

**Town of Boonville**  
**November 1, 2022, Regular Meeting Minutes**  
**Harvey E. Smith Municipal Building**

The following were in attendance at the 11/1/22 regular meeting: Mayor Vaughn Benton; Mayor Pro-tem Justin Phillips; Commissioners David Cox, Monica Craver, and Dwaine Dobbins. Also in attendance were Finance Officer/Town Clerk Kim Wells, Police Chief Jeff Hobson, Administrative Assistant/Zoning Officer Steve Hutchens, Public Works Director Tim Collins, and Attorney James Freeman. Commissioner Tim Driver was absent.

- I. Call to Order and Welcome:** Mayor Benton called the 11/1/22 meeting to order at 7:00 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Commissioner Craver motioned to accept the agenda as written. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
- III. Pledge of Allegiance and Prayer:** Mayor Benton led the Pledge of Allegiance and the prayer.
- IV. Adoption of minutes:** Commissioner Cox motioned to approve the 10/4/22 regular meeting minutes, 10/4/22 closed session minutes, as well as the 3/1/22 minutes that were amended to add for Item E., New Town Business, Proposed Budget Amendments-March 1, 2022, "Finance Officer/Town Clerk Wells reviewed the proposed budget amendments. Commissioner Craver motioned to approve. Commissioner Cox seconded, and the motion passed unanimously." Commissioner Craver seconded, and the motion passed unanimously.
- V. Public Comments:** None were voiced.
- VI. Old Town Business:**
  - A. American Rescue Plan Act (ARPA) Fund Projects:** Commissioner Craver updated the Board members on the status of the projects.
- VII. New Town Business:**
  - A. Ratify the Consensus to Pay Southern Software, Invoice 251679 for Annual FMS Support:** Commissioner Cox motioned to ratify the consensus to pay the Southern Software invoice. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
  - B. Ratify the Consensus to Pay Ilderton Dodge, \$48,446.90 for the Purchase of the New Police Department Truck:** Commissioner Cox motioned to ratify the consensus to pay Ilderton Dodge, \$48,446.90 for the purchase of the new Police Department truck. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.
  - C. Ratify the Consensus to Change the Christmas Holiday to Friday and Monday per Employees' request:** Commissioner Craver motioned to ratify the consensus to change the Christmas holidays for the staff. Commissioner Cox seconded, and the motion passed unanimously.
  - D. Presentation by the Boonville Community Public Library:** Angie Walker, Librarian, Boonville Community Public Library, gave a report on the library's attendance statistics and an overview of the programs offered by the library.
  - E. Update to the 2022 Town Board Meeting Schedule:** Finance Officer/Town Clerk Wells presented the Board members with an updated schedule to move the December Board meeting back to the meeting room since the Dewey's Holiday Store is not located in the meeting room this year. Commissioner Craver motioned to accept the updated 2022 Town Board Meeting Schedule. Commissioner Cox seconded, and the motion passed unanimously.
  - F. Approval of the 2021 General Records Schedule – Local Government Agencies by the NC State Archives:** Finance Officer/Town Clerk Wells reported recent training she received pertaining to the update to the records schedule. The Board members need to approve the Records Schedule per the State Archives. Discussion followed. Commissioner Craver motioned to approve the Records Schedule. Commissioner Cox seconded, and the motion passed unanimously.
  - G. NC DOT Intersection Project:** Commissioner Craver stated she had been in contact with DOT representatives regarding the NC-67/US-601 intersection project. DOT representatives need to know the type of poles to install at the intersection. The Board members discussed the different pole options. Mayor Pro-Tem Phillips motioned for galvanized poles be installed. Commissioner Dobbins seconded. The motion passed with a 4-1 affirmative vote. Commissioner Cox voted no.

**H. Christmas Lights Update:** Commissioner Craver updated the Board members on the cost of new LED lights and wire for the angels. She stated they would last longer and would not be easily broken. Discussion followed. Commissioner Cox motioned that that LED lights be purchased for the angels along with rolls of white wire. Mayor Pro-tem Phillips seconded, and the motion passed unanimously.

**I. Educational Attainment Plan:** The Board members discussed the plan and the current employee affected. Since obtaining his pesticide licenses 1 & 2, Commissioner Cox motioned to award Brian Higgins a three percent Education Attainment raise. Mayor Pro-tem Phillips seconded, and the motion passed unanimously. The consensus was to make the raise effective immediately and to table the rest of the plan discussion until the next meeting.

#### **VIII. Reports and Announcements:**

**A. Mayor's Report:** Mayor Benton stated the Halloween Boo Bash was a success and commended Commissioner Craver and staff for their work. Commissioner Craver stated she would also like to thank Christina Mann for the Halloween music.

**B. Finance Officer's Report:** Finance Officer/Town Clerk Wells reported that she was waiting on Charles Scott's office for the audit workpapers. She stated that Administrative Assistant/Zoning Officer Hutchens had run identified an issue with the billing process. He explained the issue and reported that the issue has been corrected.

**C. Zoning Officer's Report:** Administrative Assistant/Zoning Officer Hutchens reported on the status of the lights at Boonville Smokes & Vape. He also reported that a zoning request for a manufactured home to be located on Baptist Church Road had been received.

**D. Public Works Director's Report:** Public Works Director Tim Collins reported on the water leak on Cardinal Avenue as well as the issue of turning off the water to repair the leak. He thanked Steve Hutchens for the phone tree calls initiated regarding the leak. He updated the Board members on other Public Works Department activities including seasonal leaf pickup.

**E. Police Chief's Report:** Police Chief Hobson reported on the Halloween Boo Bash and other activities within the Police Department. Commissioner Craver informed the Board members that Ilderton Dodge has one more police truck. She indicated that the price of trucks is expected to increase drastically next year. Discussion followed. Commissioner Cox motioned to amend the agenda to add the purchase an additional Dodge Ram truck for Police Department. Mayor Pro-tem Phillips seconded, and the motion passed unanimously. Commissioner Cox motioned to purchase the Dodge Ram truck from Ilderton Dodge. Mayor Pro-Tem Phillips seconded, and the motion passed unanimously. It was the consensus of the Board member to purchase the new truck using American Rescue Plan Act (ARPA) funds.

**F. Fire Department Report:** There was no report from the Fire Department.

**G. Departmental Commissioner's Reports:**

Commissioner Craver stated that everything was going well. She participated recently in a Zoom call with UNC School of Government representatives and discussed the Town's needs. She also reported that she is trying to establish contacts in Raleigh to help identify possible funding for Town projects.

Commissioner Cox commented on the Boo Bash.

Commissioner Dobbins had no items to report.

Mayor Pro-tem Phillips had no items to report.

**H. Committee Reports as Needed:** There were no additional reports.

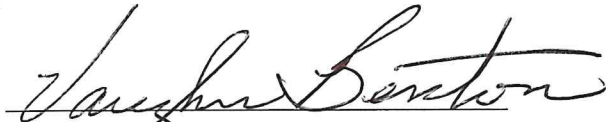
**I. IX. Closed Session per NCGS 143-318.11(a)(3) – Consult with an attorney in order to preserve the attorney-client privilege and NCGS 143-318.11(a)(6) – Personnel:**

Commissioner Craver motioned to go into closed session per NCGS 143-318.11(a)(3) – consult with an attorney in order to preserve the attorney-client privilege NCGS 143-318.11(a)(6) for personnel. Mayor Pro-tem Phillips seconded, and the motion passed unanimously. The closed session began at 8:00 p.m.

Commissioner Craver motioned to return to open session. Commissioner Cox seconded, and the motion passed unanimously at 8:44 p.m.

Commissioner Cox motioned to remove the Administrative Assistant title from Crystal Hutchens and change her title to Public Works Technician, effective immediately. Commissioner Dobbins seconded, and the motion passed unanimously.

**X. Adjourn:** Commissioner Cox motioned to adjourn. Commissioner Craver seconded, and the motion passed unanimously. The meeting ended at 8:45 p.m.



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R. Devaughn (Vaughn) Benton, Mayor



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Kim Wells, Finance Officer/Town Clerk

# INVOICE

**SOUTHERN SOFTWARE, INC.**  
150 PERRY DRIVE  
SOUTHERN PINES, NC 28387

INVOICE DATE	INVOICE NO.	PAGE
08/01/22	251679	1

(800) 842-8190

OLD TO:

BOONVILLE POLICE DEPT.  
ATTN: ACCOUNTS PAYABLE  
POST OFFICE BOX 326  
BOONVILLE, NC 27011

SHIP TO:

BOONVILLE POLICE DEPT.  
ATTN: ACCOUNTS PAYABLE  
POST OFFICE BOX 326  
BOONVILLE, NC 27011

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA	
1485	08/01/22	3339	8		ASAP	No ship via	
QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION			PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED		QUANTITY BACK ORD.				ITEM DISCOUNT	EXTENDED PRICE
1	EACH	RSPP-NC	RENEWAL SUPPORT FEE RMS 830-5			EACH	2318.00
1							

APPROVED BY

DATE PAID

CHECK #

ACCTS. CHARGED

APPROVED BY \_\_\_\_\_  
DATE PAID \_\_\_\_\_  
CHECK # \_\_\_\_\_  
ACCTS. CHARGED \_\_\_\_\_

SEPT 2022-AUG 2023  
THANK YOU

SALES AMOUNT	2318.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	2318.00
PAYMENT REC'D	0.00
BALANCE DUE	2318.00

*Consensus made on 10/10/22 to pay*

**ILDERTON**

ILDERTON DODGE CHRYSLER JEEP RAM  
ILDERTON CONVERSION CO.  
701-708 South Main Street  
P.O. Box 350 HIGHPOINT, NC 27261  
(336) 841-6100  
www.ilderton.com

**ILDERTON**

Conversion & Company

ILDERTON CONVERSION OF MYRTLE BEACH, LLC  
107 HWY 501  
MYRTLE BEACH, NC 28577  
(843) 943-4411  
ILDERTON CONVERSION OF CHARLOTTE, LLC  
1124 ASHEVILLE  
CHARLOTTE, NC 28210  
(704) 923-2022  
ILDERTON CONVERSION OF ASHEVILLE  
38 Copper Hill  
ASHEVILLE, NC 28804  
(828) 670-1111

STOCK NO. F195227

PURCHASE / LEASE AGREEMENT

PURCHASER TOWN OF BOONVILLE

DATE 10/11/22

ADDRESS PO BOX 326 BOONVILLE, NC

ZIP # 27011

PH.

N/A

I/We agree to ☒ Purchase ☐ Lease the below identified vehicle on the terms and conditions set out herein:

ENTER MY ORDER FOR	YR. 2022	MAKE RAM	TYPE 1500 CLASSIC	PAINT SILVER	TRIM X8
SERIAL NO.	1C6RR7XT1NS195227	MOTOR NO.	IGN. KEY	TRUNK KEY	
XX	USED	DEMO	000M	12	
SALESMAN	HOUSE				

The below listed accessories are Non-Mopar and will not be backed or warranted by F.C.A.:

PRICE INCLUDING FREIGHT, HANDLING & DELIVERY	46,451.00
SALES PRICE SUB-TOTAL	46,451.00
USED CAR ALLOWANCE	
NET SALES PRICE	
TAX COMPUTATION	
HIGHWAY USE TAX	1,410.90
SALES TAX	
LICENSE FEE	6.00
TITLE FEE	N/A
DEALER PROCESSING AND DELIVERY FEE	579.00
TOTAL DELIVERED PRICE	48,446.90

SERVICE CONTRACT CO.	N/A	TIME PERIOD	N/A	MILEAGE LIMIT	N/A	(WHICHEVER FIRST)	DEPOSIT SUBMITTED WITH ORDER	(1)
DEDUCTIBLE	N/A	ALLOWANCE FOR USED CAR TRADE-IN(S) AS APPRAISED	N/A	LESS BALANCE OWED APPROXIMATELY	N/A			

Trade Information	Stock No.	LC. NO.	Serial No.	Make	Model	YR.	Allowance	0.00	Payoff	0.00	DATE QUOTED:	QUOTED BY:
Address:	Phone No.	Acct No.	Balance Due On Delivery	48,446.90								
DEALER MAY CHARGE AN ADMINISTRATIVE PROCESSING FEE IN THE AMOUNT SET FORTH ON THIS PURCHASE/LEASE AGREEMENT.												
DEALER MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING FOR THE RETAIL LEASE OR PURCHASE OF A MOTOR VEHICLE, FOR WHICH THE CUSTOMER MAY BE RESPONSIBLE.												
Purchaser may arrange for financing through dealer or finance source of purchaser's choosing. Purchaser may be able to obtain more favorable financing from a third party. Purchaser understands the annual percentage rate ("APR") quoted by dealer may be negotiable.												

**AGREEMENT TO ARBITRATE DISPUTES**

- The following Agreement to Arbitrate Disputes can significantly affect your rights in any dispute with us. Please read it carefully before signing this Contract.
1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
  2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
  3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any and all claims or disputes of any kind, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees or agents which arise out of or relate to any advertisement, representation or warranty, or your credit application, this contract or any resulting transaction or relationship shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action, unless otherwise provided herein. This Agreement to Arbitrate Disputes shall not apply to any claims you may have against a third-party finance source who accepts assignment of your retail installment sales contract. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action or to proceed as a private attorney general. You or we may choose one of the following arbitration organizations and its applicable rules: the American Arbitration Association (www.adr.org), JAMS (www.jamsadr.com) or any other widely recognized arbitration organization that is mutually acceptable. You may obtain a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay your filing, service or case management fee and your arbitrator or hearing fee up to a maximum of \$1,500. We shall also pay any additional amount of such fees that the arbitrator determines we must pay in order to make this Agreement to Arbitrate Disputes enforceable. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-party panel if allowed by such rules. If any provision under this Agreement to Arbitrate Disputes, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. This Agreement to Arbitrate Disputes, and any arbitration conducted hereunder, shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Any court having jurisdiction may enter judgment on the arbitrator's award. You and we retain any rights to self-help remedies including, but not limited to, repossession, involuntary bankruptcy petitions, right of set-off, resale, acceleration and cure. You and we further retain the right to seek individual remedies in Small Claims Court for individual claims or disputes only (as opposed to a class claim). This arbitration agreement shall survive execution of a retail installment contract, notwithstanding any language in the retail installment contract to the contrary.

Customer initials acknowledging this Agreement contains an agreement to arbitrate disputes.

NOTICE TO PURCHASER(S): DO NOT SIGN THIS AGREEMENT UNTIL YOU READ IT. YOU ARE ENTITLED TO A COPY OF ALL AGREEMENTS AND/OR DOCUMENTS THAT YOU SIGN. YOU ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THIS AGREEMENT PRIOR TO CONTRACTING. THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY AN OFFICER OR MANAGER OF THE SELLER AND BY PURCHASER(S). YOU AGREE THAT THE ADDITIONAL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS DOCUMENT ARE A PART OF THIS AGREEMENT, INCLUDING PARAGRAPH 12 REFERRING TO NO WARRANTIES OF MERCHANTABILITY OR FITNESS. THE FRONT AND BACK OF THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT RELATED TO THIS PURCHASE AND NO OTHER AGREEMENTS, UNDERSTANDINGS OR PROMISES WILL BE RECOGNIZED UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PURCHASER(S) AND SELLER.

ORAL PROMISES ARE NOT VALID. ANY PROMISES OR UNDERSTANDINGS NOT SPECIFIED IN WRITING IN THIS AGREEMENT ARE NOT VALID AND SHALL NOT BE CONSIDERED A PART OF THIS AGREEMENT UNLESS INCORPORATED HEREIN BY REFERENCE. ADDITIONAL DOCUMENTS: YOU AGREE TO EXECUTE ADDITIONAL FORMS, CONTRACTS OR OTHER DOCUMENTS PREPARED IN CONNECTION WITH THE PURCHASE, THOSE REQUIRED BY THE VARIOUS PURCHASE DOCUMENTS, ANY RETAIL INSTALLMENT OR CONSUMER CREDIT SALE OR LEASE CONTRACT ("PISC") OR THOSE REQUIRED BY FEDERAL AND/OR STATE LAW, RULE OR REQUIREMENT. THESE DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE. IN THE EVENT OF A CONFLICT BETWEEN TERMS OF THIS AGREEMENT AND THE PISC, THIS AGREEMENT PREVAILS.

AGE: BY EXECUTION OF THIS AGREEMENT, YOU CERTIFY THAT YOU ARE 18 YEARS OF AGE OR OLDER. CONDITIONAL DELIVERY: IF THIS IS A CONDITIONAL RETAIL PURCHASE AND SELLER IS ASSISTING WITH FINANCE SOURCING, YOU ACKNOWLEDGE THAT THE SALE OF THE ABOVE DESCRIBED VEHICLE IS NOT FINAL UNTIL YOUR FINANCE APPLICATION HAS BEEN APPROVED BY A THIRD PARTY FINANCE SOURCE ACCEPTABLE TO SELLER, AND A RETAIL INSTALLMENT OR CONSUMER CREDIT SALE OR LEASE CONTRACT HAS BEEN FULLY EXECUTED WITH RESPECT TO THIS TRANSACTION AND WE HAVE RECEIVED FUNDS FOR THE UNPAID BALANCE FROM YOU OR THE THIRD PARTY FINANCE SOURCE. IF A FINANCE SOURCE APPROVES YOUR FINANCING, IT MAY REQUIRE ADDITIONAL DOWN PAYMENT OR A CHANGE IN THE TERMS OR NUMBER OF PAYMENTS. IF CHANGES ARE REQUIRED, YOU AGREE TO RETURN TO SELLER'S PREMISES TO EXECUTE REVISED DOCUMENTS WITHIN THREE (3) WORKING DAYS OF NOTIFICATION. CHANGES REQUIRED BY THE FINANCE SOURCE MUST BE ACCEPTABLE TO YOU AND US. YOU UNDERSTAND THAT WE DO NOT REPRESENT OR IMPLY THAT YOUR FINANCE APPLICATION HAS BEEN APPROVED OR WILL BE APPROVED BY EXECUTING THIS AGREEMENT OR PERMITTING YOU TO REMOVE THE VEHICLE FROM THE PREMISES.

IF THE FINANCE SOURCE DECLINES YOUR CREDIT APPLICATION ON THE TERMS AS SUBMITTED, PARAGRAPH 2(a), PRINTED ON THE BACK OF THIS DOCUMENT SHALL APPLY. THE ADDITIONAL TERMS AND CONDITIONS RELATED TO THE CONDITIONAL DELIVERY OF THE ABOVE-IDENTIFIED VEHICLE AS SET FORTH IN PARAGRAPH 2(a) ON THE REVERSE SIDE HEREOF AND, IF APPLICABLE, THE SEPARATE CONDITIONAL DELIVERY AGREEMENT AND POWER OF ATTORNEY YOU HAVE EXECUTED ARE INCORPORATED HEREIN BY REFERENCE.

CASH/PURCHASER ARRANGED FINANCING: IF THIS IS A RETAIL PURCHASE AND NO SELLER FINANCE SOURCING IS PROVIDED, YOU CHOOSE TO PAY THE UNPAID BALANCE OR THE CASH SELLING PRICE BY PROVIDING YOUR OWN CASH AND/OR FINANCING. THE SALE IS FINAL WHEN YOU SIGN THIS RETAIL PURCHASE / LEASE AGREEMENT AND WE HAVE RECEIVED FUNDS FOR THE UNPAID BALANCE FROM YOU OR YOUR FINANCING SOURCE.

PURCHASER(S) HAS READ THE TERMS AND CONDITIONS ABOVE, ON THE REVERSE SIDE HEREOF AND IN ALL ASSOCIATED DOCUMENTS SIGNED BY PURCHASER(S) AND IT IS UNDERSTOOD AND AGREED THAT ALL SUCH TERMS AND CONDITIONS ARE MADE A PART OF THIS PURCHASE/LEASE AGREEMENT WITH THE SAME EFFECT AS IF THEY WERE PRINTED ABOVE THE PURCHASER'S SIGNATURE.

ACCEPTED: *Kim Smith*

MANAGER

BUYER'S SIGNATURE

10/11/22

## ARTICLE VII. HOLIDAYS AND LEAVE

### SECTION 1. PAID HOLIDAYS OBSERVED

The following holidays, and such others as the Board of Commissioners may designate, shall be observed by Town offices and shall be counted as hours worked:

New Year's Day

Martin Luther King, Jr. Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving - two days, Thanksgiving Day and the Friday after

Christmas - along the following schedule:

Christmas falls on -	Holiday taken -
Sunday	<del>Monday and Tuesday (26<sup>th</sup> &amp; 27<sup>th</sup>)</del> Friday and Monday (24 <sup>th</sup> & 27 <sup>th</sup> )
Monday	Monday and Tuesday (25 <sup>th</sup> & 26 <sup>th</sup> )
Tuesday	Monday and Tuesday (24 <sup>th</sup> & 25 <sup>th</sup> )
Wednesday	Tuesday and Wednesday (24 <sup>th</sup> & 25 <sup>th</sup> )
Thursday	Wednesday and Thursday (24 <sup>th</sup> & 25 <sup>th</sup> )
Friday	Thursday and Friday (24 <sup>th</sup> & 25 <sup>th</sup> )
Saturday	Friday and Monday (24 <sup>th</sup> & 27 <sup>th</sup> )

In order to be eligible for holiday pay, a Town employee must have worked a full regularly scheduled work day before and after the holiday, unless excused by the department head.

All salaried employees appointed to a regular position shall receive these holidays with pay

Employees who wish to use leave based on sincerely held religious belief must request leave from the department head. The department head will attempt to arrange the work schedule so that an employee may be granted annual leave for the religious observance. Leave for religious observance may be denied when granting the leave would create an undue hardship for the Town of Boonville.

A paid holiday is defined as an 8 hour period. Employees scheduled to work a longer shift than 8 hours on a designated holiday and wishing to be off will need to use another form of leave to augment.

### SECTION 2. EFFECT OF WORK ON HOLIDAYS ON OTHER TYPES OF LEAVE

Regular holidays which occur during a vacation, sick or other leave period of any employee of the Town of Boonville shall not be considered as vacation, sick or other leave.

**TOWN OF BOONVILLE**  
**Revised 2022 TOWN BOARD MEETING SCHEDULE**  
TO BE HELD AT THE HARVEY SMITH MUNICIPAL BUILDING  
LOCATED AT 108 N. CAROLINA AVE.

DAY/DATE	TYPE OF MEETING	TIME
Tuesday, January 4, 2022	TOWN BOARD	7:00 PM
Tuesday, February 1, 2022	TOWN BOARD	7:00 PM
Tuesday, March 1, 2022	TOWN BOARD	7:00 PM
Tuesday, April 5, 2022	TOWN BOARD	7:00 PM
Tuesday, May 3, 2022	TOWN BOARD	7:00 PM
Tuesday, June 7 2022	TOWN BOARD	7:00 PM
Tuesday, August 2, 2022	TOWN BOARD	7:00 PM
Tuesday, September 6, 2022	TOWN BOARD	7:00 PM
Tuesday, October 4, 2022	TOWN BOARD	7:00 PM
Tuesday, November 1, 2022	TOWN BOARD	7:00 PM
* Tuesday, December 6, 2022	TOWN BOARD	7:00 PM

~~\* TO BE HELD AT THE BOONVILLE LIBRARY, LOCATED AT 121 W. MAIN STREET, BOONVILLE~~

## 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.”<sup>1</sup> 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

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<sup>1</sup> 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."<sup>2</sup>

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.

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<sup>2</sup> 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.

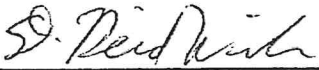
**APPROVAL RECOMMENDED**

\_\_\_\_\_  
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

# \*Current From Employee Personnel Manual

## **EDUCATIONAL ATTAINMENT PAY**

### **Section 1. Policy**

Full-time employees shall be eligible for a salary increase upon successful attainment of certain educational degrees. Certifications will be considered for a pay increase during employee performance appraisal. A full-time employee who earns an associate's degree in a field directly related to their classification with the town shall be eligible for a 2 % pay increase. A full-time employee who earns a bachelor's degree in a field directly related to their classification with the town shall be eligible for a 5 % pay increase.

### **Section 2. Eligible Certifications**

The following schedule shall be used for the attainment of special certifications: Employees must complete their probationary period prior to receiving any educational attainment pay. Degree and certification programs must be recognized as eligible under this section by the Board of Commissioners. Degrees and certifications that are required per the classification plan for any specific position are not eligible under this section of the personnel policy.

- C-Well
- B-Well
- C-Distribution
- B-Distribution
- A-Distribution
- Wastewater Biological Operator Class 1, 2, and 3
- Wastewater Collection Levels 1, 2, and 3
- Maintenance Technician Class 1 and 2
- Intermediate Law Enforcement Certificate
- Advanced Law Enforcement Certificate
- General Instructor
- FBI National Academy
- Finance Officer Certification
- IIMC Certified Municipal Clerk
- IIMC Master Municipal Clerk
- Zoning Certification
- AICP Certification
- ICMA Credentialed Manager