

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



Regular Board Meeting

March 26th 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
March 26, 2026**

I. Call to Order

II. Invocation

III. Pledge of Allegiance- TBD

IV. Additions/Deletions

V. Approval of Agenda - (action needed)

VI. Awards and Recognitions

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.

- A.) Board of Commissioners Regular Meeting Minutes July 24th, 2025- Dylan Blankley, Town Clerk
- B.) Board of Commissioners Special Meeting Minutes September 15th- Dylan Blankley, Town Clerk
- C.) Board of Commissioners Regular Meeting Minutes September 25th, 2025- Dylan Blankley, Town Clerk
- D.) Resolution to Surplus Town-owned Property- Dylan Blankley, Town Clerk

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-

- E.) Town of North Wilkesboro Water Shortage Response Plan Ordinance- David Poore, Public Utilities Director

F.) Road Closure Request for Wilkes Art Gallery- *Taylor Berry, Community Development Director*

G.) Road Closure Request for Marketplace Meltdown- *Taylor Berry, Community Development Director*

H.) Rural Economic Development Grant Agreement- *Eddie Holland, Town Manager*

XII. Closed Session- *(if needed)*

XIII. Adjourn

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

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

- A.) Board of Commissioners Regular Meeting Minutes July 24th, 2025- *Dylan Blankley, Town Clerk*
- B.) Board of Commissioners Special Meeting Minutes September 15th- *Dylan Blankley, Town Clerk*
- C.) Board of Commissioners Regular Meeting Minutes September 25th, 2025- *Dylan Blankley, Town Clerk*
- D.) Resolution to Surplus Town-owned Property- *Dylan Blankley, Town Clerk*

A.) Board of Commissioners Regular Meeting Minutes July 24, 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 July 24, 2025, Regular Meeting Minutes.
- At the last board meeting, the incorrect minutes were attached in the agenda packet.

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 July 24, 2025.

ATTACHMENTS:

1. Regular Meeting Minutes for July 24, 2025.

B.) Board of Commissioners Special Meeting Minutes September 15, 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 September 15, 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 September 15, 2025.

ATTACHMENTS:

1. Special Meeting Minutes for September 15, 2025.

C.) Board of Commissioners Regular Meeting Minutes September 25, 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 September 25th, 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 September 25th, 2025.

ATTACHMENTS:

1. Regular Meeting Minutes for September 25th, 2025.

D.) Resolution to Surplus Town-owned Property- *Dylan Blankley, Town Clerk*

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

FUNDING: N/A

BACKGROUND:

- The North Carolina General Statutes require that all property owned by a public agency be declared surplus by the governing board before it can be disposed of.
- The resolution attached below, if approved, would surplus 28 light poles from the Memorial Park light poles.

ACTION:

- Clerk Blankley is requesting the board to approve the parks & recreation equipment for surplus.

ATTACHMENTS:

1. Resolution to surplus town-owned equipment & property.

**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
 Michael Parsons, Commissioner
 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
 Joseph Kamperman, Planning & Inspections Director
 Michael Rapp, Planning Intern

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 Fire Chief Gentle 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 as stated. **The motion to approve the agenda was made by Commissioner Church and seconded by Commissioner Hurley. Motion unanimously carries, (5-0).**

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 March 27, 2025- *Dylan Blankley, Town Clerk*
- B.) Board of Commissioners Regular Meeting Minutes May 27, 2025- *Dylan Blankley, Town Clerk*
- C.) Request to Call for Public Hearing on August 28th 2025, for a Rezoning for Parcel ID 1405533 off of 2nd Street- *Joseph Kamperman, Planning Director*
- D.) Request to Call for Public Hearing on August 28th 2025, for a Text Amendment for Columbaria for Churches & Religious Institutions- *Joseph Kamperman, Planning Director*

The motion to approve the consent agenda was made by Commissioner Church and seconded by Commissioner Hurley. Motion unanimously carries, (5-0).

IX. Manager's Report/Emerging Issues –

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

Interim Manager Blankley's report included the following:

- **Smoot Park Update:** Interim Manager Blankley stated that he met with the Wharton Smith Team this morning, we are mostly pleased with progress to date. The project is on schedule. Pool construction preparation was expected to begin this week, but is being delayed by rainfall.
- **State Transportation Improvement Program:** Staff have been working with the High-Country Council of Government on the STIP Program. Two of the projects were resubmitted that were originally proposed in 2013. There is one additional project for a bridge but the other two are sidewalk projects. The first is a sidewalk connector on West D Street from Curtis Bridge Road to Boone Trail Road. The other would go from Sunset Drive to Byrds Ridge Road.
- **FEMA Dredging Update:** The dredging contractor was scheduled to begin work this week, but has been delayed in Beech Mountain.
- **Street Sweeper Damaged:** The North Wilkesboro Street sweeper caught on fire this week and the damage is terminal. The insurance adjustor is in the process of looking at the damage.

There was no attorney's report for this meeting.

Emerging Issues:

Commissioner Palmer: Commissioner Palmer requested additional information on the STIP sidewalk projects. *Manager Blankley explained both projects and how the STIP process works.*

Mayor Hauser: Mayor Hauser asked how often the High-Country COG Meetings take place. Manager Blankley stated they are monthly, but would need to verify. Mayor Hauser verified that the project scored well, the issue was it is a smaller project.

X. Consideration of Old Business-

There was no Old Business at this meeting.

XI. Consideration of New Business-

E.) Public Hearing on a Rezoning Request for Parcel ID 2202506 on Camp Joe Harris Rd on July 24th, 2025- *Joseph Kamperman, Planning Director*

Director Kamperman presented this item. Mayor Hauser opened the public hearing at 5:38 PM.

Director Kamperman stated the process has taken 2-3 months. Director Kamperman called upon Planning Intern Michael Rapp to complete the rest of the presentation. Mr. Rapp stated this rezoning was for Parcel 2202506, it is currently Highway Business and they are requesting to rezone to Rural Residential R-20. It is on the corner of Camp Joe Harris and Hunter Road. It is 3.29 Acres; the applicant would like to install a single-family residence. The surrounding uses are residential. A septic system will be required. Water is available through a water association. Mr. Rapp presented the applicant's application, pictures of posted signs, and letters sent out. Mr. Rapp continued with the consistency of the rezoning. The existing surrounding land uses are residential, with commercial to the north. The zoning classification are surrounding Highway Business. The south and east are in Wilkes County Jurisdiction. This is a downzoning in many cases as it is a less intense use. The parcel is a larger size, it could be considered spot zoning, but the tract is rural and large enough to accommodate R-20. The rezoning would bring the property into compliance with the future land use plan. The Planning Board recommended to approve the rezoning on June 12th 2025.

Randy Huffman asked if the parcel was off Highway 115 and if there was a possibility for more homes out in the area. Mr. Brian Walsh replied yes. Commissioner Parsons stated the three existing residences in Highway Business would remain Highway Business even if the rezoning was approved. What effect would the rezoning have on them? The lot sizes do not appear big enough for R-20. Director Kamperman stated if the lot is 20,000 square feet, they are open to a rezoning without the spot zoning concern, but they would have to meet the lot size requirements. It would be the property owners right to pursue a rezoning. Ms. Marlyn Garwood asked if this would affect the jurisdiction between North Wilkesboro and Wilkes County. Mr. Rapp stated this property is in Wilkes County and explained the North Wilkesboro ETJ.

The public hearing was closed at 5:50 PM.

Commissioner Hurley made the motion to approve the Rezoning Request for Parcel 2202506 on Camp Joe Harris Road. The motion was seconded by Commissioner Church and passed unanimously (5-0).

Commissioner Hurley made the motion to adopt the proposed consistency statement dated July 24th 2025 and approve the zoning map amendment for Parcel ID 2202506, corner of Hunter Road and Camp Joe Harris Road from Highway Business to R-20 Rural Residential. Commissioner Parsons seconded the motion and it passed unanimously (5-0).

F.) Amending the 2025 North Wilkesboro Board of Commissioners' Calendar- *Dylan Blankley, Town Clerk*

Manager Blankley explained that he and Director Kamperman would be attending a training out of state during the next scheduled Board of Commissioners Meeting and requested to cancel it.

Commissioner Church made the motion to cancel the August 5th meeting. The motion was seconded by Commissioner Parsons and passed unanimously (5-0).

XII. Closed Session

At 5:54 PM, Commissioner Hurley made the motion to enter into closed session according to 143-318.11(a) (3), for the purposes of attorney-client privilege. The motion was seconded by Commissioner Church and passed unanimously (5-0).

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 (5-0). The meeting adjourned at 6:30 p.m.

Randy C. Huffman, MAYOR

J. Dylan Blankley, Town Clerk

Approved: _____

**TOWN OF NORTH WILKESBORO
SPECIAL COMMISSIONERS MEETING**

DATE: September 15, 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
 Michael Parsons, Commissioner

ALSO PRESENT: J. Dylan Blankley, Interim Town Manager & Town Clerk
 Victoria Brooks, Town Attorney
 Brad Mathis, Police Chief
 Tiger Posey, Parks & Recreation Specialist

CALL TO ORDER

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

Mayor Hauser called the meeting to order at 5:30 PM and delivered the invocation.

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

IV. Approval of Agenda -

Mayor Hauser called for a motion to approve the agenda as stated. **The motion to approve the agenda was made by Commissioner Hurley and seconded by Commissioner Church. Motion unanimously carries, (5-0).**

V. Discussion of Assistant Manager/ Town Clerk Job Description

Interim Manager Blankley presented this item. Manager Blankley stated that the proposed job description makes substantial changes to the current Town Clerk Job Description. Staff were tasked with bring this back to the Board of Commissioners for feedback.

Commissioner Parsons made the motion to approve the job description for the Assistant Town Manager/ Town Clerk Job Description. Commissioner Church seconded the motion and it passed unanimously (5-0).

VI. Discussion of a mural to be located on a Town-Owned Facility

Parks Specialist Posey presented this item. Specialist Posey requested feedback and stated that staff had presented the change requests to the artist understanding that they did not make all of the requested changes. Commissioner Palmer stated the mountains do not look like they are from here instead from Colorado. Mr. Posey offered to connect Commissioner Palmer with the mural artist and described how the mural will wrap around the corner of the building. Commissioner Palmer stated that if you put something on a government building it could be considered government speech. Counselor Brooks

verified this as correct. Commissioner Palmer asked if the Aspen Institute had any portion of the mural. Mr. Greg Brady stated the only portion for the Aspen Institute was in the bottom left corner. Commissioner Parsons requested a reminder on the funding and timeline. Mr. Posey stated that this mural was a gift from Weave to the community of Wilkes and needs to be paid for by the end of the month.

Commissioner Day made the motion to approve the mural as presented and move on. The motion was seconded by Commissioner Parsons and passed unanimous (5-0).

VII. Closed Session

At 5:40 PM, Commissioner Hurley made the motion to conduct a closed session according to 143-318.11(a) (6), for the purposes of a personnel matter. The motion was seconded by Commissioner Church. The motion passed unanimously (5-0).

VIII. 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 meeting adjourned at 6:00 p.m.

Randy C. Huffman, MAYOR

J. Dylan Blankley, Town Clerk

Approved: _____

**TOWN OF NORTH WILKESBORO
COMMISSIONERS MEETING**

DATE: September 25, 2025

5:30 P.M.

HELD AT THE NORTH WILKESBORO BOARD OF COMMISSIONERS BOARD ROOM

THERE WERE PRESENT: Marc R. Hauser, Mayor
 Michael Parsons, 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
 Joseph Kamperman, Planning & Inspections Director
 Michael Rapp, Planning Intern

Commissioner Palmer attended via Zoom and Commissioner Hurley 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 then asked Police Chief Brad Mathis to lead the Pledge of Allegiance.

IV. Additions/Deletions to the Agenda –

There was one addition to the agenda. Item E: Acceptance of Funding for Hurricane Helene Declaration Grant.

V. Approval of Agenda -

Mayor Hauser called for a motion to approve the agenda as amended. **The motion to approve the agenda was made by Commissioner Church and seconded by Commissioner Parsons. Motion unanimously carries, (3-0).**

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 two general public comments: Derwood Ashworth and Randy Huffman.

Dr. Ashworth stated that he had two concerns. Mr. Ashworth stated that since his retirement he walks on the greenway at least three times per week. Number 1: concern for four cats located on the greenway near Smoot Park. Number 2 concern about security on the greenway. Mr. Ashworth stated that he had concern over the four cats that have lived at the greenway for five years or more. Mr. George Webel and I have taken turns feeding the cats on a fixed schedule. Many people thank them for feeding the cats.

Mr. Ashworth continued that the cats allow him to feed and touch them and not many feral cats do that. The Wilkes Humane Society took the cats to a veterinarian in Hickory to be neutered and vaccinated the cats. The greenway is their natural habitat. It is my understanding a decision has been made to relocate or euthanize the cats which is extremely upsetting. Mr. Ashworth stated that Mr. Reavis has installed signs stating do not feed the cats, but suggested to add that they are fed daily. This will reduce the trash being left behind due to not cleaning up. Mr. Ashworth requested to allow the cats to remain on the greenway. Mr. Ashworth continued he has never seen an animal that were a threat on the greenway and the recent rabid foxes were in the Westpark area. Mr. Ashworth continued that last summer he was approached by three juvenile boys who he later read were escaped from the Wilkes Detention Center. Mr. Ashworth stated in five years he has only witnessed security on the greenway twice. He requested additional security on the greenway.

Next was Randy Huffman. Mr. Huffman wanted to announce there was a candidate forum on October 2nd sponsored by the Wilkes Journal Patriot. He continued during the Apple Festival there would be a voter registration event at 801 Main Street. He continued with an additional candidate forum on October 11th at the Wilkes County Library.

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.) 711 Main Street Upfit Task Order No. 2- Dylan Blankley, Interim Town Manager & Town Clerk

The motion to approve the consent agenda was made by Commissioner Parsons and seconded by Commissioner Church. Motion unanimously carries, (3-0).

IX. Manager's Report/Emerging Issues –

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

Interim Manager Blankley's report included the following:

- Smoot Park Update: Manager Blankley stated Smoot Park is still on schedule. We had one issue last week, when the site work crew pulled a water main loose from the fire hydrant adjacent to the pool. Our water maintenance crew arrived on site quickly and limited the water loss for surrounding businesses to roughly an hour. The pool house demolition has been completed and the plumbing is underway now. The exterior work on the pavilion is underway. Staff are working on an adjustment to the Boat ramp; the original design had the boat ramp going several feet into the river, which would greatly increase costs. Director Reavis is pushing the design team to back this ramp-up closer to the waterline. The pool deck is scheduled to be poured in November.
- America 250: We had a commissioner request on any efforts North Wilkesboro will be doing to help celebrate the 250th anniversary of the Declaration of Independence. The national organization involved with this recommends one committee per county to avoid duplication of efforts. Wilkes Tourism Director Thomas Salley has helped to organize a committee on this with community members. I expect a more concrete plan to develop in the coming months in how Wilkes County as a whole can celebrate this event.

- Provalus: Provalus began the process to open this week. If you have all seen the parking lot at 711 Main Street, there has been a great deal of activity, including a full parking lot Monday morning.
- Downtown Cleanup Day: Ahead of the Apple Festival, the fall downtown cleanup day took place last Friday. We always appreciate the opportunity to get out of the office and have departments that do not interact on a daily basis to work together.
- Apple Festival: The Apple Festival is scheduled for October 4th in Downtown North Wilkesboro. Several Departments met with the Brushy Mountain Ruritan Club last week to ensure everything goes smoothly and to determine what assistance is needed from the town. Staff will have their internal meeting tomorrow morning on duties and responsibilities.
- Spooktacular: Spooktacular is scheduled for October 25th in Downtown North Wilkesboro. Staff met this morning to discuss the B-Street Boneyard and what changes and additions we would like to make for this year. We anticipate decorating the park for Spooktacular and Halloween on October 17th.

There was no attorney's report for this meeting.

Emerging Issues:

Commissioner Church: Commissioner church asked if the dumpster on Main Street would be moved prior to Apple Festival. Manager Blankley replied it is his understanding it would be moved into the alleyway.

Commissioner Palmer: Commissioner Palmer via zoom stated that the cats at Smoot Park could be a liability to have them at the park. Commissioner Palmer requested to find the cats homes rather than have animal control pick them up. Commissioner Palmer continued that greater security on the greenway could be a good thing.

X. Consideration of Old Business-

There was no Old Business at this meeting.

XI. Consideration of New Business-

- B.) Introduction to Town Social Media Policy- *Taylor Berry, Community Development Director*
Director Berry presented this item. Director Berry requested the board to look over the social media policy and provide feedback at the next meeting. The purpose is to provide guidance on limiting comments on social media.
- C.) Board of Commissioners Meeting Calendar Update- *Dylan Blankley, Interim Town Manager & Town Clerk*
Interim manager Blankley presented this item. The amendment to the meeting calendar would reschedule the November 13th meeting to November 6th. **Commissioner Parsons made the motion to accept the changes to the Board meeting schedule and have the normal meeting pool November 6th. The motion was seconded by Commissioner Church and passed unanimously (3-0).**
- D.) Introduction to Appointment of New Town Manager- *Marc Hauser, Mayor*

Commissioner Parsons made the motion to appoint Eddie Holland as the new Town Manager with a start date of October 6th, 2025. The motion was seconded by Commissioner Day and passed unanimously (3-0).

Commissioner Palmer stated that he would be a yes vote.

E.) Acceptance of Funding for Hurricane Helene Declaration Grant- *Dylan Blankley, Interim Town Manager*

Manager Blankley presented this item. Manager Blankley stated that staff requested to apply for this grant in June. It is a Hurricane Helene Declaration grant and was for 10 million dollars across all counties affected by Hurricane Helene. The Town has been awarded \$50,000. Staff requested the board to accept this grant funding. Chief Gentle stated the grant was intended to purchase rescue equipment. Chief Gentle stated that this would get the department up to medium rescue where they would not have to be dependent on other departments.

Chief Gentle stated there was a grant coming up from the Leary Foundation. Staff would like to apply for a boat for the river. With the absence of the Wilkes Rescue Squad, there is not a boat nearby and we are currently depending on Wilkesboro. The grant is for \$20,000. The board approved pursuing this grant.

Commissioner Parsons made the motion to accept the funding for the Hurricane Helene Declaration Grant. The motion was seconded by Commissioner Church and passed unanimously (3-0).

XII. Closed Session

At 5:54 PM, Commissioner Hurley made the motion to enter into closed session according to 143-318.11(a) (3), for the purposes of attorney-client privilege. The motion was seconded by Commissioner Church and passed unanimously (5-0).

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 Parsons. The motion passed unanimously (3-0). The meeting adjourned at 5:52 p.m.

Randy C. Huffman, MAYOR

J. Dylan Blankley, Town Clerk

Approved: _____

RESOLUTION 2026-07

**A RESOLUTION TO DECLARE CERTAIN PROPERTY SURPLUS AND
AUTHORIZING IT TO BE DISPOSED OF BY THE TOWN MANAGER**

WHEREAS, The North Wilkesboro Board of Commissioners hereby declares the following property surplus and desires to dispose of certain surplus properties of the Town of North Wilkesboro;

WHEREAS, the North Carolina General Statutes require that all property owned by a public agency be declared surplus by the governing board before it can be disposed of; and,

WHEREAS, according to G.S 160a-266, A city may discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the city has exhausted efforts to sell the property using any applicable procedure under this Article; or (iii) poses a potential threat to the public health or safety; and,

WHEREAS, the Town Manager is authorized to dispose of the described property on GovDeals; and,

WHEREAS, all property will be sold via online auction via GovDeals.com; and,

WHEREAS, all property will be sold as is; and,

WHEREAS, the Town Clerk shall publish notice summarizing this resolution in accordance with G.S 160A-270.

NOW, THEREFORE, BE IT RESOLVED, the North Wilkesboro Board of Commissioners does hereby declare the following properties surplus.

- 28- 40-foot Wooden Poles from the Memorial Park Baseball Fields.

Adopted this 26th day of March 2026.

Randy C. Huffman, Mayor

ATTEST:

J. Dylan Blankley, Town Clerk

IX. Manager's Report/Emerging Issues –

Eddie Holland, Town Manager & Victoria Brooks, Town Attorney

- Opportunity for the Board to be briefed on Town events and projects occurring.
- Opportunity for questions, comments, and concerns from the Board to both parties, allows for open dialogue and chance to direct the Manager and Attorney to conduct any business as needed on the Board's behalf.
- Additionally, the Town Attorney can brief the Board on items not part of closed session.

Manager Holland's Report:

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

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

E.) Town of North Wilkesboro Water Shortage Response Plan Ordinance- *David Poore, Public Utilities Director*

F.) Road Closure Request for Wilkes Art Gallery- *Taylor Berry, Community Development Director*

G.) Road Closure Request for Marketplace Meltdown- *Taylor Berry, Community Development Director*

H.) Rural Economic Development Grant Agreement- *Eddie Holland, Town Manager*

E.) Town of North Wilkesboro Water Shortage Response Plan Ordinance- *David Poore, Public Utilities Director*

STAFF RESOURCES: David Poore, Public Utilities Director

FUNDING: N/A.

BACKGROUND:

- The Water Shortage Response Plan details how town staff will respond to a water shortage incident.
- The State of North Carolina requires the town to update its Water Shortage Response Plan every five (5) years.

ACTION:

- Staff requested feedback and/or motion to approve the North Wilkesboro Water Shortage Response Plan Ordinance.

ATTACHMENTS:

1. North Wilkesboro Water Shortage Response Plan Ordinance.

F.) Road Closure Request for Wilkes Art Gallery- *Taylor Berry, Community Development Director*

STAFF RESOURCES: Taylor Berry, Community Development Director

FUNDING: N/A.

BACKGROUND:

- Brooke Horne has requested that the Town close the portion of C Street in front of the Wilkes Art Gallery for the Gallery's special event: Ward Nichols Exhibition Opening Night. This event is scheduled for Friday, April 17th. Ms. Horne is requesting the closure from 2:00 PM to 10:00 PM.

ACTION:

- Staff request feedback and/or motion to approve the attached ordinance declaring a temporary road closure.

ATTACHMENTS:

1. Ordinance for art gallery road closure.
2. Art Gallery Road Closure Application.
3. Road Closure Map.

G.) Road Closure Request for Marketplace Meltdown- *Taylor Berry, Community Development Director*

STAFF RESOURCES: Taylor Berry, Community Development Director

FUNDING: N/A.

BACKGROUND:

- In order to submit a road closure request to the NCDOT, the Community Development Department requests the passing of the following road closure ordinance.
- The ordinance is to close CBD Loop between 9th and 7th Streets during the Marketplace Meltdown event, on July 4th, 2026, from 4:00 PM to 10:00 PM.

ACTION: Staff request feedback on the Marketplace Meltdown road closure request application and/or motion to approve the Marketplace Meltdown Road Closure Ordinance.

ATTACHMENTS:

1. Marketplace Meltdown Road Closure Ordinance.
2. Marketplace Meltdown Closure Map.

H.) Rural Economic Development Grant Agreement- *Eddie Holland, Town Manager*

STAFF RESOURCES: Eddie Holland, Town Manager

FUNDING: N/A.

BACKGROUND:

- Town staff have pursued grant opportunities in order to pave a roadway and extend water and sewer services into the northern portion of the North Wilkesboro Industrial Park.
- The Rural Economic Development Grant is designed to stimulate economic activity and create jobs for the citizens of North Carolina.
- Staff completed pre grant application and were approved by the state to apply for the full grant.

ACTION: Staff requested feedback and/or motion to approve the Rural Economic Development Grant Agreement.

ATTACHMENTS:

1. Rural Economic Development Grant Agreement.

TOWN OF NORTH WILKESBORO

WATER SHORTAGE RESPONSE PLAN ORDINANCE

Section 1. Authority to Implement

When conditions dictate, the Town of North Wilkesboro Manager or Public Services Director will implement a Water Shortage Response Plan (WSRP). Conditions, which may require the WSRP to be enacted, are outlined in Section 2.

Eddie Holland
Town Manager
Phone: (336) 667-7129
townmanager@northwilkesboronc.gov

David Poore
Public Utilities Director
Phone: (336) 928-5377
publicutilities@northwilkesboronc.gov

Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices included with water bills and on the Town of North Wilkesboro website. Required water shortage response measures will be communicated through Public Service Announcements on local radio and cable stations, and on the Town of North Wilkesboro website. Declaration of emergency water restrictions or water rationing will be communicated to all customers by telephone through use of reverse 911.

Section 2. Factors Requiring Implementation of the Water Shortage Response Plan

Several parameters or conditions will require the Town of North Wilkesboro to begin the WSRP. These include but may not be limited to significant reductions in raw water levels, a significant increase in pump run times for the predetermined total flow at the water plant, contaminants in the water system, act of terrorism, vandalism, main breaks and natural disasters.

If the factors listed above reduce water levels or pump run times or by any event or combination of events prevent the water system from delivering water, WSRP phases will be enacted in the following order:

Phase I will be enacted if a 30 cubic ft. per second raw water flow is noted for 7 consecutive days, or if pump run times increase 30% in order to maintain previous rates, or any other event which causes a 30% reduction in the water system's capacity.

Phase II will be enacted if a 19 cubic ft. per second raw water flow is noted for 5 consecutive days, or if pump run times increase 50% in order to maintain previous rates, or any other event which causes a 50% reduction in the system's capacity.

Phase III will be enacted if a 9 cubic ft. per second raw waters flow is noted for 24 hour period, or if pump run times increase 70% in order to maintain previous rates, or any other event which causes a 70% reduction in the system's capacity.

Section 3. Water Use Classification

In order to facilitate a fair and equitable WSRP, every water use will be grouped into one of three classifications.

Class I – Essential Water Uses

These uses include but may not be limited to water use required to/for:

- Sustain human life and the lives of domestic pets
- Maintain minimum standards of hygiene and sanitation
- Health care uses necessary for patient care and rehabilitation
- Firefighting, including training and drills as approved by the town's Utilities Director.

Class II – Socially or Economically Important Water Uses

These include but may not be limited to water use required to/for:

- Preserve commercial vegetable gardens, fruit orchards, nursery stock and livestock maintenance
- Outdoor commercial watering, public or private
- Establishing vegetation, after construction/earth moving activities
- Filling and operation of municipal or private swimming pools provided that these swimming pools serve 25 or more residents.
- Operation of commercial car washes, restaurants, laundromats, clubs, schools, churches and other similar establishments.

Class III – Non-Essential Water Uses

These uses include but may not be limited to:

- Operation of water fountains, ornamental pools and recreational swimming pools that serve fewer than 25 persons
- Non-commercial washing of motor vehicles, sidewalks, houses, etc
- Non-commercial watering of gardens, lawns, parks, playing fields and other recreational areas.

Section 4. Phased WSRP and Water Use Reduction Goals

When the WSRP is implemented, the below phased approach will be followed:

Phase I – Voluntary Conservation

This phase will be enacted when it is determined that one or more of the parameters outlined in Section 2 is met. If this occurs, the consumers will be notified promptly by any or all of the following: town's website (north-wilkesboro.com), mailers, door hangers, public postings at the Town Hall, Post Offices, etc. The public will be asked to begin voluntary conservation measures, and limit Class III – Non-Essential Water Uses.

If the determining parameter{s} returns to seasonal norms, the measures will be lifted. However, failure of the determining parameter{s} to return to a state of seasonal normalcy may require the initiation of Phase II.

A surcharge of 5 % may be added to the monthly bill during voluntary water restrictions to help promote water conservation and help offset operating expenses.

Phase II – Mandatory

This phase will begin when the Town Manager issues a water shortage advisory. The consumers will be notified by one or more of the methods noted in Phase I. All users will be required to adhere to the voluntary conservation measures as noted in Attachment I. Class III uses will be banned. Class II uses will be allowed although outdoor vegetative watering will be limited according to the resident's street address. Even numbered addresses will be allowed to water on even days of the month. Odd numbered addresses will be allowed to water on odd days of the month. Outdoor vegetative water will be limited to between hours of 12:00 am and 6:00 am.

During Phase II, industrial facilities and bulk purchasers will be required to develop and demonstrate to the Public Services Director a water shortage response program. This program should show, at least, a 25 % reduction in water usage.

Failure to adhere to the Phase II (Mandatory) required conditions will result in a written notice of violation for the first offense. Thereafter, each violation will require the offending party to pay \$150.00 fine for the second offense, \$250.00 fine for the third offense and/or disruption of service.

A surcharge of 15% may be added to the monthly bill during mandatory water restrictions to help promote water conservation and help offset operating expenses.

Phase III – Emergency

This phase will commence with the issuance of a water shortage emergency declaration from the town manager. Users will be notified by any or all of the methods noted in Phase I. All users will be required to use voluntary conservation measures outlined in “Attachment I”. Class III uses will be banned and Class II uses will be allowed with the exception of vegetative watering. Industrial facilities and bulk purchasers will be required to implement their water reduction program, immediately.

Failure to comply with the mandates during Phase III will require the offending party to pay \$300.00 fine for the first offense, \$600.00 fine for the second offense and disruption of service for the third offense.

A surcharge of 30% may be added to the monthly bill during emergency water restrictions to help promote water conservation and help offset operating expenses.

Section 5. Enforcement

Enforcement of mandatory conservation and associated fines will be the responsibility of the Local Law Enforcement, under the direction of the Town Manager and Public Services Director.

Water Shortage Level	First Violation	Second Violation	Third Violation
Voluntary Reductions	Verbal Warning	Written Warning	\$100
Mandatory Reductions	Written Warning	\$150	\$250
Emergency Reductions	\$300	\$600	Discontinuation of Service

Section 6. Water Shortage Response Plan Cancellation

As the determining parameter(s) decrease in severity and return to acceptable levels for a period of 7 days, the Town will lift the WSRP. The cancellation process will be in the reverse order of the WSRP implementation.

PUBLIC COMMENT

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. First, a draft plan will be available at the North Wilkesboro Town Hall and on the Town of North Wilkesboro website. A public hearing will be scheduled with notice printed in all customer water bills to collect comments on the draft. All subsequent revisions to the draft plan will be published at least 30 days prior to an adoption vote by North Wilkesboro’s Town Board.

VARIANCE PROTOCOLS

Request for variance must be submitted in writing to the Town Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

EFFECTIVENESS

The effectiveness of the North Wilkesboro water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained and evaluation of demand reductions compared to the previous year's seasonal data.

REVISION

The water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years, as required by the provisions of G.S. 143-355 (l). Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to North Wilkesboro's Town Board. The Town of North Wilkesboro Utility Director is responsible for initiating all subsequent revisions.

Adopted by the Board of Commissioners of the Town of North Wilkesboro, this the 26th day of March, 2026.

Randy Huffman, MAYOR

ATTEST:

Dylan Blankley, Town Clerk



Town of North Wilkesboro
North Carolina

ORDINANCE 2026-

AN ORDINANCE DECLARING ROAD CLOSURES FOR TOWN-SPONSORED EVENT

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

WHEREAS, the Town Council of North Wilkesboro acknowledges its citizens realize a financial benefit from holding annual Town-sponsored events; and

WHEREAS, the Town Council of North Wilkesboro acknowledges these Town-sponsored 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 State Highway System route:

Date(s): Friday, April 17, 2026

Times: 2:00 p.m. to 10:00 p.m.

Route Description: C Street in front of the Wilkes Art Gallery

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

Adopted this _____ day of _____, 2026

ATTEST:

Randy C. Huffman, Mayor

J. Dylan Blankley, Town Clerk

DOWNTOWN NORTH WILKESBORO Special Event Road Closure Application

INFORMATION

Applicant Name & Title: _____

Organization/Business: _____

Non-Profit For Profit

Mailing Address: _____ State: _____ Zip: _____

Email: _____ Cell: _____

Additional contact person: _____

EVENT INFORMATION

Name of Event: _____

Mission/Purpose of Event: _____

Describe the event: _____

One Time Event Recurring or Annual Event

Location(s) of Event: _____

Date(s) of Event: _____

Estimated Attendance _____

Event Hours: _____ AM/PM to _____ AM/PM

Does the event have a social media presence or website? Yes No

If yes, please list handles and URLs: _____

Set-Up Date(s) and Time: _____ from _____ AM ___ PM to _____ AM ___ PM

Primary On-Site Contact: _____ Cell: _____

Marketing & Public Relations

Is this event planned to reoccur on an annual basis? Yes No

Will the event be publicized - open to the general public? Yes No

*Will banners or signs be used outside the event site? Yes No

Safety & Security

Will any of the following be present at your event?

Alcohol Gates/Ticketed Entrances Overnight Booths or Vehicles

Will you be allowing social district beverages within your event footprint? Yes No

Will you be requesting road closures? Yes No

If yes, please list the road(s) you are requesting closure for: _____

Applicants may be required to hire off-duty officers to provide security and ensure public safety. The number of officers required will be determined by the Event Organizer(s) and North Wilkesboro Police Department.

Additional Information

Will additional trash receptacles be needed? Yes No

Will clean-up services be provided by volunteers? Yes No

Will portable restrooms be used? Yes No

If yes, please provide the quantity, location(s), and install and removal dates:

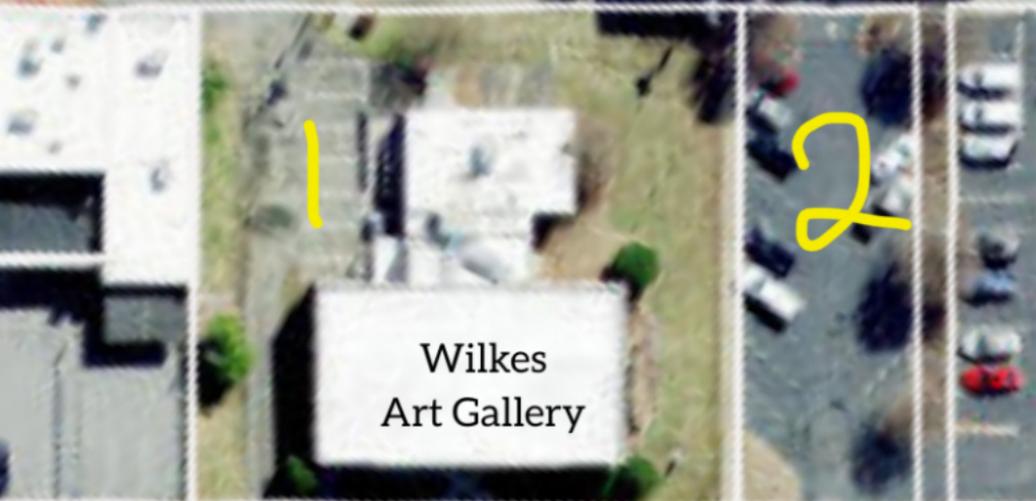
Will you be needing electricity? Yes No

Will you allow the use of generators Yes No

Will food vendors be present? Yes No

MAIN ST

29



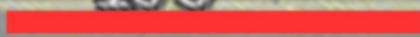
Wilkes
Art Gallery

2

1



CST





Town of North Wilkesboro
North Carolina

ORDINANCE 2026-

**AN ORDINANCE DECLARING ROAD CLOSURES FOR MARKETPLACE
MELTDOWN**

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

WHEREAS, the Town Council of North Wilkesboro acknowledges its citizens realize a financial benefit from holding annual Town-sponsored events; and

WHEREAS, the Town Council of North Wilkesboro acknowledges these Town-sponsored 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 State Highway System route:

Date(s): Saturday, July 4th, 2026

Times: 4:00 p.m. to 10:00 p.m.

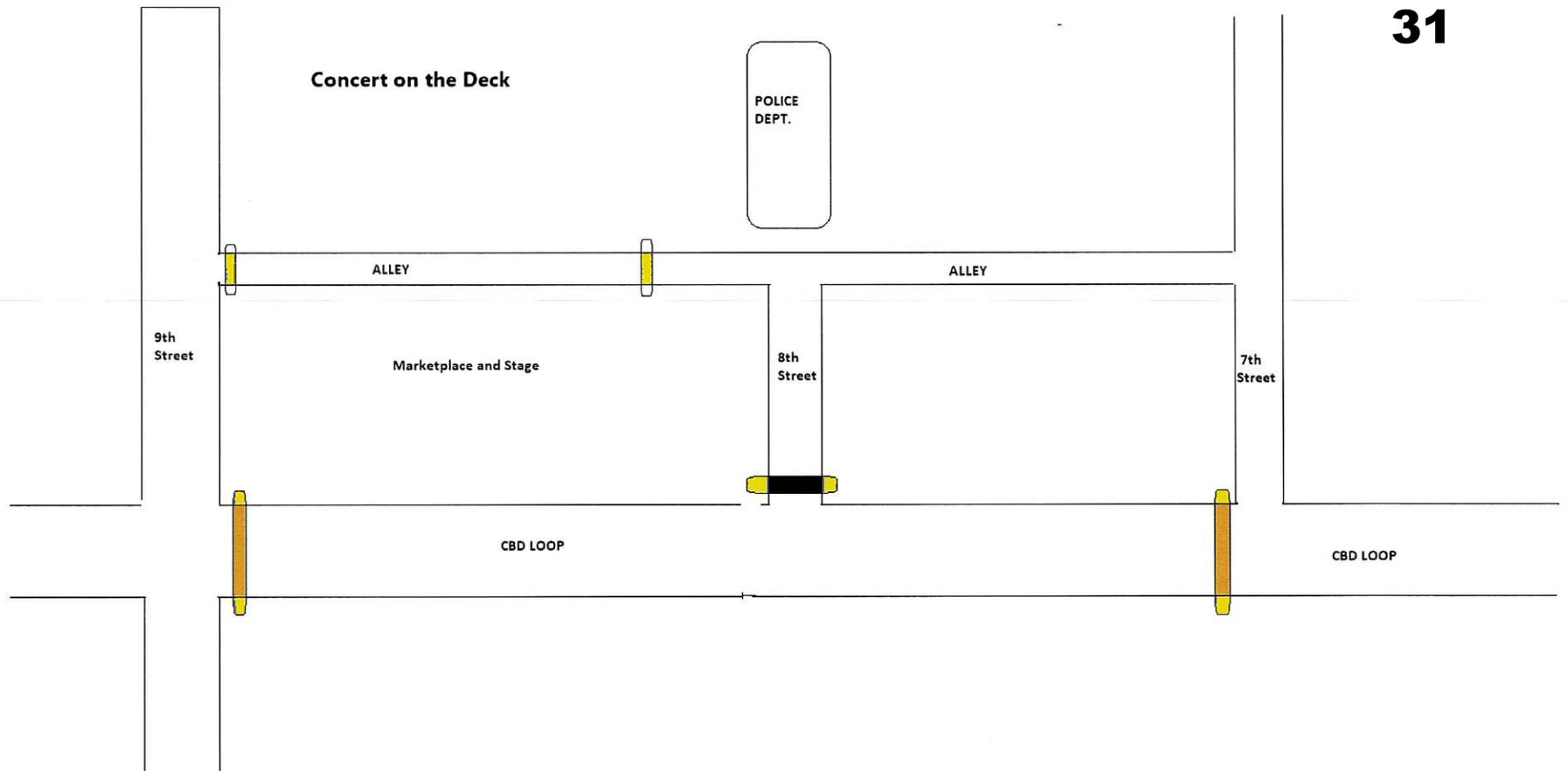
Route Description: CBD Loop between 9th Street and 7th Street

This ordinance is to become effective when signs are erected, giving notice of the limits and times of said 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





**NC DEPARTMENT
of COMMERCE**
RURAL ECONOMIC
DEVELOPMENT

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Reginald Speight
ASSISTANT SECRETARY

May 13, 2025

Randy Huffman, Mayor
Town of North Wilkesboro
PO Box 218
North Wilkesboro NC 28659
Rhuffman@northwilkesboronc.gov
336-667-7129

SUBJECT: Industrial Development Fund Grant Award: \$1,201,400
Grant Number: U573
Project: Wilkes Industrial Park Infrastructure Project

Dear Mayor Huffman:

It is my pleasure to notify you that the Town of North Wilkesboro has been awarded an Industrial Development Fund (Utility Account) grant to assist in providing infrastructure support to the Wilkes Industrial Park. It is our understanding that the project will provide critical infrastructure for the Town and the County's industrial spaces and will be instrumental for future growth.

Everyone involved in the development of this project is to be congratulated. We commend you for your economic development efforts and look forward to working with you on the implementation of the project.

If you have any questions regarding this grant award, please contact Heather C. Sains at 919.814.4642 or heather.sains@commerce.nc.gov.

Sincerely,

Signed by:


1404A2DAE432439...

Reginald L. Speight
Assistant Secretary, Rural Economic Development

**RURAL ECONOMIC DEVELOPMENT GRANT AGREEMENT -
INDUSTRIAL DEVELOPMENT FUND UTILITY ACCOUNT**

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (the “State”), enters into this Rural Economic Development Grant Agreement (the “Grant Agreement”) with **Town of North Wilkesboro** (the “Governmental Unit” and, together with Commerce, the “Parties”), governing the terms of the Governmental Unit’s grant (the “Grant”) from the Industrial Development Fund Utility Account (the “Utility Account”).

WHEREAS, the North Carolina General Assembly (the “General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by affording grants to local governmental units in the State’s economically distressed counties to construct or improve new or existing water, sewer, gas, telecommunications, high-speed broadband, electrical utility lines, or facilities or transportation infrastructure for existing or new or proposed buildings, subject to the applicable requirements of N.C.G.S. §§ 143B-437.01, 143B-472.127, 143B.143.128, and 04 NCAC 01I.0101; and

WHEREAS, under N.C.G.S. § 143B-472.128, the General Assembly empowered the North Carolina Rural Infrastructure Authority (the “Rural Authority”) to review applications for and, where appropriate, authorize such Utility Account grants; and

WHEREAS, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants; and

WHEREAS, the Governmental Unit submitted an application (the “Application”) for a Utility Account grant; and

WHEREAS, pursuant to N.C.G.S. §§ 143B-472.127 and .128, the Rural Authority has approved and awarded the Grant: (1) based on the terms, conditions, representations, commitments, maps, schedules and other submissions in the Application and any subsequent materials supporting the Application that have been approved of by Commerce in writing, all of which are incorporated by reference herein and included as Exhibit A to this Grant Agreement; (2) based on Commerce’s Grant requirements and guidelines (the “Guidelines), which are incorporated herein and which may be amended, modified, or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and (3) for the anticipated creation of certain jobs resulting from the construction or improvement of new or existing water, sewer, gas, telecommunications, high-speed broadband, electrical utility lines, or facilities or transportation infrastructure for existing or new or proposed buildings (altogether, the “Project,” as summarized in the Preliminary Engineering Report (“PER”) submitted with the Application).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

Section 1. Definitions

- 1.1 “Application” has the meaning set forth in the recitals.
- 1.2 “Commerce” means the North Carolina Department of Commerce, an agency of the State of North Carolina.
- 1.3 “Effective Date” means the beginning term of the agreement.
- 1.4 “General Assembly” means the North Carolina General Assembly.
- 1.5 “Governmental Unit” means the local unit of government named above.
- 1.6 “Grant Agreement” has the meaning set forth in the preamble.
- 1.7 “Grant Term” means period of time running from the Effective Date to the applicable Termination Date, as specified in Section 3 below.
- 1.8 “Guidelines” means the eligibility requirements and guidelines for the grants from the Industrial Utility Fund Account, established by Commerce and amended, modified, or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion.
- 1.9 “Preliminary Engineering Report (PER)” means the document developed by a Project engineer and designed to assist in the planning and assessment of the Project, as defined below.
- 1.10 “Project” as summarized in the Preliminary Engineering Report (“PER”) submitted with the Application.
- 1.11 “Project Change” means any material alteration, addition, deletion, or expansion of the Project, including (without limitation) material changes to construction or other infrastructure improvement or the PER or to the required number of New Jobs to be created.
- 1.12 “Rural Authority” has the meaning set forth in the recitals.
- 1.13 “State” means the State of North Carolina.
- 1.14 “Termination Date” means the ending term of the agreement, unless otherwise extended in accordance with Section 3 below.
- 1.15 “Utility Account” has the meaning set forth in the preamble.

Section 2. Agreements to be Executed.

- (a). As conditions of the Grant and prior to Commerce's release of any Grant funds:
 - i. The highest elected official of the Governmental Unit shall execute two (2) originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. A signatory form is executed, and returned to Commerce;
 - iii. Copies of the award letters regarding all other funding sources for the Project are submitted to Commerce.

Section 3. Changes in the Project or Other Conditions.

- (a). "Project Change" is defined in Paragraph 1.11 above. No Project Changes shall occur, unless approved by Commerce in writing. Prior to implementing a Project Change, the Governmental Unit shall submit any proposed change to Commerce for review, stating, if applicable, the costs and schedule for completing the proposed Project Change. The failure of the Governmental Unit to submit proposed Project Changes will subject the Governmental Unit to the penalties and remedies set forth in Paragraph 15(b) of this Grant Agreement, unless Commerce, in its sole discretion, expressly waives this requirement of pre-implementation review in writing. In any event, there shall be no Project Changes, unless expressly approved of by Commerce in its sole discretion in a separate, written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Governmental Unit shall notify Commerce immediately of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer, or perform this Grant Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

Section 4. Term of Grant Agreement.

The effective period of this Grant Agreement shall commence on: **April 1, 2026** ("Effective Date"), and shall terminate on **March 31, 2028**, unless it is terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless it is extended for an express term agreed upon in writing by the Governmental Unit and Commerce.

Section 5. Funding and Administrative Expenses.

- (a). The Rural Authority grants to the Governmental Unit an amount not to exceed **\$1,201,400** for Project expenditures. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Governmental Unit determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce and return any surplus Grant funds it has received to Commerce.
- (b). The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds. Improperly expended funds may be subject to repayment by the Governmental Unit in Commerce's sole discretion.
- (c). Without limitation and as determined by Commerce in its sole discretion, eligible expenditures incurred after the date of the Grant award may include those expenditures specified in 04 NCAC 01I .0102(a)(12)(C). Additionally, the Governmental Unit may use up to two percent (2%) of the Grant amount, if necessary, to verify that the Grant funds are used only in accordance with law and to otherwise administer the Grant.
- (d). Eligible expenditures do not include land-acquisition costs or costs for the construction of new buildings. Commerce retains the sole discretion to determine what additional expenditures are ineligible for Grant funding.
- (e). In the event local funds are committed to the Project, Grant funds must be drawn on a pro-rata basis with the local funds.

Section 6. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the Project, and any actions taken pursuant to the Grant Agreement and the Project shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit, or any third party. Nor shall the Grant Agreement or the Project be construed to make the Governmental Unit (including its employees, agents, members, or officials) or any third-party employees, agents, members, or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses, and all forms of compensation to

employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes, or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

Section 7. Method of Payment.

Commerce shall pay the Grant funds to the Governmental Unit after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

Section 8. Obligation of Funds.

The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days of the Termination Date.

Section 9. Project Records.

- (a). The Governmental Unit shall maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents, and all other pertinent records related to the Grant Agreement and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

Section 10. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance with the Grant Agreement and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination

Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities to ensure that all performance goals are being achieved.

- (b). The Governmental Unit shall furnish Commerce with such detailed written progress reports as Commerce may request in its sole discretion. Such reports should describe the progress made by the Governmental Unit toward achieving the purpose(s) of the Project. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date may result in the withholding, in Commerce's sole discretion, of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one (1) copy of any audited financial statements and accompanying reports generated covering the Grant Term.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Grant Term. In the final report, the Governmental Unit shall describe the Project, how it was implemented, to what degree its established objectives were met and the difficulties encountered, what was changed, and the cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions, or departments (including, without limitation, Commerce, the North Carolina State Auditor, and the North Carolina Office of State Budget and Management), and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the Grant Agreement or the Project. In addition, the Governmental Unit agrees to comply at any time, including after the Grant Term, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

- (f). The Governmental Unit shall provide Commerce with a copy of all agreements governing incentives it has received for the Project from all North Carolina State and local sources and shall provide periodic updates to Commerce regarding the amount of incentives actually received.

Section 11. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill its obligations in a timely and proper manner or violates any of the covenants or stipulations under this Agreement, Commerce has the right to terminate this Grant Agreement by giving, as applicable written notice of termination to the Governmental Unit. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Governmental Unit. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Governmental Unit. Upon such termination, Commerce shall have no responsibility to make additional Grant payments under the Grant Agreement. Upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement by giving written notice specifying the Termination Date of this Grant Agreement, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

Section 12. Liabilities and Loss.

The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Governmental Unit or any third party in connection with the performance of this Grant Agreement or the Project, and for all losses arising from the implementation of this Grant Agreement. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties,

and civil judgments resulting from or arising out of or in connection with or pertaining to any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit, the Indemnified Parties, or of any third party, or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

Section 13. Governmental Unit Representations and Warranties.

The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement, the validity or enforceability of this Grant Agreement, or the abilities of the Governmental Unit to discharge its obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Grant Agreement by the Governmental Unit. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.

- (f). The Governmental Unit shall comply with all applicable environmental laws, rules, regulations and requirements and this Grant Agreement is made contingent upon a certification from the North Carolina Department of Environment and Natural Resources that the proposed project will not have a significant adverse effect on the environment.

Section 14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Section 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, or in relation to the Project (including the performance thereof), the Governmental Unit agrees that Commerce may require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Sections 3, 5, 10, 11, and 13 of this Grant Agreement.

Section 15. No Waiver by the State.

Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision, or representation contained in this Grant Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision, or representation.

Section 16. Waiver of Objections to Timeliness of Legal Action.

The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to

enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

Section 17. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers, or members of its governing body, from the Grant or Project, and shall include actions to be taken by the Unit or the individual or both to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the Grant Term and the Project, the Governmental Unit has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the State, federal, and local governments which may in any manner affect the performance of the Grant Agreement or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in this Grant Agreement without the prior written consent of Commerce; \ however, claims for money due to the Governmental Unit from Commerce under this Grant Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

- (f). Obligations of Recipient with respect to Certain Third Party Relationships. Commerce shall hold the Governmental Unit responsible for complying with the provisions of this Grant Agreement, even when the Governmental Unit designates a third party or parties to undertake all or any part of the Project.
- (g). Separate Agreements. The Governmental Unit understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Grant Agreement is required. The Governmental Unit further understands that any default under the separate grant agreement or loan during this Grant Term, as it may be extended, may be the basis for Commerce to deny payment under this Grant Agreement or to request repayment of any funds previously paid. Any such denial of payment or request for repayment will be in Commerce's sole discretion.

Section 18. Notice.

Unless the Rural Authority approves an alternate method of delivery, notices (other than service of legal process), reports, and certifications under this Agreement shall be sent by certified mail, return receipt requested; hand delivery; or by overnight courier; or email; or other method approved by the Parties, as follows, unless the relevant Party provides prior written notice of a change in the following contact information:

If to the Rural Authority or Commerce: Heather C. Sains
 NC Department of Commerce
 4346 Mail Service Center
 Raleigh, NC 27699
 919.814.4342
 Heather.sains@commerce.nc.gov

If to the Governmental Unit:
 Randy Huffman, Mayor
 Town of North Wilkesboro
 PO Box 218
 North Wilkesboro NC 28659
 336-667-7129
 Rhuffman@northwilkesboronc.gov

Or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

Section 19. Entire Agreement.

This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

Section 20. Execution.

This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

Section 21. Construction, Jurisdiction and Venue.

This Grant Agreement shall be construed and governed by the laws of the State of North Carolina. The Governmental Unit agrees and submits, solely for matters concerning this Grant Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Grant Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

Section 22. Severability.

Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

Section 23. Acceptance.

If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental Unit accompanying this Grant Agreement.

Signature Page follows.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement under seal as of the date first above written.

Governmental Unit

By:

_____ [SEAL]

Title: _____

Date: _____

North Carolina Department of Commerce

By:

Signed by:

1404A2DAF432439... [SEAL]

Reginald L. Speight

Title: Assistant Secretary, Rural Economic
Development Division

Date: 12-Mar-2026
