

## **REGULAR MEETING OF THE TOWN BOARD OF COMMISSIONERS OF NOVEMBER 1, 2011**

Town Board Present: Mayor David Wilkes, Vice Mayor John Dotson, Commissioner Larry Rogers, Commissioner Gary Drake, Commissioner Amy Patterson, and Commissioner Dennis DeWolf.

Also Present: Interim Town Manager Robert Zoellner, Planning Director David Clabo, Police Chief Bill Harrell, Recreation Director Selwyn Chalker, Town Engineer Lamar Nix, Town Clerk Rebecca Shuler, MIS/GIS Director Matt Shuler, Town Attorney William Coward, and Recording Secretary Jane Capman.

### **1. Meeting Called to Order**

Mayor Wilkes called the meeting to order at 7:00 p.m.

### **2. Public Comment Period**

Kim Lewicki inquired when the Town would receive the Small Town Main Street funds and was advised by Planning Director David Clabo that it would be at the end of the project.

### **3. Adjust and Approve revised agenda**

Commissioner Gary Drake moved to approve the revised agenda, which was seconded by Commissioner Amy Patterson and the vote was unanimous.

### **4. Approval of October 18, 2011 Minutes**

Commissioner Amy Patterson moved to approve the Minutes of October 18, 2011, which was seconded by Commissioner Dennis DeWolf and the vote was unanimous.

### **5. Reports**

#### **A. Mayor**

Mayor Wilkes advised that the special meeting regarding the presentation by the School of Government is set for December 8, 2011 and not November 8, 2011, as previously announced.

#### **B. Commissioners & Committee Reports**

Commissioner Gary Drake opened for discussion the intersection of Third Street and Main Street stating that the intersection should be for right turns only as it poses a safety issue. Vice Mayor John Dotson inquired if this issue was previously discussed at the time the truck routes were discussed and was advised by Town Engineer Nix that it had not. Police Chief Harrell stated that he had no issues with the right turns only.

After further discussion, Commissioner Gary Drake moved to direct town staff to implement right turns only at the Third Street and Main Street intersection and was seconded by Commissioner Dennis DeWolf. Town Engineer Nix advised that the project would take approximately one (1) month.

Commissioner Amy Patterson inquired if this matter was taken under consideration in the parking study and/or the Small Town Main Street program and was advised by Commissioner DeWolf that it was.

The vote was unanimous.

Commissioner DeWolf discussed the Civic Center and the generator. Recreation Director Selwyn Chalker advised that the Civic Center has no power as of October 31, 2011 due to pulling cables for the generator hook up but the cables were too short. Mr. Chalker advised that power should be restored by Thursday or Friday at the latest.

Commissioner Amy Patterson asked if the Utility Committee had looked into the Rhododendron Trail matter and was advised by the Town Engineer that easements would be needed from each homeowner.

**C. Interim Town Manager**

Interim Town Manager Zoellner discussed the Duke Energy contract with the Board regarding green energy. The Town’s consultant, Kevin O’Donnell, is recommending that the Town execute the contract after his review. After lengthy discussion regarding the reasons why Duke Energy is putting this matter on a fast track and the Town not wanting to be pushed into a contract before it is carefully reviewed, Mr. Zoellner suggested that he would like the Town’s Finance Committee to review the contract. Mayor Wilkes stated that it would be wise to have Mr. O’Donnell review the contract and come back before the Town Board for consideration.

**6. Sick Leave Accrual**

On October 28, 2011, Sonjia Gibson, received correspondence from the Department of Justice requesting information from the Town regarding the current sick leave and annual leave policies for all employees. Upon review of the policy, Ms. Gibson realized that when the employee manual was re-written there were transposition errors made in Section 5 (Sick Leave). Ms. Gibson is requesting that the Town Board amend its Sick Leave Policy to correct the transposition error to Section 5(a) (Manner of Accrual).

After discussion, Commissioner Amy Patterson moved to correct the employee manual to reflect sick leave for “after one year of service” to 80 hours for all other employees, to 84 hours for the Police Department, and “after three years of service” for the Police Department to 126 hours, which motion was seconded by Commissioner Gary Drake and the vote was unanimous.

**7. Macon County Recreation Interlocal Agreement**

The Macon County Board of Commissioners approved a budget with \$495,000.00 allocated to the Town of Highlands for recreation services for the period of July 1, 2011 through June 30, 2012. To assist Macon County and the Town of Highlands, a Special Revenue Fund for Parks and Recreation was established in 2009. It is recommended that the Town Board approve the interlocal agreement with Macon County for Recreation Services for the Fiscal Year 2012 for \$495,000.00.

The Town Board was presented with the following agreement for review and consideration:

**STATE OF NORTH CAROLINA**

**COUNTY OF MACON**

**INTERLOCAL AGREEMENT**

**THIS CONTRACT**, made and entered into this 1st day of November, 2011, by and between the County of Macon, a political subdivision of the State of North Carolina (hereinafter “County”) and the Town of Highlands, a North Carolina municipal corporation (hereinafter “Town”).

**WITNESSETH**

WHEREAS, pursuant to Article 18 of Chapter 160A of the General Statutes of North Carolina, counties and towns may establish parks and provide recreational programs and facilities; and

WHEREAS, the General Assembly of North Carolina has declared that the creation, establishment and operation of parks and recreation programs and facilities is a proper governmental function and that it is the public policy of the State of North Carolina to encourage, foster and provide these programs and facilities for all its citizens (NCGS §160A-351); and

WHEREAS, the County and the Town, through their respective governing boards, agree that it promotes the public welfare and good and general welfare of the citizens of the County

and the Town to cooperatively and jointly undertake the provision of certain parks and recreation facilities and services located in both the Town and the surrounding area of the County; and

WHEREAS, counties and towns may appropriate funds for parks and recreation facilities and recreational programs pursuant to General Statute §160A-355; and

WHEREAS, counties and towns may enter into interlocal cooperation agreements pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the County is the owner of that certain public recreation facility known as the Buck Creek Recreation Park and Zachary Field; and

WHEREAS, the Town is the owner of certain public recreation facilities including a civic center building, swimming pool and bathhouse, four (4) tennis courts, one (1) multi-purpose court, three (3) picnic shelters, a system of walking trails, a ball park on the corner of U.S. 64E and Hickory Street, a performing arts center on Chestnut Street, Pine Street Park and a Dog Park on Foreman Road; and

NOW, THEREFORE, for an in consideration of the mutual recitals, promises and covenants set forth herein, the parties hereto agree as follows:

1. The purpose of this Agreement is to provide for the efficient use, operation and maintenance of certain recreational facilities and the delivery of certain recreational services and programs both in the Town of Highlands and the surrounding area of Macon County, which facilities, services, and programs are more specifically identified in "Attachment 1". Attachment 1 is hereby incorporated herein and made a part of this Agreement.

2. The term of this Contract is from July 1, 2011 to June 30, 2012. This Contract is not renewable.

3. Either party may terminate this Agreement, without cause, upon thirty (30) days advance written notice to the other party.

4. The County agrees, subject to the terms and conditions of this Agreement, to pay the Town a sum not to exceed five hundred thousand dollars (\$495,000) to provide funding for services in accordance with Attachment 1. Unless otherwise first approved in writing by the County Manager, the County shall make payment to the Town in arrears, based upon quarterly invoices from the Town.

5. The Town shall be responsible to the County for one-half of the annual expense of utilities at the Buck Creek Recreation Park facility, which expense shall be deducted from the last quarterly payment due pursuant to Paragraph 4 of this Agreement. The utility expenses will be calculated based on the actual cost of the utilities. Upon request of the Town, the County shall provide documentation of the utility expenses to the Town. In addition, the Town shall be responsible to the County for one hundred percent (100%) of the cost of sand purchased by the County for Town's Facilities, which cost shall be deducted from the last quarterly payment due pursuant to Paragraph 4 of this Agreement. Upon request of the Town, the County shall provide documentation of said cost to the Town.

6. This Agreement is subject to the availability of funds for this particular purpose.

7. Upon request of the County, the Town, at the Town's sole expense, shall account to the satisfaction of the County, for all funds received from the County under this Agreement and all expenditures made from said funds. The Town shall provide the County with an annual financial statement that details the Town's parks and recreation budget under this Agreement.

8. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.

9. This Agreement may be amended only by written agreement of both parties.

10. This Agreement shall be the whole Agreement between the County and the Town with respect to the matters set forth herein.

IN WITNESS WHEREOF, the County has cause this Interlocal Agreement to be ratified and signed by the Chairman of, and attested by the Clerk to, its Board of Commissioners, and its official seal to be hereto affixed, all by authority of said Board duly given; and the Town has caused this Interlocal Agreement to be ratified and signed by its Mayor, attested by the Clerk to its Board of Town Commissioners, and its official seal to be hereto affixed, all by authority of said Board duly given, the day and year first above written.

ATTEST

COUNTY OF MACON

By: \_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
Chairman of the Board

(SEAL)

ATTEST

TOWN OF HIGHLANDS

By: \_\_\_\_\_  
Town Clerk

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

(SEAL)

**CERTIFICATE OF FINANCE OFFICER**

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

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

Finance Officer, County of Macon

**CERTIFICATE OF FINANCE OFFICER**

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

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

Finance Officer, Town of Highlands

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**ATTACHMENT 1**

A. Facilities.

1. The Facilities are:
  - a. County Owned: Buck Creek Recreation Park and Zachary Field
  - b. Town Owned:
    - (i) Civic Center Building, including multi-use gymnasium with stage, fitness facilities and meeting rooms
    - (ii) Swimming Pool and Bathhouse
    - (iii) Four Tennis Courts
    - (iv) Multi-Purpose Court
    - (v) Three Picnic Shelters
    - (vi) System of Walking Trails
    - (vii) Ball Park on corner of US 64E & Hickory Street
    - (viii) Performing Arts Center on Chestnut Street

(ix) Pine Street Park

2. The County will maintain ownership of all the Facilities of Buck Creek Recreation Park and Zachary Field and any improvements thereto. The Town will maintain ownership control of all property committed to recreational services within its corporate limits at the time of this Agreement and any improvements to said property.

B. Services.

1. The Town will provide for the efficient use, operation and maintenance of the Facilities and the delivery of recreational services and programs at the Facilities.

2. The Town will maintain the Facilities and all improvements located there, upon a high standard of quality and will provide adequate security. The town will, through its parks and recreation department or other department to which such activities may be assigned by the Town, promote and supervise recreational programs.

3. Use of the Facilities and participation in any recreation programs offered at the Facility shall be available to any resident of Macon County on an equal basis, without the payment of user fees.

4. All personnel performing Services under the Agreement shall be officers, agents or employees of the Town. The Town shall retain jurisdiction and authority over said personnel, including coverage under the workers compensation laws, as applicable.

After limited discussion amongst the Board members, Commissioner Amy Patterson moved to approve the Macon County Recreation Interlocal Agreement, which was seconded by Commissioner Dennis DeWolf, and the vote was unanimous.

**8. Playhouse Lease**

At the October 18, 2011 Board meeting, Mayor Wilkes stated that since the Playhouse is a Town building, the Town will handle the oversight regarding short and long term assessments, wanting the Town to give its approval for any work (i.e. electrical, roof) to be done and obtain a new re-worded lease.

At the direction of the Board, Town Attorney William Coward added the following language to paragraph VI (Repairs) for the Board's review and consideration:

*The Lessor may, from time to time, and in its sole discretion, provide funds related to repairs of the premises. This shall not constitute a waiver or modification of Lessee's duties and obligations to repair the premises as provided for elsewhere in this lease. Further, no oversight or supervision of such repairs, including the selection of contractors, architects or others, or inspections and approvals by Lessor, shall in any way result in liability of Lessor for damages, injuries, claims or other losses suffered by Lessee, or any other person, including without limitation, actors, audience, members, contractors or subcontractors. Nor shall such activities relieve Lessee of its duties to provide and pay for insurance, and to indemnify Lessor, as provided for herein.*

Town Attorney Coward advised the Board that he added the above language to keep the Town's liability under control. The Town Board reviewed the lease and the above section and after discussion as to oversight regarding substantial repairs, the necessity of permits, the word "substantial" being ambiguous, the necessity of the Town/Playhouse keeping records of all repairs/work performed at the building, having a Board member or staff member on the Playhouse Board, and steps that would place the Playhouse in a breach of contract position, it was ultimately decided that Town Attorney Coward would continue to work on the lease wording and bring it back to the Board for further consideration.

Tina Rogers, Director of the Playhouse was present and discussed the roof work that was done nine years ago and was able to answer questions.

There was further discussion as to insurance coverage and the Board wanting the Playhouse under its “umbrella” as it was discovered that the Playhouse is also paying for insurance.

Mayor Wilkes advised that the Town should have an annual report as to the condition of all Town owned buildings.

Town Attorney Coward requested that two Commissioners work with him as to re-wording of the lease and Commissioners DeWolf and Drake volunteered.

Commissioner Gary Drake moved to rewrite the lease, to place the Playhouse under the Town’s insurance “umbrella” regarding property damage with the Playhouse still carrying its own liability insurance and was seconded by Commissioner Amy Patterson.

Commissioner DeWolf stated that he agreed with the motion but wanted more information. Commissioner Patterson stated that the insurance issue needs to be reviewed. Town Attorney Coward stated that the lease would have to be approved by both the Lessor and Lessee.

Commissioner Amy Patterson stated that she did not want to vote on this issue right now and moved to table it until the Board had additional information, which was seconded by Commissioner Dennis DeWolf. The vote was 4 to 1 with Commissioner Gary Drake voting no.

**9. Resolution for Radio Read Meter loan with RBC**

The following resolution was presented to the Town Board for review and consideration:

**RESOLUTION**

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF \$408,760 WITH RBC BANK (USA) TO FINANCE THE ACQUISITION OF “RADIO READ” WATER METERS, EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Town of Highlands, North Carolina (the “Town”) desires to purchase and install “radio read” water meters for all customers of the Town’s water system (the “Project”) such that water usage can be monitored and billed accurately and efficiently; and

**WHEREAS**, the Town desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF HIGHLANDS, NORTH CAROLINA (the “Town”):**

Section 1. The governing body of the Town does hereby find and determine:

- a) The Town of Highlands proposed the acquisition of “radio read” water meters, which may include fixtures as more fully described in the hereinafter mentioned Contract (collectively, the “Equipment”);
- b) RBC Bank (USA) (“RBC Bank (USA)”) has proposed that the RBC Bank (USA) enter into an Installment Financing Contract with the Unit to finance a portion of the “radio read” water meters and accompanying equipment pursuant to which RBC Bank (USA) will lend the Town then amount of \$408,760 (the “Contract”) and a related Escrow Agreement between the Town and RBC Bank (USA) (the “Escrow Agreement”).

Section 2. The governing body of the Town hereby authorizes and directs to execute, acknowledge and deliver the Contract and Escrow Agreement on behalf of the Town in such form and substance as the person executing and delivering such instruments on behalf of the Town shall find acceptable. The Clerk is hereby authorized to affix the official seal of the Town of Highlands to the Contract and the Escrow Agreement and attest the same.

Section 3. The proper officers of the Town are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and the Contract and the Escrow Agreement.

Section 4. Notwithstanding any provision of the Contract or the Escrow Agreement, no deficiency judgment may be rendered against the Town in any action for breach of a contractual obligation under the Contract or the Escrow Agreement and the taxing power of the Town is not and may not be pledged directly or indirectly to secure any moneys due under the Contract, the security provided under the Contract being the sole security for the RBC Bank (USA) in such instance.

Section 5. The Town covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that interest on the Town's obligations under this Contract will not be included in the gross income of RBC Bank (USA).

Section 6. The Town hereby represents that it reasonably expects that it, all subordinate entities thereof and all entities issuing obligations on behalf of the Town will issue in the aggregate less than \$10,000,000 of tax-exempt obligations, including the Contract (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code during calendar year 2011. In addition, the Town hereby designates the Contract and its obligations under the Contract as a "qualified tax-exempt obligation" for the purposes of the Code.

Section 7. This Resolution shall take effect immediately upon its passage.

Upon motion duly made by Commissioner Gary Drake and duly seconded by Commissioner Amy Patterson, the above resolution was duly adopted by the Town of Highlands Board of Commissioners at their regular meeting held on the 1<sup>st</sup> day of November, 2011 in the Highlands Community Building, 45 Poplar St.

Upon call for a vote the following Commissioners voted in the affirmative: Vice Mayor John Dotson, Commissioner Larry Rogers, Commissioner Gary Drake, Commissioner Amy Patterson, and Commissioner Dennis DeWolf.

And the following Commissioners voted in the negative: N/A

This the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
David Wilkes, Mayor

\_\_\_\_\_  
Rebecca Shuler, Town Clerk

I, \_\_\_\_\_, Clerk for the Town of Highlands, North Carolina, DO HEREBY CERTIFY that a schedule, stating that the regular meetings of the Council are held on the first and third Tuesday of each month at 7pm respectively at 45 Poplar St., was on file with me for at least seven calendar days prior to said meeting, all in accordance with G.S. 143-318.12.

WITNESS my hand and corporate seal of said Town of Highlands, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Rebecca Shuler, Town Clerk

Interim Town Manger Zoellner advised that the above Resolution was correct as the previous one had the incorrect figures. Mr. Zoellner advised the Board that there was in fact a pre-payment penalty, which is a moot point, as the Town will not be prepaying to which Commissioner Patterson agreed.

Commissioner Gary Drake moved to approve the Resolution, as written, which was seconded by Commissioner Amy Patterson and the vote was unanimous.

#### 10. Amendment to Code of Highlands Chapter 15 Utilities

The following Amendment to the Code of Highlands, Chapter 15, was presented to the Town Board for review and consideration:

#### ORDINANCE AMENDMENTS

Pursuant to an affirmative vote on the motion of and by Commissioner \_\_\_\_\_, and a vote of \_\_\_ to \_\_\_ by the Board of Commissioners of the Town of Highlands, at its regular meeting on the 1<sup>st</sup> day of November, 2011, and an affirmative vote on the motion of and by Commissioner \_\_\_\_\_, and a vote of \_\_\_ to \_\_\_ by the Board of Commissioners at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_ 2011 (if necessary) the following ordinances are hereby ADOPTED AND AMENDED as set forth hereinbelow:

#### Chapter 15 Utilities

#### ARTICLE III. ELECTRICITY

**That the Code of Highlands, North Carolina, is hereby amended by adopting a section, to be numbered Sec. 15-6. Minimum Charges, which said section reads as follows:**

*Sec. 15-6. Minimum Charges.*

*Monthly minimum charges are in effect for electricity, water, sewer, and garbage service regardless of usage.*

**That Sec. 15-96. Bills and Sec. 15-97. Deposits. of the Code of Highlands, North Carolina, is hereby amended to read as follows: delete strike out (in bold) and replace with language in bold italics were applicable.**

Sec. 15-96. Bills.

Bills are due and payable within ~~ten (10)~~ **twenty-one (21)** days from the date thereof and normally will be rendered as nearly as practicable at monthly intervals for all service furnished during the previous month, as defined in this article, but the town shall have the option of rendering bills at more frequent intervals.

(Code 1982, § 6.46)

Sec. 15-97. Deposits.

(a) The town may, at any time, require a deposit from a consumer to secure the payment of bills. ~~Interest at the rate of six (6) percent per annum will be paid by the town annually upon~~



~~the first day of January by credit upon consumer's bill upon all deposits which have remained unimpaired for a period of six (6) months or longer. No interest will be paid upon deposits where service is discontinued within a period of six (6) months from beginning of service.~~ Upon final settlement of consumer's account any unused part of the deposit, ~~with accrued interest,~~ if any, will be returned. ~~Interest will be based on full thirty (30) day periods and no fractional parts of such periods or dollars shall be taken into consideration.~~ If consumer refuses to make deposit, upon request of the town, service may be refused or, if already established, discontinued at the option of the town.

(b) If consumer shall fail to pay any bill within a period of ~~ten (10)~~ **thirty (30)** days after date of such bill, town may apply any deposit made by consumer in the liquidation of such bill and, at the option of the town; service may be discontinued until the deposit is reestablished to its full amount.

(Code 1982, § 6.47)

**Full amended text as follows:**

*Sec. 15-96. Bills.*

*Bills are due and payable within twenty-one (21) days from the date thereof and normally will be rendered as nearly as practicable at monthly intervals for all service furnished during the previous month, as defined in this article, but the town shall have the option of rendering bills at more frequent intervals.*

(Code 1982, § 6.46)

*Sec. 15-97. Deposits.*

*(a) The town may, at any time, require a deposit from a consumer to secure the payment of bills. Upon final settlement of consumer's account any unused part of the deposit, if any, will be returned. If consumer refuses to make deposit, upon request of the town, service may be refused or, if already established, discontinued at the option of the town.*

*(b) If consumer shall fail to pay any bill within a period of thirty (30) days after date of such bill, town may apply any deposit made by consumer in the liquidation of such bill and at the option of the town service may be discontinued until the deposit is reestablished to its full amount.*

(Code 1982, § 6.47)

Interim Town Manager Zoellner advised that this matter was discussed at the last regularly scheduled Town board meeting.

As there was no further discussion, Commissioner Amy Patterson moved to approve the Amendment to the Code of Highlands Chapter 15 Utilities, as corrected, which was seconded by Commissioner Gary Drake and the vote was unanimous.

**11. Discuss Town Contracts**

Interim Town Manager Bob Zoellner discussed with the Board the contracts for mowing, restrooms, etc. and that the same should be opened for re-bid. Mr. Zoellner advised that the contractors are willing to negotiate and if there were to be re-bids, the costs could go down. It was stated that there are separate contractors for different areas and Commissioner Dennis DeWolf advised that it is good to spread the contracts out among the local companies.

Commissioner Gary Drake and Vice Mayor John Dotson stated that the contracts need to be re-written and the jobs be defined.

**12. Discuss Recreation Director Job Description**

Commissioner Gary Drake stated that he reviewed the job description for the Recreation Director and advised that Recreation Director Selwyn Chalker does a lot of maintenance. It was suggested that with Mr. Chalker retiring in March, 2012, that two positions be opened: one for a Recreation Director and one as a maintenance position. Commissioner Dennis DeWolf agreed that there should be two positions.

Town Engineer Lamar Nix advised that that department heads could take care of maintenance within their own department and the Town to fill a position for a general maintenance person for all of the Town owned buildings. Vice Mayor John Dotson stated that he fully supports the idea of two positions and that there needs to be focus on separating and describing the two positions. Vice Mayor Dotson further stated that the Town needs to concentrate on hiring a Recreation Director soon in order to have an easy transition.

**13. Discuss Town Clerk Job Description**

Town Clerk Rebecca Shuler advised the Board that she provided information as to the job description to Interim Town Manager Bob Zoellner and advised that she just wanted to make sure that she was doing the job that the Board wanted her to do. Mr. Zoellner advised that he would put together a description.

**14. Closed Session for Personnel under [N.C.G.S. 143-318.11(a)(6)]**

Commissioner Dennis DeWolf moved the Town Board into Closed Session, which was seconded by Vice Mayor John Dotson and the vote was unanimous.

The Board met in closed session pursuant to N.C.G.S. 143-318.11(a)(6)] to discuss personnel matters. No action was taken.

**15. Adjournment**

As there were no further matters to come before the Board of Commissioners, Vice Mayor John Dotson moved to adjourn, which was seconded by Commissioner Gary Drake and upon unanimous vote the Town Board adjourned at 9:20 p.m.

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Mayor David Wilkes

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Jane J. Capman  
Recording Secretary

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Robert Zoellner  
Interim Town Manager

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Rebecca Shuler  
Town Clerk