



**Town of Southern Shores
Council Meeting
March 3, 2015**

The Town of Southern Shores Council met in the Pitts Center located at 5375 N. Virginia Dare Trail at 5:30 p.m. on Tuesday, March 3, 2015.

COUNCIL PRESENT: Mayor Pro Tem Jodi Hess, Council Members David Sanders, Larry Lawhon and Leo Holland.

COUNCIL ABSENT: Mayor Bennett

OTHERS PRESENT: Town Manager Peter Rascoe, Town Attorney Ben Gallop, Town Clerk Sheila Kane.

CALL TO ORDER / PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE

Mayor Pro Tem Hess called the meeting to order at 5:30 p.m., led the Pledge of Allegiance, and held a Moment of Silence.

AMENDMENTS / APPROVAL OF AGENDA

MOTION: Council Member Lawhon moved to approve the agenda as presented. The motion was seconded by Council Member Holland. The motion passed unanimously (4-0).

GENERAL PUBLIC COMMENT

Mayor Pro tem Hess called on public comment and the following citizens offered comment:

Robert John Hawk, Southern Shores property owner
Ursula Bateman, Southern Shores property owner
Toni Tiberi Radomski, Southern Shores property owner
Joe Van Gieson, Southern Shores property owner
Fred Newberry, Southern Shores property owner
Tommy Karole, Southern Shores property owner
Lorelee Di Bernardo (League of Woman Voters LWV)
Ike McRee, Southern Shores property owner

CONSENT AGENDA

The Consent Agenda consisted of the following items:

- Approval of Minutes- February 3, 2015
- Dare County Tax Pickups and Releases

MOTION: Council Member Holland moved to approve the consent agenda. The motion was seconded by Council Member Sanders. The motion passed unanimously (4-0).

[Clerk's Note: A copy of the Dare County tax pickups and releases are hereby attached as Exhibit A].

STAFF REPORTS

Town Planner:

The Town Planner, Wes Haskett presented the Planning Department's monthly report containing the following:

- Permitting and Inspections for February, 2015

Southern Shores Police Department

Chief Kole presented the Police Department's monthly report for February.

Southern Shores Volunteer Fire Department: Fire Chief, Ed Limbacher presented the Fire Department's monthly report for February.

[Clerk's Note: A copy of staff reports are hereby attached as Exhibit B].

REPORTS FROM TOWN BOARDS

None

OLD BUSINESS

None

NEW BUSINESS

Consideration of Amendment to Rules of Procedure for Town Council

Mayor Pro Tem Hess presented proposed amendments to the Council's Rules of Procedures as discussed at the February 17, 2015 Strategic Planning Retreat. She also proposed a subsequent change to the Capital Improvement Planning Committee make-up, which now proposes the Mayor's appointment of two citizens in lieu of one citizen.

MOTION: Council Member Holland moved to approve the amendment to the Rules of Procedure for Town Council. The motion was seconded by Council Member Sanders. The motion passed unanimously (4-0).

2015-2016 Annual Budget for the Government Education Access Channels Committee

MOTION: Council Member Lawhon moved to approve the 2015-2016 Annual Budget for the Government Education Channels Committee. The motion was seconded by Council Member Holland. The motion passed unanimously (4-0).

Amended Interlocal Agreement recommended by the Government Education Access Channels Committee

MOTION: Council Member Holland moved to approve the amendment to the Government Access Channels Interlocal Agreement. The motion was seconded by Council Member Lawhon. The motion passed unanimously (4-0).

[Clerk's Note: A copy of the new business items are hereby attached as Exhibit C].

OTHER ITEMS

Town Manager's report

The Town Manager addressed several matters:

- Staff has placed a history and explanation of funds received from the Powell Bill on the Town's website.
- The street improvement projects are underway and some streets are receiving a new base because the prior streets had a clay or sand base.
- April 21st will be a budget planning session. This is the time to review line items for the budget.
- The formal budget will be presented to Council on May 5th with a Public Hearing set for June 2nd.

- On July 7th there will be a Public Hearing to consider FY15-16 capital improvement projects

Town Attorney:
None

Mayor Pro Tem comments:
Mayor Pro Tem Hess announced that due to lack of agenda items the March 17th mid-month meeting will be cancelled.

Council Members' comments:
Council Member Holland stated he will be attending the 2015 NC Coastal Local Governments Annual Meeting March 16-17.

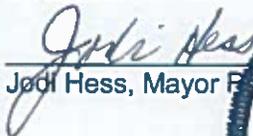
CLOSED SESSION

MOTION: Mayor Pro Tem Hess moved to go into closed session pursuant to NCGS 143-318.11(a) section (1): "to consider proposed draft closed session minutes which are privileged or confidential pursuant to N.C.G.S. 143-318.10(e)" and section (3): to consult with the attorney retained by the Town in a manner preserving the attorney-client privilege regarding the matter of Southern Shores v. Ginguite Woods Water Reclamation Association, Inc. The motion was seconded by Council Member Holland. The motion passed unanimously (4-0).

ADJOURN

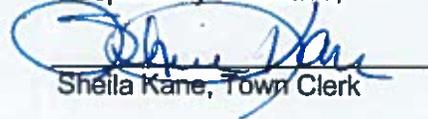
MOTION: Upon returning to open session and taking no action Council Member Holland moved to adjourn. The motion was seconded by Council Member Sanders. The motion passed unanimously (4-0). The time was 6:33 p.m.

ATTEST:


Jodi Hess, Mayor Pro Tem



Respectfully submitted,


Sheila Kane, Town Clerk

3-3-15 TC Report

1. Permitting for February, 2015

-8 Zoning Permits were issued.

-25 building permits were issued: 2 new single-family dwelling, 1 repair, 1 remodel/addition, 5 remodels, 1 accessory structure, and 15 others (bulkhead, mechanical, electrical, or plumbing)

-16 single-family dwellings are currently under construction

-Total amount of fees collected in February was \$8,891.20.

2. March 16th Planning Board Meeting

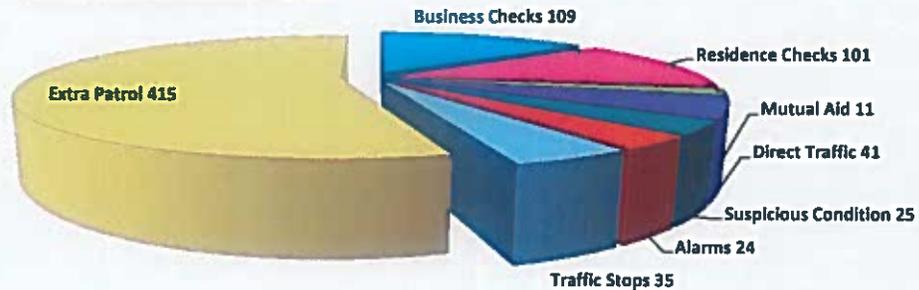
-A Zoning Text Amendment (ZTA) application has been submitted to establish an Ordinance to minimize tree clear cutting. The application and draft Ordinance will be posted on the Town's website tomorrow and public notices will be published shortly thereafter.

February 2015

Southern Shores Police Department



Calls For Service - 941



Southern Shores VFD

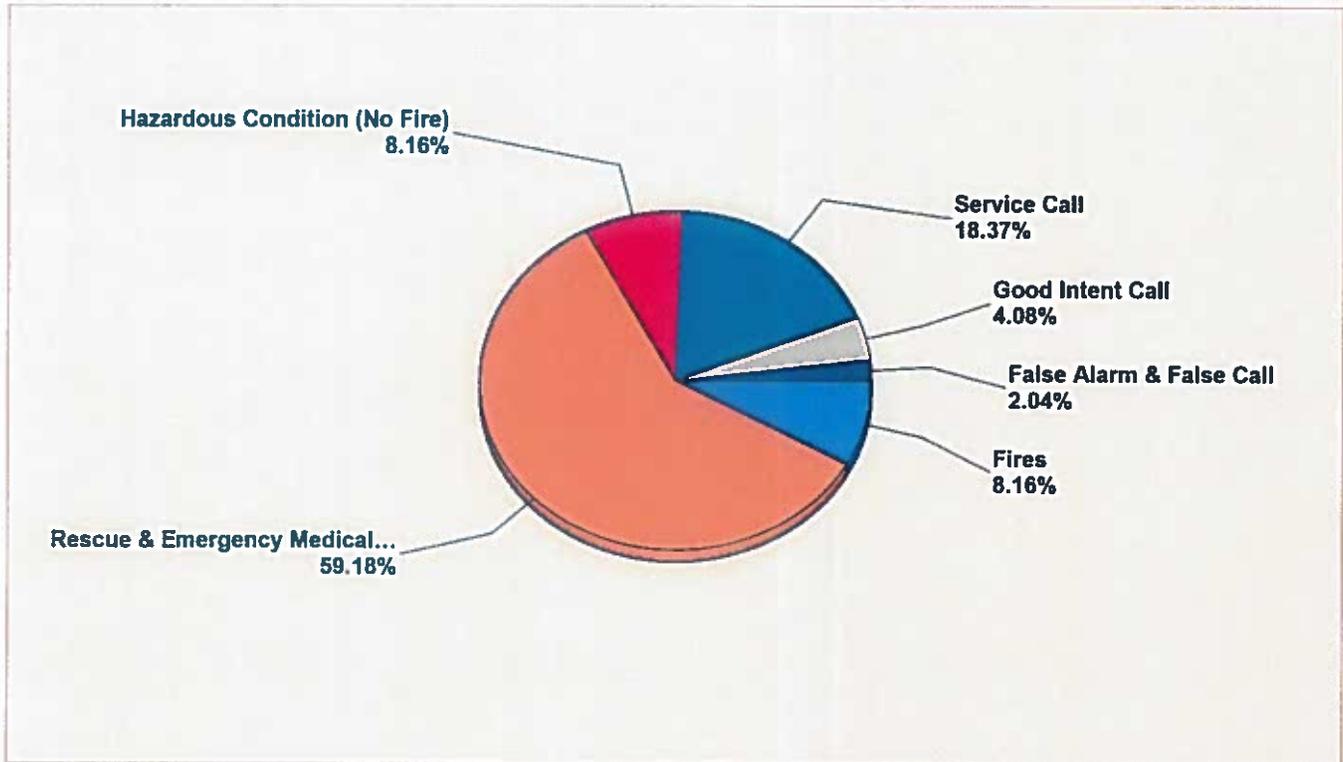
Southern Shores, NC

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Breakdown by Major Incident Types for Date Range

Start Date: 02/01/2015 | End Date: 02/28/2015



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	4	8.16%
Rescue & Emergency Medical Service	29	59.18%
Hazardous Condition (No Fire)	4	8.16%
Service Call	9	18.37%
Good Intent Call	2	4.08%
False Alarm & False Call	1	2.04%
TOTAL	49	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	2	4.08%
112 - Fires in structure other than in a building	1	2.04%
142 - Brush or brush-and-grass mixture fire	1	2.04%
321 - EMS call, excluding vehicle accident with injury	29	59.18%
412 - Gas leak (natural gas or LPG)	1	2.04%
424 - Carbon monoxide incident	1	2.04%
442 - Overheated motor	1	2.04%
445 - Arcing, shorted electrical equipment	1	2.04%
500 - Service Call, other	1	2.04%
520 - Water problem, other	1	2.04%
522 - Water or steam leak	1	2.04%
531 - Smoke or odor removal	1	2.04%
550 - Public service assistance, other	1	2.04%
553 - Public service	3	6.12%
571 - Cover assignment, standby, moveup	1	2.04%
611 - Dispatched & cancelled en route	1	2.04%
651 - Smoke scare, odor of smoke	1	2.04%
743 - Smoke detector activation, no fire - unintentional	1	2.04%
TOTAL INCIDENTS:	49	100.00%

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.



**INTERLOCAL SHARED USE AGREEMENT AMONG
THE TOWNS OF NAGS HEAD, MANTEO, KILL DEVIL HILLS,
SOUTHERN SHORES, KITTY HAWK, DUCK; THE
COUNTY OF DARE; THE DARE COUNTY BOARD OF EDUCATION; COLLEGE OF THE
ALBEMARLE; AND UNC COASTAL STUDIES INSTITUTE
REGARDING THE GOVERNMENT AND EDUCATION
ACCESS CHANNELS**

THIS INTERLOCAL AGREEMENT is made and entered into by The Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck, North Carolina Municipal Corporations, (the "Municipalities"); The County of Dare (the "County") by and through their Boards of Commissioners; the Dare County Board of Education ("BOE"); College of The Albemarle ("COA"); and UNC Coastal Studies Institute ("CSI") effective the ____ day of _____, 2015, pursuant to Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes:

WITNESSETH:

THAT WHEREAS, the Towns of Nags Head, Manteo, and Kill Devil Hills heretofore by a document entitled "Agreement for Shared Use of Government Access Channel Provided by Falcon Cable TV" (the "Agreement") which became effective April 5, 1995, upon its approval by the Towns of Nags Head, Manteo, and Kill Devil Hills, created a Government Access Channel Committee to operate and oversee the government access channel to be operated on the cable TV system;

Thereafter in or about April 1997, the County became a Participating Entity upon its request of January 1997 which was approved by the Towns of Nags Head, Manteo, and Kill Devil Hills;

Thereafter in or about March 2002, the Town of Southern Shores became a Participating Entity upon its request of February 2002 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills and the County; and

Thereafter in or about October 2002, the Town of Kitty Hawk became a Participating Entity upon its request of August 2002 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores and the County; and

Thereafter in or about September 2004, the Town of Duck became a Participating Entity upon its request of July 2004 which was approved by the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk and the County; and

Thereafter in or about December 2008, the Dare County Board of Education became a Participating Entity by approval of the Towns of Nags Head, Manteo, Kill Devil Hills, Southern Shores, Kitty Hawk, Duck and Dare County; and

- (h) Educational Entity. The BOE, COA, and CSI.
- (i) Cable TV Operator. Falcon Cable, its successor Charter Communications and any successors thereto,

Section 2. Rights of Participating Entities.

- (a) Each Participating Local Government Entity shall be entitled to equal participation in the operation and use of the Government Channel.
- (b) Each Participating Educational Entity shall be entitled to equal participation in the operation and use of the Education Channel.
- (c) Each Participating Entity shall appoint one member as provided below (the "Member") to act as its representative on the governing board, which shall be named The Government-Education Access Channels Committee (the "Committee"), and each designated representative to the Committee shall be entitled to one vote on all matters to be decided by the Committee
- (d) In the event of disagreement by Participating Local Government Entities on the operation of the Government Channel, or by Participating Educational Entities on the operation of the Education Channel, the Committee shall resolve any such disputes or disagreements. All decisions of the Committee shall be final.
- (e) All such decisions of the Committee shall be determined by majority vote; provided however that the Committee shall not have the power or authority to impose or create any financial obligation of any kind for any Participating Entity without the express written consent of the Participating Entity, which consent shall be deemed given upon the Participating Entities' approval of the annual budget of the Committee.
- (f) The Cable Operator may participate in the meetings of the Committee upon its request approved by the Chairperson of the Committee, or at the invitation of the Committee, for the purpose of advising and assisting as needed. The Cable Operator shall not have any voting rights at such meeting.

Section 3. The Government-Education Access Channels Committee (the "Committee").

- (a) From time to time, each Local Government Entity shall designate one of its elected officials to serve as its representative (the "Member") on the Committee and shall advise the other Participating Entities of the Member selected. From time to time, each Educational Entity shall designate a representative to serve as its representative on the Committee (the "Member") and shall advise the other Participating Entities of the member selected.

- (d) The Committee will maintain complete records in accordance with North Carolina Public Records Law (Chapter 132 of the N. C. General Statutes). Copies of materials in the public file shall be available for reproduction upon request, providing the requesting party pays the cost of reproduction.
- (e) In the event of an activation of the Dare County Emergency Operations Center, all programming on the Government Channel and the Educational Channel may be preempted for emergency programming and information as may be deemed necessary by the Dare County Control Group or the Dare County Director of Emergency Operations.

Section 5. Regulations.

- (a) The Government Channel and/or the Education Channel, respectively, may be available upon approval by the Committee for non-commercial use by Governmental Units who are not Local Government Entities and by educational institutions who are not Educational Entities, upon the filing of an appropriate request in accordance with Section 3 and consistent with the availability of the channel and staff at the time of and for the duration requested. The Committee, or its designated representative, reserves the right to pre-empt programs due to staffing constraints, and adjust these regulations when deemed necessary.
- (b) The presentation of advertising material designed to promote the sale of commercial products or services or the solicitation of funds (including advertising by or on behalf of legally qualified candidates for public office) by users authorized by the Committee is prohibited.
- (c) These channels shall not be used to present any obscene or indecent matter, or content deemed objectionable as judged by community standards.
- (d) These channels shall not be used to present any information, which directly or indirectly concerns a lottery as defined in Section 1c above.
- (e) These channels may not be used for political purposes.

communities. Except, however, for any entity that did not use the Channels during the preceding fiscal year due to suspension or not having been a Participating Entity, the allocation for that entity shall be a fraction of the total funding request with no reduction by the amount of the unexpended and unobligated surplus in which the numerator is one (1) and the denominator is the number of participating entities anticipated for the new fiscal year.

4. Each of the Participating Entities shall consider the proposed Government-Education Access Channels Committee budget in its budget process. In the event any Participating Entity indicates its intent to deny, change, amend, reduce, increase or in any way alter the proposed budget, including its *pro rata* share of the funding request, the Committee shall attempt to reconcile the budget request with and among the Participating Entities.
5. Upon completion of attempts to reconcile the budget, the Committee shall submit an amended budget request to each of the Participating Entities by April 30 of each year. Failure or refusal of any Participating Entity to adopt and ratify the proposed amended budget request, including the requested contribution of funds, shall result in a suspension of that Entity's right to utilize the Channels during the fiscal year for which the budget is requested.
6. If any Participating Entity fails or refuses to adopt the amended budget request, the Committee shall prepare a second amended budget request that reallocates the funding request using the formula in paragraph 3 above among the Participating Entities that adopted the amended budget request. If any Participating Entity has adopted its own budget prior to the receipt of the second amended budget request, that Entity shall process the request following its usual procedure for budget amendments.
7. A permanently withdrawn Entity pursuant to Section 10 of the Agreement shall not be entitled to any portion of the unobligated and unexpended funds remaining on deposit in the Gov-Ed TV Fund.
8. All funds received for use by the Committee in the operation of the Government Channel and the Education Channel shall be deposited in an Gov-Ed TV Fund account held and administered by Dare County solely for the purposes and upon the terms set forth in this agreement. Any Participating Entity shall have the right at any time to request a copy of the account, including a record of all receipts and expenditures.
9. All funds received by a Participating Entity from the State of North Carolina as a part of the franchise fee reimbursement program shall be deposited into the Gov-Ed TV Fund account set forth in Paragraph 8 above to be used solely for the purposes and upon the terms set forth in this agreement or as may be required by the State of North Carolina.

Section 8. Programming

- (a) The Local Government Entities may use the Government Channel and the Educational Entities may use the Education Channel for any lawful, nonprofit purpose for the benefit of the citizens in this area, including distribution of educational, governmental, informational, or other public interest programming by units of government. No commercial activity, commercial advertising or other programming for which payment is made shall be permitted. It is further agreed that the Government Channel and the Education Channel cannot be used for political advertising, for programming supporting or opposing any candidate for office, or for other political programming or political purpose with the exception that each Participating Entity may use the Government Channel to air ~~twice a candidate forum sponsored by the Participating Entity and held during the Participating Entity's election cycle~~ up to four times a candidate forum sponsored by the Participating Entity with candidates in an election for the Participating Entity's jurisdiction and during the Participating Entities election cycle. It is further agreed that if a candidate is seeking an elected office that represents Dare County directly even if the office is a state office, a candidate forum could be sponsored by any of the Participating Entities and aired up to four times.

In order for a forum to be sponsored and broadcast on the Government Channel, no Participating Entity may use LDPI funding to produce a Candidate Forum. Forums must be funded by a neutral third party or a sponsoring municipality/county. Notwithstanding the foregoing, elected officials and employees of the parties to this Agreement may appear on the Government and Education Channels in the performance of their duties in the normal course of business.

- (b) Programming shall be determined by the Committee, or its designated representative(s), in accordance with its rules, Standard Operating Procedures, and this Shared Use Agreement, and may include meetings of government boards and governmental units, and other governmental and educational programming from outside sources, including but not limited to The Open Public Events Network (OpenNet), the Department of Travel and Tourism, and other governmental and educational units.
- (c) The Government Channel and Education Channel programming will include the Bulletin Board as a regular feature, which may carry information:
- (1) Government or Educational Events
 - (2) Scheduling announcements for Government or Education Channel

of the Committee for the remainder of the fiscal year of withdrawal. In the event this Shared Use Agreement is terminated by all parties, any funds on deposit for operation of the Government and Education Channels shall be first used to pay all existing expenses and obligations, then to pay all obligated budget items. Upon payment of such sums, the remaining balance will revert to the Participating Entities equally. In the event that any party or parties (but not all parties) shall withdraw from the terms of this agreement, such withdrawing entity shall not be entitled to reimbursement or return of any funds and all such funds on deposit with the Committee shall be deemed forfeited to the Committee by the withdrawing entity. Similarly, a withdrawing entity shall have no claim or right to any equipment or other assets of the Committee or any share thereof.

Section 11. Amendments, Modifications and Notices.

This Shared Use Agreement may be amended, modified or terminated at any time by affirmative vote equal to or greater than two thirds of the Participating Entities. Further, any party may withdraw from this agreement by the giving of a ninety (90) day notice, in writing, by the terminating party and addressed to the non-withdrawing parties. Said notice shall designate the effective date of withdrawal.

Section 12. Effective Date.

This Shared Use Agreement shall become effective on the latest date that all parties hereto ratify this agreement by a resolution of the governing board of each and the resolution is spread upon the minutes of each of said boards. Upon ratification, this agreement shall continue and be effective for ten (10) calendar years, expiring on the last day of the one hundred twenty first (121st) month following ratification unless extended by written agreement of the then participating governments.

IN TESTIMONY WHEREOF The Participating Entities have caused this instrument to be executed in their names and behalf by their Mayors, attested by their Clerks, and their corporate seal affixed hereto, all as the acts and deeds of the Municipalities pursuant to a resolution of their Boards of Commissioners adopted at duly assembled meetings thereof as indicated below; and The County of Dare has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Clerk to the Board and its seal affixed hereto, all as the act and deed of its Board of Commissioners, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; The Dare County Board of Education has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; College of The Albemarle has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Kill Devil Hills, North Carolina, this
the ____ day of _____, 2015.

Town of Kill Devil Hills, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the County of Dare, North Carolina, this the
____ day of _____, 2015.

County of Dare, North Carolina

(Corporate Seal)

By: _____
Bob Woodard, Chairperson

Attest:

Gary L. Gross, Clerk to the Board

Adopted by the Dare County Board of Education, this the ____ day of _____, 2015.

Dare County Board of Education

(Corporate Seal)

By: _____
Chairperson

Attest:

Secretary to the Board

**STANDARD OPERATING PROCEDURES
GOVERNMENT ACCESS CHANNEL AND EDUCATIONAL ACCESS CHANNEL**

ADDENDUM

Purpose: The purpose of this SOP Addendum is to provide guidelines and standards for Government Channel and Education Channel programming which may be inconsistent with the Interlocal Shared Use Agreement's prohibition against political programming, and public perception that certain types of programs may be aired for political purposes, regardless of content, and which may provide an unfair advantage to certain candidates for political office. Notwithstanding any of the provisions of Section 1 or 2 below, elected officials and employees of the parties to this Agreement may appear on the Government and Education Channels in the performance of their duties in the normal course of business. To this end, the following policy and procedures are hereby adopted as an Addendum to the Standard Operating Procedures by the Government-Education Access Channels Committee ("Committee"):

Section 1. Government Employee Candidate programming prohibited.

If an employee of a unit of local Governmental Unit within Dare County or employee of any Education Unit becomes a declared candidate for any public office, that employee may not be featured in any program aired on the Government Channel and/or Education Channel for so long as the employee is a declared candidate.

Section 2. Definitions

For purposes of the SOP Addendum, the following definitions shall apply:

- (a) **Administrator.** Administrator shall include the Dare County Public Information Officer or any other employee or individual so designated by the Committee as being responsible for ensuring operations of the Government Channel and Education Channel consistent with the Interlocal Shared Use Agreement, the SOP, and all other applicable laws and regulations
- (b) **Employee.** Employee shall include any part-time or full-time employee of a unit of local government in Dare County, (including, but not limited to, any incorporated municipality within Dare County, Dare County Government), the Dare County Public School System, College of The Albemarle, and/or the UNC Coastal Studies Institute.
- (c) **Featured.** Featured shall be defined as the employee's name, likeness, or visual image being displayed or incorporated as a prominent part or characteristic of the program. This definition shall not apply to:
 - i. An audio reproduction of the employee's voice as long as the employee is not identified by name, title or position;

Channel, and the Chairperson (or, in his/her absence, the Vice-Chairperson) shall convene an emergency meeting of the Committee within ten (10) days of the date on which the violating program was removed from the Government Channel and/or Education Channel. If the Committee determines that the program violates this SOP Addendum, the program shall not be replayed on the Government Channel and/or Education Channel for so long as the featured employee is a candidate for public office. If the Committee determines that the program does not violate this SOP Addendum, the program shall be immediately reinstated on the Government Channel and/or Education Channel during the Participating Entity's normal program time. Votes by the Committee on the question of whether a program violates this SOP Addendum made during emergency meetings called pursuant to this provision shall be determined by a 2/3 majority of those present at the meeting.

IN TESTIMONY WHEREOF The Participating Entities have caused this instrument to be executed in their names and behalf by their Mayors, attested by their Clerks, and their corporate seal affixed hereto, all as the acts and deeds of the Municipalities pursuant to a resolution of their Boards of Commissioners adopted at duly assembled meetings thereof as indicated below; and The County of Dare has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Clerk to the Board and its seal affixed hereto, all as the act and deed of its Board of Commissioners, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; The Dare County Board of Education has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; College of The Albemarle has caused this instrument to be executed in its name and behalf by its Chairperson, attested by the Secretary to the Board and its seal affixed hereto, all as the act and deed of its Board, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto; and UNC Coastal Studies Institute has caused this instrument to be executed in its name and behalf by its President, and its seal affixed hereto, all as the act and deed of its institution, pursuant to a resolution adopted as indicated below, all effective the day and year of the latest ratification by a party hereto.

Adopted by the Town Council of the Town of Kitty Hawk, North Carolina, this the ____ day of _____, 2015.

Town of Kitty Hawk, North Carolina

(Corporate Seal)

By: _____
Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the Town of Kill Devil Hills, North Carolina, this the ____ day of _____, 2015.

Town of Kill Devil Hills, North Carolina

(Corporate Seal)

By: _____

Mayor

Attest:

Town Clerk

Adopted by the Board of Commissioners of the County of Dare, North Carolina, this the
____ day of _____, 2015.

County of Dare, North Carolina

(Corporate Seal)

By: _____
Bob Woodard, Chairperson

Attest:

Gary L. Gross, Clerk to the Board

Adopted by the Dare County Board of Education, this the ____ day of _____, 2015.

Dare County Board of Education

(Corporate Seal)

By: _____
Chairperson

Attest:

Secretary to the Board



Closed Session
March 3, 2015

Those in attendance: Mayor Pro Tem Hess, Council Members Holland, Sanders and Lawhon).

Also present: Town Manager Peter Rascoe, Town Attorney Ben Gallop and Town Clerk Sheila Kane.

Absent: Mayor Bennett

Mayor Pro Tem Hess called the meeting to order 6:07 p.m. stating there are two items for the agenda

A.) The Town Clerk presented Council with closed session minutes for approval.

February 3, 2015

MOTION: Council Member Lawhon moved to approve the February 3, 2015 closed session minutes as presented. The motion was seconded by Council Member Holland. The motion passed unanimously.

B.) Town Attorney Ben Gallop led a discussion about the Ginguite Woods Water Reclamation Assoc. judgment. He stated the judgment has been refiled due to the expiration date. The original amount of the lien on the property is \$26,300. Hornthal Riley Ellis and Maland have been contacted about this judgment from a possible purchaser of the land.

ACTION: By concurrence of all Council Members the Town Attorney and Town Manager are instructed to negotiate the best settlement offer for the judgment.

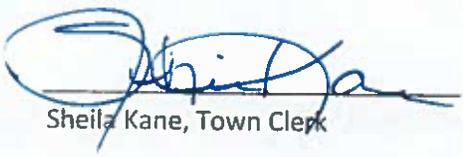
MOTION: Mayor Pro Tem Hess moved to adjourn the closed session at 6:32 p.m. Council Member Lawhon seconded. The motion passed unanimously.

ATTEST:


Thomas G. Bennett, Mayor



Respectfully submitted:


Sheila Kane, Town Clerk