

**BOARD OF
COMMISSIONERS
REGULAR MEETING
JUNE 19, 2023
5:00 PM**



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

-
1. Call to Order - Chairman Melton.
 2. Invocation - Commissioner Beiler.
 3. Pledge of Allegiance - Commissioner Overholt.
 4. Approval of Agenda
 - A. Items may be added or removed at this time.

Motion to approve the agenda.
 5. Consent Agenda - Motion to approve the Consent Agenda.
 - A. Approval of June 5, 2023 Budget Work Session, Public Hearing, and Regular Meeting Minutes.
 - B. Sheriffs Department Monthly Activity Report for May 2023.
 - C. Polk County Recruitment and Retention Resolution Extension.
 - D. Polk County EMS cancellation of uncollectible deceased patients debt in the amount of \$8,416.91.
 - E. Approval of lease agreement between Polk County and North Carolina Forest Service.
 - F. Budget Amendment to move funds to cover negatives and estimated expenses for the remaining of the fiscal year for 911 Communications.
 - G. Set aside \$6,500 received from the sale of retired K-9 officer, Jumper, to be used for the purchase of a future K-9.

Motion to approve the Consent Agenda.
 6. Citizen Comments on Agenda Items.
 7. Polk County Budget Ordinance for the Fiscal Year 2023/24 – Budget work sessions were held on May 15, 2023 and June 5, 2023. The budget public hearing was held on June 5, 2023.

Motion to adopt the Tax Levy and the Polk County Budget Ordinance for the Fiscal Year 2023/24.
 8. Polk County Schools (No County funds being requested) - Brandon Schweitzer, Ed. D., Director of Operations.

A. Needs-Based Public School Capital Fund (NBPSCF) Requests - First payment on the Tryon Elementary PreK Addition Project.

Motion to approve the Distribution Request.

B. Public School Building Repair & Renovation Fund (PSBRRF) Request - Roof replacement of the gym at Polk County High School.

Motion to approve the Distribution Request.

C. Public School Building Capital Fund (PSBCF) Disbursement Application - Purchase and installation of a new dishwasher at Tryon Elementary.

Motion to approve the application.

9. Polk County Farmers Markets Discussion - Dawn Jordan, Agriculture Economic Development Director.

10. Interlocal Agreement between Town of Columbus and Polk County for Fire Safety Services - Bobby Arledge, Emergency Management Director.

Motion to approve the interlocal agreement as presented.

11. Fire Rescue Advisory Committee (FRAC) By-Law Updates - Bobby Arledge, Emergency Management Director.

Motion to approve the updated Fire Rescue Advisory Committee (FRAC) By-Laws.

12. YMCA Gift and Naming Rights Agreement - Manager Pittman.

Motion to approve the YMCA Gift and Naming Rights Agreement.

13. Budget Amendments - Sandra Hughes, Finance Director will present any budget amendments, that may need approval for FY 2022-2023.

14. Citizen Comments on Non-Agenda Items.

15. Volunteer Board Application(s)

A. Volunteer Board Applications for Consideration: Appearance Commissioner - Joe Cooper, Donald Dicey, Clyde S. Younkin. Fire Rescue Advisory Committee - Derrick Overholt, John J. Sauve. Health and Human Services Agency Board - Steve Burney, Linley Foster, Scott Hamby, Dr. Bill Hay, and Kevin Reynolds. Zoning Board of Adjustment - Betty Hill.

Motion to approve the applicants as presented.

16. Chairman and Commissioner Comments.

17. Adjournment

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: A.

ATTACHMENTS:

Description	Type	Upload Date
Draft Minutes	Cover Memo	6/13/2023

POLK COUNTY BOARD OF COMMISSIONERS
Budget Work Session, Budget Public Hearing, and Regular Meeting
June 5, 2023 - 5:00 PM
R. Jay Foster Hall of Justice - Womack Building
Columbus, NC
MINUTES

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

1. Budget Work Session

A. Call to Order the Budget Work Session - Chairman Melton.

Chairman Melton called the Budget Work Session to order.

B. Budget Discussion

Bobby Arledge, Emergency Management Director, presented the answers to questions that the Commissioners had requested further clarification regarding Columbus's Fire Department budget request. After discussion, the consensus of the Board was to change the proposed budget increase to .0075 for the Columbus Fire Department.

C. Adjourn Budget Work Session

Commissioner Moore moved to adjourn the Budget Work Session, seconded by Vice-Chairman Yoder and the motion carried unanimously.
Absent: Overholt

2. Public Hearing on the Proposed Fiscal Year 2023-2024 Budget.

A. Call to Order the Public Hearing - Chairman Melton. The purpose of the hearing was to receive public comment on the proposed FY 2023/24 budget. The public hearing was properly advertised. A copy of the County Manager's recommended budget for FY 23/24 was available for review on the County website, www.polknc.org, or in the County Manager's Office located at 40 Courthouse St., Columbus.

B. Citizen Comments.

There was one citizen comment in reference to Columbus Fire Department budget request.

There was a five minute recess prior to the Regular Meeting.

C. Adjourn Public Hearing.

Commissioner Moore moved to adjourn the Public Hearing, seconded by Vice-Chairman Yoder and the motion carried unanimously.

Absent: Overholt

3. Call to Order the Regular Meeting - Chairman Melton.
4. Invocation - Vice-Chairman Yoder.
5. Pledge of Allegiance - Commissioner Beiler.
6. Approval of Agenda

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

Vice-Chairman Yoder moved to add Resolution in Opposition to House Bill 66 (=72), Board of Education Election as agenda item 6B, seconded by Commissioner Moore and the motion carried unanimously.

Absent: Overholt

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

Absent: Overholt

B. Resolution in Opposition to House Bill 66 (=72), Board of Education Elections

Chairman Melton read the proposed Resolution opposing a partisan school board election method in Polk County.

Commissioner Beiler moved to approve the resolution, seconded by Commissioner Moore and the motion carried unanimously.

Absent: Overholt

7. Consent Agenda - Motion to approve the Consent Agenda.
 - A. July 2023 - December 2023 Board of Commissioners' Regular Meeting Schedule and Resolution.
 - B. Approval of May 15, 2023 Budget Work Session Minutes.
 - C. Approval of May 15, 2023 Public Hearing and Regular Meeting Minutes.
 - D. Request to schedule Work Session on July 24, 2023 at 5:00 pm for proposed zoning ordinance amendments.
 - E. Tax Refund Request in the amount of \$10,459.89.
 - F. Annual NC Department of Transportation (NCDOT) Grant Submission Pre-Application for FY 2025.
 - G. Approval of two Budget Amendments - DSS \$70,000 decrease excess budget from group health insurance to purchase two vehicles; Grant Fund

- Bulldog \$75,000 reimbursement to County to return to Dept. of Commerce for Bulldog grant.

Vice-Chairman Yoder moved to approve the consent agenda, seconded by Commissioner Moore and the motion carried unanimously.
Absent: Overholt

8. Citizen Comments on Agenda Items.

There were none.

9. Recognition of Governor's Volunteer Service Award Recipients - Ronette Dill, Polk County Schools Grants & Services Coordinator.

Ronnette Dill served as Polk County's coordinator for the 2023 Governor's Volunteer Service Award. The award was created in the Office of the Governor in 1979 and honors people who have shown concern and compassion for their neighbors by making a significant contribution to their community through volunteer service. In May, the North Carolina Commission on Volunteerism and Community Service announced the 2023 Governor's Volunteer Service Award recipients and three of them were from Polk County. Those recipients were Sofia Lilly, nominated by Cathey C. Stoney; Don Dicey, nominated by Pam Torlina; and Dr. Warren J. Carson, nominated by Dr. Joseph Fox. Dr. Carson was chosen to also receive the Governor's Medallion Award for volunteerism and was recognized in a special ceremony in Raleigh on May 18th. All recipients and those who nominated them were present and recognized.

10. Polk County Veterans Services - Gina Cashion, Veterans Services Officer.

Gina Cashion, Veterans Affairs Officer said there will be a Veterans Benefits Live, VA in My Town event on June 16th at Polk County High School from 9 am to 2 pm. Any Veteran or survivor interested in filing a claim for VA disability compensation - to include the new Promise to Address Comprehensive Toxics (PACT) Act benefits - survivor's pension, Veteran Readiness, and Employment services, or needing assistance with an existing VA claim is encouraged to attend. Representatives from the Winston-Salem VA Regional Office will meet face-to-face with Veterans and survivors to address questions and concerns. Attendees can file a claim for compensation, pension, or other VA-related benefits, submit evidence, and speak to a VA claims processor about existing claims all on the same day.

In addition to information on the VA disability claims process, experts will be on hand from the Veterans Health Administration (VHA) to assist with VA healthcare eligibility and enrollment, and VHA clinicians will be available to conduct onsite Toxic Exposure Screenings. Vet Center counselors will be onsite to assist with bereavement, military sexual trauma, substance abuse, and mental health screening.

11. Resolution in support of a Housing Study for Polk County - Cathy Ruth, Planning/Economic Development Director and Alan Toney, Community &

Economic Development Director, Foothills Regional Commission.

Alan Toney, Community & Economic Development Director, Foothills Regional Commission said one of the issues Western North Carolina has faced over the last few years is a true housing crisis. He presented a proposed resolution for approval to conduct a housing study by the Foothills Regional Council of Government. This study, funded by The Dogwood Trust, will project the long-term need pertaining to housing, based on historical growth trends.

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

Absent: Overholt

12. Interlocal Agreement between City of Saluda and Polk County for Fire Safety Services - Bobby Arledge, Emergency Management Director.

Mr. Arledge said the Interlocal Agreement is to allow Polk County to conduct fire inspections within the City of Saluda for a fee of \$50 per inspection. A similar agreement from the Town of Columbus will be forthcoming. The City of Saluda has already approved the agreement. Polk County and the Town of Tryon finalized their agreement in April.

Commissioner Beiler moved to approve the interlocal agreement with Saluda as presented, seconded by Vice-Chairman Yoder and the motion carried unanimously.

Absent: Overholt

13. Citizen Comments on Non-Agenda Items.

There was one citizen comment on non-agenda items.

14. Volunteer Board Application(s)

- A. Applications for Consideration: D. Marche Pittman, Isothermal Community College Board of Trustees. Rick Delfosse - Columbus Fire District Tax Commission.

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

Absent: Overholt

15. Chairman and Commissioner Comments.

The Commissioners collectively thanked the public for attending the meeting, all staff involved in the budget process, as well as a special thanks to all public safety personnel.

16. Adjournment

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

Absent: Overholt

Attest:

POLK COUNTY BOARD OF
COMMISSIONERS

Kristy A Tipton
Clerk to the Board

Tommy W. Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: B.

ATTACHMENTS:

Description

Type

Upload Date

May Activity Report

Cover Memo

6/8/2023



Activity Report May 2023

<i>CALLS FOR SERVICE</i>				
Alarms (Residential/Commercial)	16		Intoxicated Person Report/Driver	3
Animal Complaint/Livestock	125		Involuntary Commitment/Mental Subject	8
Armed Person	1		Juvenile Complaint	7
Assault/Abuse	8		Larceny Report/Shoplifting	8
Assist FD/EMS/Rescue	8		Missing Person Report	3
Assist Law Enforcement Agency	30		911 Follow Up/Hang up	45
Assist Motorist/Public	43		Property Damage	2
Assist Other/Outside Agency	11		Property (Recovered/Found/Abandoned)	2
Breaking & Entering	4		Shots Fired (Report/Complaint)	6
Citizen Contact/Call by Phone	52		Special Activity/Event	3
Civil Related/Custody Dispute	18		Stolen Vehicle	3
Communicating Threats	6		Suicide (Threat/Attempt/Report)	1
D.O.A.	4		Suspicious Activity (Person/Vehicle)	76
Disturbance (Fight/Noise/Dispute)	14		Traffic Control/C&R Driver	52
Domestic Related	18		Trespassing	21
Drug Related	1		Vandalism	3
Escort (Funeral/Public)	2		Vehicle Pursuit	2
Follow-Up Investigation	55		Warrant/Process Service/Search Warrant	118

Fraud/Forgery Report	6		Welfare Check	23
Harassment/Stalking	2			

<i>ANIMAL CONTROL</i>	
Animals Picked up <i>*see notes below</i>	33
Bite Report	9
* 24 Dogs, 7 Cats, 1 Raccoon, 1 Opossum	

<i>LOBBY</i>	
Fingerprinting	69
Telephone Calls	597
In Person	604

<i>ARRESTS</i>	
Misdemeanor	12
Felony	17

<i>OTHER</i>	
Weapons Seized	10
Traffic Stops	183
Citations Issued	51
Charges by Citation	56
Checkpoint	7

<i>CIVIL</i>	
Civil Summons & Complaint	12
Domestic Protection Order	0
Order to Appear & Show Cause	0
Order to Appear/Show Cause-Child Support	3
Other	23
<i>TOTAL</i>	38

<i>SECURITY CHECKS</i>	
Residence	66
Business	980
Church	233
School	113
<i>TOTAL</i>	1392

DETENTION CENTER

Inmates Admitted

72

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: C.

ATTACHMENTS:

Description

Type

Upload Date

Resolution

Cover Memo

6/2/2023

**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 June 20 - July 3, 2022 pay period and ending in the December 4 - 17, 2023 pay period.
2. Any new person who accepts a position with Polk County Local Government between Jul 1, 2022 and December 31, 2023 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, 2021.
Amended on the 6th day of June, 2022. Amended on the 3rd day of April, 2023. Amended on the 19th day of June, 2023.

ATTEST:

POLK COUNTY BOARD
OF COMMISSIONERS

Kristy A. Tipton
Clerk to the Board

Tommy W. Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: D.

ATTACHMENTS:

Description

Type

Upload Date

Write offs

Cover Memo

6/14/2023

Ticket Info Run Links V

Patient: Patient Expired

Company

Remaining Amount

Payments

IsNotNull

EqualCOUNTY LOCAL GOVERNMENT

GreaterThan 0

Equal 0

POLK COUNTY LOCAL PCES

DOS: Ticket #	Incident #	Charge	Payments	W/O and Adj	Balance
09/22/19 <u>PCES-58736968:1</u>	PCES-58736968:1	\$647.89	\$0.00	\$0.00	\$647.89
01/20/21 <u>PCES-66207348:1</u>	PCES-66207348:1	\$775.08	\$0.00	\$0.00	\$775.08
10/06/21 <u>PCES-71443996:1</u>	PCES-71443996:1	\$566.87	\$0.00	\$0.00	\$566.87
10/10/21 <u>PCES-71540107:1</u>	PCES-71540107:1	\$775.07	\$0.00	\$0.00	\$775.07
03/06/22 <u>PCES-74457045:1</u>	PCES-74457045:1	\$1,097.00	\$0.00	\$0.00	\$1,097.00
10/01/22 <u>PCES-78469924:1</u>	PCES-78469924:1	\$1,064.00	\$0.00	\$0.00	\$1,064.00
10/06/22 <u>PCES-78571405:1</u>	PCES-78571405:1	\$938.00	\$0.00	\$0.00	\$938.00
01/16/23 <u>PCES-80563702:1</u>	PCES-80563702:1	\$1,025.00	\$0.00	\$0.00	\$1,025.00
03/23/23 <u>PCES-81847284:1</u>	PCES-81847284:1	\$746.00	\$0.00	\$0.00	\$746.00
03/23/23 <u>PCES-81851031:1</u>	PCES-81851031:1	\$782.00	\$0.00	\$0.00	\$782.00
Total Number Tickets:	10	\$8,416.91	\$0.00	\$0.00	\$8,416.91

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: E.

ATTACHMENTS:

Description	Type	Upload Date
Lease	Cover Memo	6/13/2023
PO	Cover Memo	6/13/2023

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF POLK

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between, **POLK COUNTY**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and as amended on September 8, 1999 and December 7th, 1999, and April 1, 2003

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out, has delegated to the Department of Agriculture the Authority to execute this lease agreement by a memorandum dated the 26th day of March 1982; and as amended on the 26th day of December, 2016 and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town/City of Columbus**, County of Polk, North Carolina, more particularly described as follows:

Being approximately 201 net square feet of office space located at 2881 NC HWY 108 Columbus, (Polk County), North Carolina 28722 and further described in "Exhibit A"

**(DEPARTMENT OF AGRICULTURE)
(NC Forest Service)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of Three **(3) years**, commencing on the 1st **day of June 2023**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of May 2026**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$2,400** Dollars per annum, which sum shall be paid in equal monthly installments of **\$200** Dollars. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.
3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- a. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- b. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provisions for the handling of recyclable items such as aluminum cans, cardboard and paper. Maintenance of lawns, parking areas (including snow removal) and common areas is required.
- c. Parking
- d. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- e. All stormwater fees.
- f. Any fire or safety inspection fees.
- g. Daily janitorial service and supplies.
- h. All utilities, except telephone.
- i. All land transfer tax/fees imposed by the County or City in which the space is located.
- j. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- k. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or

attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **Polk County: P0 Box 308 Columbus, NC 28722** and the Lessee at **North Carolina Department of Agriculture**

& Consumer Services Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. 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 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 TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Andrew A. Meier
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, A Notary Public in and for the County and State aforesaid, do hereby certify that **Andrew A. Meier** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Acting Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20____.

Notary Public
Printed Name: _____

My Commission expires _____

LESSOR:

By: _____ (SEAL)
Signature

Print Name and Title

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____, Manager of
_____ personally came before me this day and acknowledge
the due execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the
____ day of _____, 20____.

Notary Public
Printed Name: _____

My Commission expires _____

THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. ALL RELEVANT FACTORS, TO INCLUDE MOVING EXPENSES, WILL BE EVALUATED AS PART OF THE SELECTION PROCESS.

ELECTRONIC responses ONLY will be accepted for this RFP.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: POLK County 2. LESSOR'S Representative: Marche Pittman

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION ☒ D. GOVERNMENTAL E. NON-PROFIT F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: TAX I.D. #

MAILING ADDRESS: PO Box 308 CITY: Columbus ZIP: 28722 PHONE#: 828-817-1770 CELL#: E-MAIL: mpittman@polknc.org

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor) Office space 201 sq. ft/.

STREET ADDRESS CITY COUNTY ZIP CODE 2881 NC HWY 108 E Columbus NC 28722 POLK County

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED A. OFFICE 201 sq ft B. WAREHOUSE C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	201		11.94	YES	YES	YES	clientele
WAREHOUSE							state car
OTHER							
TOTALS		2,400	XXXX	XXXX			XXXX

Lessor will provide (2) employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM: 3 YEARS BEGINNING DATE: June1, 2023- May 31, 2026

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

3 year lease

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos? YES ☒ NO

Is the proposed building free of hazardous lead paint? YES ☒ NO

DEPARTMENT: DIVISION:

CITY: SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR:		
9. ADDITIONAL INFORMATION		
10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below		
11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?		
YES	NO	PARTIALLY
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:		
12. This proposal is made in compliance with the specifications furnished by <u>NCDA</u> I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until <u> </u> . I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.		
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):		
<i>(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i> 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 this proposal, you 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.		
Printed Name of Lessor		
Signature of Lessor		
Date		
ELECTRONIC DELIVERY INSTRUCTIONS		
To be considered this proposal must be submitted prior to 4:00 PM on the cutoff. No faxed, e-mailed or hand delivered proposals will be accepted. PHONE: (919)707-3167		
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage: 1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions. 2. Deduct from the Inside area the following: *a. Toilets and lounges *b. Entrance and elevator lobbies *c. Corridors *d. Stairwells *e. Elevators and escalator shafts *f. Building equipment and service areas *g. Stacks, shafts, and interior columns *h. Other space not usable for State purposes		
*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.		
DEPARTMENT	DIVISION:	
CITY:	SQUARE FEET:	AGENT:
CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:		
FORM (PO-28) (2021)		

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: F.

ATTACHMENTS:

Description

BA

Type

Cover Memo

Upload Date

6/14/2023

POLK COUNTY FINANCE

BUDGET AMENDMENT

DATE: 6/19/2023 BOC meeting

Dept: 911 Communications

Transfer # 97

BATCH #: _____

INCREASE BUDGETED EXPENDITUREDECREASE BUDGETED EXPENDITURE

GL ACCOUNT

10-4325-1240-0	Part-Time Salaries	\$	2,702
10-4325-1330-0	Over-Time Additional	\$	34,715
10-4325-2510-0	Auto Supplies - Fuel	\$	507
10-4325-3110-0	Travel	\$	527
10-4325-3210-0	Telephone & Postage		427
10-4325-3950-0	Employee Training		347
		\$	39,225

GL ACCOUNT

10-4325-1210-0	Salaries	\$	(4,225)
10-4325-1220-0	Salaried Over-Time Pay	\$	(11,000)
10-4325-1230-0	Holiday Pay	\$	(14,000)
10-4325-1810-0	FICA	\$	(4,000)
10-4325-1820-0	Retirement Expense		(6,000)
		\$	(39,225)

EXPLANATION: Moving money to cover negatives and estimated expenses for the remaining of the fiscal year.

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

Date approved & entered into the BOC minutes

06/13/2023

Department Manager_____
COUNTY MANAGER_____
FINANCE OFFICER

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: 7.

ATTACHMENTS:

Description	Type	Upload Date
Budget Ordinance	Cover Memo	6/8/2023

Suggested Motion:

Motion to adopt the Tax Levy and the Polk County Budget Ordinance for the Fiscal Year 2023/24.

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

Section 1: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Current Year Property Tax	\$ 18,113,294
Current Year Motor Vehicle Tax	1,343,864
Prior Year Property Taxes	233,090
Prior Year Motor Vehicle Taxes	600
Tax Penalties	101,772
Tax Advertising Revenue	8,600
Garnishment Fees	2,130
Foreclosure Fees	-
Tax Collection Fees	85,401
Tax Discounts	(233,484)
Tag Office Notary Fee	29,517
Sales Tax	6,328,962
Register of Deeds	142,065
Tag Office	70,000
Cable Franchise	20,925
JCPC	83,404
Emergency Management	39,459
Library Grants	90,368
Hold Harmless - Medicaid	598,399
Court Cost & Fees	57,009
Sheriff's Services	19,782
Election Filing Fees	-
Jail Fees	250,000
Building Permits	270,000
Zoning/Subdivision Fees	7,110
Reg of deeds - Excise Stamps	250,000
R.O.D. -10% Office Enhance	25,000
EMS Receipts	1,062,210
School Resource Officer	133,332
NC AG Cost Share	17,379
Agriculture-Fees/Grants	44,000
Fire Inspection/Alarm Fee	10,000
Library Fines & Fees	1,500
Recreation	3,000
Interest Income	808,963
Sale of Assets	-
ABC Revenues	5,038
Donations/Bequests/Grants	19,490
Miscellaneous	275
Transfer In	42,624
Fund Balance Appropriation	30,000
Total General Fund Revenues	\$ 30,115,078

Section 2: The following amounts are hereby appropriated in the General Fund
for the operation of the county government and its activities for the fiscal
year beginning July 1, 2023, and ending June 30, 2024, in accordance with
the chart of accounts heretofore established for the County:

Governing Body	\$	396,594
Administration		456,968
Finance		454,956
Human Resources		117,891
Tax Collector/Assessor		667,944
Tag Office		86,315
Legal		80,421
Courts		15,900
Elections		268,892
Register of Deeds		262,042
Public Buildings		569,636
Information Systems		627,053
Sheriffs Departments		6,793,361
Communication		883,242
Emergency Services		2,817,749
Building Inspections		378,758
Forestry		82,036
Planning & Zoning		175,721
Cooperative Extension		266,021
Soil & Water Conservation		184,733
Agriculture Economic Development		162,492
Mental Health & Alcohol Rehab		80,191
Juvenile Crime Prevention		99,545
Education		6,736,846
Economic & Development		69,041
Library		742,184
Recreation		467,652
Debt Service		1,620,283
Personnel		196,966
Non-Department		
Contingency		100,000
Insurance/Other		834,060
Transfers to Other Funds		3,419,585
Total General Fund Expenditures	\$	<u>30,115,078</u>

2023-2024
Budget Ordinance

Section 3: It is estimated that the following revenues will be available in the Consolidated Human Services Agency Fund (CHSA) for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Social Service Program Revenues	\$	2,583,004
Senior Center Services		162,167
Transportation Services		857,359
Veterans Administration		2,175
Public Health Services		780,817
SW School Reimbursement		20,000
Grants		-
Miscellaneous		-
Transfer from General Fund		2,766,413
Total CHSA Revenue	\$	7,171,935

Section 4: The following amounts are hereby appropriated in the CHSA Fund for the operation of the county government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Social Services	\$	4,350,323
Transportation		1,092,836
Health Dept.		1,148,079
Senior Centers		502,477
Veteran's Administration		78,220
Total CHSA Expenditures	\$	7,171,935

Section 5: It is estimated that the following revenues will be available to the Revaluation Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from General Fund	\$	170,812
Fund Balance Appropriation		148,735
Investment Earnings		-
Total Revaluation Revenue	\$	319,547

Section 6: The following amounts are hereby appropriated in the Revaluation Fund for revaluation of property in Polk County during the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Contracted Services	\$	148,350
In-house Labor		68,377
Professional Service		25,085
Reserve for Revaluation		77,735
Total Revaluation Expenditures	\$	319,547

Section 7: It is estimated that the following revenues will be available in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

NC 911 Funds	\$	192,971
Fund Balance Appropriation		-
Total E-911 Revenue	\$	192,971

Section 8: The following amounts are hereby appropriated in the Emergency Telephone System Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Operations/Programs	\$	192,971
Total E-911 Expenditures	\$	192,971

Section 9: It is estimated that the following revenues will be available in the Tourism Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Occupancy Tax	\$	309,390
General Fund Transfer		7,267
Fund Balance Appropriation		-
Tourism Revenue	\$	316,657

Section 10: The following amounts are hereby appropriated to the Tourism Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Salaries & Benefits	\$	218,039
Operations/Programs		98,618
Tourism Total Expenditures	\$	316,657

Section 11: It is estimated that the following revenues will be available in the Capital Reserve Fund the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Transfer from General Fund	\$	430,095
Fund Balance Appropriation		-
Interest Income		-
Total Capital Reserve Revenue	\$	<u><u>430,095</u></u>

Section 12: The following amounts are hereby appropriated to the Capital Reserve Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Reserve for Future Dam Repair	\$	-
School Capital Set-aside		430,095
Reserve for YMCA		-
Capital Reserve Expenditure	\$	<u><u>430,095</u></u>

Section 13: It is estimated that the following revenues will be available in the Solid Waste Enterprise Fund the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Tipping Fees	\$	1,584,721
Availability Fees		390,000
Other Revenues		129,238
Fund Balance Appropriation		26,614
Solid Waste Total Revenues	\$	<u><u>2,130,573</u></u>

Section 14: The following amounts are hereby appropriated to the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Salaries & Benefits	\$	342,076
Operations		1,788,497
Solid Waste Total Expenditures	\$	<u><u>2,130,573</u></u>

2023-2024
Budget Ordinance

Section 15: It is estimated that the following revenues will be available in the Internal Service Fund the fiscal year beginning July 1, 2023, and ending June 30, 2024:

Health Insurance Premiums	\$	-
Fund Balance Appropriation		42,624
Internal Service Total Revenues	\$	42,624

Section 16: The following amounts are hereby appropriated to the Internal Service Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

Transfer to General Fund	\$	42,624
Internal Service Total Expenditures	\$	42,624

Section 17: It is estimated that the following revenues will be available in the Other Miscellaneous Governmental Special Revenue Fund the fiscal year beginning July 1, 2023 and ending June 30, 2024:

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

Section 18: The following amounts are hereby appropriated to the Other Other Miscellaneous Governmental Special Revenue Fund for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the chart of accounts heretofore established for the County:

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

Section 19: There is hereby levied for Fiscal Year 2024 an ad valorem property tax on all property having a situs in Polk County as listed for taxes as of January 1, 2023, at the statutory tax rate of \$0.5343 per one hundred dollars (\$100) of assessed value of such property, pursuant to and in accordance with the Machinery Act of Chapter 105 of the North Carolina General Statutes and other applicable law for the purpose of raising revenue included in "Current Year Property Taxes" in the General Fund in Section 2 of this ordinance.

Section 20: The following rates are levied per \$100.00 for the Fire Districts:

Columbus	0.1025
Green Creek	0.1039
Mill Spring	0.1054
Saluda	0.1300
Sunny View	0.1085
Tryon	0.1186
Edneyville	0.0945
Blue Ridge	0.1166
Dana	0.1132

Section 21: There is hereby levied a tax rate of 0.0385 per \$100 for the Harmon Field District.

Section 22: There is hereby levied a tax rate of 0.03 per \$100 for the Saluda School District.

Section 23: As provided by the resolution by the Polk County Board of Commissioners on Monday, February 20, 1995, the operating allocation to the Polk County Schools shall be made according to Purpose and Function, provided that they do not change the local appropriation. The Board of Education may change the allocation of funds within Purpose & Function up to 9% with no notice, and 10% or more with the approval of the Board of Commissioners. The Board of Education may appropriate Fund Balance without complying with the above requirements, but they should notify the Board of Commissioners within a timely manner. Payments for all capital expenditures shall be made upon presentation of the appropriate invoices to the County Finance Office.

Section 24: The following procedures and authorities shall apply to transfers and adjustments with the budget:

- A. Transfers Between Funds: Transfers of appropriations between funds in amounts in excess of \$20,000 each may be made only by the Board of Commissioners. Individual transfers between funds of or less than \$20,000 may be made by the County Manager when necessary or appropriate to adjust for over or under receipts or expenditures from a particular fund.
- B. Transfers Between Departments: Transfers of appropriations between departments in a fund and from contingency and fund balance shall be approved by the Board of Commissioners, or may be approved by the County Manager in conformance with the following guidelines:
 - 1. The County Manager finds that they are consistent with operational needs, and any board approved goals.
 - 2. An inter-Department transfer does not exceed \$20,000 (with the exception of an emergency with a majority consensus of the Board, to be reported to the Board at the next regular meeting and entered into the minutes).
 - 3. Transfers from contingency or fund balance must have three (3) votes by the Board of Commissioners and entered into the minutes.
- C. Transfers Within Departments: Department Managers may transfer line item appropriations between activities within the department under their jurisdiction with approval of the County Manager up to \$20,000. Transfers over \$20,000 within a department must have approval of the Board of Commissioners with the exception of an emergency with a majority consensus of the Board and to be reported to the Board at the next regular meeting and entered into the minutes.
- D. Transfers of Capital Projects Appropriations: Transfers of appropriations between projects within a capital project fund may be made by the County Manager when necessary or appropriate to adjust for over or under receipts or expenditures from a particular project. Transfers into or out of a capital project fund must have approval of the Board of Commissioners.
- E. Additional Funding: The Manager may modify the budget for additional funding from any Local, Federal or State program previously approved by the Board of Commissioners and for pass through monies from other sources, providing no local funding is stipulated, without a report being required.

2023-2024
Budget Ordinance

Section 25: Operating funds encumbered on the financial records of the County as of June 30, 2023, are hereby reappropriated to this budget.

Section 26: Copies of this Budget Ordinance shall be furnished to the Clerk to the Board of Commissioners and the Finance/Budget Officer to be kept on file by them for their direction in the disbursement of funds.

ADOPTED this _____ day of June, 2023

Tommy W. Melton, Chairman
Polk County Board of Commissioners

ATTEST:

Kristy Tipton
Clerk to the Board

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: 8.

ATTACHMENTS:

Description	Type	Upload Date
NBPSCF	Cover Memo	6/7/2023
PSBRRF	Cover Memo	6/7/2023
PSBCF	Cover Memo	6/7/2023

**DISTRIBUTION REQUEST
NEEDS-BASED PUBLIC SCHOOL CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**
Date of Request: 6/5/2023

DPI USE ONLY
Approved:
Date:

County: Polk
Address: 40 Courthouse St., PO Box 308 Columbus, NC 28722
LEA: Polk County Schools (750)
Address: 125 East Mills St., Columbus, NC 28722

Contact Person: Brandon Schweitzer
Title: Director of Operations
Phone: 828-894-1023
Email: bschweitzer@polkschools.org

Project Title: Tryon Elementary PreK Expansion
Project Address: 100 School Pl., Tryon, NC 28782

The Needs-Based Public School Capital Fund is governed by Article 38B of GS 115C-546. The purpose of the NBPSCF is to assist counties with their critical public school building capital needs. Grant funds may be used for construction of new public school buildings, as well as additions, repairs, and renovations to existing public school buildings. Grant funds cannot be used for real property acquisition, or for capital improvements to administrative buildings. Grant funds may be utilized for a lease agreement per GS 115C-546.13. **Do Not use this Distribution Request Form for lease payments.**

Total Project Costs (per signed agreement)	State Grant		Local Match		Total
Planning / Design	\$	+	\$	=	\$
Construction	\$ 1,300,000.00	+	\$ 65,000.00	=	\$ 1,365,000.00
Other	\$	+	\$	=	\$
Total	\$	+	\$	=	\$

Design Firm: Pinnacle Architecture

Date of Design Contract: 10/10/2022

Bid Date (☒ actual ☐ estimated): 4/6/2022

General Contractor: Champion Construction

Date of Construction Contract: 3/14/2023

Construction Start Date (☒ actual ☐ estimated): 5/1/2023

Completion Date (☐ actual ☒ estimated): 1/31/2024

Local Matching Fund Requirement: ☐ 1:1 | ☐ 1:3 ---- or ---- ☐ 0% | ☒ 5% | ☐ 15% | ☐ 25% | ☐ 35%

Source(s) of matching funds: Local Capital Funding

Project Costs (as of date): \$407,075.00	State Grant		Local Match		Total
Planning / Design	\$	+	\$	=	\$
Construction	\$ 77,538.10	+	\$ 3,876.90	=	\$ 81,415.00
Other	\$	+	\$	=	\$
Total	\$ 77,538.10	+	\$ 3,876.90	=	\$ 81,415.00

Grant Funds Requested	All Prior Requests		This Request		Total
Planning / Design	\$	+	\$	=	\$
Construction	\$ 0	+	\$ 77,538.10	=	\$ 77,538.10
Other	\$	+	\$	=	\$
Total	\$ 0	+	\$ 77,538.00	=	\$ 77,538.10

Supporting Documentation: At DPI's request, submit documentation to DPI substantiating project expenditures identified here.

Reporting Requirements

We, the undersigned, agree to submit a report describing the progress of this project, including State and Local amounts expended, as follows: 1) with each distribution request; 2) annually on or before April 1 of each year; and 3) within 90 days following completion of the project (final payment). We certify that the project herein described is within the parameters set forth in Article 38B of GS 115C-546, and that all the required local funding is available and designated as a Local Match for this project. We certify that Local Matching Funds are derived from non-State and non-Federal funds and will be expended along with Needs-Based Grand funds as the project progresses.

(Signature - Chair, County Commissioners)

(Date)



(Signature - Chair, Board of Education)

6/5/2023
(Date)

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

DPI USE ONLY

Approved By: _____

Date: _____

Date of Request: 6/5/2023

County: Polk Contact Person: Brandon Schweitzer
Address: 40 Courthouse St., PO Box 308, Columbus, NC 28722 Title: Director of Operations
LEA: Polk County Schools (750) Phone: 828-894-1023
Address: 125 E. Mills St., Columbus, NC 28722 Email: bschweitzer@polkschools.org

Project Title: PCHS Gym Roof
Project Address: 1681 E. NC 108 Hwy
Columbus, NC 28722
Type of Facility: High School

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Roof restoration for existing roof structure over the gym.
Est. start - 7/17/23. Est completion - 7/28/23

Estimated Costs:

Planning and Design Services.....	\$0
New Construction – Facility Enlargement	\$0
New Construction – Addition(s)	\$0
Existing Construction – Facility Improvements	\$100,430.00
Existing Construction – Facility Repairs	\$
Existing Construction – Facility Renovations	\$
TOTAL	\$100,430.00

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$100,430.00 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature – Chair, County Commissioners)



(Date)

6/5/2023

(Signature – Chair, Board of Education)

(Date)

PRINT FORM

CLEAR FORM

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Polk

Contact Person: Brandon Schweitzer

LEA: Polk County Schools (750)

Title: Director of Operations

Address: 125 E Mills St., Columbus, NC 28722

Phone: 828-894-1023

Project Title: TES Dish Washer Replacement

Location: 100 School Pl, Tryon, NC 28782

Type of Facility: Elementary School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Replacement of dish washing unit in kitchen.

Estimated Costs:

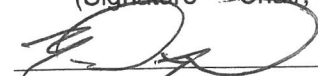
Purchase of Land	\$	0.00
Planning and Design Services		0.00
New Construction		0.00
Additions / Renovations		0.00
Repair		60,315.55
Debt Payment / Bond Payment		0.00
TOTAL	\$	60,315.55

Estimated Project Beginning Date: 7/24/2023 Est. Project Completion Date: 7/28/2023

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 60,315.55 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

(Signature — Chair, County Commissioners)



(Signature — Chair, Board of Education)

(Date)

6/5/2023

(Date)

**INTERLOCAL AGREEMENT
BETWEEN
TOWN OF COLUMBUS
AND
POLK COUNTY
FOR FIRE SAFETY SERVICES**

THIS INTERLOCAL AGREEMENT ("ILA") is entered into effective July 1, 2023 by and between Polk County, North Carolina, a political subdivision of the State of North Carolina and body corporate ("County"), and the Town of Columbus, a municipal corporation of the State of North Carolina ("Town"), collectively "the Parties." Both Parties are duly organized and operate under and through the laws of the State of North Carolina.

WHEREAS, the Town of Columbus is charged with the administration and enforcement of the International Building Code and the International Fire Code within its corporate limits; and

WHEREAS, the International Building Code and the International Fire Code require various inspections of new and existing occupancies and buildings; and

WHEREAS, the County has the statutory authority, competence and desire to undertake certain inspections within the town's corporate limits; and

WHEREAS, North Carolina law permits governmental entities to enter into agreements to the advantage of each;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants stated herein and the performance to be rendered under this ILA, the Parties agree as follows:

Section 1. Purpose and Authority

The Parties desire to contract with one another for the County to provide fire inspection services within the Town's jurisdiction. The Parties agree that this ILA should be liberally construed to effectuate its purpose.

Section 2. Scope of Agreement

The Parties agree as follows:

A. Fire Inspector Position: The County will employ and supervise an experienced and qualified Fire Inspector as a County employee ("Inspector"). The County will ensure that the Inspector position remains filled for the duration of this ILA.

B. Duties of the Parties:

(1) The County through its Inspector will be responsible for performing fire safety plan reviews and all fire safety inspections, including assistance with fire code compliance and

enforcement, within the Town's corporate limits that are required by the International Fire Code as currently in effect and as may be amended, including without limitation inspections of existing occupancies and follow up inspections to ascertain if previously-noted deficiencies have been corrected.

(2) The County shall invoice the Town on a quarterly basis for all fire inspection services performed by the Fire Inspector within the Town's jurisdiction during the preceding quarter. The rate charged by the County to the Town shall be Fifty Dollars (\$50.00) per inspection.

(3) The County through its Inspector will provide copies of all inspection reports for all property within the Town's jurisdiction. The report must describe all deficiencies. If a deficiency is deemed to be life threatening, the County must immediately notify Town.

(4) The Town and County will work cooperatively with the Fire Inspector to ensure that all new buildings and structures are inspected prior to the issuance of a Certificate of Occupancy.

(5) The County will ensure the Fire Inspector receives one set of building plans for all new commercial occupancies within the Town's corporate limits.

(6) Each Party will ensure that any employee assigned to participate in inspections regularly attends relevant preapplication meetings (both internal and with the applicant) and approved training, and obtains any required certifications prior to engaging in inspection activities.

(7) The County will schedule an annual meeting at which the time the Parties will review any cost increases of the services provided by the County to the Town, the number of inspections, the inspection schedule, and the number of plan reviews and inspections conducted in the previous year.

Section 3. Additional Terms and Conditions.

A. Relationship of the Parties: No agent, official, employee, servant, or representative of the Town is an officer, employee, agent, servant, or representative of the County for any purpose. No agent, official, employee, servant, or representative of the County is an officer, employee, agent, servant, or representative of the Town for any purpose.

B. Duration, Renewal, and Termination: Unless terminated by a Party in accordance with this section, this ILA will remain in effect for one year from July 1, 2023. It will automatically renew upon expiration of the initial one-year term for an additional one year. Auto renewals will continue unless or until either Party terminates the ILA on at least 90 calendar days' prior written notice. Notice must state the grounds for the termination.

C. Indemnification:

(1) To the fullest extent allowed by law, each Party will be solely and entirely

responsible for its acts/omissions and for the acts/omissions of its agents, employees, servants, or representatives.

(2) Each Party agrees to defend and indemnify the other Party and its elected or appointed officers, officials, employees, agents, and volunteers from and against all claims, losses, damages, suits, and expenses, including reasonable attorney fees and costs, to the extent they arise out of the negligence or willful misconduct of the indemnitor or its elected or appointed officers, officials, employees, agents, and volunteers in the performance of this ILA. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officers, officials, employees, agents, and volunteers.

D. Nonpayment and Other Defaults: In the event of any default hereunder, upon 30 calendar days' written notice by either Party with regard to failure to make any payment required, and if the same is not cured within 60 calendar days, then the requesting Party is entitled, without further notice or demand, to give notice of termination as set forth in the "Duration and Termination" section of this ILA, including any other remedy granted at law or in equity.

E. Notice: Any formal notice required to be given by one Party to another must be in writing and deposited in the United States mail, postage prepaid, addressed as follows or at such future address as a Party may provide:

COUNTY: Polk County Fire Marshal
 PO Box 308
 Columbus, NC 28722

With copy to:
Polk County Manager
PO Box 308
Columbus, NC 28722

TOWN: Town Manager
 Town of Columbus
 P.O. Box 146
 Columbus NC 28722

This provision does not apply to informal correspondence, which is ordinarily conducted by email.

Notice is deemed to have been given at the time it is deposited in the United States mail in the manner prescribed herein. Nothing in this section precludes personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

F. Entire Agreement: This ILA constitutes the entire Agreement of the Parties regarding fire inspections and supersedes all prior agreements, contracts, and understandings, written or oral, on the subject of fire inspections. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this ILA. Any and all previous agreements, understandings, and the like, oral or otherwise, are hereby revoked.

G. Construction: In the event of a dispute between the Parties as to the meaning of terms, phrases, or specific provisions of this ILA, the authorship of this ILA will not be cause for this ILA to be construed against any Party nor in favor of any Party.

H. Execution: This ILA is executed by each Party acting with authority granted, where required, by its governing body. This ILA may be executed in counterpart originals. A copy of each such executed counterpart original will be delivered to each Party upon that Party's execution of a counterpart original.

I. Administration: This ILA will be jointly administered by the Parties. This ILA does not create any separate legal or administrative entity. However, nothing in this ILA is intended to prevent or otherwise interfere with discussions or decisions that may be made by the Parties during a review of this ILA. Further, the Parties understand and agree that there will be communication between the Parties to effectuate the terms of this ILA.

J. Financing; Budget: This ILA does not contemplate a joint budget.

K. Property Acquisition and Disposition: This ILA does not contemplate the joint acquisition of property by the Parties. At termination, each Party will remain the sole owner of its own property.

L. Applicable Law and Venue: This ILA will be governed by and construed in accordance with the laws of the State of North Carolina. The venue for any court action will be in Polk County. In the event disputes over the terms of this ILA reasonably necessitate the procurement of legal services, each party is responsible for its own attorney fees and costs. The Parties do not waive the right to a jury trial.

M. Nondiscrimination: The Parties agree not to discriminate against any employee or applicant for employment or any other person in the performance of this ILA because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification. The Parties will comply with all federal, state, and local laws and ordinances applicable to the work to be done under this ILA. Violation of this section is a material breach of the ILA and grounds for cancellation, termination, or suspension by the Parties, in whole or in part.

N. Waiver: Failure to insist upon strict compliance with any terms, covenants, or conditions of this ILA is not a waiver of such. A waiver by a Party of any terms or conditions of this ILA is not deemed or construed to be a waiver of any other term or condition, nor is the waiver of any breach or default by a Party under this ILA to be deemed or construed to constitute a waiver of any subsequent breach or default, whether of the same or any other term or condition of this ILA. Any waiver of a breach or default under this ILA must be done in writing and signed by the authorized representatives of the Parties.

O. Files: All files and other documents maintained by a Party relating to this ILA or the services provided pursuant to this ILA belong to that Party. On request, such files will be made available for review by the other Part(ies) through a duly authorized representative during normal

business hours.

P. Public Records Requests: Each Party is responsible for timely and adequately responding to requests for records addressed to it under the Public Records Act or other demand for disclosure.

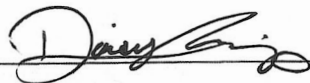
Q. Challenges: Entry into this ILA will not be construed to be a waiver or abandonment of any defense or claim a Party may have against another.

R. Survival of Certain Provisions. Any term of this ILA that by reasonable implication contemplates continued performance, rights, or compliance beyond its expiration or termination, survives the ILA and continues to be enforceable. Without limiting the generality of this provision, the Parties' obligation to indemnify each other survives for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

S. Severability. If any term of this ILA is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if the ILA did not contain that term.

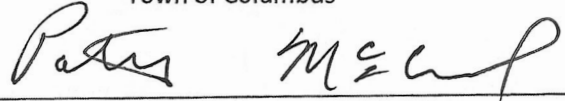
The Effective Date of this Agreement is the 1st day of July 2023.

Attest:



Daisy Trejo
Town Clerk

Town of Columbus



Patrick McCool
Mayor

Polk County

Attest:

Kristy Tipton
Clerk of the Board

Tommy Melton
Chairman

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: 11.

ATTACHMENTS:

Description	Type	Upload Date
FRAC Bylaws	Cover Memo	6/14/2023

Suggested Motion:

Motion to approve the updated Fire Rescue Advisory Committee (FRAC) By-Laws.

AMENDED BYLAWS OF THE FIRE & RESCUE ADVISORY COMMITTEE (FRAC)

WHEREAS, The Bylaws of the Fire & Rescue Advisory Committee provide for the Bylaws to be amended or repealed and new Bylaws adopted by the affirmative vote of two-thirds of the total membership at any regular or special meeting called for that purpose.

WHEREAS, the Fire & Rescue Advisory Committee met and by affirmative vote of two-thirds of the total members voted to amend the Bylaws of the Committee add the Polk County Manager as an *ex officio* non-voting member of the Committee and to remove term limits from its membership; and

WHEREAS, the Polk County Fire Chief's Association approved the proposed amendment to the Committee Bylaws; and

WHEREAS, the Board of Commissioners of Polk County have determined that it is in the best interests of all citizens of Polk County and the Fire Rescue Advisory Committee to amend the Committee Bylaws as requested.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Polk County, North Carolina the Bylaws of the Fire & Rescue Advisory Committee are hereby amended as follows:

Article I: Name and Mission

Section 1. The name of this fire and life safety advisory group, appointed to serve the Polk County Board of County Commissioners, shall be the Polk County Fire and Rescue Advisory Committee (hereafter referred to as the Fire and Rescue Advisory Committee).

Section 2. The mission of the Fire and Rescue Advisory Committee shall be to act as a liaison body between the individual fire and rescue departments and the County Board of Commissioners and advise the County Board of Commissioners on implementation of strategies for attaining and maintaining the best fire and rescue services feasible to the citizens of the County. The Polk County Board of Commissioners recognizes that each fire and rescue department is a private non-profit corporation and as such, is governed by a Board of Directors, as set forth by state and federal statutes, therefore the Fire and Rescue Advisory Committee is empowered as advisory only.

Article II: Purpose

Section 1. The purpose of the Fire and Rescue Advisory Committee shall be to serve the fire and life safety interest of the citizens of Polk County as defined as follows:

Section 2. To review and make recommendations for fire and rescue service delivery funding and capital or lease purchase expenditures. Evaluate funding request and submit annual budget recommendations for fire and rescue services to the County Board of Commissioners.

Section 2.1. Advise the County on fire and rescue legislation, codes, municipal annexation, ordinances and related administration issues including, but not limited to, fire protection water delivery systems, fire and rescue vehicle road access and minimum levels of volunteer/paid staffing for fire and rescue service delivery.

Section 2.2. Advise the County on matters relating to fire protection contracts with the individual fire and rescue departments.

Section 2.3 Make recommendations on matters relating to fire district ratings, fire district boundaries, communications, insurance, fire district expansions, and other matters affecting fire and rescue service delivery.

Article III: Membership and Composition

Section 1. The Fire and Rescue Advisory Committee shall be comprised of seven voting members plus the Polk County Manager and the Polk County Fire Marshal as *ex officio* non-voting members.

Section 2. Of the seven voting members, three shall be at large members from the unincorporated area of Polk County appointed by the Polk County Commissioners. Appointees shall not be affiliated with Polk County government nor have been affiliated members of such organization for the past three years. To be eligible, the applicant must own real property or business personal property that is subject to the Fire District Tax and must be a full-time resident of Polk County for at least five years.

Section 2.1 Three additional at large members shall be appointed from candidates submitted to the Board of County Commissioners by the Polk County Fire Chief's Association. Appointees will serve the fire protection delivery system without regard to jurisdiction or affiliation. To be eligible, the applicant must be subject to the Fire District Tax and a full-time resident of Polk County for at least five years.

Section 2.2 One member shall be appointed from candidates submitted to the Board of County Commissioners by the six Fire and Rescue Advisory Committee members appointed in accordance with Article III, Section 2 and Section 2.1.

Section 2.3 Two members shall be the Polk County Manager and the Polk County Fire Marshall which shall be non-voting *ex officio* members.

Section 2.4 Replacements for members will be as prescribed in Article III, Section 2, Section 2.1 and Section 2.2

Section 2.5 Members of the Advisory Committee shall not have any financial conflict of interest in the operations of any fire and rescue department.

Article IV: Appointments

Section 1. With the exception of the *ex officio* County Manager and Fire Marshall members, all members shall be voting members who will be appointed to three-year terms expiring on staggered years on June 30th. Members will serve at the pleasure of the County Board of Commissioners.

Section 1.1 The County Manager and Fire Marshall shall be appointed to serve as a non-voting members in *ex officio* capacities and shall serve at the pleasure of the County Board of Commissioners.

Section 1.2 To provide for the terms of the regular voting members to be staggered, the initial appointees shall be appointed as follows:

- One member appointed from candidates submitted to the Board of County Commissioners by the six Fire and Rescue Advisory Committee members appointed in accordance with Article III, Section 2 and Section 2.1 shall serve a one-year term;
- Three at large members appointed from the unincorporated County Community shall serve two-year terms; and
- Three at large members appointed from candidates submitted to the Board of County Commissioners by the Polk County Fire Chief's Association shall serve three-year terms.

Section 2. Members may be re-appointed by the Board of County Commissioners.

Section 2.1 The Board of County Commissioners may, at its discretion, extend a member's term when it finds that it is in the best interest of the citizens of the County or, the Fire and Rescue Advisory Committee.

Section 2.2 Any person appointed by the County Commissioners to fill an unexpired term shall be appointed to serve for the duration of the term in accordance with Article III, Section 2, Section 2.1 or Section 2.2.

Section 2.3 All appointments shall comply with all established rules and procedures of the County Board of Commissioners for committee appointments to its Boards and Committees.

Section 2.4 All members will be required to attend an orientation program sponsored by the Polk County Fire Chief's Association and attend different fire and rescue department meetings.

Article V. Officers

Section 1. The officers of the Fire and Rescue Advisory Committee will be comprised of a Chairperson, Vice-Chairperson and Secretary. The officers will serve as the Executive Committee of the Fire and Rescue Advisory Committee.

Section 1.1 All business/meetings conducted by the Fire and Rescue Advisory Committee shall comply with the North Carolina Open Meetings Law.

Section 2. Officers shall be elected by a majority vote of the members of the Fire and Rescue Advisory Committee at the July meeting of each year, and shall assume office at the July meeting.

Section 3. Elected officers will serve for a one-year term and may serve consecutive or successive terms.

Article VI. Meetings

Section 1. The Fire and Rescue Advisory Committee will meet as needed to accomplish the mission of the Committee, as designated by the Chairperson, but no less than quarterly. The Fire and Rescue Advisory Committee normally meets on the third Thursday of each quarter at 7:00 p.m.

Section 1.2 The members shall be notified of the time, place, and changes or cancellations of all meetings in writing or by phone at least five (5) business days prior to the meeting.

Section 1.3 An agenda of business will be submitted to the members of the Fire and Rescue Advisory Committee, the Fire Chief's Association and the Fire Departments no less than five (5) business days prior to the next scheduled meeting.

- Section 1.4 A summary of the meetings minutes shall be taken at each meeting and distributed to the Fire and Rescue Advisory Committee, the Fire Chief's Association and the Fire Departments no less than five (5) business days prior to the next scheduled meeting.
- Section 1.5 A quorum will be required to conduct business. A simple majority of the full Fire and Rescue Advisory Committee is required to be present to attain a quorum of members.
- Section 1.6 A recommendation to the County Board Commissioners for the removal of a member from the Fire and Rescue Advisory Committee, the removal of an officer, or for member disciplinary action will require a two thirds majority affirmative vote of all members of the Fire and Rescue Advisory Committee.

Article VII Miscellaneous

- Section 1. Policies and Procedures: The Fire and Rescue Advisory Committee shall prepare and maintain a Policies and Procedures document for the administration of the Fire and Rescue Advisory Committee business. The policies, procedures or functions of the Committee, contained in said document, once approved by the Board of Commissioners, will serve as an addendum to these Bylaws.
- Section 1.2 Amendments: The Bylaws, addenda or revisions may be amended or repealed and new Bylaws adopted by the affirmative vote of two-thirds of the total membership at any regular or special meeting called for that purpose. Advised changes, deletions or additions to the Bylaws will require the approval of the Polk County Board of Commissioners and the Polk County Fire Chief's Association. The Bylaws shall be effective upon approval of the County Board of Commissioners and the Polk County Fire Chief's Association.
- Section 1.3 Attendance at meetings: Fire and Rescue Advisory Committee members missing three consecutive, regular meetings in a calendar year will be subject to an appointment review by the Board of Commissioners to determine if removal of the member is necessary or not, considering the circumstances which are existing at that time.
- Section 1.4 Administrative and clerical expenses for the Polk County Fire and Rescue Advisory Committee will be provided by the Polk County Board of Commissioners.

These By-laws become effective upon adoption by the Polk County Board of Commissioners and the Polk County Fire Chief's Association.

Adopted by Board of Commissioners on this the ____ day of _____, 2023.

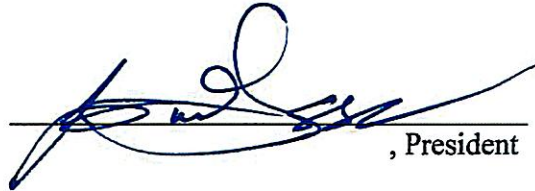
Tommy Melton, Chairman
Polk County Board of Commissioners

Attest:

Kristy Tipton, Clerk to the Board

* * * * *

Adopted by the Polk County Fire Chief's Association on the 11th day of May, 2023.

, President

Bobby Arledge
_____, Secretary

* * * * *

Adopted by the Fire & Rescue Advisory Committee on the 13th day of June, 2023.

Bobby Arledge
_____, Chair

Cynthia Fowler
_____, Secretary

POLK COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM

June 19, 2023 Regular Meeting

Agenda Item#: 12.

ATTACHMENTS:

Description	Type	Upload Date
YMCA Gift and Naming Rights Agreement	Cover Memo	6/14/2023

Suggested Motion:

Motion to approve the YMCA Gift and Naming Rights Agreement.



GIFT AND NAMING RIGHTS AGREEMENT

_____ ("Donor"), an individual resident of _____
(*or description of the entity as appropriate*), the Young Men's Christian Association of Greater Spartanburg (the "YMCA"), a South Carolina nonprofit corporation, and Polk County, North Carolina, ("Polk County") enter into this Gift & Naming Rights Agreement (this "Agreement") effective as of _____, 20__.

The donor wishes to make a charitable gift to the YMCA for its use and benefit and to receive recognition for the gift in the form of a naming opportunity described herein.

The YMCA Board of Directors ("Board") and the Polk County Commissioners have approved and desire to accept such gift according to the YMCA board-approved Gift Acceptance Policy and will acknowledge the gift by naming the facility in honor of the Donor, more particularly described.

In consideration of the mutual promises and benefits below, the parties hereto agree to the following terms and conditions:

- Gift.** The Donor pledges to the YMCA for the use and benefit of the YMCA the following gift: \$_____ (the "Gift"). The Donor acknowledges and agrees that the Gift is a legally binding obligation of the Donor and the Donor's estate and that the YMCA has provided complete and adequate consideration for the pledge.
- Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to the YMCA over _____ years. Payments in support of this pledge will begin immediately upon the execution of this Agreement with an initial payment of \$_____ on _____, 20__. Payments will continue annually after that according to the following schedule:

<u>Amount of payment by Donor</u>	<u>Due Date</u>
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__
\$ _____	_____, 20__

The donor may make payments of any or all of the Gift at any time at Donor's discretion, provided that the cumulative total of all contributions sums to the value of the Gift and is complete by the final date noted above. Donor shall pay payments to the YMCA via check, electronic funds transfer, or other methods acceptable to Donor and the YMCA.

3. **Use of the Gift.** The Gift shall be used to construct and operate the YMCA of Polk County facility.

4. **Naming Rights.** For Gift Consideration, the YMCA will acknowledge the Gift as set forth below (the "Naming Rights").

a. **Facility Name:** The "Facility" shall be known as the
_____ **YMCA OF POLK COUNTY.**

b. **Term of Naming Rights.** Subject to the terms of this Agreement, the Naming Rights will last for the life of the facility or until the facility area undergoes capital or structural renovations unless earlier terminated or amended.

c. **Timing.** Before the Naming Rights are executed by creating signage and/or documents or other forms of recognition, the Board may require that the Donor demonstrate reasonable and timely pledge payments.

d. **Change of Circumstances.** If any of the events described in this subparagraph 4.d. shall occur (each and all known as a "Change of Circumstances"), the YMCA will consult with the Donor(s) to develop an appropriate replacement recognition opportunity.

I. **Destruction, Renovation, or Sale of the Facility.** If the Facility is transferred or conveyed from the YMCA during the useful life of the Facility, closed, deconstructed, destroyed or severely damaged, significantly renovated, upgraded, modified, relocated, or replaced, the Naming Rights will cease.

e. **Non-Exclusive Acknowledgment.** The Naming Rights are not exclusive. The YMCA retains the right to honor other donors with naming opportunities according to its current gift policy. However, the Donor will have exclusive recognition concerning the facility name.

f. **Name Only.** Naming Rights are limited to the Donor's name. The Naming Rights do not include (i) the Donor's logo, (ii) the distribution or sale of the Donor's products by or on the property of the YMCA, (iii) any preference in YMCA operations, membership, or programs, (iv) special access to any YMCA facility or program, or (vi) members lists, vendor lists, or other types of data kept by the YMCA. The YMCA must approve any signage and other materials related to the Naming Rights before its use.

g. **Modification of Acknowledgment.** The YMCA may entertain a request from Donor to change the original Naming Rights at Donor's cost if there have been:

- I. A change in Donor's name; or
- II. A change in ownership of the Donor, if the Donor is a business; or
- III. Donor's request to change the name because of other changes not contemplated at the time of this Agreement.

h. **Termination of Acknowledgment.** In addition to any rights and remedies available at law, the Board may rescind and terminate the Naming Rights in the event any of the following occurs:

- I. The Donor does not fund the Gift according to the terms set forth above; or
- II. The Board, in its sole judgment and opinion, determines that the Donor's name and/or activities conflict with or are a detriment to the YMCA's mission and values or that the Naming Rights would adversely affect the YMCA's reputation, image, mission, or integrity.

Upon termination of the Acknowledgment, the Board and the YMCA shall have no further obligation or liability to the Donor and shall not be required to return any portion of the Gift paid. If the termination is for failure to fund the total amount of the Gift, the Board may, in its sole and absolute discretion, determine an alternative recognition for the portion of the Gift already received.

5. **Publicity** For purposes of publicizing the Gift and the Naming Rights, the YMCA will have the right, without charge, to photograph the Donor and use the names, likenesses, and images of the Donor in photographic, audiovisual, digital, or any other form of medium (the "Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner and in whole or in part, including in brochures, website postings, informational and marketing materials, and reports and publications describing the YMCA's development and business activities.
6. **YMCA Brand Compliance**. The Naming Rights must meet all YMCA brand requirements.
7. **Assignment**. Either party may not assign this Agreement and the rights and benefits hereunder without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
8. **Entire Agreement**. This Agreement constitutes the parties' entire agreement about the matters referenced herein. It supersedes the parties' prior oral and written agreements, if any. This Agreement may not be modified or amended except by written agreement executed by both parties. The captions inserted in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Agreement, any provision, or in any way affect the interpretation of this Agreement.
9. **General**. Investments, if any, and distributions of the Gift shall be at the sole and absolute discretion of the YMCA without reference to laws and other rules regulating endowments, including, without limitation, the Uniform Prudent Management of Institutional Funds Act. Without limitation, no third party, any of the Donor's or the YMCA's creditors, or any trustee in bankruptcy shall have any right or claim to the Gift or facilities or program assets acquired with or supported by the Gift. The laws of the State of North Carolina and South Carolina shall govern this Agreement.

[Signatures attached.]

ACCEPTED AND AGREED:

DONOR

By: _____

Donor Typed Name

Date: _____

YMCA of Greater Spartanburg

By: _____

YMCA CEO Typed Name

Date: _____

By: _____

YMCA Board Chair Typed Name

Date: _____

Polk County, NC

By: _____

Polk County Manager Typed Name

Date: _____