

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

MAY 2, 2019 – 5:45 P.M.

Council Chambers - City Hall

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance:** Led by Recipient of Mayor’s Civic Achievement Award
4. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
5. **Consideration of Agenda**
6. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes:**
 - i. April 4, 2019 Regular Meeting
 - ii. April 11, 2019 Special Meeting
 - B. **Consideration of Budget Amendments (3)**
 - C. **Consideration of Utilizing the Volunteer Firemen's Insurance Services, Inc. (VFIS) for Fire Department Property, Portable Equipment, and Auto Coverage**
 - D. **Consideration of Placing United Way Little Library in Sullivan Park**
 - E. **Consideration of N. Main Street Sidewalk and Water Project - Final Adjusting Change Order**
 - F. **Consideration of the Engagement with Greene Finney LLP for the Financial Audit of Fiscal Year ending June 30, 2019 and Receipt of the Auditor's Letter of Required Communication to Council**
 - G. **Consideration of Certificate of Sufficiency for the Satellite Annexation of Property Located at 1210 Shepherd Street**
 - H. **Consideration of Approval of Special Appropriations Full Funding List for FY 19-20**
 - I. **Consideration of Purchase of Real Property from the City of Asheville along the French Broad River for the Purpose of Constructing a Raw water intake**

- J. Consideration of a Resolution Accepting the Dedication of Certain Real Property Interests to the City of Hendersonville for the Multi-area Streambank Restoration Project
- K. Consideration of partner with Housing Assistance Corporation to Install Water and Sewer Lines in S. Oak Street in Return for Six Affordable Housing Units
- L. Consideration of a Resolution Authorizing the Execution of an Installment Financing Agreement, a Security Agreement and Related Documents in Connection with the Financing of Equipment
- M. Consideration of a Contract with SmartBill Ltd. for Billing and Insert Print/Mail Services

7. Recognitions/Presentations:

- A. Mayor's Certificate of Commendation for: Crystal Cauley and Diamond Cash in Recognition of the First Black Art and Craft Exhibition in Hendersonville
- B. Service Excellence Quarterly MVP Recognition
- C. Proclamation for Police Week

8. Consideration of Acceptance of a Grant from the North Carolina Recreation and Park Association (NCRPA) to Replace Playground Equipment at Sullivan Park and Playground Design

Presenter: Tom Wooten, Public Works Director

9. Consideration of Value Engineering for the Public Restrooms at 125 Fifth Avenue West
Presenter: Lew Holloway, Downtown Economic Development Director

10. Consideration of Multi-Area Streambank Restoration Project Tentative Award
Presenter: City Engineer Brent Detwiler

11. Presentation on Wash Creek Stormwater Master Plan
Presenter: Jennifer Diaz, Withers Ravenel

12. Presentation on Performance Management
Presenter: Preston Blakely, Intern

13. Consideration of a Resolution to Adopt the 2019 General Records Schedule for Local Government Agencies and Reaffirm that Portions of the Previously Adopted 2012 Municipal Schedule Are Still In Effect
Presenter: City Clerk Tammie Drake

14. Consideration of a Resolution Authorizing the City Attorney to File Actions Under NCGS Chapter 40A With Respect to Certain Real Properties In Henderson County
Presenter: City Attorney Sam Fritschner

15. Reports/Comments by Mayor and City Council Members

16. Staff Reports

- A. Investment Report

B. Report on Appointments to Boards/Commissions

17. New Business

18. Adjourn





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/24/2019

Presenter: John Connet

Date of Council Meeting to consider this item: 05/02/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06b

Budget Amendment Summary:

1. Fund 60 | No Change | \$2,199 | Part-Time Employee Budget
2. Fund 454 | Increase | \$6,074 | Main St. Restrooms Construction Administration
3. Fund 32 | Increase | \$21,790 | North Main Sidewalk Improvement Final Change Order

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Described Above

Suggested Motion:

I move City Council to approve the budget amendment(s) as proposed.

Attachments:

Budget amendment(s) below

BUDGET AMENDMENT

FUND: 60

ACCOUNT NUMBER				
ORG	OBJECT	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
607125	512900	SALARIES & WAGES P/T	2,199.00	
607110	569000	CONTRACTED SERVICES		2,199.00
FUND 60		TOTAL REVENUES	-	-
		TOTAL EXPENDITURES	2,199.00	2,199.00

Budget amendment to adjust an overage resulting from the part-time temporary assistance of an employee in the Water and Sewer Operations Support Division.



CITY MANAGER

Date: 4-4-19

APPROVED BY CITY COUNCIL: _____ DATE: 3/29/2019

BUDGET AMENDMENT

FUND: 20 | 454

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
209900	999454	TRANSFER TO RESTROOMS	6,074.00	
209910	599100	CONTINGENCIES		6,074.00
FUND 20				
TOTAL REVENUES			-	-
TOTAL EXPENDITURES			6,074.00	6,074.00
4540000	519000	PROFESSIONAL SERVICES	6,074.00	-
4540000	998020	TRANSFER IN FROM MAIN ST MSD	6,074.00	
FUND 454				
TOTAL REVENUES			6,074.00	-
TOTAL EXPENDITURES			6,074.00	-

An amendment to provide budget for construction administration with Samsel architects.

[Handwritten Signature]

 CITY MANAGER

Date: 4-17-19

APPROVED BY CITY COUNCIL: DATE: 5/2/2019

BUDGET AMENDMENT

FUND: 32

ACCOUNT NUMBER			INCREASE	DECREASE
ORG	OBJECT	DESCRIPTION OF ACCOUNT		
320000	519000	Professional Services	1,250.00	
320000	557000	Land	1,800.00	
320000	557500	Construction	18,740.00	
320000	483100	Interest Income	21,790.00	
FUND 32		TOTAL REVENUES	21,790.00	-
		TOTAL EXPENDITURES	21,790.00	-

An amendment associated with the final change order and pay applications for the North Main St. Sidewalk improvements project. The budget will increase by \$21,790 to facilitate the final costs.



 CITY MANAGER

Date: 04/29/19

APPROVED BY CITY COUNCIL: _____ DATE: 5/2/2019



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Joseph Vindigni, Fire Chief

Department: Fire

Date Submitted: April 22, 2019

Presenter: Joseph Vindigni, Fire Chief

Date of Council Meeting to consider this item: May 2, 2019

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 06c

The City of Hendersonville is currently insured through the NCLM for property, auto and equipment. Staff is proposing to utilize the Volunteer Firemen's Insurance Services, Inc. (VFIS) for the fire department in relation to property, portable equipment, and auto coverage. This change would give the fire department better coverage and guaranteed replacement without a schedule for all portable equipment, fire department property and apparatus. Currently with NCLM we do not have guaranteed replacement coverage for our fire department apparatus and in the event of an accident we would receive the depreciated value. Also, only some of our portable equipment is covered under the NCLM where VFIS will cover guaranteed replacement for all portable equipment.

Budget Impact: \$ 0 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Suggested Motion:

I move to authorize the City Manager to execute a contract with the Volunteer Firemen's Insurance Services, Inc. (VFIS) for property, portable equipment and auto for the fire department as presented and recommended by staff.

Attachments:

VFIS property & casualty proposal for the City of Hendersonville
Spreadsheet comparing pricing for VFIS and NCLM

City of Hendersonville Fire Department - Insurance Comparison

		VFIS	NCLM	Notes
Vehicles	\$1,000 deductible	\$10,336.00	\$8,711.44	Engine- \$500,000 & Ladder - \$1,200,000 No deductible on Glass for VFIS Incidental Garage Liability/Towing/Full Glass Coverage
Property	\$2,500 deductible	\$4,400.00	\$3,306.00	Crisis Incident Coverage/Debris Removal/Sirens & Antennas
Equipment	\$250 deductible	\$2,134.00	\$3,273.35	No Schedule with VFIS - Blanket Coverage
	TOTAL	\$16,870.00	\$15,290.79	



**A PROPERTY & CASUALTY PROPOSAL
PREPARED FOR:**

CITY OF HENDERSONVILLE

PRESENTED BY: VFIS OF NORTH CAROLINA
P.O. BOX 12825
RALEIGH, NC 27605 - 0000
(919) 755-1401

DATE PREPARED: April 18, 2019

This proposal is valid for 90 days

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GENERAL INFORMATION

First Named Insured: CITY OF HENDERSONVILLE

Mailing Address: 632 SUGARLOAF ROAD
HENDERSONVILLE, NC 28792 - 0000

Coverage Applies To: CITY OF HENDERSONVILLE FIRE DEPARTMENT

RISK CONTROL SERVICES and RISK MANAGEMENT

As a valuable service to your organization, VFIS provides risk control services. Employing risk control techniques will accomplish two major objectives. The first is to reduce or eliminate the loss producing conditions and exposures of your organization.

This in turn will achieve the second objective of risk control, which is to help you control the costs of your insurance program and reduce uninsured losses. While insurance coverages should take care of the majority of covered losses, you should understand that claims often contain hidden costs, known as indirect losses, which are not covered by insurance. Some examples of indirect losses are deductibles that must be paid, downtime of equipment or apparatus, temporary or permanent reductions in staffing, costs of overtime, fines, lowered morale and poor public image.

VFIS Risk Control Services can provide your organization with a number of resources to assist you in accomplishing these objectives. While we cannot eliminate all of your exposures, we can help you reduce the potential for losses through consistent and ongoing risk control and risk management efforts.

Risk Control Services

Our experienced technical staff of professionals can assist you in your risk control efforts in many ways. VFIS is proud to offer these valuable services at no cost to your organization. The following are just some of the services available to VFIS clients:

- Mutual Aid by VFIS - An emergency services self audit and resource identification guide which highlights known loss producing exposures and directs you to available VFIS resources to assist your organization in addressing them.
- Communique's - Technical reference bulletins addressing specific areas of operation and offering suggested management controls in SOG/SOP language. Available by contacting VFIS Risk Control Services or by visiting our website at www.vfis.com.
- Direct Contact - Risk control professionals are available to answer questions regarding codes, laws and standards; technical issues; and management and operational policies and procedures.
- On-Site Services - VFIS clients, meeting certain eligibility requirements, will benefit from having an on-site loss control survey conducted by one of our risk control professionals. The purpose of these surveys is to evaluate your existing policies and procedures to determine their effectiveness in controlling your organization's specific exposures. If necessary, VFIS will then provide you with recommendations and resources to enhance or support current practices.
- Professional Referrals - VFIS Risk Control Services has a nationwide network of resources in many aspects of emergency services work. If we cannot assist you directly, we will be happy to put you in contact with an agency or individual who can provide you with the needed assistance.

Risk Management

The practice of risk management will allow your organization to identify and evaluate your exposures to loss. To evaluate your exposures, you'll need to understand some basic risk management principles:

1. **Never risk more than you can afford to lose.** If a given loss would cripple your organization, then you need to transfer the risk to someone else.
2. **Do not risk too much for too little return.** For example, accepting a higher level of deductible on your vehicle coverage may provide only marginal premium savings.
3. **Know the odds.** If the potential for a given loss is very remote, then you may be able to address the exposure a different way than if the potential is more common.

In summary, you need to know how much money, time and equipment is at risk. Then determine if you can afford to assume the risk of losses yourself or transfer them to someone else. Lastly, know where frequent or serious losses are more likely to come from and address them accordingly.

Once you understand this, there are four risk management methods you may employ:

1. **Eliminate the exposure.** Stopping the sale or distribution of alcoholic beverages in your social hall is an easy way to eliminate your liquor law liability exposure.
2. **Assume the risk yourself.** Insurance deductibles are an example of assuming risk. If you don't believe you will have a frequency of losses or if your organization has enough financial resources, you may want to take on a larger deductible, such as \$1,000 or \$2,500 as opposed to a \$250 deductible.
3. **Reduce the exposure.** When backing up, use a spotter whenever possible. This practice does not eliminate the possibility of an accident, but it reduces the chances.
4. **Transfer the risk.** If an exposure cannot be reduced or eliminated and assuming it is too risky, then transfer the exposure to a third party. Although insurance is the most common method of transfer of risk, it is not the only method. Another commonly used method is a hold harmless agreement or indemnification clause in a contract.

VFIS risk control professionals are always available to assist you with your risk control and risk management needs.

Volunteer Firemen's Insurance Services, Inc.®

VFIS®, VFIS® with design and Volunteer Firemen's Insurance Services, Inc.® are all registered service marks of the same PA Corporation.

PROPERTY

Schedule of Locations

<u>Premises/Item</u>	<u>Address</u>	<u>Occupancy</u>
1 / 1	851 N MAIN ST	FIRE STATION
2 / 1	632 SUGARLOAF RD	FIRE STATION

Schedule of Limits

<u>Premises/Item</u>	<u>Building</u>	<u>Building Valuation</u>	<u>Contents</u>	<u>Contents Valuation</u>	<u>Deductible</u>
1 / 1	\$1,780,000	GRC	\$410,000*	RC	\$2,500
2 / 1	\$3,434,000	GRC	\$345,000*	RC	\$2,500

Blanket Contents Limit: \$755,000 *Indicates Contents included in Blanket Limit

Special deductibles apply to loss caused by earthquake or flood and may, in some cases apply to wind as well. See the coverage highlights and any Property notes in the following pages.

CRIME

***** *Coverage Not Requested* *****

PORTABLE EQUIPMENT
Blanket Portable Equipment Coverage

<u>Covered For</u>	<u>Limit</u>	<u>Deductible</u>
All causes of physical loss unless excluded	Guaranteed Replacement Cost	\$250

If Portable Equipment coverage is provided on a blanket basis, coverage is provided for all portable firefighting, ambulance and rescue related equipment owned or furnished for your regular use. Note that boats over 100 horsepower are not covered under blanket; they must be scheduled.

Scheduled Portable Equipment Coverage

****** Coverage Not Requested ******

AUTO

<u>Coverage</u>	<u>Symbol</u>	<u>Limits</u>
Bodily Injury / Property Damage Combined Single Limit	1	\$1,000,000
"No Fault" or Statutory Personal Injury Protection		Not Included
Medical Payments		Not Included
Uninsured Motorists	2	\$1,000,000
Underinsured Motorists Insurance	2	\$1,000,000
Hired & Borrowed Vehicles		Included
Commandeered Vehicles		Included
Volunteers/Employees as Insureds Under Non-Owned Autos		Included (Excess)
Temporary Substitute Vehicles		Included
Fellow Member Liability		Included
Incidental Garage Liability		Included
Physical Damage Comprehensive	7,8	see schedule below
Physical Damage Collision	7,8	see schedule below

Schedule of Covered Vehicles

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
0001	2004	E-ONE	AERIAL		\$1,200,000	\$1,000	\$1,000
0002	2013	PIERCE	PUMPER LDH		\$500,000	\$1,000	\$1,000
0003	2017	PIERCE	PUMPER LDH		\$500,000	\$1,000	\$1,000
0004	2007	E-ONE	PUMPER LDH		\$500,000	\$1,000	\$1,000
0005	2004	E-ONE	PUMPER LDH		\$500,000	\$1,000	\$1,000
0006	2016	CHEVY	FIRST RESPONDER		\$50,000	\$1,000	\$1,000
0007	2011	CHEVY	FIRST RESPONDER		\$50,000	\$1,000	\$1,000
0008	2015	FORD	FIRST RESPONDER		\$40,000	\$1,000	\$1,000
0009	2002	FORD	FIRST RESPONDER		\$40,000	\$1,000	\$1,000
0010	2000	FORD	FIRST RESPONDER		\$30,000	\$1,000	\$1,000
0011	2016	JEEP	FIRST RESPONDER		\$35,000	\$1,000	\$1,000
0012	2018	FORD	FIRST RESPONDER		\$40,000	\$1,000	\$1,000

<u>Veh. No.</u>	<u>Year</u>	<u>Make</u>	<u>Classification</u>	<u>ACV</u>	<u>Agreed Value</u>	<u>Comp. Ded.</u>	<u>Coll. Ded.</u>
0013	1974	AM LAFRANCE	ANTIQUE		\$80,000	\$1,000	\$1,000
0014	2019	FORD	FIRST RESPONDER		\$40,000	\$1,000	\$1,000
0015	2019	FORD	FIRST RESPONDER		\$40,000	\$1,000	\$1,000

GENERAL LIABILITY

This coverage contains the following four sections:

- **Coverage A. Bodily Injury and Property Damage Liability** protects you when claims are made against you because of injury to others or damage to their property, unless caused by an auto.
- **Coverage B. Personal and Advertising Injury Liability** protects you when claims are made against you because of offenses such as false arrest, wrongful eviction or slander.
- **Coverage C. Professional Health Care Liability** protects you when claims are made against you as a result of your handling of patients, or providing, or failing to provide, medical services.
- **Coverage D. Medical Expense** protects you when claims are made against you as a result of injuries suffered by the public (not your volunteers or employees) because of your premises or operations. These expenses are payable even if the injury occurred through no fault of your own.

<u>Coverages</u>	<u>Limits</u>
Each Occurrence or Medical Incident	\$1,000,000
Personal and Advertising Injury (each offense).....	\$1,000,000
Fire Damage Legal Liability (any one fire).....	\$1,000,000
Medical Expense (each accident).....	\$5,000
General Aggregate.....	\$10,000,000
(the total payable in any policy term)	
Products / Completed Operations Aggregate.....	\$10,000,000
(the total payable in any policy term)	
Line of Duty Accidental Death Benefit.....	\$10,000

<u>Optional Coverages (apply only if checked)</u>
<input type="checkbox"/> Employer's (Stop Gap) Liability <ul style="list-style-type: none"> • Provides General Liability and Auto Liability coverage to you (the insured organization) if a volunteer or employee alleges they were injured on the job and are entitled to sue the organization and seek damages beyond the benefits available under the applicable Workers' Compensation statute. • Needed when the insured's Workers' Compensation policy provided for your volunteers and/or employees does not contain Part Two — Employer's Liability.
<input type="checkbox"/> Owned Watercraft Liability (boats exceeding 100 horsepower)

MANAGEMENT LIABILITY

	<u>Limits</u>
Each Offense or Wrongful Act	\$1,000,000
Aggregate (the total payable in any policy term).....	\$10,000,000
Defense Expense for Injunctive Relief	\$50,000

"Claims made" basis

- This means that coverage is provided only for claims that are reported during the policy period, regardless of when the incident giving rise to a claim occurred. VFIS covers claims arising from incidents that occurred prior to the initial policy period as long as you had no reason to suspect that a claim might be presented as a result of the incident.
- If you are aware of any such incidents, be sure to report them to your agent immediately.

A signed and dated application is required before coverage can be bound.

"Occurrence" basis

- This means that coverage is provided only for claims arising out of incidents that occur during the policy period, regardless of when the claim is eventually reported.
- You should not purchase occurrence coverage unless:
 - You are currently insured on an occurrence basis, or
 - You are currently insured on a claims made basis and you have decided to purchase a supplemental extended reporting period from your current carrier.

Cyber Liability and Privacy Crisis Management Expense

- Cyber Liability protects you when claims are made against you for monetary damages arising out of an electronic information security event.
- Privacy Crisis Management Expense reimburses for expenses you incur as a result of a privacy crisis management event first discovered during the policy period. This first party coverage is intended to provide professional expertise in the identification and mitigation of a privacy breach while satisfying all Federal and State statutory requirements.
- Cyber Extortion Expense reimburses for expenses you incur as a result of a cyber extortion threat first made against you during the policy period.

Cyber Liability

Each Event Limit: \$1,000,000 Each Electronic Information Security Event
 Retroactive Date: None

Privacy Crisis Management Expense

Each Event Limit: \$50,000 Each Privacy Event
 Retroactive Date: None
 Deductible: \$0 Each Privacy Event

Cyber Extortion Expense

Each Event Limit: \$20,000 Each Cyber Extortion Threat
 Deductible: \$0 Each Cyber Extortion Threat

Privacy Crisis Management Expense and Cyber Extortion Expense

Aggregate Limit: \$50,000 Aggregate

MANAGEMENT LIABILITY

Coverage Highlights

Management Liability coverage protects you against claims for monetary damages arising out of:

- **Employment-related practices**, such as wrongful termination, failure to promote or sexual harassment.

Example: A paid firefighter is terminated in July of 1999, and she is unable to find other similar employment until January of 2001. At a trial held later that year, she is successful in proving that she was wrongfully terminated and is awarded lost wages for the eighteen months she was unemployed. The organization's liability for these wages would be covered; liability for back wages, overtime or similar damages required by law or regulation are the obligation of the organization and would not be covered. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

- Errors in the **administration of employee benefit plans**, such as Accident and Sickness coverage, Group Life or Workers' Compensation.

Example: A paramedic covered under an Accident & Sickness policy gives instructions to the squad's insurance administrator to name his daughter as his beneficiary. Following his death from an on-the-job traffic accident, his daughter learns that she is not entitled to any benefits under the policy because the change of beneficiary card was misplaced and never processed. She brings suit to recover the money she would have received had the change of beneficiary been handled properly. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

- Other **wrongful acts** not specifically excluded.

Example: A taxpayer group brings suit against their fire district and its commissioners, alleging the improper spending of public funds. They argue that the commissioners have wasted their tax money by purchasing a state-of-the-art aerial device for \$750,000 even though there are no structures in the district more than two stories tall. This coverage would provide you and your commissioners with the cost of your legal defense, and pay an award up to the limit of liability.

Example: Bids are solicited from outside contractors to build a new ambulance garage. The lowest bid is not accepted, even though it was made by a fully qualified contractor of good reputation. The contractor sues the ambulance district, arguing that his bid was rejected for no good reason and alleging favoritism in the awarding of the contracts. This coverage would provide you with the cost of your legal defense, and pay an award up to the limit of liability.

MANAGEMENT LIABILITY

Coverage Highlights

The following apply unless noted otherwise in this proposal:

Defense Expense for Injunctive Relief

A plaintiff may sue your organization not for money but to require action of some type. They're seeking injunctive relief; they want your organization to do something or to stop doing something.

This automatic coverage will reimburse your organization up to \$50,000 for reasonable legal fees incurred in your defense.

Example: A person who was denied volunteer membership by you brings legal action to be admitted as a member.

Example: A resident seeks an injunction to stop the fire department's installation of a siren directly behind her house.

Outside Directorship Liability

- Automatically covers your volunteers or employees who choose to serve on the board of directors of an outside organization as long as that organization:
 - is not-for-profit, and
 - is related to the emergency services.
- Coverage is excess of any insurance.

Volunteers and Employees as Insureds

- Covers all volunteers (whether or not they are members of your organization) and employees while acting on behalf of your organization.
- Other insureds include your officers, directors, commissioners or trustees.
- Also included is your medical director (if any).
- VFIS coverage is primary for all of the above insureds, not excess of any personal insurance that may apply.

Estates, Heirs, and Legal Representatives

- Included as insureds.

Spousal Liability

- Included, but only for acts within the course and scope of your operations.

Unlimited Defense Costs

- The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.

Fair Labor Standards Act Suit Defense Coverage

- Limit of \$100,000 each claim incurred provided for the defense of any claim for violation of the Fair Labor Standards Act.

MANAGEMENT LIABILITY

Coverage Highlights

Blanket Additional Insureds

- Automatically covers any person or organization that may be liable for your employment practices, your administration of employee benefit plans or other wrongful acts, but only to the extent of that liability.

Unintentional Release of HIPAA Information

- Limit of \$100,000 provided for the payment of fines and penalties assessed upon the insured for HIPAA violations.

Expanded Aggregate Limit

- The Aggregate Limit shown in the schedule applies separately to each named insured (unless you have selected a \$10,000,000 aggregate limit).

MANAGEMENT LIABILITY

Cyber Liability and Privacy Crisis Management Expense Coverage Highlights

Cyber Liability

- Coverage applies to each electronic information security event which includes:
 - Transmission of malware from your computer system to a third party;
 - The inability of an authorized user to access your web site or your computer system because of a denial of service attack;
 - A personal identity event or corporate privacy event caused by information that is obtained or released directly from your computer system.

As used in this definition, a denial of service attack means an intentional attack directly on your computer system that prevents or slows down access to your web site or your computer network. However, a denial of service attack which affects the internet at large and is not directed at your computer system is not an electronic information security event.

Personal Identity Event or Corporate Privacy Event

- What is a personal identity event or corporate privacy event?
 - Unauthorized disclosure of or failure to protect identifiable or confidential corporate information from misappropriation;
 - The failure to disclose or warn of an actual or potential disclosure of misappropriation of personally identifiable or confidential corporate information;
 - Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

Privacy Crisis Management Expense Coverage

- Pays on behalf applicable reasonable and necessary fees because of a privacy event which includes:
 - To conduct a computer forensic analysis to determine the cause and extent of the privacy event;
 - Provide a crisis management review and advice by an approved independent crisis management or legal firm;
 - Notification to affected parties for printing, advertising, mailing of materials or other costs;
 - Travel expenses by directors and employees to mitigate damages;
 - Call center services for credit monitoring as well as identity theft education and assistance for affected individuals.
- Privacy crisis management expenses shall not include:
 - Compensation, fees, benefits or overhead of any insured or "employee" of any insured;
 - Costs or expenses that would have been incurred in the absence of the "privacy event";
 - Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any "computer system", procedures, services or property as a result of a "privacy event".

MANAGEMENT LIABILITY

Cyber Liability and Privacy Crisis Management Expense Coverage Highlights

Privacy Event

- What is a privacy event?
 - Unauthorized disclosure by you of personally identifiable or confidential corporate information or your failure to protect personally identifiable or confidential corporate information from misappropriation;
 - Failure to disclose or warn of an actual or potential disclosure or misappropriation of personally identifiable or confidential corporate information;
 - Violation of any federal or state privacy statute pertaining to the disclosure or misappropriation of personally identifiable or confidential corporate information.

Cyber Extortion Expense

- Reimburses you for expenses paid in response to a cyber extortion threat.

Cyber Extortion Threat

- What is a cyber extortion threat?

A cyber extortion threat is a demand for monetary payment based on a credible threat directly involving your computer system (not the internet at large) to:

 - Launch a denial of service attack;
 - Steal, release or publish personally identifiable information or confidential corporate information;
 - Alter, damage or destroy electronic data;
 - Cause you to transfer, pay or deliver any funds or property without your authorization.

Coverage Territory

For cyber liability, privacy crisis management expense and cyber extortion expense coverage, the coverage territory means worldwide, but the event and suit must take place in the U.S., Puerto Rico or Canada.

EXCESS LIABILITY

Excess Liability coverage protects you with the following:

1. It provides excess coverage over your primary liability insurance stated on a schedule of underlying insurance.
2. The Excess Liability policy will automatically take the place of primary liability policies whose aggregate limits have been exhausted.

Policy Type: Excess Liability

	<u>Limits</u>
Each Occurrence	\$4,000,000
Annual Aggregate	\$8,000,000
Retained Limit on Uninsured / Self-Insured Exposures	\$0

Coverage Highlights

The following apply unless noted otherwise in this proposal:

- Liquor Liability** • Follows form with underlying coverages.
- Pollution Liability** • Follows form with underlying coverages.
- Management Liability** • Follows form with underlying coverages.
- Employer's Liability** • Follows form with underlying coverages.
- Unlimited Defense Costs** • The cost to defend you against covered claims is the responsibility of the company and will not erode your liability limits.
- Expanded Aggregate Limit** • The aggregate limit shown in the schedule applies separately to each location.
- Unmanned Aircraft (Drones)** • Coverage is included for unmanned aircraft that is owned, operated, rented or loaned to you.
• \$1,000,000 each occurrence/aggregate sublimit applies.

PREMIUM SUMMARY
CITY OF HENDERSONVILLE (NC) C76424

	<u>Premium</u>
Property.....	\$4,400
Crime	Not Requested
Portable Equipment.....	\$2,134
Auto.....	\$10,336
General Liability.....	\$3,304
Management Liability	\$5,311
Excess Liability	\$4,222
Total Estimated Annual Premium.....	\$29,707

PROPOSAL NOTES

Excess Liability

Note: Coverage is quoted excess of Auto Liability and General Liability and Management Liability.

General

Note: Management Liability coverage cannot be bound until a fully completed, signed and dated application is forwarded to VFIS.

Note: Please have the insured complete, sign and date the enclosed UM/UIM selection/rejection form(s) required in your state. Return them to us along with the VFIS order form. If we don't receive them, we may have to issue the policy with different UM/UIM limits than were quoted, in order to comply with statutory or regulatory requirements.

IMPORTANT: As a condition of accepting this quote, the applicant agrees to comply with the enclosed requirement regarding vehicle(s) # 1. If the needed documentation indicating successful inspection and testing is not submitted within 120 days, coverage for that vehicle (those vehicles) will be deleted at that time.

Aerial Device Requirements

The factfinder indicates that your organization owns or operates an aerial device. VFIS' claims history shows that aerial devices may collapse or malfunction if they are damaged or not properly maintained. There are two primary causes for aerial device failures. First is metal fatigue due to age, misuse or undetected damage. The second is improper maintenance. Both of these causes of loss are identifiable and the results are largely preventable.

VFIS requires that as part of your maintenance program, aerial devices be inspected annually and subjected to non-destructive testing and certified at least every five years.

In general terms the maintenance and testing program should include:

- **Annual Visual Inspection** - A documented inspection by qualified department personnel or a third party, for the detection of any visible defects, damage, leakage, improper maintenance or improperly secured parts. Components to be inspected are the ladder/bucket, turntable, stabilizers/outriggers, and hydraulic systems.
- **Annual Operational Tests** - These should verify all moving parts and components are in good working order.
- **Load Testing** - Conducted in conjunction with the manufacturers' specifications and NFPA Standard 1911, a load test determines if there is any unacceptable deflection or drifting of the aerial device or hydraulic systems.
- **Non-Destructive Testing** - A qualified third party must conduct the non-destructive testing. The term is a general classification for one of several methods that can be used to inspect structural components without physically altering or damaging the apparatus. These could include but are not limited to liquid penetrant inspection, magnetic particle inspection, and radiography and ultrasonic tests.

If your organization has a test certificate for a non-destructive test that is not more than 4 years old, please forward a copy of the certificate to your VFIS agent within the next **60 days** .

If your current test certificate is more than 4 years old, or if your aerial device has never been tested, VFIS requires that you have the aerial device tested to NFPA Standard 1911 requirements. The test certificate and/or the detailed written results of the test should be forwarded to your VFIS agent within **120 days** from the date your coverage is bound.

Failure to properly test or maintain your aerial device could lead to damage to your equipment and injury to your personnel. **It will also result in loss of insurance coverage on the vehicle.**

VFIS ORDER FORM

CITY OF HENDERSONVILLE (NC) C76424

Coverage	Effective/ Expiration Dates	Accept <i>Initial to accept coverage</i>	Decline <i>Initial to decline coverage</i>	Premium Quoted
Property	_____	_____	_____	\$ _____
Crime	_____	_____	_____	\$ _____
Portable Equipment	_____	_____	_____	\$ _____
Auto	_____	_____	_____	\$ _____
General Liability	_____	_____	_____	\$ _____
Management Liability	_____	_____	_____	\$ _____
Excess Liability	_____	_____	_____	\$ _____
Total	_____	_____	_____	\$ _____

Payment Plans Installment Option Semi-Annual (\$2,500 account minimum)
 (no installment fee) Quarterly (\$3,500 account minimum)
 Ten Pay (\$10,000 account minimum and 25% down payment)

Signature of Insurance Representative _____ Date _____

Agency Name/Address _____

Producer/Service Rep _____

- Before you return this form, you must:**
1. Provide the INSURED’S Federal ID#: _____
 2. Identify all mortgagees, loss payees and (for Auto only) additional insureds/lessors (provide address).
 3. Choose \$1,000,000 underlying limits when there is Excess Liability.

This is not a binder, nor should it be used as one. This form is solely for the purpose of ordering property and casualty insurance coverages for which VFIS has provided a valid quote.

GENERAL FRAUD WARNING NOTICE

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

Signature of Insured _____ Date _____

Comments/Notes:

STATE-SPECIFIC FRAUD WARNING NOTICES

Alabama Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Arkansas Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information on an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Colorado Fraud Warning

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Delaware Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime and may subject the person to criminal and civil penalties.

Florida Fraud Warning

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kansas Fraud Warning

Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

Kentucky Fraud Warning

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland Fraud Warning

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Hampshire Statement of Residency

To procure automobile insurance, I hereby attest that I am, and each named insured is, a resident of the State of New Hampshire. I understand that if I falsely claim for myself or any named insured to be a resident of the State of New Hampshire, I am subject to prosecution, imprisonment of up to one year, a fine of \$2,000 and the denial of coverage for any loss, not occurring in New Hampshire, under the automobile insurance policy for which I am applying. I also understand that this statement will be relied upon in connection with future renewals of the automobile insurance policy for which I am applying, and that it is my responsibility to inform my insurance company before my next renewal after I or any named insured ceases to be a New Hampshire resident and that I will be subject to the penalties listed above if I fail to do so.

New Jersey Fraud Warning

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

New Mexico Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York Fraud Warning

Commercial Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Automobile Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

Ohio Fraud Warning

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma Fraud Warning

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Oregon Fraud Warning

Any person who knowingly and with intent to defraud or solicit another to defraud an insurer: (1) by submitting an application, or (2) by filing a claim containing a false statement as to any material fact, may be violating state law.

Pennsylvania Fraud Warning

All Types of Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Motor Vehicle Insurance: Any person who knowingly and with intent to injure or defraud any insurer files an application or claim containing any false, incomplete or misleading information shall, upon conviction, be subject to imprisonment for up to seven years and payment of a fine of up to \$15,000.

Rhode Island Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Tennessee Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Vermont Fraud Warning

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Virginia Fraud Warning

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Washington Fraud Warning

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

West Virginia Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/18/2019

Presenter: Sara Kowalak

Date of Council Meeting to consider this item: May 2, 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06d

United Way of Henderson County recently received a donation of a "Free Little Library" from Publix Foundation. Publix has donated these library installations (along with children's books to stock them) to communities throughout their footprint and partnered with United Ways to place them in locations where children will benefit from access to books. I'm including a photo so you can see what the box looks like.

We'd like to place the little library in Sullivan Park, where it could be accessed by the Green Meadows Community. We've had discussions with the Boys and Girls Club and they are interested in partnering with us to keep the box maintained and replace books as needed. They would also like to put some plants and flowers around the box and maintain those with their Club kids.

Staff feels that City Council should approve these types of requests.

Budget Impact: \$ None Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move that City Council approve the placement of the "Little Library" in Sullivan Park by the United Way of Henderson County.

Attachments:

United Way Request

Connet, John

From: Sarah Kowalak <skowalak@liveunitedhc.org>
Sent: Thursday, April 04, 2019 10:39 AM
To: Connet, John; Volk, Barbara
Subject: Little Library at Sullivan Park

Follow Up Flag: Follow up
Flag Status: Completed

Hi John and Barbara,

United Way of Henderson County recently received a donation of a “Free Little Library” from Publix Foundation. Publix has donated these library installations (along with children’s books to stock them) to communities throughout their footprint and partnered with United Ways to place them in locations where children will benefit from access to books. I’m including a photo so you can see what the box looks like.

We’d like to place the little library in Sullivan Park, where it could be accessed by the Green Meadows Community. We’ve had discussions with the Boys and Girls Club and they are interested in partnering with us to keep the box maintained and replace books as needed. They would also like to put some plants and flowers around the box and maintain those with their Club kids.

The box came with a cedar post and we can use United Way volunteers and/or Boys and Girls Club kids to install it. Can you let me know what steps we would need to take to get approval from the City to place this Free Little Library in Sullivan Park?

Thanks so much!
Sarah



Sarah J. Kowalak
Director of Community Impact
United Way of Henderson County
32 Smyth Ave, Ste 100 (28792)
PO Box 487 (28793)
Hendersonville, NC
tel 828.692.1636 ext 1107
fax 828.696.8537
www.liveunitedhc.org

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/24/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/2/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06e

N. Main Street Sidewalk & Water Project - final adjusting change order

The N. Main Street Sidewalk and Water Project will be completed within the next couple of months. Part of the closeout process on public projects typically involves a final adjusting change order to be executed with the final payment application. The purpose of the adjusting change order is to make final adjustments to the quantities of various items that were actually installed (versus estimated during design) as part of the project. Although many contingency items will not be necessary, several item quantities exceeded their estimated amounts, and therefore, not more than \$70,000 (or about 5.6% of the project cost) will be needed as part of the final adjusting change order. Much of the quantity adjustment was due to NCDOT requiring a shift in the sidewalk location during construction in order to provide a wider travel lane on N. Main St. The shift resulted in moving the retaining wall into existing banks, which meant additional wall and asphalt and subgrade quantities.

Of the \$70,000, approximately \$39,000 will be needed for the sidewalk portion and approximately \$31,000 will be needed for the water portion. Please note these are projections and should be considered conservative numbers. A proposed budget adjustment has been included in the May 2 agenda to cover the final adjusting change order.

We would be happy to discuss this request in more detail with you as necessary. Thank you!

Budget Impact: \$ 70,000 _____ Is this expenditure approved in the current fiscal year budget? No _____ If no, describe how it will be funded.

Budget adjustment within 320000 fund

Suggested Motion:

I move to authorize the City Manager or City Engineer to execute the final adjusting change order and payment application for the N Main Street Sidewalk and Water Project.

Attachments:

Supporting information

Progress Estimate - Unit Price Work

Projected Final Application

For (Contract) N. Main Street Sidewalk							Application Number: PROJECTED FINAL				
Application							Application Date: 4/17/2019				
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
Sidewalk, Storm Drainage and Related											
1	SP - BRIDGE APPROACH FILL	1	LS	\$48,000.00	\$48,000.00	1	\$48,000.00		\$48,000.00	100.0%	
2	200 - SUPPLEMENTARY CLEARING & GRUB-BING	4.7	ACR	\$8,275.00	\$38,892.50	4.7	\$38,892.50		\$38,892.50	100.0%	
3	226 - GRADING	1	LS	\$123,000.00	\$123,000.00	1	\$123,000.00		\$123,000.00	100.0%	
4	226 - UNDERCUT EXCAVATION	25	CY	\$32.00	\$800.00						\$800.00
5	240 - DRAINAGE DITCH EXCAVATION	12	CY	\$43.00	\$516.00	26.06	\$1,120.58		\$1,120.58	217.2%	-\$604.58
6	265 - SELECT GRANULAR MATERIAL	50	CY	\$50.00	\$2,500.00						\$2,500.00
7	300 - FOUNDATION CONDITIONING MATERIAL, MINOR STRUCTURES	120	TON	\$42.00	\$5,040.00						\$5,040.00
8	300 - FOUNDATION CONDITIONING GEO- TEXTILE	360	SY	\$2.50	\$900.00						\$900.00
9	305 - 12" DRAINAGE PIPE (HDPE)	8	LF	\$29.50	\$236.00						\$236.00
10	305 - 18" DRAINAGE PIPE (HDPE)	1012	LF	\$24.50	\$24,794.00	1017	\$24,916.50		\$24,916.50	100.5%	-\$122.50
11	310 - 18" RC PIPE CULVERTS, CLASS IV	32	LF	\$48.00	\$1,536.00	32	\$1,536.00		\$1,536.00	100.0%	
12	310 - 24" RC PIPE CULVERTS, CLASS IV	72	LF	\$64.00	\$4,608.00	72	\$4,608.00		\$4,608.00	100.0%	
13	340 - PIPE REMOVAL	217	LF	\$18.00	\$3,906.00	175	\$3,150.00		\$3,150.00	80.6%	\$756.00
14	840 - PIPE COLLARS	0.3528	CY	\$500.00	\$176.40						\$176.40
15	840 - MASONRY DRAINAGE STRUCTURES	15	EA	\$1,300.00	\$19,500.00	14	\$18,200.00		\$18,200.00	93.3%	\$1,300.00
16	840 - MASONRY DRAINAGE STRUCTURES	5.02	LF	\$260.00	\$1,305.20	4	\$1,040.00		\$1,040.00	79.7%	\$265.20
17	840 - FRAME WITH TWO GRATES, STD 840.16	6	EA	\$418.00	\$2,508.00	5	\$2,090.00		\$2,090.00	83.3%	\$418.00
18	840 - FRAME WITH GRATE & HOOD, STD 840.03, TYPE E		EA	\$496.00							
19	840 - FRAME WITH GRATE & HOOD, STD 840.03, TYPE G	8	EA	\$513.00	\$4,104.00	8	\$4,104.00		\$4,104.00	100.0%	
20	840 - FRAME WITH COVER, STD 840.54	1	EA	\$375.00	\$375.00						\$375.00
21	859 - REMOVE CATCH BASIN STA 35+90	1	LS	\$250.00	\$250.00	1	\$250.00		\$250.00	100.0%	
22	846 - 2'-6" CONCRETE CURB & GUTTER	1550	LF	\$20.50	\$31,775.00	1512	\$30,996.00		\$30,996.00	97.5%	\$779.00
23	846 - CONCRETE VALLEY GUTTER	20	LF	\$20.50	\$410.00	20	\$410.00		\$410.00	100.0%	
24	848 - 4" CONCRETE SIDEWALK	1050	SY	\$36.00	\$37,800.00	1000	\$36,000.00		\$36,000.00	95.2%	\$1,800.00
25	848 - CONCRETE CURB RAMP	4	EA	\$900.00	\$3,600.00	5	\$4,500.00		\$4,500.00	125.0%	-\$900.00
26	848 - 6" CONCRETE DRIVEWAY	210	SY	\$62.00	\$13,020.00	116	\$7,192.00		\$7,192.00	55.2%	\$5,828.00

Progress Estimate - Unit Price Work

Projected Final Application

For (Contract) N. Main Street Sidewalk							Application Number: PROJECTED FINAL				
Application							Application Date: 4/17/2019				
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
27	858 - ADJUSTMENT OF METER BOXES OR VALVE BOXES		EA	\$275.00							
28	SP - STEEL BOLLARDS		EA	\$667.00							
29	866 - 4" X 4" PRESSURE TREATED SIGN POSTS, 6' LONG	5	EA	\$275.00	\$1,375.00	3	\$825.00		\$825.00	60.0%	\$550.00
30	867 - CHAIN LINK FENCE RESET	61	LF	\$21.00	\$1,281.00	61	\$1,281.00		\$1,281.00	100.0%	
31	876 - RIP RAP, CLASS B	6	TON	\$62.00	\$372.00	18	\$1,116.00		\$1,116.00	300.0%	-\$744.00
32	876 - GEOTEXTILE FOR DRAINAGE	110	SY	\$7.00	\$770.00	50	\$350.00		\$350.00	45.5%	\$420.00
33	902 - PLAIN CONCRETE SIGN FOUNDATIONS	1	CY	\$550.00	\$550.00	1	\$550.00		\$550.00	100.0%	
34	904 - MAIL BOX RELOCATE	10	EA	\$125.00	\$1,250.00	6	\$750.00		\$750.00	60.0%	\$500.00
35	903 - SUPPORTS, 3-LB STEEL U-CHANNEL	10	LF	\$16.00	\$160.00	10	\$160.00		\$160.00	100.0%	
36	904 - SIGN ERECTION, TYPE E	1	EA	\$275.00	\$275.00	1	\$275.00		\$275.00	100.0%	
37	1205 - PAINT PAVEMENT MARKING LINES (4")	250	LF	\$0.55	\$137.50	250	\$137.50		\$137.50	100.0%	
38	1205 - PAINT PAVEMENT MARKING LINES (24")	325	LF	\$3.25	\$1,056.25	325	\$1,056.25		\$1,056.25	100.0%	
39	1605 - TEMPORARY SILT FENCE	1700	LF	\$3.00	\$5,100.00	108	\$324.00		\$324.00	6.4%	\$4,776.00
40	1610 - STONE FOR EROSION CONTROL, CLASS A		TON	\$42.00							
41	1610 - STONE FOR EROSION CONTROL, CLASS B		TON	\$42.00							
42	1610 - SEDIMENT CONTROL STONE		TON	\$42.00							
43	SP - SAFETY FENCE	200	LF	\$2.00	\$400.00						\$400.00
44	1630 - SILT EXCAVATION		CY	\$13.00							
45	1631 - MATTING FOR EROSION CONTROL	280	SY	\$2.00	\$560.00	699	\$1,398.00		\$1,398.00	249.6%	-\$838.00
46	SP - PERMANENT SOIL REINFORCEMENT MAT	235	SY	\$7.00	\$1,645.00						\$1,645.00
47	1632 - 1/4" HARDWARE CLOTH		LF	\$3.00							
48	SP - COIR FIBER WATTLE	10	LF	\$12.50	\$125.00						\$125.00
49	1660 - SEEDING & MULCHING	5	Acres	\$3,700.00	\$18,500.00	7	\$25,900.00		\$25,900.00	140.0%	-\$7,400.00
50	1665 - FERTILIZER TOPDRESSING		TON	\$3,200.00							
51	SP - RESPONSE FOR EROSION CONTROL		EA	\$1,100.00							
52	SP - PEDESTRIAN RAILING (HANDRAIL)		LF	\$153.00							
53	1746 - RELOCATE EXISTING SIGN	4	EA	\$275.00	\$1,100.00	5	\$1,375.00		\$1,375.00	125.0%	-\$275.00
54	SP - SEGMENTAL GRAVITY RETAINING WALLS	1509	SF	\$52.50	\$79,222.50	2834.84	\$148,829.10		\$148,829.10	187.9%	-\$69,606.60

Progress Estimate - Unit Price Work

Projected Final Application

For (Contract) N. Main Street Sidewalk							Application Number: PROJECTED FINAL				
Application							Application Date: 4/17/2019				
A				B		C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
55	500 - #57 STONE	145	CY	\$68.00	\$9,860.00	18.77	\$1,276.36		\$1,276.36	12.9%	\$8,583.64
56	876 - GEOTEXTILE FOR DRAINAGE	865	SY	\$2.50	\$2,162.50	204	\$510.00		\$510.00	23.6%	\$1,652.50
57	412 - UNCLASSIFIED STRUCTURE EXCAVATION	1	LS	\$21,000.00	\$21,000.00	1	\$21,000.00		\$21,000.00	100.0%	
58	SP - CLASS A CONCRETE & REINFORCING STEEL (BRIDGE)	42.8	CY	\$1,166.00	\$49,904.80	42.8	\$49,904.80		\$49,904.80	100.0%	
59	450 - HP12X53 STEEL PILES	510	LF	\$89.25	\$45,517.50	486.13	\$43,387.10		\$43,387.10	95.3%	\$2,130.40
60	450 - STEEL PILE POINTS	18	EA	\$126.00	\$2,268.00	18	\$2,268.00		\$2,268.00	100.0%	
61	876 - RIP RAP CLASS II (2'-0" THICK)	60	TON	\$99.75	\$5,985.00	67.22	\$6,705.20		\$6,705.20	112.0%	-\$720.20
62	876 - GEOTEXTILE FOR DRAINAGE	100	SY	\$10.50	\$1,050.00	100	\$1,050.00		\$1,050.00	100.0%	
63	430 - ELASTOMERIC BEARINGS	1	LS	\$603.75	\$603.75	1	\$603.75		\$603.75	100.0%	
64	SP - INSTALLATION OF CITY PURCHASED PREFAB PEDESTRIAN BRIDGE	1	EA	\$6,300.00	\$6,300.00	1	\$6,300.00		\$6,300.00	100.0%	
Sidewalk, Storm Drainage and Related Sub-Total					\$628,082.90				\$667,337.64	106.2%	\$39,254.74
Water Line Related											
65	1510 - 8" WATER LINE, INC. ANY FITTINGS NOT SEPERATELY LISTED	2700	LF	\$88.00	\$237,600.00	2351	\$206,888.00		\$206,888.00	87.1%	\$30,712.00
66	1515 - 8" VALVE	12	EA	\$2,625.00	\$31,500.00	13	\$34,125.00		\$34,125.00	108.3%	-\$2,625.00
67	1515 - FIRE HYDRANT ASSEMBLY (INC. 6" VALVE)	4	EA	\$6,300.00	\$25,200.00	4	\$25,200.00		\$25,200.00	100.0%	
68	1515 - RECONNECT EXISTING WATER SERVICE (INC. TAP & PIPING)	4	EA	\$2,625.00	\$10,500.00	9	\$23,625.00		\$23,625.00	225.0%	-\$13,125.00
69	1515 - RECONNECT EXISTING WATER SERVICE & ADJUST METER BOX (INC. TAP & PIPING)	6	EA	\$2,835.00	\$17,010.00	18	\$51,030.00		\$51,030.00	300.0%	-\$34,020.00
70	RECONNECT EXISTING 6" SERVICE	1	EA	\$4,725.00	\$4,725.00	1	\$4,725.00		\$4,725.00	100.0%	
71	8" END OF LINE CAP, RESTRAINED	3	EA	\$1,575.00	\$4,725.00	2	\$3,150.00		\$3,150.00	66.7%	\$1,575.00
72	CONNECT TO EXISTING WATER MAIN	4	EA	\$7,875.00	\$31,500.00	4	\$31,500.00		\$31,500.00	100.0%	
73	RECONNECT EXISTING FIRE HYDRANT		EA	\$6,300.00							
74	1715 - DIRECTIONAL DRILL (10" HDPE)		LF	\$446.25							
75	1660 - SEEDING & MULCHING	0.33	Acres	\$3,725.00	\$1,229.25	0.16	\$596.00		\$596.00	48.5%	\$633.25
76	1665 - FERTILIZER TOPDRESSING		TON	\$2,600.00							
77	SP - GEOTEXTILE FOR PAVEMENT STABILIZATION	170	SY	\$8.50	\$1,445.00	170	\$1,445.00		\$1,445.00	100.0%	

Progress Estimate - Unit Price Work

Projected Final Application

For (Contract) N. Main Street Sidewalk							Application Number: PROJECTED FINAL				
Application							Application Date: 4/17/2019				
A				B	C	D	E	F			
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
78	520 - AGGREGATE BASE COURSE	445	TON	\$35.00	\$15,575.00	746	\$26,110.00		\$26,110.00	167.6%	-\$10,535.00
79	600 - PRIME COAT	16	GAL	\$6.00	\$96.00						\$96.00
80	610 - ASPHALT CONC BASE COURSE, TYPE B25.0B	455	TON	\$117.00	\$53,235.00	219	\$25,623.00		\$25,623.00	48.1%	\$27,612.00
81	610 - ASPHALT CONC SURFACE COURSE, TYPE S9.5B	183	TON	\$138.00	\$25,254.00	320	\$44,160.00		\$44,160.00	174.9%	-\$18,906.00
82	620 - ASPHALT BINDER FOR PLANT MIX	32	TON	\$131.00	\$4,192.00						\$4,192.00
83	SP - WORK ZONE TRAFFIC CONTROL	1	LS	\$56,900.00	\$56,900.00	1.00	\$56,900.00		\$56,900.00	100.0%	
84	1605 - TEMPORARY SILT FENCE	1700	LF	\$3.00	\$5,100.00						\$5,100.00
85	Directional Drill (8" Fusible PVC DR18)	240	LF	\$420.00	\$100,800.00	240	\$100,800.00		\$100,800.00	100.0%	
Water Line Related Sub-total (Includes Fusible PVC Alternate)					\$626,586.25				\$635,877.00		
Awarded Contract Amount					\$1,254,669.15						
CO1	18" HDPE 45 Bands	2	EA	\$260.00	\$520.00	2	\$520.00		\$520.00	100.0%	
CO1	WATERLINE CROSSINGSTORM DRAIN	2	EA	\$2,100.00	\$4,200.00	2	\$4,200.00		\$4,200.00	100.0%	
CO2	AIR RELEASE VALVE	1	EA	\$2,100.00	\$2,100.00	1	\$2,100.00		\$2,100.00	100.0%	
CO3	Projected Change Orders	1	EA	\$15,000.00	\$15,000.00	1	\$15,000.00		\$15,000.00	100.0%	
									\$657,697.00		\$31,110.75
Totals					\$1,276,489.15		\$1,325,034.64		\$1,325,034.64	103.8%	

Original Contract:	\$1,254,669.15
Project Cost:	\$1,325,034.64
Difference:	\$70,365.49

5.61%



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 04/15/2019

Presenter: John Buchanan

Date of Council Meeting to consider this item: 5/2/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06f

Attached is the Engagement Letter from Greene, Finney LLP and the contract to audit the City of Hendersonville's financial statements for the fiscal year ending 6-30-19.

In addition, attached is a letter of required communications from the auditor to City Council.

Budget Impact: \$ 39,000 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move that Council approve the Engagement with Greene , Finney LLP for the financial audit of fiscal year ending 6-30-19 and acknowledge that all members of City Council have received a copy of the auditor's letter of required communication to Council.

Attachments:

Engagement Letter / Audit Contract /Communication to Council

The	Governing Board City Council
of	Primary Government Unit City of Hendersonville
and	Discretely Presented Component Unit (DPCU) (if applicable)

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

and	Auditor Name Greene Finney, LLP
	Auditor Address 211 East Butler Road, Suite C-6 Mauldin, SC 29662

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
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Must be within four months of FYE

hereby agree as follows:

- 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).
- 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

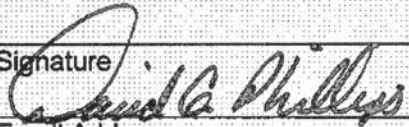
Primary Government Unit	City of Hendersonville
Audit	\$ 39,000.00
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$ 29,250.00

DPCU FEES (if applicable)

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Greene Finney, LLP	
Authorized Firm Representative (typed or printed) David G. Phillips	Signature 
Date 4/23/19	Email Address david@gfhllp

GOVERNMENTAL UNIT

Governmental Unit City of Hendersonville	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) 05/02/19	
Mayor/Chairperson (typed or printed) Barbara Volk	Signature
Date	Email Address bvolk@hvlnc.gov

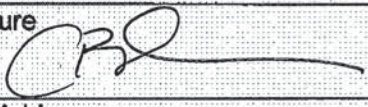
Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

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) John Buchanan	Signature 
Date of Pre-Audit Certificate 4/23/19	Email Address jbuchanan@hvlnc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
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")	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)	Signature
Date of Pre-Audit Certificate	Email Address

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

PRINT



Greene Finney, LLP

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

April 23, 2019

City of Hendersonville
145 Fifth Avenue E
Hendersonville, NC 28792

We are pleased to confirm our understanding of the services we are to provide to the City of Hendersonville (the "City") for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Government Accounting Standards Board 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 City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist principally of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Pension plan schedules.
3. Other postemployment benefit ("OPEB") plan schedules.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of revenues, expenditures, and changes in fund balance – final budget and actual – General Fund.
2. Combining and individual fund financial schedules.
3. Property tax schedules.
4. Schedule of expenditures of federal and state awards.
5. Other supplementary information as may be required.

The following other information that is included in the Comprehensive Annual Financial Report ("CAFR") will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance on that other information:

1. Introductory section.
2. Statistical section.

GFHLLP.COM · INFO@GFHLLP.COM

GREENVILLE, SC
864.451.7381

MAULDIN, SC
864.232.5204

MOUNT PLEASANT, SC
843.735.5805

SPARTANBURG, SC
864.232.5204

ASHEVILLE, NC
828.771.0847

OPEN BY APPOINTMENT ONLY

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on the following (when applicable) —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and 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.
- Internal control over compliance related to major state programs and an opinion (or disclaimer of opinion) on compliance with statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and the Uniform Guidance and the State Single Audit Implementation Act.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. When applicable, the Uniform Guidance and the State Single Audit Implementation Act reports on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirement of the Uniform Guidance, the *Audit Manual For Governmental Auditors in North Carolina* (as applicable), and the State Single Audit Implementation Act. These reports will state that the report is not suitable for any other purposes.

As applicable, our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; the *Audit Manual for Governmental Auditors in North Carolina*; and the State Single Audit Implementation Act (as applicable) and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will make reference to Carland & Anderson, Inc.’s audit of the City of Hendersonville Board of Alcoholic Control in our report on your financial statements. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and Council of the City. 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 emphasis-of-matter or other-matter paragraphs. If our opinions 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 issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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 financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We generally request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program (as applicable). However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable).

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable) require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Compliance Supplement*, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Acts (as applicable) for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable)

Other Services

We will also assist the City in preparing the financial statements and notes (including closing and conversion entries), schedule of expenditures of federal and state awards, pension plan schedules, OPEB plan schedules, and will provide other general accounting assistance ("nonaudit services") in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the nonaudit services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and the completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, granters, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable), it is management's responsibility to evaluate and monitor noncompliance with statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable). You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable); (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with Uniform Guidance, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act (as applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and

recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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. 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.

You agree to assume all management responsibilities relating to the nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with nonaudit services and that you have reviewed and approved the nonaudit services (i.e. financial statements and notes, schedule of expenditures of federal and state awards, pension plan schedules, OPEB plan schedules, etc.) prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The City hereby promises that it will make every diligent effort to maintain proper books and records that accurately reflect its business activities, that it will be completely truthful with Greene Finney, LLP ("GFLLP") and that GFLLP may rely upon both oral and written statements and responses to questions. The City further promises to immediately advise GFLLP if it becomes aware of any inaccuracy in its record-keeping or dishonesty in any of its business dealings, including its statements to GFLLP. The City acknowledges that the promises are the cornerstone of its relationship with GFLLP, are made to induce GFLLP to accept this audit engagement, and that GFLLP would not accept this audit engagement without such promises.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. If applicable, we will coordinate with you the electronic submission and certification. If applicable, the Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of GFLLP and constitutes confidential information. However, subject to applicable laws or regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal or state agency, or its designee, providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GFLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a federal or state agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin interim audit work in June 2019 and our year-end audit work in September 2019. We expect to issue our report before October 31, 2019. David Phillips is the engagement partner and is responsible for supervising

the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$39,000. The above fee is 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 in advance and arrive at a new fee estimate before we incur the additional costs. Any services that you may require outside of those related to the audit discussed above will be billed at our hourly standard rate of Partners, \$190 per hour; Managers, \$140 per hour; Supervisors, \$110 per hour; Senior Staff, \$85 per hour; Staff, \$70 per hour. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation.

Auditor's Expectations of Management

Our fee is based upon certain expectations that we have of work that will be completed by the City, which is included in our interim and year-end client assistance packages.

Conclusion

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

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

Very truly yours,



Greene Finney, LLP
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Hendersonville.

Signature: _____
Title: City Manager

Signature: _____
Title: Mayor

Date: _____

Date: _____

A. Creig Odom, CPA, PA
Five Office Way, Second Floor
PO Box 6098
Hilton Head Island, SC 29938
Telephone (843) 842-4021
Fax (843) 842-6629

Report on the Firm's System of Quality Control

November 29, 2017

To the partners of
Greene, Finney & Horton, LLP
And the Peer Review Committee of the South Carolina
Peer Review Program Administered by the Illinois CPA Society

I have reviewed the system of quality control for the accounting and auditing practice of Greene, Finney & Horton, LLP (the firm) in effect for the year ended May 31, 2017. My 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

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


Required Selections and Considerations

Engagements selected for review included an engagement performed under *Governmental Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

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

Opinion

In my opinion, the system of quality control for the accounting and auditing practice of Greene, Finney & Horton, LLP, in effect for the year ended May 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*. Greene, Finney & Horton, LLP has received a peer review rating of *pass*.


A. Creig Odom, CPA, PA



Greene Finney, LLP

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS

April 23, 2019

Honorable Mayor and Members of City Council
City of Hendersonville, North Carolina

We are engaged to audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Hendersonville ("City") for the year ended June 30, 2019. Professional standards require that we provide you with the following information related to our audit. Please feel free to contact us, as we would also be glad to meet with you to discuss this information.

Our Responsibility under U.S. Generally Accepted Auditing Standards, Government Auditing Standards, Uniform Guidance, and the State Single Audit Implementation Act (As Applicable)

As stated in our engagement letter dated April 23, 2019, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we will consider the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We will also consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance and the State Single Audit Implementation Act (as applicable).

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing opinions on compliance with federal and state provisions is not an objective of our audit. As applicable and in accordance with the Uniform Guidance and the State Single Audit Implementation Act, we will examine, on a test basis, evidence about the City's compliance with the types of compliance requirements, as described in the U.S. Office of Management and Budget ("OMB") Compliance Supplement, the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act, applicable to each of its major federal and state programs for the purpose of expressing opinions on the City's compliance with those requirements. While our audit will provide a reasonable basis for our opinions, it will not provide a legal determination on the City's compliance with those requirements.

Required Supplementary Information

Generally accepted accounting principles provide for certain required supplementary information ("RSI") to supplement the basic financial statements. Our responsibility with respect to management's discussions and analysis, the pension plan schedules, and the other postemployment benefit plan schedules, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

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ASHEVILLE, NC
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OPEN BY APPOINTMENT ONLY

Supplementary Information

We have been engaged to report on the schedule of revenues, expenditures, and changes in fund balance – final budget and actual – General Fund, combining and individual fund financial schedules, property tax schedules, the schedule of expenditures of federal and state awards, and other supplementary information as may be required, which accompanies the financial statements but are not RSI. Our responsibility for this supplementary information, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Information

We have not been engaged to report on the introductory section and the statistical section, which accompanies the financial statements, but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

According to professional standards, a group audit is an audit of group financial statements which consists of more than one component. A component is any entity or business activity for which the group or component management prepares financial information that is required by accounting standards to be included in the group financial statements. Our audit of the City is a group audit as it not only includes the primary government but also includes the City of Hendersonville Board of Alcoholic Control – which is a component of the City. For each component, we have gained an understanding of the component auditor and we plan to make reference to their report in the group financial statements. We will review and/or evaluate the component's financial statements and component auditor's report and communications in accordance with professional standards.

We expect to begin our interim audit work in June 2019 and our year-end audit work in September 2019. We expect to issue our report by October 31, 2019. David Phillips is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the use of the Mayor, City Council, and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Greene Finney, LLP
Certified Public Accountants



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 4.22.19

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 5.2.19

Nature of Item: Council Action

Summary of Information/Request:

Item # 06g

\
File #19-15-ANX

The City has received a petition from Stephen Wesley Nicholson for a satellite annexation of PIN 9578-62-5949 and 9578-63-6197 located at 1210 Shepherd Street which is approximately 2.46 acres. Please refer to the attached map.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation. A hearing to zone the property will be held simultaneously.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move Council to accept the City Clerk's Certificate of Sufficiency for the Stephen Wesley Nicholson petition and set June 6, 2019 as the date for the public hearing.

Attachments:

Clerks Certificate of Sufficiency
Map

CERTIFICATE OF SUFFICIENCY

**Re: Petition for Satellite Annexation
Stephen Wesley Nicholson
File No. P19-15-ANX**

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the satellite annexation of 2.46 acres located at 1210 Shepherd Street identified as tax parcel 9578-62-5949 and 9578-63-6197.

A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in GS160A-58.1(b).

1. The map distance from the proposed satellite corporate limits is approximately 968' feet from the primary corporate limits.
2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
3. The area is situated so the City will, if City Council so determines, be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.
4. The area proposed for annexation is not a subdivision as defined in GS 160A-376.
5. The total area within the satellite corporate areas, including land involved in this petition, constitutes 4.19 percent of the area within the primary corporate limits.

B. The petition bears the names, addresses, and signatures of all owners of the real property within the area proposed for annexation.

C. A metes and bounds description is attached to the petition.

D. A map showing the area proposed for annexation with relation to the primary corporate limits of Hendersonville is attached to the petition.

Having made the findings stated above, I hereby certify the petition for satellite annexation presented by Stephen Wesley Nicholson is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 22 day of April, 2019.

Tammie K. Drake
Tammie K. Drake, MMC, City Clerk



City of Hendersonville
February 2019

Potential Annexation Shepherd Street Property



City of Hendersonville
Existing Land Use

Annexation Area
PIN(s): 9578-62-5949 & 9578-63-6197
Approximately 2.46 Acres

Approximately 968'

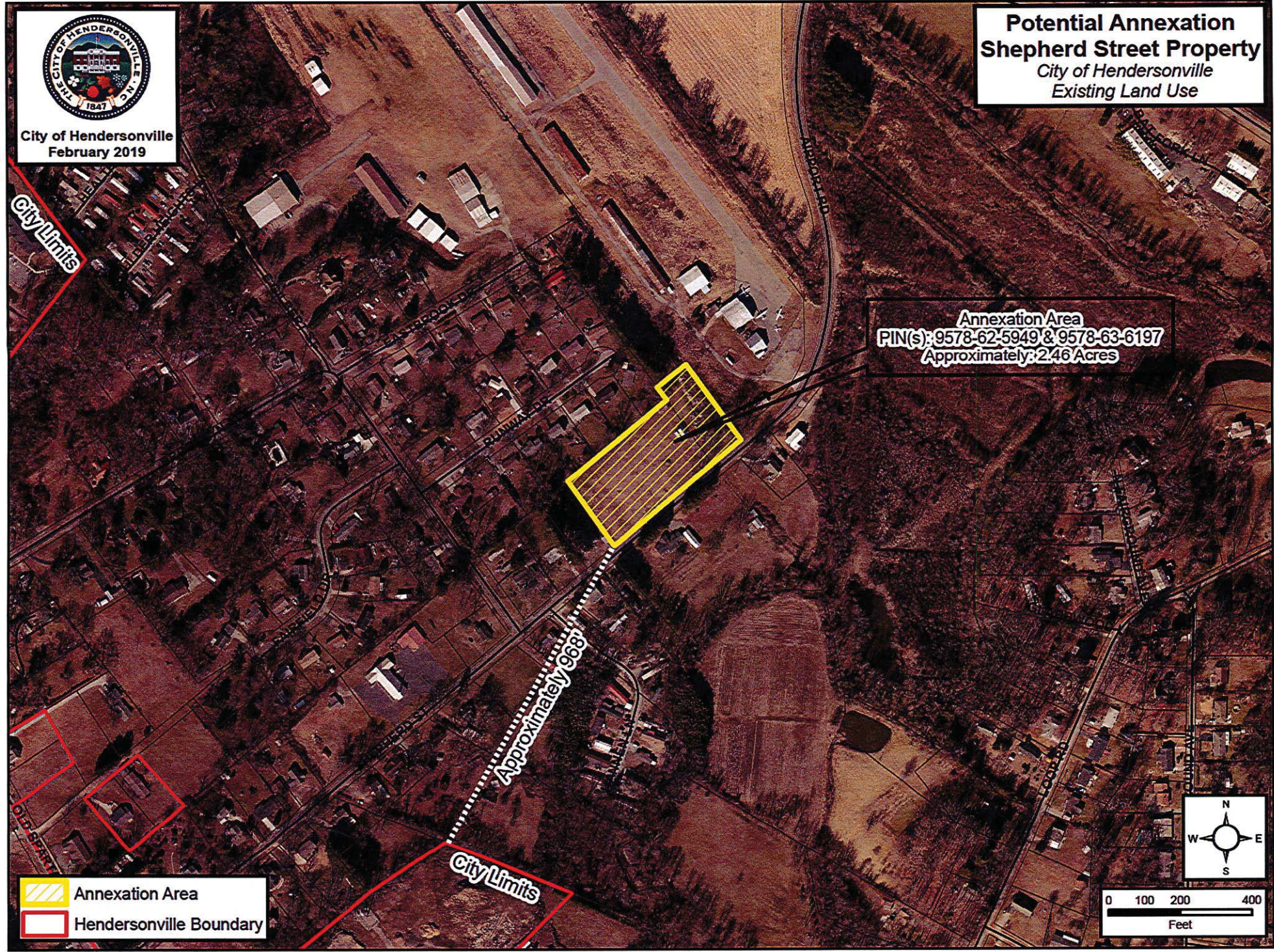
City Limits

City Limits

 Annexation Area
 Hendersonville Boundary



0 100 200 400
Feet





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/16/2019

Presenter: Adam Murr

Date of Council Meeting to consider this item: 05/02/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06h

Approval of Special Appropriations Full Funding List

Per the City's Special Appropriations Policy, each year prior to budget adoption, the City Council may adopt a full funding list for special appropriations that will not be considered in their budget workshop discussions. The City Manager has a recommended list to go before the City Council, below. These appropriations are not approved with this action, approval happens with the budget ordinance adoption in June. This item exempts the presented requests from the adjustments made in the Budget Workshop. Please see the Special Appropriations Policy, attached, for reference. The following are recommended to be considered for the full funding list:

Henderson County Economic Investment Fund:	\$50,000	Fund 60
Henderson County Partnership for Economic Development:	\$15,000	Fund 10
Henderson County Planning Department:	\$132,409	Fund 10
Henderson County Rescue Squad:	\$10,000	Fund 60
IAM - Leak Repair Program:	\$5,000	Fund 60
Merchant's and Business Association:	\$2,500	Fund 10
Mills River Partnership:	\$70,000	Fund 60

Budget Impact: \$ N/A Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.


Expenditure will occur next fiscal year; costs have been programmed into the FY19-20 budget.

Suggested Motion:

I move to approve the full funding list as presented.

Attachments:

See below

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

SECTION 1. Special Appropriations Overview

A special appropriation is an allocation of funding to a specific outside agency. An agency may request for funding with the City each year during the budget process. City Council approves special appropriations based on applications submitted. This application provides general and specific information regarding the agency requesting funds and the purpose for how the funds will be used.


SECTION 2. Purpose

The purpose of the City’s Special Appropriations Policy is to provide legal references and a general framework for the effective, efficient, and equitable distribution of City funds to outside agencies in the most financially prudent manner as possible while minimizing risk.

SECTION 3. Legal Considerations

The North Carolina Constitution and General Statutes provide the legal framework under which local governments operate.


- 3.1 The three key legal limitations to the expenditures of public funds are (1) the expenditure be for a public purpose, (2) the activity supported be one in which the local government has the statutory authority to engage, and (3) the expenditure not be inconsistent with the laws or the constitution of the state or federal government.
- 3.2 The courts have used two guiding principles in determining whether a particular activity is for a public purpose: (1) whether it involves “a reasonable connection with the convenience and necessity of the [local government]”, and (2) whether it “benefits the public generally, as opposed to special interests or persons.”
- 3.3 A local government may contract with faith-based organizations as long as the contract (1) has a secular purpose, (2) has a primary effect of neither advancing nor inhibiting religion, and (3) does not create an excessive entanglement between the government and religion.

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

SECTION 4. Guidelines

The City will abide by the following guidelines in the annual selection and disbursement of special appropriations.

- 4.1 The City Budget Officer shall be responsible for organizing, collecting, and submitting requests for special appropriations to the City Council for their approval in the City’s budget process.
- 4.2 The date that special appropriation requests are due shall be published in the City’s Budget Calendar each fiscal year at least 30 days prior to the due date.
- 4.3 During the process certain requests may be deemed necessary and shall be assigned to the “Full Funding List” by City Council any time prior to the adoption of the annual Budget Ordinance. Requests assigned to the Full Funding List will require a unanimous vote from the City Council each fiscal year. The “Full Funding List” does not guarantee the request will be approved and still must be adopted as part of the City’s annual Budget Ordinance.
- 4.4 All requests not assigned to the Full Funding List shall be discussed at a normal Budget Workshop of the City Council. In addition to discussion, the City Council shall recommend appropriation levels for each request. The City Budget Officer shall provide a recommended total funding level for all requests not on the Full Funding List.
 - 4.4(a) The City Budget Officer will, to the best of his/her ability, identify and notify City Council of any requests that may violate the North Carolina Constitution and/or General Statutes.
- 4.5 Final approval of funding for special appropriations shall be made in the annual Budget Ordinance.
 - 4.5(a) Any request for funding outside of the normal special appropriations process may be heard at the City Council’s discretion.
- 4.6 After funding has been approved the requesting agency shall agree to and sign a Special Appropriations Funding Agreement (attached, APPENDIX A) with the City of Hendersonville before any funds will be appropriated.

	CITY OF HENDERSONVILLE	Policy Number:	
		Adopted by Resolution Number:	
Policy Name:	Special Appropriations Policy	Date Adopted by City Council:	May 5 th , 2016

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this fifth day of May, 2016.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, City Clerk

APPENDIX A

SPECIAL APPROPRIATIONS FUNDING AGREEMENT

NORTH CAROLINA

CITY OF HENDERSONVILLE

This Agreement made and entered into the 1st day of July, [YEAR] by and between the City of Hendersonville, North Carolina, hereinafter referred to as the "CITY", and the [ORGANIZATION NAME], hereinafter referred to as the "AGENCY."

WHEREAS, the CITY has requested services from the AGENCY to carry out its programs and activities; and

WHEREAS, the CITY, through its City Council, has appropriated the sum of [DOLLAR AMOUNT] in funding for the fiscal year ending June 30, [YEAR] to support this purpose, subject to the terms hereof; and

WHEREAS, the terms and conditions for receiving said funds from the CITY set out herein are necessary to insure accountability for the expenditure of public funds by the CITY.

NOW, THEREFORE, in consideration of the following the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the CITY in a manner and for the purposes specified in their Application, a copy of which is attached hereto and incorporated by reference as if to set forth fully herein.
2. In consideration for the performance by the AGENCY of the services outlined in its application, the CITY agrees to pay the AGENCY up to the amount of money authorized in the CITY budget for the fiscal year. Payment of such amount shall be made in a manner determined by the CITY.
3. If the AGENCY violates any of the provisions of this Agreement, the CITY may terminate this Agreement (upon thirty (30) days written notice of the same to the AGENCY). In such event, all unexpended funds at the time of such termination, whether held by the AGENCY or the CITY, shall be the property of and be returned to (or remain with) the CITY.
4. The AGENCY shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement without prior written consent of the CITY.
5. In connection with the performance of this Agreement, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin, or on account of their limited English language proficiency.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.
7. Upon request of the CITY the AGENCY shall submit to the CITY a status report of all program activities including a summary of the accomplishment of stated goals and objectives.
8. Upon request of the CITY the AGENCY shall provide an accounting of CITY funds to the CITY to demonstrate that funds allocated to the AGENCY have been used for the purpose(s) specified herein. The accounting report shall be submitted to the CITY within 30 days of the request. Further, the CITY shall be entitled to audit the AGENCY's expenditure of CITY funds at the CITY's discretion. Any excess funds or funds not used for the expressed purpose(s) stated herein must be returned to the CITY within thirty (30) days of the CITY's request for said funds.
9. The CITY shall be entitled to conduct an evaluation of the AGENCY's programs and activities particularly as it relates to the accomplishments of established goals and objectives and the measurement of services being delivered.
10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the AGENCY.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 24 April 2019

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 2 May 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06i

Following an appraisal the City of Asheville has agreed to sell to the City of Hendersonville 1.598 acres of real property along the French Broad river for a raw water intake. The appraised value is \$14,625, although there could be incidental costs, plus closing costs.

The engineering and water/sewer departments have requested the City Council to approve the purchase of this property.

Budget Impact: \$ 15000 +/- _____ Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

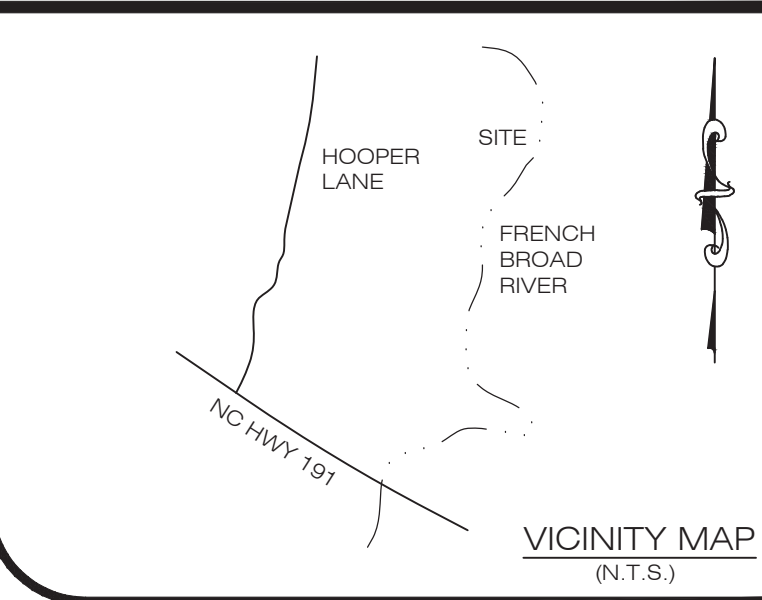
I move the City Council to authorize the city manager to purchase real property along the French Broad River for a water intake. The property is to be purchased from the City of Asheville and is shown on the attached survey as Area B, containing 1.598 acres more or less, at a purchase price not to exceed \$15,000 plus closing costs.

Attachments:

Survey

LEGEND:

- CALCULATED POINT
- EXISTING IRON REBAR (EIR)
- #5 NEW IRON REBAR W/ID CAP (NIR)
- ▲ W.C.L.S. TRAVERSE STATION
- SURVEYED BOUNDARY LINE
- - - LINE TO BE ABANDONED
- · - · - ADJOINERS DEED LINE (NOT SURVEYED)
- · - · - EDGE OF CREEK / RIVER
- · - · - CL. STORM DITCH
- · - · - TIE LINE ONLY
- · - · - EASEMENT LINE



NC GRID NORTH
NAD 83 (NSRS 2011)

PATTEN SEED COMPANY
DB 948 PG 293
PS 4807
PIN 9641-55-4929

CITY OF ASHEVILLE
WATER AUTHORITY
REMAINDER OF
DB 874 PG 39
PS 1960
PIN 9641-53-9942

CITY OF ASHEVILLE
WATER AUTHORITY
REMAINDER OF
DB 874 PG 39
PS 1960
PIN 9641-53-9942

CITY OF ASHEVILLE
WATER AUTHORITY
REMAINDER OF
DB 874 PG 39
PS 1960
PIN 9641-53-9942

WES COLE LAND SURVEYING, PA
549 ELK PARK DRIVE, SUITE 707 • ASHEVILLE, NC 28804
OFFICE: 828.251.7025 • WWW.WESCOLESURVEYING.COM
NC FIRM #C-3106 • SC COA #4052
SERVING NC • SC • TN

TRACT A
TOTAL RECOMBINED AREA:
2.163 ACRES

AREA B
1.598 ACRES
BEING A PORTION OF
CITY OF ASHEVILLE
WATER AUTHORITY
DB 874 PG 39
PS 1960
PIN 9641-53-9942

AREA A
0.565 ACRES
24,598.9 SQ. FT.
BEING
DB 1548 PG 24
PS 8267
PIN 9641-75-8764

FRENCH BROAD RIVER

PRELIMINARY: NOT
FOR RECORDATION,
SALES OR
CONVEYANCES

- THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
- CLASS OF SURVEY: CLASS A (HORIZONTAL)
 - POSITIONAL ACCURACY: 0.01' (H) & 0.03' (V) @ 95% CONFIDENCE
 - TYPE OF GPS FIELD PROCEDURE: RTK (VRS)
 - DATES OF SURVEY: 02-02-2017
 - DATUM/EPOCH: NAD 83 (NSRS 2011) EPOCH 2010.00 (H) & NAVD 88 (V)
 - PUBLISHED/FIXED-CONTROL USED: VRS NETWORK
 - GEOID MODEL: GEOID 12B
 - COMBINED GRID FACTOR(S): 0.99977750
 - UNITS: US SURVEY FOOT

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____ REVIEW OFFICER
OF HENDERSON COUNTY, CERTIFY THAT THE MAP OR PLAT TO
WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____
DATE _____

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, JOHN WESLEY COLE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY
SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION
(DEED DESCRIPTION RECORDED IN DEED BOOK 1548 PAGE 24 & DEED
BOOK 874 PAGE 39), THAT THE BOUNDARIES NOT SURVEYED ARE
CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED
BOOK 1548 PAGE 24, THAT THE RATIO OF PRECISION AS CALCULATED IS
1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S.
47-30 AS AMENDED. MY ORIGINAL SIGNATURE, REGISTRATION NUMBER
AND SEAL ON THIS DATE _____

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING
CATEGORIES AS DESCRIBED IN G.S. 47-30(b)(1)(d): THAT THE SURVEY IS
OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING
PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR
EXCEPTION TO THE DEFINITION OF SUBDIVISION.

PRELIMINARY

JOHN WESLEY COLE, P.L.S. L-4561

RECOMBINATION SURVEY OF THE PROPERTIES OF:
**CITY OF HENDERSONVILLE &
CITY OF ASHEVILLE WATER AUTHORITY**
CITY OF HENDERSONVILLE
FRENCH BROAD RIVER INTAKE SITE

MILLS RIVER TOWNSHIP, HENDERSON COUNTY, NC				
DATE:	PROJECT NO.:	NO.:	REVISIONS	BY:
FEBRUARY 16, 2017	17-006	1	LOCATED WETLANDS FLAGS	RJC
		2	ADDITIONAL TOPOGRAPHY	ADW
		3	RECOMBINATION	ADW

- NOTES:**
- THIS PROPERTY IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY (WRITTEN OR UNWRITTEN).
 - THE PROPERTY OR PROPERTIES DISPLAYED WERE SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY NOT SHOW ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, ENCUMBRANCES, ETC. THAT WOULD BE REVEALED BY A CURRENT AND THOROUGH EXAMINATION OF TITLE BY A NC LICENSED ATTORNEY-AT-LAW. THIS SURVEY SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE SUBJECT IS FREE FROM ENCUMBRANCES.
 - DEED REFERENCES: PLAT SLIDE 8267; DEED BOOK 1548 PAGE 24; DEED BOOK 1450 PAGE 157. ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE HENDERSON COUNTY GIS WEBSITE AND DEEDS AND PLATS OF RECORD AS NOTED.
 - AREA SHOWN HEREON WAS COMPUTED BY THE COORDINATE METHOD.
 - ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN US FEET UNLESS OTHERWISE NOTED.
 - THIS PROPERTY IS ZONED R2R BY HENDERSON COUNTY. *PLEASE REFER TO THE HENDERSON COUNTY LAND DEVELOPMENT CODE FOR ALL REGULATIONS APPLICABLE TO THE SUBJECT PROPERTY. (SETBACKS NOT PLOTTED)
 - BY GRAPHICAL LOCATION, PROPERTY IS SHOWN AS LYING FLOOD ZONE AE (FLOODWAY), AN AREA DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM MAP NO. 370096A100J, EFFECTIVE DATE 10/2/2008.
 - THIS SURVEY IS SUBJECT TO ANY AND ALL UNDERGROUND UTILITIES THAT MAY EXIST. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY ON ABOVE GROUND STRUCTURES AND APPURTENANCES. THIS SURVEYOR MAKES NO CERTIFICATION TO THE EXISTENCE/NON-EXISTENCE OF UNDERGROUND UTILITIES, STORAGE FACILITIES, OR OTHER UNDERGROUND STRUCTURES AND LINES. DIAL 811 BEFORE DIGGING.
 - ANY STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER/DEVELOPERS RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY PROFESSIONALS AUTHORIZED BY THE PROPER AUTHORITIES TO MAKE THESE DETERMINATIONS.
 - NOTED LINE TO BE ABANDONED AS TRACT LINE UPON RECOMBINATION, BUT TO REMAIN AS A RIPARIAN BUFFER LINE PER PS 8267.

ABBREVIATIONS:

- NTS...NOT TO SCALE
- (T)...TOTAL
- DB...DEED BOOK
- PL...PLAT BOOK
- PS...PLAT SLIDE
- PG...PAGE
- EW...EDGE OF WATER
- BOT...RIVER BOTTOM
- TYP...TYPICAL
- WET...WETLANDS DELINEATION FLAG
- DIP...DUCTILE IRON PIPE
- CMP...CORREGATED METAL PIPE
- PN...PARCEL IDENTIFICATION NUMBER
- NAD...NORTH AMERICAN DATUM
- NAVD...NORTH AMERICAN VERTICAL DATUM
- NSRS...NATIONAL SPATIAL REFERENCE SYSTEM





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 5 April 2019

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 2 May 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06j

Attached are the resolution and deed for this month's dedications proposed for acceptance by the City Council.

Budget Impact: \$ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move the City Council to adopt the resolution accepting dedications of property interests to the City.

Attachments:

Proposed resolution and copies of respective recorded documents

RESOLUTION # _____

A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN REAL PROPERTY INTERESTS TO THE CITY OF HENDERSONVILLE

WHEREAS the City Council is advised that a completed dedication to the City of an interest in real property requires not only the initial dedication but also the acceptance in some form by the City of the dedication; and

WHEREAS the City Council has determined that it is desirable for the City to accept dedications formally and in a manner that can easily be discovered; and

WHEREAS the City Council believes that the most formal and easily discovered method of accepting real property dedications is by City Council resolution, where the property interest has not been accepted by a document executed by an authorized City representative; and

WHEREAS the City Council is informed that the real property interests listed below have been dedicated to the City but not yet accepted in writing;

NOW, THEREFORE, BE IT THEREFORE RESOLVED that the City Council does hereby accept the dedication of the following identified real property interests effective as of the moment of adoption of this resolution:

Dedicated by	Date of recording	Property interest and short description
The Housing Assistance Corporation	6 February 2019	Sewer easement and system
B & G Enterprises, LLC	8 March 2019	Streambank maintenance easement
Steven Paul Bennett and wife Marilyn J. Bennett	14 November 2018	Streambank maintenance easement
Brown Bear Holdings, LLC	17 January 2019	Streambank maintenance easement
Harlow R. Case	30 November 2018	Streambank maintenance easement
Susan Metzger Ferrell and husband Rene Charles Stafford	25 January 2019	Streambank maintenance easement
Henry Groncki and wife Judith Groncki	9 January 2019	Streambank maintenance easement
Group Ventures, Inc	7 November 2018	Streambank maintenance easement

Haywood Townes Homeowners Association, Inc	17 January 2019	Streambank maintenance easement
J Bartholomew Properties, LLC	19 December 2018	Streambank maintenance easement
Vernon Jones	27 December 2018	Streambank maintenance easement
Clifford E. Kirby and wife Carla S. Kirby	21 March 2019	Sewer easement
William T. Swanner Jr. and wife Carolyn N. Swanner	8 March 2019	Streambank maintenance easement
Mountain Inn and Suites, LLC	8 March 2019	Streambank maintenance easement
The Oaks Regime	14 November 2018	Streambank maintenance easement
Steven M. Pressley and wife Linda P. Pressley	27 December 2018	Streambank maintenance easement
Barbara L. White and husband John White	27 December 2018	Streambank maintenance easement
Ferdinand Richard Paul Wuttke And wife Katharine Rantz Wuttke	9 January 2019	Streambank maintenance easement
Daniel V. Yost, trustee of the Daniel V. Yost Revocable trust dated 02/19/2008	7 November 2018	Streambank maintenance easement
Richard E. Miley, trustee of the Richard E. Miley trust dated 12/28/2017 And Carol A. Miley, trustee of the Carol A. Miley trust dated 12/28/2017	4 January 2019	Streambank maintenance easement
Bill R. Fitzpatrick and wife Karen S. Fitzpatrick	4 January 2019	Streambank maintenance easement
Larry E. Lumsden and wife Carol J. Turnham	4 January 2019	Streambank maintenance easement
Jerry E. Barnhouse and wife Dianne L. Barnhouse	4 January 2019	Streambank maintenance easement
Jean Lee McDonald	6 February 2019	Streambank maintenance easement
Orlando DeJesus Avalos	6 February 2019	Streambank maintenance easement

Linda Adams, et al.

17 January 2019

Streambank maintenance easement

Adopted this 2 day of May 2019.

Barbara Volk
Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, MMC
City Clerk



This document presented and filed:
01/17/2019 12:20:12 PM

AJ

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

Return to: City Box ←

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 16th day of January, 2019 by Linda Adams, Nancy J. Hoerman, Connie Kopp, Jane Pomber, Martha Mohidin, Glodyle A. Zigrossi, Martha B. Rudisill, Doris F. Robinson, Jane Lengle, Patricia P. Larson, Tersa Ausley, Pat Lindsey, Elizabeth Ferrell, Kathleen Trice, Linda Simmons, Rosemarie Cermak, Shirley Anthony, Elizabeth Bashaw, Carol Watkins, Janis P. Gibney, Helen H. Owen, James F. Brewer Jr. , Albert H. Barnjum, Jr. , Sue Wallin GRANTORS, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Linda Adams (SEAL)
Signature

Linda Adams 35 N Creekside Ct (SEAL)
Print name, address

Nancy J. Hocman (SEAL)
Signature

Nancy J. Hocman 15 N Creekside Ct (SEAL)
Print name, address

Conne Kopp (SEAL)
Signature

Conne Kopp 55 N Creekside Ct (SEAL)
Print name, address

Jane Pember (SEAL)
Signature

Jane Pember 6 S Woodridge View Ct (SEAL)
Print name, address

Martha Mohidin (SEAL)
Signature

Martha Mohidin 26 S Woodridge View Ct (SEAL)
Print name, address

Glodye A. Zigrassi (SEAL)
Signature

GLODYE A. ZIGROSSI 17 S Woodridge View Ct (SEAL)
Print name, address

Martha B. Rudisill (SEAL)
Signature

Martha B. Rudisill - 44 S Woodridge View Ct (SEAL)
Print name, address

Doris F. Robinson (SEAL)
Signature

Doris F. Robinson 51 S Woodridge View Ct (SEAL)
Print name, address

Jane Lingle (SEAL)
Signature

Jane Lingle 9 Woodridge View Ct (SEAL)
Print name, address

Patricia P. Larson (SEAL)
Signature

Patricia P. Larson 14 S Creekside Ct (SEAL)
Print name, address

Leresa Ausley (SEAL)
Signature

55 S Woodridge View Ct (SEAL)
Print name, address

Pat Lindsey (SEAL)
Signature

25 Woodridge View Ct 28791 (SEAL)
Print name, address

Elizabeth Fennel (SEAL)
Signature

Elizabeth Fennel, 18 S Creekside Ct (SEAL)
Print name, address

Kathleen Trice (SEAL)
Signature

Kathleen Trice, 54 S Creekside Ct (SEAL)
Print name, address

Linda Simmons (SEAL)
Signature

Linda Simmons 12 N Woodridge View Ct (SEAL)
Print name, address

Rosemarie Cerumak (SEAL)
Signature

ROSEMARIE CERUMAK 12 S. WOODRIDGE VIEW CT
H'VILLE NC (SEAL) 28791
Print name, address

Shirley Anthony (SEAL)
Signature

SHIRLEY ANTHONY H'VILLE NC 28791
35 S. Woodridge View (SEAL)
Print name, address

Elizabeth Bashaw (SEAL)
Signature

41 N. Woodridge View Ct. (SEAL)
Print name, address

Book 3291
Page 272

Carol Watteris (SEAL)
Signature

31 N Woodridge View Ct (SEAL)
Print name, address

Don Grady (SEAL)
Signature

75 N Creekside Court (SEAL)
Print name, address

Helen H Owen (SEAL)
Signature

HELEN H. OWEN
66 N WOODRIDGE VIEW CRT (SEAL)
Print name, address

James F. Brewer Jr. (SEAL)
Signature

JAMES F. BREWER JR (SEAL)
Print name, address

Albert H Barnum Jr. (SEAL)
Signature

22 S. Woodridge View Ct.,
HENDERSONVILLE NC 28791 (SEAL)
Print name, address

Albert H Barnum Jr. (SEAL)
Signature

30 N. Wood Ridge View Ct
H'VILLE NC 28791 (SEAL)
Print name, address

Sue Wallin (SEAL)
Signature

ALBERT H BARNUM JR
SUE WALLIN, 50 S. Creekside Ct (SEAL)
Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

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Signature

____ (SEAL)
Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

State of North Carolina
County of Henderson

Book 3291
Page 273

I, MARION BACHAND, certify that

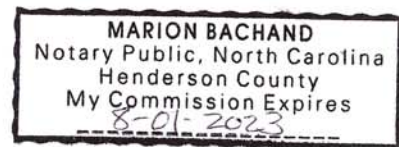
Linda Adams, Nancy J. Hoerman, Connie Kopp, Jane Pomber, Martha
Mohidin, Glodyle A. Zigrossi, Martha B. Rudisill, Doris F. Robinson,
Jane Lengle, Patricia P. Larson, Teresa Ausley, Pat Lindsey, Elizabeth
Ferrell, Kathleen Trice, Linda Simmons, Rosemarie Cermak, Shirley Anthony,
Elizabeth Bashaw, Carol Watkins, Janis P. Gibney, Helen H. Owens,
James F. Brewer, Jr, Albert H. Barnjum Jr, Sue Wallin

personally came before me this day and executed the foregoing document.

Witness my hand and official seal, this the 16th day of JANUARY, 2019.

Marion Bachand
Notary Public

My commission expires: 8-01-2023





This document presented and filed:
02/06/2019 09:43:46 AM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 14 day of January, 2019 by Orlando DeJesus Avalos, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

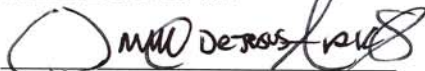
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.


Orlando DeJesus Avalos


spouse of Orlando DeJesus Avalos

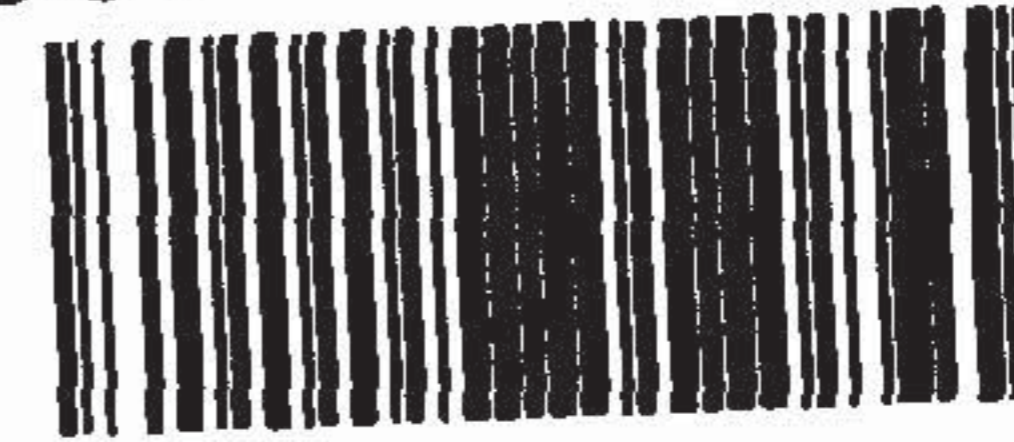
State of North Carolina
County of Henderson.

I, Brandi Deese a Notary Public of the County and State aforesaid, certify that Orlando DeJesus Avalos personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 14th day of January 2019.

Notary Public

My commission expires: 1-4-2023





This document presented and filed:
03/08/2019 12:41:00 PM

AJ

WILLIAM LEE KING, Henderson COUNTY, NC

↓
city box

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR
[N.C.G.S. 47-36.1]

Prepared by: Samuel H. Fritschner

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the North Carolina Deed of Easement recorded on January 4, 2019 in Book 3287 Page 351, Henderson County Registry, by and between B & G Enterprises LLC, a North Carolina Corporation and The City of Hendersonville contained the following *typographical or other minor error*: Plat Slide number 11544 referenced is incorrect.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

Change Plat Slide number to 11545.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: _____)

A copy of the original instrument (in part or in whole) is attached.

SE NFO
Signature of Affiant
Print or Type Name: Samuel H. Fritschner

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Henderson

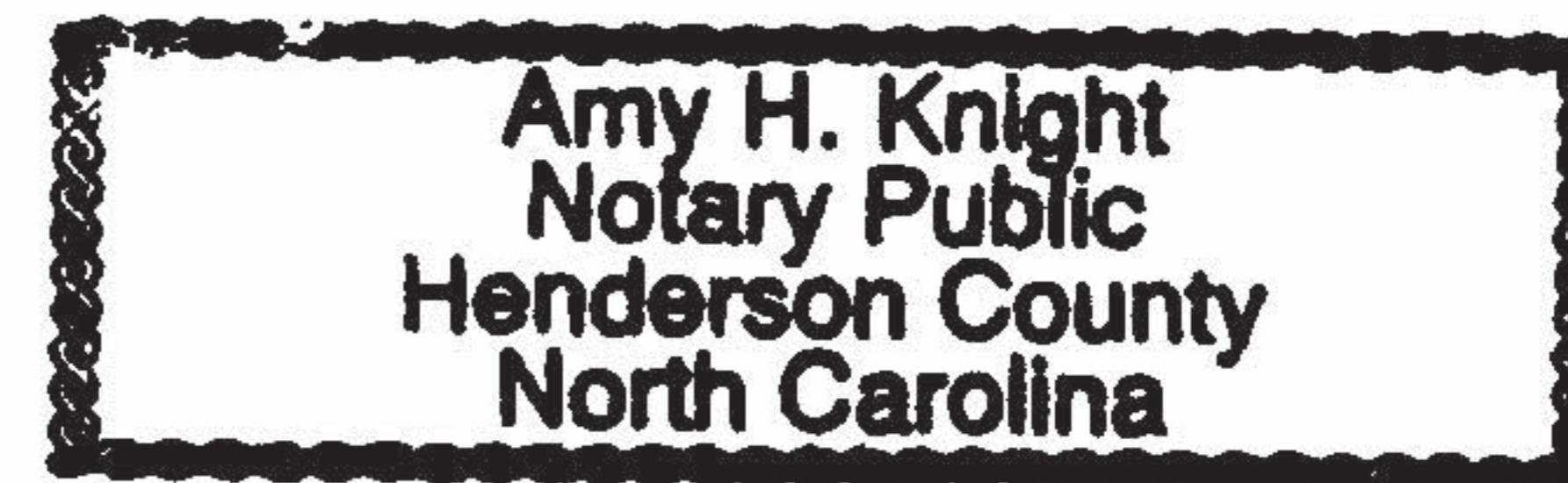
Signed and sworn to (or affirmed) before me, this the 8th day of March, 2019.

My Commission Expires:

9-23-2019

Amy H Knight
Notary Public

(Affix Official/Notarial Seal)



October 3, 2008



This document presented and filed:
01/04/2019 11:40:43 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 20 day of DECEMBER, 2018 by B & G Enterprises LLC, a North Carolina Corporation, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11544, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet

· horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

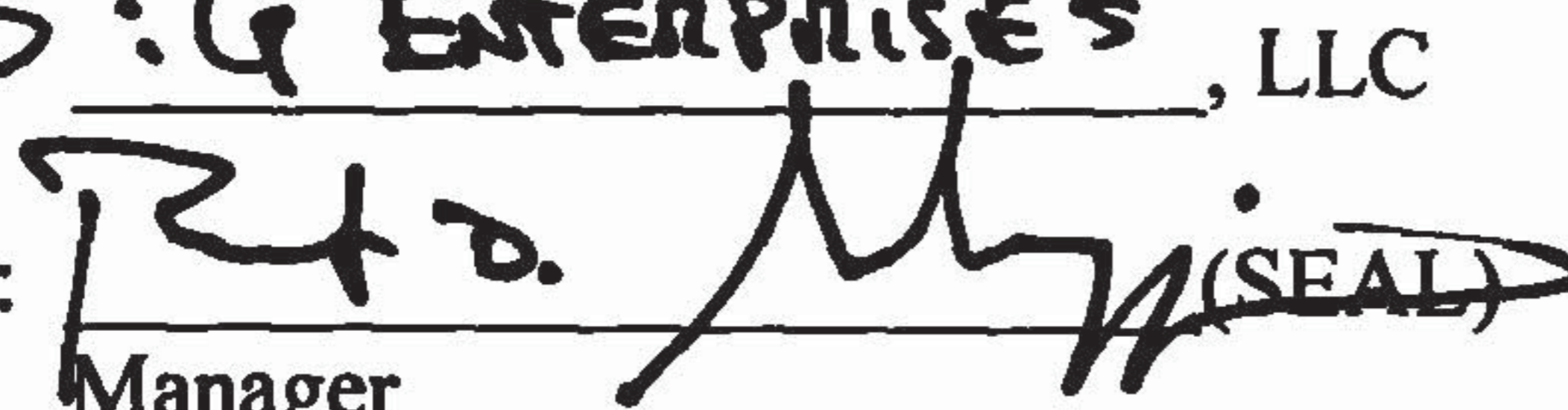
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

BIG ENTERPRISES, LLC
By:  (SEAL)
Manager
BRENT D. SALVAGGIO

I, Vicky J. Balson, a Notary Public of the County and State aforesaid, certify that
Bart D. Salvaggio, a manager of B+G Enterprises, LLC, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal, this the 20th day of December, 2018.

Vicky J. Balson
Notary Public

My commission expires: June 15, 2019





This document presented and filed:
01/04/2019 11:40:45 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 18 day of DECEMBER, 2018 by Jerry E. Barnhouse and wife Dianne L. Barnhouse, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

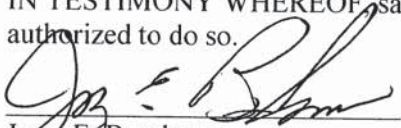
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

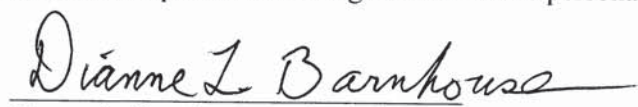
4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.


Jerry E. Barnhouse

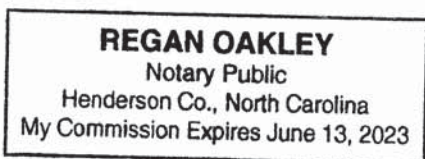

Dianne L. Barnhouse

State of North Carolina
County of Henderson.

I, Regan Oakley a Notary Public of the County and State aforesaid, certify that Jerry E. Barnhouse and Dianne L. Barnhouse personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 18 day of December 2018.

Notary Public Regan Oakley

My commission expires: June 13, 2023





This document presented and filed:
11/14/2018 03:54:23 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 25 day of October, 2018 by Steven Paul Bennett and wife Marilyn J. Bennett, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11457, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

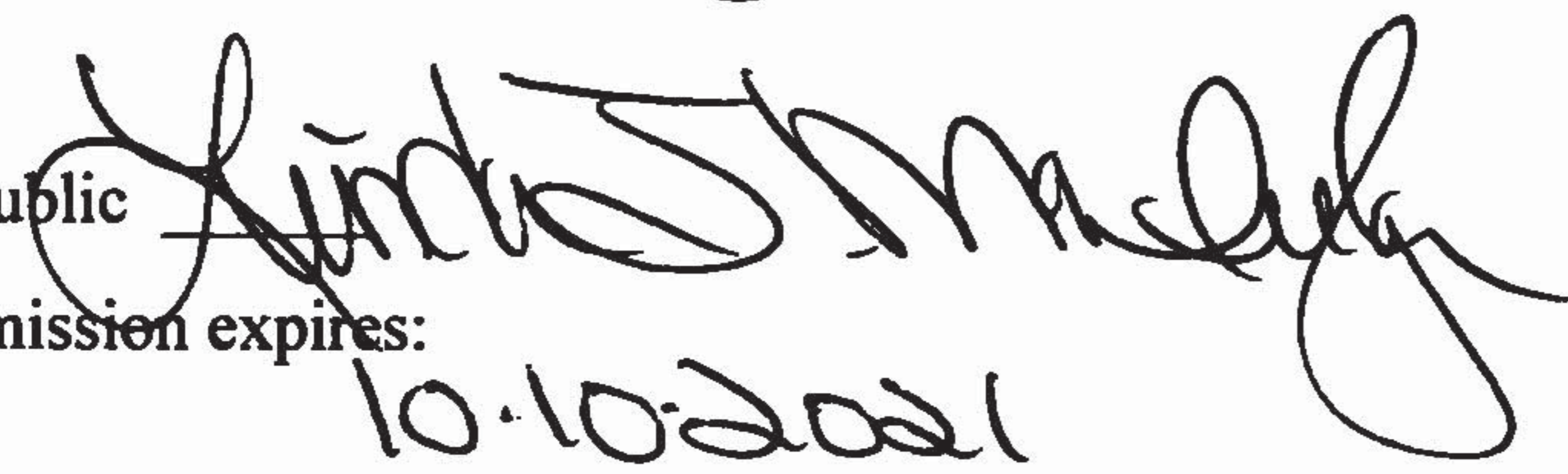
IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

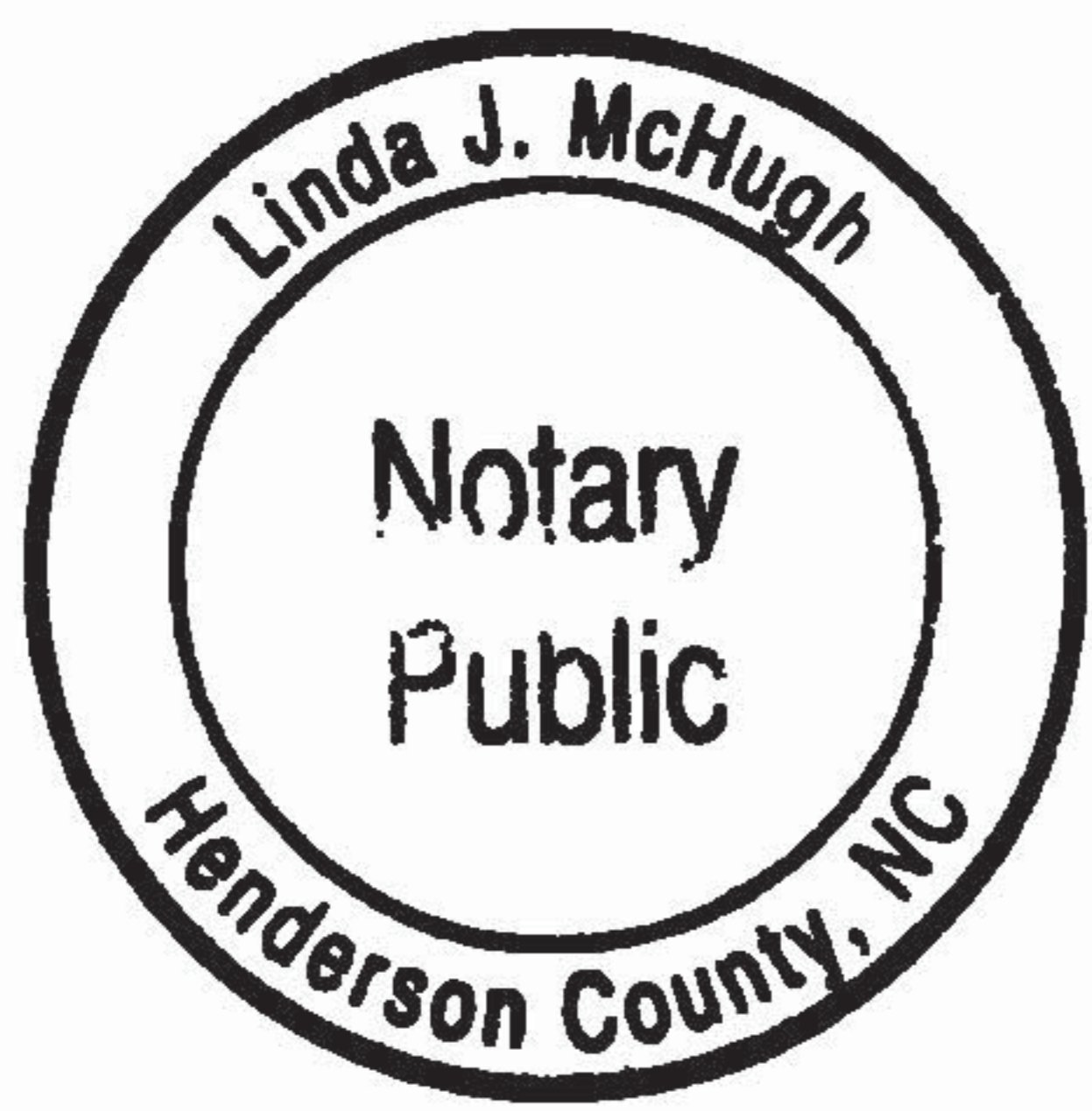

Steven Paul Bennett


Marilyn J. Bennett

State of North Carolina
County of Henderson

I, Linda J. McHugh a Notary Public of the County and State aforesaid, certify that Steven Paul Bennett and wife Marilyn J. Bennett personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this November 6, 2018.

Notary Public 
My commission expires: 10-10-2021





This document presented and filed:
01/17/2019 12:20:11 PM

AJ

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

Return to: City Box ←

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 8th day of January, 2019 by Brown Bear Holdings, LLC , a North Carolina Corporation, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11545, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet

horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Brown Bear Holdings, LLC

By:  (SEAL)
Manager

I, Catherine Justice, a Notary Public of the County and State aforesaid, certify that
James S. Brissie, a manager of Brown Bear Holdings LLC, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal, this the 8 day of January, 2019.

Catherine Justice
Notary Public

My commission expires: 10/23/20





This document presented and filed:
11/30/2018 10:51:56 AM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box ←

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 27 day of November, 2018 by Harlow R. Case, single, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11488, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.


3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

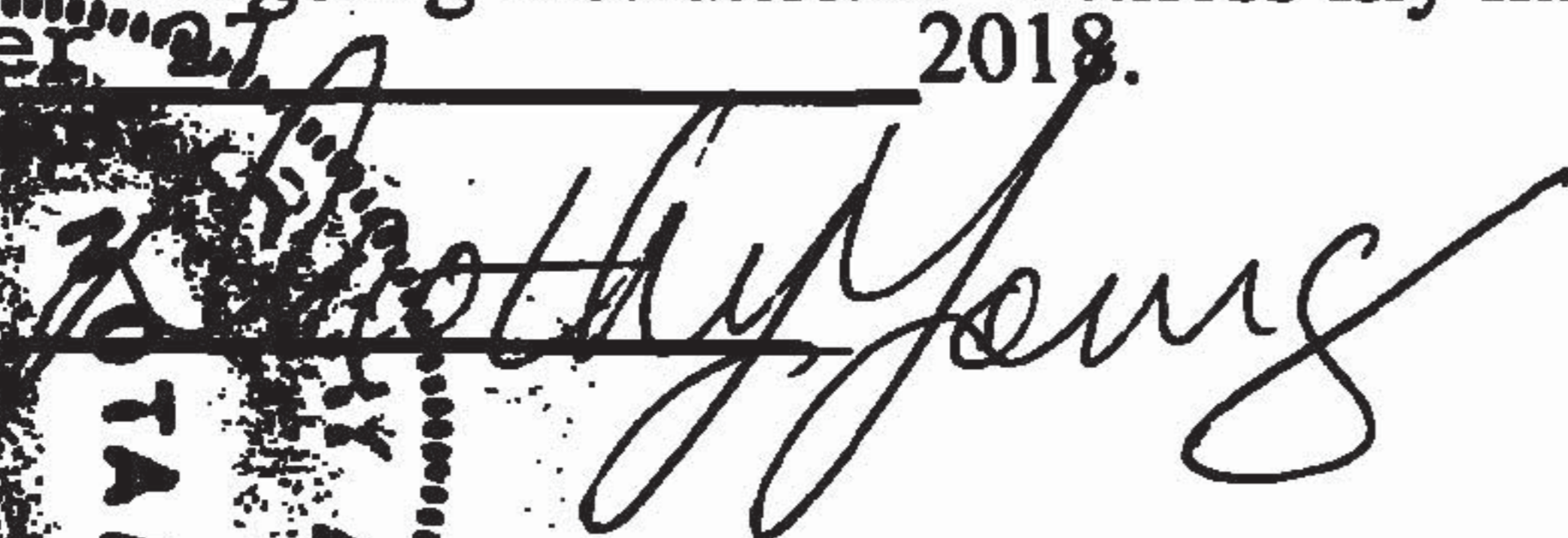
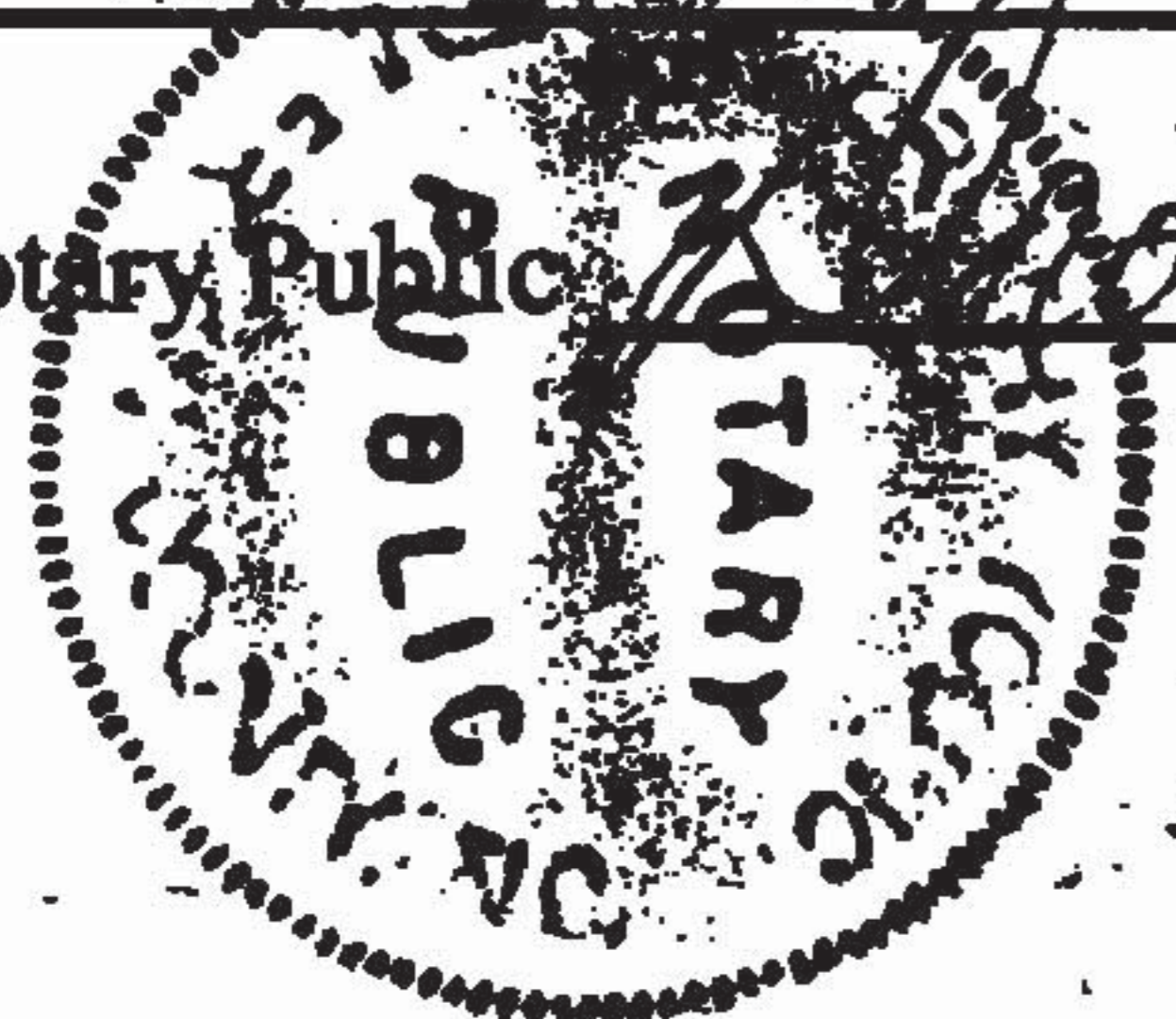
And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.


Harlow R. Case

State of North Carolina
County of Henderson

I, Dorothy Young a Notary Public of the County and State aforesaid, certify that Harlow R. Case personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this November 27 2018.

Notary Public 


My commission expires: 2-9-22



This document presented and filed:
01/25/2019 11:37:55 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 13th day of January, 2018 by Susan Metzger Ferrell and husband Rene Charles Stafford, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11490, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Susan Ferrell
Susan Metzger Ferrell

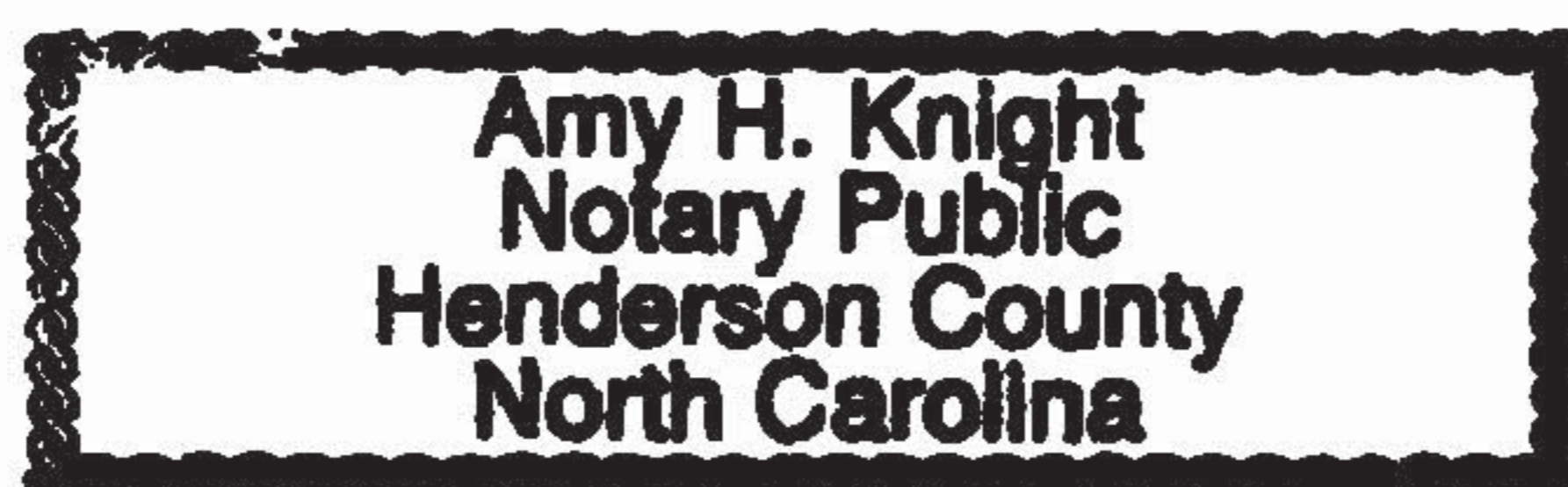
Rene Charles Stafford
Rene Charles Stafford

State of North Carolina
County of Henderson

I, Amy H Knight a Notary Public of the County and State aforesaid, certify that Susan Ferrell Rene Charles Stafford personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this January 18 2018.

Notary Public Amy H Knight

My commission expires: 9-23-2019





This document presented and filed:
01/04/2019 11:40:46 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 21st day of December, 2018 by Bill R. Fitzpatrick and wife Karen S. Fitzpatrick, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

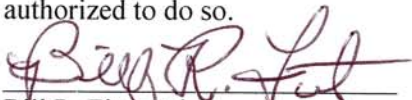
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.



Bill R. Fitzpatrick



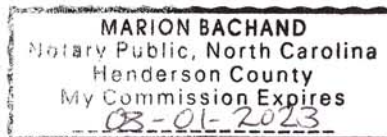
Karen S. Fitzpatrick

State of North Carolina
County of Henderson.

I, MARION BACHAND a Notary Public of the County and State aforesaid, certify that BILL R + KAREN S FITZPATRICK personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this DECEMBER 21 2018.

Notary Public

My commission expires:





This document presented and filed:
12/27/2018 12:11:19 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR
[N.C.G.S. 47-36.1]

Prepared by: Samuel H. Fritschner

↓
CITY BOX

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the North Carolina Deed of Easement recorded on November 7, 2018 in Book 3268, Page 127, Henderson County Registry, by and between Henry Groncki and wife Judith Groncki and The City of Hendersonville contained the following *typographical or other minor* error: Plat Slide number 11489 referenced is incorrect.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

Change Plat Slide number to 11488.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: _____)

A copy of the original instrument (in part or in whole) is attached.

[Handwritten Signature]

Signature of Affiant
Print or Type Name: Samuel H Fritschner

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Henderson

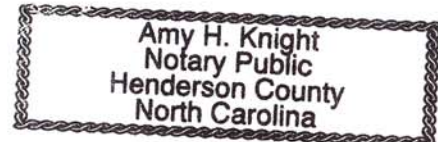
Signed and sworn to (or affirmed) before me, this the 19th day of Dec, 2018.

My Commission Expires:

9-23-2019

[Handwritten Signature]
Notary Public

(Affix Official/Notarial Seal)





This document presented and filed:
11/07/2018 03:22:48 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

ck

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 1 day of November, 2018 by Henry Groncki and wife Judith Groncki GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11489, of the Henderson County Registry.

11488

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

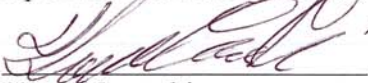
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.


4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

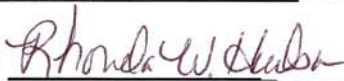
IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.


Henry Groncki


Judith Groncki

State of North Carolina
County of Henderson

I, Rhonda W. Hudson a Notary Public of the County and State aforesaid, certify that ~~Henry Groncki, Judith Groncki~~ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this November 1 2018.

Notary Public 

My commission expires: May 22, 2023

Rhonda W Hudson
NOTARY PUBLIC
Henderson County, NC
My Commission Expires May 22, 2023



This document presented and filed:
11/07/2018 03:22:45 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 1st day of ~~October~~ ^{November}, 2018 by Group Ventures, Inc. a North Carolina corporation, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11458, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

State of North Carolina
County of Henderson

Group Ventures, Inc.
BY: Robert Hogan Secretary

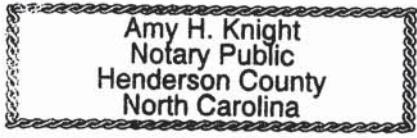
I, Amy H Knight, certify that Robert Hogan personally came before me this day and acknowledged that he is Secretary of Group Ventures, Inc, and that he, as Secretary, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 1st day of November 2018.

Amy H Knight

Notary Public
My commission expires:

9-23-2019





This document presented and filed:
01/17/2019 12:20:10 PM

AJ

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box ←

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 4th day of DECEMBER, 2018 by Haywood Townes Homeowners Association, Inc, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

John R. Anthony
Haywood Townes Homeowners Association, Inc.
BY: John R. Anthony
President

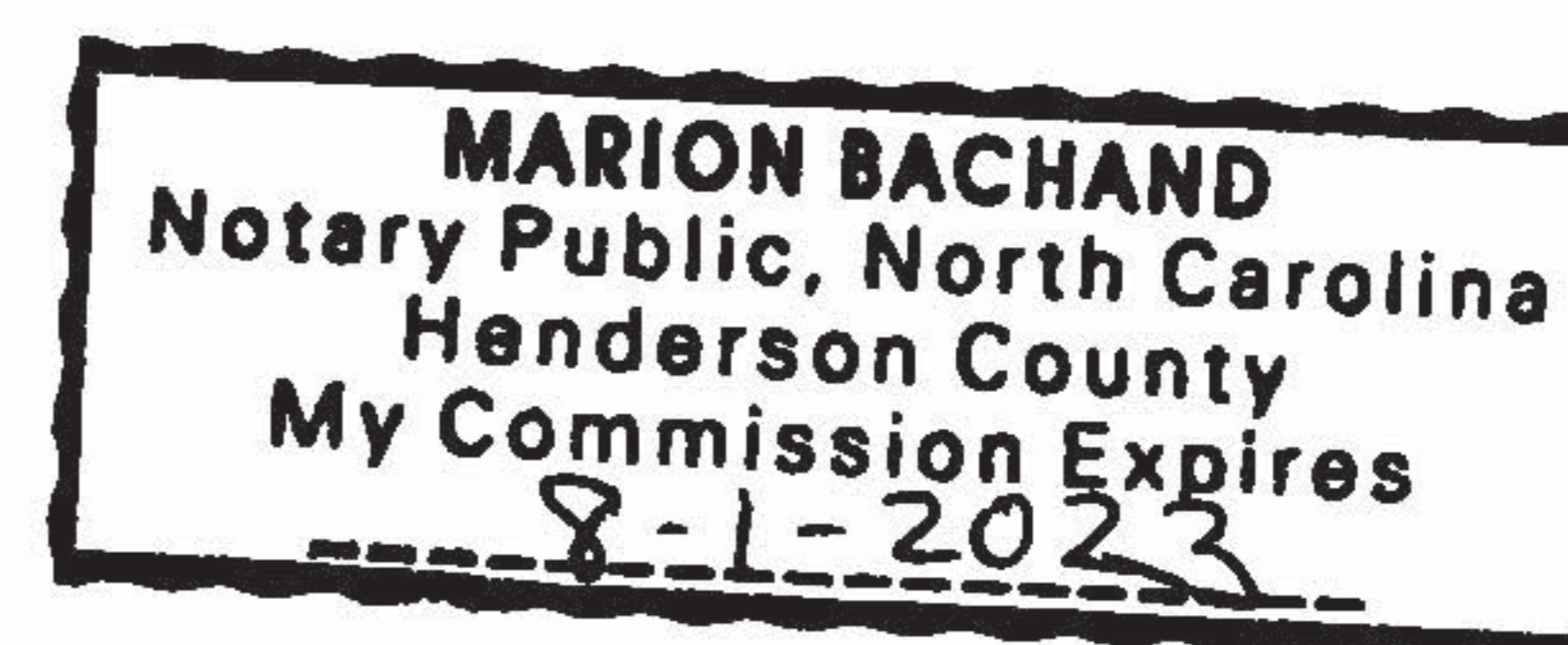
State of North Carolina
County of Henderson

I, MARION BACHAND, certify that JOHN ANTHONY personally came before me this day and acknowledged that she/he is President of Haywood Townes Homeowners Association, Inc, and that she/he, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 4th day of DECEMBER, 2018.

Marion Bachand
Notary Public

My commission expires: 8/1/2023





This document presented and filed:
12/19/2018 03:47:50 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 7th day of December, 2018 by J. Bartholomew Properties, LLC, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

W I T N E S S E T H:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11540, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

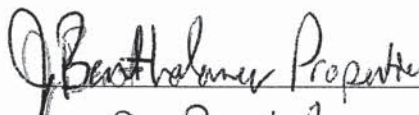
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.


4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

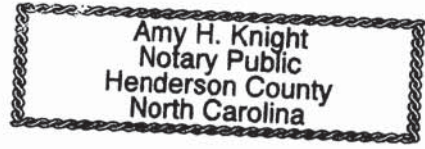
 Joe Benhalim Properties, LLC

By:  (SEAL)
Manager

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Amy H Knight, a Notary Public of the County and State aforesaid, certify that
Joe Bartholomew, a manager of J. Bartholomew Properties, LLC, personally appeared before me this
day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal,
this the 7th day of December, 2018.

Notary Public Amy H Knight
My commission expires: 9-23-2021





This document presented and filed:
12/27/2018 12:11:20 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR
[N.C.G.S. 47-36.1]

Prepared by: Samuel H. Fritschner

↓
CITY BOX

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the North Carolina Deed of Easement recorded on November 7, 2018 in Book 3268, Page 117, Henderson County Registry, by and between Vernon Jones and The City of Hendersonville contained the following *typographical or other minor error*: Plat Slide number 11488 referenced is incorrect.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

Change Plat Slide number to 11489.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: _____)

A copy of the original instrument (in part or in whole) is attached.

[Handwritten Signature]

Signature of Affiant
Print or Type Name: Samuel H Fritschner

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Henderson

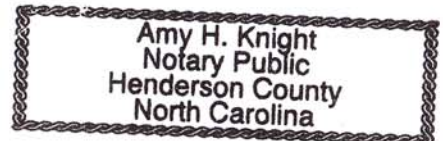
Signed and sworn to (or affirmed) before me, this the 19th day of Dec, 2018.

My Commission Expires:

9-23-2019

[Handwritten Signature]
Notary Public

(Affix Official/Notarial Seal)



893728



This document presented and filed:
11/07/2018 03:17:36 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 7th day of November, 2018 by Vernon Jones and spouse _____, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11488, of the Henderson County Registry.

11489

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet

horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Vernon Jones
Vernon Jones

, spouse of Vernon Jones

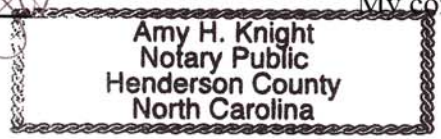
State of North Carolina

County of Henderson

I, Amy H Knight
Vernon Jones a Notary Public of the County and State aforesaid, certify that
7th November personally appeared before me this day and acknowledged the
execution of the foregoing instrument. Witness my hand and official stamp or seal, this
2018.

Notary Public Amy H Knight

My commission expires: 9-23-2019





This document presented and filed:
03/21/2019 01:45:30 PM

WT

WILLIAM LEE KING, Henderson COUNTY, NC

Transfer Tax: \$0.00

Excise tax: \$0.00

This instrument was prepared by Samuel H. Fritschner

Return to: City of Hendersonville Box

SEWER EASEMENT GRANT

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

KNOW ALL MEN BY THESE PRESENTS, that Clifford E. Kirby and wife Carla S. Kirby, hereinafter called the "Grantor," of the above named County and State have, for and in consideration of the sum of \$10.00 and other good and valuable consideration, has given, granted, sold and conveyed by these presents does give, grant, sell and convey unto the City of Hendersonville, a North Carolina Municipal Corporation, herein the Grantee, its successors and assigns an easement over and upon the lands fully described hereinafter, and attached to that real property described in those deeds recorded in Book 3075 at page 81 , Henderson County Registry, for the purpose of constructing, maintaining and keeping in repair and operation sewer, pipe lines and conduits and all necessary appurtenances thereto in anywise appertaining with the right and privilege of ingress, egress and regress for the purpose of maintaining or enlarging said pipe lines and conduits and for making such excavations, cuts and fills as may be requisite and necessary to the maintaining of said pipe lines and conduits and such additions thereto as may from time to time become necessary.

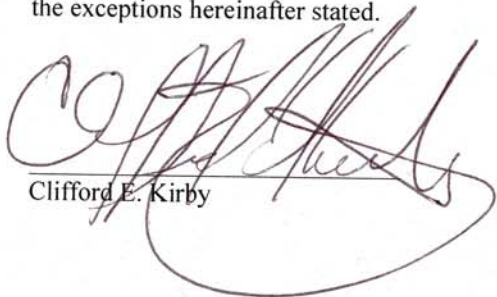
BEING an easement for the installation, maintenance, extension and withdrawal of a public sewer utility line as shown on plat recorded at plat slide 11667, of the Henderson County Registry.

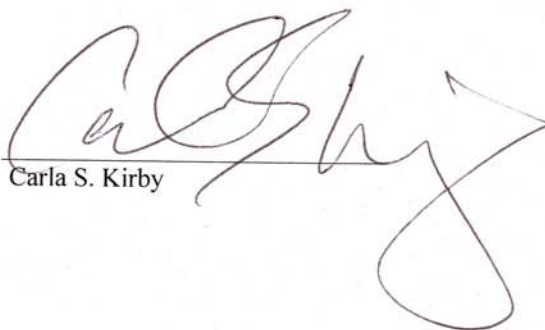
AND there is also granted herewith a temporary construction easement as shown on said attached survey, to last from the beginning of construction until project completion for the purpose of laying and constructing a sewer line.

AND the Grantee is further granted the right to use the said easement for operation and maintenance of the said sewer line. Upon completion of any work hereunder the Grantee shall restore the premises first above described to a condition as near the pre-construction condition as practicable, including the original topography, and shall repair all existing driveways and walkways damaged by the Grantee or its agents to their pre-construction condition. The Grantee shall interfere as little as reasonably possible with any plantings or improvements on said property of the Grantor, and shall further replant or replace, at the Grantee's option, any naturally-occurring or ornamental flora damaged during construction, as determined by the Grantee's Utilities Director or other authorized representative of the Grantee to be non-intrusive to the pipe line(s) and conduits being installed; provided further, the Grantor shall not erect any structures upon the easement or construct a street across said easement without the prior express written consent of the Grantee.

The Grantor covenants to and with the Grantee that the Grantor has is seized of the aforementioned real property in fee simple and has the right to grant said easement; that the Grantee shall have quiet and peaceful use and possession of said easement free from interference by all person whomsoever.

To have and to hold the described easements to the full extent set forth herein. And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in accordance with the terms hereof, that title is free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.


Clifford E. Kirby


Carla S. Kirby

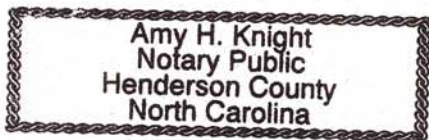
STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, Amy H. Knight, a Notary Public of County and State aforesaid, certify that Clifford E. Kirby and Carla S. Kirby personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the 21st day of March, 2019.

My commission expires: 9-23-2019

Amy H Knight
Notary Public



BOOK 3287 PAGE 354 (2)

896440



This document presented and filed:
01/04/2019 11:40:44 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 26th day of December, 2018 by Larry E. Lumsden and wife Carol J. Turnham, husband and wife, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Larry E. Lumsden
Larry E. Lumsden

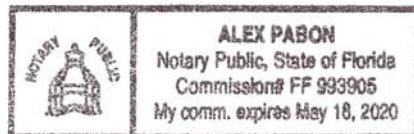
Carol J. Turnham
Carol J. Turnham

State of Florida
County of Manatee

I, Alex Pabon a Notary Public of the County and State aforesaid, certify that Larry and Carol Turnham personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 12/26/18 2018.

Notary Public

My commission expires:





This document presented and filed:
02/06/2019 09:43:45 AM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 29 day of January, ~~2018~~ ²⁰¹⁹ by Jean Lee McDonald, and unmarried person, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Jean Lee McDonald
Jean Lee McDonald

State of North Carolina
County of Henderson.

I, Garrett Hamm a Notary Public of the County and State aforesaid, certify that Jean McDonald personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 1/29/2019 ~~2018~~.

Notary Public Garrett Hamm

My commission expires: 08/25/2020





This document presented and filed:
01/04/2019 11:40:47 AM

WB

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 17th day of DECEMBER, 2018 by Richard E. Miley, Trustee of the Richard E. Miley Revocable Trust dated December 28, 2017 and Carol A. Miley, Trustee of the Carol A. Miley Revocable Trust dated December 28, 2017, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

REMA
MAY CAM

2. The Grantor ~~shall~~ preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Richard E. Miley
Richard E. Miley, Trustee

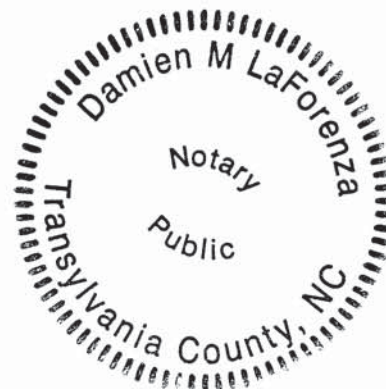
Carol A. Miley
Carol A. Miley, Trustee

State of North Carolina
County of Henderson.

I, Damien LaForeza a Notary Public of the County and State aforesaid, certify that Richard E. Miley, Carol A. Miley personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this Dec 17 2018.

Notary Public [Signature]

My commission expires: 2/5/2022





This document presented and filed:
04/04/2019 10:16:06 AM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

⇒ Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 27th day of March, 2019 by Dorothy Miller, Lewis R. Miller, Susan Green, Carol Barnes, Deborah Huntley Owen, Donald McFadden, Martha Rudisill, James F. Brewer, Jr., Jane Lengele, Glodyle Zigrossi, Nancy Barron, Mickie Jones, Chris Dietrich, Sandra Lindsey, Lynn Causey, Harvey Lindsey, Albert Barnjum, and Mary Ernst, GRANTORS, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11494, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Rosemarie Cermak (SEAL)
Signature

ROSEMARIE CERMAK (SEAL) 28791
Print name, address
12 S. WOODRIDGE VIEW CT
H'VILLE NC

Shirley Anthony (SEAL)
Signature

SHIRLEY ANTHONY (SEAL) 28791
Print name, address
35 S. WOODRIDGE VIEW CT

Elizabeth Baslow (SEAL)
Signature

41 N. Woodridge View Ct. (SEAL)
Print name, address

Carol Watkins (SEAL)
Signature

31 N Woodridge View Ct (SEAL)
Print name, address

[Signature] (SEAL)
Signature

75 N Creekside Court (SEAL)
Print name, address

Helen H Owen (SEAL)
Signature

HELEN H. OWEN (SEAL)
Print name, address
66 N WOODRIDGE VIEW CT

Dorothy Miller (SEAL)
Signature

Dorothy Miller 215 Woodridge View (SEAL)
Print name, address

[Signature] (SEAL)
Signature

Lewis R Miller 215 Woodridge View (SEAL)
Print name, address

Susan Green (SEAL)
Signature

Susan Green 60 S. Woodridge View Ct (SEAL)
Print name, address

Carol Barnes (SEAL)
Signature

CAROL BARNES 485 Woodridge View Ct (SEAL)
Print name, address

Deborah Huntley Owen (SEAL)
Signature
POA

Deborah Huntley Owen POA for Billie June Huntley (SEAL)
Print name, address
46 N. Woodridge View Court

Will E Myrtle (SEAL)
Signature

DOALD E MCFADDEN (SEAL)
Print name, address
59 S. WOODRIDGE VIEW CT

Martha B. Rudisill (SEAL)
Signature

Martha B. Rudisill (SEAL)
Print name, address
44 S. Woodridge View Ct.

James F. Brower (SEAL)
Signature

James F. Brower Jr. 225 Woodridge View Ct. (SEAL)
Print name, address

Jane Lingle (SEAL)
Signature

Jane Lingle (SEAL)
Print name, address
19 N WOODRIDGE VIEW CT

Madge A Zigras (SEAL)
Signature

Madge A Zigras 39 N. Creekside (SEAL)
Print name, address

Gwen Babbitt (SEAL)
Signature

Gwen Babbitt 59 N. Creekside (SEAL)
Print name, address

Mary S Bann (SEAL)
Signature

Nancy Barron 45 N Woodridge View Ct (SEAL)
Print name, address

Michie Jones (SEAL)
Signature

Michie Jones 31 N. Creekside Ct (SEAL)
Print name, address

Chris Dietrich (SEAL)
Signature

CHRIS DIETRICH 20 S Creekside Ct (SEAL)
Print name, address

Sandra Lindsey (SEAL)
Signature

Sandra Lindsey 46 S Creekside Ct (SEAL)
Print name, address

Lynn H Causey (SEAL)
Signature

Lynn Causey 19 N Creekside Ct (SEAL)
Print name, address

Harry Lindsey (SEAL)
Signature

2 S Woodridge View (SEAL)
Print name, address

Albert H Barnum (SEAL)
Signature

30 N. Wood Ridge View Ct (SEAL)
Print name, address
ALBERT H BARNUM

Mary Ernst (SEAL)
Signature

MARY ERNST 42 N. Woodridge View Ct (SEAL)
Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

____ (SEAL)
Signature

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Print name, address

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Signature

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Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

____ (SEAL)
Signature

____ (SEAL)
Print name, address

State of North Carolina
County of Henderson.

I, Angelica Dempsey a Notary Public of the County and State aforesaid, certify that

Dorothy Miller, Lewis A. Miller, Susan Green

Carol Barnes, Deborah Huntley Owen, Donald McFadden

Martha Hudisill, James F. Brewer Jr.

Jane Zengle, Glodyle Zigrassi

Nancy Barron, Mickie Jones

Chris Dietrich, Sandra Lindsey

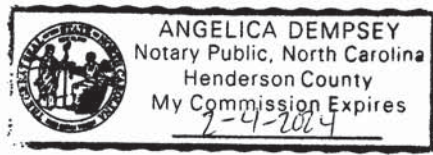
Lynn Causey, Harvey Lindsey

Albert Barajum, Mary Ernst

personally appeared before me this day and acknowledged the execution of the foregoing instrument.
Witness my hand and official stamp or seal, this 27 day of March 2019.

Notary Public: 

My commission expires: 2-4-2024





This document presented and filed:
03/08/2019 12:40:59 PM

AJ

WILLIAM LEE KING, Henderson COUNTY, NC

City box

AFFIDAVIT OF CORRECTION OF TYPOGRAPHICAL OR OTHER MINOR ERROR
[N.C.G.S. 47-36.1]

Prepared by: Samuel H. Fritschner

Each undersigned Affiant, jointly and severally, being first duly sworn, hereby swears or affirms that the North Carolina Deed of Easement recorded on January 9, 2019 in Book 3288 Page 693, Henderson County Registry, by and between Mountain Inn and Suites, LLC, a North Carolina Corporation and The City of Hendersonville contained the following *typographical or other minor error*: Plat Slide number 11542 referenced is incorrect.

Affiant makes this Affidavit for the purpose of correcting the above-described instrument as follows:

Change Plat Slide number to 11543.

Affiant is knowledgeable of the agreement and the intention of the parties in this regard. Affiant is the (check one)

- Drafter of original instrument being corrected
- Closing attorney for transaction involving instrument being corrected
- Attorney for grantor/mortgagor named above in instrument being corrected
- Owner of the property described in instrument being corrected
- Other (Explain: _____)

A copy of the original instrument (in part or in whole) is attached.

Signature of Affiant

Print or Type Name: Samuel H. Fritschner

Signature of Affiant
Print or Type Name: _____

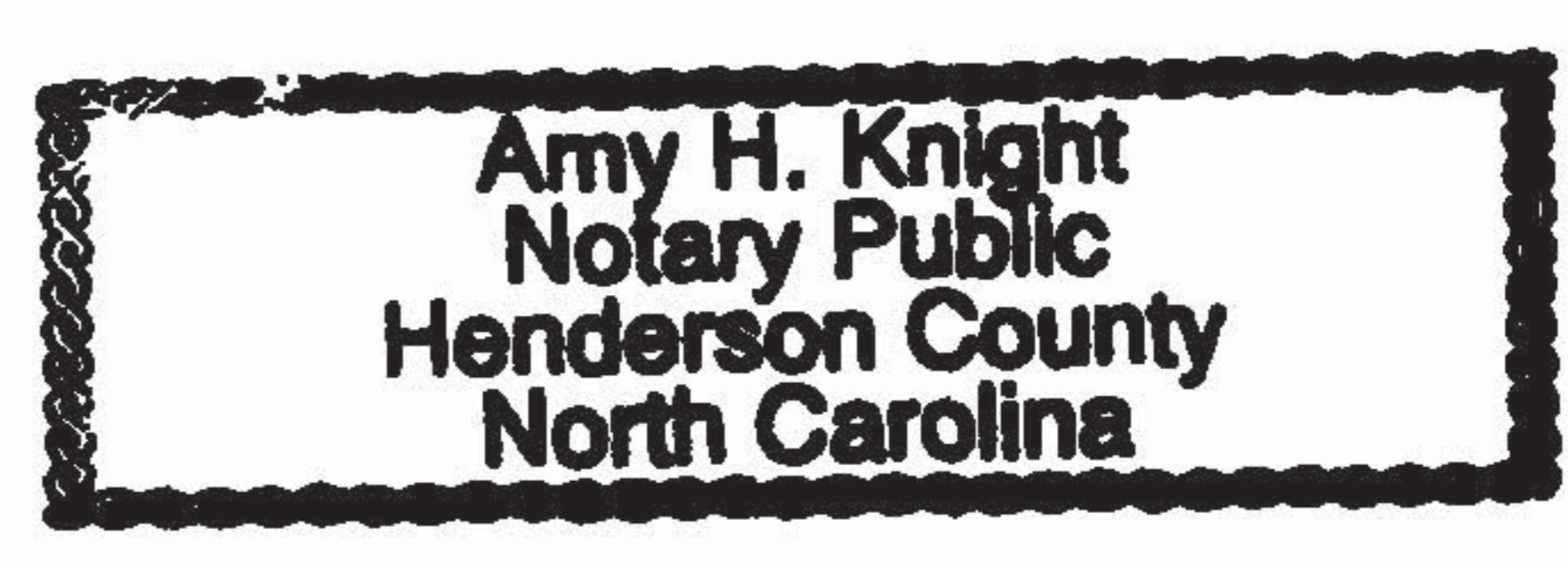
State of North Carolina County of Henderson

Signed and sworn to (or affirmed) before me, this the 8th day of March, 2019.

My Commission Expires:
9-23-2019

Notary Public

(Affix Official/Notarial Seal)



October 3, 2008

This document presented and filed:
01/09/2019 04:05:32 PMWILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00**Excise Tax: \$0.00**

This document was prepared by: Samuel H. Fritschner

Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON****NORTH CAROLINA DEED OF EASEMENT**

This Deed made this 9th day of January, 2019 by Mountain Inn and Suites, LLC, a North Carolina Corporation, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

Streambank maintenance easement Area "A" (0.45 acre)

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11542, of the Henderson County Registry.

Streambank maintenance easement Area "B" (0.58 acre)

A temporary easement for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11542, of the Henderson County Registry. The temporary easement will last from the beginning of work until that point in the future in which the Grantor undertakes to develop said easement area, at which time said Streambank Maintenance Easement Area "B" shall expire upon 30 days' written notice by the Grantor to the Grantee.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.
2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.
3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.
4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

Mountain Inn and Suites, LLC

By:  (SEAL)
Manager

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

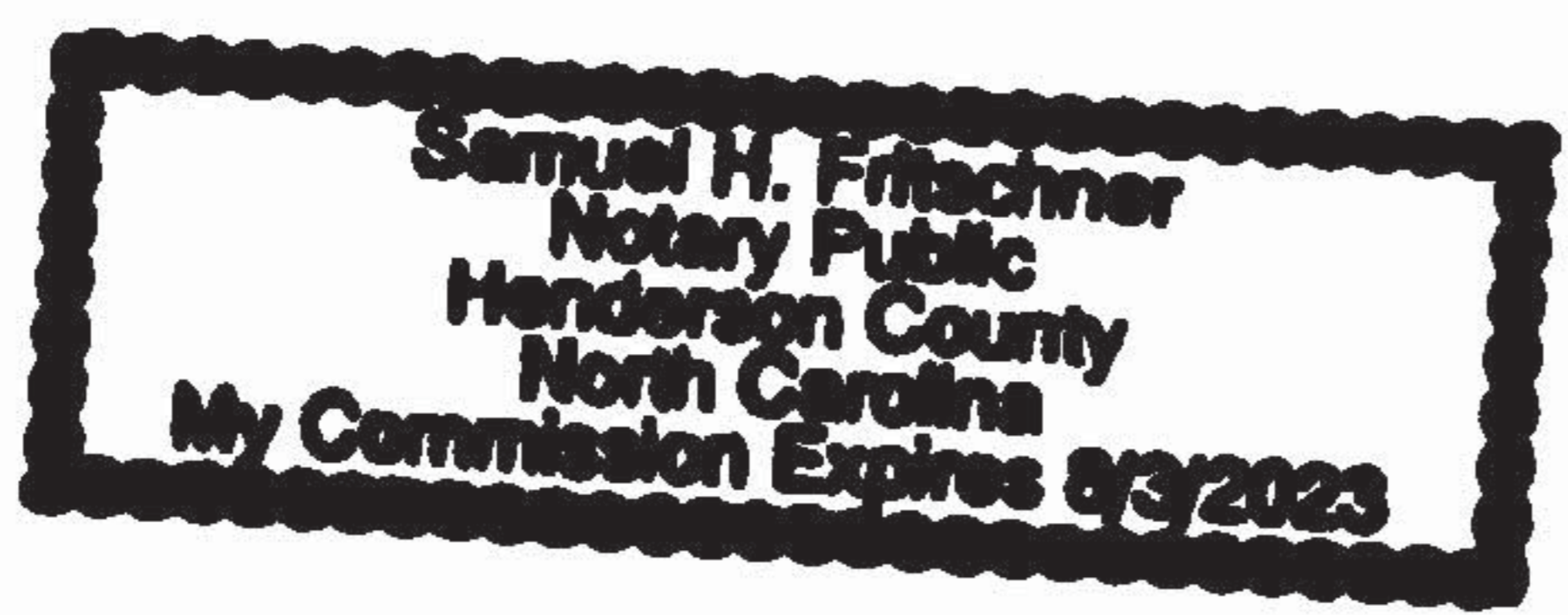
Book 3307 Book 3288
Page 341 Page 695

I, Samuel H. Fritschner, a Notary Public of the County and State aforesaid, certify that
Jeffrey C. Justice a manager of Mountain Inn and Suites, LLC, personally appeared before me
this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or
seal, this the 9th day of January, 2018.



Notary Public

My commission expires:



894040



This document presented and filed:
11/14/2018 03:54:24 PM

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: City Box

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this first day of November, 2018 by The Oaks Regime, a North Carolina non-profit corporation, GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, Hendersonville, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in the County of Henderson, State of North Carolina:

A nonexclusive permanent streambank maintenance easement and right-of-way for the purpose of installing, constructing, maintaining, preserving, monitoring, inspecting, restoring, adding to or altering and replacing natural vegetated stream banks and riparian areas through and across the property of the Grantor, said property and easement being more particularly shown on that plat recorded at Plat Slide 11490, of the Henderson County Registry.

There is further conveyed any easements and rights-of-way necessary as required for the above described purposes and as a means of ingress and egress.

1. The Grantor will never erect nor permit to be erected any new building or structure of any nature whatsoever, nor fill or excavate, nor construct any new impervious surface including asphalt or concrete pavement within the stream buffer, which shall apply on each side of the stream and shall measure 30 feet

horizontally from the top of the stream bank in a direction perpendicular to the stream flow. Existing pavement or structures may be maintained as necessary.

2. The Grantor shall preserve the natural vegetated streambanks installed by the Grantee and shall not disturb any of the measures taken to stabilize streams and their banks. The Grantor shall not remove, burn or cut trees or shrubs within the streambanks or the stream buffer, unless dead limbs or snags have fallen by natural means within the stream flow area; in which case these may be removed, but the stumps shall remain to help hold the banks together. Invasive species may be removed in accordance with FIFRA, EPA, state laws and regulations, and all other applicable authorities as necessary. Only effective EPA registered herbicides and application methods that are appropriate for the target species and site conditions may be used.

3. The Grantee, its successors and assigns and their designees and agents shall at all times have full and free use of the said easement and right-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the easement and right-of-way, including the right of access to and from the right-of-way and right to use abutting land adjoining the easement when necessary; provided, however, that this right to use abutting land shall be exercised only during periods of actual construction, maintenance or inspection, and then only to the minimum extent necessary.

4. The Grantee shall have the right to trim, cut and remove trees, shrubbery, invasive vegetation, fences, structures or other obstructions or facilities in or near the easement being conveyed, deemed by it to interfere with the restored streambank or riparian area.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

The Oaks Regime

BY:



President

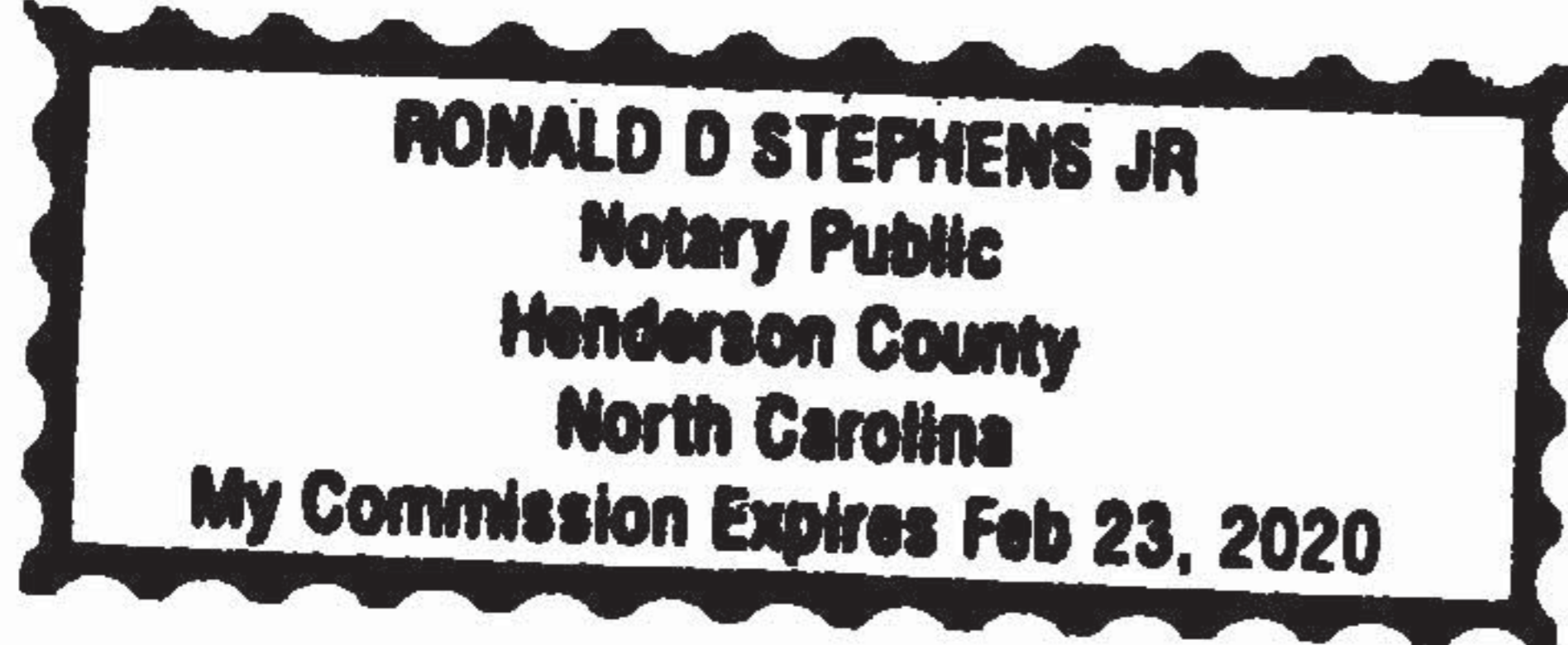
State of North Carolina
County of Henderson

I, Ronald D. Stephens, Jr. certify that Swane Johnson personally came before me this day and acknowledged that he/she is President of The Oaks Regime, a North Carolina non-profit corporation, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the November 1, 2018 day of

Ronald D. Stephens, Jr.
Notary Public

My commission expires: Feb. 23, 2020





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 4/18/2019

Presenter: John Connet

Date of Council Meeting to consider this item: 5/2/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06k

The Housing Assistance Corporation (HAC) is in the process of purchasing property with three blighted structures on S. Oak Street between 1st Avenue and Allen Streets. The property is currently served by water and sewer along Gravel Street. However, these water and sewer lines are in very bad shape. Staff is proposing that the City partner with HAC to relocate the water and sewer lines to S. Oak Street. By moving the lines, we can improve the water service in this area, eliminate a sewer line in poor condition and improve sewer availability for residents on S. Oak Street. In addition, HAC will be to create six single family lots for affordable/workforce housing.

The total estimated cost of the work is \$88,000. We would propose to do the work with our crews and I have asked HAC if they could help pay for the materials. I would recommend proceeding with installing these new water and sewer lines.

Budget Impact: \$ 88,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Would be funded in FY 2019/2020 Budget

Suggested Motion:

I move that the City partner with Housing Assistance Corporation to install water and sewer lines in S.Oak Street in return for six affordable housing units.

Attachments:

Proposed subdivision layout
Construction estimate



HOUSING ASSISTANCE

Dear Hendersonville City Council,

As you know, The Housing Assistance Corporation is a local nonprofit organization committed to providing safe and affordable housing for those of lower income in Henderson County and surrounding areas. We have built 176 single family homes to date and are currently in the process of constructing 6 more (7 more starting construction this summer). We are under contract to purchase property located on Gravel Street with the hopes of using that land for our next building site. Currently, that site is home to several dilapidated and graffiti covered buildings that our affordable homes will replace.

We recently learned that we would need to relocate the water and sewer lines that feed this property. This expense would drastically change the affordability rate at which we could provide our clients, therefore we are reaching out to see if the City of Hendersonville would be willing to assist in this project. We are estimating that The Housing Assistance Corporation would be able to cover the material cost associated with the project and demolition of the current structures, still providing our homeowners an affordable rate, if the City of Hendersonville would provide the labor.

Our community is in need of more diverse housing options and this project on Gravel Street would provide that to citizens of Hendersonville. The City has been a great partner throughout the years and we hope that we can once again work together to make our community an even better place to live.

Thank you for the continued support,

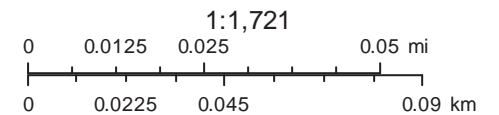
Sarah Grymes

Executive Director

110 Gravel St.



February 21, 2019



Henderson County IT/GIS
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

Preliminary Opinion of Probable Construction Cost

Prepared By: Adam Steurer, EI	Date: 4/17/2019	Project: S. Oak St Subdivision - Housing Assistance
-----------------------------------------	---------------------------	---------------------------------------------------------------

Materials - Water

Item	Unit	Quantity	Unit Price	Cost
6-inch DIP Water Main	L.F.	500	\$15	\$7,500
6-inch Tapping Sleeve & Valve	EA.	2	\$1,500	\$3,000
Fire Hydrant Assembly	EA.	1	\$2,800	\$2,800
Misc Fittings and Restraint	LS	1	\$2,500	\$2,500
ABC Stone	Ton	190	\$14	\$2,565
Sub-Total				\$18,365

Materials - Sewer

Item	Unit	Quantity	Unit Price	Cost
8-inch PVC SDR 35 Sewer Main	L.F.	300	\$15	\$4,500
4-foot Dia Manhole w/ Rim Lid	V.F.	8	\$250	\$2,000
ABC Stone	Ton	190	\$14	\$2,565
Sub-Total				\$9,065

Materials/Labor - Roadway Restoration

Item	Unit	Quantity	Unit Price	Cost
Mill Ex. Asphalt - 2"	SY	700	\$3	\$2,100
Asphalt Overlay- 2"	Ton	75	\$95	\$7,125
Asphalt Repair Trench - B25.0B	Ton	75	\$130	\$9,750
Sub-Total				\$18,975

Equipment & Labor By City Forces

City Construction Crew				
Item	Unit	Quantity	Unit Price	Cost
Crew Leader	Day	20	\$208	\$4,160.00
Line Mechanic Tech	Day	20	\$128	\$2,560.00
Line Mechanic Tech	Day	20	\$128	\$2,560.00
Line Mechanic Tech	Day	20	\$128	\$2,560.00
Sub-Total				\$11,840.00

Equipment				
Item	Unit	Quantity	Unit Price	Cost
Service Truck	Day	20	\$112	\$2,240
Excavator	Day	20	\$520	\$10,400
Trench Roller	Day	20	\$136	\$2,720
Dump Truck	Day	20	\$280	\$5,600
Sub-Total				\$20,960

Materials & Sub-contracted Labor	\$46,405
City Labor & Equipment	\$32,800
Construction Total	\$79,205
10% Contingency	\$7,921
Construction Budget	\$88,000

1. Does not include water and sewer tap installation fees.
2. Assume engineered design by COH staff



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 5/23/2019

Presenter: John Buchanan

Date of Council Meeting to consider this item: 5/2/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 061

As approved in the fiscal year 2019 Budget, the City purchased the list of vehicles and equipment below

- 4 – Police Ford Explorer \$190,820
- 2 – Police Dodge Durango \$ 77,815
- 1 – Police Chevrolet Tahoe \$ 53,640
- 2 – Dodge Ram 1500 \$ 46,440
- 1 – Ford F-150 \$ 25,750
- 1 – Swenson Salt & Sand Spreader \$ 17,300
- 2 – Econolite Traffic Controllers \$ 13,585
- 1 – Jaltest Truck Diagnostic \$ 10,000

A request for installment financing proposals was issued to provide funds for these purchases and we received nine responses. A summary of those responses is attached.

The proposals were reviewed on April 22, 2019 and Pinnacle Financial Partners was selected with a loan amount not to exceed \$465,100 with an interest rate of 2.25% for 5 years.

Staff requests that Council approve the resolution for the installment financing to be provided by Pinnacle Financial Partners.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Annual debt service of \$98,872.18 beginning in fiscal year 2020

Suggested Motion:

I move that City Council adopt the resolution authorizing the execution of an installment financing agreement with Pinnacle Financial Partners.

Attachments:

- Bank Bid Summary
- Amortization table
- Pinnacle Proposal
- Resolution

City of Hendersonville
 FY 2019 Equipment Financing Proposal Summary
 4/22/2019

Bank	Rate	Loan Term	Total D/S	Fees	Prepayment	Additional Terms
Pinnacle				\$ 1,500.00	no penalty	
	2.25	5 Year	\$495,861			
Us Bancorp	2.581	3 year	\$486,332	\$ -	After 13 months 103%	Provide validity opinion
	2.693	5 Year	\$500,235			
First Bank	2.65	3 year	\$487,506	\$ 600.00	no penalty	
	2.67	4 Year	\$494,073			
	2.69	5 Year	\$500,795			
BB&T	2.69	3 year	\$487,238	\$ -	anytime 100%	
	2.82	5 Year	\$501,926			
SunTrust	2.765	3 year	\$487,863	\$ 250.00	Year 1 103% Year 2 102% Year 3 101%	City attorney opinion
	2.782	4 Year	\$494,932			
	2.806	5 Year	\$501,989			
First Citizens Bank	2.70	3 year	\$487,322	\$ -	anytime 100%	City attorney opinion on validity and tax exempt status
	2.85	5 Year	\$502,326			
Carolina Alliance	2.944	3 year	\$489,396	\$ -	anytime	
	2.952	4 Year	\$496,564			
	2.968	5 Year	\$503,950			
Santander	2.99	3 year	\$489,632	\$ -	anytime 100%	rate valid 30 days
	3.02	5 Year	\$504,486			
Entegra	3.49	3 year	\$495,809	\$ -	no penalty	
	3.615	4 Year	\$505,956			
	3.75	5 Year	\$516,774			

City of Hendersonville
 FY 2019 Equipment Financing Amortization Schedules
 4/22/2019

FY	3 Year				4 Year				5 Year			
	Pinnacle				Pinnacle				Pinnacle			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019											1500	1,500.00
2020									88,904.71	9,967.46		98,872.17
2021									90,916.32	7,955.85		98,872.17
2022									92,973.45	5,898.73		98,872.18
2023									95,077.12	3,795.06		98,872.18
2024									97,228.40	1,643.79		98,872.19
Total									465,100.00	29,260.89	1500	495,860.89

FY	US Bancorp				US Bancorp				US Bancorp			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019												
2020	151,074.94	11,035.67		162,110.61					88,111.10	11,935.90		100,047.00
2021	154,999.36	7,111.26		162,110.62					90,499.90	9,547.10		100,047.00
2022	159,025.70	3,084.92		162,110.62					92,953.47	7,093.52		100,046.99
2023				-					95,473.56	4,573.44		100,047.00
2024				-					98,061.97	1,985.02		100,046.99
Total	465,100.00	21,231.85	-	486,331.85					465,100.00	35,134.98	-	500,234.98

FY	First Bank				First Bank				First Bank			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019			600	600.00			600	600.00			600	600.00
2020	150,970.30	11,331.56		162,301.86	111,690.70	11,677.58		123,368.28	88,116.45	11,922.57		100,039.02
2021	154,997.52	7,304.34		162,301.86	114,692.75	8,675.53		123,368.28	90,502.73	9,536.29		100,039.02
2022	159,132.18	3,169.69		162,301.87	117,775.48	5,592.80		123,368.28	92,953.62	7,085.40		100,039.02
2023				-	120,941.07	2,427.19		123,368.26	95,470.89	4,568.13		100,039.02
2024				-				-	98,056.31	1,982.69		100,039.00
Total	465,100.00	21,805.59	600	487,505.59	465,100.00	28,373.10	600	494,073.10	465,100.00	35,095.08	600	500,795.08

FY	BB&T				BB&T				BB&T			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019												
2020	150,909.67	11,503.11		162,412.78					87,884.59	12,500.57		100,385.16
2021	154,996.45	7,416.33		162,412.78					90,380.40	10,004.76		100,385.16
2022	159,193.88	3,218.90		162,412.78					92,947.11	7,438.05		100,385.16
2023				-					95,586.69	4,798.47		100,385.16
2024				-					98,301.21	2,083.95		100,385.16
Total	465,100.00	22,138.34	-	487,238.34					465,100.00	36,825.80	-	501,925.80

FY	SunTrust				SunTrust				SunTrust			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019			250				250	250.00			250	250.00
2020	150,796.04	11,824.79		162,620.83	111,501.56	12,168.94		123,670.51	87,909.53	12,438.32		100,347.85
2021	154,994.37	7,626.46		162,620.83	114,625.11	9,045.40		123,670.51	90,393.58	9,954.27		100,347.85
2022	159,309.59	3,311.24		162,620.83	117,836.16	5,834.35		123,670.51	92,947.81	7,400.03		100,347.85
2023				-	121,137.16	2,533.35		123,670.51	95,574.23	4,773.62		100,347.85
2024				-				-	98,274.85	2,073.00		100,347.85
Total	465,100.00	22,762.50	250	487,862.50	465,100.00	29,582.04	250	494,932.04	465,100.00	36,639.24	250	501,989.24

FY	First Citizens				First Citizens				First Citizens			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019												
2020	150,894.51	11,545.99		162,440.50					87,831.13	12,633.99		100,465.12
2021	154,996.17	7,444.33		162,440.50					90,352.16	10,112.96		100,465.12
2022	159,209.32	3,231.20		162,440.52					92,945.55	7,519.57		100,465.12
2023				-					95,613.37	4,851.75		100,465.12
2024				-					98,357.79	2,107.36		100,465.15
Total	465,100.00	22,221.52	-	487,321.52					465,100.00	37,225.63	-	502,325.63

FY	Carolina Alliance				Carolina Alliance				Carolina Alliance			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019				-				-				-
2020	150,504.45	12,627.43		163,131.88	111,190.49	12,950.57		124,141.06	87,594.94	13,195.06		100,790.00
2021	154,999.39	8,132.49		163,131.88	114,530.21	9,610.85		124,141.06	90,248.34	10,541.66		100,790.00
2022	159,596.16	3,535.72		163,131.88	117,936.10	6,204.96		124,141.06	92,946.79	7,843.21		100,790.00
2023				-	121,443.20	2,697.80		124,141.00	95,725.92	5,064.08		100,790.00
2024				-				-	98,584.01	2,205.90		100,789.91
Total	465,100.00	24,295.64	-	489,395.64	465,100.00	31,464.18	-	496,564.18	465,100.00	38,849.91	-	503,949.91

FY	Santander				Santander				Santander			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019												
2020	150,423.23	12,787.43		163,210.66					87,509.97	13,387.25		100,897.22
2021	154,954.51	8,256.15		163,210.66					90,172.72	10,724.50		100,897.22
2022	159,622.26	3,588.40		163,210.66					92,916.50	7,980.72		100,897.22
2023				-					95,743.77	5,153.45		100,897.22
2024				-					98,657.04	2,240.18		100,897.22
Total	465,000.00	24,631.98	-	489,631.98					465,000.00	39,486.10	-	504,486.10

FY	Entegra				Entegra				Entegra			
	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service	Principal	Interest	Fees	Debt Service
2019								-				-
2020	148,702.07	16,567.43		165,269.50	108,918.40	17,570.48		126,488.88	84,952.55	18,402.21		103,354.76
2021	155,424.81	9,844.69		165,269.50	114,430.38	12,058.50		126,488.88	89,738.21	13,616.55		103,354.76
2022	160,973.12	4,296.38		165,269.50	118,674.73	7,814.15		126,488.88	93,182.56	10,172.20		103,354.76
2023				-	123,076.49	3,412.37		126,488.86	96,759.11	6,595.65		103,354.76
2024				-				-	100,467.57	2,887.10		103,354.67
Total	465,100.00	30,708.50	-	495,808.50	465,100.00	40,855.50	-	505,955.50	465,100.00	51,673.71	-	516,773.71



Please note that the following term sheet is a preliminary outline of terms that may be appropriate for your request. This is not a loan commitment or an agreement of any kind by Pinnacle Financial Partners (PNFP). Neither this term sheet nor any other discussions between us shall imply any obligation on the part of PNFP to continue to discuss or enter into any future agreement with respect to any financing. Notwithstanding the exchange of term sheets such as this one, or correspondence or discussions relating to financing, whether or not containing expressions suggesting an agreement or understanding, no such commitment or agreement will exist unless and until it is embodied in a formal document and executed specifically as a loan commitment or other agreement by an authorized officer of PNFP.

DATE OF ISSUANCE: 4/12/19

BORROWER: City of Hendersonville, North Carolina

LENDER: Pinnacle Financial Partners

PURPOSE: Purchase of vehicles and equipment outlined in the RFP

AMOUNT: \$465,100

REPAYMENT TERMS: 5-year total loan term with semi-annual principal and interest payments of \$49,436.09. See attached amortization schedule.

INTEREST RATE: 2.25% fixed.

SECURITY: UCC filing listing vehicles and equipment referenced in RFP.

APPRAISAL: N/A

OWNERS/GUARANTORS None



1999 Hendersonville Road, Asheville NC 28803



PREPAYMENT PREMIUM: N/A

ORIGINATION FEE: \$1,500

ADDITIONAL: All necessary closing costs will be taken from the origination fee.

The Bank reserves the right to request additional information pertinent to the underwriting of this credit request.

The Bank agrees to the contract specifications as outlined in Section B of the RFP.

Amortization Schedule:

BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE
\$465,100.00	\$49,436.09	\$0.00	\$49,436.09	\$44,203.71	\$5,232.38	\$420,896.29
\$420,896.29	\$49,436.09	\$0.00	\$49,436.09	\$44,701.00	\$4,735.08	\$376,195.28
\$376,195.28	\$49,436.09	\$0.00	\$49,436.09	\$45,203.89	\$4,232.20	\$330,991.39
\$330,991.39	\$49,436.09	\$0.00	\$49,436.09	\$45,712.43	\$3,723.65	\$285,278.96
\$285,278.96	\$49,436.09	\$0.00	\$49,436.09	\$46,226.70	\$3,209.39	\$239,052.26
\$239,052.26	\$49,436.09	\$0.00	\$49,436.09	\$46,746.75	\$2,689.34	\$192,305.51
\$192,305.51	\$49,436.09	\$0.00	\$49,436.09	\$47,272.65	\$2,163.44	\$145,032.86
\$145,032.86	\$49,436.09	\$0.00	\$49,436.09	\$47,804.47	\$1,631.62	\$97,228.39
\$97,228.39	\$49,436.09	\$0.00	\$49,436.09	\$48,342.27	\$1,093.82	\$48,886.12
\$48,886.12	\$49,436.09	\$0.00	\$48,886.12	\$48,336.15	\$549.97	\$0.00



**RESOLUTION AUTHORIZING THE EXECUTION OF AN INSTALLMENT
FINANCING AGREEMENT, A SECURITY AGREEMENT AND RELATED
DOCUMENTS IN CONNECTION WITH THE FINANCING OF EQUIPMENT
FOR THE CITY OF HENDERSONVILLE**

WHEREAS: The City of Hendersonville (“City”) has previously determined to undertake a project for the financing of vehicles and equipment and, and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The City issued a Request for Proposal from financial institutions for installment financing and hereby determines to finance the Project through Pinnacle Financial Partners, The amount financed shall not exceed \$465,100, the annual interest rate shall not exceed 2.25%, and the financing term shall not exceed five years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director’s release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document’s final form.
5. The City intends that the adoption of this resolution will be a declaration of the City’s official intent to reimburse expenditures for the project that is to be financed from the proceeds of the Pinnacle Financial Partners financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City’s general fund or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this 2nd day of May, 2019

Barbara G. Volk, Mayor

Attest

Tammie K. Drake, MMC, City Clerk

SEAL



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Musselwhite

Department: Finance

Date Submitted: 04/23/2019

Presenter: John Buchanan

Date of Council Meeting to consider this item: 05/02/2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 06m

The Revenue Department would like to request the City Council to approve the SmartBill Corporation contract for bill and insert print/mail services. This would replace the current contract with Municode Corporation. Municode has limited ability to provide on-line bill presentation with our current software. In September of 2018, Municode implemented a minimum fee for processing of \$50.00 for any services. We continue to have issues with production, sorting and mailing of our billing documents. In March 2019, Municode has sold the production business to ENCO services.

SmartBill Corporation is a fully integrated bill and insert print/mail service that would decrease the current cost of services. SmartBill provides industry-leading software automation tools that reduce time document changes, conversions and delivery to customers. The initial term of the contract is two years with automatically renew for an additional term.

Budget Impact: \$ 65,000 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

I move that Council approve the contract with SmartBill Corporation for the insert/print mail services.

Attachments:

Smart Bill Contract

Contract Review Form

Smart Bill

(Contract Name)

Department Head:

I hereby certify that I have reviewed this contract and it meets the terms and conditions as negotiated between the service provider (contractor) and my department.

Department Head

Date

Purchasing Agent: Reserved for future use

Finance Director: Budgeted Yes _____ No

Account Postage 607113-532500
Bills 607113-569000

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Director

4/15/19
Date

City Clerk: _____ **Applicable** _____ **Not Applicable**

I hereby certify that this contract meets the terms and conditions as approved by the Hendersonville City Council on _____

City Clerk

Date

City Attorney:

I hereby certify that I have reviewed this contract and approve the form.

City Attorney

Date

City Manager:

I hereby certify that this contract has been reviewed and approved by all necessary parties. The contract is now approved for execution.

City Manager

Date

****Copy of Contract Given to City Clerk for Files****

City Clerk

Date

This Production Agreement ("**Agreement**") is made and entered into this [REDACTED] day of [REDACTED], 2019 ("**Effective Date**"), by and between SMARTBILL, LTD., an Ohio corporation ("**SmartBill**"), and The City of Hendersonville ("**Client**", and collectively with SmartBill, Ltd., "**Parties**"; Client and SmartBill may each be generically referred to as a "**Party**"). In consideration of the mutual promises and covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Section 1. Scope of Production Agreement. SmartBill agrees to provide to Client the "**Services**" set forth in Schedule 1 attached hereto and incorporated herein by this reference, and Client agrees that SmartBill shall be Client's sole and exclusive provider of goods and/or services of the type or nature of the Services during the Term (as defined below). During the Term, Client agrees to furnish all data and documentation requested by SmartBill to perform the Services. Client requires and shall purchase, and SmartBill agrees to produce, a minimum Twenty Six Thousand (26,000) statements [Monthly] ("**Minimum Commitment**") based upon the rates and terms provided herein. In the event that Client does not fulfill the Minimum Commitment for a given month, Client shall pay to SmartBill a "**Minimum Processing Fee**" equal to the product of (i) the difference between the Minimum Commitment and the actual number of statements ordered by Client for the relevant month, multiplied by (ii) the effective per statement rate.

Section 2. Fees. Client agrees to pay SmartBill fees for the Services as set forth in Schedule 2 attached hereto and incorporated herein by this reference ("**Fees**", which Fees are subject to adjustment as set forth below). SmartBill will invoice Client for the Services provided each month on or before the 15th day of the subsequent month, provided that SmartBill may immediately provide the invoice following the conclusion of each month ("**Invoice**"). Invoices are due upon receipt and will be considered past due if not paid in full within thirty (30) days of receipt. A late fee will be assessed on Invoices not paid within thirty (30) days of receipt as set forth in Section 3 below ("**Late Fee**"). SmartBill will not increase the Fees for a period of twelve (12) months from the Effective Date ("**Initial Pricing Period**"). SmartBill may increase the Fees following the Initial Pricing Period at the discretion of SmartBill upon written notice to Client, provided that (i) SmartBill may increase the Fees no more than one (1) time during any twelve (12) month period following the Initial Pricing Period (each such twelve (12) month period, a "**Pricing Period**") and (ii) SmartBill may not, during any Pricing Period, increase the Fees by more than ten percent (10%) of the Fees in effect during the preceding Pricing Period. In the event that Client terminates this Agreement as permitted herein by providing a termination notification, then Client will be responsible for paying for all Fees accrued and Services rendered between the termination notice date and the termination effective date.

Section 3. Late Payment Fees. The Late Fee will equal one and one-half percent (1.5%) each thirty (30) days on the amounts due under the relevant unpaid Invoices, accruing as

follows: (i) one and one-half percent (1.5%) of the entire unpaid Invoice amount shall accrue immediately following the thirtieth (30th) day after receipt of such Invoice; and (ii) following the 30th day after receipt of the unpaid Invoice, daily at the corresponding rate of one thirtieth (1/30) of one and one-half percent (1.5%) or five hundredths of one percent (0.05%).

Section 4. Term. The term of this Agreement shall commence on the Effective Date and continue for a period of two (2) years, and shall automatically renew for an additional term of the contract on the anniversary of the Effective Date and each anniversary of the Effective Date thereafter unless a written notice of non-renewal is received by either Party at least sixty (60) days prior to the relevant Effective Date anniversary (“**Term**”); provided, however that this Agreement may be terminated in accordance with certain other provisions set forth in this Agreement.

Section 5. Postage. Client shall deposit a permanent postage deposit with SmartBill in the amount specified on Schedule 3 (“**Postage Deposit**”) no later than ten (10) days after the Effective Date. SmartBill may, in its sole discretion, adjust the Postage Deposit amount due to changes in Client’s volume, postage usage, postal rates or payment history, or any other reason deemed appropriate by SmartBill, so long as Client is provided advance written notice of such adjustment. Upon termination of this Agreement, SmartBill shall return the Postage Deposit to Client after Client has paid for all Services and postage provided to or on the behalf of Client in performance of the Services. If this Agreement is terminated due to a default by Client, upon such a termination SmartBill may apply any of the Postage Deposit or any other Client’s funds that SmartBill holds against any sums that Client owes SmartBill. **IF CLIENT FAILS TO MAINTAIN THE DEPOSIT AT THE REQUIRED LEVELS, OR IF CLIENT FAILS TO TIMELY PAY ALL INVOICES AS SPECIFIED IN SECTION 2, SMARTBILL MAY IMMEDIATELY SUSPEND ITS PERFORMANCE OF ALL ITS DUTIES, SERVICES, AND OBLIGATIONS UNDER THIS AGREEMENT UNTIL THE DEPOSIT IS PROPERLY PAID AND MAINTAINED AND ALL OUTSTANDING INVOICES ARE PAID.**

Section 6. Expenses. Client will reimburse SmartBill for all costs and expenses associated with the performance of Services for Client, such as costs and expenses associated with, freight, delivery service and other required supplies in connection with providing the Services (“**Expenses**”).

Section 7. Termination. Upon breach or default with respect to any term contained herein by a Party, regardless of whether such term is material or not (“**Default**”), the non-Defaulting Party may send the Defaulting Party a notice of such Default (“**Notice of Default**”). If such noticed Default remains uncured for thirty (30) days after the Defaulting Party’s receipt of the Notice of Default, this Agreement shall be terminated unless the non-Defaulting Party

agrees or specifies otherwise in writing. Neither Party may terminate this Agreement unless (i) such Party terminates this Agreement pursuant to this Section after the other Party Defaults or (ii) such Party provides appropriate notice of nonrenewal pursuant to Section 4 in order to end the Term of this Agreement. Examples of Default include, but are not limited to, the: (a) failure of Client to pay for all goods and/or Services as provided in this Agreement; (b) non-Appropriation of funds by [authorizing agent]; (c) any other Default by Client or SmartBill with respect to any term or condition of this Agreement.

Section 8. Force Majeure. Other than any obligation to pay money, neither Party shall be responsible for delays or failures in performance resulting from acts or occurrence beyond the reasonable control of such Party, including, without limitation, the following: fire, explosion, power failure, flood, earthquake, or other act of god; war, revolution, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts (“**Force Majeure**”). In such Force Majeure, the Party affected shall be excused from such performance, on a day-to-day basis. Likewise, such other Party not directly affected by such Force Majeure shall also be excused from performance of its obligations on a day-to-day basis to the extent such party’s obligations relate to the other Party’s performance interfered with by the Force Majeure.

Section 9. Confidentiality. SmartBill agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf that are non-public and confidential shall, subject to the disclosure required for the performance of SmartBill’s obligations hereunder, not be intentionally or recklessly disclosed or otherwise disseminated by SmartBill without the consent of Client.

Section 10. WARRANTIES/DISCLAIMER OF WARRANTIES. SmartBill shall provide all goods and/or Services in accordance with the terms specifically set forth in Schedule 1. The parties hereto agree that this Agreement is only for the production of those goods and/or Services set forth in Schedule 1. **ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT ARE HEREBY DISCLAIMED. CLIENT EXPRESSLY ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY OTHER STATEMENT NOT CONTAINED IN THIS AGREEMENT AND THAT THIS WARRANTY CONSTITUTES THE ONLY WARRANTY WITH RESPECT TO THE GOODS AND SERVICES TO BE PROVIDED TO CLIENT. THE STATED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.**

Section 11. Limitation of Liability. The liability of SmartBill with respect to any failure to provide the goods and/or Services as required under this Agreement shall be limited to the processing and service fees actually paid to SmartBill for the defective goods or services. The liability of SmartBill with respect to any Default hereunder shall be limited to the Fees actually paid to SmartBill for the good and services claimed to be in Default. **SMARTBILL IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFIT OR INCOME.** Client has accepted this restriction on its right to recover incidental and consequential damages as a part of its bargain with SmartBill. Client acknowledges that SmartBill's Fees would be higher if SmartBill were required to bear the risk of responsibility for these damages.

Initial: City of Hendersonville [REDACTED] SmartBill [REDACTED]

Section 12. Governing Law and Jurisdiction. Except to the extent governed by applicable federal law, this Agreement shall be interpreted under and governed by the laws of the State of Ohio, and any dispute between the Parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of North Carolina, regardless of conflicts of laws. The Parties agree that the exclusive venue for disputes between them shall be the ~~Common Pleas~~ Courts of Henderson County, North Carolina, and each party hereby waives any objection it might have to the personal jurisdiction of or venue in such courts and waives any right to file or remove any such action or claim to federal court.

Section 13. Severability. If any provision of this Agreement is deemed invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such invalid, or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be automatically as part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

Section 14. Waiver; Modification of Agreement. No waiver, amendment or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representative of both Parties hereto. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Further, to the extent that a provision is waived in strict accordance with the above guidelines, no waiver of any provision of this Agreement shall constitute a waiver of any other provision or term not expressly waived in writing and signed by authorized representative of both Parties hereto, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

Section 15. Notice. All notices must be in writing and if not personally delivered, be sent by facsimile, first class mail, nationally recognized overnight, delivery services or by electronic mail. Mailed notices will be effective on the other Party upon receipt. Notice by personal delivery or delivery service will be effective when delivered. When sent by facsimile or electronic mail, notice will be effective on the day the transmission is received by the recipient provided that (a) a duplicate copy of the notice is promptly given by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Either party may change the address to which notices are to be sent by giving notice of such a change to the other party. Addresses for notice purposes are as follows:

SmartBill:	SmartBill, Ltd. Corporate Office 1050 O'Neill Drive P.O. Box 105 Hebron, OH 43025-0105 Facsimile: 740.928.5438 Email: robh@smartbillcorp.com	SmartBill, Ltd. 3300 International Airport Dr. Suite 200 Charlotte, NC 28208 Phone: 980.299.6664
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Client: City of Hendersonville
145 5th Avenue East
Hendersonville, NC 28792
828.697.3022
jmusselwhite@hvlnc.gov
Facsimile: 828.692.1510

Section 16. Entire Agreement. This Agreement and its exhibits and schedules constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the production of goods and Services for Client by SmartBill and supersede all prior and contemporaneous understandings or agreements of the Parties. **NO PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, NOR IS ANY PARTY RELYING ON ANY REPRESENTATION OR WARRANTY OUTSIDE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.**

Section 17. Attorney Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding it shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to phone calls, photocopies, expert witness, travel, etc., ~~and reasonable attorney fees to be fixed by the court.~~ Such recovery shall include court costs, out-of-pocket expenses and attorney fees on appeal, if any.

Section 18. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of all the successors and assigns of the Parties hereto. The Parties hereto execute this Agreement through their duly authorized officers, as of the day and year first written above.

Section 19. Authority to Bind. SmartBill and Client warrant that the person executing this Agreement has full and legal authority to execute this Agreement for and on behalf of its respective legal entity it is purporting to bind to the terms of this Agreement, as well as the full legal ability to bind such legal entity to the terms contained in this Agreement.

Section 20. No Partnership or Joint Venture. No agency, partnership, joint venture or other relationship is intended hereby, and neither party shall be deemed the agent, servant, employee, partner or joint venturer of the other party. Client and SmartBill shall not, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement, there shall not be deemed to have occurred a merger or any joint enterprise between Client and SmartBill.

Section 21. Cooperation of Parties. Each party agrees to cooperate in good faith with the other party in all aspects of accomplishing the intent of this Agreement, including but not limited to signing documents and taking other actions as may be reasonably necessary or proper for such purpose.

Section 22. Headings. Headings or captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any of the terms hereof.

Section 23. Interpretation. All provisions herein shall be construed in all cases as a whole according to its fair meaning, neither strictly for nor against either Client or SmartBill and without regard for the identity of the party initially preparing the same. Titles and captions are inserted for convenience only and shall not define, limit or construe in any way the scope or intent of this Agreement. References to sections are to sections as numbered in this Agreement unless expressly stated otherwise.

Section 24. Counterparts. This Agreement may be signed in multiple counterparts which, when duly delivered and taken together, shall constitute a binding Agreement between all parties.

Section 25. Exhibits. All exhibits attached to this Agreement are incorporated herein by reference.

Section 26. Joint and Several Liability. If any party consists of more than one person or entity, the liability and responsibilities of each such person or entity with respect to this Agreement shall be joint and several.

Section 27. Extension of Performance Deadline if Non-Business Day. If the date for performance of any obligation of the parties to this agreement falls on a non-Business Day, then the performance of the relevant obligation shall become due on the next Business Day following such date.

Section 28. Legal Counsel. Client and SmartBill acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. Neither Client nor SmartBill is relying upon any legal advice from the other party's counsel regarding the subject matter hereof. Both parties acknowledge that they understand the terms and conditions of this Agreement and the terms and conditions of all other documents and agreements executed in connection herewith and that they sign the same freely. Neither Client nor SmartBill shall deny the enforceability of any provision of this agreement or any of the other documents or agreements executed in connection herewith on the basis that it did not have legal counsel.

SMARTBILL, LTD.

By: _____
Name: Robin W. Hess
Title: President

CITY OF HENDERSONVILLE

By:  _____
Name: John Buchanan
Title: Finance Director

SCHEDULE 1**SERVICES****For: CITY OF HENDERSONVILLE****SmartBill will provide the following services:****Format Data**

- Format Data (Layout and custom design statement to 8.5" x 11")
- Create Multiple statements per customer's instructions
- Create custom message if applicable
- Sort and remove any customer-identified accounts
- Presort data for barcode postage rates
- Create statement PDF files for easy in office viewing and reprinting

Laser Printing

- Laser print documents using up to 600 X 600 DPI

Statement Rendering

- Fold and insert documents into standard business #10 envelope
- Insert #9 return envelope when applicable
- Insert statements and inserts (maximum of two)
- Complete Cass certification reports and delivery to Post Office

Job Accounting

- Account for all records or pages received, printed and rendered
- Recap postage available in the City of Hendersonville postage account

Inventory Management

- Custom design, order and maintain inventory of paper and envelopes needed for processing statements

Components:

- Supplied by the City of Hendersonville, purchased through SmartBill
- 8.5 X 11 #24 lb. paper with one horizontal perforation ordered in minimum quantities of 360,000
- #10 dual window envelope ordered in minimum quantities of 360,000
- #9 return single window envelope ordered in minimum quantities of 360,000

Postage:

Postage will be charged back to The City of Hendersonville. The City of Hendersonville will maintain two months worth of postage on account at SmartBill. Deposit required prior to startup.

SCHEDULE 2
FEES FOR GOODS AND SERVICES

Paper Bill (includes: 8.5x11 #24 white paper, perforated at 3.5" from bottom, #10 double window envelopes, #9 single window reply envelopes data processing, printing & folding, inserting, presorting and delivery to USPS)	\$0.450	per set
SBO Search & View Bill (Includes: Data processing, electronic color PDF creation, search & access capabilities & hosting of PDF files for 12 months from creation date)	\$0.08	per record
SBO Electronic Presentment of bills (optional)	\$0.10	per bill
SBO Payment (optional)	\$0.00	per notification
NCOA Link - Automated address update service	TBD	per payment
Addition Impressions	\$0.0025	Per record
Bill Suppression (Data processing only -- Group Y & Z)	TBD	Quote as per needed
Oversized Surcharge (8-99-page bills - Group C)	\$0.00	per bill
Oversized Surcharge (100+ bills - Group D & E)	\$0..20	per envelope as needed
Additional Inserts	\$0.60	per envelope as needed
Basic Set Up Fee (City Bill or Standard Format and Reports)	TBD	Quote upon request
Technical Services (including additional set-up beyond standard, formatting or custom reports, conditional logic & insert/forms composition)	(\$1,000.00)	Waived
Minimum Monthly Charge [Minimum volume X service price]	\$150.00	per hour/Annual Program
Minimum Daily Processing/Production Fee	\$2,080.00	per month
Postage (1 oz.) Estimate to be validated with client data	\$50.00 \$0.00	per day
Inserts-Produced by outside vendors	\$0.3623	per bill
	\$0.02	Per insert/\$50 minimum

SCHEDULE 3**POSTAGE DEPOSIT**

Postage Deposit (Based on (2) two months estimated volume): \$21,738.00 (2 Months Volume * .3623)

30,000 bills per month X 2 months X .3623(avg postage)

SCHEDULE 4
GLOSSARY OF TERMS

Impression	Laser Imaging of one side of one piece of paper. Each physical piece of paper can contain two (2) impressions.
USPS	United States Postal Service
Laser Imaging	The process where the application of dry toner (ink) is electro statically applied and bonded to a piece of paper.
Simplex	Laser Imaging of one (1) side of a piece of paper only.
Duplex	Laser Imaging of both (2) sides of a piece of paper.
OE	Outer Envelope - This envelope is used as the carrier mechanism for all information contained in a package to be mailed.
RE	Reply Envelope - This envelope is usually utilized by a customer to return information/payment requested by an organization.
Presorting	The act of organizing mail according to the rules and regulations defined by the USPS in order to achieve lower postage rates and increase deliverability of mail.
Business Day	Any day which the USPS as well as the U.S. Federal Reserve are open for business.
U.S. federal holiday	All holidays as defined by the U.S. Federal Reserve
24x7	24 hours a day, 7 days a week.
Additional Inserts	Any item requested to be placed into the mail container above and beyond (a) the bill and (b) the RE.
Container	One complete piece of mail packaged into one OE.
Electronic Transmission	The act of sending data via SmartBill, Ltd. online utility, FTP or Modem.
Bill	Data and other information pertaining to one (1) account number and usually in reference to one customer.
Group	The term used by SmartBill, Ltd. to define how bills are gathered & produced in order to maximize production capabilities. These groups are defined as follows: Group A - 1 ounce bills Group B - 2 ounce bills Group C - 8 -99 page bills Group D - 100 - 499 page bills Group E - 500 + page bills Group I - International bills Group P - Pulls bills (Pulled and returned to PM for further action) Group X - Hold bills (combined and sent back to

Suppress or Suppression	client) Group Y - Online only bills (suppress from print only) Group Z - Suppress all The act of excluding records or bills (based on client defined criteria) that have been received in the input data stream received from the client.
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Certificate of Commendation

♥ TO ♥

Crystal Cauley

In Recognition of the First Black Art & Craft Exhibition in Hendersonville, NC

We appreciate your vision and bringing about the First Black Art & Craft Exhibition in Hendersonville as well as an ongoing project to honor the rich history of the African Americans of Henderson County, NC through professional artwork that brings to life many of the oral stories that have been passed down. Your efforts will teach and reach the younger generation of our community. A special congratulations to you that your exhibition will be on display at the Henderson County Public Library Main branch through the month of May 2019.

Your service is what makes the City of Hendersonville the wonderful place it is to live, work and visit.

Presented this second day of May, 2019.

Gratefully,

Barbara G. Volk, Mayor



Certificate of Commendation

♥ TO ♥

Diamond Cash

In Recognition of Your Participation in the First Black Art & Craft Exhibition in Hendersonville, NC

We appreciate your participation in First Black Art & Craft Exhibition in Hendersonville and professional artwork titled "Legacy" to tell and honor the rich history of African Americans of Henderson County, NC. Your efforts will teach and reach the younger generation of our community. A special thank you for willingness to participate in this event without hesitation.

Your service is what makes the City of Hendersonville the wonderful place it is to live, work and visit.

Presented this second day of May, 2019.

Gratefully,

Barbara G. Volk, Mayor



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Administration

Date Submitted: 4/18/2019

Presenter: John Connet

Date of Council Meeting to consider this item: 5/2/2019

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 07b

For the January through March, quarter, the Service Excellence Design Team selected those listed below as the quarterly winners.

During Christmas weekend, there was a serious problem with a 12" line on Pace Road. Though not necessarily on call, Ricky Levi, Chris Duncan and Kyle Kirchner came in and handled the situation on a wet and muddy night to make sure our community and customers had water on Christmas.

Local resident, Mrs. Gunning, dropped her keys into the storm drain at Ingles on Hwy 25. It was her birthday. Though not a City drain, Timmy Hensley went out and retrieved the keys for her.

Recently, a consultant performed a mock OSHA inspection on several City buildings. Upon assessment of the Water/Sewer warehouse at City Operations, she said in her years of safety work, including the twenty-two cities and counties she consults with, she has never seen a warehouse as orderly and clean as this one. She was amazed. Brad Duncan and LB Heatherly are to be commended for their effort and results.

Budget Impact: \$ NA Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

NA

Attachments:

Nominations - January - March

JANUARY - MARCH MVPs 2019

During the night at 1/12 Officer Bonanno was dispatched to a call for a stranded motorist. The caller said roadside assistance would not respond due to the ice storm that occurred that night. Officer **Alan Bonanno** responded and met with the couple who were from China. Seeing they had a flat rear tire Officer Bonanno decided to change it for them while it was 29 degrees and raining ice so they could make it back to their destination safe as conditions worsened.

Amber Layton and Rebecca McCall always take initiative whenever the workload gets overwhelming or one of us is not here. Amber stepped in to do the work that Rebecca usually does this week because Rebecca is helping to do work for the billing department to catch up. These amazing girls never complain and always show teamwork in anything that they do. I love working very closely to these wonderful ladies and seeing their smiling faces every day. This is what great teamwork and attitude is all about.

Chris Duncan was on call with the Pump Shop crew when he received a call from Ricky Levi alerting him to a serious problem that had to be addressed quickly. He responded in record time finding the water leak on Pace Road where a 12" line had broken. He alerted the crews and others to the situation and began to turn valves off and get things done quickly so that the water system could begin to rebound and that repairs could begin quickly and worked with Ricky Levi at the treatment plant to come up with a plan. His quick response and attitude of ownership toward our water system and care for his community and our customers is a shining example of the fact that one person can make a difference.

I walked into the kitchen to see **Caitlin Elliott** cleaning the refrigerator and microwave. A lot of people use the kitchen and rarely do any of us take the time to clean. I appreciate her initiative to take on a task none of us want but everyone should do. Thanks!!

On Monday after the ice storm we had several calls come into the Public Works office about brush and limbs being down on a City Street in a dangerous location. All of our street workers had gone home for the day, so **Chad Freeman** decided to go by the location on his way home. Upon his arrival he determined it was a dangerous situation for drivers and pulled the brush and limbs out of the road by himself. Way to go Chad! Thank you for keeping our community safe!

On Sunday, February 24th Fire Station 1 was dispatched to a subject in cardiac arrest. Officer **Cameron Singleton** was in the area and responded. Ladder 1 arrived on scene to find Officer Singleton preform CPR on the patient. With Officer Singleton's willingness to render aid along with early defibrillation, the patient was awake and talking when transported to the hospital. One Team, One Goal!!!

Fire Engineer **Cameron Womack** goes above and beyond his regular duties every day on shift. Cameron far exceeds the expectations of a Fire Engineer and his meticulous attention to detail in his daily apparatus checks, shows his professional dedication and pride as a member of the Hendersonville Fire Department.

Cindy Robertson and Rhonda Wiggins acknowledged that the staff at City Ops were overwhelming the front parking area. They discussed the parking issues with each Supervisor in order to get an idea of what problems the building, as a team, could solve in order to keep more parking spots open in the front lot for visitors and meetings and still be fair to all who need to park at the building. They prepared a proposal, which they presented to the Building Department Heads and was approved. Great Job!

Mrs. Gunning had dropped her keys into the storm drain at Ingles on Hwy 25. Even though this was not a City drain **Timmy Hensley** went out and retrieved the keys for her making her Birthday even more special.

Deon Mendosa was on 5th Avenue repainting loading zone markings when he realized a delivery truck had been told the incorrect location for a downtown delivery. He not only communicated with the driver where he should park to make the delivery, but also took the initiative to guide the truck driver as he backed out of the alley. Deon made sure no traffic approached while the truck driver turned around. This simple act provided for public safety and helped out the driver and downtown merchant.

Officer **Malinda Durner** was being proactive and planning for what could happen if elementary or middle schoolers were in an emergency lockdown for an extended time. She came up with an idea and Lt. **Mike Vesely** got supplies donated to create portable emergency potties for each classroom. The faculty appreciated their determination in making sure teachers have all resources available in the event of the unthinkable.

A citizen wrote in with the following: "My family was in an accident and Officer **Isiah Young** and others responded. Officer Young stayed with us the whole time. My son and daughter were passengers. My son has Down syndrome. We were all ok but extremely stressed. Officer Young was so thoughtful and caring. He was the perfect person for the situation. He made sure that we remained ok throughout the whole situation. I appreciated having him with us."

The Fire Dept.'s unique work schedule has been a challenge from the inception of Executime. Even though payroll is no longer under **John Buchanan's** supervision, as he has from the beginning, John continues to assist us with our issues. No problem is too small and he always makes time to fix our issues. Going above and beyond his responsibilities as a Dept. Head, John shows the utmost in teamwork never hesitating to come to our aid. His actions set an exemplary example for all of us.

A lady called public works because her trash can had been stolen. **Josh Hoard** located the stolen trash can and the can was very nasty and dirty. Josh took it upon himself to bring the can back to the shop and pressure wash the trash can so that it would be nice and clean when delivered back to the customer. This is going above and beyond the call of duty in my book! Thank you Josh!!

(James Clugh, Austin Williams & Brandon Smith) I work at 714 Oakland St. You gave us a helpful heads up and instructions to accommodate the street work you did here yesterday. You came later in the afternoon, which disrupted the flow of business much less. When it came time to go home around 5, you were hard at work, but stopped to kindly guide me out of the driveway safely. When I came home from a meeting around 9 pm, you were still hard at work! Thank you for your efficient, thoughtful, effective work. Sincerely, Janice Mewborne

During the snow and subsequent ice storm, Waynesville Avenue had trees and power lines down for days. Duke Power left quite a mess which I tried to gather in piles to make it easier on the City. There was one massive chunk of wood Duke left that was leaning and dangerous. The three of us, **Mike Cantrell, Alan Cliff** and myself, discussed the best method to remove. Using the brush truck with amazing skill, they were able to lower the chunk so it could be cut up and removed. These guys are great!! (from Citizen Laurie Lackey)

I'd like to thank those involved for hosting an excellent workshop for the Girl Scouts. The girls had a great time and the Police staff were great to work with them. **(Nathan Smith, Pete Laite, Michelle Corn, Jeff Tweed)**

On his day off, on a Saturday **Ricky Levi** came to the Water Treatment Plant to help an employee complete a task when he noticed a problem which he investigated using our SCADA computer system. Which he quickly interpreted not only the problem but using trending page narrowed down where the problem was occurring and where the search should begin for what had to be a substantial water leak. He called and alerted to proper staff to the problem and what to look for as well as where. Had he not done this we likely could have had a major issue with our water system and certainly within a few hours had this situation not been addressed with skill and leadership we likely would have made the news in a negative sense.

During a repair of a 16" water line, **Sarah Wykle** played an integral role in how the City was communicating with a large number of customers who were placed under a boil water advisory. Not only did she field questions from customers, but also collaborated to create new informational materials to be sent out on Regroup to better explain what the advisory meant. The advisory lasted multiple days and Sarah was more than willing to send updates to keep customers informed.

Tamara Amin informed me of a program at a previous employer that accessed discount tickets to amusement parks, concerts and other events. She sent me the link and I checked into it. Based on what I found, the City has enrolled and we will be rolling it out to employees in February giving discounts at thousands of travel places. Thanks Tamara!

On two occasions this week **Tom Wooten** has taken steps to help downtown citizens. First, he helped Hands On Children's Museum unload and place their new dinosaur. Without Public Works assistance, they would had to hire someone for a short period of time, which I suspect would have been very difficult. Secondly, he facilitated the relocation of new streetlight for a resident. The light was just installed but the resident felt it should go on another pole. Tom, could have easily told the resident no.

Recently, a consultant performed a mock OSHA inspection on several City buildings. Upon assessment of the Water/Sewer warehouse at City Ops, she told me that in her years of safety work and including the twenty-two cities and counties she consults with, she has never seen a warehouse as orderly and clean as this one. She was amazed. **Brad Duncan and LB Heatherly** are to be commended for their effort and results.

Kyle Kirchner received the call on a holiday weekend with bad weather as well and responded to a call very quickly and repaired a leak on Pace Road of a 12" line. He was not on stand by this weekend but dropped what he was doing and worked into the night to make sure our community and customers had water on this Christmas weekend. While most of us were enjoying a meal with our families in a warm home he was in a cold, wet & muddy environment getting the job done and protecting our community.

(A citizen) She had extra items for recycling and they went above and beyond what they were supposed to do and she wanted to let them know how much she appreciated their help. **Will Devine & Miguel Hernandez**

A resident came in to complain about issues with a power outage at her home, the difficulties she had with repairs, the power company's customer service, etc. She thought the City should do something about it. She had a loss in her family and obviously this wasn't the only things she was dealing with. Even though she took a good bit of time, **Caitlin Elliott** listened compassionately and patiently and tried to help her. Great job, Caitlin for taking your time with a citizen, making her feel cared for and heard.

I had locked my keys in my car and my wife works in Asheville, Instead of her having to get off work and drive down here, we made a call to Officer **Dale Patton**. He said it was no problem and responded quickly and was able to get my keys out.

Mike Cantrell noticed one of the trash trucks was short a man and decided to pull off his route and jump on the truck to help the guys out and relieve them. Then jumped back on his truck to complete his route in a timely manner.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Herbert Blake

Department: Police

Date Submitted: 0424.19

Presenter: Mayor Volk

Date of Council Meeting to consider this item: 05.02.19

Nature of Item: Council Action

Summary of Information/Request:

Item # 07c

Chief Herbert Blake would like to use this proclamation to recognize National Police Week May 13-19 2019 and to honor the service and sacrifices of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

Budget Impact: \$ N/A Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

Attachments:

Proclamation

Proclamation for National Police Week 2019

To recognize National Police Week 2019 and to honor the service and sacrifices of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 850,000 law enforcement officers serving in communities across the United States, including the 71 dedicated members of the Hendersonville NC Police Department;

WHEREAS, there have been 60,211 assaults against law enforcement officers in 2017, resulting in approximately 17,476 injuries;

WHEREAS, since the first recorded death in 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 570 members of North Carolina Law Enforcement Agencies;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, the service and the sacrifices of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's Annual Candlelight Vigil on the evening of May 13, 2019;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that the Mayor and City Council of Hendersonville, North Carolina proclaim May 13-19, 2019, as

“Police Week”

in the City of Hendersonville North Carolina and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Barbara G. Volk, Mayor



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: April 23, 2019

Presenter: Tom Wooten

Date of Council Meeting to consider this item: May 2, 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

We have applied for and received a grant from the North Carolina Recreation and Park Association (NCRPA) to help replace some of the playground equipment at Sullivan Park. The grant will provide matching funds to the city. We currently have \$30,000 in the budget for this project. Cunningham Recreation has provided two playground designs that are near our budget (designs and prices are attached). Staff would like direction from City Council on acceptance of the grant and direction on the preferred playground design.

Timeline: (updated 3/29/2019)

Order Deadline: July 15, 2019

Shipment Deadline: August 26, 2019

Install Deadline: October 21, 2019

Data Collection: 2019 & 2020

(We do not know the cost of installation, we will have to bid those services to obtain pricing.)

Budget Impact: \$ 36,737.77 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

We currently have \$30,000 budgeted and would need to come up with the additional funds for the equipment plus funds for installation.

Suggested Motion:

I move to allow the City Manager to enter into an agreement with the North Carolina Recreation and Park Association for a grant to replace playground equipment at Sullivan Park.

Attachments:

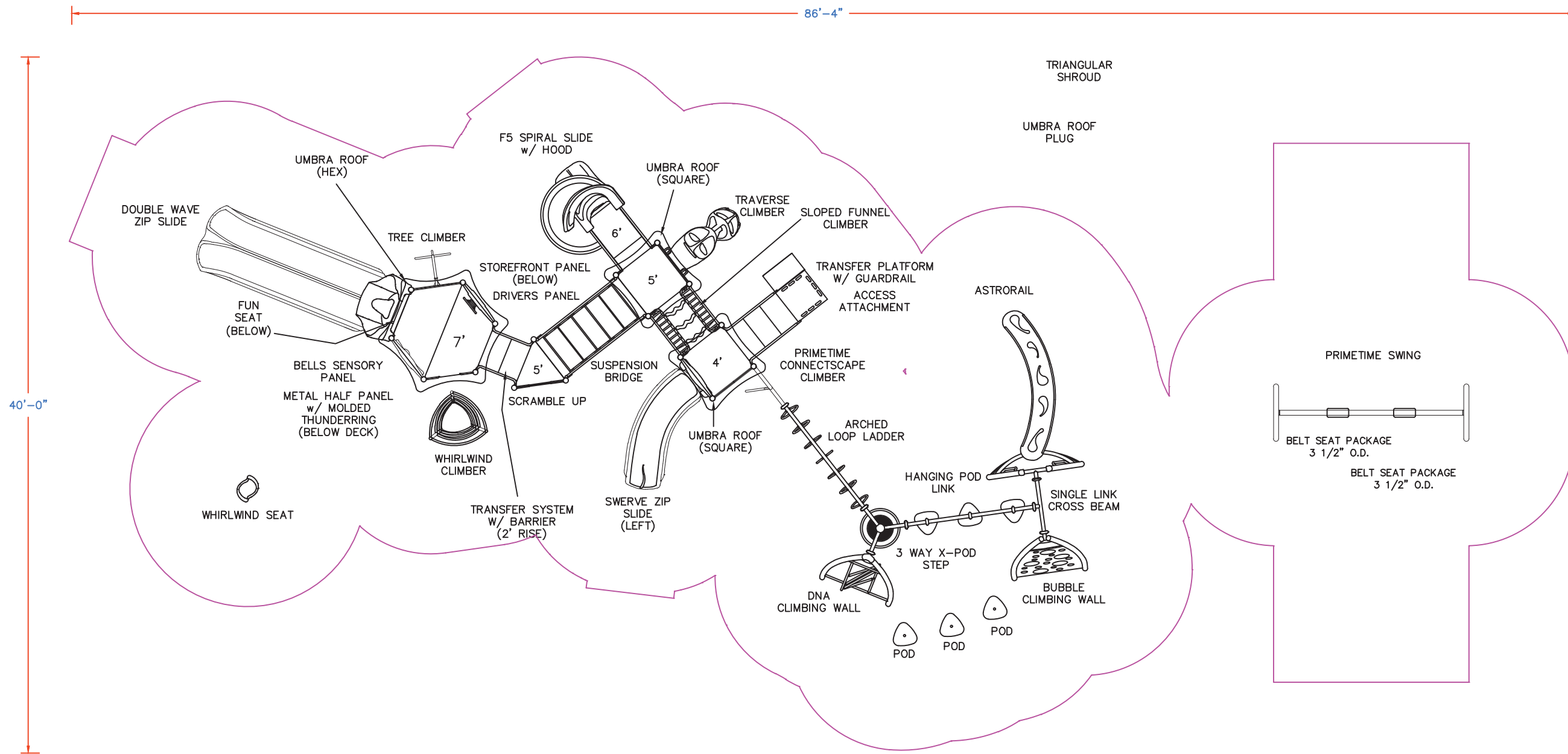
Playground Option 1 with details and the quote

Playground Option 2 with details and the quote

NCRPA Grant Details

Hendersonville Playground Option 1





GameTime
 A PLAYCORE Company
 150 PlayCore Drive SE
 Fort Payne, AL 35967
 www.gametime.com



Hendersonville Playground
 Option 1
 Hendersonville, NC
 Representative
 Cunningham Recreation

This play equipment is recommended for children ages
 5-12

Minimum Area Required:
 Scale: NTS
 This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
 DW / CR
 Date:
 4/11/19
 Drawing Name:
 Hendersonville Opt1



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#140446

04/23/2019

Hendersonville Playground (NCRPA) - Option 1

City of Hendersonville
 Attn: Tom Wooten
 145 5th Ave E
 Hendersonville, NC 28792

Project #: P97346
 Ship To Zip: 28792

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PrimeTime Modular Unit for Ages 5-12 (per attached drawing) <i>[Roto Plastic: _____]</i> <i>[Basic: _____] [HDPE: _____]</i> <i>[Accent: _____]</i> <i>[Deck:Pvc: _____] [Arch: _____]</i> <i>[Tube: _____]</i> (14) 19762 -- Umbra Plug (priced for CAD) (7) 26094 -- Triangular Shroud (1) 26064 -- Dna Climbing Wall Attachment (1) 26063 -- Bubble Climbing Wall Attachment (1) 26089 -- Astrol Rail (1) 26091 -- Single Link Cross Beam (1) 26095 -- Hanging Pod Link (1) 19362 -- 3'-6"/4'-0" Zip Swerve Slide Left (1) 18316 -- 5'-0" F5 Spiral Slide (1) 19795 -- Dbl Wave Zip Slide 7'/7'-6" (2) 19757 -- Umbra Square Roof (1) 26058 -- 3 Way X-Pod Step (1) 26078 -- Arched Loop Ladder Overhead (1) 26159 -- 4'-0" Connectscape Climber (1) 19752 -- Traverse Climber (1) 19349 -- Metal Half Panel W/ Thundering (1) 19456 -- Bells Panel (Roto) (1) 19668 -- Whirlwind Climber 7' (1) 19254 -- Scramble Up (4'6" & 5') (1) 19036 -- Optional Access Step (4') (1) 19286 -- Transfer Platform W/ Guardrail 4' (2) 18200 -- 36" Sq Punched Deck P/T 1.3125 (1) 19223 -- Sloped Funnel Climber (1) 18340 -- Suspension Bridge 36" Dk (1) 18699 -- Storefront Panel 36"	\$60,415.00	\$60,415.00



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QUOTE
 #140446

04/23/2019

Hendersonville Playground (NCRPA) - Option 1

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 19243 -- Drivers Panel		
		(1) 19758 -- Umbra Hex roof		
		(2) 6232 -- Pod (1'-0")		
		(1) 6233 -- Pod (2'-0")		
		(1) 18766 -- Fun Seat 36"		
		(1) 19289 -- Two Piece Hex Deck		
		(1) 19051 -- Tree (7' & 7'-6")		
		(1) 19005 -- Transfer System W/Barrier (2' Rise)		
		(1) 18201 -- 36" Tri Punched Deck P/T		
		(6) 18832 -- Umbra Roof Extension 2'		
		(3) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(2) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'		
		(6) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
		(2) 12077 -- 3 1/2" Uprt Ass'Y Alum 15'		
		(4) 12069 -- 3 1/2"Uprt Ass'Y Alum 14'		
1	6143	GameTime - Whirlwind Seat Straight (F/S) <i>[Accent: _____] [Roto Plastic: _____]</i>	\$635.00	\$635.00
2	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$246.00	\$492.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8' <i>[Basic: _____]</i>	\$1,215.00	\$1,215.00
1	178749	GameTime - Owner's Kit	\$55.00	\$55.00
1	14927	GameTime - NDS Play On Sign Package <i>[Basic: _____]</i>		



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QUOTE
#140446

04/23/2019

Hendersonville Playground (NCRPA) - Option 1

Quantity	Part #	Description	Unit Price	Amount
1	2019NCRPA	<p>GAMETIME-MISC - NCRPA Funding Initiative -</p> <p>Matching funds must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners - US Communities. Representatives from NCRPA, GameTime, and PlayCore will select qualifying projects to be considered for playground matching funds. Orders must be placed by July 15 through GameTime's exclusive North Carolina representatives, Cunningham Recreation. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2019 Playground Design Guide apply. Freight, installation, surfacing, and applicable sales tax are extra and not included as part of the matching funds. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$60,000 and requires payment in full with order. Matching funds are subject to rounding rules and may vary based on qualified purchase. For award recipients who wish to bring fitness to their communities, separate funding will be available for GT Challenge Course with the funding amounts dependent on the course selected. Preconfigured adult outdoor fitness packages are also available - apply for up to \$12,000 in funding for preconfigured outdoor fitness packages. Contact your North Carolina GameTime representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products available to winners through Omnia Partners - US Communities. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the NCRPA funding initiative. Must be an NCRPA member to apply.</p>		



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

QUOTE
#140446

04/23/2019

Hendersonville Playground (NCRPA) - Option 1

* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.
 Contract: USC

SubTotal:	\$62,812.00
Discount:	(\$30,389.83)
Tax:	\$2,323.00
Freight:	\$1,992.60
Total Amount:	\$36,737.77

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



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 800.438.2780
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QUOTE
 #140446

04/23/2019

Hendersonville Playground (NCRPA) - Option 1

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$36,737.77**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

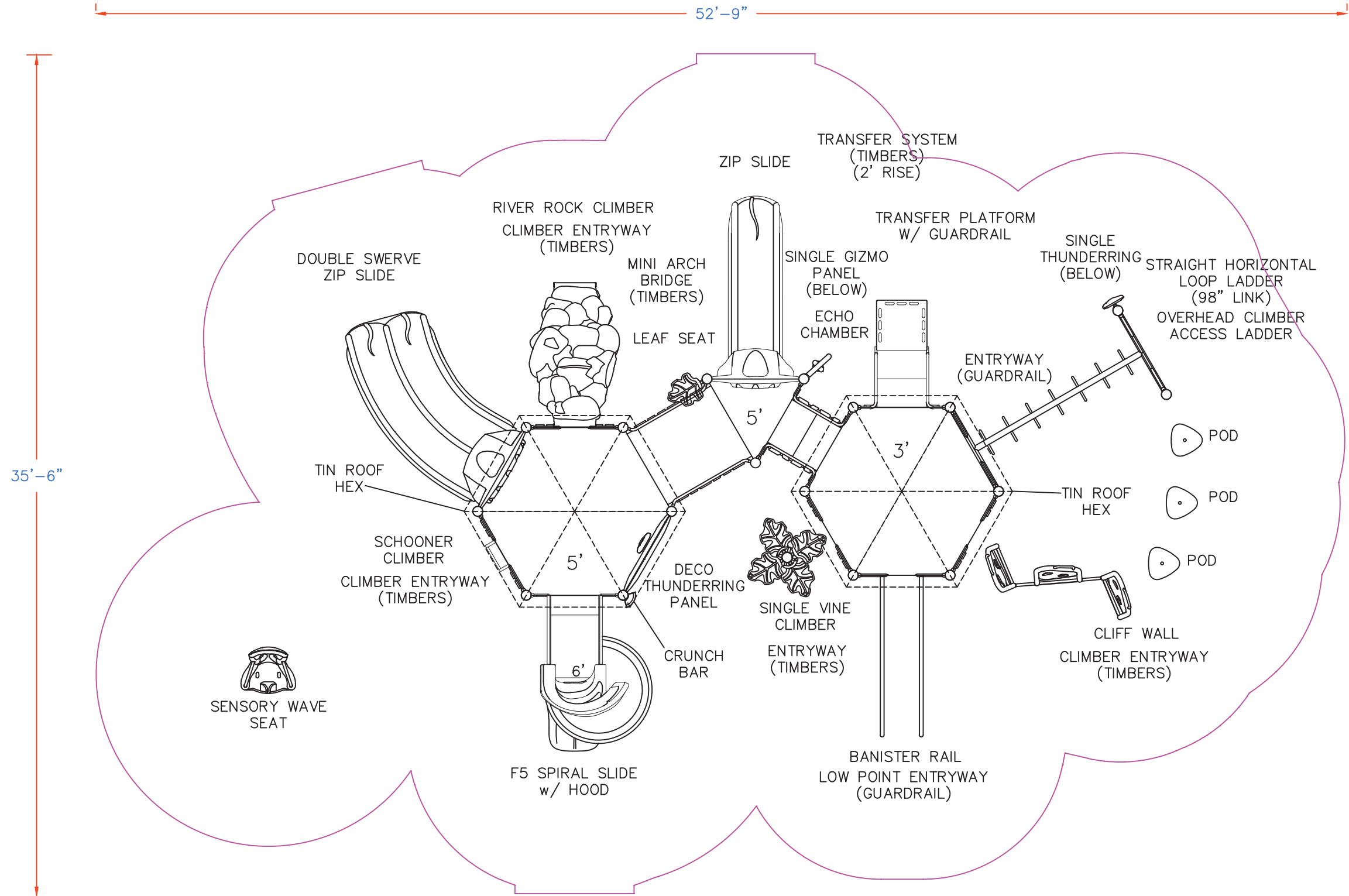
E-mail: _____



Hendersonville Playground Option 2

Design • Build • PLAY!





A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



Hendersonville Playground
Option 2
Hendersonville, NC

Representative
Cunningham Recreation

This play equipment is recommended for children ages 5-12

Minimum Area Required:

Scale: NTS

This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
DW / CR

Date:
4/11/19

Drawing Name:
Hendersonville Opt2



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

QUOTE
 #140447

04/23/2019

Hendersonville Playground (NCRPA) - Option 2

City of Hendersonville
 Attn: Tom Wooten
 145 5th Ave E
 Hendersonville, NC 28792

Project #: P97346
 Ship To Zip: 28792

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScope Modular Unit for Ages 5-12 (per attached drawing) <i>[Roto Plastic: _____]</i> <i>[Accent: _____] [Basic: _____]</i> <i>[Deck:Pvc: _____]</i> <i>[HDPE: _____] [Metal</i> <i>Roof: _____] [Uni Plastic: _____]</i> (1) 81664 -- Single Thunderring (1) 81670 -- Crunch Bar (3) 91151 -- Climber Entryway - Timbers (1) 91145 -- Low Point Entryway - Guardrail (1) 90032 -- 3' Transfer Platform W/Guardrail (1) 91303 -- Cliff Wall Climber (2) 6232 -- Pod (1'-0") (1) 6233 -- Pod (2'-0") (1) 90391 -- 3'-0" Overhead Climber Access Ladder (1) 91146 -- Entryway - Guardrail (1) 81510 -- Horiz Loop Lad Link 98"Lk (1) 90039 -- 3'-0" Banister Rails (1) 90350 -- 5'-0 F5 Slide W/Hood (1) 4842 -- Echo Chamber Ass'Y (1) 80931 -- Single Gizmo Panel (1) 81766 -- Leaf Seat (2) 80206 -- Tin Roof Hex (1) 90150 -- 3/4' Single Vine Climber (1) 91150 -- Entryway - Timbers (2) 90004 -- Two Piece Hex Deck (1) 91201 -- 2' 0" Transfer System - Timbers (1) 90505 -- 5' Single Zip Slide (1) 80001 -- 49"Tri Punched Steel Deck (1) 90226 -- Decorative Panel Thunderring,Above Dk	\$60,382.00	\$60,382.00



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QUOTE
 #140447

04/23/2019

Hendersonville Playground (NCRPA) - Option 2

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 91207 -- Mini Arch Bridge - Timbers		
		(1) 90369 -- River Rock Climber		
		(1) 90106 -- 4'-6"/5' Schooner Climber		
		(1) 90579 -- Double Swerve Slide		
		(5) 90269 -- 11' Upright, Alum		
		(8) 90272 -- 14' Upright, Alum		
		(4) G90272 -- 14' Upright, Galv		
1	3205	GameTime - Spinning Sensory Wave Seat [Accent: _____] [Basic: _____] [Roto Plastic: _____]	\$1,096.00	\$1,096.00
1	178749	GameTime - Owner's Kit	\$55.00	\$55.00
1	14927	GameTime - NDS Play On Sign Package [Basic: _____]		



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QUOTE
#140447

04/23/2019

Hendersonville Playground (NCRPA) - Option 2

Quantity	Part #	Description	Unit Price	Amount
1	2019NCRPA	GAMETIME-MISC - NCRPA Funding Initiative - Matching funds must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners - US Communities. Representatives from NCRPA, GameTime, and PlayCore will select qualifying projects to be considered for playground matching funds. Orders must be placed by July 15 through GameTime's exclusive North Carolina representatives, Cunningham Recreation. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2019 Playground Design Guide apply. Freight, installation, surfacing, and applicable sales tax are extra and not included as part of the matching funds. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$60,000 and requires payment in full with order. Matching funds are subject to rounding rules and may vary based on qualified purchase. For award recipients who wish to bring fitness to their communities, separate funding will be available for GT Challenge Course with the funding amounts dependent on the course selected. Preconfigured adult outdoor fitness packages are also available - apply for up to \$12,000 in funding for preconfigured outdoor fitness packages. Contact your North Carolina GameTime representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products available to winners through Omnia Partners - US Communities. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the NCRPA funding initiative. Must be an NCRPA member to apply.		



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QUOTE
#140447

04/23/2019

Hendersonville Playground (NCRPA) - Option 2

* **MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.
Contract: USC

SubTotal:	\$61,533.00
Discount:	(\$30,366.36)
Tax:	\$2,223.66
Freight:	\$1,776.48
Total Amount:	\$35,166.78

GAMETIME - TERMS & CONDITIONS:

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- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
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QUOTE
#140447

04/23/2019

Hendersonville Playground (NCRPA) - Option 2

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$35,166.78**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

NCRPA Promotes Play & Recreation Statewide Training & Funding Initiative



In Partnership:



NCRPA, GameTime, and PlayCore are aligning resources and strategically partnering to promote best practices in parks and recreation, provide quality education, and arm communities with evidence-based resources. The goals of the initiative are:

- Execute state-wide professional development events to offer training opportunities on current trends and research-based practices for play and recreation destinations.
- Turn research into practice to demonstrate NCRPA as an essential contributor to improving the quality of life of children, families, and communities across the state of North Carolina.
- Provide funding opportunities to support the deployment of National Demonstration Sites across North Carolina to create outdoor play and recreation spaces that align with evidence-based best practices.
- Distribute publications and other advocacy tools to further champion play and recreation initiatives and report outcomes data.

GameTime, along with PlayCore's Center for Outreach, Research & Education, will provide statewide professional development services and up to **\$2 million** in matching funds to assist parks in the North Carolina create play and recreation destinations that have been thoroughly reviewed to align with research-based best practices. These projects will serve as National Demonstration Sites (NDS) and serve as national models for promoting physical activity, fitness, nature engagement, and inclusion. These projects will assist in providing outcomes and reporting that will be shared with NCRPA and their members. National Demonstration Sites promote advocacy at the community and state levels, and collectively will provide resources that align with the mission and strategic plan of NCRPA.

Follow These Steps:

Join a Professional
Development Event in
January / February



Write an Essay to
Describe Your
Community Playground
Needs and Outcomes



Submit Your Completed
Essay to
michelle@ncrpa.net



Winners will be
recognized at state
conference 2019

Statewide Training & Matching Funds Application Process

Up to \$2,000,000 in playground matching funds available for approved playgrounds across North Carolina

Professional Development Events:

Attend a Professional Development event and bring research based best practices to your community!

Hosted By	Location	Date and Time
Durham Parks and Recreation	Durham Armory 212 Foster Street Durham, NC 27701	January 30, 2019
Goldsboro Parks and Recreation	WA Foster Community Center 1012 S John Street Goldsboro NC 27530	January 31, 2019
Morganton Parks and Recreation	Morganton Community House 120 N King Street Morganton, NC 28655	February 20, 2019
Winston – Salem Recreation and Park	Salem Lake Marina Center 815 Salem Lake Road Winston-Salem , NC 27107	February 21,2019

Register at: www.gametime.com/NCRPA

Essay Deadline:

Advocate for your community and put your training into action. Write a 1000-2000 word essay to describe your community playground needs and expected outcomes. Submit your completed essay by March 30, 2019 to Michelle@ncrpa.net

Essay Selection and Next Steps:

Winners will be selected and notified on April 9. To facilitate data collection, selected projects must be ordered by July 15, shipped by August 26, and installed by October 21.

Data Collection and Research:

PlayCore will conduct state-wide data collection and gather outcomes to be shared with the community through education and outreach. Initial data will be shared with the community at the 2019 NCRPA Conference

Terms and Conditions:

Matching funds must be used towards the purchase of a qualified playground structure. Other freestanding play products are available at our best pricing through Omnia Partners - US Communities.

Representatives from NCRPA, GameTime, and PlayCore will select qualifying projects to be considered for playground matching funds. Orders must be placed by July 15 through GameTime's exclusive North Carolina representatives, Cunningham Recreation. Funding can only be applied to additional GameTime playground equipment purchases and only in conjunction with the original purchase. GameTime standard policies and warranties as listed in the 2019 Playground Design Guide apply. **Freight, installation, surfacing, and applicable sales tax** are extra and not included as part of the matching funds. To qualify for a 100% matching grant, list price of the qualifying playground system must exceed \$60,000. Matching funds are subject to rounding rules and may vary based on qualified purchase. For award recipients who wish to bring fitness to their communities, separate funding will be available for GT Challenge Course with the funding amounts dependent on the course selected. Preconfigured adult outdoor fitness packages are also available - apply for up to \$12,000 in funding for preconfigured outdoor fitness packages. Contact your North Carolina GameTime representative for a list of qualifying adult outdoor fitness packages. Freestanding playground products available to winners through Omnia Partners - US Communities. No other offer, discount, or special programs can be used with this funding program. All applications must be validated by the project administrator. GameTime reserves the right to decline any application for the NCRPA funding initiative. **Must be an NCRPA member to apply.**



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Downtown

Date Submitted: 4/17/2019

Presenter: Lew Holloway

Date of Council Meeting to consider this item: May 2, 2019

Nature of Item: Discussion/Staff Direction

Summary of Information/Request:

Item # 09

Following the recent BID award for the renovation of 125 Fifth Avenue West, staff requested Dunlap Construction to explore potential cost savings via value engineering. Dunlap delivered a number of items in two categories; 1) HVAC and 2) Plumbing. The HVAC suggestions were actually based on the initial design and had all been addressed in the revised design. The plumbing suggestions and associated cost savings are attached via Dunlap Construction's estimate. The total for the 8 items is \$10,536.80.

Item # & Explanation

- 1) Replace wall hung toilets with floor mounted toilets on all seven toilets.
- 2) Replace touchless electronic flush valves on toilets with manually operated flush valve on all seven toilets.
- 3) Replace touchless electronic flush valves on two men's urinals with manually operated flush valve.
- 4) Replace Bradley Verge two faucet single wash basin with two American Standard single sinks in both the Men's & Women's Units - (a spec sheet for the Bradley Verge Sink and an image of the American Standard Single Sink is attached for reference)
- 5) Replace the touchelss faucet in the Family Unit with a manually operated faucet.
- 6) Change out the Mop Basin material in the janitors closet.
- 7) Eliminate the Water Bottle filler on the water fountain in the lobby space of the restroom.
- 8) Convert from an instant hot water to a residential 50 gallon tank.

Budget Impact: \$ _____ **Is this expenditure approved in the current fiscal year budget?** Yes If no, describe how it will be funded.

These are deducts from the approved Restroom facilities budget.

Suggested Motion:

Attachments:

Deduct estimate from Dunlap Construction & sink specifications.



Estimate

720B North Grove Street
 Hendersonville, NC 28792
 Phone: (828) 697-9598
 NC License # 42054

Proposal	DATE
125 5 th Avenue West	4/12/19

TO

The City of Hendersonville
 Attn: John Connet
 125 5th Avenue West
 Hendersonville, NC 28792

Project Description: Plumbing Fixtures Savings	
Plumbing Fixtures Savings for City of Hendersonville Renovation of 125 5 th Avenue West for Public Restrooms and Offices	
Replace P-1 wall-hung toilet to floor mount toilet	Deduct \$ 2,800.00
Replace P-1F selectronic sensor operated concealed toilet flush valve to manual flush valve	Deduct \$ 2,800.00
Replace P-2F selectronic sensor operated urinal flush valve to manual flush valve	Deduct \$ 153.50
Replace P-3 vanity sink verge wash basin with P4 vanity sink declyn wall hung lavatory	Deduct \$3,564.35
Replace P-4F moments electronic faucet to manual faucet	Deduct \$ 235.75
Replace P-5 terrazzo mop service basin to molded plastic resin basin	Deduct \$ 62.00
Replace P-6 Elkay EXH20 water fountain to standard water fountain	Deduct \$ 287.00
Replace P-10 hot water circulator to residential 50 gallon	Deduct \$ 634.00
<i>Thank you for your business!</i>	Total Deduct \$ 10,536.60

If you have any questions about this estimate, please contact our office at (828) 697-9598 or melissa@dunlapconstructionnc.com



LVL D2

Verge® Wash Basin – LVL-Series

- Sleek, rimless design minimizes standing water
- Faucet pad allows space for user's personal items
- Single piece molded design eliminates caulk lines and seams
- Strainer design accommodates standard 4" plunger
- Unique overflow cover allows access for overflow cleaning

Specifications

Accommodates one or two users. The units handle washroom traffic quickly and economically, while providing each user with personal space. The Verge® Wash Basin is designed with standard lavatory spacing positioned on 30" centers.

Construction

Basin

Evero® Geo Series is a natural quartz surface made from a blend of bio-based resin, natural quartz, granite and other exotic minerals. It is made of 25% recycled content.

Evero Pearl Series is a natural quartz surface made with bio-based resin, sea shells, recycled glass and natural quartz. It is made of 70% recycled content.

Variations in the natural stone color, pattern, size, shape and shade are inherent. Due to these unique characteristics, please expect subtle shade variations when units are installed adjacent to each other.

Access Panel

Minimalistic panel is composed of decorative 300 series stainless steel. Water supplies, valves, waste assembly and other optional items are concealed within the panel/frame.

Support Frame

Basin assembly and access panel are secured to a heavy gauge stainless steel support frame mounted to wall.

Faucet Options

Choose from 0.35 GPM CAP-DCA, IR-DCD or IR-DCG, which have been tested for fit and performance. For more information on these standard faucet options and plug-in adapter, please enter the model number in the search box at bradleycorp.com. 4" centerset and centershank faucet drillings are available for faucets by others. To maximize handwashing space and minimize splashing, faucets by others require length from faucet base centerline to aerator centerline to be 4" to 5.5" and height from faucet base bottom to aerator bottom to be 3" to 6". Spray pattern aerators require a 0.38 GPM flow or less. 0.5 GPM aerators can be laminar or aerated flow.

Code Compliance and Certification

Enhanced Reach Compliant

Per 2009 International Building Code (IBC) under 1109.2.3, if there are 6 or more lavatories, at least one lavatory shall meet the 11" maximum reach depth per ICC A117.1 606.5. The L-Series is compliant when used with CAP-DCA, IR-DCD or IR-DCG faucets and 6315 soap. Faucets and soap require a 4" minimum length from faucet base centerline to aerator centerline for compliance.

ANSI Standards

Evero Natural Quartz Surface meets the requirements of CSA B45.5/IAPMO Z124.

cUPC Approval

Verge Wash Basin is Uniform Plumbing Code (UPC), International Plumbing Code (IPC) and National Plumbing Code of Canada (NPC) approved through the International Association of Plumbing and Mechanical Officials (IAPMO). Manufactured in compliance with IGC 156, CSA B45 Series (R08) & ASME A112.18.1/CSA B125.1.

This plumbing fixture is designed for hand washing only. It is not Intended to dispense water for human consumption through drinking or for preparation of food or beverages.



Patents Pending

Models (Must select one)

Model	Description
<input type="checkbox"/> LVL D2	Verge Wash Basin – L-Series, Two-Station

Standard Selections (Must select one from each category)

Faucet Type (select one)

<input type="checkbox"/> IR-DCG	Infrared Faucet Battery	<input type="checkbox"/> 4" SET	4" Centerset Drilling (1-1/4" Drillings Only)
<input type="checkbox"/> IR-DCD	Infrared Faucet Battery	<input type="checkbox"/> SHANK	Centershank Drilling (1-1/4" Drillings Only)
<input type="checkbox"/> CAP-DCA	Capacitive Faucet Battery		

Soap Dispenser Type (select one)

<input type="checkbox"/> 6324-68	32-oz. Plastic Globe, 4" Spout
<input type="checkbox"/> 6315-KT0000	Battery IR Metering Soap Dispenser Kit (with batteries and 1,000-shot soap)
<input type="checkbox"/> 6334	16 oz. Plastic Globe, 3-1/2"
<input type="checkbox"/> SDO	1-1/4" Soap Drilling Only
<input type="checkbox"/> NSD	No Soap Dispenser/No Drilling

Water Supply Type (select one)

<input type="checkbox"/> TMA	Navigator® Thermostatic Mixing Assembly (Hot and Cold Supplies) w/Stops and Supply Hoses
<input type="checkbox"/> NONE	No Valve Option Selected (includes stops and supply hoses)

Color of Evero® Basin (select one)

Geo Series

<input type="checkbox"/> ANDORRA	Andorra	<input type="checkbox"/> EVEREST	Everest	<input type="checkbox"/> MYKONOS	Mykonos
<input type="checkbox"/> ANTARCTICA	Antarctica	<input type="checkbox"/> GLACIER	Glacier Bay	<input type="checkbox"/> PATAGONIA	Patagonia
<input type="checkbox"/> BLACK-SEA	Black Sea	<input type="checkbox"/> KALAHARI	Kalahari	<input type="checkbox"/> SIERRA	Sierra Madre
<input type="checkbox"/> DENALI	Denali	<input type="checkbox"/> MOJAVE	Mojave	<input type="checkbox"/> YUKON	Yukon

Pearl Series (available at an additional charge) (Non-cancelable, non-returnable)

<input type="checkbox"/> AKOYA	Akoya	<input type="checkbox"/> BLACK-MOON	Black Moon
--------------------------------	-------	-------------------------------------	------------

Access Panel Type (select one)

<input type="checkbox"/> STAIN	Stainless Steel
--------------------------------	-----------------

Waste Assembly Type:

<input type="checkbox"/> S-POLY	Single Plastic Polypropylene P-Trap
<input type="checkbox"/> S-CHROME	Single Chrome-Plated P-Trap

Optional Selections

Faucet Adapter Type:

<input type="checkbox"/> PT	Plug-in adapter to convert battery operated CAP-DCA, IR-DCD or IR-DCG
-----------------------------	-----------------------------------------------------------------------

Soap Adapter Type:

<input type="checkbox"/> P19-231F	Plug-in adapter - 6315 soap dispenser (must order as a separate line item)
-----------------------------------	----------------------------------------------------------------------------

For more information on Evero Natural Quartz Surface, faucets, valves, transformers, and the sensor-operated soap dispenser, please visit bradleycorp.com.

Standard product selections contained within this document are third party **CERTIFIED** to NSF/ANSI 372 meeting the Lead-Free content requirement. Any product configured with custom options will be **COMPLIANT** with NSF/ANSI 372 meeting the Lead-Free content requirement.

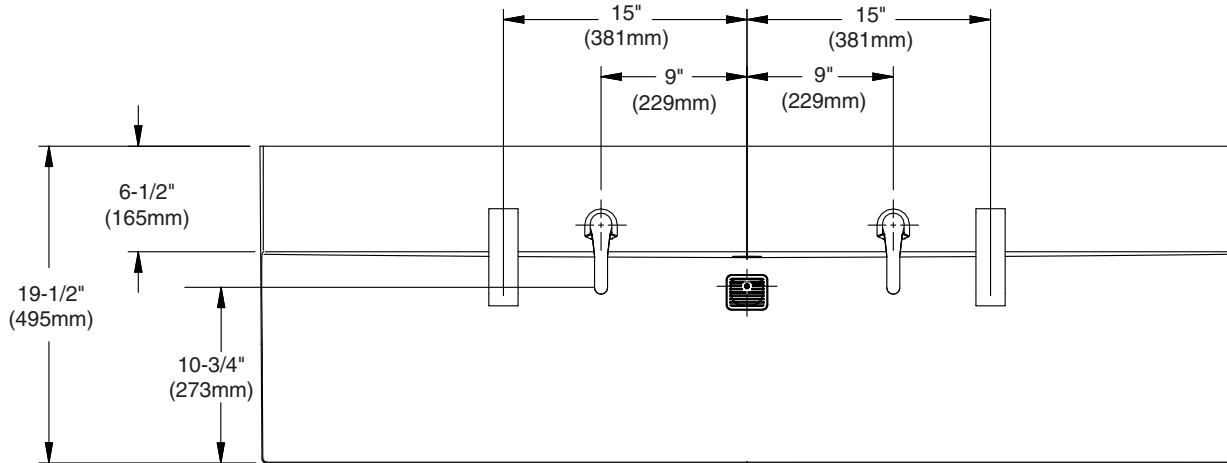




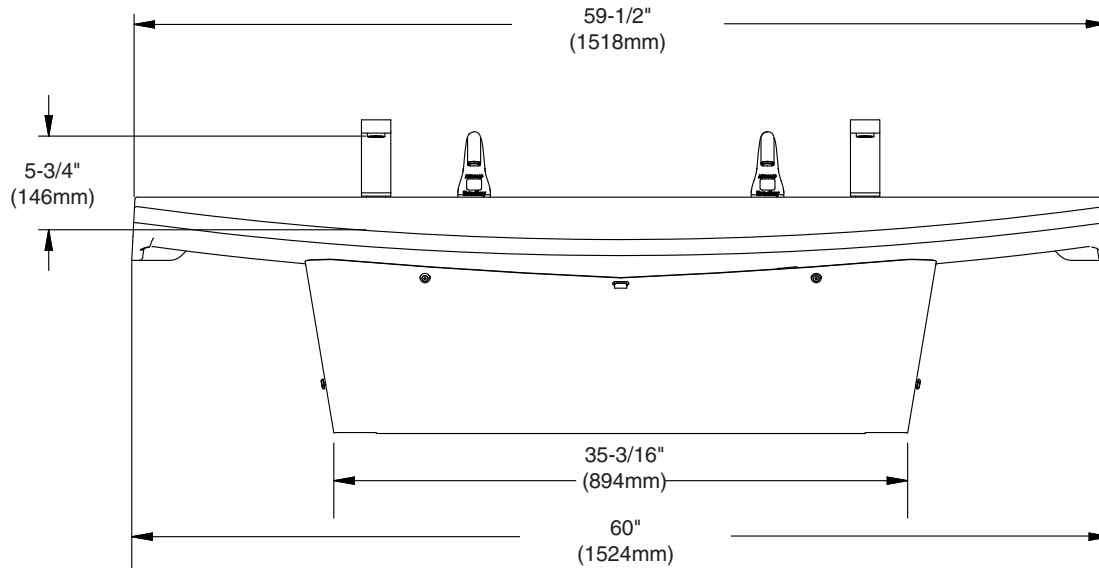
LVLD2 Verge® Wash Basin – LVL-Series

Dimensions for LVLD2 Verge Wash Basin (Shown with CAP-DCA Faucet and 6315 Soap)

Top View



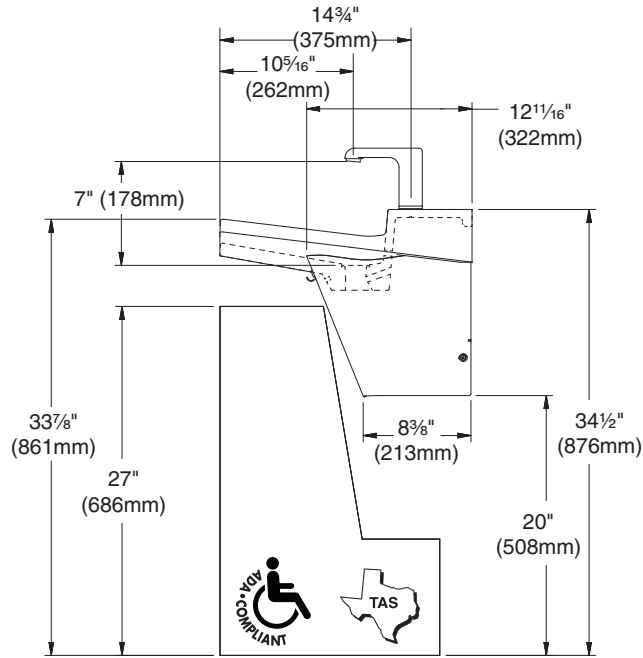
Front View



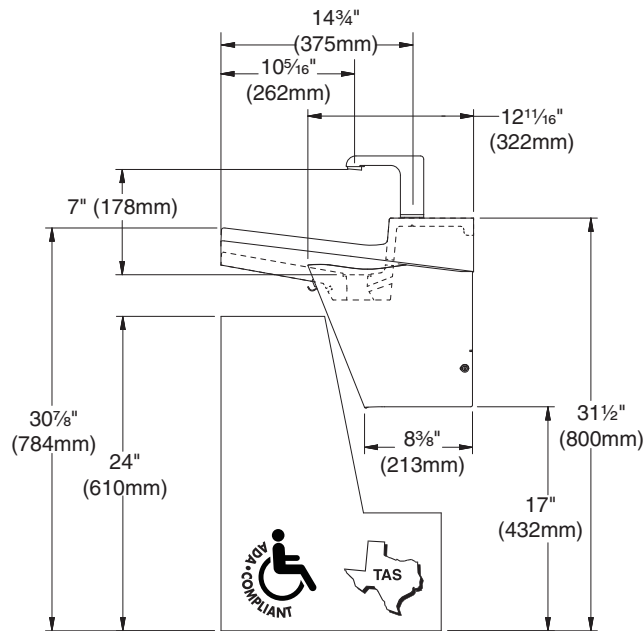


Dimensions for LVLD2 Verge Wash Basin

ADA Standard
and TAS Height



Juvenile and TAS,
Grades 6 thru 12



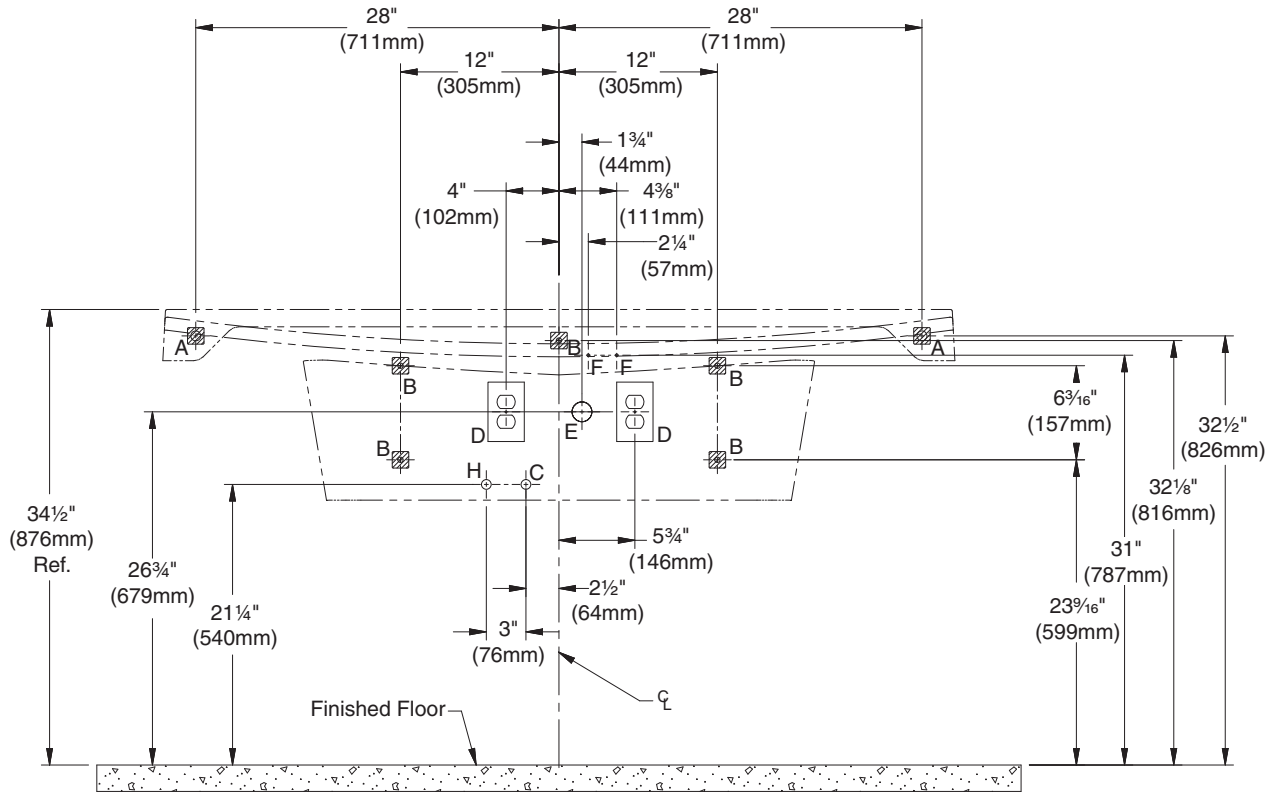


LVLD2 Verge® Wash Basin – LVL-Series

Rough-Ins for LVLD2 Verge Wash Basin

Standard rough-in shown.

Reinforce wall at points A and B.



CODE	DESCRIPTION	QTY.
A	3/8" Bowl Anchors with a Minimum Pull-Out Force of 1,000 lbs. (reinforce walls at anchor points)	2
B	3/8" Frame Anchors with a Minimum Pull-Out Force of 1,000 lbs. (reinforce walls at anchor points)	5
H, C	1/2" Hot/Cold Supplies, Stub-Out 2" From Wall	1
D	110v GFI Protected Electrical Outlet (AC faucet and soap only)	2
E	1 1/2" NPT Drain, Stub-Out 2" from Wall	1
F	#10 Anchors for Valve Bracket Installation	2

RIM HEIGHT	VERTICAL HEIGHT ADJUSTMENTS FOR CODES A–E and H	FIXTURE STYLE
33 7/8"	None	Standard Height, ADA and TAS
30 7/8"	Subtract 3"	ADA Juvenile and TAS, Grades 6 thru 12

*American
Standard*

Category: [Commercial Bathroom Sinks - For Every Project](#)



Declyn Wall Mounted Sink

Model Number(s):
0321.026.020

★★★★★ 3 Reviews

FINISH: White (020)

About This Product

You'll find American Standard Commercial Sinks wherever durability, dependability and beauty are on call. In hospitals, prisons, schools, ballparks and hotels, from main street to industrial boulevard, American Standard stands proud.
Wall-hung sink



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 4/24/19

Presenter: Brent Detwiler

Date of Council Meeting to consider this item: 5/2/19

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

Multi-area Streambank Restoration Project Tentative Award:

On April 26, 2019, formal bids will be received for the Multi-area Streambank Restoration Project (SRF Project No. CS370444-10). The project consists of streambank restoration efforts at thirteen (13) sites throughout the City of ranging in size from approximately 150 to 4,000 linear feet. The streambank efforts include streambank grading, installation of wood and rock grade control structures, and installation of matting and vegetation and also includes invasive species management and riparian planting. In addition, the project has a stormwater wetland retrofit at Patton Park and other minor stormwater management components. The project also consists of sanitary sewer replacement and upgrades at three (3) sites including within Patton Park.

The Engineer's Opinion of Probable Construction Cost for this project is approximately \$2,200,000.00. City staff and our consultant, Wildlands Engineering, will review each of the bids received for accuracy and completeness. The results will be presented to Council at their May 2, 2019 meeting. Please note that a tentative award will be contingent upon the approval of the North Carolina Department of Environmental Quality. Please let me know if you have any questions or require additional information regarding this project.

Budget Impact: \$ TBD Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion:

I move to authorize the Mayor to execute a resolution of tentative award and the City Manager to execute the contract for the construction of the Multi-area Streambank Restoration Project to _____, the lowest responsive and responsible bidder, in the amount of \$ _____; as presented and recommended by staff.

Attachments:

Resolution of Tentative Award, Bid Tabulation, Engineer's Opinion of Probable Construction Cost

Engineer's Estimate (24 April 2019)

Project: City of Hendersonville, Multi-Area Streambank Restoration Project (SRF Project No. CS370444-10)
 Design Firm: Wildlands Engineering, Inc.
 Design Engineer: Jacob McLean, PE, CFM

Engineer's Opinion of Probable Cost

Base Bid						
Line Item Required	Item Code Base Bid Section	Item Description	UoofM	Quantity	Unit Price	Extended Total
1	SP-1, SP-2	MOBILIZATION AND DEMOBILIZATION	LS	1	\$112,652.00	\$112,652.00
2	SP-3	CONSTRUCTION SURVEY	LS	1	\$45,500.00	\$45,500.00
3	SP-4	TEMPORARY SAFETY FENCE	LF	3990	\$2.50	\$9,975.00
4	SP-5	INVASIVES CONSULTATION	HR	20	\$120.00	\$2,400.00
5	SP-5	INVASIVE SPECIES CONTROL - INITIAL TREATMENT MOBILIZE	EA	13	\$400.00	\$5,200.00
6	SP-5	INVASIVE SPECIES CONTROL - INITIAL TREATMENT	AC	9.6	\$2,000.00	\$19,200.00
7	SP-5	INVASIVE SPECIES CONTROL - MAINTENANCE TREATMENT MOBILIZE	EA	13	\$400.00	\$5,200.00
8	SP-5	INVASIVE SPECIES CONTROL - MAINTENANCE TREATMENT	AC	6.7	\$1,500.00	\$10,050.00
9	SP-6	SILT FENCE	LF	1904	\$3.00	\$5,712.00
10	SP-6	CONSTRUCTION ENTRANCE	EA	8	\$2,700.00	\$21,600.00
11	SP-6	TEMPORARY STREAM CROSSING	EA	17	\$1,200.00	\$20,400.00
12	SP-6	EROSION CONTROL MATTING	SY	15634	\$5.00	\$78,170.00
13	SP-9	CLEARING & GRUBBING	LS	1	\$15,000.00	\$15,000.00
14	SP-9	TREE REMOVAL - 18 INCHES+	EA	19	\$900.00	\$17,100.00
15	SP-7, SP-8, SP-10	EARTHWORK	LS	1	\$275,000.00	\$275,000.00
16	SP-11	AGGREGATE BASE COURSE (ABC)	TON	145	\$45.00	\$6,525.00
17	SP-11	CLASS B STONE	TON	14	\$55.00	\$770.00
18	SP-12, SP-13, SP-11	CONSTRUCTED RIFFLE	LF	1862	\$18.00	\$33,516.00
19	SP-12, SP-13, SP-11	LOG VANE	EA	1	\$1,300.00	\$1,300.00
20	SP-12, SP-13, SP-11	ROCK/LOG J-HOOK VANE	EA	10	\$1,750.00	\$17,500.00
21	SP-12, SP-13, SP-11	ROCK VANE	EA	3	\$1,600.00	\$4,800.00
22	SP-12, SP-13, SP-11	CROSS VANE	EA	8	\$2,500.00	\$20,000.00
23	SP-12, SP-13, SP-11	BOULDER OR LOG SPUR	EA	53	\$1,000.00	\$53,000.00
24	SP-12, SP-11	STONE OUTFALL APRON	SQ FT	200	\$10.00	\$2,000.00
25	SP-12, SP-11	VEGETATED STONE TOE PROTECTION	LF	664	\$40.00	\$26,560.00
26	SP-12, SP-13, SP-11	LOG/ROCK STEP	EA	29	\$1,500.00	\$43,500.00
27	SP-16, SP-14	2-ROW GEOLIFTS WITH TOE PROTECTION	LF	1838	\$95.00	\$174,610.00
28	SP-15	BRUSH MATTRESS	LF	301	\$40.00	\$12,040.00
29	SP-16	ADDITIONAL GEOLIFTS PER ROW BASIS	LF	664	\$40.00	\$26,560.00
30	SP-17	TEMPORARY SEEDING	AC	20.5	\$700.00	\$14,350.00
31	SP-18	PERMANENT SEEDING - RIPARIAN MIX	AC	8.8	\$1,800.00	\$15,840.00
32	SP-18	PERMANENT SEEDING - JUNCUS EFFUSUS	LB	10	\$75.00	\$750.00
33	SP-18	FESCUE SEEDING - ACCESS ROUTES	AC	5.2	\$1,500.00	\$7,800.00
34	SP-19	HERBACEOUS PLUGS	EA	3540	\$3.00	\$10,620.00
35	SP-19	LIVE STAKES	EA	8015	\$3.00	\$24,045.00
36	SP-20	BARE ROOT TREES AND SHRUBS	EA	2857	\$3.00	\$8,571.00
37	SP-20	CONTAINER TREES (3 GAL)	EA	800	\$25.00	\$20,000.00
38	SP-20	CONTAINER SHRUBS (3 GAL)	EA	2066	\$25.00	\$51,650.00
39	SP-20	WETLAND PLUGS	EA	2638	\$4.00	\$10,552.00
40	SP-22	UNSUITABLE MATERIAL DISPOSAL	CY	10	\$30.00	\$300.00
41	SP-22	8" PVC GRAVITY SANITARY SEWER, SDR 35	LF	41	\$150.00	\$6,150.00
42	SP-22	8" DUCTILE IRON PIPE SANITARY SEWER	LF	242	\$175.00	\$42,350.00
43	SP-22	24" PVC GRAVITY SANITARY SEWER, SDR 35	LF	1477	\$250.00	\$369,250.00
44	SP-22	18" PVC GRAVITY SANITARY SEWER, SDR 35	LF	318	\$225.00	\$71,550.00
45	SP-22	12" PVC GRAVITY SANITARY SEWER, SDR 35	LF	361	\$200.00	\$72,200.00
46	SP-22	4' DIA MANHOLE (INC. FRAME AND COVER)	FT	112	\$350.00	\$39,200.00
47	SP-22	4" PVC SEWER SERVICE EXTENSION AND RECONNECTION	EA	2	\$8,000.00	\$16,000.00
48	SP-22	ABANDON EX PUMP STATION	LS	1	\$5,000.00	\$5,000.00
49	SP-22	TEMPORARY BYPASS PUMPING	LS	1	\$25,000.00	\$25,000.00
50	SP-22	FLOWABLE FILL BACKFILL	CY	193	\$250.00	\$48,250.00
51	SP-22	ASPHALT	SY	351	\$50.00	\$17,550.00
52	SP-23	PATTON WETLAND RETROFIT	LS	1	\$24,000.00	\$24,000.00
53	SP-23	PATTON WETLAND - OBSERVATION DECK	SQ FT	192	\$30.00	\$5,760.00
Base Bid						\$1,972,578.00
Contingency Allowance						
54	N/A	CONTINGENCY ALLOWANCE	LS	1	\$200,000.00	\$200,000.00
Contingency						\$200,000.00
Alternates						
A-1	SP-6	12" STRAW WATTLES	LF	100	\$3.50	\$350.00
A-2	SP-6	9" COIR WATTLE	LF	100	\$12.00	\$1,200.00
A-3	SP-6	12" COIR LOG	LF	100	\$15.00	\$1,500.00
A-4	SP-6	16-18" COIR LOG	LF	100	\$22.00	\$2,200.00
A-5	SP-6	ROCK SILT CHECK DAM	EA	13	\$900.00	\$11,700.00
A-6	SP-10	BEDROCK EXCAVATION	CY	1	\$500.00	\$500.00
A-7	SP-11	NO. 57 COARSE AGGREGATE	TON	20	\$45.00	\$900.00
A-8	SP-11	3" BALLAST	TON	20	\$45.00	\$900.00
A-9	SP-11	CLASS A STONE	TON	20	\$55.00	\$1,100.00
A-10	SP-11	CLASS 1 STONE	TON	10	\$65.00	\$650.00
A-11	SP-11	CLASS 2 STONE	TON	10	\$65.00	\$650.00
A-12	SP-11	BOULDERS	TON	10	\$85.00	\$850.00
A-13	SP-20	ALT CONTAINER PLANTS - 1 GAL	EA	20	\$15.00	\$300.00
A-14	SP-20	ALT CONTAINER PLANTS - 5 GAL	EA	20	\$35.00	\$700.00
A-15	SP-20	ALT CONTAINER PLANTS - 7 GAL	EA	20	\$45.00	\$900.00
A-16	SP-20	ALT CONTAINER PLANTS - B&B	EA	20	\$55.00	\$1,100.00
A-17	SP-21	WATERING	GAL	1000	\$1.00	\$1,000.00
A-18	SP-23	SUPPLEMENTAL TOPSOIL	CY	20	\$35.00	\$700.00
A-19	SP-23	MULCH	CY	20	\$35.00	\$700.00
A-20	SP-24	CONCRETE SIDEWALK REPLACEMENT	SQ FT	50	\$75.00	\$3,750.00
A-21	SP-24	PROJECT INTERPRETIVE SIGN	EA	4	\$1,000.00	\$4,000.00
A-22	SP-24	VERTICAL SIGN BASE	EA	2	\$2,500.00	\$5,000.00
A-23	SP-24	NPS STYLE CANTILEVER SIGN BASE	EA	2	\$5,000.00	\$10,000.00
Alternates						\$50,650.00

Total \$2,223,228.00

I hereby certify that the engineer's estimate contained herein was prepared by me or under my direct supervision.
 Signed, sealed, and dated this 24 day of April, 2019 by

Jacob P. McLean _____

Notes:

The Engineer has no control over the cost of labor, materials, equipment, or the Contractor's methods of determining prices, or competitive bidding, or market conditions. Opinions of probable costs herein are based on the information known to the Engineer at the time the estimate was prepared and represent the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot, and does not, guarantee that proposals, bids, or actual construction costs will not vary from the opinion of probable construction costs.





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Michael Huffman

Department: Engineering

Date Submitted: 4/24/19

Presenter: Jennifer Diaz- Withers Ravenel

Date of Council Meeting to consider this item: 5/2/19

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 11

A representative from Withers Ravenel Engineering will present the recently completed Wash Creek Master Plan to the City Council. The Master Plan will provide an overview of the current condition of the stormwater infrastructure in the Wash Creek watershed and recommendations for potential CIP projects that the City can undertake to address deficiencies in the system.

Budget Impact: \$ TBD Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

NA

Attachments:

NA



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 04/10/2019

Presenter: Preston Blakely

Date of Council Meeting to consider this item: 05/02/2019

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 12

Preston Blakely has worked with City Administration and Public Works Staff to create performance metrics for a Master of Public Administration capstone project. Preston's professional level work will help to advance the already outstanding management practices in the Public Works Department. Ultimately, Preston's work in performance management will contribute to City Council's long-term, strategic goals. Groundwork completed by Preston will be further used to establish performance management practices in other City Departments.

Performance management involves data driven, informed decision-making. Performance management programs are widely used in private sector management to increase organizational effectiveness and efficiency. Local Governments are increasingly adopting performance management practices. Preston will further discuss with City Council the advantages of creating a sustainable performance management program.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

N/A

Suggested Motion:

N/A - presentation only

Attachments:

Presentation Materials



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By:

Department:

Date Submitted:

Presenter:

Date of Council Meeting to consider this item:

Nature of Item:

Summary of Information/Request:

Item # 13

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? If no, describe how it will be funded.

Suggested Motion:

Attachments:

RESOLUTION TO ADOPT THE 2019 GENERAL RECORDS SCHEDULE FOR LOCAL GOVERNMENT AGENCIES AND REAFFIRM THAT PORTIONS OF THE PREVIOUSLY ADOPTED 2012 MUNICIPAL SCHEDULE ARE STILL IN EFFECT

WHEREAS, the North Carolina Department of Natural and Cultural Resources, Division of Archives and Records, Government Records Section has published the General Records Schedule for Local Government Agencies, which supersedes parts of the Municipal Retention and Disposition Schedule which it is charged with issuing; and

WHEREAS, G.S. §121-5 and G.S. §132-3 require a municipality to approve the schedule in order to conduct routine disposal of records which must otherwise be retained without specific permission for disposal by the Division of Archives and Records; and

WHEREAS, the following document to this Resolution is the form acknowledging the approval of the schedule as required by the Division of Archives and Records, Government Records Section; and

WHEREAS, to reduce the burden and costs of record retention and maintain efficient City records management, the City Council finds and determines that this Resolution should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE THAT:

The City of Hendersonville hereby adopts the General Records Schedule for Local Government Agencies and reaffirms that portions of the previously adopted 2012 Schedule are still in effect; and further, sets the Administrative Value to remain at one year.

Adopted this second day of May 2019.

Barbara G. Volk, Mayor

Attest:

Tammie K. Drake, City Clerk

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

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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

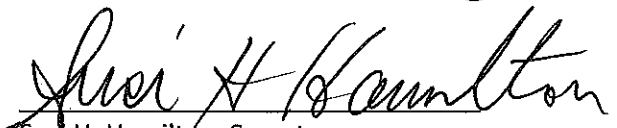
Municipal/County Clerk or Manager
Title: _____



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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† See signature page. The agency hereby agrees that it 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.” Please use the space provided.




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.	<p>CENSUS PROJECT RECORDS Records created to assist the U.S. Census Bureau with the decennial census.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	
16.	<p>CHARTER RECORDS Charter and charter proceedings related to adoption, amendment and/or repeal.</p>	<p>Retain in office permanently.</p>	
17.	<p>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.</p>	<p>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.*</p>	<p>Authority: 42 USC 12132</p>
18.	<p>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.</p>	<p>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 _____</p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<p>CITIZEN SURVEYS Surveys and related records addressing agency services, policies, and other concerns.</p>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	
20.	<p>COLLECTED DATA Information and statistics compiled and analyzed for research purposes or to support the functions of the agency.</p>	<p>Destroy in office when superseded or obsolete.</p>	<p>If data contains confidential information, abide by relevant restrictions.</p>
21.	<p>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.</p>	<p>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.</p>	
22.	<p>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.</p>	<p>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. <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.	<p>CUSTOMER CALL CENTER RECORDINGS Recordings of calls to customer service centers made for quality assurance and training purposes.</p>	Destroy in office after 30 days.	
24.	<p>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.</p>	<p>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.</p>	
25.	<p>EQUIPMENT AND VEHICLE REFERENCE RECORDS Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.</p>	Destroy in office when superseded or obsolete.	
26.	<p>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.</p>	<p>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.</p>	

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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>	<p>Destroy in office after 1 year after resolution.</p>	
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>	<p>Destroy in office when reference value ends.† Agency Policy: Destroy in office after _____</p>	
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>	<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 _____</p>	
62.	<p>SURPLUS PROPERTY Inventories and reports of agency property to be surplus.</p>	<p>Destroy in office 3 years after disposition of property.*</p>	
63.	<p>TRACKING MATERIALS Records intended to verify the receipt of information, such as certified mail receipts.</p>	<p>Destroy in office 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
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.	<p>ACCOUNTS PAYABLE</p> <p>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.</p>	Destroy in office 3 years after payment.*	
2.	<p>ACCOUNTS RECEIVABLE</p> <p>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.</p>	Destroy in office 3 years after collection.*	
3.	<p>ACCOUNTS UNCOLLECTABLE</p> <p>Records of accounts deemed uncollectable, including returned checks, write-off authorizations, and other related records.</p>	Destroy in office 3 years after account is determined to be uncollectable.*	

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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.*	

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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>	<p>a) Transfer records to CONTRACTS, LEASES, AND AGREEMENTS, page 45, item 8 when bid is approved.</p> <p>b) Destroy in office bid records not awarded or opened after 1 year.*</p>	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 _____	

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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)

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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.*	

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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.*	

2

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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.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	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>	

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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. 	<p>AUDITS: IT SYSTEMS Records documenting user actions affecting the contents of monitored systems. Also includes fixity checks and other periodic tests of data validity.</p>	<p>a) Destroy in office after 1 year fixity check documentation. b) Destroy in office remaining records after disposition of record.*</p>	Confidentiality: G.S. § 132-6.1(c)
2.	<p>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.</p>	Destroy in office after 1 year.	
3.	<p>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.</p>	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.	<p>AFFIDAVITS OF PUBLICATION Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc.</p> <p>See also NOTICES OF PUBLIC MEETINGS, page 12, item 45.</p>	<p>a) Retain in office permanently if record provides sole evidence of publication.</p> <p>b) Destroy in office remaining records after 3 years.*</p>	<p>Authority: G.S. § 1-600</p>
2.	<p>ANNEXATION RECORDS Records concerning annexation of property into the city. Includes petitions, reports, correspondence, including email, maps, ordinances, and public hearings.</p>	<p>Retain in office permanently.</p> <p><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></p>	
3.	<p>AUTHENTICATIONS Certificates of authentication issued by the agency.</p>	<p>Retain in office permanently.</p>	

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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.	<p>LEGAL OPINIONS</p> <p>Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.</p>	Retain in office permanently.	
16.	 <p>LEGAL REVIEW RECORDS</p> <p>Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested.</p> <p>See also LEGAL OPINIONS, page 47, item 15.</p>	<p>a) Retain in office records with historical value permanently.</p> <p>b) Destroy in office remaining records after expiration of relevant statute of limitations.</p>	Confidentiality: G.S. § 132-1.1(a)
17.	 <p>LITIGATION CASE RECORDS</p> <p>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.</p>	<p>a) Retain in office cases having precedential or historical value permanently.</p> <p>b) Destroy in office adjudicated cases 6 years after final disposition.</p> <p>c) Destroy in office non-adjudicated cases (out-of-court claims) 6 years after final disposition or expiration of relevant statute of limitations.</p>	Confidentiality: G.S. § 132-1.1(a) G.S. § 132-1.9
18.	<p>OATHS OF OFFICE</p> <p>See also GOVERNING AND ADVISORY BODY MEMBER FILES, page 7, item 29.</p>	<p>Transfer official copy of oath of office to the Clerk to the Board.</p> <p><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></p>	<p>Authority: G.S. § 153A-26</p> <p>Retention: G.S. § 7A-103(2)</p>

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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. 	<p>APPLICATIONS FOR EMPLOYMENT</p> <p>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.</p>	<p>a) Transfer applications, resumes, transcripts, and similar records as applicable to PERSONNEL RECORDS (OFFICIAL COPY), page 61, item 29.</p> <p>b) Destroy in office after 2 years unsolicited application materials from individuals hired.</p> <p>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.*</p> <p>d) Destroy in office 2 years after receipt unsolicited applications/resumes and those received after posted closing dates.</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>
4.	<p>APPRENTICESHIP PROGRAM RECORDS</p> <p>Records concerning registered apprenticeship programs. Includes applications and selection materials as well as aggregated data. Also includes apprenticeship affirmative action plans.</p>	<p>Destroy in office 5 years after the making of the record or the personnel action involved, whichever occurs later.</p>	<p>Authority: 29 CFR 30.4(a) 29 CFR 1602.20</p> <p>Retention: 29 CFR 30.12(d) 29 CFR 1602.21</p>


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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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	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 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.*	Authority: 29 CFR 825.110 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 825.500(b)
20. 	<p>GRIEVANCES 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.*	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
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. 	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.)	a) Destroy in office exposure records 30 years after date of exposure.* b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years. c) Provide medical records to employees who have worked for less than 1 year at time of separation. d) Destroy in office after 1 year records concerning physical examinations or health certificates. e) Destroy in office remaining records 30 years after employee separation. <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>	Authority: 29 CFR 1910.1020(e) Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1030(h)(1)(iii) Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d) 42 USC 12112(d)(3)
26.	MILITARY LEAVE Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). See also LEAVE RECORDS , page 58, item 24.	Destroy in office 3 years after leave ends or employee separates from agency.*	Authority: 5 CFR 1208



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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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ITEM #	STANDARD 6: PERSONNEL RECORDS		
	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>

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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.	

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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. 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>	

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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. 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. 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>	

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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.*	

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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

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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.	<ul style="list-style-type: none"> 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.	<ul style="list-style-type: none"> 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>).



Destructions Log

Agency			
Division	Section	Branch	
Location(s) of Records			

Records Series	Required Retention	Date Range	Volume (file drawers or MB)	Media (Paper, Electronic)		Date of Destruction	Method of Destruction	Authorization for Destruction
				P	E			

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



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by: _____
Signature Title Date

Approved by: _____
Signature Requestor's Supervisor Date

Concurred by: _____
Signature Assistant Records Administrator Date
State Archives of North Carolina



File Plan

Agency			
Division		Section	Branch

Records Series	Records Creator	Records Owner (if record copy is transferred within the agency)	Media (Paper, Electronic, Scanned)			Required Retention	Location(s) of Records
			P	E	S		

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RECORDS RETENTION AND DISPOSITION SCHEDULE

MUNICIPAL



Issued By:



NORTH CAROLINA
DEPARTMENT OF
**CULTURAL
RESOURCES**
WWW.NGCCULTURE.COM

North Carolina Department of Cultural Resources
Division of Archives and Records
State Archives of North Carolina
Government Records Branch

September 10, 2012

**RESOLUTION ADOPTING THE RECORD RETENTION AND DISPOSITION SCHEDULE ISSUED
BY THE NC DEPARTMENT OF CULTURAL RESOURCES**

WHEREAS, "Public Record" is defined by North Carolina General Statutes as any document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data-processing record, artifact, or other documentary material, despite 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; and

WHEREAS, In accordance with the provision of Chapters 121 and 132 of the North Carolina General Statutes, the City Council hereby agrees 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 in the Record Retention and Disposition Schedule 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. 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 the schedule. Public records including electronic records not listed in this schedule are not authorized to be destroyed.

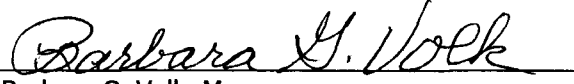
WHEREAS, Without a retention program, public records can accumulate, causing the need for additional storage space; and

WHEREAS, Without a schedule for disposal, valuable documents can be mistakenly discarded; and

NOW, THEREFORE, BE IT RESOLVED THAT THE City of Hendersonville City Council hereby repeals the former schedule adopted in June 2009, and adopts the revised Municipal Records Retention and Disposition Schedule issued by the North Carolina Department of Cultural Resources, Division of Archives and History, Archives and Records Section, Records Services Branch dated September 10, 2012 along with the staff-recommended agency policy, and

FURTHER, The City Council hereby agrees and establishes and will enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction "destroy when administrative value ends" as proposed and recommended by staff and contained therein.

Adopted this sixth day of December 2012.


Barbara G. Volk, Mayor

Attest:


Tammie K. Drake, MMC, City Clerk

**Municipal
Records Retention Schedule Amendment**

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

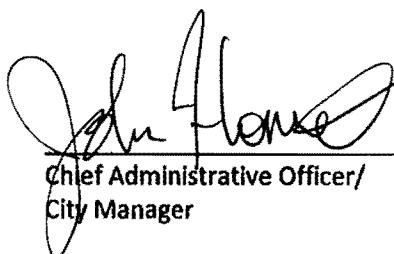
STANDARD 4. BUDGET, FISCAL AND PAYROLL RECORDS

Amending item 32 Escheat and Unclaimed Property File as shown on substitute page 29.

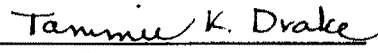
STANDARD 12. PERSONNEL RECORDS

Adding item 1-A Accreditation Records as shown on substitute page 101. Superseded
January 5, 2015
~~Amending item 19 Employee Eligibility Records as shown on substitute page 105.~~
Amending items 36 Family Medical Leave Act (FMLA) Records, 42 Leave File, and 43 Leave Without Pay File as shown on substitute pages 110-111.

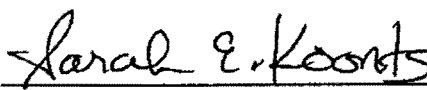
APPROVAL RECOMMENDED



Chief Administrative Officer/
City Manager

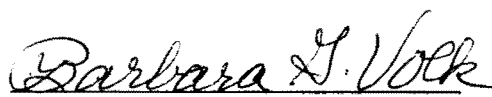


City/Town Clerk

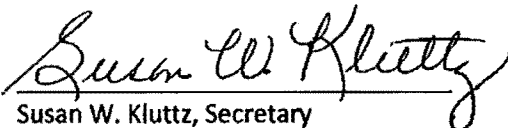


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED



Mayor



Susan W. Kluttz, Secretary
Department of Cultural Resources

Adopted 04.02.15

August 29, 2013

Hendersonville
Municipality

Municipal Records Retention Schedule Amendment

Amending the Municipal Records Retention and Disposition Schedule published September 10, 2012.

STANDARD 6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Amending Item 3, 911 Recordings as shown on substitute page 41 and Item 18 Emergency Notifications as shown on substitute page 43.

STANDARD 9. LAW ENFORCEMENT RECORDS

Amending Item 136, Law Enforcement Audio and Video Recordings, as shown on substitute page 90.

APPROVAL RECOMMENDED

Tammie K. Drake

City/Town Clerk

[Signature]

Chief Administrative Officer/
City Manager

Sarah E. Koonts

Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Barbara G. Volk

Mayor

Susan W. Kluttz

Susan W. Kluttz, Secretary
Department of Natural and Cultural Resources

Municipality: Hendersonville

October 1, 2016

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EXECUTIVE SUMMARY

- ✓ According to G.S. §121-5 and G.S. §132-3, you may only destroy public records with the consent of the Department of Cultural Resources (DCR). The State Archives of North Carolina is the division of DCR 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 municipality is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each record series listed on this schedule has specific disposition instructions which will indicate how long that series must be kept in your offices. In some cases, the disposition instructions are simply "Retain in office permanently," which means that those records must be kept in your offices forever. In other cases, the retention period may be "destroy in office when administrative value ends." Administrative value is defined as, "the usefulness of records to support ancillary operations and the routine management of an organization." 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 administrative value ends."
- ✓ Email is a record as defined by G.S. §121-5 and G.S. §132. It is the content of the email that is critical when determining the retention period of a particular email, including attachments, not the media in which the records were created. Email should be retained in the same manner as its paper counterpart. It is important for all agency employees and officials to determine the appropriate record series for specific emails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all municipal employees and officials take our online tutorials 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, utilizing the retention schedule, email management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming of the minutes of major decision-making boards and commissions in a municipality. Once those records are filmed, we will store the silver negative (original) in our security vault.
- ✓ There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst assigned to your municipality for the most current information.

AUDITS, LITIGATION AND OTHER OFFICIAL ACTIONS

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

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](#) Item 7, page 2 and [AUDITS: FINANCIAL](#) Item 6, page 26.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the municipality 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.

ELECTRONIC RECORDS: EMAIL, BORN DIGITAL RECORDS, AND DIGITAL IMAGING

Q. *When can I delete my email?*

A. Email is a public record as defined by G.S. §121-5 and G.S. §132. Electronic mail is just as much a record as any traditional paper record, and must be treated in the same ways. **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 email 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 email simply because storage limits have been reached.*** Some examples of email messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts or 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 will be particularly helpful in managing your email (available online at the State Archives of North Carolina website):

- *E-Mail as a Public Record in North Carolina: A Policy for Its Retention and Disposition*
- *Online E-mail Tutorial: Managing Your Inbox: E-mail as a Public Record*
- *Online Tutorial: Managing Public Records for Local Government Agencies*
- *Guidelines for E-mail as a Public Record in North Carolina: Tips and Tricks for Using Microsoft Exchange Software to Manage E-mail*

Q. *May I print my email to file it?*

A. We do not recommend printing email for preservation purposes. Important metadata is lost when Email is printed.

Q. *I use my personal email account for work. No one can see my personal email.*

A. The best practice is to avoid using personal resources, including private email 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 email account is irrelevant.

Q. *We have an imaging system. Do we have to keep the paper?*

A. You may scan any record, including permanent records. You will need to get approval from our agency in order to destroy paper originals that have been digitized. Your office should follow the instructions in the *North Carolina Guidelines for Managing Public Records Produced by Information Technology Systems* to conduct the Self-Warranty process, develop an Electronic Records Policy, and complete a copy of the [Request for Disposal of Original Records Duplicated by Electronic Means](#), (located at the end of this schedule). Then submit all three to us.



As of March 1, 2019, all local government agencies in North Carolina will use the General Records Schedule for Local Government Agencies to find the appropriate disposition instructions for records that fall under these standards:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information Systems Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records
- Workforce Development Records

More information about this transition can be found on our blog at <https://ncrecords.wordpress.com/2019/01/14/new-retention-schedule-model-for-north-carolina-local-governments/>.

This new Local Government General Records Schedule can be found on our website at <https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules> and supersedes the correlating standards that were a part of previously approved local government agency schedules, so we have deleted those standards from the published version of this schedule.

If you have any questions, please contact [a records management analyst](#) in the Government Records Section of the State Archives of North Carolina.

STANDARD-2. AIRPORT AUTHORITY RECORDS

Official records and materials created and accumulated incidental to the operation of a municipal or regional airport.

ITEM #	STANDARD-2: AIRPORT AUTHORITY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	AIR SPACE CONSTRUCTION FILES Applications to construct structures which may obstruct flight space. May include correspondence and related records.	Destroy in office after 5 years.	
2.	AIRFIELD INSPECTION FILES Records concerning airfield inspections on runway conditions, fire and rescue facilities, ground vehicle control and other airport condition information.	Destroy in office after 1 year.	14 CFR 139.301.
3.	AIRPORT CERTIFICATION MANUAL Manual containing a description of operating procedures, facilities and equipment, responsibility assignments, and any other information needed by personnel concerned with operating the airport.	a) Destroy in office when superseded or obsolete. b) Retain records with historical value permanently.	14 CFR 139.201

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction “destroy when administrative value ends.” Please use the space provided.

ITEM #	STANDARD-2: AIRPORT AUTHORITY RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>AIRPORT COMMISSION MINUTES</p> <p>See the Microfilm section on page x for instructions on microfilming minutes.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the Department of Cultural Resources (DCR). The DCR reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative 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, DCR reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after _____</p>	
5.	<p>AIRPORT MASTER RECORD FILES</p> <p>Federal Aviation Administration (FAA) form 5010 documenting basic information concerning airports</p>	Destroy in office when superseded.	
6.	<p>COMMUNICATIONS RECORDINGS</p> <p>Audio recordings of radio and telephone communications and complaint calls.</p>	Destroy in office after 30 days if not made part of a case file. *	
7.	<p>LAND DEVELOPMENT AND PLANNING STUDIES AND REPORTS</p> <p>Records documenting local government and airport authority land use and development planning.</p>	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction “destroy when administrative value ends.” Please use the space provided.

<i>ITEM #</i>	<i>STANDARD-2: AIRPORT AUTHORITY RECORDS</i>		
	<i>RECORD SERIES TITLE</i>	<i>DISPOSITION INSTRUCTIONS</i>	<i>CITATION</i>
8.	RADIO LOGS Records of radio calls received and placed.	Destroy in office after 1 year.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction “destroy when administrative value ends.” Please use the space provided.

STANDARD-3. ANIMAL CONTROL AND SHELTER RECORDS

Records and materials regarding conduct of municipal animal control and shelter programs.

ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACTIVITY REPORTS (ANIMAL CONTROL) Daily, weekly and monthly reports to County Health Department, Department of Health Services, etc., providing statistics regarding complaints answered, dogs and cats impounded, impounded animals euthanized, vaccinations, and dog and cat bites reported. See also REPORTS AND STUDIES (INTERNAL ADMINISTRATION) , item 65, page 15.	Destroy in office after 1 year.	
2.	ANIMAL ADOPTION RECORDS Includes pre-adoption records and agreements.	Destroy in office after 2 years.	
3.	ANIMAL ABUSE CASES	Destroy in office after 5 years.*	
4.	ANIMAL BITE RECORDS Includes copies of bite reports filed with the local Public Health Department. See also DANGEROUS ANIMAL RECORDS , item 11, page 23.	Destroy in office after 3 years.*	G.S. §130A-196, 197, 198.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction “destroy when administrative value ends.” Please use the space provided.

ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>ANIMAL COMPLAINT RECORDS Includes complaints of animal abuse and nuisances.</p> <p>See also DANGEROUS ANIMAL RECORDS, item 11, page 23.</p>	Destroy in office after 3 years.*	
6.	<p>ANIMAL CONTROL CITATIONS/COMPLIANCE ORDERS Includes citations and/or compliance orders issued to animal owners of violations of municipal ordinances.</p> <p>See also DANGEROUS ANIMAL RECORDS, item 11, page 23.</p>	Destroy in office after 3 years.*	
7.	<p>ANIMAL CONTROL RECORDS Reports of animal control calls. May include information regarding animal bites, animals received from citizens, strays caught, animals taken to shelters or returned to owner, use of tranquilizer guns, and other related information.</p>	<p>a) Destroy in office records concerning dangerous animals until known dead or after 10 years.</p> <p>b) Destroy in office records concerning animal abuse cases after 5 years.</p> <p>c) Destroy in office remaining records after 1 year.</p>	
8.	<p>ANIMAL CRUELTY RECORDS Includes complaints, citations and/or compliance orders, and similar records.</p>	<p>Destroy in office when administrative value ends.†*</p> <p>Agency Policy: Destroy in office after _____</p>	G.S. §14-360
9.	<p>CERTIFICATES OF ANIMAL RELEASE Certificates verifying health of animals examined and released by municipal animal control.</p>	Destroy in office after 1 year.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction “destroy when administrative value ends.” Please use the space provided.

ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	CONTROLLED SUBSTANCE EUTHANASIA LOG Includes amount of controlled substance used and animals euthanized.	Destroy in office after 2 years.	21 CFR 1304.03
11.	DANGEROUS ANIMAL RECORDS Includes complaints, compliance orders, citations, bite reports, and similar records relating to dangerous animals.	Destroy in office records relating to dangerous animals when known dead or after 10 years.*	G.S. §67-4.1
12.	HISTORIES OF PET OWNERS Records concerning information for each animal owner who violates the municipal ordinances. May include signed complaint forms, pictures, and paperwork issued by the animal control officer.	Destroy in office after 3 years.*	
13.	IMPOUNDMENT RECORDS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
14.	OWNER CONTACT NOTICE RECORDS	Destroy in office 1 year from date of contact.	
15.	RABIES CONTROL REPORTS Monthly reports sent to the Division of Health and Human Services.	Destroy in office after 1 year.	
16.	REFERENCE MATERIAL (ANIMAL CONTROL) Informational materials concerning first aid, care and handling of pets, ticks, rabies, etc.	Destroy when superseded or obsolete.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-3: ANIMAL CONTROL AND SHELTER RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	SHELTER DISPOSITION SHEETS Sheets filed on each animal processed by the animal shelter, containing information on whether the animal is reclaimed by the owner, adopted or euthanized.	Destroy in office after 1 year.	
18.	VACCINATION RECORDS Includes rabies vaccination certificates sent to municipal animal control by area veterinarians.	Destroy in office after 3 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-5. BUILDING INSPECTION RECORDS

Official records and materials created and accumulated during the conduct of municipal building inspection programs.

In accordance with G.S. §153A-373, "The inspection department shall keep complete, and accurate records in convenient form of each application received, each permit issued, each inspection and reinspection made, and each defect found, each certificate of compliance granted, and all other work and activities of the department. These records shall be kept in the manner and for the periods prescribed by the North Carolina Department of Cultural Resources. The department shall submit periodic reports to the Board of Commissioners and to the Commissioner of Insurance as the Board or the Commissioner may require." (1969, s. 1: c.822, s.1; 1983, c.377, s.6.)

ITEM #	STANDARD-5: BUILDING INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	<p>BLUEPRINTS AND SPECIFICATIONS Blueprints, drawings, and specifications submitted when applying for a building permit for new construction. Used in determining code compliance and enforcement of building code.</p>	<p>a) Destroy in office residential blueprints and specifications when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) Destroy in office commercial blueprints and specifications 1 year after issuance of certificate of occupancy.</p> <p>c) Retain governmental blueprints and specifications for life of structure.</p>	<p>Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of government building detailed plans and drawings.</p>
2.	<p>BUILDING AND FIRE CODE VIOLATIONS CASES Includes complaints, notices, and other information created or compiled during the course of investigation and resolution of each alleged violation. May include appeals.</p>	<p>Destroy in office 3 years after verification of correction.</p>	

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ITEM #	STANDARD-5: BUILDING INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.	BUILDING INSPECTION REPORTS Records concerning existing building inspections.	a) Destroy in office inspections with no defects after 6 years. b) Destroy in office inspections with noted defects 6 years after defect is corrected.	
4.	BUILDING PERMITS AND APPLICATIONS Applications from property owners to erect new structures or to make structural modifications to existing ones and permits allowing the construction. May include contractor change forms.	a) Destroy in office 6 years after issuance of certificate of occupancy and/or expiration of permit. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____	
5.	BUILDING PERMIT LOG Record showing permit number, date, name of owner, cost of construction, permit date, and receipts.	Destroy in office after 6 years.	
6.	BUILDING PERMIT RECEIPT BOOKS	Destroy in office after 3 years.*	
7.	BUILDING TRADES CERTIFICATIONS	Destroy in office when superseded or obsolete.	
8.	BURNING PERMITS (BUILDING INSPECTIONS) Records concerning permits issued during the site construction.	a) Destroy in office after 3 years. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____	
9.	CERTIFICATES OF OCCUPANCY Records indicating buildings in the city which have been inspected and approved for occupancy.	Destroy in office after 6 years.	

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ITEM #	STANDARD-5: BUILDING INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	CONSTRUCTION REPORTS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
11.	CONTRACTORS LICENSING	Destroy in office when superseded or obsolete.	
12.	DEMOLITION FILE. Records relating to demolition and clearance of buildings deemed unfit for habitation. File includes building inspection reports, letter to property owners, and demolition documents.	Destroy in office after 6 years.*	
13.	ENCROACHMENTS OF RIGHT-OF-WAY APPLICATIONS AND PERMITS	c) Destroy in office 3 years after case is resolved. d) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____	
14.	INSPECTIONS Inspection requests, notices of violations, denial reports, sketches, plans, correspondence, including email, and similar records concerning the construction, modification or demolition of existing and new buildings, or the installation of plumbing, electrical or mechanical systems.	Destroy in office 6 years after completion of project.	
15.	INSPECTOR WORKSHEETS	a) Destroy in office 6 years after completion of project if worksheet is only record of inspections. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-5: BUILDING INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<p>MAPS, PLATS AND DRAWINGS Maps, blueprint drawings and plats of subdivisions generally showing roads, bodies of water, dimensions of lots, sewage and lines, etc.</p>	<p>a) If filed in Register of Deeds or similar agency, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) Retain in office all other records permanently.</p>	
17.	<p>MANUFACTURED HOME PERMITS</p>	<p>a) Destroy in office 6 years after issuance of certificate of occupancy and/or expiration of permit.</p> <p>b) Destroy in office applications for which a permit was never issued after 3 years.</p>	
18.	<p>MINIMUM HOUSING FILE Records of rental properties containing information relative to violations and complaints. May include certified return receipts, zoning violation notices, municipal court ordinance complaints, summons, decisions, copy permits and photographs.</p>	<p>Destroy in office 3 years after verification of correction.*</p>	
19.	<p>MISCELLANEOUS (BUILDING) APPLICATIONS AND PERMITS Applications and permits regarding sign installation, fencing, swimming pools, driveways or similar activity required by local ordinance.</p> <p>See also MISCELLANEOUS (NON-BUILDING) APPLICATIONS AND PERMITS item 45, page 11.</p>	<p>a) Destroy in office 3 years after completion of project.</p> <p>b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD-5: BUILDING INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.	MONTHLY BUILDING PERMITS AND CONSTRUCTION REPORTS Customized reports used for statistical analysis of current development trends within the municipality. This information also is submitted to the U. S. Department of Commerce & Bureau of the Census.	Destroy in office after 3 years.	
21.	NORTH CAROLINA SEDIMENTATION AND POLLUTION CONTROL COMMISSION File contains documentation of sedimentation control measures to be used on individual projects.	Destroy in office after 3 years.	
22.	PERIODIC INSPECTION REPORTS	Destroy in office 6 years from date of inspection.	
23.	SEWAGE DISPOSAL SYSTEM INSPECTION REPORTS Reports show home structure and water line diagram. Reports are used to indicate sewage hookups and to comply with municipal code.	Destroy in office 2 years after inspection.	
24.	STANDARD BUILDING CODES	Destroy in office when superseded or obsolete.	
25.	STREET ADDRESS LOG A master list of current streets and house numbers.	Destroy in office when superseded or obsolete.	
26.	STREET INFORMATION	Destroy in office when superseded or obsolete.	
27.	SUBSTANDARD HOUSING INSPECTIONS REPORTS	Destroy in office after 6 years.	

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ITEM #	STANDARD-5: BUILDING INSPECTION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
28.	TRADE PERMITS (ELECTRICAL, GAS, MECHANICAL, AND PLUMBING)	a) Destroy in office 6 years after issuance. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____	
29.	UNSAFE BUILDINGS FILE Notification to owner of unsafe conditions relative to a particular structure.	Destroy in office after 6 years provided all issues have been resolved.*	

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STANDARD-6. EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS

Official records explaining the authority, operating philosophy, proposed methods, and primary functions of municipal emergency services programs and municipal fire departments.

ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	911 COMMUNICATION RECORDS Printouts of 911 calls received and computer-aided dispatch (CAD) reports. Reports may list time and date of call, contents of call, location of call, name of unit dispatched and other related information.	Destroy in office after 3 years, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.
2.	911 FILE Information regarding the implementation, training, and operations of the 911 system.	Destroy in office after 5 years.	
3.	911 RECORDINGS Tapes, digital recordings, and text messages generated by 911 calls	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i).
4.	ACCIDENT FILE Records concerning personnel and municipally owned property damage.	Destroy in office 3 years after resolution.*	
5.	ACTIVITY REPORTS Reports on an individual, shift, project and other basis submitted on a daily, weekly, or other basis.	Destroy in office after 3 years.	

*See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS**, page vi.

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	AMBULANCE CALL REPORTS (ACR)/PATIENT CARE REPORTS (PCR)	a) Transfer copy of report to the admitting hospital for inclusion into patient's medical record. b) Destroy in office originals 11 years from date of service.*	
7.	AMBULANCE DISPATCH RECORDS Includes run number, date, time, address, phone number, reason for dispatch, age of patient, condition of patient, responders, and other related information.	Destroy in office after 3 years.*	
8.	AMBULANCE SERVICE RUN LOG Includes response number, location of call, responding unit, arrival and departure times, and other related information.	Destroy in office after 3 years.*	
9.	ANNUAL REPORT Annual report sent to the governing body of the municipality.	Retain in office permanently.	
10.	ANNUAL SUBMISSION ON PERSONNEL AND ADMINISTRATION FUNDS FILE	Destroy in office after 3 years.	
11.	BUILDING INSPECTIONS Record of building inspections indicating ownership, location, occupancy, type of construction, fire protection features, defects, etc.	a) Destroy in office inspections with no defects after 3 years.* b) Destroy in office inspections with noted defects 3 years after defect is corrected.	
12.	COMPANY RUN REPORT (FIRE JOURNAL) Listings of fire calls, alarms, personnel involved, equipment used and actions taken.	Destroy in office after 5 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	CONSOLIDATED MONTHLY REPORTS	Destroy in office after 5 years.	
14.	DAILY LOG Log, journal, blotter or similar record showing activities of a fire department or emergency services.	Destroy in office after 1 year.	
15.	DISASTER AND EMERGENCY MANAGEMENT PLANS Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes but not limited to official copy of comprehensive plan and all background surveys, studies, reports, and draft versions of plans. See also COMPREHENSIVE PLAN item 19, page 4.	a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____ b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
16.	DISPATCH FILE Records relating to fire dispatch zones. May include maps of fire dispatch zones, census tract information, annexation research, street closings, and other related material.	Destroy in office when superseded or obsolete.	
17.	DISPATCH RECORDINGS Recordings made of activities during an emergency services dispatch.	Destroy in office after 30 days, if not made part of a case file.*	Comply with applicable provisions of GS §132-1.4(i), and GS§132-1.5.
18.	EMERGENCY NOTIFICATIONS Records of emergency notifications. Includes automatic identification information, such as the name, address, and telephone numbers of telephone subscribers, or the e-mail addresses of subscribers to an electronic emergency notification or reverse 911 system.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of GS §132-1.4 (i), and GS §132-1.5.

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	EMERGENCY SERVICES BILLING RECORDS Records concerning billing of patients transported and treated by emergency services personnel.	Destroy in office after 3 years*	
20.	EMERGENCY SERVICES CORRESPONDENCE	a) Transfer after 3 years correspondence, including email, with historical value to the HISTORIES FILE item 39, page 8. b) Destroy in office remaining records after 3 years.	
21.	EQUIPMENT RECORDS (APPARATUS AND MAINTENANCE FILE) Records concerning maintenance performed on fire department equipment.	Destroy in office 1 year after disposal or replacement of equipment.	
22.	EQUIPMENT RECORDS (APPARATUS OPERATING EXPENSE FILE) Operating expense (maintenance, repair costs, etc.) records for fire department equipment.	Destroy in office after 2 years.	
23.	EQUIPMENT RECORDS (APPARATUS TEST REPORTS) Reports showing results of fire equipment tests.	Destroy in office 1 year after disposal or replacement of equipment.	
24.	EQUIPMENT RECORDS (EQUIPMENT ISSUED TO FIREFIGHTERS AND EMERGENCY PERSONNEL) FILE	Destroy in office when superseded or obsolete.	
25.	EQUIPMENT RECORDS (HOSE RECORDS) Records concerning the age, repair, etc. of fire hoses.	Destroy in office after 2 years.	
26.	EQUIPMENT RECORDS (HOSE TESTS) Routine tests to determine if hoses are in proper working order.	Destroy in office after 2 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	EVACUATION PLANS	Destroy in office when superseded or obsolete.	
28.	EXPOSURE RECORDS Reports detailing when a fire department or emergency personnel are exposed to toxic fumes, smoke, or chemicals during the course of fire fighting.	Destroy in office exposure records 40 years from date of exposure or 30 years from date of separation.* <i>Retention note: If part of a workers compensation claim, follow disposition for WORKERS' COMPENSATION PROGRAM CLAIMS FILE item 62, page 115.</i>	29 CFR 1910.1020 (d)(ii)
29.	FEDERAL ASSISTANCE PROGRAMS REFERENCE RECORDS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
30.	FIRE ALARM AND AUTOMATIC EXTINGUISHER FILE Certificates, licenses, and insurance certificates of companies that perform installations of fire alarm and automatic extinguishing systems.	Destroy in office when superseded or obsolete.	
31.	FIRE ALARM JOURNAL Journal or other listing of alarms answered by the fire department.	Destroy in office after 3 years.	
32.	FIRE INSPECTION REPORTS Inspections and permits issued of buildings and systems for proper fire protection measures and procedures.	a) Destroy in office inspections with no defects after 3 years. b) Destroy in office inspections with noted defects 3 years after defects are corrected.* c) Destroy permits in office after 3 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
33.	<p>FIRE INVESTIGATION CASE FILES Includes detailed information regarding circumstances of the incident including location, information on damage and injuries, and possible cause of incident. May also include photographs and evidence log.</p> <p>See also FIRE INVESTIGATION RECORDS item 34, page 46.</p>	<p>a) Destroy in office after 5 years when cause of fire is determined to be accidental and no loss of life occurs*</p> <p>b) Destroy in office after 10 years when arson is involved.*</p> <p>c) Retain in office permanently when loss of life occurs or if a publicly-owned building is involved.*</p>	
34.	<p>FIRE INVESTIGATION RECORDS Reports and correspondence, including email, of fires investigated by department personnel.</p> <p>See also FIRE INVESTIGATION CASE FILES item 33, page 46.</p>	<p>Destroy in office when administrative value ends if not made part of a case file.†</p> <p>Agency Policy: Destroy in office after _____</p>	
35.	<p>FIRE LIMITS ORDINANCES Ordinances passed by city/town council establishing and defining fire limits which shall include principal business portions of the municipality.</p>	<p>Retain in office permanently.</p>	
36.	<p>FIXED NUCLEAR FACILITIES PLANS FILE Includes emergency plans for municipal fixed nuclear facilities.</p>	<p>Destroy in office after 3 years.</p>	
37.	<p>HYDRANT RECORDS (LOCATION AND MAIN SIZE) Records showing location and size of water mains of fire hydrants.</p>	<p>Destroy in office when superseded or obsolete.</p>	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
38.	HYDRANT RECORDS (MAINTENANCE AND TEST FILE) Results of tests of fire hydrants and routine maintenance records.	a) Destroy in office inspection and test records after 2 years. b) Retain maintenance records for life of the hydrant.	
39.	INVENTORY RECORDS FILE Records of inventories of fire stations and equipment.	Destroy in office 3 years after replacement or disposal.	
40.	LOCAL EMERGENCY PLANNING COMMITTEE MINUTES See the Microfilm section on page x for instructions on microfilming minutes.	Retain in office permanently.	
41.	LOCAL EMERGENCY PLANS	Destroy in office when superseded or obsolete.	
42.	NATIONAL FLOOD INSURANCE PROGRAM RECORDS	Retain in office permanently.	
43.	NORTH CAROLINA FIRE CASUALTY REPORT Report filed with the N.C. State Fire Commission.	Destroy in office after 5 years.	
44.	NORTH CAROLINA FIRE INCIDENT REPORT Report filed with the N.C. State Fire Commission, county fire marshal, town or city council, or county commissioners.	Destroy in office after 5 years.	G.S. §58-79-45
45.	NORTH CAROLINA FIRE ASSOCIATION RECORDS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
46.	NORTH CAROLINA FIREMAN'S PENSION FUND PRINTOUT Documentation of annual leave, history report, position summary, N.C. Fireman's Pension Fund.	Destroy in office when superseded or obsolete.	
47.	NOTIFICATION TO CORRECT Notification to owner, agent, or occupant of building to correct violation or defect noted at the time of inspection.	Destroy in office 1 year after subsequent inspection reveals defect or violation has been corrected.*	
48.	NUCLEAR CIVIL PROTECTION PLAN	Destroy in office when superseded or obsolete.	
49.	OPERATIONS FILE	a) Transfer correspondence, including email, with historical value to the HISTORIES FILE item 39, page 8 after 3 years. b) Destroy in office remaining records after 3 years.	
50.	PATIENT CARE REPORTS Records showing equipment used, patient location, nature of call, vital signs and other physical signs, care rendered, medicine ordered, etc.	Follow disposition instructions for AMBULANCE CALL REPORTS (ACR)/PATIENT CARE REPORTS (PCR) item 6, page 42.*	
51.	PHARMACEUTICAL RECORDS	Destroy in office after 3 years.*	
52.	PLANS Plans of buildings and fire safety systems of commercial and industrial properties.	Destroy in office when superseded or obsolete.	
53.	PUMP TEST RECORDS Results of tests conducted on pumping equipment.	Destroy in office after 2 years.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
54.	RADIOLOGICAL DEFENSE (RADEF) DATA BANK RADIOACTIVE MATERIAL INVENTORY	Destroy in office after loan of radioactive materials ends.	
55.	RADIOLOGICAL DATA STATION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
56.	RADIOLOGICAL EQUIPMENT INVENTORY	Destroy in office when superseded or obsolete.	
57.	RESOLUTIONS ON ESTABLISHMENT OF LOCAL AGENCY	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
58.	SAFETY COMMITTEE AGENDA AND MEETING PACKETS FILE Includes agendas, exhibits, and copies of supporting documentation submitted and discussed during meetings of public bodies. See also MINUTES OF PUBLIC BODIES item 44, page 10.	a) Retain records with historical value permanently. b) Destroy in office other records when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
59.	<p>SAFETY COMMITTEE MINUTES As defined by G.S. § 143-318.10 (b), includes official and reference copies 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 x for instructions on microfilming.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are considered to be permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the State Archives of North Carolina. The State Archives of North Carolina reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative 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 of North Carolina reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after _____</p>	G.S. § 143-318.10
60.	SHELTER FACILITIES LISTING	Destroy in office when superseded or obsolete.	
61.	STATE OF EMERGENCY ORDINANCES	Retain in office permanently.	
62.	<p>SUPERFUND AUTHORIZATION RECOVERY ACT INFORMATION FILE Information concerning the location of hazardous waste in the community.</p>	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD-6: EMERGENCY SERVICES AND FIRE DEPARTMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
63.	TRAINING AND EDUCATION FILE	a) Transfer records documenting training received to PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112, or VOLUNTEER FIREFIGHTERS PERSONNEL RECORDS item 65, page 51. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	
64.	VOLUNTEER FIRE/RESCUE DEPARTMENT LOGS	Destroy in office after 3 years.*	
65.	VOLUNTEER FIREFIGHTERS PERSONNEL RECORDS Official copy of personnel file maintained on each volunteer fireman. May include basic information and records and forms relating to the duties, service, suspension, and termination of the volunteer.	Destroy in office 30 years from date of separation.* <i>See also VOLUNTEER FIREFIGHTERS MEDICAL RECORDS item 66, page 51.</i>	
66.	VOLUNTEER FIREFIGHTERS MEDICAL RECORDS Records concerning asbestos, toxic substances, and blood-borne 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.)	a) Destroy in office exposure records 40 years from date of exposure or 30 years from date of separation.* b) Destroy in office records pertaining to job-related illness and injury after 5 years. c) Destroy in office results of routine medical examinations and similar records after 1 year. <i>Retention Note: Records must be maintained separately from an employee's personnel jacket.</i>	29 CFR 1910.1020 (d)(ii)

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-7. FLEET MAINTENANCE RECORDS

Records and materials created and accumulated during the use and maintenance of municipal vehicle fleets.

ITEM #	STANDARD-7: FLEET MAINTENANCE RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	BUDGET ESTIMATES AND REQUESTS FILE Records consisting of requests for purchases and estimated costs.	Destroy in office after 1 year.	
2.	FUEL AND OIL TICKETS Records of fuel and oil deliveries to vehicles.	Destroy in office after 3 years.*	
3.	MOTOR VEHICLE RECORDS Records on each vehicle showing make, model, original cost, mileage, and cost of operation.	Destroy in office after disposal of vehicle.	
4.	SHOP WORK ORDERS Records include work completed and costs.	Destroy in office after 3 years.	
5.	STOCK CONTROL AND INVENTORIES Inventory of materials and supplies used to maintain stock.	Destroy in office when superseded or obsolete.	
6.	VEHICLE MAINTENANCE, REPAIR AND INSPECTION RECORDS Records concerning the maintenance, repair and inspection of municipally owned vehicles. See also GRANTS item 37, page 8.	a) Destroy in office records documenting routine inspections, janitorial cleaning and maintenance of vehicles after 1 year. b) Retain records documenting all other maintenance and repairs for life of vehicle.	

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ITEM #	STANDARD-7: FLEET MAINTENANCE RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	VEHICLE REGISTRATION CARDS North Carolina registration cards for vehicles in the municipal fleet.	Retain in vehicle until superseded.	
8.	VEHICLE USAGE RECORDS Records concerning the assignment, request and usage of municipal vehicles. May include mileage and checkout logs, fuel consumption reports, authorizations and similar records relating to the assignment and use of municipal vehicles.	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.	
9.	VEHICLE YEAR-TO-DATE REPORT Running record of mileage and cost of operation of each vehicle.	Destroy in office after disposal of vehicle.	
10.	WORK ORDERS (VEHICLE REPAIR) Records include date and location of work, cost of materials used and labor, type of work performed and similar information.	a) Destroy in office 1 year after work is completed.* b) If this is the only record documenting that work was completed follow disposition instructions for VEHICLE MAINTENANCE, REPAIR AND INSPECTION RECORDS item 6, page 52.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-9. LAW ENFORCEMENT RECORDS

Records received and created by municipal law enforcement agencies necessary to meet all statutory requirements. Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of law enforcement records.

ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABANDONED MOTOR VEHICLES (AMV) FILE Records concerning abandoned motor vehicles towed. Includes releases, sales and notifications.	Destroy in office after 3 years.	
2.	ACCREDITATION RECORDS Records concerning compliance with those standards outlined by professional law enforcement agencies' accreditation programs.	Destroy in office 1 year after accreditation is obtained, renewed, or no longer valid.*	
3.	ACTIVITY REPORTS Reports of activities of officers on each shift or special detail worked. Includes lists of information on occurrence of all criminal activity, complaints and arrests, traffic violations and accidents, rescue service calls, hours worked, miles traveled, location of call, type of call, time of call, papers served, and other related information. (This information is normally collected by the day and month for statistical reporting.)	Follow disposition instructions for REPORTS AND STUDIES (INTERNAL ADMINISTRATION) item 65, page 15.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>ALARM CALL REPORTS Reports completed by officers responding to alarm calls. Includes listings of alarm type, time received, time arrived, reason for activation, and other related information. May include forms completed by businesses naming emergency contacts, location of safe, and other related information.</p>	<p>a) Destroy in office when administrative value ends if records are not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>b) If records are made part of a case file follow applicable disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	
5.	<p>ALERTS FILE Notices received from or sent to various law enforcement agencies concerning lost property, wanted persons, arrests, missing persons, and other related topics. Also known as Be On the Lookouts (BOLO).</p>	<p>Destroy in office when administrative value ends if records are not made part of a case file.† Agency Policy: Destroy in office after _____</p>	
6.	<p>ALTERNATIVE SENTENCING PROGRAMS Records documenting alternative sentencing programs including work release and weekender service.</p>	<p>Destroy in office 3 years after individual leaves program.</p>	
7.	<p>AMBULANCE CALL RECORDS Records concerning emergency calls accompanied by law enforcement personnel.</p>	<p>Destroy in office after 5 years.</p>	
8.	<p>ARREST PROCESSING: DWI TRACKING RECORDS Records used to track a defendant's time and activities while in arrest processing. May include time of arrival, time to and from each workstation, time to and from the magistrate's office, time allowed to use the telephone, and notes documenting any unusual and/or violent behavior.</p>	<p>Destroy in office 2 years after date of arrest.</p>	<p>Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.</p>

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.	<p>ARREST PROCESSING: TRACKING RECORDS Records used to track a defendant's time and activities while in arrest processing. May include time of arrival and time to and from each workstation, time to and from the magistrate's office, time allowed to use the telephone, and notes documenting any unusual and/or violent behavior.</p>	Destroy in office 1 year after date of arrest.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
10.	<p>ARREST REPORTS Reports concerning arrests made by officers. May include complete name, alias or nickname of person arrested; residence, sex, age, date of birth, physical description, offense committed, car make, license number, occupation, telephone numbers; witness information, name of arresting officer(s), and other related information.</p>	<p>a) Destroy in office 5 years from date of last arrest if report is not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
11.	<p>AUCTION RECORDS Records concerning abandoned and unclaimed articles and found property sold at public auction. May include auction receipts of monies received for items sold.</p>	Destroy in office after 3 years.*	
12.	<p>AUTOMOBILES AND PROPERTY IN STORAGE: SALES AND REPORTS RECORDS Records detailing the sale of automobiles and property confiscated by law enforcement personnel.</p>	Destroy in office 1 year after sale or other disposition of property.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	BASIC TRAINING SCHOOLS Police academy basic course records used to verify course content and hours of topical coverage when needed for court purposes. Includes curriculum and course schedules, instructor listings, trainee rosters, attendance data, and exam grades.	Destroy in office after 20 years.*	
14.	BICYCLE REGISTRATION	Destroy in office after 1 year.	
15.	BINGO LICENSE RECORDS Copies of bingo licenses issued by the North Carolina Dept. of Crime Control and Public Safety. May include related records such as notification letters and applications.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
16.	BREATHALYZER RECORDS File includes preventative maintenance records, lists of qualified operators, and other records related to breathalyzers used by the agency.	Destroy in office after 3 years.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
17.	<p>CASE HISTORY FILE: FELONIES Includes investigative reports, complaint reports, fingerprint cards, original arrest reports, copies of warrants, special expenditure reports, statements of seized and returned property, interview sheets, case status reports, photographs, court orders, correspondence, including email, officer's notes, laboratory tests, court dispositions, and other related records.</p> <p>See also ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE) item 44, page 71.</p>	<p>a) Destroy in office records concerning solved cases after 20 years if no litigation, claim, audit, or other official action involving the records has been initiated. If official action has been initiated, destroy in office after completion of action and resolution of issues involved.</p> <p>b) Retain in office records concerning unsolved cases until solved, and then follow disposition instructions in part (a).</p>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
18.	<p>CASE HISTORY FILE: MISDEMEANORS Includes investigative reports, complaint reports, fingerprint cards, original arrest reports, copies of warrants, special expenditure reports, statements of seized and returned property, interview sheets, case status reports, photographs, court orders, correspondence, including email, officer's notes, laboratory tests, court dispositions, and other related records.</p>	<p>a) Destroy in office records concerning solved malicious misdemeanor cases after 3 years if no litigation, claim, audit, or other official action involving the records has been initiated. If official action has been initiated, destroy in office after completion of action and resolution of issues involved.</p> <p>b) Retain in office records concerning unsolved malicious misdemeanor cases until solved, and then follow disposition instructions in part (a).</p> <p>c) Destroy in office records concerning all misdemeanor cases not covered in (a) or (b) after 3 years if no litigation, claim, audit, or other official action involving the records has been initiated. If official action has been initiated, destroy in office after completion of action and resolution of issues involved.</p>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<p>CASE HISTORY FILE: CASES NOT OFFICIALLY INVESTIGATED Records related to complaints not officially investigated.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	<p>Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.</p>
20.	<p>CHEMICAL ANALYSIS RECORDS Records and reports generated when individuals suspected of being under the influence of illegal drugs or alcohol are chemically tested.</p>	<p>a) Destroy in office when administrative value ends if records are not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>b) If records are made part of a case file follow applicable disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	
21.	<p>CITIZEN COMPLAINTS/ADMINISTRATIVE INVESTIGATION RECORDS Citizen complaints against law enforcement officers. May include administrative investigation reports initiated within the municipal law enforcement office.</p> <p>See also INTERNAL AFFAIRS CASE RECORDS item 76, page 78.</p>	<p>Destroy in office 1 year after resolution.*</p>	
22.	<p>COMMENDATION LETTERS Letters received commending law enforcement officers for outstanding performance.</p>	<p>Transfer to the agency personnel office to be incorporated into official personnel file 1 year after employee terminates service.</p>	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23.	<p>COMMUNICATIONS RECORDS Tapes, printouts, and logs of telephone, radio, dispatch, 911 emergency calls, and computer aided dispatch (CAD) systems incoming and/or outgoing communications. May include time and date of call, contents of call, location of call, name of unit sent to scene, and other related information.</p>	<p>a) Destroy in office after 30 days if records are not made part of a case file.*</p> <p>b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records, and G.S. §132-1.5.
24.	<p>COMMUNICATIONS RECORDS (REQUESTS AND RECEIPTS)</p>	Destroy in office after 1 year if inquiry is closed.*	
25.	<p>COMPLAINTS FILE Records concerning complaints to which a unit responded. May include logs listing name and address of victim, time, date, nature of complaint, responding officer's name, action taken, and other related information.</p>	<p>a) Destroy in office when administrative value ends if records are not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>b) If records are made part of a case file follow applicable disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
26.	<p>COMPOSITE INTERVIEWS Summaries of interviews used to determine the physical description of suspects. May include race, sex, build, weight, eye and hair color, skin tone, weapon description, and other related information.</p>	<p>a) Destroy in office when administrative value ends if not made part of case file.† Agency Policy: Destroy in office after _____</p> <p>b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27.	CONFIDENTIAL FUNDS FILE Records concerning the use of confidential funds for vice/narcotics and special investigations.	Destroy in office after 3 years. *	
28.	CRIME ANALYSIS RECORDS Records used to anticipate, prevent, or monitor possible criminal activity. May include crime reports, photographs, complaints, copies of citations, criminal profile information, and interoffice memoranda generated or accumulated in connection with investigations or directed patrols.	a) Destroy in office when administrative value ends if not made part of case file.† Agency Policy: Destroy in office after _____ b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
29.	CRIME PREVENTION RECORDS Records concerning municipal law enforcement office and community meetings and other functions which seek to prevent or monitor possible criminal activity. May include meeting schedules and agendas and other related records.	a) Retain records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	
30.	CRIMINAL HISTORY RECORDS Records concerning the arrest history of individuals. May include summary sheets or cards, arrest reports, mug shots, fingerprint cards, and other related records.	a) Destroy in office when administrative value ends if not made part of case file.† Agency Policy: Destroy in office after _____ b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
31.	<p>DAILY BULLETINS Daily bulletins used to provide officers with information concerning stolen vehicles, missing persons, new warrants, wanted persons, and any other specific complaint or incident. May include “be on the lookout” records and forms.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
32.	<p>DEATH OF INMATE REPORTS Reports filed by office upon the death of an inmate. A report must be sent to the county health director and N.C. Department of Health and Human Services, within five days of the death.</p>	<p>Destroy in office after 3 years.*</p>	<p>G.S. §153A-225</p>
33.	<p>DETENTION FACILITY INSPECTION REPORTS Inspection reports of municipal detention facilities. May include reports made by the N.C. Department of Health and Human Services.</p>	<p>a) Destroy in office after 1 year from date of report if no violations are recorded. b) If violations are recorded destroy in office 1 year after corrective action was approved.</p>	
34.	<p>DETENTION FACILITY OPERATIONAL RECORDS Records concerning all activities occurring during shifts at detention facilities. May include end of duty (shift change reports, key and radio control lists, equipment and inmate/non-inmate housing check lists, cell inspection reports, laundry exchange and controlled property lists, tour reports, etc.) and inmate accountability (rosters, commitment and release reports, cell locations, etc.) records.</p>	<p>Destroy in office after 1 year.*</p>	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
35.	<p>DIVISION OF CRIMINAL INFORMATION AND NATIONAL CRIME INFORMATION CENTER (DCI-NCIC) ENTRIES</p> <p>Records and logs listing entries and inquiries made against DCI-NCIC networks and concerning missing persons, wanted persons, stolen vehicles or other property, and other related topics.</p>	Destroy in office 1 year after period covered by audit.*	
36.	<p>DIVISION OF CRIMINAL INFORMATION AND NATIONAL CRIME INFORMATION CENTER (DCI-NCIC) VALIDATION RECORDS</p> <p>Requests and proofs of verification for DCI-NCIC or other law enforcement information networks.</p>	Destroy in office after 1 year.*	
37.	<p>DNA SAMPLING RECORDS</p> <p>Records documenting the collection of DNA samples from persons for qualifying offenses. Samples are forwarded to the N.C. State Bureau of Investigation. May include copies of judgments.</p>	<p>a) Destroy in office 1 year from date sample was obtained if not made part of a case file.</p> <p>b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	Comply with applicable provisions of G.S. §15A-266.12 regarding confidentiality of records.
38.	<p>DOMESTIC VIOLENCE: ACTIVITY REPORTS</p> <p>Report concerning statistical information relating to the Domestic Violence Unit including orders served, miles driven, hours worked, and arrests made.</p>	Follow disposition instructions for REPORTS AND STUDIES (INTERNAL ADMINISTRATION) item 65, page 15.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
39.	DOMESTIC VIOLENCE CASE FILES: CLOSED (COPIES) Copies of court restraining orders related to domestic violence cases.	Destroy in office when administrative value ends.†* Agency Policy: Destroy in office after _____	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
40.	DOMESTIC VIOLENCE RECORDS Restraining orders and related records.	a) Destroy in office after expiration of order if not made part of a case file.* b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
41.	DRIVER'S LICENSE REVOCATIONS FILE	Destroy in office after 1 year.	
42.	DRIVING WHILE IMPAIRED (DWI) REPORTS FILE Reports used for persons arrested for driving while impaired. May include breathalyzer analysis reports.	a) Transfer original records to County Clerk of Superior Court's office. b) Destroy in office reference copies when administrative value ends if not made part of a case file.† Agency Policy: Destroy in office after _____ c) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
43.	DWI KNOLL MOTIONS Copies of motions to suppress evidence and related documentation.	Destroy in office 3 years from date motion was filed.	G.S. § 20-38.6

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
44.	ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE)	Destroy in office electronic or video recordings of homicide interrogations of convicted defendants 1 year after the completion of all State and Federal appeals of the conviction.	G.S. § 15A-211
45.	EMERGENCY ACTION RECORDS Response plans and procedures to be taken in the event of a fire, disaster, bomb threat, or other emergency. May include records documenting emergency drills.	Destroy in office when superseded or obsolete.	
46.	EQUIPMENT INVENTORY AND ISSUANCE RECORDS Inventories of equipment issued to all law enforcement personnel.	Destroy in office when superseded or obsolete.	
47.	EXPUNCTIONS Records concerning the expunction of a convicted individual's records. May include petitions, affidavits, and other related records.	Transfer Final Disposition Report to the State Bureau of Investigation once all records relating to the case are expunged. <i>Retention Note: If the petition is approved all records relating to that case are to be destroyed in accordance with the court order.</i>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records. G.S. §15A-145 G.S. §15A-146 G.S. §90-96 G.S §90-113-14
48.	EXTRADITION CASE RECORDS Records concerning the extradition of prisoners in and out of state. May include court orders, correspondence, including email, and other related records.	Follow applicable disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
49.	FALSE ALARM REPORTS AND VIOLATIONS	a) Destroy in office after 1 year if not made part of a case file. b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
50.	FEDERAL FIREARMS NOTIFICATION RECORDS Copies of records and forms provided by individuals that apply for certain federal firearm licenses.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	18 USC 923(d)(1)(f)(iii)
51.	FEDERAL FORFEITURE RECORDS Records concerning funds received from seized assets and records concerning expenditures made with federal forfeiture funds.	Destroy in office after 3 years.*	
52.	FIELD OBSERVATION REPORTS Reports concerning field observations of suspicious persons or vehicles. May include subject's name, address, and physical description; date, time, and location of occurrence, reason for stop, name of officer conducting interview, and other related information.	a) Destroy in office when administrative value ends if not made part of case file.† Agency Policy: Destroy in office after _____ b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
53.	FINGERPRINT CARDS Numerical index or similar record used to verify a subject's identity. May include fingerprints and all necessary information required to identify an individual. Fingerprint cards are often part of a case or criminal history file.	a) Transfer original copy of fingerprint records to State Bureau of Investigation in accordance with G.S. §15A-502. b) Destroy in office duplicate records after 3 years.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records. G.S. §15A-502
54.	FINGERPRINT CARDS (LATENT) Latent finger and palm prints which were found at the scene of a crime without identification of suspects.	a) Transfer original copy of fingerprint records to State Bureau of Investigation in accordance with G.S. §15A-502 b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.
55.	FIREARMS RANGE FILE Records concerning ranges approved for use and utilized by other law enforcement agencies. Includes letters of request, responses, and waiver forms executed by members of requesting agencies.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
56.	FIREARMS TRAINING RECORDS Documentation of results of firearms qualifications (scores) attained by each sworn member of the department during annual training with firearms for which qualification is required.	Destroy in office after 3 years.*	
57.	FORCIBLE ENTRY REPORTS Reports concerning forcible entries made by law enforcement personnel.	Destroy in office after 1 year.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
58.	FUGITIVE WARRANTS CASE RECORDS Records concerning fugitive warrant sent to a department from another jurisdiction requesting assistance in finding an individual. May include fugitive profile and warrant.	Destroy in office 1 year after case is closed.	
59.	HANDGUN PERMITS Applications filed for handguns and concealed handguns. May include lists of permit holders, records of background checks, and other related documentation.	<ul style="list-style-type: none"> a) Destroy in office all approved applications 5 years after the date of last renewal. b) Destroy in office criminal histories, background checks, and related records concerning approved applications when permit is issued. c) Destroy in office denied applications and related records 5 years from date of denial, or resolution of petition filed with district court. 	G.S. §14 Article 54B
60.	HOUSE AND SPECIAL CHECK REQUESTS Requests for patrols to inspect vacant property.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
61.	IDENTIFICATION PHOTOGRAPHS Photographs (mug-shots) and negatives of persons arrested in association with formal investigations. May include driver's license photos.	<ul style="list-style-type: none"> a) Destroy in office after 3 years if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64. 	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
62.	<p>IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE) DETAINEE RECORDS Records concerning individuals incarcerated in municipal detention facilities per the U.S. Illegal Immigration Reform and Immigrant Responsibility Act (IIRAIRA), Section 287(g).</p>	Destroy in office 3 years after individual is released (transferred) from the facility.	
63.	<p>INCIDENT/OFFENSE REPORTS Reports completed by officers responding to incidents. May include victim, suspect and witness information, damaged and stolen property reports, statement sheets, Miranda waiver forms, and other related records.</p>	<p>a) Destroy in office records not made part of a case file when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	
64.	<p>INCIDENT REPORTS: DETENTION FACILITY Detention facility incident reports. Includes narratives of incidents, lists of those involved, statements and interview reports, inmates' refusal of medical treatment, inmates' refusal to press charges, and other related records.</p>	Destroy in office after 3 years.*	
65.	<p>INFORMANT RECORDS Records concerning informants. May include correspondence, including email, payment records, and other related records.</p>	<p>a) Destroy in office records not made part of a case file when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
66.	INMATE CLASSIFICATION RECORDS Records concerning classification information gathered by the detention facility while inmates are incarcerated. May include incident reports, behavioral or disciplinary reports, interviews, classification level assigned, requested housing moves, and other related records.	a) Destroy in office 3 years from date of release or transfer of inmate.* b) Destroy in office records concerning Immigration and Customs Enforcement (ICE) detainees with no state or federal charges when individual is released or transferred from the facility.	
67.	INMATE COMMITMENT RECORDS Copies of judgment and commitment papers received from the Clerk of Superior Court's office used to validate time spent incarcerated.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
68.	INMATE FINANCIAL RECORDS Records concerning individual inmate funds maintained by a detention facility for use by the inmate while incarcerated. May include balance sheets listing inmate's name and number, amount of funds, dates of deposits and withdrawals, and other related information.	Destroy in office 3 years from date of release or transfer of inmate.*	
69.	INMATE GRIEVANCE RECORDS Records concerning grievances filed by inmates and actions taken.	Destroy in office 3 years from date of release or transfer of inmate.*	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
70.	<p>INMATE INCARCERATION RECORDS (ACTIVE AND INACTIVE) Records concerning non-medical information gathered on inmates in municipal detention facilities. May include entry and release summaries, detainees' arrest sheets, court commitment and release orders, work release records, pretrial release agreements, and other related records concerning the arrest and confinement of an individual.</p>	Destroy in office 3 years from date of release or transfer of inmate.*	
71.	<p>INMATE LAW LIBRARY (RESEARCH) REQUESTS Requests filed by inmates seeking use of a facility's law library or similar collection containing research materials.</p>	Destroy in office 1 year from date of request.	
72.	<p>INMATE MAIL/TELEPHONE/VISITOR RECORDS Records concerning telephone calls and mail sent and received by inmates, attorneys, ministers, or family members visiting inmates confined in municipal detention facilities. May include logs listing inmate's name, date and time of call or mail, visitor's signature and address, and other related information.</p>	Destroy in office after 1 year.*	
73.	<p>INMATE MEAL RECORDS Records concerning the planning and scheduling of inmate meals. May include food service daily shift reports, daily meal sheets, food order forms, kitchen checklists, lists of inmates receiving meals and other related records.</p>	Destroy in office after 3 years.*	10A NCAC 14J .1723

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
74.	<p>INMATE MEDICAL RECORDS Records concerning medical examinations, diagnoses, and treatments of inmates. May include medical information sheets and screening forms, medical histories as provided by inmate, receipt and/or release forms for medications and medical articles, laboratory and x-ray reports, blood pressure records, sick bay transfer forms, special diet authorizations, psychological evaluation forms, suicide watch sheets, progress notes, health assessment forms, dental forms, doctors' orders, transportation records to outside clinics or hospitals, and other related records. May also include authorization records for release of medical information to detention facility staff, informed consent forms, refusal of treatment forms, and release of financial responsibility forms.</p>	Destroy in office 5 years from date of release or transfer of inmate.*	Comply with applicable provisions of G.S. §8-53 regarding confidentiality of records.
75.	<p>INMATE PERSONAL IDENTIFICATION RECORDS Records concerning changes to be made to an inmate's incarceration file. May include personal identification changes, superior court calendar, long form dismissals, and other related records.</p>	Destroy in office 30 days after receipt.*	
76.	<p>INTERNAL AFFAIRS CASE RECORDS Records concerning internal investigations of alleged officer misconduct. May include complaints, investigation reports, and other related records.</p>	<p>a) Transfer records concerning substantiated cases as applicable to PERSONNEL RECORDS (OFFICIAL COPY) item 47, page 112.</p> <p>b) Destroy in office records concerning unsubstantiated cases when administrative value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
77.	JUVENILE CASE HISTORY FILES Includes incident and arrest reports, detention orders, disposition instructions, name and address of person having legal and/or physical custody of child, fingerprint cards, photographs, correspondence, including email, with municipal, county or state juvenile services, and other related records.	a) Destroy in office when juvenile reaches 21 years of age if adjudicated for an offense that would have been a Class A, B1, B2, C, D, or E felony if committed by an adult. b) Destroy in office records related to all other cases when juvenile reaches 18 years of age.	Comply with applicable provisions of G.S. §7B Juvenile Code regarding confidentiality of records.
78.	JUVENILE DETENTION RECORDS Records concerning medical and non-medical information gathered on juvenile inmates held in municipal detention facilities.	a) Destroy in office medical records when juvenile reaches 21 years of age. b) Destroy in office non-medical records when juvenile reaches 18 years of age.	Comply with applicable provisions of G.S. §7B Juvenile Code regarding confidentiality of records.
79.	LIST OF INMATES REPORTS Lists of inmates furnished weekly to the Clerk of Superior Court.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	G.S. §153A-229 G.S. §7A-109.1
80.	MASTER INDEX FILE Alphabetical or numerical indexes containing information on each individual having contact with the municipal law enforcement office either as a witness, complainant, victim, or arrested person. May include indexes used to locate cases or any other record used or created by the department.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
81.	MOBILE UNIT VIDEO TAPES Tapes and digital recordings generated by mobile audio and video recording equipment installed in patrol vehicles.	a) Destroy in office after 30 days if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
82.	MODIFIED DIET REQUESTS (INMATES) Records concerning requests for special diets made by inmates due to religious or medical reasons.	Destroy in office after 3 years.*	
83.	MONTHLY CONFINEMENT (JAIL) REPORTS Monthly reports submitted to the N.C. Department of Health and Human Services listing confinement figures.	Destroy in office after 3 years.*	
84.	MULTIPLE FIREARMS SALES REPORTS Reports received from dealers reporting the sale of multiple firearms.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
85.	MULTIPLE FIREARMS SALES REPORTS DESTRUCTION RECORDS Records submitted to the U.S. Attorney General's Office certifying that all multiple firearm sales reports received from dealers have been destroyed	Destroy in office after 1 year.	
86.	MUTUAL AID AGREEMENT RECORDS Records concerning officers who work with other agencies and vice versa. May include mutual aid agreements and supporting documentation.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
87.	OBSERVATION REPORTS Reports filed by field training officers who observe trainees.	Follow disposition instructions for EMPLOYEE TRAINING AND EDUCATIONAL RECORDS item 28, page 107.	
88.	ORDINANCE VIOLATIONS Citations issued for violations of municipal ordinances.	Destroy in office after 3 years.*	
89.	PARKING METER RECORDS Records concerning cost, locations, installation and maintenance of municipal parking meters.	Destroy in office when superseded or obsolete.	
90.	PARKING METER COLLECTION RECORDS Records of funds collected from municipal parking meters.	Destroy in office after 3 years.*	
91.	PAROLE COMMISSION NOTIFICATION REPORTS Reports submitted to the N.C. Parole Commission listing dates of incarceration, jail credit, and other related documentation.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
92.	PAWNSHOP CARDS Pawnshop cards and property records submitted to the municipal law enforcement office.	a) Destroy in office after 1 year if not made part of a case file. b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
93.	PEER COUNSELING (LAW ENFORCEMENT) Monthly report statistics, background information and lesson plans.	Destroy in office after 5 years.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
94.	<p>PERMISSION TO SEARCH RECORDS Authorizations for officers to search property, and if necessary, confiscate property deemed pertinent to an investigation.</p>	<p>a) Destroy in office when administrative value ends if not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	
95.	<p>PERSONAL HISTORIES OF KNOWN OR SUSPECTED LAW BREAKERS Records collected concerning an identifiable person or group of persons in an effort to anticipate, prevent or monitor criminal activity. May include witnesses' statements, laboratory tests, surveillance, reports, investigators' or confidential informants' statements, photographs, vital statistics, and other related records.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	<p>Comply with applicable provisions of G.S. §132-1.4 regarding confidentiality of records.</p>
96.	<p>PERSONNEL INSPECTION REPORTS Inspection reports concerning individual officer's physical appearance and condition of uniform and weapons.</p> <p>See also EMPLOYEE PERFORMANCE REVIEW FILE item 25, page 107.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
97.	<p>PHYSICAL FORCE RECORDS Reports made by any officer or employee of a detention facility who applies physical force to an inmate or arrestee.</p>	<p>Destroy in office after 3 years.*</p>	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
98.	POLYGRAPH AND DRUG SCREENING PROGRAM Records concerning polygraph and drug screening program. Includes study, recommendations, and related material.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
99.	PRISONER/MENTAL PATIENT DELIVERY RECORD Verification forms completed by receiving party of prisoner/mental patient.	Destroy in office after 1 year.	
100.	PROPERTY RECORDS: CONFISCATED Itemized lists of all property confiscated by the law enforcement agency pursuant to law.	Destroy in office 1 year after disposition of property.	
101.	PROPERTY RECORDS: EVIDENCE Records used to control and track evidence. May include descriptions of property, physical evidence examination requests, and records documenting final disposition of property.	Destroy in office 1 year after disposition of property.	
102.	PROPERTY RECORDS: STOLEN/RECOVERED Records concerning the recovery of stolen property. May include descriptions of property and its value, serial numbers, and other related records. Records may be filed with original incident report.	Destroy in office 1 year after disposition of property.	
103.	PROPERTY RECORDS: UNCLAIMED Disposition records concerning unclaimed property held by municipal law enforcement office. May include descriptions of property and serial or identification numbers.	Destroy in office 1 year after disposition of property.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
104.	PROPERTY RECORDS: UNCLAIMED: INMATES Records concerning unclaimed personal property stored by the department during an inmate's incarceration.	Destroy in office 90 days after release and attempt to notify former inmate.	
105.	PURSUIT LOGS Logs concerning pursuits by municipal law enforcement office personnel.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
106.	REIMBURSEMENT REQUESTS FOR INMATES CONFINED LOCALLY Reports and supporting documentation sent to the N.C. Department of Corrections requesting state and/or federal reimbursement for inmates serving sentences of thirty days or more in a municipal detention facility.	Destroy in office after 3 years.*	G.S. §148-32.1
107.	RIDE-ALONG PROGRAM RECORDS Records concerning a law enforcement agency's ride-along program. May include citizens' applications to participate, waivers of liability, and other related records.	Destroy in office after 3 years.*	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
108.	SEXUAL OFFENDER RECORDS Records concerning sexual offenders living within jurisdiction.	a) Destroy in office records of persons registered in the “Sex Offender and Public Protection Program” after court petition and review by the State; or after 30 years or length of court order, whichever is greater; or when individual is known dead. b) Destroy in office records of persons registered in the “Sexually Violent Predator Program” when individual is known dead or after 90 years.	G.S. §14-208.7
109.	SHIFT ASSIGNMENT RECORDS Schedules assigning officers to the shifts they will be working. May include special assignments for extra work.	Destroy in office when superseded or obsolete.	
110.	SPECIAL ORDER RECORDS Special orders issued by a municipal law enforcement office concerning the adoption or revision of policy and established procedures on department, division, section, or individual level.	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
111.	SQUAD LEADER PROMOTION FILE Records concerning individual request and promotional potential evaluations for promotion to police squad leader for uniformed or non-uniformed positions.	Destroy in office 1 year after employee terminates service.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
112.	STATISTICAL REPORTS Statistical reports and summaries of all law enforcement activities undertaken by a municipal law enforcement office. May include copies of uniform crime reports submitted to the N.C. Department of Justice.	Follow disposition instructions for REPORTS AND STUDIES (INTERNAL ADMINISTRATION) item 65, page 15.	
113.	STOLEN MOTOR VEHICLES FILE Records concerning the investigations of cases of stolen motor vehicles.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
114.	TAXICAB INSPECTION AND LICENSING FILE	Destroy in office after 1 year.	
115.	TOWED/SEIZED VEHICLE INVENTORIES	Destroy in office after 1 year.	
116.	TRAFFIC ACCIDENT REPORTS Records concerning traffic accidents. May include general correspondence, including email, property receipts, collision reports, waivers signed by involved parties agreeing to settle damages among themselves, and other related records.	a) Transfer original collision report to the N.C. Division of Motor Vehicles within 10 days of accident. b) Destroy in office records concerning accidents not meeting N.C. Division of Motor Vehicles reporting requirements, but for which a report was made after 3 years.	
117.	TRAFFIC CITATION AND PARKING TICKET, RECORDS OF DATES TURNED IN BY POLICE OFFICER Records listing dates traffic citations and parking tickets were turned in by police personnel or parking enforcement personnel.	Destroy in office after 1 year.*	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
118.	<p>TRAFFIC CITATIONS Citations issued to drivers violating motor vehicle and traffic laws. May include time, date, and location of violation, license number, violation code, officer's name, signature of person receiving citation, and other related information.</p>	<p>a) Transfer original to county clerk of superior court's office.</p> <p>b) Destroy in office department copies when administrative value ends if not made part of a case file.† Agency Policy: Destroy in office after _____</p> <p>c) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.</p>	
119.	<p>TRAFFIC STOP REPORTS Racial profiling sheet that is completed after a vehicle stop has occurred.</p>	Destroy in office after 1 year.*	
120.	<p>TRAINEE INTERN PROGRAM FILE Records concerning study, recommendation, and all related material relevant to the Police Intern Program for future sworn officers.</p>	Destroy in office 1 year after employee terminates service.	
121.	<p>TRAINING ATTENDANCE FILE Records concerning DCI training presented at the departmental level in agreement with the State Division of Criminal Information. Includes attendance and grade reports.</p>	Destroy in office after 2 years.	
122.	<p>TRAINING RECORDS Records concerning each course taught by law enforcement agency. May include schedules, course curriculum, attendance rosters, instructor's name, development material, and other related records.</p>	Follow disposition instructions for EMPLOYEE TRAINING AND EDUCATIONAL RECORDS item 28, page 107.	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
123.	<p>TRAINING RECORDS: PERSONNEL Records concerning the training of officers. May include records documenting in-service training schools conducted to develop skills, knowledge, and abilities; field training observation reports; supervisory career assessment forms; certificates; firearms qualifications; and other related records maintained in accordance with N.C. Administrative Code and Criminal Justice Commission standards and regulations.</p>	Follow disposition instructions for EMPLOYEE TRAINING AND EDUCATIONAL RECORDS item 28, page 107.	
124.	<p>TRANSFER REQUEST FILE Requests for transfer made by personnel.</p>	Destroy in office after 1 year.	
125.	<p>TRANSIENT SOLICITOR REGISTRATION FILE Forms from Tax Department listing vendors, salespeople, products, and duration of licenses.</p>	Destroy in office after 2 years.	
126.	<p>TRESPASS LAW ENFORCEMENT RECORDS Authorizations by property owners, lessees, or managers for municipal law enforcement officers to take whatever actions they deem appropriate to remove unauthorized persons and issue trespass warnings.</p>	Destroy in office when superseded or obsolete.	
127.	<p>UNIFORM CRIME REPORTS (UCR) Copies of reports submitted to the State Bureau of Investigation summarizing statistics on criminal activity and agency operations.</p>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
128.	VEHICLE INSPECTION AND INVENTORY REPORTS Inspection reports of patrol units and inventories of equipment assigned to each vehicle. (Records are used to identify any missing or damaged items.)	Destroy in office after 1 year.	
129.	VEHICLE TOWING RECORDS Includes recovery authorizations and consent forms completed by owners to have vehicle towed, removed, stored, or left at the scene.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
130.	WANTED PERSONS FILE Records or lists concerning wanted persons not included in Daily Bulletin.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
131.	WARNING TICKETS Warning tickets issued by municipal law enforcement office. May include name and address of person and reason for warning.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
132.	WARRANTS FILE Warrants issued by a court directing a person to be taken into custody to answer charge.	Return to issuing Clerk of Superior Court's office as required by law once served, canceled, withdrawn, or otherwise disposed of.	
133.	WARRANTS REGISTER Registers listing warrants served by municipal law enforcement office.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-9: LAW ENFORCEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
134.	WORK RELEASE EARNINGS REPORTS Inmates' work release earnings reports submitted either to the N.C. Department of Corrections or the Clerk of Superior Court.	Destroy in office after 3 years.*	G.S. §148-32.1
135.	WRECKER SERVICE RECORDS Records concerning wrecker requests or calls. May include lists of wrecker company's towing and storage rates, rotation lists, notification records when vehicles are towed from private property, and other related records.	a) Destroy in office after 1 year if not made part of a case file. b) If record is made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	
136.	LAW ENFORCEMENT AUDIO AND VIDEO RECORDINGS Tapes and digital recordings generated by mobile and fixed audio and video recording devices. Does not include ELECTRONIC/VIDEO RECORDINGS OF INTERROGATIONS (HOMICIDE) item 44, page 71. See also MOBILE UNIT VIDEO TAPES item 81, page 80.	a) Destroy in office after 30 days if not made part of a case file.* b) If records are made part of a case file follow disposition instructions for CASE HISTORY FILE: FELONIES item 17, page 64; or CASE HISTORY FILE: MISDEMEANORS item 18, page 64.	Comply with applicable provisions of G.S. § 132-1.4A

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STANDARD-11. PARKS AND RECREATION RECORDS

Official records and materials created and accumulated during the conduct of municipal parks and recreation programs. Comply with applicable provisions of G.S. §132-1.12 regarding confidentiality of juvenile records.

ITEM #	STANDARD-11: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCIDENT/INCIDENT REPORTS See also WORKERS' COMPENSATION PROGRAM CLAIMS FILE item 62, page 115.	Follow disposition instructions for ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE) item 1, page 160.	
2.	ADMISSION RECORDS Records of admissions to municipal parks or recreation facilities.	Destroy in office after 3 years.*	
3.	ANNUAL ACTIVITY REPORT Copies of financial and statistical reports sent to governing body.	Destroy in office after incorporation into governing body minutes.	
4.	ATHLETIC PROGRAM FILE Information, staff notes, correspondence, including email, and publications regarding athletic programs. May also include lesson plans, course descriptions, instruction manuals, schedules, team rosters, registration information, and concession operators list.	Destroy in office after 3 years.	Comply with applicable provisions of G.S. §132-1.12 regarding confidentiality of juvenile records.
5.	BIRTH CERTIFICATES (REFERENCE COPIES) Copies of each participant's birth certificate to verify age and register individual for participation.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-11: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	CITATIONS RECORDS Citations issued by park personnel to persons who violate park rules and regulations.	Destroy in office after 2 years.	
7.	FACILITIES USE PERMITS	a) Destroy in office after 3 years. b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____	
8.	INTERNATIONAL FEDERATION OF PARKS AND RECREATION ADMINISTRATION FILE Records concerning general and technical material associated with the International Federation.	Destroy in office when superseded or obsolete.	
9.	INVENTORY OF FACILITIES	Destroy in office when superseded or obsolete.	
10.	MAPS FILE May include park boundaries, facilities, landscaping, topography, and other pertinent information.	Retain in office permanently.	
11.	OFFICIALS FILE Records concerning individuals who officiate games. Includes payroll, schedule, and related correspondence, including email.	a) Destroy in office after 3 years. b) If official is a municipal employee, transfer applicable records to PAYROLL AND EARNINGS RECORDS item 45, page 31.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-11: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	<p>PARKS AND RECREATION AGENDA AND MEETING PACKETS FILE Includes agendas, exhibits, and copies of supporting documentation submitted and discussed during meetings of public bodies.</p> <p>See also PARKS AND RECREATION BOARD MINUTES item 13, page 98.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office other records when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
13.	<p>PARKS AND RECREATION BOARD MINUTES</p> <p>See the Microfilm section on page x for instructions on microfilming minutes.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are considered to be permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the State Archives of North Carolina. The State Archives of North Carolina reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative 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 of North Carolina reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after _____</p>	G.S. § 143-318.10

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-11: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	<p>PARKS PLANNING FILE File includes master plans and working plans for each park property and municipal recreational facility which show layout, topography, and proposed developments and improvements. May include drainage and resource maps, aerial maps, site analysis drawings, construction plans, and as-built drawings.</p> <p>See also COMPREHENSIVE PLAN item 19, page 4.</p>	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.</p>	
15.	<p>POOL RECORDS File contains monthly reports indicating operational data, chemicals used, chlorination levels and other information relating to pool construction, maintenance, and health and safety.</p>	Destroy in office after 1 year.	
16.	<p>PROMOTIONAL LEAFLETS AND BROCHURES</p>	<p>a) Retain in office master set permanently.</p> <p>b) Destroy in office remaining copies when superseded or obsolete.</p>	
17.	<p>RATE AND FEE REGULATIONS</p>	Destroy in office when superseded or obsolete.	
18.	<p>RECREATION PROGRAMS File includes activity schedules, rules and regulations, and rosters. May include flyers and brochures for specific programs, reservation records, and copies of receipts for fees paid.</p>	Destroy in office after 3 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-11: PARKS AND RECREATION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	RECREATIONAL EQUIPMENT RECORDS Records of equipment owned by municipal parks and recreation facilities.	Destroy in office 1 year after equipment is returned.	
20.	RESERVATION RECORDS Reservation records for municipal parks and recreational facilities.	Destroy in office after 1 year.	
21.	RELEASE FORMS	Destroy in office after 2 years.*	
22.	RULES AND REGULATIONS File consists of rules and regulations relating to use of park facilities and equipment issued by the Parks and Recreation Board.	Destroy in office 5 years after rules are revoked or superseded.*	
23.	SPECIAL EVENTS PROGRAM FILE Records concerning special events promoted by the municipality. Includes purchases, printing, calendars, program data, community contacts, and addresses.	Destroy in office after 3 years.*	
24.	TICKET STUBS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-13. PLANNING AND ZONING RECORDS

Official records and materials created and accumulated during the conduct of municipal planning and zoning programs.

ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	APPEARANCE COMMISSION AGENDA AND MEETING PACKETS FILE Includes agendas, exhibits, and copies of supporting documentation submitted and discussed during meetings of public bodies. See also APPEARANCE COMMISSION MINUTES item 2, page 117.	a) Retain records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.	<p>APPEARANCE COMMISSION MINUTES</p> <p>See the Microfilm section on page x for instructions on microfilming minutes.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are considered to be permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the State Archives of North Carolina. The State Archives of North Carolina reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative 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 of North Carolina reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after _____</p>	G.S. § 143-318.10
3.	APPEARANCE COMMISSION PROJECT FILE	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
4.	<p>ASSESSMENT RECORDS FILE</p> <p>Copies of assessment records and supporting documentation.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	<p>BOARD OF ADJUSTMENT AGENDA AND MEETING PACKETS FILE Includes agendas, exhibits, and copies of supporting documentation submitted and discussed during meetings of public bodies.</p> <p>See also BOARD OF ADJUSTMENT MINUTES item 8, page 119.</p>	<p>a) Retain records with historical value permanently.</p> <p>b) Destroy in office other records when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
6.	<p>BOARD OF ADJUSTMENT CASE FILE Cases submitted to the board requesting variances from current zoning ordinances.</p>	Destroy in office 6 years after resolution of case.*	G.S. §160A-388. G.S. § 1-50 (5)
7.	<p>BOARD OF ADJUSTMENT CASE INDEX Index to cases reviewed by the board.</p>	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>BOARD OF ADJUSTMENT MINUTES</p> <p>See the Microfilm section on page x for instructions on microfilming minutes.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are considered to be permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the State Archives of North Carolina. The State Archives of North Carolina reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative 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 of North Carolina reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after _____</p>	G.S. § 143-318.10
9.	<p>COMPREHENSIVE LAND USE PLAN AND AMENDMENTS</p> <p>Includes but is not limited to official copy of comprehensive land use plan and all background surveys, studies, reports, and draft versions of plans.</p>	<p>a) Retain in office permanently adopted plan and amendments.</p> <p>b) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan.</p>	

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	<p>CONDITIONAL USE PERMIT RECORDS AND INDEX Records concerning applications for conditional use permits. Permits allow for the construction of buildings on the condition that impacts on neighborhoods are mitigated. May include original application, blueprint drawings, investigative reports, planning commission recommendations, cash receipts, and related correspondence, including email. Includes sign permits and temporary use permits. Also includes reference copies of variances or exceptions from zoning regulations granted by the Board of Adjustment.</p>	<p>a) Destroy in office 3 years after discontinuance of use.</p> <p>b) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
11.	<p>CORRESPONDENCE (PLANNING AND ZONING)</p>	<p>a) Transfer correspondence, including email, with obvious historical value to the HISTORIES FILE item 39, page 8 after 3 years.</p> <p>b) Destroy in office remaining records after 3 years.</p>	
12.	<p>DECLARATIONS AND BYLAWS FROM TOWNHOUSES, CONDOMINIUMS, PLANNED RESIDENTIAL DEVELOPMENTS, COMMON AREAS, ETC.</p>	<p>Destroy in office when administrative value ends, provided the originals have been filed in the Register of Deeds Office. If not filed in Register of Deeds Office, retain in office permanently.</p>	
13.	<p>EASEMENT RELEASE REQUEST FILE Approved and denied easement release requests. Includes form letters, memos, reference copies of maps, and resolutions approved by the Planning Board.</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	ENFORCEMENT CASES Records concerning municipal actions concerning housing and zoning complaints.	Destroy in office after 5 years.*	
15.	ENVIRONMENTAL IMPACT STUDIES Records and reports concerning the environmental impact of major projects proposed by localities and reviewed by local officials.	Retain in office permanently.	
16.	FEASIBILITY STUDIES	Retain in office permanently.	
17.	MAPS, DRAWINGS, PHOTOGRAPHS (OFFICIAL) Official representation of comprehensive plan, and zoning boundaries established and/or enforced by the agency. May include blueprint maps, which show streets, property lines, zoning boundaries, and area classifications.	Retain in office permanently.	
18.	MAPS, DRAWINGS, PHOTOGRAPHS (REFERENCE) Illustrations prepared or collected to capture background information on land use conditions for staff reference and public information.	Destroy in office when superseded or obsolete.	
19.	MAPS AND PLATS	Destroy in office when superseded or obsolete if filed in the Register of Deeds Office. If not filed in Register of Deeds Office, retain in office permanently.	
20.	MASTER SUMMARY (LOG OR REGISTER) Maintained by planning agency to record receipt of planning or zoning reviews and projects, and to record subsequent action taken.	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
21.	OPEN SPACE CLASSIFICATION CASE FILE	Retain in office permanently.	
22.	ORDINANCES Official copies of ordinances adopted by the Planning and Zoning Board.	Retain in office permanently.	
23.	PETITION & REGULATION RECORDS	Destroy in office after 5 years.*	
24.	PHOTOGRAPHS AND NEGATIVES (AERIAL)	a) Retain negatives permanently. b) If negative is not available retain photograph permanently. c) Destroy in office photographs when administrative value ends.† Agency Policy: Destroy in office after _____	
25.	PLANNING AND ZONING BOARD AGENDA AND MEETING PACKETS FILE Includes agendas, exhibits, and copies of supporting documentation submitted and discussed during meetings of public bodies. See also PLANNING AND ZONING BOARD MINUTES item 26, page 123.	a) Retain records with historical value permanently. b) Destroy in office other records when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	<p>PLANNING AND ZONING BOARD MINUTES</p> <p>See the Microfilm section on page x for instructions on microfilming minutes.</p>	<p>a) The official minutes of the governing board and its subsidiary boards are considered to be permanent records.</p> <p>b) The official minutes of advisory boards may only be destroyed upon approval by the State Archives of North Carolina. The State Archives of North Carolina reserves the right to designate the minutes of any advisory board as permanent.</p> <p>c) Minutes of committees or subcommittees may be destroyed when administrative 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 of North Carolina reserves the right to designate the minutes as permanent.† Agency Policy: Destroy in office after _____</p>	G.S. § 143-318.10
27.	<p>PLANNING AND ZONING STUDIES</p> <p>Studies, plans and reports of the planning and zoning department, board, or commission. Records are used as background information for reports, ordinances, resolutions, etc.</p> <p>See also COMPREHENSIVE PLAN item 19, page 4.</p>	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) If not an element of the Comprehensive Plan, retain in office permanently.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.</p>	

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
28.	<p>PLANNING REVIEW CASE FILE For required review of site plan, zoning variance, special permit, subdivision creation or enlargement, municipal planning action, or other required review, including but not limited to maps, plans, sketches, photographs, engineering reports, environmental impact statement and studies, copies of zoning records, project narrative, correspondence, including email, and record of final determination.</p>	<p>a) Retain plan reviews and related records containing subdivision, historical structure, major commercial or industrial development, or capital construction, where municipality is lead agency, permanently.</p> <p>b) Destroy in office plan reviews and related records containing subdivision, historic structures, major commercial or industrial development, or capital construction, where municipality is not lead agency 6 years after last entry.</p> <p>c) Destroy in office any other mandatory reviews and related records 6 years after last entry.</p>	G.S. § 1-50(c)
29.	<p>PRELIMINARY SUBDIVISION AND GROUP DEVELOPMENT SITE PLANS</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
30.	<p>REDEVELOPMENT PLANNING RECORDS See also COMPREHENSIVE PLAN item 19, page 4.</p>	<p>a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p> <p>b) If not an element of the Comprehensive Plan, retain in office permanently.</p> <p>c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.</p>	
31.	<p>REFERRED PROJECTS</p>	<p>Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____</p>	

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
32.	REZONING RECORDS AND INDEXES Records concerning applications to rezone property within the municipality. May include original applications, review forms, maps of areas involved, copies of investigative reports, copies of planning board minutes, notices of hearings, notices returned as undeliverable, development agreements, copies of ordinances, and copies of city or town council minutes.	Retain in office permanently.	
33.	STREET NAMES AND CHANGES OF STREET NAMES FILE Records concerning the names and addresses of streets and roads retained for administrative purposes.	Destroy in office when superseded or obsolete.	
34.	SUBDIVISION RECORDS Includes maps, plats, topographical data, names of streets, records of public utilities, action by council, etc.	Retain in office permanently.	
35.	TEMPORARY MANUFACTURED HOME PERMITS Records created to temporarily authorize the location of a manufactured home on the same lot as a single family residence.	Destroy in office 6 years after permit expires.	G.S. § 1-50 (5)
36.	VARIANCES	Retain permanently official copies in the minutes of the Planning Board.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-13: PLANNING AND ZONING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
37.	ZONING COMPLIANCE PERMITS For residential uses, non-residential uses, and accessory structures.	a) Retain permits concerning subdivision, historical structure, major commercial or industrial development, or capital construction, where municipal is lead agency, permanently. b) Destroy in office permits concerning subdivision, historic structures, major commercial or industrial development, or capital construction, where municipality is not lead agency 6 years after last entry. c) Destroy in office any other permits and related records 6 years after last entry.	G.S. § 1-50 (5)
38.	ZONING ORDINANCES AND AMENDMENTS Ordinances and amendments adopted by the zoning board.	Retain in office permanently.	
39.	ZONING VIOLATIONS See also CORRESPONDENCE (LEGAL) item 5, page 92.	Destroy in office after 6 years.*	G.S. § 1-50 (5)

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-14. PUBLIC HOUSING AUTHORITIES AND REDEVELOPMENT COMMISSION RECORDS

Official records and materials created and accumulated by public housing authorities and redevelopment commissions operated by municipalities.

ITEM #	STANDARD-14: PUBLIC HOUSING AND REDEVELOPMENT COMMISSION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	APPRAISAL PROJECT FILE Evaluations of properties and structures within proposed projects. File includes financial assessments of the worth of real estate and buildings within proposed project areas. May also include assessments of architectural and historical significance and condition of the involved structures and real estate.	a) Retain records with historical value permanently. b) Destroy in office other records 5 years after completion or abandonment of project.*	
2.	CERTIFICATION FILE Records documenting the approval and certification process of all official redevelopment projects.	Retain in office permanently.	
3.	COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ADMINISTRATIVE RECORDS Records concerning the administration of projects funded under the Community Development Block Grant program (CDBG). May include both direct grants and regrants, including the preliminary reports, audits, certificates, maps, and related correspondence, including email.	a) Destroy in office 5 years after completion of project.* b) Retain records with historical value permanently.	24 CFR 85.42 24 CFR 570.502(a)(16) 24 CFR 84.53(b) 24 CFR 570.502(b)(3)

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ITEM #	STANDARD-14: PUBLIC HOUSING AND REDEVELOPMENT COMMISSION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	<p>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION RECORDS</p> <p>Records concerning the application and completion of projects funded under CDBG funds. May include both direct grants and regrants, including the initial application, and all final reports.</p>	Retain in office 5 years after promissory note is released to client or lender.*	<p>24 CFR 85.42</p> <p>24 CFR 570.502(a)(16)</p> <p>24 CFR 84.53(b)</p> <p>24 CFR 570.502(b)(3)</p>
5.	<p>ENVIRONMENTAL REVIEWS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDGB) FILE</p> <p>Documents concerning community development block grant activities by budget year.</p>	Follow Federal retention and disposition instructions.	
6.	<p>FAÇADE PROJECT FILES</p> <p>Documentation of the re-granting of funds received by the municipality to restore exteriors of architecturally important structures in project areas. May include work contract, photographs, and correspondence, including email.</p>	Retain in office permanently.	
7.	<p>HOME INVESTMENT PARTNERSHIP ADMINISTRATIVE RECORDS</p> <p>Records concerning the administration of projects funded under the HOME Investment Partnership. May include both direct grants and regrants, including the preliminary reports, audits, certificates, maps, and related correspondence, including email.</p>	<p>a) Destroy in office 5 years after completion of project.*</p> <p>b) Retain records with historical value permanently.</p>	24 CFR 92.508

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-14: PUBLIC HOUSING AND REDEVELOPMENT COMMISSION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.	<p>HOME INVESTMENT PARTNERSHIP APPLICATION RECORDS</p> <p>Records concerning the application and completion of projects funded under HOME Investment Partnership funds. May include both direct grants and re-grants, including the initial application, and all final reports.</p>	<p>a) Destroy in office after 5 years*</p> <p>b) Retain records with historical value permanently.</p>	24 CFR 92.508
9.	<p>HOUSING AND URBAN DEVELOPMENT FINANCIAL RECORDS</p> <p>Records documenting the granting of Housing and Urban Development (HUD) funds for the rehabilitation of homes. Projects concern historic preservation, employment survey, and environmental review.</p>	Destroy in office after 5 years.*	24 CFR 92.508
10.	<p>HOUSING AND URBAN DEVELOPMENT HISTORICAL PROPERTIES GRANT FILES</p> <p>These records document the granting of Housing and Urban Development (HUD) funds for the rehabilitation of homes. These projects concern historic preservation, employment survey, and environmental review. May include copies of the plan, the original grant, final report, resolution, and related correspondence, including email.</p>	Retain in office permanently.	
11.	<p>HOUSING AND URBAN DEVELOPMENT GRANT AND PROJECT FILES</p> <p>Records documenting receipt and expenditure of Housing and Urban Development (HUD) grants for affordable housing programs.</p>	Destroy in office after 5 years.*	24 CFR 92.508

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ITEM #	STANDARD-14: PUBLIC HOUSING AND REDEVELOPMENT COMMISSION RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
12.	HOUSING REHABILITATION PROGRAM RECORDS	Follow the disposition instructions for the COMMUNITY DEVELOPMENT BLOCK GRANT RECORDS , items 3 and 4, pages 127-128.	
13.	LAND MARKETING AND DEVELOPMENT RECORDS Projects involving redevelopment and marketing of land.	Destroy in office 5 years after completion of project.*	24 CFR 92.508
14.	PROPERTY MANAGEMENT RECORDS Records concerning management of property owned by the municipality, authority, or commission.	Destroy in office after 5 years.*	24 CFR 92.508
15.	REHABILITATION LOAN RECORDS May include promissory note, deed of trust, insurance policies, final title, opinion of legal counsel, and request for notice.	Destroy in office 5 years after payoff of loan.*	24 CFR 92.508
16.	REDEVELOPMENT PLANS (NON-APPROVED)	Destroy in office after 2 years.	
17.	RELOCATION RECORDS Claims and records of payments.	Destroy in office 5 years after completion of project.*	24 CFR 92.508

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-16. PUBLIC TRANSPORTATION SYSTEM.

Records received and created by municipal transit systems and authorities necessary to meet all statutory requirements.

*Comply with requirements of the Federal Transit Administration’s **Best Practice Procurement Manual**, Master Agreement MA(11) Section 8 manual, and 49 CFR 18 regarding retention, access, security, and confidentiality of records where applicable.*

ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ACCREDITATION RECORDS Records concerning compliance with those standards outlined by accreditation programs.	Destroy in office 1 year after superseded.*	
2.	AGENCY LOGS (SHEETS) Records concerning individual agency ridership.	Destroy in office after 3 years.*	49 CFR 18.42
3.	AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT RECORDS Includes driver’s daily assignments, dispatch records, logs of passenger pick-ups and drop-offs, manifests, trip requests, and appeal forms.	Destroy in office after 5 years.*	49 CFR 18.42
4.	AMERICANS WITH DISABILITIES ACT (ADA) PARATRANSIT VOUCHERS Vouchers submitted by private transportation companies for reimbursement for alternative transportation of public transit clients.	Destroy in office after 5 years.*	49 CFR 18.42
5.	AMERICANS WITH DISABILITIES ACT (ADA) PRE-TRIP INSPECTION FORMS	Destroy in office after 1 year.	49 CFR 18.42

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	APPLICATIONS FOR ART-IN-TRANSIT Applications and supporting documentation submitted by regional and national artists for exhibit on agency property.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
7.	APPLICATIONS FOR AWARDS Applications and supporting documentation used to apply for various public and private awards.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
8.	APPLICATIONS FOR DISCOUNT PASSES Applications, certificates of disability, and supporting documentation used to apply for discount passes.	Destroy in office 3 years after service is terminated or denied.	Refer to U.S. Privacy Act 5 U.S.C. 552a for information on confidentiality of patient medical information.
9.	APPLICATIONS FOR TRANSIT SERVICE Customer applications, eligibility assessment records, correspondence, including email, health information, riders' guides, and related records.	Destroy in office 3 years after service is terminated or denied.	
10.	CALL IN LOGS (SHEETS) Records concerning on-demand service requests.	Destroy in office after 5 years.*	49 CFR 18.42
11.	CUSTOMER (RIDER) ALERTS Records alerting customers of changes in regular service (i.e. detours, festivals, parades, etc.).	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
12.	CUSTOMER (RIDER) IDENTIFICATION RECORDS Records concerning customer identification, approvals, denials, and related information.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	<p>DISADVANTAGED BUSINESS ENTERPRISE (DBE) RECORDS Files containing company's articles of incorporation, financial statements, signed affidavits, letters of reference, declarations, Federal Schedule A or B, and related correspondence, including email.</p>	<p>a) Destroy in office 5 years after company is removed from certified list.</p> <p>b) Destroy in office related DBE program records, including Federal Transit Administration reports, 5 years from date record was created.</p>	49 CFR 26
14.	<p>DISPATCH RECORDS Reports, logs, and similar records used to document dispatch activities.</p>	Destroy in office after 5 years.	49 CFR 18.42
15.	<p>LOST AND FOUND RECORDS Logs, sheets, and similar records documenting items recovered from agency facilities and vehicles. May include customer receipts for claimed items.</p>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
16.	<p>NATIONAL TRANSIT DATABASE (NTD) REPORT Annual report submitted to the Federal Transit Administration and used as the basis for calculating each system's funding. May include records (data) used to generate reports regardless of format.</p>	Destroy in office 5 years.*	49 CFR 18.42
17.	OPERATOR ACCIDENT/INCIDENT REPORTS	See ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE) item 1, page 160.	
18.	<p>OPERATOR BID RECORDS Cards, sheets and similar records documenting operators' route selections and choice for a service period.</p>	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	OPERATOR OBSERVATION RECORDS Records concerning monitoring operators' work performance.	See EMPLOYEE PERFORMANCE REVIEW FILE item 25, page 107.	
20.	OPERATOR SCHEDULING AND ASSIGNMENT RECORDS Logs, sheets, schedules, reports, and similar records used to track work assignments and activities of individual operators to routes and shifts. See also TIME SHEETS, CARDS, AND ATTENDANCE RECORDS item 54, page 33.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
21.	OPERATOR SHIFT INSPECTION RECORDS Reports and similar records of operator's inspections of vehicle at the beginning and end of shift.	Destroy in office after 5 years.	49 CFR 18.42
22.	RADIO DISPATCH RECORDINGS AND LOGS Recordings and logs of dispatch messages to and from transit operators.	Destroy in office after 90 days.*	
23.	RIDERSHIP REPORTS	Destroy in office after 5 years.	49 CFR 18.42
24.	ROUTE HISTORY RECORDS Includes descriptions of routes, bus stops, passenger lists and other related records.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
25.	ROUTE MAINTENANCE RECORDS Logs, sheets, and related records used to record needed road improvements.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	ROUTE REQUESTS Requests from customers for additional or revised routes.	Destroy in office 3 years after resolution.	
27.	SAFETY CERTIFICATIONS Verifies that system elements such as vehicles, trolley and train cars, tracks, station components and operating procedures comply with safety requirements.	Retain in office for life of structure or vehicle.	
28.	SEAT BELT AND RESTRAINT SYSTEM RECORDS Records concerning the use and installation of seat belts and other restraint systems in vehicles.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
29.	SERVICE CHANGE RECORDS Records concerning changes in routes and transportation services offered by the agency.	a) Retain records with historical value permanently. b) Destroy in office remaining records 3 years after records were created or project ends, whichever occurs later.	
30.	SERVICE PERFORMANCE RECORDS Records concerning quality control performance checks conducted on agency staff, contractors, and vendors.	a) Retain records with historical value permanently. b) Destroy in office remaining records 3 years after records were created or project ends, whichever occurs later.	
31.	SERVICE PLANNING AND DEVELOPMENT RECORDS	a) Retain records with historical value permanently. b) Destroy in office remaining records 3 years after records were created or project ends, whichever occurs later.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
32.	SHELTER RECORDS Includes adopt a shelter program records, listings of shelter sites, site permission for right-of-way, easements and related documentation.	a) Retain shelter blueprints for life of structure. b) Destroy in office remaining records when administrative value ends, or when site is no longer used.† Agency Policy: Destroy in office after _____	
33.	SHUTTLE LOGS (SHEETS) Records concerning regularly scheduled individual ridership.	Destroy in office after 5 years.*	49 CFR 18.42
34.	TERMINAL DISPATCH RECORDS Reports, logs, and similar records used to track daily terminal operations and activities.	Destroy in office after 1 year.	
35.	TICKET CONSIGNMENT RECORDS Logs, notebooks, and related records used to track tickets and passes provided to customers.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
36.	TRIP REQUESTS Passenger trip requests.	Destroy in office after 5 years.	49 CFR 18.42
37.	TRANSIT SCHEDULES Printed route schedules and related information used to generate schedules.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
38.	TRANSPORTATION SYSTEM OPERATIONS REPORTS Reports and supporting records summarizing transit system operations.	Destroy in office after 5 years.	49 CFR 18.42
39.	TRANSPORTATION SYSTEM SERVICE PERFORMANCE EVALUATIONS	Destroy in office after 1 year.	

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40.	TRANSPORTATION SYSTEM STATISTICAL RECORDS Reports and supporting records showing passenger trips, mileage, service hours, on-time performance, missed and/or late trips, road call, ridership, and similar statistical information.	a) Retain records with historical value permanently. b) Destroy in office remaining records 5 years after records were created or project ends, whichever is longer.	49 CFR 18.42
41.	VANPOOL DRIVER APPLICATIONS Applications and supporting records submitted by persons operating vanpool vehicles.	a) Destroy in office 3 years after person leaves program. b) Destroy in office after 1 year applications for persons not accepted for program.	
42.	VANPOOL MONTHLY USAGE REPORTS Includes logs, sheets, reports and similar records documenting starting and ending mileage, total miles driven, route locations, passenger rosters, and similar information.	Destroy in office after 5 years.	49 CFR 18.42
43.	VEHICLE BREAKDOWN RECORDS Reports and similar records documenting response time, location, vehicle identification and similar information. See also WORK ORDERS (VEHICLE REPAIR) item 10, page 53.	Destroy in office after 1 year.	
44.	VEHICLE OPERATOR INSTRUCTIONS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-16. PUBLIC TRANSPORTATION SYSTEMS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	VEHICLE USAGE LOGS (SHEETS) Includes date vehicle was used, pick-up and delivery locations, starting and ending mileage, total miles driven and signature of driver.	Destroy in office after 1 year.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-17. PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS

Official records and materials created and accumulated for use by municipal sanitation, water, sewage, electrical, and gas operations. Also contains environmental management records accumulated for use by erosion and sediment control and monitoring of pollution. Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of public infrastructure detailed plans and drawings.

ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABANDONED UTILITY LINE RECORDS Records documenting the location of abandoned utility lines.	Retain in office until abandoned line is removed.	
2.	AIR POLLUTION SOURCE INFORMATION For facilities which are no longer operational.	Destroy in office after 2 years.*	
3.	ANNUAL REPORTS (UTILITIES) Reports sent to the Federal regulatory agency including annual reports, power system statement, and gas reports.	Destroy in office after 5 years.	
4.	ASBESTOS DISPOSAL LOG Data concerning the disposal of asbestos. Includes lists of companies doing the removal, location, how much to be disposed, when to be removed, route and method of disposal.	Destroy in office after 1 year.*	
5.	BATTERY COLLECTION FILE	Destroy in office 5 years after reporting period is complete.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.	CABLE TELEVISION FRANCHISE RECORDS Includes contracts, agreements, and notice of franchise.	a) Retain in office contracts, agreements, and notice of franchise for life of the franchise. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	G.S. §66-350
7.	CHRONOLOGY FILE Contains copies of inspection reports, complaints, documentation from other agencies, and correspondence, including email.	Destroy in office after 6 years.	
8.	COMMUNITY WATER SYSTEM PERMIT Permit issued by the NC Department of Environment and Natural Resources.	Destroy in office when superseded.	G.S. §130A-328
9.	COMPLAINTS (EROSION AND SEDIMENT CONTROL)	a) Transfer records as applicable to EROSION AND SEDIMENT CONTROL NOTICE OF VIOLATIONS item 39, page 147. b) Destroy other records in office after 3 years.	
10.	COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN AND AMENDMENTS See also COMPREHENSIVE PLAN item 19, page 4.	d) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____ a) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. b) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	G.S. §130A-309.09A

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
11.	CONSTRUCTION DRAWINGS Maps and drawings including water and sewer, paving curb and gutter construction, property descriptions, and annexations.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
12.	COUNTY LANDFILL RECORDS	Destroy in office after 3 years.	
13.	CUSTOMER ACCOUNT HISTORIES Records necessary to provide and bill for services. Includes applications for services.	Destroy in office when administrative value ends.†* Agency Policy: Destroy in office after _____	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.
14.	CUSTOMER DEPOSIT RECORDS Records of customers required to pay a deposit to receive service.	Destroy in office 3 years after account is closed.*	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.
15.	CUSTOMER FINANCIAL RECORDS Billing and receipt records concerning customer accounts. Includes billing adjustment records.	a) Destroy in office utility bills and receipts after 3 years. b) Destroy in office copies of notices of unpaid bills after payment or deemed uncollectable. c) Destroy in office records of accounts receivable file after 3 years and when released from all audits.* d) Destroy in office cashier's daily cash records for utility accounts after 1 year.	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	CUSTOMER USAGE RECORDS Includes reports, plans or similar records submitted by industrial users or publicly-owned treatment works concerning intended or actual use of the system.	Destroy in office after 3 years.*	40 CFR 403.12(o)(3)
17.	CUSTOMER WORK ORDERS Includes service orders such as to connect and disconnect service or other maintenance functions.	Destroy in office 1 year after completion of work.	
18.	DAILY DISPOSAL TICKETS Record and/or receipts concerning the disposal of materials at the landfill.	Destroy in office after 3 years.*	
19.	DAILY FACILITY OPERATORS LOGS AND REPORTS	a) Destroy in office after 3 years records concerning the operation of water treatment facilities.* b) Destroy in office after 5 years records concerning the operation of wastewater treatment facilities.*	15A NCAC 18C .1301
20.	DAILY PLANT RECORDS Includes water distribution and treatment.	Destroy in office after 3 years.	
21.	DAILY REPORT OF OPERATIONS AND COSTS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
22.	DAILY TRIP REPORTS/LOGS Records concerning the number of loads dumped per day.	Destroy in office after 3 years.*	
23.	DAM CONSTRUCTION FILES	Retain for life of structure.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	DAM OPERATIONS AND MAINTENANCE FILES	Retain for life of structure.	
25.	DIRECT DRAFT AUTHORIZATIONS Records authorizing direct draft payment of municipal utility bills.	Destroy in office 3 years after account is closed.*	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.
26.	DISCHARGE MONITORING REPORTS Includes discharge and non-discharge monitoring reports submitted to state and/or federal regulatory agencies. Also includes copies of monthly reports required by National Pollution Discharge Elimination System permits.	a) Destroy in office daily reports after 3 years. b) Destroy in office National Pollutant Discharge Elimination System (NPDES) reports 5 years from date of submission.* c) Destroy in office annual reports 5 years from date of submission.*	40 CFR 122.41(3)(j)(2) 15A NCAC 2B .0506
27.	DRIVERS' DAILY REPORTS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
28.	DROUGHT CONTINGENCY PLANS Water conservation plan in the event of a drought. See also COMPREHENSIVE PLAN item 19, page 4.	a) If an element of the Comprehensive Plan, destroy in office when superseded or obsolete. b) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	ELECTRIC POWER AND NATURAL GAS FACILITY ENGINEERING AND SYSTEM PLANS Includes authorizations to construct, building plans, and specifications.	Retain in office permanently.	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of public infrastructure detailed plans and drawings.
30.	ELECTRIC POWER AND NATURAL GAS PERMITS AND APPROVAL RECORDS Permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute.	a) Destroy in office permits 5 years after expiration, cancellation, revocation or denial.* b) Retain approval letters and supporting documentation permanently.	
31.	ELECTRIC POWER AND NATURAL GAS SYSTEM INSPECTIONS AND TESTS Includes non-compliance inspection and test records conducted by a facility.	Destroy in office after 5 years.*	
32.	ELECTRIC POWER AND NATURAL GAS SYSTEM MAINTENANCE AND REPAIR RECORDS Includes records documenting installation, location, specifications, and maintenance history of meters, lines, pipes, pumps, and similar system equipment.	a) Destroy in office 3 years after equipment is no longer owned and/or operational if like replacement occurred. b) Destroy in office 5 years after equipment is no longer owned and/or operational if unlike replacement occurred.	
33.	ELECTRIC POWER AND NATURAL GAS SYSTEM MANAGEMENT PLANS	Retain in office permanently.	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of public infrastructure detailed plans and drawings.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
34.	ELECTRIC POWER AND NATURAL GAS SYSTEM PROJECT RECORDS	a) Retain project pre-approval and final approval letters permanently. b) Destroy in office remaining records 5 years after project is completed.	
35.	ENFORCEMENT CASES: EROSION AND SEDIMENT CONTROL Includes settled legal matters and penalties.	Destroy in office 6 years after settlement.	
36.	ENGINEERING REPORTS FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
37.	EROSION AND SEDIMENT AFFIDAVITS Forestry and agricultural affidavits clarifying land use exempt from land-disturbing activity standards.	Destroy in office after 6 years.	
38.	EROSION AND SEDIMENT CONTROL EXHIBIT RECORDS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
39.	EROSION AND SEDIMENT CONTROL NOTICE OF VIOLATIONS Includes complaints, notices, and other information created during the course of investigation and resolution of each alleged violation.	Destroy in office 3 years after violation is corrected.	
40.	EROSION AND SEDIMENT CONTROL INSPECTIONS	Destroy in office 3 years after final site inspection.*	
41.	EROSION AND SEDIMENT CONTROL PERMIT LOGS	Destroy in office after 6 years.	

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
42.	EROSION AND SEDIMENT CONTROL PERMIT RECEIPT BOOKS	Destroy in office after 3 years.	
43.	EROSION AND SEDIMENT CONTROL PLANS Includes approved and disapproved plans. May include revisions and addendums.	a) Destroy approved plans in office 6 years after approval or last revision and/or addendum. b) Destroy in office non-approved plans after 3 years.	
44.	EROSION AND SEDIMENT CONTROL TRADES CERTIFICATIONS	Destroy in office when superseded or obsolete.	
45.	EXEMPTION (VARIANCE) RECORDS Exemption and variance records concerned with the installation of water, sewer, gas, or electric lines.	Destroy in office 5 years after expiration.*	40 CFR 141.33 15A NCAC 18C .1526
46.	FINAL INSPECTION REPORTS Reports concerning a municipality's acceptance of public improvements for existing infrastructure.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
47.	FINANCIAL RESPONSIBILITY AND OWNERSHIP RECORDS Records delineating who is financially responsible for the project.	Destroy in office after 6 years.	
48.	GARBAGE SERVICE FILE	Destroy in office after 3 years*	
49.	GROUNDWATER MONITORING RECORDS Includes all groundwater monitoring wells and associated groundwater surface elevations.	Destroy in office after 5 years.*	15A NCAC 2C .0100

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
50.	HAZARDOUS WASTE DISPOSAL RECORDS Includes copies of manifests and other related documentation.	Destroy in office after 3 years.*	40 CFR 262.40 15A NCAC 13A .0100
51.	ILLEGAL DUMPING FILE Records concerning illegal dumping complaints received.	Destroy in office after 5 years.*	
52.	INFORMATION AND WORKING FILE Technical information concerning lift stations and maintenance, water, and sewer petition work.	Destroy in office after 3 years.*	
53.	INSPECTION FORMS Shows inspection and acceptance dates of sanitation, electric, water, gas and sewer utilities.	Destroy in office when superseded or obsolete.	
54.	INSPECTIONS (EROSION AND SEDIMENT CONTROL) Includes inspection requests, notices of violations, denial reports, sketches, plans, correspondence, including email, and similar records concerning the construction, modification or demolition of existing and new roads and construction sites.	Destroy in office after 6 years.	
55.	INSPECTOR WORKSHEETS/NOTES	a) Destroy in office 6 years after completion of project if worksheet is the only record of inspections. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
56.	LABORATORY OPERATIONS RECORDS Includes documentation of all analytical quality control practices, reporting units, forms, test methods, and related procedures pertaining to certification.	a) Destroy in office samples, raw data, analysis reports and related documentation after 5 years.* b) Destroy in office records concerning certification 2 years after expiration, cancellation, revocation, or denial.*	15A NCAC 02H .0805(7)(G) and .1100.
57.	LANDFILL INSPECTION RECORDS Records and reports completed to prevent malfunctions and deterioration, operation errors, and discharges that may cause or lead to the release of waste in the environment.	Destroy in office after 5 years.*	
58.	LANDFILL MONITORING REPORTS Gas and groundwater monitoring records and reports.	a) Retain official reports permanently. b) Destroy in office remaining records after 3 years.	
59.	LANDFILL OPERATIONAL PLAN Describes the intended schedule of construction, description of on-site waste handling procedures during active life of the facility, contingency plans, description of maintenance of installed equipment, and any other information pertaining to the operation, maintenance, monitoring, or inspections as may be required by federal and state law.	Retain in office permanently.	
60.	LANDFILL PERMITS	Destroy in office after the 5 year reporting period is complete.	G.S. §130A-294 (b1) (4)
61.	LANDFILL TONNAGE AND COST FILE	Destroy in office after the 5 year reporting period is complete.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
62.	LANDLORD AGREEMENTS Agreements to automatically transfer utility accounts to landlords when their tenant vacates a property.	Destroy in office after 3 years.*	
63.	LEAD AND COPPER COMPLIANCE RECORDS Includes all monitoring records required by federal, state and local regulations.	Destroy in office after 12 years.*	40 CFR 141.91
64.	LIFT STATION INFORMATION FILE	Destroy in office after 3 years.*	
65.	LINE INSPECTION MAPS May include video recordings monitoring lines.	Destroy in office when superseded or obsolete.	
66.	LOAD INSPECTION RECORDS Inspections conducted to prevent the disposal of illegal and/or restricted materials in the landfill.	Destroy in office after 3 years.	
67.	MAPS (UTILITY INSTALLATIONS & DISTRIBUTIONS) Includes maps, plats, charts, and similar records showing the location of water mains, valves, hydrants, meters, etc., throughout the system.	Retain for life of system.	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities. 15A NCAC 18C .0300
68.	METER READING RECORDS (ELECTRIC, WATER, GAS) Records showing consumer consumption.	Destroy in office after 3 years.*	
69.	METER TESTING AND CALIBRATION RECORDS (ELECTRIC, WATER, GAS)	Destroy in office after 3 years.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
70.	MONTHLY OPERATION SUMMARIES	Destroy in office after 3 years.*	
71.	MONTHLY PERMITS AND ACTIVITY REPORTS (EROSION AND SEDIMENT CONTROL) Customized reports used for statistical analysis of current development trends within the county. This information also is submitted to the NC Department of Environment and Natural Resources (DENR).	Destroy in office after 3 years.	
72.	MONTHLY REPORTS Reports sent to the state regulatory agency.	Destroy in office after 5 years.	
73.	MONTHLY REPORTS (LOCAL)	Destroy in office after 3 years.	
74.	NOTICE OF VIOLATIONS FOR IMPROPER DISCHARGE OR DISPOSAL FILE	Destroy in office when administrative value ends.†* Agency Policy: Destroy in office after _____	
75.	NOTICE TO PROPERTY OWNERS OF APPROVAL OF UTILITY INSTALLATION	Destroy in office after 2 years.	
76.	OPERATOR DAILY LOG SHEETS Copies of incinerator logs, round logs, press logs, polymer check logs, computer daily reports, and supervisor logs.	Destroy in office after 1 year.	
77.	OUTSIDE WASTE CLEARANCE RECORDS Records allowing parties outside the municipality's jurisdiction to dispose of waste at landfill.	Destroy in office 3 years after expiration of agreement.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
78.	PARTICIPATION CONTRACTS Contracts used to determine amount of reimbursement owed to developer. May include construction drawings.	Destroy in office 3 years after completion.*	
79.	PERIODIC INSPECTION REPORTS OF INDUSTRIAL FACILITIES	Destroy in office after 5 years.	
80.	PERMITS (EROSION AND SEDIMENT CONTROL) Records concerning permits issued for site construction.	Destroy in office after 6 years.	
81.	PRELIMINARY PLAN REVIEW FILE Preliminary plan reviews for subdivisions and construction.	Destroy in office after 2 years.*	
82.	PRETREATMENT PROGRAM RECORDS Includes annual pretreatment reports, records of monitoring activities and results, water quality records and other related documentation.	a) Destroy in office permits and supporting documentation 5 years after expiration, cancellation, revocation, or denial.* b) Destroy in office remaining records after 3 years.*	15A NCAC 02H .0908(f)(1) 40 CFR Part 503.17
83.	RATE SCHEDULES	Destroy in office when superseded or obsolete.	
84.	RECYCLING MATERIAL REPORTS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
85.	RECYCLING TONNAGE RECORDS Records documenting tonnage of materials collected at curb and dropped off at recycling centers.	Destroy in office after 3 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
86.	ROUTINE REPORTS (SANITATION) Routine reports submitted by sanitation staff.	Destroy in office after 1 year.	
87.	SANITARY LANDFILL INSPECTIONS Includes state inspection form.	Destroy in office after 1 year.	
88.	SANITARY SURVEY RECORDS Includes reports, summaries, studies, correspondence including email, and other related records documenting the sanitary condition of system.	Destroy in office 10 years after completion of survey.*	40 CFR 141.33 15A NCAC 18C .1526
89.	SCALE HOUSE VIDEO MONITORING RECORDINGS	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
90.	SERVICE AGREEMENTS Includes liquefied natural gas, electric, sewage, water and wastewater, and drainage maintenance agreements.	Destroy in office 3 years after termination or expiration.*	
91.	SERVICE INTERRUPTION RECORDS Includes reports, logs, or similar records documenting service interruptions.	Destroy in office after 3 years.*	
92.	SEWER JETTING AND VECTORING RECORDS Records documenting the routine cleaning of wastewater lines.	Destroy in office after 3 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
93.	SLUDGE TREATMENT RECORDS Includes analyses, certification statements, site restrictions, monitoring records, vector attraction reduction requirements, trip tickets, residual records, control plans and other related documentation.	Destroy in office after 5 years.*	40 CFR Part 503.17
94.	SOLID WASTE CONVENIENCE CENTER FILE Annual reports to the Department of Environment & Natural Resources – Division of Pollution Prevention & Environmental Assistance.	Destroy in office after the 5 year reporting period is complete.	G.S. §130A-309.09A
95.	SOLID WASTE MANAGEMENT VIOLATION RECORDS Includes complaints, notices of violations, citations, investigation records, court documents, and other related records produced by solid waste environmental enforcement programs.	Destroy in office 7 years after resolution of case.*	
96.	SOLID WASTE REPORTS Waste Management Annual Report, Facility Report, Tire Report, and all other similar records filed with the Department of Environment and Natural Resources.	Destroy in office after 5 years.	G.S. §130A-309.09A.
97.	SOLID WASTE SERVICE FILE Includes requests for service, billing records, and payment records.	Destroy in office after 3 years.*	Comply with applicable provisions of G.S. §132-1.1(c) regarding confidentiality of public enterprise billing information.
98.	SURETY BOND INFORMATION	Destroy in office after final inspection.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
99.	TAP AND HOOK UP RECORDS Applications, permits, contracts, logs, or similar records documenting location and installation of water and wastewater hookup and taps.	a) Destroy in office permits and contracts 3 years after termination or cancellation.* b) Destroy in office denied applications and remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	
100.	TROUT BUFFER VARIANCES Records may include denials and waivers.	a) Destroy in office 6 years after approval of permit. b) Destroy in office after 3 years plans for which a permit was not issued.	
101.	U. S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REPORTS	Destroy in office after 2 years.*	
102.	VALVE OPERATION FILE	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
103.	VIOLATION RECORDS Includes all documentation of actions taken to correct federal, state or local violations of water and wastewater management standards.	Destroy in office after 5 years.*	40 CFR 141.33 15A NCAC 18C .1526
104.	WASTE ELECTRONICS COLLECTION FILE	Destroy in office after 5 years.	
105.	WASTE OIL COLLECTION FILE May include records of waste oil filter collections.	Destroy in office after the 5 year reporting period is complete.	G.S. §130A-309.20
106.	WASTEWATER MAINTENANCE OPERATION REPORT	Destroy in office after 3 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
107.	WASTEWATER POLLUTION CONTROL AND ABATEMENT RECORDS	Destroy in office after 5 years.*	15A NCAC 2B .0500
108.	WASTEWATER QUALITY ANALYSIS RECORDS	a) Destroy in office monitoring and calculation sheets after 1 year.* b) Destroy in office analysis reports after 3 years.*	15A NCAC 2B .0500
109.	WATER ANALYSIS Includes bacteriological, chemical, radiological, and physical analyses and climatological observations. Also includes records of actions taken to correct violations.	a) Destroy in office records of bacteriological and turbidity analysis after 5 years. b) Destroy in office records of chemical and radiological analysis after 10 years. c) Destroy in office records of actions taken to correct violations 3 years after last corrective action taken. d) Destroy in office other records after 5 years.	15A NCAC 18C .1526 and 40 CFR 141.33 (a)(b)
110.	WATER AND SEWER PROJECTS	Destroy in office 6 years after date of completion.*	
111.	WATER AND WASTEWATER FACILITY ENGINEERING AND SYSTEM PLANS Includes authorizations to construct, building plans and specifications. See also COMPREHENSIVE PLAN item 19, page 4.	a) If an element of the Comprehensive Plan, destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____ b) If not an element of the Comprehensive Plan, destroy in office when superseded or obsolete. c) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan or when superseded or obsolete, whichever comes first.	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities. 15A NCAC 18C .0300 and 2H .0115

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
112.	<p>WATER AND WASTEWATER PERMITS AND APPROVAL RECORDS Permits, approval letters, and other related documentation required by local, state, or federal ordinance, regulation, or statute. Includes records regarding National Pollutant Discharge Elimination System (NPDES) permits.</p>	<p>a) Destroy in office permits 5 years after expiration, cancellation, revocation or denial.*</p> <p>b) Retain approval letters and supporting documentation permanently.</p>	<p>15A NCAC 18C .0300 and 2H .0115</p> <p>40 CFR 122.28 (1993)</p>
113.	<p>WATER AND WASTEWATER SYSTEM INSPECTIONS AND TESTS Includes non-compliance inspections and test records conducted by a facility.</p>	<p>Destroy in office after 5 years.*</p>	
114.	<p>WATER AND WASTEWATER SYSTEM MAINTENANCE AND REPAIR RECORDS Includes records documenting installation, location, specifications, and maintenance history, for hydrants, meters, pipes, pumps, valves, and similar system equipment. Includes drainage system maintenance and repair records.</p>	<p>a) Destroy in office 3 years after equipment is no longer owned and/or operational if like replacement occurred.</p> <p>b) Destroy in office 5 years after equipment is no longer owned and/or operational if unlike replacement occurred.</p>	
115.	<p>WATER AND WASTEWATER SYSTEM MANAGEMENT PLANS</p>	<p>a) Retain in office permanently adopted plans and amendments.</p> <p>b) Destroy in office background surveys, studies, reports, and drafts 3 years after adoption of plan.</p>	<p>Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities.</p>

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-17: PUBLIC UTILITIES AND ENVIRONMENTAL MANAGEMENT RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
116.	WATER AND WASTEWATER SYSTEM PROJECT RECORDS	a) Retain project pre-approval and final approval letters permanently. b) Destroy in office remaining records 6 years after project is completed.	40 CFR 141.33 15A NCAC 18C .0300
117.	WATER CONSERVATION VIOLATION NOTICES	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	
118.	WATER STOCK PURCHASE RECORDS Records documenting the purchase of water from individuals and/or companies.	Destroy in office after 3 years.*	
119.	WATER SYSTEM OPERATIONS RECORDS Includes backflow prevention reports, flow reports, capacity studies, pump station reports and similar records that summarize the operations of water supply, treatment, distribution and collection.	Destroy in office after 10 years.*	40 CFR 141.33 15A NCAC 18C .1526
120.	WATER TANKS, SPECIFICATIONS, AND BOOSTER STATIONS FILE	Destroy in office after 5 years.*	
121.	WEIGH TICKETS/SCALE RECORDS Record documenting deliveries to landfill. Includes weigh tickets, logs, readings, calibrations, reports, and correspondence, including email.	Destroy in office after 3 years.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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STANDARD-19. STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS

Official records and materials created and accumulated for constructing and maintaining municipal streets and other public works projects, and engineering records.

ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	APPRAISAL REPORTS FILE Reports prepared by independent or staff appraisers.	Destroy in office after 10 years.	
2.	CEMETERY DEEDS Copies of deeds for the purchase of cemetery plots. May include applications or deed slips.	a) Retain copy of deed in office permanently. b) Destroy other records in office when administrative value ends.† Agency Policy: Destroy in office after _____	
3.	CEMETERY INTERNMENT RECORDS Includes name of deceased, date of internment, and location of plot.	Retain in office permanently. <i>Retention Note: If these records are maintained as an electronic database, a copy should be maintained on paper or microfilm and updated regularly.</i>	
4.	COMPLIANCE RECORDS Records documenting regulatory compliance and used to ensure compliance with environmental regulations. Includes memos, correspondence, including email, budgets, environmental regulations and other information and resources needed to assist staff to comply with environmental regulations.	Destroy in office 6 years after completion or termination of project.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.	EMERGENCY OPERATIONS PLANS Records concerning emergency operations.	Destroy in office when superseded or obsolete.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
6.	ENVIRONMENTAL ASSESSMENT RECORDS Records documenting "due diligence" (legal inquiry of property) and used for the management and construction of project sites. Contains report or summary of property evaluation. Includes but is not limited to research information, interviews, aerial photographs, photographs of site, notes from site visits and other information collected on the types of uses of the property in question.	Destroy in office 6 years after completion or termination of project.	
7.	EXCAVATION PERMITS Applications, permits, and billing information for individuals and contractors requesting to work in the municipal right-of-way for demolitions or excavations.	a) Destroy in office applications and permits 1 year after expiration. b) Destroy in office billing records after 3 years.* c) Destroy in office applications for which a permit was never issued when administrative value ends.† Agency Policy: Destroy in office after _____	
8.	GRAVE OPENING ORDERS Authorizations to dig graves.	Destroy in office after 1 year.	
9.	MAINTENANCE RECORDS FILE Maintenance records pertaining to maintenance of streets, utilities, and other municipal property.	Destroy in office after 3 years.*	

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
10.	<p>MAPS AND SURVEY RECORDS Maps, surveys of land, drawings, CAD and CADD drawings, and related documentation. Base maps may include streets, public facilities, service routes, transportation routes, neighborhood boundaries, rights-of-way, parks, etc.</p>	<p>a) Retain records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
11.	<p>PEST CONTROL RECORDS Records concerning municipal pest eradication programs.</p>	Destroy in office after 3 years.*	
12.	<p>PLANNING FILE Includes long-range and immediate plans for paving streets and other projects.</p>	Destroy in office 5 years after completion or cancellation.	
13.	<p>PRE-PROJECT RECORDS Background information for projects explored but not undertaken. Records are used as a reference file and include maps, project information, tapes and the reason that the project failed.</p>	<p>a) Retain records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____</p>	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
14.	<p>PROJECT RECORDS – CORE Records used to document the design and construction of the project. Records document the history of the project and include as-built plans, certificate of completion/closure, policy correspondence, including email, covenants, final estimates, geo-technical reports, maintenance agreements, permits for right-of-way use, photographs, plans and specifications proposed, specifications, and structural calculations.</p>	Retain originals for life of structure.	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities.
15.	<p>PROJECT RECORDS – ENGINEERING Records used to document the engineering and technical areas of a project. File includes agreements for construction and finance, billing information, change orders, force orders, work orders, construction claims, contract documentation, contracts, council records (ordinances, resolutions, transmittals, etc.), reports, diaries and narratives, EEO information, grant records, material certifications, material testing reports, notice to proceed, payrolls for contract compliance, permit of entry, postings, pre-construction conference records, final progress payments, punch lists, regulations, shop drawings, and subcontractor information.</p>	Destroy in office 6 years after completion or termination of project.*	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	<p>PROJECT RECORDS - WORK PAPERS Records documenting the active stages of a project. File includes alternative designs, bid tabulations and proposals, budget material, construction schedules, working cost estimates, design information, working and construction drawings, expenditure authorization, final pre-construction estimates, job assignment notices, mailing lists, meeting notices, pre-design information, progress payments, quarterly allotment reports, reference material, survey notes and transmittals.</p>	<p>a) Transfer records as applicable to PROJECT RECORDS - ENGINEERING item 15, page 167.</p> <p>b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____</p>	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities.
17.	<p>PROJECT SHEETS FILE Local forms listing property owners, lot or tract size, right-of-way data, tax value, and compensation.</p>	Destroy in office after 5 years.	
18.	<p>PROJECT TRACKING RECORDS Records used to track progress of projects. Includes date of preliminary maps, field check, final plans, project start date, date permit issued or notice to proceed mailed, whether project is active, percent complete, date of substantial completion, date of punch list, date project accepted, date certificate of completion mailed, date received, and date sent to design.</p>	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	<p>RIGHT-OF-WAY ACQUISITION RECORDS File contains project documentation and includes record of negotiations on individual sewer projects, as-built drawings, street deeds, street vacations and real estate purchases, street widening and railroad crossing agreements, easements for sewers and retaining walls, and grade changes.</p>	Retain in office permanently.*	Comply with applicable provisions of G.S. §132-1.7 regarding confidentiality of detailed drawings of infrastructure facilities.
20.	<p>RIGHT-OF-WAY APPRAISAL RECORDS Series used to document property appraisals on property acquired for public right-of-way.</p>	<p>a) Transfer records as applicable to RIGHT-OF-WAY ACQUISITION RECORDS item 20, page 169 when property is purchased.*</p> <p>b) Destroy in office all other records when administrative value ends.† Agency Policy: Destroy in office after _____</p>	
21.	<p>RIGHT-OF-WAY CORRESPONDENCE FILE Includes 10-day letter of notification, notification of intent to acquire, notice of condemnation action, and other correspondence, including email, relating to right-of-way acquisitions.</p>	Destroy in office after 3 years.*	
22.	<p>STREET CLEANING RECORDS Reports, logs, and similar records documenting street cleaning operations.</p>	Destroy in office after 1 year.	
23.	<p>STREET NAME AND HOUSE NUMBER FILES Records relating to the assignment of street names and house numbers. May also include records of street name changes, and street openings and closings.</p>	Retain in office permanently.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
24.	STREETLIGHT FILE File contains streetlight installation, maintenance, and repair orders.	Destroy in office after 3 years.	
25.	STRUCTURAL MAINTENANCE AND ANALYSIS RECORDS Records used for maintenance, review, and analysis of permanent and temporary structures that may extend, cross or abut the public right-of-way.	a) Retain records pertaining to permanent structures for life of structure or until ownership ceases. b) Destroy in office records pertaining to temporary structures 3 years after structure is removed.	Comply with applicable provisions of G.S. §132-1.7 regarding the confidentiality of security records.
26.	SURVEY FIELD RECORDS Records used to document and establish easements and rights-of-way, and to locate reference points used during street and utility projects. Records include traverse information, tie sheets, sketches, field notes, plats, interpretation of field notes, alignments, profiles of projects, plans, grade sheets, estimates, databank ties, and other miscellaneous documents used to establish grades, rights-of-way and easements.	a) Retain records with historical value permanently. b) Destroy in office remaining records when administrative value ends.† Agency Policy: Destroy in office after _____	
27.	TESTING AND INSPECTION RECORDS Records used to check feasibility of construction, and to track contracts and progress or work until accepted by the municipality. Records include inspector's daily reports, correspondence, including email, as-built plans, inspection tickets, test lab results of required tests and inspections and related documentation.	Destroy in office 6 years after completion or termination of project.	G.S. § 1-50
28.	TRAFFIC ACCIDENT DATA FILE Records include data compiled on traffic accidents in the municipality.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD-19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
29.	TRAFFIC ANALYSIS Analysis of municipal vehicle traffic.	Destroy in office after 5 years.	
30.	TRAFFIC CAMERA RECORDINGS Recordings from cameras used to monitor traffic.	Destroy in office or reuse after 30 days recordings not required to support known investigations or litigation.*	
31.	TRAFFIC OPERATIONS PROGRAM FILE Traffic Operation for Improved Capacity and Safety (TOPICS). Records include analysis of traffic needs.	Program discontinued. Destroy records in office.	
32.	TRAFFIC SIGNAL FILE File contains traffic signal installation, maintenance, and repair orders.	Destroy in office after 3 years.	

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STANDARD-20. TAX RECORDS

Official records and materials created and accumulated for use by municipal tax offices.

Note: Administration, use, and retention of municipal tax records should comply with applicable confidentiality provisions of G.S. §160A-208.1, G.S. §105-259, G.S. §132-1.1(b), and G.S. §132-1.2.

ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ANIMAL LICENSING RECORDS Records concerning the licensing of dogs, cats, and other animals by the municipality. Includes owner and animal information and record of fees paid.	Destroy in office after 3 years.*	G.S. § 160A-212 Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
2.	ANNUAL REPORT ON PUBLIC DEPOSITS Forms INV-97 (Annual Report on Public Deposits), INV-98 (Annual Report on Collateral for Public Deposits) and INV-96 (Quarterly Reports) submitted to the State Treasurer.	After submission to the State Treasurer, destroy copies in office.	20 NCAC 07 .0502
3.	ASSESSED VALUATION AND LEVIES REPORT Form TR-2 filed with the NC Department of Revenue.	After submission to the NC Department of Revenue, destroy copies in office.	17 NCAC 01C .0319

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Cultural Resources has scheduled with the disposition instruction “destroy when administrative value ends.” Please use the space provided.

ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.	BICYCLE LICENSE PLATE RECORDS Records concerning issuance of license plates for bicycles.	Destroy in office after 1 year.*	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
5.	BICYCLE LICENSE RECEIPTS Copies of receipts issued for bicycle licenses.	Destroy in office after 1 year.*	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
6.	DELINQUENT TAXPAYER RECORDS Records documenting taxpayers who have not paid real and personal property taxes due, including unpaid notices. See also DELINQUENT TAXPAYER RECORDS: ADVERTISEMENT OF TAX LIENS AGAINST REAL PROPERTY item 7, page 174.	Destroy in office after 10 years or 3 years after final settlement or 1 year after released by governing board, whichever occurs first.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.	<p>DELINQUENT TAXPAYER RECORDS: ADVERTISEMENT OF TAX LIENS AGAINST REAL PROPERTY Records documenting the municipal taxation officer's publication in the newspaper of delinquent taxpayer and tax sales notices.</p> <p>See also DELINQUENT TAXPAYER RECORDS item 6, page 173.</p>	Destroy in office after 10 years.*	G.S. § 105-369
8.	<p>MOTOR VEHICLE LICENSE PLATE/DECAL RECORDS Records concerning issuance of license plates/decals for motor vehicles.</p>	Destroy in office after 1 year.*	
9.	<p>MOTOR VEHICLE LICENSE RECEIPTS Copies of receipts issued for motor vehicle licenses.</p>	Destroy in office after 1 year.*	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
10.	MOTOR VEHICLE RENTAL TAX	Destroy in office after 3 years.*	
11.	PREPARED FOOD AND BEVERAGE TAX	Destroy in office after 3 years.*	
12.	<p>PRIVILEGE LICENSE CITATION RECORDS Records documenting citations issued by license inspectors for non-compliance with business license requirements.</p>	Destroy in office after 3 years.*	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
13.	PRIVILEGE LICENSES Records documenting the municipality's issuance of business privilege and license renewal notices, receipts, and periodic reports.	Destroy in office 3 years after license expires.*	G.S. § 105-33 G.S. § 105-37.1 G.S. § 105-38.1 G.S. § 105-40 G.S. § 105-105 Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
14.	PRIVILEGE TAX LEDGER Ledger listing individuals required to pay privilege tax.	Destroy in office when administrative value ends.† Agency Policy: Destroy in office after _____	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
15.	PRIVILEGE TAX RECEIPTS Copies of receipts issued for payment of privilege tax.	Destroy in office 3 years after expiration.*	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
16.	REPORTS OF TAXES COLLECTED (DAILY AND WEEKLY) Reports listing taxes collected on a daily and weekly basis.	Destroy in office after 1 year.	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
17.	ROOM OCCUPANCY TAX RECORDS	Destroy in office after 3 years.*	G.S. §160A-215 Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
18.	SCHEDULE "B" LICENSES Receipts of licenses issued by municipality in accordance with G.S. § 105-33.	a) Destroy in office 3 years after close of license tax year stubs or detailed settlement records. b) Destroy in office stubs 1 year after audit if settlement records are kept.	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
19.	TAX ABSTRACTS AND LISTS Complete record of real and personal property in the municipality, based on assessment lists. Includes name and address of taxpayer along with descriptions of property owned and estimated values.	Destroy in office after 10 years or two revaluation cycles.	G.S. § 105-309 G.S. § 105-296

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
20.	TAX EXEMPT PROPERTY FILE Records of property that is exempt from taxation.	Destroy in office 5 years after property has been declared exempt.	
21.	TAX LEDGER CARDS OR SHEETS	Destroy in office 5 years after becoming obsolete.	
22.	TAX LEVY/SEIZURE RECORDS Inventory of property taken from property owner by the municipal tax collector to pay back taxes.	a) Retain in office for 3 years execution forms if levy and sale of personal property is made. If levy and sale are conducted by municipal law enforcement agency, execution forms to be retained by that agency. b) If levy, seizure, and sale are not made, destroy in office forms when administrative value ends.† Agency Policy: Destroy in office after _____	G.S. 105-366 G.S. 105-367
23.	TAX LIEN SALES Records concerning sales held to satisfy tax liens.	Destroy in office 10 years after sale.	
24.	TAX REBATES Records concerning tax rebates given or received.	Destroy in office after 10 years.	
25.	TAX RECEIPT BOOK Record indicating taxes, fees, and penalties collected.	Destroy in office after 5 years.	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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ITEM #	STANDARD-20: TAX RECORDS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
26.	TAX RECEIPTS Copies of receipts for taxes, fees, and penalties collected.	a) Destroy in office paid tax receipts after 10 years.* b) Destroy in office unpaid tax receipts when approved by city/town council.	Comply with applicable provisions of G.S. §105-259, G.S. §132-1.1(b), G.S. §132-1.2, and G.S. §160A-208.1 regarding confidentiality of taxpayer records.
27.	TAX SALE CERTIFICATES	Series discontinued. Destroy in office 10 years from date of sale.	
28.	TAX SCROLLS Records indicating property (real estate and personal) valuation and taxes due.	Destroy in office after 10 years.	

*See [AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS](#), page vi.

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REQUEST FOR CHANGE IN RECORDS SCHEDULE

TO Assistant Records Administrator
Division of Archives and Records
Government Records Section
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name _____
County _____
Agency or department _____
Mailing address _____
Phone or email _____

INSTRUCTIONS

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original, and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

CHANGE REQUESTED

- Add a new item
- Delete an existing item Standard Number _____ Page _____ Item Number _____
- Change an retention period Standard Number _____ Page _____ Item Number _____

TITLE OF RECORDS SERIES IN SCHEDULE OR PROPOSED TITLE

INCLUSIVE DATES OF RECORDS _____ **APPROXIMATE VOLUME OF RECORDS** _____

DESCRIPTION OF RECORDS

PROPOSED RETENTION PERIOD

Requested by: _____, _____, _____
Signature Title Date

REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS

TO Assistant Records Administrator
Division of Archives and Records
Government Records Section
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name _____
County _____
Agency or department _____
Mailing address _____
Phone or email _____

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 or administrative purposes.

RECORDS TITLE	DESCRIPTION	INCLUSIVE DATES	QUANTITY	MICROFILMED? (YES OR NO)	RETENTION PERIOD

Requested by: _____, _____, _____
Signature Title Date

Approved by: _____, _____, _____
Signature (Requestor's supervisor) Date

Concurred by: _____, _____, _____
(except as indicated) Signature Assistant Records Administrator State Archives of North Carolina Date

Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for the Records Management Analyst assigned to your agency.

This form is used to request approval from the Department of Cultural Resources to dispose of non-permanent paper records which have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records which have been microfilmed or photocopied, or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Record Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by: _____
Signature Requestor Date

Approved by: _____
Signature Requestor's Supervisor Date

Concurred by: _____
Signature Assistant Records Administrator State Archives of North Carolina Date

Certification of the Preparation of Records for Microfilming

Name of the county, municipality, or other public body that produced these records:

Examples: [City of Raleigh] [Martin County] [Triangle Transit Authority] [High Country Council of Governments]

Name of the board, council, department, or agency:

Examples: [City Council] [Board of Commissioners] [ABC Commission] [Board of Delegates]

The records included with this form are:

- | | |
|--------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Minutes | <input type="checkbox"/> Attachments or Exhibits |
| <input type="checkbox"/> Ordinances | <input type="checkbox"/> Indexes |
| <input type="checkbox"/> Resolutions | <input type="checkbox"/> Other: _____ |

Exact first and last dates of the records:

Examples: [10/2/1998 – 12/23/2002] [1/12/2006 – 12/13/2007, in reverse order]

NOTE: Please describe any irregularities (e.g. missing minutes, infrequent meetings) in a separate letter.

Volume and page numbers included:

Examples: [v. 112 (p. 258-492) – 113 (p. 1-122)] [Books 23-27] [Pages 11873 – 13982] [v. 43, continuous]

- | | |
|----------------------------------------------------------------------|----------------------------------------------------------|
| The last volume listed is complete: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you want to purchase a copy of the film, at an additional charge? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you want to purchase a CD of the images, at an additional charge? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you want to be informed when this shipment is received? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Do you want to be informed when the microfilming has been completed? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

We have examined these records for accuracy and completeness. We have prepared these records according to the rules of the Government Records Branch of the Department of Cultural Resources. We understand that the records will be filmed in the order we have submitted them.

We understand that there will be a charge for each new reel of film used for our records, beginning July 1, 2008.

Contact information:

Billing address:

Name: _____	_____
Email: _____	_____
Phone: _____	_____
Date: _____	_____

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 24 April 2019

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 2 May 2019

Nature of Item: Council Action

Summary of Information/Request:

Item # 14

We have been working, or trying to work with a number of property owners, to acquire certain properties for two projects -- the Etowah water tank system and the streambank restoration project. We have many of the necessary properties but a confluence of shortness of time and doubtfulness of success requires us to have eminent domain as a possibility for property acquisition. The attached resolution provides the city attorney with the authorization to proceed with eminent domain should it become necessary.

Budget Impact: \$ unkown Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move the city council to approve the resolution approving the filing of eminent domain actions.

Attachments:

Proposed resolution and property surveys

RESOLUTION # _____

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO FILE ACTIONS UNDER N.C.G.S. CHAPTER 40A WITH RESPECT TO CERTAIN REAL PROPERTIES IN HENDERSON COUNTY

WHEREAS the City Council finds it necessary in order to complete the construction of the streambank project and waterline project in various locations within Henderson County,

NOW, BE IT THEREFORE RESOLVED that the City Attorney be and he is hereby authorized to file actions under N.C.G.S. Chapter 40A with respect to easements on the following identified real properties.

<u>Named Defendant:</u>	<u>Original Parcel Deed Book/Page #</u>
NC4 Cherryspr, LLC	1519/343
Thomas F. Kirk	1171/578
Patrick John Bresnahan and wife Amy Ireland Bresnahan	1150/145
Yitao Lin	3120/311
Sanford A. Killian and wife Carol A. Killian	1669/630

Adopted this second day of May, 2019.

Barbara Volk
Mayor, City of Hendersonville
ATTEST:

Tammie K. Drake, MMC
City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Buchanan

Department: Finance

Date Submitted: 4/22/2019

Presenter: John Buchanan

Date of Council Meeting to consider this item: May 2, 2019

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 16a

Per the City Investment policy, the investment officer will provide the City Manager and City Council an investment report including a management summary that provides an analysis of the status of the current investment portfolio and a detail listing of the individual transactions executed. (listed on the First Citizens Bank Statement attached).

Investment Report/Management Summary:

As of March 31, 2019 the City's cash and investments consists of the following :

U.S. Treasuries	\$ 1,930,131.25
Government Agencies:	\$12,120,562.50
Municipal & NC:	\$ 3,524,927.15
Commercial Paper:	\$ 1,965,716.67
NCCMT(FCB Cash):	\$ 34,797.15
NCCMT Term Account:	\$ 2,522,653.57
Central Depository:	\$ 2,076,329.86
Total	\$24,175,118.15

Investment income at 3/31/19 was \$246,136. We anticipate to close the year with approximately \$425,000 in investment income, an increase of approximately \$52,000 over the prior year.

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

Attachments:

Investment report, First Citizens December Statement, NCCMT Term account December Statement

Investment Name	Rating	Cusip	Price	Yield	Purchased Date	Issued Date	Maturity Date	Callable	Cost Basis	Coupon Date	Annual Interest \$	
DIRECT GOVERNMENT SECURITIES												
United States Treasury Note USTN		912828-3H-1	99.07	1.75%		11/30/2017	11/30/2019	No	495,350.00	5/30	\$ 4,375.00	
United States Treasury Bill		912796-SK-6	98.83	1.75%		3/28/2019	9/26/2019	No	1,432,781.25	11/30		
TOTAL DIRECT GOVERNMENT SECURITIES									1,928,131.25			
GOVERNMENT AGENCIES												
Federal National Mortgage A:FNMA	Aaa/AA+	3136G3BB0	100.00	1.38%	3/16/2016	3/16/2016	9/16/2019	YES	3,889,000.00	03-16-09-16-	\$ 26,736.88	
Federal National Mortgage A:FNMA	Aaa/AA+	3136G2GR2	100.00	1.50%	4/28/2015	4/28/2015	4/28/2020	YES	1,335,000.00	10/28/4/28/	\$ 10,012.50	
Federal Home Loan Mort	FHLMC	AAA/AA+	3134GBFM9	99.85	1.57%	10/24/2017	3/30/2017	9/27/2019	YES	1,997,000.00	3/27-9/27	\$ 15,700.00
Federal Home Loan Mort	FHLMC	Aaa/AA+	3134GAX33	100	1.50%	1/30/2017	1/30/2017	7/30/2019	YES	1,150,000.00	7/30-1/30	\$ 8,625.00
Federal Farm Credit Bank	FFCB	AAA/AA+	3133EJRL5	99.975	2.55%	6/26/2018	6/11/2018	6/11/2020	NO	1,749,562.50	6/11-12/11	\$ 22,312.50
Federal Farm Credit Bank	FFCB	Aaa/AA+	3133EHQJ5	100	1.64%	7/31/2017	7/6/2017	7/6/2020	YES	2,000,000.00	1/6-7/6	\$ 16,250.00
TOTAL GOVERNMENT AGENCIES									12,120,562.50			
COMMERCIAL PAPER												
JP Morgan	JPMC	A1/P1	46640QSU6	98.2858	2.55%	9/28/2018	8/31/2018	5/28/2019	No	1,965,716.67		\$ 34,283.33
TOTAL COMMERCIAL PAPER									1,965,716.67			
OTHER INVESTMENTS (MUNI/BABS/)												
Durham County, NC BABS	DCNC	Aaa/AAA	266705C34	108.224	3.51%	5/4/2015	11/10/2010	11/1/2019	NO	205,625.60	11/01/4/1/	\$ 3,329.75
Forsyth Cnty-C-BABS	MUNI	Aaa AAA	3466227Y3	108.41	3.55%	11/3/2015	2/2/2010	4/1/2020	No	716,489.40	10/1/4/1/	\$ 11,708.40
Gaston County	GCNC	Aaa AAA	367298XK7	114.713	4.36%	5/24/2016	5/24/2016	2/1/2020	No	1,818,201.05	8/1-2/1	\$ 39,625.00
Gaston County	GCNC	Aaa AAA	367298XL5	118.014	1.05%	5/24/2016	5/24/2016	2/1/2021	No	784,793.10	8/1	\$ 16,625.00
NCCMT										34,797.15	2/1	\$ 16,625.00
TOTAL OTHER INVESTMENTS (MUNI/BABS)									3,559,906.30			
Total Securities									19,574,316.72			
NC Capt Management	Cash									34,797.15		
Total Security - Cost Basis									19,609,113.87		380,508.39	
Portfolio Allocation - by Security Type												
DIRECT GOVERNMENT SECURITIES												
Fannie Mae	FNMA		5,224,000.00	26.69%								
Federal Home Loan bank	FHLB			0.00%								
Freddie Mac	FHLMC		3,147,000.00	16.08%								
Federal Farm Credit Bank	FFCB		3,749,562.50	19.16%								
GOVERNMENT AGENCIES												
CP												
MUNI/OTHER												
TOTAL												
Portfolio Allocation - by Maturity Date:												
2018												
2019												
2020												
2021												
TOTAL												



FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE
ACCOUNT NO.

FINANCIAL STATEMENT FOR THE PERIOD
03/01/19 THROUGH 03/31/19

RELATIONSHIP OFFICER
DARREN S. MORTON 1-877-685-0576

FIRST CITIZENS WEALTH MANAGEMENT IS A JOINT MARKETING MARK OF FIRST-CITIZENS BANK & TRUST COMPANY, MEMBER FDIC, FIRST CITIZENS INVESTOR SERVICES, INC., MEMBER FINRA/SIPC, AN SEC-REGISTERED BROKER-DEALER AND INVESTMENT ADVISOR; AND FIRST CITIZENS ASSET MANAGEMENT, INC., AN SEC-REGISTERED INVESTMENT ADVISOR.

CLIENT ACCOUNTS FOR WHICH FCB EXERCISES SOLE INVESTMENT DISCRETION BEAR THE COSTS OF ALL BROKER COMMISSIONS, INCLUDING THE PORTION OF THE BROKER COMMISSION USED TO PURCHASE RESEARCH AND OTHER PRODUCTS OR SERVICES ("SOFT DOLLAR BENEFITS"). TRADES EXECUTED WITH THE SELECTED BROKER ARE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND CONSISTENT WITH FCB'S BEST EXECUTION PRACTICES.

CITY OF HENDERSONVILLE
ATTN: JOHN BUCHANAN
145 5TH AVENUE EAST
HENDERSONVILLE NC 28792



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FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE

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CASH RECONCILEMENT
FOR PERIOD 03/01/19 THRU 03/31/19

PAGE 1

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE

BALANCES AT BEGINNING OF PERIOD			.00
RECEIPTS			
INCOME	SCHEDULE D	48,663.96	
SALES AND REDEMPTIONS	SCHEDULE G	1,427,581.25	

TOTAL RECEIPTS			1,476,245.21
DISBURSEMENTS			
EXPENSES	SCHEDULE E	300.00-	
PURCHASES	SCHEDULE F	1,475,945.21-	

TOTAL DISBURSEMENTS			1,476,245.21-

CASH BALANCE END OF PERIOD			.00



ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE

	MARKET VALUE	COST BASIS	UNREALIZED GAIN/LOSS	CURRENT ACCRUAL
CASH	.00	.00	.00	.00
DIRECT GOVERNMENT SECURITI	1,930,529.11	1,928,131.25	2,397.86	3,218.08
GOVERNMENT AGENCIES	12,065,221.63	12,120,562.50	55,340.87-	35,319.50
COMMERCIAL PAPER	1,965,716.67	1,965,716.67	.00	26,208.33
OTHER INVESTMENTS	3,229,787.30	3,559,906.30	330,119.00-	33,996.26
TOTAL INVESTMENTS	19,191,254.71	19,574,316.72	383,062.01-	98,742.17
	19,191,254.71	19,574,316.72	383,062.01-	98,742.17



SCHEDULE A - STATEMENT OF ASSETS
AS OF 03/31/19 PAGE 3

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE

UNITS/ CUSIP NUMBER	TICKER UNIT/MKT PRC	MARKET VALUE	COST BASIS	UNREALIZED GAIN/LOSS	CURRENT ACCRUAL
CASH					
CASH		.00	.00		.00
CASH		.00	.00	.00	.00
DIRECT GOVERNMENT SECURITIES					
1,450,000 912796-SK-6	UNITED STATES TREASURY BILL DTD 03/28/19 DUE 09/26/2019 USTB19 98.831	1,432,764.11	1,432,781.25	17.14-	285.39
500,000 912828-3H-1	UNITED STATES TREASURY NOTE DTD 11/30/17 1.750% DUE 11/30/2019 UNIT19 99.553	497,765.00	495,350.00	2,415.00	2,932.69
	DIRECT GOVERNMENT SECURITIES	1,930,529.11	1,928,131.25	2,397.86	3,218.08
GOVERNMENT AGENCIES					
2,000,000 3133EH-QJ-5	FEDERAL FARM CREDIT BANK DTD 07/06/17 1.625% DUE 07/06/2020 CALLABLE 07/06/2018 @ 100.00 FEDE20 99.094	1,981,880.00	2,000,000.00	18,120.00-	7,673.61
1,750,000 3133EJ-RL-5	FEDERAL FARM CREDIT BANK DTD 06/11/18 2.550% DUE 06/11/2020 FEDE20 100.234	1,754,095.00	1,749,562.50	4,532.50	13,635.41
1,150,000 3134GA-X3-3	FEDERAL HOME LOAN MORTGAGE CORP. DTD 01/30/17 1.500% DUE 07/30/2019 CALLABLE 01/30/18 @ 100.00 FEDE19 99.668	1,146,182.00	1,150,000.00	3,818.00-	2,922.91
2,000,000 3134GB-FM-9	FEDERAL HOME LOAN MORTGAGE CORP. DTD 03/30/17 1.570% DUE 09/27/2019 CALLABLE 12/27/17 @ 100.00 FEDE19 99.550	1,991,000.00	1,997,000.00	6,000.00-	348.88
1,335,000 3136G2-GR-2	FEDERAL NATIONAL MORTGAGE ASSOC. DTD 04/28/15 1.500% DUE 04/28/2020 CALLABLE 04/28/17 @100.00 FEDE20 99.044	1,322,237.40	1,335,000.00	12,762.60-	8,510.62
3,889,000 3136G3-BB-0	FEDERAL NATIONAL MORTGAGE ASSOC. DTD 03/16/16 1.375% DUE 09/16/2019 CALLABLE 09/16/16 @100.00 FEDE19 99.507	3,869,827.23	3,889,000.00	19,172.77-	2,228.07
	GOVERNMENT AGENCIES	12,065,221.63	12,120,562.50	55,340.87-	35,319.50



SCHEDULE A - STATEMENT OF ASSETS
AS OF 03/31/19 PAGE 4

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE

UNITS/ CUSIP NUMBER	TICKER UNIT/MKT PRC	MARKET VALUE	COST BASIS	UNREALIZED GAIN/LOSS	CURRENT ACCRUAL	
COMMERCIAL PAPER						
2,000,000 46640Q-SU-6	JP MORGAN SECURITIES COMMERCIAL DTD 08/31/18 DUE 05/28/2019 PAPER	1,965,716.67	1,965,716.67		26,208.33	
	COMMERCIAL PAPER	1,965,716.67	1,965,716.67	.00	26,208.33	
OTHER INVESTMENTS						
190,000 266705-C3-4	DURHAM COUNTY NORTH CAROLINA DTD 11/10/10 3.505% DUE 11/01/2019 BUILD AMERICA BONDS-DURHAM CNTY	100.414	190,786.60	205,625.60	14,839.00-	2,774.79
660,000 346622-7Y-3	FORSYTH COUNTY NORTH CAROLINA DTD 09/02/10 3.548% DUE 04/01/2020 BUILD AMERICA BOND - SER C	100.984	666,494.40	716,489.40	49,995.00-	11,708.40
1,585,000 367298-XK-7	GASTON COUNTY NORTH CAROLINA DTD 05/24/16 5.000% DUE 02/01/2020	102.893	1,630,854.05	1,818,201.05	187,347.00-	13,208.33
665,000 367298-XL-5	GASTON COUNTY NORTH CAROLINA DTD 05/24/16 5.000% DUE 02/01/2021	106.294	706,855.10	784,793.10	77,938.00-	5,541.66
34,797.150 99936K-MI-4	NORTH CAROLINA CAP MANAGMNT NCCMT FD # 47	1.000	34,797.15	34,797.15		763.08
	OTHER INVESTMENTS		3,229,787.30	3,559,906.30	330,119.00-	33,996.26
----- 19,208,797.150	NET ASSETS	----- .999	19,191,254.71	19,574,316.72	383,062.01-	98,742.17
TOTAL ASSETS + ACCRUALS			19,289,996.88			



SCHEDULE D - INCOME
 FOR PERIOD 03/01/19 THRU 03/31/19

PAGE 5

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
 AS CUSTODIAN
 FOR THE CITY OF HENDERSONVILLE

DATE	DESCRIPTION	CASH
	INTEREST INCOME	
	FEDERAL HOME LOAN BANK	
	DTD 09/29/16 1.100% DUE 03/29/2019	
	CALLABLE 03/29/17 @ 100.00	
03/29/19	INT TO 03/29/19 ON 1,000,000	5,500.00
	FEDERAL HOME LOAN MORTGAGE CORP.	
	DTD 03/30/17 1.570% DUE 09/27/2019	
	CALLABLE 12/27/17 @ 100.00	
03/27/19	INT TO 03/27/19 ON 2,000,000	15,700.00
	FEDERAL NATIONAL MORTGAGE ASSOC.	
	DTD 03/16/16 1.375% DUE 09/16/2019	
	CALLABLE 09/16/16 @100.00	
03/18/19	INT TO 03/16/19 ON 3,889,000	26,736.88
	NORTH CAROLINA CAP MANAGMNT NCCMT	
	FD # 47	
03/01/19	INT TO 02/28/19	727.08

	TOTAL INTEREST INCOME	48,663.96

	TOTAL INCOME	48,663.96



SCHEDULE E - DISBURSEMENTS
FOR PERIOD 03/01/19 THRU 03/31/19

PAGE 6

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
AS CUSTODIAN
FOR THE CITY OF HENDERSONVILLE

DATE	DESCRIPTION	CASH
	EXPENSES	
03/15/19	MONTHLY FEE TO 02/28/19	300.00-
	TOTAL EXPENSES	300.00-

	TOTAL DISBURSEMENTS	300.00-



SCHEDULE F - PURCHASES
 FOR PERIOD 03/01/19 THRU 03/31/19

PAGE 7

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
 AS CUSTODIAN
 FOR THE CITY OF HENDERSONVILLE

DATE	SECURITY	DESCRIPTION	UNIT PRICE	BROKER COMMISSION	OTHER COSTS	TOTAL CASH
03/29/19	912796-SK-6	CASH EQUIVALENT PURCHASED 1450000 03/28/19 @ 98.8125	98.812	.00	.00	1,432,781.25-
03/31/19	99936K-MI-4	UNITED STATES TREASURY BILL DTD 03/28/19 DUE 09/26/2019 PURCHASES (3) 03/01/19 TO 03/31/19 NORTH CAROLINA CAP MANAGMNT NCCMT	1.000	.00	.00	43,163.96-
		TOTAL CASH EQUIVALENT				----- 1,475,945.21-
		TOTAL PURCHASES				----- 1,475,945.21-



SCHEDULE G - SALES AND REDEMPTIONS
 FOR PERIOD 03/01/19 THRU 03/31/19

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
 AS CUSTODIAN
 FOR THE CITY OF HENDERSONVILLE

DATE	SECURITY	DESCRIPTION	BROKER COMMISSION	PROCEEDS	COST	REALIZED GAIN/LOSS
		FIXED INCOME				
		FEDERAL HOME LOAN BANK				
		DTD 09/29/16 1.100% DUE 03/29/2019				
		CALLABLE 03/29/17 @ 100.00				
03/29/19	3130A9-FK-2	RECD PROCEEDS ON MATURITY OF 1,000,000 PAR VALUE	.00	1,000,000.00	1,000,000.00-	.00
		TOTAL FIXED INCOME		1,000,000.00	1,000,000.00-	.00
		CASH EQUIVALENTS				
		NORTH CAROLINA CAP MANAGMNT NCCMT				
03/31/19	99936K-MI-4	SALES (2) 03/01/19 TO 03/31/19	.00	427,581.25	427,581.25-	.00
		TOTAL CASH EQUIVALENTS		427,581.25	427,581.25-	.00
		TOTAL SALES AND REDEMPTIONS		1,427,581.25	1,427,581.25-	.00



SCHEDULE N - 5% TRANSACTIONS
 FOR PERIOD 03/01/19 THRU 03/31/19

ACCOUNT NO.

FIRST-CITIZENS BANK & TRUST COMPANY
 AS CUSTODIAN
 FOR THE CITY OF HENDERSONVILLE

DESCRIPTION	NO. OF TRANS	COST	CASH	REALIZED GAIN/LOSS
FEDERAL HOME LOAN BANK DTD 09/29/16 1.100% DUE 03/29/2019 CALLABLE 03/29/17 @ 100.00 RECD PROCEEDS ON MATURITY OF 1,000,000 PAR VALUE SALES	*	1,000,000.00	1,000,000.00	.00
UNITED STATES TREASURY BILL DTD 03/28/19 DUE 09/26/2019 PURCHASED 1450000 03/28/19 @ 98.8125 PURCHASES	1	1,000,000.00	1,000,000.00	.00
	*	1,432,781.25	1,432,781.25	.00
	1	1,432,781.25	1,432,781.25	.00
			4,865,562.50	

TRANSACTIONS NOTED BY A "*" ARE IN THEMSELVES GREATER THAN 5%



MARKET VALUE RECONCILEMENT
 FOR PERIOD 03/01/19 THRU 03/31/19

PAGE 10

ACCOUNT NO. 71-0655-01-0

FIRST-CITIZENS BANK & TRUST COMPANY
 AS CUSTODIAN
 FOR THE CITY OF HENDERSONVILLE

MARKET VALUE BEGINNING OF PERIOD		19,232,981.18
INCREASES		
REALIZED GAINS/LOSSES	SCHEDULE G	.00
MARKET APPRECIATION		
END OF PERIOD		383,062.01-
BEGINNING OF PERIOD		404,849.10-

		21,787.09
INCOME EARNED		
ENDING ACCRUAL		98,742.17
BEGINNING ACCRUAL		111,877.52
INCOME COLLECTED	SCHEDULE D	48,663.96

TOTAL INCOME EARNED		35,528.61

TOTAL INCREASES		57,315.70
DECREASES		
EXPENSES	SCHEDULE E	300.00-

TOTAL DECREASES		300.00-

MARKET VALUE END OF PERIOD		19,289,996.88



c/o Capital Management of the Carolinas, LLC
 1520 South Boulevard, Suite 230
 Charlotte, NC 28203

MONTHLY STATEMENT

03/01/19 through 03/31/19

Page 1 of 2

Account Number

4109

Contacting Us



CLIENT SERVICES

1-800-222-3232

8:30 a.m. - 4:30 p.m. ET

S

CITY OF HENDERSONVILLE
 ATTN JOHN BUCHANAN
 145 5TH AVE E
 HENDERSONVILLE NC 28792-4328

Market Value as of 03/31/19

\$2,522,653.57

PORTFOLIO SUMMARY

	<i>Month-to-Date</i>
Beginning Value	\$2,517,372.59
+ Additions	0.00
- Withdrawals	0.00
+/- Change in Value	5,280.98
Ending Value	\$2,522,653.57

The Change in Investment Value information provided in the Portfolio Summary section of this statement is for informational purposes only and should not be used for tax purposes. Your monthly dividend/capital gain amounts can be found in the Dividend and Capital Gain Summary section of your statement.

ACCOUNT SUMMARY

<i>Fund/Account</i>	<i>Beginning Value as of 03/01/19</i>	<i>Ending Value as of 03/31/19</i>	<i>Shares Held as of 03/31/19</i>	<i>NAV as of 03/31/19</i>	<i>% of Total</i>
NORTH CAROLINA CAPITAL MGT TRUST-TERM / 4109	\$2,517,372.59	\$2,522,653.57	260,604.708	\$9.68	100.00%
Total Accounts		\$2,522,653.57			

3597/P

FMR... *41110* . 0845888006 . 03921 . 03921 . 03921 . CNISFMR01 . NCNCR4000003597/SITE





c/o Capital Management of the Carolinas, LLC
 1520 South Boulevard, Suite 230
 Charlotte, NC 28203

MONTHLY STATEMENT

03/01/19 through 03/31/19

Page 2 of 2

DIVIDEND AND CAPITAL GAIN SUMMARY

<i>Fund / Account</i>		<i>Dividend</i>	<i>Short-Term Capital Gain</i>	<i>Long-Term Capital Gain</i>	<i>Total</i>
NORTH CAROLINA CAPITAL MGT TRUST-TERM / 4109					
Dividend Option - Reinvest	Current Period	\$5,280.98	\$0.00	\$0.00	\$5,280.98
Capital Gain Option - Reinvest	Fiscal YTD 06/30/19	30,175.56	0.00	0.00	30,175.56
Total	Current Period	\$5,280.98	\$0.00	\$0.00	\$5,280.98
	Fiscal YTD 06/30/19	\$30,175.56	\$0.00	\$0.00	\$30,175.56

ACCOUNT DETAIL *(for funds with account activity this period)*

4109

CITY OF HENDERSONVILLE

<i>Fund Name (Number)</i>	<i>Symbol</i>	<i>CUSIP</i>
NORTH CAROLINA CAPITAL MGT TRUST-TERM (620)	XAOHX	658191200

ACTIVITY

<i>Confirm Date</i>	<i>Trade Date</i>	<i>Transaction Description</i>	<i>Dollar Amount</i>	<i>Share Price</i>	<i>Shares this Transaction</i>	<i>Total Shares Owned</i>
		BEGINNING BALANCE AS OF 03/01/19	\$2,517,372.59	\$9.68		260,059.152
03/29/19	03/29/19	REINVESTED DIVIDEND	5,280.98	9.68	545.556	260,604.708
		SALES CHRGE PERCENT 0.00				
		ENDING BALANCE AS OF 03/31/19	\$2,522,653.57	\$9.68		260,604.708

Commercial Checking Acct Public Funds

Account number: 2004511045545 ■ March 1, 2019 - March 31, 2019 ■ Page 1 of 16



CITY OF HENDERSONVILLE
CENTRAL DEPOSITORY ACCOUNT
ATTN:JENNIFER MUSSELWHITE, TAMMY HOLLAND
145 5TH AVE E
HENDERSONVILLE NC 28792-4328

Questions?

Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
5:00 AM TO 6:00 PM Pacific Time Monday - Friday

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (182)
PO Box 63020
San Francisco, CA 94163

Account summary

Commercial Checking Acct Public Funds

Account number	Beginning balance	Total credits	Total debits	Ending balance
5545	\$3,409,734.49	\$2,775,515.65	-\$4,108,920.28	\$2,076,329.86

Credits

Deposits

Effective date	Posted date	Amount	Transaction detail
	03/01	5,741.44	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/04	42,733.00	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/05	17,014.47	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/05	30.00	Wholesale Lockbox Deposit Charlotte Box 603536 Deposit 1
	03/06	15,720.64	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
03/06	03/07	31,429.33	Reversal of Check Posted 3-06-19 Reposted 3-07-19 as Serial 0000147930 Our Ref: 3-06-19 00000000
	03/07	12,298.56	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/07	3.46	Wholesale Lockbox Deposit Charlotte Box 603536 Deposit 1
	03/08	43,367.33	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/08	11,761.05	Wholesale Lockbox Deposit Charlotte Box 603536 Deposit 1
03/08	03/11	972.00	Reversal of Check Posted 3-08-19 Reposted 3-11-19 as Serial 0000147910 Our Ref: 3-08-19 00000000
03/08	03/11	180.00	Reversal of Check Posted 3-08-19 Reposted 3-11-19 as Serial 0000147879 Our Ref: 3-08-19 00000000
	03/11	34,560.19	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/11	4,873.42	Wholesale Lockbox Deposit Charlotte Box 603536 Deposit 1
03/11	03/12	270.00	Reversal of Check Posted 3-11-19 Reposted 3-12-19 as Serial 0000147978 Our Ref: 3-11-19 00000000
03/11	03/12	95.81	Reversal of Check Posted 3-11-19 Reposted 3-12-19 as Serial 0000147899 Our Ref: 3-11-19 00000000
	03/12	4,699.91	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/13	22,516.44	Wholesale Lockbox Deposit Charlotte Box 603068 Deposit 1
	03/13	9,785.12	Wholesale Lockbox Deposit Charlotte Box 603536 Deposit 1



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 04.24.19

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 05.02.19

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 16b

Appointments: The following boards have appointments that will expire June 30. Below shows the members up for reappointment. I will ascertain the members' continued interest and you will consider the appointments at your June meeting.

ABC Board: Charlie Byrd, Chairman

Board of Adjustment: Roger Woolsey, Barbara McCoy, Melinda Lowrance, and Libby Collina

Business Advisory: Beau Waddell, Virginia Gambill, Mike Summey, Robert Papes

Downtown Advisory Committee: Candi Guffey, Merit Wolff, Jared Bellmund, Walt Slagel

Environmental Sustainability Board: Beth Stang, Steven Orr, Gray Jernigan

Walk of Fame: Kaye Youngblood, Chair

Vacancies:

Walk of Fame Steering Committee: 1 vacant position

Environmental Sustainability Board: 2 vacant City positions

Budget Impact: \$ _____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

Attachments:

Board membership lists, applications