

**Town of Boonville**  
**April 2, 2019, Regular Meeting Minutes**  
**Harvey E. Smith Municipal Building**

The following were in attendance at the 4/2/19 regular meeting: Mayor Vaughn Benton, Commissioners William Paul Baity, Monica Craver, and Tony Reece. Also in attendance were Public Works Director Jeff Jones, Interim Police Chief Bryan Rutledge, and Administrative Assistant Steve Hutchens. Commissioners Justin Phillips and Richard Lasky; Finance Officer/Town Clerk Kim Wells were absent.

- I. Call to Order and Welcome:** Mayor Benton called the 4/2/19 meeting to order at 7:00 p.m.
- II. Conflict of Interest Issues and Approval of Agenda:** Commissioner Reece motioned to approve the agenda. Commissioner Baity 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 Reece motioned to approve the minutes (3/5 recess, 3/5 regular session, 3/5 closed session, 3/14 recess, 3/14 closed session). Commissioner Baity seconded, and the motion passed unanimously.

**V. Public Comments:** Greg Gibson, Town Employee, asked the Mayor about the paperwork for Training and Standards that required a signature and that Interim Police Chief Bryan Rutledge had refused to sign. A discussion followed between the Mayor and Mr. Gibson until the Mayor inform Mr. Gibson that his 3 minutes were up.

Kristin Johnson, 124 Speas Ave, suggested the board look into live streaming of the meetings so those who could not attend could still observe the meetings.

Shannon Keaton, 105 Sunset Dr, informed the board his plans on opening a store at the Fletcher building and placing a new roof on it.

Bonnie Lasky, 511 N. Carolina Ave., informed the board that per General Statue 143-318.14 she would be videoing the board meeting.

Debbie Cooper, member of the BBDDA, asked about the Town Administrator position and current status of the position being filled

**VI. Old Town Business:**

- A. Update on Water and Sewer Projects:** Public Works Director Jones, informed the board that the paperwork has been sent to the state and there is a conference call planned in regards to the sewer plant.
- B. Waste Management Contract:** Public Works Director Jones informed the board that the contract with Waste Management is to renew at the end of June and there would be further discussion at the next budget meeting.
- C. Contracting Yadkin County for Zoning:** Commissioner Craver stated after reviewing the zoning ordinances she felt that Administrative Assistant Steve Hutchens could manage the zoning until a Town Administrator was hired saving the town some money, instead of contracting with the county. A motion was made by Commission Craver to make Administrative Assistant Steve Hutchens the interim Zoning Officer, Commissioner Reece second, motion passed unanimously.

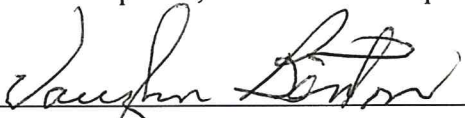

**IX. New Town Business:**

- A. Town Board Commissioners Appointments:** The Mayor appointed former Commissioner Cook's position was being replaced by Commissioner Lasky and former Commissioner Carter's position was being replaced by Commissioner Craver.

**X. Reports and announcements:**

- A. Mayor's report:** Mayor Benton did not have anything to report.
- B. Finance Officer's report:** Absent
- C. Public Works Director's report:** Public Works Director Jones informed the board that the Public Works Department was had been working on the sidewalks, some sewer issues and water leaks. Planned to have concrete for the sidewalks in the next couple of weeks.
- D. Police Chief's report:** Nothing to Report.
- E. Departmental Commissioner's Reports:** Commissioner Craver stated everything was ok in Town Hall. Neither Commissioner Reece or Baity had anything to report.
- F. Committee reports as needed:** Debbie Cooper, BBDDA, reported on the BBDDA events, and this year's first Hot Rods & Food Trucks was scheduled for the 3<sup>rd</sup> Monday, April 15<sup>th</sup>.

**XII. Adjournment:** Commissioner Baity motioned to adjourn and Commissioner Craver seconded. Motion passed, and the motion passed unanimously. The meeting adjourned at 7:35 p.m.

  
\_\_\_\_\_  
R. Devaughn (Vaughn) Benton, Mayor  
\_\_\_\_\_  
Kim Wells, Finance Officer/Town Clerk

IX. New Town Business

c. Contracting Zoning with Yadkin County

Yadkin County is willing to enter into a contract with the Town of Boonville for Zoning at a rate of \$35 per hour. A contract for the zoning services will need to be prepared and said either party could have it drafted.

**State of North Carolina  
County of Yadkin**

**INTERLOCAL AGREEMENT  
FOR  
ZONING ADMINISTRATION SERVICES**

This Agreement for Zoning Administration Services (Agreement) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Town of Boonville (hereinafter and sometimes referred to as the "Town") and Yadkin County (hereinafter and sometimes referred to as the "County").

**WHEREAS**, the County was approached by the Town to assist with planning and zoning services including the issuance of building permits and enforcement of building codes, enforcement of planning and zoning ordinances, enforcement of nuisance and property maintenance ordinances, and related services within the incorporated areas of the Town; and

**WHEREAS**, Yadkin County has the necessary staff and expertise to assist the Town with these requested services; and

**WHEREAS**, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes the County and the Town to enter into Interlocal Agreements in order to execute any undertaking on behalf of one another; and

**NOW THEREFORE**, for and in consideration of the mutual benefits, covenants, and promises contained herein, the County and the Town agree as follows:

**ARTICLE I - SCOPE OF WORK**

To assist with and maintain the Town's zoning administration services, it is anticipated that the Scope of Work will include the following activities and time requirements:

- Initial Consultation
  - Familiarization with Town's ordinances
- Issuance of land use permits
  - Review and approve site plans for land use prior to the issuance of land use permits ensuring ordinance compliance
  - Make determinations of conditional uses or special exceptions
  - Investigate all complaints made relating to the location and use of land use structures, lands, and waters
- Enforcement of planning and zoning ordinances
- Enforcement of nuisance and property maintenance ordinances

**ARTICLE II – COMPENSATION**

The County shall invoice the Town on for the tasks as outlined above in this Agreement as they are completed based on a rate of \$35.00 per hour. The project is estimated at an average of 8 hours per

week, for 24 weeks. The County shall not exceed a total cost of \$6,750.00 in the performance of the Agreement without the prior express written consent of the Town.

### **ARTICLE III – INVOICING**

The County will issue progress billing to the Town throughout the duration of the agreement detailing the total hours and direct expenses on a monthly basis. The Town shall remit payment for all invoices to the County within 30 days of receipt of the invoice.

### **ARTICLE IV - HOLD HARMLESS AND INDEMNIFICATION**

The Town shall hold harmless, indemnify, and defend the County, its officers, officials, employees, and agents from and against any and all claims, actions, and suits, liability, losses, expenses, damages, and judgments of nature, including costs and attorney's fees in defense thereof, caused by or arising out of the County's actions or inactions in the performance of this contract.

The County shall hold harmless, indemnify, and defend the Town, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature, including costs and attorney's fees in defense thereof, caused by or in arising out of Mason County's actions or inactions in the performance of its obligations under this contract.

### **ARTICLE V – AMENDMENTS**

Changes regarding Scope of Work and Compensation shall be valid only if amended in writing, signed by both the County and the Town, and attached to this Agreement.

### **ARTICLE VI - DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of the State of North Carolina as to interpretation and performance. The parties shall attempt to resolve any dispute under this Agreement through negotiations, with or without the help of a mediator. If negotiations fail, the parties shall submit the dispute to a mediator. Any action that cannot be resolved through mediation may be brought before Superior Court.

### **ARTICLE VI – DURATION**

The term of this agreement begins on the date executed by both parties and shall remain in effect for six (6) months. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party stating the intent to terminate.

This Agreement for Zoning Administration Services is hereby entered into between Yadkin County and the Town of Boonville:

### **YADKIN COUNTY**

ATTEST:

\_\_\_\_\_  
Lisa Hughes, Yadkin County Manager

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Tanya Gentry, Clerk to the Board

**TOWN OF BOONVILLE**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Kim Wells, Clerk to the Board

This the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Kim Wells, Finance Officer

Kim Wells

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From: James Freeman <jfreeman@surry.net>  
Sent: Tuesday, March 26, 2019 3:38 PM  
To: 'Kim Wells'  
Subject: RE: Zoning Contract

Good afternoon Kim:

I looked at the Interlocal Agreement for Zoning Administration Services. Below are my thoughts:

Under Article I just make sure the scope of what you want the County to do for you is adequately set out.

Under Article II "Compensation", though they are simply billing by the hour, and they only provide an estimate of hours per week, it does contain a maximum payout, \$6,750.00, and beyond that the County would have to get prior express written consent from the Town to do any further work. Under this paragraph or the next, what if any expenses the County should be reimbursed for over and separate from the hourly compensation for their services needs to be defined.

Under Article III "Invoicing", it mentions that the County will invoice the Town "detailing the total hours and direct expenses". Again, what "direct expenses" will the County seek reimbursement for? Mileage, copies, postage, etc.? So everyone is on the same page and there are no surprises, the Town and County should define exactly what "direct expenses" will be billed to the Town.

Under Article IV "Hold Harmless and Indemnification", in the last sentence of the first paragraph, "County's" needs to be changed to "Town's", and in the second paragraph in the last line "Mason" needs to be replaced with "the".

Under Article VI "Dispute Resolution", the next to last sentence should read as follows: "if negotiations fail, the parties shall submit the dispute to a mediator to be chosen by agreement of the Parties." The last sentence at the end, replace "before Superior Court" with "in the General Court of Justice, Superior Court division, with venue to be in Yadkin County, North Carolina."

Under Article VII "Duration", in the second sentence insert "with or without cause" after "party" and before "upon".

With the above questions addressed and changes made, it looks fine. If you or Commissioner Craver have any more questions, do not hesitate to contact me.

Thanks,

James

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We were contacted by Board of Elections about the vacant commissioner seats. Board of Elections wants the Commissioners to decide which new commissioner is replacing Commissioner Cook and Commissioner Carter. They must have the exact replacements for their records.

Kim Wells