

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, May 8, 2007.

THERE WERE PRESENT: George Church, Mayor  
Dr. Leonard Baugham, Commissioner  
Debbie Ferguson, Commissioner  
Jimmy Foster, Commissioner  
Bert Hall, Commissioner  
Robert Johnson, Commissioner

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

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Mayor George Church called the meeting to order at 7:00 p.m. Mayor Church delivered the Invocation followed by the Pledge of Allegiance.

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

- a. Approval of the Minutes of the March 28, 2007 Special Meeting and the April 3, 2007 Regular Meeting.

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

There was one item added to the agenda: (14a) Declare personal property as surplus and authorize Town Manager to dispose of property at public auction on June 9, 2007. With that addition, Commissioner Johnson made a motion to approve the agenda. Motion was seconded by Commissioner Baugham and unanimously carried.

Mayor Church opened the floor for public comments. Martha Nichols complained about the unavailability of parking places on Main Street.

Mayor Church declared the meeting open for the purpose of holding a public hearing to consider a rezoning request from Gene Bennett to rezone Maplewood Trailer Court from (GI) General Industrial to (R6) High Density Residential. It was pointed out that under the present zoning of (GI), the property could be used for anything other than residential. Planning Director Rawls Howard explained that by rezoning the property, the property would be rezoned to a more conforming use based on Mr. Bennett's plans for the use of property. Howard introduced Mr. Gene Bennett who explained the improvements and changes that he intends to make to the mobile home park. Maplewood Court residents Susie Burgess and Ellen Walker had questions and/or comments for Bennett. There being no one else who wished to speak during the public hearing, Mayor Church declared the public hearing closed. Commissioner Foster made a motion that this be approved. Motion was seconded by Commissioner Hall and unanimously carried.

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

Whereas, Gene D. Bennett did petition the Town of North Wilkesboro to rezone certain property hereinafter described from (GI) General Industrial to (R6) High Density Residential, 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, May 8, 2007;

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

Whereas, in accordance with the provisions of the North Carolina General Statute 160A-383, the North Wilkesboro Board of Commissioners does hereby find and determine that the adoption of the ordinance rezoning the following described property is consistent with the adopted comprehensive plan and that the adoption of the ordinance rezoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and, as a result, its furtherance of the goals and objections of the comprehensive plan.

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 rezoning the property, hereinafter described from (GI) General Industrial to (R6) High Density Residential. The property rezoned by this amendment to the Zoning Ordinance of the Town of North Wilkesboro is described as follows:

Maplewood Trailer Court located between Armory & American Drew Manufacturing plant off of Armory Road., parcel ID #1402717, containing 21.26 acres.

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

Adopted this 8th day of May, 2007.

TOWN OF NORTH WILKESBORO

/s/ George Church, MAYOR

ATTEST:

/s/ Kay F. Minton, TOWN CLERK

Planning Director Rawls Howard presented a new section 19-24(h) to amend the current zoning ordinance to allow Bed and Breakfast Establishments in all residential districts upon issuance of a conditional use permit by the Board of Adjustment. Howard explained that this new section would allow the new owners of the property at 1001 Trogdon Street (former Joel Bentley home) to utilize their property as a bed and breakfast. Howard requested that the Board call for a public hearing to amend the zoning ordinance. Commissioner Baugham made a motion that we call for a public hearing. Motion was seconded by Commissioner Johnson and unanimously carried. The public hearing was scheduled for Tuesday, June 5, 2007 at 7:00 p.m.

Howard presented three recommendations for reappointment to the North Wilkesboro Planning Board for the Board's consideration as follows: In-Town members Cheryl Kilby and Jeffry Elmore and ETJ member, Neil Shepherd. Howard requested that the Town Board approve in-town members Kilby and Elmore, and recommend to the County that Shepherd be reappointed as an ETJ member. Commissioner Johnson made the motion. Motion was seconded by Commissioner Baugham and unanimously carried.

Howard asked that the Town Board approve an Ordinance to amend Chapter 5, Section 5-62(E) of the building code that was adopted on March 6, 2007. Howard explained that some typographical and text errors were discovered in the March 6th ordinance after its adoption and that this proposed ordinance would correct those errors. Commissioner Foster made a motion to approve the Ordinance. Commissioner Baugham seconded the motion. Motion unanimously carried.

AN ORDINANCE AMENDING CHAPTER 5 OF THE  
TOWN CODE OF THE  
TOWN OF NORTH WILKESBORO

WHEREAS, on March 6, 2007, the Board of Commissioners of the Town of North Wilkesboro adopted an ordinance to repeal and replace Chapter 5 (Buildings) of the Town Code.

WHEREAS, after approval of the ordinance, it was discovered that some minor changes needed to be made to Section 5-62(E) of the ordinance.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Town of North Wilkesboro, that Chapter 5, Section 5-62(E) of the ordinance adopted on March 6, 2007, be amended to read as follows:

5-62(E) If any occupant fails to comply with an order to vacate dwelling, the Housing Inspector may file a civil action in the name of the town to remove the occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any persons occupying the dwelling. The Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. 42.29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and at the hearing the Housing Inspector **shall have produced** the certified copy of **the** ordinance adopted by the Board of Commissioner pursuant to ~~division (B)~~ **subsection (C)** authorizing the Housing Inspector to proceed to vacate the occupied dwelling, the magistrate shall **have the authority to** enter judgment ordering that the premises be vacated and that all persons be removed. *(The remainder of the paragraph is unchanged.)*

This Ordinance shall be in full force and effect from the date of its adoption.

This the 8th day of May, 2007.

/s/ George Church, MAYOR

ATTEST:

/s/ Kay F. Minton, TOWN CLERK

Howard reminded the Board of the workshop meeting on Wednesday, May 16 at 12:00 noon to review the ordinance rewrite for Article IX.

Town Manager Perkins introduced a Resolution requesting the Department of Transportation to install directional signage at various locations. Commissioner Foster made a motion that the Resolution be accepted. Motion was seconded by Commissioner Johnson and unanimously carried.

RESOLUTION

WHEREAS, the Town of North Wilkesboro is participating financially in the site acquisition and utility extensions for the new Department of Transportation Welcome Center to be located on northbound U.S. 421 bypass; and

WHEREAS, the North Carolina Department of Transportation is responsible for the installation of signage within their rights-of-way; and

WHEREAS, the Town of North Wilkesboro desires the installation of additional directional signage for the Town of North Wilkesboro;

NOW THEREFORE, BE IT RESOLVED, that the Town of North Wilkesboro hereby requests that the North Carolina Department of Transportation install signage for the Town of North Wilkesboro on both the north and south bound directions of U.S. 421 bypass at Brushy Mountain Road / SR 1001. In addition, the Town also requests directional signage to North Wilkesboro at the top of the exit ramps.

BE IT FURTHER RESOLVED, the Town requests signage installed on north bound U.S. 421 bypass before the intersection of U.S. 421 Business / 268 (D Street).

This the 8<sup>th</sup> day of May, 2007.

/s/ George Church, MAYOR

ATTEST:

/s/ Kay F. Minton, TOWN CLERK

Commissioner Johnson made a motion to approve the advertisement of 2006 delinquent taxes. Commissioner Hall seconded the motion. Motion unanimously carried.

Attorney Vannoy presented a Substitution of Trustee Agreement, similar to last month, for the Board's approval. The Agreement would remove former town attorney John Logsdon as Trustee on a Deed of Trust and designate North Wilkesboro Department of Housing attorney Anthony Flanagan as Substitute Trustee. (Deed of Trust executed September 5, 2001, from Kathy M. Pennington and Lester R. Pennington, recorded in Book 0866, Page 0021 of the WCR). Commissioner Baugham made a motion to proceed. Motion was seconded by Commissioner Johnson and unanimously carried. (*A copy of the Substitution of Trustee is on file in the office of the Town Clerk*).

Manager Perkins presented the proposed budget for fiscal year 2007/2008 and advised that it would be available for public inspection on the town's website or in the Clerk's Office for the next 30 days. Commissioner Foster made a motion to call for a public hearing. Motion was seconded by Commissioner Baugham and unanimously carried. The public hearing was set for Tuesday, June 5, 2007 at 7:00 p.m.

Perkins presented a Resolution to allow banner type displays on utility poles within the town limits by approval of the Town Board. Commissioner Hall made a motion to approve the Resolution. Motion was seconded by Commissioner Ferguson and unanimously carried.

#### RESOLUTION

BE IT RESOLVED, that the Town of North Wilkesboro shall allow banner type displays on utility poles within town limits by authorization of the Board of Commissioners. This authorization is reserved for organizations or events that have been sanctioned by the Board of Commissioners.

FURTHER BE IT RESOLVED, that the Town of North Wilkesboro reserves the right to approve the content and layout of such banner type displays by board action or designated staff. Specifications for such banner type displays shall conform to either existing utility pole banner hardware or such hardware that we may have in the future.

This the 8<sup>th</sup> day of May, 2007.

/s/ George Church, MAYOR

ATTEST:

/s/ Kay F. Minton, TOWN CLERK

Manager Perkins presented a list of personal property for the Board to declare as surplus and authorize for sale at public auction on Saturday, June 9, 2007 at 10:00 a.m. at the Town garage on Flint Hill Road. Commissioner Foster made a motion to approve. Motion was seconded by Commissioner Baugham and unanimously carried.

**NOTICE OF SALE  
TOWN OF NORTH WILKESBORO  
NORTH CAROLINA, WILKES COUNTY**

The Town of North Wilkesboro proposes to sell the property hereinafter set forth in this notice on Saturday, June 9, 2007, at 10:00 a.m. The property described below is located at the “*new*” Town Garage of the Town of North Wilkesboro, which is located on Flint Hill Road in the Town of North Wilkesboro. The property will first be offered at public auction to the highest bidder at the date and time indicated. The Town reserves the right to reject any and all bids in regard to the property to be sold. Any property upon which a bid is rejected will then be held by the Town Manager through the close of business on June 19, 2007. Any persons wishing to make an offer for private purchase of any items on which the public bid was rejected shall, between the date of public sale on June 9, 2007, and the close of business on June 19, 2007, make such offer to the Town Manager.

The property to be sold at this public auction is as follows:

<b>Type Equipment</b>	<b>Serial or VIN #</b>	<b>Condition/Dept.</b>
135 Massey Ferguson Tractor	94199873	Poor
Bicycles		Varied
Brother HL5040 Laser Printer		Needs Drum
Flat Screen Monitor		Good
17” Compaq Monitor		Good
HP Scanjet		Fair
#51 6125 QP Joy Air Compressor	166383	Fair
Mighty Mole Boring Machine	M1800	Poor
John Deere F935 Front Mow, 60” Deck, 2242 hrs.	M0F935X130865	Poor Damaged Motor
IBM Selectric II Typewriter		Poor
1986 Dodge Ram 100	1B7FD04H3GS007697	Poor
1996 Chevrolet	1G1BL52POTR107307	Poor
1992 Ford, Vehicle	2FACP72W4NX202714	Poor
1995 Chevrolet	1G1BL52P4SR145993	Poor
		Poor
1993 Ford Pickup	1FTDF15Y5PLA42886	Bad Transmission
1991 Chevrolet Pickup	2GCEC19Z6M1240457	Poor
1996 Ford Dumpster Truck	1FDYW82E1TVA17126	Fair
1994 Ford Mobile Sweeper	1FDXR72C1RVA27188	Fair
		Junked-No Transmission or bed
1991 Chevrolet 1 Ton Parts	1GBHC34K8NE148631	
GM 5.7 engine and GM 4L60E automatic trans-mission	N255 (engine)	Good
	0199 (transmission)	Good
John Deere 455, 22 HP Diesel	M00455C040123	Poor
Kubota, Diesel	10571	Poor
33” deck for Snapper		Poor
	01558730 11176029	

(4) Snapper push mowers	31046333 R21501	Fair to Poor
Vac Fixed Asset #25.6020		Poor
Edger	18119K5C668	Fair
Snapper Edger ET 300		Fair
Goodyear 16.9x28 used tractor tire		Fair
Goodyear 16.9x28 tractor tire new		New
(11) Stoplights and miscellaneous parts		Poor
Police leather goods/holsters		Good

Departmental reports were presented by Police Chief Randy Rhodes and Fire Chief Niki Hamby. Police Officer Shane Cleary attended the meeting and brought the department's new drug dog, Eddi. Due to Cleary's added responsibilities as K-9 officer, Chief Rhodes requested a salary increase for Cleary. Commissioner Hall made a motion to increase his salary. Motion was seconded by Commissioner Foster and unanimously carried.

Town of North Wilkesboro  
Salary Review  
May, 2007

<u>Name/Position</u>	<u>Present Step/Grade</u>	<u>Present Salary</u>	<u>Proposed Step/Grade</u>	<u>Proposed Salary</u>	<u>Explanation</u>
Shane Cleary, Police Officer	9/9	30,201.60	9/10	30,950.40	Assumed extra duties with police dog

Fire Chief Niki Hamby updated the Board on their first year MerleFest camping fundraiser. Hamby thanked the Rotary Club for allowing the Fire Department to keep all of the proceeds that were raised this first year. Hamby presented two Mutual Aid Agreements between the North Wilkesboro Fire Department and Cricket and Knotville Fire Departments. Hamby advised that these agreements would allow Cricket and Knotville Fire Departments to assist in the Town's five mile jurisdictional limits if requested by the North Wilkesboro Fire Department. Commissioner Johnson made a motion to approve the Mutual Aid Agreements. Motion was seconded by Commissioner Ferguson and unanimously carried.

**MUTUAL AID AGREEMENT FOR FIRE PROTECTION**  
BETWEEN THE TOWN OF NORTH WILKESBORO  
AND CRICKET VOLUNTEER FIRE DEPARTMENT

NORTH CAROLINA

WILKES COUNTY

THIS AGREEMENT, made and entered into this the 8th day of May, 2007, by and between the Town of North Wilkesboro, a municipal corporation of Wilkes County, North Carolina and Cricket Volunteer Fire Department, a corporation existing under the laws of the State of North Carolina, hereinafter referred to as "the corporation".

**WITNESSETH:**

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 69, Section 40, of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, ho locaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, the area "the corporation" agrees to render mutual aid and assistance in is the Town of North Wilkesboro's five mile jurisdictional limit, which includes Canterbury Estates and Farms, and any other adjoining and/or satellite annexed areas within the city limits;

WHEREAS, by action of the Board of Commissioners of the Town of North Wilkesboro on the 8<sup>th</sup> day of May, 2007, and also by appropriate action on behalf of "the corporation", this agreement for reciprocal mutual aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, the Chief of the Fire Department of the Town of North Wilkesboro and the Chief of the Fire Department of "the corporation" shall have the implicit authority, upon notification by one of the parties to the other that an emergency does in fact exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required. Minimum available apparatus, equipment and manpower furnished by the responding party shall include six personnel and a 1,000 gallon pumper truck.
2. It shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death of or injury to any personnel of their own command responding to the request for mutual aid.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration or natural disaster due to firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.
6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire departments of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
7. Each party to this agreement shall assume all cost of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.
8. Upon receipt of a request for assistance by the chief of the fire department from the requesting party, and upon a determination by the chief of the fire department of the responding party that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the chief of the fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deems appropriate. Such response shall remain solely the decision of the chief of the fire department of the responding party.

9. The chief of the fire department in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief firefighting officer in command of the responding party.
  
10. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgement of the chief of the fire department of either party, such dispatch would not impose upon his own respective community a serious impairment to the fire defenses and fire protection.
  
11. Either party may, at any time, terminate this agreement, through its respective fire chief, upon the serving of a thirty-day written notice to the fire chief of the other party.
  
12. When the fire department personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workers' Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall also be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

IN WITNESS WHEREOF, the Town of North Wilkesboro has caused this instrument to be signed in its corporate name by its Mayor, attested by its Town Clerk and its corporate seal affixed and, Cricket Volunteer Fire Department has likewise caused this instrument to be signed in its corporate name, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

ATTEST:

TOWN OF NORTH WILKESBORO

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City Clerk

MAYOR

ATTEST:

CRICKET VOLUNTEER FIRE DEPARTMENT

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Secretary

President

**MUTUAL AID AGREEMENT FOR FIRE PROTECTION**  
 BETWEEN THE TOWN OF NORTH WILKESBORO  
 AND KNOTVILLE VOLUNTEER FIRE DEPARTMENT

NORTH CAROLINA

WILKES COUNTY

THIS AGREEMENT, made and entered into this the 8th day of May, 2007, by and between the Town of North Wilkesboro, a municipal corporation of Wilkes County, North Carolina and Knotville Volunteer Fire Department, a corporation existing under the laws of the State of North Carolina, hereinafter referred to as "the corporation".

**WITNESSETH:**

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 69, Section 40, of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, the area "the corporation" agrees to render mutual aid and assistance in is the Town of North Wilkesboro's five mile jurisdictional limit, which includes the Wilkes Industrial Park area off of Liberty Grove/River Road, and any other adjoining and/or satellite annexed areas within the city limits;

WHEREAS, by action of the Board of Commissioners of the Town of North Wilkesboro on the 8<sup>th</sup> day of May, 2007, and also by appropriate action on behalf of "the corporation", this agreement for reciprocal mutual aid assistance was duly authorized;

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, the Chief of the Fire Department of the Town of North Wilkesboro and the Chief of the Fire Department of "the corporation" shall have the implicit authority, upon notification by one of the parties to the other that an emergency does in fact exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required. Minimum available apparatus, equipment and manpower furnished by the responding party shall include six personnel and a 1,000 gallon pumper truck.
2. It shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death of or injury to any personnel of their own command responding to the request for mutual aid.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration or natural disaster due to firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.
6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire departments of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
7. Each party to this agreement shall assume all cost of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment,

tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting the aid upon receipt of an itemized statement of costs for such extinguishing agents.

8. Upon receipt of a request for assistance by the chief of the fire department from the requesting party, and upon a determination by the chief of the fire department of the responding party that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the chief of the fire department may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deems appropriate. Such response shall remain solely the decision of the chief of the fire department of the responding party.
9. The chief of the fire department in whose community the emergency exists, and who places the request for assistance, shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief firefighting officer in command of the responding party.
10. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgement of the chief of the fire department of either party, such dispatch would not impose upon his own respective community a serious impairment to the fire defenses and fire protection.
11. Either party may, at any time, terminate this agreement, through its respective fire chief, upon the serving of a thirty-day written notice to the fire chief of the other party.
12. When the fire department personnel are sent to another community pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workers' Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall also be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

IN WITNESS WHEREOF, the Town of North Wilkesboro has caused this instrument to be signed in its corporate name by its Mayor, attested by its Town Clerk and its corporate seal affixed and, Knotville Volunteer Fire Department has likewise caused this instrument to be signed in its corporate name, attested by its secretary and its corporate seal affixed, all on the day and year first above written, and this agreement is executed in duplicate.

ATTEST:

TOWN OF NORTH WILKESBORO

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City Clerk

MAYOR

ATTEST:

KNOTVILLE VOLUNTEER FIRE DEPARTMENT

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Secretary

President

