

**Regular Meeting of the Town Board of Commissioners of January 12, 2011
(Note: Regular meeting scheduled for January 5, 2011 was cancelled due to inclement weather)**

Town Board Present: Mayor David Wilkes, Mayor Pro Tempore John Dotson and Commissioners Gary Drake, Dennis DeWolf, Larry Rogers and Amy Patterson

Also Present: Town Manager Jim Fatland, Public Works Director Lamar Nix, Park & Recreation Director Selwyn Chalker and Interim Planning Director Mark Maxwell

1. Call to order

Mayor David Wilkes called the Town Board Meeting to order at 7:00 P.M.

2. Public Comments

There were no public comments

3. Approve Agenda

There were no changes to the agenda

4. Approve Minutes of December 1, 2010

A motion was made by Commissioner Patterson and seconded by Commissioner DeWolf to approve the December 1, 2010 minutes as submitted. Motion passed unanimously.

Approve Minutes of December 7, 2010

A motion was made by Commissioner Patterson and seconded by Commissioner DeWolf to approve the December 7, 2010 minutes as submitted. Motion passed unanimously.

5. Reports

A. Mayor

Mayor reported that the Business Group Meeting was cancelled due to inclement weather

B. Commissioners

Commissioner Patterson stated that the Town Board approved a Resolution in December for ethics for Commissioners to follow and suggested that we expand guidelines to include management staff. Town Manager Fatland said other agencies have done that as well and would bring back to Town Board a Resolution for Board to consider.

Commissioner Drake said his term will be expiring as an appointee to the Macon County Economic Development Board and would like to continue. Mayor Wilkes reappointed Commissioner Drake with no objection from the Town Board. Drake also suggested that any cancelled meetings be put on the website immediately.

Commissioner Rogers suggested that the Town not plow the snow on Third Street between Spring and SR28 to allow sledding. Consensus was to not plow after next snow event to allow sledding.

C. Committees

No reports.

D. Town Manager

Town Manager Fatland asked Public Works Director Nix to brief the Board on the Town response on the recent snow storms. Board was pleased with Town response from public works employees. Parks & Recreation Director Chalker suggested that the Town may want to purchase new equipment to address sidewalk snow.

6. Appointments to Fire Department

A. Re-elected Chief James “Popcorn” Manley

The Town Board unanimously approved the reappointment of James “Popcorn” Manley as Fire Chief

B. Re-appointment of Olan Vinson to the Town’s Fireman’s Relief Fund as one of the trustees

The Town Board unanimously approved the reappointment of Olan Vinson to the Town’s Fireman’s Relief Fund

7. 2011 Town Board Meeting Schedule

At the Town Board Meeting on November 18, 2009 the Board of Commissioners agreed that two (2) meetings be held each month. One meeting has generally scheduled for the months of July and December.

The following is the proposed 2011 Town Board Meeting Schedule:

<u>Month</u>	<u>Date</u>
January	5 th , 19 th
February	2 nd , 16 th
March	2 nd , 16 th
April	6 th , 20 th
May	4 th , 18 th
June	1 st , 15 th
July	20 th
August	3 rd , 17 th
September	7 th , 21 st
October	5 th , 19 th
November	2 nd , 16 th
December	7 th

Commissioner Patterson recommended that the Town Board meet twice in July.

Motion by Commissioner Drake and seconded by Commissioner Patterson to have two Board meetings in July. Motion passed unanimously.

8. Greenway Trail Construction Contract

The Town of Highlands and the Greenway had agreed by budget to pursue a grant for trail construction on Big Bear Pen Mtn. The budget was based on a grant for \$75,000.00 and matching funds from the Town of \$50,000.00 for a total project of \$125,000.00 . Bid packages went out to ten contractors and four contractors participated in the mandatory pre-bid meeting. On December 3, 2010 at 12:00 noon, two bids were received and opened.

A. Mountain Hardscapes, Inc. in the amount of \$107,400.00

B. Tate Landscaping Services, Inc. in the amount of \$110,859.00

Nix recommended that the bid be awarded to Mountain Hardscapes, Inc. in the amount of \$107,400. Fatland reported that since the bid was below the \$125,000 there would be funds available for contingency. Lamar added that this was a unit based contract and more than likely the final contract will be higher than the award amount based upon final quantities.

Motion by Commissioner Patterson and seconded by Commissioner DeWolf and unanimously approved to award contract to Mountain Hardscapes, Inc. in the amount of \$107,400.

9. Preliminary and Final Subdivision Plat for Highlands Police Department

The Town of Highlands has requested a subdivision to create a separate parcel for the new police department. The separate parcel with the existing building to be renovated is being used for financing purposes. The parcel meets the minimum lot size for the Public Watershed Water Supply III – Balance of Watershed. The setbacks comply with the Zoning Ordinance.

Interim Planning Director Maxwell responded to Commissioner Patterson's question on setbacks. Maxwell reported that the survey met all required setbacks.

Motion by Commissioner Patterson and seconded by Commissioner Drake and approved unanimously.

10. Mutual Aid Agreement with Duke Energy

Duke Energy representatives met with Mayor David Wilkes, Town Manager Jim Fatland and Public Services Director Lamar Nix on Monday December 20, 2010 to discuss emergency readiness and operational issues.

Duke Energy provided the Town with emergency contacts of key personnel to improve communication and coordination during power outages. This information has been distributed to Town Electrical and Administrative personnel. Town provided emergency contact information to Duke.

During the discussion, it was agreed upon that both Duke Energy and the Town of Highlands would be better served through a mutual aid agreement detailed below:

Motion by Commissioner DeWolf and seconded by Commissioner Rogers and passed unanimously.

MUTUAL AID & EMERGENCY ASSISTANCE AGREEMENT

THIS MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT (the "**Agreement**") is entered into and effective on January 5, 2010 (the "**Effective Date**"), by and between Duke Energy Carolinas, LLC with its principal office located at 526 South Church Street, Charlotte, North Carolina 28202 ("**Duke Carolinas**") and The Town of Highlands, located at 210 N. 4th Street, Highlands, North Carolina 28741, (the "**Electric Utility**"). Duke Carolinas and the Electric Utility may sometimes hereinafter be referred to individually as a "Party," a "Requesting Party" or a "Responding Party" or collectively as the "Parties".

WHEREAS, it is in the mutual interest of the Parties to enter into this Agreement whereby each Party may, upon request of the other Party, provide certain electric service restoration and/or maintenance services ("**Emergency Assistance**") when a Party's facilities suffer an outage or are otherwise damaged as a result of acts of the elements, equipment malfunctions, accidents, sabotage or other occurrences where the Parties deem Emergency Assistance to be necessary or advisable ("**Emergency Assistance Event**").

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Parties hereto intending to be legally bound, agree as follows:

1. Emergency Assistance.

Subject to the conditions set forth in this Agreement, the Parties agree to furnish qualified labor and supervision, equipment, materials, and transportation necessary to provide the Emergency Assistance services as requested by the Requesting Party; provided that, neither Party is obligated to provide such Emergency Assistance on any specific occasion, and shall be entitled in its sole discretion to determine whether or not to furnish such Emergency Assistance in response to any specific request.

2. Fees and Terms of Payment.

With respect to each Emergency Assistance Event, Requesting Party shall reimburse Responding Party for all costs and expenses incurred by Responding Party in providing Emergency Assistance as provided herein, unless otherwise agreed to in writing by both Parties; provided, however, that Responding Party must maintain auditable records.

3. Term and Termination.

3.1 Term; Termination for Convenience. Subject to the rights of early termination as set forth herein, this Agreement shall be effective on the Effective Date and continue in full force and effect until terminated by either Party upon written notice to the other Party given not less than thirty (30) days in advance of the date of termination (the "**Term**").

3.2 Termination for Default. A Party may terminate this Agreement immediately and without penalty in the event of a Default by the other Party.

4. Emergency Assistance Events.

4.1 Commencement and Termination. An Emergency Assistance Event shall commence when personnel and/or equipment expenses are initially incurred by the Responding Party in response to the Requesting Party's request, including any request for the Responding Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing. The Emergency Assistance Event shall terminate when such employees and/or equipment have been returned to the Responding Party, and shall include any mandated DOT rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g., cleaning off trucks, restocking minor materials, etc.).

4.2 Emergency Assistance Event Process. To the extent possible, the Parties should reach a mutual understanding and general agreement in advance as to the anticipated duration of the Emergency Assistance Event. For extended Emergency Assistance Events, the Parties will agree on a process for replacing or providing extra rest for the Responding Party's employees. It is understood and agreed that if, in the Responding Party's judgment such action becomes necessary, the decision to terminate the Emergency Assistance and recall employees, contractors, and equipment lies solely with the Responding Party. The Requesting Party will take the necessary action to return such employees, contractors, and equipment promptly.

5. Obligations of the Parties.

5.1 Supervisors. Responding Party shall make available at least one supervisor in addition to crew foremen. All instructions for work to be done by Responding Party's crews shall be given by Requesting Party to

Responding Party's supervisor(s); or, when Responding Party's crews are to work in widely separate areas, to such of Responding Party's foremen as may be designated for the purpose by Responding Party's supervisor(s).

5.2 Safety Rules; OSHA. Responding Party's safety rules as well as all applicable laws including OSHA requirements shall apply to all work done by its employees. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting and Responding Parties.

5.3 Site Access. Requesting Party shall be responsible for providing any necessary access to its Property where Emergency Assistance is to be provided.

5.4 Documentation. Each Party shall, upon request of the other Party, provide any necessary plans, specifications, drawings, or information that may be necessary or useful in the performance of the Emergency Assistance, at no cost to the Requesting Party, but makes no warranty as to the accuracy or completeness of such materials.

5.5 Tools and Equipment. Requesting Party shall indicate to Responding Party the type and size of trucks and other equipment desired as well as the number of employees requested but the extent to which Responding Party makes available such equipment and employees shall be at Responding Party's sole discretion. Responding Party shall be responsible for equipping its employees with the necessary tools, clothing and safety devices in order to provide the Emergency Assistance in a safe and reliable manner, including, but not limited to, fire-retardant or all natural fiber clothing, hard hat, safety shoes, safety glasses, belts, harnesses and other similar tools which are reasonably necessary to perform the Emergency Assistance.

5.6 Support Functions. Unless otherwise agreed by the Parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Responding Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party and for the return trip home. The cost for these in-transit expenses will be reimbursed by the Requesting Party.

6. Rates for Emergency Assistance.

6.1 Requesting Party shall reimburse Responding Party for all reasonably and necessarily incurred costs and expenses by Responding Party as a result of furnishing the Emergency Assistance. Such costs and expenses shall include, but not be limited to, the following:

- (i) Employees' wages and salaries for paid time spent in Requesting Party's service area and paid time during travel to and from such service area; plus Responding Party's standard payable additives to cover all employee benefits and allowance for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, workmen's compensation, employer's liability insurance and other contingencies and benefits imposed by applicable law or regulation.
- (ii) Employee travel and living expenses (meals, lodging and reasonable incidentals).
- (iii) Replacement cost of materials and supplies expended or furnished.
- (iv) Repair or replacement cost of equipment damaged or lost (except due to negligence).
- (v) Charges, at rates internally used by Responding Party, for the use of transportation equipment and other equipment requested.
- (vi) Administrative and general costs, which are properly allocable to the Emergency Assistance to the extent such costs, are not chargeable pursuant to the foregoing subsections.

6.2 Duke Carolinas and the Electric Utility agree to be responsible for payment of any of the charges associated with such Emergency Assistance without up-front estimates. Requesting Party shall pay all costs and expenses of Responding Party within sixty (60) days after receiving an invoice therefore.

7. Insurance.

7.1 Policies. During the term of this Agreement and any renewal or extension thereof, the Parties shall procure and maintain the following insurance coverages with insurers with a minimum A.M. Best rating of A -7, at their own expense [\(except as otherwise provided herein\)](#):

- (i) Commercial General Liability insurance with limits of not less than \$2,000,000 combined single limit liability insurance, on an occurrence basis, for personal injury, bodily injury, death, property damage, and coverage for products and completed operations
- (ii) Workers' compensation insurance with statutory limits and Employee Liability in an amount of \$1,000,000;

- (iii) Automobile Liability insurance covering all owned, hired and non-owned motor vehicles with a combined bodily injury and property damage single limit of not less than \$1,000,000; and
- (iv) Excess Liability coverage in amounts not less than \$2,000,000.

7.2 Certificate of Insurance; Self Insurance. The Parties expressly acknowledge that they shall be deemed to be in compliance with the provisions of this Section if they maintain a self-insurance program. Upon request, each Party shall provide the other Party with certificates of insurance demonstrating that it has obtained the required insurance coverage. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without providing at least thirty (30) days' prior written notice.

8. Indemnity.

8.1 Requesting Party shall indemnify, hold harmless and defend the Responding Party from and against any and all liability for loss, damage, cost or expense which Responding Party may incur by reason of bodily injury, including death, to any person or persons or by reason or damage to or destruction of any property, including the loss of use thereof, which result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Responding Party except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party. Where payments are made by the Responding Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Responding Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Responding Party.

8.2 In the event any claim or demand is made or suit or action is filed against Responding Party alleging liability for which Requesting Party shall indemnify and hold harmless Responding Party under paragraph 7.1 above, Responding Party shall promptly notify Requesting Party thereof, and Requesting Party, as its sole cost and expense, shall settle, compromise or defend the same in such manner as it in its sole discretion deems necessary or prudent. Responding Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend and settle the claim or lawsuit.

9. Environmental Compliance.

9.1 Compliance with Laws. A Party shall not introduce or allow to be introduced on the Requesting Party's Property, or use in the course of performing the Emergency Assistance, or handle, collect, remove, transport or dispose of hazardous materials in violation of any Laws, including 42 U.S.C. Sections 9601 et seq., "Comprehensive Environmental Response, Compensation and Liability Act of 1980" as amended, 15 U.S.C. Sections 2601 et seq., "The Toxic Substances Control Act" as amended, 42 U.S.C. Sections 6901 et seq., "The Resource Conservation and Recovery Act of 1976" as amended. The Responding Party shall implement effective written policies and procedures, within the framework of all applicable laws, as set forth above, for general site safety and the handling, collecting, removing, transporting or disposing of hazardous materials using the highest standards of prudent industry practice for the safety of all employees, agents and representatives.

9.2 Asbestos. If Responding Party performs Emergency Assistance which disturbs friable asbestos and any other material regulated under 40 CFR SECTION 61 OR 763 and/or lead, Responding Party immediately shall notify Requesting Party. The Responding Party shall not manage such friable asbestos and any other material regulated under 40 CFR SECTION 61 OR 763 and/or lead without Requesting Party's prior approval. All materials furnished, delivered or installed by Responding Party and all equipment and tools used by on the Requesting Party's site shall contain less than one percent (1%) asbestos unless otherwise agreed to by the Parties in writing.

9.3 Releases. The Responding Party shall not release any regulated substance on Requesting Party's property. In the event the Responding Party releases any material or substance on Requesting Party's property, the Responding Party immediately shall notify the Requesting Party and, unless otherwise instructed, remediate the release pursuant to all applicable environmental laws, under Requesting Party's direction and to Requesting Party's satisfaction. If the Responding Party fails to remediate a release as set forth above, Requesting Party may in its discretion remediate the release and otherwise perform Responding Party's obligations. Responding Party shall indemnify Requesting Party for Requesting Party's costs in performing Responding Party's remedial activities.

9.4 Hazardous Waste. Responding Party shall notify Requesting Party of any hazardous waste which Responding Party generates on Requesting Party's property. Responding Party shall deliver to Requesting Party for management any such hazardous waste and shall not remove such hazardous waste from Requesting Party's property unless otherwise instructed.

10. Limitation of Liability

Except as provided in Section 8 hereof, Indemnity, neither Party shall be liable, whether based on contract or tort (including negligence and strict liability), under any warranty or otherwise, relating to the Emergency Assistance or this Agreement, for any consequential, indirect, special, or incidental loss or damage, including any loss of use of, property, equipment or systems, loss by reason of plant shutdown or service interruption, costs of capital or expenses thereof, loss of profits or revenues or the loss of use thereof, or cost of purchased or replacement power (including additional expenses incurred in using existing power facilities). All the provisions of this Section shall also protect directors, officers, employees, agents of the respective Party and shall apply regardless of the fault (excluding gross negligence or willful misconduct), negligence or strict liability of the respective Party and its directors, officers, employees or agents.

11. Independent Contractor

Employees of Responding Party shall at all times during the Emergency Assistance period continue to be employees of Responding Party and shall not be deemed employees of Requesting Party for any purpose. Responding Party shall be an independent contractor of Requesting Party and wages, hours and other terms and conditions of employment of Responding Party shall remain applicable to its employees during the Emergency Assistance period.

12. Governing Law.

This Agreement shall be governed by the laws of the State of North [South] Carolina, except that the North [South] Carolina conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

13. Audit.

The Parties shall have the right at all reasonable times during the performance of the Emergency Assistance and for a period of three (3) years thereafter to inspect and audit the other Party's accounting books and records, as well as all technical project books and records relevant to any Emergency Assistance performed under this Agreement and to obtain accurate data with respect to total costs incurred in order to provide the Emergency Assistance. If any audit by a Party reveals charges or costs charged to or paid which are not proper or exceed the rates or amounts permitted hereunder for any such matters, then such Party shall be entitled upon demand for a refund from the other Party of all such amounts, plus interest thereon from the date of payment until the date of refund a rate of the lesser of (a) one percent (1%) per month or (b) the maximum rate allowed by law.

14. Entire Agreement

This Agreement embodies the entire agreement between Duke Carolinas and the Electric Utility. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth above. No changes, modifications, or amendments to any terms and conditions in this Agreement are valid or binding unless agreed to by the parties in writing by their authorized representatives.

15. Survival.

The indemnity, limitation on liability, confidentiality and audit sections of this Agreement shall survive the termination, cancellation, or expiration of this Agreement.

DUKE ENERGY CAROLINAS, LLC

BY: _____
TITLE: _____
DATE: _____

THE TOWN OF HIGHLANDS

BY: _____
TITLE: _____
DATE: _____

11. Revision to Town Ordinances for Consistency with Town Charter Amendment for Council-Manager Form of Government

Mayor Wilkes called upon each Commissioner to share their thoughts on the proposed revision to Town Ordinances for consistency with Town Charter Amendment for Council Manager Form of Government.

Commissioner Patterson opened the discussion and felt that the present hybrid form of government be continued since power should not rest with one person. Patterson felt that the Zoning Administrator and Police Chief should continue to report to the Board of Commissioners. Commissioner Patterson made the motion to continue the current form of government. The motion was seconded by Mayor Pro Tempore Dotson. Mayor Wilkes called upon Commissioners for their comments.

Commissioner Drake said he was not in agreement with the motion. The Town Manager should have day to day control over operations. As an organization we need a chain of command directed through the Town Manager. The Town Manager should oversee all Department Heads.

Commissioner Rogers said we do need a chain of command and added too many bosses is not good for the organization. However, he did strongly suggest that we add that before the Town Manager terminates a Department Head, he must come before the Board in closed session before taking action.

Commissioner Patterson commented that having firing as a threat under one person does not build "team effort".

Commissioner Dotson said our current government structure does not set forth a requirement that the Town Manager come before the Board prior to a termination.

Town Attorney Coward suggested that the Board could in fact include language in the ordinance requiring the Town Manager come before the Board in a closed session prior to a termination action.

Commissioner Drake said it does not make sense for the Public Works Director report to the Town Manager while the Planning Director and Police Chief report to the Town Board.

Mayor Wilkes said one important facet of the Council Manager Form of Government is the Town Manager is accountable to the Town Board. It is the Town Manager's responsibility to work with the Department Heads to carry the day to day operations. The Mayor did not want a Department Head to work against the Town Manager. We need a "team effort". Having the Planning Director and Police Chief reporting to the Town Board with all other Department Heads reporting to the Town Manager doesn't make any sense.

Commissioner DeWolf said he has spent a great deal of thought on this issue and has written his comments. He said he would like to read his statement. DeWolf's statement follows:

Over the last several weeks we as council members have had considerable reflection & discussion about our council-manager form of government. The more thought I have given to the subject the more convinced I am that the new form of government we have embraced and accepted is the most appropriate and effective structure we could possibly have for a community our size. In the past many months of operation, despite some setbacks, we've experienced more new and fresh ideas and the motivation to think out of the box in approaches to problem solutions. The recent past evidence of sound financial, public works & recreational planning in association with council committee participation under the guidance of the manager certainly has helped to create a positive atmosphere of open communication through the process of deliberation.

Part of the personal reflection I mentioned earlier is recognizing the experience and talent that our present manager and future manager's to come can and will bring to the table in managing and coordinating the efforts of our employees. We've expected in the every workday matters of government services personnel that our manager will seek out the best solutions and goals that are reasonably achievable and build upon the known and yet to be discovered talents of our employees. With the tiered levels of responsibility of each person and open lines of communication the groundwork appears as if it functions well. Inherent in the manager's responsibilities is recognizing the need to re-

direct certain employees into different avenues of responsibility or in some cases the need to fire another. As it has been in the past our manager has respectfully presented his findings and assessment to the board/council in closed session for their endorsement which I feel is an important step in open communication and should be accepted practice.

No doubt the most difficult aspect of our transition to the council-manager form of government has been the change in our relationship with the employees who are the mainstay of our valuable services to the community. Although it was understood by the governing board at the time the decision was made to change our structure we as commissioners would be somewhat distancing ourselves from those employees I felt then and do now that some form of our direct individual communication is essential to augment the manager's responsibilities in personnel management. Obviously any of that communication with employees should be well within the bounds of ethics and not counterproductive to the healthy positive spirit that we are all possessed to see paramount in our interworking relationships together. Beyond the positives of open communication with the employees is the need for the council to have the tools to effectively evaluate the manager's effectiveness in personnel management.

The conclusion I've finally come to at this point is that the present and future town manager should, subject to the circumstances and conditions outlined above, have the power to hire and fire any and all personnel (excluding our attorney and clerk as yet to be named). I realize by saying so that it does somewhat increase the complexity of that person's responsibility by including the commissioners in that inter-relationship but it also becomes the check and balance, when handled with sensitivity, that prevents town management evolving into an autonomous position of authority.

What I have expressed here is a summation of my thoughts and conversations with many friends outside of our community which after further research I discovered very much aligned with many of the statements made in the Municipal Government in North Carolina second edition edited by David Lawrence entitled Governance in Council-Manager Cities.

Mayor Wilkes stated we have a motion on the floor to continue with our form of government. The Mayor called for a vote.

Ayes: Commissioners Dotson and Patterson
Noes: Commissioners DeWolf, Drake and Rogers

Town Attorney Coward offered a motion that the Board to consider which is as follows:

- 1) Authorize Town Attorney to revise Town Ordinances to be consistent with Town Charter Amendment for Council Manager Form of Government whereby all Department Heads report to Town Manager. Town Manager should consult with Town Board in a closed session prior to making a termination of a Department Head.
- 2) Forward to Planning Board a request to amend Zoning Ordinance to be consistent with Town Charter Amendment for Council Manager Form of Government whereby Zoning Administrator (Planning & Development Director) reports to Town Manager.
- 3) Set Public Hearing for February 2, 2011 to consider approval of revision to Town Ordinances to be consistent with Town Charter Amendment for Council Manager Form of Government whereby all Department Heads report to Town Manager. Town Manager should consult with Town Board in a closed session prior to making a termination of a Department Head.

Mayor Wilkes suggested that any Town Employee that is terminated would be brought to the Town Board prior to the final decision.

Commissioner Drake made the motion to approve motion as presented by Town Attorney including the change suggested by the Mayor to be any employee. Motion was as follows:

- 1) Authorize Town Attorney to revise Town Ordinances to be consistent with Town Charter Amendment for Council Manager Form of Government whereby all Department Heads report to Town Manager. Town Manager should consult with Town Board in a closed session prior to making a termination of a Town Employee.
- 2) Forward to Planning Board a request to amend Zoning Ordinance to be consistent with Town Charter Amendment for Council Manager Form of Government whereby Zoning Administrator (Planning & Development Director) reports to Town Manager.
- 3) Set Public Hearing for February 2, 2011 to consider approval of revision to Town Ordinances to be consistent with Town Charter Amendment for Council Manager Form of Government whereby all Department Heads report to Town Manager. Town Manager should consult with Town Board in a closed session prior to making a termination of a Town Employee.

Motion was seconded by Commissioner Rogers.

Ayes: Commissioners Drake, Rogers and DeWolf
Noes: Commissioners Dotson and Patterson

Closed Session:

Motion was made and unanimously approved to go into closed session to discuss a real property acquisition matter.

Open Session:

Mayor called meeting back to open session and reported no action taken.

Adjourn:

Motion was made to adjourn and unanimously approved. Meeting adjourned at 8:32 PM

Town Manager

W. David Wilkes
Mayor