

**BOARD OF
COMMISSIONERS
REGULAR MEETING
AGENDA
DECEMBER 6, 2021
5:00 PM**



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

-
1. Call to Order - Chairman Melton.
 2. Invocation - Vice-Chairman Beiler.
 3. Pledge of Allegiance - Commissioner Overholt.
 4. Approval of Agenda
 - A. Items may be added or removed at this time.
Motion to approve or amend meeting agenda.
 5. Consent Agenda
 - A. November 1, 2021 Regular Meeting Minutes.
 - B. Tax refund requests through November 30, 2021 in the amount of \$704.32.
 - C. Sheriff Department Monthly Activity Report for October 2021.
 - D. Schedule Special Meeting December 17, 2021, 2:00 pm, R Jay Foster Hall of Justice, Employee Service Recognition Presentation.
 - E. 2020 Local Water Supply Plan Resolution.
 - F. Solid Waste Budget Amendment to appropriate \$83,567.98 from SW fund balance for insurance proceeds received last year, but not spent until this year.
 - G. Transportation Department Updated Title VI Program Plan and Transportation Grants and Financial Management Policy and Procedures.
 - H. North Carolina Department of Cultural Resources, Division of Archives - 2021 Records Retention and Disposition Schedule Resolution, copy available for review upon request.
Motion to approve the consent agenda.
 6. Citizen Comment(s)
 7. E911 Communications Renovation Project - Communications Director, Jeremy Gregg.
Motion to approve agreement with the state for renovation project.

Motion to adopt the 911 Center Project Budget Ordinance. (ARPA Budget Approval Item 14)
 8. Polk County 2021 Annual Financial Report - Kari Dunlap, Martin Starnes & Associates PA.

9. County Employee Compensatory Time Discussion - Manager Pittman.
10. Updated Employer premium rates beginning January 2022 for NC State Health Plan, Manager Pittman.

Motion to approve budget amendment.

11. Polk County Retention Resolution - Manager Pittman.

Motion to approve resolution.

12. Emergency Medical Services (EMS) - Michael Crater, EMS Director.

Motion to approve purchase of two cardiac monitors for EMS with ARPA funds. (ARPA Budget Approval Item 14)

13. Amend ARPA grant project ordinance - Sandra Hughes, Finance Director.

Motion to amend ARPA Grant Project Ordinance.

14. House of Flags Museum Update - Robert Williamson, Curator/Treasurer, Board of Directors.

15. Columbus Library Operating Hours Revision - Marcie Dowling, Library Director.

Motion to approve Polk County Library - Columbus Campus, schedule revision.

16. Board of Elections Update - Cliff Marr, Director of Elections.

17. Parks and Recreation Trust Fund (PARTF) Grant Approval - Laura Baird, Interim Recreation Director.

Motion to accept PARTF Project Agreement.

Motion to adopt the Grant Project Budget Ordinance.

18. Polk County Schools Budget Amendment - Sandra Hughes, Finance Director.

Motion to approve transfer from Capital Reserve to the school General Capital Fund.

Motion to transfer Capital Reserve to school HVAC Capital Project and also to amend the HVAC Project Budget Ordinance.

19. Volunteer Board Application(s)

- A. The following applications were received for consideration to serve on a Polk County Volunteer Board: Agricultural Advisory Board - Diane Davis, Ray Gasperson and Carl Pleasants.

Motion to appoint applicants as presented.

20. Commissioner Comments on Non-Agenda Items.

21. Adjournment

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: A.

ATTACHMENTS:

Description	Type	Upload Date
11.1.21 Draft BOC Minutes	Cover Memo	12/2/2021

POLK COUNTY BOARD OF COMMISSIONERS
Regular Meeting Agenda
November 1, 2021 - 5:00 PM
R. Jay Foster Hall of Justice Womack Building
Columbus, NC
MINUTES

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

1. Call to Order - Chairman Melton.
2. Invocation - Commissioner Moore.
3. Pledge of Allegiance - Commissioner Yoder.
4. Approval of Agenda

Chairman Melton requested Aaron Greene, School Superintendent be added to the agenda to give an update as the first item of business.

- A. Commissioner Yoder moved to approve the agenda as amended, seconded by Commissioner Moore and the motion carried unanimously.

5. Consent Agenda - Motion to approve the consent agenda.

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

- A. October 18, 2021 Regular Meeting Minutes.
- B. Tax refund requests through October 31, 2021 in the amount of \$.2,280.81.

6. Citizen Comments on Agenda Items.

Chairman Melton read the following statement before citizen comments:
I would like to read a statement about the Board procedural protocol. As the Polk County Board of Commissioners, we have rules of procedures that are based on Roberts Rules of Order. Recently, we have allowed citizens to ask questions of the BOC during the public comments section of the meetings. However, this practice is not in accordance with our adopted rules of procedure. Accordingly, the Commissioners or staff will not be answering citizens questions or concerns during the citizen comment portion of the meeting. Commissioners are free to address any questions during Commissioner comments. Also, staff can follow up with specific citizen questions after the meeting.

There was one citizen comment on agenda items.

7. Polk County School Update

Aaron Greene reported to the board that Polk County Schools have been ranked number two in Best School District in North Carolina by Niche Ranking System. He said that Polk Schools received number one across the board in Safest School District, Best Places to Teach, and Districts with the Best Teachers. The district placed fourth in student test scores and fifteenth or higher in contributions from the County.

8. YMCA Recreation Community Center Project Committee Request for Consultant Services - YMCA Development Committee Chairman

Mr. Baughman gave a presentation, a copy of which is hereby incorporated by reference into these minutes. He said that the committee reached out to two consulting firms with expertise in YMCA strategic planning, community and stakeholder engagement, capital formation, and fundraising. It is the recommendation of the YMCA Recreation Community Center Project Committee to recommend Latisha Steele from Decker Steele and Associates as the project consultant.

Commissioner Yoder moved to approve the contract with Decker Steele and Associates, seconded by Vice-Chairman Beiler and the motion carried unanimously.

9. Laughter Road Waterline Extension - Dave Odom, Engineer.

Dave Odom, Odom Engineering presented the bids for the project and recommended accepting the \$34,130 (plus \$5,000 contingency) bid from Sugar Hill Contractors, LLC. He explained the project will be split 60% (County) and 40% (Property Owner).

Commissioner Moore moved to award the bid as recommended, seconded by Commissioner Yoder and the motion carried unanimously.

Commissioner Overholt moved to approve the project budget ordinance for \$39,130, seconded by Vice-Chairman Beiler and the motion carried unanimously.

10. Citizen Comments on Non-Agenda Items.

There were four comments on non-agenda items.

11. Volunteer Board Application(s)

A. The following applications were received for consideration to serve on Polk County Volunteer Boards: Adult Care and Nursing Home Committee -Cornelia Yoder; Workforce Development - Steve Modlin. Myron Yoder recused himself from the vote since his wife was an applicant.

Commissioner Moore moved to approve the volunteer board applicants as presented, seconded by Commissioner Overholt and the motion carried unanimously.

Abstain: Yoder

12. Chairman and Commissioner Comments.

Commissioner Moore read the following:

I would like to start by saying thank you to our county manager and our clerk Ange' and my fellow commissioners for your tireless work and dedication to the citizens of this county over these last 18 months.

I know we all have been frustrated at times not knowing what was coming next. We have been very transparent about all the information we have received concerning Covid-19. Our county staff has answered questions and provided the information requested to our citizens. We as a board of commissioners have had numerous conversations with our citizens and have heard from many of them as well at our meetings during the citizen comments. I think I can speak for this entire Board that we are doing what's best for Polk County and not for any certain individual or group. Again let me say no doubt we all are tired and frustrated with everything but we must continue working collectively as a staff, Board, and community. As I look back at our last election when over 6200 voters spoke and elected myself, Myron, and Andre to serve on this Board along with Tommy and Paul to service the citizens of this county and not any individual or groups, etc.

Commissioner Overholt stated that he understands the vaccination of five to eleven-year-olds is a hot topic. He would like to clarify to the public that these vaccinations are conducted by Blue Ridge Health and not the school system. He said if a parent does not want their child to receive the vaccine, they will not be required to get it. The schools are being used as an access point only, as has happened in the past for other types of vaccinations. He said he stands by the motto, Faith over Fear, and wants to be smart and cautious, but he is comfortable with all of the Board's decisions. He said he would be available to answer questions and would always be transparent. However, during the citizen comment period of the commissioner meetings, he would not be answering questions.

Commissioner Yoder said the government closest to the people governs the best. He went on to say that he is always available to answer citizen questions as he works for the community. However, since this is a business meeting, he would not respond to public comments. He then read the following email from Kevin Leonard, North Carolina Association of County Commissioners (NCACC), Executive Director.

To restate your question and concern – you are seeking guidance and clarity to answer an assertion that the acceptance of American Rescue Plan Funding (ARP) will result in a federal requirement or mandate to “adhere to mandatory vaccinations of all of their employees, and also all sub-contractors and their employees.”

Based on the information we have, linking these two items, is false.

The reasoning for my answer:

- 1. The State of North Carolina has already received the state allocation of ARP funding. They, the General Assembly, have not subscribed to this claim about tying ARP funding to mandated vaccinations. If it were true, the state would fall into the same category.*
- 2. The ARP law and the US Treasury guidance are separate and apart from the President's Executive Orders related to vaccinations of employers. The vaccination order is governed by the US Dept of Labor and in North Carolina, ultimately will be directed by an order issued by the NC Department of Labor. ARP and Vaccination Orders are NOT tied together.*
- 3. I have reached out to my counterparts across the entire nation to seek advice on this question. Out of 3000+ counties, there are less than 100 that have not drawn down their ARP funding from Treasury. And those are mostly issues related to technical problems. Further, we are not aware of any county that is planning to send their money back. If this false assertion were true, I think there would be a major outcry and reluctance to accept the funds. This is not the case.*

It is concerning that this false information continues to circulate. I hope this information is useful. Please let me know if you have further questions.

Vice-Chairman Beiler explained that the Board was doing their due diligence, they are not hiding behind not answering questions. The Board is a transparent board, they just don't want back and forth in an open meeting, that it provides chaos and not order. He went on to voice that he believes nothing should come between someone and their time of worship. The Board wants to be accessible, but there is a time and place to ask and answer questions. He asks for respect during times of worship and asks that the public humbly respect that time.

Chairman Melton said that if citizens call him, he will call them back to answer any questions. He then stated the following information relating to Polk County and ARPA funds:

The State and Local ARPA funds should result in a 10.5 million dollar investment in Polk County. These funds will pay for many needed things including the Lake Adger Dam. We can find no tie between the funds and masking or vaccination requirements. Our staff and the North Carolina Association of County Commissioners have found no tie between these ARPA funds and masking and vaccination requirements. 10.5 million is the equivalent of an increase of over 30 cents on the tax rate. In our role as County Commissioners, we have to make decisions that are best for all of the citizens of Polk County to give back a 10.5 million dollar investment wouldn't be in the best interest of all of our taxpayers.

Attorney Berg clarified that Executive Orders are law, and whether Polk County accepts the ARPA money or not, the Executive Order must be followed.

Manager Pittman wanted to emphasize that the ARPA fund would have an audit at the state level.

13. Closed Session

- A. Commissioner Moore moved to go into closed session for the purpose of attorney-client privilege, seconded by Vice-Chairman Beiler and the motion carried unanimously.
- B. Commissioner Yoder moved to return to open session, seconded by Vice-Chairman Beiler and the motion carried unanimously.

Vice-Chairman Beiler moved to appoint Kristy Tipton to the role of Clerk to the Board and to make a conditional offer of employment, contingent on the standard pre-employment screening process. He further moved that the County Manager be granted full authority in the onboarding process to negotiate the Boards' behalf, seconded by Commissioner Moore and the motion carried unanimously.

14. Adjournment

Vice-Chairman Beiler moved to adjourn the meeting, seconded by Commissioner Overholt and the motion carried unanimously.

Attest:

POLK COUNTY BOARD OF
COMMISSIONERS

Ange High
Clerk to the Board

Tommy W. Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: B.

ATTACHMENTS:

Description

Type

Upload Date

Tax Refund Request

Cover Memo

12/2/2021

Memorandum

To: Polk County Board of Commissioners

From: Melissa Bowlin, Polk County Tax Administrator

Date: 12/1/2021

Re: Refund Request

<u>Taxpayer</u>	<u>Parcel</u>	<u>Amount</u>	<u>Reason</u>
THOMAS TALTY	VEHICLE	\$237.42	TAG SURRENDER
JOHN MILER	VEHICLE	\$466.90	VALUE CORRECTION

TOTAL: **\$704.32**

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: C.

ATTACHMENTS:

Description	Type	Upload Date
Activity Report for October 2021	Cover Memo	11/16/2021



Monthly Activity Report October 2021

<i>CALLS FOR SERVICE</i>				
Alarms (Residential/Commercial)	28		Involuntary Commitment/Mental Subject	16
Animal Control/Livestock	104		Juvenile Complaint	2
Armed Person	2		Larceny Report/Shoplifting	19
Assault	4		Missing Person Report	3
Assist FD/EMS/Rescue	22		911 Follow Up/Hang up	59
Assist Law Enforcement Agency	52		Noise Complaint	4
Assist Motorist/Public	41		Property Damage/Hit & Run	2
Assist Other/Outside Agency	14		Property (Recovered/Found/Abandoned)	4
Breaking & Entering	4		Shots Fired (Report/Complaint)	10
Citizen Contact/Call by Phone	64		Special Activity/Event	1
Civil Related/Custody Dispute	19		Stolen Vehicle	3
Communicating Threats	6		Suspicious Activity	5
D.O.A.	1		Suspicious Person/Prowler	31
Disturbance/Dispute/Fight	19		Suspicious Vehicle	50

Domestic Related	22		Traffic Control/C&R Driver	15
Escort (Funeral/Public)	7		Trespassing	18
Follow-Up Investigation	43		Vandalism	1
Fraud/Forgery Report	3		Vehicle Pursuit	2
Harassment/Stalking	4		Warrant/Process Service/Search Warrant	134
Intoxicated Person/DWI Report	3		Welfare Check	18

CIVIL	
Civil Summons & Complaint	6
Domestic Protection Order	0
Order to Appear & Show Cause	8
Order to Appear/Show Cause-Child Support	0
Other	12
TOTAL	26

SECURITY CHECKS	
Residence	300
Business	402
Church	140
School	71
TOTAL	913

ANIMAL CONTROL	
Animals Picked up *see notes below	50
Bite Report	4
*23 Dogs, 14 Cats, 7 Rabbits, 5 Guinea Pigs, 1 Duck	

LOBBY	
Fingerprinting	45
Telephone Calls	399
In Person	401

DETENTION CENTER	
Inmates Admitted	88

Weapons Seized	1
Traffic Stops	173

ARRESTS		Citations Issued	17
Misdemeanor	39	Charges by Citation	25
Felony	31		

TRAINING	
<i>Detention</i>	203 hours
<i>Uniform Patrol</i>	96 hours of training, topics included FAA Drone School, K-9, RADAR, and Advanced Patrol Techniques.

OUTREACH/OTHER	
	Oct. 9: Animal Control Rabies Clinic at Sunny View Fire Dept. Oct. 19: Polk County Emergency Preparedness Fair Oct. 23: National Prescription Drug Take Back Day event Oct. 29: 2nd Annual Halloween FrightFest Drive Thru (est. 450 vehicles) Oct. 30: Attended National First Responders Day event in Saluda.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: E.

ATTACHMENTS:

Description	Type	Upload Date
LWSP Resolution	Cover Memo	11/16/2021

RESOLUTION FOR APPROVING LOCAL WATER SUPPLY PLAN

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Polk County that the Local Water Supply Plan entitled, Polk County Water System dated February 3, 2020 is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

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

This the _____ day of _____, 20_____.

Name: _____

Title: _____

Signature: _____

ATTEST:

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: F.

ATTACHMENTS:

Description	Type	Upload Date
Polk County Finance Budget Amendment	Cover Memo	11/4/2021

POLK COUNTY FINANCE

BUDGET AMENDMENT: APPROPRIATE CAPITAL RESERVE FUND BALANCE

DATE: 12/6/2021 BOC Meeting

BATCH #: _____ LINE _____

Dept.: Solid Waste

Amendment # : 5-F Fund balance

INCREASE EXPENSE

INCREASE FUND BALANCE APPROPRIATED

GL ACCOUNT #
51-4720-3520-0 Repair Eqp \$ 83,568

GL ACCOUNT #
51-3991-0000 Fund Balance Approp \$ (83,568)

EXPLANATION: Insurance proceeds were received 6/1/21 and posted to FY21; the invoice was not received to repair the equipment until October causing the revenue to roll into fund balance at 6/30/21. This appropriates those funds from fund balance into FY22 to pay the invoice.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: G.

ATTACHMENTS:

Description	Type	Upload Date
Title VI	Cover Memo	12/2/2021
Policies and Procedures	Cover Memo	12/2/2021

Polk County Transportation



Date Adopted: December
6th, 2021

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Board of Commissioners for Polk County, I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Polk County Board of Commissioners, have **reviewed and hereby adopt** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Polk County Transportation (PCT) services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Signature of Authorizing Official

DATE

TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
POLK COUNTY TRANSPORTATION

In accordance with DOT Order 1050.2A, Polk County Transportation(PCT) assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by Polk County Transportation(PCT).

Further, Polk County Transportation(PCT) hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the County Manager.
2. Issue a policy statement, signed by the County Manager of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public, and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of County Manager.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's sub-recipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Printed Name

Official Title



Polk County Transportation

Grants and Financial Management Policies and Procedures

**Approved by
Polk County Board of Commissioners
[December 6th, 2021]**

Purpose

The purpose of these policies and procedures is to establish clear expectations for grant management and fiscal controls for Polk County Transportation. These policies and procedures also establish Polk County Transportation's position regarding grant management, financial management, and administration of Federal Transit Administration (FTA) and North Carolina Department of Transportation (NCDOT) grants when Polk County Transportation is the subrecipient.

FTA and NCDOT grant programs have requirements with which Polk County Transportation must comply so as to continue to be eligible for grant funding. As a subrecipient, the Polk County Transportation must demonstrate to NCDOT the legal, technical, and financial capacity to manage and administer grants. Financial ability includes the ability to match and manage NCDOT/FTA grant funds, cover cost and operating deficits, financially maintain and operate NCDOT/FTA funded facilities and equipment, and conduct and respond to applicable audits.

The policies contained herein outline Polk County Transportation procedures regarding application, acceptance, budgeting, accounting and administration of NCDOT/FTA grants, as well as in regards to compliance with FTA/U.S. Department of Labor requirements related to Section 5333(b) labor protections.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: H.

ATTACHMENTS:

Description	Type	Upload Date
General Records Schedule Resolution	Cover Memo	12/2/2021
2021 Program Records Schedule	Cover Memo	12/2/2021

Suggested Motion:

Motion to approve the consent agenda.

2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

"Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software."

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends*." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends*." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends*."

Record Copy

A record copy is defined as "The single copy of a document, often the original, that is designated as the official copy for reference and preservation."¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021

Program Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 Program Records Schedule: Local Government Agencies**:

10. Airport Authority Records
11. Animal Services Records
12. Code Enforcement and Inspection Records
13. Emergency Medical Services and Fire Department Records
14. Parks and Recreation Records
15. Planning and Regulation of Development Records
16. Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records
17. Public Transportation Systems Records
18. Public Utilities and Environmental/Waste Management Records
19. Street Maintenance, Public Works, and Engineering Records
20. Law Enforcement Records (excluding Sheriff's Offices)
21. Tax Records (for municipalities)

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

N.C. Gen. Stat. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, N.C. Gen. Stat. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends*.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends*.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends*.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by these schedules; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

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- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

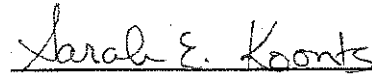
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² Ibid.

APPROVAL RECOMMENDED

Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

County/Municipality: _____

Effective: October 1, 2021

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 7.

ATTACHMENTS:

Description	Type	Upload Date
Grant Master Budget	Cover Memo	11/16/2021

Suggested Motion:

Motion to approve agreement with the state for renovation project.

Motion to adopt the 911 Center Project Budget Ordinance. (ARPA Budget Approval Item 14)

Project Components	Requested Grant Funds	Proposed ETSF	Grant Awarded Funds Planned Use of Funds		Polk County Contribution at \$700 Sqft.	Polk County Contribution at \$650 Sqft.	Polk County Contribution at \$600 Sqft.	Updated Current ETSF
Architect Fees	\$312,760		\$156,380		\$156,380	\$134,040	\$111,700	
Consulting Fees	\$425,000		\$212,500		\$212,500	\$212,500	\$212,500	
Facility Construction/UPS	\$3,127,600		\$1,563,800		\$1,563,800	\$1,340,400	\$1,117,000	
Construction Contingency	\$187,656		\$187,656					
Technology Contingency	\$15,277		\$15,277					
Third Party Services	\$10,000		\$5,000		\$5,000	\$5,000	\$5,000	
Testing Services								
Building Permits	\$2,050				\$2,050	\$2,050	\$2,050	
Administrative Phones								
CAD/Mapping Software	\$1,850		\$1,850					
CAD Maintenance								
EMD								
Radio	\$27,761		\$27,761					
Radio Backup								
Radio Tower								
Microwave								
Fiber								
OP820								
Logging Recorder	\$5,500		\$5,500					
CATV								
Computers/Servers/Monitors	\$29,613	\$110,000	\$29,613					
Workstations-CAD								
Network, Racks, Cabling, Cable Management	\$10,000	\$10,000	\$10,000					
Data Center								
Connectivity to County Network								
Dispatch Furniture	\$2,627		\$2,627					
Chairs		\$1,800						
FF&E	\$80,000		\$80,000					
Netclock								
AV	\$75,000		\$75,000					
Access Control								
Structured Cabling								
DAS	\$40,000		\$40,000					
Totals	\$4,352,694	\$121,800	\$2,412,964		\$1,939,730	\$1,693,990	\$1,448,250	

****Construction costs: Include \$195,000 demolition costs**

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 10.

ATTACHMENTS:

Description	Type	Upload Date
Emails	Cover Memo	12/2/2021
Budget Amendment	Cover Memo	12/2/2021

Action Requested:

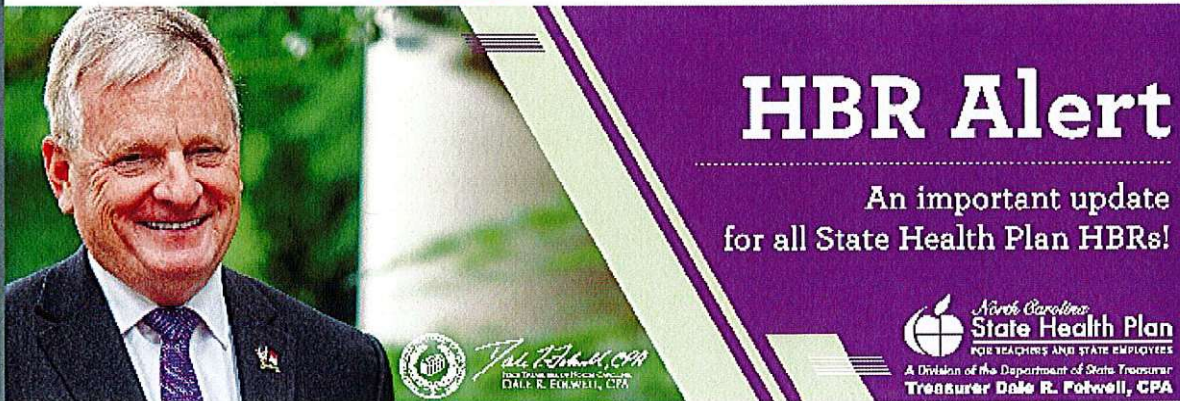
The first two attachments are emails from NC State Health Plan. The first one received on August 30, 2021 and the second stating the increase was received December 2, 2021.

Suggested Motion:

Motion to approve budget amendment.

From: State Health Plan for Teachers and State Employees
<communication@nctreasurer.com>
Sent: Monday, August 30, 2021 3:42 PM
To: Cindy McCrary
Subject: 2022 Premium Rate CORRECTION

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2022 Premium Rate CORRECTION

Please disregard the 2022 State Health Plan premium rates that were sent out in last week's HBR Alert. It has been determined that adjustments to the rates needed to be made based on updated guidance regarding FY 2022 to FY 2021 appropriations as stated in SL 2020-45. These adjustments impact the **Employer Rate** as well as the **Employee Rate** for those that are 50% and 100% Contributory. Please see the **CORRECT** Employer Rates below.

- Active Employer Contribution Rate: \$532.36
- Medicare Primary Employer Contribution Rate: \$413.60
- Non-Permanent Full-time Employer Rate (HDHP): \$145.50

We apologize for any inconvenience this correction may cause.



Dale R. Folwell, CPA
STATE TREASURER OF NORTH CAROLINA
DALE R. FOLWELL, CPA

[Unsubscribe](#)

From: State Health Plan for Teachers and State Employees
<communication@nctreasurer.com>
Sent: Thursday, December 2, 2021 10:41 AM
To: Cindy McCrary
Subject: [QUAR] Update on 2022 Employer Premium Rates
Importance: Low

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Updated Employer Premium Rates

On August 26, 2021, the State Health Plan (Plan) announced the 2022 premium rates and indicated the employer premiums may need to be adjusted once the budget was passed. There was a follow-up [HBR Alert](#) on August 30, 2021, adjusting the premium rate. Now that the state budget has passed, an additional adjustment to the employer premium rate is needed. **There are no changes to the subscriber rates.**

The new 2022 employer rates are as follows:

- Active Employer Contribution is **\$647.86**
- Retiree Employer Contribution is **\$380.92**
- Non-Permanent Full Time Employer Contribution is **\$177.07**

You probably noticed that there is no longer a *Medicare primary* vs. *non-Medicare primary* rate. Instead, there is an *active* and *retiree* rate. For 2022, the retiree rate will correspond to the Medicare rate for ESRD and the last month of active coverage when a member is retiring. The retiree rate will also be used for 12-Month RIF subscribers. Again, **there are no changes to the subscriber rates.**

POLK COUNTY FINANCE

BUDGET AMENDMENT: APPROPRIATE CAPITAL RESERVE FUND BALANCE

DATE: 12/6/2021 BOC Meeting

BATCH #: _____ LINE _____

Dept.: Non-Department

Amendment # : 8-F Fund balance

INCREASE EXPENSE

INCREASE FUND BALANCE APPROPRIATED

GL ACCOUNT #
10-9300-1830-0 Health Ins \$ 132,185

GL ACCOUNT #
10-3991-0000 Fund Balance Approp \$ (132,185)

EXPLANATION: Health insurance is budgeted the same by department and a 3-4% increase is budgeted in non-department to handle an estimated January increase. December 2nd, we were notified that our increase is 24.02%. The total additional increase is \$158,634 of which \$26,450 is budget. Therefore, we need an additional \$132,185 to disburse to departments as needed for January - June, 2022.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 11.

ATTACHMENTS:

Description	Type	Upload Date
Amended Resolution	Cover Memo	12/2/2021

Suggested Motion:

Motion to approve 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 business 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:

1. 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 September 13 – 26, 2021 pay period and ending in the June 6 – 19, 2022 pay period.
2. Any new person who accepts a position with Polk County Local Government between September 7, 2021 and June 30, 2022 will receive a one thousand dollar (\$1,000) hiring bonus after they complete the customary probation period.

Adopted on the 7th day of September, 2021. Amended on the 20th day of September, 2021. Amended on the 6th day of December, 2022.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

Kristy A. Tipton
Clerk to the Board

Tommy W. Melton
Chairman

Coro Medical

617 Bradley Ct
Franklin, TN 37067

COROMED

Document Date	Bill-To Address	Ship-to Address
December 1, 2021	Polk County Emergency Medical Services	Polk County Emergency Medical Services
Quote Expiration Date	Michael Crater	Michael Crater
January 30, 2022	340 Hospital Dr	340 Hospital Dr
	Columbus, NC 28722	Columbus, NC 28722
	USA	USA
Salesperson	Payment Terms	
Tommy Wilkins	Net 30 days	

LP1512PMBCTAB TCOV4	Physio-Control Lifepak 15- 12ld,Pacing,Masimo02,Nibp,Temp,EtCo2 2 ,BT,CO,V4	Each	16,000.00	32,000.00
------------------------	---	------	-----------	-----------

Includes Carrying Case, Batteries, ECG
cable, Defib/pacing cable, SpO2 sensor,
NiBP cuff/hose

1 year warranty

Subtotal	32,000.00
----------	-----------

Total Tax	0.00
-----------	------

Total \$	32,000.00
-----------------	------------------

Home Page
www.coromed.us/
www.AED.us

Phone No.
800.695.1209

Email
support@coromed.us

Tax Registration No.
82-2669986

Sales Quote QU0033604

December 1, 2021

Page 2 / 2

Amount Subject to Sales Tax	0.00
Amount Exempt from Sales Tax	32,000.00



One Beat Medical
3151 Executive Way
Miramar FL 33025
United States

Quote

#QUO2908

10/21/2020

Bill To

Polk County Emergency Medical
Services
340 Hospital Drive
Columbus NC 28722
United States

Ship To

Polk County Emergency Medical
Services
340 Hospital Drive
Columbus NC 28722
United States

TOTAL

\$39,100.00

Expires: 10/31/2021

Expires	Exp. Close	Shipping Attention	Shipping Method
10/31/2021	10/21/2020		UPS® Ground

Sales Rep	Sales Rep Email	Sales Rep Phone
Dan Andrade	Dan@onebeatcpr.com	(954) 675-6387

QTY	Item	Options	Rate	Amount
2	FMP-65236-Version4MM REFURBISHED - Physio Control Lifepak 15 12 Lead, AED, Pacing, SPO2, NIBP, EtCO2, and Bluetooth Version 4		\$18,125.00	\$36,250.00
2	LP11140-000098 AC Power Adaptor		\$1,400.00	\$2,800.00

Subtotal	\$39,050.00
Shipping Costs	\$50.00
Tax Total (%)	
Total	\$39,100.00



QUO2908

1 of 1



One Beat Medical
3151 Executive Way
Miramar FL 33025
United States

Quote

#QUO2908

10/21/2020

Bill To

Polk County Emergency Medical
Services
340 Hospital Drive
Columbus NC 28722
United States

Ship To

Polk County Emergency Medical
Services
340 Hospital Drive
Columbus NC 28722
United States

TOTAL

\$39,100.00

Expires: 10/31/2021

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2	LP11140-000098 AC Power Adaptor		\$1,400.00	\$2,800.00

Subtotal	\$39,050.00
Shipping Costs	\$50.00
Tax Total (%)	
Total	\$39,100.00



QUO2908

**CPO LP15**

Quote Number: 10446288

Version: 1

Prepared For: POLK COUNTY EMS

Attn:

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Shannon Cook

Email: shannon.cook1@stryker.com

Phone Number:

Quote Date: 12/2/2021

Expiration Date: 01/31/2022

Delivery Address

Name: POLK COUNTY EMS

Account #: 1187293

Address: 340 HOSPITAL DR

COLUMBUS

North Carolina 28722

End User - Shipping - Billing

Name: POLK COUNTY EMS

Account #: 1187293

Address: 340 HOSPITAL DR

COLUMBUS

North Carolina 28722

Bill To Account

Name: POLK COUNTY EMER SVCS

Account #: 1165068

Address: PO BOX 308

COLUMBUS

North Carolina 28722-0308

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	97577-000106	Certified Pre-owned - LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes(11996-000091) & 1 Test Load(21330-001365)/device, 1 Svc Manual CD(26500-003612)/order	2	\$16,999.00	\$33,998.00
2.0	11140-000098	LP15 AC Power Adapter (power cord not included)	2	\$1,290.00	\$2,580.00
3.0	11140-000015	AC power cord	2	\$62.25	\$124.50
4.0	11140-000080	Extension Cable (5ft 3 in)	2	\$208.00	\$416.00
5.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	\$370.50	\$1,482.00
6.0	11171-000082	Masimo™;RC Patient Cable - EMS, 4 FT.	2	\$137.50	\$275.00
7.0	11171-000046	Masimo™M-LNCS® DCI, Adult Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$225.75	\$451.50
8.0	11171-000047	Masimo™M-LNCS® DCIP, Pediatric Reusable SpO2 only Sensor. For use with RC Patient Cable.	2	\$225.75	\$451.50
9.0	21300-008147	LIFEPAK 15 NIBP Straight Hose, 9'	2	\$62.25	\$124.50
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	2	\$27.00	\$54.00
11.0	11160-000015	NIBP Cuff-Reusable, Adult	2	\$24.00	\$48.00
12.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	2	\$252.75	\$505.50
13.0	11220-000028	LIFEPAK 15 Carry case top pouch	2	\$45.75	\$91.50
14.0	11260-000039	LIFEPAK 15 Carry case back pouch	2	\$65.25	\$130.50

**CPO LP15**

Quote Number: 10446288

Version: 1

Prepared For: POLK COUNTY EMS

Attn:

Remit to:

Stryker Medical

P.O. Box 93308

Chicago, IL 60673-3308

Rep:

Shannon Cook

Email:

shannon.cook1@stryker.com

Phone Number:

Quote Date: 12/02/2021

Expiration Date: 03/02/2022

#	Product	Description	Qty	Sell Price	Total
15.0	21996-000109	Titan III WIFI Gateway	2	\$776.25	\$1,552.50
16.0	11111-000020	ECG Cable, 12-lead - 8ft Trunk cable with AHA limb leads	2	\$297.00	\$594.00
17.0	11111-000022	ECG Cable, 12-Lead, 6-Wire Precordial Attachment (AHA)	2	\$102.70	\$205.40
Equipment Total:					\$43,084.40

Price Totals:

Estimated Sales Tax (7.000%):	\$3,015.91
Freight/Shipping:	\$0.00
Grand Total:	\$46,100.31

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 13.

Suggested Motion:

Motion to amend ARPA Grant Project Ordinance.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 14.

ATTACHMENTS:

Description	Type	Upload Date
House of Flags	Cover Memo	12/2/2021

An Urgent Message From the



33 Gibson Street – PO Box 1090 Columbus, North Carolina 28722

A Big Setback: COVID-19 hit our community hard. Volunteers hunkered down, not to return. Our doors now only open one day a week, on Saturdays, for “self-guided” tours. Tours by appointment are few and far between. Our Board of Directors membership has also dwindled.

As you can imagine, our grants and donations have nearly ceased but our overhead utility and insurance expenses continue. So far this year our 25-year-old furnace quit and now runs with temporary repairs and the AC had to be replaced. Consequently, our funds dwindled rapidly.

Call to Action: We need your help! Whether you choose to be a volunteer greeter on opening days, join our Board of Directors, and/or contribute financially your support will surely help ensure our future.

The Beginning: The House of Flags Museum is unique in America. There’s not another one like us anywhere. And we knew that when we first opened on September 8th, 2001. After operating for 10 years in the old Green Creek school shop building (no heat, no AC, no plumbing, and lots of bugs) we opened in downtown Columbus (NC) in the newly remodeled Town Hall/Fire Department building on Gibson Street.

Pursuing a Vision: We lease our building in Columbus from the Polk County Government for \$1.00 per year. We formed a 501(c)3 non-profit organization. The Board of Directors raised nearly \$150,000 from local individuals, organizations, and corporate donors and local and national foundations. Remodeling this 1950s building was a heroic effort, a labor of love! Volunteers dismantled and removed all the wiring, plumbing, insulation, partition walls in February 2011.

Making it Happen: We hired local architect John Walters to design the additions to the building and multiple contractors to build a lobby and a utility/restroom addition, brick masons and cement finishers to finish the outside and electricians, plumbers, HVAC, floor finishers, ceiling installers, and carpenters to finish the interior. Then, volunteers put all the pieces back together with more than 300 flags in display, again.

After just nine months of hard work, we held the Grand Opening at 11:00am on 11/11/11. Speeches, the Polk County High School Band, and nearly 300 people made Veteran’s Day 2011 the beginning of a new chapter for the House of Flags Museum and our community.

Making a Difference: Since opening, we have been blessed with local grants and donations to finish the upstairs classroom, add audio-visual system, Wi-Fi internet, a meeting room, and library, all of this made handicap accessible with a lift provided by the Polk County Community Foundation. Local non-profits also use the upstairs for their meetings.

We’ve made local, state, and national news with our exhibits and tours. For example, in 2012 we hosted an historical first (and last) Eisenhower Oval Office Presidential Flag exhibit that featured the actual 48, 49, and 50-star flags that graced the commander in chief’s White House office in the 1950s. One thousand visitors toured the Museum in four days!

Volunteers Step Up: Volunteerism has been a mainstay of the all-volunteer House of Flags Museum from day one. About a dozen local folks chipped in to open the museum doors, greet visitors, and give tours three days each week. Special group tours were routinely provided to schools, churches, retirement communities, and scouts. All of this changed in 2020.

We need your help. Please spread the word of this unique museum and our needs. And please feel free to contact me if you have any questions, comments, or suggestions. I can be reached by email at flagmuseum@gmail.com or by calling 828-894-5640. Donations can be mailed to the address below. I look forward to hearing from you.

Robert M. Williamson, Curator/Treasurer, Board of Directors
House of Flags Museum, Inc.

33 Gibson Street – PO Box 1090 Columbus, North Carolina 28722

The House of Flags Museum, Inc. is a North Carolina non-profit educational organization and a designated IRS 501(c)3 tax-exempt organization. Your donations may be tax deductible. Consult your tax professional.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 15.

ATTACHMENTS:

Description	Type	Upload Date
Library	Cover Memo	12/1/2021

Suggested Motion:

Motion to approve Polk County Library - Columbus Campus, schedule revision.

May to October 2021 Columbus Library Door Count Heatmap

Day	9-10am	10-11am	11am-12pm	12-1pm	1-2pm	2-3pm	3-4pm	4-5pm
Mo	13.92	17.15	16.62	14.69	15.35	16.23	18.38	12.92
Tu	16.27	23.46	19.23	19.77	16.15	17.42	22.5	13.38
We	14	18.27	19.54	16.46	18.08	16.85	17.77	14
Th	18.52	19.22	18.7	18.74	17	16.59	20	14.15
Fr	15.27	16.92	16.31	16.42	16.73	16.19	15.58	12.73
Sa	11.15	11.85	15.15	15.69	15.69	13.77	10.85	

Proposed new hours:

M, W, F - 9am-6pm

T and Th - 9am-7pm

Sat - 9am-4pm

 Green blocks represent proposed reduced hours

5-6pm	6-7pm	7-8pm
7.73		
10.23	4.5	1.96
7.46	4.96	0.81
10.81	5.7	1.7
7.54		

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 17.

ATTACHMENTS:

Description	Type	Upload Date
Grant Project Budget Ordinance	Cover Memo	12/2/2021
PARTF Project Agreement	Cover Memo	12/2/2021

Suggested Motion:

Motion to accept PARTF Project Agreement.

Motion to adopt the Grant Project Budget Ordinance.

COUNTY OF Polk, NORTH CAROLINA

GRANT PROJECT BUDGET ORDINANCE Little White Oak Mountain-Trails, Phase I

BUDGET EXPENDITURES

	<u>Original Budget</u>	<u>12/6/2021</u>
Land Acquisition (140 acres)	26-4971-0570-0	\$ 406,000
Trail Construction (Landscaping)	26-4971-2990-3	247,060
Capital Equipment	26-4971-5000-0	13,940
Building Improvement	26-4971-5800-0	5,000
Total Expenditures		<u>\$ 672,000</u>

	<u>REVENUES</u>	
Donated Land Value	26-3439-0000	\$ 306,000
PARTF State Grant	26-3839-8911	336,000
Private Recreation Donations	26-3839-8913	10,000
PC Community Foundation	26-3839-8905	20,000
Total Revenues		<u>\$ 672,000</u>

To acquire additional land and construct trails that include recreational equipment using PARTF grant funds, a Polk County Community Foundation grant and private donations already received.

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

-Grant Project Ordinance: PARTF Trails Phase I

Source of Matching Funds

Little White Mountain Trail Network Phase I – Polk County

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

Project Costs**Little White Mountain Trail Network Project Phase I – Polk County**

Project Elements	Unit	Unit Cost	Total Item Cost
Building/Renovating Costs			
Trail Construction	5.4 miles	\$8.50/linear Ft	\$241,845
Outdoor Classroom (wooden work/picnic tables, chalkboard wall, pavers, and storage shed)	1	\$1,800	\$1,800
Picnic Areas (two metal tables on a gravel pad)	2	\$1,870	\$3,740
Bike Repair Station	1	\$1,000	\$1,000
Playground Renovation	Lump Sum	\$7,200	\$7,200
Building Refinishing	Lump Sum	\$5,000	\$5,000
Cornhole & Horseshoes Station	1	\$200	\$200
Cost to Build:			\$260,785
Contingency for the Cost of Building			
Contingency	2%		\$5,215
Value of Land Purchased			
Land Acquisition (Bargain Sell)	140 Acres	\$714.29/Acre	\$100,000
Total Land Value: (\$2,900/acre for 140 acres)			\$406,000
Total Project Costs:			\$672,000
Total PARTF Grant Request:			\$336,000
Total Local Match:			\$336,000

STATE OF NORTH CAROLINA

CONTRACTOR'S FEDERAL I.D.

COUNTY OF WAKE

566000333

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Polk County

Project Number: 2022 - 949

Project Title: Little White Oak Mountain Trail Network - Phase I

Period Covered by This Agreement: 11/1/2021 to 10/31/2024

Project Scope (Description of Project): Land Acquisition (140 +/- acres) and development including trail, outdoor classroom, picnic area, bike repair station, court games, and renovation including playground and building, and contingency.

Project Costs: PARTF Amount \$ 336,000

Local Government Match \$ 336,000

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and County of Polk (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except those records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Ms. Laura Baird is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Jill Fusco, Grant Administrator as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Jill Fusco, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9362 Email: jill.fusco@ncparks.gov	Polk County Attention Laura Baird PO Box 308 Columbus, NC 28722 Telephone: 828-894-8199 Email: recreation@polknc.org

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors

Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Polk County	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

On this _____ day of _____, 20____, _____

personally appeared before me the said named _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: _____, 20_____.

Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
D. Reid Wilson, Secretary

By:

Department Head or Authorized Agent
for Secretary Wilson

Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is 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 Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

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

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance 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.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three 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 Contract has 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.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract 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 contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract 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 Contract shall remain in full force and effect.

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.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year, or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Scope of Work

North Carolina Division of Parks and Recreation Parks and Recreation Trust Fund – Grants Program for Local Governments

Grantee: Polk County

Title of Project: Little White Oak Mountain Trail Network - Phase I

Project Number: 949

Contract Number: 2022-949

Amount of Grant: \$ 336,000

Amount of Match: \$ 336,000

Contact Person for Project: Laura Baird

Title: Interim Director of Parks and Recreation
Polk County

Address: PO Box 308
Columbus, NC 28722

Telephone: 828-894-8199

Contact email address: recreation@polknc.org

Scope of Project: Land Acquisition (140 +/- acres) and development including trail, outdoor classroom, picnic area, bike repair station, court games, and renovation including playground and building, and contingency.

Length of Project: 36 months (11/1/2021 – 10/31/2024)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Polk County grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: 18.

ATTACHMENTS:

Description	Type	Upload Date
Budget Amendment	Cover Memo	12/2/2021

Suggested Motion:

Motion to approve transfer from Capital Reserve to the school General Capital Fund.

Motion to transfer Capital Reserve to school HVAC Capital Project and also to amend the HVAC Project Budget Ordinance.

POLK COUNTY FINANCE
BUDGET AMENDMENT

DATE: 12/6/2021 BOC Meeting

BATCH #: _____
(For accounting only)

Transfer From: Capital Reserve Fund Balance

Transfer To: Transfer to School Capital-GF

Amendment # : **#6-F** **Fund Balance** **#23 Transfer****General Fund****Capital Reserve Fund**

<u>GL ACCOUNT #</u>	<u>Description</u>	<u>Amount</u>	<u>GL ACCOUNT #</u>	<u>Description</u>	<u>Amount</u>
10-3981-9822	Transfer-in CR	\$ (171,056)	22-8168-9800-0	Transfer out	\$ 171,056
10-5910-6310-0	School Capital	171,056	22-3931-0000	Capital Reserve Fund Balance	(171,056)

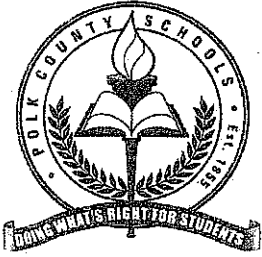
EXPLANATION: To transfer School Capital Sales Tax Set-Aside from the Capital Reserve Fund received in the prior year for additional capital needs as requested

Note: Appropriation of Fund Balance, Contingency and Transfers greater than \$10,000 must have Board approval

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER



Sandra Hughes
Finance Officer
Polk County Government

Dear Sandra,

Polk County Schools is requesting the transfer of **\$274,815.04** from the County's Capital Reserve account. The funds will be used to: 1) reimburse Polk County Schools for Capital expense paid this year 2) pay invoices presented to Polk County Government on behalf of Polk County Schools.

ADMINISTRATION

Aaron Greene
Superintendent

Dave Scherping
Assistant Superintendent

BOARD OF EDUCATION

Rick N. Covil
Chairman

Mike Ashworth
Vice Chairman

Lucinda T. Allen
Sara Bell
Danielle E. Gibbs
Judy N. Jackson
Sherry Page

Project	Amount to Reimburse Schools	Amount to pay Directly
Polk Central - Septic Renovation	57,470	
Polk Central - Boiler Rebuild	8,779.12	
PCHS - Baseball Field Lights	12,621.19	
Tryon Elementary - Guardrail	12,916.75	
District - Bus Grant Match - Volkswagen	19,130.32	
District - Chromebook Lease	49,794.61	
District - Security Camera Server	10,344.05	
PCHS - HVAC Design Phase		24,000.00
PCHS - Admin/Guidance Ceiling Replacement		49,544.00
PCHS - Gas Line to Generator		2,245.00
PCHS - Cold Water Pump Replacement (1)		7,560.00
PCHS - Hot Water Pump Replacement (3)		20,410.00
Subtotal	\$171,056.04	\$103,759.00
Total	\$274,815.04	

STEARNS EDUCATION CENTER

Post Office Box 638
125 East Mills Street
Columbus, NC 28722
828.894.3051
828.894.8153 FAX

Any questions about this transfer should be directed to Polk County Schools' Finance Officer Debbie Lovelace. Thank you for your consideration of this request and your continued support of our schools.

Sincerely,

Aaron Greene
Superintendent

Budget Amendment

POLK COUNTY FINANCE
BUDGET AMENDMENT

BATCH # : _____
(For accounting only)

DATE: 12/6/2021 BOC Meeting
Transfer From: Capital Reserve Fund Balance
Transfer To: Capital Project Fund/HVAC Project

Amendment # : #7-F **Fund Balance** #24 Transfer

Capital Project Fund/HVAC Project

Capital Reserve Fund

<u>GL ACCOUNT #</u>	<u>Description</u>	<u>Amount</u>	<u>GL ACCOUNT #</u>	<u>Description</u>	<u>Amount</u>
41-3981-9822	Transfer-in CR	\$ (103,759)	22-8168-9800-0	Transfer out	\$ 103,759
41-5910-5000-0	School Capital	(103,759)	22-3931-0000	Capital Reserve Fund Balance	(103,759)

EXPLANATION: To transfer School Capital Sales Tax Set-Aside from the Capital Reserve Fund received in the prior year for additional HVAC capital needs as requested

Note: Appropriation of Fund Balance, Contingency and Transfers greater than \$10,000 must have Board approval

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

COUNTY OF POLK, NORTH CAROLINA

PROJECT BUDGET ORDINANCE Polk County High School HVAC Project

BUDGET EXPENDITURES

		<u>Original Budget</u> 5/3/2021	<u>Amended Budget</u> 8/2/2021	<u>Amended Budget</u> 12/6/2021
Capital Improvements	41-5910-0580-0	\$ 6,200,000	\$ 6,200,000	\$ 6,200,000
Professional fees	41-5910-0580-2		39,788	39,788
Additional Capital Needs	41-5910-5000-0		-	103,759
Total Expenditures		<u>\$ 6,200,000</u>	<u>\$ 6,239,788</u>	<u>\$ 6,343,547</u>

REVENUES

Loan Proceeds - BofA	41-3980-0004	\$ 6,200,000	\$ 6,200,000	\$ 6,200,000
Transfer In-Capital Reserve (School Capital Sales Tax)	41-3981-9822		39,788	143,547
Total Revenues		<u>\$ 6,200,000</u>	<u>\$ 6,239,788</u>	<u>\$ 6,343,547</u>

8/2/2021 - Increase project \$39,788 with School Capital set-aside money in the Capital Reserve Fund for issuance cost of the loan

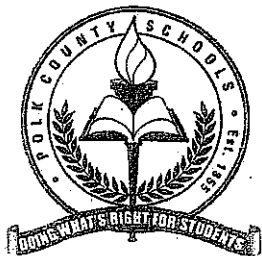
12/6/2021 - Increase project \$103,759 with School Capital set-aside money in the Capital Reserve Fund for additional capital project costs

Date approved & entered into the BOC minutes

COUNTY MANAGER

FINANCE OFFICER

-Project Ordinance: Polk HS Project



Sandra Hughes
Finance Officer
Polk County Government

Dear Sandra,

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Subtotal	\$171,056.04	\$103,759.00
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Sincerely,

Aaron Greene
Superintendent

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

December 6, 2021 Regular Meeting

Agenda Item#: A.

Action Requested:

Suggested Motion:

Motion to appoint applicants as presented.