

**TOWN OF NORTH WILKESBORO
COMMISSIONERS REGULAR MONTHLY
MEETING
January 5, 2021
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 <https://us02web.zoom.us/j/82445941367>

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
 Meredith Detsch, Town Planner
 (Taking Minutes)

CALL TO ORDER

Mayor Johnson called the meeting to order at 5:30 p.m. and delivered the Invocation. Mayor Johnson asked Chief Joe Rankin to lead us one more time in the Pledge of Allegiance. The Pledge was led by Chief Rankin. Interim Chief of Police Charles “Robby” Thornburg was also in attendance.

V. Approval of the Agenda:

Per Town Manager Hooper’s request, there was one item pulled from the agenda and one item added to the agenda. The item pulled is D.) Audit FY 19-20 Audit Presentation as it is not ready at this time. The addition to the agenda is to place a MOU from WRMC/WFBH, Section 304B Drug Discount Program as item B1.) on the Consent Agenda. **Motion to approve the agenda as amended was made by Commissioner Palmer and seconded by Commissioner Parsons. Motion unanimously carries by roll call of each Commissioner.**

VI. Awards and Recognitions:

A.) Recognition of retiring Chief Joe R. Rankin, Jr.

Mayor Johnson presented Chief Joe Rankin with a framed proclamation, the key to the City, and a book style clock engraved recognizing his time and service with the Town of North Wilkesboro. Mayor Johnson told the story of when he first met Joe Rankin during his time as a Highway Patrol Officer. Debbie, Andrew, Angela, Michael, Bert all wished Chief Rankin the best in retirement and thanked him for all of his hard work for the town over his tenure. They said they appreciated his leadership and guidance over the years at the department. Chief Rankin thanked everyone for their support. He thanked the Commissioners who selected him and for trusting him with the honor to be Chief. He thanked his family for supporting him over the years including his parents, wife and daughter. He thanked his officers for their hard work and stated “they are the

workforce that do the job”. He asked the Commissioners and the public to continue supporting the department and the officers. *See Recognition.*

B.) Swearing-in of Interim Chief Charles R. Thornburg

Next, Mayor Johnson recognized Captain Robert Thornburg at the meeting. Captain Thornburg has been chosen to serve as Interim North Wilkesboro Police Chief until an interview process can be held for anyone wishing to apply for the position of Police Chief. Mayor Johnson asked that Captain Thornburg place his left hand on the bible and raise his right hand. Mayor Johnson asked Captain Thornburg to repeat the OATH OF OFFICE after him.

“I, Charles Robert Thornburg, do solemnly swear (or affirm) that I will be alert and vigilant to enforce the criminal laws of the State of North Carolina; that I will not be influenced in any matter on account of personal bias or prejudice; that I will support and maintain the Constitution and laws of the United States, and the Constitution and the laws of North Carolina, not inconsistent therewith; and that I faithfully and impartially discharge and execute the duties of my office as Interim Chief of Police according to the best of my skill, abilities and judgment; so help me God.”

Mayor Johnson and Interim Chief Thornburg signed the Oath of Office document. Captain Thornburg was officially sworn in as Interim Chief of Police at the retirement reception for Chief Rankin on Monday, January 4, 2021.

A five-minute recess was taken. At 6:04 Mayor Johnson called the meeting back to order.

VII. Public Comments:

Mayor Johnson opened the floor for public comments. Heather Dean with The Wilkes Record came to the meeting and brought with her Commandant Hobert Yates and David Anderson, both gentleman from Canter/Williams MCL detachment 1187 in Wilkes- VFW auxiliary and Marine Corp. They are feeling the pinch from COVID right now. Veterans do a lot behind the scenes including flags for funerals, scholarships, Samaritans kitchen, and need funding. Camping for a cause-defending for a cause. Bringing awareness to veterans and homeless veterans and two they know of that choose to be homeless. They also wanted to bring awareness to homeless shelter has partnered with the event. The cost is \$25.00 to camp and it is going to be held in February. It’s one night in the cold compared to what they have done in their military career. Boxes can be decorated and donated in representation of a fund raiser. The Mayor thanked them for coming and sharing. Marine Corp representative explained he is excited for this fundraiser and wants to make sure awareness is brought for this event. Other events including Toys for Tots were mentioned. *See VFW attachment.*

Mandy Marxen wished to speak but there were technical difficulties. Town Manager Hooper asked if she could hear him and to please send in her comments to the town email.

III. Consent Items:

- A.) December 8, 2020 Regular Meeting Minutes
December 17, 2020 Work Session Minutes
December 8, 2020 Closed Session Minutes
- B. Budget Amendments Stormwater System Improvements 4 & 5
- B.) 1. MOU- WRMC Section 304B- *Added to Consent Agenda See MOU*

Mayor Johnson called for a motion to approve the consent agenda as amended. **Motion to approve the consent items was made by Commissioner Ferguson with Commissioner Ferguson seconding the motion. Motion unanimously carries.**

IX. Town Manager/Attorney's Reports:

Town Manager Hooper and Town Attorney Johnson stated they have no reports at this time.

X. Policy:

D.) FY 2019-2020 Audit Presentation- (TENT)

Pulled at the time. Will be presented later.

E.) Updates to Personnel Policy-

Town Manager Hooper wished to discuss COVID related provisions only at this time. Compensation is tabled for now. Two notable revisions including to tie the terms of the pandemic to the state of emergency. Originally expired at the end of last year. Town Manager Hooper also wanted to make the eligibility for the extended benefits tied to receiving the vaccine. There are limitations on the vaccine distribution but every week they will be having them as long as they keep being supplied for them. The Town needs to be prepared as we move forward with the vaccine. This is voluntary but offers an incentive to employees even though the law permits us to make the vaccine a requirement. Manager Hooper feels this is good for the organization to help keep the workforce healthy. The vaccine is very important to fight the pandemic and encourage employees to take the vaccine. Mayor Johnson opened the floor for comments but there were none. At this time the employees need to review the policy and comment on it before asking the board to consider approving it. Commissioner Parsons commented that staff of the town need to give comments before he voices anything. Andrew Palmer agrees and wonders if this is the right approach. He would like to see additional measures to positively enforce this option. *See Updates to Personnel Policy*

XI: Mayor and Commissioners Topics:

Commissioner Palmer said he had a couple of things he'd like to ask about. The first item was the Tractor-trailer Ordinance. Town Manager Hooper said he would be presenting information on that at the next meeting. Commissioner Palmer then inquired about the splashpad at Smoot Park. Manager Hooper said that back fill had been delivered and should be spread soon. Lastly, Commissioner Palmer inquired as to whether there was to be any more follow up on the quotes for completing the mural at the Farmer's Market Place. He said he would like to see the project move forward and look for funds for it. He stated he'd looked at a group from Atlanta and that he'd like to bring Ashley from the Wilkes Art Gallery back to a work session to discuss possibilities with her again. Manager Hooper was in agreement on this. Commissioner Ferguson asked about the 2021 Commissioners' Board Retreat. She asked if it would be held in person or virtually and wondered what dates may be considered for the retreat. Manager Hooper said he would get back to the Board on this.

XIII: Closed Session:

At 6:36 p.m. Mayor Johnson called for a motion to go into Closed Session to discuss subject matter in accordance with GS 143-318.11 (a) (3), to consult with an attorney employed or retained by the public body in order to maintain the attorney-client privilege between the attorney and the public body. **Commissioner Hall made the motion to go into Closed Session with Commissioner Day seconding that motion. Motion unanimously carries by roll call of each Commissioner.**

With no other comments or concerns and no action taken, Mayor Johnson called for a motion to return from closed session at 6:48 p.m. **Motion to return was made by Commissioner Hall and seconded by Commissioner Day. Motion unanimously carries. Meeting was adjourned at 6:48 p.m. with a motion made by Commissioner Ferguson and seconded by Commissioner Hall.**

Debra W. Pearson, Clerk

Robert L. Johnson, MAYOR

Approved _____

A.) Recognition

**PROCLAMATION DECLARING JANUARY 4, 2021 AS CHIEF JOE R. RANKIN JR.
DAY IN NORTH WILKESBORO, NORTH CAROLINA**

WHEREAS, Chief Joe R. Rankin Jr., will retire from service to the North Wilkesboro Police Department on January 4, 2021 and;

WHEREAS, Joe R. Rankin Jr. began his law enforcement career in 1981 with the Gastonia Police Department and;

WHEREAS, in 1984 he joined the North Carolina State Highway Patrol. During his time there he was, among other things, a certified driving instructor and Western State Coordinator of the agency's Members Assistance Team and;

WHEREAS, Joe R. Rankin Jr. supported law enforcement efforts in New York City on the first anniversary of the September 11 attacks, and in 2007 he was on the scene at Virginia Tech University supporting the response to the shooting there and;

WHEREAS, locally Joe R. Rankin Jr. taught Basic Law Enforcement Training at Wilkes Community College, and was a three-time president of the Wilkes Law Enforcement Officers Association and;

WHEREAS, Joe R. Rankin Jr. was named Chief of the North Wilkesboro Police Department in 2010.

WHEREAS, Chief Rankin professionalized the North Wilkesboro Police Department and transformed it into one of the best municipal departments in the state regardless of size and;

WHEREAS, Chief Rankin's career has been long and fruitful, and his leadership honorable. His work for the people of North Wilkesboro, Wilkes County, and northwest North Carolina personifies the spirit of public service and is worthy of recognition.

NOW, THEREFORE, BE IT RESOLVED, that I, Robert Johnson, Mayor of North Wilkesboro, on behalf of the Board of Commissioners of the Town of North Wilkesboro, past and present, do hereby proclaim January 4, 2021 as

Chief Joe R. Rankin Jr. Day

in the Town of North Wilkesboro and commend its observance to all residents.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this proclamation, suitably engrossed, be given to Chief Joe R. Rankin Jr., retiring Chief of Police of the North Wilkesboro Police Department.

PROCLAIMED THIS 4th DAY OF JANUARY, 2021

Mayor Robert Johnson Town of North Wilkesboro

ATTEST:

Debra W. Pearson, Town Clerk

E. Updates to Personnel Policy

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 16. Family and Medical Leave

~~(Addition) Emergency FMLA Leave—During times of a federal, state, or local declared State of Emergency or until December 31, 2020 if states of emergency are still in effect unless otherwise extended, additional FMLA provisions will be in place.~~

~~Emergency FMLA may be used if an employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable due to an emergency with respect to the COVID-19 as declared by a federal, state, or local authority.~~

~~After a ten-day waiting period, Emergency FMLA leave becomes paid leave. Exempt employees will earn 2/3 of their normal salary, non-exempt employees will earn 2/3 of their hourly rate multiplied by the amount of hours they normally work. Both categories are capped at \$200/day. Employees may use accrued paid leave time to remain compensated during the ten-day waiting period, or to remain fully compensated during the remaining period.~~

~~All employees who have worked for at least 30 days are eligible for up to 12 weeks of Emergency FMLA leave. However, employees are still limited to a total of 12 weeks of FMLA within a 12-month period for all reasons combined. Employees who have already used up their standard FMLA allotment for the year are not entitled to emergency FMLA leave.~~

~~Employees are expected, where practicable, to formally request leave in the manner previously described in this section.~~

~~All other terms of the town's standard FMLA policy apply.~~

Section 25. Adverse Weather/Hazardous Conditions/States of Emergency/Shelter in Place (Amended title)

Under declared States of Emergency, the Town Manager may order non-essential employees to not report to their physical work location. Under this scenario, non-essential employees will be compensated 2/3 of their normal compensation and be expected to remain on 'stand-by' status. Stand-by is defined as that time when an employee must be ready to report to work or otherwise restrict personal activities or travel in order to be ready to report to work within one hour if called.

Employees subject to this provision may remain fully compensated by using their accrued sick and vacation leave.

Section 27. Emergency Paid Sick Leave for Outbreaks/Pandemics

So that employees may observe the terms of an isolation or quarantine order, the town adopts the provisions of the "Emergency Paid Sick Leave Act". ~~This legislative provision was in effect until December 31, 2020 unless otherwise extended,~~ but the town elects to keep this in effect

for the duration of the statewide State of Emergency and any subsequent pandemic-related states of emergency.

Employees qualify for emergency paid sick leave if they are:

- 1.) (Addition) Have taken a COVID-19 vaccine or are scheduled to take a COVID vaccine at the soonest possible opportunity according to the eligibility schedule published by NC DHHS. Employees who refuse to take a vaccine, except those with a bona fide medical or religious exemption, must sign a waiver surrendering their eligibility for Emergency Paid Sick Leave.
- 2.) Subject to a federal, state, or local quarantine or isolation order related to COVID-19 or another infectious disease.
- 3.) Have been advised by their healthcare provider to self-quarantine because they are infected with or have been exposed to COVID-19 or another infectious disease, or because they are at a high risk of complications from COVID-19 or another infectious disease.
- 4.) Are showing symptoms of COVID-19 or another infectious disease and are seeking but have not yet received a medical diagnosis.
- 5.) Is caring for someone subject to a federal, state, or local quarantine or isolation order related to COVID-19 or another infectious disease, or have been advised by their healthcare provider to self-quarantine for pandemic related reasons
- 6.) Is caring for his or her son or daughter because the child's school or childcare facility has been closed or the childcare provider is no longer available because of a COVID-19 or other infectious disease-related reason. This does not apply to children whose schools are using remote learning.

During a declared, pandemic-related State of Emergency, employees are entitled to unlimited hours of Emergency Paid Sick Leave if their need for leave is based on qualifying factors 1-5 listed above. Employees whose leave is based on qualifying factor six, and who have met the vaccine requirement described in item 1, are entitled to 80 hours of Emergency Paid Sick Leave, with additional hours granted at the discretion of the Town Manager. The purpose of this provision is to minimize transmission among the workforce by isolating at-risk employees without penalizing the employee.

Employees taking Emergency Paid Sick Leave are entitled to their full compensation up to \$511/day.

When possible, employees must follow the town's typical leave request procedure.

Section 28. Return to Work for Outbreaks/Pandemics

Employee utilizing Emergency Paid Sick Leave as described above, or regular leave time for COVID-related illness, must meet recommended public health guidelines before they may return to work.

1. Employees who have been exposed, but have either not been tested or have tested negative, and who are experiencing no symptoms, may return to work 14 days after last exposure.
2. Employees who have received a positive test but have experienced no symptoms may return to work 10 days after date of test.
3. Employees who have received a positive test and have experienced symptoms may return to work 10 days after symptom onset AND 24 hours after no fever without the help of fever reducers AND improvement in other symptoms.

The Town Manager may amend these guidelines without Board of Commissioner approval to keep them aligned with CDC, NC DHHS, and Wilkes Health best practices regarding employees' return to work.

ARTICLE X – GRIEVANCE PROCEDURE AND ADVERSE ACTION

(Addition) Section 6. Applying for exemptions from certain requirements of the policy

Employees may apply for health related or religious exemptions from Article VII, Section 27 of this policy according to the procedures below.

1. Medical exemptions – Employees may claim a medical exemption by having an MD or DO licensed to practice medicine in North Carolina complete an exemption form (still being drafted -WBH) within 20 business days of the claim.
2. Religious exemptions – Employees may claim a religious exemption by submitting to their supervisor a written statement of their bona fide religious belief which includes, to establish the claim's legitimacy, the name and contact information of a clergy, counselor, or other figure who can attest to the sincerity of the employee's belief.

If an employee seeks an exemption, the Town's responsibility is to provide a "reasonable accommodation" to the employee. The Town retains the ability to change the employee's work location, schedule, or other salient details of their employment in order to protect co-workers from increased risk of exposure.

MOU WRMC

MEMORANDUM OF UNDERSTANDING

BETWEEN

TOWN OF NORTH WILKESBORO

AND

WRMC HOSPITAL OPERATING CORP

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made as of the 1st day of January, 2021 by and between the undersigned representatives of the TOWN OF NORTH WILKESBORO, a political subdivision of the State of North Carolina (“TOWN”) and WRMC HOSPITAL OPERATING CORP, a non-profit corporation organized and existing under the laws of the State of North Carolina (the “WILKES MEDICAL CENTER”).

RECITALS:

WHEREAS, WILKES MEDICAL CENTER is a North Carolina not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicare population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of North Carolina;

WHEREAS, WILKES MEDICAL CENTER desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program WILKES MEDICAL CENTER must enter into an agreement with a unit of local government pursuant to which WILKES MEDICAL CENTER commits to provide healthcare services to low-income individuals who are not entitled to Medicare or Medicaid benefits at no reimbursement or considerably less than full reimbursement from these patients;

WHEREAS, WILKES MEDICAL CENTER desires to make such a formal commitment to TOWN; and

WHEREAS, the TOWN agrees to accept such commitments on behalf of the citizens of the TOWN;

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained therein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. Commitment and Representation of WILKES MEDICAL CENTER to Provide Indigent Care.

During the term of this MOU, WILKES MEDICAL CENTER agrees to continue its historic commitment to the provision of healthcare to indigent, uninsured and underinsured residents of Wilkes County, North Carolina. During the last five fiscal years, WILKES MEDICAL CENTER provided an annual average of \$7.4 million in charity care to residents of Wilkes County, North Carolina. Pursuant to this commitment, it is the intention of WILKES MEDICAL CENTER that indigent care provided during the term of this MOU will range generally between ten percent (10%) lower or higher than a rolling five-year average of its charity care. In any event, WILKES MEDICAL CENTER will assume that all patients will receive necessary care, as required by law, regardless of ability to pay. WILKES MEDICAL CENTER commits during the duration of this contract to provide healthcare services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State plan of Title XIX under this Act at no reimbursement or considerably less than full reimbursement from these patients.

2. Acceptance and Acknowledgements of TOWN.

- (a) TOWN accepts the commitments and representations of WILKES MEDICAL CENTER as set forth above.
- (b) TOWN hereby acknowledges that the healthcare services provided by WILKES MEDICAL CENTER hereunder are in the public interest and that this MOU requires WILKES MEDICAL CENTER to provide healthcare services to low income individuals who are not entitled to benefits under Title XVIII or eligible for assistance under any State plan pursuant to Title XIX of the Social Security Act; and
- (c) TOWN acknowledges that WILKES MEDICAL CENTER is providing these services at no reimbursement or considerably less than full reimbursement from the patients.

3. Representations of WILKES MEDICAL CENTER.

WILKES MEDICAL CENTER represents that as of the date hereof:

- (a) WILKES MEDICAL CENTER constitutes a non-profit corporation duly organized and validly existing under the laws of the State of North Carolina with the corporate power and authority to enter into and perform its obligations under this MOU; and
- (b) WILKES MEDICAL CENTER is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of North Carolina.

4. Term and Termination.

The term of this MOU shall commence on the date first above written and shall continue until terminated by either party upon not less than thirty (30) days prior written notice to the other.

5. Notice.

All notices required or permitted to be given under this MOU shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to TOWN:

Town of North Wilkesboro
Attention: Town Manager
PO Box 218
832 Main Street
North Wilkesboro, NC 28659

With a copy to:

Town of North Wilkesboro
Attention: Town Attorney
PO Box 218
832 Main Street
North Wilkesboro, NC 28659

Sent to WILKES MEDICAL CENTER:

WILKES MEDICAL CENTER
Attention: President
1370 West D Street
North Wilkesboro, NC 28659

With a copy to:

Wake Forest University Baptist Medical Center
Attention: General Counsel
Medical Center Boulevard
Winston-Salem, North Carolina 27157

6. Governing Law.

This MOU shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, WILKES MEDICAL CENTER AND TOWN have executed this Agreement as of the day and year first written above by their duly authorized representatives.

WRMC HOSPITAL OPERATING CORP:

TOWN OF NORTH WILKESBORO:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

