

REGULAR BOARD MEETING of February 6, 2008, with Mayor Don Mullen and Comms. Amy Patterson, Hank Ross, Dennis DeWolf, Larry Rogers, and John Dotson present.

Also present were Richard Betz, Lamar Nix, Joe Cooley, Josh Ward, Kim Lewicki, Linsey Wisdom, Eric NeSmith, Alan Marsh, Hillrie Quin, Bob Kieltyka, Melody Spurney, Terry Davis, David Wilkes, Sandra Baty, Bill Rethorst, Michael Dixon, Gary Schmitt, Glenda Bell, Nancy Hart, Frank Davis, and many others.

I. Call to Order.

The Mayor called the Regular Board Meeting to order at 7:00 p.m.

II. Approval of Agenda.

Copies of the agenda had been distributed by mail. The Town Administrator requested removal of two items, consulting with the Town Attorney in Closed Session and request from the Chamber of Commerce for a Highlands Auto Festival, and addition of one item, request for use of public street for construction activities. It was agreed that the latter item would be considered as the first item of Old Business.

MOVED BY COMM. PATTERSON, SECONDED BY COMM. DOTSON, AND UNANIMOUSLY CARRIED TO APPROVE THE AGENDA AS AMENDED.

III. Approval of Minutes.

Copies of the minutes of the January 16 Public Hearing and Regular Board Meeting had been distributed by mail.

MOVED BY COMM. DEWOLF, SECONDED BY COMM. ROSS, AND UNANIMOUSLY CARRIED TO APPROVE THE MINUTES AS DISTRIBUTED.

IV. Public Comment Period.

The Mayor stated that this was the public comment period required by law.

Commissioner Larry Rogers said that he appreciated all of those attending the meeting and wished more citizens would come out.

V. Reports.

1. The Mayor reported that a tentative date of March 18 had been set for a joint meeting with the County Commissioners. Comms. Patterson and Dotson were scheduled to attend the next Commissioners meeting on February 11. Because two Commissioners would be out of Town and there was nothing on the agenda, the Mayor also suggested cancelling the regularly-scheduled February 20 meeting; the Board agreed by consensus.

2. Comm. Ross reported that the Land Use Committee had met on January 23 and discussed procedures in the Planning Department and a possible joint meeting with the Planning Board; the Mayor agreed that a joint meeting would be a good idea. The Board agreed to discuss a joint meeting at the February 27 Special Board meeting already scheduled. Comm. Ross also reported on the Occupancy Tax Task Force, which had recommended to the County Board that the entities handling the tax enter into contracts with the County and develop a Tourism Development Commission. The TDC will present a work plan, budget, and audit annually, but unlike a Tourism Development

Authority funds will be kept on a local level. He also reported that the County had issued the remaining funds for the Pine Street Park project, amounting to \$200,000. He thanked the Town for its initial \$300,000 donation, the Land Trust which had committed at least \$50,000, many citizens in Town who had donated \$325,000, and Mark Meadows.

Comm. DeWolf reported that the Recreation Committee would meet at 5:00 p.m. on Tuesday, February 12, at the Recreation Park.

3. Each Board member had received copies of the Town Engineer/Public Service Administrator's report for the month. Lamar Nix was present and reported that the Lake Sequoyah Dam inspection had gone well; the necessary repairs had already been scheduled. Fencing of the water tanks required by DENR had also been approved, and silt had been removed from the lower raw water intake by Mountain Environmental.

He also reported that Doug Helms had requested permission to extend the Town sewer along the north side of Chestnut Street from Fifth Street to his property line, a distance of approximately 200 feet and one manhole; he would be paying the entire cost and thus the extension conformed to policy.

MOVED BY COMM. ROSS, SECONDED BY COMM. PATTERSON, AND UNANIMOUSLY CARRIED TO APPROVE THE REQUEST.

4. Each Board member had received a copy of the Police Chief's report for the month; Chief Bill Harrell had not been able to attend due to illness.

5. Each Board member had received a copy of the Recreation Director's written report for the month; Selwyn Chalker was present to review the report. He said that the fitness equipment had been ordered and the carpet was scheduled to be put down. He also said that he had received three informal bids on painting the fitness rooms and stairwell, the lowest was \$5,500. He also requested permission to employ Anna Getchell at the front desk on a part-time basis on weekends; the Board approved by consensus.

6. Each Board member had received a copy of the Town Planner/ Zoning Administrator's written report for the month; Joe Cooley and Josh Ward were present. Mr. Cooley said that the Planning Board had expressed a need for better communication with the Board; he would be continuing to attach minutes of their meetings to the monthly report. They had also expressed an interest in sitting in on Land Use Committee meetings, were interested in a joint meeting, and hoped Commissioners would sit in on their meetings. He had prepared a memo for them on the restaurant parking issue for review, and had been asked to draft two ordinances regulating on-street and dual use parking credits; the ordinances would be discussed at a Special Meeting on February 11. They had also recommended that a Parking Study be conducted; the last one had been conducted 20 years ago.

7. Each Board member had received a copy of the Treasurer's Report for the month.

MOVED BY COMM. ROSS, SECONDED BY COMM. ROGERS, AND UNANIMOUSLY CARRIED TO ACCEPT THE TREASURER'S REPORT.

8. The Town Administrator reported that he and the Town Engineer had met on January 25 with County Manager Jack Horton and County Solid Waste Director Chris Stahl to discuss the Solid Waste Transfer Station off Rich Gap Road. The County officials had outlined an agreement calling for the County to construct, own, and operate the facility, with the Town donating \$475,000 toward the cost. A transfer fee of \$8.75/ton would be added to the current \$58/ton landfill tipping fee for the first year. Copies had been included in the agenda package, and e-mailed to each Commissioner the previous week, of a proposed agreement drafted by the County Attorney. He said the County would like approval in concept so that they could proceed with funding.

MOVED BY COMM. PATTERSON, SECONDED BY COMM. DEWOLF, AND UNANIMOUSLY CARRIED TO APPROVE THE AGREEMENT IN CONCEPT.

The Town Administrator also reported that he, the Town Engineer, the Planning Director, and the Code Enforcement Official had met with engineers from McGill & Associates and reviewed a draft prepared by McGill of a Stormwater Ordinance. Staff would be reviewing the document.

Each Board member had also received a copy of an invitation from the Chamber of Commerce to its annual retreat on the afternoon of March 19 at the Community Building.

The Town Administrator also asked for authorization to sell three surplus vehicles: a 1994 Ford F-250 service truck and a 1997 Tennant 800 street sweeper, recently replaced by new vehicles, and the Recreation Department's 1992 Ford Club van; he said that the 15-passenger van had been identified as a problem vehicle by Risk Management and was seldom used anymore.

MOVED BY COMM. PATTERSON, SECONDED BY COMM. ROGERS, AND UNANIMOUSLY CARRIED TO SELL THE FOREGOING VEHICLES TO THE HIGH BIDDER.

The Town Administrator also distributed copies of a report he had prepared on the status of Land Use Plan Priorities that the Planning Board had been working on, and a memorandum on a new program of changing out water meters to Automatic Meter Reading devices.

VI. Old Business.

1. Terry Davis was present from McCarroll Construction with a request to close portions of Church Street and Fifth Street for the demolition and construction of a Faith and Fellowship Hall for First Presbyterian Church. Comms. DeWolf and Ross both disclosed that they were involved in the design of the project. Mr. Davis submitted a plan showing staging areas and a construction trailer in the parking areas on the two streets, and said that a chain link construction fence would also be erected; it was expected that workers would park within these areas or on Pine Street. The street would not be closed except when a crane was being placed in position, and the request was for 12 months.

MOVED BY COMM. PATTERSON, SECONDED BY COMM. ROGERS, AND UNANIMOUSLY CARRIED TO APPROVE USE OF TOWN STREETS FOR CONSTRUCTION ACTIVITIES, PER THE PLAN SUBMITTED, FROM FEBRUARY 6, 2008 THROUGH FEBRUARY 6, 2009.

2. David Wilkes was present to discuss the property north of Maple Street owned by the Town of Highlands, which he thought would be large enough to contain a new ABC store and parking lot. He proposed the same idea as the current ABC store: that they construct the building, give it to the Town, and lease it back over 30 years; he requested general approval to proceed. Comm. Ross asked about access to the old Sewer Plant, and also the Greenway Trail; he wondered what impact it would have on recreation land and thought the Board should think about it before spending time and money on the project. Comm. DeWolf agreed; he said he would like to know in the early stages if access could be maintained. Comm. Patterson said the Board would like to see the property depicted on paper. The Town Engineer said that the Sewer Plant needed to be accessed often, but he thought a road could be constructed from Oak Lane. Mr. Wilkes offered to obtain a survey of the property.

3. The Board then considered several amendments to the Zoning and Subdivision Ordinances recommended by the Planning Board, subject of a December 5 public hearing, as follows:

Subdivision Ordinance Road Standards

The proposed amendments permitted 18% grade for subdivision roads provided they were paved, permitted 12-foot one-way loop roads, and permitted 12-foot roads serving subdivisions of five lots or less no longer than 300 feet. The Board discussed the proposals at length; Comm. Patterson reiterated concerns expressed at previous meetings about safety and the possibility of re-subdividing lots. After considerable discussion the Board agreed by consensus to send the amendments back to the Planning Board.

Extension of Prohibition of "Big Boxes"

The Mayor wondered why this amendment was needed. The Town Administrator agreed; he said that he had recommended against its adoption while he had been Interim Town Planner because it was ambiguous and it created several non-conforming buildings. The Planning Director agreed that 15,000 SF was much smaller than most "Big Boxes."

MOVED BY COMM. ROGERS, SECONDED BY COMM. ROSS, AND CARRIED, NOT TO ADOPT THE AMENDMENT. Comms. Rogers, Ross, and Dotson voted "aye," and Comms. Patterson and DeWolf voted "nay."

Setbacks on Town Hall Property

A proposed amendment had been sent to the Planning Board waiving setbacks on the Town Hall property, prompted by the conceptual plans for the new Town Hall; the recommendation was to waive it only on Fourth Street. Comm. DeWolf said he had a concern with that; he felt setbacks should also be waived on Oak Street, pointing out that the property was similar to B-1 property.

MOVED BY COMM. DEWOLF, SECONDED BY COMM. PATTERSON, AND UNANIMOUSLY CARRIED TO ADOPT THE FOLLOWING AMENDMENT OF THE ZONING ORDINANCE:

Replace paragraph 208.6, Setbacks, with the following:

"No building within the GI Governmental/Institutional District may be erected within twenty-five feet of the right-of-way line of any public or private road, nor within ten feet of the property line of an adjoining ownership, except that on the site of the Town Hall property, circumscribed by Oak Street, Maple Street, and Fourth Street, there shall be no setback from Fourth Street or Oak Street; if no right-of-way line is defined among the public records of Macon County, North Carolina, no building may be erected within fifty-five feet of the road centerline of a North Carolina or U. S. primary route, nor within forty feet of the road centerline of any other public or private road."

Outdoor Display of Merchandise

An amendment permitting outdoor display of merchandise had been recommended by the Planning Board, and the Board discussed it at some length. Comm. Patterson reiterated earlier concerns over the appearance of the downtown area; Comm. Rogers said he felt property owners paid high taxes for Main Street property and should be permitted to display merchandise provided it did not obstruct sidewalks. Comm. Ross thought the Planning Director's comments on the issue in a written report were pertinent; he would like to see some display, but limit it to a maximum area.

MOVED BY COMM. ROGERS, TO ADOPT THE AMENDMENT AS RECOMMENDED. There was no second to the motion.

Comm. Dotson felt that the current requirement should be re-affirmed, but with a specific list of exceptions rather than the ambiguous language in the Ordinance. Alan Marsh was present and said he agreed with this idea.

MOVED BY COMM. DOTSON, SECONDED BY COMM. DEWOLF, AND UNANIMOUSLY CARRIED TO ADOPT THE FOLLOWING AMENDMENT OF THE ZONING ORDINANCE:

Replace Section 114 with the following:

"It shall be unlawful for any commercial business to display goods, wares, or merchandise outside the building in which said business is conducted. The following are exempted: produce, firewood, fertilizers, and garden plants. Such merchandise shall in no way obstruct a public walkway required by the North Carolina State Building Code."

Perennial Streams

The Planning Director recommended that this amendment be tabled because of action being currently undertaken by the North Carolina Department of Environment and Natural Resources.

MOVED BY COMM. ROSS, SECONDED BY COMM. PATTERSON, AND UNANIMOUSLY CARRIED TO TABLE THIS PROPOSED AMENDMENT.

Landscape Requirements

The proposed amendment had been drafted by UNC's Carolina Environment Program intern Brian Levo and was intended to consolidate contradictory landscaping requirements in the Ordinance.

MOVED BY COMM. DEWOLF, SECONDED BY COMM. PATTERSON, AND UNANIMOUSLY CARRIED TO ADOPT THE FOLLOWING AMENDMENT OF THE ZONING ORDINANCE:

* * *

a. Replace Section 205.3(G)(5) and Section 206.3(G)(5) with the following:

"All such storage yards which adjoin or are visible from a public road shall be screened from view by appropriate fencing or landscaping in accordance with Appendix D of this Ordinance."

b. Replace last sentence of second paragraph of Section 207.10 with the following:

"To protect and preserve the natural environment and beauty of the Town of Highlands, any new landscaping is encouraged to consider the list of recommended locally adapted and native species identified in Appendix D of this Ordinance."

c. Replace 702.2(A)(6), including its sub-paragraphs, with the following:

"To protect and preserve the natural environment and beauty of the Town of Highlands, any landscaping plan is encouraged to conform to the list of recommended locally adapted and native species in Appendix D of this Ordinance."

d. Add the following paragraphs to Appendix D:

"E. List of Approved Materials.

"(a) Large or medium hardwood canopy trees: Red Maple, Sugar Maple, Striped Maple, Yellow Birch, Sweet Birch, American Beech, Tulip Poplar, Sourwood, Sassafras, Shingle Oak, Chestnut Oak, Scarlet Oak, Northern Red Oak, White Oak, Black Gum, Black Locust, Black Walnut, Frasier Magnolia, Cucumber, Magnolia, White Ash, Black Cherry, American Chestnut, Chinquapin, Pignut Hickory, Mockernut Hickory, Red Hickory, American Basswood, and White Basswood.

"(b) Large or medium evergreen canopy trees: White Pine, Pitch Pine, Table Mountain Pine, Virginia Pine, Balsam Fir, Red Spruce, Eastern Hemlock, and Carolina Hemlock.

"(c) Small flowering understory trees: Downy Serviceberry, American Holly, Mountain Holly, American Hornbeam, Carolina Silverbell, Flowering Dogwood, Alternateleaf Dogwood, Silky Dogwood, Pagoda Dogwood, Fringe-Tree, Yellowleaf Hawthorn, Fanleaf Hawthorn, Dotted Hawthorn, Dwarf Hawthorn, American Mountain Ash, Persimmon, Eastern Red Cedar, Mountain Sweet Pepper Bush, Yellow Buckeye, Southern Crabapple, and Sweet Crabapple.

"(d) Shrubs: Bristly Locust, Clammy Locust, Witch-Hazel, Smooth Sumac, Nine Bark, Lowbush blueberry,

Highbush blueberry, Mountain Myrtle, Bushy St. Johnsworth, Shrubby St. Johnsworth, Eastern Sweetshrub, Smooth Azalea, Flame Azalea, Pinkshell Azalea, Pinxter Azalea, Catawba Rosebay Rhododendron (Maximum and Minus), Carolina Laurel, Mountain Laurel, Mapleleaf Viburnum, Southern Arrowwood, Possumhaw, Wild Hydrangea, Oakleaf Hydrangea, and Silverleaf Hydrangea.

"F. List of Disallowed Materials.

"(a) Trees: Tree-of-Heaven, Silk Tree), Princess Tree, Chinaberry Tree, Tallow Tree, Norway Maple, Paper Mulberry, White Mulberry, White Poplar, and Russian Olive.

"(b) Shrubs: Silverthorn, Autumn Olive, Winged Burning Bush, Chinese Privet, Japanese Privet, Amur honeysuckle, Morrow's honeysuckle, Tatarian honeysuckle, Sweet-breath-of-spring, Bell's honeysuckle, Sacred Bamboo, Multiflora Rose, Macartney Rose, Cherokee Rose, Japanese Barberry, Japanese Knotweed, and Wineberry.

"(c) Vines: Oriental Bittersweet, Climbing Yams, Winter Creeper, English Ivy, Japanese Honeysuckle, Kudzu, Common Periwinkle, Bigleaf Periwinkle, Chinese Wisteria, Japanese Wisteria, Mile-a-minute, and Porcelain Berry,

"(d) Grasses: Giant Reed, Tall Fescue, Red Fescue, Cogongrass, Nepalese Browntop, Chinese Silvergrass, and Golden bamboo."

* * *

Greenways Amendments

The amendments had been recommended by the Greenways Committee and had been worked on by Brian Levo, the Town Attorney and the Planning Director.

MOVED BY COMM. ROSS, SECONDED BY COMM. DEWOLF, AND UNANIMOUSLY CARRIED TO ADOPT THE FOLLOWING AMENDMENTS OF THE ZONING ORDINANCE:

* * *

a. Re-number Section 709II, Paragraph (D), No. (1). Add the following:

"(2) A petition for reclassification of property to a conditional zoning district pursuant to this section, where such property is located partially or entirely within the Highlands Greenway, as shown on the "Town of Highlands Greenway Plan Map," shall not be granted without the dedication to the Town of Highlands of a recreation easement for a strip of property for said Greenway ranging between twenty-five (25) and fifty (50) feet in width, as determined to be necessary by the Town in its sole discretion, to promote the purposes of the Greenway project. Upon the effective date of a resolution of the Board of Commissioners that an easement dedicated to the Town of Highlands is no longer required for the Highlands Greenway, the easement shall terminate and the Town shall, upon request of the owner, and at the owner's expense, file in the Register of Deeds for Macon County an instrument providing for such termination as a matter of public record."

b. Add the following to Sections 201.4, 202.5, 203.5, 204.5, 205.5, 206.5, 207.5, 213.5(C), and 214.5(B):

". . . except that when an easement on the property is dedicated to the Town of Highlands for the Highlands Greenway, the minimum lot size may be reduced by the amount of land granted within the easement.:

c. Add the following to Sections 209.3, 209A.3, 210.3, and 211.3:

". . . or when a portion of the property is dedicated to the Town of Highlands for the Highlands Greenway, in which case the lot size may be reduced by an amount equal to the area dedicated to the Town of Highlands on that lot."

- d. Add the following paragraph to Sections 201.6, 202.6, 203.6, 205.6, 206.6, 207.6, 208.6, 213.6, 214.6, and 214.6:

"Where an easement has been granted to the Town of Highlands for the purpose of extending the Highlands Greenway, the Greenway easement or the portion of the lot dedicated as a part of the Greenway shall not affect required setbacks from property lines, provided, however, that if the easement is terminated under Section 709II, Paragraph (D)(2), the setback requirements shall again apply except as to improvements completed or substantially completed prior to such termination."

- e. Delete paragraph 209.6(B), 209A.6(B), 210.6(B), and 211.6(B), and add the following paragraph (C) to said sections:

"(C) No new development is allowed in the buffer except for water dependent structures, as defined by this Ordinance, and public projects such as road crossings and greenways where no practical alternative exists. These activities should minimize built-upon surface area, direct runoff away from the surface waters and maximize the utilization of stormwater Best Management Practices. Trails and paths constructed within the Highlands Greenway, as shown on the Town of Highlands Greenway Plan Map, shall be provided with a minimum twenty (20) foot vegetative buffer between the perennial stream and the nearest edge of the Greenway. Such buffers shall be composed of any of the recommended locally adapted and native species identified in Appendix D of this Ordinance. Surfaces of trails and paths may be a maximum of ten (10) feet in width, and may consist of asphalt or any other impermeable or permeable surfaces. These trails and paths must possess a cross slope of two percent (2%) directed away from the perennial waterways to which they are adjacent. In addition, to insure proper stormwater runoff, catch basins with drains and underground culverts may be required."

- f. Add the following definition to Article 1000:

"Greenway or Highlands Greenway. An area for pedestrian use dedicated by easement to the Town of Highlands or dedicated by conservation easement to promote the purposes of the Highlands Greenway. Said map is adopted simultaneously herewith, may be amended from time to time in accordance with Section 706 of this Ordinance, and shall be permanently kept on file in the office of the Town Clerk."

* * *

- 3. Copies of a proposed Pole Attachment Ordinance, replacing the existing Ordinance, had been prepared by the Town Attorney and Ed Sullivan of McGavran Engineering, and had been included in the agenda package; it also incorporated recommendations of Town staff, and had been approved by the Town Attorney.

MOVED BY COMM. DEWOLF, SECONDED BY COMM. ROGERS, AND UNANIMOUSLY CARRIED TO APPROVE THE AMENDMENT OF THE POLE ATTACHMENT ORDINANCE, AS FOLLOWS:

* * *

AN ORDINANCE REGULATING THE ATTACHMENT OF CABLES, WIRES, AND APPARATUS TO THE POLES OF THE TOWN OF HIGHLANDS

Adopted February 6, 2008

- 1. The Town of Highlands finds that it would be in its best interest to regulate the use of its utility poles by entities providing cable television, telephone, or similar services within the Town. The purpose of this Ordinance is to provide for the safe and orderly use of its poles.
- 2. This Ordinance shall be known and may be cited as "The Pole Attachment Ordinance of the Town of Highlands, State of North Carolina".
- 3. Definitions.

(a) "Pole" shall mean any utility pole within the corporate limits of the Town of Highlands and owned by the Town of Highlands.

(b) "Pole Attachment" or "Attachment" shall mean a physical connection, by any means, of a cable, wire, or other medium or facility by which communications signals of any kind are transmitted by a Licensee in the normal course of its operations.

(c) "Facilities" shall mean the cables, apparatus, equipment, material, instruments, and devices appurtenant to or associated with a Licensee's business and being an "attachment".

(d) "Person" shall mean any natural person, partnership, corporation, association, joint venture, or organization of any kind that uses the Town's poles. This term shall include all successors, transferees, and assignees of such entities.

(e) "Licensee" shall mean any person who is required by the terms of this Ordinance to have a permit as required by this Ordinance.

(f) "Transferring" shall mean the removing of any attachment from one pole and placing it upon another pole.

(g) "Rearranging" shall mean the moving of attachments from one position on a pole to another position on the same pole.

(h) "Change in Character of a Circuit" shall mean any reconfiguration of the pole or pole-mounted appurtenances in order to accommodate joint use of the pole, e.g. an increase in vertical clearance.

(i) "Town" shall mean the Town of Highlands, North Carolina.

(j) "Rules" shall mean:

- i. the National Electrical Safety Code (NESC);
- ii. the Occupational Safety and Health Act (OSHA);
- iii. the Rural Utility Service (RUS)/Rural Electrification Administration (REA);
- iv. County ordinances;
- v. State statutes, codes and regulations;
- vi. Good utility practice;
- vii. This Ordinance; and
- viii. All other applicable Town ordinances.

4. Permit required. No person shall make or maintain any attachment to a pole owned by the Town, nor modify or change any existing attachment, change any pole loading, or over lash any existing attachments on any pole, without first requesting and obtaining from the Town a written permit authorizing such work, pursuant to this Ordinance, including the payment of all amounts due hereunder.

5. Authorization required. No permit shall be issued except to applicants who are duly authorized to erect and maintain facilities within public streets, highways and other thoroughfares of the Town, who have secured or shall secure, prior to submitting any application for pole attachments hereunder, all necessary consents, franchises or other authorizations from Federal, State, or Municipal authorities and from the owners of property on which the Town's poles are located, to construct and maintain facilities at the poles that are the subject of the application. If a Licensee

has no such authority or fails to provide same to the Town upon request, then no permit will be granted and any such permit that may have been granted shall be revoked at the Town's option. Should a Licensee lose such authority after issuance of a permit, the permit shall be revoked.

6. Effect of Permit. The holding of a permit by a Licensee shall constitute for all purposes the Licensee's agreement to abide by each and every provision of this Ordinance.

7. Permit Fee. The amount of the fee to be paid for an initial permit shall be based upon the total number of attachments the Licensee has. Attachments that are more than 12" apart shall be counted separately.

8. Pole attachment fees. Licensees shall pay to the Town a pole attachment fee as set forth in the Town of Highlands Fee Schedule maintained in the Town Office by the Town Clerk. On or about December 1st of each year, the Town and the Licensees shall tabulate the total number of attachments as of that day. This tabulation shall determine the number of attachments on which advance pole attachment fees are to be paid for the year commencing January 1. The first year of payment for a Licensee shall not be pro-rated and shall be paid with Licensee's application for a permit, but such payment shall relate back to January 1 of the year of application.

9. No Warranty of Easements by Town. The Town does not and shall not warrant or assure to any Licensee any right-of-way privilege or easements on or across property not owned by the Town. Licensees shall at all times be responsible for obtaining such easements and rights-of-way. If a Licensee shall at any time be prevented from placing or maintaining its facilities on the Town's poles, no liability shall attach to the Town.

10. Procedure for Obtaining Permit. The following procedure shall be followed in the obtaining of permits for pole attachments:

(a) The applicant shall submit an application to the Town Administrator on the Town's form for this purpose and shall submit the appropriate fee.

(b) The fee for the application shall be based upon the number of poles the applicant proposes to use. The amount for each pole shall be set forth on the Town's current schedule of fees.

(c) Included with the application shall be the following:

1. A cover letter, addressed to the Town's Administrator at the address shown on the Town's web site. The cover letter shall include a brief description of the project and the planned start and completion dates.

2. A marked up route map/strand map, which shall be entitled, "Location of the Licensee Service Area," stating the corporate name of Licensee, and showing, outlined in red, the proposed service area of the Licensee. This map shall be no larger than 30" x 30", shall be properly folded to the size of 8-1/2" x 11" for inclusion with the application and stapled to the application in the upper left corner. The Licensee shall submit the location of the attachments based upon the Town's pole numbering system. The map will include:

a. the proposed route including tap lines to which the attachments are to be made. Points of measurement shall be indicated by means of a leader (arrow).

b. pole height and class (based upon its birth mark or other available information) for each pole.

c. ambient temperature at time of measurements.

d. attachment height of equipment or devices on the pole from the pole ground line.

e. height to the neutral wire or lowest CATV or telephone cable on the pole

f. proposed attachment height

g. neutral wire and cable or telephone height at mid-span, with verification of compliance with requirements for cable separation at mid-span, driveway crossings, road crossings, and any other crossings.

3. Manufacturer's specifications for messenger wire or strand.

4. Manufacturer's specifications for coaxial cable.

5. Manufacturer's specifications for fiber optic cable.

6. Manufacturer's specifications for bolted attachments and other hardware.

7. Construction drawings.

8. Guy and anchor assembly types, ratings, drawings and installation specifications.

9. The name, title, mailing address, e-mail address, office phone, cell phone, and fax number of Licensee's Project Manager. This information shall be updated at least annually.

10. The name, title, mailing address, e-mail address, office phone, cell phone, and fax number of Licensee's Billing department and pertinent project descriptions or account identification numbers necessary for Licensee's internal recognition of the Town's invoices. This information shall be updated at least annually.

11. Check for permit fee.

12. Proposed pole attachment data sheet.

13. Proposed pole attachment design criteria.

14. A completed Notification of Removal form (as supplied by the Town) in such cases as it is appropriate.

15. A certificate of insurance showing that the Licensee has insurance coverage as required by this Ordinance.

(d) The Town will evaluate the marked up map and data sheets and subsequently meet with Licensee's representative for a field review to identify such "make ready" improvements (required by the Town, the Department of Transportation, or any other controlling authority) as may be identified without a "make-ready" survey.

(e) At the discretion of the Town, a "make-ready" survey may be required by the Town to determine whether the existing poles are adequate to receive Licensee's proposed attachments and facilities and what rearranging or other action may be necessary to make the poles ready. The Town reserves the right to make such survey with its own staff, to enter into contracts with other entities to make such survey, or to require the Licensee to make such survey. In any case, a written report, including an estimate of construction costs, shall be produced, and Licensee shall pay all costs related to the survey and the report. If, after receiving the written report and estimate, a Licensee does not want to proceed with its application, the Licensee will immediately reimburse the Town for the costs of the preliminary surveying engineering and other expenses incurred by the Town.

(f) Licensee shall be solely responsible for the design and cost of construction of any attachments or new construction. Design shall be sealed by a N. C. Professional Engineer, who shall also be in control of contract, if any, and construction. All design shall be pursuant to REA specifications.

11. Aesthetic requirements. The Town has the right to refuse attachment by a Licensee if, in the opinion of the Town, the attachment will render said poles unsightly in appearance.

12. Technical Requirements. In addition to the requirements of the Rules, as defined above, the following further

technical requirements shall apply to all Licensees:

(a) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any pole of Town, except such tag or insignia which shows Licensee to be only a licensee with respect to such pole (and not the owner thereof), provided however, that no tag, brand, or other device shall be placed upon any pole without the written consent of the Town.

(b) All existing attachments and facilities shall be consistent with NESC standards. Whenever a new pole is required, attachments and facilities shall be placed no less than fifty-two inches from all power lines.

(c) Any unbalanced loading of the Town's poles caused by the placement of Licensee's attachments and facilities shall be properly guyed and anchored by Licensee, at no expense to the Town. In no case shall Licensee's guys be attached to the Town's anchors.

(d) All attachments shall be located on the same side of each pole as any existing attachments or secondary conductors, unless, in the opinion of the Town, another arrangement is more appropriate and will not endanger the lives and safety of the public, the Licensee, or the agents or employees of the Town.

(e) Service connections of drops to Licensee's customers shall be installed and maintained so as to provide at least a 40 inch climbing space directly over any service connections or drops.

(f) Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.

(g) The Town reserves the right to require power supplies, amplifiers, meters or other equipment to be installed on auxiliary poles. Otherwise, they may be attached directly to the Town's poles.

(h) No bolt used by the Licensee to attach its facilities shall extend or project more than one inch beyond its nut.

(i) All attachments or facilities of the Licensee shall have at least two inches clearance from unbonded hardware.

(j) In no case shall a utility pole owned by the Town be drilled less than 3" between pole holes.

(k) Cable television circuits should be placed above telephone communication facilities. It is the responsibility of the cable television utility to negotiate with the appropriate telephone utility for specialized placements.

(l) All cable clearances shall conform to the dimensions specified by Section 3, paragraph (j), or as specified by the town in these rules. No service connection shall be made or installed by the Town until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.

(m) All licensees shall install and maintain any and all of their facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the pole, and all subject to approval of the Town.

(n) All down guys, head guys or messenger dead ends installed by the Licensee shall be attached to the poles by the use of through bolts. Such bolts placed in a "bucking" position shall have at least four inches vertical clearance. Under no circumstances shall the Licensee install down guys, head guys or messenger dead ends by means of encircling the poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.

(o) Adjustments to the Town's existing pole line to make it ready to receive the additional attachments shall be done based on the construction staking sheets and reports developed with the make-ready survey.

13. Safety requirements. All attachments and facilities shall be placed and maintained in accordance with the Rules, as defined above. The most current revision of the Rules shall apply to all attachments and facilities. A revision to the

Rules shall not require a modification to attachments or facilities in place on the effective date of such revision, unless the revision so requires, in which event Licensees shall comply with the Rules as revised. All new construction shall comply with the Rules in effect at the time of such construction. Should a Licensee fail to implement a safety upgrade or other modification required by revised Rules, the Town may elect to complete the safety upgrades and the Licensee shall reimburse the Town for the cost of such completion.

14. No Interference with Prior Use. A new Licensee's attachments and facilities will not interfere with or damage existing attachments or facilities of poles by the Town, other utility companies, or other Licensees. Licensees will, on demand, reimburse such other users for any expenses incurred by the other users in transferring or rearranging their pre-existing facilities because of such interference, provided, however, that if pre-existing facilities of other users were in violation of the Rules in effect at the time, the new Licensee shall only be responsible for costs in excess of the costs incurred by the other users to correct their violations. Additionally, any Licensee causing damage to the attachments or facilities of such other users shall be responsible for the actual cost of repair.

15. Certification of Compliance by Engineer Before Issuance of Permit. Prior to the issuance of a permit, Licensee's engineer or field personnel shall certify in writing that all attachments and facilities have been inspected and conform to the Rules. If, in the reasonable judgment of the Town, exercised in a non-discriminatory manner as to all pre-existing Licensees and the Licensee-applicant, the proposed additional attachments would result in an unsafe condition under the Rules or be physically impossible, the Town shall have the right to reject the application.

16. Maintenance of Attachments. After installation of attachments and facilities, Licensees shall, at no expense to the Town, maintain all their attachments and facilities in compliance with the Rules.

17. Engineer's Certificate of Compliance and Effect of Non-Compliance. At any time, the Town may demand, and a Licensee shall provide, a written statement from a registered professional engineer that the Licensee's facilities, including protection devices, attachments and other installations, as built, are fully in compliance with the Rules. This certification shall be based upon the engineer's personal inspection and shall be delivered to the Town within 30 days after demand. In the event the engineer reports non-compliance with the Rules, Licensee shall cause such non-compliance to be corrected within 30 days of the date the offending Licensee receives notice of the report. After 30 days from the date of notice, any non-conforming attachment will be assessed a fine of \$100.00 per day per attachment. In addition, after 30 days of non-compliance from such notice, the Town shall revoke the Licensee's permit and may remove the attachments.

18. Licensee Costs for New Attachments. Each Licensee shall pay the Town, or reimburse the Town, as the case may be, for the following costs, to the extent made necessary for Licensee's new attachments: changing out primary poles, secondary poles, and lift poles, including the cost of installation and/or removal of guys, anchors, stub poles, temporary construction, tree trimming, right of way clearing, materials (less salvage), labor, engineering (including, without limitation, design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading), supervision, overheads and all other construction items reasonably required under the Rules. All re-sagging costs shall be borne by the Licensees, except in cases where the primary conductors of the Town are not sagged in accordance with the Rules, in which case the Town will re-sag the primary conductors at its own cost.

19. Town's Right of Inspections and Audits. The Town reserves the right to inspect every installation, attachment, and facility of any Licensee at any time. Licensees shall allow such inspections as the Town deems appropriate upon reasonable notice from the Town. The Town reserves the right, in its sole discretion, to perform a system-wide audit every five years. The Town may also conduct, subject to mutual approval by all Licensees on the system, more frequent audits, either system-wide or area-specific, at any time attachment count or code compliance issues so warrant. The cost of the audit shall be paid by the Licensees in proportion to the number of attachments they have. This inventory may be conducted either by the Town or independent contractors of the Town, in its sole discretion.

20. Licensee Costs for Replacement of Damaged or Deteriorated Poles. In the event a pole becomes unusable because of normal aging or deterioration, or damage from actions of members of the public or weather-related events, or any other event not related to activities of a Licensee, the Town may replace the pole but has no obligation to replace it. In

the event the Town chooses to replace the pole, the costs of replacement of the pole shall be paid by the Town, but the costs of transferring their respective facilities shall be paid by the Licensees. In the event a pole is damaged under the circumstances set forth in this section, Licensees shall not be entitled to a refund of attachment fees.

21. Relocation of Poles by Town. Whenever right-of-way considerations make relocation of a pole necessary, such relocation shall be made by the Town at its own expense, except each Licensee shall pay the cost of transferring its own attachments. The Town shall be the sole judge in determining whether to abandon and remove an existing line or pole. Before making such replacement or relocation, the Town shall give notice in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to all Licensees attached to the pole, specifying in such notice the date and time of such proposed replacement or relocation. All Licensees shall, at the date and time so specified, transfer their attachments to the new or relocated pole, or Licensees shall place their facilities underground if the pole line is to be abandoned and removed by the Town. After 30 days from the date of written notice, any non-transferred attachment will be assessed \$100 per day per attachment. Additionally, after 30 days from such notice, the Town may remove the attachments.

22. Abandonment by Licensee. Licensees may at any time abandon the use of a pole by giving the Town due notice in writing, and removing from their attachments and facilities. Licensee shall have no right to a pro-rata refund of any amounts already paid to the Town under this Ordinance.

23. Abandonment by Town. The Town reserves to itself and its successors and assigns the right to abandon any pole or poles for any reason in its discretion. All Licensees on all poles to be abandoned shall be given 30 days notice of each proposed abandonment. Licensees who fail to remove their facilities within such time shall pay a fine of one hundred dollars (\$100) per day for each day after said sixty days. Additionally, the Town may remove the attachments.

24. Removal of Facilities and Payment of Costs of Removal. Wherever in this Ordinance the Town is given the right to remove facilities of a Licensee, this provision shall apply. The Town may dispose of the facilities in any manner it chooses. The expense of such removal and disposal shall be paid by the Licensee. The Town shall have no liability of any kind for such removal or disposal, and Licensees will indemnify the Town for any claims under the general indemnification provision herein.

25. Use of Poles by Town. In the event it is necessary for the Town, for the provision of electric service, to use space on poles permitted for use by a Licensee, the Licensee shall, upon receipt of 30 days written notice, either vacate the space by the removal or rearranging of its facilities.

26. Costs of Changes Paid by Licensees. In any case where facilities of the Town are required to be rearranged, transferred, or the characteristics of the circuits on the poles of the Town need to be changed to accommodate the attachments of Licensee, Licensee shall pay to the Town the actual costs incurred by the Town for such work. The Licensee shall also reimburse other users of the poles for their costs of rearrangement to provide space or clearance for the facilities of Licensee.

27. Change in Number of Attachments. In the event the Licensee desires to request a change in the number of attachments, it shall do so by submitting to the Town the standard form suitable for that purpose.

28. Ownership of Poles. The Town's poles shall remain the property of the Town, and any payments made by the Licensee, for changes in pole lines or otherwise, shall not entitle any Licensee to ownership of any poles. No use, however extended, of the Town's poles, shall create or vest in any Licensee any ownership or property rights in said poles, but Licensees' rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel the Town to maintain any of said poles for a period longer than demanded by its own service requirements.

29. Electrical Service. In the event that Licensee requires a source of electrical energy for power supply to its system, such energy will be supplied by the Town in accordance with the provisions of its standard service extension policies and approved rates and tariffs. This charge will not be offset or reduced in any way by payment of pole attachment fees.

30. Necessary Action. Notwithstanding any other provide of this Ordinance, in cases of emergency, the Town may take such action concerning any attachments or facilities of any Licensees as the Town in its discretion deems necessary, including relocating, replacing, or renewing facilities, transferring facilities, substituting poles, or other work. Affected Licensees shall, on demand, reimburse the Town for the expense thereby incurred.

31. Town not liable for service interruptions. The Town reserves to itself, its successors and assigns, the right to maintain, replace and enlarge its electric facilities and to operate the same from time to time in such a manner as will best enable it, in its sole judgment, to meet the needs of its customers and fulfill its own service requirements. The Town shall not be liable to any Licensee or any customer of a Licensee for any interruption to service of any Licensee or for interference with the operation of the cables, wires, and apparatus of a Licensee arising in any manner out of the use of the Town's poles hereunder, or arising in any manner out of the condition or character of the Town's facilities or the manner of the operation thereof.

32. Requirement of Insurance. All Licensees must maintain, throughout the time during which it has attachments or facilities on the Town's poles, public liability insurance covering the ownership liability and all operations of the Licensee, with the Town named as an additional insured, with limits for bodily injury or death of not less than \$5 million each occurrence and \$5 million aggregate per policy period and with limits for property damage of not less than \$5 million per occurrence and \$5 million aggregate for the policy period. This required insurance may be in a policy or policies of insurance primary and excess including the umbrella or catastrophe form. Licensees shall furnish updated certificates of insurance to the Town on an annual basis, and at the time of payment of attachment fees.

33. Hold harmless provision. Licensees shall indemnify, protect, defend, save harmless and insure the Town from and against any and all claims, actions, judgments, loss, costs, expenses, and demands for property damages or bodily injury (including payments made under any applicable workers compensation law or under any plan for employees disability and death benefits) and including all expenses incurred in defending against any such claims, to the extent such claims arise out of or be related to the erection, maintenance, presence, use, rearrangements or removal of attachments and facilities, or by any act of a Licensee, its agents and employees or contractors on or in the vicinity of the Town's poles. Licensees shall waive any immunity viz. a viz. the Town created by any applicable workers compensation law and shall indemnify the Town against loss due to such immunity as may exist in favor of any of its contractors in respect to such contractor's employees who are injured or killed in the course of work related to the Town's poles.

34. Assumption of Risk. Licensees expressly assume the responsibility for determining the condition of all poles to be climbed by its employees, agents, contractors, or employees of contractors. All such persons shall be conclusively presumed to have assumed all risks inherent in the activity of working on or around the Town's poles.

35. Reports of Accidents. Licensees shall make a verbal report to the Town, as soon as possible, but not later than 24 hours, and a written report to the Town within 48 hours of the occurrence of any incident resulting in bodily injury or property damage (including damage to other Licensees' facilities or the Town's facilities) in connection with work of a Licensee's employees or contractors related to the poles.

36. Necessary precautions. Licensees shall take any necessary precautions prescribed by the Town, by the installation of protective equipment or otherwise, to protect all persons and property against injury or damage that may result from Licensees' activities on or around the Town's poles. If, in the Town's opinion, a Licensee has not taken such necessary precautions, the Town shall have the right to revoke all permits granted under this Ordinance upon thirty (30) days' written notice to the Licensee. The Town shall have the right to remove immediately and without notice any attachment or facility that could place the Town's poles, facilities or any person in danger of damage or injury.

37. Penalties and remedies. Unless a shorter time is provided for elsewhere herein, if a Licensee shall fail to comply with any of the provisions of this Ordinance, or default in any of its obligations, and shall fail within sixty (60) days after written notice from the Town to correct such default or non-compliance, the Town may, at its option, revoke Licensee's permit. In case of such termination, no refund shall be made. In the event of any serious safety issue caused by Licensee, the Town may remove Licensee's facilities. A violation of this Ordinance shall constitute a misdemeanor under North Carolina General Statutes, section 14-4. The maximum fine for any such violation shall be \$500.

Notwithstanding any other provision in this Ordinance, the Town may file an action to enjoin violations of this Ordinance. In any action between the Town and a Licensee, arising out of this Ordinance, whether for damages, injunctive relief, or other relief, if the Town prevails in such action, the Licensee shall pay the costs of the action, including the Town's attorney fees.

38. Payment within 30 Days. Bills for expenses and other charges under this Ordinance, except those advance payments specifically covered herein, shall be payable within thirty (30) days after presentation. Any payment not made within 30 days after the due date shall bear interest at a compounded interest rate of 18% per annum until paid.

39. No Waiver of Provisions of Ordinance. Failure to enforce or insist upon compliance with any of the terms or conditions of this Ordinance shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

40. Reimbursement for Work Performed by Town. If a Licensee shall default according to the time limits set herein in the performance of any work it is obligated to do under this Ordinance, upon 30 days written notice, the Town may elect to do such work, and the Licensee shall reimburse the Town for the cost.

41. Unauthorized Attachments. If any of Licensee's facilities for which no permit has been issued shall be found attached to the Town's poles, the Town may, without prejudice to its other rights or remedies under this Ordinance, require Licensee to submit, within 15 days after the date of written or oral notification from the Town of the unauthorized attachment, an Application and Permit for Pole Attachments. If such application is not received by the Town within the specified time period, Licensee shall immediately remove the unauthorized facilities. The Town may remove the unauthorized facilities if the Licensee fails to remove them. Licensees shall pay an attachment fee of \$100.00 per pole per attachment each full year or fraction thereof from the time that the unauthorized attachment was made up to and including the time that the unauthorized attachment was discovered by the Town. The installations shall be presumed to have occurred on the date of the last field inventory. The total pole attachment fee, calculated as described in this subsection, shall be paid by Licensee together with its attachment application.

42. Rights of Others. This Ordinance shall not be construed as affecting the rights or privileges granted by the Town, by contract or otherwise, to others, to use the Town's poles; and the Town shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such contracts and arrangements.

43. Permits not Transferable. Licensees shall not assign, transfer or sublet the permits or privileges granted under this Ordinance without the prior consent in writing of the Town.

44. Notice. Wherever in this Ordinance notice is provided to be given by either party hereto to the other, unless otherwise specified, such notice shall be in writing and given by letter deposited in the U.S. mail, or by personal delivery to the Town at its main office at the address shown on its web site.

45. Bond Requirement for New Construction. Prior to the start of all new construction or addition of attachments, Licensees shall furnish satisfactory evidence of a performance bond in the amount of \$50,000 to guarantee the payment of any sums which may become due to the Town for attachment fees, engineering fees, make-ready surveys, make-ready work, rearrangement of attachments, pole relocations or for other work performed for the benefit of the Licensee under this Ordinance. This requirement shall cease upon the satisfactory completion of construction and the provision of a certificate of insurance as required elsewhere in this Ordinance.

46. Trimming of right of way. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the owner of the right of way. If the owner of the right of way is the Town, the Town shall have no responsibility to clear more right of way than is necessary for its electrical facilities. Further clearing shall be accomplished by Licensees at no cost to the Town.

47. Drop attachments made in haste. The Town shall allow the making of limited drop attachments without formal application under this Ordinance in situations where such attachments can be made safely, easily, and quickly with no

compromise of the public safety or convenience, provided, however, that a report of such attachments shall be made no later than 3 days after attachment on a form provided by the Town for such reports. Licensees shall comply with all additional rules set forth on such form.

* * *

4. The Town Administrator reminded the Board that invoices for pole attachment fees were mailed to Verizon and Northland Cable in January each year and had not been sent due to the pole audit currently underway by McGavran Engineering and the initial expectation that billing on an "attachment" basis rather than a "pole" basis would increase revenues; since an initial survey showed that each pole had on average of only 1.2 attachments, that expectation seemed unrealistic.

MOVED BY COMM PATTERSON, SECONDED BY COMM. ROGERS, AND UNANIMOUSLY CARRIED TO LEAVE POLE ATTACHMENT FEES AT THE CURRENT RATE OF \$10.00 PER POLE UNTIL THE AUDIT IS COMPLETE.

VII. New Business.

1. Each Board member had received a copy of a letter from Code Enforcement Officer Josh Ward to Brushy Face Partners LLC dated October 3, advising that a stone island for a security gate had not been approved as part of the subdivision plat and was encroaching in the right-of-way. The Town Administrator said that the office had received 41 letters to date complaining about the stone island, expressing concern that it was located at the bottom of a hill and only had a 12-foot and nine-foot road on either side of it.

Michael Dixon, one of the owners of the subdivision, was present and said that the issue was not safety. He said the original road had been widened and paved, brought up to Town specifications, and utilities placed underground; he felt that safety had been improved, and he was willing to widen the road, put in speed breaks, or install signage.

Comm. Ross said he had looked at it and was concerned over the lack of criteria for design of gates, which were going in everywhere. He said that design should consider setbacks from the approach road, a place to turn around, enough depth for a truck to negotiate the gate, and curbs and landscaping around the gate. The Town needed to come up with criteria or not allow them at all.

Glenda Bell, a property owner behind the gate, said that there had never been a gate there before; it was poorly built, an obstruction, unnecessary, and not approved on the original plat.

Nancy Hart, another resident, also spoke in opposition; she said the gate had been erected without Town permission, was unsafe, and needed to be removed.

Comm. Rogers said that in his experience, the road was not wide enough for a truck. Comm. Patterson asked how a developer could gate citizens who did not want it. Gary Schmitt said that he had met with many property owners before the gate had been designed. Comm. Dotson pointed out that the road was a private one, and the issues between the two subdivisions were a civil matter; however, the gate should be constructed to Town specifications.

MOVED BY COMM. PATTERSON, SECONDED BY COMM. ROGERS, AND UNANIMOUSLY CARRIED THAT THE STRUCTURE BE REMOVED.

Mr. Dixon said he would work with the Town in re-designing the gate.

2. Bob Kieltyka was present on behalf of the Chamber of Commerce and in support of a requested 50th anniversary celebration by the Highlander Newspaper proposed for Pine Street Park on Memorial Day weekend. Eric NeSmith said the event was proposed for Saturday, May 24, from 10:00 a.m. to 4:00 p.m., and was a way to give back to the community. It was pointed out that the Park had not yet been conveyed to the Town.

MOVED BY COMM. ROSS, SECONDED BY COMM. DEWOLF, AND UNANIMOUSLY CARRIED TO APPROVE THE EVENT CONTINGENT ON THE PROPERTY BEING CONVEYED TO THE TOWN.

The Mayor pointed out that a policy on the use of Pine Street Park needed to be developed. Comm. Patterson said that she had no problem with this event because it was open for the public.

3. Frank Davis was present from the UNC Center for Public Television. The original antenna for UNC-TV had been located on Satulah Mountain for many years, and had been relocated to Upper Brush Face on January 18, 2006 for a five-year term at a lease amount of \$100 per year since the station was supported by public funds. The new antenna would provide digital service, and it was expected that the other antenna would be removed in two years as digital TVs were phased in. It was proposed that the antenna simply be added to the existing lease agreement.

MOVED BY COMM. ROGERS, SECONDED BY COMM. PATTERSON, AND UNANIMOUSLY CARRIED TO APPROVE THE ADDITIONAL ANTENNA AT AN ANNUAL RENT OF \$100 FOR THE BALANCE OF THE FIVE-YEAR TERM, CONTINGENT ON APPROVAL BY THE TOWN'S ENGINEERING TECHNICIAN.

4. Hillrie Quin was present representing the Greenways Committee requesting that the Town match a \$4978.42 Adopt-A-Trail grant for hand tools and safety equipment to build and maintain trails; \$100,000 in funds had been budgeted for Greenways.

MOVED BY COMM. PATTERSON, SECONDED BY COMM. DEWOLF, AND UNANIMOUSLY CARRIED TO APPROVE THE TOWN MATCH FOR THE GRANT.

5. MOVED BY COMM. PATTERSON, SECONDED BY COMM. ROSS, AND UNANIMOUSLY CARRIED TO GO INTO CLOSED SESSION PURSUANT TO G.S. §143-318.11(A)(6) TO DISCUSS PERSONNEL MATTERS. All present left the room, including the Town Administrator.

The Board discussed personnel matters.

THE BOARD AGREED BY CONSENSUS TO GO INTO OPEN SESSION.

VIII. The Board agreed by consensus to adjourn.

There being no further business to come before the Board, the meeting was declared by the Mayor to be adjourned at 10:00 p.m.

Richard Betz, Town Clerk