

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, June 8, 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

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Mayor Johnson called the meeting to order at 7:00 p.m. Mayor Johnson delivered the Invocation. The Pledge of Allegiance was led by Retired Police Chief Randy Rhodes.

Mayor Johnson asked for a motion to approve the consent agenda. Town Manager Hank Perkins asked that one item be removed from the consent agenda; CPO Reddies River Intake Improvements and also replace Budget Amendment #3 handout with an amended Budget Amendment #3 handout. With those changes, Commissioner Hayes made a motion to approve the consent agenda. Motion was seconded by Commissioner Ferguson and unanimously carried. The consent agenda items, with changes, were as follows:

- a. Approval of the Minutes of the May 4, 2010 Regular Meeting.
- b. Approval of Block 46 Engineering Agreement.
- c. Approval of amended Customer Service Policy. (*Amended Policy is on file in the office of the Town Clerk*).
- d. Approval of Capital Project Ordinances and budget amendment as follows:
  - CPO Downtown Streetscape facility
  - CPO Block 46
  - CPO Leak Detection Study/Stem Analysis
  - Budget Amendment #3
- e. Approval of mural grant application.
- f. Approval of reappointment of Ramona Curtis to serve as North Wilkesboro’s representative on the Wilkes Joint Planning Board.
- g. Approval of Proclamation supporting North Wilkesboro Rotary Club’s nomination of Alvin Sturdivant as “*Citizen of the Year*”.

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May 11, 2010

Mr. Hank Perkins  
Town of North Wilkesboro  
832 Main Street  
North Wilkesboro, NC 28659

**Re: Engineering Services Proposal**

**Block 46 Project  
North Wilkesboro, NC**

Dear Mr. Perkins,

We are glad to have been selected as the Engineer of Record for the above project. **We offer to provide the following engineering services for Roadway Improvements for the project for a lump sum fee of \$29,233.00 which is 7% of the previous cost estimate prepared.** The following is a detailed outline of our services proposed for this project:

**Design and Permitting Phase**

- Preparation of on-site roadway improvement plans
- Preparation of pedestrian infrastructure plans
- Preparation of turn lane plans for D Street entrance
- Preparation of NCDOT Driveway permit application
- Coordination with signal/stripping improvements by NCDOT
- Preparation of stormwater management plans
- Preparation of erosion control plans
- Preparation of erosion control calculations and submittal package
- Determination of earthwork quantities
- NCDENR Land Quality Section - erosion control submittals and permitting
- Meetings on-site with project team, NCDOT, and Town officials
- Roadway Landscaping Plan
- Coordination with utility plans by developer
- Town Submittals and Permitting
- Coordination with Brownfields agreement requirements

**Bidding and Negotiation Phase**

- Advertise and obtain bids
- Administer bid openings, prepare bid tabulations and assist Owner in evaluating bids
- Negotiate proposals for work
- Attend pre-bid conferences to explain project to prospective bidders
- Issue addenda to clarify, correct, or change bid documents

**Construction Phase**

- General administration of construction contract, provide executed copies to all parties
- Attend and administer pre-construction conference
- Visits to site and observation of construction
- Disapprove or reject Contractor's work as necessary

May 11, 2010

- Recommend change orders and work change directives to the Owner
- Review shop drawings submitted by the Contractor for conformance
- Evaluate and determine acceptable substitute materials and/or equipment
- Render written decisions on all claims of Owner and Contractor regarding to acceptability of the work
- Progress meetings with Town officials
- Review applications for payment and recommend payments
- Inspect completion of work and issue final notice of acceptability once approved

**We offer to provide the following engineering services associated with Demolition work for the project for a lump sum fee of \$6,120.00 which is 2% of the previous cost estimate prepared.** The following is a detailed outline of our services proposed for this project:

**Bidding and Negotiation Phase**

- Advertise and obtain bids
- Administer bid openings, prepare bid tabulations and assist Owner in evaluating bids
- Negotiate proposals for work

- Attend pre-bid conferences to explain project to prospective bidders
- Issue addenda to clarify, correct, or change bid documents

**Construction Phase**

- General administration of construction contract, provide executed copies to all parties
- Attend and administer pre-construction conference
- Visits to site and observation of construction
- Supervision of hazardous waste disposal
- Disapprove or reject Contractor's work as necessary
- Insure compliance with NESHAP and NCDHHS requirements
- Recommend change orders and work change directives to the Owner
- Review shop drawings submitted by the Contractor for conformance
- Evaluate and determine acceptable substitute materials and/or equipment
- Render written decisions on all claims of Owner and Contractor regarding to acceptability of the work
- Review applications for payment and recommend payments
- Inspect completion of work and issue final notice of acceptability once approved

**Additional Conditions**

- Additional work requested, but not listed above will be performed at standard unit rates.
- Payment shall be made as follows: net 30 days on monthly invoicing based on percentage of work performed on each item.
- Payments for services rendered are in no way contingent upon payments due Client from third parties.
- This proposal is subject to the attached Standard Fee Schedule.
- This proposal is subject to the attached Standard Terms and Conditions.

The parties have made and entered into this Agreement as of the date first above written.

**Blue Ridge Engineering PLLC Town of North Wilkesboro**

M. Devin Staley, PE  
Engineering Manager  
529 Main Street  
North Wilkesboro, NC 28659  
(336) 838-2500

**STANDARD FEE SCHEDULE**

**PERSONNEL**

Principal \$175/hour  
Professional Engineer \$130/hour  
Project Manager \$ 95/hour  
Professional Land Surveyor \$ 95/hour  
Project Designer \$ 65/hour  
Environmental Scientist \$ 65/hour  
Biologist \$ 65/hour  
Surveying Technician \$ 65/hour  
CAD Technician \$ 65/hour  
Construction Inspector \$ 65/hour  
Engineering Field Technician \$ 45/hour  
Clerical \$ 45/hour

**ENVIRONMENTAL**

EPA 5030, GR-TPH \$ 40/test  
EPA 3550, DR-TPH \$ 40/test  
EPA 5030/3550 Combo \$ 65/test  
MADEP VPH \$140/test  
MADEP EPH \$200/test

VPH/EPH Combo \$275/test  
EPA 601, VOC \$ 60/test  
EPA 602, VOC \$ 60/test  
EPA 8021 or 8260, VOC \$140/test  
EPA 8270, Semi-VOC \$200/test  
EPA 625, Semi-VOC \$200/test  
Top Ten Peaks, Semi-VOC \$ 40/test  
TCLP Metals \$150/test  
TCLP Semi-VOC \$275/test  
TCLP VOC \$225/test  
Mobilization of Drill Rig \$500/site  
Soil Test Borings \$ 11/LF  
Monitoring Wells \$ 45/LF

### **GEOTECHNICAL**

Mobilization of Drill Rig \$500/site  
Soil Test Borings \$ 11/LF  
Analysis of Subsurface \$620+\$100/hole  
Exploration and Report  
Standard Proctor Compaction Test \$150/test  
Modified Proctor Compaction Test \$175/test  
Tri-axial Compression Test \$1,150/test  
Consolidation Test \$600/test  
Atterberg Limits Testing \$ 65/test  
Compression Testing of Concrete \$300/set  
Cylinders, Includes: Jobsite sampling,  
curing in lab, breaks and reports

### **REIMBURSABLE EXPENSES**

Large Format Plan Copies \$3.50/each  
Travel (to and from) \$ 0.50/mile  
Shipping, Postage, Photos, etc. Cost +10%  
Materials & Subcontractors Cost +10%

### **EXCAVATION EQUIPMENT**

Mobilization to Site \$400/site  
Track Hoe \$100/hour  
Backhoe \$ 75/hour  
Mini-Excavator \$ 75/hour  
Skid Steer \$ 75/hour  
Dump Truck \$ 85/hour

### **NOTES**

1. All contracts are subject to a minimum fee of \$500.
2. All field work is subject to a 2-hour minimum and 1-hour minimum P.E. charge for observation and report certification. A 48-hour notice is required for all fieldwork.
3. Overtime is charged at 1.5 times standard rate. Overtime is defined as time worked: before 8:00am or after 5:00pm on weekdays; or any time worked on weekends.
4. Work performed on Federal holidays is charged at 2.5 times standard rate.

5. All rates are portal to portal. Time will be rounded up to the nearest ½ hour.

## **STANDARD TERMS AND CONDITIONS**

### *PERFORMANCE OF SERVICES*

*BRE* will perform the work with a degree of skill and care that is required by generally accepted professional standards. All warranties, other than express warranties specified in the agreement, including the implied warranties of merchantability and fitness for a particular purpose, are hereby expressly disclaimed and excluded. *BRE* makes no warranties express or implied, representation, or guarantee with respect to forecasts, recommendations, and analysis that may be based in whole or in part on assumptions that include predictions of future events. If modifications become necessary during the performance of the work, such modifications shall be valid only when authorized in writing by the Client. In the event *BRE* is authorized by the Client to perform services

in addition to those described in the contract, such services shall be performed by *BRE* based upon *BRE*'s Standard Fee Schedule. If included in contract, *BRE* will prepare an estimate of the probable construction cost of the project. Since *BRE* has no control over the cost of labor, materials, or equipment; the contractor's methods of determining prices; or competitive bidding or market conditions, *BRE*'s opinions of probable costs are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. *BRE* cannot and does not guarantee that actual proposals, bids, or construction costs will not vary from opinions of probable cost prepared by *BRE*.

### *SERVICES TO BE PROVIDED BY CLIENT*

Any information, data, reports, records and maps which are available, and which are useful for carrying out the work

on this assignment shall be promptly furnished to *BRE*, by the Client. *BRE* shall not be responsible for the accuracy of validity of information that it obtains from the Client or from agents of the Client in connection with the performances of the services for the Client. Client shall also arrange access to the site and other property and obtain approval and permits required for *BRE* to provide its services.

### *LIMITATION OF LIABILITIES*

*BRE* shall not be liable for any damages caused by delays in the performance of its services to the Client. **It is understood and agreed that the maximum liability of *BRE* with respect to or arising out of the obligations hereunder and any duty assumed relative to the obligations arising out of this Agreement, whether explicit, implicit, or contemplated, shall be limited to the amount of *BRE*'s total charges, and no default or breach of covenant or duty shall impose or subject *BRE* to a greater liability.** *BRE* shall not be liable to Client or any other party for any lost profits or consequential or indirect damages whether *BRE* had notice of the possibility of such damages or not. It shall be the responsibility of Client to provide and maintain a safe working environment for its employees during the progress of the work on the Project property, and to adequately protect the safety of Client's subcontractors and their respective employees, the public, and any other third parties. The Client further agrees that *BRE* will not assume responsibility for the contractor's means, methods, techniques, sequence, or procedures of construction, and it is understood that the services provided by *BRE* shall not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. Client shall indemnify, defend, and hold *BRE* harmless from any claims, demands, and causes of action asserted against *BRE* by any person, including Client's employees, for personal injury, death, or loss or damage to property resulting from Client's negligence or willful misconduct. This Agreement shall be governed by, and the legal relations between the parties determined in accordance with the laws of the State of North Carolina. By execution of this Agreement, Client consents to personal jurisdiction and venue in the courts in the State of North Carolina. Client also consents to personal jurisdiction of the U.S. District Court for the State of North Carolina if some basis for federal jurisdiction exists such as diversity of citizenship. Any arbitration or other dispute between the parties hereto relating to this Agreement shall take place in the State of North Carolina. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

### *PAYMENT CONDITIONS*

*BRE* shall be reimbursed for services rendered in the performance of this assignment, in accordance with the fee structure as set forth herein. The parties agree that any amounts payable under this Agreement shall not be contingent upon receipt of any other payments from any third party. *BRE* reserves the right to modify our standard fee structure for the services to be rendered as outlined in this Agreement to which these terms and conditions of agreement are attached should the Client not authorize *BRE* to begin work on the services outlined in this Agreement within a thirty (30) day period from the date which this Agreement was entered into between *BRE* and Client. All direct expenses incurred and invoices from *BRE* to the Client shall be paid within ten (10) days after being issued to Client, and such payment shall not be contingent or dependent upon any conditions (including, without limitation, the approval by any governmental entity) of any action or undertaking of the Client other than those conditions, if any, specifically set forth in the Agreement. It is hereby agreed that *BRE* shall have the right to charge and receive interest at the rate of 1.5% per month on all amounts from the Client which are overdue. In addition, in the event that any invoice becomes past due, *BRE* reserves the right to: cease performing services for the Client; retain all documentation prepared by *BRE* for or on behalf of the Client; and make notification to all plan holders and other parties that all plans and reports prepared by *BRE* for this project are revoked, null and void. Finally, in the event that *BRE* retains counsel to collect sums owed to *BRE* by the Client, the Client shall be liable for reasonable attorneys' fees, paralegals' fees, and court costs which are incurred by *BRE* in connection with such collection; provided, that any such costs and fees shall bear interest at the rate set forth herein. Client, at Client's expense, shall pay all taxes imposed by reason of the project to be completed by Client, including but not limited to all sales and use taxes, licenses, fees, income, franchise, and personal property taxes.

#### *GENERAL PROVISIONS*

This Agreement may be terminated for any reason by either party upon written notification to the other party. The date of termination shall be no earlier than 30 days after receipt of such written notification. Upon termination of this Agreement, *BRE* shall be compensated for all work performed and expenses incurred prior to the date of termination. The assignment of this Agreement or any money or interest due under this Agreement by either party shall be void without the prior consent of the other party. This Agreement embodies the entire agreement of *BRE* and Client relating to the subject matter hereof. No amendment or modification of this Agreement shall be valid or binding upon *BRE* or Client unless made in writing and signed by all parties hereto. Client agrees that all drawings, plans, field notes, calculations, specifications, computer programs and printouts, patents, and other documents developed by *BRE* in connection with this project shall be the property of *BRE*. Client may retain a copy of plans or reports issued to Client by *BRE*, but Client shall not use such documentation on any extension of this project or any other project without the written consent of *BRE*. The failure of either party to insist upon strict compliance with the terms hereof shall not be deemed a waiver of any right hereunder, unless such waiver is contained in writing signed by both parties.

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**TOWN OF NORTH WILKESBORO  
CAPITAL PROJECT ORDINANCE  
DOWNTOWN STREETScape STUDY**

BE IT ORDAINED by the Board of Commissioners of the Town of North Wilkesboro that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

SECTION 1. The project authorized is the Downtown Streetscape Study Capital Project.

SECTION 2. The officers of this unit are hereby directed to proceed with the project within the terms of the budget contained herein beginning in the Fiscal Year 2009/2010.

SECTION 3. The following revenues are anticipated to be available for the project:

REVENUES:

99-3970	Transfer from General Fund	\$19,200
99-3980	Reimbursement from DOT	<u>60,000</u>
		\$79,200

SECTION 4. The following amounts are appropriated for the project

99-4900-4000	Engineering Fees	\$79,200
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SECTION 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any agreement associated with this project.

SECTION 6. Copies of this Capital Project Ordinance shall be furnished to the Clerk to the Governing Board, the Budget Officer and the Finance Officer for their direction.

Adopted this the 8<sup>th</sup> day of June, 2010.

Signed: \_\_\_\_\_  
Robert L. Johnson, Mayor

Attest: \_\_\_\_\_  
Kay F. Minton, Town Clerk

**TOWN OF NORTH WILKESBORO  
CAPITAL PROJECT ORDINANCE  
BLOCK 46 CAPITAL PROJECT**

BE IT ORDAINED by the Board of Commissioners of the Town of North Wilkesboro that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted.

SECTION 1. The project authorized is the Block 46 Capital Project.

SECTION 2. The officers of this unit are hereby directed to proceed with the project within the terms of the budget contained herein beginning in the Fiscal Year 2009/2010.

SECTION 3. The following revenues are anticipated to be available for the project:

REVENUES:

27-3970	Transfer from General Fund	<u>\$35,360</u>
		\$35,360

SECTION 4. The following amounts are appropriated for the project

27-4000	Engineering Fees	\$35,360
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SECTION 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any agreement associated with this project.

SECTION 6. Copies of this Capital Project Ordinance shall be furnished to the Clerk to the Governing Board, the Budget Officer and the Finance Officer for their direction.

Adopted this the 8<sup>th</sup> day of June, 2010.

Signed: \_\_\_\_\_  
Robert L. Johnson, Mayor

Attest: \_\_\_\_\_  
Kay F. Minton, Town Clerk

**TOWN OF NORTH WILKESBORO  
CAPITAL PROJECT ORDINANCE  
LEAK DETECTION STUDY/SYSTEM ANALYSIS**

BE IT ORDAINED by the Board of Commissioners of the Town of North Wilkesboro, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted.

SECTION 1. The project authorized is the LEAK DETECTION STUDY/SYSTEM ANALYSIS

SECTION 2. The officers of this unit are hereby directed to proceed with the project within the terms of the budget contained herein.

SECTION 3. The following revenues are anticipated to be available for the project:

29-3980 Contribution from W/S Fund	\$ 18,000
29-3990 Rural Center Grant	<u>32,000</u>
	\$50,000

SECTION 4. The following amounts are appropriated for the project:

29-4900-4000 Leak Detection Study/System Analysis	\$50,000
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SECTION 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any agreement associated with this project.

SECTION 6. Copies of this Capital Project Ordinance shall be furnished to the Clerk to the Governing Board and to the Finance Officer for direction in carrying out this project.

Adopted this 8<sup>th</sup> day of June, 2010.

\_\_\_\_\_  
Robert L. Johnson, MAYOR

ATTEST:

Kay F. Minton, TOWN CLERK

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TOWN OF NORTH WILKESBORO  
AMENDMENTS TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2010  
BUDGET AMENDMENT 3

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2010:

SECTION 1. To amend the General Fund, the expenditures are to be changed as follows:

		<u>Increase</u>	<u>Decrease</u>
10-6900-	Special Appropriations-Transfer to W/S	\$ 18,000	
10-6900	Special Appropriations-Transfer to CPF	\$ 35,360	
30-8100	Water Plant-Transfer to CPF	\$ 18,000	
10-6900	Special Appropriations-Professional Services		\$60,000

To provide additional revenue for the above, the following revenues will be increased/decreased:

10-3990	Appropriated Fund Balance	\$ 35,360	
10-3970-9000	Contribution from Other Agencies		\$60,000
10-3990	Appropriated Fund Balance	\$ 18,000	
30-3970	Transfer from General Fund	\$ 18,000	

SECTION 2. Copies of this budget amendment shall be furnished to the Clerk to the Governing Board and the Finance Officer for their direction.

Adopted this 8<sup>th</sup> day of June, 2010.

\_\_\_\_\_  
Robert L. Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Kay F. Minton, Town Clerk

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TOWN OF NORTH WILKESBORO  
RESOLUTION  
IN SUPPORT OF HISTORIC DOWNTOWN NORTH WILKESBORO  
MURAL GRANT APPLICATION

WHEREAS, the Town of North Wilkesboro and Historic Downtown North Wilkesboro are economic development partners; and

WHEREAS, the Town of North Wilkesboro have enacted the Mural Grant Program as of April 8, 2008, which provides funds to the businesses and organizations in downtown North Wilkesboro to create murals for cultural and historical significance; and

WHEREAS, the Historic Downtown North Wilkesboro has been delegated the responsibility for the administration of the Grant Programs, setting up necessary procedures and requiring the grantee to certify an application before creation of the mural to the Historic Downtown North Wilkesboro; and

WHEREAS, if the Grant Applicant is awarded a grant, the Grant Applicant will enter into an Grant Agreement with the Historic Downtown North Wilkesboro for the project;

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

That the Town of North Wilkesboro approves the filing of the Mural Grant Application for the Mural Creation Project on 926 C Street (Wilkes Art Gallery); and

That the Town of North Wilkesboro will provide sufficient funds as reviewed, understands and agrees to the Mural Grant Guidelines; and

That the Town of North Wilkesboro and Historic Downtown North Wilkesboro support the application of the Wilkes Art Gallery for a Mural Creation Project.

Adopted this the 8th day of June, 2010, at North Wilkesboro, North Carolina.

TOWN OF NORTH WILKESBORO

/s/ Robert L. Johnson, Mayor

ATTEST:

/s/ Kay F. Minton, Town Clerk

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PROCLAMATION  
Honoring Alvin Sturdivant  
“Citizen of the Year”

WHEREAS, the North Wilkesboro Rotary Club wishes to recognize and honor Mr. Alvin Sturdivant for his contributions to our community through his involvement in many programs and community fund-raising projects such as The Health Foundation and other community projects;

WHEREAS, the Rotary motto “Service Above Self, inspires members to provide humanitarian service, encourage high ethical standards, and promote good will and peace in the world;

WHEREAS, Mr. Alvin Sturdivant is a perfect example of one who lives by this motto and has given generously of his time and efforts for the betterment of Wilkes County and its citizens;

NOW THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Town of North Wilkesboro hereby supports the North Wilkesboro Rotary Club's nomination of Mr. Alvin Sturdivant as "*Citizen of the Year*" and commends Mr. Sturdivant for his outstanding leadership, contributions, and public service.

BE IT FURTHER RESOLVED, that we urge all citizens to join with us as we extend our sincere appreciation to Mr. Sturdivant for his exemplary and invaluable service to our community.

This the 8<sup>th</sup> day of June, 2010.

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Robert L. Johnson, MAYOR

ATTEST:

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Kay F. Minton, Town Clerk

\*\*\* END CONSENT AGENDA\*\*\*

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Mayor Johnson read the following Resolution aloud to the board to award Chief Randy Rhodes his badge and service sidearm. Commissioner Baugham made a motion to approve the Resolution. Motion was seconded by Commissioner Ferguson and unanimously carried. Mayor Johnson then presented Chief Rhodes with his badge and sidearm and a copy of the Resolution. Chief Rhodes offered kind words of appreciation to the Mayor, Board and staff and members of the town board congratulated Chief Rhodes on his retirement.

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE TOWN OF NORTH WILKESBORO, NORTH CAROLINA  
AWARDING TO RETIRED POLICE CHIEF RANDY C. RHODES  
HIS BADGE AND SERVICE SIDEARM**

**WHEREAS**, G.S. 20-187.2 provides that retiring members of municipal law enforcement agencies may receive, at the time of their retirement, the badge worn or carried by them during their service with the municipality; and

**WHEREAS**, G.S. 20-187.2 further provides that the governing body of the municipal law enforcement agency may, in its discretion, award the retiring member the service sidearm of such retiring member upon securing a permit as required by G.S. 14-402 et seq. or 14-409.1 et seq. or without such permit provided the weapon shall have been rendered incapable of being fired; and

**WHEREAS**, Randy C. Rhodes has served as a member of the North Wilkesboro Police Department for 26 years and retired from the North Wilkesboro Police Department on May 31, 2010.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Town of North Wilkesboro, North Carolina as follows:

1. The Town Manager or his designee is hereby authorized in accordance with the provisions of G.S. 20-187.2 to transfer to Randy C. Rhodes his badge worn by him during his service with the North Wilkesboro Police Department and his service sidearm, a Glock .40 caliber, Model 22, Serial # USA2193.

Adopted this 8<sup>th</sup> day of June, 2010.

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Robert L. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Kay F. Minton, Town Clerk

Mayor Johnson administered the following Oath of Office to Police Chief Joseph R. Rankin, Jr. Mr. Rankin was accompanied by his wife, Sandra, and daughter, Ashley, who held the Bible for her father.

**OATH OF OFFICE**

I, Joseph R. Rankin, Jr., do solemnly swear (or affirm) that I will be alert and vigilant to enforce the criminal laws of the State of North Carolina; that I will not be influenced in any matter on account of personal bias or prejudice; that I will support and maintain the Constitution and laws of the United States, and the Constitution and the laws of North Carolina, not inconsistent therewith; and that I faithfully and impartially discharge and execute the duties of my office as Chief of Police according to the best of my skill, abilities and judgment; so help me, God.

/s/ Joseph R. Rankin, Jr.

Subscribed and sworn to before me  
this 8<sup>th</sup> day of June, 2010.

/s/ Robert L. Johnson, MAYOR

Mayor Johnson declared the meeting open for the purpose of holding a public hearing on the 2010/2011 Budget. Town Manager Perkins advised that although project revenues were low this year, the tax rate remains unchanged and the general fund decreased over 2%. Mr. Perkins said that town staff worked hard on the budget to avoid an increase. He explained that sanitation fees would increase from \$6.90 to \$10.00 for roll-out carts and commercial dumpster fees would increase 33%. Mr. Perkins advised that increased funding for the Wilkes County Economic Development Corporation (EDC) was included in the budget (from \$20,000 to \$70,000); however, wording had been included in the town budget ordinance not to distribute funds to the EDC until approved by the Town Board. The town board has requested a change to the EDC by-laws to allow a town board member to serve as a voting member on the EDC board. There being no one who wished to speak either for or against the budget, Commissioner Baugham made a motion to approve the budget. Motion was seconded by Commissioner Hall and unanimously carried.

**TOWN OF NORTH WILKESBORO  
BUDGET ORDINANCE  
FY 2010-2011**

BE IT ORDAINED by the Town Board of Commissioners of the Town of North Wilkesboro, North Carolina, meeting in regular session this 8<sup>th</sup> day of June, 2010, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

Section I - General Fund

A. Revenues

Taxes	\$2,238,140
State Shared Revenues and State Collected Local Taxes	1,411,160

Interest, Fees, Rents, Donations	1,149,530
WRMC Loan Payments	423,600
Contribution from Capital Reserve	249,000
Appropriated Fund Balance	<u>363,930</u>
	\$5,835,360

B. Expenditures

Department

Governing Body	\$132,680
Administration	206,270
Finance	271,350
Christmas Cheer	6,500
Legal	27,030
Planning & Inspections	154,820
Economic Development	84,590
Public Buildings	175,700
Police Department	1,983,450
Police Supplement	34,290
Town Garage	95,310
Fire	501,050
Public Works	51,640
Streets	356,470
Powell Bill	129,730
Sanitation	594,430
Recreation	395,130
Cemeteries	103,680
Special Appropriations	<u>531,240</u>
	\$5,835,360

Section II – Water and Sewer Fund

A. Revenues

Charges for Utilities	\$2,288,000
Other Revenues	<u>150,100</u>
	\$2,438,100

B. Expenditures

Department

Special Appropriations	\$ 536,080
Billing & Receivable	93,460
Public Utilities	52,780
Water Treatment	870,640
Water Maintenance	293,310
Waste Treatment	473,360
Waste Treatment M & R & Const	<u>118,470</u>
	\$ 2,438,100

Section III – Firemen’s Supplementary Fund

A.	Revenues	
	Interest Earned on Investments	\$ 1,000
	Contribution from Firemen's Relief Fund	2,900
	Contribution from General Fund	<u>14,100</u>
		\$ 18,000
B.	Expenditures	
	Retirement Expense	\$ 18,000

Section IV – Special Revenues Fund

A.	Revenues	
	Interest Earned on Investments	\$ 1,000
	Rent	26,230
	Appropriated Fund Balance	<u>10,000</u>
		\$39,230
B.	Expenditures	
	Special Appropriations	\$39,230

Section V-Capital Reserve Fund

A.	Revenues	
	Appropriated Fund Balance	\$310,600
B.	Expenditures	
	Contribution to General Fund	\$249,000
	Contribution to W/S Fund	<u>61,600</u>
		\$310,600

Section V- Tax Rate Established

An Ad Valorem tax rate of \$0.52 per \$100 at full valuation is hereby established as the official tax rate for the Town of North Wilkesboro for the fiscal year 2010-2011.

Section VI - Privilege Licenses and Fees

Privilege license for the privilege of conducting trades, businesses, professions, shows, exhibitions and amusements within the Town of North Wilkesboro are hereby levied at Board of Commissioner adopted rates provided by General Statute guidelines.

Section VII – Special Authorization – Budget Officer

The Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- A. He may transfer amounts between objects of expenditure and departments of the same fund without limit provided those transfers are reported to the Board of Commissioners at their next regular meeting.
- B. He may not transfer any amounts between funds nor from any contingency appropriation within any fund.
- C. He may not distribute any money to the Wilkes County Economic Development Corporation without the prior approval of the Board of Commissioners.

Section X – Utilization of Budget and Budget Ordinance

This ordinance and the budget document shall be the basis of the financial plan for the North Wilkesboro Municipal Government during the 2010-2011 fiscal year. The Budget Officer shall administer the budget, and shall ensure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the Budget. The accounting section shall establish records which are in consonance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

All ordinances or parts of ordinances in conflict are hereby repealed.

\_\_\_\_\_  
Robert L. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Kay F. Minton, Town Clerk

Town Manager Perkins presented the 2010-2011 Fee Schedule and Privilege License Revenue Ordinance for approval. He advised that the only changes to the Fee Schedule were to sanitation fees and a couple of zoning fees. The only fee that changed for the Privilege Licenses was the new fee the board adopted for the electronic gaming operations. Commissioner Hayes made a motion to approve the Fee Schedule and Privilege License Revenue Ordinance. Motion was seconded by Commissioner Ferguson and unanimously carried.

**Town of North Wilkesboro  
Departmental Fees Schedule  
FY 2010-2011**

The Town of North Wilkesboro hereby resolves to adopt the following fee schedule for the Fiscal Year of 2009–2010.

**Planning & Inspections**

Note: These fees include one trip for re-inspections. All additional trips are \$45.00 each.

An additional fee of \$45.00 will be charged for inspections that were called in but not ready at time of inspection.

DOUBLE BUILDING PERMIT FEE IF CAUGHT BUILDING WITHOUT A BUILDING PERMIT

MINIMUM PERMIT FEE: . . . . . \$ 45.00

BUILDING (Single Family, Two Family, and Townhouses) - New Construction:

(Blanket Permit Fees will Include Building, Electrical, Plumbing, and Mechanical Fees)

Heated Areas:

0-2499 sq. ft.	\$0.20 per square ft.
2500-4999 sq. ft.	\$0.24 per square ft.
5000-7499 sq. ft.	\$0.28 per square ft.
7500-9999 sq. ft.	\$0.32 per square ft.
10000 sq. ft. and up	\$0.36 per square ft.

Unfinished Basement or Attached Garage . . . . . \$0.04 per square ft.  
 Detached Garage & Storage Building . . . . . \$0.10 per square ft.

**ADDITIONS (Single Family, Two Family and Townhouses):**

Less than 1000 sq. ft. . . . . \$90.00 building  
 \$45.00 electrical  
 \$45.00 plumbing  
 \$45.00 mechanical

Over 1000 sq. ft. . . . . See New Construction Fees Above

**COMMERCIAL per square ft. (0-20,000 Square Feet) \*\*, \*\*\*:**

Building Occupancy Classification	Individual Bldg Permit	Individual Elect Permit	Individual Mech Permit	Individual Plumb Permit	* Blanket Permit
Assembly	.14	.07	.04	.04	.26
Business	.11	.07	.06	.04	.25
Educational	.13	.07	.05	.04	.27
Factory/Ind.	.08	.05	.03	.03	.15
Hazardous	.08	.04	.03	.02	.13
Institutional	.19	.10	.09	.09	.44
Mercantile	.10	.06	.04	.05	.20
Residential-(Not Single Family, Two Family or Townhouses)	.14	.07	.06	.06	.28
Storage	.07	.03	.03	.03	.11

- \* Blanket permit fees include building, electrical, plumbing, and mechanical fees.
- \*\* For buildings over 20,000 square feet, calculate fee at 100% of table for first 20,000 square feet and 50% of all additional square footage.
- \*\*\* Permit fees include heated and unheated square footage.

**MANUFACTURED HOMES:**

Singlewide . . . . . \$75.00  
 Doublewide . . . . . \$125.00  
 Perimeter Footings . . . . . \$45.00

**MODULAR HOMES: 1 or 1 ½ Stories . . . . . \$250.00 on crawl space**

Unfinished Basement . . . . . \$0.04 per square ft.  
 Attached Garage . . . . . \$0.04 per square ft.  
 Detached Garage . . . . . \$0.10 per square ft.  
 Second floor finished space . . . . . \$0.20 per square ft.

**ELECTRICAL:**

Temporary pole, Residential service changes,

Fence service, Pumps, and other misc. inspections . . . . .	\$45.00
Commercial Service Changes . . . . .	\$90.00
Reconnects . . . . .	\$60.00
ALE inspections . . . . .	\$100.00
Camper Service . . . . .	\$75.00
Swimming Pools (Electrical only) . . . . .	\$75.00
Gas Tanks/Dispensers (Owner or contractor, contact Fire Inspector before installing)	\$90.00
Parking Lot Lighting (per trip) . . . . .	\$45.00
Poultry Houses:	
Wiring new houses or rewiring old house (each house) . . . . .	\$45.00
Service . . . . .	\$45.00
Temporary Permanent Power Finals . . . . .	\$50.00

**PLUMBING:**

Minimum Fee . . . . .	\$45.00
Sewer line (each trip) . . . . .	\$45.00
Water lines . . . . .	\$45.00

**MECHANICAL:**

Minimum Fee . . . . .	\$45.00
Change outs (1 <sup>st</sup> unit) . . . . .	\$45.00
(each additional unit) . . . . .	\$20.00
Gas lines (per trip) . . . . .	\$45.00
Hood systems . . . . .	\$75.00

**DAY CARES:**

Initial fee . . . . .	\$100.00
Re-inspections . . . . .	\$45.00

**PLAN REVIEW: (minimum) . . . . . \$50.00**

0 – 10,000 square feet (minimum charge) . . . . .	\$0.015 per sq. ft.
Over 10,000 square feet (on first 10,000 sq. ft.) . . . . .	\$0.015
(per additional sq. ft.) . . . . .	\$0.01

**Others**

Demolition Permit . . . . .	\$ 45.00
(\$500.00 bond required – refundable upon satisfactory completion)	
Temporary Certificate of Occupancy . . . . .	\$ 75.00

**Various Petitions / Miscellaneous Fees**

Rezoning Petition (\$150 refundable) . . . . .	\$ 200.00
Annexation Petition (Non-refundable). . . . .	\$ 50.00
Street Closing Petition (Non-refundable) . . . . .	\$ 200.00
Sign Permit (under 100 sq. ft.) . . . . .	\$ 10.00
Sign Permit (over 100 sq. ft.) . . . . .	\$ 100.00
Conditional Use Permit Application (Non-refundable). . . . .	\$ 75.00
Variance Hearing (Non-refundable) . . . . .	\$ 50.00
Major Subdivisions (Non-refundable) . . . . .	\$150.00 flat fee + \$2/lot

Cell Tower Application (Non-refundable) . . . . .	\$ 2,500.00
Cell Co-location Application (Non-refundable) . . . . .	\$ 500.00
Ordinance Amendment (Non-refundable) . . . . .	\$ 100.00
Hard Copy Map (42 x 36) . . . . .	\$ 10.00 per sheet
Hard Copy Map (Larger than 8 ½ x 11) . . . . .	\$ 5.00 per sheet
Xerox Copies (per page). . . . .	\$ .10
Change of Occupancy.....	\$20.00
New Construction Residential/Commercial.....	\$30.00

**Public Works**

Overgrown Lot Clearing Labor and Materials

Labor . . . . .	Actual "Man-Hour" Costs
Material . . . . .	At Cost
Administrative Fee . . . . .	25% of Labor/Equipment

Equipment for Overgrown Lot Clearing

Tractor . . . . .	\$ 25.00 / hour
Truck . . . . .	\$ 10.00 / hour
Bush-hog attachment . . . . .	\$ 10.00 / hour
Riding Mower . . . . .	\$ 8.00 / hour
Push Mower . . . . .	\$ 3.00 / hour
String Trimmer . . . . .	\$ 5.00 / hour
Backpack Blower . . . . .	\$ 5.00 / hour

Commercial Dumpster Solid Waste Collection Fees

1 Cubic Yard, 1 time per week . . . . .	\$ 18.35
1 Cubic Yard, 2 times per week . . . . .	\$ 36.71
1 Cubic Yard, 3 times per week . . . . .	\$ 55.00
1 Cubic Yard, 4 times per week . . . . .	\$ 73.29
1 Cubic Yard, 5 times per week . . . . .	\$ 91.64
2 Cubic Yard, 1 time per week . . . . .	\$ 36.71
2 Cubic Yard, 2 times per week . . . . .	\$ 73.29
2 Cubic Yard, 3 times per week . . . . .	\$ 110.00
2 Cubic Yard, 4 times per week . . . . .	\$ 146.64
2 Cubic Yard, 5 times per week . . . . .	\$ 183.29
3 Cubic Yard, 1 time per week . . . . .	\$ 55.00
3 Cubic Yard, 2 times per week . . . . .	\$ 110.00
3 Cubic Yard, 3 times per week . . . . .	\$ 164.93
3 Cubic Yard, 4 times per week . . . . .	\$ 219.93
3 Cubic Yard, 5 times per week . . . . .	\$ 274.93
4 Cubic Yard, 1 time per week . . . . .	\$ 73.29
4 Cubic Yard, 2 times per week . . . . .	\$ 146.64
4 Cubic Yard, 3 times per week . . . . .	\$ 219.93
4 Cubic Yard, 4 times per week . . . . .	\$ 293.29
4 Cubic Yard, 5 times per week . . . . .	\$ 366.58
4 Cubic Yard, Every Two Weeks . . . . .	\$ 36.71
4 Cubic Yard 1 time per week and 3 Cubic Yard 1 time per week . . . . .	\$ 128.29
4 Cubic Yard 2 times per week and 3 Cubic Yard 2 times per week . . . . .	\$ 256.58

3 Cubic Yard 4 times per week and 1 Cubic Yard 3 times per week . . . . .	\$ 274.93
4 Cubic Yard, 1 time per Month . . . . .	\$ 16.89
4 Cubic Yard 2 times per week + 4 Cubic Yard 1 time per week . . . . .	\$ 219.93
4 Cubic Yard 4 times per week + 4 Cubic Yard 1 time per week . . . . .	\$ 366.58
4 Cubic Yard 3 times per week + 4 Cubic Yard 1 time per week . . . . .	\$ 293.29

Other Solid Waste Fees (Monthly)

Commercial Solid Waste Fee for Can Service . . . . .	\$ 10.00
Residential Solid Waste Disposal Fees . . . . .	\$ 10.00

Bulk Flat Bed Truck Load . . . . . \$ 44.50 per load after 1<sup>st</sup> load.

**Police Department**

Parking Violations

Exceeding Time Limit . . . . .	\$ 10.00
Wrong Side of Street . . . . .	\$ 10.00
Across Parking Line . . . . .	\$ 10.00
Double Parking . . . . .	\$ 10.00
Loading Zone . . . . .	\$ 10.00
Fire Hydrant . . . . .	\$ 10.00
On Sidewalk . . . . .	\$ 10.00
Handicapped Zone . . . . .	\$100.00
All Other Parking Violations . . . . .	\$ 10.00

Accident/Wreck Reports for those directly involved in a wreck . . . . . One Free  
 Accident/Wreck Reports for Insurance Companies . . . . . \$ 2.00

**Fire Department / Mandatory Permits**

Amusement Buildings . . . . .	\$ 50.00
Carnival and Fairs . . . . .	\$ 50.00
Covered Mall Building . . . . .	\$ 50.00
Exhibits and Trade Shows . . . . .	\$ 50.00

Explosives

Blasting Permit (48 hours) . . . . .	\$ 25.00
Blasting Permit (90 days) . . . . .	\$ 100.00
Blasting Permit (1 year) . . . . .	\$ 200.00
Flammable and Combustible Liquids . . . . .	\$ 50.00
Fumigation and Thermal Insecticide Fogging . . . . .	\$ 75.00
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings . . . . .	\$ 50.00
Open Flames and Candles (Churches are Exempt) . . . . .	\$ 50.00
Private Fire Hydrants . . . . .	\$ 25.00
Pyrotechnic Special Effects Material . . . . .	\$ 75.00
Spraying or Dipping Operations . . . . .	\$ 50.00

Temporary Membrane Structures Tents and Canopies or Display Stands Used for Fireworks

1 Day . . . . .	\$ 20.00
7 Day . . . . .	\$ 30.00

14 Day . . . . .	\$ 45.00
30 Day . . . . .	\$ 60.00
Automatic Fire Extinguishing/Hood System . . . . .	\$ 50.00
Compressed Gas . . . . .	\$ 40.00
Fire Alarm and Detection Systems and Related Equipment . . . . .	\$ 50.00
Fire Pumps and Detection Systems and Related Equipment . . . . .	\$ 50.00
Flammable and Combustible Liquids . . . . .	\$ 50.00
Hazardous Materials . . . . .	\$ 50.00
Industrial Ovens . . . . .	\$ 50.00
Standpipe/Sprinkler Systems . . . . .	\$ 50.00
Storage Tanks	
New Install . . . . .	\$ 75.00
Removal or Repair Per Tank . . . . .	\$ 50.00
Life Safety Violations or Major Fire Code Violations on Second Inspection, Per Violation . . . . .	\$ 50.00

**Cemetery Services**

Cemetery Perpetual Care Fee . . . . . \$ 250.00 per grave site

**Parks and Recreation**

Smoot Park Shelter Rental (Per Day)

Big Shelters . . . . .	\$ 40.00
Small Shelters . . . . .	\$ 20.00

Highland Park Shelter Rental (Per Day)

Big Shelters . . . . .	\$ 40.00
Small Shelters . . . . .	\$ 20.00

Pool Fees

Single Admission . . . . .	\$ 4.00
Scholarship for Pool Committee (family of 4 - \$ 25.00 per person) . . . . .	\$ 100.00
Season Pass per person . . . . .	\$ 40.00
Pool Parties (Non-Profit Groups) . . . . .	\$ 100.00
Private Pool Parties . . . . .	\$ 130.00
4-H Pool (9:00-11:00 am). . . . .	\$ 2.00

Woodlawn Gym . . . . . \$ 40.00 per hour

Bar-B-Q Pit Rental . . . . . \$ 100.00 per Pit

**Property Tax Rate**

Tax Rate . . . . . \$0.52/\$100 Valuation

**Privilege License Fees**

Privilege License Fees . . . . . As per Ordinance Adopted by Board of Commissioners

## Water and Sewer Utilities

Water Deposits.....As per Policy Adopted by Board of Commissioners

### Water Tap Fees

¾ Inch Tap . . . . .	\$ 500.00
1 Inch Tap . . . . .	\$ 600.00
1 ½ Inch Tap . . . . .	\$ 1,200.00
2 Inch Tap . . . . .	\$ 1,700.00
Over 2 Inch Tap . . . . .	Actual Cost of Labor/Materials
Bore . . . . .	\$ 150.00
Patch . . . . .	\$ 150.00

### Sewer Tap Fees

#### Within Corporate Limits

4 Inch Tap . . . . .	\$ 500.00
6 Inch Tap . . . . .	\$ 750.00
Bore . . . . .	\$ 250.00
Patch . . . . .	\$ 150.00

#### Outside Corporate Limits

4 Inch Tap . . . . .	\$ 750.00
6 Inch Tap . . . . .	\$ 1,250.00
Bore . . . . .	\$ 350.00
Patch . . . . .	\$ 225.00

### Water Rates – In Town

Per 1000 Gallons

Base Charge . . . . .	\$ 7.50
Charge per 1,000 Gallons. . . . .	\$ 3.00

### Water Rates – Out of Town

Base Charge . . . . .	\$11.25
Charge per 1,000 Gallons. . . . .	\$ 4.50

### Sewer Rates In Town (based on water consumption)

Minimum Charge . . . . .	\$ 4.50
Charge per 1,000 Gallons . . . . .	\$ 3.80

### Sewer Rates Out of Town (based on water consumption)

Minimum Charge . . . . .	\$ 6.75
Charge per 1,000 Gallons . . . . .	\$ 5.70

Sewer surcharges (reference section 3.3 of the Town’s SUO) . . . . .

30¢ per lb. of excess BOD and TSS

Sewer Impact Fee (Outside Commercial) . . . . . Max. Avg Daily Gallons X \$ 6.00

Commercial Sewer Truck Dump Fee . . . . . \$30.00 per 1,000 gallons

**Utility Services**

Service Reconnect . . . . .	\$ 50.00
Late Charge . . . . .	10% of Bill
Returned Check Charge . . . . .	\$ 25.00

**Miscellaneous**

Taxi Cab Permit . . . . .	\$ 3.00
Taxi Service Application Fee . . . . .	\$ 50.00
Taxicab Driver Permit Application Fee . . . . .	\$ 25.00
Bulk Water Rate . . . . .	Specified by Contract
Town Hall Suites Rent . . . . .	Based on Lease Agreements
Industrial Park Rents . . . . .	Based on Schedule on File

ADOPTED this 8<sup>th</sup> day of June, 2010.

\_\_\_\_\_  
Robert L. Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Kay Minton, Town Clerk

The 2010/2011 Privilege License Revenue Ordinance is on file in the office of the Town Clerk.

A proposal for engineering services with O'Brien and Gere for the Water Impoundment Project was presented to the Board for approval. The proposal was developed based on the scope as set forth in the grant application to the NC Rural Center. The fees associated with this project are as follows: Task 1, Preliminary Engineering, \$3,000; Task 2, Final Design, \$32,000; Task 3, Bid & Award Phase Services, \$2,000; Task 4, Construction Administration Phase Services, \$8,000; Task 4A, Construction Observation, \$42,000; for a total of \$87,000. Commissioner Baugham made a motion to approve the contract. Motion was seconded by Commissioner Hayes and unanimously carried. *(The contract is on file in the office of the Town Clerk.)*

A contract with Cavanaugh and Associates for water system audit, leak detection survey and grant administration in the amount of \$40,000 was presented to the board for approval. The project schedule is to be completed per the Rural Center Agreement. Commissioner Baugham made a motion to approve the contract. Motion was seconded by Commissioner Elmore and unanimously carried. *(A copy of the contract is on file in the office of the Town Clerk.)*

Manager Perkins advised that the next item on the agenda was to reschedule the July 6<sup>th</sup> board meeting. He recommended changing the date to Monday, June 28<sup>th</sup>. Commissioner Hall made a motion to reschedule the July 6<sup>th</sup> board meeting for Monday, June 28<sup>th</sup>. Motion was seconded by Commissioner Ferguson and unanimously carried.

Commissioner Baugham made a motion to reschedule the June work session for Thursday, June 17<sup>th</sup> at 5:30 p.m. Motion was seconded by Commissioner Hall and unanimously carried. A special meeting will be held prior to the work session to award the Damascus Church Road sewer line contract.

Mr. Perkins introduced ASU intern Seth Eckard to the board. Mayor Johnson updated the board on filming that took place at Commissioner Hall's farm recently and stated the film would be released a little later. Sam Hinnant was commended for preparing the town's newsletter that went out with the May water bill.

There being no further business, Commissioner Hall made a motion to adjourn the meeting. Motion was seconded by Commissioner Hayes and unanimously carried. The Mayor declared the meeting adjourned at 7:43 p.m.

\_\_\_\_\_ TOWN CLERK \_\_\_\_\_ MAYOR

APPROVED: \_\_\_\_\_

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SPECIAL MEETING

A Special Meeting of the Mayor and Board of Commissioners of the Town of North Wilkesboro was held in the Commissioners Room at Town Hall on Thursday, June 17, 2010.

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

ABSENT: Debbie Ferguson, Commissioner  
Bert Hall, Commissioner

COMPRISING A QUORUM OF THE BOARD, ALSO:  
Hank Perkins, Town Manager  
Kay F. Minton, Town Clerk

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Mayor Johnson called the Special Meeting to order at 5:30 p.m. Mayor Johnson delivered the Invocation. Commissioner Bart Hayes led the Pledge of Allegiance.

Kelly Hefner, with Hobbs, Upchurch and Associates, the town's engineer, was present for the special meeting. Mr. Hefner advised that bids were received on June 15 for the sewer line contract for Damascus Church Road and the bids came in over budget. Mr. Hefner advised that some additions were made to the project, including some culverts, which increased the project cost by \$213,000. The lowest responsible bidder was Carolina Environmental Specialist and their bid amount was \$1,625,775.82. Mr. Hefner recommended that the Town Board award the bid to the lowest responsible bidder, Carolina Environmental Specialist, Boonville, NC, and authorize him to negotiate the costs associated with the culverts with the contractor. Commissioner Baugham made that motion. Motion was seconded by Commissioner Hayes and unanimously carried.

There being no further business, Commissioner Baugham made a motion to adjourn the meeting. Motion was seconded by Commissioner Hayes and unanimously carried. The Mayor declared the meeting adjourned at 5:37 p.m.

\_\_\_\_\_ TOWN CLERK

\_\_\_\_\_ MAYOR

APPROVED: \_\_\_\_\_

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