

Town of Montreat
Board of Commissioners Meeting Agenda – Public Forum
May 9, 2019 – 6:30 p.m.
Walkup Building

I. Call to Order

- Welcome
- Moment of Silence

II. Agenda Adoption

III. Public Comments

IV. Adjournment

**Town of Montreat
Board of Commissioners
Town Council Meeting
May 9, 2019 – 7:00 p.m.
Walkup Building**

I. Call to Order

- Pledge of Allegiance
- Moment of Silence

II. Agenda Adoption

III. Presentations & Reports:

- A. Capital Improvement Plan (C.I.P)

IV. Mayor’s Communications

V. Consent Agenda

- A. Meeting Minutes Adoption
- April 11, 2019, Annual Board Retreat Minutes
 - April 11, 2019, Public Forum Minutes
 - April 11, 2019, Town Council Minutes
 - Records Retention Schedule Update

All items on the Consent Agenda are considered routine, to be enacted by one motion with the adoption of the agenda and without discussion. If a member of the governing body requests discussion of an item, it will be removed from the Consent Agenda and considered separately.

VI. Town Administrator’s Communications

- Consent Agenda Review
- Capital Projects Update
- Other Items

VII. Administrative Reports

- Administration
- Planning and Zoning
- Police
- Public Works and Water
- Sanitation
- Streets

VIII. Public Comment

Public comments will be heard during this period for any and all items.

IX. Old Business

X. New Business

A. Adoption of Capital Improvement Plan

- **Suggested Motion:** Move to approve the 2019-2024 Capital Project Plan as Presented

B. Health Insurance Policy Renewal

- **Suggested Motion:** Move to approve contract renewal letter of the Health Benefit Trust for the period July, 1, 2019 to June 30, 2020, and to authorize the Mayor to sign and execute said renewal

C. Lower Greybeard Trail Bank Stabilization/Wall

- **Suggested Motion:** Move to approve contract #19-05-001, Consulting Services Agreement, with Civil Design Concepts, and to authorize the Town Administrator to sign and execute the agreement.

D. Tax Collection Agreement

- **Suggested Motion:** Move to approve the Tax Collection Agreement with Buncombe County, effective July 1, 2019, as presented

E. Martin and Starnes Audit Contract

- **Suggested Motion:** Move to approve the Contract to Audit Services with Martin, Starnes, and Associates, CPAs, P.A., as presented, and authorize the Mayor and Town Administrator to sign and execute said contract.

F. Resolution of Intent to Close Public Right of Way

- **Suggested Motion:** Move or deny Resolution #19-05-001 concerning intent to close street right-of-way at 163 Texas Road Extension.

G. Resolution of Intent to Close Public Right of Way

- **Suggested Motion:** Move or deny Resolution #19-05-002 concerning intent to close street right-of-way at 109 and 111 Virginia Road.

H. Appointment of Chief David Arrant as Deputy Finance Officer for Signature and Approval Authority and Oath of Office

- **Suggested Motion:** Move to appoint Chief David Arrant as Deputy Finance Officer for Signature and Approval Authority.

I. Call for a Public Hearing on the budget

- **Suggested Motion:** Move to call for a Public Hearing on the budget at 7:00 p.m. or soon thereafter on June 13 2019

I. Public Comment

Public comments will be heard during this period for any and all items.

II. Commissioner Communications

III. Meeting Dates

Planning & Zoning Commission:

Thursday, May 16, 2019
Walkup Building
5:00 p.m.

Memorial Day Holiday:

Monday, May 27, 2019
Town Offices Closed
Sanitation Services Resume on
Tuesday, May 28, 2019

Montreat Tree Board:

Tuesday, May 28, 2019
Town Services Building
9:30 a.m.

May Special Town Council Meeting:

Thursday, May 30, 2019
3rd Floor of Freeland Hall
7:00 p.m.

Montreat Landcare:

Wednesday, June 5, 2019
Allen Building
Swannanoa Room
9:00 a.m.

June Town Council Meeting:

Thursday, June 13, 2019
Walkup Building 7:00 p.m.
Public Forum begins at 6:30

Planning & Zoning Commission:

Thursday, June 20, 2019
Walkup Building
7:00 p.m.

IV. Closed Session:

- **Suggested Motion: To enter into Closed Session in accordance with NCGS §143-318.11(a)(6) for discussion of a personnel matter. (Documents pending) and to enter into Closed Session in accordance with NCGS § 143-318.11(a)(3) for attorney-client privilege discussion.**

V. Adjournment



**Capital Improvement Program
2019-2024**

TOWN OF MONTREAT CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2019 - 2024

The Town of Montreat Board of Commissioners will seek ways to maintain and improve the quality of life, preserve the natural beauty and promote responsible growth, while maintaining our community image, heritage and traditions.

TABLE OF CONTENTS

Policy and Guidelines

General Fund Revenues

Summary
Revenues

General Fund Expenditures

Summary All
4100 - Governing Board
4200 - Administration
5000 - Public Buildings

5100 - Police Department
5400 - Planning and Zoning
5550 - Public Works
5600 - Street Department
5800 - Sanitation Department
6190 - Environment & Recreation

Water Fund Revenues

Water Fund Expenditures

Summary All Departments
8100 - Water Operations

TOWN OF MONTREAT CAPITAL IMPROVEMENT PROGRAM FISCAL YEARS 2019 - 2023

Introduction

It is our pleasure to submit to the Mayor and Board of Commissioners for the Town of Montreat the proposed Capital Improvement Program for fiscal years 2019 through 2024. This document is intended as a resource and reference as the Board considers substantial funding commitments for the next fiscal year and future years. We hope that you find the quality of the document to your liking and the information contained herein sufficient to allow the governing body to make informed decisions regarding the direction that the program sets for the next five years.

What is a Capital Improvement Program?

A Capital Improvement Program (CIP) is a financial planning tool that looks into the future to forecast the Town's equipment, building, and infrastructure needs. It encourages the community to forecast not only what expenditures they intend and expect to make, but also to identify potential funding sources in order to more properly plan for the acquisition of the asset. Upon adoption of the Plan, the first year of proposed CIP becomes the list of capital items that are included in the proposed budget for the coming fiscal year. The program is then updated and revised on an annual basis to insure previous projections are still on course. In so doing, the Town is always working on a prospective five-year schedule.

The CIP is designed to be a flexible planning tool. In the most ideal of situations, the CIP is revised and reviewed prior to the initiation of the annual budget process. By beginning the review and revision process ahead of the development of the Annual Budget, the community is better able to scrutinize the actual needs of both the community and the organization, outside of the constraints of the budgetary process. Despite its independence from the development of the operating budget, the CIP does not

merely represent a "wish list" of items without regard to the fiscal constraints that will face the governing board when the time comes to fund the previously identified needs. Rather, all projects include projections of revenues that are expected to be available at the time of any expenditure. If, when it comes time to develop the Annual Budget, sufficient funds are not available to pay for CIP projects, the document provides sufficient flexibility for the governing body to re-prioritize expenditure and project scheduling. It is imperative that the governing board adopting a CIP understand that it is simply a flexible planning tool and that in adopting a particular CIP they are not committing to fund a particular project. The CIP serves only to recognize the importance of a project to the community and projects a timeframe in which it should be undertaken.

What Items Are Included in a CIP?

Different local governments have differing thresholds for inclusion of items and projects in a CIP. Generally speaking, the larger the governmental unit, the greater the dollar limit that is used as the minimum threshold above which items are to be included in the CIP. In Montreat, an item is included in our CIP if it has a life expectancy of greater than one year and a value of greater than \$5,000. In some cases, we may include an item in the proposed plan that is not tangible. Those items, while not generally considered to be traditional capital items, are sometimes included because they represent a significant, inordinate expenditure on the part of the local government.

The limitations that we place on items for inclusion as a CIP request (one-year life expectancy and \$5,000 or more in value) should not be confused with our general accounting definition of a capital item. For budgetary and accounting purposes, our definition of a capital item is greater than \$500 with a life expectancy of greater than one year. That means that although we call this document our Capital Improvement Program, it is not an all-inclusive list of anticipated capital expenditures within the CIP planning period. We do not include items under \$5,000 in value in the CIP because the acquisition of items of lesser value is considered relatively routine. The development of a CIP showing each anticipated capital acquisition in excess of \$500 within the coming five years would be far too cumbersome to develop, review and maintain.

Why Have a CIP?

As referenced above, a CIP is a planning and growth management tool. The Plan allows a community to provide for the orderly

replacement of capital facilities and equipment. It also allows the community to plan for future development through the identification of equipment, buildings and infrastructure that will be needed in order to accomplish particular objectives.

The CIP emphasizes sound financial planning. One of the key components of any CIP is the projection of revenue sources. Not only can these projects be used in developing the CIP, they can also be used in a multitude of other local government matters that require a determination of the availability of future resources. Another aspect of financial planning that is emphasized through the CIP development process is the identification of alternative funding sources for a project before that project is a necessity.

Alternative funding sources generally are interpreted to be either State or Federal grants, but alternative funding can go far beyond those areas. In today's local government environment, we increasingly look to outside funding sources that include non-profit or not-for-profit organizations. We also find ourselves looking to donations and the voluntary service sector for assistance in the development of not only capital projects but the maintenance of on-going operations as well. Finally, the CIP contributes to good financial planning by identifying for us, in sufficient time, large projects that will need funding from somewhere other than current revenue sources. That leads us to review debt financing sources or, better yet, allows us to follow an old practice that is still one of the most sound financial tools around – save for the project in anticipation of its need.

A side benefit to the development of the CIP is that local government observers and regulators, including lending agents, see the development and maintenance of a sound CIP as key to the financial success of any governmental unit. That results in more confidence in the financial operations of the local government, which then translates into lower bond ratings and lower interest rates. Montreal, like all local governments, typically finds itself in the position of needing to borrow money in the normal course of business, and when it does, lower interest rates means less tax dollars that must be paid for the use of that money.

As sound a financial planning tool as the CIP may be, it is equally as useful as a physical planning tool. The CIP encourages local officials to look carefully at the timing of projects in order to determine if there is coordination that can/should occur before a project can take place. This planning may help to reduce duplication of effort and promote scheduling that will allow for the acquisition of assets at the optimal time. Optimal replacement of equipment, for example, allows the local governmental unit to replace that equipment before it reaches the end of its useful life expectancy thereby avoiding additional unnecessary operational costs.

The bottom line is that the CIP is primarily a financial planning tool. While it does allow for coordination and replacement of assets, the end result of the development and implementation of a CIP is that the local government will realize financial benefits from properly planning for the acquisition and development of those assets.

How Are Projects Developed for Inclusion in the CIP?

In developing a CIP, we first consider projects, items, or initiatives discussed or directed by the Commission during the regular course of the year. We then ask department heads to identify their departmental capital needs over the five-year forecast period. Requests are returned at which time further clarification is sought. Requests are then ranked against the relative needs of the organization. Once the initial discussions are concluded, projects are coordinated in an effort to eliminate duplication/overlap and to take advantage of any available funding opportunities. The results of the draft CIP are then shared with the Board of Commissioners and the public in a meeting designed to solicit input on the proposed document.

How are Project Costs Determined and How Are Projects Scheduled?

The year in which a project is scheduled to be undertaken is not necessarily indicative of its relative importance to the community. Scheduling of projects is done in accordance with relative need, coordination with other projects and the availability of appropriate funding.

Project justifications and cost estimates are far more detailed and accurate for those items that are scheduled for funding in an earlier fiscal year. The closer we get to the time at which we will undertake a project the more important it becomes for us to have a more accurate picture of the total project costs. Conversely, projects scheduled for later years are likely to change in scope and/or the acquisition costs are likely to change due simply to inflation, therefore less emphasis is placed on the accuracy of the cost figures associated with those projects.

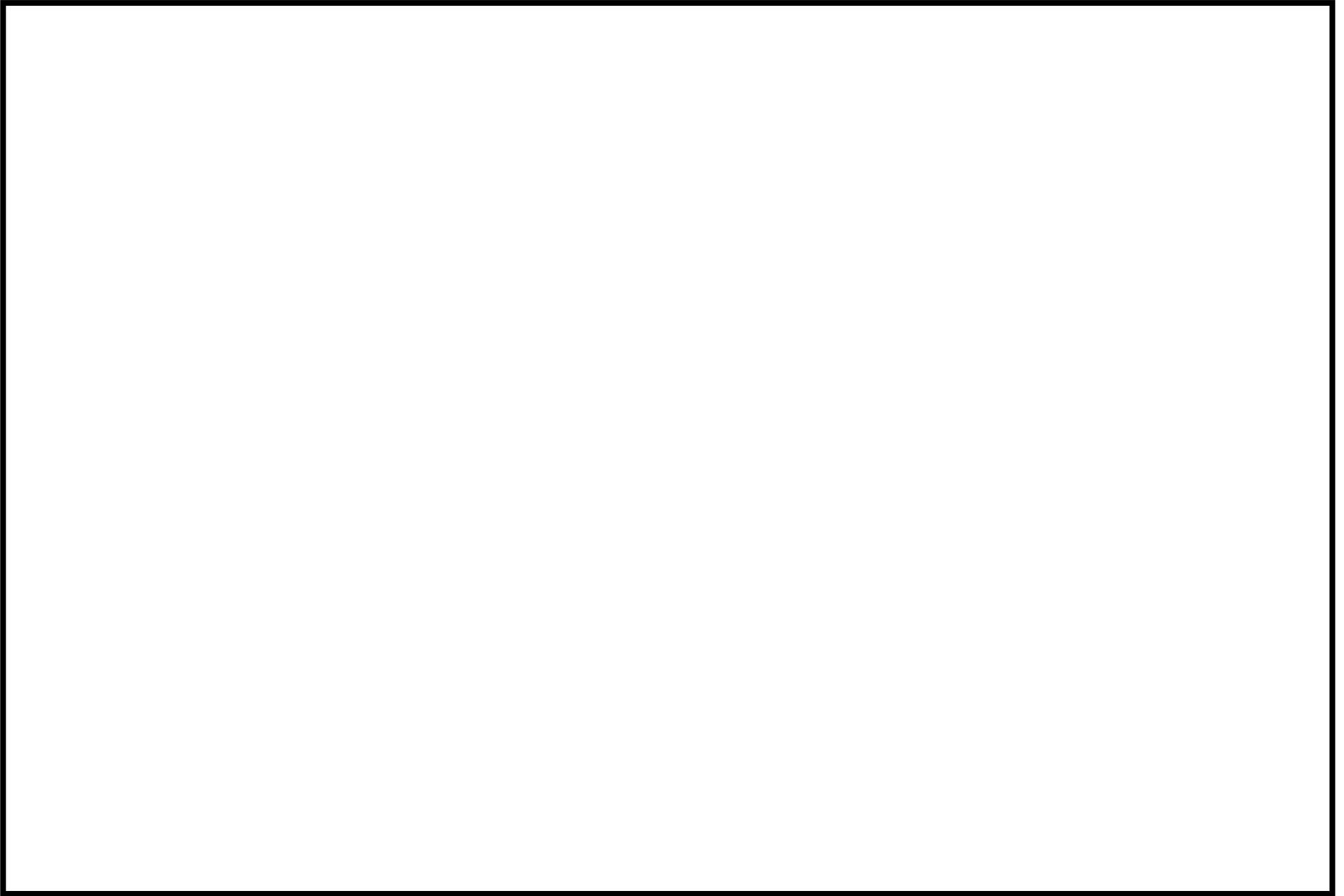
The anticipated cost of CIP projects is expressed in today's dollars without accounting for inflationary factors in future years. While this may seem foolhardy to some, accurate projections of future years' costs is virtually impossible. As we perform our annual updates of the CIP, projects in the forecast years will be re-evaluated and become better defined. This update process will also allow us the opportunity to revise projected costs to reflect accurately, then current year dollars. In some cases projects scheduled for the fourth, fifth or "Years Beyond" category are included in the CIP simply to determine if there is sufficient community support for such a project. It is not unusual for CIP projects to linger in the later years' columns through several updates while the community attempts to decide if a project is important. Similarly, projects may be pushed back from year to year as priorities shift and the community waits for the appropriate time to undertake a project that is seen as less important. Finally, we sometimes find that project support may exist early on in the CIP development process, but that support may wane the closer we get to the time at which the project is scheduled to be undertaken. Once again, the CIP is a flexible tool designed to meet the ever-changing needs of the community.

Summary

With the plans, desires and dreams that we all have for our community, it is especially important to prioritize our capital projects as we are going to have stiff competition for the future allocation of limited public resources. Without this critical financial planning document, attempting to satisfy needs identified through the development of various Town plans and programs is likely to overwhelm the Town and its capabilities. In addition, without the development of proper planning tools that recognize and prioritize public needs/desires, the Town stands to thwart the energy and enthusiasm of a public that currently participates at high levels. If that enthusiasm is thwarted, we shall lose our most valuable asset in the accomplishment of our goals – public support and involvement. This proposed CIP is a tool that allows us to assess needs, together with resources, and to make more systematic decisions regarding the emphasis that the community will place on particular goals and objectives. The CIP is not a begin all and end all of community planning, but it certainly is a key element in providing community direction.

We present to you, for your consideration, the FY 2019-2024 Capital Improvement Program for the Town of Montreat. The CIP is an excellent and necessary planning tool in today's local government environment and we encourage your input and value your opinions.

Respectfully Submitted
Alex Carmichael
Town Administrator



GENERAL FUND
EXPENDITURES

4100 - GOVERNING BOARD

4100 - GOVERNING BOARD SUMMARY

The Town of Montreat Board of Commissioners will seek ways to maintain and improve the quality of life, preserve the natural beauty and promote responsible growth while maintaining our community image, heritage and traditions.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ -						
Expenditure Classifications							
Planning/Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ -						
Revenue Classifications							
Operating Revenues - General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Funds - Powell Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ -						

GENERAL FUND
EXPENDITURES

4200 - ADMINISTRATION

4200 - ADMINISTRATION SUMMARY

The Administration Department of the Town of Montreat provides a support role to the Board of Commissioners as well as managing the day-to-day activities of the town government by providing citizens quality customer service and cost effective, innovative problem solving in accordance with all federal, state and local regulations and policies.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Computer Sys. Software Update	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
TOTALS	\$ 25,000	\$ -	\$ 25,000				
Expenditure Classifications							
Planning/Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Hardware/Software	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	25,000
TOTALS	\$ 25,000	\$ -	\$ 25,000				
Revenue Classifications							
Operating Revenues - General	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	25,000
Operating Funds - Powell Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Debt/Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTALS	\$ 25,000	\$ -	\$ 25,000				

GENERAL FUND
EXPENDITURES

5000 - PUBLIC BUILDINGS

5000 - PUBLIC BUILDINGS SUMMARY

The Public Buildings Department of the Town of Montreat provides and maintains public use facilities at the Town Services Building and provides adequate insurance protection for the Town.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Town Hall Replacement	\$1,698,973						\$1,698,973
Public Works Facility	\$ 270,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,196
TOTALS	\$ 1,969,169	\$ -	\$ 1,969,169				
Expenditure Classifications							
Planning/Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ 1,969,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,969,169
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 1,969,169	\$ -	\$ 1,969,169				
Revenue Classifications							
Operating Revenues - General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Funds - Powell Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project - Town Hall	\$ 698,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 698,973
Capital Project - PW Building	\$ 270,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,196
Capital Project - Greybeard	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project - Texas Road Pavir	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Rev - Culverts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Rev -Misc Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 1,969,169	\$ -	\$ 969,169				

GENERAL FUND
EXPENDITURES

5100 - POLICE

5100 - POLICE SUMMARY

The Police Department of the Town of Montreat is committed to providing competent, efficient, diligent, personalized and accountable law enforcement services to residents and visitors of Montreat.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Police Vehicle Replacement	\$ 37,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 145,000
Radio Replacement	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
TOTALS	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 154,000
Expenditure Classifications							
Planning/Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 154,000
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 154,000
Revenue Classifications							
Operating Revenues - General	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 154,000
Operating Funds - Powell Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 154,000

GENERAL FUND
EXPENDITURES

5400 - PLANNING AND ZONING

5400 - PLANNING AND ZONING SUMMARY

The Planning and Zoning Department of the Town of Montreat provides for the health, safety and welfare of Montreat by assuring fair application of all applicable federal, state and local laws regulating land uses, building construction and code compliance.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Comprehensive Plan Update	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Vehicle Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure Classifications							
Planning/Design/Engineering	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction						\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Revenue Classifications							
Operating Revenues - General	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Operating Funds - Powell Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000

GENERAL FUND
EXPENDITURES

5550 - PUBLIC WORKS

5500 - PUBLIC WORKS SUMMARY

The Public Works Department of the Town of Montreat provides a support role to the street department, sanitation department and water department.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Truck Replacement (08)	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000
Bucket Truck Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000
TOTALS	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000
Expenditure Classifications							
Planning/Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000
Revenue Classifications							
Operating Revenues - General	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000
Operating Funds - Powell Bill	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000

GENERAL FUND
EXPENDITURES

5600/5700 - STREET/POWELL BILL

5600/5700 - STREET/POWELL BILL SUMMARY

The Street Department of the Town of Montreat provides street services and upgrades to the residents of Montreat. The Street Department is responsible for storm water management, road repair and resurfacing, mowing and right-of-way maintenance.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Local Street Paving	\$ 269,313	\$ 300,000	\$ 235,000	\$ 300,000	\$ 380,000	\$ 200,000	\$ 1,684,313
Stormwater/Hydrology Study	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Bridge Conversion	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
New Road Paving	\$ 55,685	\$ 35,347	\$ 13,936	\$ -	\$ -	\$ -	\$ 104,968
Greybeard Retaining Wall	\$ 258,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,320
Texas Ex. Culvert Barrel 1	\$ 202,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,400
Texas Rd. Wall	\$ 165,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,320
Misc Repairs	\$ 127,988	\$ 1,880	\$ -	\$ -	\$ -	\$ -	\$ 129,868
Chipper Replacement	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Truck Replacement (04)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tractor Replacement (72)	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
Dump Truck Replacement (95)	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
TOTALS	\$ 1,124,026	\$ 407,227	\$ 293,936	\$ 350,000	\$ 380,000	\$ 200,000	\$ 2,755,189
Expenditure Classifications							
Planning/Design/Engineering	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ 1,089,026	\$ 337,227	\$ 248,936	\$ 300,000	\$ 380,000	\$ 200,000	\$ 2,555,189
Equipment	\$ -	\$ 70,000	\$ 45,000	\$ 50,000	\$ -	\$ -	\$ 165,000
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 1,124,026	\$ 407,227	\$ 293,936	\$ 350,000	\$ 380,000	\$ 200,000	\$ 2,755,189

Revenue Classifications

Operating Revenues - General	\$ 17,000	\$ 70,000	\$ 45,000	\$ 50,000	\$ -	\$ -	\$ 182,000
Operating Funds - Powell Bill	\$ 324,998	\$ 335,347	\$ 248,936	\$ 300,000	\$ 380,000	\$ 200,000	\$ 1,789,281
Capital Project - Town Hall		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project - PW Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Project - Greybeard	\$ 64,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,580
Capital Project - Texas Road Paving	\$ 41,330	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,330
Special Rev - Culverts	\$ 50,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,600
Special Rev -Misc Projects	\$ 31,997	\$ 470	\$ -	\$ -	\$ -	\$ -	\$ 32,468
Debt/Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant	\$ 593,521	\$ 1,410	\$ -	\$ -	\$ -	\$ -	\$ 594,931
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS	\$ 1,124,026	\$ 407,227	\$ 293,936	\$ 350,000	\$ 380,000	\$ 200,000	\$ 2,755,189

GENERAL FUND
EXPENDITURES

5800 - SANITATION

5800 - SANITATION SUMMARY

The Sanitation Department is responsible for the collection and disposal of solid waste, recyclables, yard waste and white goods within the Town of Montreat.

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Sanitation Pick-Up Truck Repl.	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000
TOTALS	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000
Expenditure Classifications							
Planning/Design/Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Land	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Construction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Equipment	\$ -	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ 48,000
Hardware/Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTALS	\$ -	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ 48,000

Revenue Classifications

Operating Revenues - General	\$	-	\$	-	\$	48,000	\$	-	\$	-	\$	-	\$	48,000
Capital Project - Town Hall	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Project - PW Building	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Project - Greybeard	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Project - Texas Road Paving	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Rev - Culverts	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Rev -Misc Projects	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Debt/Financing	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	-	\$	48,000	\$	-	\$	-	\$	-	\$	48,000

GENERAL FUND
EXPENDITURES

6190 - ENVIRONMENT, CONSERVATION AND RECREATION

6190 - ENVIRONMENT, CONSERVATION AND RECREATION SUMMARY

The Landcare Committee of the Town of Montreat is a community-based group of volunteers working on conservation projects that contribute to positive environmental, social and economic outcomes. The committee recommends plans, policies and community actions that meet the desires, needs and opinions of the citizens of Montreat for the protection of greenspace and the safety of walkers, joggers, hikers, bicyclists, bird-watchers and nature lovers.

PROJECT DESCRIPTION		FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Sidewalks/Greenways Devp.	\$	-	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ -	\$ 127,460
Gateway Plan	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ 110,000
TOTALS	\$	-	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ 110,000	\$ 237,460
Expenditure Classifications								
Planning/Design/Engineering	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Land	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Construction	\$	-	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ 110,000	\$ 237,460
Equipment	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
Hardware/Software	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	-
TOTALS	\$	-	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ 110,000	\$ 237,460

Revenue Classifications

Operating Revenues - General	\$	-	\$	-	\$	-	\$	-	\$	110,000	\$	110,000
Operating Funds - Powell Bill	\$	-	\$	-	\$	75,000	\$	-	\$	-	\$	75,000
Capital Project - Town Hall	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Project - PW Building	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Project - Greybeard	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Capital Project - Texas Road Paving	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Rev - Culverts	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Special Rev -Misc Projects	\$	-	\$	13,115	\$	-	\$	-	\$	-	\$	13,115
Debt/Financing	\$	-	\$	39,345	\$	-	\$	-	\$	-	\$	39,345
Grant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTALS	\$	-	\$	52,460	\$	75,000	\$	-	\$	-	\$	237,460

GENERAL FUND AND CAPITAL PROJECT FUNDS
EXPENDITURES

**GENERAL AND CAPITAL PROJECT FUNDS EXPENDITURES
SUMMARY ALL DEPARTMENTS**

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Computer Software Update	\$ 25,000		\$ -	\$ -	\$ -	\$ -	\$ 25,000
Sub-Total: Administration	\$ 25,000	\$ -	\$ 25,000				
Town Hall Replacement	\$ 1,698,973	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,698,973
Public Works Facility	\$ 270,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,196
Sub-Total: Public Buildings	\$ 1,969,169	\$ -	\$ 1,969,169				
Police Vehicle Replacement	\$ 37,000	\$ -	\$ 36,000	\$ -	\$ 36,000	\$ 36,000	\$ 145,000
Radio Replacement	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
Sub-Total: Police	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ -	\$ 36,000	\$ 154,000
Comprehensive Plan Update	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Sub-Total: Planning & Zoning	\$ 8,000	\$ -	\$ 8,000				
Truck Replacement	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000
Bucket Truck Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000
Sub-Total: Public Works	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000
Local Street Paving	\$ 269,313	\$ 300,000	\$ 235,000	\$ 300,000	\$ 380,000	\$ 200,000	\$ 1,684,313
Stormwater/Hydrology Study	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Bridge Conversion	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
New Road Paving	\$ 55,685	\$ 35,347	\$ 13,936	\$ -	\$ -	\$ -	\$ 104,968
Greybeard Retaining Wall	\$ 258,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 258,320
Texas Ex. Culvert Barrel 1	\$ 202,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 202,400
Texas Rd. Wall	\$ 165,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165,320
Misc Repairs	\$ 127,988	\$ 1,880	\$ -	\$ -	\$ -	\$ -	\$ 129,868
Chipper Replacement	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Truck Replacement (04)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tractor Replacement (85)	\$ -	\$ -	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
Dump Truck Replacement (95)	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Sub-Total: Streets	\$ 1,124,026	\$ 407,227	\$ 293,936	\$ 350,000	\$ 380,000	\$ 200,000	\$ 2,755,189

Sanitation Pick-Up Truck	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000
Sub-Total: Sanitation	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000
Sidewalks/Greenways Devp.	\$ -	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ -	\$ 127,460
Gateway Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ 110,000
Sub-Total: Recreation	\$ -	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ 110,000	\$ 237,460

Departmental Totals	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FUTURE	TOTAL
Administration	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
Public Buildings	\$ 1,969,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,969,169
Police	\$ 46,000	\$ -	\$ 36,000	\$ -	\$ -	\$ 36,000	\$ 154,000
Planning and Zoning	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
Public Works	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 108,000
Streets	\$ 1,124,026	\$ 407,227	\$ 293,936	\$ 350,000	\$ 380,000	\$ 200,000	\$ 2,755,189
Sanitation	\$ -	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 48,000
Recreation	\$ -	\$ 52,460	\$ 75,000	\$ -	\$ -	\$ 110,000	\$ 237,460
Total: General Fund	\$ 3,220,195	\$ 507,687	\$ 404,936	\$ 350,000	\$ 380,000	\$ 406,000	\$ 5,304,818

SUMMARY OF
WATER FUND

WATER FUND SUMMARY ALL DEPARTMENTS

PROJECT DESCRIPTION	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FUTURE	TOTAL
Water Line Replacement	\$ 62,011	\$ 60,000	\$ 65,000	\$ 80,000	\$ 60,000	\$ 65,000	\$ 392,011
Water Storage Facility	\$ -	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 275,000	\$ 495,000
Portable Generators	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000
Water Tank Inspection/Maint.	\$ -	\$ -	\$ -	\$ 28,000	\$ -	\$ -	\$ 28,000
Well Exploration and Const.	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000
Water Truck Replacment	\$ -	\$ -	\$ 58,000	\$ -	\$ -	\$ 55,000	\$ 113,000
Trackhoe	\$ -	\$ -	\$ 72,000	\$ -	\$ -	\$ -	\$ 72,000
Water Meter Replacement	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Water Billing Software Modul	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
WATER FUND TOTALS	\$ 153,011	\$ 240,000	\$ 250,000	\$ 163,000	\$ 240,000	\$ 395,000	\$ 1,441,011

Revenue Classifications

Operating Revenues	\$ 153,011	\$ 185,000	\$ 195,000	\$ 108,000	\$ 185,000	\$ 120,000	\$ 946,011
Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt/Financing	\$ -	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 275,000	\$ 495,000
Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 153,011	\$ 240,000	\$ 250,000	\$ 163,000	\$ 240,000	\$ 395,000	\$ 1,441,011

**Town of Montreat
Board of Commissioners
Annual Board Retreat Minutes
April 11, 2019 – 12:00 p.m. – 5:00 p.m.
Way Out Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz
Commissioner Tom Widmer

Board members absent: None

Town staff present: Adrienne Isenhower, Zoning Administrator
Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Barry Creasman, Public Works Director
Darlene Carrasquillo, Finance Officer
David Arrant, Chief of Police

One member of the public was present. Mayor Helms called the meeting to order at 12:16 p.m., and led the group in an invocation.

Administrative Reports

Annual reports were provided to the Commission and Staff was on hand to answer any questions.

Mayor Helms asked Mr. Carmichael to bring the Commission up-to-date on the Local Government Commissions visit earlier this week. Mr. Carmichael advised that the purpose of their visit was to review the CAFR but also they knew we would soon be going out for a loan. Mr. Carmichael stated that they were very impressed with how Staff has addressed the findings pointed out in the CAFR. Mayor Helms thanked Ms. Carrasquillo for all her hard work providing the information that went into the CAFR.

Managing the Process

- A. Board of Commissioner’s areas of responsibility: Commission member assignments
- B. Community Group Liaisons: Commission member assignments

Environment	Alice Lentz
Sanitation/Public Works	Kent Otto
Finance	Kitty Fouche (will be on bank accounts)
Communications	Kitty Fouche

**Board of Commissioners
Annual Board Retreat Minutes
April 11, 2019**

Planning & Zoning/Public Safety	Bill Gilliland
MPO	Tom Widmer
FBR Transportation Coordinating Committee	Alex Carmichael
Land of Sky Regional Council	Tom Widmer
Land of Sky Regional Council Alternate	Bill Gilliland
Montreat Cottagers	Kent Otto
Montreat Cottagers Wilderness & Open Space	Kent Otto
Montreat Landcare Committee	Alice Lentz
Open Space Conservation Committee	Alice Lentz
Presbyterian Heritage Center	Kitty Fouche
Audit Committee	Bill Gilliland
Audit Committee	Alice Lentz
Audit Committee	Kitty Fouche
Tree Board	Alice Lentz

C. Town Clerk Angie Murphy reviewed the terms and vacancies of the Town Boards and Commissions. Two alternates are needed for Board of Adjustment.

Finance, Audit, and Procedures Discussion

The Commission viewed the film entitled “All the Queen’s Horses”. A synopsis of the movie is as follows: in 2012 Rita Crundwell was arrested as the largest municipal fraud perpetrator in the nation’s history, embezzling upwards of \$50 million as the comptroller and treasurer (functional town administrator) of Dixon, Illinois. Rita Crundwell became one of the nation’s leading quarter horse breeders, traveled the world, and threw lavish parties, all while forcing staff cuts, police budget slashing, and leaving public infrastructure in disrepair. All the Queen’s Horses aims to illuminate this landmark case and bring to light the blatant negligence of auditors and bankers the public relied on to keep their tax dollars safe.

After viewing the movie Mr. Carmichael reviewed the separation of duties currently in place between the Staff members in the office. It is difficult to fully separate the duties due to the small number of employees. Mr. Carmichael reviewed the purchase order process all the way through to the check printing process. Mr. Carmichael also mentioned that the Town currently has nine bank accounts and Staff will work on consolidating these accounts to minimize risk and fraud. The LGC recommended appointing an employee as Deputy Finance Officer for signature purposes only in the event of an emergency. Mr. Carmichael stated that we still have some vulnerabilities in that the same auditing company audits and prepares our financial statements. Mr. Carmichael advised that Staff takes extreme precaution in the division of duties. The LGC said we were ahead of other cities our size with dual signatures needed for check writing and journal entries. Commissioner Widmer made the suggestion to have the Audit Committee research steps to minimize risk and fraud; such as separating the audit versus preparing the financial statements.

Capital Projects

A. Mr. Carmichael reviewed the current working list of Capital Projects which can be found below.

Town Hall	Under contract. Phase I preliminary designs, complete. Phase II, construction drawings and final budget, winding down. Phase III, construction expected to begin this summer.
Public Works Building	Site prepared. RFQ published on 3/4, closes on 3/29, informational meeting on 3/18
Texas Pedestrian Bridge	RFQ for design services closed on 2/11. Contract negotiations underway with Vaughn & Melton.
Texas Road Waterline Completed	Expected completion day 3/21
Texas Rd and Calvin Trail Paving In progress	Project awarded in the fall '18-expected completion in early spring
Frist Rd Paving In progress	Project awarded in the fall '18-expected completion in early spring
Wells A & B Chlorine Retrofit Completed	In process. Expected completion date 4/4
Well 6 Pump Conversion Completed	In process. Expected completion date 3/21
Assembly Drive Culvert and Crosswalk Completed	In process. Expected completion date 3/18
Tennessee Road Culvert and Catch Basin Completed	In process. Expected completion date 3/21
South Carolina Terrace Parking Area Completed	Engineer assessed – Expected completion date 4/4
Kentucky Road Culvert Scheduled end of May	Engineer assessed – Expected completion date 4/25
South Carolina Terrace Culvert Completed	Engineer assessed – Expected completion date 4/11
Wyck Road Culvert Scheduled first of May	Engineer assessed – Expected completion date 4/18
Lower Greybeard Wall and Creek Stabilization	RFQ re-published on 2/28, closes on 3/20
Suwannee Mudslide	Engineer assessed – RFQ pending
Texas Road Extension Culvert and Barrel – 1	Engineer assessed – RFQ pending
Texas Road Wall and Bank Stabilization (Below Pool)	Engineer assessed – RFQ pending

There was a brief discussion of the progress of the Public Works Building. Mr. Carmichael put out a Design-Build RFQ which did not get favorable responses. The next step will be to re-publish the RFQ without the Design-Build qualification.

B. Presentation of Capital Improvement Plan updates

Mr. Carmichael reviewed the draft Capital Improvement Plan by department. The number one priority this year for the Administration Department is to find a financial package program that is fully integrated within itself for water billing, payroll, accounts payable and accounts receivable. This \$25,000 was on the CIP last year and Staff is asking for it to be re-approved for this fiscal year.

The request for Public Buildings includes the Town Hall which will be funded by installment financing, the Capital Projects Fund and private donations. The Public Works Building project remains in process. Phases one and two are complete for land and site preparation. \$270,196 remains in the Capital Project Fund for design and construction.

The request for the Police Department/Public Safety is for police vehicle replacement in the amount of \$37,000 for a 4-wheel drive truck. It is the policy of the Town to replace fleet vehicles every ten years or 100,000 miles. This is approximately double the standard for other police agencies. Deferred fleet maintenance lead to higher maintenance costs and vehicle availability issues during periods of repair. Staff will be removing two vehicles out of service at the approval of the Commission at the April Board Meeting later this evening. The second request for the Police Department is the radio replacement project which will cover two vehicle radios for a cost of \$9,000. The price has been reduced by utilizing a single band, "digital only", configuration. This is a cost savings of \$2,000 per radio and should complete the replacement program.

The Planning and Zoning Department is asking for \$36,000 for a Comprehensive Plan Update. The Comprehensive Plan Update would fund a hybrid internal-external process to renew the 2008 Town of Montreat Comprehensive Plan. The envisioned plan would utilize an outside consultant, the Planning and Zoning Commission and Town Staff. Staff also recommends permanently removing the Planning and Zoning vehicle replacement from the Capital Improvement Plan. This is a potential savings of \$25,000.

The Public Works Department is asking for a 2008 Truck Replacement in the amount of \$48,000. It is the policy of the Town to replace fleet vehicles every ten years or 100,000 miles. The Public Works F-250 pickup is 11 years old, has 74,000 miles on it, and needs a new motor.

Local streets scheduled to be paved in the 2019-2020 fiscal year include Kentucky, Wyck, and South Carolina Terrace. A stormwater/hydrology study is needed to identify where Town infrastructure is needed and where investments of stormwater projects can be most efficiently made to shore up vulnerabilities and risk. New road paving scheduled to be paved in the 2019-2020 fiscal year include Texas Road Spur and Lookout, from the trailhead to Whitewater Way. Along the lower section of Greybeard Trail just north of the intersection between Greybeard Trail and Assembly Circle, there is a section of destabilized streambank. Historically this section of bank along Flat Creek was stabilized using boulders stacked vertically along the bank by the Metropolitan Sewer District. However, recent flooding conditions have caused a failure of this existing boulder wall, causing severe bank

destabilization on the right side of the bank when facing downstream. To ensure continued safe usage of Greybeard Trail, McGill Associates proposes this bank be fixed by installing a retaining wall to armor the bank against further flooding damage. This will be funded by reimbursement from the Office of Emergency Management in the amount of \$193,740 and \$64,580 from the Special Projects Fund. In the middle of Texas Ext. Rd, there is a dual 96" culvert system that conveys the flow of Flat Creek under Texas Ext. Rd. The dual culvert system is experiencing some issues with scour within the pipes and undermining at the ends of the pipes. However, the culvert on the right when facing downstream is more damaged than the left culvert and has several holes in the bottom throughout its length and scattered areas of surface corrosion on fasteners and the exterior of the pipe exposed to flow. Additionally, the protective tar lining has scattered areas of layer cracking. McGill Associates proposes to fix these culverts by spin-casting a new structural coating to restore the structural integrity and protect the remaining pipe from further degradation. The upstream end will require grading and grouting to restore undermined areas. This option will most likely require a Conditional Letter of Map Revision (CLOMR) and a subsequent Letter of Map Revision (LOMR) in order to meet the State Floodplain requirements. This project will be funded by reimbursement from the Office of Emergency Management in the amount of \$151,800 and \$50,600 from the Special Projects Fund. There is an approximately 115 linear foot section of destabilized streambank along Punccheon Branch that is causing structural damage to Texas Rd. Historically this section of stream was stabilized by a rock wall. Flooding conditions have created failures in the wall and substantial undermining at the base of the wall. McGill Associates proposes to fix this section of destabilized bank by repairing/replacing the existing retaining wall. Because this project site is located in FEMA zone AE, a flood study and no-rise certification must be obtained. This project will be funded by reimbursement from the Office of Emergency Management in the amount of \$123,990 and \$41,330 from the Special Projects Fund. There will also be continued cleanup of various flood damaged sites around Town including culvert repairs, curb and gutter replacements, and asphalt erosion. This project will be funded by reimbursement from the Office of Emergency Management in the amount of \$95,991 and \$31,997 coming from the Special Projects Fund.

The Water Department is requesting \$62,011 for a waterline replacement project for the 2019-2020 fiscal year that will replace the existing creek crossing that serves the MRA maintenance shop and the current Town Services Department, but will also serve the future Public Works Building. An additional purchase will cost \$85,000. \$70,000 will purchase one emergency generator. \$15,000 will purchase the necessary hook-ups between the generator and well equipment. These will serve Well B.

**Board of Commissioners
Annual Board Retreat Minutes
April 11, 2019**

Departmental Totals (General, Capital Projects, and Special Projects Funds)	FY 19-20
Administration	\$ 25,000
Public Buildings	\$ 1,749,421
Police	\$ 46,000
Planning and Zoning	\$ 36,000
Public Works	\$ 48,000
Streets	\$ 1,114,026
Sanitation	\$ -
Recreation	\$ -
Total: General Fund	\$ 3,018,447

Departmental Total (Water Fund)	FY 19-20
Water Department	\$ 153,011
TOTAL: WATER FUND	\$ 153,011

Totals By Revenue Source	FY 19-20
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**Board of Commissioners
Annual Board Retreat Minutes
April 11, 2019**

General Fund	\$162,000
Capital Project Fund	\$670,196
Installment Financing	\$1,000,000
Private Donations	\$79,225
Powell Bill Restricted Fund Balance	\$324,998
Special Project Fund	\$188,507
OEM Grant	\$565,521
Other Grant	\$28,000
Water Department	\$153,011
TOTAL	\$3,171,458

Mr. Carmichael stated that this year the CIP items would not be ranked in order of priority until the Public Hearing/May Board of Commissioner’s Meeting when it will be presented to the public.

Vision and Goals

Mayor Helms mentioned the projects that are underway such as the Town Hall, the Public Works Building and the Ordinance Review. Commissioner Fouche stated that the Commission needed to look at stormwater issues and future development. Commissioner Gilliland stated that in this fiscal year the Board needs to finish what they have started and move forward with other items in the next fiscal year. Commissioner Lentz also agreed with finishing what has already been started. She does feel the Montreat address issue should be solved. Commissioner Fouche mentioned putting plans into place in the event of an emergency. Mayor Helms would like to see Staff continue to grow with their development, cross-training and education. Mayor Helms stated that he would like

to see what it is exactly that the community wants. He does not want to embark on something that the community is against. Commissioner Widmer mentioned that last fall the Communications Advisory Committee was working on a survey that was looking at the wants/needs of the Community but that has fallen to the wayside. Mayor Helms asked Commissioner Widmer to continue in his role of handling the communications from the Mayor after the monthly meetings. Mayor Pro Tem Otto felt that communication has definitely improved with the community. Mayor Pro Tem Otto also shared his appreciation with the Staff for all of their hard work during the past year.

Adjournment

Mayor Pro Tem Otto moved to adjourn the meeting. Commissioner Lentz seconded and the motion carried 5/0. The meeting was adjourned at 4:43p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Public Forum Meeting Minutes
April 11, 2019 – 7:00 p.m.
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz
Commissioner Tom Widmer

Board members absent: None

Town staff present: Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk

Fifteen members of the public were present. Mayor Helms called the meeting to order at 6:30 p.m., and led the group in the pledge of allegiance and a moment of silence.

Agenda Approval

Commissioner Lentz moved to adopt the agenda as presented. Commissioner Fouche seconded and the motion carried 5/0.

Public Forum

Jean Norris of 192 Mississippi Road, co-chair of the Montreat Landcare Native Plant Sale and Arbor Day Celebration, invited everyone to attend this year's sale which will be held on Saturday, April 27th at Moore Field. She outlined a few of the events and activities that would be available to the public.

Tom Frist of 98 Frist Road thanked the Commission and Town Staff for the new microphones.

Debbie Ferguson of Montreat College announced that 88 students will be graduating from the College on Saturday, May 11th. This evening the College was hosting an athletic banquet, called the Cavalier Court of Excellence, with the top academic and performing athletes being honored.

Mike Sonnenberg of 125 Virginia Road stated his appreciation in being able to attend the Annual Board Retreat earlier in the day and thanked the Commission for all their hard work.

Mr. Carmichael wanted to do a quick Capital Projects Update. The table below recaps his report.

**Board of Commissioners
Public Forum Meeting Minutes
April 11, 2019**

Town Hall	Under contract. Phase I preliminary designs, complete. Phase II, construction drawings and final budget, winding down. Phase III, construction expected to begin this summer.
Public Works Building	Site prepared. RFQ published on 3/4, closes on 3/29, informational meeting on 3/18
Texas Pedestrian Bridge	RFQ for design services closed on 2/11. Contract negotiations underway with Vaughn & Melton.
Texas Road Waterline Completed	Expected completion day 3/21
Texas Rd and Calvin Trail Paving In progress	Project awarded in the fall '18-expected completion in early spring
Frist Rd Paving In progress	Project awarded in the fall '18-expected completion in early spring
Wells A & B Chlorine Retrofit Completed	In process. Expected completion date 4/4
Well 6 Pump Conversion Completed	In process. Expected completion date 3/21
Assembly Drive Culvert and Crosswalk Completed	In process. Expected completion date 3/18
Tennessee Road Culvert and Catch Basin Completed	In process. Expected completion date 3/21
South Carolina Terrace Parking Area Completed	Engineer assessed – Expected completion date 4/4
Kentucky Road Culvert Scheduled end of May	Engineer assessed – Expected completion date 4/25
South Carolina Terrace Culvert Completed	Engineer assessed – Expected completion date 4/11
Wyck Road Culvert Scheduled first of May	Engineer assessed – Expected completion date 4/18
Lower Greybeard Wall and Creek Stabilization	RFQ re-published on 2/28, closes on 3/20
Suwannee Mudslide	Engineer assessed – RFQ pending
Texas Road Extension Culvert and Barrel – 1	Engineer assessed – RFQ pending
Texas Road Wall and Bank Stabilization (Below Pool)	Engineer assessed – RFQ pending

Tom Frist of 98 Frist Road asked if there was any special advice to the inhabitants of the roads that are slated to be paved next. Mr. Carmichael stated that Staff would communicate road closures and re-routes, if necessary, through the Montreat Minute and the Website.

Commissioner Lentz asked for clarification on the \$5,000 closing charges for BB&T's attorney. Mr. Carmichael advised that this was a standard flat closing cost for loan contracts.

Mary Standaert of 118 Shenandoah Terrace asked for further information about the proposed Town Hall loan contract. Mr. Carmichael advised that it will be a 15 year term at 3.16% which will equal roughly \$1.2 million once the loan is paid in full (principal payments plus interest).

Wade Burns of 232 North Carolina Terrace advised that he was doing some work for a homeowner on Calvin Trail and he removed some hemlocks in greenspace. The hemlocks were so old and large to the point of being dangerous.

Mike Sonnenberg of 125 Virginia Road asked if the loan could be paid off early without penalty. Mr. Carmichael stated that after seven years the loan could be paid off without penalty. Commissioner Gilliland expressed his opinions with regards to paying off the loan at any time without penalty.

Adjournment

Commissioner Gilliland moved to adjourn the meeting. Commissioner Widmer seconded and the motion carried 5/0. The meeting was adjourned at 6:46 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk

**Town of Montreat
Board of Commissioners
Meeting Minutes
April 11, 2019 – 7:00 p.m.
Walkup Building**

Board members present: Mayor Tim Helms
Mayor Pro Tem Otto
Commissioner Kitty Fouche
Commissioner Bill Gilliland
Commissioner Alice Lentz
Commissioner Tom Widmer

Board members absent: None

Town staff present: Adrienne Isenhower, Zoning Administrator
Alex Carmichael, Town Administrator
Angie Murphy, Town Clerk
Barry Creasman, Public Works Director
Darlene Carrasquillo, Finance Officer
David Arrant, Chief of Police

Twenty members of the public were present. Mayor Helms called the meeting to order at 7:00 p.m., and led the group in the pledge of allegiance and a moment of silence. Mayor Helms also reminded those in attendance to remember the Wilde family as Bill Wilde has been taken off life support.

Agenda Approval

Commissioner Gilliland moved to adopt the agenda as amended with changes to be discussed for Items C and E. Commissioner Fouche seconded and the motion carried 5/0.

Public Hearing on Installment Financing

Mr. Tom Frist of 98 Frist Road asked how much the Town had in hand from contributors to the Town Hall Montreatization Fundraising Project. Mr. Carmichael responded that as of last week there was just over \$79,000 which will pay for all the interior modifications and most of the exterior park updates.

Mayor's Communications

Mayor Helms stated that the Board of Commissioners and Staff had participated in a 5 hour Annual Board Retreat earlier that day. The meeting was quite productive and goals were set for Staff, the Board and the Community. Mayor Helms mentioned that next month the Capital Improvement Plan would be presented at the Town Council Meeting.

Meeting Minutes Adoption

- March 14, 2019, Joint Board of Commissioners/P&Z Meeting Minutes
- March 14, 2019 Public Forum Minutes
- March 14, 2019 Town Council Minutes
- Resolution 19-04-002 Designating April 27, 2019 as Arbor Day in Montreat

Town Administrator's Communications

Mr. Carmichael wanted to do a quick Capital Projects Update. The table below recaps his report.

Town Hall	Under contract. Phase I preliminary designs, complete. Phase II, construction drawings and final budget, winding down. Phase III, construction expected to begin this summer.
Public Works Building	Site prepared. RFQ published on 3/4, closes on 3/29, informational meeting on 3/18
Texas Pedestrian Bridge	RFQ for design services closed on 2/11. Contract negotiations underway with Vaughn & Melton.
Texas Road Waterline Completed	Expected completion day 3/21
Texas Rd and Calvin Trail Paving In progress	Project awarded in the fall '18-expected completion in early spring
Frist Rd Paving In progress	Project awarded in the fall '18-expected completion in early spring
Wells A & B Chlorine Retrofit Completed	In process. Expected completion date 4/4
Well 6 Pump Conversion Completed	In process. Expected completion date 3/21
Assembly Drive Culvert and Crosswalk Completed	In process. Expected completion date 3/18
Tennessee Road Culvert and Catch Basin Completed	In process. Expected completion date 3/21
South Carolina Terrace Parking Area Completed	Engineer assessed – Expected completion date 4/4
Kentucky Road Culvert Scheduled end of May	Engineer assessed – Expected completion date 4/25
South Carolina Terrace Culvert Completed	Engineer assessed – Expected completion date 4/11
Wyck Road Culvert Scheduled first of May	Engineer assessed – Expected completion date 4/18
Lower Greybeard Wall and Creek Stabilization	RFQ re-published on 2/28, closes on 3/20
Suwannee Mudslide	Engineer assessed – RFQ pending
Texas Road Extension Culvert and Barrel – 1	Engineer assessed – RFQ pending

Texas Road Wall and Bank Stabilization (Below Pool)	Engineer assessed – RFQ pending
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Administrative Reports

- Administration – This report was given in written format.
- Planning & Zoning – This report was given in written format.
- Police – This report was given in written format.
- Public Works and Water – This report was given in written format.
- Sanitation – This report was given in written format.
- Streets – This report was given in written format.

Public Comment

There was no public comment at this time.

Old Business

There was no old business to discuss.

New Business

- A. Budget Amendment #8: Mr. Carmichael stated that Budget Amendment #8 must be set in place before we can borrow money for the new Town Hall. Staff is asking for \$450,000 to move from General Fund Reserve into Capital Projects Fund. That will go with the \$180,000 that is already in the Capital Fund and the \$1,000,000 we plan to borrow. Commissioner Widmer moved to approve Budget Amendment #8 to appropriate new spending from General Fund reserves and transfer appropriations to the Capital Projects Fund for the construction of a town hall. Commissioner Lentz seconded the motion. After a brief discussion the motion carried 5/0.
- B. Resolution 19-04-001 Debt Resolution: Mr. Carmichael stated this document was also required by the State to express the findings of the Town. It states that this is a legal project and we have the financial capacity to carry it forward. It is also required by the Local Government Commission. Commissioner Fouche moved to approve Resolution 19-04-001 Authorizing the filing of an application for approval of a financing agreement authorized by North Carolina General Statute 160A-20. Mayor Pro Tem Otto seconded and the motion carried 5/0.
- C. Finance Services Contract for Installment Financing: Mr. Carmichael advised that the contract in the packet was the original contract sent over by the bank. The contract in front of the Commission was after some changes were submitted by Attorney Susan Taylor Rash and Owners Representative Rick Giles. Mr. Carmichael stated there were no material changes that there were just language changes. Mr. Carmichael reviewed these changes for the

Commission. Commissioner Lentz moved to approve installment financing with BB&T in the amount of \$1,000,000 for a term of 15 years for the construction of a Town Hall to be executed by the Town Administrator and Finance Officer contingent upon approval by the NC Local Government Commission. Commissioner Gilliland seconded the motion. Commissioner Fouche expressed her concerns about the verbiage limiting the rental of meeting space to non-profits and individuals only. Mr. Carmichael stated that at the interest rate we are getting he does not feel that there is much leeway with this caveat in the contract. Commissioner Gilliland stated his concerns about not being able to pre-pay the loan without a penalty. Mr. Carmichael advised that in his original bid he had pre-payment without penalty as a requested option but the Local Government Commission advised him to remove the language. Mr. Carmichael mentioned that he would approach BB&T with this concern but he was not sure it could be accomplished with the same interest rate. Commissioner Gilliland said it was not a non-negotiable term for him but he would like to see some discussion with the bank. After some discussion it was decided that the Commission would like for Mr. Carmichael to approach the bank for some re-negotiation with regards to the pre-payment procedures. Commissioner Gilliland moved to amend the motion to add the caveat that Alex and the Mayor see what they can negotiate as far as reducing the language for prepayment but contract would not be contingent upon that. Mayor Pro Tem Otto seconded the amended motion. The amendment carried 5/0. Commissioner Gilliland moved to approve the installment financing as amended. Mayor Pro Tem Otto seconded and the motion carried 5/0.

- D. Resolution 19-04-003 Authorizing Property Disposal: Commissioner Gilliland moved to approve Resolution 19-04-003 Authorizing Property Disposal. Commissioner Fouche seconded the motion. Mr. Carmichael stated that the Montreat Police Department as a 2001 Jeep Cherokee with over 100,000 miles on it with a faulty electrical system and a 2009 Chevrolet Impala with 95,000 plus miles. Both vehicles need more repairs than what the vehicles are worth. The motion carried 5/0.
- E. Greybeard Wall Contract Approval: Mr. Carmichael stated that this contract is still in the negotiations process and was not available prior to this evening's meeting. Mr. Carmichael and Mr. Creasman met with Civil Design Concepts on Monday onsite. Commissioner Gilliland moved to rank the Statement of Qualifications from firms responding to RFQ 2019-003 in following order for purposes of Professional Services Bid evaluations: Rank 1, Civil Design Concepts, PA, score 95; Rank 2, McGill and Associates, score 93. Commissioner Tom Widmer seconded and the motion carried 5/0.

Public Comment

Mrs. Mary Standaert of 118 Shenandoah Terrace thanked the Commission for their service to Montreat and its citizens. In 2015 and 2017 council members were elected by the citizens of Montreat to serve four year terms. In December of 2018 sitting council members asked that the state legislature change the Montreat voting cycle from odd to even years. And in so doing so they

**Board of Commissioners
Meeting Minutes
April 11, 2019**

asked the state legislature to extend their terms by one year. This same change could be accomplished in other ways rather than extending the terms. Mrs. Standaert asked the Commission not to disenfranchise the citizens of Montreat by taking away their right to vote.

Mr. Mike Sonnenberg of 125 Virginia Road questioned why we were going out for a loan when we had money sitting in the bank not earning interest.

Mrs. Jean Norris of 192 Mississippi Road reiterated that the Native Plant Sale and Arbor Day Celebration is a Landcare Project. Landcare encompasses volunteers from Montreat College, Mountain Retreat Association and the Town of Montreat. She wanted to encourage everyone to attend.

Mrs. Ann Vinson of 136 Quillan Lane invited the Commission to attend the lectures provided by the Native Plant Sale.

Commissioner Communications

Commissioner Widmer mentioned the evening salamander/hellbender walk during the Native Plant Sale.

Meeting Dates

Good Friday	Friday, April 19, 2019 Town Offices Closed
Tree Board	Tuesday, April 23, 2019 Town Services Building 9:30 a.m.
Planning & Zoning Commission	Wednesday, April 24, 2019 Walkup Building 5:00 p.m.
Board of Adjustment	Thursday, April 25, 2019 Walkup Building 7:00 p.m.
Native Plant Sale	Saturday, April 27, 2019 Moore Center Field 9am – 2pm
Montreat Landcare	Wednesday, May 1, 2019 Allen Building

**Board of Commissioners
Meeting Minutes
April 11, 2019**

	Swannanoa Room 9:00 a.m.
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Adjournment

Commissioner Gilliland moved to adjourn the meeting. Mayor Pro Tem Otto seconded and the motion carried 5/0. The meeting was adjourned at 7:40 p.m.

Tim Helms, Mayor

Angie Murphy, Town Clerk



**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019**

SUBJECT: Records Retention Policy Update

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: C
Department: Administration
Contact: Angie Murphy, Town Clerk
Presenter: Angie Murphy, Town Clerk

BRIEF SUMMARY: According to G.S. § 121-5(b) and G.S. § 132-3, local governments may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). This schedule is the primary way the Department gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina Division’s permission to destroy any record, no matter how insignificant.

RECOMMENDED MOTION AND REQUESTED ACTIONS:
Move to adopt the 2019 Records Retention Policy as presented.

FUNDING SOURCE: N/A

ATTACHMENTS:
Attachment A: 2019 Records Retention Policy

STAFF COMMENTS AND RECOMMENDATIONS: Staff recommends the approval and adoption of the Records Retention Policy as presented.

RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

March 1, 2019

CONTENTS

Approval	i
Front Matter	
Executive Summary	ii
Managing Public Records in North Carolina	iii
Audits, Litigation, and Other Official Actions	vi
Transitory Records	vii
Legend for Records Schedule	ix
Records Retention and Disposition Schedule	
Standard 1: Administration and Management Records	1
Standard 2: Budget, Fiscal, and Payroll Records	18
Standard 3: Geographic Information Systems Records	30
Standard 4: Information Technology Records	37
Standard 5: Legal Records	43
Standard 6: Personnel Records	50
Standard 7: Public Relations Records	67
Standard 8: Risk Management Records	71
Standard 9: Workforce Development Records	75
Appendix	
Destruction of Public Records	76
Sample Destructions Log	77
Electronic Records: E-mail, Born Digital Records, and Digital Imaging	78
Geospatial Records	80
Microfilm	82
Disaster Assistance	84
Staff Training	85
Request Forms	
Request for Change in Records Schedule	86
Request for Disposal of Unscheduled Records	87
Request for Disposal of Original Records Duplicated by Electronic Means	88
File Plan	89
Index	90

2019 Local Government Agencies General Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. 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. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, 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. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

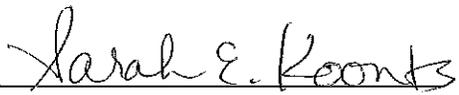
All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed 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."

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.

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 the general standards in all previous local government retention and disposition schedules and 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: _____


Susi H. Hamilton, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver halide negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:

“Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. Is any person allowed to see my records?

A. Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. What about my confidential records?

A. Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. Am I required to make available to the public copies of drafts that have not been approved?

A. Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. What do I do with permanent records?

A. Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C.G.S. §121-4 (2) and §132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
 - Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.
 - Adoptions, marriages, and divorces document changes in familial relationships and document citizenship. Though adoptions are confidential (not available for public inspection), they document citizenship and changes in inheritance and familial succession.
 - Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.
- See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/documents/human-readable-preservation-duplicates>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all our old records at the State Archives of North Carolina?

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See **AUDITS: PERFORMANCE**, page 2, item 8, and **AUDITS: FINANCIAL**, page 19, item 6.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time 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.”¹

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

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.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. 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 the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** 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) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, 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 which 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

¹ *A Glossary of Archival and Records Terminology*, Richard Pearce-Moses (2005)

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

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. 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 should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at:

<https://archives.ncdcr.gov/documents/digital-signature-policy-guidelines>

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE
Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

See also **AUDITS: FINANCIAL**, page 20, item 6.

Sample records series title and description with cross-reference included

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.



STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS
 Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of local agencies.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABSTRACTS OF MUNICIPAL ELECTIONS Copies of abstracts prepared by the County Board of Elections and forwarded to the municipal clerk.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____ <i>Retention Note: Official record maintained permanently by the County Board of Elections.</i>	Authority: G.S. § 163-300
2.	ACCREDITATION RECORDS Records documenting accreditations and certifications received by the agency. Includes applications, final reports, and other related records.	Destroy in office 5 years after superseded or obsolete.	Authority: 10A NCAC 48B
3.	ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES	a) Retain in office official copy permanently. b) Destroy in office remaining records after 3 years.	
4.	AGENDA AND MEETING PACKETS Includes agendas and copies of supporting documentation submitted and discussed during meetings of public bodies. Also includes documentation of outside meetings attended by agency personnel. See also MINUTES OF PUBLIC BODIES , page 11, item 42.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>APPLICATIONS FOR APPOINTMENT Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.</p>	<p>a) Destroy in office records concerning appointed individuals 1 year after expiration of term. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	
6.	<p>APPOINTMENT REPORTS Includes annual appointment reports filed with the NC Department of the Secretary of State.</p>	Destroy in office after 2 years.	Authority: G.S. § 143-157.1
7.	<p>AUDIO AND VIDEO RECORDINGS OF MEETINGS See also MINUTES OF PUBLIC BODIES, page 11, item 42.</p>	<p>Destroy in office after approval of official written minutes. <i>NOTE: If these serve as the official minutes, as allowed by G.S. § 143-318.10(e), their retention should be permanent. These disposition instructions apply to recordings produced solely for the purpose of generating official written minutes.</i></p>	
8.	<p>AUDITS: PERFORMANCE Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records. See also AUDITS: FINANCIAL, page 19, item 6.</p>	<p>a) Retain in office permanently reports related to internal compliance or operational audits, hazardous material, or those that document a significant change in agency practices. b) Destroy in office remaining audit reports after 10 years. c) Destroy in office documentation of corrective measures 2 years after their implementation. d) Destroy in office working papers and remaining records when superseded or obsolete.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	BLUEPRINTS AND SPECIFICATIONS Blueprints and specifications of agency owned buildings and facilities. Includes as-built plans and related records concerning approved changes.	a) Transfer as-built drawings to new owner when agency relinquishes ownership of building or facility. b) Retain in office as-built drawings for life of structure and then destroy. c) Destroy in office blueprints, floorplans, and other preliminary design and construction documents when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
10.	BONDS Records documenting written guarantees from a third party, including bid bonds, payment bonds, performance bonds, and surety bonds. See also BIDS FOR PURCHASE , page 20, item 10, and PROJECTS , page 14, item 53.	Destroy in office 5 years after expiration or cancellation.	
11.	BULLETINS Internal information sharing materials that circulate information within the agency. Also includes memoranda and newsletters.	Destroy in office when superseded or obsolete.	
12.	BUSINESS CERTIFICATION RECORDS Applications and supporting documentation submitted by businesses to be certified as a Small Business Enterprise (SBE) or other classification.	a) Destroy in office all documentation 3 years after most recent recertification. b) If certification was never issued, destroy in office all documentation when reference value ends.† Agency Policy: Destroy in office after _____	
13.	BUSINESS DEVELOPMENT SUBJECT FILE	Destroy in office after 3 years.	
14.	CALENDARS OF EVENTS AND APPOINTMENTS	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	CENSUS PROJECT RECORDS Records created to assist the U.S. Census Bureau with the decennial census.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
16.	CHARTER RECORDS Charter and charter proceedings related to adoption, amendment and/or repeal.	Retain in office permanently.	
17.	CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. Includes comments and petitions submitted by citizens requesting action as well as routine requests for service. Also includes requests for reasonable accommodation under Title II of the Americans with Disabilities Act, including survey of agency buildings to determine accessibility to the physically handicapped, federal regulations, proposals for implementing the act, correspondence (including e-mail), resolutions, and solutions to access problems. See also CIVIL RIGHTS RECORDS , page 44, item 5.	a) Transfer records as applicable to LITIGATION CASE RECORDS , page 47, item 17. b) Destroy in office comments, informal complaints, petitions, and requests 1 year after resolution.* c) Destroy in office accommodation requests and complaints 2 years after resolution.*	Authority: 42 USC 12132
18.	CITIZEN REBATE PROGRAM RECORDS Applications, receipts, and related records concerning rebate programs sponsored by the agency. These records document programs and incentivized actions that citizens may opt into.	a) Destroy in office financial records 3 years after approval.* b) Destroy in office applications 1 year after approval. c) Destroy in office denied applications when reference value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	CITIZEN SURVEYS Surveys and related records addressing agency services, policies, and other concerns.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
20.	COLLECTED DATA Information and statistics compiled and analyzed for research purposes or to support the functions of the agency.	Destroy in office when superseded or obsolete.	If data contains confidential information, abide by relevant restrictions.
21.	COMPREHENSIVE PLAN Long-range plan outlining policies, guidelines, and plans for future development of the agency. Includes official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. Also includes strategic plans and business plans, as well as goals and objectives.	<ul style="list-style-type: none"> a) Retain in office comprehensive plans and strategic plans permanently. b) Destroy in office background surveys, studies, reports, and drafts 5 years after adoption of plan. c) Destroy in office business plans 2 years after execution of plan. d) Destroy in office goals and mission statements when superseded or obsolete. 	
22.	CORRESPONDENCE AND MEMORANDA Administrative and management correspondence/memoranda (including e-mail) written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function. For information on handling e-mail and text or instant messages, see ELECTRONIC RECORDS , page 78.	<ul style="list-style-type: none"> a) Transfer correspondence (including e-mail) with historical value to HISTORY RECORDS, page 8, item 32, after 3 years. b) Destroy routine administrative correspondence and memoranda after 1 year. c) Destroy in office remaining records after 3 years. <p><i>Retention Note: The correspondence (including e-mail) of the most senior administrator has historical value and should be retained permanently.</i></p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	CUSTOMER CALL CENTER RECORDINGS Recordings of calls to customer service centers made for quality assurance and training purposes.	Destroy in office after 30 days.	
24.	EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records concerning the maintenance, repair, routine testing, and inspection of agency owned equipment and vehicles. Also includes warranties. See also GRANTS , page 8, item 31, and SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE , page 40, item 15.	a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.* b) Destroy in office records documenting all other maintenance and repairs after 3 years.* c) Destroy in office warranties 1 year after expiration.	
25.	EQUIPMENT AND VEHICLE REFERENCE RECORDS Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.	Destroy in office when superseded or obsolete.	
26.	EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS Records documenting the assignment, request, and usage of agency assets. Also includes mileage and checkout logs, fuel consumption reports, reservation requests, authorizations, utility usage logs, and similar records.	a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.* b) Destroy in office remaining records after 1 year.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<p>FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records documenting maintenance, repair, and inspection of agency-owned facilities.</p> <p>See also CONTRACTS, LEASES, AND AGREEMENTS, page 45, item 8.</p>	<p>a) Destroy in office records documenting routine inspections, janitorial cleaning, environmental monitoring, and routine maintenance of facilities after 1 year.</p> <p>b) Destroy in office records documenting system repair and improvement (including plumbing, electrical, fire, and other systems) after 3 years.</p>	
28.	<p>FORMS AND TEMPLATES Blank forms, templates, and letterhead used to create agency records.</p>	Destroy in office when superseded or obsolete.	
29.	<p>GOVERNING AND ADVISORY BODY MEMBER FILES Records concerning members of public boards, commissions, councils, and committees. Includes codes of conduct, ethics statements, agreements, notices of resignation, and other related records. Also includes biographical information and waivers.</p> <p>See also APPLICATIONS FOR APPOINTMENT, page 2, item 5, and OATHS OF OFFICE, page 47, item 18.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office 1 year after superseded or obsolete waivers from board members choosing not to receive stipend/per diem payments.</p> <p>c) Destroy in office remaining records 1 year after service ends.</p>	
30.	<p>GRANT PROPOSALS Proposals submitted for grants, including applications, correspondence (including e-mail), and other related records.</p>	<p>a) Transfer records concerning approved grants to GRANTS, page 8, item 31.</p> <p>b) Destroy in office rejected or withdrawn grant proposals when reference value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	<p>GRANTS</p> <p>Records concerning approved federal, state, and private grants. File includes applications, reports, records of equipment purchased with grant funds, and all relevant programmatic records. Also includes documentation about grants issued by the agency along with research records generated as part of a grant project.</p> <p>See also GRANTS: FINANCIAL, page 24, item 27.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.</p> <p>b) Destroy in office records of state and private grants 5 years after final financial report is filed.*</p> <p>c) Destroy in office records of other federal grants 3 years after final financial report is filed.</p> <p>d) Destroy in office records not relating to a specific grant after 1 year.</p> <p><i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i></p>	<p>Retention: 09 NCAC 03M .0703 2 CFR 200.333</p>
32.	<p>HISTORY RECORDS (AGENCY AND EMPLOYEES)</p> <p>Records concerning the history of the agency and its employees. Includes published and unpublished histories, biographical data, photographs, newspaper clippings, and other related records.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	
33.	<p>IMPROPER CONDUCT INVESTIGATIONS</p> <p>Records concerning investigations triggered by questions about ethics or conduct within an agency, such as whistleblower reports or allegations of fraud. Includes complaints, reports, investigations, and other related records. Also includes records from an ombuds office.</p>	<p>Destroy in office 3 years after resolution.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	INDICES Listings of where specific information can be found.	Destroy in office when superseded or obsolete.	
35.	INTERAGENCY PROGRAMS Records of programs involving more than one government agency. Includes resource materials, program information, and other related records.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
36.	INVENTORIES Inventories describing the type of property (including equipment and facilities other and fixed assets), its location, and related information. Also includes inventory control and usage records, such as requisitions/draw tickets, mileage logs, request forms, and other related records.	a) Destroy in office lists of properties, facilities, fixed assets, supplies, and surplus property when superseded or obsolete. b) Destroy in office inventory control and usage records after 3 years.	
37.	LEGISLATION AND REGULATORY RECORDS Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
38.	LOGISTICS MATERIALS Records concerning scheduled plans of agency personnel. Includes routine notices, task lists, and arrangements.	Destroy in office after 1 year.	
39.	MAIL: UNDELIVERABLE/RETURNED Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing e-mail returned for any reason.	Destroy in office after 30 days.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40. 	MAILING AND DISTRIBUTION RECORDS Includes mailing and meeting notification lists, e-mail distribution lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service, state courier, or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____	Confidentiality: G.S. § 132-1.12 G.S. § 132-1.13
41.	MEMBERSHIP RECORDS Records concerning associations, organizations, groups, etc., with which the agency is involved. Includes records concerning memberships or registrations on behalf of the agency or agency personnel.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	<p>MINUTES OF PUBLIC BODIES Includes minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards.</p> <p>See the MICROFILM section on page 82 for instructions on microfilming.</p> <p>See also AGENDA AND MEETING PACKETS, page 1, item 4, and AUDIO AND VIDEO RECORDINGS OF MEETINGS, page 2, item 7. If there are other boards in the operational standard(s) or if the Workforce Development standard is included, add references to those boards here.</p>	<p>a) Retain in office permanently official minutes of the governing board and its subsidiary boards as well as all attachments necessary to understand the body’s actions.</p> <p>b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Destroy in office minutes of committees or subcommittees when reference value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.†</p> <p>Agency Policy: Destroy in office after _____</p>	<p>Authority: G.S. § 143-318.10</p>
43.	<p>MINUTES (STAFF MEETINGS) Minutes of staff meetings, including all referenced and attached documentation.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records after 1 year.</p>	
44.	<p>MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS Includes, but not limited to, applications and permits regarding burning, special events, and landscape establishment.</p>	<p>a) Destroy in office 1 year after expiration of license/permit.</p> <p>b) Destroy in office applications for which a license/permit was never issued when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	<p>Authority: G.S. § 66-77</p>

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	<p>NOTICES OF PUBLIC MEETINGS Includes notices and regular meeting schedules.</p> <p>See also AFFIDAVITS OF PUBLICATION, page 43, item 1, and PUBLICITY RECORDS, page 69, item 12.</p>	Destroy in office after 1 year.	
46.	 <p>OFFICE SECURITY RECORDS Records concerning the security of agency offices, facilities, vehicles, equipment, and personnel. Includes visitors’ register; security, employee, or contractor access to facilities or resources; and surveillance system reports and recordings.</p>	<p>a) If the recording becomes evidence in a personnel investigation or lawsuit, transfer to DISCIPLINARY ACTIONS, page 54, item 12, or LITIGATION CASE RECORDS, page 47, item 17.</p> <p>b) Destroy in office recordings not required to support known investigations or litigation after 30 days.</p> <p>c) Destroy in office remaining records after 1 year.</p>	Confidentiality: G.S. § 132-1.7
47.	<p>ORDINANCES Includes code of ordinances.</p> <p>See the MICROFILM section on page 82 for instructions on microfilming.</p>	<p>a) Retain in office official copy permanently.</p> <p>b) Destroy in office ordinance development records when ordinance is no longer in effect.</p> <p>c) Destroy in office additional copies (including tabled or failed ordinances) when reference value ends.† Agency Policy: Destroy in office after _____</p>	
48.	<p>PEST CONTROL Records concerning pest abatement or eradication programs overseen by the agency.</p>	Destroy in office after 3 years.*	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	<p>POLICIES AND PROCEDURES</p> <p>Records documenting the formulation, planning, and adoption of policies, procedures, and functions of the agency and its departments. File also includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency.</p> <p>See also CIVIL RIGHTS RECORDS, page 44, item 5, POLICIES AND PROCEDURES (PERSONNEL), page 62, item 31, and ELECTRONIC RECORDS POLICIES AND PROCEDURES, page 38, item 7.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
50.	<p>POLL LIST/REGISTRATION LIST/ROSTER/ AUTHORIZATION TO VOTE (ATV)</p> <p>Lists documenting registered electors and votes cast prior to County Board of Elections taking over municipal elections. Includes electronic or paper ATV related records such as ATV books, forms, unused stickers, lists, registers, indexes, or similar records used to verify persons are registered voters at each polling location.</p>	<p>Contact State Archives of North Carolina prior to destroying old poll books and voter registration books.</p>	<p>Authority: G.S. § 163 Art. 15A G.S. § 163-166.7 08 NCAC 10B .0103 52 USC Chap. 205</p>
51.	<p>PRICE QUOTATIONS</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____.</p>	
52.	<p>PROCLAMATIONS AND ORDERS</p> <p>Proclamations and orders issued by the governing board.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	<p>PROJECTS Includes project correspondence (including e-mail), feasibility studies, final reports, specifications, assessments, notices to proceed, cost estimates, change orders, statements of work, and similar documentation.</p> <p>See also PROJECT DOCUMENTATION, page 39, item 11.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records 3 years after completion of project.</p>	
54.	<p>PROPERTY MANAGEMENT RECORDS Includes appraisals of the financial valuation of agency-owned property as well as surveys, plats, and maps.</p>	Destroy in office when superseded or obsolete.	
55.	<p>RATE AND FEE SCHEDULES Records relating to rates, fees, and regulations concerning agency services.</p>	Destroy in office when superseded or obsolete.	
56.	<p>RECORDS MANAGEMENT Includes correspondence (including e-mail) with state and/or federal agencies with regards to records retention. Also includes records disposition documentation, file plans, and copies of records retention and disposition schedules.</p>	<p>a) Retain in office documentation concerning the final disposition of records permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
57.	<p>REFERENCE (READING) FILE</p> <p>Subject files containing informational copies of records organized by areas of interest. Also includes materials that have no regulatory authority for the recipient and are received from outside the agency or from other units within the agency as well as reference copies of documents where another individual or agency is responsible for maintaining the record copy.</p>	<p>Destroy in office when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	
58.	<p>REPORTS AND STUDIES</p> <p>Records concerning the performance of a department, program, or project, as well as those created for planning purposes. Includes all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by an agency or prepared by consultants hired by the agency. Also includes reports required to be submitted to the agency.</p> <p>See also CIVIL RIGHTS RECORDS, page 44, item 5, and COMPREHENSIVE PLAN, page 5, item 21.</p>	<p>a) Retain in office permanently 1 copy of all annual and biennial reports written by the agency.</p> <p>b) Retain in office permanently reports and studies prepared by request of an agency’s governing body or a court.</p> <p>c) Destroy in office after 3 years reports prepared monthly, bimonthly, or semi-annually.</p> <p>d) Destroy in office after 1 year activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis.</p> <p>e) Destroy in office when superseded or obsolete reports required to be submitted to the agency.</p> <p>f) Destroy in office remaining reports and studies when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____.</p> <p><i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i></p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
59.	<p>REQUESTS FOR INFORMATION Requests received and responses issued by the agency.</p> <p>See also PUBLIC RECORDS REQUESTS, page 69, item 11.</p>	Destroy in office after 1 year after resolution.	
60.	<p>REQUESTS FOR PROPOSALS (RFP) Proposals submitted by vendors in response to requests from agency.</p> <p>See also BIDS FOR PURCHASE, page 20, item 10, and PRICE QUOTATIONS, page 13, item 51.</p>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
61.	<p>RESOLUTIONS File consists of resolutions indicating date, issues or policy involved, and appropriate signatures.</p> <p>See the MICROFILM section on page 82 for instructions on microfilming.</p>	a) Retain in office permanently one copy of final resolution. b) Retain in office permanently resolution development records with historical value. c) Destroy in office additional copies of resolutions (including those tabled or failed) along with all remaining development records when reference value ends.† Agency Policy: Destroy in office after _____	
62.	<p>SURPLUS PROPERTY Inventories and reports of agency property to be surplus.</p>	Destroy in office 3 years after disposition of property.*	
63.	<p>TRACKING MATERIALS Records intended to verify the receipt of information, such as certified mail receipts.</p>	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	

1

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
64.	<p>TRAVEL REQUESTS Requests and authorizations for travel. Includes forms and itineraries.</p> <p>See also TRAVEL REIMBURSEMENTS, page 28, item 45, and PRICE QUOTATIONS, page 13, item 51.</p>	Destroy in office after 1 year.*	
65.	<p>VEHICLE REGISTRATION CARDS North Carolina registration cards for vehicles in the agency fleet.</p> <p>See also VEHICLE TITLES, page 49, item 23.</p>	Destroy in office when superseded.	
66.	<p>WORK ORDERS Includes date and location of work, cost of materials used and labor, type of work performed, and other related records regarding the repairs of equipment, facilities, and vehicles.</p>	<p>a) Destroy in office 1 year after work is completed.*</p> <p>b) If this is the only record documenting completed work, follow disposition instructions for FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS, page 7, item 27, or EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS, page 6, item 24.</p>	

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STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS
 Records created and accumulated concerning the managerial control, budgeting, disbursement, collection, and accounting of the agency.

Note: Per 26 CFR 1.148-5(d)(6)(iii)(E), all records necessary to support the tax-exempt status of an agency debt issue must be retained for the life of the debt plus 3 years.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCOUNTS PAYABLE Records concerning the status of accounts in which the agency owes money to firms or individuals. Includes invoices, reimbursements, receipts or bills of sale, check registers, and subsidiary registers. Also includes stop payment notices.	Destroy in office 3 years after payment.*	
2.	ACCOUNTS RECEIVABLE Records concerning receivables owed and collected. Includes billing statements, records of payment received, remittances, subsidiary registers, overpayment or refund records, deposits, fines and fees assessed, and collection of past due accounts.	Destroy in office 3 years after collection.*	
3.	ACCOUNTS UNCOLLECTABLE Records of accounts deemed uncollectable, including returned checks, write-off authorizations, and other related records.	Destroy in office 3 years after account is determined to be uncollectable.*	

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>ANNUAL BUDGET Annual budget and budget message submitted to governing board for approval.</p> <p>See also BUDGET REPORTS, page 21, item 16.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 3 years.</p> <p><i>Retention Note: Annual budgets should be entered into the minutes of the governing board.</i></p>	Authority: G.S. § 159-11
5.	<p>ARBITRAGE RECORDS Records concerning arbitrage rebate calculations and funds rebated.</p>	Destroy in office 3 years after final redemption date of the bonds and after all related debts and obligations have been satisfied.*	Authority: 26 CFR 1.148-3
6.	<p>AUDITS: FINANCIAL Records concerning internal and external audits. Includes reports, working papers, and related records.</p> <p>See also AUDITS: PERFORMANCE, page 2, item 8.</p>	<p>a) Retain in office reports permanently final reports related to internal compliance or operational audits or those that document a significant change in agency practices or have significant administrative value. b) Destroy in office after 10 years final reports related to internal accounting systems and controls and those with limited administrative value. c) Destroy in office working papers and remaining records when superseded or obsolete.*</p>	Authority: G.S. § 159-34
7.	<p>AUTHORIZATION FORMS Authorization to purchase materials.</p>	Destroy in office after 3 years.*	
8.	<p>BANK STATEMENTS AND RECONCILIATIONS Includes bank statements, canceled checks, deposit slips, and reconciliation reports.</p>	Destroy in office after 3 years.*	

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>BIDS FOR DISPOSAL OF PROPERTY Records concerning the disposal of surplus property. Includes information about various disposition procedures used, such as sealed bids and public auction.</p> <p>See also ACCOUNTS RECEIVABLE, page 18, item 2.</p>	Destroy in office all records after the disposition of property has been recorded in governing board’s minutes.*	Authority: G.S. § 153A-176
10.	<p>BIDS FOR PURCHASE Records documenting quotes to supply products and services. Includes advertisements, tabulations, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.</p>	a) Transfer records to CONTRACTS, LEASES, AND AGREEMENTS , page 45, item 8 when bid is approved. b) Destroy in office bid records not awarded or opened after 1 year.*	Authority: G.S. § 143 Article 8
11.	<p>BOND CLOSING RECORDS Includes applications, agreements, tax records, contracts, official statements, legal opinions, rating letters, public hearing bonds, title insurance, deeds of trust, and other related records concerning bonds issued by the agency. Also includes records concerning expenditure and/or investment of bond proceeds.</p>	Destroy in office 3 years after entire issuance has been satisfied.*	Authority: G.S. § 159 Article 7
12.	<p>BOND REGISTER Records of all bonds, notes, and coupons issued by the agency detailing the purpose of issuance, the date of issue, serial numbers (if any), denomination, maturity date, and total principal amount.</p>	Retain in office permanently.	Authority: G.S. § 159-130
13.	<p>BONDS, NOTES, AND COUPONS</p>	Destroy in office 1 year from date of payment.	Authority: G.S. § 159-139

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	BUDGET ADMINISTRATION RECORDS Records of budget administration. Includes research, correspondence, and other related records.	Destroy in office after 2 years.*	
15.	BUDGET EXECUTION RECORDS Records of authorizations to move funds between budget codes.	Destroy in office when released from audits.	
16.	BUDGET REPORTS Includes daily detail reports and monthly budget reports. Also includes contract budget and expenditure reports and summaries of tax allocations. See also ANNUAL BUDGET , page 19, item 4.	a) Destroy in office daily detail reports after 1 year.* b) Destroy in office remaining reports after 3 years.*	
17.	BUDGET REQUESTS AND WORKING PAPERS Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence (including e-mail), and related records.	Destroy in office after 3 years.*	Authority: G.S. § 159-10
18.	BUDGET RESOLUTIONS AND ORDINANCES Includes project ordinances, budget resolutions, and amendments. See also MINUTES OF PUBLIC BODIES , page 11, item 42.	a) Retain official copies in the minutes of the governing board. b) Destroy in office remaining copies when reference value ends.† Agency Policy: Destroy in office after _____	Authority: G.S. § 159-8 G.S. § 159-13 G.S. § 159-13.2 G.S. § 159-15

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	COST ALLOCATION PLANS Accounting report that calculates and spreads agency-wide indirect costs to departments and funds that receive a service from other departments.	Destroy in office after 3 years.*	
20.	 CREDIT/DEBIT/PROCUREMENT CARD RECORDS Records of assignation of agency credit cards and purchasing cards along with authorization logs.	Destroy in office when superseded or obsolete.*	Confidentiality: G.S. § 132-1.2(2)
21.	DONATIONS AND SOLICITATIONS Records concerning requests made to agency by outside organizations. Includes applications and other related records. See also FUND DRIVE AND EVENT RECORDS , page 68, item 6.	a) Destroy in office records supporting approved donations 1 year after payment. b) Destroy in office rejected applications after 30 days.	
22.	 ELECTRONIC FUNDS TRANSFERS (EFT) Includes forms authorizing electronic transfer of monies via wire transfer or automated clearing house (ACH) as well as ACH bank reports.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 14-113.20
23.	ESCHEATS AND UNCLAIMED PROPERTY Records containing information required to be included in holder reports submitted to the State Treasurer’s office. For more information, see the State Treasurer’s memo, “Annual Reporting of Unclaimed Property.”	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed on or after July 16, 2012.*	Authority: G.S. § 116B-60 Retention: G.S. § 116B-73

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	FINANCIAL JOURNALS AND LEDGERS	a) Destroy in office year-end summaries of receipts and disbursements after 3 years.* b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*	
25.	FINANCIAL REPORTS	a) Destroy in office annual financial reports or other reports generated to inform decision-making after 3 years.* b) Destroy monthly or quarterly reports generated for operational purposes after 1 year. c) Destroy logs and distribution reports generated to track transactions when released from audits.	
26.	GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS Reports produced by the North Carolina Department of State Treasurer regarding the Teachers' and State Employees' Retirement System (TSERS) and the Local Governmental Employees' Retirement System (LGERS).	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	<p>GRANTS: FINANCIAL Records concerning approved federal, state, and private grants received or issued by the agency. Includes all relevant accounting, purchasing, payroll, and other financial records.</p> <p>See also GRANTS, page 8, item 31.</p>	<p>a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.</p> <p>b) Destroy in office records of state and private grants 5 years after final financial report is filed.*</p> <p>c) Destroy in office records of other federal grants 3 years after final financial report is filed.</p> <p>d) Destroy in office records not relating to a specific grant or to grants not funded after 1 year.</p> <p><i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i></p>	<p>Retention: 09 NCAC 03M .0703 2 CFR 200.333</p>
28.	<p>INVESTMENTS Includes fund information, portfolio listings and reports, balance sheets, exchange or consent instructions, broker confirmations, notices, and other documentation related to agency investments. Also includes transaction schedules for projecting revenue on investments as well as performance investment reports issued by broker or investment firm.</p>	<p>a) Destroy in office transaction schedules after 2 years.*</p> <p>b) Destroy in office performance investment reports when reference value ends.</p> <p>c) Destroy in office all remaining records after 3 years.*</p>	<p>Authority: G.S. § 159-30</p>

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	LOAN RECORDS Records concerning loans received by the agency. Includes documentation of intent to proceed, loan agreements, promissory notes, letters of credit, statements, notices of principal and interest due, and other related records.	Destroy in office 5 years after satisfaction or cancellation of loan.*	
30.	LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS	Destroy in office after 3 years.*	Authority: G.S. § 159-33
31.	LONGEVITY PAY	Destroy in office after 3 years.*	
32.	 PAYMENT CARD DATA Records created in association with payment card transactions entered by third parties for the purchase of goods or services from the agency.	Destroy in office after processed.*	Confidentiality: G.S. § 132-1.2(2) G.S. § 132-1.10(b)(5)
33.	 PAYROLL AND EARNINGS RECORDS Records containing information such as the name, Social Security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. Also includes individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period. See also TIME SHEETS, CARDS, AND ATTENDANCE RECORDS , page 28, item 44.	a) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification. b) Destroy in office remaining records after 3 years.*	Authority: 29 CFR 516.30(a) Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 516.5(a) 29 CFR 1627.3(a)

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34. 	<p>PAYROLL DEDUCTION RECORDS</p> <p>Records used to start, modify, or stop all voluntary or required deductions from payroll. Includes tax withholding (NC-4, W-4), savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s).</p>	<p>a) Destroy in office tax withholding forms 4 years after termination of deduction.*</p> <p>b) Destroy in office authorizations for deductions for retirement contributions, bank payments, savings plans, insurance, and dues 2 years after termination of deduction.</p> <p>c) Destroy in office remaining records 3 years after termination of deduction.*</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: IRS Publication 15 29 CFR 516.6(c)(1)</p>
35.	<p>POWELL BILL RECORDS</p> <p>Records include certified statements, expenditures reports, information sheets, financial statements submitted to the North Carolina Department of Transportation, and all other related records.</p>	Destroy in office after 3 years.	
36.	<p>PURCHASE ORDERS</p> <p>Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services.</p> <p>See also GRANTS: FINANCIAL, page 24, item 27.</p>	<p>Destroy in office after 3 years.*</p> <p><i>Retention Note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i></p>	
37.	<p>QUALIFIED PRODUCTS LISTS (QPL)</p> <p>Records identifying products approved for purchase by the agency.</p>	Destroy in office 3 years after superseded or obsolete.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
38.	<p>REQUISITIONS Requests for payment or to acquire goods or services.</p> <p>See also INVENTORIES, page 9, item 36.</p>	Destroy in office after 1 year.*	
39.	<p>SCHOLARSHIP RECORDS Records concerning scholarships awarded by the agency. Includes applications, award letters, conditions and stipulations, agreements and contracts, disbursement statements, progress reports, and other related records.</p>	<p>a) Destroy in office after 3 years records documenting the awarding of scholarships.</p> <p>b) Destroy in office 1 year after notification of applicant records concerning applications that are denied by the agency or awards that are declined by the recipient.</p>	
40.	<p>SHIFT PREMIUM PAY Authorizations and other related records concerning employees receiving shift premium pay.</p>	Destroy in office after 3 years.*	
41.	<p>STATEMENTS OF BACK PAY Forms used to determine the gross pay an employee would have earned during a specified period for back pay in a grievance decision, settlement agreement, or other order.</p>	Destroy in office 3 years after payment.*	

2

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42. 	TAX FORMS Tax information returns generated by the agency (e.g., 1098, 1099, W-2, W-3) to be reported to the Internal Revenue Service and furnished to the other party to the transaction.	Destroy in office 4 years after submitted to taxpayer and/or IRS.*	Confidentiality: G.S. § 132-1.10 G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: IRS Publication 15
43.	TAX RETURNS Tax returns filed by the agency.	Destroy in office 6 years after filed.*	
44.	TIME SHEETS, CARDS, AND ATTENDANCE RECORDS Records documenting the work hours and attendance of employees. See also PAYROLL AND EARNINGS RECORDS , page 25, item 33.	Destroy in office after 2 years.*	Retention: 29 CFR 516.6(a)(1)
45.	TRAVEL REIMBURSEMENTS Includes requests and authorizations for reimbursement for travel and related expenses. See also GRANTS: FINANCIAL , page 24, item 27, and TRAVEL REQUESTS , page 17, item 64.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46. 	VENDORS Files maintained on specific vendors authorized or debarred from doing business with the agency. Includes name and address, correspondence (including e-mail), and other related records.	Destroy in office when superseded or obsolete.	

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STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS
 Official records received and created by agency geographic information system programs. See G.S. § 132-10 for information about providing public access to GIS databases.

STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA</p> <p>Geo-referenced data and metadata to facilitate the management, manipulation, analysis, modeling, representation, and spatial analysis of complex problems regarding planning and management of resources.</p>	<p>Retain in office parcel, boundary, zoning, and orthoimagery layers (with accompanying data sets) permanently.</p> <p><i>Retention Note: Other datasets should be kept according to standards and procedures set by the North Carolina Geographic Information Coordinating Council (http://www.ncgicc.com/).</i> See also GEOSPATIAL RECORDS, page 80.</p>	
2.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)</p> <p>Records created during development or modification of an automated system which are necessary to access, retrieve, manipulate, and interpret data in that system; and records that explain the meaning, purpose, structure, local relationships, and origin of the data elements. Includes data element dictionaries, file layout, codebooks and tables, and definition files.</p>	<p>Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).</p>	
3.	<p>GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES</p> <p>Includes requirements that are intended to make hardware, software, and data compatible and that cover data capture, accuracy, sources, base categories, output, and data element dictionaries.</p>	<p>Retain in office permanently.</p>	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS Includes system security, quality assurance, transaction tracking, and other related activity monitoring records.	Destroy in office after 1 year.	
5.	GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS Includes user guides, system flowcharts, job or workflow records, system specifications, and similar documentation.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
6.	GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS	a) Retain in office GIS datasets and accompanying documentation (metadata) with historical and/or legal value permanently. b) Destroy in office remaining items when reference value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>LAYERS: ADDRESS POINTS</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
8.	<p>LAYERS: CORPORATE LIMITS</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

3

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>LAYERS: EXTRATERRITORIAL JURISDICTIONS</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
10.	<p>LAYERS: ORTHOIMAGERY</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Create a snapshot of dataset when created. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<p>LAYERS: STREET CENTERLINE</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
12.	<p>MAPPING PROJECT RECORDS</p> <p>Includes contract maps and all deliverable products for aerial photography, orthophotography, cartographic, cadastral, and digital mapping projects.</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>MAPS: PARCEL</p> <p>Maps, including cadastral maps, and surveys of boundaries and measurements of each parcel, and information about encroachments, right-of-ways, and structures.</p> <p>See also GEOSPATIAL RECORDS, page 80, and PROPERTY MANAGEMENT RECORDS, page 14, item 54.</p>	<p>Paper: Destroy in office upon State Archives approval.</p> <p>GIS dataset: Create a snapshot of dataset quarterly. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	
14.	<p>MAPS: PARKS</p> <p>Includes park boundaries, facilities, landscaping, topography, and other pertinent information. Also includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems.</p> <p>See also GEOSPATIAL RECORDS, page 80.</p>	<p>Paper: Retain in office permanently.</p> <p>GIS dataset: Create a snapshot of dataset annually. To maintain permanently,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p>MAPS: ALL OTHER Includes field maps, soil, topographic, sales, subdivision plats, right-of-way, sectional, highway, etc.</p>	<p>a) Retain in office maps, including GIS datasets and accompanying documentation (metadata), with historical and/or legal value permanently.</p> <p>b) Destroy in office remaining items when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	

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STANDARD 4: INFORMATION TECHNOLOGY (IT) RECORDS

Information technology encompasses all activities undertaken by agency to design, develop, and operate electronic information systems. This section covers records for which Information Technology personnel are responsible, including administrative records and those used to process data and monitor and control operations.

Note: Administration, use, and retention of records concerning computer and information security should comply with applicable provisions of G.S. § 132-6.1 on the confidentiality of records regarding “hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes.” (G.S. § 132-6.1 (c))

ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1. 	AUDITS: IT SYSTEMS Records documenting user actions affecting the contents of monitored systems. Also includes fixity checks and other periodic tests of data validity.	a) Destroy in office after 1 year fixity check documentation. b) Destroy in office remaining records after disposition of record.*	Confidentiality: G.S. § 132-6.1(c)
2.	COMPUTER AND NETWORK USAGE RECORDS Records documenting usage of electronic devices and networks. Includes login files, system usage files, individual program usage files, and records of use of the Internet by employees.	Destroy in office after 1 year.	
3.	DATA DOCUMENTATION RECORDS Records concerning data in automated systems. Includes data element dictionary, file layout, code book or table, entity relationships tables, and other records related to the structure, management, and organization of data.	Destroy in office 3 years after system is discontinued and/or replaced.	

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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>DATA MIGRATION RECORDS Technical records documenting data migrations.</p> <p><i>Note: The data itself is subject to the disposition instructions indicated for its relevant records series; these are merely records about migrating said data.</i></p>	Destroy in office 1 year after completion of data migration.	
5.	<p>DATA WAREHOUSES Federated data gathered by the agency from other sources for the purposes of comparison and distribution.</p>	Destroy in office when superseded or obsolete.	Maintain confidentiality consistent with any restrictions placed on the data provider.
6.	<p>DIGITIZATION AND SCANNING RECORDS Records concerning data entry and imaging operations. Includes quality control records.</p> <p>See Request for Disposal of Original Records Duplicated by Electronic Means, page 88.</p>	<p>Destroy in office 10 days after digitization.</p> <p><i>Note: The digital surrogate becomes the record copy and must be retained according to the disposition instructions for that record type.</i></p>	
7.	 <p>ELECTRONIC RECORDS POLICIES AND PROCEDURES Includes procedural manuals as well as an Electronic Records and Imaging Policy and a Security Backup Policy.</p>	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.7(b) G.S. § 132-6.1(c)
8.	<p>INFORMATION TECHNOLOGY ASSISTANCE RECORDS Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. Includes help desk assistance requests, resolution records, and related documentation.</p>	Destroy in office 1 year after work is completed.	

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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9. 	<p>NETWORK AND SYSTEM SECURITY RECORDS Records documenting the security of network and system. Includes records concerning firewalls, anti-virus programs, and intruder scanning logs.</p>	<p>a) Destroy in office finalized cyber incident reports 5 years after resolution.</p> <p>b) Destroy in office after 2 years records documenting incidents involving unauthorized attempted entry or probes on data processing systems, IT systems, telecommunications networks, and electronic security systems.</p> <p>c) Destroy in office after 1 year records concerning firewalls, anti-virus programs, and other related records.</p>	Confidentiality: G.S. § 132-6.1(c)
10. 	<p>NETWORK DIAGRAMS Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.</p>	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-6.1(c)
11.	<p>PROJECT DOCUMENTATION Records created to design, develop, control, or monitor a specific project or group of IT projects. Includes statements of work, assessments, maintenance agreements, and testing records.</p> <p>See also PROJECTS, page 14, item 53.</p>	<p>a) Retain in office permanently records with historical value.</p> <p>b) Destroy in office remaining records 3 years after completion of project.</p>	

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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<p>SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS</p> <p>Records documenting compliance with agency software license and copyright provisions. Includes software licenses, correspondence (including e-mail), and related documentation.</p>	Destroy in office 1 year after software is superseded or obsolete.	
13.	<p>SYSTEM ACCESS RECORDS</p> <p>Records documenting access requests and authorizations, system access logs, and other related records.</p>	Destroy in office 1 year after superseded or obsolete.	
14.	 <p>SYSTEM DOCUMENTATION RECORDS</p> <p>Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. Includes system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.</p>	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. § 132-1.1(g) G.S. § 132-6.1(c)
15.	<p>SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE</p> <p>Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. Includes computer equipment inventories and service records.</p> <p>See also EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS, page 6, item 24.</p>	<p>a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year.</p> <p>b) Destroy records documenting all other equipment maintenance and repairs upon the final disposition of the equipment.</p>	

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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<p>SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS</p> <p>Records documenting regular or essential system backups. Includes backup tape inventories, relevant correspondence (including e-mail), and related documentation.</p> <p>See Also: Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files, available on the State Archives of North Carolina website.</p>	<p>Destroy in office in accordance with your office’s established, regular backup plan and procedures.†</p> <p>Agency Policy: Destroy in office after _____</p>	
17.	<p>TECHNICAL PROGRAM DOCUMENTATION</p> <p>Records concerning program code, program flowcharts, program maintenance logs, systems change notices, and other related records that document modifications to computer programs.</p>	<p>Destroy in office 1 year after superseded or obsolete.</p>	
18.	<p>VOICE OVER INTERNET PROTOCOL (VoIP) RECORDS</p> <p>Records concerning line registrations, calls logs, and voicemail records.</p>	<p>a) Destroy in office records concerning line registration when superseded or obsolete.</p> <p>b) Destroy in office call logs after 1 year.</p> <p>c) Destroy in office voicemail records after 30 days.</p>	

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ITEM #	STANDARD 4: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<p>WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE</p> <p>Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration or content management system files used to operate the site and establish its look and feel. Includes server environment configuration specifications.</p> <p>See also WEBSITE (ELECTRONIC), page 70, item 15.</p>	<p>Destroy in office when superseded or obsolete.</p>	

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STANDARD 5: LEGAL RECORDS
 Official documentation created or accumulated to substantiate the rights, obligations, or interests of the agency or their individual employees or clients. Please note the confidentiality that G.S. § 132-1.1(a) confers to communications by legal counsel expires three years after receipt of such communication.

ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AFFIDAVITS OF PUBLICATION Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc. See also NOTICES OF PUBLIC MEETINGS , page 12, item 45.	a) Retain in office permanently if record provides sole evidence of publication. b) Destroy in office remaining records after 3 years.*	Authority: G.S. § 1-600
2.	ANNEXATION RECORDS Records concerning annexation of property into the city. Includes petitions, reports, correspondence, including email, maps, ordinances, and public hearings.	Retain in office permanently. <i>Retention Note: Annexation maps and ordinances must be filed with the County Register of Deeds office. G.S. §160A-29, G.S. §160A-58.61 and G.S. §160A-58.90.</i>	
3.	AUTHENTICATIONS Certificates of authentication issued by the agency.	Retain in office permanently.	

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>CIVIL RIGHTS CASE RECORDS Records concerning discrimination complaints by employees or former employees and requests for reasonable accommodation. Includes equal opportunity (EO) complaints.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p>	<p>Destroy in office 1 year after final disposition of the charge or the action.*</p> <p><i>Retention Note: 29 CFR 1602.14 defines final disposition of the charge or the action as “the date of expiration of the statutory period within which the aggrieved person may bring an action in a U.S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated.”</i></p>	<p>Retention: 29 CFR 1602.14 29 CFR 1602.31</p>
5.	<p>CIVIL RIGHTS RECORDS Records concerning documentation of personnel policies and procedures to comply with the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), Section 504 of the 1973 Rehabilitation Act, and the 1964 Civil Rights Act. Includes reports required by the Equal Employment Opportunity (EEO) Commission and affirmative action plans.</p> <p>See also CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, page 4, item 17, CIVIL RIGHTS CASE RECORDS, page 44, item 4, and POLICIES AND PROCEDURES (PERSONNEL), page 62, item 31.</p>	<p>Destroy in office 3 years after superseded or obsolete.</p>	<p>Authority: 29 CFR 1602.1 29 CFR 1602.7 29 CFR 1608.4</p> <p>Retention: 29 CFR 1602.30 29 CFR 1602.32</p>

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	<p>CONDEMNATION RECORDS Settled and pending condemnation cases.</p> <p>See also ACCOUNTS PAYABLE, page 18, item 1 for disposition of financial records.</p>	Retain in office permanently.	
7.	<p>CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT DISCLOSURE STATEMENTS Completed by the elected agency officials as well as designated staff members in order to disclose an official's status or ownership interests.</p>	Destroy in office 1 year after completion of term or separation.	
8.	<p>CONTRACTS, LEASES, AND AGREEMENTS Contracts and agreements for construction, equipment, property, supplies, special programs, and projects. Includes franchise agreements, hold harmless agreements, good faith effort documentation, contractor compliance monitoring, leases, and memoranda of understanding.</p> <p>See also SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS, page 40, item 12.</p>	<p>a) Retain in office contracts and agreements with historical value permanently.</p> <p>b) Destroy in office sealed contract records 10 years after expiration of contract.*</p> <p>c) Destroy in office capital improvement contracts and business associate agreements 6 years after completion, termination, or expiration.*</p> <p>d) Destroy in office records documenting restrictions and compliance with license and copyright provisions for products and services purchased by the agency 1 year after superseded or obsolete.*</p> <p>e) Destroy in office all other contracts and agreements 3 years after completion, termination, or expiration.*</p>	<p>Retention: G.S. § 1-47(2) G.S. § 1-50(a)(5) 45 CFR 164.316 G.S. § 1-52</p>

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	DECLARATORY RULINGS Records concerning declaratory rulings issued by the agency to interpret statutes or rules as applied to a specified set of facts.	Retain in office permanently.	
10.	DELEGATION OF AUTHORITY RECORDS Records documenting delegations of power to authorize agency business. Includes signature authorities and powers of attorney.	Destroy in office 1 year after superseded or obsolete.	
11.	EASEMENTS AND RIGHT-OF-WAY AGREEMENTS Granted to the agency. See also ACCOUNTS PAYABLE , page 18, item 1 for disposition of financial records.	Destroy in office 10 years after expiration of agreement.	
12.	ENCROACHMENTS Records concerning agreements granted by or to the agency. Also includes maps or drawings detailing construction plans attached to agreements.	a) Retain in office permanently records concerning agreements granted by outside entities to the agency. b) Destroy in office when superseded or obsolete records concerning agreements granted to utilities, businesses, and private citizens to encroach upon agency property.	
13.	LAND OWNERSHIP RECORDS Includes deeds and titles.	Destroy in office 1 year after agency relinquishes ownership of land.*	
14.	 LEGAL CORRESPONDENCE Correspondence (including e-mail) and related records concerning legal matters not related to specific legal cases or official opinions.	Destroy in office after 5 years. For information on handling e-mail, see ELECTRONIC RECORDS , page 78.	Confidentiality: G.S. § 132-1.1(a)

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	LEGAL OPINIONS Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.	Retain in office permanently.	
16.	 LEGAL REVIEW RECORDS Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested. See also LEGAL OPINIONS , page 47, item 15.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a)
17.	 LITIGATION CASE RECORDS Civil suits to which the agency is a party. Includes affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.	a) Retain in office cases having precedential or historical value permanently. b) Destroy in office adjudicated cases 6 years after final disposition. c) Destroy in office non-adjudicated cases (out-of-court claims) 6 years after final disposition or expiration of relevant statute of limitations.	Confidentiality: G.S. § 132-1.1(a) G.S. § 132-1.9
18.	OATHS OF OFFICE See also GOVERNING AND ADVISORY BODY MEMBER FILES , page 7, item 29.	Transfer official copy of oath of office to the Clerk to the Board. <i>Retention Note: The Clerk to the Board should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording. The Clerk to the Board maintains the original oaths.</i>	Authority: G.S. § 153A-26 Retention: G.S. § 7A-103(2)

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<p>PERMISSIONS Records conferring legal permission. Includes copyright permission requests and requests for permission to publish intellectual property or holdings of the agency. Also includes copyrights, patents, and trademarks held by the agency.</p>	<p>a) Retain in office permanently records conferring perpetual legal permission as well as records documenting copyrights, patents, and trademarks held by the agency. b) Destroy in office 3 years after expiration records concerning one-time copyright permissions granted by the agency.</p>	
20.	<p>PRE-TRIAL RELEASE PROGRAM RECORDS Records documenting supervision for defendants who do not pose a risk to the community as they await trial.</p>	Destroy in office 3 years after trial.	
21.	<p>REASONABLE ACCOMMODATIONS Records concerning agency efforts to provide reasonable accommodations to the general public under Title II of the Americans with Disabilities Act, Housing and Urban Development Act, 1973 Rehabilitation Act, and Title VII of the Civil Rights Act of 1964. Includes constituent requests, survey of agency buildings to determine accessibility to the physically handicapped, proposals for implementation, and resolutions.</p> <p>See also CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, page 4, item 17, and CIVIL RIGHTS CASE RECORDS, page 44, item 4.</p>	Destroy in office after 2 years.*	Authority: 42 USC 12132

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ITEM #	STANDARD 5: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
22.	RELEASE FORMS Records documenting consent and waiving the individual’s right to hold the agency responsible for injuries or damages occurring while voluntarily participating in events or activities.	Destroy in office 5 years after termination of release/waiver.	
23.	VEHICLE TITLES Titles of agency owned vehicles.	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	Authority: G.S. § 20-72

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STANDARD 6: PERSONNEL RECORDS

Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of agency employees. Comply with applicable provisions of G.S. § 115C Article 21A (LEAs), G.S. § 122C-158 (area authorities), G.S. § 130A-45.9 (public health authorities), G.S. § 153A-98 (county), G.S. § 160A-168 (municipal), G.S. § 161E-257.2 (public hospitals), and G.S. § 162A-6.1 (water and sewer authorities) regarding confidentiality of personnel records.

ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABOLISHED POSITIONS	Destroy in office after 1 year.	
2.	 <p>ADMINISTRATIVE INVESTIGATIONS Records concerning the investigation of conduct problems among agency personnel.</p> <p>See also DISCIPLINARY ACTIONS, page 54, item 12.</p>	<p>a) Destroy in office after 3 years records concerning complaints against agency personnel that are resolved without an internal investigation.</p> <p>b) Destroy in office after 5 years records concerning complaints lodged against agency personnel that are exonerated. Destroy in office 5 years after final disposition or expiration of relevant statute of limitations complaints lodged against agency personnel that are settled out-of-court.</p> <p>c) Transfer investigation reports, disciplinary actions, and other related internal affairs case records to PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3. 	APPLICATIONS FOR EMPLOYMENT Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. Includes applications, transcripts, resumes, letters of reference, and other related records.	a) Transfer applications, resumes, transcripts, and similar records as applicable to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29. b) Destroy in office after 2 years unsolicited application materials from individuals hired. c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.* d) Destroy in office 2 years after receipt unsolicited applications/resumes and those received after posted closing dates.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 1602.31
4.	APPRENTICESHIP PROGRAM RECORDS Records concerning registered apprenticeship programs. Includes applications and selection materials as well as aggregated data. Also includes apprenticeship affirmative action plans.	Destroy in office 5 years after the making of the record or the personnel action involved, whichever occurs later.	Authority: 29 CFR 30.4(a) 29 CFR 1602.20 Retention: 29 CFR 30.12(d) 29 CFR 1602.21

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5. 	<p>APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. Includes civil service examinations.</p> <p>See also EMPLOYMENT SELECTION RECORDS, page 56, item 17.</p>	Destroy in office after 2 years.	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)(iv)</p>
6.	<p>ASBESTOS TRAINING Records concerning training programs about the proper management of asbestos.</p> <p>See also BLOODBORNE PATHOGEN TRAINING, page 53, item 8, and HAZARDOUS MATERIALS TRAINING RECORDS, page 58, item 21.</p>	<p>a) Destroy in office employee-specific records 1 year after separation.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	Retention: 29 CFR 1910.1001(m)(4)
7.	<p>BENEFITS RECORDS Records concerning life, health, accident, and disability insurance plans as well as seniority and merit systems. Includes records concerning systems in which employees can select fringe benefits from a cafeteria plan, including flexible spending plans. File also includes notifications, election and claim forms, rejection letters, and other records related to COBRA (Consolidated Omnibus Budget Reconciliation Act).</p>	<p>a) Destroy in office approved claims forms after 2 years.*</p> <p>b) Destroy in office rejected requests 6 months after decision.</p> <p>c) Destroy in office notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave 3 years after employee returns or eligibility expires.</p> <p>d) Destroy in office remaining records 1 year after plan is terminated.</p>	Retention: 29 CFR 1627.3(b)(2)

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>BLOODBORNE PATHOGEN TRAINING Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.</p> <p>See also ASBESTOS TRAINING, page 52, item 6, and HAZARDOUS MATERIALS TRAINING RECORDS, page 58, item 21.</p>	Destroy in office after 3 years.	Retention: 29 CFR 1910.1030(h)(2)(ii)
9.	 <p>CERTIFICATION AND QUALIFICATION RECORDS Records concerning certification or qualification as required for employment, continued employment, or promotion.</p> <p>See also APPLICATIONS FOR EMPLOYMENT, page 51, item 3.</p>	<p>a) Destroy in office certificates 5 years after date of separation.</p> <p>b) Destroy in office instructional materials, assessments, and other related records when superseded or obsolete.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31</p>
10.	<p>DIRECTORIES, ROSTERS, OR INDICES Includes records listing employees, their job titles, work locations, phone numbers, e-mail addresses, and similar information.</p>	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	<p>DISABILITY SALARY CONTINUATION CLAIMS Forms used by disabled employees to apply for salary continuation benefits. Also include short-term disability claims forms and other related records.</p>	<p>a) Transfer original forms to Local Government Employees' Retirement System (LGERS) or Teachers' and State Employees' Retirement System (TSERS) for action when received.</p> <p>b) Destroy in office remaining records after 3 years.</p>	
12.	<p>DISCIPLINARY ACTIONS Correspondence (including e-mail) and other records concerning disciplinary actions taken against employees by personnel or supervisory staff, including records documenting terminations. Includes records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p> <p>b) Destroy in office all remaining records 2 years after resolution of all actions.</p>	<p>Authority: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31</p> <p>Subject to the public information provision delineated in the above authorities.</p>
13.	<p>DUAL EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with another local government agency.</p>	<p>a) Destroy in office approved requests and related records 1 year after employee terminates additional employment.</p> <p>b) Destroy in office denied requests and related records after 6 months.</p>	

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14. 	<p>EDUCATIONAL LEAVE AND REIMBURSEMENT</p> <p>Includes records requesting educational leave and tuition assistance, reimbursements, and other related records.</p> <p>See also LEAVE RECORDS, page 58, item 24.</p>	<p>a) Transfer records documenting approved leave requests to PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p> <p>b) Destroy in office records concerning denied requests 6 months after denial.* Destroy in office records concerning approved tuition reimbursements 3 years after reimbursement.*</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>
15. 	<p>ELIGIBILITY RECORDS</p> <p>Includes the I-9 forms, employment authorization documents filed with the U.S. Department of Labor, petitions filed by the agency, E-Verify documentation, and Selective Service Registration compliance forms.</p>	<p>a) I-9 forms have mandatory retention throughout the duration of an individual’s employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later.</p> <p>b) Destroy in office after 5 years employment authorization documents filed with the U.S. Department of Labor.</p> <p>c) Destroy in office immigrant or nonimmigrant petitions filed by the agency 3 years after employee separation.</p> <p>d) Destroy in office remaining records 1 year after employee separation.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 8 USC 1324a(b)(3)</p>
16. 	<p>EMPLOYEE ASSISTANCE PROGRAMS</p> <p>Records documenting assistance and counseling opportunities. Includes requests for information, referrals, forms, releases, correspondence, and other related records.</p>	<p>Destroy in office after 3 years.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17. 	<p>EMPLOYMENT SELECTION RECORDS Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. Includes interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, and similar records.</p> <p>See also APPLICATIONS FOR EMPLOYMENT, page 51, item 3, and APTITUDE AND SKILLS TESTING RECORDS, page 52, item 5.</p>	<p>a) Destroy in office background and criminal history checks after 5 years.</p> <p>b) Destroy in office remaining records 2 years after hiring decision.*</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)</p>
18. 	<p>EXIT INTERVIEW RECORDS Includes feedback from employees planning to separate from the agency.</p>	<p>Destroy in office after 1 year.</p>	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19. 	<p>FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS</p> <p>Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA, and other related records.</p> <p>See also LEAVE RECORDS, page 58, item 24.</p>	Destroy in office 3 years after leave ends.*	<p>Authority: 29 CFR 825.110</p> <p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p> <p>Retention: 29 CFR 825.500(b)</p>
20. 	<p>GRIEVANCES</p> <p>Includes initial complaint by employee, investigation, action, summary, and disposition.</p> <p>See also DISCIPLINARY ACTIONS, page 54, item 12, and PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p>	Destroy in office after 2 years.*	<p>Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1</p>

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	<p>HAZARDOUS MATERIALS TRAINING RECORDS Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors.</p> <p>See also ASBESTOS TRAINING, page 52, item 6, and BLOODBORNE PATHOGEN TRAINING, page 53, item 8.</p>	Destroy in office after 5 years.	Authority: 29 CFR 1910.120(p)(8)(iii) 10A NCAC 15
22.	<p>INTERNSHIP PROGRAM Records concerning interns and students who work for the agency.</p>	Destroy in office after 2 years.	
23.	<p>LAW ENFORCEMENT TRAINING Records concerning internal training for law enforcement personnel.</p>	Retain in office permanently.	
24.	<p> LEAVE RECORDS Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, etc. Also includes records documenting leave without pay.</p> <p>See also EDUCATIONAL LEAVE AND REIMBURSEMENT, page 55, item 14, FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS, page 57, item 19, and MILITARY LEAVE, page 59, item 26.</p>	<p>a) Destroy in office denied requests after 6 months.</p> <p>b) Destroy in office approved requests 3 years after return of employee or termination of employment.*</p>	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
25.	 <p>MEDICAL RECORDS Records concerning asbestos, toxic substances, and bloodborne pathogen exposure; medical examinations required by state or federal law; and records of injury or illness. (Does not include worker’s compensation or health insurance claim records.)</p>	<p>a) Destroy in office exposure records 30 years after date of exposure.*</p> <p>b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years.</p> <p>c) Provide medical records to employees who have worked for less than 1 year at time of separation.</p> <p>d) Destroy in office after 1 year records concerning physical examinations or health certificates.</p> <p>e) Destroy in office remaining records 30 years after employee separation.</p> <p><i>Retention Note: Records must be maintained separately from an employee’s personnel jacket. If part of a worker’s compensation claim, follow disposition for WORKERS’ COMPENSATION PROGRAM CLAIMS, page 66, item 50.</i></p>	<p>Authority: 29 CFR 1910.1020(e)</p> <p>Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1030(h)(1)(iii)</p> <p>Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d) 42 USC 12112(d)(3)</p>
26.	<p>MILITARY LEAVE Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA).</p> <p>See also LEAVE RECORDS, page 58, item 24.</p>	<p>Destroy in office 3 years after leave ends or employee separates from agency.*</p>	<p>Authority: 5 CFR 1208</p>

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27. 	<p>PERFORMANCE REVIEWS Information used to establish employees’ goals and primary tasks. Records used to evaluate each employee’s work performance.</p> <p>See also PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p>	Destroy in office after 3 years.	Confidentiality (applies only to performance evaluations): G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
28.	<p>PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, and position or job title.</p>	Transfer records to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Subject to the public information provision delineated in relevant General Statutes.

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29. 	<p>PERSONNEL RECORDS (OFFICIAL COPY) Official copy of personnel file maintained on each permanent and temporary agency employee. Includes basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment.</p> <p>Note: For agencies responsible for maintaining personnel files for criminal justice officers, please consult 12 NCAC 09C .0307 for the mandatory records of certification that must be housed in the personnel file.</p> <p>See also MEDICAL RECORDS, page 59, item 25.</p>	<p>a) Destroy in office after 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that agency; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that agency; date and general description of the reasons for each promotion with that agency; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the agency; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the agency setting forth the specific acts or omissions that are the basis of the dismissal.</p> <p>b) Destroy in office information necessary to verify benefits 30 years after date of separation.</p> <p>c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in the Records Retention and Disposition Schedule.</p>	Authority/ Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
30. 	<p>PERSONNEL RECORDS (SUPERVISOR COPY) Personnel jacket that is often maintained by supervisors.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p> <p>b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	POLICIES AND PROCEDURES (PERSONNEL)	a) Retain in office internal agency personnel policies and procedures permanently. b) Destroy in office remaining records when superseded or obsolete.	
32.	 POLYGRAPH RECORDS Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.	Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1 Retention: 29 CFR 801.30
33.	POSITION CLASSIFICATION, CONTROL, AND HISTORY Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics. Also includes listings providing classification, titles, and position numbers. See also POSITION DESCRIPTIONS , page 62, item 34.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
34.	POSITION DESCRIPTIONS Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years after superseded.	Retention: 29 CFR 1620.32

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	POSITION EVALUATIONS Forms used to evaluate the primary purpose of a position.	Destroy in office after 1 year.	
36.	RECRUITMENT RECORDS Includes ads and notices of overtime, promotion, and training. Also includes employment listings.	Destroy in office 1 year from date of record.	Retention: 29 CFR 1627.3(b)
37.	RETIREMENT RECORDS Includes plans and related records outlining the terms of employee pension and other deferred compensation plans.	a) Destroy in office records documenting deferred compensation 3 years after payment.* b) Destroy in office descriptive information about retirements plans 1 year after plan is terminated. c) Destroy in office records concerning employer-sponsored retirement plans 7 years after payment.* d) Transfer Local Governmental Employees' Retirement System (LGERs) forms to Department of State Treasurer. e) Transfer applicable records to PERSONNEL RECORDS (OFFICIAL COPY) , page 61, item 29.	Retention: 29 CFR 1627.3(b)(2)
38.	 SEASONAL AND CONTRACT WORKER RECORDS Records concerning seasonal or contractual employees who are not provided with or eligible for benefits.	Destroy in office 5 years after date of separation.	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1

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	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	<p>SECONDARY EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with a private entity.</p>	<p>a) Destroy in office approved requests and related records 1 year after employee terminates outside employment. b) Destroy in office denied requests and related records after 6 months.</p>	
40.	<p>SERVICE AWARDS AND COMMENDATIONS Includes award and selection committee reports, nominations, selection criteria, and similar administrative records relating to employee recognition or incentive programs. See also PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p>	<p>Destroy in office 2 years from date of record creation or the personnel action involved.</p>	
41.	<p>SUGGESTIONS AND SURVEYS Recommendations and feedback submitted by agency employees.</p>	<p>Destroy in office after 1 year.</p>	
42.	<p>TRAINING AND EDUCATIONAL RECORDS Includes employee-specific records (certificates, transcripts, test scores, etc.) relating to the training, testing, or continuing education of employees. See also CONFERENCES AND WORKSHOPS, page 68, item 4, and EDUCATIONAL LEAVE AND REIMBURSEMENT, page 55, item 14. Other required trainings are handled in ASBESTOS TRAINING, page 52, item 6, BLOODBORNE PATHOGEN TRAINING, page 53, item 8, and HAZARDOUS MATERIALS TRAINING RECORDS, page 58, item 21.</p>	<p>a) Transfer records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29, if such training and testing is required for the position held or could affect career advancement. b) Destroy in office remaining records after 1 year.</p>	<p>Retention: 29 CFR 1627.3(b)(1)(iv)</p>

6

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
43. 	UNEMPLOYMENT COMPENSATION CLAIMS Claim forms and other related records concerning unemployment compensation cases.	Destroy in office after 3 years.*	Confidentiality: G.S. § 115C Art. 21A G.S. § 122C-158 G.S. § 130A-45.9 G.S. § 153A-98 G.S. § 160-168 G.S. § 161E-257.2 G.S. § 162A-6.1
44.	UNEMPLOYMENT COMPENSATION REPORTS Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with NC Division of Employment Security.	Destroy in office after 3 years.*	
45.	UNEMPLOYMENT INSURANCE Forms submitted to the Department of Commerce to report wage records of terminated employees.	Transfer to the N.C. Department of Commerce, Division of Employment Security.	
46.	VERIFICATION OF EMPLOYMENT RECORDS Inquiries and responses concerning verification of an employee’s prior or current employment with the agency.	Destroy in office after 1 year.	
47.	VOLUNTEER RECORDS Records concerning individuals who volunteer to assist with various agency activities.	Destroy in office 2 years after completion of assignment.	
48.	WORK SCHEDULES AND ASSIGNMENTS Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.	Destroy in office after 1 year.	

6

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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	<p>WORKERS' COMPENSATION PROGRAM ADMINISTRATION</p> <p>Includes program policies, guidelines, and related administrative documentation.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
50.	<p> WORKERS' COMPENSATION PROGRAM CLAIMS</p> <p>Records concerning workers' compensation claims filed by employees' supervisors concerning accidental injuries or illnesses suffered on the job. Includes Employer's Report of Injury to Employee (Form 19), accident investigation reports, medical reports, claim cost reports, reference copies of medical invoices, and other related records.</p> <p><i>Note: All official copies of claims records should be transferred to the North Carolina Industrial Commission in compliance with G.S. § 97-92(a).</i></p>	<p>Destroy in office agency's working file for workers' compensation claims by its employees 5 years after employee returns to work or separates from agency.</p>	<p>Confidentiality: G.S. § 8-53 G.S. § 97-92(b)</p>

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STANDARD 7: PUBLIC RELATIONS RECORDS
 Official records and materials created and accumulated by internal public relations programs operated by the agency.

STANDARD 7: PUBLIC RELATIONS RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>AGENCY PUBLICATIONS Publications created at agency expense. Also includes correspondence and other related records regarding the design and creation of agency publications.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy publications management records after 5 years. c) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	
2.	<p>AUDIO-VISUAL RECORDINGS Recordings (including digital) and films produced by the agency. This does not include recordings of public meetings or security videos.</p> <p>See also AUDIO AND VIDEO RECORDINGS OF MEETINGS, page 2, item 7, and OFFICE SECURITY RECORDS, page 12, item 46.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	
3.	<p>COMMUNITY AWARDS Records concerning awards by the agency recognizing community contributions.</p>	<p>a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____</p>	

7

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ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>CONFERENCES AND WORKSHOPS Records concerning conferences and workshops conducted by agency employees. Includes slides, charts, transparencies, handouts, and other related records used in presentations.</p> <p>See also TRAINING AND EDUCATIONAL RECORDS, page 64, item 42.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
5.	<p>EDUCATIONAL MATERIALS Materials produced for usage by teachers or tour groups. Includes lesson plans, activities, and other related records.</p>	<p>Destroy in office when superseded or obsolete.</p>	
6.	<p>FUND DRIVE AND EVENT RECORDS Records documenting the promotion and organization of fund drives and other special events in which the agency participated. Includes records concerning solicitations requesting and donations providing money or in-kind donations for agency programs. Also includes invitations, registration materials, agendas, handouts, presentations, and programs.</p> <p>See also DONATIONS AND SOLICITATIONS, page 22, item 21.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records when superseded or obsolete.</p>	
7.	<p>INVITATIONS Invitations sent and received concerning agency and external functions.</p>	<p>Destroy in office after event occurs.</p>	

7

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ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	MEDIA FILE Reference copies of newspaper, magazine, and other media clippings concerning the agency, agency officials, and other topics of interest.	Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____	
9.	POPULAR ANNUAL FINANCE REPORT Comprehensive annual financial report (CAFR)	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
10.	PUBLIC HEARINGS Includes agendas, minutes, notices, speaker sign-up sheets, and similar documentation.	a) Retain in office minutes permanently. b) Destroy in office remaining records after 1 year.	
11.	PUBLIC RECORDS REQUESTS Formal requests submitted by persons seeking access to agency records along with documentation of agency response.	Destroy in office 2 years after resolution.* <i>Note: These disposition instructions apply only to the request, internal agency records related to searching for and preparing responsive records, and communication of response; the documents that are responsive to public records requests should be handled according to their respective disposition instructions. However, if the agency also retains separate copies of the documents that are responsive to public records requests, they may also be destroyed 2 years after completion of the request.</i>	
12.	PUBLICITY RECORDS Records concerning overall public relations of agency. Includes advertisements, announcements, correspondence (including e-mail), photographic materials, news and press releases, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.*	

7

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ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	SOCIAL MEDIA	See APPENDIX (page 79) for guidance in handling social media.	
14.	SPEECHES Speeches made by agency officials.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.† Agency Policy: Destroy in office after _____	
15.	WEBSITE (ELECTRONIC) Records created and maintained in paper and electronic formats concerning the creation and maintenance of the agency’s presence on the World Wide Web. Includes correspondence (including e-mail), procedures, instructions, website designs, HTML/XHTML, or other web-based file formats, and other related records. See also WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE , page 42, item 19.	a) Capture website annually or whenever a major revision in design and/or content has taken place, whichever occurs first. Retain captured content in office permanently. Can be maintained as website snapshots or via Web crawler. b) Destroy in office remaining records when superseded or obsolete.	

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STANDARD 8: RISK MANAGEMENT RECORDS
 Official records created and accumulated to manage risks in the agency.

STANDARD 8: RISK MANAGEMENT RECORDS			
ITEM #	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE)</p> <p>See also WORKERS' COMPENSATION PROGRAM CLAIMS, page 66, item 50.</p>	<p>a) Transfer records resulting in workers' compensation to WORKERS' COMPENSATION PROGRAM CLAIMS, page 66, item 50.</p> <p>b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.*</p> <p>c) Destroy in office adult non-employee reports 3 years after settlement or denial of claim.*</p> <p>d) Destroy in office reports that do not result in claims or official action after 3 years.</p> <p>e) Destroy in office reports of minors after minor has reached age of 21.</p>	
2.	ASBESTOS MANAGEMENT PLAN	<p>a) Destroy in office 1 year after building is demolished.</p> <p>b) If building is sold, transfer records to new owner.</p>	Retention: 29 CFR 1910.1001(j)(3)(ii)
3.	DECLARATIONS AND TERMINATIONS OF STATES OF EMERGENCY	Retain in office permanently.	Authority: G.S. § 166A-19.22

8

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ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4. 	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes background surveys, studies, reports, and records concerning the process of notifying personnel in the event of an emergency. Also includes Continuity of Operations Plans (COOP) and Business Continuity Plans (BCP).	Destroy in office when superseded or obsolete.	Confidentiality: G.S. § 132-1.7
5.	DISASTER RECOVERY Administrative records documenting recovery efforts.	a) Retain in office permanently records documenting major agency disaster recovery efforts b) Destroy in office after 3 years records concerning minor or routine agency recovery operations that are managed with minimal disruption to normal operations.	
6.	EMERGENCY DRILLS AND EQUIPMENT RECORDS Includes test records for fire suppression, defibrillator, respirator fit, and other emergency equipment. Also includes records concerning agency emergency and fire drills.	Destroy in office when superseded or obsolete.	
7.	EMPLOYEE SECURITY RECORDS Records concerning the issuance of keys, identification cards, parking assignments, passes, etc., to employees.	Destroy in office when superseded or obsolete.	
8.	FIRE, HEALTH, AND SAFETY RECORDS Records concerning agency safety measures. Includes reports, logs, and other related records documenting inspections of agency facilities.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	FUEL OIL STORAGE TANK RECORDS	Destroy in office closure records 3 years after completion of permanent closure.	Authority: 40 CFR 280.34 Retention: 40 CFR 280.74
10.	HAZARDOUS MATERIALS MANAGEMENT Records related to hazardous materials and hazard mitigation plans.	a) Destroy in office after 30 years records related to hazardous materials, including biowaste. b) Destroy in office after 5 years records concerning the receipt, maintenance, and disposal of radioactive materials. c) Destroy in office 3 years after superseded or obsolete records concerning hazard mitigation plans.	
11.	INSURANCE POLICIES Records concerning automobile, theft, fire, and all other insurance policies purchased by agency. Also includes insurance audits, claims reports, surveys, endorsements, certificates of insurance, and waivers.	a) Destroy in office records concerning automobile and other liability insurance policies 10 years after superseded or obsolete.* b) Destroy in office certificates of insurance after 1 year. c) Destroy in office self-insurer certifications 6 years from date of termination of policy or settlement of all claims. d) Destroy in office remaining records after 1 year after superseded or obsolete.	
12.	LOSS CONTROL INSPECTION REPORTS Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	LOST, STOLEN, OR DAMAGED PROPERTY REPORTS Includes citizen reports of property lost or stolen at agency. Also includes reports and employee narratives of vandalism to agency property.	Destroy in office after 2 years.*	
14.	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms. Includes ergonomic assessments for employees.	Destroy in office after 5 years.	Retention: 29 CFR 1904.33 29 CFR 1904.44
15.	SAFETY DATA SHEETS Forms supplied to agencies from manufacturers and distributors of hazardous materials for materials held by the agency.	Destroy in office 30 years after materials have been disposed of according to manufacturer's instructions. <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30-year period.</i>	Retention: 29 CFR 1910.1020(d)(1)(ii)(B)

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STANDARD 9: WORKFORCE DEVELOPMENT RECORDS

Official records created and accumulated by the agency to manage workforce development programs. Relevant legislation includes the Comprehensive Employment and Training Act, the Job Training and Partnership Act, the Workforce Investment Act, and the Workforce Innovation and Opportunity Act.

ITEM #	STANDARD 9: WORKFORCE DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>AUDIT/AUDIT RESOLUTIONS</p> <p>Records concerning reports from financial and compliance audits conducted on WIA programs in accordance with OMB Circular A-133. Includes audit reports and correspondence concerning audits and audit resolutions for the local area. Also includes federal and state audits.</p>	Destroy in office after 3 years.	Authority: OMB Circular A-133 29 CFR 97.26
2.	<p>LOCAL AREA JOB TRAINING PLAN RECORDS</p> <p>Records concerning the local board’s bid process for contracting workforce development programs.</p>	Destroy in office when superseded or obsolete.	Authority: 20 CFR 652.8
3.	<p>PARTICIPANT RECORDS</p> <p>Records concerning applicants, registrants, eligible applicants/registrants, participants, terminees, and employees who submit requests for services of the Dislocated Workers Program and Workforce Investment Act programs. Includes applications, client history, Employability Development Plans, program referral, monitoring notes, pay authorizations, release forms, and WIA follow-up questionnaires.</p>	Destroy in office 3 years after close of audit/final year expenditure.*	Authority: 20 CFR 652.8

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DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
-

Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn 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;
 - 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.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page 87) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/forms-government>).

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

A. E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](#)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

A. We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

A. The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

A. You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records?

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see **LEAVE RECORDS**, page 58, item 24).

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
 - Street centerline data
 - Corporate limits data
 - Extraterritorial jurisdiction data
 - Zoning data, address points
 - Orthophotography (imagery)
 - Utilities
 - Emergency/E-911 themes

Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

Q. What data formats, compression formats, and media should be used to preserve the data?

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

Q. *Who should be responsible for creation and long-term storage of archived data?*

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

MICROFILM

Q. Why do you still use microfilm?

A. Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

Q. What film services do you provide?

A. The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

Q. How do I get my minutes filmed?

A. We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternately, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Q. What if I need my books while they are being filmed?

A. Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

Q. Can I send you my minutes electronically?

A. We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

Q. I have some old minutes that are not signed. Can they still be filmed?

A. If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

Q. What if my books are destroyed after they have been filmed?

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
-

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
-

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

- A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:
- Managing public records in North Carolina
 - Scanning/digital imaging
 - Disaster preparedness and recovery
 - Confidentiality
 - Organizing paper and digital files
 - E-mail
 - Digital communications
-

Q. Will you design a workshop especially for our office?

- A.** Yes, we will. Let a Records Management Analyst know what type of training you need.
-

Q. Are workshops offered only in Raleigh?

- A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.
-

Q. Is there a fee for workshops?

- A.** Not at this time.
-

Q. Are the workshops available in an online format?

- A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, electronic records, and scanning.



Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of G.S. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature Title Date

Approved by:

Signature Requestor's Supervisor Date

Concurred by:

Signature Assistant Records Administrator State Archives of North Carolina Date

INDEX

1

1099 FORMS. *SEE* TAX FORMS

A

ABOLISHED POSITIONS, 50
ABSTRACTS OF MUNICIPAL ELECTIONS, 1
ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE), 71
ACCOUNTS PAYABLE, 18
ACCOUNTS RECEIVABLE, 18
ACCOUNTS UNCOLLECTABLE, 18
ACCREDITATION RECORDS, 1
ADDRESS POINTS, 32
ADMINISTRATION AND MANAGEMENT RECORDS, 1
ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES, 1
ADMINISTRATIVE INVESTIGATIONS, 50
AFFIDAVITS OF PUBLICATION, 43
AGENCY PUBLICATIONS, 67
AGENDA AND MEETING PACKETS, 1
AMBULANCE SERVICE BILLS AND RECORDS FOR EMERGENCY MEDICAL SERVICE. *SEE* ACCOUNTS PAYABLE
ANNEXATION FILE, 43
ANNUAL BUDGET, 19
APPLICATIONS FOR APPOINTMENT, 2
APPLICATIONS FOR EMPLOYMENT, 51
APPOINTMENT REPORTS, 2
APPRENTICESHIP PROGRAM RECORDS, 51
APTITUDE AND SKILLS TESTING RECORDS, 52
ARBITRAGE RECORDS, 19
ASBESTOS MANAGEMENT PLAN, 71
ASBESTOS TRAINING, 52
AUDIO AND VIDEO RECORDINGS OF MEETINGS, 2
AUDIO-VISUAL RECORDINGS, 67
AUDITS
 FINANCIAL, 19
 IT SYSTEMS, 37
 PERFORMANCE, 2
AUTHENTICATIONS, 43
AUTHORIZATION FORMS, 19

B

BANK STATEMENTS, 19
BANK STATEMENTS AND RECONCILIATIONS, 19
BENEFITS RECORDS, 52
BENEFITS REIMBURSEMENT PLAN. *SEE*

BIDS FOR DISPOSAL OF PROPERTY, 20
BIDS FOR PURCHASE, 20
BIOGRAPHICAL DATA. *SEE* HISTORY RECORDS
BLOODBORNE PATHOGEN TRAINING, 53
BLUEPRINTS AND SPECIFICATIONS, 3
BOND CLOSING RECORDS, 20
BOND REGISTER, 20
BONDS, 3
BONDS, NOTES, AND COUPONS, 20
BUDGET ADMINISTRATION RECORDS, 21
BUDGET EXECUTION RECORDS, 21
BUDGET REPORTS, 21
BUDGET REQUESTS AND WORKING PAPERS, 21
BUDGET RESOLUTIONS AND ORDINANCES, 21
BUDGET, FISCAL, AND PAYROLL RECORDS, 18
BULLETINS, 3
BUSINESS CERTIFICATION RECORDS, 3
BUSINESS DEVELOPMENT SUBJECT FILE, 3

C

CALENDARS OF EVENTS AND APPOINTMENTS, 3
CALL CENTER RECORDINGS. *SEE* CUSTOMER CALL CENTER RECORDINGS
CANCELED CHECKS. *SEE* BANK STATEMENTS AND RECONCILIATIONS
CASH REPORTS. *SEE* ACCOUNTS RECEIVABLE
CENSUS PROJECT RECORDS, 4
CERTIFICATION AND QUALIFICATION RECORDS, EMPLOYEE, 53
CHARTER RECORDS, 4
CHECK REGISTERS. *SEE* BANK STATEMENTS AND RECONCILIATIONS
CHECK STUBS. *SEE* BANK STATEMENTS AND RECONCILIATIONS
CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS, 4
CITIZEN SURVEYS, 5
CIVIL RIGHTS CASE RECORDS, 44
CIVIL RIGHTS RECORDS, 44
COLLECTED DATA, 5
COMMUNITY AWARDS, 67
COMPLAINTS (CITIZEN). *SEE* CITIZEN COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS
COMPREHENSIVE PLAN, 5
COMPUTER AND NETWORK USAGE RECORDS, 37
CONDEMNATION RECORDS, 45
CONFERENCES AND WORKSHOPS, 68
CONFLICTS OF COMMITMENT, 45
CONFLICTS OF INTEREST, 45

CONTRACT BUDGET REPORTS, 21
CONTRACT WORKER RECORDS, 63
CONTRACTS, LEASES, AND AGREEMENTS, 45
CORE DATA (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA
CORPORATE LIMITS, 32
CORRESPONDENCE (LEGAL), 46
CORRESPONDENCE AND MEMORANDA, 5
COST ALLOCATION PLANS, 22
CREDIT/DEBIT/PROCUREMENT CARD RECORDS, 22
CUSTOMER CALL CENTER RECORDINGS, 6

D

DAILY DETAIL REPORTS. *SEE* BUDGET REPORTS
DATA DOCUMENTATION (METADATA) (GIS RECORDS). *SEE* GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA)
DATA DOCUMENTATION RECORDS, 37
DATA MIGRATION RECORDS, 38
DATA WAREHOUSES, 38
DEBIT CARD PAYMENTS. *SEE* PAYMENT CARD DATA
DEBT FINANCING. *SEE* LOAN RECORDS
DECLARATORY RULINGS, 46
DELEGATION OF AUTHORITY RECORDS, 46
DEPOSITS. *SEE* ACCOUNTS RECEIVABLE
DESTRUCTIONS LOG, 77
DETAIL REPORT. *SEE* FINANCIAL REPORTS
DIGITIZATION AND SCANNING RECORDS, 38
DIRECT DEPOSIT FORMS. *SEE* ELECTRONIC FUNDS TRANSFERS
DIRECTORIES, ROSTERS, OR INDICES, EMPLOYEE, 53
DISABILITY SALARY CONTINUATION CLAIMS, 54
DISASTER AND EMERGENCY MANAGEMENT PLANS, 72
DISASTER RECOVERY, 72
DISCIPLINARY ACTIONS, 54
DONATIONS AND SOLICITATIONS, 22
DRUG AND ALCOHOL PROGRAMS FILE. *SEE* EMPLOYEE ASSISTANCE PROGRAMS
DUAL EMPLOYMENT, 54

E

EASEMENTS AND RIGHT-OF-WAY AGREEMENTS, 46
EDUCATIONAL ASSISTANCE, EMPLOYEE, 55
EDUCATIONAL LEAVE AND REIMBURSEMENT, 55
EDUCATIONAL MATERIALS, 68
EDUCATIONAL RECORDS, EMPLOYEE, 64
ELECTRONIC FUNDS TRANSFERS, 22
ELECTRONIC RECORDS POLICIES AND PROCEDURES, 38

ELIGIBILITY RECORDS, EMPLOYEE, 55
EMERGENCY DRILLS AND EQUIPMENT RECORDS, 72
EMPLOYEE ASSISTANCE PROGRAMS, 55
EMPLOYMENT SELECTION RECORDS, 56
ENCROACHMENTS, 46
EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS, 6
EQUIPMENT INVENTORIES, 9
EQUIPMENT REFERENCE RECORDS, 6
EQUIPMENT USAGE RECORDS, 6
ESCHEATS AND UNCLAIMED PROPERTY, 22
EXIT INTERVIEW RECORDS, EMPLOYEE, 56
EXPENDITURE REPORTS. *SEE* BUDGET REPORTS
EXTRATERRITORIAL JURISDICTIONS, 33

F

FACILITY ACCESSIBILITY FILE. *SEE*
FACILITY MAINTENANCE, REPAIR AND INSPECTION RECORDS, 7
FACILITY SERVICE AND MAINTENANCE AGREEMENTS. *SEE* CONTRACTS, LEASES, AND AGREEMENTS
FACILITY USAGE RECORDS, 6
FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS, 57
FEE SCHEDULES, 14
FILE PLAN, 89
FINANCIAL JOURNALS AND LEDGERS, 23
FINANCIAL REPORTS, 23
FIRE EXTINGUISHER RECORDS. *SEE* EMERGENCY DRILLS AND EQUIPMENT RECORDS
FIRE, HEALTH, AND SAFETY RECORDS, 72
FIXED ASSETS. *SEE* INVENTORIES
FORMS AND TEMPLATES, 7
FUEL OIL STORAGE TANK RECORDS, 73
FUND DRIVE AND EVENT RECORDS, 68

G

GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA, 30
GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA), 30
GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES, 30
GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS, 31
GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS, 31
GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS, 31
GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS, 30

GOVERNING AND ADVISORY BODY MEMBER FILES, 7
GOVERNMENT EMPLOYEES RETIREMENT SYSTEM
MONTHLY REPORTS, 23
GRANT PROPOSALS, 7
GRANTS, 8
FINANCIAL, 24
GRIEVANCES, 57

H

HAZARDOUS MATERIALS MANAGEMENT, 73
HAZARDOUS MATERIALS TRAINING RECORDS, 58
HEALTH CERTIFICATES, EMPLOYEE. *SEE* MEDICAL
RECORDS
HISTORY RECORDS (AGENCY AND EMPLOYEES, 8

I

I-9 FORMS. *SEE* ELIGIBILITY RECORDS
IMAGING RECORDS, 38
IMPROPER CONDUCT INVESTIGATIONS, 8
INDICES, 9
INFORMATION TECHNOLOGY (IT) RECORDS, 37
INFORMATION TECHNOLOGY ASSISTANCE RECORDS,
38
INSPECTION RECORDS. *SEE* EQUIPMENT AND
VEHICLE MAINTENANCE, REPAIR, AND
INSPECTION RECORDS
INSPECTION RECORDS, FACILITY, 7
INSURANCE POLICIES, 73
INTERAGENCY PROGRAMS, 9
INTERNAL STANDARDS AND PROCEDURES (GIS
RECORDS) \T, 30
INTERNSHIP PROGRAM, 58
INVENTORIES, 9
INVESTMENTS, 24
INVITATIONS, 68
INVOICES. *SEE* ACCOUNTS PAYABLE
IT DISASTER PREPAREDNESS AND RECOVERY PLANS.
SEE DISASTER AND EMERGENCY MANAGEMENT
PLANS

L

LAND OWNERSHIP RECORDS, 46
LEAVE RECORDS, 58
LEGAL OPINIONS, 47
LEGAL RECORDS, 43
LEGAL REVIEW RECORDS, 47
LEGISLATION AND REGULATORY RECORDS, 9
LGRS MONTHLY REPORTS. *SEE* GOVERNMENT
EMPLOYEES RETIREMENT SYSTEM MONTHLY
REPORTS

LITIGATION CASE RECORDS, 47
LOAN RECORDS, 25
LOCAL GOVERNMENT COMMISSION FINANCIAL
STATEMENTS, 25
LOGISTICS MATERIALS, 9
LONGEVITY PAY, 25
LOSS CONTROL INSPECTION REPORTS, 73
LOST, STOLEN, OR DAMAGED PROPERTY REPORTS,
74

M

MAIL, UNDELIVERABLE/RETURNED, 9
MAILING AND DISTRIBUTION RECORDS, 10
MAINTENANCE RECORDS. *SEE* EQUIPMENT AND
VEHICLE MAINTENANCE, REPAIR, AND
INSPECTION RECORDS
MAINTENANCE RECORDS, FACILITY, 7
MANAGEMENT STUDIES. *SEE* REPORTS AND STUDIES
MAPPING PROJECT RECORDS, 34
MAPS
ALL OTHER, 36
PARCEL, 35
PARKS, 35
MEDIA FILE, 69
MEDICAL RECORDS, EMPLOYEE, 59
MEMBERSHIP RECORDS, 10
METADATA (GIS RECORDS). *SEE* GEOGRAPHIC
INFORMATION SYSTEM (GIS) DATA
DOCUMENTATION (METADATA)
MILITARY LEAVE, 59
MINUTES (STAFF MEETINGS), 11
MINUTES OF PUBLIC BODIES, 11
MISCELLANEOUS (NON-BUILDING) APPLICATIONS,
LICENSES, AND PERMITS, 11
MONITORING RECORDS (GIS RECORDS). *SEE*
GEOGRAPHIC INFORMATION SYSTEM (GIS)
MONITORING RECORDS

N

NETWORK AND SYSTEM SECURITY RECORDS, 39
NETWORK DIAGRAMS, 39
NEWSPAPER CLIPPINGS. *SEE* HISTORY RECORDS
NOTICES OF PUBLIC MEETINGS, 12

O

OATHS OF OFFICE, 47
OCCUPATIONAL SAFETY AND HEALTH
ADMINISTRATION (OSHA), 74
OFFICE SECURITY RECORDS, 12

OPERATIONAL RECORDS (GIS RECORDS). *SEE*
GEOGRAPHIC INFORMATION SYSTEM (GIS)
OPERATIONAL RECORDS
ORDINANCE DEVELOPMENT RECORDS, 12
ORDINANCES, 12
ORTHOIMAGERY, 33
OSHA, 74

P

PARKING. *SEE* SECURITY RECORDS, EMPLOYEE
PAYMENT CARD DATA, 25
PAYROLL AND EARNINGS RECORDS, 25
PAYROLL DEDUCTION RECORDS, 26
PENSION PLAN ENROLLMENT FORMS, EMPLOYEE.
SEE RETIREMENT RECORDS
PERFORMANCE REVIEWS, EMPLOYEE, 60
PERMISSIONS, 48
PERSONNEL ACTION NOTICES, 60
PERSONNEL RECORDS, 50
PERSONNEL RECORDS (OFFICIAL COPY), 61
PERSONNEL RECORDS (SUPERVISOR COPY), 61
PEST CONTROL, 12
PETITIONS (CITIZEN). *SEE* CITIZEN COMMENTS,
COMPLAINTS, PETITIONS, AND SERVICE
REQUESTS
PETTY CASH. *SEE* ACCOUNTS RECEIVABLE
POLICIES AND PROCEDURES, 13
POLICIES AND PROCEDURES (PERSONNEL), 62
POLYGRAPH RECORDS, EMPLOYEE, 62
POPULAR ANNUAL FINANCE REPORT, 69
POSITION CLASSIFICATION, 62
POSITION CONTROL, 62
POSITION DESCRIPTIONS, 62
POSITION EVALUATIONS, 63
POSITION HISTORY, 62
POSITION REQUISITION AND ANALYSIS RECORDS.
SEE POSITION CLASIFICATION, CONTROL, AND
HISTORY
POWELL BILL RECORDS, 26
PRE-TRIAL RELEASE PROGRAM RECORDS, 48
PRICE QUOTATIONS, 13
PROCEDURES (GIS RECORDS). *SEE* GEOGRAPHIC
INFORMATION SYSTEM (GIS) INTERNAL
STANDARDS AND PROCEDURES
PROCLAMATIONS AND ORDERS, 13
PROJECT DOCUMENTATION (INFORMATION
TECHNOLOGY), 39
PROJECT RECORDS (GIS RECORDS). *SEE* GEOGRAPHIC
INFORMATION SYSTEM (GIS) PROJECT RECORDS
PROJECTS, 14
PROPERTY INVENTORIES, 9
PROPERTY MANAGEMENT RECORDS, 14

PUBLIC HEARINGS, 69
PUBLIC RECORDS REQUESTS, 69
PUBLIC RELATIONS RECORDS, 67
PUBLICATIONS RECEIVED. *SEE* REFERENCE (READING)
FILE
PUBLICITY RECORDS, 69
PURCHASE ORDERS, 26

Q

QUALIFIED PRODUCTS LISTS, 26

R

RATE SCHEDULES, 14
REASONABLE ACCOMMODATIONS, 48
REBATE (CITIZEN) PROGRAM RECORDS, 4
RECONCILIATIONS (FINANCIAL), 19
RECORDS BACKUPS, SYSTEM MAINTENANCE
RECORDS, 41
RECORDS MANAGEMENT, 14
RECRUITMENT RECORDS, 63
REFERENCE (READING) FILE, 15
REFUND REPORTS. *SEE* FINANCIAL REPORTS
REGULATORY RECORDS (EXTERNAL). *SEE*
LEGISLATION AND REGULATORY RECORDS
RELEASE FORMS, 49
REPAIR RECORDS. *SEE* EQUIPMENT AND VEHICLE
MAINTENANCE, REPAIR, AND INSPECTION
RECORDS
REPAIR RECORDS, FACILITY, 7
REPORTS AND STUDIES, 15
REQUEST FOR CHANGE IN LOCAL GOVERNMENT
RECORDS SCHEDULE, 86
REQUEST FOR DISPOSAL OF ORIGINAL RECORDS
DUPLICATED BY ELECTRONIC MEANS, 88
REQUEST FOR DISPOSAL OF UNSCHEDULED
RECORDS, 87
REQUESTS FOR INFORMATION, 16
REQUESTS FOR PROPOSALS, 16
REQUISITIONS, 27
RESOLUTION DEVELOPMENT RECORDS, 16
RESOLUTIONS, 16
RESPIRATOR PROGRAM RECORDS. *SEE* EMERGENCY
DRILLS AND EQUIPMENT RECORDS
RETIREMENT RECORDS, EMPLOYEE, 63
RETURNED CHECKS. *SEE* ACCOUNTS UNCOLLECTABLE
RISK MANAGMENT RECORDS, 71

S

SAFETY DATA SHEETS, 74
SALES AND USE TAX REPORTS. *SEE* TAX RETURNS

SALES INFORMATION. *SEE* ACCOUNTS RECEIVABLE
 SCANNING RECORDS. *SEE* DIGITIZATION AND
 SCANNING RECORDS
 SCHOLARSHIP RECORDS, 27
 SEASONAL WORKER RECORDS, 63
 SECONDARY EMPLOYMENT, 64
 SECURITY RECORDS, EMPLOYEE, 72
 SECURITY VIDEO RECORDINGS. *SEE* OFFICE SECURITY
 RECORDS
 SELF-INSURER CERTIFICATIONS. *SEE* INSURANCE
 POLICIES
 SERVICE AWARDS AND COMMENDATIONS, 64
 SERVICE REQUESTS (CITIZEN). *SEE* CITIZEN
 COMMENTS, COMPLAINTS, PETITIONS, AND
 SERVICE REQUESTS
 SHIFT PREMIUM PAY, 27
 SOCIAL MEDIA, 70, 79
 SOFTWARE LICENSE AND COPYRIGHT PROVISIONS
 RECORDS, 40
 SPACE NEED STUDIES. *SEE* REPORTS AND STUDIES
 SPECIAL EVENT RECORDS. *SEE* FUND DRIVE AND
 EVENT RECORDS
 SPEECHES, 70
 STANDARDS (GIS RECORDS), 30
 STATE AND OTHER COUNTY PROGRAMS. *SEE*
 REFERENCE (READING) FILE
 STATE OF EMERGENCY, 71
 STATEMENTS OF BACK PAY, 27
 STOLEN PROPERTY REPORTS, 74
 STRATEGIC PLAN. *SEE* COMPREHENSIVE PLAN
 STREET CENTERLINE, 34
 SUGGESTIONS, EMPLOYEE, 64
 SURPLUS PROPERTY, 16
 SURVEYS, EMPLOYEE, 64
 SYSTEM ACCESS RECORDS (INFORMATION
 TECHNOLOGY), 40
 SYSTEM DOCUMENTATION RECORDS, 40
 SYSTEM MAINTENANCE RECORDS: HARDWARE
 REPAIR OR SERVICE, 40
 SYSTEM MAINTENANCE RECORDS: RECORDS
 BACKUPS, 41

T

TAX FORMS, 28
 TAX RETURNS, 28
 TECHNICAL PROGRAM DOCUMENTATION, 41
 TELEPHONE LOGS. *SEE* ACCOUNTS PAYABLE
 TEMPORARY EMPLOYEE RECORDS. *SEE* PERSONNEL
 RECORDS (OFFICIAL COPY)
 TEXT MESSAGES, 79
 TIME SHEETS, CARDS, AND ATTENDANCE RECORDS,
 28

TRACKING MATERIALS, 16
 TRAINING RECORDS, EMPLOYEE, 64
 TRAVEL REIMBURSEMENTS, 28
 TRAVEL REQUESTS, 17
 TSERS MONTHLY REPORTS. *SEE* GOVERNMENT
 EMPLOYEES RETIREMENT SYSTEM MONTHLY
 REPORTS

U

UNEMPLOYMENT COMPENSATION CLAIMS, 65
 UNEMPLOYMENT COMPENSATION REPORTS, 65
 UNEMPLOYMENT INSURANCE, 65
 UTILITY USAGE LOG. *SEE* EQUIPMENT, FACILITY, AND
 VEHICLE USAGE RECORDS
 UTILITY USAGE LOGS AND BILLS. *SEE* ACCOUNTS
 PAYABLE

V

VEHICLE MAINTENANCE, REPAIR, AND INSPECTION
 RECORDS. *SEE* EQUIPMENT AND VEHICLE
 MAINTENANCE, REPAIR, AND INSPECTION
 RECORDS
 VEHICLE MILEAGE LOG. *SEE* EQUIPMENT, FACILITY,
 AND VEHICLE USAGE RECORDS
 VEHICLE REFERENCE RECORDS, 6
 VEHICLE REGISTRATION CARDS, 17
 VEHICLE TITLES, 49
 VEHICLE USAGE RECORDS, 6
 VENDORS, 29
 VERIFICATION OF EMPLOYMENT RECORDS, 65
 VETERANS COMMISSION QUARTERLY REPORTS. *SEE*
 REPORTS AND STUDIES
 VOIP RECORDS, 41
 VOLUNTEER RECORDS, 65
 VOUCHERS. *SEE* ACCOUNTS RECEIVABLE

W

W-2 FORMS. *SEE* TAX FORMS
 W-4 FORMS. *SEE* TAX FORMS
 WARRANTIES. *SEE* EQUIPMENT AND VEHICLE
 MAINTENANCE, REPAIR, AND INSPECTION
 RECORDS
 WEB MANAGEMENT AND OPERATIONS RECORDS:
 STRUCTURE, 42
 WEBSITE (ELECTRONIC), 70
 WORK ORDERS, 17
 WORK SCHEDULES AND ASSIGNMENT RECORDS,
 EMPLOYEE, 65
 WORKERS' COMPENSATION PROGRAM
 ADMINISTRATION, 66

WORKERS' COMPENSATION PROGRAM CLAIMS, 66
WORKFORCE DEVELOPMENT
 LOCAL AREA JOB TRAINING PLAN RECORDS, 75
WORKFORCE DEVELOPMENT
 AUDIT/AUDIT RESOLUTIONS, 75

WORKFORCE DEVELOPMENT
 PARTICIPANT RECORDS, 75
WORKFORCE DEVELOPMENT RECORDS, 75
WORKSHOPS, 68



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

**ADMINISTRATIVE REPORTS:
ADMINISTRATION**

Town Administration report for the period of April 1 to April 28, 2019.

Monthly Statistics

Public Meetings	6
Inter-Organizational /Intergovernmental Meetings	10
Agendas Prepared	5
Minutes Transcribed	6
Resolutions Drafted	3
Public Records Requests Processed	1
Water Bills Processed	674
Leak Adjustments	0
New Water Accounts Established	0
Purchase Orders	91
Professional Development Hours	16
Sunshine List Messages	6
Website Posts	11
Social Media Posts	4
Code Red Alerts	1
Workers Compensation Claims	0

Upcoming Events and Schedule Changes

- 0
-

Comments

- N/A
-

Staff Communications

- N/A
-



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

**ADMINISTRATIVE REPORTS:
BUILDINGS AND INSPECTIONS**

Buildings and Inspections report for the period of April 1 to April 28, 2019.

Monthly Statistics

Building Permits Issued	8
Pending Building Permits	1
Building Inspections Performed	25
Stop Work Order Issued	0
Defective Building Posted	0
Denied Building Permits	0
Fire Inspections Performed	0
Fire Re-Inspections Performed	0
Fire Permits Issued	0
Fuel Costs	0

Comments

-
-

Staff Communications

-
-



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
 Tel: (828) 669-8002 | Fax: (828) 669-3810
 www.townofmontreat.org

**ADMINISTRATIVE REPORTS:
 SANITATION**

Sanitation Department report for the period of March 1 to March 28, 2019.

Monthly Statistics

Curbside Trash Collected (tons)	23.46
Pay-As-You-Throw Trash Bags Collected	22
Curbside Recycling Collected (tons)	3.49
Pay-As-You-Throw Recycling Bags Collected	22
Cardboard Recycling Collected (tons)	0.88
Unique Curbside Sanitation Stops	1,161
Sanitation Diversion Rate	0.129499
Bagged Leaf Pickup	139
Brush Pickup (cubic yards)	149.33
Hauling Fees	\$1,336.24
Tipping Fees	\$297.48
Dumpster Rental Fees	\$203.92
Sanitation Fuel	\$270.71
Contracted Employee Staff Hours	62

Upcoming Events and Schedule Changes

- N/A
-

Comments

- N/A
-

Staff Communications

- Please remember that bagged leaves are only picked up every other week between now and October.
- As always, please remember to tie your trash bags before setting them out for curbside pickup.



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

ADMINISTRATIVE REPORTS: STREETS

Streets Department report for the period of April 1 to April 28, 2019.

Monthly Statistics

Miles of Road Maintained	17.12
Miles of New Road Constructed	0
Public Trees Removed	4
Sand Applied to Roads (tons)	0
Ice Melt Applied to Roads (pounds)	0
Monthly Fuel Costs	430.57
Contracted Employee Staff Hours	0
Road Closures	2

Comments

- We are gaining ground on several of the projects from Storm Alberto. Thanks to the weather being decent.
-

Staff Communications

- 0
- 0
- Please keep a watchful eye out for contractors and our crew while road repairs are being made.



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ADMINISTRATIVE REPORTS: WATER AND PUBLIC WORKS

Water and Public Works report for the period of April 1 to April 28, 2019.

Monthly Statistics

Calls for Service	25
Water Leaks Repaired	0
New Water Lines Installed	0
Water Meters Read	674
Water Meter Replacements	2
Gallons of Water Produced	2,913,600
Monthly Fuel Cost	431.07
Hours Pumped (11 wells combined)	1,471

Upcoming Events and Schedule Changes

- 0
-

Comments

- N/A
- Yearly Hydrant maintenance will begin this month . If you experience any discolored water please contact the office .

Staff Communications

- 0
- 0
- 0
-



TOWN OF MONTREAT

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ZONING ADMINISTRATION

Zoning administration report for the period of April 1 to April 28, 2019.

Monthly Statistics

Approved Zoning Permits	1
Denied Zoning Permits	0
Pending Zoning Permits	1
Variance/Interpretation Granted	0
Conditional Use Permits Granted	0
Permit Extensions Granted	0
Sign Permits Issued	1
Notice of Violations	0

Comments

- N/A
-

Staff Communications

- N/A
-
-

0



**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019**

SUBJECT: Health Benefits Trust Renewal

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: B

Department: Administration

Contact: Alex Carmichael, Town Administrator

Presenter: Alex Carmichael, Town Administrator

BRIEF SUMMARY: Since early of 2017, the Town of Montreat has contracted with the Health Benefits Trust of the North Carolina League of Municipalities to provide health, dental, vision, and life insurance to Town employees. That contract expires annually without proactive renewal.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve contract renewal letter of the Health Benefit Trust for the period July 1, 2019 to June 30, 2020, and to authorize the Mayor to sign and execute said renewal

FUNDING SOURCE:

10-00-4200-060
10-10-5100-060

10-20-5550-060
10-20-5600-060

10-30-5800-060
30-91-8100-060

ATTACHMENTS:

Attachment A: Health Benefits Trust Renewal Letter for the Period July 1, 2019 – June 30, 2020

Attachment B: Health Benefits Trust Renewal Letter for the Period July 1, 2018 – June 30, 2019

STAFF COMMENTS AND RECOMMENDATIONS:

Last year the Town saw no rate increase with the Health Benefit Trust. This year, rates are increasing for health and dental insurance, but are remaining stable for vision and life insurance. For health insurance rates are increasing by \$164, per employee, per month (\$25,584 annual total.) For dental, the Town portion will remain the same, but if employees add dependents, those rates are increasing by between \$1.5 and \$27, per month, depending on the plan.

Staff recommends the approval and of the Health Benefits Trust Renewal as presented.



Town of Montreat

For the period July 1, 2019 – June 30, 2020

Plan	Employee Only	Employee & Spouse	Employee & 1 Child	Employee & Children	Family
Medical - Med 2000 20/30	\$890	\$2090	\$1336	\$1601	\$2669
Dental - Plan 3 - not ortho	\$40	\$80.5	\$84	\$84	\$105
Dental - Plan 2 - no ortho	\$30	\$60.5	\$63.5	\$63.5	\$80

Renewal Acknowledgement

The rates outlined above for your current benefit schedule will be effective July 1, 2019. Life, vision, std, and any other ancillary products pricing will stay the same. Please note that if you use a broker their fees will show on your July billing but are not reflected on this document. Please sign and date below to acknowledge acceptance as soon as possible, no later than Friday, May 31st. If you would like to review additional options, please contact your marketing representative.

Client Signature

Date Signed

**Once signed and dated, please return this form to:
FAX: (336) 970-2048 or EMAIL: NADickerson@medcost.com**



Town of Montreat
For the period July 1, 2018 – June 30, 2019

Plan	Employee Only	Employee & Spouse	Employee & 1 Child	Employee & Children	Family
Med 2000 20/30	\$726.00	\$1,706.00	\$1,090.00	\$1,307.00	\$2,178.00
Plan 3 - no ortho	\$39.00	\$79.00	\$82.00	\$82.00	\$103.00
Plan 2 - no ortho	\$30.00	\$59.00	\$62.00	\$62.00	\$78.00
Premier Plus	\$12.00	\$21.00	\$21.00	\$21.00	\$32.00
Basic	\$1.00	\$2.00	\$2.00	\$2.00	\$3.00
Premier	\$7.00	\$13.00	\$13.00	\$13.00	\$20.00

Renewal Acknowledgement

The rates outlined above for your current benefit schedule will be effective July 1, 2018. Please sign and date below to acknowledge acceptance as soon as possible, no later than Friday, May 25th. If you would like to review additional options, please contact your marketing representative.

 Client Signature

 Date Signed

**Once signed and dated, please return this form to:
 FAX: (336) 970-2048 or EMAIL: NADickerson@medcost.com**



**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019**

SUBJECT: Design Services for Greybeard Trail

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Administration
Contact: Alex Carmichael, Town Administrator
Presenter: Alex Carmichael, Town Administrator

BRIEF SUMMARY: During Tropical Storm Alberto in May of 2018, a portion of Flat Creek located next to the lower section of Greybeard Trail eroded and collapsed its bank, threatening the road. The contract with Civil Design Concepts (CDC) before you encompasses design services, contract bidding and project management.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve contract the Design Services Contract for Greybeard Trail with Civil Design Concepts, PA as presented, and to authorize the Mayor to sign and execute said contract.

FUNDING SOURCE:

15-20-5550-737

ATTACHMENTS:

Attachment: Proposal for Services – Exhibit A

STAFF COMMENTS AND RECOMMENDATIONS:

Damage to Greybeard Trail was identified by the Town as a high priority project after Tropical Storm Alberto. The Town engaged McGill and Associates to analyze damage and needs after the storm. McGill estimated that the design services would cost the Town \$63,500. The cost estimates from CDC is \$55,200, \$8,300 less than expected.



April 29, 2019

PROPOSAL FOR SERVICES – EXHIBIT A

SUBMITTED TO: Alex Carmichael
Town of Montreat
PO Box 423
Montreat, NC 28757

SUBMITTED FOR: Estimate for Design Services for Greybeard Trail
Asheville, North Carolina Project # TBD

I SCOPE OF SERVICES:

Thank you for allowing us to provide you this proposal with anticipated services and projected fees for the “Greybeard Trail” project. The following is an anticipated Scope of Services detailing services anticipated by Civil Design Concepts, P.A. and its consultants.

Information provided in this Scope of Services is based on our experience with past projects and our understanding of this project based on the information we have been provided to date.

A. Survey

1. Complete boundary survey, ground topo (1’ contours) and utility locates for project area.

B. Preliminary Feasibility / Analysis:

1. Attend project kick-off meeting with Owner and Design Team.
2. Coordinate available information and determine needs for additional information necessary to obtain approvals for the project.
3. Identify any improvements that may be necessary to accommodate full reinstallation of new wall and roadway section.
4. Complete preliminary analysis of the project and determine most cost-effective wall design to meet Town objectives.
5. Develop Base Maps from Boundary and Topographic Survey provided in digital AutoCAD format from as-built survey information provided by registered surveyor hired by owner.
6. Develop quality take off and preliminary cost estimate for site work.

7. Attend meeting with client. Develop timeline and strategy for proceeding to the next stage of construction documents.

C. Construction Documents: (This section indicates each of the permits that will be applied for and final plans to be issued).

1. Site / Staking Plan

Refine existing conceptual plans to incorporate changes requested by owner and comments received during the regulatory approval process.

2. Grading / Erosion Control / Storm Drainage Design

- a. Design grading plan to accommodate requirements of the NCDEQ. Plan will include erosion control and storm drainage layout.
- b. Submittal of Grading, Erosion Control and Storm Water Management Plan with supporting design calculations to the NCDEQ Erosion Control Department to secure Grading/ Erosion Control Permit and Storm Water Discharge Permit.
- c. Design of retaining wall system to be utilized. Design includes foundation preparation, backfill details, wall geometry, stacking details and cross sections.

3. Corps of Engineers Permit/Environmental Permitting

- a. Make submittal to US Army Corps of Engineers for Nationwide 404 Permit to approve stream impacts / bank stabilization. Permitting will be limited to repair existing impact and will not involve permitting any new stream impacts. It is anticipated that a Nationwide Permit will be utilized. Impacts in excess of this will be outside of this scope.

D. Contract Administration Services:

1. Bidding/Contract Execution

- a. Submit final construction drawings to owner for approval prior to bidding the project and incorporate any identified revisions accordingly.
- b. Prepare a final engineer's construction cost estimate to present to the Town.
- c. Prepare Public Bid Documents and Contract Documents necessary to complete the bidding process.
- d. Coordinate contract review and approval by Town and coordinate bid advertisement.

- e. Coordinate and conduct Pre-bid meeting.
 - f. Address questions from bidders and issue any required addenda to plan holders during bidding process.
 - g. Conduct bid opening at the time & location specified by the Town.
 - h. Review bids for accuracy, prepare certified bid tabulation, confirm bidders' qualifications and licensing, and make recommendation of award to the Town.
 - i. Assist in assuring contract documents are completed and executed completely including bonding and insurance requirements.
 - j. Assist in execution of Contract and issuance of Notice to Proceed.
2. **Administering Contract through Project Completion.**
- a. Review Applications for payment for concurrence with approved schedule of values and make recommendation to approve or deny.
 - b. If change order requests are made, review for legitimacy and accuracy and make recommendation to owner to deny or approve.
 - c. Upon Project completion assist owner in finalizing contract (Once all punch list items are completed) and releasing final lien waivers.

E. Construction Observation:

The following is a list of construction observation services, which will be provided as required and on an as needed basis.

1. Attend construction meetings as requested including required pre-construction, monthly and other meetings. Estimated number of meetings: six (6)
2. Review shop drawings and other submittals for compliance with approved plans.
3. Periodic Inspections to determine general compliance of the work with the plans and specifications, which inspection and/or approval shall not constitute a guarantee that the work complies with the plans and specifications and will not relieve the contractor of its primary obligation to adhere to the plans and specifications. Engineer shall have no obligation as to Contractor's means or methods or compliance with OSHA or other health and safety regulations. (20 visits estimated)
4. Provide construction materials testing services during construction. Review backfill, foundation preparation and all elected wall materials for conformance to design drawings.

5. Attendance at one final inspection for entire project to determine that the items have been installed in general conformance with the plans and specifications to prepare for final agency inspection.

II CLIENT RESPONSIBILITIES:

The Client shall provide Civil Design Concepts, P.A., with base site information in AutoCAD format, building plans, program descriptions, budget or other information as may be required to complete the work, or shall agree to reimburse Civil Design Concepts, P.A. for the cost of obtaining the information required. The Client shall hold harmless and indemnify Civil Design Concepts, P.A. against injury loss or damage arising out of the negligent acts, errors or omissions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals. The Client shall identify any special definitions or conditions required for invoicing for services rendered.

III ADDITIONAL SERVICES

All additional work requested by the Owner will be billed on an hourly basis or a negotiated lump sum fee. Extra work will include, but not be limited to:

1. Multiple phases of construction. (This proposal assumes single-phase construction.)
2. Design of off-site utility extensions necessary to serve the project other than described.
3. Change in scope of services as defined within this proposal.
4. Changes required due to contractor error.
5. Design modifications requested by Owner after submittals.
6. Design changes due to error in base survey information.
7. Flood study/ Permitting Services.
8. Fast track packaging of construction documents.
9. Construction documentation for exterior lighting. Concept design level drawings and fixture selection are included, if applicable. Lighting shop drawings by installation contractor to be required and will be reviewed by Landscape Architect.

IV SCHEDULE

Civil Design Concepts, P.A. will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

V COST FOR SERVICES

Fees for the above scope of services are estimated as follows:

A. Survey	\$ 5,500
B. Preliminary Feasibility/Analysis	\$ 4,500
C. Construction Documents:	\$ 27,500
D. Contract Administration:	\$ 8,500
E. Construction Observation:	<u>\$ 9,200</u>
TOTAL:	\$ 55,200

***Estimated fee based upon attached fee schedule. Actual costs at hourly rates of Civil Design Concepts, P.A. personnel assigned to project as follows:**

Principal Engineer	\$140/hr
Senior Project Engineer	\$125/hr
Associate Project Engineer	\$100/hr
Construction Administrator	\$100/hr
Senior Civil Engineer Technician	\$ 95/hr
Contract Administrator	\$ 90/hr
Civil Engineer Technician	\$ 80/hr
CAD Technician	\$ 70/hr
Construction Inspector	\$ 60/hr
Office Administrator	\$ 40/hr

Any work in addition to that outlined in the Scope of Services listed above will be billed on an hourly basis according to the rate schedule shown or a negotiated lump sum fee. Additional Services will only be performed under written authorization from the client. These rates are valid through December 31, 2019 at which time the client will be notified in writing of any rate changes.

Reimbursable expenses are not included in the cost of services. Reimbursable expenses shall include the following: long distance telephone, postage, fax, and photographs, travel @ \$0.60/mi., meals and other incidental expenses shall be a direct charge per receipts.

Printing and reproduction of plans and specifications will be billed at a 1.1 multiplier of cost.

Payment for services rendered shall be made monthly, due within ten days of the receipt of invoice, for all work completed through the last pay period in the preceding month or according to a schedule provided by the Client. Any invoice outstanding for more than 30 days after receipt will be subject to an interest charge of 1-1/2% per month.

VI PROPOSAL DURATION

This proposal shall be valid for thirty (30) days. Upon acceptance, it shall become an agreement between the Client and Civil Design Concepts, P.A.

VII ADDITIONAL TERMS AND CONDITIONS

Included are two (2) copies of our Consulting Services Agreement and this Proposal For Services. If the terms of the Agreement and the Proposal are acceptable, please execute both documents and return one (1) original copy of each to our office.

When executed this Agreement may be terminated for convenience within 15 days written notice by Civil Design Concepts, P.A. or Town of Montreat, or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. In the event of termination, Civil Design Concepts, P.A. shall be paid for all authorized services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by Civil Design Concepts, PA. due to termination of project by Client shall be paid by Client. Respectfully submitted April 29 2019



Digitally signed by Jesse Gardner
Date: 2019.04.29 12:41:50 -04'00'

April 29 2019

Jesse Gardner, P.E.
Civil Design Concepts, P.A.

(Date)

Alex Carmichael

(Date)

Town of Montreat

CONSULTING SERVICES AGREEMENT

This contract entered into April 29 2019 by & between Alex Carmichael, Town of Montreat hereinafter called the Client, & Civil Design Concepts, P.A.; Witnesseth that:

Whereas, the Client desires to engage Civil Design Concepts (sometimes referred to as "CDC") to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, Civil Design Concepts desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

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

1. Scope of Services: Civil Design Concepts shall provide the services attached hereto in the Exhibit A "Proposal For Services", dated April 29 2019 to this Agreement, hereinafter called services. Additional services will be invoiced in accordance with the attached rate and fee schedule.

2. Standard of Care: Civil Design Concepts will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered. CDC shall have the right to rely on any and all information furnished by Client without any requirement to verify same.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for Civil Design Concepts to proceed unless otherwise provided for in this Agreement or as otherwise modified by the attached project schedule.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect Civil Design Concepts cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement. Any additional services resulting from a change in scope of services will be pre-approved by the client.

5. Compensation: The Client shall pay the compensation to Civil Design Concepts set forth in the Exhibit "A", Section V. "Cost For Services", as described in the proposal attached hereto. Unless otherwise provided in the Cost For Services, Civil Design Concepts shall submit invoices to the Client monthly (by the 15th day of the month) for work accomplished under this agreement and the Client agrees to make payment to Civil Design Concepts within thirty (30) days of receipt of the invoices. Client further agrees to pay interest on all accounts invoiced and not paid or objected to for a valid cause in writing within said time period at a rate of 1-1/2 percent per month (18 percent per annum), until paid. Client agrees to pay Civil Design Concepts' cost of collection of the amounts due and unpaid after sixty (60) days, including but not limited to, court costs and attorney's fees. Civil Design Concepts shall not be bound by any provision such as contained in a purchase order or wherein Civil Design Concepts waives any rights to a mechanic's lien or any provision conditioning Civil Design Concepts' right to receive payment for its work upon payment to the Client by any third party. These general conditions are notice, where required, that Civil Design Concepts shall file a lien whenever necessary to collect past due amounts. The Client agrees that failure to make payment in full within thirty (30) days, or raise any specific objection to the services rendered or charge therefore shall constitute a waiver of any such objection or claim as to any issue Client may have and the failure to make payment or raise any objection as herein required shall bar any claim against CDC in tort or contract. It is also mutually agreed that should the Client fail to make prompt payments as described herein, Civil Design Concepts reserves the right to immediately stop all work under this agreement until all accounts are brought current or terminate this agreement, in the sole discretion of CDC.

6. Personnel: Civil Design Concepts represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted services, Civil Design Concepts may employ those services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by Civil Design Concepts shall be considered opinions of probable costs. These along with project economic evaluations provided by Civil Design Concepts will be on a basis of experience and judgment, but, since Civil Design

Concepts has no control over market conditions or bidding procedures, Civil Design Concepts cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions. Based thereon, Client waives any and all claims against CDC which arise out of any opinion of probable construction cost provided.

8. Termination: This Agreement may be terminated for convenience by either the Client or Civil Design Concepts with 15 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non performance within 5 days of written notice and diligently complete the correction thereafter. On termination, Civil Design Concepts will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: Civil Design Concepts liability for Client's damages will, in aggregate, not exceed 1,000,000 for the Scope of Services referenced herein. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether Civil Design Concepts liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Civil Design Concepts' directors, officers, employees and subcontractors. Limits of liability may be increased upon request by Client for additional fees paid.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either Civil Design Concepts or the Client without the prior written consent of the other. Assignability of this contract will not unreasonably be withheld.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: CDC shall retain all ownership and common law property rights in all documents, calculations, drawings, maps (together the "Documents"). Upon full and final payment to CDC pursuant to this contract, CDC will grant a one-time, nonexclusive license in the Documents for Client's use on this Project/ Client agrees that the deliverables are intended for the exclusive use and benefit of, and may be relied upon for this project only by the Client and will not be used otherwise. In the event Client fails to pay all sums when due, CDC reserves the right to withdraw its Documents from any governmental agency to which same have been submitted for the purpose of obtaining approvals or permits and Client acknowledges that it shall have no right to make any use of the Documents whatsoever unless payments are made to CDC in accordance with this Agreement. Client agrees that CDC shall have the right to obtain an injunction to restrain such use if at any time Client fails to make payments to CDC.

13. Excusable Delay: If performance of service is affected by causes beyond Civil Design Concepts control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold Civil Design Concepts, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against Civil Design Concepts which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Exhibit A, or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by Civil Design Concepts in performing its duties or from unauthorized use of the deliverables generated by Civil Design Concepts.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document: Exhibit A, "Proposal For Services"
for: Alex Carmichael
Company: Town of Montreat
Date: April 29 2019

Client Authorized Signature: _____
Print Name: Alex Carmichael
Title: Town of Montreat
Address: _____

Civil Design Concepts, P.A.

Signature:  _____
Name: Jesse Gardner, P.E.

Digitally signed by Jesse
Gardner
Date: 2019.04.29
12:41:31 -04'00'

**168 Patton Avenue
Asheville, NC 28801**

**52 Walnut Street – Suite 9
Waynesville, NC 28786**



**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019**

SUBJECT: Tax Collection Agreement

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Administration
Contact: Darlene Carrasquillo, Finance Officer
Presenter: Darlene Carrasquillo, Finance Officer

BRIEF SUMMARY: In 2005 the Town of Montreat entered into a contract with Buncombe County whereby the County collects taxes on the Town's behalf. The County has averaged a 99.76% collection rate for that period.

Buncombe County was approached by other municipalities to renegotiate their contracts and the County decided to afford all its entities with the same opportunity. After reviewing various models, Town staff determined that the current mode was the most economical for our size. Buncombe County offered to extend the current fee rates, while adding a process and fee for setting up and collecting new Special Assessments.

Town staff negotiated favorable reporting analysis and disbursement procedures.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve the Tax Collection Agreement with Buncombe County, effective July 1, 2019, as presented.

FUNDING SOURCE:

Contract Services 10-00-4200-450

ATTACHMENTS:

Attachment A: 2019 Collection Agreement
Attachment B: 2005 Agreement

STAFF COMMENTS AND RECOMMENDATIONS: Staff recommends the approval and adoption of the Collection Agreement with Buncombe County as presented.

NORTH CAROLINA

BUNCOMBE COUNTY

THIS AGREEMENT, made and entered into this 11th day of August, 2005, by and between the COUNTY OF BUNCOMBE (hereinafter called the "County"), a political subdivision of the State of North Carolina, BUNCOMBE COUNTY TAX COLLECTOR (hereinafter called the "Tax Collector"), and the TOWN OF MONTREAT (hereinafter called the "Town"), a municipal corporation organized under the laws of the State of North Carolina:

WITNESSETH:

WHEREAS, the County and the Town have power pursuant to General Statutes §153A-445(a)(1) and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the parties feel that it would be to their mutual advantage as well as the advantage of all citizens of the County and Town for the County to bill and collect both the County and Town taxes upon the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

1. That this agreement shall be effective August 15, 2005, and shall cover the collection of taxes for the fiscal year beginning July 1, 2005 and subsequent years so long as this agreement shall continue in force.
2. That during the term of this agreement Buncombe County will bill and collect for the Town of Montreat its real estate, business personal property and personal property taxes as well as motor vehicle taxes; provided, however, Buncombe County will not be responsible for collection of taxes prior to the ten-year statute of limitations.
3. That for its services in billing and collecting Town taxes, the Town will pay Buncombe County a commission of two percent (2%) of all current and back taxes, assessments, penalties and interest collected for the Town except for motor vehicle taxes collected under N.C.G.S. 105-330.5 for which tax collection fees are set at one and one-half percent (1 1/2%).

4. That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into the Town's North Carolina Capital Management Trust account on a weekly basis net of all collection fees.
5. That the Town agrees to adopt any County discount rate that may be afforded to citizens who pay their taxes early. It is understood the Town agrees to adopt a resolution to forgo collection of ad valorem tax bills that do not exceed five dollars (\$5.00) pursuant to G.S. 105-321(f). It is also understood the Town agrees to adopt a resolution regarding small overpayments and underpayments of one dollar or less (\$1.00) pursuant to G.S. 105-357(c).
6. That in addition to the foregoing fee, the Town agrees to pay the County the actual additional cost the County may incur as a result of future annexation by the Town; said additional cost, if any, shall be separately listed and itemized.
7. That in addition to the foregoing fee, the Town agrees to pay its pro rata share of any professional expenses which the County may incur in collection of Town and County taxes (e.g. attorney fees, appraisal expenses, auditing expenses, etc). The expenses herein contemplated are those which would be incurred to collect taxes requiring the use of professional help not available on the County Tax Administrator's staff. Buncombe County will exercise restraint in expenditures to collect tax bills for which the amount of tax to be collected is small and the likelihood of collecting is poor. The Town is aware that the County may decide to employ one or more outside agencies (such as collection agencies) to locate missing taxpayers for either a fixed fee or for a percentage of the taxes collected. The Town consents to such arrangement.
8. That the Buncombe County Tax Administrator and/or the Buncombe County Tax Collector shall maintain records showing the amount of taxes assessed and collected for the County separate and apart from the amount of taxes assessed and collected for the Town and other taxing units.
9. That insofar as practical and permitted by law, all steps in the collection of County and Town taxes shall be combined to the end that the consolidation of the two tax collecting departments shall be given the full scope authorized by law, and in this connection, the Town delegates to the County its authority to collect, compromise and settle disputed tax claims.
10. That only one bill shall be mailed to the taxpayer owing taxes to both of the taxing units, except for the motor vehicle tax, which is separately billed. In the event of a partial payment on such consolidating tax bill, the amount of such payment shall be proportionately credited against taxes due each unit.
11. The tax records relating to taxes due to the Town of Montreat shall be available to the Town of Montreat, its agents and employees at all reasonable times.

12. That the Buncombe County Tax Collector shall have full power and authority to collect taxes due the Town by any legal means and to perform any and all other duties imposed by law upon the Town Tax Collector with respect to Town of Montreat taxes.
13. That with respect to delinquent tax items due both the County and Town, the Buncombe County Tax Collector may cause actions to be brought for foreclosure of said tax liens in the name of the County or both the Town and the County. If taxes are delinquent to one of the taxing units and not to the other, tax suit may be brought in the name of the unit to which the taxes are due.
14. That penalties and interest collected from a taxpayer and discounts allowed to a taxpayer shall be properly apportioned between the County and the Town where the same taxpayer makes payments on property taxable by both units.
15. That the Town shall be furnished an analysis of each year's levy when it is compiled. The analysis will include billing scrolls by name, by parcel identification number and by tax value, Top 10 (ten) delinquent taxpayers list, TR-2 value report, Motor Vehicle reports, etc.
16. That either party may terminate this agreement by giving the other party ninety (90) days' written notice prior to April 1 of any year covered by this agreement.
17. Amendments to this agreement shall be effective only when reduced to writing and adopted in the same manner as this agreement.

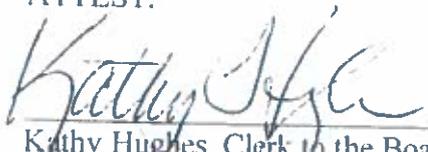
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their property officials, all by authority of a resolution of their governing bodies of each of their taxing unites duly adopted, this their day and year first above written.

BUNCOMBE COUNTY

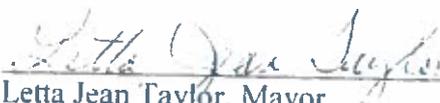
BY: 
Nathan Ramsey, Chairman
Board of County Commissioners

BY: 
Gary C. Roberts
Buncombe County Tax Collector

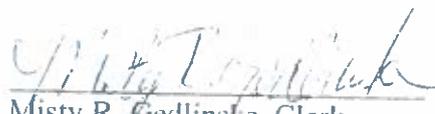
ATTEST:


Kathy Hughes, Clerk to the Board
Buncombe County Board of Commissioners

TOWN OF MONTREAT

BY: 
Letta Jean Taylor, Mayor
Town of Montreat

ATTEST:


Misty R. Gedlinske, Clerk
Town of Montreat

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Andrea H. Lee, a Notary Public in and for the aforesaid County and State, do hereby certify that Kathy Hughes, CLERK, personally came before me this day and duly acknowledged that she is the duly appointed CLERK TO THE BOARD OF COMMISSIONERS of the COUNTY OF BUNCOMBE; that Gary C. Roberts, personally appeared before me this day and duly acknowledged that he is the duly appointed TAX COLLECTOR of the COUNTY OF BUNCOMBE; and that Nathan Ramsey is the CHAIRMAN OF THE BOARD OF COMMISSIONERS of the COUNTY OF BUNCOMBE and that this agreement constitutes the full extent of the revision to and renewal of this contract and/or agreement duly adopted and recorded upon the official minutes, the foregoing instrument was duly signed in the name of the COUNTY OF BUNCOMBE by said CHAIRMAN, sealed with its corporate seal, and attested by herself as its CLERK, as the act and deed of the COUNTY OF BUNCOMBE, all by authority duly given by its governing body.

WITNESS my hand and Notarial Seal, this the 24th day of September, 2005.

Andrea H. Lee
Notary Public

My Commission Expires: 7 31 2010



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Meredith Y. Glenn, a Notary Public in and for the aforesaid County and State, do hereby certify that Misty R. Gedlinske, TOWN CLERK, personally came before me this day and duly acknowledged that she is the duly appointed TOWN CLERK of the TOWN OF MONTREAT, and that this agreement constitutes the full extent of the revision to and renewal of this contract and/or agreement duly adopted and recorded upon the official minutes, the foregoing instrument was duly signed in the name of the TOWN OF MONTREAT by its MAYOR, Letta Jean Taylor, sealed with its corporate seal, and attested by herself as its TOWN CLERK, as the act and deed of the TOWN OF MONTREAT, all by authority duly given by its governing body.

WITNESS my hand and Notarial Seal, this the 16 day of August, 2005.

Meredith Y. Glenn
Notary Public

My Commission Expires: 10/18/2009



NORTH CAROLINA

BUNCOMBE COUNTY

THIS AGREEMENT, made and entered into this ___ day of _____, 2019, by and between the COUNTY OF BUNCOMBE, a political subdivision of the State of North Carolina, (hereinafter sometimes referred to as "County") and the TOWN OF MONTREAT, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to as "Town");

WITNESSETH:

WHEREAS, the County and the Town have power pursuant to General Statutes 153A-445 and Article 20 of Chapter 160A of the North Carolina General Statutes to jointly exercise any function which they have been granted the power to exercise alone and to enter into contracts or agreements to specify the details of these joint undertakings; and

WHEREAS, the parties feel that it would be to their mutual advantage as well as the advantage of all citizens of the County and Town for the County to bill and collect both the County and Town taxes upon the terms and conditions hereinafter set out.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and for the purposes aforesaid, it is hereby agreed between the County and Town as follows:

1. This agreement shall cover the collection of taxes for a Three (3) year period beginning July 1, 2019 and ending June 30, 2022.
2. Unless sooner terminated as herein provided, the parties hereto may extend this Agreement for successive terms of three (3) years each provided such extensions are agreed to between the parties in writing.
3. That during the term of this agreement Buncombe County will bill and collect for the Town its real estate, business personal, personal property taxes, including the Town's fee charged for motor vehicles licensed within the Town, any taxes related to motor vehicles, and, subject to the provisions set forth below, any lien for special assessments made and confirmed by the Town (collectively "Town taxes"); provided, however, the parties hereto understand that the County must comply with applicable limitations on use of remedies as same are prescribed in GS §105-378.
4. That should the Town make any special assessments as authorized by Ch. 160A of the General Statutes then the Town shall make the following accommodations for County's collection of such special assessments:
 - a. Town shall provide County with at least 90 days advance notice of the date the Town anticipates that it will confirm any assessment roll;

- b. County shall be entitled to charge a one-time setup fee of \$7,500 in preparation for billing and collecting of the liens on each lot, parcel, or tract assessed;
 - c. County shall be entitled to charge a recurring annual fee of \$18.50 per bill on each lot, parcel, or tract assessed for the term of the assessment or until each such lien is paid in full whichever occurs first;
 - d. Town will be responsible for development of a special assessment file in the agreed-upon file format (included as Appendix to this Agreement). Town shall be responsible for the accuracy and integrity of the data provided in the file; and
 - e. Town will provide staff resources for data validation, testing, and other activities required during the setup phase.
5. That for its services in billing and collecting Town taxes for Fiscal Year 2020, the Town will pay the County 2% of all amounts collected on behalf of the Town beginning July 1, 2019.
6. That in addition to the foregoing fee, the Town agrees to pay the County the actual additional cost the County may incur as a result of future annexation by the Town; said additional cost, if any, shall be separately listed and itemized.
7. That in addition to the foregoing fee, the Town agrees to pay its pro rata share of any professional expenses which the County may incur in collection of Town and County taxes (e.g., attorney fees, appraisal expenses, auditing expenses). The expenses herein contemplated are those which would be incurred to collect taxes requiring the use of professional help not available on the County Tax Collector's staff. Buncombe County will exercise restraint in expenditures to collect tax bills for which the amount of tax to be collected is small and the likelihood of collecting is poor. The Town is aware that the County may decide to employ one or more outside agencies (such as collection agencies) to locate missing taxpayers for either a fixed fee or for a percentage of the taxes collected. The Town consents to such arrangement.
8. That the portion of tax collections to which the Town is entitled shall be paid to the Town by electronic transfer into the Town's North Carolina Capital Management Trust Account (herein "NCCMT") by monthly electronic transfer for the preceding month's receipts. The transfer analysis will be categorized by tax type, to include service fees, in order to facilitate bank reconciliations. Further, should any payment not be received within the time frame specified in this paragraph, the Town shall be entitled to receive interest lost for late payments into the Town's NCCMT from the County calculated as to the date and rate they would have received from the Town's NCCMT. It is agreed that upon request in writing by the County Finance Director, the Town Finance Director shall have the ability to waive the lost interest from late payments if the County has a reasonable explanation for the late payment. The waiver of the Town Finance Director shall not be unreasonably withheld.
9. That the Town agrees to adopt any County discount rate that may be afforded to citizens who pay their taxes early. It is understood the Town agrees to adopt a

resolution to forgo collection of ad valorem tax bills that do not exceed five dollars (\$5.00) pursuant to G.S. 105-321(f). It is also understood the Town agrees to adopt a resolution regarding small overpayments and underpayments of one dollar or less (\$1.00) pursuant to G.S. 105-357(c).

10. That the Buncombe County Tax Collector shall maintain records showing the amount of taxes assessed and collected for the County separate and apart from the amount of taxes assessed and collected for the Town and other taxing units.
11. That insofar as practical and permitted by law, all steps in the collection of County and Town taxes shall be combined to the end that the consolidation of the two tax collecting departments shall be given the full scope authorized by law, and in this connection, the Town delegates to the County its authority to collect, compromise and settle disputed tax claims.
12. That only one bill shall be mailed to the taxpayer owing taxes to both of the taxing units, except for any motor vehicle tax, which is separately billed. In the event of a partial payment on such consolidated tax bill, the amount of such payment shall be proportionately credited against taxes due each unit.
13. The tax records relating to taxes due to the Town shall be available to the Town, its agents and employees at all reasonable times.
14. That the Buncombe County Tax Collector shall have full power and authority to collect taxes due the Town by any legal means and to perform any and all other duties imposed by law upon the Town Tax Collector with respect to Town taxes.
15. That with respect to delinquent tax items due both the County and Town, the Buncombe County Tax Collector may cause actions to be brought for foreclosure of said tax liens in the name of the County, or both the Town and the County. If taxes are delinquent to one of the taxing units and not to the other, tax collection measures may be brought in the name of the unit to which the taxes are due.
16. That penalties and interest collected from a taxpayer and discounts allowed to a taxpayer shall be properly apportioned between the County and the Town where the same taxpayer makes payments on property taxable by both units.
17. That the County shall make available to the Town analysis of each year's levy when it is compiled. The analysis may include billing scrolls by name, by parcel identification number and by tax value, Top 10 (ten) delinquent taxpayers list, TR-2 value report, Motor Vehicle reports, etc.
18. That either party may terminate this Agreement effective at the end of the then current fiscal year by giving the other party written notice of termination of agreement on or before January 31 of any tax year covered by this Agreement.
19. Amendments to this agreement shall be effective only when reduced to writing and adopted in the same manner as this Agreement is required to be adopted.

20. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[Signature Pages Follows]

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND TOWN OF MONTREAT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their corporate names by their duly authorized officers, all by authority of their governing bodies of each of their taxing units duly adopted, this the day and year first above written.

BUNCOMBE COUNTY

By: _____
Brownie Newman, Chairman
Board of County Commissioners

ATTEST:

Lamar Joyner, Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, Notary Public for said County and State, has personal knowledge of the identity of Lamar Joyner, and hereby certifies that said Lamar Joyner, Clerk to the Board, personally appeared before me this day and acknowledged that he is Clerk to the Board of Commissioners of County of Buncombe and that Brownie Newman is the Chairman of the Board of Commissioners of Buncombe County, and that by authority duly given and as the act of the County of Buncombe, the foregoing instrument was signed in its name by said Chairman, sealed with its official seal, and voluntarily attested to by himself as its Clerk as the act and deed of the County of Buncombe, all by authority duly given by its governing body.

Witness my hand and notarial seal, this the ___ day of _____, 2019.

Notary Public

My commission expires

**SIGNATURE PAGE 1 OF 2 TO AGREEMENT BETWEEN
BUNCOMBE COUNTY AND TOWN OF MONTREAT**

TOWN OF MONTREAT

BY: _____
Tim Helms, Mayor
Town of Montreat

ATTEST:

Angie Murphy
Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Angie Murphy, Town Clerk, personally came before me this day and duly acknowledged that she is the duly appointed Town Clerk of the Town of Montreat, and that Tim Helms is the Mayor of the Town of Montreat, and that by authority duly given and as the act of the Town of Montreat, the foregoing instrument was signed in its name by said Mayor, sealed with its official seal, and voluntarily attested to by herself as its Clerk as the act and deed of the Town of Montreat, all by authority duly given by its governing body

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2019.

Notary Public

My Commission Expires:

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

Darlene Carrasquillo
Finance Officer, Town of Montreat



**TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019**

SUBJECT: Contract to Audit Accounts

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: F

Department: Administration

Contact: Alex Carmichael, Town Administrator

Presenter: Alex Carmichael, Town Administrator

BRIEF SUMMARY: Attached is a Contract to Audit Accounts for fiscal year ending 6/30/2019 with Martin, Starnes, and Associates, CPAs, P.A. The contract amount is \$18,800 for Audit and \$3,850 for Financial Statement Drafting. This represents an increase over last year's amounts of \$18,200 for Audit and \$3,800 for Financial Statement Drafting. The total increase is \$650.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Move to approve the Contract to Audit Services with Martin, Starnes, and Associates, CPAs, P.A., as presented, and authorize the Mayor and Town Administrator to sign and execute said contract.

FUNDING SOURCE:

Professional Services 10-00-4100-040

ATTACHMENTS:

Attachment: Contract to Audit Accounts for Fiscal Year Ending 6/30/2019

STAFF COMMENTS AND RECOMMENDATIONS:

Since 2010, Martin and Starnes has provided the Town of Montreat with audit and nonattest services in compliance with Governmental Accounting Standards Board (G.A.S.B.), United States Generally Accepted Accounting Principles (U.S.G.A.A.P.), and Generally Accepted Auditing Standards (G.A.A.S.). These services include both preparing and auditing financial statement for the Town.



At the April 11, 2019 Board of Commissioners retreat the Commission and staff discussed risks associated having one firm prepare and audit the Town's financial statements. Though staff believes that separating out these functions into different contracts would help to mitigate against potential risk, the Town will need time to prepare a bid, review and evaluate responses, and award a contract. It is too late in the current year for such a process without making this year's audit behind. Staff recommends preparing a bid process in late winter/early spring of 2020.

Staff recommends the approval and of the Contract to Audit Accounts as presented.

The of and	Governing Board Board of Commissioners
	Primary Government Unit Town of Montreat, NC
	Discretely Presented Component Unit (DPCU) (if applicable) NA

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Ave Dr SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

FEEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

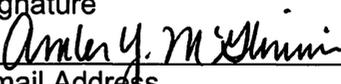
Primary Government Unit	Town of Montreat, NC
Audit	\$ See fee section of engagement letter
Writing Financial Statements	\$ See fee section of engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval	\$ 16,987.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	NA
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed) Amber Y. McGhinnis	Signature 
Date 04/30/19	Email Address amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit Town of Montreat, NC	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Timothy R. Helms, Mayor	Signature
Date	Email Address timmybob.566@gmail.com

Chair of Audit Committee (typed or printed, or "NA") William Gilliland	Signature
Date	Email Address bgilliland@townofmontreat.org

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer (typed or printed) Darlene Carrasquillo, Finance Officer	Signature
Date of Pre-Audit Certificate	Email Address dcarrasquillo@townofmontreat.org

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU NA	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed) NA	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 489 8183
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ♦ STARNES

& ASSOCIATES, CPAs, P.A.

“A Professional Association of Certified Public Accountants and Management Consultants”

April 30, 2019

Darlene Carrasquillo, Finance Officer
Town of Montreat
96 Rainbow Terrace
Black Mountain, NC 28711

You have requested that we audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Montreat, NC, as of June 30, 2019, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Montreat’s basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- Law Enforcement Officers’ Special Separation Allowance schedules
- Local Government Employees’ Retirement System’s schedules

Supplementary information other than RSI will accompany the Town of Montreat's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Supplemental ad valorem tax schedules

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the basic financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory section
- Statistical tables

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter

paragraph(s). If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town of Montreat's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the Town of Montreat's basic financial statements. Our report will be addressed to the governing body of the Town of Montreat. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Fixed:

Audit	\$	18,800
Financial Statement Drafting		3,850
Other Non-Attest Services		-
	\$	<u>22,650</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes

overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Montreat's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Cash to accrual entries

With respect to any nonattest services we perform as listed above, the Town of Montreat's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

The audit manager will review the audit workpapers and draft the financial statements and related footnotes. The audit partner will review the draft of the financial statements and footnotes. A final review of the financial statements and footnotes will be performed by a senior audit manager who is not otherwise involved in the Town's audit reporting process prior to submission of the report to the Local Government Commission.

If we determine that we are required to perform a single audit in accordance with the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, and these procedures and related fees were not included in our quoted fees, we may amend our audit contract and supplemental bill for these additional procedures.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous

errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the Town of Montreat.

Acknowledged and agreed on behalf of the Town of Montreat by:

Name: _____

Title: _____

Date: _____

Resolution # 19-05-002

STATE OF NORTH CAROLINA
TOWN OF MONTREAT

PETITION TO CLOSE PORTION
OF STREET RIGHT OF WAY

TO THE BOARD OF COMMISSIONERS OF
THE TOWN OF MONTREAT

The undersigned, as attorney for and on behalf of the Petitioner, Janet W. Haney, Trustee under trust agreement dated January 15, 1998, as amended, who is the owner of the property adjoining the portion of the street right of way described below, does hereby petition the Board of Commissioners of the Town of Montreat to close the following described portion of street right of way:

Being a portion of that street right of way known and identified as "TEXAS ROAD (EXTENDED)" and shown without a stated width on a plat entitled "PROPERTY OF MOUNTAIN RETREAT ASSOCIATION", duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina (hereinafter sometimes referred to as the "Registry") in Plat Book 29, Page 116 (hereinafter sometimes referred to as the "Plat"), lying Southwest of a line extending from a point in the Northwest margin of said right of way at the Easternmost corner of Lot 1233, South 35° 56' East across said right of way to the Southeast margin of said right of way. Reference is hereby made to the Plat for a more particular description of the aforesaid right of way, Lots, and other matters shown thereon.

The Petitioner does hereby certify that the closing of the above-described portion of street right of way will not be contrary to the public interest and that no individual owning property in the vicinity of the above-described portion of street right of way, and if it is located in a subdivision, no individual owning property in said subdivision will be deprived of reasonable means of ingress and egress to said owner's property.

The Petitioner's property joins the entire Northwestern margin of that portion of right of way of Texas Road (Extended) described above, and no Lots or other property are shown to be adjoining the Southeastern margin of said portion of right of way, nor the entire length of right of way of Texas Road (Extended) shown on the Plat. Therefore, there are no other owners of properties adjoining the above-described portion of street right of way that are shown on the Plat.

The following persons own properties not shown on the Plat, but shown on plats recorded in the Registry in Plat Book 50, Page 130 (hereafter "PB 50-130") and Plat Book 16, Page 92 (hereafter "PB 16-92"). Said last-mentioned plats do not show the right of way of Texas Road (Extended). Nevertheless, the Northern boundary of the Galloway Tax Lot 1003, being Lot 1429, PB 50-130 (being also all of Lot 483 and a Western portion of Lot 482, PB 16-92) and the Northern boundary of the Higgins Tax Lot 9999, being all of Lot 485 and the greater portion or all of Lot 484, shown on both PB 16-92 and PB 50-130, in fact, adjoin Southeastern margin of the portion of the right of way of Texas Road (Extended) described above. Said owners are identified as follows:

<u>PIN #</u>	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
0710-85-1003	James D. Galloway, Jr.	PO Box 66, Rock Hill, SC 29731-6066	(000) 000-0000
0710-74-9999	Higgins, Turley and Mary P.	752 Pinebough Lane, Rock Hill, SC 29732-1994	(000) 000-0000

WHEREFORE, the undersigned, as attorney for and on behalf of the Petitioner respectfully requests the Board of Commissioners of the Town of Montreat to adopt a resolution ordering the closing of the above-described street right of way.

Witness my signature this 1st day of May, 2019.

PETITIONER: BEGLEY LAW FIRM, PA, Attorney
for Janet W. Haney, Trustee u/t/a
Dated January 15, 1998, as Amended

By: Wm. Michael Begley, for the Firm

TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019

SUBJECT: Resolution Concerning Intent to Close Street Right of Way

AGENDA INFORMATION:

Agenda Location: General Business

Item Number: G

Department: Zoning

Contact: Adrienne Isenhower/Mike Begley

Presenter: Adrienne Isenhower

BRIEF SUMMARY: The property owner(s) at 163 Texas Road Extension, represented by Mr. Mike Begley, have submitted a petition requesting closure of a portion of the adjacent unopened right-of-way. The current owners plan to rebuild a new single family home after the current home is burned by the fire department. The plan is to locate the new home in the same location this would require encroachment upon the 30' front yard setback. The addition of the footage from the closure of the right-of-way would allow the home to be constructed outside of the setback. The first steps in the process for closing a right-of-way are a petition by the property owner and adoption of the Resolution of Intent calling for a public hearing by the Board of Commissioners. The Resolution is then sent to all adjacent property owners and the public hearing notice must be published for 4 successive weeks.

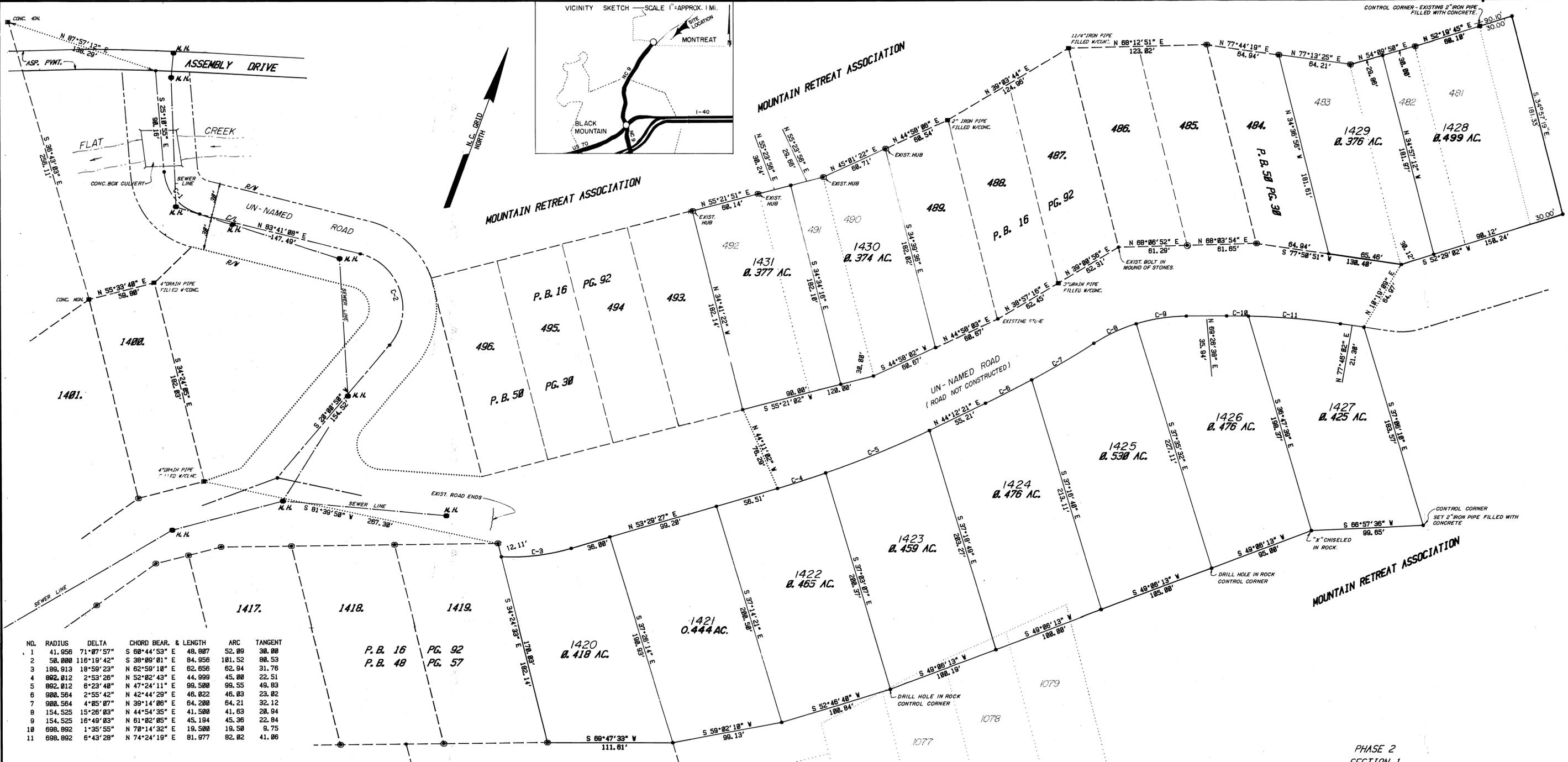
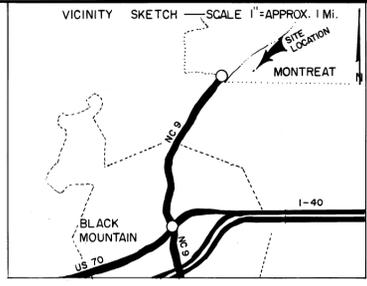
RECOMMENDED MOTION AND REQUESTED ACTIONS: Move or deny Resolution #19-05-001 concerning intent to close street right-of way at 163 Texas Road Ext.

FUNDING SOURCE: N/A

ATTACHMENTS: Resolution of Intent, Plat Book Map, Tax Map

STAFF COMMENTS AND RECOMMENDATIONS: None

50-130



NO.	RADIUS	DELTA	CHORD BEAR. & LENGTH	ARC	TANGENT
1	41.956	71°07'57"	S 68°44'53" E 48.807	52.80	38.00
2	58.898	116°19'42"	S 38°09'01" E 84.056	101.52	80.53
3	189.913	18°59'23"	N 62°59'18" E 62.856	62.94	31.76
4	892.812	2°53'28"	N 52°02'43" E 44.999	45.00	22.51
5	892.812	6°23'48"	N 47°24'11" E 99.500	99.55	49.83
6	988.564	2°55'42"	N 42°44'29" E 46.822	46.83	23.02
7	988.564	4°05'07"	N 39°14'06" E 64.208	64.21	32.12
8	154.525	15°26'03"	N 44°54'35" E 41.500	41.63	20.94
9	154.525	16°49'03"	N 61°02'05" E 45.194	45.36	22.84
10	698.892	1°35'55"	N 70°14'32" E 19.500	19.50	9.75
11	698.892	6°43'28"	N 74°24'19" E 81.977	82.02	41.06

I, GERALD W. STEVENSON, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION OF THE CONTROL SURVEY DOES NOT EXCEED 1/10,000, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 47-38 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 31st DAY OF AUGUST, 1984

Gerald W. Stevenson
GERALD W. STEVENSON R. L. S.
N. C. NO. L-2669

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE TO WIT:

I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT GERALD W. STEVENSON A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL, THIS 31st DAY OF Aug, 1984

MY COMMISSION EXPIRES AUGUST 11, 1988

Brenda C. George
NOTARY PUBLIC



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THE FOREGOING CERTIFICATE OF BRENDA C. GEORGE A NOTARY PUBLIC OF THE STATE AND COUNTY DESIGNATED, IS CERTIFIED TO BE CORRECT THIS 31st DAY OF August, 1984
OTTO W. DEBRUHL, REGISTER OF DEEDS, BUNCOMBE COUNTY, BY *Brenda C. George* DEPUTY, FILED FOR REGISTRATION ON THE 31st DAY OF August, 1984, AT 11:30 O'CLOCK A.M.

BY *Brenda C. George*, DEPUTY.

- LEGEND:
- IRON PIPE OR PIN SET
 - EXISTING IRON PIPE OR PIN
 - EXISTING CONCRETE MONUMENT

NOTE:
THERE IS A FIVE FOOT (5') UTILITY AND DRAINAGE EASEMENT RESERVED ON THE SIDES AND BACK OF ALL LOTS SHOWN HEREON.

BEARINGS SHOWN HEREON ARE N.C. GRID BEARINGS, DISTANCES SHOWN HEREON ARE GROUND LENGTHS AND HAVE NOT BEEN ADJUSTED TO GRID.

THIS MAP REVISES LOTS 1076 THRU 1079 RECORDED IN PLAT BOOK 16 PAGE 92, ENTITLED: MAP OF MONTREAT, OWNED BY THE MOUNTAIN RETREAT ASSOCIATION (SHEET 1).

THIS MAP ALSO INCLUDES A REVISION OF LOTS 481, 482, 483, 490, 491, & 492 OF P.B. 16 PG. 92, SHEET 1.

ALL LOTS SHOWN HEREON ARE SUBJECT TO THE SUBDIVISION ORDINANCE FOR THE TOWN OF MONTREAT WHICH IS FILED WITH THE PLANNING AND ZONING COMMISSION, TOWN HALL.

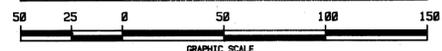
PHASE 2
SECTION 1
"THE RAINBOW"

OWNERS & DEVELOPERS
MOUNTAIN RETREAT ASSOCIATION
BLACK MOUNTAIN TOWNSHIP
BUNCOMBE COUNTY, NORTH CAROLINA



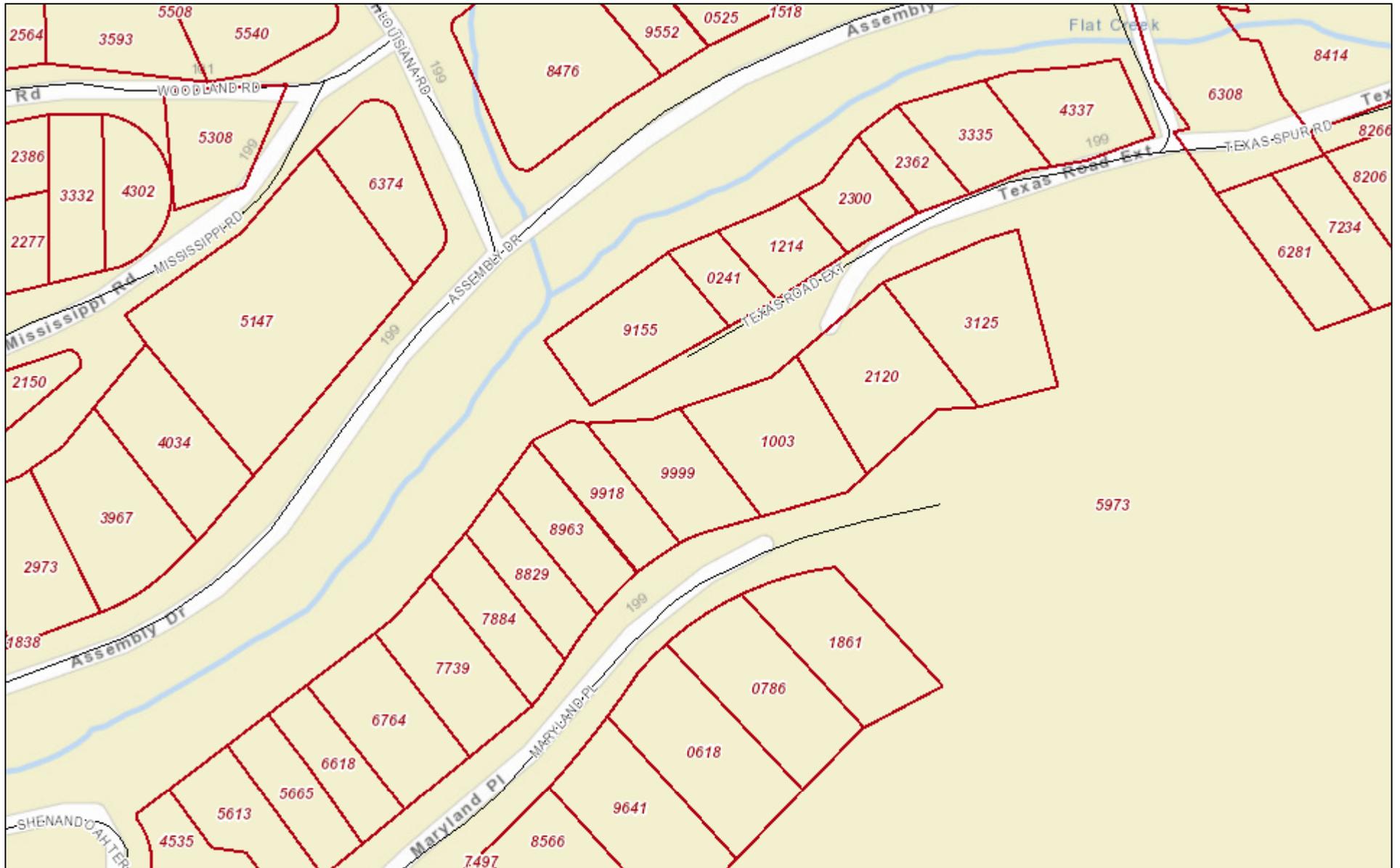
RECORD REFERENCES AND NOTATIONS
PLAT BOOK 16 PAGE 92 & PLAT BOOK 48 PAGE 57.

NO.	DATE	BY	FIELD PARTY	INITIAL DATE	JOB FILE NO.
1	08-07-84	JY JH JHY	H-P 0872A PLOTTER	8-25-89	8898-1122
				DATE	APPROVED BY
				1-17-84	
				AREA COMPUTATIONS BY D.M.D.	
				PRECISION 1 PART IN 10000	
				STARTING FILE NO. 48	
				WEBB A. MORGAN AND ASSOCIATES, P.A. ASHEVILLE, N.C.	
				REGISTERED LAND SURVEYORS REGISTERED IN N.C., TENN.	

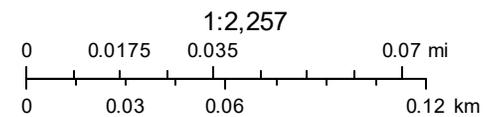


WEBB A. MORGAN AND ASSOCIATES, P.A. ASHEVILLE, N.C.
REGISTERED LAND SURVEYORS REGISTERED IN N.C., TENN.

Buncombe County

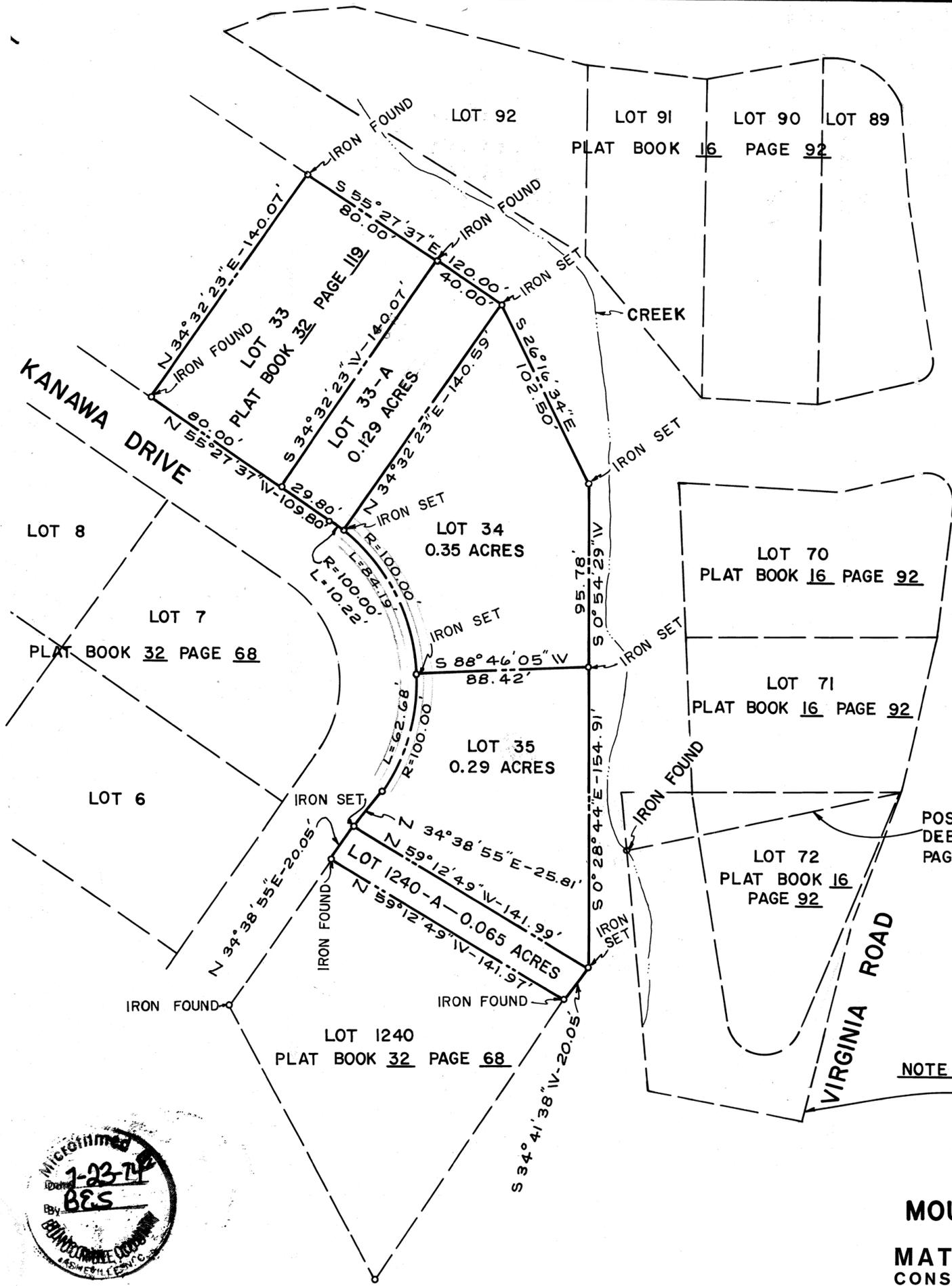


May 1, 2019



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

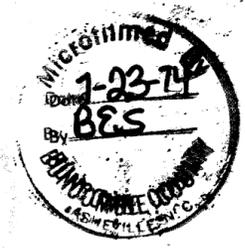
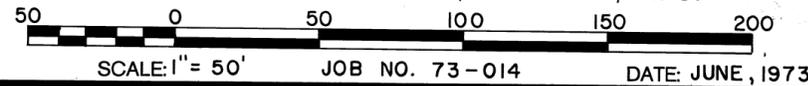
41/77



PLAT NORTH
REF: PLAT BOOK 32
PAGE 68

NOTE:
PROBABLE LOCATION
DEED BOOK 781 PAGE 88

PROPERTY SURVEY OF
 LOTS 33-A, 34, 35, & 1240-A
MOUNTAIN RETREAT ASSOCIATION
 MONTREAT TWP., BUNCOMBE CO., N.C.
MATHESON, HINTZ & ASSOCIATES
 CONSULTING ENGINEERS AND LAND SURVEYORS
 ASHEVILLE AIRPORT ROAD, FLETCHER, N. C.



STATE OF NORTH CAROLINA
 COUNTY OF Buncombe
 THE FOREGOING CERTIFICATE OF STATE AND COUNTY DESIGNATED, IS CERTIFIED TO BE CORRECT, THIS THE 25th DAY OF July, 1973
 BY: *William C. Neppes*, REGISTER OF DEEDS, *William C. Neppes*, COUNTY DEPUTY
 FILED FOR REGISTRATION ON THE 25th DAY OF July, 1973, AT 10:40 AM
 BY: *William C. Neppes*, REGISTER OF DEEDS, *William C. Neppes*, COUNTY DEPUTY

I, *Brenda Buchanan*, A NOTARY PUBLIC IN AND FOR THE COUNTY OF Buncombe, STATE OF NORTH CAROLINA, DO HEREBY CERTIFY THAT *Harry B. Byars, Jr.* BEFORE ME THIS DAY PERSONALLY ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT THIS THE 3 DAY OF July, 1973
 BY: *Brenda Buchanan*, MY COMMISSION EXPIRES: *March 25, 1975*

HARRY B. BYARS, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 AN ACTUAL FIELD SURVEY; THAT THE ERROR OF CLOSURE OF THE SURVEY AS CALCULATED BY LATITUDES AND DEPARTURES DOES NOT EXCEED 1/1500
 THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED.
 WITNESS MY HAND AND SEAL THIS THE 3 DAY OF July, 1973
 REGISTRATION NO. *P.E. 5037*

**RESOLUTION #19-05-002 CONCERNING INTENT
TO CLOSE STREET RIGHT OF WAY**

A Petition has been filed with the Board of Commissioners of the Town of Montreat, North Carolina, pursuant to North Carolina General Statute Section 160A-299 to close permanently a portion of street right-of-way.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Montreat:

1. Pursuant to North Carolina General Statute Section 160A-299, the Board of Commissioners declares its intent to close the following described unopened portion of street right-of-way:

Beginning at an iron pin in the western margin of Virginia Road located North 07° 12' 08" East 70.31 feet from the southeastern corner of Lot 70 as shown on the plat recorded in Plat Book 16 at Page 92 in the Office of the Register of Deeds for Buncombe County, North Carolina, and from said Beginning point thus established, on a curve to the left with a radius of 14.24 feet and a chord bearing and distance of North 46° 34' 41" West 22.75 feet to an iron pin in the northern line of Lot 70; thence with the northern line of Lot 70 South 78° 29' 06" West 40.06 feet to a rebar; thence North 86° 29' 13" West 115.58 to a point; thence leaving the northern line of Lot 70 and running in a northerly direction to a rebar located at the southwest corner of Lot 91 as shown on the above-referenced plat; thence with the southern line of Lots 91, 90 and 89, the following four (4) courses and distances: (1) South 68° 13' 31" East 52.54 feet to a rebar, (2) South 78° 42' 28" East 63.11 feet to a rebar, (3) North 78° 22' 45" East 52.89 feet to a concrete monument in the southern line of Lot 89, and (4) continuing with the southern line of Lot 89 on a curve to the left to the western margin of Virginia Road; thence with the western margin of Virginia Road in a southerly direction to the point and place of Beginning, as shown on the preliminary survey by High Country Surveyors, Inc. dated October 10, 2018.

Being the portion of the unopened street right-of-way (i) the Southern margin of which adjoins the Northern boundary of Lot 70 and the 0.06 acre tract described in the deed recorded in Book 1836 at Page 430 and (ii) the Northern margin of which adjoins the Southern boundary of Lots 89, 90, and 91; extending in a Western direction from its Eastern terminus at the Western margin of the right-of-way of Virginia Road to its Western terminus near a branch, all as shown on Sheet 3 of a plat entitled "Map of Montreat" duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 16, Page 92, reference to which said plat is hereby made for a more particular description of the aforesaid right of way, Lots, and other matters shown thereon.



TOWN OF MONTREAT

P. O. Box 423, Montreat, NC 28757
Tel: (828) 669-8002 | Fax: (828) 669-3810
www.townofmontreat.org

2. A public hearing on the question of closing said street right-of-way is hereby called at the Walkup Building, 300 Community Center Circle, Montreat, NC 28787 on Thursday, June 13, 2019 at 7:00 PM.
3. Following the public hearing called hereby, the Board of Commissioners shall consider the passage of an order closing the street right-of-way identified and described above.
4. The Town of Montreat Town Clerk is hereby directed to publish this Resolution once a week for four successive weeks in the *Black Mountain News*, or other newspaper of general circulation in Buncombe County.
5. The Town of Montreat Town Clerk is hereby directed to transmit a copy of this Resolution by registered or certified mail to each owner of property abutting upon that portion of said street right-of-way.
6. The Town of Montreat Town Clerk is further directed to cause adequate notices of the proposed closing and of the public hearing to be posted as required by North Carolina General Statute Section 160A-299.

I move the adoption of the foregoing Resolution.

_____, Commissioner

READ, APPROVED, AND ADOPTED, by a vote of ___ to ___, this the 9th day of May, 2019.

ATTEST:

Timothy R. Helms, Mayor

Angie Murphy, Town Clerk

Alex Carmichael, Town Administrator

TOWN OF MONTREAT BOARD OF COMMISSIONERS
REQUEST FOR BOARD ACTION
Meeting Date: May 9, 2019

SUBJECT: Resolution Concerning Intent to Close Street Right of Way

AGENDA INFORMATION:

Agenda Location: General Business

Item Number: H

Department: Zoning

Contact: Adrienne Isenhower/Mike Begley

Presenter: Adrienne Isenhower

BRIEF SUMMARY: The property owner(s) at 109 Virginia Road, represented by Mr. Mike Begley, have submitted a petition requesting closure of a portion of the adjacent unopened right-of-way. A shared driveway is currently located in this portion of right-of-way, utilized by both 109 Virginia Road and 111 Virginia Road. Correspondence from Mr. Begley indicates cross easements between these neighbors for private access and parking will be executed should the Town agree to the closure of the right-of-way. The first steps in the process for closing a right-of-way are a petition by the property owner and adoption of the Resolution of Intent calling for a public hearing by the Board of Commissioners. The Resolution is then sent to all adjacent property owners and the public hearing notice must be published for 4 successive weeks.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Move or deny Resolution #19-05-002 concerning intent to close street right-of-way at 109 and 111 Virginia Road.

FUNDING SOURCE: N/A

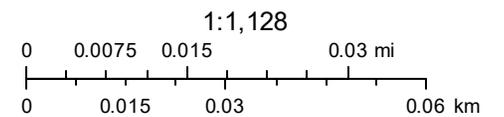
ATTACHMENTS: Resolution of Intent, Plat Book Map, Tax Map

STAFF COMMENTS AND RECOMMENDATIONS: None

Buncombe County



January 24, 2019



NCCGIA



**TOWN OF MONTREAT DEPUTY FINANCE OFFICER
OATH OF OFFICE**

"I, David P. Arrant do solemnly and sincerely swear that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me God."

Effective the 9th day of May, 2019.

David P. Arrant

Tim Helms, Mayor

Witness:

Angie Murphy

Witness:

Alex Carmichael