

**Town of North Wilkesboro Board of Commissioners  
Regular Meeting  
November 7, 2019**

**I. Call to Order**

**II. Invocation**

**III. Pledge of Allegiance**

**IV. Additions/Deletions to agenda**

**V. Approval of Agenda (action)**

**VI. Public Comments**

*Speaker must sign in. 5-minute limit per speaker for topics not related to public hearings*

**VII. Consent (action)**

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

- 1.) Approval of October 8, 2019 Regular Board Meeting Minutes, and October 24, 2019 Work Session Minutes – Debbie Pearson
- 2.) New Involuntary Commitment Transportation Agreement – Joe Rankin

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

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

**IX. Business**

- 3.) NW Fire Department Platform Truck Grant Application and Vehicle Replacement – Jimmy Martin

**X. Policy**

- 4.) Official Cancelling Kerr Scott Intake Project – Wilson Hooper

**XI. Mayor and Commissioner Topics**

*Mayor and Commissioners may bring up topics not listed on the agenda for discussion or staff follow up*

**XII. Adjourn**

## 1. APPROVAL OF MEETING MINUTES

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

- October 8, 2019
- October 24, 2019

STAFF RESOURCES: Debbie Pearson, Town Clerk

FUNDING SOURCES: N/A

BACKGROUND:

- October 8, 2019 Regular Board Meeting Minutes and October 24, 2019 Work Session Meeting Minutes

ACTION:

- Approval of Minutes

ATTACHMENTS:

- 1.) October 8, 2019 Regular Board Meeting Minutes
- 2.) October 24, 2019 Work Session Meeting Minutes

**Town of North Wilkesboro  
Commissioners Monthly Meeting  
October 8, 2019**

A Regular Meeting of the Mayor and Board of Commissioners of the town of North Wilkesboro was held in the Commissioners Room at Town Hall on October 8, 2019.

THERE WERE PRESENT:                    Robert L. Johnson, Mayor  
    Debbie Ferguson, Commissioner  
    Bert Hall, Commissioner  
    Joe Johnston, Commissioner  
    Angela Day, Commissioner/Mayor Pro-Tem

ALSO PRESENT:                            Gary Vannoy, Town Attorney  
    Debra Pearson, Town Clerk

ABSENT:                                      Wilson B. Hooper Town Manager  
    Junior Goforth, Commissioner

**CALL TO ORDER**

Mayor Robert Johnson called the meeting to order at 5:30 p.m. and delivered the Invocation. The Pledge of Allegiance was led by North Wilkesboro Police Chief Joe Rankin.

**IV. Additions/Deletions to agenda:**

There were no additions or deletions to the Agenda.

**V. Approval of the Agenda:**

**Motion to approve the agenda was made by Commissioner Ferguson and seconded by Commissioner Day. Motion unanimously carries.**

**VI. Public comments:**

Mr. Gabe Miller, 916 K Street, North Wilkesboro was present for the meeting and asked to address the board of Commissioners regarding fines he has incurred due to code violations submitted to him by North Wilkesboro Codes Enforcement Officer John Ganus. Mr. Miller spoke for approximately 20 minutes defending his efforts to ask forgiveness on approximately \$1800.00 in violation fines accrued since the first letter of notice of code violation was sent out in May 2019. Commissioner Ferguson asked Town Manager Hooper, (attending the meeting remotely, by telephone) to possibly meet with Mr. Miller, Planning Director Meredith Detsch, and Town Attorney Gary Vannoy to determine a “fair” and reasonable amount on this issue. Commissioner Hall stated he thinks the unlimited fines are “excessive” and is in favor of negotiations. Town Manager Hooper will address this when he returns to the office next week.

## **VII. Awards and Recognitions:**

Newly hired North Wilkesboro Police Officer Christopher Michael Duckworth took the Oath of Office delivered by Mayor Johnson while Officer Duckworth's Mother held the Bible. Afterwards Officer Duckworth received a standing ovation and shook hands with the Commissioners, Town Clerk and Mayor. We're pleased and honored to have Officer Duckworth join the force as a North Wilkesboro Police Officer.

## **VIII. Consent Items:**

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

- 1.) Approval of September 3, 2019 regular board meeting minutes, and September 26, 2019 work session minutes – Debbie Pearson
- 2.) Broadway Water Association write-off – Wilson Hooper, Connie Bauguess
- 3.) Budget amendment to fund Planning & Inspections Department operations – Wilson Hooper
- 4.) November meeting schedule – Debbie Pearson

Mayor Johnson read the consent agenda items and asked if anyone had anything they would like to add or delete from the Agenda. With no changes to be made Mayor Johnson called for a motion to approve the consent agenda. **Commissioner Ferguson made the motion to approve with Commissioner Hall seconding the motion. Motion to approve the consent agenda unanimously carries.**

## **IX. Town Manager's/Attorney's Report**

Town Manager Hooper was out of town this week but attended the board meeting remotely, by telephone. He had no report to give. Town Attorney Vannoy had nothing to report.

## **X. Business**

Zoning ordinance review and update project- Planning Director Meredith Detsch has asked for funds to have the High Country Council of Government enter into a contract to help update the Zoning Ordinance for the Town of North Wilkesboro. It was considered by the Board at the September 26 2019 Work Session and agreed that the town should enter an agreement/contract with the HCCOG. This service will be provided by the HCCOG for a fee of \$2400.00. **Motion to approve the contract was made by Commissioner Johnston and seconded by Commissioner Ferguson. Motion unanimously carries.**

## **XI. Policy**

- 5.) Voluntary annexation of 1524 Statesville Rd. (Public Hearing) At 6:00 p.m., Mayor Johnson declared a public hearing to consider voluntary annexation of property owned by Mr. & Mrs. William Hamby. That property is located at 1524 Statesville Road, North Wilkesboro, NC. The property is currently in the Town's ETJ and is zoned Highway Business. Mayor called for a motion to come out of Public Hearing at 6:05 p.m. and to approve the voluntary annexation of this property in to the Town limits. **Commissioner Hall made the motion to approve, Commissioner Ferguson seconded the motion to have 1524 Statesville Road North Wilkesboro voluntarily annexed into the Town limits. Motion unanimously carries.** The board welcomed the Mr. & Mrs. Hamby into the Town limits of North Wilkesboro.

- 6.) Updated splashpad agreement – Town Attorney Gary Vannoy was asked by Council to work out a completion date with contractor Buster Mastin for the Splash Pad. An Agreement was drawn up with final costs, timeframes and deadlines given. Contractor Mastin will waive the remaining \$8,000 in labor costs and complete the project within (6) six weeks of approval of the agreement. The terms are codified in a contract amendment that is to be signed by Town Manager Hooper and Contractor Buster Mastin upon Board approval. Mayor Johnson asked for a motion to approve the Amended Agreement and a Budget Amendment of \$40,0000 for additional materials needed complete the project required by the Wilkes County Health Department. **Commissioner Day made the motion to approve the Amended Splashpad Agreement and Budget Amendment with Commissioner Ferguson seconding the motion. Motion unanimously carries.**
- 7.) North Wilkesboro Fire Department SAFER grant acceptance- The Board is in agreement to accept the Safer Grant for \$527,520.00 to enhance participation of part-time volunteer fire fighters. This grant would fund part-time staff to perform inspections and other services thereby freeing up full-time engineers to more quickly respond to calls, fund a recruitment program and supplement various training cost for volunteers. This is a four-year grant. An additional \$17,640.00 from the town may be required to help fund this program over the 4-year period. Mayor Johnson called for a motion to approve acceptance of the SAFER Grant. **Commissioner Ferguson made a motion to approve the SAFER Grant Award with Commissioner Johnston seconding the motion. Motion unanimously carries.**

**XII.** With no other items to discuss Mayor Johnson called for a motion to adjourn. **Commissioner Hall made the motion to adjourn with Commissioner Day seconding the Motion. Motion unanimously carries. Meeting adjourned at 6:15 p.m.**

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

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

Approved \_\_\_\_\_

**Commissioners Work Session  
Thursday, October 24, 2019  
Commissioners Room  
5:30 p.m.**

**Members present:** Mayor Robert Johnson, Commissioner Joe Johnston, Mayor Pro-tem Angela Day, Commissioner Debbie Ferguson, Commissioner Bert Hall,

**Absent:** Commissioner Junior Goforth.

**Staff present:** Town Manager Wilson Hooper, Clerk Debra Pearson, NW Fire Chief Jimmy Martin, Planning Director Meredith Detsch, North Wilkesboro Police Chief Joe Rankin, and Public Works Director Dale Shumate.

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

**V. Approval of Agenda-** Mayor Robert Johnson called for a motion to approve the October 24, 2019 Agenda-Setting Work Session. **Commissioner Hall made the motion to approve and Commissioner Angela Day seconded the motion. Motion unanimously carries.**

**VI. Action Items:** Three items were brought before the board to take action on at the October 24, 2019 work session.

- 1. Those items are Approval of the Kimley Horn Raw Water Intake Project, Amendment to Budget Ordinance Budget Amendment #6, and Capital Project Ordinance Yadkin River Water Intake Project Amendment # 1.** The Town of North Wilkesboro applied for assistance from the state Drinking Water State Revolving Fund (DWSRF). The award is a 0% loan for \$6,735,310 with 25% (\$1,683.27.) forgiven. The town must pay a 2% loan fee. This will require a series of deadlines that must be met to stay eligible for the assistance, the first of which is an Engineering Report (ER), due December 2, 2019. The Engineering Report was deliberately postponed in order to work through a related matter which is reclassifying the Yadkin River. Reclassifying requires action by both Wilkesboro and Wilkes County to develop restriction along the river and in the watershed to protect the water source. Town Manager Hooper and Kimley Horn are scheduled to present to the Wilkesboro and Wilkes County boards at the beginning of November. Staff requests the Board consider authorizing the Town Manager to negotiate an agreement with Kimley Horn to conduct an ER and submit to the state on our behalf by the deadline. The fee for this service as quoted by Kimley Horn is \$30,100.00. The Town Manager is recommending these funds come from the Water/Sewer Capital Reserve Fund, which can be replenished once the state dollars come in. Staff requests the Board consider a Budget Amendment to appropriate these dollars. Mayor Johnson called for a motion to approve the Kimley-Horn Raw Water Intake Project, Budget Amendment #6 and Capital Project Ordinance for the Yadkin River Water Intake Project Amendment #1. **Commissioner Ferguson made a motion to approve both the Project and the Budget Amendments, with Commissioner Hall seconding the motion. Motion unanimously carries.**

**VII. Work items: the following items were presented to the board for approval at the November 7, 2019 Commissioners' board meeting.**

- 2.) **Officially cancelling the Kerr Scott Water Intake Project-**The towns of North Wilkesboro and Wilkesboro began collaborating to build a water intake on Kerr Scott lake in 2011. This went on

until 2018 when it was decided by both towns to end plans due to the rising costs. The town of North Wilkesboro was the party for interaction with state government on financing, grants and other administrative topics. Wilkesboro was a co-applicant. The state contacted North Wilkesboro regarding submission of various reports on the project with the town reported that it had decided not to process at this time, but that the project had not been officially cancelled. A Resolution has been drawn up to officially cancel the project and decouple the town from state reporting. The Resolution will also de-obligate the funds held for this project and make them available for others. This Resolution will be placed on the November 7, 2019 Commissioners consent agenda.

3.) **New Involuntary Commitment Transportation Agreement-** In the 2017-2018 legislative session, the State Senate introduced a bill intended to improve the delivery of behavioral health services in North Carolina. This bill is known as SB630. This is a Memorandum of Transportation Agreement. Wilkes Medical Center Security has agreed to attend to IVC patients until admittance or transport to another facility can be arranged. In the past, law enforcement had to stay with the patient in the triage area of the hospital until such arrangements could be made. This could prove to be an indefinite wait for law enforcement, lessening the number of officers able to respond to other emergencies. Law enforcement from the respective municipality they serve will obtain the IVC order from the Magistrate and attempt to serve it to the patient in that town or community. They will then transport the patient to the hospital where hospital security staff will stay with the patients until the patient can be processed. This item is to be placed on the November 7, 2019 Commissioners board meeting consent agenda.

4.) **NW Fire Department Platform Truck Grant Application and Vehicle Replacement-** The North Wilkesboro Fire Chief has made a request to replace the town's 32-year old Gruman platform fire truck. The platform truck is subject to yearly inspection and with the water tank compromised by rust and two of the seats in the cab open-designed it would likely not meet OSHA inspection and have to be taken out of service leaving the department shorthanded on emergency equipment. The fire department would like to apply for a grant from FEMA's Assistance to Firefighters Vehicle Acquisition program to replace the outdated firetruck. The request would be for \$1.5M. with a required 5% local match. The truck would be ready for service in early 2022. This grant item will be placed on the November 7, 2019 Commissioners board meeting consent agenda. North Wilkesboro Fire Department has also put in a request for a replacement vehicle for Fire Chief Jimmy Martin. Chief Martin's vehicle is a 2006 2wd model that is not proven to travel well in hazardous weather conditions. A newer model would be acquired from the state's surplus vehicle auction with funds to pay for it coming from the operational savings in the NWFD budget. Cost of a new vehicle is around \$12-\$13,000.00. This budget ordinance to replace NW Fire Chief vehicle will be on the consent agenda for the November 7, 2019 board meeting as well.

5.) **2020 Census Local Complete Count Committee Nomination Process-** This is a mandated census to begin in Spring 2020. Data collection will run from April through August, 2020. The United States Census Bureau is recommending that all counties and municipalities create "Complete Count Committees" made up of 1-10 local residents with the ability to persuade other residents to participate in the census. Town Manager Hooper will designate a staff person to be the liaison and staff resource for the committee. The Complete Count Committee will receive training and support from the Census Bureau. Staff will request input from the Board, and Board members may be asked to nominate persons for consideration to this committee.

With no other items or concerns to be discussed, Mayor Johnson called for a motion to adjourn. **Motion to adjourn was made by Commissioner Hall. Meeting was adjourned at 6:40 p.m.**

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TOWN CLERK

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Robert L. Johnson, Mayor

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

## 2. NEW INVOLUNTARY COMMITMENT (IVC) TRANSPORTATION AGREEMENT

**Approve state-mandated, county-wide agreement codifying Involuntary Commitment Transportation procedures.**

STAFF RESOURCES: Chief Joe Rankin, Police  
Gary Vannoy, Town Attorney

FUNDING SOURCES: N/A

### BACKGROUND:

- During the 2017-2018 legislative session, the NC Senate introduced a bill intended to improve the delivery of behavioral health services in North Carolina. The bill is known as SB630.
- On occasion, area law enforcement officers are involved in behavioral health matters when they are called to take into custody individuals who are experiencing severe mental health episodes that require involuntary commitment (IVC). IVC orders are issued by Magistrates.
- SB630 mandates that the governing board of each county and municipality adopt a plan known as an “involuntary commitment transportation agreement” or “transportation agreement” for the custody and transportation of respondents in IVC proceedings under the article.
- Each governing body within each county must agree to and adopt the agreement. The other jurisdictions in the county have this item scheduled on their upcoming agendas.

### ACTION:

- The Board heard details of this request at their October 24 Work Session.
- This action from the Board will authorize the Mayor and Police Chief to sign the agreement on the town’s behalf.

### ATTACHMENT:

- 1.) Draft IVC Agreement



**STATE OF NORTH CAROLINA**

**WILKES COUNTY**

**MEMORANDUM OF TRANSPORTATION AGREEMENT**

**THIS MEMORANDUM OF TRANSPORTATION AGREEMENT** (“Transportation Agreement”) is made and entered into effective as of October 1, 2019 (“Effective Date”), by and between the following parties (collectively, “the Parties,” individually “Party” or “law enforcement agency”): the Wilkes County Sheriff’s Office (“Sheriff’s Office”), as authorized by the Wilkes County Board of Commissioners; the North Wilkesboro Police Department (“NWPD”), as authorized by the North Wilkesboro Board of Commissioners; the Wilkesboro Police Department (“WPD”), as authorized by the Wilkesboro Town Council; and the Town of Ronda.

**WHEREAS**, N.C.G.S. §122C-251, Custody and Transportation for Involuntary Commitments, as amended by S.L. 2018-33, is effective October 1, 2019; and

**WHEREAS**, N.C.G.S. §122C-251 (g) requires the governing body of cities and counties to adopt a plan known as an “involuntary commitment transportation agreement” or “transportation agreement” for the custody and transportation of respondents in involuntary commitment proceedings; and

**WHEREAS**, once adopted, this Transportation Agreement must be submitted to: the Magistrates in Wilkes County; the Wilkes County Clerk of Court; the North Carolina Division of Mental Health, Developmental Disabilities, and Substance Abuses Services; and the Local Management Entity-Managed Care Organization (“LME/MCO”) that serves Wilkes County (Vaya Health);

**NOW THEREFORE**, for and in consideration of mutual promises to each as hereinafter set forth, the Parties mutually agree as follows:

10 Unless otherwise set forth in this Transportation Agreement, after a Wilkes County Magistrate issues an involuntary commitment order (“IVC Order”) and the Magistrate contacts the local law enforcement agency in the jurisdiction where the respondent named in the IVC Order resides or is physically taken into custody as provided below, a law enforcement officer shall retrieve the IVC Order from the Magistrate and attempt to serve it as follows:

- 1.1 If the respondent resides and is physically taken into custody within the municipal limits of the Town of North Wilkesboro, a law enforcement officer for NWPD shall respond.
- 1.2 If the respondent resides and is physically taken into custody within the municipal limits of the Town of Wilkesboro, a law enforcement officer for WPD shall respond.

13 If the respondent resides or is physically taken into custody outside the municipal limits of the Towns of North Wilkesboro and Wilkesboro but within Wilkes County, including respondents who reside or are physically taken into custody within the municipal limits of the Town of Ronda, a law enforcement officer for the Sheriff's Office shall respond.

2.0 The respective law enforcement officer shall attempt to locate the respondent at the address provided in the IVC Order and serve the Order on the respondent.

3.0 Upon location of the respondent and service of the IVC Order, the law enforcement officer shall take respondent into custody and transport respondent to either of the following facilities ("Examination Facility"): the duly established Facility Based Crisis Center for Wilkes County, or Wilkes Medical Center. After the Examination Facility completes its examination of respondent, the Examination Facility will locate a facility for respondent's future care.

4.0 The law enforcement agency responsible for the IVC Order shall be the primary agency responsible for any incidents arising out of the response and service of the order.

5.0 The Sheriff's Office shall respond to the Examination Facility for respondent's transport to any facility in North Carolina, as identified by the Examination Facility, for respondent's future care.

6.0 If, after the Examination Facility completes its examination, the Examination Facility determines that respondent is not in need of mental health care or treatment, the responding law enforcement agency shall return respondent to the address in the IVC Order or allow for other transportation arrangements of respondent to be made.

7.0 Each Party to this Transportation Agreement agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives, and agents in carrying out the terms of this Transportation Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Parties and the results thereof.

8.0 It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to the law enforcement agency. The Parties understand and agree that no Party has waived the rights, immunities, and protections provided by law to such Party. Nothing contained in this Transportation Agreement shall waive or amend, or be construed to waive or amend, any defense or immunity that any Party or its respective officials and employees may have.

9.0 This Transportation Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation, or other formal business association or organization of any kind among the Parties. Moreover, the rights and the obligations of the Parties under this Transportation Agreement will be only those expressly set forth in this Transportation Agreement.

10.0 This Transportation Agreement may be amended by written agreement of all of the Parties.

11.0 A Party may terminate its participation in this Transportation Agreement by providing no less than thirty (30) days' written notice of such termination under this Section 13.0 to all of the other Parties.

12.0 Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with North Carolina law and any applicable federal law.

13.0 This Agreement may be executed in four (4) or more counterparts, each of which will be deemed to be an original.

**IN WITNESS WHEREOF**, the Parties, acting under authority of their respective governing bodies, have caused this Transportation Agreement to be duly executed as set forth below, the same to be effective as of the Effective Date set forth hereinabove.

**WILKES COUNTY**

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

Name: Chris Shew

Title: Wilkes County Sheriff

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

Name: Gideon Keith Elmore

Title: Chairman, Wilkes County Board of Commissioners

(SEAL)

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

Name: Sarah D. Call

Title: County Clerk

**TOWN OF NORTH WILKESBORO**

By: \_\_\_\_\_  
Name: Joe Rankin  
Title: North Wilkesboro Police Chief

By: \_\_\_\_\_  
Name: Robert Johnson  
Title: Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Name: Debra Pearson  
Title: Town Clerk

**TOWN OF WILKESBORO**

By: \_\_\_\_\_  
Name: Craig Garris  
Title: Wilkesboro Police Chief

By: \_\_\_\_\_  
Name: Michael Vestal Inscore  
Title: Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Name: James K. Byrd  
Title: Town Clerk

**TOWN OF RONDA**

By: \_\_\_\_\_ Name: Victor  
Varela  
Title: Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Name: Talesa Carter  
Title: Town Clerk

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

### 3. NW FIRE DEPARTMENT PLATFORM TRUCK GRANT APPLICATION AND VEHICLE REPLACEMENT

**Authorize an application to the Federal Emergency Management Agency's Assistant to Firefighters Vehicle Acquisition program for \$1.5M in funds to replace the town's aging 1988 Gruman platform truck, and;**

**Approve a budget amendment transferring \$15,000 in savings from the NWFD's operating budget to its Capital Outlay Fund for replacement of the Fire Chief's on-duty vehicle.**

STAFF RESOURCES: Chief Jimmy Martin, Fire  
Wilson Hooper, Town Manager

FUNDING SOURCES: NW Fire Department budget

#### BACKGROUND:

- The town's 1988 Gruman 85-foot platform fire truck will be 32 years old next year. Due to the truck's age and design, North Wilkesboro Fire Department (NWFD) would like to replace it.
- Two of the seats in the cab are open-design and not able to be used because of OSHA and insurance regulation. Also, as with all older vehicles, the platform truck requires maintenance to be kept operational.
- More importantly, the platform truck is subject to yearly inspections. If the older truck were to fail its inspection, it would have to be taken out of service.
- This type of truck is operationally important because it helps NWFD provide coverage for the downtown and hospital areas, and it helps NWFD meet ISO standards.
- NWFD would like to apply for a grant from the Federal Emergency Management Agency's Assistance to Firefighters Vehicle Acquisition program to replace the old truck with a newer model.
- The grant request would be in the amount of approximately \$1.5M.
- It requires a 5% local match, or about \$75,000. These matching funds would not need to be allocated until FY21. No other budgetary impacts are expected.
- The grant amount may be less depending on the quotations for the truck, once they are received.
- The application window begins in November and ends in December. Staff hope to hear a decision from FEMA soon after the first of the calendar year.

- A new truck would take about one-year to construct. It would enter service early in calendar year 2022. It will come partially upfitted, with remaining equipment coming from NWFD's existing stock.
- If the town does not pursue the grant, the Town Manager will likely include funds to replace the truck in the coming years on his proposed Capital Improvement Plan. This would shift the entire cost of replacing the truck onto the town and perhaps delay other projects.
- Also, NWFD has asked to update Chief Jimmy Martin's on-duty vehicle.
- His current vehicle is a 2006 Chevrolet Impala. The vehicle is 2WD, making it unsuitable for hazardous weather conditions. It is a former police car with significant wear-and-tear, uncertain reliability, and limited space to stow equipment.
- The town would seek to buy a replacement through the state's surplus vehicle auction or another source. A suitable vehicle would likely cost between \$12,000-\$13,000. There would be a small expenditure to upfit the vehicle.
- The funds for the vehicle will come from operational savings identified in the NWFD budget. Since the dollars come from the NWFD budget, the budget amendments needed to transfer the dollars from operating lines into the NWFD's Capital Outlay Fund can be approved administratively by the Town Manager.

**ACTION:**

- The Board heard details of this request at its October 24 Work Session.
- If authorization is granted by the Board, staff will submit an application before the grant deadline and dedicate \$75,000 in matching funds in the upcoming year's proposed budget.

**ATTACHMENT:**

- 1.) Budget amendment

TOWN OF NORTH WILKESBORO  
AMENDMENT TO BUDGET  
ORDINANCE FISCAL YEAR ENDING  
6/30/2020 BUDGET AMENDMENT #5

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>
10-5300-5400 Ins & Bonds	\$35,000	-\$15,000	\$20,000
10-5300-7400 Capital Outlay – Equipment	-0-	\$15,000	\$15,000

Replace Fire Chief vehicle.

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 November, 2019.

Robert Johnson, MAYOR

ATTEST:

Debra W. Pearson, Town Clerk



## 4. OFFICIALLY CANCELLING KERR SCOTT LAKE RAW WATER INTAKE PROJECT

Approve a resolution officially cancelling Kerr Scott Lake Raw Water Intake Project

STAFF RESOURCE: Wilson Hooper, Town Manager

FUNDING SOURCE: N/A

### BACKGROUND:

- The towns of Wilkesboro and North Wilkesboro, along with Wilkes County collaborated to build a water intake on Kerr Scott Lake from 2011-2018. The plan was scrapped in 2018 due to rising costs.
- The Town of North Wilkesboro was the party of record for interaction with state government on financing, grants, and other administrative topics. Wilkes County was a co-applicant responsible for constructing the intake and subordinating its operations to the towns.
- The towns were to be responsible for debt service associated with the County's application.
- On occasion, state agencies have contacted the Town of North Wilkesboro inquiring about the submission of various reports on the project. Staff has notified them that the town has decided not to proceed, but that the project has not been officially cancelled.
- The resolution at question here will officially cancel the project and allow staff to take all necessary administrative measures to decouple the town from state reporting and other requirements. This action will also give notice to the state that they may de-obligate the funds being held for this project and make them available to others.
- This action does not absolve the town of its responsibility to pay off funds borrowed for engineering and other early expenses. Those payments will continue until the debt is retired.

### ACTION:

- The Board heard details of this request at the October 24 Work Session
- This action will enable the Town Manager to formally cancel the project with state agencies, contractors, and other stakeholders.

### ATTACHMENT:

- 1.) Resolution officially cancelling Kerr Scott Lake Water Intake Project

**RESOLUTION 2019-12 TO WITHDRAW FROM THE KERR SCOTT WATER  
INTAKE AND RAW WATER TRANSMISSION SYSTEM PROJECT**

WHEREAS, on June 28, 2011 the towns of Wilkesboro and North Wilkesboro jointly agreed to build a raw water intake and raw water transmission system on W. Kerr Scott Dam and Reservoir in Wilkes County, and;

WHEREAS, the two towns agreed that North Wilkesboro would seek funding through the Revolving Loan Fund program for the construction of a new raw water intake and raw water transmission system, and;

WHEREAS, initial engineering estimates placed the total cost of the project at approximately Twelve-Million (\$12,000,000.00) Dollars and;

WHEREAS, the towns contributed One Million, Three Hundred Ninety Eight Thousand, Two Hundred Thirty Nine (\$1,398,239.00) Dollars towards the completion of detailed engineering plans and early construction activities, and;

WHEREAS, in 2017 the towns reaffirmed their commitment to the project and signed an Amended Agreement whereby North Wilkesboro would seek funding through the State Revolving Loan Fund program for an approximate amount of Thirty-Two Million (\$32,000,000.00) Dollars, and;

WHEREAS, construction challenges and regulatory issues increased the cost of the project significantly to around Thirty-Five Million (\$35,000,000.00) Dollars, causing each town to reconsider its participation, and;

WHEREAS, improvements in technology and more permissive state requirements allowed Wilkesboro and North Wilkesboro to instead build freshwater intakes on the Yadkin River, and;

WHEREAS, in late 2017 each town informally decided to cancel the Kerr Scott intake project due to the extreme cost of the project, and;

WHEREAS, the Town of Wilkesboro resolved to withdraw from the joint Intake Committee in January 2018, and withdraw from the project; and;

WHEREAS, regulators from the State of North Carolina still seek project reports from the Town of North Wilkesboro on the status of the project.

NOW THEREFORE, the Town of North Wilkesboro does hereby withdraw from the Kerr Scott water intake and raw water transmission system and shall notify the State Revolving Loan Fund to officially release dollars dedicated to this project for use by others.

Done this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

Debra W. Pearson, Town Clerk

TOWN OF NORTH WILKESBORO

Robert L. Johnson, Mayor