Town of Boonville
August 3, 2021, Regular Meeting Minutes
Harvey E. Smith Municipal Building

The following were in attendance at the 8/3/21 regular meeting: Mayor Pro-tem Justin Phillips, Commissioners Monica Craver, Dwaine Dobbins, and Tim Driver. Also in attendance were Finance Officer/Town Clerk Kim Wells, Public Works Director Jeff Jones, Police Chief Jeff Hobson, and Administrative Assistant Steve Hutchens. Commissioner David Cox and Town Attorney James Freeman was present via zoom. Mayor Vaughn Benton was absent

I. **Call to Order and Welcome:** Mayor Pro-tem Phillips called the 8/3/21 meeting to order at 7:00 p.m.

II. **Conflict of Interest Issues and Approval of Agenda:** Commissioner Craver asked to add to the agenda Discussion of repairs to the generator and Bathroom estimates at Public Works. Commissioner Craver motioned to approve the agenda as modified. Commissioner Driver seconded, and the motion passed unanimously.

III. **Pledge of Allegiance and Prayer:** Commissioner Craver led the Pledge of Allegiance and the prayer.

IV. **Adoption of minutes:** Commissioner Craver motioned to accept (6/1 regular session, 6/1 closed session, 6/11 recessed, 6/29 Public Hearing and 6/29 recessed minutes) as written. Commissioner Dobbins seconded, and the motion passed unanimously.

V. **Public Comments:** None were voiced.

VI. **Old Town Business:**

A. **A.R.P and CARES Fund Projects:** Commissioner Craver reported that the first appropriation of the A.R. P. Funding had been received. She stated she was working with Public Works Director Jones on possible projects. She stated for the CARES Funding, the employees had been spending the funds as we can but stated she preferred expending these funds before starting to spend the A.R.P funds. Public Works Director Jones stated that he had met with an engineer about possible projects.

VII. **New Town Business:**

A. **Consent Agenda – Approve annual service agreement for Missions Communications LLC in the amount of $4,854.47;Approve annual service agreement for Suez/Utility Serivce Co in the amount of $52,983.95; Approve annual contract with Charles Scott, CPA to compete work papers for Fiscal Year 2021 audit; Ratify the employment of Richard McLeod, effective 7/7/21 at a pay rate of $14.00 hour paid from the Streets Department; Ratify the purchase of Installation of a Zone System by Junior Collins HVAC in the amount of $1,775; Ratify the $950 annual contract for Junior Collins HVAC quarterly service for 108 N. Carolina, 110 N. Carolina, 121 W. Main Street:** Commissioner Craver motioned that we ratify those purchases. Commissioner Driver seconded, and the motion passed unanimously.

B. **Update Water Leak policy:** Public Works Director Jones reviewed the policy history and how it ties back into the tracking issue of the Unaccountable Water Study for the state. Discussion followed on the current water meters not reading and not giving us the leak detectors needed for the proposed policy update. Consensus was to table the topic until the September meeting.

C. **Proposed Resolution #2022-01 for Public Works Surplus Items:** Commissioner Craver reviewed the proposed list of surplus equipment from Public Works. Discussion followed. Commissioner Craver motioned to keep the Cyclops, Lesson Electric Watt Saver, Marathon Electric, Pace Enclosed Trailer, Waukesha Generator, and Joy Air Compressor (on the proposed Resolution) and take off 1983 Ford Tractor and Wood Chipper until we see what is wrong with them. Commissioner Dobbins seconded, and the motion passed unanimously.

D. **Proposed Ordinance Updates:** Police Chief Hobson reviewed some proposed Ordinance Updates and additions that he felt would benefit the town. Discussion followed. Commissioner Craver motioned to table ordinance until everyone can look at them and have a public hearing. Commissioner Dobbins seconded, and the motion passed unanimously.

E. **Annual Donation to the B.B.D.D.A. :** Finance Officer/Town Clerk Wells asked the Board for clarification on the annual donation the town makes to the B.B.D.D.A. Discussion followed. Commissioner Craver reviewed the years prior and suggested the town give the non-profit $2,500. Discussion followed. The topic was tabled until the September meeting.

F. **Repairs to Generator:** Commissioner Craver informed the Board of a repair that needed to be made on the town's generator that they plan to keep. She stated the generator had been heavily used on Sunset to power the well site when Duke Power could not run power to the site. Discussion followed on a seal kit that was on national backorder and how a new pump would cost $1,995. The topic was tabled until the September meeting.

G. **Bathroom estimate for Public Works:** Commissioner Craver informed the Board that Jason Pinnex had given the town an estimate of $2,500 to fix the Public Works bathroom, which included add window, install storage room door, wall covering. She stated that Mr. Pinnex could also get to the project within the next two weeks. Commissioner Cox motioned to go ahead and repair the bathroom. Commissioner Driver seconded, and the motion passed unanimously.

VIII. Reports and announcements:

A. **Mayor's report:** Mayor Benton was not in attendance and did not send a report in his absence.

B. **Finance Officer's report:** Finance Officer/Town Clerk Wells reviewed the budget vs actual report, reported on the utility billing and how much the collection amounts had increased with the new water/sewer rates and updated the Board on the billing rates at Hunter Ridge. Administrative Assistant/Zoning Officer Hutchens reported on a minor subdivision going in on Transou, giving 4 more lots on that property.

C. **Public Works Director's report:** Public Works Director Jones had nothing more to report on.

D. **Police Chief's report:** Police Chief Hobson reported that Tim Hubbard was doing well as a new Police Officer. He stated that he hoped the other new officer would be starting within the next 2 weeks. He then updated the Board on the backordered truck.

E. **Fire Department Report:** Fire Chief Brandon Renegar reviewed the stats of the department, informed the Board of an agreement they had with Yadkin County and because of this, had paid the departments tanker off early, reviewed their paid staff, and spoke of grants the department had been applying for. Discussion followed on clarity of the town's burning ordinance.

F. **Departmental Commissioner's Reports**: None was given.

G. **Committee reports as needed:** Boonville Business and Downtown Development Association (BBDDA) President Kristen Johnson reported on the new members and gave a recap of the Melon Festival. She told the Board that the association took the $1,000 donation from the town and purchased shirts with those funds.

IX. Closed Session per NCGS 143-318.11(a) (6) – Personnel: Commissioner Craver motioned to go into closed session per NCGS 143-318.11(a) (6) for personnel. Commissioner Driver seconded, and the motioned passed unanimously at 8:26 p.m.

Commissioner Craver motioned to return to open session. Commissioner Driver seconded, and the motion passed unanimously at 9:05 p.m.

Commissioner Craver motioned to re-hire Brian Higgins tomorrow (8/4/21) on a probationary period at the same rate of pay as when he abruptly left his employment. Commissioner Driver seconded, and the motion passed.

X. Adjourn: Commissioner Craver motioned to adjourn. Commissioner Driver seconded, and the motion passed unanimously. The meeting ended at 9:09 p.m.

Justin Phillips, Mayor Pro-tem

Kim Wells, Finance Officer/Town Clerk

INVOICE

Mission Communications, LLC
3170 Reps Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

Invoice Date
7/7/2021

Invoice Number
1053281

Bill To
Town of Boonville
Accounts Payable/Kim Wells
P. O. Box 326
Boonville, NC 27011

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**8/6/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	CW MA	**NE**	**7/7/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11060	Baptist Church L/S	8/1/2021	7/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11061	Williams St lift stati...	8/1/2021	7/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11080	Howard Street L/S	8/1/2021	7/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11081	JC Lot Lift Station	8/1/2021	7/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11082	Normandy Street L...	8/1/2021	7/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11083	Alemite Lift Station	8/1/2021	7/31/2022	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS16697	Town Tank	8/1/2021	7/31/2022	563.40	563.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS16698	Depot Street Well	8/1/2021	7/31/2022	563.40	563.40

Please make checks payable to Mission Communications, LLC

or your convenience Mission accepts credit cards. Card payments less than $3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Subtotal	
Sales Tax (0.0%)	
Payment Received	

Balance Due

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

MISSION COMMUNICATIONS
Mission Communications, LLC
3170 Reps Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

INVOICE

Invoice Date
7/7/2021

Invoice Number
1053281

Bill To
Town of Boonville
Accounts Payable/Kim Wells
P. O. Box 326
Boonville, NC 27011

Ship To

CUSTOMER PO	END USER	SHIPPING METHOD	DUE DATE
Annual Service			**8/6/2021**

S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	CW MA	**NE**	**7/7/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	15MIS16759	Woodruff Road Tank	8/1/2021	7/31/2022	563.40	563.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	17MIS20678	WWTP	8/1/2021	7/31/2022	563.40	563.40
0.9167	SP850-12R	Service Package - MyDro M850 Series - 1 year, Renewal	20MIS27620	Sunset Well House	9/1/2021	7/31/2022	563.40	516.47

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Subtotal	USD 4,854.47
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 4,854.47

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

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Correspondence Only:

UTILITY SERVICE CO., INC.
P. O. Box 1350
Perry, Georgia 31069
(478) 987-0303

INVOICE

Mail Payments to:

UTILITY SERVICE CO., INC.
P. O. Box 207362
DALLAS, TX 75320-7362
(478) 987-0303

BILL TO

TOWN OF BOONVILLE, NC
P O BOX 326
BOONVILLE, NC 27011

PLEASE INCLUDE THE INVOICE NUMBER ON PAYMENT

Customer Number: 4548

DUE UPON RECEIPT

INV. #	INV DATE	DESCRIPTION	AMOUNT	TAX	TOTAL
537682	01-JUL-21	75,000 ELEVATED TOWN TANK-Annual	$41,002.50	$0.00	$41,002.50
537683	01-JUL-21	200,000 ELEVATED CHATHAM PLANT-Annual	$11,981.45	$0.00	$11,981.45

TOTAL DUE TO
UTILITY SERVICE CO., INC. $52,983.95

Thank You For Your Business

A 1.5% PER MONTH **FINANCE CHARGE** MAY BE CHARGED FOR ALL PAST DUE INVOICES.

CHARLES E. SCOTT CPA, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
P. O. BOX 595
YADKINVILLE, NORTH CAROLINA 27055

TELEPHONE 336-679-3116
FAX 336-679-3117

CHARLES E. SCOTT, CPA
KEITH E. SCOTT, CPA
KAREN S. MORRISON, CPA

MEMBER OF
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

June 2, 2021

Town of Boonville
P O Box 326
Boonville, NC 27011

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We will perform the following services as of June 30, 2021:

1. We will assist you in preparing the trial balance and any necessary adjustments in preparation for your audit.

2. We will assist you with the preparation of certain schedules in preparation for your audit.

3. We will assist you in drafting your financial statements for presentation to your auditors.

You are responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee any services we provide. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

Our engagement cannot be relied on to disclose errors, fraud, or illegal acts that may exist. However we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our services that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal controls.

Our fee will be at $72.00 per hour and will be billed upon completion of our services.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return to us.

Sincerely,

Charles E. Scott CPA, P. A.

Charles Scott

Charles E. Scott, President

Acknowledged:

Town of Boonville

____

____

Date

JUNIOR COLLINS HVAC

263 Marshall Ridge RD.
State Road, NC 28676
Telephone (336) 874-2168
Owners: Junior Collins & Brad Collins
LICENCE #27258

Proposal Submitted To TOWN OF BOONVILLE	Phone	Date
Street		
City, State and Zip Code	Attn:	

We hereby submit specifications and estimates for:
INSTALLING A ZONE SYSTEM IN POLICE DEPARTMENT
To install:
1-HONEYWELL 2 ZONE DAMPER SYSTEM
1-HONEYWELL 14X10 ZONE DAMPER
1-HONEYWELL 2012 ZONE DAMPER
1-HONEYWELL CONTROL TRANSFORMER
1-HONEYWELL BAROMETRIC BY-PASS
1-HONEYWELL AIR SUPPLY AIR SENSOR
1-HONEYWELL PRO 5000 THERMOSTAT
Includes:
ALL CONTROLS AND CONTROL WIRING
METAL SLEEVES IN DUCTBOARD FOR ZONE DAMPERS
NEW THERMOSTAT ON THE SECOND FLOOR
SEALING ALL DUCT JOINTS

Warranty:
5 YEARS ON ALL PARTS
1 YEAR ON LABOR

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: ONE THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS & 00/100

dollars $ 1,775 .00

Payment to be made as follows:

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. [illegible]r to carry fire, tornado and other necessary insurance.

Authorized Signature ______________________

Proposal withdrawn within ______________ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment as above.

Signature ______________________

An amount of 1 1/2 % interest per month will be charged on all unpaid balances past 30 days.

Date of Acceptance:

Signature ______________________

JUNIOR COLLINS HVAC INC.
PO BOX 399
263 MARSHALL RIDGE RD
STATE ROAD NC 28676
336-874-2168 FAX 336-874-2869

SUPPLIER: JUNIOR COLLINS HVAC INC.
CLIENT: TOWN OF BOONVILLE

SCOPE OF AGREEMENT: EQUIPMENT AS PER ITEM LIST:

	TYPE	LOCATION	MODEL	SERIAL
1.	TRANE HEAT PUMP	POLICE DEPARTMENT		
2.	TRANE HEAT PUMP	MEETING ROOM		
3.	TRANE HEAT PUMP	TOWN OFFICE		
4.	RHEEM A/C AND GAS FURNACE	AT LIBRARY		
5.	RHEEM A/C AND GAS FURNACE	AT LIBRARY		

PERFORMANCE OF INSPECTIONS, ADJUSTMENTS AND CALIBRATIONS DURING SCHEDULED SERVICE CALLS, NECESSARY TO KEEP THE EQUIPMENT TO A MAINTAINED STATE AS DEFINED BY MAINTENANCE LIST. DETERMINATION AND SUBMITTAL TO CLIENT FOR HIS REVIEW AND APPROVAL OF THOSES MEASURES BEYOND PREVENTIVE MAINTENANCE TO RESTORE THE EQUIPMENT TO A MAINTAINED STATE.

CORRECTIVE MAINTENANCE

PERFORMANCE OF THOSE MEASURES REQUESTED BY THE CLIENT OR DETERMINED DURING PREVENTED MAINTENANCE AS NECESSARY TO RESTORE THE EQUIPMENT TO A MAINTAINED STATE, AS APPROVED BY CLIENT. ALL REASONABLE STEPS WILL BE TAKEN TO CORRECT ITEMS DETECTED DURING SITE VISITS. LABOR FOR THESE MEASURES, ONCE APPROVED, WILL BE BILLED AT THE RATES NOTED. **24 HOUR / ON CALL-IN REPORT SYSTEM IS PROVIDED.**

MAINTENANCE JOURNAL

THE CLIENT AND JUNIOR COLLINS HVAC SHALL EACH HAVE A COPY OT THE JUNIOR COLLINS HVAC JOURNAL IN WHICH ALL SERVICE CALLS AND MAINTENANCE SERVICE PERFORMED BY JUNIOR COLLINS HVAC WILL BE RECORDED.

MAINTENANCE SCHEDULE PER YEAR

(2) FILTER CHANGES
(1) PREVENTIVE MAINTENANCE COMFORT COOLING
(1) PREVENTIVE MAINTENANCE COMFORT HEATING
(1) COIL CLEANING AS NEEDED

MATERIALS INCLUDED

-AIR FILTERS
-COIL CLEANER
-LUBRICANTS

PRICE

THE TOTAL AGREEMENT PRICE IS $ 950.00

PAYABLE TERMS TWICE YEARLY $ 475.00 **OR 4 TIMES YEARLY $237.50**

PAYMENT

1. THE AGREEMENT SHALL COMMENCE ON ____________________ AND SHALL BE EFFECTIVE FOR THE PERIOD OF THREE YEARS (UNLESS OTHERWISE STATED). TERMINATION OF THIS AGREEMENT MAY BE EXECUTED BY EITHER PARTY WITH A WRITTEN NOTICE THIRTY DAYS PRIOR TO THE EXPIRATION DATE OF THIS AGREEMENT.

2. SHOULD PAYMENTS NOT BE MADE IN ACCORDANCE WITH THE TERMS STIPULATED ABOVE, JUNIOR COLLINS HVAC HAS THE RIGHT TO TERMINATE THIS AGREEMENT IMMEDIATELY.

3. THIS AGREEMENT PRICE SHALL BE SUBJECT TO ANNUAL ADJUSTMENTS REFLECTING CURRENT LABOR AND MATERIAL COST.

4. THE CLIENT SHALL BE RESPONSIBLE FOR TAXES BOTH PRESENT AND FUTURE, OR ANY OTHER CHARGES IMPOSED BY CURRENT OR FUTURE LAWS THAT INVOLVES THE TRANSFER, USE, OWNERSHIP OR POSSESSION OF THE SYSTEM COMPONENTS ENCOMPASSED IN THE AGREEMENT.

UNITARY EQUIPMENT (PACKAGED UNITS)

5. CLIENT SHALL RECEIVE 10% DISCOUNT ON ALL SERVICES AND NO OVERTIME RATES WILL APPLY .

1. SCHEDULED PREVENTATIVE MAINTENANCE: FOUR (4) INSPECTIONS FOR THE INSPECTIONS WILL INCLUDE THE FOLLOWING:

- **a. CHECK UNIT FOR REFRIGERANT LEAKS. REPORT ALL LEAKS TO OWNER. REPAIR IF INDICATED ON THE OPTIONS PAGE.**
- **b. CHECK AND CALIBRATE SAFETY CONTROLS AND OVERLOADS.**
- **c. CHECK MAIN STARTER, TIGHTEN ALL STARTER TERMINALS AND CHECK CONTACTS FOR WEAR.**
- **d. CHECK OIL LEVEL IN COMPRESSOR (WHERE APPLICABLE).**
- **e. TIGHTEN MOTOR TERMINALS AND CONTROL PANEL TERMINALS.**
- **f. CHECK CRANKCASE HEATER.**
- **g. CHECK EXTERNAL INTERLOCKS.**
- **h. INSPECT AND ADJUST BELT ALIGNMENT.**
- **i. CHECK DAMPER OPERATION.**
- **j. LUBRICATE FAN BEARINGS.**
- **k. RECORD REFRIGERANT PRESSURES, TEMPERATURES, SUPERHEAT, AND SUBCOOLING IN THE OPERATION.**

AIR HANDLER SCHEDULED PREVENATIVE MAINTENANCE

1. SCHEDULED PREVENTATIVE MAINTENANCE:

- a. INSPECT COIL.
- b. INSPECT DRAIN PAN AND DRAIN LINE.
- c. INSPECT FAN WHEELS.
- d. INSPECT DRIVE SHEAVES.
- e. CHECK BELT ALIGNMENT AND TENSION.
- f. LUBRICATE AS REQUIRED.
- g. CHECK BEARING AND MOTOR MOUNTING.
- h. CHECK MOTOR OPERATING VILTAGE AND AMPERAGES.
- i. CHECK INLET VANES OR DAMPERS (WHERE APPLICABLE). ADJUST IF NECESSARY.
- j. CHECK BELT TENSION.
- k. CHECK FOR EXCESSIVE VIBRATION OR NOISE.
- l. INSPECT FILTERSAND CHANGE AS INDICATED ON THE OPTIONS PAGE.

SPECIAL SCOPE & TERMS

IN ADDITION, JUNIOR COLLINS HVAC AGREES TO PROVIDE THE FOLLIOWNG:
- ADDITIONAL LABOR WILL BE PROVIDED AT $70.00/hr FOR 1 TECHNICIAN, $105.00/hr FOR 2 TECHNICIANS, NO TRIP CHARGE. TIME AND A HALF APPLIES AFTER HOURS, WEEKENDS, AND HOLIDAYS.
- OPERATING AND MAINTENANCE PERSONNEL TRAINING AS DESIRED.
- WRITTEN REPORTS OF EACH INSPECTION.

STANDARD TERMS & CONDITIONS OF SALE

GENERAL

1. THE CLIENT SHALL PROVIDE A REASONABLE MEANS OF ACCESS TO ALL COMPONENTS INCLUDED IN THIS AGREEMENT. JUNIOR COLLINS HVAC SHALL BE FREE TO START AND STOP ALL PRIMARY COMPONENTS INCIDENTAL TO OPERATION OF SYSTEM ARRANGED WITH THE CLIENT'S REPRESENTATIVE.
2. IN THE EVENT A SYSTEM IS ALTERED, MODIFIED, CHANGED OR MOVED, THE COMPONENTS OF THE SYSTEM MAY REMAIN WITHIN THE SCOPE OF THE AGREEMENT AND THE PRICE ADJUSTED ACCORDINGLY, ELIMINATED FROM THE AGREEMENT AND THE PRICE ADJUSTED ACCORDINGLY, OR THE AGREEMENT MAY BE TERMINATED, ALL AT JUNIOR COLLINS HVAC OPTION.
3. ALL SCHEDULED MAINTENANCE SHALL BE PERFORMED DURING NORMAL JUNIOR COLLINS HVAC WORKING HOURS. ANY CORRECTIVE MAINTENANCE REQUIRED OF JUNIOR COLLINS HVAC AND ANY EMERGENCY SERVICE REQUESTED BY THE CLIENT SHALL BE PERFORMED DURING NORMAL WORKING HOURS TO THE EXTENT POSSIBLE.

LIABILITY

1. JUNIOR COLLINS HVAC SHALL NOT BE LIABLE IN ANY WAY FOR DAMAGES LOSS, OR COST CAUSED BY OR ARISING FROM FAILURE OF THE SYSTEM COMPONENTS TO OPERATE PROPERLY, FAILURE TO DETECT, DELAYS IN FURNISHING OR FAILURE TO FURNISH SERVICE DUE TO FIRE, FLOOD, STRIKE LOCKOUT, DISPUTE WITH WORKMEN, INABILITY TO OBTAIN MATERIAL, COMMOTION, WAR, ACTS OF GOD, OR ANY CAUSE BEYOND REASONABLE CONTROL. JUNIOR COLLINS HVAC RESPONSIBILITY FOR INJURY TO PERSON OR PROPERTY THAT MAY BE CAUSED BY ARISE THROUGH THE MAINTENANCE, SERVICE, FUNCTIONING OR USE OF THE SYSTEMS SHALL BE LIMITED TO INJURY CAUSED DIRECTLY BY OUR NEGLIGENCE IN PERFORMING IT'S OBLIGATIONS UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL JUNIOR COLLINS HVAC LIBILITY EXCEED THE AGREEMENT PRICE FOR JUNIOR COLLINS HVAC SERVICES.
2. JUNIOR COLLINS HVAC SHALL NOT BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER, WHETHER BASED ON CONTRACT OR IN TORT, INCLUDING BUT NOT WITHOUT LIMITATION, DAMAGES INVOLVING LOSS OR PROFITS, REVENUES, PRODUCTION FACILITIES OR EQUIPMENT, THIRD PARTY CLAIMS OR FINES AND PENALTIES.

IN WITNESS WHEREOF, THE PARTIES HERETO ENTERED INTO THIS AGREEMENT IN THE YEAR AND DATE OF ____________________. THIS PROPOSAL SHALL BECOME BINDING ONLY WHEN ACCEPTED BY CLIENT AND FORMALLY ACKNOWLEDGED IN WRITING BY JUNIOR COLLINS HVAC. WHEN SO APPROVED, IT BECOMES THE ENTIRE AGREEMENT BETWEEN PARTIES, AND NO PROMISES, AGREEMENTS, UNDERSTANDINGS, OR CHANGES PRIOR TO SUBSEQUENT HERETO, WRITTEN OR ORAL, WITH RESPECT TO THE SUBJECT MATTER SHALL BE BINDING UNLESS IN A WRITTEN STATEMENT SIGNED BY AN EXECUTIVE OF JUNIOR COLLINS HVAC AND ATTACHED HERETO.

ATTEST:

SUPPLIER:

____

BY:______________________________

TITLE:___________________________

ATTEST:

CLIENT:

____

BY:_________________________________

TITLE:______________________________

Current Policy

TOWN OF BOONVILLE

Utility Billing and Collections Procedure Policy

The following utility billing and collections procedure policy is a general policy, which will be enforced for the collection of payment for utility services provided by the Town of Boonville. This policy is effective as of September 26, 2013. The following policy will be enforced strictly and will apply to any and all customers of utility services provided by the Town of Boonville. Any questions regarding utility service, policy, or billing should be addressed to Boonville Town Hall at 336-367-7941.

Billing and Collections

a) Water meters will be read during the last week of each month.
b) Utility bills for the previous billing cycle will be mailed to customers on the first day of each month. If the first day of the month falls on a weekend or holiday, utility bills will be mailed on the next business day.
c) Payments can be made in person at Boonville's Town Hall, left in the locked box at Boonville's Town Hall, mailed, or made online with a debit or credit card. All debit and credit card payments~~, whether made online or in person~~, will be assessed a convenience fee that is paid directly to the credit card processing company. The Town does not keep the convenience fee.
d) Utility bills are due on the last day of the month.
e) A late fee of 10% will be applied to any unpaid utility account on the first day of each month. This includes accounts where only a partial payment has been received throughout the month. If the first day of the month falls on a weekend or holiday, the 10% late fee will be applied on Monday or the next business day.
f) To avoid a late payment fee, utility payments must be either received in person prior to the first day of the month, made online prior to the first day of the month, or placed in the drop box (located on the side of Town Hall) on the morning of the first day of the month before 8:00 a.m. Any payments made in person or online on the morning of the first day of the month after 8:00 a.m. will be considered late.
g) Once a utility bill has been mailed at the U.S. Post Office, the Town of Boonville is no longer responsible for the utility bill. Payment of the utility bill is due by the last day of each month to the Town even if the customer does not receive a utility bill in the mail. Any questions regarding utility service or billing should be addressed to Boonville's Town Hall at 336-367-7941.

Service Disconnection

a) If full payment of the previous utility bill, including any additional fees or past due interest, is not received in Boonville's Town Hall office by the 14th day of the month at 5:00 p.m., utility services will be disconnected at 9:00 a.m. on the morning of the 15th day of the month. If the 14th day of the month falls on a weekend or Town observed holiday, payments must be received by 5:00 pm the next regular business day. If not paid by this timeframe, utility services will be disconnected at 9:00a.m. the following business day. This applies to all utility customers regardless of their account history with the Town of Boonville.

b) If utility services are disconnected due to non-payment, the customer must pay the administrative fee of $30.00 in addition to any amount owed for the previous billing cycle before services can be reconnected. Boonville Public Works Department personnel cannot accept payments from utility customers.

c) On the 15th day of each month (cut-off day), a customers' utility service is considered disconnected when the cut-off list is given to Public Works Department personnel. If a customer comes into Town Hall to make a payment after the list has been given to Public Works Department personnel, the customer will still be required to pay the $30.00 administrative fee whether services have been disconnected or not.

d) Utility payments for reconnections must be received in person at Boonville's Town Hall by 4:30 p.m. in order to have utility services reconnected on the same day. No reconnections will be made after these times. Regular business hours for Boonville's Town Hall are 8:00 a.m.-5:00 p.m.

e) If water is disconnected from a service location that is a food provider, then the Town of Boonville will contact the Yadkin County Health Department prior to reconnection.

f) All water bills have the due date printed on the back for previous billing information, as well as information pertaining to reconnection fees. Your current bill will serve as your second and final notice for any previous billing amounts.

g) No services will be disconnected on a Friday unless requested by a customer or in an emergency situation.

h) In the event of a town issued State of Emergency, there will be no disconnection of services until the State of Emergency has been lifted. In addition to the suspension of disconnections, there will also be no penalties or additional fees added to the account during this time.

Collection of Delinquent Accounts

a) The Town of Boonville will collect delinquent water, sewer and trash debts through the NC Local Government Setoff Debt Clearinghouse per G.S. 105A. This program allows municipalities to attach a debtor's NC refund check for any feasible fine or charge issued by the municipality.

b) In the event that a former delinquent utilities customer requests any future utility service(s) from the Town of Boonville, that individual will be required to pay in full the past due balance plus the required deposit(s) before services will be offered to the customer.

Meter Tampering

a) If Public Works Department personnel determine that a meter has been tampered with, service will be disconnected and a fee will be imposed on the account of the owner or resident of that property. This fee will be at cost of time and material of any damage caused with the meter tampering. The tampering fee must be paid prior to utility services being reconnected. Meter tampering includes connecting and disconnecting of utility services at the Town's meter by the property owner, resident, or any representative thereof. By law, meter tampering is a Class I Misdemeanor offense.

Return Check Policy

a) If the Town of Boonville receives a returned check for utility services, the customer's utility service will be disconnected. In order to have utility services reconnected, the customer will be responsible for payingng the Town of Boonville the face amount of the check in addition to a $25.00 returned check fee and a $30.00 reconnection fee.
b) If the returned check was written to avoid late fees, the 10% late fee will be assessed on the account and must be paid along with all other fees.

Refunding and Applying Deposits

a) When a utility customer wishes to discontinue their services with the Town of Boonville, it is the customer's responsibility to contact Boonville's Town Hall. At this time, the customer will need to inform Town *Hall* personnel the date to disconnect services and provide a forwarding address. Customers are responsible for any charges for usage until the Town of Boonville is informed that the customer has moved - even if the location is vacant.
b) After notifying the Town of Boonville of their move, a final billing will be processed for each utility account. Final bills are processed on a weekly basis as needed. If a customer decides to move mid-billing cycle, the final billing is prorated for that month.
c) A customer will be refunded the full deposit paid if the customer's account has a zero balance. If the customer departs and owes a balance, the deposit will be applied to the customer's account within 60 days. The portion of the deposit that remains will be refunded to the customer.
d) Deposits made by non-profit organizations are intended to be returned to the non-profit organization unless they request the deposit to be given to the account holder.

Utility Service Connection

a) All required deposits and connection fees must be paid to have utility services connected at any property. This applies to all property owners, residents, and businesses. Any balance owed for utility services must be paid in order to be connected.
b) Prior to utility services being connected, an application must be filled out at Town Hall, and the applicant must provide identification with a picture.
c) If a customer is transferring continuous utility service from one street address to another, no additional connection fee will be required. All balances on the old account must be paid before deposit for utility service will be transferred to the new address. If balances are not paid within the time reflected on the final billing, the services at the new address will be disconnected for lack of deposit, and a connection fee will be assessed on the new account.
d) If a customer is transferring from owner status to renter status, the customer will be required to pay the difference in the deposit amount before services can be transferred. If a customer is transferring from renter status to owner status, the customer will be subject

to a refund of the difference in the deposit amount. The refund can be made in the form of a check or a credit applied to the new account.

e) An owner of a property can put down a deposit on any rental property. If a rental unitt becomes vacant and the owner h a deposit on file for that address, it is the owner's responsibility to contact Boonville Town Hall personnel and inform them of the transfer.

f) Any utility service account must be opened under the name of a person if the busyness has a sole proprietor.

Water Leak Adjustment

a) Any in-town or out-of-town water customer whose water consumption is in excess of 200% from one month to the next month due to a leak may request a water leak adjustment for his or her water bill and sewer bill. This percentage amount will be used to verify qualifyingng water leak adjustments (no gallons).

b) However, a water leak adjustment will only be made if one or more of the following criteria apply. Underground leaks in water lines running from a water meter on the user's side. Also, leaks in the plumbing of a structure, which are not easily detected. Excessive water usage due to runningng toilets, leaking water faucets, leaking water hoses; or for watering livestock, yards, washing cars, gardening, etc., shall not constitute a sufficient cause for a water leak adjustment.

c) If a water leak adjustment is justified, based upon the aforementioned criteria, the Mayor, or his or her designee will make the adjustment to both the water and sewer portion of the bill, once the consumer has identified the source of the leak, resolved the problem, and/or provided documented proof that the leak is repaired. Documented proof may consist of a plumber's bill or recent receipts for plumbing repair parts.

d) Only one water leak adjustment in a 12-month period may be granted by the Mayor or his or her designee. Such charges shall be determined by averaging the customer's monthly-metered consumption rate for six (6) consecutive prior months.

e) Adjustments for a leak can only be honored for one billing cycle. If a continuous leak occurs during two or more billing cycles, the Town of Boonville will apply the adjustment to the highest bill. The customer will be responsible for the other bills and must pay them in full.

f) Adjustments for pools are allowed. If a customer intends to request a sewer adjustment to fill a pool, it is the customer's responsibility to obtain a meter reading before and after filling the pool. These numbers will need to be submitted to Town Hall to obtain the sewer adjustment.

Water Leak Payment Plan

a) Any in-town or out-of-town water customer whose water consumption is in excess of 500% from one month to the next month due to a leak may request a payment plan for his or her water bill. Payment plan, when justified, will consist of six equal payments added to the water bill for the next six consecutive months.

b) However, a payment plan will only be made if one or more of the following criteria applies. Underground leaks in water lines running from a water meter on the user's side. Also, leaks in the plumbing of a structure which are not easily detected. Excessive water usage due to running toilets, leaking water faucets and leaking water hoses shall not constitute a sufficient cause for a payment plan.

c) If a payment plan is justified, based upon the aforementioned criteria, the Mayor, or his or her designee will make the payment plan, once the consumer has identified the source of the leak and resolved the problem. Only one payment plan in a 12-month period may be granted by the Mayor or his or her designee. Additional bill reductions or payment plans shall first be approved by the Town Board.

Disputing a Water Bill

a) All water customers have the right to dispute a bill.

b) At the customer's request, the Town of Boonville will inspect a water meter if the customer feels their meter is malfunctioningg. If a determination is made that the water meter is malfunctioning, a new meter will be installed at no cost to the customer. If the meter is functioning properly, the customer will be charged a fee of $25, which will be added to the customer's next water bill. The meter will be reinstalled.

c) The customer may request a report detailing their water usage. A $25 service charge will be assessed for the report. Depending on size of the report, the customer may also be subject to the Town of Boonville's copy fee of $0.10 per page.

Town's Right to Suspend Service

The Town reserves the right to suspend service, without notice, for the following:

a) Prevention of fraud or abuse, i.e. meter tampering;
b) Customer's willful disregard of the Town's rules and regulations;
c) Emergency repairs;
d) Insufficient supply due to circumstances beyond the Town of Boonville's control;
e) Legal procedures;
f) Direction of authorized public authorities;
g) Failure of a customer to permit town employees access to their water meter at all reasonable times;
h) Strike, riot, flood, accident, or any unavoidable cause(s).

This policy was revised by motion by the Town of Boonville Board of Commissioners on May 5, 2020 to add Suspending Disconnections and fees during Town issued State of Emergency. The original policy was adopted on September 26, 2013, with additional revisions on September 1, 2015.

____
Mayor

ATTEST:

____
CLERK

RESOLUTION # 2022-01

RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS AND AUTHORIZING THE DISPOSITION OF SAID PROPERTY BY INTERNET AUCTION OR PRIVATE SALE

WHEREAS, G.S. 160a-267 & 270(c), allow the Town to sell personal property by private negotiation and at electronic auction upon adoption of a resolution or order authorizing the appropriate official to dispose of the property; and

WHEREAS, the Town Board of the Town of Boonville, North Carolina, has determined that the Town owns certain personal property that is no longer needed or usable by the Town; and

WHEREAS, the property is described below:

	VIN/Model#
Cyclops	Model PQ-350 Transporter Controller
Lesson Electric Watt Saver	Model #0184T17FB42E
Marathon Electric	Model #256TTDCA6026
1983 Ford Tractor	
Pace American Enclosed Trailer	Model#CS610SA
Waukesha Enigmatic Control Generator	Model# 2000
1984 Brush Bandit Wood chipper 12"	
1984 Joy Air Compressor 85	

NOW, THEREFORE, BE IT RESOLVED by the Boonville Town Board that the Finance Officer/Town Clerk is authorized to sell by private negotiation or at electronic auction @ www.GovDeals.com at the earliest convenience the surplus property described above as per the terms and conditions as specified in the GovDeals Service contract approved by this Council and in accordance with G.S. 160A-267 or 270(c). The terms of the sale shall be net cash. The Finance Officer/Town Clerk is directed to publish at least once not less than ten (10) days before the date of the sale or auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-267 & 270(c).

Adopted on this the 3rd day of August, 2021.

____

R. Devaughn (Vaughn) Benton, Mayor

Attested to:

____

Kim Wells, Town Clerk

It shall be unlawful to drive a golf cart or any other similar conveyance on US highway 601 and NC highway 67. Or be driven in a careless and reckless manner on any street. They shall be prohibited from being driven on sidewalks. They are prohibited from being driven on private property without having written permission from the landowner. They shall not be operated in the Town of Boonville on any street without the driver having a valid NC drivers license.

Sec. 8-5-1. - Unnecessary noise.

It shall be unlawful for any person to create, or assist in creating, permit, continue, or permit the continuance of any unreasonably loud, disturbing and unnecessary noise in the Town. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual is prohibited. The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive, namely:

(1) The sounding of any horn or signal device or any device on any automobile, motorcycle, bus or other vehicle while not in motion, except as a danger signal if another vehicle is approaching apparently out of control, or if in motion only as a danger signal after or as brakes are being applied and deceleration of the vehicle is intended; the creation by means of any such signal device of any unreasonably loud or harsh sound; and the sounding of such device for an unnecessary and unreasonable period of time;

(2) The use of any gong or siren upon any vehicle, other than police, fire or other emergency vehicle;

(3) The use or operation of any piano, manual or automatic, phonograph, radio, loudspeaker or any other instrument or sound amplifying devices so loudly as to disturb persons in the vicinity thereof, or in such a manner as renders the same a public nuisance; provided, however, that upon application to the mayor, permits may be granted to responsible organizations to produce programs in music, speeches or general entertainment;

(4) The keeping of any animal or bird which by causing frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity;

(5) The use of any automobile, motorcycle or other vehicle so out of repair or so loaded in such manner as to create loud or unnecessary grating, grinding, rattling or other noise;

(6) The blowing of any steam whistle attached to any stationary boiler, except to give notice of the time to begin or stop work or as a warning of danger;

(7) The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle except through a muffler or other device which will effectively prevent loud or explosive noises therefrom;

(8) The use of any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced;

(9) The erection (including excavation), demolition, alteration, or repair of any building in a residential or business district other than between the hours of 7:00 a.m. and 6:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety and then only with a permit from the building inspector, which permit may be renewed for a period of three (3) days or less while the emergency continues;

(10) The creation of any excessive noise on any street adjacent to any school, institution of learning, or court while the same are in session; or within one hundred fifty (150) feet of any hospital, which unreasonably interferes with the working of such institution; provided conspicuous signs are displayed in such streets indicating that the same is a school, court or hospital street;

(11) The creation of any excessive noise on Sundays on any street adjacent to any church; provided conspicuous signs are displayed in such streets adjacent to churches indicating that the same is a church street;

(12) The creation of loud and excessive noise in connection with loading or unloading any vehicle, or the opening and destruction of bales, ,boxes, crates and containers;

(13) The sounding of any bell or gong attached to any building or premises which disturbs the quiet or repose of persons in the vicinity thereof;

(14) The shouting and crying of peddlers, barkers, hawkers and vendors which disturbs the quiet and peace of the neighborhood; or anyone shouting within the corporate limits so as to disturb the peace and quiet of the neighborhood;

(15) The use of any drum, loudspeaker or other instrument or device for the purpose of attracting attention by creation of noise to any performance, show, sale or display of merchandise.

(16) The use of any mechanical loudspeakers or amplifiers on trucks or other vehicles for advertising purposes or other purposes except where specific license is received from the board of commissioners;

(17) The conducting, operating or maintaining of any garage or filling station in any residential district, so as to cause loud or offensive noises to be emitted there from between the hours of 11:00 p.m. and 7:00 a.m.; and

(18) The firing or discharging of a gun, squibs, crackers, gunpowder or other combustible substance in the streets or elsewhere for the purpose of making noise or disturbance, except by permit from the board of commissioners.

State Law reference— Authority to regulate noises, G.S. 160A-184.

It shall be unlawful for any person, upon any street, highway, road, alley, drive or other public way or upon the grounds and premises of any service station, drive-in theatre, store, restaurant or other business establishment providing parking or loading and unloading automobile space for customers, patrons or the public, to operate a motor vehicle from a standing or parked position by rapid acceleration or other mechanical means of operation, so as to cause the wheels of the vehicle to *spin* in place prior to or during the initial forward movement of the vehicle; or to operate a vehicle so as to cause the vehicle, in its initial movement from a standing or parked position, to travel at a rate of speed greater than is reasonable and necessary for the normal operation of a motor vehicle according to accepted standard practices for vehicle operation or at a rate of speed or in such a manner as will endanger or likely endanger persons or property, or in a heedless manner disregarding the rights of others, or without due caution.

Sec. 8-1-3. - Unauthorized assembly.

(a) It shall be unlawful for one or more persons to congregate, assemble or gather on privately owned parking areas of any business establishment except during the business hours of said establishment without the permission or consent of the owner, lessor or other person having right to possession of the property when said establishment has closed its doors for business.

(b) It shall be unlawful for any person to park their vehicle on privately owned property of any business establishment so as to block or partially block entrance to a public street from any part of said property, without the consent of the owner, lessor, or other persons having right to possession of said private property.

(Ord. of 4/1/75, §§ 1, 2)

Boonville
Business & Downtown
Development Association Inc.

BBDDA • PO Box 162 • Boonville, NC 27011

To the Town of Boonville
PO Box 326
Boonville, NC 27011

Dear Commissioners:

The Boonville Business and Downtown Development Association, Inc. (BBDDA) was chartered in 2012 to continue the work and maintain the momentum that began with the NC Rural Economic Development Center's Small-Town Economic Prosperity (STEP) program. Its purpose is to work with the town of Boonville to continue the revitalization of Boonville's downtown district, promote Boonville as a tourist destination, and find ways to strengthen the local economy while maintaining Boonville's small-town (village) charm.

We are requesting the Town of Boonville to consider budgeting $5,000 in the fiscal year (2021-2022) for economic development. The BBDDA has been instrumental in building a community for residents and families. Events give the Boonville community an identity that residents and visitors appreciate. Each year, enthusiasm for town events grows with the residents and visitors. I have attached some of the upcoming events that are already in the works for this year. We propose the following economic development activities and projects:

Project	Amount
1) Event planning/Promotion	$2,000
2) Façade Grant Money	$2,000
3) Beautification	$1,000

Thank you for your consideration of this request. We look forward to working with you and the Town Board members for the future of Boonville

Sincerely,

Kristin Johnson

Kristin Johnson
President, BBDDA

APPROVED BY ______
DATE PAID ______
CHECK # ______
ACCTS. CHARGED ______