

Regular Meeting Minutes of the Town Board of Commissioners Meeting of February 18, 2016 at the Highlands Community Building, 71 Poplar Street, Highlands, North Carolina.

Town Board Present: Commissioner Eric Pierson, Commissioner John Dotson, Mayor Pro Tempore Amy Patterson, Mayor Pat Taylor and Commissioner Brian Stiehler.

Also Present: Town Manager Bob Frye, Town Clerk Rebecca Shuler, Town Attorney Jay Coward, Public Works Director Lamar Nix, Police Chief Bill Harrell, Police Detective Andrea Holland, MIS/GIS Director Matt Shuler, Parks and Recreation Director Lester Norris, and Planning and Development Director Randy Feierabend.

Not Present: Commissioner Donnie Calloway

1. Meeting Called to Order

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

2. Approval of the January 28, 2016 Regular Meeting Minutes

Commissioner Stiehler made a motion to approve the special meeting minutes of January 28, 2016 as presented, which was seconded by Commissioner Dotson and the vote was unanimous.

3. Public Comment Period

There were no public comments.

4. Adjust and Approve Agenda

Mayor Pro Tempore Patterson request a Closed Session be added to the agenda pursuant to NCGS § 318.11(a)(6) for Personnel Matters. Mayor Taylor asked if the Closed Session could be delayed to another time or a special meeting called since Commissioner Calloway was out of town. Mayor Pro Tempore Patterson stated that someone could be absent from the next meeting as well. Commissioner Pierson made a motion to approve the agenda as amended, which was seconded by Mayor Pro Tempore Patterson and the vote was unanimous.

5. Reports

A. Mayor

Mayor Taylor thanked Mayor Pro Tempore Patterson for running the January meeting.

B. Commissioners and Committee Reports

Commissioner Stiehler stated that Mayor Pro Tempore Patterson was very effective in the Mayor's absence.

Mayor Pro Tempore Patterson gave an update on the Recreation Committee meetings. They have been discussing the limiting of events to no-profits, regulations, and signage in Founder's Park.

Commissioner Dotson informed the Board that the Land Use Committee were beginning the stages of developing a comprehensive plan and it should be formulated this year.

C. Town Manager

Manager Frye reminded the Board that the retreat would be held on March 3rd starting at 9am at the First Presbyterian Church.

6. Consent Agenda

Public Works Department
Police Department
Parks & Recreation Department
Planning Department
Telecommunication Department
Treasurer’s Report
Disposal

As you are aware, periodically with the purchase of new equipment and vehicles the Town has surplus items that no longer have a value to the Town. In order for the Town to dispose of these equipment/vehicles, they must be declared surplus. The Town has the following vehicles and/or equipment to be disposed of by public bid:

2004	Ford Crown Victoria
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Commissioner Stiehler moved to approve the consent agenda as presented, which was seconded by Commissioner Pierson.

7. Public Hearing: Baptist Church Conditional Zoning

A. Open Public Hearing

Commissioner Pierson made a motion to open the public hearing for the First Baptist Church conditional zoning B2 to B1 CZ request at 7:13pm, which was seconded by Mayor Pro Tempore Patterson.

B. Staff Comments/Recommendation

Town Planning and Development Director Randy Feierabend informed the Board that the First Baptist Church is currently zoned B-2 but have operated in a B-1 parking requirement. By rezoning to a B-1 CZ it will allow the church to expand and to operate within the parameters of the B-1 district.

C. Public Comments

There were no public comments.

D. Close Public Hearing

Commissioner Pierson made a motion to close the public hearing for the First Baptist Church conditional zoning B2 to B1 CZ request at 7:24pm, which was seconded by Mayor Pro Tempore Patterson and the vote was unanimous.

E. Council Action

Commissioner Dotson made a motion to send the First Baptist Conditional Zoning request back to the zoning board for a special use permit. Commissioner Stiehler asked what this would do to the churches progress and was told that it really wouldn’t delay anything. Mayor Pro Tempore Patterson seconded the motion and the vote was unanimous.

8. Financial Matters: Budget Amendment

Commissioners were presented with the following budget amendment, which was approved individually:

FROM: Sewer
DEPARTMENT: Sewer Dept.
EXPLANATION: Transfer of funds from one line item to another to cover Service Agreement for the UV Disinfection System

ACCOUNT	DESCRIPTION	INCREASE	DECREASE
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31-8200-1830	Maint. & Repair ~ Sewer Lines		9,000
31-8200-1600	Maint. & Repair ~ Equipment	9,000	

Commissioner Stiehler moved to approve the \$9,000 line item to line item transfer for the Service Agreement for the UV Disinfection System, which was seconded by Mayor Pro Tempore Patterson and the vote was unanimous.

9. Telecommunications Matters: U.S. Cellular Contract

The Board was presented with the U. S. Cellular Contract for review.

Commissioner Dotson asked Attorney Coward if he had any reservations about US Cellular assigning the tower to someone else without any concern to the Town.

Coward stated he didn't think that was too much of a concern with as much of an investment they were putting into the project up front.

Chuck Burton, U.S. Cellular representative stated that he had never seen this happen anywhere else.

Mayor Pro Tempore Patterson moved to approve the language of the U.S. Cellular Contract which was seconded by Commissioner Pierson and the vote was unanimous.

10. Police Matters

A. Memorandum of Understanding

The Board was presented with memorandums of understanding with several different departments in surrounding cities/counties.

After a brief discussion as to the time limits, Mayor Pro Tempore Patterson moved to approve the memorandum of understanding as presented, which was seconded by Commissioner Dotson and the vote was unanimous.

**RESOLUTION ADOPTING A POLICY FOR MUTUAL
ASSISTANCE WITH OTHER LAW ENFORCEMENT
AGENCIES**

Resolution Number 2016-01-Res

WHEREAS, pursuant to North Carolina General Statutes § 160A-288, the governing body of a city may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of the Town of Highlands to adopt a reasonable policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of the Town of Highlands

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF HIGHLANDS
BOARD OF COMMISSIONERS THAT:**

1. The Chief of Police is hereby authorized to enter into mutual assistance arrangements with other municipal and county law enforcement agencies, provided that the head of the requesting law enforcement agency makes such a request in writing.

2. The Chief of Police is hereby authorized to permit officers of the Town of Highlands Police Department to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Chief of Police may lend such equipment and supplies to requesting agencies as he/she deems advisable.

3. All such request and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable.

4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payment of judgments) as the officers of the requesting agency in addition to those the officer normally possesses.

5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

6. The Chief of Police is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Upon motion duly made by _____ and duly seconded by _____, the above statement was duly adopted by the Town of Highlands Board of Commissioners at the regular meeting held on the 18th day of February, 2016 in the Community Building, 71 Poplar Street, Highlands, NC.

Upon call for a vote, the following Commissioners voted in the affirmative:

And the following Commissioners voted in the negative: _____

This the 18th day of February, 2016.

Attest:

Patrick Taylor, Mayor

Rebecca R. Shuler, CMC, NCCMC, Town Clerk



Agreement 2016-01-Agr

Pursuant to North Carolina General Statutes § 160A-288 the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the officer's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.

6. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, the assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. The agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

7. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by North Carolina General Statutes § 160A-288.

So Agreed.

This the ____ day of _____, 2016.

Chief of the Town of Highlands Police Dept.

North Carolina

County of _____

I _____, a Notary Public of said county and state, do hereby certify that _____ personal appeared before me this day and acknowledged the due execution of the foregoing MUTUAL AID AGREEMENT.

Witness my hand and notarial seal, this the ____ day of _____, 20__.

My commission expires: _____

Notary Public

North Carolina
County of _____
I _____, a Notary Public of said county and
state, do hereby certify that _____ personal appeared
before me this day and acknowledged the due execution of the
foregoing MUTUAL AID AGREEMENT.
Witness my hand and notarial seal, this the ____ day of
_____, 20____.

My commission expires: _____
Notary Public

So Agreed.
This the ____ day of _____, 2016.

Sheriff/Chief

North Carolina
County of _____
I _____, a Notary Public of said county and
state, do hereby certify that _____ personal appeared
before me this day and acknowledged the due execution of the
foregoing MUTUAL AID AGREEMENT.
Witness my hand and notarial seal, this the ____ day of
_____, 20____.

My commission expires: _____
Notary Public

B. Whistle Blowers Policy

The Board was presented with the following whistle blowers policy.

**ARTICLE XV. FRAUD PREVENTION AND WHISTLEBLOWER
PROTECTION POLICY**

- I. The Town of Highlands prohibits discrimination or retaliatory action against an employee because the employee in good faith does or threatens to file a claim or complaint, initiate any inquiry, investigation, inspection, proceeding or other action, or testify or provide information to any person with respect to the Worker’s Compensation Act, the North Carolina Wage and Hour Act, the Occupational Safety and Health Act of North Carolina, the Mine Safety and Health Act, N.C. Gen. Stat. § 95-28.1, which prohibits discrimination against any person possessing sickle cell trait or hemoglobin C trait, the National Guard Reemployment Rights Act, the Pesticide Board, or Chapter 90, Article 5F, relating to Control of Potential Drug Paraphernalia Products (hereafter, “protected activities”).
- II. The Town of Highlands prohibits fraudulent activity or dishonest acts involving employees, administrators, officials, consultants, vendors, contractors, outside agencies, or employees of local boards, agencies and commissions or other parties having a business relationship with the Town of Highlands (hereafter, “covered individuals”).
- III. The Town Manager and all levels of management within the Town of Highlands are responsible for the prevention and detection of fraud, misappropriation, and other inappropriate conduct, including discrimination or retaliatory actions against employees who engage in protected activities or report fraudulent activity or dishonest acts by covered individuals. As used in this policy, the term “fraudulent activity or dishonest act” includes, but is not limited to, the following:
 - a. A willful or deliberate act or failure to act by one of the covered individuals, with an intention of obtaining an unauthorized or inappropriate financial benefit for himself or another person with whom he has a close familial, business or other associational relationship;
 - b. Any dishonest or fraudulent act;
 - c. Forgery or alteration of a check, bank draft, or any other financial document or account;

- d. Misappropriation of funds, securities, supplies, or other assets;
 - e. Impropriety in the handling or reporting of money or financial transactions;
 - f. Accepting or seeking anything of material value from vendors, contractors, or other persons providing services or materials to the Town;
 - g. Using Town funds to make unauthorized purchases; or
 - h. Authorizing or receiving compensation for hours not worked.
- IV. No person acting on behalf of the Town shall, and it shall be considered misconduct on the part of an employee and a violation of the Code of Ethics on the part of any other covered individual, to:
- a. Dismiss, or threaten to dismiss, any employee;
 - b. Discipline, suspend, or threaten to discipline or suspend an employee;
 - c. Impose any penalty upon an employee; or
 - d. Intimidate or coerce an employee

Because the employee has acted in accordance with the requirements of this policy to in good faith report the suspicion or detection of a fraudulent activity or dishonest act by a covered individual. However, it shall also be a violation of this policy for any informant to make a baseless allegation of fraudulent activity or dishonest act that is made with reckless disregard for the truth and that is intended to be disruptive or to cause harm to another individual.

- V. Any fraudulent activity or dishonest act by a covered individual, or discrimination or retaliation against a Town employee for reporting any fraudulent activity or dishonest act, or discrimination or retaliation against a Town employee for engaging in a protected activity, shall be reported immediately to the Town Manager, who will conduct an investigation into the alleged activity, involving other applicable personnel and law enforcement agencies as the Town Manager deems necessary or appropriate. An employee found to have engaged in any dishonest acts or fraudulent activity, or who is involved in discriminating or retaliating against a person who reports such activity or otherwise engages in protected activities, is subject to disciplinary action for misconduct by the Town of Highlands, which may include dismissal and referral to the Macon County District Attorney for prosecution, depending on the circumstances. Any dishonest act or fraudulent activity by a non-employee, covered individual may be referred to the appropriate law enforcement agency or Macon County District Attorney for investigation and prosecution.
- VI. Any employee of the Town of Highlands who has a reasonable basis for believing a fraudulent activity or dishonest act has occurred or is occurring has a responsibility to promptly notify the Town Manager, and the failure to do so may be considered misconduct by the Town, depending on the circumstances.
- VII. Elected officials of the Town of Highlands have a responsibility to immediately notify the Town Attorney of fraudulent activity or any dishonest act involving covered individuals which is reported to them or which they detect or suspect. If the alleged fraudulent activity or dishonest act involves a Town employee, the Town Attorney shall refer the matter to the Town Manager for appropriate investigation or action. If the alleged fraudulent activity or dishonest act involves the Town Manager or other covered individual other than a Town employee, the Town Attorney may investigate the matter, involve law enforcement personnel to investigate the matter, or refer the matter to the Macon County District Attorney for prosecution, depending on the circumstances.

- VIII. Other individuals can report suspected fraudulent activity or dishonest acts by a covered individual anonymously by sending written notice in a sealed envelope to the Town of Highlands administrative offices to the attention of the Town Manager or Town Attorney. Depending on the classification of the covered individual about whom the fraudulent activity or dishonest act is alleged, the Town Manager or Town Attorney shall proceed, as appropriate, pursuant to paragraph V or VII.
- IX. An employee who believes that he has been discriminated or retaliated against due to a good faith report of fraudulent activity or dishonest act, or for engaging in a protected activity, shall be entitled to file a grievance in accordance with Article IX of the Town of Highlands Personnel Policy.

Adopted this the 18th day of February, 2016.

Commissioner Pierson made a motion to adopt the whistle blowers policy, which was seconded by Commissioner Stiehler and the vote was unanimous.

C. Departmental Update

Highlands Police Detective Andrea Holland was on hand and gave a presentation on the increase in solved cases since the reinstallation of the detective position.

11. Miscellaneous Matters:

A. ABC Board Request

ABC Board Chair Brenda Pierson asked the Board to send a letter to the North Carolina Alcoholic Beverage Commission stating that the ABC Store can make annual payments to the Town instead of bi-annual payments and that a capital improvement account was approved to be opened by the ABC Board.

Mayor Pro Tempore Patterson made a motion to approve these two requests from the ABC Board, which was seconded by Commissioner Pierson and the vote was unanimous.

B. Highlands School 5K Color Run

The Highlands School Sophomore class asked the board to approve a 5K Color Run for April 9th at 10am. The race will follow the general race route and the volunteers and public safety officials will be secured.

After a brief discussion, Mayor Pro Tempore Patterson made a motion to approve the race with a rain date of April 16th, which was seconded by Commissioner Stiehler and the vote was unanimous.

12. Closed Session

Commissioner Pierson made a motion to go into Closed Session pursuant to NCGS §143-318.11(a)(6) at 8:21pm to discuss a personnel matter, which was seconded by Mayor Pro Tempore Patterson and the vote was unanimous.

Once discussion was held, Mayor Pro Tempore Patterson moved the Board back into open session at 8:57pm, which was seconded by Commissioner Stiehler and the vote was unanimous.

Mayor Pro Tempore Patterson moved to suspend the process of selecting a Finance Officer at this time, which was seconded by Commissioner Stiehler and the vote was unanimous. The Board then instructed Town Attorney Coward to work on a job description with the assistance of the League of Municipalities and the Local Government Commission and to present his findings at the upcoming retreat. Any person with current applications will be notified. A new advertisement for the position will be posted as soon as the job description is approved, at that time the process of selection will be restarted.

13. Adjournment

As there were no further matters to come before the Board of Commissioners, Commissioner Pierson moved to adjourn which was seconded by Commissioner Dotson and upon a unanimous vote, the Town Board adjourned at 9:00pm.

Patrick Taylor
Mayor

Rebecca R. Shuler, CMC, NCCMC
Town Clerk