

**TOWN OF
NORTH WILKESBORO
BOARD OF COMMISSIONERS
AGENDA**



Regular Board Meeting

February 3rd 2026

5:30 p.m.

Town Hall Commissioners

Room 210 9th Street.

“Any individual with a disability who needs an interpreter or other auxiliary aids, please contact Dylan Blankley at 336-667-7129 ext. 3001 or email at townclerk@northwilkesboronc.gov. Please make this request 48 hours in advance of the scheduled meeting.”



**Town of North Wilkesboro
Commissioners Meeting Agenda
February 3, 2026**

I. Call to Order

II. Invocation

III. Pledge of Allegiance- BSA Pack & Troop 325

IV. Additions/Deletions

V. Approval of Agenda - (action needed)

VI. Awards and Recognitions

A.) Oath of Office for Officer Church - *Randy Huffman, Mayor*

B.) Special Recognition of Retiring Police Captain Shane Cleary- *Randy Huffman, Mayor*

VII. General Public Comment Period -

The mayor will acknowledge no more than five speakers. Speakers have five- minute limits.

VIII. Routine Business/Consent - (action needed)

All consent items may be approved in one motion. Items requiring further discussion may be pulled and voted upon separately.

C.) Board of Commissioners Regular Meeting Minutes April 28th, 2025- *Dylan Blankley, Town Clerk*

D.) Board of Commissioners Special Meeting Minutes July 8th, 2025- *Dylan Blankley, Town Clerk*

E.) Board of Commissioners Closed Session Meeting Minutes April 8th, 2025- *Dylan Blankley, Town Clerk*

F.) Town of North Wilkesboro Credit Card Policy- *Alisha Anderson, Finance Director*

G.) Call for Public Hearing on Rezoning Request for Parcel 1403300- *Joseph Kamperman, Planning Director*

IX. Town Manager's Report/Emerging Issues –

Town Manager Eddie Holland & Town Attorney Victoria Brooks

- Topics as necessary to inform the community and Board of Commissioners on town operations.

X. Consideration of Old Business-**XI. Consideration of New Business-**

- H.) North Wilkesboro Annual Audit Presentation- *Cindy Randolph, C. Randolph CPA, PLLC*
- I.) Public Hearing for Annexation on 271 Boone Trail- *Dylan Blankley, Town Clerk*
- J.) Introduction to Proposal with ADP for Payroll Management- *Alisha Anderson, Finance Director*
- K.) Road Closure Request for Wilkes County Farmers Market- *Alyssa Billings, Community Development Coordinator*
- L.) North Wilkesboro Joint Water Intake Resolution- *Eddie Holland, Town Manager*
- M.) Memorial Park Lighting Presentation- *Eddie Holland, Town Manager*
- N.) Unified Development Ordinance Agreement- *Victoria Brooks, Town Attorney*
- O.) America 250 Update- *Randy Huffman, Mayor*
- P.) Amendment to Board of Commissioners Meeting Calendar- *Randy Huffman, Mayor*

XII. Closed Session- (if needed)**XIII. Adjourn**

VI. Awards and Recognitions

- | |
|---|
| A.) Oath of Office for Officer Church - <i>Randy Huffman, Mayor</i>
B.) Special Recognition of Retiring Police Captain Shane Cleary- <i>Randy Huffman, Mayor</i> |
|---|

STAFF RESOURCES: Randy Huffman, Mayor

BACKGROUND:

- The following is an Oath of Office for Officer Lauren Ashely Church.
- The following is a Proclamation for retiring Police Captain Shane Cleary.

ACTION:

- Mayor to swear in Officer Church.
- Mayor to read proclamation for Captain Cleary.

ATTACHMENTS:

1. Oath of Office for Officer Church.
2. Proclamation for Captain Cleary.

**OATH OF OFFICE
NORTH WILKESBORO POLICE DEPARTMENT**

I, Lauren Ashely Church, solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith; that I will be alert and vigilant to enforce the criminal laws of this State; that I will not be influenced in any matter on account of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Police Officer with the North Wilkesboro Police Department according to the best of my skill, abilities, and judgment; so help me, God.

Lauren Ashely Church

Sworn to and subscribed before me this, the 3rd day of February, 2026

Randy C. Huffman, MAYOR

Living starts here!



North Wilkesboro, NC

PROCLAMATION DECLARING FEBRUARY 3, 2026
AS SHANE CLEARY DAY
IN NORTH WILKESBORO, NORTH CAROLINA

WHEREAS, we are here today to express our appreciation to Captain Shane Cleary and to honor him for his distinguished 30-year career with the Town of North Wilkesboro; and

WHEREAS, Shane began his career with the North Wilkesboro Police Department on October 27, 1997, as a night shift police officer and has worked under five police chiefs, seven town managers and six mayors; and

WHEREAS, Shane has played an important role with the Town while advancing through the ranks as a Police Officer, Police Sergeant and Police Captain. His assignments during his career include Police Officer in Patrol, K-9 Officer, Investigator in the Criminal Investigation Division, Sergeant in the Criminal Investigation Division, and Captain in Criminal Investigation Division; and

WHEREAS, Shane also has served as the President of the Wilkes Law Enforcement Officers Association and is currently the State Trustee for the Wilkes County Fraternal Order of Police; and

WHEREAS, on behalf of the Board of Commissioners of the Town of North Wilkesboro, I want to express my sincere appreciation to Shane for his loyalty to the Town of North Wilkesboro over the past 30 years and wish him much happiness as he begins this exciting new chapter in his life.

NOW, THEREFORE, I, Randy Huffman, Mayor of the Town of North Wilkesboro, do hereby proclaim Tuesday, February 3, 2025, as:

Shane Cleary Day

in the Town of North Wilkesboro, and urge all citizens and employees to join me and Board of Commissioners in congratulating Shane on an outstanding career with the Town of North Wilkesboro and expressing our sincere appreciation to him for his unwavering dedication and service. We wish him many years of happiness and good health.

PROCLAIMED this the 3rd day of February, 2026.

Randy C. Huffman, MAYOR

ATTEST:

J. Dylan Blankley, TOWN CLERK

VIII. Routine Business/Consent Agenda (*action needed*)

Approve the below items in the routine business/consent agenda that include the following:

- C.) Board of Commissioners Regular Meeting Minutes April 28th, 2025- *Dylan Blankley, Town Clerk*
 D.) Board of Commissioners Special Meeting Minutes July 8th, 2025- *Dylan Blankley, Town Clerk*
 E.) Board of Commissioners Closed Session Meeting Minutes April 8th, 2025- *Dylan Blankley, Town Clerk*
 F.) Town of North Wilkesboro Credit Card Policy- *Alisha Anderson, Finance Director*
 G.) Call for Public Hearing on Rezoning Request for Parcel 1403300- *Joseph Kamperman, Planning Director*

C.) Board of Commissioners Regular Meeting Minutes April 28, 2025- *Dylan Blankley, Town Clerk*

STAFF RESOURCES: Dylan Blankley, Assistant Town Manager/ Town Clerk

FUNDING: N/A

BACKGROUND:

- The following draft regular meeting minutes are submitted to the Board of Commissioners for review. They include the April 28, 2025, Regular Meeting Minutes.

ACTION:

- Clerk Blankley is requesting the board to approve the Board of Commissioner's Regular Meeting Minutes as written or approve the regular meeting minutes as amended for April 28, 2025.

ATTACHMENTS:

1. Regular Meeting Minutes for April 28, 2025.

D.) Board of Commissioners Special Meeting Minutes July 8, 2025- *Dylan Blankley, Town Clerk*

STAFF RESOURCES: Dylan Blankley, Assistant Town Manager/ Town Clerk

FUNDING: N/A

BACKGROUND:

- The following draft special meeting minutes are submitted to the Board of Commissioners for review. They include the July 8th, 2025, Special Meeting Minutes.

ACTION:

- Clerk Blankley is requesting the board to approve the Board of Commissioner's Special Meeting Minutes as written or approve the special meeting minutes as amended for July 8th, 2025.

ATTACHMENTS:

1. Special Meeting Minutes for July 8, 2025.

E.) Board of Commissioners Closed Session Meeting Minutes April 8, 2025- *Dylan Blankley, Town Clerk*

STAFF RESOURCES: Dylan Blankley, Assistant Town Manager/ Town Clerk

FUNDING: N/A

BACKGROUND:

- The following draft closed session meeting minutes are submitted to the Board of Commissioners for review. They include the April 8th, 2025, Closed Session Meeting Minutes.

ACTION:

- Clerk Blankley is requesting the board to approve the Board of Commissioner's Closed Session Meeting Minutes as written or approve the closed session meeting minutes as amended for April 8th, 2025.

ATTACHMENTS:

1. Special Meeting Minutes for April 8, 2025. (Provided at meeting)

F.) Town of North Wilkesboro Credit Card Policy- *Alisha Anderson, Finance Director*

STAFF RESOURCES: Alisha Anderson, Finance Director

FUNDING: N/A

BACKGROUND:

- The following policy change is submitted to the Board for their review. It includes a credit card policy to comply with town operations.

ACTION:

- Director Anderson is requests feedback and/or motion to approve the Town of North Wilkesboro Credit Card Policy.

ATTACHMENTS:

1. Town of North Wilkesboro Draft Credit Card Policy.

G.) Call for Public Hearing on Rezoning Request for Parcel 1403300- *Joseph Kamperman, Planning Director*

STAFF RESOURCES: Joseph Kamperman, Planning Director

FUNDING: N/A

BACKGROUND:

- The following is a call for a public hearing on a rezoning request for Parcel 1403300 located at 211 Elkin Highway.
- For additional information, please see the attached staff report.

ACTION:

- Director Kamperman requests the board to call for a Public Hearing on February 26th, 2026 or at the next scheduled meeting date.

ATTACHMENTS:

1. Parcel 1403300 Rezoning Staff Report.

**TOWN OF NORTH WILKESBORO
COMMISSIONERS MEETING**

DATE: APRIL 28, 2025

5:30 P.M.

HELD AT THE NORTH WILKESBORO BOARD OF COMMISSIONERS BOARD ROOM

THERE WERE PRESENT: Marc R. Hauser, Mayor
 Andrew Palmer, Mayor Pro-tem
 Michael Parsons, Commissioner
 Angela Day, Commissioner
 Kristopher Hurley, Commissioner

ALSO PRESENT: J. Dylan Blankley, Interim Town Manager & Town Clerk
 Victoria Brooks, Town Attorney
 Brad Mathis, Police Chief
 Joseph Kamperman, Planning Director
 Sarah Davis, Planner 1
 Nate Reavis, Parks & Recreation Director
 Robby Gentle, Fire Chief

Commissioner Otis Church was absent.

CALL TO ORDER

I. II. III. Call to Order, Invocation, and Pledge of Allegiance –

Mayor Hauser called the meeting to order at 5:31 p.m. and delivered the invocation.

Mayor Hauser asked Police Chief Brad Mathis to lead the Pledge of Allegiance.

IV. Additions/Deletions to the Agenda –

There were no additions to the agenda.

V. Approval of Agenda -

Mayor Hauser called for a motion to approve the agenda as written. **The motion to approve the agenda was made by Commissioner Hurley and seconded by Commissioner Palmer. Motion unanimously carries, (4-0).**

V. Consideration of New Business-

A.) Appointment of an Acting Town Clerk- *J. Dylan Blankley, Interim Town Manager & Town Clerk*

Interim Manager Blankley stated that while serving as interim he will continue with his clerk responsibilities. However, writing minutes during the meeting would be very difficult. Interim Manager Blankley recommended the appointment of an acting clerk while he serves as manager.

The motion to appoint Sarah Davis as Acting Town Clerk was made by Commissioner Palmer and seconded by Commissioner Parsons. The motion passed unanimously (4-0).

B.) Presentation on the Smoot Park Revitalization Project- *Scott Whelchel, Wharton Smith Construction*

Interim Manager Blankley presented this item. Interim Manager Blankley stated that staff have been working to get the Smoot Park Project underway, the town has a \$3 million dollar state earmark.

The Wharton Smith team plans to do a presentation and has been caught in traffic. Manager Blankley stated that the current plan is to redo the North Wilkesboro Pool and accessory area. The skate park has been removed from this project and a different company is designing the skate park. Staff have recently had a community input session to receive feedback on the design. Scott Whelchel and his team will present on the project budget when they arrive. *At 5:40 PM, the Board recessed until 5:45 PM.*

Scope of Work

Mr. Scott Whelchel of Wharton Smith Construction introduced himself and apologized for his tardiness. Wharton Smith has been a company for 40 years across the southeast and 20 years in the Carolinas. The scope of the project includes a zero-entry pool, corkscrew slide, large new pool deck, covered structure in the back corner near the slide, new fencing, new pool equipment building raised above BFE. The pool house will receive renovations to become ADA compliant, a pavilion restroom update, the river access and parking upgrades for better turn around access. The current projected GMP is \$6,001,824. The pool house will now have a new lobby with a check in, lifeguard station and staff lockers. The office in the rear of the building will look onto the pool. The restrooms will be on the left and right sides of the lobby. The covered patio will stay but be updated to match the rest of the building including a stone wainscoting around the bottom with shiplap siding.

Mr. Whelchel continued that the most fun part will be the pool; the slide will be a large draw for the community. The pool is five feet deep and steps up to the zero-entry area. The splash pad area will feature a bucket feature and some water guns. There is an ADA accessible access on the right-hand side.

Project Schedule

Ron Wagner of Wharton Smith stated the project is very tight on time due to redesign and rebidding. The subcontractors will not hold their pricing for much longer. Wharton Smith is requesting a notice to proceed. This would allow them to execute a GMP by May 6th and mobilize by late May. It should not be an issue to be open by Memorial Day.

Budget Presentation & Q&A

Mr. Whelchel stated that the budget is a lump sum contract with contingencies to cover the what ifs that occur during construction. 100% of the contingency that is not spent comes back to the town. There is an unsuitable soil contingency due to the unknowns about what is under the pool. After the pool is demolished, there will be some soil testing to ensure that it is structural. There is a low voltage and security budget allowance and still need to be designed. The design team is still involved, but they are less involved. The general conditions cover for Job Superintendent Andy Lail, Project Manager David Price, and things such as office expenses. Direct costs: FF&E allowance, some furniture may be able to be reused. The landscaping will be code required with an option for additional landscaping. There was a decrease in the earthwork budget and a small increase in the concrete budget to allow a local contractor to participate.

The Wharton Smith team provided each of the alternates for the project. Alternatives 1-7 are additions and 8A-16 are deductions.

Commissioner Parsons asked about alternate 15 the pool shade structure. Mr. Wagner stated that eliminating the timber structure is a deduct of \$43,242, it can be done later but would require tearing up the pool deck. Mr. Whelchel stated they could explore just the footings, but would need an

engineer to approve this. Commissioner Parsons stated the shade structure added a lot to the overall look of the pool. Mr. Welchel stated how the design build process works is the builder identifies a scope of work and there are options to make a decision on. They include a base scope of work and alternates. There are some decisions that can be made later on in the project. Commissioner Parsons asked if the town staff would be unable to demolish the pool deck due to the tight timeline. Parks Director Reavis confirmed that staff would be unable to complete the demolition due to the equipment that would be needed. Manager Blankley stated that due to mowing season director Reavis does not have his full staff available to assist with the demolition.

Commissioner Palmer asked what was the total with all additions. Director Reavis stated it would be \$6,200,225. Commissioner Palmer asked what would the cost be if the dirt under the pool was bad. Mr. Welchel stated it was currently unknown. Worst case scenario could be really bad, but reasonably we have a good contingency available in \$50,000. Commissioner Palmer asked about the original budget price. Mr. Welchel stated the scope of work has changed several times. There have been increases directly caused by Hurricane Helene. A lot of local contractors who originally showed interest were focused on western North Carolina. Commissioner Palmer stated if we do not build the skatepark, do we have to change our grants? Manager Blankley stated that staff would have to change the scope of work and Retired Finance Director Bauguess was not concerned. *The Board discussed voting on the Smoot Park Project.* Mayor Hauser stated he was hopeful to get everyone's questions asked and points made so the Board could vote on the project. Commissioner Hurley asked what the likelihood was that Wharton Smith met or came under the \$6,001,824 GMP. Mr. Welchel stated that he was confident they would come in under the GMP and the contingencies were for anything that comes up during the project. Mr. Welchel stated that as long as we stay within the scope and not add another pool we will come in under the lump sum. Commissioner Hurley asked about moving the boat ramp and kayak launch into a Phase 2 how much would this save? Mr. Welchel replied he did not know right away, but would provide more information. However, he did advise that that portion of the project may be tied to the grant funding. Commissioner Parsons requested a clarification on alternate 16A, the savings indicate \$12,000 in the alternate sheet and \$18,905 in the budget book. Mr. Welchel stated the \$18,905 was correct. *The Board discussed the change in design to the large pavilion shelter.* Counselor Brooks stated that on May 6th the contract would be for 6 million, but if the amount changed would be total contract be adjusted. Mr. Welchel stated once the sub-contractors were locked in, they could provide a fully deducted change order. Commissioner Parsons asked if we did not lock in the sub-contractors, would it be a significant price increase? Mr. Welchel stated there have been several events since pricing was locked in with tariffs. Commissioner Parsons asked if the 3-million-dollar grant was time sensitive. Manager Blankley verified that it was time sensitive. Commissioner Palmer expressed concern about the initial design from Withers Ravenel showing \$500,000 for the pool. These estimates were probably not realistic in the first place. Mr. Welchel stated that is probably fair. Commissioner Palmer asked if there was a possibility for additional cost savings or if the contractor will come back later asking for additional funds. Mr. Welchel stated the contract will not allow the subcontractor or Wharton Smith. Commissioner Palmer suggested making a decision on the additions tonight. Mayor Hauser stated that a decision was not required tonight. Mr. Welchel stated that they would provide a deadline on decisions for the additional alternates. *The board discussed the alternates for the project.* Mayor Hauser stated that he wanted all of the board to have all of their questions answered tonight. Commissioner Palmer asked for the pool lifespan. Mr. Welchel stated he would have to provide that later. The pool does have a warranty and they will provide operational manuals. Commissioner Palmer asked Manager Blankley if we were

spending \$2.5 million to redo a park and pool that has not been done since the 1970s. Manager Blankley stated it would be \$2.8 million, but otherwise is correct.

Commissioner Palmer made the motion to approve the Smoot Park Revitalization Project. The motion was seconded by Commissioner Parsons seconded the motion and it passed unanimously (4-0).

XII. Closed Session

At 6:38 p.m., Commissioner Parsons made a motion to enter into closed session according to G.S. 143-318.11(a)(3), for the purpose of attorney client privilege. The motion was seconded by Commissioner Hurley and passed unanimously (4-0).

Commissioner Hurley made the motion to include Planning Director Joseph Kamperman in closed session. The motion was seconded by Commissioner Parsons and passed unanimously (4-0).

The Board exited closed session at 7:36 p.m.

XIII. Adjourn-

With no other comments or concerns, Mayor Hauser called for a motion to adjourn. The motion to adjourn the meeting was made by Commissioner Hurley and seconded by Commissioner Parsons. The motion passed unanimously (4-0). The meeting adjourned at 7:37 p.m.

Randy C. Huffman, Mayor

J. Dylan Blankley, Town Clerk

Approved: _____

**TOWN OF NORTH WILKESBORO
COMMISSIONERS MEETING**

DATE: July 8, 2025

5:30 P.M.

HELD AT THE NORTH WILKESBORO BOARD OF COMMISSIONERS BOARD ROOM

THERE WERE PRESENT: Marc R. Hauser, Mayor
 Andrew Palmer, Mayor Pro-tem
 Kristopher Hurley, Commissioner
 Otis Church, Commissioner
 Angela Day, Commissioner

ALSO PRESENT: J. Dylan Blankley, Interim Town Manager & Town Clerk
 Victoria Brooks, Town Attorney
 Robby Gentle, Fire Chief
 Brad Mathis, Police Chief
 Taylor Berry, Community Development Director
 Alyssa Billings, Community Development Coordinator

Commissioner Michael Parsons was absent.

CALL TO ORDER

I. II. III. Call to Order, Invocation, and Pledge of Allegiance –

Mayor Hauser called the meeting to order at 5:30 p.m. and Coordinator Billings delivered the invocation.

Mayor Hauser then asked Police Chief Brad Mathis to lead the Pledge of Allegiance.

IV. Additions/Deletions to the Agenda –

There were no additions or deletions to the agenda.

V. Approval of Agenda -

Mayor Hauser called for a motion to approve the agenda. **The motion to approve the agenda was made by Commissioner Hurley and seconded by Commissioner Church. Motion unanimously carries, (4-0).**

VI. Awards and Recognitions

There were no awards and recognition for this meeting.

VII. General Public Comment Period -

The mayor will acknowledge no more than five speakers. Speakers have five-minute limits.

There were no general public comments.

VIII. Routine Business/Consent - (action needed)

All consent items may be approved in one motion. Items requiring further discussion may be pulled and voted upon separately.

A.) Board of Commissioners Regular Meeting Minutes June 26, 2025- *Dylan Blankley, Town Clerk*

The motion to approve the consent agenda was made by Commissioner Church and seconded by Commissioner Hurley. Motion unanimously carries, (4-0).

IX. Manager's Report/Emerging Issues –

J. Dylan Blankley, Interim Town Manager & Town Attorney Victoria Brooks

Interim Manager Blankley's report included the following:

- Ribbon Cutting Graystone Eye Center: Mayor Hauser, Commissioner Hurley, Interim Manager Blankley, and Director Kamperman attended a ribbon cutting at Graystone Eye Center.
- Smoot Park Update: Smoot Park is progressing well ahead of schedule. Some plumbing work is ongoing and once it is completed, the heavier work on the large pavilion shelter will begin.
- Marketplace Meltdown: Director Berry and Coordinator Billings did a great job with the annual marketplace meltdown event. The event was well attended.
- Wild Fox Sightings: There have been several wild fox sightings recently. Please be aware and if you see a fox out during the day, do not approach the fox.

There was no attorney's report for this meeting.

Emerging Issues:

Commissioner Palmer: Commissioner Palmer requested an update on the fire department. Interim Manager Blankley stated that Jackson Builders is still working on the design. They anticipate to provide preliminary design in early August. Commissioner Palmer asked if staff planned to provide the design and cost to the board when it was prepared. Manager Blankley stated the plan was to receive feedback from the fire department to ensure they have equity in the new station and then bring the design to the board for review. Commissioner Palmer expressed concern about making a decision before it was urgent.

Commissioner Palmer requested a policy on how the board creates committees to ensure everything is set up correctly. Counselor Brooks asked whether the board wants her to draft a written policy on the creation of committees. Commissioner Day agreed with creating an updated policy on committees, as the board has had them in the past. Counselor Brooks stated that a policy is recommended by the NC League of Municipalities and the UNC School of Government.

Commissioner Palmer requested that staff resume streaming meetings online. He stated that there were concerns about liability for the town, but transparency outweighs the liability issues. Commissioner Day agreed. *The board requested Counselor Brooks to investigate the liability issues.* Commissioner Palmer asked if we have a policy about how we create the minutes. Manager Blankley stated that we do not and the UNC School of Government has recommendations on how to do minutes and we are more detailed than they recommend.

Mayor Hauser: Mayor Hauser requested an update on the 17-acre property on 2nd Street. Manager Blankley stated he did not have an update at this time.

Commissioner Hurley: Commissioner Hurley requested an update on Provalus. Manager Blankley stated they are working on little things to wrap up the building. The town is not holding them up and they are working through an issue with the fire marshal. They are preparing to put utilities in their name. Commissioner Hurley requested a launch date. Manager Blankley stated they have not provided one to date, but he plans to reach out to a different member of their team.

Commissioner Hurley requested an update on Hidden Brook Sporting Club. Manager Blankley stated things were going well so far. Mayor Hauser stated that they opened up their archery area.

X. Consideration of Old Business-

There was no Old Business at this meeting.

XI. Consideration of New Business-

B.) Town of North Wilkesboro Logo & Seal Policy Presentation- *Taylor Berry, Community Development Director*

Director Berry presented this item. Director Berry stated that back in February, the board voted to return the smoke to the town seal. A graphic designer returned the smoke to the seal. Director Berry stated she has drafted some policies on the use of the town seal and logo. The policy covers the purpose and authorized uses for the seal and logo. Commissioner Palmer asked where the town seal be used vs the town logo. Director Berry stated the seal would be for formal documents, including annual reports, budgets, agendas, minutes, etc. The logo would be used for general identification and marketing of the town. In addition, there is a document for town staff on letterhead, business cards, and email signatures. Commissioner Palmer asked the board about placing the seal on the town signs and parks. The board requested a cost estimate on this update. **The motion to approve the logo and seal policy was made by Commissioner Church and seconded by Commissioner Hurley. The motion passed unanimously (4-0).**

C.) Street Closure Request from Wilkes Art Gallery (NAE Opening & Jim Lyall Day)- *Alyssa Billings, Community Development Coordinator*

Coordinator Billings presented this item. Coordinator Billings stated this was for the Northwest Artist Exhibition in addition to the proclaimed Jim Lyall Day. The street closure is for a portion of C Street from 4:00 PM- 8:00 PM on July 18th 2025.

The motion to approve the street closure for the Wilkes Art Gallery Jim Lyall Day was made by Commissioner Hurley and seconded by Commissioner Church. The motion passed unanimously (4-0).

D.) Street Closure Request from Wilkes Art Gallery (Jackson Hamilton COL)- *Alyssa Billings, Community Development Coordinator*

Coordinator Billings presented this item. Coordinator Billings stated this was for the celebration of life for Jackson Hamilton and will be held at the Wilkes Art Gallery the following day on July 19th 2025. The Wilkes Art Gallery is requesting a closure of the same portion of C Street from 11:00 AM to 5:00 PM.

The motion to approve the street closure for the Wilkes Art Gallery Jackson Hamilton Celebration of Life was made by Commissioner Hurley and seconded by Commissioner Church. The motion passed unanimously (4-0).

E.) Street Closure Request from Whimsical Nook (Music in the Park)- *Alyssa Billings, Community Development Coordinator*

Coordinator Billings presented this item. Coordinator Billings stated this was the Whimsical Nook Music in the Park. This event would take place in the marketplace alley. The closure is from building 928-915 and would take place from 4:00 PM- 7:00 PM on August 8th 2025.

The motion to approve the street closure for the Whimsical Nook, Music in the Park, was made by Commissioner Hurley and seconded by Commissioner Church. The motion passed unanimously (4-0).

XII. Closed Session

There was no closed session at this meeting.

XIII. Adjourn-

With no other comments or concerns, Mayor Hauser called for a motion to adjourn. The motion to adjourn the meeting was made by Commissioner Church and seconded by Commissioner Hurley. The motion passed unanimously (4-0). The meeting adjourned at 5:49 p.m.

Randy C. Huffman, MAYOR

J. Dylan Blankley, Town Clerk

Approved: _____

CREDIT CARD POLICY TOWN OF NORTH WILKESBORO

PURPOSE

The purpose of this policy is to establish procedures for the administration of Town credit cards and to regulate their use.

SCOPE

This policy applies to all Town departments, including all employees who are authorized and issued a Town credit card. This policy does not replace or circumvent procurement policies and procedures.

POLICY

It is the policy of the Town of North Wilkesboro that the Finance Department (Finance) shall be the primary department responsible for managing Town credit cards, including the sole authority to obtain credit cards on the Town's behalf. Finance shall oversee the accounts and maintain the list of authorized cardholders. The Town will make effort to limit the number of cards issued. A Department Head may submit a written request to become (or identify) an authorized cardholder to Finance that demonstrates clear need and explains why standing procurement procedures are not sufficient. No card may be issued without approval from the Finance Officer.

A cardholder must review and sign the Cardholder Agreement. Signed copies should be sent to Finance, as well as the Human Resources Department for inclusion in the cardholder's personnel file. The credit card limit is set by the Finance Officer.

Town Credit Card Use

Town issued credit cards should only be used in the following situations:

- Emergencies that present a public safety hazard or threat.
- A purchase order cannot be issued or cannot be paid through the routine accounts payable/procurement process.
- As authorized by the Finance Officer or designee.

All purchases shall comply with applicable Town policies and procurement procedures. Credit cards should not be used to circumvent routine procurement procedures and should only be used for official Town business. Under no circumstances shall a Town credit card be used for personal use or gain. Individuals or groups who conduct any personal business with a Town credit card will be subject to corrective action up to and including termination and/or criminal prosecution. Cash advances are strictly prohibited.

Documentation and Payment

At the time of a transaction, the cardholder shall obtain and retain an original, detailed transaction receipt. Lack of proper documentation or authorizations may result in loss of credit card privileges and/or personal liability. Securing missing receipts shall be the responsibility of the cardholder. The cardholder shall validate card charges monthly and reconcile to the card statement. Finance will prescribe a monthly validation and signoff process for each cardholder.

Lost, Stolen, or Compromised Cards

It is the responsibility of the cardholder make notifications in the event of a lost, stolen, or compromised card. A cardholder should immediately notify the Finance Office. A cardholder should notify the local Police Department after Finance if they believe criminal activity may have occurred.

Authorized Employee Termination

Upon termination of employment for any reason, an authorized cardholder must relinquish their credit card to the Finance Office at the time of separation and ensure the account is reconciled. The Human Resources Department should notify the Finance Office of a termination as soon as possible. The Finance Office will instruct the credit card issuer to deactivate the card. Any cardholder who uses a Town credit card fraudulently after termination shall be subject to legal action.

Audit

The Finance Office may conduct audits of card activity and related document management at any time. If necessary, the Finance Officer may suspend or terminate a cardholder's account.



**TOWN OF NORTH WILKESBORO
BOARD OF COMMISSIONERS STAFF REPORT- REZONING REQUEST
February 3rd, 2026**

DATE OF HEARING: Board of Commissioners to call for a Public Hearing on February 26th, 2026 or at the next scheduled meeting date.

APPLICANT: Scott Nafe

PROPERTY LOCATION: 211 Elkin Highway

PIN: 3869-81-0468

Parcel ID #: 1403300

ACREAGE: 1.46

REQUESTED ACTION: Rezone parcel from *LI: Light Industrial* to *HB: Highway Business*

DEVELOPMENT POTENTIAL: Permitted Highway Business (HB) uses range from commercial to some general retail and professional/medical office uses. For a full list of uses, please see the attached Permitted Use Table.

SURROUNDING LAND USE AND ZONING: Surrounding land uses are primarily light industrial to the east and west, institutional to the north and commercial to the south of the parcel. Surrounding zoned properties are (LI) Light Industrial and (HB) Highway Business.

ACCESS: Off of Elkin Highway and School Bus Drive

SEWER AND WATER: Town sewer and water is available at the entrance of the parcel.

REVIEW CRITERIA: In reviewing and making recommendations on proposed zoning map amendments, the Board of Commissioners shall consider the following factors:

1. **Consistency of the proposed zoning with the Town of North Wilkesboro Comprehensive Plan:** The Future Land Use Map identifies this property as a General Industrial designation.

Future Land Use Map excerpt from North Wilkesboro's Comprehensive Plan below, see line encircling parcel under consideration for rezoning.



2. **Existing land uses within the general vicinity of the subject property:** Surrounding properties are industrial, commercial, professional, and institutional.
3. **The zoning classification of property within the general vicinity of the subject property:**
 - 1) Parcels zoned Light Industrial (LI) are found abutting to the north, east, and west of the parcel, and 2) parcels zoned Highway Business (HB) are found adjacent to south of the parcel. See attached map from the North Wilkesboro Zoning Map with highlight on the property under consideration for rezoning.
4. **The suitability of the subject property for the uses permitted under the existing and proposed zoning classification:** The property is abutting to Light Industrial (LI) as well as adjacent to Highway Business (HB) zoned districts. At present, the zoning district allows for industrial and some commercial uses. The proposed zoning classification would allow for commercial, general retail, and professional/medical office uses. Industrial uses may be limited by the current lot size. The size of the tract would allow for a variety of uses permitted in the HB district.

5. **The extent to which rezoning will detrimentally affect properties within the general vicinity of the subject property:** This would be considered a downzoning allowing for more commercial uses. The current zoning allows for more industrial uses. This zoning change would allow for an increase in commercial opportunities within town limits.

PLANNING BOARD DETERMINATION:

Staff advertised for a public hearing with the Planning Board meeting the Board's Rules and Procedures requirements. The Planning Board made a recommendation to approve this rezoning on January 8th, 2026. Their formal recommendation is included in your agenda packet.

MOTION: The Board of Commissioners will need to call for a public hearing on February 26th, 2026 or at the next scheduled meeting date.

Planning Board Recommendation

Item of Consideration: Rezone parcel at 211 Elkin Highway from *LI: Light Industrial District* to *HB: Highway Business District*; PIN: 3869-81-0468/Parcel ID #: 1403300

Zoning Districts: *LI: Light Industrial District* and *HB: Highway Business District*

Meeting Date: Thursday, January 8th, 2026

WHEREAS, N.C.G.S. 160D-601 authorizes municipal governing boards to amend development regulations; and

WHEREAS, the Planning Board convened to consider the proposed rezoning petition at which time Town staff was given the opportunity to present the proposed changes and the Planning Board was given the opportunity to comment and ask questions and conduct a hearing for public comment; and

WHEREAS, the Planning Board held a public hearing on Thursday, January 8th, 2026; and

WHEREAS, the Planning Board has made the following findings and conclusions and adopted the following consistency statement:

Comprehensive Plan Consistency Statement January 8, 2026

Zoning case no. RZ- 2601

Address: Parcel ID 1403300; 211 Elkin Highway

Applicant: Scott Nafe

After considering the policies, maps, and other materials included as a part of the Comprehensive Plan, the Town of North Wilkesboro's Planning Board determines that the proposed zoning map amendment is **CONSISTENT** with the Comprehensive Plan and other adopted plans, is **INCONSISTENT** with the Future Land Use Map and should be **APPROVED**. The action taken is reasonable and in the public interest because: The request would encourage building reuse, due to the existing building being more conducive to uses permitted in Highway Business as well as allow for more mixing of uses (commercial & institutional) currently not permitted.

The request has been found to be consistent with the following **Comprehensive Plan policies**:

Goal B.1 – Develop and Utilize Flexible Land Use Controls

Policy 11 – Allow for more mixing of uses.

Policy 16 – Analyze existing land use through field verification.

Goal B.2 – Maximize Redevelopment Potential for Vacant Structures and Parcels

Policy 20 – Encourage building reuse by district.

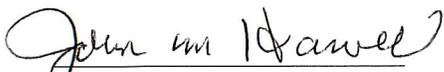
Policy 21 – Encourage the use of existing buildings and sites within current town limits.

Goal C.3 – Encourage Diversity in Transportation Options and Availability

Policy 66 – Continue to plan, implement, and encourage projects that enhance the appearance of major vehicular corridors.

NOW, THEREFORE, BE IT RESOLVED, on the basis of the foregoing findings and conclusions, that the Planning Board does hereby recommend to the Town Board that the proposed rezoning be **APPROVED** or **DENIED** based upon the following vote:

FOR: 6 **AGAINST:** 0



John Harwell, Chair

Town of North Wilkesboro Planning Board

XI. Consideration of New Business (*action needed*)

- H.) North Wilkesboro Annual Audit Presentation- *Cindy Randolph, C. Randolph CPA, PLLC*
- I.) Public Hearing for Annexation on 271 Boone Trail- *Dylan Blankley, Town Clerk*
- J.) Introduction to Proposal with ADP for Payroll Management- *Alisha Anderson, Finance Director*
- K.) Road Closure Request for Wilkes County Farmers Market- *Alyssa Billings, Community Development Coordinator*
- L.) North Wilkesboro Joint Water Intake Resolution- *Eddie Holland, Town Manager*
- M.) Memorial Park Lighting Discussion- *Eddie Holland, Town Manager*
- N.) Unified Development Ordinance Agreement- *Victoria Brooks, Town Attorney*
- O.) America 250 Update- *Randy Huffman, Mayor*
- P.) Amendment to Board of Commissioners Meeting Calendar- *Randy Huffman, Mayor*

H.)North Wilkesboro Annual Audit Presentation- *Cindy Randolph, C. Randolph CPA, PLLC*

STAFF RESOURCES: *Cindy Randolph, C. Randolph CPA, PLLC*

FUNDING: TBD.

BACKGROUND:

- North Carolina General Statute 159-34 requires each unit of local government to have its accounts audited each fiscal year and to submit a copy of the audit report to the Secretary of the Local Government Commission (LGC).

ACTION:

- Board Discussion will be needed on this item.

ATTACHMENTS:

1. 2025 Financial Summary.

I.) Public Hearing for Annexation on 271 Boone Trail- *Dylan Blankley, Town Clerk*

STAFF RESOURCES: *Dylan Blankley, Town Clerk*

FUNDING: N/A.

BACKGROUND:

- Staff have received an application for annexation on 271 Boone Trail Road, Parcel ID 1401912.
- The parcel is .29 acres and is roughly .25 miles from the NC State Plate Agency Office.
- The applicant is having septic issues and wishes to connect to town utilities.
- This petition would be a contiguous annexation as it is surrounded by North Wilkesboro town limits on all sides.
- The applicant has completed the required annexation petition, survey, and fees to proceed with the annexation.
- The Board called for a public hearing for the annexation on February 3, 2026.

ACTION:

- Staff request feedback on the Annexation request for 271 Boone Trail and/ or motion to approve the ordinance for the annexation on 271 Boone Trail.

ATTACHMENTS:

1. Ordinance to Annex 271 Boone Trail.
2. Certificate of Sufficiency
3. Resolution to call for a public hearing.
4. 271 Boone Trail Application.
5. Boone Trail GIS Map.
6. Resolution to Investigate Annexation on Boone Trail Rd.

J.) Introduction to Proposal with ADP for Payroll Management- *Alisha Anderson, Finance Director*

STAFF RESOURCES: Alisha Anderson, Finance Director

FUNDING: TBD

BACKGROUND:

- Staff have been exploring ways to increase efficiency in the finance department.
- Payroll currently takes 20 hours to complete manually.
- Staff have been meeting with a representative from ADP to streamline the payroll process.

ACTION: Staff request feedback on the ADP Payroll Proposal and/or motion to approve the ADP proposal.

ATTACHMENTS:

1. ADP Presentation.

K.) Road Closure Request for Wilkes County Farmers Market- *Alyssa Billings, Community Development Coordinator*

STAFF RESOURCES: Alyssa Billings, Community Development Coordinator

FUNDING: N/A.

BACKGROUND:

- The Wilkes County Farmer's Market has requested the temporary closure of a portion of the westbound CBD Loop bike lane directly adjacent to the Yadkin Valley Marketplace.
- The closure would be during the Farmer's Market events on Saturdays from April 18th to October 31st, 2026, from 7:30 AM - 12:00 PM.
- The purpose of the closure is to provide additional accessible parking spaces for attendees.

ACTION: Community Development Coordinator Billings requests that the Board of Commissioners pass the attached ordinance declaring temporary road closures for the Wilkes County Farmer's Market.

ATTACHMENTS:

1. Ordinance for road closure.
2. NCDOT Special Event Request form.
3. Closure Request Description.
4. Map of proposed closure area.

L.) North Wilkesboro Joint Water Intake Resolution- *Eddie Holland, Town Manager*

STAFF RESOURCES: Eddie Holland, Town Manager
David Poore, Public Utilities Director

FUNDING: TBD

BACKGROUND:

- The Board of Commissioners Approved a tentative Award for the Yadkin River Raw Water Intake Project at its last meeting on January 22nd 2026.
- McGill Associates has requested the Board to approve this resolution to move forward with the project.

ACTION: Staff request feedback on the Raw Water Intake Resolution and/or motion to approve the intake resolution.

ATTACHMENTS:

1. Raw Water Intake Resolution.

M.) Memorial Park Lighting Discussion- *Eddie Holland, Town Manager*

STAFF RESOURCES: Eddie Holland, Town Manager

FUNDING: TBD

BACKGROUND:

- The lights at Memorial Park are in urgent need of replacement.
- Additional information will be provided at the meeting.

ACTION: Staff request feedback on the Memorial Park Lighting.

ATTACHMENTS:

1. Manager Report.

N.) Unified Development Ordinance Agreement- *Victoria Brooks, Town Attorney*

STAFF RESOURCES: Victoria Brooks, Town Attorney

FUNDING: TBD

BACKGROUND:

- Town Staff have been working to complete the Unified Development Ordinance.
- The agreement below provides detail on the UDO.

ACTION: Staff request feedback on the UDO Agreement and or motion to approve the UDO Agreement.

ATTACHMENTS:

1. UDO Agreement.

O.) America 250 Update- *Randy Huffman, Mayor*

STAFF RESOURCES: Randy Huffman, Mayor
Andrew Palmer, Commissioner

FUNDING: TBD

BACKGROUND:

- The Town of North Wilkesboro has been working with the Town of Wilkesboro, and Wilkes County to collaborate on America 250 Festivities throughout 2026.
- Elected Officials and/or staff will provide updates on this project at the meeting.

ACTION: TBD.

ATTACHMENTS:

1. N/A.

P.) Amendment to Board of Commissioners Meeting Calendar- *Randy Huffman, Mayor*

STAFF RESOURCES: Randy Huffman, Mayor

FUNDING: TBD

BACKGROUND:

- Please see the attached 2026 Board of Commissioners Meeting Calendar.

ACTION: Staff request feedback on the Board Meeting Calendar and/or motion to approve the calendar as amended.

ATTACHMENTS:

1. 2026 Board of Commissioners Meeting Calendar.

C. Randolph CPA, PLLC
Certified Public Accountant
560 Beaver Creek School Rd.
West Jefferson, North Carolina 28694
Phone: (336) 846-3211
Fax: (336) 846-1142

Here are a few points from the financial statements as of June 30, 2025 that I will discuss at the board meeting:

1. As of the close of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$21,356,001 with a net decrease of \$880,827 in fund balance. Of that total approximately 45% or \$9,685,208 is non-spendable, committed, or restricted.
2. Fund balance available for appropriation is an important reserve for local governments to provide cash flow during periods of declining revenues and to be used for emergencies and unforeseen expenditures. For the General fund, the town on June 30, 2025, had \$11,670,793 or 153% of total general fund expenditures.
3. The business-type activities which are your water and sewer fund had a total net position of \$18,207,477 on June 30, 2025, with an increase of 410,360 from the previous year.
4. Current property tax collection percentage was 99.14% for June 30, 2025.
5. General fund revenues increased \$505,771 from the prior year. That increase is due mainly to grants increasing close to \$500,000.
6. General fund expenditures increased by \$396,699 over the previous year. This was primarily due to an increase in general government of \$265,264 (mostly from Tourism, public buildings and special appropriations departments). There was close monitoring of expenditures throughout the year with actual expenditures below budget by a little over \$625,000.
7. Total loan debt of the Town decreased by \$98,660 from the previous year.



Ordinance 2026-02

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF NORTH WILKESBORO, NORTH CAROLINA

WHEREAS, the Board of Commissioners has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Board of Commissioners' Room at Town Hall at 5:30 p.m. on February 3rd, 2026, after due notice by publication on Thursday, January 15th, 2026; and

WHEREAS, the Board of Commissioners finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Town of North Wilkesboro, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of North Wilkesboro as of March 28th, 2024:

A certain tract or parcel of land containing 0.293 acres, lying and being North Wilkesboro Township, Wilkes County, North Carolina being the land as conveyed to Larry M. Broyhill & Katie F. Broyhill by deed recorded in Db. 743, pg. 331, Wilkes County Registry (WCR). Bounded on the northeast by Boone Trail (Old Hwy 421) - S.R. 1500 (paved), on the east by Morganne Alexandra Foley & Luis Xavier Raya-Medrano, on the south and west by Gordon Missionary Baptist Church, and being more particularly described by bearing rotated to N.C. Grid North - NAD 83 (2011) as surveyed by Russell N. Vogel, P.L.S., L-3106 on January 16, 2023 with map being revised on November 6, 2025 – Annexation Map for Town Of North Wilkesboro:

BEGINNING on an existing five-eighths inch re-bar, said five-eighths inch re-bar having N.C. Grid Coordinates – NAD 83 (2011) of N = 884,4925.67 USFT and E = 1,359,549.25 USFT, said five-eighths inch re-bar being the northwest corner of the land as conveyed to Morganne Alexandra Foley & Luis Xavier Rayo-Medrano by deed recorded in Db. 1356, pg. 55 (WCR), said five-eighths inch re-bar being located North 84° 22' 21" West 74.86 feet from a one-half inch re-bar set, said five-eighths inch re-bar also being located the following three (3) courses and distances from an existing railroad spike on the south side of Boone Trail (Old Hwy 421) – S.R. 1500 (paved), said railroad spike being the northeast corner of the land as conveyed to Shirley M. Higgins By Will – See- Db. 1140, pg. 456 (WCR): (1) North 77° 07' 16" West 247.17 feet to an existing one-half inch re-bar, (2) North 71° 08' 23" West 114.12 feet to an existing one-half inch iron pipe, (3) North 77° 13' 41" West 72.74 feet and running thence from the point of BEGINNING with said Foley & Rayo-Medrano's western line South 07° 16' 56" West 146.92 feet to an existing one-half inch re-bar, said one-half inch re-bar being a common corner of the land as conveyed to Morganne Alexandra Foley & Luis Xavier Rayo-Medrano by above mentioned deed, James Eric Williams by deed recorded in Db. 688, pg. 188 (WCR), James Mark Adams by deed recorded in Db. 1352, pg. 293 (WCR), and Gordan Missionary Baptist Church by deed recorded

in Db. 825, pg. 320 (WCR); thence with said Gordan Missionary Baptist Church's line North 84° 27' 55" West 85.57 feet to an existing one-half inch re-bar; thence North 17° 38' 56" East 210.34 feet to an existing iron on the southwest side of Boone Trail (Old Hwy 421) – S.R. 1500 (paved) – paved; thence with the southwest side of said road the following two (2) courses and distances: (1) South 43° 47' 46" East 33.20 feet to an existing iron, (2) South 48° 53' 25" East 25.17 feet to an existing iron, said iron being located North 67° 41' 18" West 78.45 feet from a one-half inch re-bar set; thence South 04° 53' 08" West 22.52 feet to the point of BEGINNING, containing 0.293 acres by coordinate geometry..

Section 2. Upon and after February 3rd 2026, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the Town of North Wilkesboro and shall be entitled to the same privileges and benefits as other parts of the Town of North Wilkesboro. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of North Wilkesboro shall cause to be recorded in the office of the Register of Deeds of Wilkes County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1

Adopted this 3rd Day of February, 2026.

Randy C. Huffman, Mayor

ATTEST:

J. Dylan Blankley, Town Clerk

Victoria Brooks, Town Attorney

CERTIFICATE OF SUFFICIENCY

To the Board of Commissioners of the Town of North Wilkesboro, North Carolina:

I, J. Dylan Blankley, Town Clerk, do hereby certify that I have investigated the attached petition and hereby make the following findings:

- a. Th petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed annexation area.
- b. The area described in the petition is contiguous to the Town of North Wilkesboro primary corporate limited as described by G.S. 160A-31.
- c. The petition is signed by and includes the addresses of all owners of real property lying in the area described therein.
- d. The property owner made no declaration of vested rights.

In witness whereof, I have hereunto set my hand and affixed the seal of the Town of North Wilkesboro this ___ day of January 2026.

(SEAL)

J. Dylan Blankley, Town Clerk

Resolution 2026-02RESOLUTION FIXING DATE OF PUBLIC HEARING QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Board of Commissioners has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held in the Board of Commissioners Room at Town Hall at 5:30 p.m. on February 3rd 2026.

Section 2. The area proposed for annexation is described as follows:

A certain tract or parcel of land containing 0.293 acres, lying and being North Wilkesboro Township, Wilkes County, North Carolina being the land as conveyed to Larry M. Broyhill & Katie F. Broyhill by deed recorded in Db. 743, pg. 331, Wilkes County Registry (WCR). Bounded on the northeast by Boone Trail (Old Hwy 421) - S.R. 1500 (paved), on the east by Morganne Alexandra Foley & Luis Xavier Raya-Medrano, on the south and west by Gordon Missionary Baptist Church, and being more particularly described by bearing rotated to N.C. Grid North - NAD 83 (2011) as surveyed by Russell N. Vogel, P.L.S., L-3106 on January 16, 2023 with map being revised on November 6, 2025 – Annexation Map for Town Of North Wilkesboro:

BEGINNING on an existing five-eighths inch re-bar, said five-eighths inch re-bar having N.C. Grid Coordinates – NAD 83 (2011) of N = 884,4925.67 USFT and E = 1,359,549.25 USFT, said five-eighths inch re-bar being the northwest corner of the land as conveyed to Morganne Alexandra Foley & Luis Xavier Rayo-Medrano by deed recorded in Db. 1356, pg. 55 (WCR), said five-eighths inch re-bar being located North 84° 22' 21" West 74.86 feet from a one-half inch re-bar set, said five-eighths inch re-bar also being located the following three (3) courses and distances from an existing railroad spike on the south side of Boone Trail (Old Hwy 421) – S.R. 1500 (paved), said railroad spike being the northeast corner of the land as conveyed to Shirley M. Higgins By Will – See- Db. 1140, pg. 456 (WCR): (1) North 77° 07' 16" West 247.17 feet to an existing one-half inch re-bar, (2) North 71° 08' 23" West 114.12 feet to an existing one-half inch iron pipe, (3) North 77° 13' 41" West 72.74 feet and running thence from the point of BEGINNING with said Foley & Rayo-Medrano's western line South 07° 16' 56" West 146.92 feet to an existing one-half inch re-bar, said one-half inch re-bar being a common corner of the land as conveyed to Morganne Alexandra Foley & Luis Xavier Rayo-Medrano by above mentioned deed, James Eric Williams by deed recorded in Db. 688, pg. 188 (WCR), James Mark Adams by deed recorded in Db. 1352, pg. 293 (WCR), and Gordan Missionary Baptist Church by deed recorded in Db. 825, pg. 320 (WCR); thence with said Gordan Missionary Baptist Church's line North 84° 27' 55" West 85.57 feet to an existing one-half inch re-bar; thence North 17° 38' 56" East 210.34 feet to an existing iron on the southwest side of Boone Trail (Old Hwy 421) – S.R. 1500 (paved) – paved; thence with the southwest side of said road the following two (2) courses and distances: (1) South 43° 47' 46" East 33.20 feet to an existing iron, (2) South 48° 53' 25" East 25.17 feet to an existing iron, said iron being located North 67° 41' 18" West 78.45 feet from a one-half inch re-bar set; thence South 04° 53' 08" West 22.52 feet to the point of BEGINNING, containing 0.293 acres by coordinate geometry.

Section 3. Notice of the public hearing shall be published one in *Wilkes Journal Patriot*, a newspaper having general circulation in the Town of North Wilkesboro, at least ten (10) days prior to the date of the public hearing.

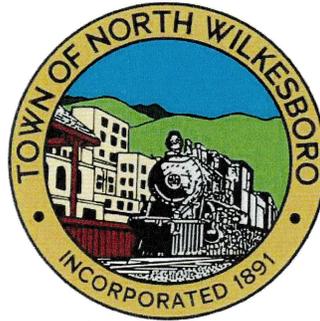
Randy C. Huffman, Mayor

Attest:

J. Dylan Blankley, Town Clerk

DATE RECEIVED: _____, 20____

DATE OF BOARD MEETING: _____, 20____



**PROCEDURE FOR
ANNEXING PROPERTY INTO THE
TOWN OF NORTH WILKESBORO
BY PETITION**

1. PETITION. Complete the attached petition by completing the date at the top and by filling in, in paragraph 2, and an original legal property description (metes and bounds) of the property to be annexed signed by surveyor. Please also have surveyor email the legal property description (metes and bounds) to the Town Clerk at townclerk@northwilkesboronc.gov

In order for the property to qualify as a contiguous annexation, it must adjoin the present boundary of the Town of North Wilkesboro. Property is considered adjoining the present town boundary if it adjoins the present town boundary or is separated from the present town boundary by a street, street right-of-way, creek, river, or railroad right-of-way. If the property to be annexed is separated from the town boundary by any one of the above, be sure and include a description of the object which separates it from the Town and this object will be annexed in the same way and at the same time as your land. Have the petition signed by all property owners and their spouses regardless of whether or not the spouse's name is on the deed. If the property is owned by a partnership, have all partners sign. If the property is owned by a corporation, insert the name of the corporation, affix the corporate seal and have the appropriate officers of the corporation sign. Turn the petition in to the Town Clerk's Office. At the time you file the petition, **enclose check payable to the "Town of North Wilkesboro" in the amount of \$100.00** to cover the costs of legal notices and recording fees.

2. NOTICE. Insert the names of all petitioning parties at the top of the notice and also insert the description of the property. Do not insert a date at either blank. Turn in the notice to the Town Clerk's Office at the same time you turn in the petition. The Town Manager's Office will complete the notice by inserting the date at both places and by signing the notice and Town Clerk will send the required notice to the newspaper for publication. It must be published once at least 10 days prior to the public hearing.

3. BOARD MEETINGS. This procedure requires two board meetings: The first will be the meeting immediately following the filing of the petition and the second will be one month later when this petition comes on for public hearing. It is desirable, but not entirely necessary, for you to come to the first meeting. **IT IS REQUIRED, THAT YOU ATTEND THE SECOND MEETING WHEN THE PUBLIC HEARING IS HELD. If you fail to attend, no action will be taken.**

DATE RECEIVED: _____, 20____

DATE OF BOARD MEETING: _____, 20____

5. **ORDINANCE AND RECORDING.** If the Board of Commissioners approves the annexation, an ordinance annexing the property will be prepared and will be recorded at the Wilkes County Register of Deeds and sent to the Secretary of State, County Planning Department, and other various agencies along with the submitted plats.

APPLICANT FILLS OUT THE REMAINING INFORMATION:

**PETITION TO THE BOARD OF COMMISSIONERS
OF THE TOWN OF NORTH WILKESBORO:**

1. We the undersigned owners of real property respectfully request that the area described in the legal description listed below to be annexed to the Town of North Wilkesboro.

2. The area to be annexed (is) (is not) contiguous to the Town of North Wilkesboro and the boundaries of such territory are as follows:

Street address of property to be annexed: 271 Boone Trail N. Wilkesboro

Parcel ID#(s) 1401912

Insert legal property description (metes and bounds) or attach surveyor's legal description:

DATE RECEIVED: _____, 20____

DATE OF BOARD MEETING: _____, 20____

Witness our signatures the day and year first above written.

<u>Name</u>
LARRY M. BROYHILL
Larry M Broyhill
Katie F. Broyhill
Katie F. Broyhill

<u>Address</u>	<u>Ph#</u>
4300 S NC 16 MORAVIAN FALLS, NC	336-902-5607
_____	_____
4300 South NC 16	Ph# 336-902-5610
MORAVIAN FALLS NC	Ph# _____
_____	Ph# _____

TOWN OF NORTH WILKESBORO

Eddie Holland, Town Manager

FORESIGHT SURVEYING
2593 CONGO ROAD ~ WILKESBORO, NC ~ 28697
WILKES COUNTY ~ USA
Phone – 336-667-2505 ~ Fax – 336-667-2505
Email - vogelvogel@charter.net

Description For 0.293 Acre Tract For Annexation Map
Parcel #1401912, Wilkes County, NC

A certain tract or parcel of land containing 0.293 acres, lying and being North Wilkesboro Township, Wilkes County, North Carolina being the land as conveyed to Larry M. Broyhill & Katie F. Broyhill by deed recorded in Db. 743, pg. 331, Wilkes County Registry (WCR). Bounded on the northeast by Boone Trail (Old Hwy 421) - S.R. 1500 (paved), on the east by Morganne Alexandra Foley & Luis Xavier Raya-Medrano, on the south and west by Gordon Missionary Baptist Church, and being more particularly described by bearing rotated to N.C. Grid North - NAD 83 (2011) as surveyed by Russell N. Vogel, P.L.S., L-3106 on January 16, 2023 with map being revised on November 6, 2025 – Annexation Map for Town Of North Wilkesboro:

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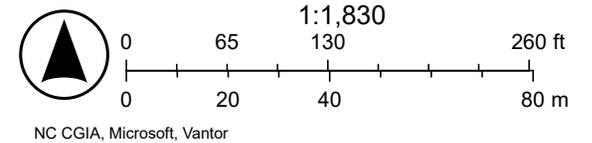


11/26/2025, 3:41:55 PM

- Streets
- Parcels
- World Imagery

- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery

Citations



NC CGIA, Microsoft, Vantor

Resolution 2025-18

**RESOLUTION DIRECTING THE CLERK TO INVESTIGATE
A PETITION RECEIVED UNDER G.S. 160A-58.1 ON 271 BOONE TRAIL ROAD**

WHEREAS, a petition requesting annexation of an area described in said petition was received on December 2, 2025 by the Board of Commissioners; and

WHEREAS, G.S.160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Board of Commissioners of the Town of North Wilkesboro deems it advisable to proceed in response to this request for annexation:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of North Wilkesboro that:

The Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the Board of Commissioners the result of their investigation.

Randy C. Huffman, Mayor

Attest:

J. Dylan Blankley, Town Clerk

ADP[®] Proposal & Next Steps



Exclusively Prepared for:

Town of North Wilkesboro

1/12/2026



Meeting Recap:

- 118 employees – 80 FT, 38 PT
- Payroll done in house using southern software (does all things finance as well)
- Time collection done manually through time sheets
- Accruals & PTO being tracked through FMS – holiday & comp time tracked manually
- Not a ton of turnover
- Organizational structure: ***would eventually like to have someone in place for HR
 - Eddie – Town Manager
 - Alisha – Finance Director
 - Crystal– payroll/HR
- **Focus areas:** streamlining and automating payroll and time tracking, user friendly tech for employees, employee self service (mobile app)

43

INVESTMENT SUMMARY

Employees
118

Implementation
\$1,500.00

Total Annual
\$9,803.30

Recurring Fees and Considerations
 Number of Employees: 118 on Town of North Wilkesboro

Monthly Processing	Count	Base/Rate	Monthly	Annual
Workforce Now Human Capital Management (HCM) Suite	118	\$5.20	\$613.60	\$7,363.20
• Next Generation Payroll				Included
• Time and Attendance				Included
Employment and Income Verification				
Payroll Processing Monthly Base Fee	1	\$135.00	\$135.00	\$1,620.00
Courier Delivery (if applicable)			\$20.00 per delivery per control	
Printed Checks/Statements (if applicable)			\$0.50 per printed page	
Same Day - Next Day ACH (if applicable)			\$0.55 per transaction	
Annual Processing	Count	Base/Rate	Annual	
Year End Forms, W2s or 1099s	118	\$6.95		\$820.10
Total Annual Investment				\$9,803.30

Other Considerations

Implementation	Total
• Implementation for Workforce Now Human Capital Management (HCM) Suite	\$1,500.00

Next Generation Payroll

- Unlimited, Anytime Pay
- Tax Filing Service
- Employee Payment Services
- Employee Self Service Portal & Mobile App
- Practitioner Policy Library for configuration
- PTO Accruals, Requests & Approval Workflows
- Intelligent Insights for Employee Issue Resolution
- Expense Reimbursement (non-taxable)
- Online Reports and Pay Statements
- Group Term Life Auto Calculation
- General Ledger Interface
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- New Hire Reporting
- Conversational Virtual Assistant

Workforce Now Time and Attendance

- Smart Time Capture (Multiple Methods)
- Policy Based Rules Engine & Calculations
- Hourly & Salary Rules Processing
- Real Time Gross to Net Calculations
- Automated Payroll Worksheet Creation
- Manager Dashboard
- Mobile Access for Employees and Managers
- Standard & Custom Reports

Employment and Income Verification

- Commercial Employment and Income Verifications
- Social Services Verification
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

**Time & Attendance only bills headcount using this module*

Implementation Steps – Targeting April 1 go live date



Welcome Call



Analysis Calls

- Payroll
- HR
- General Ledger



Data Extract for
Employee Information



Configuration & Test Payroll
before 1st Processing



Training & Data Validation
- 1 on 1 Practitioner Training
- Custom Employee & Manager Trainings



Data Conversion



Town of North Wilkesboro
North Carolina

ORDINANCE 2026-

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR TOWN-ENDORSED
EVENTS; WILKES COUNTY FARMER'S MARKET**

WHEREAS, the Town Council of North Wilkesboro acknowledges a tradition of providing events for the pleasure of its citizens; and

WHEREAS, the Town Council of North Wilkesboro acknowledges these Town-endorsed events require approximately two (2) hours to install signage and traffic control and also require approximately two (2) hours for removing signs, traffic control, and litter;

NOW THEREFORE BE IT ORDAINED by the Town Council of North Wilkesboro, pursuant to the authority granted by G.S. 20-169, that they do hereby declare a temporary road closure during the day(s) and times set forth below on the following described portion of a Town-owned roadway:

Date(s): Saturdays from April 18 to October 31, 2026

Times: 7:30 a.m. to 12:00 p.m.

Route Description: The portion of the westbound CBD Loop bike lane directly adjacent to the Yadkin Valley Marketplace.

This ordinance is to become effective when signs are erected, giving notice of the limits and times of the events and implementation of adequate traffic control to guide vehicles around the route.

Adopted this _____ day of _____, 2026

Randy C Huffman, Mayor

J. Dylan Blankley, Town Clerk

North Carolina Department of Transportation
Special Event Request Form
 Effective 7/31/15, Revised 5/16/23

This request form is required for non-governmental entities for all special events requiring a road, lane, and/or shoulder closure, or repurposing a State Highway System facility for something other than its intended use, except where a county or municipality is regulating the use of the highways in accordance with [General Statute §20-169](#). This form must be submitted with a formal request to the appropriate Division Engineer(s) at least sixty (60) days prior to the scheduled beginning of the event. See a listing of the Highway Divisions and their contact information at the following URL:

<https://www.ncdot.gov/divisions/highways/Pages/contact.aspx>

Section A: Event Information

Name of Event: _____

Type of Event: _____

County/Counties: _____

City/Cities: _____

Event Date(s): _____

Event Time(s): _____

Primary Sponsoring Organization: _____

Anticipated number of participants (estimate): _____

Anticipated number of spectators (estimate): _____

Approximate distance in miles: _____

Requested Action(s): Road Closure* Lane Closure* Shoulder Closure*
 (Check all that apply) Repurposing a State Highway System facility for something other than its intended use

*For closures, anticipated time road/lane/shoulder will actually close: _____ and re-open: _____

Section B: Contact Information

Director/Organizer Name: _____ Email: _____

Mailing Address: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Responsible Local Government: _____

Local Government Contact: _____ Email: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Responsible Law Enforcement Agency: _____

Law Enforcement Contact: _____ Email: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Section C: Support Material (check list)

The following support documentation must be attached to this request before it will be considered (as applicable following discussions with the local Highway Division(s))...

1. Detailed location(s) of event including maps indicating proposed route(s) used by the event. Any changes to the proposed routes shall be submitted as soon as the change is made.
2. Detailed description of the event and how it will affect the route(s) used by the event.
3. Written acknowledgement and approval by all local governments whose jurisdiction the event is being held in.
4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.
5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.
6. Description of notification to residents along the route as a safety and informational service.
7. Waiver modification or insurance (select one)
- a. Addition of the State of North Carolina and the North Carolina Department of Transportation into participant release waivers (see Appendix A for example). A copy of a blank waiver shall be provided.
- OR –
- b. Certificate of liability insurance as follows:
- General Liability, Each Occurrence: minimum amount of \$1,000,000
 - Description field: name and type of the event (as indicated in Section A, above)
 - Description field: the State of North Carolina and the North Carolina Department of Transportation named as additional insured parties (this is at the discretion of the individual insurance company)
 - Note – Additional liability insurance may be requested at the discretion of the Department

Section D: Terms and Conditions

The following applies to all approved events...

1. Requestor shall be responsible for proper closure of the lanes/roads according to the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#).
2. Requestor shall be responsible for providing all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in [General Statute §20-114.1](#).
3. Requestor shall be responsible for notification of all emergency services and other responders of any impending closures and/or interference.
4. Event shall be supported by, or endorsed by, the local governing body/bodies.
5. If the event is a bicycle race, requestor shall be responsible for following rules and statutes specific to bicycle racing as provided for in [General Statute §20-171.2](#).
6. Requestor shall ensure that all debris, litter, decorations, and other items associated with the event are removed following the event.

Section E: Signatures

Requestor Signature: _____

Alyssa Bellinger

Date: _____

Appendix A

Example of Including the State of North Carolina and the North Carolina Department of Transportation in Release Waivers

*** Only required if not submitting a certificate of liability insurance ***

[EVENT NAME]

AGREEMENT TO PARTICIPATE RELEASE WAIVER

In consideration of being allowed to participate in any way in [Organization Name] related events and activities; the undersigned acknowledges, appreciates and agrees that:

- 1. The risk of injury from the activities involved in [Event Name] is significant, including the potential for permanent paralysis and death; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest [Organization Name] representative; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless [Organization Name], their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the State of North Carolina, the North Carolina Department of Transportation, [County Name] County, [Municipality Name, if applicable], their officers, officials, agents and/or employees, volunteers.
6. I grant to [Organization Name] my permission to use without charge any and all photographs, video reproductions or other like kinds of image productions taken during the event.
7. I understand that [Event Name] and its staff are not responsible for the loss, theft, or any damages to personal property which includes, but is not limited to bicycles, vehicles, tents, trailers, luggage, etc.
8. I understand that I can be removed from the ride at any time for any reason with no refund.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Name Signature Date

EXAMPLE ONLY

EXAMPLE ONLY

EXAMPLE ONLY

Bike Lane Closure Request- Wilkes County Farmers Market
Closure Description

The Wilkes County Farmer's Market is requesting the temporary closure of a portion of the westbound CBD Loop bike lane along the Yadkin Valley Marketplace. This request is to close only the section of bike lane directly adjacent to the Yadkin Valley Marketplace. The closure would be during the Farmer's Market events on Saturdays from April 18th to October 31st, 2026, from 7:30 AM - 12:00 PM. Saturdays during this time period that would otherwise conflict with previously approved annual events have been excluded from the Wilkes County Farmer's Market schedule.

The purpose of the closure is to provide additional accessible parking spaces for attendees.

The closure will be signified by the following signage on each event date:

- An orange traffic sign with the words "BIKE LANE CLOSED AHEAD" will be placed next to the bike lane east of the closure area to notify westbound cyclists.
- An A-frame sign will be placed near the west side of the closed portion of the bike lane to notify attendees of the temporary event parking. This sign will also prevent vehicles from parking too close to the stop sign at the intersection of 9th Street and CBD Loop.

Wilkes County Farmers Market

Road Closure Request

Saturdays from April 18 - October 31, 2026, 7:30 AM- 12:00 PM



Yadkin Valley Marketplace

“Temporary event parking” sign

“BIKE LANE CLOSED AHEAD” sign

Proposed bike lane closure

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of North Wilkesboro, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Yadkin River Raw Water Intake (Contract A), and the Yadkin River Raw Water Line (Contract B), collectively known as the Yadkin River Raw Water Intake and Pump Station Project, and

WHEREAS, McGill Associates, P.A., Consulting Engineers have reviewed the bids; and

WHEREAS, Locke-Lane Construction, Inc. was the lowest bidder for the Yadkin River Raw Water Intake (Contract A), in the total bid amount of \$16,518,780.00, and

WHEREAS, ELJ, Inc. was the lowest bidder for the Yadkin River Raw Water Line (Contract B), in the total bid amount of \$9,204,257.00, and

WHEREAS, the Consulting Engineers recommend **TENTATIVE AWARD** to the lowest bidder(s).

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest bidder(s) in the Total Bid Amounts of \$16,518,780.00 and \$9,204,257.00.

Name of Contractor	Amount
1. <u>Locke-Lane Construction, Inc. (Contract A)</u>	<u>\$16,518,780.00</u>
2. <u>ELJ, Inc. (Contract B)</u>	<u>\$9,204,257.00</u>

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality and the Local Government Commission.

Upon motion of _____, seconded by _____, the above **RESOLUTION** was unanimously adopted.

This is 3rd day of February, 2026.

Randy C. Huffman, Mayor

(Seal)

Attest:

J. Dylan Blankley, Town Clerk

MANAGEMENT MEMORANDUM

TOWN OF NORTH WILKESBORO

January 28, 2026

Meeting: February 03, 2026

MEMORIAL PARK LIGHTING – As a follow-up to discussion at our last meeting, we met with county representative John Yates, Manager and Kevin Anderson, Parks & Recreation Director to discuss the poles, light fixtures, and electrical system for Memorial Park. We were advised by the Director that the lights are currently being used very minimally if at all for the Recreation Department League further noting that travel ball play on these fields is practically non-existent, if at all, at present. These properties involving the operations are leased to the County of Wilkes by the Town of North Wilkesboro. Given the current conditions and concerns relating to the poles and fixtures, there was discussion for removal of all poles and fixtures pending the solicitation of future funding either through public grant funds or partnering with private individuals or groups for sponsoring replacement lighting. Hopefully, at some point in the future, if the equipment is upgraded this will serve to entice additional use involving travel ball, and other, tournament play at this facility.

January 22, 2026 meeting discussion as follows:

MEMORIAL PARK LIGHTING REPAIR NEEDS – Recent review of the fields and tennis courts areas at Memorial Park have resulted in the need to replace some deteriorated or damaged poles and lighting. In addition, there has been mention of some issues involving the electrical supply. There are at least two (2) poles that require immediate attention. Additionally, there are some lights that need repair or securing. In the meantime, I am attempting to coordinate a meeting with County representatives for discussion and I have recommended that the two fields where these poles of concern are located be suspended for use pending repair. Refer to the following photos:



SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and between the following parties effective as of February 4, 2026 (the “Effective Date”):

(A). Town of North Wilkesboro, North Carolina (the “Town”); and

(B). WithersRavenel, Inc. (“WR”).

In this Agreement, the Town and WR are sometimes collectively referred to as the “Parties” and sometimes singularly referred to as a “Party”.

RECITALS:

WHEREAS, the Town and WR entered into an Agreement for Professional Services – North Wilkesboro Unified Development Ordinance Update dated December 20, 2023 (the “Contract”); and

WHEREAS, pursuant to the Contract, WR agreed to provide professional services (the “Services”) to the Town for a project (the “Project”) generally involving the consolidation and updating of various Town ordinances into a Unified Development Ordinance; and

WHEREAS, pursuant to the Contract, and as compensation for the Services, the Town agreed to pay WR a lump sum fee of \$87,000 and to reimburse WR for certain expenses in an amount not to exceed \$1,000; and

WHEREAS, WR commenced performance of the Services, including but not limited to preparing and providing the Town with a draft Unified Development Ordinance; and

WHEREAS, as of the Effective Date, the Town has paid WR \$78,000 of the total lump sum fee of \$87,000 and \$240.40 of reimbursable expenses not to exceed \$1,000 (the “Contract Payments”), making the balance of the compensation owed under the Contract \$9,000 plus reimbursable expenses in an amount not to exceed \$759.60 (the “Contract Balance”); and

WHEREAS, upon review of the last iteration of the draft Unified Development Ordinance provided by WR (hereafter the “Draft UDO”), the Town had certain concerns with the Draft UDO; and

WHEREAS, based on the Town’s concerns with the Draft UDO, the Town retained outside land use lawyer Robin Tatum (“Attorney Tatum”) — then of the law firm Fox Rothschild LLP and, as of the Effective Date, of the law firm Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P. (the “Smith Anderson Law Firm”) — to undertake a high-level review of the Draft UDO and to provide the Town with Attorney Tatum’s initial thoughts and recommendations concerning the same (the “Attorney Tatum Review”); and

WHEREAS, through the Attorney Tatum Review, Attorney Tatum noted concerns with portions of the Draft UDO and the need for revision or re-write of the Draft UDO, or the preparation of an entirely new Unified Development Ordinance; and

WHEREAS, by letter dated September 30, 2025, Town Attorney Victoria A. Brooks, notified WR of certain concerns with the Draft UDO based on the reviews undertaken by the Town and by Attorney Tatum, and requested a meeting to discuss the concerns and a course of action in view of the same; and

WHEREAS, on October 20, 2025, representatives of the Town (including Town Staff and the Town Attorney), representatives of WR (including WR’s lawyer), and Attorney Tatum participated in a virtual meeting to discuss the Services, the Project, the Draft UDO, the Attorney Tatum Review, the Contract, the Contract Payments, the Contract Balance, and potential actions available to the Parties pertaining to the same; and

WHEREAS, subsequent to the October 20, 2025 virtual meeting, the Town and WR have continued to consider and, through their respective counsel, discuss their contentions, potential

claims and defenses, and all matters in controversy concerning the Contract, the Services, the Project, the Draft UDO, the Attorney Tatum Review, the Contract Payments, and the Contract Balance, have determined that a negotiated resolution thereof is preferable to the time, cost, expense, and uncertainty of continuing disputes, have reached a mutually agreeable resolution of the same, and now desire to reduce the terms of the resolution to writing.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the legal sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Recitals set forth above are incorporated herein by reference as a substantive part of this Agreement.

2. The Town has or shall enter into a contract with Attorney Tatum or the Smith Anderson Law Firm pursuant to which Attorney Tatum shall, without any involvement or participation by WR, prepare for the Town an entirely new Unified Development Ordinance (the “Attorney Tatum-Drafted UDO”).

3. Within twenty (20) days of the full-execution of this Agreement and WR’s receipt from the Town of a signed Form W-9 for the Smith Anderson Law Firm, WR shall pay the Smith Anderson Law Firm the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) (the “Settlement Sum”) toward the cost of Attorney Tatum’s services to prepare the Attorney Tatum-Drafted UDO.

For the avoidance of doubt:

(A). Other than the Settlement Sum, WR shall have no obligation to pay any sum pertaining to the Attorney Tatum-Drafted UDO to any person or entity, including but not limited to the Town, Attorney Tatum, and the Smith Anderson Law Firm, even if the actual cost of the Attorney Tatum-Drafted UDO exceeds the Settlement Sum.

(B). The Town shall be solely responsible for any cost of the Attorney Tatum-Drafted UDO in excess of the Settlement Sum paid by WR.

(C). The Town shall be Attorney Tatum's and the Smith Anderson Law Firm's client with respect to the Attorney Tatum-Drafted UDO, and nothing herein, including but not limited to WR's payment of the Settlement Sum to the Smith Anderson Law Firm, establishes an attorney-client relationship between Attorney Tatum or the Smith Anderson Law Firm and WR.

(D). Other than WR's liability to pay the Settlement Sum as provided herein, WR shall have no liability to the Town pertaining to the Attorney Tatum-Drafted UDO, nor for any use the Town may make of the Attorney-Tatum Drafted UDO, including but not limited to adoption of the same, with or without revisions, as and for the Town's Unified Development Ordinance.

4. With respect to the Contract and the Attorney Tatum Review, the Parties mutually agree as follows:

(A). WR shall have no obligation to, and shall not, (i) perform any further Services or (ii) complete the Project.

(B). WR shall retain the Contract Payments previously made by the Town.

(C). The Town shall have no obligation to, and shall not, pay WR the Contract Balance.

(D). The Town shall be solely responsible for the cost of the Attorney Tatum Review, and WR shall have no responsibility for the cost of the Attorney Tatum Review.

5. Except for claims arising out of the breach of this Agreement, the Town and WR, on their own behalf and on behalf of their respective predecessors, successors, affiliated entities, assigns, insurers, subconsultants, subcontractors, and current and former elected officials, shareholders, directors, officers, and employees, hereby release and forever discharge one another and their respective predecessors, successors, affiliated entities, assigns, insurers, subconsultants, subcontractors, and current and former elected officials, shareholders, directors, officers, and employees, of and from any and all claims pertaining to the Contract, the Services, the Project, the Draft UDO, the Attorney Tatum Review, the Attorney Tatum-Drafted UDO, the Contract Payments, and the Contract Balance, whether such claims are known or unknown, accrued or

unaccrued, suspected or unsuspected, or presently existing or which may arise in the future, and including consequences thereof now existing or which may develop in the future, whether or not such consequences are known or anticipated.

6. The Parties represent and warrant to one another that:

(A). At no time prior to the Effective Date of this Agreement has either of them commenced any legal proceeding (including but not limited to a lawsuit or an arbitration proceeding) with respect to the matters released by this Agreement.

(B). With the exception of any legal proceeding to enforce this Agreement, from and after the Effective Date of this Agreement, neither Party shall commence any legal proceeding (including but not limited to a lawsuit or an arbitration proceeding) against the other Party with respect to the matters released by this Agreement.

(C). This Agreement is made without admission of liability by either Party, both Parties denying any and all liability to the other pertaining to the subject matter of this Agreement.

7. The Parties mutually acknowledge, represent, and warrant that:

(A). No additional promise or agreement has been made as consideration for this Agreement and that the signing hereof by each Party has not been induced by any representation of any other Party, or by anyone in any other Party's behalf, concerning any matter, including but not limited to the nature, extent, amount, or duration of any injury or damage sustained or which might be sustained in the future. This Agreement constitutes and contains the entire agreement between the Parties pertaining to the subject matter hereof.

(B). No Party has assigned any claim that it has or may have against any other Party, and each Party has the capacity and authority to grant the releases it gives pursuant to this Agreement and is the proper person or entity to grant such release.

(C). This Agreement shall bind the Parties, their successors, assigns, and any person or entity claiming by or through any Party, and shall inure to the benefit of the Parties, their successors and assigns.

(D). Prior to signing this Agreement, each Party: (i) fully read and understood the Agreement; and (ii) had adequate time and opportunity to obtain legal and tax advice concerning the Agreement and its operation and consequences from legal counsel and tax advisors of its choice.

(E). This Agreement has been negotiated between the Parties. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction in favor of or against any Party.

(F). This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, notwithstanding any choice of law considerations which might require application of the law of some other jurisdiction.

(G). The Parties shall bear their respective costs and expenses, including but not limited to attorneys' fees, associated with investigating, pursuing, defending, and resolving the matters released by this Agreement, including but not limited to those pertaining to the preparation of this Agreement.

(H). This Agreement may be executed electronically and in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument, and the Parties agree that a copy of each Party's original signature to this Agreement, including but not limited to a scanned or .pdf copy of the original signature, shall be deemed the same as the original signature.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

In WITNESS WHEREOF, Town of North Wilkesboro, North Carolina has caused this Agreement to be signed as of the Effective Date.

TOWN OF NORTH WILKESBORO,
NORTH CAROLINA

By: _____

(Printed Name)
Its: _____

(Title)

ATTEST:

Dylan Blankley
Assistant Town Manager and Clerk

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

(Signature)
(Printed Name)
(Title)



Town of North Wilkesboro Board of Commissioners Regular Board Meeting Dates

Board Meetings are held on the 1st Tuesday and 4th Thursday at 5:30 p.m. unless otherwise scheduled.

January 6 th	August 4 th
January 22 nd	August 27 th
February 3 rd	September 8 th
February 26th	September 24 th
March 3 rd	October 6 th
March 26 th	October 22 nd
April 7 th	November 3rd (Election Day)
May 5 th	November 19 th
May 28 th	November 26th (Thanksgiving)
June 2 nd	December 8 th
June 25 th	December 24th
July 7 th	(Christmas Eve)
July 23 rd	