

REGULAR MEETING

A Regular Meeting of the Mayor and Board of Commissioners of the Town of North Wilkesboro was held in the Commissioners Room at Town Hall on Tuesday, April 6, 2010.

THERE WERE PRESENT: Robert L. Johnson, Mayor
Dr. Leo Baugham, Commissioner
Jeffrey Elmore, Commissioner
Debbie Ferguson, Commissioner
Bert Hall, Commissioner
Bart Hayes, Commissioner

COMPRISING THE ENTIRE BOARD, ALSO:
Hank Perkins, Town Manager
Gary Vannoy, Attorney
Kay F. Minton, Town Clerk

Mayor Johnson called the meeting to order at 7:00 p.m. The Mayor delivered the Invocation and Police Major Scott Teague led the Pledge of Allegiance.

Mayor Johnson asked for a motion to approve the consent agenda. Motion to approve the consent agenda was made by Commissioner Baugham, seconded by Commissioner Ferguson, and unanimously carried. The consent agenda items were as follows:

- a. Approval of the Minutes of the March 2, 2010 Regular Meeting, March 9, March 22 and March 27, 2010 Special Meetings.
- b. Approval of Customer Service Policy and Utility Deposit policy.
- c. Approval of Spring Litter Sweep proclamation designating April 17-May 1, 2010 as Litter Sweep.
- d. Approval of Resolution in Support of North Carolina’s Current Public Alcoholic Beverage Control System.

CUSTOMER SERVICE POLICY
ADOPTED: April 6, 2010

AUTHORITY

The enactment of these policies requires the approval of the Town Board. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the Town Manager to make sure the policy manual is revised.

The Town Manager or his/her designee (The Finance Officer) is authorized as the hearing or grievance officer for customers. He/She is authorized to hear concerns and complaints, settle disagreements and reconnect any customer disconnected for non-payment while the concern is investigated, if he/she deems necessary. Hearings are addressed on page 13.

All grievances must be heard and addressed by the hearing officer prior to an item appearing before the Town Board.

OVERVIEW

Employees of the Town have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the Town Manager accepts responsibility as the final authority on this policy.

APPLICATION OF THIS POLICY

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at Town Hall and on the Town's website www.north-wilkesboro.com.
2. This policy may be revised, amended, supplemented, or otherwise change from time to time by action of the Board of Commissioners. Customers are encouraged to seek answers to any questions by calling the Town offices.
3. These policies are part of all oral and written agreements for providing and receiving utility service from the Town.

CUSTOMER'S RESPONSIBILITY

1. Allow utility department personnel access to property to setup and maintain service.
2. Pay bills by the due date shown on each monthly bill. If customers do not receive a bill, it is their responsibility to contact the Town to get the amount of their bill.
3. Notify the utility department if there is someone in the household who is either chronically or seriously ill, or on a life support system, where they need consistent water supply. Notification shall include verification in writing from a medical doctor and be updated in January of each year.
4. Notify the utility department of questions or complaints about service.
5. The Town provides utility service for the sole use and convenience of the premises under agreement. The customer will ensure that utility service is not given or resold to a neighbor or tenant. Violation of this policy will be cause for immediate disconnection of service.

CUSTOMER'S RIGHTS

1. The customer has a right to request, free of charge, historic billing and usage information.
2. If the customer is dissatisfied with their utility usage, a recheck of the meter reading may be requested. A fee of \$25.00 will be charged if the customer requests more than three (3) rechecks within a twelve (12) month period during the fiscal year. However, if this service discloses that the meter was read in error, no charge will be made.
3. If a utility department employee cannot find any reason for usage changes, the customer may request a meter test. A fee of \$50 will be charged if the customer requests more than one (1) test within a twelve (12) month period and if the meter is within accepted tolerances (plus or minus 2%). The customer has the right to the results of the test. If the meter is found to be faulty, no charge will be made.

4. The customer has a right to request a review of any complaint according to the grievance procedure.

TOWN'S RESPONSIBILITY

1. To provide prompt, professional and courteous service.
2. To apply the customer's deposit to their account after the final bill reading and final bill calculations are made.
3. To provide and explain rate schedules, how meters are read, and other additional, reasonable information.
4. To provide historic billing and usage information when requested by the customer.
5. To provide conservation information.
6. To provide equal treatment to all customers.
7. To operate the utility system in an efficient manner.

TOWN'S RIGHTS

1. To access the Town's facilities at any time.
2. To receive notices of changes in address, telephone number, status of utility service, or problems with utility service immediately.
3. To receive timely payment for services delivered to a customer.
4. To discontinue service for non-payment, returned check, or returned automatic bank draft payment.
5. To take legal action regarding equipment tampering or financial delinquencies.

ESTABLISHING SERVICE

OFFICE AND SERVICE HOURS

1. The Town's Finance Department is located at 832 Main Street in the North Wilkesboro Town Hall. The Town Hall is open from 8:00 AM to 5:00 PM, Monday through Friday. Routine and regular service work will be performed during these hours, except for holidays and during inclement weather.
2. Emergency restoration work is performed 24 hours a day, seven (7) days a week. For after hours utility emergencies, please call 336-838-3158.
3. For customer convenience, the Town has an afterhours depository located in front of Town Hall. Billing subs should be enclosed with payments to insure the appropriate credit on the account. In addition, the Town offers an online bill payment service from its website, www.north-wilkesboro.com.

REQUEST FOR SERVICE

1. Original application for service-Any customer requesting service will complete an application and agreement for services. The customer will provide:
 - Driver's License or other Government issued Photo ID
 - Telephone Number
 - Social Security Number
 - Signature on the application

The Town recognized that an application for utility service will only establish credit for the husband and wife if the account is processed in both names. In all other situations, credit will be established for only the customer signing the application. In situations where utility service expenses on the same account are shared by two or more people (other than husband or wife), then the signatures and required application information for all persons desiring to have credit established with the Town shall be included on the original application for service. Service will not be established until the applicant(s) appear in person at the Town Hall with the required photo identification.

2. Account Deposit- A customer will pay an initial deposit (see fee schedule) to begin utility service. Deposits are non-interest bearing.
3. Non-residential Accounts- Accounts established for non-residential service will require the same information as listed above and a signature by an officer of the corporation, or a responsible person (owner, manage, etc). That person accepts the personal responsibility for payment of the account.
4. Account information changes- Any changes of account information, mailing address, account name, etc should be made in writing or in person by the account holder to prevent any errors.
5. Service Requests for All Utilities- Any request for utility service will include water, garbage, and sewer if these services are already established at the requested location.
6. Place of Application- Customers may request utility service in person at Town Hall.
7. Time of Application- The Town will strive to meet the customer's needs for connection of service. Normal connection will be made within 24 hours of request.
8. Explanation of Policies-Customers can request a verbal explanation of the Town's policies and may obtain a written copy of the guidelines as well.
9. Welcome Packet-The Town may give each new customer brochures that include information about the utility service.

CUSTOMER DEPOSITS

Customer deposits will be covered by the Customer deposit policy. A copy of this policy is available at Town Hall or on the Town's website www.north-wilkesboro.com.

BILLING INFORMATION FOR CUSTOMERS

1. Bills are mailed on or before the 25th of each month. If the customer does not receive a bill by the end of the month, it is their responsibility to contact the billing department to get the amount of their bill by calling 336-667-7129 x3006.
2. The bill is payable by the 10th of each month and is considered past due if payment is not postmarked by the due date. A 10% late penalty will be assessed on the total balance due on the 11th of each month. When the due date falls on a weekend or holiday, the next working day will be considered as the due date.
3. All active utility accounts will receive a minimum bill each month as long as service is provided regardless of usage.

4. Properties that only have one (1) water connection (tap) and/or one (1) sewer connection (tap) provided to several units are billed a minimum utility bill per unit and then billed according to the total water consumption on the master meter.
5. Service is scheduled to be disconnected if payment is not received by 5:00 PM on the 19th of each month. A cut-off fee of \$50 and the past due balance (plus the current utility bill, if it has been mailed), and any penalties must be paid before service is reconnected.
6. A meter tampering charge of \$250.00 will be charged to any customer's utility account that reconnects their meter without the Town's knowledge.

WATER & SEWER TAPS/CONNECTIONS

1. The owner of the property, general contractor, or plumber must apply in person for the necessary services. Information that will be needed in order to apply:
 - Service address
 - Billing information
 - Required tap/connection sizes
 - Payment for required taps/connections
 - Telephone Number
2. At least a two (2) week notification and payment is required to insure prompt service.

BILLING ADJUSTMENTS

If the Town has inadvertently overcharged or under billed a customer for utility service or garbage fees, the Town will promptly notify the customer. Billing errors will be reimbursed or credited up to twelve (12) months immediately preceding the discovery and report of the error.

1. Should the mistake be in the customer's favor, the town will credit the customer's account in that amount. If the time frame of the mistake cannot be determined, the Town will credit the account based on a six (6) month average consumption. The error must be determined within twelve (12) months of the billing. If the exact amount of the excess charge cannot be determined, the town will estimate the amount due based on a six (6) month average of consumption.
2. If the Town has inadvertently undercharged a customer for utility service, the town will collect the amount due. If the time frame of the mistake cannot be determined, the Town will credit the account based on a six (6) month average consumption. The error must be determined within twelve (12) months of the billing. If the exact amount of the undercharge cannot be determined, the town will estimate the amount due based on a six (6) month average of consumption.
3. If an undercharge has occurred because of meter tampering, the Town shall demand the overdue amount in full in addition to the meter tampering fee.
4. If an overcharged customer owes the Town on another account, the Town may apply the credit to the outstanding account.

5. The Town may adjust a utility customer's bill in the event of seasonal filling of swimming pools. Adjustments shall be made in accordance with the following policy.
 - Adjustments shall be authorized a maximum of one (1) time per year.
 - The customer shall be responsible for notifying the Town Utility Billing Department to report a pool will be filled during the month. The Town will read the meter before and after the pool has been filled.
 - No adjustment shall be made for water consumption.
 - An adjustment may be made for the sewer consumption. The sewer charge for a billing period during which the pool was filled shall be calculated based on the usage from the Town readings to fill the pool.

LEAKS AND WATER LINE BREAKS-SEWER ADJUSTMENT

The customer who is requesting the adjustment shall provide the Town documentation that in fact a leak did exist, when it was discovered, the location of the leak, and a copy of the plumber's invoice showing the date the leak was repaired. Upon receipt of this documentation, the Town shall determine the customer's average monthly usage of sewer. If a six (6) month average is not available, the average will be based on 2,500 gallons of water usage. All sewer charges over the average shall be released. Depending on the cost of the water bill after the above adjustments, the Town Manager or Finance Officer may allow the customer a reasonable time to pay the bill. No sewer adjustments due to leaks shall be made without documentation.

Adjustments on the sewer portion of the bill will only be given if the leak was located in the following areas:

- Leaks underground or in walls
- Frozen and burst pipes
- Irrigation system or outdoor spigot leaks
- Faulty water heaters or pressure reducing valves
- Vandalism to plumbing that is documented with a police report.

No adjustment shall be made when the request for the adjustment is received more than sixty (60) days after the billing date of the bill to be adjusted in the case of an active customer, or thirty (30) days after the billing date of a final bill. Exceptions will only be made if there is proof for extraordinary mitigating circumstances, e.g., the customer was in the hospital or out of Town during the period in question.

PAYMENT OF UTILITY BILLS

REGULAR PAYMENT OPTIONS

The Town offers several different options for customers to pay their utility bills.

1. Customers may pay by cash, check, or credit card by coming to the Town Hall, 832 Main Street.
2. Customers may mail their check in with the stub from their bill to PO Box 218, North Wilkesboro, NC 28659
3. Customers may sign up for their bank account to be automatically drafted each month for the total amount due.

AFTER HOURS PAYMENT OPTIONS

For the customer's convenience, the Town offers several different methods for payment after normal business hours.

1. Drop box located outside Town Hall, 832 Main Street.
2. Town's website www.north-wilkesboro.com
3. Interactive voice response system by calling 1-800-XXX-XXXX

AUTOMATIC BANK DRAFT PLAN

1. Automatic bank drafts offer customers the option of having their bank accounts drafted on a set date of the month. This relieves the customer from having the possibility of lost or late payments and saves a trip to the Town Hall or the cost of a stamp.
2. The draft date is the 7th of each month. This will allow the customer time to verify or question their bill.
3. The customer will be required to supply the Town with an automatic bank draft application and a voided check for the purpose of drafting.
4. Only good credit customers will be eligible for this program.
5. Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be released from the automatic bank draft program after the 2nd occurrence.
6. If the customer wishes to discontinue the automatic bank draft, the Town must be notified in writing by the 1st of the month.

EXTENSIONS OF TIME FOR PAYMENT OF BILLS

1. Customer Request-All requests must be made by the person in whose name the account is active.
2. Location-The customer requesting the extension must come into the Town Hall or call to request the extension two days prior to the scheduled cut-off date.
3. Maximum-Maximum extended time will be seven (7) days from the cutoff date.
4. Valid Reason-The customer will be required to give a valid reason as to why the extension is needed. A valid reason for requesting an extension should relate to an unforeseeable hardship or emergency.
5. Agreement-By executing a customer extension, the customer agrees that if payment is not made by the specified time, service will be disconnected without further notice.
6. Approval of Extension-An extension is a privilege and will be granted based on customer need and circumstances. An extension will not be guaranteed and may be denied for excessive abuse. No more than two (2) extensions shall be granted within a 12 month period. Upon approval of the extension, the late fee will still be applied to the delinquent account. The cutoff fee will not be charged if the customer makes payment by the agreed upon time.

RETURNED CHECKS

1. The Town participates in the Check Track program. This means that if a customer's check is returned for any reason, we will debit the customer's account for the amount of the check plus a \$25.00 fee.
2. The Town's bank will attempt to debit the account twice and a fee will apply to each attempt.
3. After the 2nd attempt to debit the account, the check will be returned to the Town. The Town will notify the customer and the customer will be required to pick-up the check and pay the amount of the check plus any fee charged by the Town's bank.
4. After two (2) returned checks, the customer will no longer be allowed to pay by check and will be required to pay by cash, money order, or credit card.
5. If the customer does not pick up any check returned to the Town within seven (7) days, the Town will discontinue water service and will charge the customer the cut-off fee.

MEDICAL ALERT PROGRAM

1. The customer has the responsibility of notifying the Town if there is someone in their household who is either:
 - Chronically or seriously ill
 - On a life support system
 - Medically requires uninterrupted utility service
2. The customer must provide a letter or certification from a doctor or hospital advising of the above condition. These letters will be reviewed and brought up-to-date in January of each year.
3. The customer who complies with these notification requirements may not have their water service disconnected for non-payment. If service needs to be disconnected for any other reason, the Town will make every effort to notify the customer prior to disconnection.

DISCONTINUING SERVICE

TRANSFER OF SERVICE

Customers may transfer service from one location to another. Any balance on the current or any previous utility account will have to be paid before service can be transferred. Transferred accounts for tenants must maintain the current deposit amount.

CLOSING A UTILITY ACCOUNT

After an account has been closed by either customer request or policy of the Town, all funds, including deposits, refunds and overcharge credits will be used against amounts owed the Town on the closed account first. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with the Town. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit.

TERMINATION OF SERVICE

1. Requesting Discontinuance of Service-Any customer requesting discontinuance of service will inform the Town of the location, date service is to be disconnected, and the forwarding mail address.
2. Disconnection Scheduling-Disconnection from the Town's utility system will be performed the same day as requested if notified before 2:00 PM of that day.
3. Final Bill-The customer's final bill will be processed and mailed by the last working day of that month if disconnection is made by the 20th of that month.
4. Deposit Settlement or Disposition-According to N.C.G.S. 116B, any customer deposits, credits, or other property held to secure payment for utilities that are unclaimed for one (1) year or more are considered abandoned property and will be subject to the unclaimed property requirements. Upon discontinuance of utility services, a valid forwarding address should be given to the Town for possible refund of deposits or credits on the utility account. All unclaimed customer deposits and credits, regardless of the amount, are subject to the custody and control of the State of North Carolina. Prior to November 1st of each year the Town will file a report accounting for all escheatable property with the Escheats Office within the Department of the State Treasurer. A check in the amount of the property listed should accompany the report.

CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE

1. Reasonable Opportunity- The Town will discontinue utility service to customers for nonpayment only after giving the customer a reasonable opportunity to question the accuracy of the bill. Reasonable opportunity is defined as the period of time from the issuance of the bill until the date of potential disconnection.
2. Disputed Bill-If a customer disputes the accuracy of their bill, they have the right to a hearing at which they may be represented in person or by another person of their choosing who may present, orally or in writing, their complaint and contentions.
3. Hearing-The Town will discontinue utility service for nonpayment of the bill on the cutoff date. The customer has an opportunity to dispute the bill before this date. Any customer desiring a hearing must contact the Finance office. Hearings may be scheduled between 8:30 AM and 5:00 PM Monday through Friday. The Town has the authority to settle the issue and reconnect any disconnected account while the matter is investigated.
4. Exceptions-Under special circumstances, the Town may choose not to interrupt service during extreme weather or when the customer is a participant in the medical alert program.
5. Suspension and Restoration of Service-The temporary suspension of water service for a period of less than sixty (60) days is prohibited. A fee of \$50.00 will be charged to the utility account if this service is provided.

INVOLUNTARY DISCONTINUANCE OF SERVICE

1. The Town may discontinue utility service for any one of the following reasons:
 - Failure of the customer to pay bills for utility service and garbage, as required in the Billing information section of this policy, continuance of the account being delinquent will result in the meter being removed.

- Failure of the customer to pay deposits as required or to increase deposits as required by the Town's deposit policy.
 - Upon discovery of meter tampering including bypassing the meter or altering its function.
 - Failure of the customer to permit Town employees access to their meters at all reasonable hours. Locked gates, loose dogs, parked cars over meters, etc. are violations of Town policy. Cars parked over meters will be towed at the owner's expense.
2. A courtesy call will be initiated for first time delinquent customers provided we have correct contact information. However, this does not alleviate the cutoff fee being charged to the account.
 3. Federal laws regarding bankruptcy require that the Town not alter, refuse, or disconnect service based solely on the basis of the beginning of bankruptcy proceedings based on the customer's failure to pay for pre-bankruptcy service, when a petition for bankruptcy has been filed. It is the customer's responsibility to provide the Town with any legal documents pertaining to bankruptcy.
 4. Partial payments are accepted on account; however, a partial payment does not waive an involuntary discontinuance of service. A partial payment is first applied to the oldest charges outstanding.
 5. Accounts subject to involuntary disconnection shall be assessed a cutoff fee of \$50.00 at 8:00 AM on the morning of the cutoff date. The cutoff fee can be released by the Town Manager or Finance Officer one (1) time if the customer has an excellent payment history and a valid reason for the delinquency. All past due balances must be paid before the cutoff date.
 6. Within three (3) days from the cut-off date, if the utility account is still delinquent, the Town will recheck the meter to see if it has been cut back on by the resident. If the meter has been cut back on, the Town will pull the meter at that time and apply the tampering fee to the account.

RECONNECTION

When it becomes necessary for the Town to discontinue services for any of the reasons listed above, service will be restored after payment of:

- All past due bills due to the Town including additional fees and charges required by this policy;
- Any deposit required;
- Any material and labor cost incurred by the Town according to the fee schedule.

After hours connection will not be made for any reason.

METERING GUIDELINES

METER READING

1. The Town's meters will be read by Town employees according to the Town's schedule. Reading dates will vary slightly from month to month due to weekends, holidays, weather conditions, and other factors. Monthly billing periods will be assumed to be 30 days, but may range from 27 to 33 days.
2. The Town's well-trained meter readers use modern meter reading equipment and techniques. If meter reading corrections are necessary, the Town will make the adjustments and a revised bill may be rendered upon request. A credit due to a customer from a meter reading error will be posted to the customer's account.

3. Weather conditions, such as snow and ice, may make meter reading impossible. In those circumstances, the Town will estimate utility usage based on a twelve (12) month average.

METER TAMPERING

1. Tampering with a meter or bypassing a meter is against N.C.G.S. 14-151.1. The Town may call for prosecution in cases of meter tampering, water theft, and fraud to the fullest extent of the law.
2. A service charge representing the Town's cost for the investigation and processing of a meter tampering case will be billed to the customer's account that benefited from the tampering.
3. Repair costs shall be billed to the customer. Any usage, reconnection fees, or other applicable fees will be added to the customer's utility account when the meter has been tampered with.

GARBAGE, REFUSE, AND RUBBISH

RECEPTACLES REQUIRED

1. Every person producing or accumulating refuse shall provide and keep on the premises occupied or used by him, refuse containers as supplied by the Town. The cost for such containers shall be governed by the Town's fee schedule.
2. A minimum of one (1) or a maximum of two (2) trash rollout containers are allowed at each residence. Each residence is also allowed one (1) recycling container. Multi-family dwellings shall be limited to no more than two (2) receptacles per dwelling unit.
3. Businesses shall obtain a refuse container as required by the Public Works Director or his designee.
4. It shall be unlawful for any person to deposit trash, refuse, waste, or any other materials which is not derived from the general operation of the business that the container is assigned to or owned by.

COLLECTION OF GARBAGE, REFUSE, AND RUBBISH

1. All refuse shall be picked up in accordance with the Town Code of Ordinances. Copies are available in the Town Hall.

PROFANE, INDECENT, AND THREATENING CALL

It is against N.C.G.S. 14-196 to use "profane, indecent, or threatening language to any persons over the telephone; annoying or harassing by repeated telephoning or making false statements over the telephone."

If a call of this nature is received, Town employees will do the following:

1. At the first profane or indecent word, ask the caller to please refrain from that type of language. If the profane or indecent language continues, politely inform the caller that if that type of language continues the call will be terminated. If the profane or indecent language continues, terminate that call by hanging up.

2. Document the occurrence including the caller's name, address, and telephone number, if known. Report the incident to their supervisor, including the above information.
3. If the calls continue, notify their supervisor. The Town employee may contact the Town of North Wilkesboro Police Department, if deemed necessary.

UTILITY DEPOSIT POLICY

The Town of North Wilkesboro's deposit policy is designed to assess the credit risk associated with all applications for new or continued service, while protecting the assets of our utility.

It is important that every employee of Town of North Wilkesboro understands and supports our policy of treating those customers who act responsibly and pay their bills on time with the respect their actions deserve. Likewise, we must also appreciate that it is not fair that those good-paying customers pay the financial burden of those who act irresponsibly and do not pay for their service as agreed. Thus, it is vital to our success that we adopt and strictly adhere to the policy of shifting the financial burden of potential bad debt away from our best customer to those who pose credit risk. This policy is aimed at accomplishing that task.

It is also important to note that most of our customers will be charged no deposit, because they pose little credit risk. Likewise, those customers who have not established credit or pose substantial credit risk deserve to bear the financial risk of providing service to them mitigated through a credit-based deposit policy that shifts the financial burden they may pose off of our best-paying customers onto those who do, in fact, pose a risk.

This policy is based upon the use of a new, technology-based screening tool called the ONLINE Utility Exchange to assess credit risk at the point of application and charge deposits only to those potential customers and existing customers who pose credit risk. The Town will use ONLINE Utility Exchange to verify each applicant for utility service's identity and to determine their deposit amount.

Deposit Criteria

The Town of North Wilkesboro shall consider the status of the applicant and act according to the following criteria:

Residential Service Applicants

1. New-service applicants who pose no credit risk (Green Light returned on the ONLINE Utility Exchange) will be charged no deposit.
2. New-service applicants who pose minimal risk (Yellow Light returned on the ONLINE Utility Exchange) will be charged a deposit of \$75.00
3. New-service applicants who pose substantial credit risk (Red Light returned on the ONLINE Utility Exchange) will be charged a deposit of \$100.
4. A customer who has had service terminated or has an unpaid utility bill returned by the ONLINE Utility Exchange shall pay a maximum deposit.
5. A service applicant who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, or belonging to a person other than the applicant, or is fraudulent, shall be denied service until a verifiable social security number is provided or the applicant is able to verify their identity in some other way. Verifying identity will be governed by the Town's Identity Theft Prevention Policy. In addition, providing fraudulent social security numbers is considered a Red Flag

by the Town and the Town's Red Flag Response policy shall be initiated. All fraudulent social security numbers shall be reported to law enforcement, specifically the North Wilkesboro Police Department.

6. Town of North Wilkesboro cannot demand that an applicant provide their social security number as a requirement for service. However, it is our policy that applicants who refuse to provide their social security number pose a greater credit risk and shall be charged the maximum deposit.

Commercial Applicants

1. Commercial applicant's deposit will be determined in the following manner:

- A. Sole proprietorships will have an ONLINE Utility Exchange report pulled on the sole proprietor and charged the corresponding deposit.
- B. Partnerships, Limited Liability Companies (LLC) and Limited Liability Partnerships (LLP) that are less than one year old will have an the ONLINE Utility Exchange Report pulled on the managing partner or managing director, as appropriate, and the corresponding deposit will be charged. If the entity is over one- year-old, an IntelliScore Report will be pulled and a deposit charged as described in paragraph 2 below.
- C. Commercial applicants who are corporations, regardless of whether they are Subchapter S or full "C" Corporations, or any corporation that has a corporate headquarters outside of our service area (foreign corporation), shall have their credit risk based upon the ONLINE Utility Exchange's Business Profile Report and IntelliScore Report.
 - i. If there are no negative trade items or indications of risk, the deposit shall reflect the IntelliScore risk as described in paragraph 2 below.
 - ii. If the Business Profile Report OR IntelliScore Report indicates credit risk, the customer will be referred to commercial rates for their deposit to be determined.
 - iii. Any commercial customer who bills in excess of \$2,000 per month will have their deposit determined by commercial rates.

2. The ONLINE Utility Exchange's Business IntelliScore reports.

- A. Commercial applicants who pose low risk and display an IntelliScore of 80 to 100 shall pay a deposit of \$75.00.
- B. Commercial applicants who pose a medium credit risk and display an IntelliScore score of 70 to 79 shall pay a deposit of \$100.00.
- C. Commercial applicants who pose a moderate credit risk and display an IntelliScore score of 69 or lower shall pay a deposit of \$150.00.

Deposit Duration

The Town of North Wilkesboro will return a customer's deposit after the customer has requested that their service be disconnected and after the deposit has been applied to the final bill. If there is any amount remaining, it will be returned to the customer.

General

1. Deposits are required to be paid prior to the time a connect order is issued.
2. Deposits are not transferable from one service address to another.
3. Upon termination of service, the deposit will be applied against any unpaid balance.
4. Any remaining balance will be returned to the consumer.
5. Customers who terminate service and have an unpaid balance that is delinquent by more than 30 days from their final bill date shall not be entitled to interest or any other privileges.

Deposit Receipt

A receipt of deposit shall be issued to each customer from whom a cash deposit is received, or by any other method of payment if the applicant requests a deposit.

Methods of Payment

It is required that Town of North Wilkesboro collect all monies owed (service charges and deposits) on the account after a deposit decision has been made and prior to the connection of service.

1. Monies on the charges settled between the service rep and the customer must be paid before connection via any of the four payment methods:
 - A. Coming in the office
 - B. Check via Mail
 - C. Making Payment via the Internet
 - D. Making payment over the phone by credit card.
2. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.
3. Where a customer has been required to make a guaranteed deposit, that deposit shall not relieve the customer of the obligation to pay the service bill when due, but where such deposit has been made and service has been disconnected because of nonpayment of account, then unless the customer shall, within 30 days after service has been disconnected, apply for reconnection of service and pay the account, the account may be discontinued. If the utility discontinues the account, the utility shall apply the deposit of such customer toward the discharge of such account and shall refund to the customer any excess. In the event that a Balance remains on the account, the Town of North Wilkesboro will begin Collection Activities (see Delinquent Accounts/ Collection Activities).

Interest on Deposits

The Town of North Wilkesboro does not pay interest on deposits.

Unclaimed Deposits

According to N.C.G.S. 116B, any customer deposits, credits, or other property held to secure payment for utilities that are unclaimed for one (1) year or more are considered abandoned property and will be subject to the unclaimed property requirements. Upon discontinuance of utility services, a valid forwarding address should be given to the Town for possible refund of deposits or credits on the utility account. All unclaimed customer deposits and credits, regardless of the amount, are subject to the custody and control of the State of North Carolina. Prior to November 1st of each year the Town will file a report accounting for all escheatable property with the Escheats Office within the Department of the State Treasurer. A check in the amount of the property listed should accompany the report.

Record Keeping

Each utility shall keep records to show:

1. The name, address and social security number of each depositor
2. The amount and date of the deposit.

3. The last transaction concerning the deposits

Delinquent Accounts/ Collection Activities

The Town will collect delinquent accounts under the terms of its customer service policy.

SPRING LITTER SWEEP 2010
BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA
A PROCLAMATION

WHEREAS, the North Carolina Department of Transportation annually organizes a statewide spring roadside cleanup to guarantee clean and beautiful roads in North Carolina; and

WHEREAS, a spring 2010 *LITTER SWEEP* roadside cleanup will take place April 17-May1, 2010, and encourage local governments, businesses, civic and professional groups, schools, families and individual citizens to participate in the Department of Transportation cleanup by sponsoring and organizing local roadside cleanups; and

WHEREAS, Adopt-A-Highway volunteers, Department of Transportation employees, Department of Correction inmates and community service workers, local government agencies, community leaders, civic and community organizations, businesses, churches, schools, and environmentally concerned citizens conduct annual local cleanups during *LITTER SWEEP* and may receive certificates of appreciate for their participation; and

WHEREAS, the great natural beauty of our state and a clean environment are sources of great pride for all North Carolinians, attracting tourists and aiding in recruiting new industries; and

WHEREAS, the cleanup will increase awareness of the need for cleaner roadsides, emphasize the importance of not littering, and encourage recycling of solid wastes; and

WHEREAS, the 2010 LITTER SWEEP cleanup will celebrate the 22nd Anniversary of the North Carolina Adopt-A-Highway program and its 5,750 volunteer groups that donate their labor and time year round to keep our roadsides clean;

WHEREAS, the “LITTER SWEEP” cleanup will be a part of educating the children of this great state regarding the importance of a clean environment to the quality of life in North Carolina;

NOW, THEREFORE, I, BEVERLY EAVES PERDUE, Governor of the State of North Carolina, do hereby proclaim April 17-May 1, 2010, as “LITTER SWEEP” time in North Carolina, and encourage citizens in all 100 counties to take an active role in making their communities cleaner.

/s/ BEVERLY EAVES PERDUE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of North Carolina at the Capitol in Raleigh this tenth day of January in the year of our Lord, two thousand and eight, and of the Independence of the United States of America the two hundred and thirty-second.

WHEREAS, Chapter 18B of the North Carolina General Statutes addresses the regulation of alcoholic beverages in our state; and

WHEREAS, current North Carolina law establishes a uniform system of control over the sale, purchase, transportation, manufacture, consumption and possession of alcoholic beverages in North Carolina; and

WHEREAS, local government control is central to the current alcoholic beverage control system; it is a local decision to establish and operate ABC stores, and local government, acting through an appointed local ABC Board, balances the control, profits and availability of spirits in its jurisdiction; and

WHEREAS, when local voters approved liquor sales for off-premises consumption, the voters did not vote to allow liquor to be sold in private retail establishments, but only through publicly controlled local ABC stores; and

WHEREAS, current law provides that profits from ABC store sales are returned to local government, and this revenue stream is a critical source of local government funding; and

WHEREAS, it is a priority to maintain current sources of revenue, especially in the current challenging economic times; and

NOW, THEREFORE, BE IT RESOLVED that the North Wilkesboro Board of Commissioners does hereby support the continuance of the Alcoholic Beverage Control System, and opposes any efforts to privatize the ABC system, diminish local control or to diminish the local government revenue stream afforded from local ABC store profits.

Adopted this 6th day of April, 2010.

s/s Robert L. Johnson, MAYOR

Attest:

/s/ Kay F. Minton, Town Clerk

There were two additions to the agenda: (9a. Resolution in support of Main Street Solutions grant, 9b. Wilkes County Disc Golf Club Agreement. With the two additions, Commissioner Hall made a motion to approve the agenda. Motion was seconded by Commissioner Ferguson and unanimously carried.

There was no one who wished to speak during the public comments portion of the meeting.

WRMC CEO Gene Faile and CFO Marlin Markham were present to give a hospital report update and to present the September 30, 2009 Hospital Audit Report. Hospital Board Chairman Arnold Lakey and Hospital Board Member Larry Farthing also attended the meeting. Faile reported on various topics to include physician growth and recruitment, out-patient endoscopy now available, Chief Nursing Officer Sandy Shepherd appointed, expansion of the emergency department, employee satisfaction, physician needs assessment and satisfaction survey, new services (telestroke program, in-patient dialysis and new urgent care facility coming soon). CFO Marlin Markham reviewed the audit report with the board. The hospital made a profit for the first time in several years. Mayor Johnson complimented the Hospital Board and staff for all their hard work.

Historic Downtown Executive Director Laura Blackburn and Town Manager Hank Perkins advised the board that the plan to seek funding for the Southern Railway depot renovation did not work out. Perkins explained

that \$300,000 in grant funding is available from Main Street Solutions and that Ms. Blackburn wished to apply for the grant. The grant would be used to erect a cover down the center of the parking deck lot, approximately 80 feet in length, for vendors to use as a farmers' market. The lot can still be utilized by the public during the week. Perkins stated the estimated cost for the cover is \$120,000 and the grant requires a 50% match. The deadline for the grant application is April 15 and the grant will be awarded in June. Commissioner Baugham made a motion to support this effort. Motion was seconded by Commissioner Hall and unanimously carried.

TOWN OF NORTH WILKESBORO
RESOLUTION
IN SUPPORT OF THE 2010 MAIN STREET
SOLUTIONS FUND GRANT APPLICATION

WHEREAS, the Town of North Wilkesboro and Historic Downtown North Wilkesboro are linked as a community; and

WHEREAS, the Town of North Wilkesboro and Historic Downtown North Wilkesboro are designated as a North Carolina Main Street Community;

WHEREAS, the Town of North Wilkesboro and Historic Downtown North Wilkesboro intend to request grant assistance from the 2010 Main Street Solutions Fund Grant;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS OF THE TOWN OF NORTH WILKESBORO:

That the Town of North Wilkesboro and Historic Downtown North Wilkesboro understand the responsibilities and benefits of receiving the 2010 Main Street Solutions Fund Grant.

That the Town of North Wilkesboro will provide for efficient operation and maintenance of the demonstration project.

That the Town of North Wilkesboro and Historic Downtown North Wilkesboro are committed to creating and retaining jobs, encouraging private support, and providing economic development.

That the Town of North Wilkesboro supports the joint application of North Wilkesboro and Historic Downtown North Wilkesboro in the 2010 Main Street Solutions Fund Grant.

Adopted this the 6th day of April, 2010, at North Wilkesboro, North Carolina.

TOWN OF NORTH WILKESBORO

/s/ Robert L. Johnson, MAYOR

ATTEST:

/s/ Kay F. Minton, Town Clerk

Manager Perkins presented an Agreement between the Town and Wilkes County Disc Golf Club to allow the use of Highland Park to build and maintain a disc golf course for the use of the Club and the general public. Club representatives Lance McLean and Tracy Hoffemeier were present to speak on behalf of the Club. Perkins advised that specifics pertaining to the insurance provisions may need to be changed and he asked to be authorized

by the Board to modify the Agreement as allowed in section #16, if needed. Commissioner Baugham made a motion to accept the Agreement and allow the town manager to modify insurance requirement modifications, if needed. Motion was seconded by Commissioner Ferguson and unanimously carried.

NORTH CAROLINA

AGREEMENT

WILKES COUNTY

THIS AGREEMENT is made and entered into as of the day of April, 2010, by and between the TOWN OF NORTH WILKESBORO, a municipal corporation, (“Town”), and WILKES COUNTY DISC GOLF CLUB, INC., a North Carolina non-profit corporation, (“Club”).

W I T N E S S E T H:

For and in consideration of the premises and the mutual covenants contained herein, the sufficiency of which is acknowledged by all parties, the Town and Club agree as follows:

1. Description of Premises. Town hereby agrees that Club shall use and maintain, without costs, the Town’s property known as “Highland Park Recreation Park” for the purpose of building and maintaining a disc golf course for the use of the Club and the general public.

2. Term. The initial term of this Agreement shall begin upon its execution and shall extend through December 31, 2015. The Club has the option to extend the term of this Agreement for two additional five-year periods, provided that Club gives written notice of its intent to exercise the option prior to ninety (90) days before the expiration of the then current term. This Agreement may be extended or renewed thereafter with the written consent of both parties.

3. Alterations and Improvements. Club shall have the right to make alterations and improvements to Town’s property, with the consent of Town, and said alterations and improvements shall be done for the purposes set out herein.

4. Use of Premises. The purpose of this Agreement is for the Club to provide a facility for the use of “disc golf” and to be used pursuant to the rules and regulations set out by the Club. The hours of operation shall be from 6:00 a.m. until dusk, except for special events designated by the Club. The use of the premises shall not interfere with the use by the general public of the Park and its facilities. The Town shall approve all signage located on the premises and Club shall be responsible for the posting of the Club’s rules of operation and disclaimers such as “play at your own risk”. The Club is and will continue to be a non-profit corporation and shall not charge for a “playing fee” to participants, except for tournament events.

5. Club’s Covenant of Repair and Maintenance. The Club shall be, at its own expense, responsible for the construction, maintenance and upkeep of the premises, including clean up after normal use and tournament play. At the end of the term of this Agreement, Club shall return the premises to Town in as good condition as they were when received and immediately restore the premises to substantially the same condition as they were when received by Club, including the removal of all equipment, goals, obstructions and materials used for the purpose set out herein.

6. Utilities. Club shall pay for all utilities or services used for the purposes set for herein.

7. Damage or Destruction of Premises. If the premises are destroyed or unfit for use or occupancy by fire or other casualty the Agreement shall terminate.

8. Liability. The Club assumes all liability for any damages to property or injury that may arise out of the use of the premises by it. The Club agrees to save harmless, protect and defend Town from any such damages that may occur.

9. Liability Insurance. At all times during the term of this Agreement, Club, shall at its own expense, keep in force public liability insurance with such companies as shall be commercially reasonable and naming the Town as an additional insured. The amounts of such coverage shall be at least \$1,000,000.00 with respect to bodily injury or death of one person as a result of any one accident. The Club shall furnish to the Town copies of policies or certificates of insurance evidencing the required coverage and naming the Town as an additional insured under such policies, prior to the beginning date and thereafter prior to each policy renewal date. All policies required hereunder shall contain a provision whereby the insurer is not allowed to cancel or materially change the coverage without first giving thirty (30) days written notice to the Town.

10. Events of Default and Town's Remedies. This Agreement is made upon the express condition that if the Club shall neglect to keep and fulfill any of the covenants and agreements herein provided on its part to be kept and fulfilled the Town shall have the right to terminate this Agreement upon providing 60 days notice to the Club. The Town shall further have the right to terminate this Agreement if the Town deems the premises are necessary to be used for any governmental function or use.

11. Covenant of Quiet Enjoyment. Town has the right and authority to enter into this Agreement and Club shall peacefully and quietly hold and enjoy the premises for the full term hereof so long as it does not default in the performance of any of the terms hereof.

12. Right of Termination. Both parties have the right to terminate this Agreement at any time during the initial term or any option terms upon giving 90 days written notice.

13. Notices. Any notice allowed or required by this Agreement shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and address as follows:

To Town: The Town of North Wilkesboro
 Attn.: Town Manager
 P.O. Box 218
 North Wilkesboro, NC 28659

To Club: Wilkes County Disc Golf Club, Inc.
 P. O. Box 762
 Millers Creek, NC 28651

14. Right of Inspection. Town or its representative shall have the right to enter the premises at any time, for purposes of inspecting the premises to insure compliance with the covenants contained in this Agreement. In the event that there are locks located on the premises, Club shall provide Town keys.

15. Assignment. Club may not assign the Agreement without the express written consent of the Town.

16. Miscellaneous. This Agreement contains the entire agreement between the parties, and may not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names pursuant to authority duly given, in duplicate originals, on the day and year first above written.

TOWN OF NORTH WILKESBORO

By: /s/ Robert L. Johnson, MAYOR

WILKES COUNTY DISC GOLF CLUB

By: _____

Mayor Johnson declared the meeting open for the purpose of holding a public hearing to consider zoning property recently annexed on Hwy. 268 owned by Ron Anderson as Highway Business (HB). Planning Director Joshua Harrold presented the zoning request on behalf of Mr. Anderson. There being no one who wished to speak regarding the zoning, Mayor Johnson declared the public hearing closed. Commissioner Elmore made a motion to zone the property. Motion was seconded by Commissioner Baugham and unanimously carried.

AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE TOWN OF NORTH WILKESBORO

Whereas, Ron Anderson did petition the Town of North Wilkesboro to zone certain property hereinafter described from no zoning to (HB) Highway Business, and

Whereas, the North Wilkesboro Planning Board being the Zoning Commission for the Town of North Wilkesboro, upon consideration of this petition did unanimously recommend to the Board of Commissioners of the Town of North Wilkesboro that the petition be granted, and

Whereas, notice of a public hearing was published once a week for two (2) successive calendar weeks in the Journal-Patriot, a newspaper of general circulation in the Town of North Wilkesboro, and whereas the owners of all parcels of land abutting the property herein rezoned were mailed a notice of the proposed rezoning by first-class mail at the last address listed for such owners on the county tax abstracts, and

Whereas, a public hearing to consider this petition was held by the Board of Commissioners of the Town of North Wilkesboro at the Town Hall in North Wilkesboro, North Carolina at 7:00 o'clock p.m. on Tuesday, April 6, 2010;

Whereas, the Board of Commissioners of the Town of North Wilkesboro voted unanimously to grant the relief prayed for in the petition;

NOW THEREFORE, be it ordained by the Board of Commissioners of the Town of North Wilkesboro in regular session assembled.

1. The Zoning Ordinance of the Town of North Wilkesboro is hereby amended by zoning the property, hereinafter described to (HB) Highway Business District. The property zoned by this amendment to the Zoning Ordinance of the Town of North Wilkesboro is described as follows: 2.34 acres located at 2551 Elkin Highway, Parcel ID #140083.

2. The proposed classification was consistent with the Town’s Comprehensive Plan, was consistent with the overall character of existing development in the immediate vicinity of the subject property, had adequate availability of public facilities and services, and would not adversely affect any environmental, historical or cultural resource.

3. This ordinance shall be in full force and effect from and after its date of adoption.

Adopted this 6th day of April, 2010.

TOWN OF NORTH WILKESBORO

Robert L. Johnson, MAYOR

ATTEST:

Kay F. Minton, Town Clerk

Mayor Johnson declared the meeting open for the purpose of holding a public hearing to amend the zoning ordinance pertaining to electronic gaming operations. Planning Director Joshua Harrold presented the request to the Board. There being no one who wished to speak regarding the zoning, Mayor Johnson declared the public hearing closed. Commissioner Baugham made a motion to accept these recommendations. Motion was seconded by Commissioner Elmore and unanimously carried.

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE TOWN OF NORTH WILKESBORO

BE IT ORDAINED, by the Board of Commissioners of the Town of North Wilkesboro in Regular Session assembled, that the Zoning Ordinance of the Town of North Wilkesboro be amended by adding the underlined sections to read as follows:

Article V Rules of Construction, etc.

5.3 Definitions

ELECTRONIC GAMING OPERATIONS. Any business enterprise, whether as a principal or an accessory use, where persons utilize electronic machines, including but not limited to computers and gaming terminals, to conduct games of chance and where cash, merchandise, or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. This term includes but is not limited to internet cafes, internet sweepstakes, or cyber cafés. This does not include any lottery approved by the State of North Carolina.

Article XI Zoning Districts

6.7 Table of Uses

Commercial Uses	R20	R10	R6	MF- CD	OI	NB	CBD	GB	HB	LI	GI	AO	WSO	FPO	CONDITIO NS
<u>Electronic Gaming Operations</u>	-	-	-	-	-	-	-	-	<u>P/</u> <u>C</u>	-	-	U	U	U	<u>11.2-9</u>

Article XI. Additional Conditions for Certain Uses.

11.2 COMMERCIAL USES

11.2-9 Electronic Gaming Operations

- (A) The days and hours of operation shall be between:
 - (1) Monday through Thursday: 7:00 am to 11:00 pm
 - (2) Friday through Saturday: 7:00 am to 12:00 midnight
 - (3) Sunday: 1:00 pm to 8:00 pm
- (B) No play on any game shall be allowed during the times when the electronic gaming operations are required to remain closed.
- (C) All electronic gaming operations shall be operated only on the ground floor of a building, and plate glass windows shall be in those parts of the building facing any street, so that a clear view inside may be had from the street.
- (D) No screens, curtains, blinds, partitions, or other obstructions shall be placed between the entrance to the room where games are played and the rear wall of the room, so that a clear view of the interior may be had from the street.
- (E) No loud noises shall be allowed to emanate beyond the licensed premises.
- (F) There must be an adult, 18 years of age or older, managing the business on the premises at all times during the hours of operation.
- (G) The maximum number of machines/terminals/computers for any electronic gaming operations business is twenty (20).
- (H) No alcoholic beverages shall be served or consumed on the premises of the electronic gaming operation.
- (I) No electronic gaming operation shall be located within one thousand five hundred feet (determined by a straight line and not a street distance) of the closest boundary line of any residential zoning district, or of any point on the closest property line of any church, school, day care, public park, residence or playground as measured by a horizontal, straight line distance from the close point on the closest boundary line of the property occupied by the electronic gaming operation.
- (J) No electronic gaming operation shall be located within one thousand five hundred feet (determined by a straight line and not a street distance) of any other electronic gaming operation as measured by a horizontal, straight line distance from the closest point on the closest boundary line of the property occupied by each.

Approved by the North Wilkesboro Board of Commissioners on this the 6th day of April, 2010.

Robert L. Johnson, MAYOR

ATTEST:

Kay Minton, TOWN CLERK

Town Manager Perkins presented an Ordinance to amend the Town Charter of the Town of North Wilkesboro to place the Police Department under the administration of the Town Manager rather than the Mayor and Board of Commissioners. Perkins advised that the public hearing was held that this was the next step. Commissioner Baugham made a motion to approve the Charter amendments. Motion was seconded by Commissioner Hayes. Commissioner Hall stated that he voted against the charter amendment for several reasons. He stated that he could see both the pros and the cons, but he personally felt the cons outweigh the pros. Mayor Johnson stated he too was in favor of leaving the charter as it was currently. The Mayor then called for a vote on the motion. Commissioners Baugham, Hayes, Ferguson and Elmore voted in favor of the motion. Commissioner Hall voted against. Motion carried by a vote of 4-1. Town Attorney Gary Vannoy advised that the charter amendments and town code amendments would go into effect 30 days after the advertisement is published advising that an ordinance amending the Town Charter had been adopted.

AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION) AND
CHAPTER 14 (POLICE DEPARTMENT) OF THE
TOWN CODE OF THE TOWN OF NORTH WILKESBORO

BE IT ORDAINED, by the Board of Commissioners of the Town of North Wilkesboro in Regular Session assembled, that Chapter 2 (Administration) and Chapter 14 (Police Department) of the Town Code of the Town of North Wilkesboro, be amended to read as follows:

CHAPTER 2, ADMINISTRATION
ARTICLE III, Town Officers and Employees
Division 2. Specific Officers

2-40.4 Same – Powers and duties.

The Town Manager shall perform the following duties:

- (a) He shall appoint and suspend or remove all town officers and employees not elected by the people and whose appointment or removal is not otherwise provided for by law, except the town attorney ~~and the employees of the police department~~, in accordance with such general personnel rules, regulations, policies or ordinances as the board of commissioners may adopt.
- (b) He shall direct and supervise the administration of all departments, offices and agencies of the town, ~~except the police department~~, subject to the general direction and control of the board of commissioners, except as otherwise provided by law. ~~The police department shall remain under the control and supervision of the board of commissioners and mayor to the same extent and in the same manner as now provided in the Town Charter.~~
- (c) He shall see that all laws of the State, the town charter, and the ordinances, resolutions, and regulations of the board are faithfully executed within the town.
- (~~e~~) (d) He shall attend all meetings of the board of commissioners, unless excused therefrom, and shall recommend any measures that he deems expedient.
- (~~d~~) (e) He shall prepare and submit the annual budget and capital programs to the board of commissioners.
- (~~e~~) (f) He shall keep the board of commissioners fully advised as to the financial condition of the town and shall annually submit to the board of commissioners, and make available to the public, a complete report on the finances and administrative activities of the town as of the end of the fiscal year.

(f) (g) He shall make any other reports that the board of commissioners may require concerning the operations of the town departments, offices and agencies subject to his direction and control.

(g) (h) He shall perform any other duties that may be required or authorized by the board of commissioners.

CHAPTER 14 – POLICE DEPARTMENT
ARTICLE 1, IN GENERAL

14-1. Composition and organization of department – Chief of police – Chain of Command

- (a) The police department shall consist of such regular, auxiliary and special members and such quarters, vehicles, equipment and other property as may from time to time be authorized by the board of commissioners.
- (b) The organizations of the police department shall be as provided by regulations adopted pursuant to Section 14-3
- (c) The chief of police, under the general supervision of the ~~police committee of the board of commissioners~~ town manager, shall have direct control of the members and property of the police department and shall be in command of the members. Members of the police department shall assume command in order of rank, as prescribed in departmental rules and regulations.

14-2. Additional duties of chief of police.

In addition to his duties as commanding officer of the police department, the chief of police shall perform all duties prescribed for him by this Code and other ordinances and by the General Statutes of North Carolina.

~~14-3. Rules and Regulations~~

~~The police committee of the board of commissioners, in consultation with the chief of police shall prepare rules and regulations for the government of the police department and the personnel thereof. Such rules and regulations, which may be amended from time to time, shall be submitted to the board of commissioners for approval. It is unlawful for any member of the police department to violate any such rule or regulations which has been approved by resolution of the board of commissioners and placed on file in the office of the town clerk; and a copy of all such approved rules and regulations shall also be placed on file at the police headquarters.~~

Approved this the 6th day of April, 2010.

/s/ Robert L. Johnson, MAYOR

ATTEST:

/s/ Kay F. Minton, Town Clerk

Town Manager Perkins presented a Resolution to amend the Town's Personnel Policy and Police Chief job description to reflect the Charter change. Commissioner Ferguson made a motion to approve the Ordinance amending specific sections in the Town Code to reflect the Charter changes. Commissioner Hayes seconded the motion. Motion unanimously carried. *(The revised Personnel Policy and job description are on file in the office of the Town Clerk.)*

