

# TOWN OF NORTH WILKESBORO

## Agenda



*Regular Monthly Meeting  
Tuesday, July 7, 2020*

*5:30 p.m.*

*The Stone Family Center for the Performing Arts*

*“Any individual with a disability who needs an interpreter or other auxiliary aids, please contact Debbie Pearson at 336-667-7129 ext. 3001 or email at [townclerk@north-wilkesboro.com](mailto:townclerk@north-wilkesboro.com). Please make this request 48 hours in advance of the scheduled meeting.”*

**Town of North Wilkesboro Board of Commissioners**  
**Regular Meeting**  
**July 7, 2020 – 5:30 PM**  
**Stone Family Center for the Performing Arts**

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Additions/Deletions to agenda**
- V. Approval of Agenda (action)**

**VI. Public Comments**

*Mayor will acknowledge no more than 5 speakers. Speakers have five-minute limit.*

**VII. Consent (action)**

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

- A.) Approval of Meeting Minutes – Debbie Pearson
- B.) Downtown Public Art Project – Crystal Keener

**VIII. Town Manager's/Attorney's Report**

*Town Manager's and Town Attorney's Reports as needed*

**IX. Public Hearing**

- C.) 1035 Mountain View Rd. Rezoning Public Hearing and Approval – Meredith Detsch

**X. Policy**

- D.) Real Estate Disposal Policy – Wilson Hooper

**XI. Mayor and Commissioner Topics**

*Board members may bring up topics not listed on the agenda for discussion or staff follow up*

**XII. Adjourn**

## **A. APPROVAL OF MEETING MINUTES**

**Approve minutes of recent North Wilkesboro Board of Commissioners Meetings:**

- **June 2/3, 2020 Regular Meeting**
- **June 25, 2020 Work Session**

STAFF RESOURCES: Debbie Pearson, Town Clerk

FUNDING SOURCES: N/A

ATTACHMENTS:

- 1.) June 2/3, 2020 Regular Meeting Minutes (meeting held virtually)
- 2.) June 25, 2020 Work Session Minutes (meeting held at Stone Center)

## **B. DOWNTOWN PUBLIC ART PROJECT**

**Consider a resolution approving the art concept and granting permission to the Downtown North Wilkesboro Partnership to create the artwork so described on town-owned Hillside Park adjacent to Kensington Dr.**

STAFF RESOURCES: Crystal Keener, Downtown Partnership Director

FUNDING SOURCE: Downtown Partnership Budget

### **BACKGROUND:**

- The Downtown North Wilkesboro Partnership is proposing a public art project on town-owned property that they feel would enhance the appearance of the downtown and draw more visitors to the area.
- The project involves painting the risers on some of the steps at Hillside Park.
- The painting would depict a sky scene, similar to the image depicted in attachment 2.
- It would be funded from Partnership funds. No town funds would be required.
- However, the town would contribute in-kind support in the form of cleaning and prepping the steps, and priming them using white or gray paint.
- The artist is Adrian Guerrero, a recent graduate of Wilkes Early College High School.
- The artist and the Partnership will sign an agreement. The Partnership will be the legally responsible party for ensuring completion.
- If approved, the project would begin in early July and take approximately one month to complete.
- The Board of Commissioners heard a presentation on this project at their June 25, 2020 Work Session.

### **ACTION:**

- The Board is asked to pass a resolution approving the art concept and granting permission to the Downtown North Wilkesboro Partnership to use the stairs for this artwork.

### **ATTACHMENTS:**

- 1.) Resolution
- 2.) Artist's concept

## C. 1035 MOUNTAIN VIEW RD. REZONING PUBLIC HEARING AND APPROVAL

**Hold a public hearing on the proposed rezoning of 1035 Mountain View Rd. from R-10 (Low Density Residential) to R-20 (Rural Residential); and**

**Approve the rezoning with the provided consistency statement and land use map amendment.**

STAFF RESOURCES: Meredith Detsch, Planning & Inspections

FUNDING SOURCES: N/A

### BACKGROUND:

- The owners of the property at 1935 Mountain View Rd., in the town's ETJ, have applied for a rezoning.
- The property is residential in nature and currently zoned R-10 (Low Density Residential).
- The applicants were approved by the Planning Director to remove the single wide manufactured home, which was non-conforming but grandfathered in, and replace it with a new one. Instead they brought in a double wide manufactured home, which is prohibited in the R-10 zoning district.
- To come into compliance, the owners chose to rezone the property to R-20 (Rural Residential) which allows manufactured homes.
- The Planning Board held a public hearing June 11-12 and approved the rezoning request.
- Per NCGS 160A-385 (in effect at the time of the request), rezoning requests require notifying adjacent property owners, public advertisements, and a public hearing.
- Notices were mailed via first class mail to all adjacent property owners on June 23, 2020.
- The legally required public advertisement was run on June 24, 2020 and July 1, 2020 in the *Journal-Patriot*.

### ACTION:

- The public hearing satisfies a statutory requirement.
- The Board's motion to approve/deny must include a consistency statement and statement of reasonableness, as expressed in the language below:
  - *"The proposed rezoning is/is not consistent with the North Wilkesboro 25 Year Comprehensive Plan and all other applicable plans, because it results in the potential development of a residentially zoned site to continue as residence but change to be more rural in nature. The Board of Commissioner considers an affirmative vote to be reasonable and in the public's interest."*

### ATTACHMENTS:

- 1.) Staff Report
- 2.) Zoning Map
- 3.) Planning Board Recommendation

## **D. REAL ESTATE DISPOSAL POLICY**

**Approve a policy for managing the disposition of unneeded town real estate.**

STAFF RESOURCES: Wilson Hooper, Town Manager

FUNDING SOURCES: N/A

### **BACKGROUND:**

- The Town of North Wilkesboro has a number of real estate holdings, some of which are not currently used for day-to-day town business.
- These properties, many of which are vacant, do not generate any property tax revenue or other public benefit for the town in their current state.
- The Town is also responsible for their maintenance, and liable for any hazards that exist on the properties.
- At a Work Session earlier in the year, the Board gave feedback to the Town Manager on criteria for determining whether property should be deemed surplus, and expressed priorities on how to dispose of surplus properties.
- The Town Manager included this feedback in the draft policy, which is attached here.
- The Town Manager reviewed the full policy for the Board at the June 26 Work Session.
- The highlights of the policy are:
  - Criteria for evaluating whether a property should be deemed surplus;
  - A call to dispose of surplus property quickly;
  - A review of legal disposal methods.
- Real estate disposition is closely governed by statute, so the Town Attorney will need to endorse any disposition strategy.

### **ACTION:**

- The Board of Commissioners is asked to approve the policy.
- Upon approval, the Town Manager will begin the review of properties as described in the policy.
- No property will be sold or disposed of without Board approval. The Town Manager will bring a recommendation to the Board in the coming months.

### **ATTACHMENT:**

- 1.) Draft Real Estate Disposal Policy

**TOWN OF NORTH WILKESBORO**  
**COMMISSIONERS REGULAR MONTHLY MEETING**  
**June 2, 2020**  
**5:30 p.m.**

A meeting of the Mayor and Board of Commissioners of the town of North Wilkesboro was held via ZOOM online platform in the respective homes and/or offices of the Commissioners, Town Manager and Town Clerk June 2, 2020.

THERE WERE PRESENT:                    Robert L. Johnson, Mayor  
   Andrew Palmer, Commissioner/Mayor Pro-Tem  
   Angela Day, Commissioner  
   Debbie Ferguson, Commissioner  
   Michael Parsons, Commissioner  
   Bert Hall, Commissioner

ALSO PRESENT:                            Wilson B. Hooper, Town Manager  
   Debra Pearson, Town Clerk  
   Daniel Johnson, Town Attorney

**CALL TO ORDER**

Mayor Pro-tem Andrew Palmer called the meeting to order at 5:40 p.m. and delivered the Invocation. The Pledge of Allegiance was led by North Wilkesboro Police Chief Joe Rankin.

**V. Approval of the Agenda:**

There were no additions or deletions to the agenda. At that time Mayor Pro-tem Palmer called for a motion to approve the agenda. Commissioner Parsons asked to adjust the agenda by moving item XIII. Mayor and Commissioner Topics, making it item VIII. A). **Motion to change and approve the agenda was made by Commissioner Parsons and seconded by Commissioner Ferguson. Motion unanimously carries as Manager Hooper requests the vote from each Commissioner after stating their name for verification purposes since this was a ZOOM media platform meeting.**

**VI. Public Comments:**

Mayor Johnson joined the meeting at this time and opened the floor for public comments. There was no one in the virtual audience that wished to speak.

**VII. Consent Items:**

A.) Approval of the May 5, 2020 Regular Board Meeting Minutes, May 18, and 19 Special Meeting Minutes and May 28, 2020 Work Session Minutes.

B). Wilkes Art Gallery Lease Renewal- *See attachment B.*

**Mayor Johnson called for a motion to approve the consent agenda as stated. With the exception of moving Item VIII., Commissioner Parsons made a motion to approve the consent agenda with Commissioner Day seconding the motion. Motion unanimously carries as Manager Hooper requests the vote from each Commissioner after stating their name for verification purposes since this was a ZOOM media platform meeting.**

### **VIII. Town Manager's/Attorney's Report AND Mayor and Commissioner's Topics**

By request of Commissioner Parsons, item XIII was moved and changed to item VIII. A). At this time Resolution 2020-006 Granting Comprehensive Authority to Town Manager due to COVID19 State of Emergency was discussed. Commissioner Parsons wanted to point out that the Town of North Wilkesboro remains under closures and that he feels might be “dialed back” on. He said he would like to have a more fluid approach to decision making. He felt the board needed to be kept more informed of the situation in regards to continued closures of areas of the town. It is still uncertain what Governor Cooper’s Phase III beginning after June 26, 2020 will be. Commissioner Parsons remarked that keeping the town locked down so tightly and not giving folks something to look forward to is creating more problems than its solving. He said he wishes to create options, come together as a board and keep conversations open. Commissioner Palmer commented that he appreciates everything that Manager Hooper has done and reports numerous people in the community have reached out to him, and that he is in favor of going back to day to day things. **Commissioner Palmer stated he wanted to make a motion to rescind the Resolution 2020-006 Granting Comprehensive Authority to Town Manager due to COVID 19 State of Emergency. Motion was seconded by Commissioner Parsons.** Commissioner Ferguson interjected and asked for discussion of the matter before a motion was approved. She earlier noted that the Smoot Park pool closure was a good safety measure due to not being able to control children’s actions at the pool. Commissioner Day stated she agrees with safety measures in effect and that she would like to look at the situation on a month to month basis and not keep things closed for summer and fall. Commissioner Day said regarding the resolution “we’ve done all these things, it’s time to rescind”. Manager Hooper said he had expected the board to rescind the resolution at some time, but reminded the Board that he purposefully sought their feedback at the previous meeting. With that **Commissioner Palmer again made a motion to rescind the resolution with Commissioner Parsons seconding the motion. Motion unanimously carries as Manager Hooper requests the vote from each Commissioner after stating their name for verification purposes as this was a ZOOM media platform meeting.**

*See attachment C.*

### **IX. Public Hearing:**

At 6:50 p.m. Mayor Johnson called for a Public Hearing to approve the 2020-2021 General Fund and Water/Sewer Fund Budget Approval. He asked if there were any comments from the board or participants regarding the budget. There were none. *See attachment D.*

### **VI. Recess until 6:00 p.m. Tuesday, May 19, 2020**

*Public comments may be submitted for twenty-four (24) hours following the public hearing in writing by e-mail to [townhall@north-wilkesboro.com](mailto:townhall@north-wilkesboro.com) or by calling 336-667-7129 ext. 3012 prior to 6:00 p.m.* This meeting will recess and resume on June 3, 2020 at 6:30 p.m. to take a vote to approve the 2020-2021 General Fund and Water Sewer Fund Budget. **Motion to recess until June 3, 2020 at 6:30 p.m. was made by Commissioner Parsons, seconded by Commissioner Day. Motion unanimously approved by roll call and vote of each Commissioner by Manager Hooper.** Meeting recessed at 6:53 p.m.

**TOWN OF NORTH WILKESBORO  
BOARD OF COMMISSIONERS (Virtual)  
REGULAR MONTHLY MEETING  
Town of North Wilkesboro  
June 3, 2020**

A reconvened meeting of the Board of Commissioners of the town of North Wilkesboro was held via ZOOM online platform in the respective homes and/or offices of the Mayor, Commissioners, Town Manager and Town Clerk June 3, 2020, was called to resume at 6:30 p.m. Wednesday June 3, 2020.

THERE WERE PRESENT:                    Robert L. Johnson, Mayor  
   Andrew Palmer, Commissioner/Mayor Pro-Tem  
   Angela Day, Commissioner  
   Debbie Ferguson, Commissioner  
   Michael Parsons, Commissioner  
   Bert Hall, Commissioner

ALSO PRESENT:                            Wilson B. Hooper, Town Manager  
   Debra Pearson, Town Clerk  
   Daniel Johnson, Town Attorney

**CALL TO ORDER**

Mayor Robert Johnson called the recessed meeting to order at 6:35 p.m. and delivered the Invocation. The Pledge of Allegiance was led by North Wilkesboro Police Chief Joe Rankin.

This meeting was reconvened to take a vote to approve the North Wilkesboro FY 2020-2021 General Fund and Water Sewer Fund Budget. Mayor Johnson asked if there was anyone wishing to express opinions or concerns regarding the budget. There was no one wishing to speak. Mayor declared the Public Hearing closed. Manager Hooper briefly discussed some of the items for approval including the .09 cent increase per 1000 gallon for wholesale water to our rural water associations and a 2.5% COLA (cost of living adjustment) for all eligible town employees. Commissioner Palmer said he had received some comments from the public regarding the water and sewer rate increases, but he still thinks it is the right thing to do. Commissioner Ferguson said she wanted to thank Finance and Manager Hooper for going back to the drawing board due to the COVID19 restrictions and for the foresight they have had in reducing the original budget. Mayor Johnson thanked everyone for all their hard work and said he looked forward to seeing everyone in person soon. Mayor Johnson called for a motion to approve the North Wilkesboro FY 2020-2021 General Fund and Water Sewer Budget. Commissioner Ferguson made the motion to approve the budget with Commissioner Parsons seconding the motion. Motion unanimously carries by individual roll call vote. With no other business to conduct Mayor Johnson call for a motion to adjourn the meeting. **Commissioner Palmer made the motion to adjourn with Commissioner Ferguson seconding the motion. Motion carries by each member stating approval by individual roll call. Meeting was adjourned at 6:42 p.m.**

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Debra W. Pearson, Clerk

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Robert L. Johnson MAYOR

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

COPY

NORTH CAROLINA

LEASE AGREEMENT

WILKES COUNTY

THIS LEASE ("Lease") is made and entered into as of the 3rd day of October, 2000, by and between THE TOWN OF NORTH WILKESBORO, a municipal corporation, ("Landlord" or "Lessor"), and WILKES ART GALLERY, INC. a North Carolina non-profit corporation, ("Tenant" or "Lessee").

WITNESSETH:

For and in consideration of the premises and the mutual covenants contained herein, the sufficiency of which is acknowledged by all parties, the Lessor and Lessee agree as follows:

1. Description of Premises. Lessor hereby leases to Lessee, and Lessee hereby accepts and rents from Lessor, the property located in the Town of North Wilkesboro, Wilkes County, North Carolina described on Exhibit A (the "Premises").

2. Term. The initial term of this Lease shall begin upon the execution of this lease and shall extend through June 30, 2005. The Lessee has the option to extend the term of this Lease for three additional five year periods, provided that Lessee gives written notice of its intent to exercise the option prior to ninety (90) days before the expiration of the then current term. This lease may be extended or renewed thereafter with the written consent of both parties.

3. Rental. The Lessee shall pay to the Lessor the sum of One Dollar per year.

4. Alterations and Improvements. Any structural changes or other material alterations, additions, or improvements made to the Premises by Lessee shall be subject to the prior written consent of Lessor and shall be at the sole cost and expense of Lessee. Upon the expiration or earlier termination of this Lease, all alterations, additions or improvements, including without limitation, all walls, railings carpeting, floor and wall coverings and other permanent fixtures made by, for, or at the direction of Lessee, shall become the property of the Lessor.

Notwithstanding any provision herein to the contrary, the parties agree as follows:

a. Prior to June 30, 2001, the Town shall repair or replace the roof of the building to the extent that such repairs or replacement shall have a useful life expectancy of twenty (20) years. The Town shall assign any warranty for the repair or replacement of the roof to the Lessee.

b. The Town shall attempt to preserve the skylights in the roof, provided such preservation can be accomplished at a reasonable cost. In the event the cost of preserving the skylights is excessive, in the Town's sole determination, then the

Lessee may request the preservation of the skylights provided the Lessee pays the cost of such preservation.

c. The parties acknowledge that the windows and doors of the building need renovation and/or replacement. During the fiscal year beginning July 1, 2001, the Town shall pay the sum of \$15,000.00 towards the renovation and/or replacement of the windows and doors. The Town shall retain the right to approve the type of doors and windows to be installed in the building, based upon exterior appearance, which approval shall not be unreasonably withheld.

d. During the fiscal year beginning July 1, 2001, the Town shall provide new units for heating, ventilation and air conditioning, with a capacity sufficient for the present size of the building. The Town shall cooperate with the Lessee in selecting the type of units to be installed. The Lessee shall be responsible for all duct work, controls and registers to be installed within the building.

e. The parties acknowledge that the building presently does not comply with laws governing accessibility for the handicapped. The costs of renovations to the building related to accessibility shall be borne as follows:

1) The Lessee shall be responsible for making all areas inside the building handicapped accessible (including, but not limited to, handicap accessible bathrooms).

2) During the fiscal year beginning July 1, 2001, the Town shall make modifications on the exterior of the building to provide accessibility to the main floor of the building. The Town shall consult with the Lessee concerning location and design of exterior structures related to accessibility.

3) During the fiscal year beginning July 1, 2002, the Town shall pay for all costs necessary to make the lower level of the building handicapped accessible. The parties contemplate that this will include the construction of an elevator in a fire-rated chase exterior to the present building. If the Lessee elects to construct and install an elevator prior to that time, the Town agrees to reimburse to the Lessee the actual cost of such installation and construction, up to a maximum amount of \$45,000.00.

5. **Use of Premises.** The purpose of this lease is to provide to the Lessee and the citizens of North Wilkesboro and Wilkes County a facility for the display, creation, and teaching of the cultural and fine arts. It will be the function of this building to provide a setting for creative, educational, recreational, social and other opportunities to the citizenry. Notwithstanding any clause of this Lease to the contrary, the Lessee may charge reasonable fees for access and use of the building and facilities, including, without limitation, renting the Premises for exclusive, short-term use to organizations or for fund-raising purposes.

6. **Taxes.** Lessee shall pay any taxes or assessments of any nature imposed or assessed upon its trade fixtures, equipments, machinery, inventory, merchandise or other personal property

located on the Premises and owned by or in the custody of Lessee promptly as all such taxes or assessments may become due and payable without any delinquency. Lessor shall pay all ad valorem property taxes, if any, when due.

7. **Fire and Extended Coverage Insurance.** Lessor shall maintain and pay for fire insurance, with extended coverage, covering the Premises and the equipment and fixtures listed on Exhibit B. Lessee, at its option, may obtain insurance on the personal property located on the premise.

8. **Lessee's Covenant to Repair.** Routine maintenance and housekeeping shall be the responsibility of the Lessee. Illustrations of routine maintenance and housekeeping include, but are not limited to, replacing light bulbs as needed, cleaning the building, replacing broken window panes and minor repairs to the building.

At the end of the term of this Lease, Lessee shall return the Premises to Lessor in as good condition as they were when received, excepting normal wear and tear, fire and other casualty, acts of God, and repairs required to be made by Lessor hereunder.

9. **Lessor's Limited Covenant to Repair and Replace.** All expenses and repairs other than routine maintenance and housekeeping shall be the responsibility of the Lessor. Specifically, the Lessor shall be responsible for repairs or replacements to the roof, exterior walls, structural members, including foundation and subflooring of the Premises. The Lessor shall provide maintenance for the HVAC system and the exterior of the building and grounds.

If the cause of repairs or replacement is the result of the gross negligence, misconduct or intentional acts or omissions of Lessee and the expense of such repairs or replacements is not fully covered by insurance required under the Lease, then the Lessee shall pay the Lessor the full amount of the reasonable costs of repair not covered by such insurance.

Lessor's repairs and replacement shall be made within a reasonable time, not to exceed sixty (60) days after written notice from Lessee of the need for repairs. If Lessor cannot, using due diligence, complete its repairs within sixty (60) days after written notice from Lessee, then either party may terminate this Lease effective upon sixty (60) days prior written notice, without prejudice to Lessor's right to receive payment from Lessee for uninsured damages caused directly or indirectly by Lessee.

10. **Trade Fixtures and Equipment.** Any trade fixture and equipment installed in the Premises at Lessee's expense shall remain Lessee's personal property and Lessee shall have the right at any time during the term to remove such fixtures and equipment. Upon removal of any fixtures or equipment, Lessee shall immediately restore the Premises to substantially the same condition as they were when received by Lessee, ordinary wear and tear, fire and other casualty, and acts of God alone excepted.

11. **Utilities.** Lessee shall pay for all utilities or services including electricity, gas, heat, sewer, water, telephone and janitorial services. Lessor shall not be responsible for the stoppage or interruption of utilities services other than as required by its limited covenant to repair and replace set forth above.

12. Damage or Destruction of Premises. If the Premises are destroyed or unfit for use or occupancy by fire or other casualty for more than one hundred, twenty (120) days during the term of the Lease, the Lease shall terminate.

13. Mutual Waiver of Subrogation. For the purpose of waiver of subrogation, the parties mutually release and waive unto the other, all rights to claim damages, costs or expense for any injury to persons (including death) or property caused by a casualty of any type whatsoever in, on, or about the Premises if the amount of such damage, cost or expenses has been paid to such damaged party under the terms of the any policy of insurance. All insurance policies carried with respect to this Lease, if permitted under applicable law, shall contain a provision whereby the insurer waives prior to loss all rights of subrogation against either Lessor or Lessee.

14. Liability Insurance. At all times during the term of this Lease, Lessee shall at its own expense keep in force public liability insurance with such companies as shall be commercially reasonable and naming the Lessor as an additional insured. The amounts of such coverage shall be at least \$100,000.00 with respect to bodily injury or death of one person as a result of any one accident. The Lessee shall furnish to the Lessor copies of policies or certificates of insurance evidencing the required coverage and naming the Lessor as an additional insured under such policies, prior to the Beginning Date and thereafter prior to each policy renewal date. All policies required hereunder shall contain a provision whereby the insurer is not allowed to cancel or materially change the coverage without first giving thirty (30) days written notice to the Lessee.

15. Eminent Domain. If any portion of the Premises is take under the power of eminent domain (including any conveyance made in lieu thereof) during the term of this Lease, and if such taking substantially interferes with the operation of Lessee's business located on the premises, then this Lease shall terminate.

16. Events of Default and Lessor's Remedies. This Lease is made upon the express condition that if the Lessee shall neglect to keep and fulfill any of the covenants and agreements herein provided on its part to be kept and fulfilled, and shall remain in default thereof for a period of fifteen (15) days after notice from the Lessor of any such default, the Lessor, its successors or assigns, may thereupon enter upon the Premises and expel the Lessee therefrom, without prejudice to any other remedy which the Lessor, his heirs and assigns, may have on account of such default.

17. Covenant of Quiet Enjoyment. Lessor represents that it has full right and authority to lease the Premises and Lessee shall peacefully and quietly hold and enjoy the Premises for the full term hereof so long as it does not default in the performance of any of the terms hereof.

18. Notices. Any notice allowed or required by this Lease shall be deemed to have been sufficiently served if the same shall be in writing and placed in the United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid and address as follows:

To Lessor: The Town of North Wilkesboro  
Attn.: Town Manager

P.O. Box  
North Wilkesboro, NC 28659

To Lessee: Wilkes Art Gallery, Inc.  
Attn.: Executive Director  
Hinshaw Street  
North Wilkesboro, NC 28659

The address of the Lessor and Lessee to which notice shall be directed may be changed from time to time by either party giving written notice to the other in the prescribed manner.

19. **Right of First Refusal.** Lessor hereby grants to Lessee a continuing right of first refusal to purchase the Premises throughout the term of this Lease. If Lessor elects to sell the premises and if the Lessor receives a bona fide offer from a third party to buy the Premises, as evidenced by a letter of intent or other written proposal, then Lessor shall notify Lessee of such proposal in writing and provide Lessee a copy of such proposal. Lessee shall have thirty (30) days from Lessee's receipt of Lessors's notice of such proposal in which to elect, in writing to Lessor, to purchase the Premises on substantially the same terms as such proposal. If Lessee elects to purchase the Premises, then Lessor shall enter into a contract to purchase upon such terms and conditions found in such proposal and other mutually agreeable terms. Provided, however, that if the Lessee elects to purchase the Premises, the Lessee shall be given a credit towards the purchase price in an amount equal to the increase in the fair market value of the Premises resulting from improvements made by the Lessee. If Lessee elects not to purchase the Premises or if Lessee fails to respond to Lessor within thirty (30) days, then Lessor shall be free to sell the Premises to the third party on the terms set forth in such proposal. Lessee shall continue to have the right of first refusal in the event the Premises is not sold to the third party on the terms set forth in such proposal and to all offers to purchase made thereafter until a sale of the Premises is closed or until this Lease expires or is earlier terminated under the provisions of this Lease.

20. **Memorandum of Lease.** Upon the request of either party, the other party shall join in the execution of a Memorandum of the Lease and Right of First Refusal in recordable form. Either party may record the Memorandum in the appropriate land record office, at its own expense.

21. **Right of Inspection.** Lessor or its representative shall have the right to enter the Premises during normal business hours and, in case of an emergency at any time, for purposes of inspecting the Premises to insure compliance with the covenants contained in this Lease. In the event that Lessee changes locks on any doors of the buildings located on the Premises, Lessee shall provide Lessor keys for use during an emergency.

22. **Assignment.** The Lessee may assign or sublet the Premises (or a portion thereof) only with the express written consent of the Lessor, which consent shall not be unreasonably withheld. The Lessor may assign this Lease upon the conveyance of its interest in the property.

23. **Miscellaneous.** This Lease contains the entire agreement between the parties, and may not be modified except in writing signed by both parties. All prior conversations or writings between the parties with respect to the Premises are merged into this Lease. If any term or

provision of this Lease shall be determined to be invalid or unenforceable, the remainder of this Lease shall be not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. The terms, covenants and conditions contained in this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and there respective successors and assigns. This Lease shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed in their respective names pursuant to authority duly given, in duplicate originals, on the day and year first above written.

THE TOWN OF NORTH WILKESBORO

By: /s/ Conley Call, MAYOR

Attest: /s/ Kay Minton, Town Clerk

WILKES ART GALLERY, INC.

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

EXHIBIT A

Description of Wilkes Art Gallery Property

BEGINNING at a point on the south line of "C" Street, which point is 125 feet westwardly from the southwest corner of the intersection of the south line of "C" Street with the west line of Ninth Street; thence running South 27° 27' East, parallel with Ninth Street, 140 feet to an alley; thence South 62° 33' West, along the north line of said alley, 150 feet to a point; thence North 27° 27' West a distance of 140 feet to a point in the south line of "C" Street; thence North 62° 33' East, along the south line of "C" Street, 150 feet to the point of Beginning; said tract or parcel of land being Lots 12, 14, 16, 18, 20, and 22, Block 35 as shown on Trogdon's Map of the Town of North Wilkesboro, North Carolina.

Prepared by and return to:  
McElwee Firm, PLLC  
906 Main Street, North Wilkesboro, NC 28659

NORTH CAROLINA

MEMORANDUM  
OF LEASE

WILKES COUNTY

This Memorandum of Lease is made and entered into this 3rd day of October, 2000, by and between THE TOWN OF NORTH WILKESBORO, Lessor, and WILKES ART GALLERY, INC., Lessee.

**WITNESSETH:**

The Lessor, for valuable consideration, has leased to the Lessee certain real property located in the Town of North Wilkesboro, Wilkes County, North Carolina, more particularly described in as follows:

BEGINNING at a point on the south line of "C" Street, which point is 125 feet westwardly from the southwest corner of the intersection of the south line of "C" Street with the west line of Ninth Street; thence running South 27° 27' East, parallel with Ninth Street, 140 feet to an alley; thence South 62° 33' West, along the north line of said alley, 150 feet to a point; thence North 27° 27' West a distance of 140 feet to a point in the south line of "C" Street; thence North 62° 33' East, along the south line of "C" Street, 150 feet to the point of Beginning; said tract or parcel of land being Lots 12, 14, 16, 18, 20, and 22, Block 35 as shown on Trogdon's Map of the Town of North Wilkesboro, North Carolina.

The initial term of the lease shall begin on October \_\_\_\_, 2000, and end on June 30, 2005.

The Lessee has the option of renewing the lease for three additional terms of five years each. In no event shall the lease extend past June 30, 2020.

The Lessee also has a right of first refusal to purchase the property during the term of the lease and any extension thereof.

The remaining terms and conditions of the lease are set out in a written instrument dated October \_\_\_\_, 2000, and duly executed by all the parties to this memorandum of lease.

IN WITNESS WHEREOF, the parties heretofore have executed this Lease in duplicate original, one of which is retained by each of the parties.

LESSOR:

THE TOWN OF NORTH WILKESBORO

By: /s/ Conley Call, MAYOR

Attest: /s/ Kay Minton, Town Clerk

LESSEES:

WILKES ART GALLERY, INC.

By:

President

Attest:

Secretary

NORTH CAROLINA  
WILKES COUNTY

I, \_\_\_\_\_ a Notary Public of the County and state aforesaid, do hereby certify that Kay Minton personally came before me this day and acknowledged that she is the Town Clerk for the Town of North Wilkesboro, North Carolina, a municipal corporation, and that by authority duly given and as the act of the corporation the forgoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as the Town Clerk.

Witness my hand and official seal this \_\_\_\_ day of October, , 2000.

\_\_\_\_\_  
Notary Public

NORTH CAROLINA  
WILKES COUNTY

I, \_\_\_\_\_ a Notary Public of the County and state aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is President of Wilkes Art Gallery, Inc., a corporation, and that as President, being duly authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this \_\_\_\_ day of October, 2000.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

NORTH CAROLINA, WILKES COUNTY

The foregoing certificates of \_\_\_\_\_ are certified to be correct. This instrument and this certificate are duly registered at the date and in the Book and Page shown on the first page hereof.

RICHARD L. WOODRUFF  
Register of Deeds for Wilkes County

By: \_\_\_\_\_  
Deputy / Assistant Register of Deeds

NORTH CAROLINA

WILKES COUNTY

FIRST AMENDMENT TO  
LEASE AGREEMENT

This First Amendment to Lease Agreement (the "First Amendment") is made and entered on this 7th day of May, 2013, by and between the TOWN OF NORTH WILKESBORO, a municipal corporation ("Landlord" or "Lessor") and WILKES ART GALLERY, INC., a North Carolina non-profit corporation ("Tenant" or "Lessee").

WITNESSETH:

THAT, WHEREAS, the Lessor and Lessee entered into a Lease Agreement in October, 2000, (the "Lease") for certain real property more particularly described therein (the "Property"); and

WHEREAS, the initial term of the Lease was for a period of five years with options to extend the term of the Lease for up to three additional five year periods, and the parties informally extended the term and the Lease remains in full force and effect; and

WHEREAS, the Lessee desires to secure the option to extend the Lease for additional periods; and

WHEREAS, the parties wish to clarify certain maintenance obligations of the parties;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Lessor and Lessee agree as follows:

1. The current term of the Lease shall extend through June 30, 2015. The Lessee has the option to extend the term of this Lease for four (4) additional five year periods, by giving written notice of its intent to exercise its option at least ninety (90) days prior to the expiration of the then-current term. This Lease may be extended or renewed thereafter with the written consent of both parties.

2. The Lessor shall be responsible for the maintenance of the HVAC system. The Lessor may, but is not required, to assume the current maintenance contract between the Lessee and Brady Trane Service, Inc. The Lessee shall cooperate with the Lessor in providing information and assistance in the assumption of this contract. The Lessee shall permit the Lessor or its agents to have access to the Property at all reasonable times for purpose of providing such maintenance.

3. The Lessor shall be responsible for the maintenance of the exterior of the building and for the landscaping and maintenance of the grounds surrounding the Art Gallery building. The Lessor may, but is not required, to assume the Lessee's current lawn maintenance contract, and the Lessee shall cooperate with the Lessor in providing information and assistance in the assumption of this contract.

4. The Lessor responsible for the maintenance of the elevator within the Art Gallery building and to assure that the elevator complies with all State licensing requirements. The Lessor may, but is not required, to assume the current maintenance contract between the Lessee and Thyssenkrupp Elevator Corporation. The Lessee shall cooperate with the Lessor in providing information and assistance in the assumption of this contract. The Lessee shall permit the Lessor or its agents to have access to the Property at all reasonable times for purpose of providing such maintenance.

5. At the request of the Lessee, the Lessor shall execute a Memorandum of Lease in form suitable for recording in the Office of the Register of Deeds for Wilkes County. The cost of preparing and recording such a memorandum shall be borne by the Lessee.

6. Except as modified in this First Amendment, the parties ratify and confirm the terms and conditions of the Lease, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Lease Agreement to be signed in their respective names under authority duly given.

Lessor:

TOWN OF NORTH WILKESBORO,  
a municipal corporation

By:

  
Robert Johnson, Mayor

Attest:

  
Kay Minton, Town Clerk

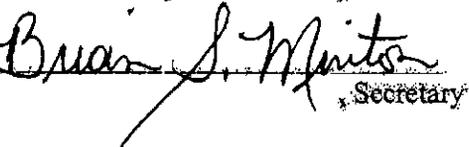
Lessee:

WILKES ART GALLERY, INC.

By:

  
Joseph B. Johnston, President

Attest:

  
Brian S. Minton, Secretary

**RESOLUTION 2020—006 GRANTING COMPREHENSIVE AUTHORITY TO  
NORTH WILKESBORO TOWN MANAGER**

**RESOLUTION GRANTING COMPREHENSIVE AUTHORITY TO TOWN MANAGER REGARDING STATE OF EMERGENCY POWERS RELATING TO PERSONNEL, UTILITY, AND TOWN GOVERNMENT POLICIES AND GENERAL BUSINESS OPERATIONS DURING THE DURATION OF THE WILKES COUNTY STATE OF EMERGENCY AS DECLARED ON MARCH 13, 2020 DUE TO CORONAVIRUS/COVID-19**

**WHEREAS**, as the global and nationwide state of emergency related to Coronavirus/COVID-19 continues to evolve rapidly, the Town of North Wilkesboro’s goal is to take responsible actions to ensure sustainability of public safety and essential services in the months ahead and alight mitigating strategies on the side of precaution whenever possible; and

**WHEREAS**, on March 13, 2020 the Mayor of North Wilkesboro asked that the town be included in a State of Emergency declared by Wilkes County, and therefore such a state of emergency exists within the jurisdiction of the Town of North Wilkesboro; and

**WHEREAS**, the Town of North Wilkesboro employees will be directly impacted with issues as a result of the unprecedented COVID-19 State of Emergency; and town officials are committed to taking proactive measures to educate, prevent, and slow the spread of COVID-19 within the community and the town workforce; and

**WHEREAS**, the Town Manager has advised the Board of Commissioners that to protect the health and safety of residents of the Town of North Wilkesboro and to mitigate the spread of COVID-19 during rapidly changing circumstances, it will require the town to promptly address and resolve unprecedented challenges as they arise;

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Town of North Wilkesboro, North Carolina, that during the duration of the State of Emergency within Wilkes County and the Town of North Wilkesboro, the Town Manager (or designee), is hereby granted authority to take necessary actions such as the following, but not limited to:

- Personnel Policy – to adopt amendments to the Town of North Wilkesboro Personnel Policy such as emerging practices regarding employee leave, designating essential vs. non-essential positions, promoting telework and flexible scheduling, etc;
- Utility and Town Government Policies – to take necessary action to address issues make adjustments to amend utility services such as temporarily suspend utility disconnections, non-payment fees, etc.;
- General Business Operations – to modify business practices such as alter business hours for walk-in customers, halt non-essential services, offer alternative business transaction techniques that mitigate public contact, etc.

This resolution shall take effect immediately upon its passage.

Adopted this the \_\_\_\_\_ day of March, 2020

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

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

**RESCINDED 6 2 2020**

**TOWN OF NORTH WILKESBORO  
BUDGET ORDINANCE  
FY 2020 – 2021**

BE IT ORDAINED by the Town Board of Commissioners of the Town of North Wilkesboro, North Carolina, meeting in regular session this 2<sup>nd</sup> day of June, 2020, that the following fund revenues and departmental expenditures, together with certain restrictions and authorizations, are adopted:

Section I – General Fund

A. Revenues

Taxes	\$2,302,548
State Shared Revenues and State Collected Local Taxes	1,963,916
Interest, Fees, Rents, Donations, Other	<u>2,424,166</u>
 Total	 <u>\$6,690,630</u>

B. Expenditures

Department

Governing Body	\$136,942
Administration	198,489
Finance	250,573
Christmas Cheer	8,100
Legal	60,000
Planning & Inspections	231,281
Tourism	175,592
Public Buildings	220,000
Police	2,236,636
Police Supplement	64,785
Town Garage	102,109
Fire	641,745
Public Services	70,175
Streets	556,445
Sanitation	654,789
Recreation	384,872
Cemeteries	133,089
Special Appropriations	204,408
Transfers	140,000
Special Services Debt	67,844
Contingencies	152,756
Total	<u>\$6,690,630</u>

## Section II – Water and Sewer Fund

### A. Revenues

Charges for Utilities	\$2,500,000
Other Revenue	355,331
Total	<u>\$2,855,331</u>

### B. Expenditures

#### Department

Special Appropriations	\$70,500
Transfers and Debt	146,614
Utility Billing	109,806
Utility Public Services	70,325
Water Treatment	1,153,471
Water Maintenance	536,079
Waste Treatment	625,491
Pump Stations	87,500
Contingencies	55,545
Total	<u>\$2,855,331</u>

## Section III – Firemen Supplementary Fund

### A. Revenues

Contribution from Firemen’s Relief Fund	\$4,000
Fund Balance Appropriated	12,800
Total	<u>\$16,800</u>

### B. Expenditures \$16,800

## Section IV – General Fund Capital Reserve

### A. Revenues

Transfer from General Fund	\$140,000
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Total \$140,000

B. Expenditures \$140,000

Total \$140,000

Section V – Tax Rate Established

An Ad Valorem tax rate of \$0.52 per \$100 at full valuation is hereby established as the official tax rate for the Town of North Wilkesboro for the fiscal year 2020-2021.

Section VI – Privilege Licenses and Fees

Privilege License within the Town of North Wilkesboro are hereby levied at Board of Commissioners adopted rates provided by General Statute guidelines.

Section VII – Special Authorization – Budget Officer

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

- A. He/She may transfer amounts between objects of expenditure and departments of the same fund without limit provided those transfers are reported to the Board of Commissioners at their next regular meeting.
- B. He/She may not transfer any amounts between funds nor from any contingency appropriation within any fund.

Section VIII – Utilization of Budget and Budget Ordinance

This ordinance and the budget document shall be the basis of the financial plan for the North Wilkes Municipal Government during the 2020-2021 fiscal year. The Budget Officer shall administer the budget, and shall ensure that operating officials are provided guidance and sufficient details to implement their appropriate portion of the Budget. The accounting section shall establish records which are in accordance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

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

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

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

**Town of North Wilkesboro  
Departmental Fees  
Schedule  
FY 2020-2021**

The Town of North Wilkesboro hereby resolves to adopt the following fee schedule for the Fiscal Year of 2020-2021.

**Planning & Inspections**

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

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

DOUBLE BUILDING PERMIT FEE IF CAUGHT BUILDING WITHOUT A BUILDING PERMIT

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

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

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

Heated Areas:

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

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

ADDITIONS (Single Family, Two Family and Townhouses):

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

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

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

Building Occupancy Classification	Individual Bldg Permit	Individual Elect Permit	Individual Mech Permit	Individual Plumb Permit	* Blanket Permit
Assembly	.14	.07	.04	.04	.26
Business	.11	.07	.06	.04	.25
Educational	.13	.07	.05	.04	.27
Factory/Ind.	.08	.05	.03	.03	.15
Hazardous	.08	.04	.03	.02	.13
Institutional	.19	.10	.09	.09	.44

Mercantile	.10	.06	.04	.05	.20
Residential-(Not Single Family, Two Family or Townhouses	.14	.07	.06	.06	.28
Storage	.07	.03	.03	.03	.11

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

**MANUFACTURED HOMES:**

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

**MODULAR HOMES:** 1 or 1 1/2 Stories.....\$250.00 on crawl space

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

**ELECTRICAL:**

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

**PLUMBING:**

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

**MECHANICAL:**

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

DAY CARES:

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

<u>PLAN REVIEW:</u> (minimum) .....	\$50.00
0 – 10,000 square feet (minimum charge) .....	\$0.015 per sq. ft.
Over 10,000 square feet (on first 10,000 sq. ft) .....	\$0.015
(per additional sq. ft.) .....	\$0.01

Others

Demolition Permit .....	\$ 45.00
(Bond equivalent to the cost of demolition project)	
Temporary Certificate of Occupancy .....	\$ 75.00

**Various Petitions / Miscellaneous Fees**

Rezoning Petition (\$150 refundable) .....	\$ 200.00
Annexation Petition (Non-refundable) .....	\$ 50.00
Street Closing Petition (Non-refundable) .....	\$ 200.00
Sign Permit (under 100 sq. ft.) .....	\$ 10.00
Sign Permit (over 100 sq. ft.) .....	\$ 100.00
Conditional Use Permit Application (Non-refundable) .....	\$ 75.00
Variance Hearing (Non-refundable) .....	\$ 175.00
Major Subdivisions (Non-refundable) .....	\$150.00 flat fee + \$2/lot
Cell Tower Application (Non-refundable) .....	\$ 2,500.00
Cell Co-location Application (Non-refundable) .....	\$ 500.00
Ordinance Amendment (Non-refundable) .....	\$ 100.00
Hard Copy Map (42 x 36) .....	\$ 10.00 per sheet
Hard Copy Map (Larger than 8 ½ x 11) .....	\$ 5.00 per sheet
Xerox Copies (per page) . . . . .	\$ .10
Zoning Compliance – Residential .....	\$20.00
Zoning Compliance – Commercial .....	\$30.00
Special Called Meeting by the Planning Board. ....	\$175.00

**Public Works**

Overgrown Lot Clearing Labor and Materials

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

Equipment for Overgrown Lot Clearing

Tractor .....	\$ 25.00 / hour
Truck.....	\$ 10.00 / hour
Bush-hog attachment.....	\$ 10.00 / hour
Riding Mower .....	\$ 8.00 / hour

Push Mower .....	\$ 3.00 / hour
String Trimmer .....	\$ 5.00 / hour
Backpack Blower .....	\$ 5.00 / hour

Commercial Dumpster Solid Waste Collection Fees

Dumpster pick up 1 time per week .....	\$ 73.29
2 times per week .....	\$146.64
3 times per week .....	\$219.93
4 times per week .....	\$ 293.29
5 times per week .....	\$ 366.58
Every Two Weeks .....	\$ 36.71
1 time per Month .....	\$ 16.89
1 Dumpster 2 times per week + 1 Dumpster 1 time per week .....	\$ 219.93
1 Dumpster 4 times per week + 1 Dumpster 1 time per week .....	\$ 366.58
1 Dumpster 3 times per week + 1 Dumpster 1 time per week .....	\$ 293.29

Other Solid Waste Fees (Monthly)

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

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

**Police Department**

Parking Violations

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

If fine not paid within 10 days of date of ticket, \$10.00 penalty will be assessed.

If fine remains unpaid 30 days from date the first penalty was assessed, an additional \$5.00 per each 30 days thereafter will be accrued.

Accident/Wreck Reports for those directly involved in a wreck .....	\$5.00
Accident/Wreck Reports for Insurance Companies .....	\$5.00

**Fire Department / Mandatory Permits**

Amusement Buildings .....	\$ 50.00
Carnival and Fairs .....	\$ 50.00

Covered Mall Building.....	\$ 50.00
Exhibits and Trade Shows.....	\$ 50.00
Explosives	
Blasting Permit (48 hours) .....	\$ 25.00
Blasting Permit (90 days) .....	\$ 100.00
Blasting Permit (1 year) .....	\$ 200.00
Flammable and Combustible Liquids .....	\$ 50.00
Fumigation and Thermal Insecticide Fogging .....	\$ 75.00
Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings .....	\$ 50.00
Open Flames and Candles (Churches are Exempt) .....	\$ 50.00
Private Fire Hydrants.....	\$ 25.00
Pyrotechnic Special Effects Material .....	\$ 75.00
Spraying or Dipping Operations.....	\$ 50.00
Temporary Membrane Structures Tents and Canopies or Display Stands Used for Fireworks	
1 Day.....	\$ 20.00
7 Day.....	\$ 30.00
14 Day.....	\$ 45.00
30 Day.....	\$ 60.00
Automatic Fire Extinguishing/Hood System .....	\$ 50.00
Compressed Gas.....	\$ 40.00
Fire Alarm and Detection Systems and Related Equipment .....	\$ 50.00
Fire Pumps and Detection Systems and Related Equipment .....	\$ 50.00
Flammable and Combustible Liquids.....	\$ 50.00
Hazardous Materials.....	\$ 50.00
Industrial Ovens.....	\$ 50.00
Standpipe/Sprinkler Systems .....	\$ 50.00
Storage Tanks	
New Install.....	\$ 75.00
Removal or Repair Per Tank .....	\$ 50.00
Life Safety Violations or Major Fire Code Violations on Second Inspection, Per Day .	\$ 50.00

**False Alarms with a 12 month period (Jan. – Dec.)** (adopted by Town Board on 2/2/2016)

First false alarm .....	\$ 0.00
Second false alarm.....	\$ 50.00
Third and Fourth false alarms.....	\$100.00
Fifth and up to the ninth false alarm .....	\$250.00
Tenth and all subsequent false alarms .....	\$500.00

**Cemetery Services**

Cemetery Perpetual Care Fee .....	\$ 250.00 per grave site
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**Parks and Recreation**

Smoot Park Shelter Rental (Per Day)

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

Highland Park Shelter Rental (Per Day)

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

Pool Fees

Single Admission.....	\$ 5.00
Scholarship for Pool Committee (\$130/family of 4 or \$ 40.00 per person).....	\$ 130.00
Season Pass per person .....	\$ 50.00
Pool Parties (Non-Profit Groups).....	\$ 130.00
Private Pool Parties .....	\$ 130.00
4-H Pool (9:00-11:00 am).....	\$ 2.00

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

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

**Property Tax Rate**

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

**Privilege License Fees**

State repealed all municipal privilege license fees other than beer, wine and taxicab effective 7/01/2015.

**Water and Sewer Utilities**

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

Water Tap Fees Inside City Limits

¾ Inch Tap . . . . .	\$ 850.00
1 Inch Tap.....	\$ 1250.00
1 ½ Inch Tap.....	\$ 2,400.00
2 Inch Tap.....	\$ 2,750.00
Over 2 Inch Tap . . . . .	Cost plus labor plus 10%

Bore . . . . . \$250 if  
Town has equipment to complete  
Patch . . . . . \$ 250.00

Outside city limits 1.5 times the normal rate.

Sewer Tap Fees

Within Corporate Limits

4 Inch Tap .....	\$ 750.00
6 Inch Tap .....	\$
1000.00	
8 Inch Tap .....	\$
2,500.00	
Bore .....	\$ 350.00
Asphalt/Concrete Patching	\$250.00

Outside Corporate Limits

4 Inch Tap .....	\$1125.00
6 Inch Tap .....	\$1,500.00
8 Inch Tap	\$3750.00
Bore .....	\$ 525.00
Patch .....	\$ 375.00

Water Rates – In Town

Per 1000 Gallons

Base Charge.....	\$ 9.26
Charge per 1,000 Gallons. ....	\$ 4.06

Water Rates – Out of Town

Base Charge.....	\$13.88
Charge per 1,000 Gallons. ....	\$ 6.09

Sewer Rates In Town (based on water consumption)

Minimum Charge .....	\$ 4.68
Charge per 1,000 Gallons .....	\$ 3.96

Sewer Rates Out of Town (based on water consumption)

Minimum Charge.....	\$ 7.03
Charge per 1,000 Gallons .....	\$ 5.93

Wholesale Rates (based on water consumption)

Wholesale Water per 1,000 Gallons (FY 2020-2021) .....	\$ 2.19
Wholesale Water per 1,000 Gallons (FY 2021-2022) .....	\$ 2.28

Sewer surcharges (reference section 3.3 of the Town's SUO) . . . . .  
 . . . . .  
 30¢ per lb. of excess BOD, TSS & NH3  
 Sewer Impact Fee (Outside Commercial) . . . . . Max. Avg  
 Daily Gallons X \$ 6.00 Commercial Sewer Truck Dump Fee  
 . . . . . \$30  
 .00 per 1,000 gallons

**Utility Services**

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

**Miscellaneous**

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

ADOPTED this 4th day of June, 2019.

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Robert L. Johnson,  
 Mayor

ATTEST:

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Debra W. Pearson, Town Clerk

**Board of Commissioners**  
**Work Session Held At**  
**The Stone Family Center for the**  
**Performing Arts**  
**Thursday, June 25, 2020**  
**5:30 p.m.**

**Members present:** Mayor Robert Johnson, Mayor Pro-tem Andrew Palmer, Commissioner Angela Day, Commissioner Debbie Ferguson, Commissioner Bert Hall, Commissioner Michael Parsons.

**Absent:** None

**Staff present:** Town Manager Wilson Hooper, Clerk Debra Pearson, Town Attorney Daniel Johnson, NW Police Chief Joe Rankin.

**Also Present:** Planning Director Meredith Detsch, Tourism Director Crystal Keener, Finance Officer Connie Bauguess, and Public Service Director Dale Shumate.

- Call to Order- Mayor Robert Johnson
- Invocation- Mayor Robert Johnson
- Pledge of Allegiance- NW Police Chief Joe Rankin

**IV. Additions/Deletions to the Agenda-** Mayor Robert Johnson asked the Board if there were to be any additions or deletions to the June 25, 2020 Work Session agenda. There were none.

**V. Approval of the agenda-** Mayor Johnson called for a motion to approve the agenda at this time. **Motion to approve the June 25, 2020 Town of North Wilkesboro Commissioners' Work Session was made by Commissioner Day and seconded by Commissioner Ferguson. Motion unanimously carries.**

**VI. Consent/End of Year Accounting Items:**

- A. Wrap-up Budget Amendments and Project Account Closures *(Item A Budget Amendments #12-18.)*
- B. Elevated Water Tank and Water Treatment Plant Update Projects *(Item B Budget Amendments #19, 20, 21 and 22. Capital Project Ordinance #2 and #3.)*
- C. Writing off Insolvent Collections. *(Item C Resolution #2020-009.)*

Mayor Johnson asked for a motion to approve the consent items as presented. **Commissioner Parsons made a motion to approve the consent items as presented, Commissioner Ferguson seconded the motion. Motion unanimously carries.**

**VII. Work Items:**

**D. Downtown Public Art Project-** Tourism Director Crystal Kenner presented some ideas for artwork to be considered in the downtown area. Adrian Guerrero, a recent graduate of Wilkes Early College will create art on the steps at Hillside Park on Main Street. This art will depict a landscape scene with the sun, mountains and water. This project is funded by the Down Town North Wilkesboro Partnership and will be legally responsible for ensuring completion of the project. The Town would contribute in-kind support in the form of cleaning and prepping the steps. Plans are to begin in early July and conclude in August when Mr. Guerrero will start classes at Guilford College. Commissioners Ferguson and Day stated this would be a nice addition to the town and requests this item be placed on the July 7, 2020 Agenda. *(See attachment (D))*

**E. Rezoning Notice-** Planner Meredith Detsch presented a request for rezoning 1035 Mountain View Road from R-10 (Low Density Residential) to R-20 (Rural Residential) and to call for a Public Hearing to be held July 7, 2020 at the Board of Commissioners regular monthly meeting. This property is in the Town's ETJ. The applicants were approved by the Planning Director to remove a single wide mobile home which was non-conforming but grandfathered in and replace with a new manufactured home. The applicants bought a double wide manufactured home which is prohibited in the R-10 zone, so in order to be in compliance the applicants chose to rezone the property to R-20 which allows manufactured homes. The request was approved by the Planning Board during a Public Hearing June 11-12, 2020. Per NCGS 160-A-385, a Public Hearing is required at the Board of Commissioners meeting for final approval. Commissioners Day and Ferguson asked to move the request forward and place it on the July 7, 2020 agenda for a Public Hearing of the matter.

**F. Department Head Workplans-** Manager Hooper briefly went over a Performance Plan outline that has been given to all Department Heads. The purpose of this plan is to implement and formalize the Department Head's performance expectations and sets tangible goals for the professional staff to work towards. These work plans have been shared with the Commissioners for their review and comments. Once finalized and approved by the Board, these work plans will be published on the Town's website. Job performance will be partly evaluated by the progress towards accomplishing these initiatives. The Town Manager will bring his workplan for review at a later date. Commissioner Ferguson commented that planning ahead of time is a great idea. She questioned one performance plan that will explore building a new safety facility on existing town-owned property in a centralized location. She reminded the board of the property on Second Street Hill previously purchased and designated for construction of the safety facility and asked that board discussion of that property continue. Commissioner Day commented this item needs to be brought back to the board as a whole and more discussion is needed.

**G. Real Estate Policy Development-** Second Session- Manager Hooper presented a draft Real Estate Disposition Policy to the Board. This policy covers criteria for evaluating property deemed surplus, calling to dispose of properties quickly, and reviewing legal disposal methods. Town Manager will conduct an inventory of town properties for the purpose of determining whether any can be deemed unused/surplus. Prior to disposition, real estate must be deemed surplus by the Board of Commissioners. Real estate disposition is governed by statute therefore the Town Attorney will need to endorse any disposition strategy. Proceeds for the disposition of unused/surplus property will be deposited into a capital reserve fund. Proceeds from properties used by North Wilkesboro's water/sewer department will be placed in the Water/Sewer Capital Reserve Fund. Proceeds from properties used by all other departments will be placed in the General Fund Capital Reserve Fund. Commissioner Day asked that administration keep a file on anyone inquiring about town owned properties. There is such a file at this time. (*See attachment G*)

With no other items or concerns to be discussed, Mayor Johnson said it was good to see everyone together at the meeting, even if socially distanced, and said he hopes we can be together in a more normal setting soon. He asked everyone to take care and stay safe. Mayor Johnson called for a motion to adjourn. **Motion to adjourn was made by Commissioner Parsons and seconded by Commissioner Day. The Board of Commissioners meeting was adjourned at 6:50 p.m.**

\_\_\_\_\_  
Debra W. Pearson, CLERK

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

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

Attachment A.

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020 BUDGET  
AMENDMENT # 12

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend and close Fund 95 W Kerr Scott Reservoir Raw Water Project and Transfer unspent funds to the Water Fund Capital Reserve as follows:

	<u>Debit</u>	<u>Credit</u>
95-6910-6030 Transfer Out	\$25,565.43	
95-1010-0500 Equity in Central Depository		\$25,565.43
72-3980-9095 Transfer from Capital Project Fund 95		\$25,565.43
72-1010-0500 Equity in Central Depository	\$25,565.43	

Transfer unspent funds to close Fund 95.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT # 13

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend and close Fund 24, Community Waste Reduction and Recycling Project and Transfer unspent funds to the General Fund Capital Reserve as follows:

	<u>Debit</u>	<u>Credit</u>
24-6900-5000 Transfer Out	\$445.04	
24-1010-0100 Equity in Central Depository		\$445.04
70-3970-0024 Transfer from Capital Project Fund 24		\$445.04
70-1010-0100 Equity in Central Depository	\$445.04	

Transfer unspent funds to close Fund 24.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT # 14

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend and close Fund 21 Yadkin Valley Downtown Streetscape Improvements Project and Transfer unspent funds to the General Fund Capital Reserve as follows:

	<u>Debit</u>	<u>Credit</u>
21-4900-7000 Transfer Out	\$210.88	
21-1010-0100 Equity in Central Depository		\$210.88
70-3970-0021 Transfer from Capital Project Fund 21		\$210.88
70-1010-0100 Equity in Central Depository	\$210.88	

Transfer unspent funds to close Fund 21.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
 AMENDMENT TO BUDGET ORDINANCE  
 FISCAL YEAR ENDING 6/30/2020  
 BUDGET AMENDMENT #15

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend the General Fund budget as follows:

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMENDMENT</u>	<u>FINAL BUDGET</u>
<u>Revenues:</u>			
10-3850-0000	0	\$15,000	\$15,000
Donations of Property			
	<u>\$0</u>	<u>\$15,000</u>	<u>\$15,000</u>
<u>Expenses:</u>			
10-5100-7400	\$200,000	\$15,000	\$215,000
Capital Outlay – Equipment Police Dept.			
	<u>\$200,000</u>	<u>\$15,000</u>	<u>\$215,000</u>

To book the Donation of 2017 Ford Fusion to the Police Department.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
 Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
 Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT # 16

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend and close Fund 19 Downtown Streetscape 6<sup>th</sup> and Main Street Intersection Project and Transfer unspent funds to the General Fund Capital Reserve as follows:

	<u>Debit</u>	<u>Credit</u>
19-4900-7000 Transfer Out	\$13,570.50	
19-1010-0500 Equity in Central Depository		\$13,570.50
70-3970-0019 Transfer from Capital Project Fund 19		\$13,570.50
70-1010-0500 Equity in Central Depository	\$13,570.50	

Transfer unspent funds to close Fund 19.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT # 17

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend and close Fund 60 Memorial Park to Mulberry Fields Greenway Connector Project and Transfer unspent funds to the General Fund Capital Reserve as follows:

	<u>Debit</u>	<u>Credit</u>
60-6900-9998 Transfer Out	\$1,980.20	
60-1010-0500 Equity in Central Depository		\$1,980.20
70-3970-0060 Transfer from Capital Project Fund 60		\$1,980.20
70-1010-0500 Equity in Central Depository	\$1,980.20	

Transfer unspent funds to close Fund 60.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT # 18

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend and close Fund 27 Asset Inventory & Assessment Grant (Water) and Transfer unspent funds to the Water Fund Capital Reserve as follows:

	<u>Debit</u>	<u>Credit</u>
27-4001-6100 Transfer Out	\$1,500	
27-1010-0500 Equity in Central Depository		\$1,500
72-3980-9027 Transfer from Capital Project Fund 27		\$1,500
72-1010-0500 Equity in Central Depository	\$1,500	

Transfer unspent funds to close Fund 27.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

Attachment B.

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT #19

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend the Water Fund Capital Reserve budget as follows:

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMENDMENT</u>	<u>FINAL BUDGET</u>
72-3990-0000 Appropriated Fund Balance	\$105,100	\$30,000	\$135,100
72-5000-6020 Loan to Capital Project	\$105,100	\$30,000	\$135,100

Loan Fund 97, Yadkin River Intake Project, funds to cover the engineering expenses until NC Department of Environmental Quality loan funds are available.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET ORDINANCE  
FISCAL YEAR ENDING 6/30/2020  
BUDGET AMENDMENT #20

BE IT ORDAINED by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

SECTION 1. To amend the Water Fund Capital Reserve budget as follows:

<u>DEPARTMENT</u>	<u>BUDGET</u>	<u>AMENDMENT</u>	<u>FINAL BUDGET</u>
72-3990-0000 Appropriated Fund Balance	\$135,100	\$60,000	\$195,100
72-5000-6020 Loan to Capital Project	\$135,100	\$60,000	\$195,100

Loan Fund 17, Jeld-Wen Elevated Water Tank Project, funds to cover the engineering expenses until grant and loan funds are available.

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

Adopted this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Robert Johnson, MAYOR

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Town Clerk

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020  
 #21

**BE IT ORDAINED** by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

**SECTION 1.** To amend the General Fund as follows:

	2019-2020 Budget	2019-2020 Amended Budget	AMENDMENT
Governing Board 10-4100-0200	\$ 31,288.00	\$ 1,205.00	\$ 32,493.00
Governing Board 10-4100-0500	\$ 2,394.00	\$ 100.00	\$ 2,494.00
Governing Board 10-4100-1100	\$ -	\$ 15.00	\$ 15.00
Governing Board 10-4100-1600	\$ -	\$ 100.00	\$ 100.00
Governing Board 10-4100-4000	\$ 1,500.00	\$ 3,000.00	\$ 4,500.00
Governing Board 10-4100-5300	\$ 10,000.00	\$ 1,100.00	\$ 11,100.00
Governing Board 10-4100-1400	\$ 14,000.00	\$ (10,000.00)	\$ 4,000.00
Governing Board 10-4100-5400	\$ 15,000.00	\$ (5,000.00)	\$ 10,000.00
Administration 10-4200 -0200	\$ 143,249.00	\$ 5,700.00	\$ 148,949.00
Administration 10-4200 -0400	\$ -	\$ 300.00	\$ 300.00
Administration 10-4200-0500	\$ 10,959.00	\$ 600.00	\$ 11,559.00
Administration 10-4200-0600	\$ 21,366.00	\$ 1,500.00	\$ 22,866.00
Administration 10-4200-0900	\$ -	\$ 6.00	\$ 6.00
Administration 10-4200-1100	\$ 850.00	\$ 300.00	\$ 1,150.00
Administration 10-4200-1400	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
Administration 10-4200-5300	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Administration 10-4200-5700	\$ 1,000.00	\$ 3,000.00	\$ 4,000.00
Finance - 10-4400-0200	\$ 141,232.00	\$ 2,700.00	\$ 143,932.00
Finance 10-4400-0700	\$ 12,796.00	\$ 500.00	\$ 13,296.00
Finance 10-4400-0800	\$ 7,965.00	\$ 500.00	\$ 8,465.00
Finance 10-4400-0900	\$ -	\$ 10.00	\$ 10.00

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020

DEPARTMENT	2019-2020		2019-2020	
	Budget	Amended Budget	Budget	Amended Budget
Finance 10-4400-1600	\$ 6,000.00	\$ 1,000.00	\$ 7,000.00	
Finance 10-4400-4540	-	600.00	600.00	
Finance 10-4400-0600	\$ 32,434.00	(5,000.00)	\$ 27,434.00	
Legal 10-4700-2600	\$ 2,000.00	6,000.00	\$ 8,000.00	
Legal 10-4700-4500	\$ 10,000.00	(6,000.00)	\$ 4,000.00	
Planning - 10-4800-0200	\$ 121,000.00	2,241.00	\$ 123,241.00	
Planning 10-4800-0400	-	100.00	\$ 100.00	
Planning 10-4800-0500	\$ 9,078.00	100.00	\$ 9,178.00	
Planning 10-4800-0700	\$ 10,207.00	1,200.00	\$ 11,407.00	
Planning 10-4800-0800	\$ 6,354.00	1,000.00	\$ 7,354.00	
Planning 10-4800-0900	-	10.00	\$ 10.00	
Planning 10-4800-1600	\$ 1,000.00	500.00	\$ 1,500.00	
Planning 10-4800-5700	\$ 100.00	100.00	\$ 200.00	
Tourism 10-4950-0200	\$ 41,753.00	800.00	\$ 42,553.00	
Tourism 10-4950-0700	\$ 3,783.00	200.00	\$ 3,983.00	
Tourism 10-4950-0800	\$ 2,355.00	100.00	\$ 2,455.00	
Tourism 10-4950-0900	-	10.00	\$ 10.00	
Tourism 10-4950-1600	-	50.00	\$ 50.00	
Tourism 10-4950-2600	\$ 28,000.00	5,000.00	\$ 33,000.00	
Tourism 10-4950-3100	-	200.00	\$ 200.00	
Tourism 10-4950-5400	-	100.00	\$ 100.00	
Public Buildings 10-5000-3300	\$ 6,000.00	10,000.00	\$ 16,000.00	
Public Buildings 10-5000-3400	-	500.00	\$ 500.00	
Public Buildings 10-5000-4500	\$ 26,000.00	15,000.00	\$ 41,000.00	
Public Buildings 10-5000-5400	\$ 55,000.00	(15,000.00)	\$ 40,000.00	
Public Buildings 10-5000-5700	\$ 22,500.00	(15,000.00)	\$ 7,500.00	
Police 10-5100-0200	\$ 1,138,032.00	5,000.00	\$ 1,143,032.00	
Police 10-5100-0600	\$ 278,965.00	(60,000.00)	\$ 218,965.00	
Police 10-5100-0700	\$ 110,180.00	4,000.00	\$ 114,180.00	
Police 10-5100-0800	\$ 57,111.00	2,000.00	\$ 59,111.00	
Police 10-5100-0900	-	100.00	\$ 100.00	

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020

	2019-2020 Budget	2019-2020 Amended Budget
<b>DEPARTMENT</b>		
Police 10-5100-3300	\$ 18,500.00	\$ 25,000.00
Police 10-5100-3305	-	300.00
Police 10-5100-3314	-	1,000.00
Police 10-5100-3400	\$ 1,000.00	\$ 3,000.00
Police 10-5100-4000	\$ 1,800.00	\$ 2,000.00
Police 10-5100-5300	\$ 800.00	\$ 1,000.00
Police 10-5100-7400	\$ 200,000.00	\$ 220,000.00
Police 10-5100-7410	-	(33,424.00)
Police 10-5100-07415	-	(4,312.00)
<b>AMENDMENT</b>		
Police Separation Allowance 10-5110-0200	\$ 66,331.00	\$ 1,200.00
Police Separation Allowance 10-5110-0500	\$ 5,074.00	\$ 500.00
Garage 10-5200-0200	\$ 52,982.00	\$ 1,000.00
Garage 10-5200-0400	-	100.00
Garage 10-5200-0700	\$ 4,891.00	\$ 100.00
Garage 10-5200-0800	\$ 2,162.00	\$ 100.00
Garage 10-5200-0900	-	10.00
Garage 10-5200-1700	\$ 1,000.00	\$ 100.00
Garage 10-5200-3400	\$ 200.00	\$ 500.00
Garage 10-5200-0600	\$ 11,192.00	\$ (2,000.00)
Fire Dept 10-5300-0200	\$ 157,435.00	\$ 15,000.00
Fire Dept 10-5300-0300	\$ 75,000.00	\$ 5,000.00
Fire Dept 10-5300-0500	\$ 21,155.00	\$ 2,000.00
Fire Dept 10-5300-0600	\$ 31,987.00	\$ (5,000.00)
Fire Dept 10-5300-0700	\$ 14,660.00	\$ 2,000.00
Fire Dept 10-5300-0750	\$ 1,440.00	\$ 2,000.00
Fire Dept 10-5300-0800	\$ 9,300.00	\$ 1,000.00
Fire Dept 10-5300-0900	-	10.00
Fire Dept 10-5300-1100	\$ 7,500.00	\$ 2,000.00
	\$ 67,531.00	\$ 67,531.00
	\$ 5,574.00	\$ 5,574.00
	\$ 53,982.00	\$ 53,982.00
	\$ 100.00	\$ 100.00
	\$ 4,991.00	\$ 4,991.00
	\$ 2,262.00	\$ 2,262.00
	\$ 10.00	\$ 10.00
	\$ 1,100.00	\$ 1,100.00
	\$ 700.00	\$ 700.00
	\$ 9,192.00	\$ 9,192.00
	\$ 172,435.00	\$ 172,435.00
	\$ 80,000.00	\$ 80,000.00
	\$ 23,155.00	\$ 23,155.00
	\$ 26,987.00	\$ 26,987.00
	\$ 16,660.00	\$ 16,660.00
	\$ 3,440.00	\$ 3,440.00
	\$ 10,300.00	\$ 10,300.00
	\$ 10.00	\$ 10.00
	\$ 9,500.00	\$ 9,500.00

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020

	2019-2020 Budget	AMENDMENT	2019-2020 Amended Budget
<b>DEPARTMENT</b>			
Fire Dept 10-5300-5300	\$ 9,000.00	\$ 10,000.00	\$ 19,000.00
Fire Dept 10-5300-3700	-	500.00	500.00
Fire Dept 10-5300-4000	-	1,000.00	1,000.00
Public Services Gen Fund 10-5450-0200	46,827.00	2,000.00	48,827.00
Public Services Gen Fund 10-5450-0500	3,583.00	300.00	3,883.00
Public Services Gen Fund 10-5450-0700	4,243.00	200.00	4,443.00
Public Services Gen Fund 10-5450-0800	2,641.00	200.00	2,841.00
Public Services Gen Fund 10-5450-0900	-	10.00	10.00
Streets 10-5600-0200	89,713.00	2,000.00	91,713.00
Streets 10-5600-0210	20,000.00	1,000.00	21,000.00
Streets 10-5600-0700	9,621.00	1,000.00	10,621.00
Streets 10-5600-0900	-	10.00	10.00
Streets 10-5600-1300	160,000.00	(30,000.00)	130,000.00
Street 10-5600-1400	500.00	500.00	1,000.00
Street 10-5600-1500	2,200.00	2,000.00	4,200.00
Street 10-5600-1700	3,200.00	15,000.00	18,200.00
Street 10-5600-1800	25,000.00	(15,000.00)	10,000.00
Street 10-5600-1850	20,000.00	20,000.00	40,000.00
Street 10-5600-2000	-	5,000.00	5,000.00
Street 10-5600-5400	12,000.00	(4,000.00)	8,000.00
Street 10-5600-7400	-	6,500.00	6,500.00
Powell Bill 10-5700-0200	63,135.00	2,000.00	65,135.00
Powell Bill 10-5700-0700	5,720.00	500.00	6,220.00
Powell Bill 10-5700-0800	3,561.00	300.00	3,861.00
Powell Bill 10-5700-0900	-	10.00	10.00
Powell Bill 10-5700-1800	14,000.00	(6,000.00)	8,000.00
Powell Bill 10-5700-1900	5,000.00	(4,000.00)	1,000.00
Powell Bill 10-5700-2000	-	6,000.00	6,000.00
Powell Bill 10-5700-0600	21,366.00	(5,000.00)	16,366.00

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020

DEPARTMENT	2019-2020		2019-2020	
	Budget	Amended Budget	Budget	Amended Budget
			<b>AMENDMENT</b>	
Sanitation 10-5800-0200	\$ 218,561.00	\$ 222,561.00	\$ 4,000.00	\$ 222,561.00
Sanitation 10-5800-0400	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
Sanitation 10-5800-0600	\$ 75,737.00	\$ 65,737.00	\$ (10,000.00)	\$ 65,737.00
Sanitation 10-5800-0700	\$ 20,563.00	\$ 21,063.00	\$ 500.00	\$ 21,063.00
Sanitation 10-5800-0900	\$ -	\$ 20.00	\$ 20.00	\$ 20.00
Sanitation 10-5800-1100	\$ 4,000.00	\$ 4,500.00	\$ 500.00	\$ 4,500.00
Sanitation 10-5800-1700	\$ 35,000.00	\$ 47,000.00	\$ 12,000.00	\$ 47,000.00
Sanitation 10-5800-3100	\$ 35,000.00	\$ 29,000.00	\$ (6,000.00)	\$ 29,000.00
Sanitation 10-5800-3300	\$ 7,000.00	\$ 11,000.00	\$ 4,000.00	\$ 11,000.00
Sanitation 10-5800-3400	\$ 1,300.00	\$ 1,500.00	\$ 200.00	\$ 1,500.00
Sanitation 10-5800-3700	\$ -	\$ 2,100.00	\$ 2,100.00	\$ 2,100.00
Sanitation 10-5800-4500	\$ 157,000.00	\$ 167,000.00	\$ 10,000.00	\$ 167,000.00
Sanitation 10-5800-4510	\$ 12,000.00	\$ 22,000.00	\$ 10,000.00	\$ 22,000.00
Sanitation 10-5800-5400	\$ 21,000.00	\$ 14,000.00	\$ (7,000.00)	\$ 14,000.00
Sanitation 10-5800-5700	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
Sanitation - 10-5800-7410		\$ (38,398.00)	\$ (38,398.00)	\$ (38,398.00)
Sanitation - 10-5800-7415		\$ (6,724.00)	\$ (6,724.00)	\$ (6,724.00)
Recreation 10-6200-0200	\$ 115,225.00	\$ 117,225.00	\$ 2,000.00	\$ 117,225.00
Recreation 10-6200-0300	\$ 30,000.00	\$ 20,000.00	\$ (10,000.00)	\$ 20,000.00
Recreation 10-6200-0600	\$ 21,813.00	\$ 16,813.00	\$ (5,000.00)	\$ 16,813.00
Recreation 10-6200-0700	\$ 9,200.00	\$ 9,900.00	\$ 700.00	\$ 9,900.00
Recreation 10-6200-0800	\$ 5,727.00	\$ 6,027.00	\$ 300.00	\$ 6,027.00
Recreation 10-6200-0900	\$ -	\$ 10.00	\$ 10.00	\$ 10.00
Recreation 10-6200-1100	\$ 8,000.00	\$ 10,500.00	\$ 2,500.00	\$ 10,500.00
Recreation 10-6200-1500	\$ 10,000.00	\$ 30,000.00	\$ 20,000.00	\$ 30,000.00
Recreation 10-6200-7300	\$ 40,000.00	\$ 60,000.00	\$ 20,000.00	\$ 60,000.00
Recreation 10-6200-1510	\$ 15,000.00	\$ 7,000.00	\$ (8,000.00)	\$ 7,000.00
Recreation 10-6200-3310	\$ 18,000.00	\$ 13,711.00	\$ (4,289.00)	\$ 13,711.00
Cemetaries 10-6400-0400	\$ 500.00	\$ 600.00	\$ 100.00	\$ 600.00
Cemetaries 10-6400-0500	\$ 5,397.00	\$ 5,997.00	\$ 600.00	\$ 5,997.00

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020

	2019-2020 Budget	AMENDMENT	2019-2020 Amended Budget
<b>DEPARTMENT</b>			
Cemetaries 10-6400-0900	\$ -	20.00	\$ 20.00
Cemetaries 10-6400-2600	\$ -	500.00	\$ 500.00
Cemetaries 10-6400-3400	\$ 500.00	100.00	\$ 600.00
Cemetaries 10-6400-5700	\$ 300.00	100.00	\$ 400.00
Cemetaries 10-6400-5400	\$ 5,500.00	(1,000.00)	\$ 4,500.00
Special Appropriations 10-6800-0650	\$ 30,000.00	10,000.00	\$ 40,000.00
Special Appropriations 10-6800-0600	\$ 76,598.00	(20,000.00)	\$ 56,598.00
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Town of North Wilkesboro  
Amendments to Budget Ordinance  
Fiscal Year Ending 6-30-2020

2019-2020  
Amended  
Budget

2019-2020  
Budget

**DEPARTMENT**

**AMENDMENT**

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

Adopted this \_\_\_\_\_ day of June, 2020

\_\_\_\_\_  
Robert Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Clerk

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020  
 #22

**BE IT ORDAINED** by the Governing Board for the Town of North Wilkesboro, North Carolina, that the following amendments be made to the annual budget ordinance for the fiscal year ending June 30, 2020:

**SECTION 1.** To amend the Water Fund as follows:

	2019-2020 Budget	AMENDMENT	2019-2020 Amended Budget
<b>DEPARTMENT</b>			
Speical Appropriations 30-6800-5400	\$ 30,000.00	(10,000.00)	\$ 20,000.00
Utility Billing 30-7200-0200	\$ 33,993.00	\$ 1,000.00	\$ 34,993.00
Utility Billing 30-7200-0500	\$ 2,600.00	\$ 100.00	\$ 2,700.00
Utility Billing 30-7200-0700	\$ 3,080.00	\$ 200.00	\$ 3,280.00
Utility Billing 30-7200-0800	\$ 1,917.00	\$ 100.00	\$ 2,017.00
Utility Billing 30-7200-0900	\$ -	\$ 10.00	\$ 10.00
Utility Billing 30-7200-1100	\$ 9,000.00	\$ 1,000.00	\$ 10,000.00
Utility Billing 30-7200-4250	\$ -	\$ 100.00	\$ 100.00
Public Services Water Fund 30-7500-0200	\$ 46,827.00	\$ 2,000.00	\$ 48,827.00
Public Services Water Fund 30-7500-0500	\$ 3,583.00	\$ 300.00	\$ 3,883.00
Public Services Water Fund 30-7500-0700	\$ 4,243.00	\$ 200.00	\$ 4,443.00
Public Services Water Fund 30-7500-0800	\$ 2,641.00	\$ 200.00	\$ 2,841.00
Public Services Water Fund 30-7500-0900	\$ -	\$ 10.00	\$ 10.00
Water Treatment 30-8100-0200	\$ 185,617.00	\$ 13,000.00	\$ 198,617.00
Water Treatment 30-8100-0500	\$ 14,544.00	\$ 1,200.00	\$ 15,744.00
Water Treatment 30-8100-0700	\$ 16,500.00	\$ 1,500.00	\$ 18,000.00
Water Treatment 30-8100-0800	\$ 10,271.00	\$ 1,000.00	\$ 11,271.00
Water Treatment 30-8100-0900	\$ -	\$ 20.00	\$ 20.00
Water Treatment 30-8100-3600	\$ 2,500.00	\$ 2,000.00	\$ 4,500.00
Water Treatment 30-8100-4500	\$ 98,500.00	\$ 10,000.00	\$ 108,500.00
Water Treatment 30-8100-5300	\$ 4,700.00	\$ 1,000.00	\$ 5,700.00
Water Treatment 30-8100-5700	\$ 300.00	\$ 100.00	\$ 400.00

Town of North Wilkesboro  
 Amendments to Budget Ordinance  
 Fiscal Year Ending 6-30-2020  
 #22

DEPARTMENT	2019-2020	2019-2020	
	Budget	Amended	Budget
		AMENDMENT	
Water Treatment 30-8100-7300	\$ 55,000.00	\$ (50,000.00)	\$ 5,000.00
Water Maintenance 30-8110-0200	\$ 157,564.00	\$ (7,000.00)	\$ 150,564.00
Water Maintenance 30-8110-0400	\$ 300.00	\$ 300.00	\$ 600.00
Water Maintenance 30-8110-0900	\$ -	\$ 20.00	\$ 20.00
Water Maintenance 30-8110-1400	\$ 1,500.00	\$ 1,000.00	\$ 2,500.00
Water Maintenance 30-8110-3300	\$ 30,000.00	\$ 5,500.00	\$ 35,500.00
Water Maintenance 30-8110-5700	\$ 300.00	\$ 500.00	\$ 800.00
Water Maintenance 30-8110-7300	\$ 100,000.00	\$ (20,000.00)	\$ 80,000.00
Waste Water Treatment 30-8150-0200	\$ 183,511.00	\$ 5,000.00	\$ 188,511.00
Waste Water Treatment 30-8150-0500	\$ 14,300.00	\$ 500.00	\$ 14,800.00
Waste Water Treatment 30-8150-0700	\$ 16,868.00	\$ 1,000.00	\$ 17,868.00
Waste Water Treatment 30-8150-0800	\$ 10,527.00	\$ 500.00	\$ 11,027.00
Waste Water Treatment 30-8150-0900	\$ -	\$ 20.00	\$ 20.00
Waste Water Treatment 30-8150-1100	\$ 5,800.00	\$ 1,000.00	\$ 6,800.00
Waste Water Treatment 30-8150-7300	\$ -	\$ 50,000.00	\$ 50,000.00
Waste Water Treatment 30-8150-1600	\$ 55,000.00	\$ (13,180.00)	\$ 41,820.00
Waste Water Maint 30-8160-1100	\$ -	\$ 200.00	\$ 200.00
Waste Water Maint 30-8160-1300	\$ 37,000.00	\$ 1,200.00	\$ 38,200.00
Waste Water Maint 30-8160-1700	\$ -	\$ 1,000.00	\$ 1,000.00
Waste Water Maint 30-8160-4000	\$ -	\$ 1,000.00	\$ 1,000.00
Waste Water Maint 30-8160-4500	\$ 30,000.00	\$ (4,100.00)	\$ 25,900.00
Waste Water Maint 30-8160-5300	\$ 1,300.00	\$ 500.00	\$ 1,800.00
Waste Water Maint 30-8160-1105	\$ -	\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -

Town of North Wilkesboro  
Amendments to Budget Ordinance  
Fiscal Year Ending 6-30-2020  
#22

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

Adopted this \_\_\_\_\_ day of June, 2020

\_\_\_\_\_  
Robert Johnson, Mayor

ATTEST:

\_\_\_\_\_  
Debra W. Pearson, Clerk

**TOWN OF NORTH  
WILKESBORO CAPITAL  
PROJECT ORDINANCE  
JELDWEN ELEVATED WATER TANK PROJECT  
AMENDMENT #2**

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

SECTION 1. The project to be **AMENDED** is the **JELDWEN ELEVATED WATER TANK PROJECT**.

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

SECTION 3. The following revenues are to be amended as follows:

N C Department of Environmental	Budget	Amendment	Final Budget
Quality (Loan)	\$1,300,000	-0-	\$1,300,000
Golden Leaf Grant	\$ 420,000	-0-	\$ 420,000
CDBG Grant	\$ 580,000	-0-	\$ 580,000
Loan from Water Fund	\$75,000	\$60,000	\$ 135,000
Capital Reserve			
Total	<u>\$2,375,000</u>	<u>\$60,000</u>	<u>\$2,435,000</u>

SECTION 4. The following expenses are to be amended as follows:

Professional Services	\$ 304,500	-0-	\$ 304,500
Construction	\$1,995,500	-0-	\$1,995,500
Reimburse Water Fund	\$ 75,000	\$60,000	\$ 135,000
Capital Reserve			
Total	<u>\$2,375,000</u>	<u>\$60,000</u>	<u>\$2,435,000</u>

SECTION 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide the accounting required by any agreement associated with this project.

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST: \_\_\_\_\_

Debra W. Pearson, TOWN CLERK

Robert L. Johnson, MAYOR

**Town of North Wilkesboro**  
**Resolution 2020-010**  
**Grant Permission to Downtown North Wilkesboro Partnership to use Town-Owned**  
**Property for Public Art**

**WHEREAS**, the Board of Commissioners of the Town of North Wilkesboro supports the creation of public art to beautify the town and induce commerce and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Town of North Wilkesboro hereby authorizes the Downtown North Wilkesboro Partnership, a 501c(3) organization, to utilize the stairs adjacent to Kensington St. at town-owned Hillside Park for a public art piece as described to them at their June 25, 2020 and July 7, 2020 public meetings, and does hereby approve the concept as presented.

This resolution has been approved by the Board of Commissioners of the Town of North Wilkesboro, on the \_\_\_\_\_ day of July, 20\_\_\_\_.

I, as Mayor for the Town of North Wilkesboro, authorized by the Board of Commissioners, hereby certify and attest that all the information above is true and correct.

ATTEST:

\_\_\_\_\_

Debra W. Pearson, Town Clerk

\_\_\_\_\_

Robert L. Johnson, Mayor





**TOWN OF NORTH WILKESBORO  
BOARD OF COMMISSIONERS STAFF REPORT  
June 25<sup>th</sup> 2020**

**DATE OF HEARING:** July 7<sup>th</sup>, 2020

**APPLICANT:** Lucrecia Ramirez & Ana Elizabeth Ramirez

**PROPERTY LOCATION:** 1035 Mountain View Road

**PIN(s):** 3960-80-4598

**Parcel ID #:** 1200648

**ACREAGE:** 1.14 Acres.

**REQUESTED ACTION:** Re-zone the 1.14 acre property from (R-10) Low Density to Rural Residential (R-20).

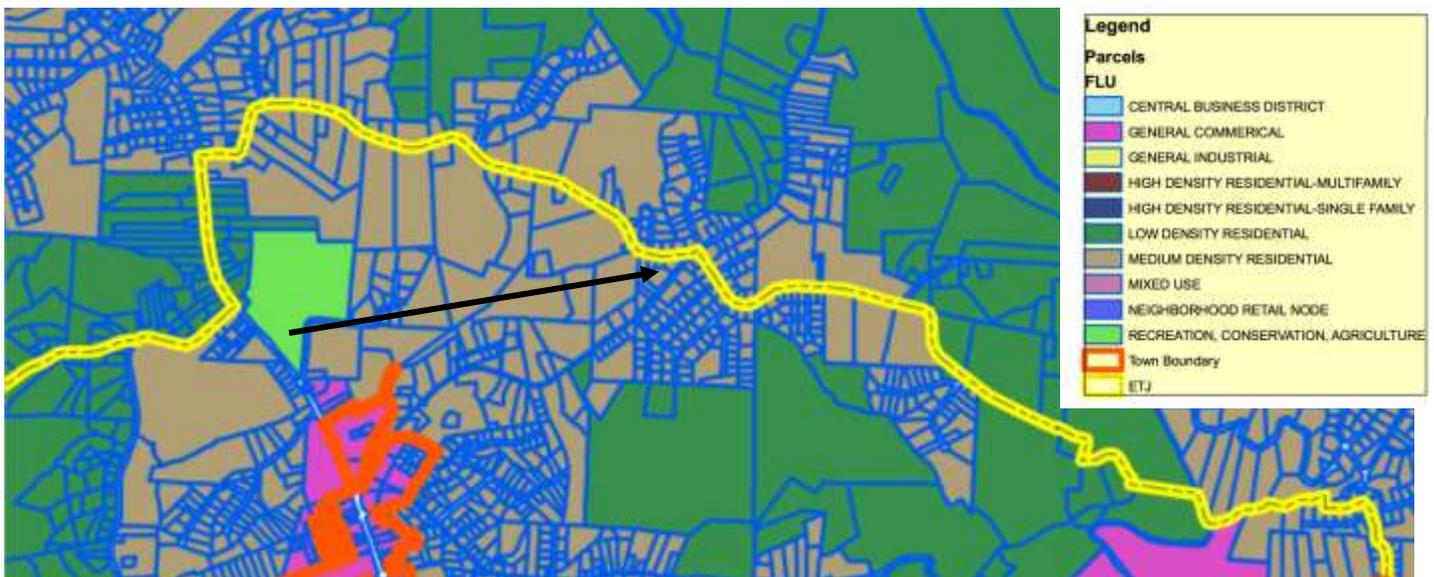
**DEVELOPMENT POTENTIAL:** The property had a single wide manufactured home on the property and the owner was permitted to remove the existing manufactured home and replace it with a single wide manufactured home. Our Zoning Ordinance allows the replacement of manufactured homes if they are the same size and meet HUD standards. Since the home was doubled in size it no longer can be considered a non-conforming structure. Essentially the grandfathering of the structure and use on the property was lost and now must come into compliance with the current Zoning requirements for manufactured homes. Currently R-20, Rural Residential is the only residential zoning district that would allow the installation of manufactured homes and does not regulate which size but does have installation conditions. Those conditions include: **Article 11 Additional Conditions, 11.7-5 Manufactured home, Class A or Class B.** (A) All homes shall be oriented to insure that the longer side is parallel, or as close as possible to the centerline of the public roadway, unless otherwise approved by the Zoning Administrator. (B) All homes shall have their entire perimeter enclosed from the ground to the bottom of the structure with material manufactured for this purpose in accordance with standards set by the State of North Carolina regulations for manufactured/mobile homes. Examples of commonly recognized building materials suitable for use as underpinning shall include, but not be limited to, the following list: brick masonry, concrete block masonry; natural or synthetic stone masonry; or vinyl. Assemblies, products and materials manufactured expressly for the purpose of underpinning shall be installed in accordance with the manufacturers' specifications (C) The towing tongue shall be removed, under skirted or screened with shrubbery. Such shrubbery shall be of a height to insure a total visual barrier of the towing apparatus and maintained.

**SURROUNDING LAND USE AND ZONING:** Surrounding land uses are primarily residential in the Town’s Extraterritorial Jurisdiction (ETJ). There is a mixture of R-20, Rural Residential and R-10, Low Density zoned properties with Sherwood Forest subdivision established in the vicinity. The property immediately behind this property is zoned R-20, Rural Residential within our ETJ therefore this rezoning would not be considered spot zoning.

**ACCESS:** Access is provided off Mountain View Road. There is currently a driveway off Mountain View Road.

**SEWER AND WATER:** Town sewer is not available as this property is within the ETJ. Mulberry Fairplains Water Association services the area for water. The property has septic capabilities.

**REVIEW CRITERIA:** In reviewing and making recommendations on proposed zoning map amendments, the Planning Board considered the Land Use Plan, Zoning Ordinance and Zoning Map. In regards to the consistency of the proposed zoning with the *Town of North Wilkesboro Comprehensive Plan*: the future land use plan sees this property as medium density residential. Existing land uses within the general vicinity of the subject property are residential: low and medium density. All of the surrounding properties are within our ETJ. The Planning Board held a public hearing on June 11<sup>th</sup> through 12<sup>th</sup> via Zoom and did not have any public comments. The Planning Board approved the rezoning on June 12<sup>th</sup> finding that the proposed rezoning is consistent with the North Wilkesboro 25 Year Comprehensive Plan and all other applicable plans, because it results in the potential development of a residentially zoned site to continue as residence but change to be more rural in nature. The Planning Commission considers an affirmative vote to be reasonable and in the public’s interest.



The Future Land Use Map excerpt from North Wilkesboro’s Comprehensive Plan below.

**PLANNING BOARD RECOMMENDATION:** *The Planning Board recommends the property be zoned Rural Residential (R-20), see below.*

# 1035 Mountain View Road Rezoning Request R-10 to R-20



### Legend

Parcels 2020

NW Zoning  
ZoningCode

	CBD
	GB
	GI
	HB
	LI
	MF-CD
	NB
	OI
	PD-CD
	R10
	R20
	R6



Feet  
0 65 130 260



## Planning Board Recommendation

**Applicant:** Lucrecia Ramirez & Ana Elizabeth Ramirez

**Location:** 1035 Mountain View Road

**PIN(s):** 3960-80-4598

**Parcel ID #:** 1200648

**ACREAGE:** 1.14 Acres

**District:** R-10, Low Density Residential

**Meeting Date:** June 11<sup>th</sup>-12<sup>th</sup>

**Request:** Re-zone to R-20, Rural Residential

**Plans:** Allow the property to be used for residential purposes; conforming land use

**WHEREAS,** Applicant has submitted a request to zone the above referenced property to R-20, Rural Residential, pursuant to the provisions of N.C.G.S 160A-385; and,

**WHEREAS,** the Planning Board convened to consider and prepare a recommendation on the application on June 11<sup>th</sup>- 12<sup>th</sup>, at which time applicants were given the opportunity to present arguments, and Town Staff was given the opportunity to comment on the application; and,

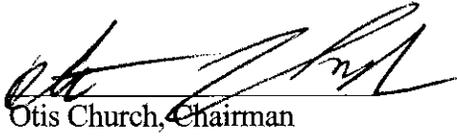
**WHEREAS,** the applicants appeared and addressed the Planning Board as more fully set forth on the record from the following individuals:

**WHEREAS,** the Board has made the following findings and conclusions:

1. The overall size of the tract of land proposed for zoning **is** reasonable when compared to the size of the zoning district in which the subject property is located.
2. The proposed zoning **is** consistent with any comprehensive plan, small area plan or elements thereof.
3. The impact to the adjacent property owners and the surrounding community **is** reasonable, and the benefits of the zoning outweigh any potential inconvenience or harm to the community.
4. The allowed uses within the proposed zoning district **are** similar or comparable to uses permitted as currently zoned.

**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 request for rezoning be **APPROVED** based upon the following vote:

**FOR: 5      AGAINST: 0**

A handwritten signature in black ink, appearing to read "Otis Church", is written over a horizontal line.

Otis Church, Chairman  
Town of North Wilkesboro Planning Board

*Attachment G.*

TOWN OF NORTH WILKESBORO REAL ESTATE DISPOSITION POLICY

**PURPOSE:**

To provide Board of Commissioners-approved policy instruction on the management of unused or surplus town real estate.

**POLICY:**

It is the Town's policy to manage its real estate assets so that municipal needs which rely on these assets are met. This policy provides guidance on the method for determining whether properties are needed, and on disposition of unused or surplus real property in a manner that complies with state statutes, and which maximizes value to town residents and taxpayers. All final decisions on the disposition of town- owned real estate is reserved for the Board of Commissioners. (Policy guidance on the purchase of property shall be covered in a separate policy)

**1. DEEMING UNUSED/SURPLUS**

Prior to disposition, real estate must be deemed surplus by the Board of Commissioners. The Town Manager will assess each property using the questions listed below and make a recommendation to the Board on each property's potential to be put to productive use by the town within a reasonable timeframe, weighed against the property's value on the open-market and potential for productive use by an outside party.

- a. Is the property currently in use by the town?
- b. Is the property needed for immediate town use?
- c. Is the property needed for a project forecasted on the approved 10-year CIP?
- d. Are there special considerations (cultural value, etc.)?
- e. Is the property physically developable? (i.e., is it of sufficient acreage/square footage to feasibly construct?)
- f. Is the property of a type likely to be more useful to an outside party? (i.e., is the property specialized, like a water treatment plant?)
- g. Is the property free from liens, notes, citations, or other encumbrances that might complicate a sale or exchange?

**2. WHEN TO ASSESS**

Upon approval of this policy, and at reasonable intervals thereafter, the Town Manager will conduct an inventory of town properties for the purpose of determining whether any can be deemed unused/surplus. Properties so deemed will then be disposed of according to the provisions of this policy.

Addendum B is a current list of Town-owned properties as of summer 2020. Other events which may trigger review and disposition under this policy include:

- A credible outside offer to purchase or exchange real property.
- A request from a non-profit entity to buy/lease/exchange property.
- A previously occupied town-owned facility becomes vacant.

- A majority vote of the Board of Commissioners to consider disposal.

### 3. DETERMINATION OF VALUE

Unused/surplus real estate likely to be of notable value shall be appraised by a professional, licensed real-estate appraiser to determine its value.

Unused/surplus real estate thought to be of nominal worth shall be valued at its most recently determined tax value.

### 4. DISPOSITION

Please refer to Addendum A for a summary of statutorily approved disposal methods. All disposal actions should be pre-reviewed by the Town Attorney.

The Town's priority is to expeditiously return unused/surplus property to private ownership.

At the completion of each property inventory as described in section 2 of this policy, the Town Manager shall make recommendations to the Board of Commissioners as to which disposal method should be used for each property.

Other properties may be sold or otherwise conveyed at the discretion of the Board of Commissioners, utilizing a method of their choosing.

### 5. SALE PROCEEDS

Proceeds from the disposition of unused/surplus property will be deposited into a capital reserve fund. Proceeds from properties used by North Wilkesboro's water/sewer department will be placed in the Water/Sewer Capital Reserve Fund. Proceeds from properties used by all other departments will be placed in the General Fund Capital Reserve Fund.

Sale proceeds shall not be used to fund operational expenses, except for real estate agent fees and other expenses directly related to disposal of property.

### 6. OTHER PROVISIONS

In order to ensure its policy preferences are realized, where statutorily permitted the Town may include conditions as part of the sale/exchange of property. In some cases, such as the conveyance of real property to a non-profit performing a public purpose, conditions limiting the use of that property to the public purpose are required by state statute.

Property leased is done so as-is. For new leases the Town will not renovate, up-fit, furnish, rezone or otherwise improve property beyond ensuring that existing systems are in working order and that the building is safe to occupy according to its zoning and other relevant codes. In consultation with and upon agreement with the Town, lessees may make physical improvements to the property at their expense. Maintenance responsibility for those improvements falls to the lessee. The town will be considered the owner of those improvements and they will convey back to the town upon termination of the lease.

## ADDENDUM A

The following disposition methods are allowable by statute:

*Private negotiation and sale* – There are some narrow conditions under which this approach can be used:

- For property that is significant for architectural, archeological, artistic, cultural or historical associations, the property must be conveyed to a nonprofit corporation or trust whose purposes include the preservation of real property of architectural, archaeological, artistic, or historical associations. The conveyance must include a preservation or conservation agreement binding on the grantee and any subsequent owners of the property (Refer to GS 160A-266(b)); or
- If the property is being conveyed to a volunteer fire department or rescue squad (Refer to GS 160A-277), public entity, or non-profit entity carrying out a public purpose (Refer to GS 160A-279); or
- If the property was acquired for economic development purposes using the procedures described in NCGS 158-7.1

In all cases, certain procedural provisions must be followed. For bullets one and two, conditions must be included in the conveyance that the property must be utilized for the expressed public purpose.

Bullet three is the economic development statute. It governs situations where a municipality may want to grant property with “considerations” (e.g. discounts, or improvements of quantifiable value) to a private party for economic development purposes. These are permitted as long as a “net public benefit” is achieved. In other words, the value of the considerations does not outweigh the value of the jobs and investment the private entity will bring. The statute outlines a formula for calculating the net public benefit.

In general, disposing of property using these conditions should be reserved for special cases.

*Advertisement for sealed bids* – The statute dealing with sealed bids, 160A-268, is somewhat vague in that it refers to advertisements for sealed bids “in the manner prescribed by law for the purchase of property”. The purchase statute is GS 143-129, so the procedure for selling property by sealed bid is taken from that statute. There should first be a resolution from the Board that identifies the property, authorizes the sale, sets out any terms and conditions of the sale, specify the date, time and place of bid opening, describe deposit requirements, and set out the date by which the highest bid will either be accepted or rejected. NCGS 143-129 requires a bid deposit of 5%, but the Board has authority to require a larger deposit. Once the sale is authorized, an advertisement for the sale must be published at least thirty days before the day that bids will be opened. The Board must sell the property to the highest “responsible bidder”. This is a proactive approach, but would only work for a high-demand property where several bids are expected.

*Public auction* – The statute outlines procedures for auctioning property to the highest bidder. It gives permission to set deposits, etc. The auction does not finalize the sale, however. It is merely the forum to receive bids. The Board of Commissioners must accept (or reject) bids within 30

days to finalize the sale. The statute does also outline conditions under which electronic auctions are permitted. This is a proactive approach. (Refer to GS 160A-270) The Board may decide to employ a professional auctioneer to take advantage of their expertise in marketing and conducting a sale. Employing an auctioneer is a service arrangement so the contract is not subject to competitive bidding. To conduct an auction sale, the Board must adopt a resolution authorizing the sale and describing the property and the details of the auction. The Board may require a bid deposit from the highest bidder. A notice of an auction sale must be published once, at least thirty days before the sale. After the auction is held, the Board has thirty days from the day the bid is reported to accept or reject the bid.

*Negotiated offer, advertisement, and upset bids* – Any offer the town accepts to purchase a property must be advertised for upset bid for a period of 10 days. Any new bid of sufficient amount (as defined in the statute) triggers a re-advertisement and new 10-day period. This procedure is repeated until no further qualifying bids are received. The town may reject any and all offers. This is generally a reactive approach, though the statute does permit soliciting bids. (Refer to GS 160A-269).

*Exchange* – This option is available as long as the town receives “full and fair consideration in exchange for its property” (Refer to GS 160A-271) and follows prescribed procedures regarding advertising the agreement and approving it in an open meeting.

*Convey to another governmental entity, volunteer fire department or rescue squad, or provider of affordable housing* – Certain provisions in the statute complement the provisions of private negotiation and sale described above. These provisions give municipalities broad authority to convey property to these entities using terms that they see fit, including price. Land conveyed for affordable housing can be leased only.

*Lease* – A municipality may lease its property under such terms as it sees fit, with certain restrictions. With some specifically defined exceptions, the lease may not last for more than ten years. The property must be deemed as unneeded by the municipality. And certain notice requirements must be met before the lease is effectuated. The statutes allow for longer lease terms for renewable energy installations, cell phone equipment, and wireless network equipment.

ADDENDUM B

PARCEL_ID	LOCATION	DESCRIPTION
1401654	OFF 5TH ST	Residual (near cemetery)
1401896	KENSINGTON DR	Residual
1402303	910 MAIN ST	Vacant Storefront
1402501	KENSINGTON DR	Residual/Hilltop Park
1402692	F ST	Residential Lot
1403028	NW RESERVOIR RD	Greenway Trailhead
1403277	832 MAIN ST	Town Hall
1403351	OFF WILKESBORO AVE	Memorial Park
1403434	6TH ST	Cemetery
1403471	OFF D ST	Old Town Garage
1403472	TROGDON ST	Residual
1403473	1002 TROGDON ST	Water Tower
1403474	ELIZABETH ST	Black Cat Station Parking Lot
1403476	CBD LOOP	Parking Lot
1403478	1360 WEST D ST	Old Town Garage
1403480	C ST	Parking Behind Wilkes Tower
1403481	1302 2ND ST	Park
1403482	BOSTON AVE	Woodlawn Ctr. Extra
1403483	109 CARFELT ST	Water Tower
1403484	CHESTNUT ST	Smoot Park Parking
1403485	200 CHESTNUT ST	Smoot Park
1403486	THURMOND ST	Wastewater Treatment Plant
1403488	SUMMIT AVE	Buffer??
1403489	OFF I ST	Water Treatment Plant
1403490	314 FINLEY AVE	Water Tower
1403491	129 SUMMIT AVE	Water Tower
1403495	N PARK RD	Park
1403497	SWAIM ST	Residual
1403498	S PARK RD	Park
1403499	1201 I ST	Water Treatment Plant
1403501	709 9TH ST	NW Fire Dept.
1403508	EUCLID AVE	Residual
1403518	EUCLID AVE	Residual
1403539	CBD LOOP	Parking Lot
1403541	MAIN ST	Pocket Park
1403543	OFF MAIN ST	Residual
1403547	814 C ST	Parking Lot
1403548	913 C ST	Wilkes Art Gallery
1403549	100 FINLEY AVE	Old Elk's Lodge
1403556	800 ELIZABETH ST	Black Cat Station Building
1403557	K ST	Passive Park
1403558	HINSHAW ST	Black Cat Station Parking Lot
1403560	MAIN ST	Parking Next to PD
1403561	D ST	Parking Lot
1403562	801 MAIN ST	NW Police Dept.
1403563	ELKIN HWY	Pump Station
1403583	MAIN ST	Parking Lot
1403589	CBD LOOP	Marketplace
1403618	C ST	Hilltop Park
1403630	ELIZABETH ST	Black Cat Station Adjacent
1403631	BOSTON AVE	Residual/Residential
1403632	MASS AVE	Residual/Residential
1403638	MAIN ST	Hilltop Park
1403644	EUCLID AVE	Residual
1403777	700 BOSTON AVE	Old Women's Prison
1403890	241 WILKESBORO AVE	Park
1403939	OFF 13TH ST	Raw Water Intake
1404073	I ST	Buffer??
1404247	OFF SPARTA RD	Pump Statlon

1404348	MAIN ST	Hilltop Park
1404385	ODELL ST	Residential Lot
1404562	COFFEY ST	Easement??
1404617	CBD LOOP	Parking Lot
1404809	NW RESERVOIR RD	Old Water Reservoir
1404901	OFF ELIZABETH ST	Black Cat Station Adjacent
1405023	WHITE PINE ST	Water Tower
1405033	OFF 2ND ST	Water Tower
1405282	908 MAIN ST	Vacant Storefront
1405317	12TH ST	Water Plant
1405414	RIVER RD LIBERTY GROVE R	Industrial Park
1405441	D ST	Right-of-Way
1405476	680 FLINT HILL RD	Town Garage
1405676	3237 RIVER RD LIBERTY GROVE R	Industrial Park
1405677	RIVER RD LIBERTY GROVE R	Industrial Park
1405707	OFF WEST D ST	Greenway Trailhead
1405708	WEST D ST	Right-of-Way
1405746	BOONE TRAIL	Right-of-Way
1405771	WEST D ST	Right-of-Way
1405773	WEST D ST	Right-of-Way
1508712	RIDGECREST ST	Water Meter
2200830	DAMASCUS CH RD	Residential Lot
2206835	STATESVILLE RD	Pump Station