

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, January 5, 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. Commissioner Baugham delivered the Invocation and Police Chief Randy Rhodes 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 December 8, 2009 Regular Meeting.
- b. Approval to reschedule January work session from Thursday, January 21 to Tuesday, January 19.

There was one addition to the agenda: (Item 9c) to amend town’s Fee Schedule. Commissioner Baugham made a motion to add this item to the agenda. Motion was seconded by Commissioner Hall and unanimously carried. Commissioner Baugham then made a motion to approve the agenda. Motion was seconded by Commissioner Ferguson and unanimously carried.

Mayor Johnson declared the meeting open for the purpose of holding a public hearing to consider amendments to Sections 6.7, 10.5 and 11.9 of the Town’s Zoning Ordinance. Planning Director Joshua Harrold explained that Section 6.7 would amend the table of uses to add a line item entitled, POD or temporary storage units and would enable the town to regulate these units more closely. Section 10.5 would add to the sign ordinance to allow for free-standing signs in three residential zoning districts and Section 11.9 gives the definition of POD’s or temporary storage units and how to regulate them. Commissioner Hall questioned if there would be a fee for a permit issued by the Planning Board for an extension of time for the POD’s to remain on the property. Harrold advised that a fee had not been set. Commissioner Hayes requested that the word “total” be removed under Section 11.9-3(b)(1) when referring to a “total” remodel since the definition of total is not defined in the zoning ordinance. There being no one who wished to speak on this matter, Mayor Johnson declared the public hearing closed. Commissioner Elmore made a motion that we accept the changes to Section 6.7 Table of Uses, Section 10.5 and 11.9-3 with the addition of taking out the word “total” in 11.9-3(B)(1). Commissioner Ferguson seconded the motion. Motion 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 as follows:

Section 6.7 Tables of Uses

Add POD's or temporary storage units to the existing Table of Uses as underlined (see Exhibit A).

Section 11.9-3 POD's or temporary storage units

Add this new section as underlined (see Exhibit A).

Section 10.5 Permanent Signs by Zoning District

Add "freestanding" sign type in MF-CD Zoning District as underlined (see Exhibit B).

This the 5th day of January, 2009.

/s/ Robert L. Johnson, MAYOR

ATTEST:

/s/ Kay F. Minton, Town Clerk

EXHIBIT A

6.7 Table of Uses

Miscellaneous Uses	R20	R10	R6	MF-CD	OI	NB	CBD	GB	HB	LI	GI	AO	WSO	FPO	CONDITIONS
Airports	S	-	-	-	-	-	-	-	-	S	S	U	U	U	
Fairgrounds	-	-	-	-	-	-	-	-	P/C	-	-	U	U	U	11.9-1
Hazardous waste management facility	-	-	-	-	-	-	-	-	-	-	-	U	U	U	
Heliport	-	-	-	-	P/C	-	-	-	-	P/C	P/C	U	U	U	11.9-2
<u>POD's or temporary storage units</u>	<u>P/C</u>	<u>P/C</u>	<u>P/C</u>	-	-	-	-	<u>P/C</u>	<u>P/C</u>	<u>P/C</u>	<u>P/C</u>	<u>U</u>	<u>U</u>	<u>U</u>	<u>11.9-3</u>
Recycling center	-	-	-	-	-	-	-	-	-	P	P	U	U	-	

11.9 Miscellaneous Uses.

11.9-3 POD's or temporary storage units

(A) POD's or temporary storage units placed on sites for a period of time less than 7 days shall not require a permit.

(B) A temporary permit may be issued by the Zoning Administrator allowing a storage trailer to be placed on the property of a residence or business for the sole purpose of storing household or business goods provided that:

- (1) the residence or business is undergoing ~~total~~ remodeling or moving to another location;
- (2) the storage trailer may not be used for living quarters;
- (3) the portable storage units are no larger than to sixteen (16) feet in length, eight (8) feet in width, and eight (8) feet in height;
- (4) the site shall have no more than two (2) storage units; and
- (5) the permit may not be issued for a period longer than three (3) months but may be extended by the written approval of the Planning Board if valid reasons are given to merit such an extension.

EXHIBIT B

10.5 Permanent Signs by Zoning District.

Signs shall be permitted and prohibited within certain zoning districts as follows:

Permanent Signs By Sign Type and Zoning District

SIGN TYPE	R-20	R-10	R-6	MF-CD	OI	NB	CBD	GB	HB	LI	GI
Canopy/Awning	-	-	-	-	S	S	S	S	S	S	S
Directional/Incidental ¹	P	P	P	P	P	P	P	P	P	P	P
Directory	-	-	-	-	S	S	S	S	S	S	S
Flag	P	P	P	P	P	P	P	P	P	P	P
Freestanding	S ²	S ²	S ²	-	-	-	-	S	S	S	S
Marquee	-	-	-	-	-	-	S	-	-	-	-
Monument	S	S	S	S	S	S	S	S	S	S	S
Billboard/Outdoor Advertising	-	-	-	-	-	-	-	-	S	S	S
Planned Development	S	S	S	S	S	S	S	S	S	S	S
Portable	-	-	-	-	P	-	-	P	P	P	P
Projecting	-	-	-	-	-	-	S	-	-	-	-
Suspended	-	-	-	-	-	-	S	S	S	-	-
Wall	S	S	S	S	S	S	S	S	S	S	S
Window	-	-	-	P	P	P	P	P	P	P	P

¹ Some signs in this category may be permitted without a permit
² Only permitted for nonconforming businesses zoned residential
P = permitted without a permit
S = Permitted only upon issuance of a valid sign permit
“-“ = not permitted
Sign types not specifically listed in this table are not permitted

Mr. Harrold presented amendments to the zoning ordinance; Sections 10.4 dealing with multi-tenant signage, allowing for an increase in the amount of ground-mounted signage allowed for individual zoning lots in excess of twenty-five acres, and Section 10.5 to allow for freestanding signs in multi-family conditional zoning

districts. Mayor Johnson asked for a motion for a public hearing to amend Sections 10.4 and 10.5 of the zoning ordinance. Commissioner Ferguson made the motion. Motion was seconded by Commissioner Hayes and unanimously carried. *(The public hearing to be held on Tuesday, February 2, 2010 at 7:00 p.m.)*

Mr. Harrold presented an ordinance to amend specific conditions that were placed on the conditional district rezoning of the old Wilkes Hosiery Mill property to allow them to place a freestanding sign rather than a monument-type sign. Commissioner Hall made a motion to amend the ordinance. Motion was seconded by Commissioner Baugham and unanimously carried.

AN ORDINANCE TO AMEND AN ORDINANCE
ADOPTED ON JUNE 26, 2008 FOR
THE OLD WILKES HOSIERY MILL

BE IT RESOLVED, by the Board of Commissioners of the Town of North Wilkesboro, that item #6 in an Ordinance adopted on June 26, 2008 for the old Wilkes Hosiery Mill, is hereby amended to read as follows:

6. The property may have 2 signs facing each public street. Each shall be a monument or freestanding type sign and each shall be less than 30 square feet.

This the 5th day of January, 2010.

/s/ Robert L. Johnson, MAYOR

ATTEST:

/s/ Kay F. Minton, Town Clerk

Town Manager Hank Perkins advised that the Public Utilities Director recommended that the fee schedule be amended for commercial sewer truck dumping fees by reducing the fee from \$50.00 per 1,000 gallons to \$30.00 per 1,000 gallons. He advised that other towns of similar size were polled and \$30.00 per 1,000 is more in-line with what other towns charge for the same service. Commissioner Baugham made a motion to recommend the fee schedule change. Commissioner Ferguson seconded the motion; motion unanimously carried.

Mr. Perkins presented an Inter-Governmental Agreement for the Yadkin River Greenway. Perkins stated that the original agreement was signed on May 8, 2000. At that time, it was specific to the first phase of the Greenway. He said since then, other parts of the Greenway have been piece milled and we continue to grow the Greenway as funding and ability permits. Instead of coming back and having to update the Agreement as additional areas of the Greenway are installed and constructed, he advised that this agreement would apply to the current Greenway and any future Greenways that may be added. He explained that each of the jurisdictions is responsible for maintenance, upkeep and security of the Greenway itself. Chief Rhodes reported that currently, only 25-30% of the Greenway is in North Wilkesboro and the majority of the general patrol is handled by North Wilkesboro and Wilkesboro. Commissioner Baugham made a motion to approve the Inter-Governmental Agreement for the Yadkin River Greenway. Motion was seconded by Commissioner Hayes and unanimously carried.

NORTH CAROLINA
WILKES COUNTY

INTER-GOVERNMENTAL AGREEMENT
YADKIN RIVER GREENWAY

(All Phases)

THIS INTER-GOVERNMENTAL AGREEMENT is made and entered into effective the 1st day of July, 2009, between the COUNTY OF WILKES, a body politic (hereinafter referred to as the “County”), the TOWN OF WILKESBORO, a municipal corporation (hereinafter referred to as “Wilkesboro” or “Town”), the TOWN OF NORTH WILKESBORO, a municipal corporation (hereinafter referred to as “North Wilkesboro” or “Town”), and THE YADKIN RIVER GREENWAY COUNCIL, INC. (hereinafter referred to as “the Council”);

W I T N E S S E T H:

THAT WHEREAS, the County, Wilkesboro, North Wilkesboro, and the Council entered into an Inter-Governmental Agreement for Phase I-A of the Yadkin River Greenway (hereinafter referred to as the “Greenway”) dated May 8, 2000, which governed the administration, construction, maintenance, funding, and security for users of Phase I-A of the Greenway; and

WHEREAS, said Inter-Governmental Agreement dated May 8, 2000, is still in effect for Phase I-A of the Greenway; and

WHEREAS, additional Phases of the Greenway have now been completed and more Phases are planned in conjunction with further expansion of the same; and

WHEREAS, the County, Wilkesboro, and North Wilkesboro (collectively referred to as the Jurisdictions) and the Council have agreed to assume those responsibilities regarding the administration, maintenance, and security for users of the Greenway as hereinafter set out; and

WHEREAS, all parties have agreed that said responsibilities shall apply to all Phases and portions of the Greenway, and that, for purposes of this Agreement, the term “Greenway” shall mean all Phases and portions of the Greenway, whether presently existing or hereafter completed;

NOW THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the others as herein provided, do covenant and agree as follows:

1. Each Jurisdiction shall be responsible for all user security as to those portions of the Greenway within its jurisdictional limits. Security shall be provided through the Sheriff’s Office or Police Department of each Jurisdiction, as the case may be; provided, that the same may be implemented by such mutual aid agreements as are entered into between the Wilkesboro Police Department, the North Wilkesboro Police Department, and the Wilkes County Sheriff’s Office.
2. Subject to the provisions of this paragraph 2, the County agrees to maintain all portions and Phases of the Greenway; provided, however, that the cost for said maintenance shall be divided between the three Jurisdictions on a pro-rata basis proportional to the area of the Greenway located within each Jurisdiction. The Managers of the three Jurisdictions shall be responsible for working out an arrangement whereunder Wilkesboro and North Wilkesboro reimburse the County for their respective shares of the cost of all maintenance performed by the County under this Agreement. The Managers of the three Jurisdictions shall further be authorized to enter into such agreements as they may deem advisable from time to time for maintenance of a particular portion or Phase of the Greenway to be performed by the Town in which said portion or Phase is located. In the event either Town incorporates a portion or Phase of the Greenway into its public park system, said Town shall be responsible for maintaining such portion or Phase and the County shall have no obligation to maintain the same.
3. Each Jurisdiction agrees to provide the other Jurisdictions with information regarding areas of the Greenway within their jurisdictional limits necessary for administration, maintenance, and security purposes, and to cooperate in all reasonable respects with the other Jurisdictions so as to facilitate each Jurisdiction’s compliance with its obligations under this Agreement.

4. Each Jurisdiction shall be responsible for any costs or damages associated with the acquisition and recording of Greenway easements within its jurisdictional limits. The County and the Council shall work together in negotiating and securing easements. In the event that condemnation is necessary to obtain an easement, then the County shall handle all necessary condemnation actions. Costs for the same shall be shared equally between the County and the Jurisdiction in which the condemned property is located. Notwithstanding the foregoing, no Greenway easement shall be negotiated, secured, condemned, or recorded without the consent of the Jurisdiction in which it is located.
5. The Jurisdictions shall each be responsible for the relocation or adjustment of all utilities within their jurisdictional limits occasioned by the acquisition of a Greenway easement or construction of a portion of the Greenway.
6. The County, by and with the consent of the Towns, may contract, hire, or utilize its own professional staff to further engineer and inspect the Greenway. The costs for the same shall be allocated equally between the County and Towns.
7. Each Jurisdiction shall be responsible for its share of general Greenway signage costs, pro-rated according to the respective amount of the Greenway in each Jurisdiction as of the time signs are purchased and posted.
8. All trash containers are to be emptied and maintained by the Jurisdiction in which they are located.
9. Upon annexation of any portion of the Greenway by either of the Towns, the annexing Town's obligations under this Agreement shall be adjusted accordingly.
10. Except in the case of grants or other assistance secured from or provided by sources other than the parties to this Agreement, each Jurisdiction shall be solely responsible for all costs incurred for any additional Greenway construction within its jurisdictional limits unless the parties shall agree otherwise in writing. Should a Jurisdiction utilize its own forces for construction or related work on any portion of the Greenway located within the jurisdictional limits of another Jurisdiction, the Jurisdiction performing such work shall be entitled to compensation from the other Jurisdiction for the cost of such work.
11. Each Jurisdiction shall be liable for any claims or damages arising out of the construction, maintenance, security, or use of the Greenway located within its jurisdictional limits, to the extent that such claims or damages are the proximate result of or proximately caused by the actionable negligence or intentional acts of such Jurisdiction. Each Jurisdiction agrees to indemnify and hold the other Jurisdictions and the Council harmless from and against any liability under this paragraph 11 arising within its jurisdictional limits, unless the same shall have resulted in whole or part from the negligence or intentional acts of one or more of the other Jurisdictions or the Council.
12. Each Jurisdiction agrees to cooperatively develop and promulgate regulations concerning the specific use of the Greenway within its jurisdictional limits consistent with the uses specified in this Agreement.
13. Unless the parties agree otherwise in writing, the Council will hold no legal title to any easements nor have legal authority to bind any Jurisdiction to any position or action, nor shall it be liable for any of the construction costs, nor shall it be liable to the public for maintenance or security. The Council and its members agree, upon the request of any other party to this Agreement, to provide expertise, guidance, labor, and supervision of the Greenway free of charge, to the extent the Council and its members can reasonably do so.

14. For purposes of this Agreement, the term “jurisdictional limits” shall, with respect to the Towns, mean their municipal boundaries and not their ETJ.
15. The term of this Agreement shall be for a period of one (1) year from the effective date hereof. Thereafter, this Agreement shall automatically continue to renew for successive one (1) year terms; provided, that any party may withdraw from this Agreement as of the expiration of a renewal term by providing written notice of the same to all other parties hereto, said notice to be given at least ninety (90) days prior to the expiration of the renewal term. Should the Council withdraw from this Agreement in accordance with the foregoing provisions, the Agreement shall continue in full force and effect as between the remaining parties unless they shall agree otherwise in writing. Should any of the Jurisdictions withdraw from this Agreement in accordance with the foregoing provisions, the Agreement shall, upon the effective date of said withdrawal, terminate as to the remaining parties unless they shall agree in writing to continue to be bound by the terms and provisions hereof.
16. In addition to the withdrawal provisions set forth in paragraph 15, the parties agree that, in the event the Council should dissolve as a corporation or otherwise cease to exist, this Agreement shall continue in full force and effect as between the remaining parties unless they shall agree otherwise in writing.
17. Any notice required or authorized under this Agreement shall be forwarded to the Manager of each Jurisdiction and to the Executive Director of the Council, at such address as they shall have provided to the other parties.
18. No party to this Agreement may assign or transfer its rights or obligations hereunder without the prior written consent of the other parties.
19. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
20. This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged in this Agreement and the same may not be changed orally, but only by an amendment in writing signed by both parties.

IN WITNESS WHEREOF this Agreement has been executed, in quadruplicate originals, the day and year above set out, on the part of each of the parties to this Agreement, with County or Town resolution duly given.

WILKES COUNTY:

By: _____
 Zach Henderson, Chairman
 Wilkes County Board of Commissioners

ATTEST:

 Alene E. Faw, Clerk

TOWN OF WILKESBORO:

By: _____
Mike Inscore, Mayor
Town of Wilkesboro

ATTEST:

Josephine Cass, Clerk

TOWN OF NORTH WILKESBORO:

By: _____
Robert Johnson, Mayor
Town of North Wilkesboro

ATTEST:

Kay Minton, Clerk

YADKIN RIVER GREENWAY COUNCIL, INC.

By: _____
, Chairman
Yadkin River Greenway Council

ATTEST:

, Secretary

Commissioner Baugham commented that in reviewing the Police Department report, the Police Department spent almost 2,000 hours at the hospital on commitments. He said he knew that the Board had talked about this over and over again, but something really needed to be done about this. Commissioner Ferguson advised that in the new hospital emergency room plans, there would be a special section for commitments.

Commissioner Hall made a motion to go into closed session on an economic development matter (G.S. 143-318.11(a)(4) at 7:23 p.m. After returning to open session at 8:34 p.m., Commissioner Hall made a motion to create a position of Business Support and Recruitment and Communications Officer at a salary grade 16 and authorize the Town Manager to advertise for this position. Motion was seconded by Commissioner Hayes. Those voting in favor of the motion: Commissioners Hall, Hayes and Elmore. Commissioners Ferguson and Baugham voted in opposition of the motion. Motion carried by a 3-2 vote. Mayor Johnson gave the Board members an opportunity to comment. Commissioner Hall stated that we (the board) have talked about doing this for a long time and he hated that it came down to a split vote. He said that has had people for a long time ask him what North Wilkesboro was doing as far as economic development. He said that he did not want anyone to think that the town is doing anything that is going to hamper the present EDC; he hoped this position, if filled, would compliment the EDC and he felt it would be a very positive move for North Wilkesboro. Commissioner Hayes commented that if the position is filled, it would have to compliment the EDC. Commissioner Elmore stated that he felt the community as a whole feels that we are in a hopeless situation, but we are trying to do everything we can to bring small businesses in and meet the needs of our community. He said the economy has changed to the point, that we may see a new economy come out in our town that is totally different from what we have seen before and this will

