Regular Meeting Minutes of the Town of Highlands Board of Commissioners Meeting of April 18, 2019, at the Highlands Community Building, 71 Poplar Street, Highlands, North Carolina

Town Board Present: Commissioner John Dotson, Commissioner Amy Patterson, Commissioner Donnie Calloway, Commissioner Eric Pierson and Mayor Pat Taylor

Town Board Absent: Mayor Pro Tempore Brian Stiehler

Also Present: Town Manager Josh Ward, Town Attorney Jay Coward, Finance Director Rebecca Shuler, Police Chief Bill Harrell, Computer Support Specialist Mark Hall

1. Meeting Called to Order

Mayor Taylor called the meeting to order at 7:00pm.

2. Public Comment Period

There were no comments.

3. Adjust and Approve the Agenda

Commissioner Pierson made a motion to approve the agenda as presented, which was seconded by Commissioner Calloway and the vote was unanimous.

4. Approval of the March 21st, 2019, Regular Meeting Minutes

Mayor Taylor asked for a correction in the Mayor Reports, it was Representatives Kevin Corbin and Jim Davis not Grady.

Commissioner Patterson made a motion to approve the March 21st, 2019, regular meeting minutes as amended, which was seconded by Commissioner Pierson and the vote was unanimous.

5. Reports

A. Mayor

Mayor Taylor thanked business Biz Week and recognized the Zip line business as an up and coming business with about 12,000 people a year.

Mayor Taylor announced the NCDOT Committee didn't meet, the Plateau pickup is this Saturday, Brevard Blue Initiative is June 10th and Josh and I will be attending City Vision.

B. Commissioners and Committee Reports

There were no commissioner or committee reports.

C. Town Manager

Town Manager Ward stated the foundation would be poured for the new water tank next week and then construction would begin. Ward also updated on the status of the water filter repairs.

6. Consent Agenda

Public Works Department
Police Department
Parks & Recreation Department
Planning & Development Department
Treasurer's Report
Zoning Board Appointments



Agenda Item

Date: April 18, 2019

To: Mayor Patrick Taylor and Town Board of Commissioners

Prepared By: Gibby Shaheen, Town Clerk

Subject: Zoning Board Appointments

Background:

The Town of Highlands policy requires the Zoning Board of Adjustment membership to consist of a minimum of five (5) members who reside within the corporate limits of the Town and two (2) members who reside outside the corporate limits, but who own property or a business within the corporate limits.

The Town of Highlands currently has three vacancies on the Zoning Board. Jerry Moore is one of the two that are allowed to live outside the corporate limits, and is currently an alternate member becoming a regular member, leaving one regular member vacancy and two alternate member vacancies.

The Land Use Committee met and reviewed the seven application and narrowed it down to three applications.

Recommendation:

The Land Use Committee recommends that Margot Teed serve as a regular member, and Clayton A. Hartman and Steve Mehder serve as alternate members. Steve Mehder would be the second member to live outside the corporate limits, but complies by owning property within the corporate limits.

Commissioner Calloway made a motion to accept the consent agenda as presented, which was seconded by Commissioner Pierson and the vote was unanimous.

7. Highlands Food & Wine Event Request

David Bock and Steve Mehder presented the plans for the Highlands Food & Wine Festival.

The request is like last year and the plan is to close Kelsey Hutchinson Park beginning November 5th for set up, through November 9th with Events beginning Thursday, and to close Main Street for the Trucking Event on Friday and the Main Event on Saturday.

Commissioner Calloway made a motion to approve the request as presented, which was seconded by Commissioner Dotson and the vote was unanimous.

8. Amendments to the Town of Highlands Code of Ordinances Chapter 3 – Animals, Section 3-1, Nuisance Dogs

Police Chief Bill Harrell presented the amendment to the ordinance referring to Animals and Nuisance Dogs and stated it would help with public safety.



ORDINANCE AMENDMENT

Pursuant to an	iffirmative vote ofyeas andnays by the Board	of
Commissioners	of the Town of Highlands at its regular meeting on the	
day of	, 20 <u>19,</u> and an affirmative vote of yeas to	
nays by The Boa	rd of Commissioners at its regular meeting on the da	ay
of, 2	o if required, the following ordinances are hereby	
AMENDED:		
	Code of Highlands ~ Chapter 3 Animals	

Code of Highlands ~ Chapter 3 Animals

(EXISTING CODE LANGUAGE IN BLACK & PROPOSED AMENDMENTS IN RED.)

Chapter 3 – ANIMALS

Sec. 3-1. - Nuisance dogs.

Definition.

- (a) The keeping or maintenance of any dog which by prolonged and habitual barking, howling, or whining causes serious annoyance to neighboring residents and interferes with the reasonable use and enjoyment of the premises occupied by such residents, or with the reasonable use and enjoyment of the public streets, sidewalks, or other public areas, and
- (b) Any dog which leaves the owner's property and causes any damage to real or personal property or displays any aggressive behavior, and
- (c) Any dog at large may be seized, and if an owner is not located the dog will be impounded and confined in the animal shelter and thereafter adopted out or disposed of pursuant to procedures of the animal shelter and applicable state law, and is hereby declared to be a public nuisance, and shall be abated as provided in this section.

Nuisance dogs, as defined herein, are declared to be nuisances under chapter 8 ("Nuisances") of this Code of Ordinances.

(Ord. No. 2011-01-Ord, 3-2-11)

Cross reference— Nuisances, Ch. 8.

State Law reference— City's authority to regulate noise, G.S. § 160A-184.

Sec. 3-2. - Immediate destruction.

Nothing in this chapter shall be construed to prevent the immediate destruction by a police officer of any vicious dog or other animal when less drastic methods, such as tranquilizing, are not available or effective and when neither a member of the police department, nor the animal's owner is able to restrain or control the animal so that it might be impounded.

(Ord. No. 2011-01-Ord, 3-2-11)

Sec. 3-3. - Responsibility to control dogs.

(a) No keeper of any dog shall cause or allow such dog to soil, defile or defecate on any public property, or upon any street, sidewalk, public way, or play area; unless

such keeper immediately removes and disposes of all fecal matter deposited by such dog by collecting the feces and placing it in a paper or plastic bag or other container, and thereafter removing such bag or container and disposing of the same in a manner as otherwise permitted by law. Violations of this subsection shall be punishable by a civil penalty of two-hundred and fifty dollars (\$250).

- (b) No keeper of any dog shall allow such dog to enter upon and remain within the Highlands Ball Park, at any time, for any purpose, whether leashed or unleashed. "Highlands Ball Park," as used in this section, shall mean the area enclosed by fencing, and owned by the Town of Highlands, located at 444 Hickory Street in Highlands, and designated as the "Highlands Ball Park." Violations of this subsection shall be punishable by a civil penalty of two-hundred and fifty dollars (\$250). Allowing a dog to run loose such that it habitually enters upon the above described Highlands Ball Park shall be included within the list of "nuisance" activities under other provisions of this chapter.
- (c) Every person owning, or having possession, charge, care, custody or control of any dog shall keep such dog exclusively upon the keeper's real property, or upon the real property of any other owner or lawful occupant, with permission within any contiguously nonresidential zoned parcel to Main Street and within the Highlands Municipal Cemetery (see adopted "Leash Law Zone" map). These provisions shall also include the enforcement of all pet specific Highlands Plateau Greenway regulations located within the Recreation Park/Mill Creek Greenway Area. However, such dog may be off the keeper's real property if it is within a vehicle, or is under the immediate physical control of a competent person, and is physically restrained and sufficiently controlled by leash, chain, or harness, held in the hand of such person. This provision shall not apply to the Highlands Dog Park, which as used in this section shall mean the area enclosed by fencing and owned by the Town, which is located within the Highlands Recreation Park on Foreman Road in Highlands, North Carolina, and which is designated as "The Highlands Dog Park." Violations of this subsection shall be punishable by a civil penalty of two-hundred and fifty dollars (\$250). Exceptions to this subsection:
 - (1) Service animals trained to provide assistance to persons impaired by sight, hearing, mobility, or other impairment, do not have to be under physical restraint while off the keeper's premises if the dog is under the direct control of the impaired person, and is obedient to that person's commands. Any enforcing officer may request proof of service animal status and registration to satisfy this exception.

(Ord. No. 2011-01-Ord, 3-2-11)

Commissioner Patterson made a motion to approve the amendments to Chapter 3 Animals as presented, which was seconded by Commissioner Pierson and the vote was unanimous.

9. Memorandum of Understanding Between The Town of Highlands & Macon County Animal Services

Police Chief Bill Harrell presented the Memorandum of Agreement approving use of county shelter and stated that dispatch will call Macon County Animal Services and they will meet our officers at the shelter.

MEMORANDUM OF AGREEMENT BETWEEN MACON COUNTY PUBLIC HEALTH DEPARTMENT –ANIMAL SERVICES AND HIGHLANDS POLICE DEPARTMENT

This agreement is between Macon County Department of Public Health – Animal Services, located at 1377 Lakeside Drive, Franklin, NC 28734, hereafter designated as Animal Services, and Highlands Police Department, hereafter designated as HPD, for services in the

Highlands Community. Either agency has the right to terminate this agreement by submitting termination terms ninety (90) days prior to termination of stated services.

In an effort to reduce response time due to the geographic distance between Macon County Animal Services and the Town of Highlands, HPD staff will collaborate with Animal Services staff to ensure that residents receive services as stated below:

- Respond to all reported animal bites
- Investigate incidents of harassment of or injuries to domesticated livestock caused by dogs or other animals
- Investigate reported or observed animal cruelty or abuse independently or with a duly appointed animal cruelty investigator
- Respond to livestock in the road
- Respond to stray/loose animal
- Respond to animals left unattended in locked motor vehicles
- All other animal related concerns

The MACON COUNTY PUBLIC HEALTH DEPARTMENT agrees to:

- Be responsible for the investigation of all reported animal bites, for the quarantine of any dog or cat exposed to or suspected of having rabies, and the condition of any quarantined animal.
- Be responsible for the investigation of reports or observation of incidents of harassment of or injuries to domesticated livestock caused by dogs or other animals.
- Investigate reported or observed animal cruelty or abuse independently or with a duly appointed animal cruelty investigator.
- Have primary responsibility for enforcement of Macon County Ordinance for the Regulation of Certain Animals.
- Respond whenever HPD is not available to assist.
- Meet HDP officers at Macon County Animal Services to take possession of stray animal captured within the Town of Highlands.

The HIGHLANDS POLICE DEPARTMENT agrees to:

- Assist Macon County Animal services by responding to stray animals within the Town of Highlands.
- Assist Macon County Animal services by responding to animals running loose within the Town of Highlands.
- Assist Macon County Animal services by responding to animals left unattended in locked motor vehicles within the Town of Highlands.
- Assist Macon County Animal services by responding to injured animals within the Town of Highlands.
- Assist Macon County Animal services by responding to wildlife related complaints within the Town of Highlands.
- Notify Macon County Animal Services of captured animals via Macon County Dispatch, and transport animals to Macon County Animal Services' shelter.

Commissioner Pierson made a motion to approve the Memorandum of Understanding as presented, which was seconded by Commissioner Calloway and the vote was unanimous.

10. Police Matters: Interact Resolution

Police Chief Bill Harrell presented the Interlocal Agreement.

STATE OF NORTH CAROLINA	
COUNTY OF MACON	INTERLOCAL AGREEMENT
THIS AGREEMENT, made this day of _	, 2019, by and between the
COUNTY OF MACON, a body politic and corpora	
sometimes referred to as the "County") and the T	OWN OF HIGHLANDS, a body politic and
corporate of the State of North Carolina (hereinafter	sometimes referred to as the "Town"):

WITNESSETH:

WHEREAS. General Statutes Section 160A-460 et seq. authorizes interlocal cooperation between units of local government in the joint exercise of powers as provided therein; and

WHEREAS, the Town's Police Department require connections that meet Criminal Justice Information Systems (CJIS) Standards, are required by state law and will enable the Police Department to better ensure the health, safety and welfare of residents of the Town and County; and

WHEREAS, the County has offered allow the Town to access certain County computer services in order to ease and speed the Town's process of making the said upgrades;

NOW THEREFORE, the parties hereto agree as follows:

I. The County agrees:

- A. To allow the Town's law enforcement personnel who hold appropriate certifications access to the County's Virtual Private Network (hereinafter referred to as the VPN), to connect to the County's CAD Mobile server, and to use such other services as is needed to meet CJIS standards and in accordance with such standards, during such days and at such times as are convenient to the County provided that Town at all times duly purchases and maintains at its sole expense any and all appropriate license to access the same.
- B. To authorize its employees, officers and agents to provide such information and technical support as are necessary to allow the Town law enforcement personnel to utilize the County's CAD Mobile service, as described above.
- C. To perform any and all necessary upkeep and maintenance on equipment that is owned by the County. However, nothing in this Agreement shall be interpreted as requiring the County to perform or pay for any upkeep, maintenance, and/or incidental repairs on any equipment that is owned by the Town.

II. The Town agrees:

- A. To pay for any of its licensing costs to the vendor for software used by the Town in accordance with this Agreement. Nothing in this Agreement, however, shall be interpreted as requiring the Town to pay for any upkeep, maintenance, or incidental repairs to the County's equipment and/or systems.
- B. To perform any and all necessary upkeep and maintenance on equipment that is owned by the Town. However, nothing in this Agreement shall be interpreted as requiring the Town to perform or pay for any upkeep, maintenance, and/or incidental repairs on any equipment that is owned by the County.

- C. To purchase, have and maintain any and all licenses and approvals required or necessary in order to lawfully use County's VPN and CAD Mobile Services.
- D. That it will indemnify and hold harmless the County for any damages suffered by the County for Town's failure to comply with the terms of this Interlocal Agreement.
- E. That its law enforcement personnel shall maintain the confidentiality of confidential information accessed by it, subject to the provisions of the Public Records Law of the State of North Carolina and appropriate Court Orders.

III. Both parties agree:

- A. This Agreement shall be limited to the use of such equipment, software and systems as are necessary to carry out its intent.
- B. The County Manager and the Town Manager are authorized to administer this Agreement on behalf of the County and the Town, respectively, as necessary,
- C. The Town, in entering into this Agreement is acting as an independent contractor and is not an agent or joint venturer of the County in connection with this Agreement or in connection with any other agreement between the Town and the County, express or implied.
- D. This Agreement shall be for a term of two (2) years from the date of execution hereof. Unless sooner terminated as provided herein, this Agreement shall be automatically renewed for successive periods of one (1) year.
- E. Notwithstanding the foregoing, this Agreement may be terminated upon ninety (90) days written notice by either party without legal consequence, said written notice to be delivered to the manager of the non-cancelling party. The indemnity provisions set forth in II. D. above shall survive any termination of this Interlocal Agreement or any renewal of the same.
- F. The County and the Town may, from time to time, execute and deliver such amendments to this Agreement and such further instruments as may be required or desired for carrying out the expressed intention of this Agreement.
- G. County reserves the right to terminate at any time without liability any VPN connection which presents a threat or disruption to the operation of the system or the County network, as determined in its discretion.

COUNTY OF MACON

IN WITNESS WHEREOF, the County and the Town have caused this contract to be executed in duplicate originals all as of the date and year first above written.

ATTEST:	By: Name / Title:
	TOWN OF HIGHLANDS
ATTEST:	By:

Commissioner Patterson made a motion to approve the Interact Resolution as presented, which was seconded by Commissioner Calloway and the vote was unanimous.

11. Highlands Historical Society Lease

NORTH CAROLINA MACON COUNTY

LEASE

THIS LEASE, made this ___ day of____ 2019, by and between the TOWN OF HIGHLANDS, A North Carolina municipal corporation (herein called "Lessor"), Post Office Box 460, Highlands, North Carolina, 28741, and THE HIGHLANDS HISTORICAL SOCIETY, INC., a North Carolina nonprofit corporation, (herein called "Lessee"), Post Office Box 1235, Highlands, North Carolina, 28741

RECITALS

- 1. Lessor is the sole owner of the premises described below, and desires to lease the premises to a suitable Lessee for the purpose hereinafter described;
- 2. Lessee is a nonprofit desiring to use the building to store artifacts and other historical materials of the Town, and to open such building periodically to the public;
- 3. The parties desire to enter into a lease agreement defining their rights, duties, and liabilities relating to the premises.

THEREFORE, this lease:

WITNESSETH

In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. <u>Subject and Purpose</u>. Lessor leases the building known as the Old Jail, which is situated on the north side of Maple Street in the Town of Highlands
- 2. <u>Term</u>. Lessor demises the above premises, a renewal of a lease originally commencing first day of July, 1999 for a new term commencing the first day of April, 2019, and ending the last day of March, for an additional term of five (5) years, ending the last day of March, 2024.
- 3. <u>Rent</u>. The Lessee agrees to pay, the Lessor agrees to accept as rental for the term of this lease, the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged.
- 4. <u>Alterations, Additions, and Improvements</u>. Subject to the limitation that no substantial portion of the building on the demised premises shall be demolished or removed by Lessee without the prior written consent of the Lessor, the Lessee may make at any time during the Lease term and at its own expense any alterations, additions or improvements, in and to the demised premises and the building. Such alterations, additions and improvements on or in the demised premises shall become the sole property of Lessor, except that all moveable fixtures, furniture, displays, or materials placed in the building shall be and remain the property of the Lessee.
- 5. <u>Repairs</u>. Lessee shall at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good safe, and substantial

condition, the exterior and the interior of the building and any improvements, additions, and/or all alterations thereto. The Lessee shall use all reasonable precautions to prevent waste, damage, or injury to either the interior or the exterior of the building.

- 6. <u>Utilities</u>. Lessor shall provide utility service to premises at no charge.
- 7. <u>Insurance</u>. During the term of this Lease and for any further time the Lessee shall hold the demised premised, Lessee shall obtain and maintain at its expense insurance against liability for bodily injury in the policy limit amount of \$300,000, and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly insured against for the type of activity that Lessee shall conduct. Lessor shall maintain hazard insurance against the building and premises, excluding contents owned by Lessee.
- 8. <u>Indemnity</u>. Lessee shall indemnify Lessor against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (a) a failure by Lessee to perform any of the terms or conditions of this Lease, (b) any injury or damage happening on or about the demised premises, (c) failure to comply with any law of any governmental authority, or (d) any mechanic's lien or security interest filed against the demised premised or fixtures, materials, or alterations of buildings or improvements thereon.
- 9. <u>Default or Breach; Effect of Default</u>. If Lessee shall vacate or abandon the demised premises, such event shall constitute a default or breach of this Lease by Lessee. In the event of Lessees default, Lessor shall have such rights against the Lessee as provided by law.
- 10. <u>Destruction of Premises</u>. In the event the premises are destroyed due to force majeure, this Lease shall be terminated neither the Lessor nor the Lessee shall be obligated to rebuild the premises. The Lessor shall be entitled to any insurance proceeds due to the destruction.
- 11. <u>Access to Premises</u>. Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premised or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this Lease.
- 12. <u>Quiet Enjoyment</u>. Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent as provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.
- 13. <u>Liability of Lessor</u>. Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damage to any property or to any person on or about the demised premises, nor for any injury or damage to any property of Lessee.
- 14. <u>Assignment, Mortgage, or Sublease</u>. Neither Lessee nor his successors or assigns shall assign, mortgage, pledge or encumber this Lease of subject or subject the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall the Lease be assigned or transferred by

operation of law, without the prior consent in writing of Lessor in each instance.

- 15. Option to Renew. The Lessor grants to the Lessee an option to renew this Lease under the same terms and conditions in this lease for an additional five (5) year period commencing March 31, 2024. If the Lessee elects to renew said Lease, it shall submit its notice of election thereof to the Lessor not later than March 1, 2024. In the event the Lessee elects to exercise the option hereunder, each and every term and provision of this lease shall continue in full force and effect throughout the optioned lease period.
- 16. <u>Surrender of Possessions</u>. Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including the building, additions, and improvements constructed or placed thereon by Lessee, except moveable fixtures, furniture, displays or materials placed in the building, all in good condition and repair. Any property not used in connection with the use of the demised premises and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be abandoned and become the property of the Lessor.
- 17. <u>Total Agreement</u>. The Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors, and assigns of both parties.
- 18. <u>Time of the Essence</u>. Time is of the essence in all provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and date first above written.

	<u>LESSOR:</u>
	TOWN OF HIGHLANDS
	By:Patrick Taylor, Mayor
(SEAL)	Attest: Gilberta B. Shaheen, Town Clerk
	<u>LESSEE:</u>
	Highlands Historical Society, Inc.
(SEAL)	By:Osborne Oakley, President
	Attest:Christine Kelly, Secretary

STATE OF NORTH CAROLINA COUNTY OF MACON

I,	, Notary Public, do	hereby certify
that GILBERTA B. SHAHEEN perso	onally appeared before me this day	and
acknowledged that she is the Clerk of	of the Town of Highlands, a munici	pal corporation
and that by authority duly given and	d as the act of the corporation, the f	oregoing
instrument was signed in its name b	by the Mayor, sealed with its corpor	rate seal, and
attested by her as its Clerk.		
Witness my hand and official	l seal this day of	, 2019.
	Notary Public	
	My Commissioner Expires:	

Commissioner Calloway made a motion to approve the Lease, which was seconded by Commissioner Patterson and the vote was unanimous.

12. Resolution Supporting the Relocation of Airport Road



Resolution in Favor of Relocation of a Portion of NC State Road 1434, Airport Road Resolution No. 2019-04-Res

WHEREAS, the Macon County Airport is a bustling and growing airport serving Franklin, Highlands, and the surrounding area; and

WHEREAS, the access to and from the Airport is across NC State Road 1434, also known as Airport Road; and

WHEREAS, the Macon County Airport Authority owns valuable real property which is located on the opposite side of the State Road from the Airport property; and

WHEREAS, this land is much needed for future expansion at the Airport; and

WHEREAS, a portion of the State Road separating the lands contains a significant curve, and is in need of realignment; and

WHEREAS, the realignment of said portion of said State Road could both straighten out a dangerous curve, and connect the Authority property with the remainder of the Airport lands; and

WHEREAS, the North Carolina Department of Transportation is responsible for the upkeep, maintenance, and ultimate location of State Road 1434; and

WHEREAS, the Airport Authority has voted in open session to begin the process with the North Carolina Department of Transportation to ultimately relocate a portion of State Road 1434, to better serve the needs of the Airport and the motoring public.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Town of Highlands encourages and hereby resolves that the Macon County Airport

Authority commence working with the State of North Carolina, its' elected officials, and the North Carolina Department of Transportation to plan and complete a relocation of said portion of NC State Road 1434, Airport Road, Macon County, North Carolina.

Upon motion duly made and seconded, the Resolution was unanimously adopted by the Board of Commissioners at a regularly scheduled meeting held on the 18th day of April, 2019, in the Highlands Community Building, 71 Poplar Street, Highlands, North Carolina.

This the 18 th day of April, 2019.	
ATTEST:	Patrick L. Taylor, Mayor
Gilberta B. Shaheen, Town Clerk	
Commissioner Calloway made a motion to a was seconded by Commissioner Patterson as	
13. Adjournment	
As there were no further matters to come be Commissioner Calloway moved to adjourn w Dotson and upon a unanimous vote, the Tov	which was seconded by Commissioner
Patrick Taylor Mayor	Gilberta B. Shaheen Town Clerk