

**MINUTES - REGULAR MEETING
BOONE TOWN COUNCIL JUNE
29, 2004**

A regular meeting of the Boone Town Council was called to order on Tuesday, June 29, 2004, at 6:30 p.m., in the Council Chambers, 1500 Blowing Rock Road. Mayor Velma C. Burnley presided. Council members present were Mayor Pro-Tem Loretta Clawson, Graydon Eggers, Lynne Mason, Bunk Spann and Dempsey Wilcox. Town Attorney Sam Furgiuele was also present. Staff present were Town Manager Greg Young; Town Clerk Freida Van Allen; Resource Director Jim Byrne; Personnel Director Peri Moretz; Planning Director John Spear; Finance Director Amy Davis; Public Services Director Blake Brown; Police Chief Bill Post; Public Utilities Director Rick Miller and Fire Chief Reggie Hassler.

TENTATIVE AGENDA ADOPTION

On a motion by Council member Mason, seconded by Council member Clawson, Council moved to adopt the agenda as presented.

VOTE: Aye-All
Nay-None

CONSENT AGENDA ADOPTION

On a motion by Council member Eggers, seconded by Council member Mason, Council moved to adopt the following consent agenda items:

Minutes: May 13, 2004, Quarterly Public Hearing
May 20, 2004, Regular Meeting
Tax Releases: May, 2004

TAXPAYER	YEAR	AMOUNT	DESCRIPTION
Garbage Disposal Service Inc.	2004	\$58.50	Vehicle in Mitchell Co.
Mountain Lumber Co. of Boone	2004	145.23	Incorrect fire district
Blue Ridge Energies, LLC	2004	85.55	Incorrect fire district
Raines, Wendy R.	2004	40.09	Does not live in TOB
Raines, Wendy R.	2003	69.62	Incorrect fire district
Fife, Roger V.	2003	57.00	Turned in tag
Graystone Lodge LLC	2003	48.32	Vehicle no longer kept @ lodge
New River Area Board of Mental Health	2003	73.22	Exempt
Hodges, Elizabeth L.	2003	40.82	Totaled vehicle
Fankhauser, Gabe	2003	7.68	Value adj. to purchase price
Taylor, Michael K. DDS	2003	103.71	Sold vehicle, turned in tag
Haywood, Donald E.	2003	64.62	Incorrect fire district
Parker, Henry H. & Mart	2003	76.36	Sold to Carolyn Clawson
Parker, Henry H. & Mart	2002	71.37	Sold to Carolyn Clawson
TOTAL		\$942.09	

Tax Refund: May, 2004

TAXPAYER	YEAR	AMOUNT	DESCRIPTION
----------	------	--------	-------------

Eggers, Stacy C Jr.	2003	1.69	Turned in plate
Jackson, William Harry	2003	14.79	Sold vehicle, turned in tag
TOTAL		\$16.48	

Write-off of Water Accounts:

NAME	AMOUNT
BALDWIN, KERRY KATHLEEN	\$15.00
BAUCOM, ROBIN	\$24.00
BORDAS, SCOTT	\$12.00
BROWN, BRANDY	\$12.00
BROWN, DEAN	\$30.00
BUTNER, IZZIE	\$48.00
CANTER, TRAVIS L.	\$24.00
CHEONG, CHEE SIONG	\$0.60
CHURNEY, BRIAN	\$45.20
COSTNER, ANDREW	\$47.50
DEAN, ROBERT	\$48.00
DILLARD, GLENDON	\$11.00
EATON, JESSICA	\$23.00
ELK HORN PROPERTIES	\$147.00
ELK HORN PROPERTIES	\$73.00
GAYNOR, PATRICIA	\$0.60
GLASCO, DARYN EUGENE	\$6.00
HILL, DAWNA	\$11.00
KISTLER, LINDI	\$0.80
MCCLAIN, LARRY	\$45.00
MELTON, TIMOTHY	\$9.00
MITCHELL, CHARLES RYAN	\$19.00
MOORE, SHANE ALLEN	\$0.50
MULLINS, WARREN	\$46.00
PLYLER, BRANDON ERIC	\$0.20
THAYER, DALE KLOCK	\$26.40
TOWNES, SUNNY	\$1.00
VIRGINIA, MARK STEVENS	\$5.00
WARD, SANDRA	\$6.00
WELCH, LATOYA	\$7.00
WESTERN CAROLINA NISSAN MAZDA	\$29.00

RUSH, EDDIE	\$566.61
MILLER, AILSA	\$274.30
MAYMEAD CONSTRUCTION	\$1,704.80
GLOVER, SANDRA	\$474.10
TRI-COUNTY COMMUNICATIONS	\$947.59
HERRON, WAYNE	\$421.21
SEARS	\$373.64
SHELL, CONNIE	\$221.68
IDOL SHELL	\$184.88

Adoption of Resolution: Supporting Amendment One

RESOLUTION IN SUPPORT OF AMENDMENT ONE: SELF-FINANCING BONDS: A LOCAL ECONOMIC DEVELOPMENT TOOL TO CREATE QUALITY JOBS, REVITALIZE COMMUNITIES AND ATTRACT NEW ECONOMIC OPPORTUNITIES IN NORTH CAROLINA

WHEREAS, the Town of Boone has a need to attract more jobs and economic development; and

WHEREAS, self-financing development bonds will have a direct impact on creating new jobs, new investment, and strengthening the tax base in our state; and

WHEREAS, North Carolina is only one of two states in the nation that do not have this economic development tool; and

WHEREAS, North Carolina will have some of the strongest safeguards in the country to ensure self-financing bonds are used for good purposes; and

WHEREAS, these bonds will give local governments flexibility to pursue multiple types of economic development projects including industrial site development, redevelopment of existing industrial and Brownfield sites, affordable housing and community revitalization, and allow North Carolina’s local governments to use a new mechanism to invest in public improvements designed to attract private sector investment;

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE TOWN OF BOONE strongly supports self-financing development bonds which will enhance our ability to create new jobs and investment in our community/county.

BE IT FURTHER RESOLVED that the Town of Boone pledges to work to educate and inform the citizens of our state and community about the importance of self-financing development bonds in providing jobs and improving the economic competitiveness, and pledges to encourage voters to approve the measure in November 2004.

This is the 29th day of June, 2004.

Mayor

ATTEST:

Town Clerk

Adoption of Contract: Watauga County Arts Council

This contract, made and entered into this the 1st day of July, 2004, by and between the Town of Boone, (hereinafter called "Town"), and the Watauga County Arts Council (hereinafter called "Arts Council").

WITNESSETH:

WHEREAS, the Jones House Advisory Board has recommended to the Boone Town Council that the Town enter into a contract with the Arts Council for the purpose of providing an Executive Director for the Jones House; and

WHEREAS, the Arts Council is willing to provide such a service.

Now, therefore, in consideration of the mutual promises contained herein, as well as other good and valuable consideration flowing between the parties, it is mutually agreed as follows:

1. The Arts Council shall provide an Executive Director and an Administrative Assistant for the Jones House. The Arts Council shall include as part of its personnel committee, one representative of the Town of Boone and one from the Jones House Advisory Board. The purpose of these appointees is to assist the Arts Council in selection and performance appraisal of the Jones House Executive Director and Administrative Assistant. The duties and responsibilities of such personnel shall be as follows:
 - a. To promote the purpose and goals of the Jones House Community Center which is to provide via the Jones House structure, its grounds, and any additions, a community and cultural center for performances, exhibitions, classes and meetings sponsored by various community organizations.
 - b. To assist the Jones House Advisory Board in implementing policies and objectives of the Board.
 - c. The Jones House Executive Director shall:
 - Provide administrative support to the Jones House Advisory Board to carry out responsibilities set forth in the Jones House Resolution dated May 27, 1993.
 - See that Jones House is made available to the public, 25 hours per week, for meeting space and to keep the gallery open 20 hours per week.
 - Oversee facility maintenance - cleanup, etc.
 - Schedule Special Events and community groups for maximum use of the house.
 - Work with the Advisory Board in developing Annual Budget and Annual plan for the House.
 - The Executive Director will employ and supervise part-time help as needed with input from the Personnel Committee.
 - Handle other reasonable activities as directed by Jones House Advisory Board.
2. The Town shall pay the Arts Council the sum of \$33,315. for said services, said sum to be paid in twelve equal monthly installments, commencing on July 30, 2004.
3. The Arts Council agrees to help keep the Jones House open for nighttime and

- weekend events as much as possible.
4. This contract shall terminate on June 30, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and first above written.

Adoption of Lease: Watauga County Arts Council

This LEASE is made on the 1st day of July, 2004, by and between the TOWN OF BOONE, (hereinafter referred to as Lessor), and the WATAUGA COUNTY ARTS COUNCIL, (hereinafter referred to as Lessee).

1. **Leased Premises.** The Lessor hereby leases to the Lessee an office in the 2nd floor of the Jones House, said office being the first office to the left of the stairs. The Lessee also has the right to use the reception area and gallery on the first floor, said use to be in common with others. Gallery exhibits shall be determined and maintained by Lessee.
2. **Term.** The term of this lease shall be one (1) year beginning on July 1, 2004, and end on June 30, 2005.
3. **Rent.** The rent for this term shall be fifty dollars (\$50.00), per month and shall be due by the 1st day of each month.
4. **Hours of Operation.** The Jones House shall operate on the average of 25 hours per week, and the gallery available to the public 20 hours per week, with the exception of 2 weeks when it shall be closed. Those weeks are: One week around the Christmas holiday; and one week independently selected by the Jones House Executive Director. These weeks must be approved and mutually agreed upon by the Jones House Advisory Board and the Arts Council.
5. **Lessee's Care.** The Lessee will commit no act of waste, will take good care of the premises, and will comply with all applicable laws and regulations.
6. **Maintenance and Repairs.** Lessee shall be responsible for any damages caused by its employees, agents or invitees. The Lessor shall be responsible for repairs related to ordinary wear and tear.
7. **Supplies.** The Lessor shall allow the Lessee to use any surplus office equipment the Lessor may have at the Jones House. The Lessee shall be responsible for 1/2 of the supplies and maintenance costs of this equipment.
8. **Assignment of Subletting.** The Lessee shall not assign or sublease the premises without the prior consent of the Lessor.
9. **Alterations.** The Lessee shall not make any alterations, additions, or improvements to the premises without the prior consent of the Lessor.
10. **Utilities.** The Lessee is responsible for paying its phone bill. Lessor shall pay all other utilities.
11. **Personal Property.** The Lessor is not responsible for any personal property located within the Jones House or situated on the grounds of the Jones House.
12. **Default.** If the Lessee defaults in the payment of rent or in the performance of any conditions of this lease, the Lessor may give Lessee written notice of default. If the Lessee does not cure the default within ten (10) days after the giving of notice, this lease shall terminate, and the Lessee shall at once quit and surrender the premises to the Lessor. If this lease is terminated by the Lessor, it may thereafter resume possession of the premises by any lawful means and remove the Lessee or other occupants and their property.
13. **Governing Law.** This lease shall be governed by and construed in accordance

with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto executed this lease in duplicate originals, and agree to all the conditions set forth above, the day and year first above written.

Reappointment of Town Manager to Rural Transportation Advisory Committee of the High Country Council of Governments.

VOTE: Aye-All
Nay-None

FY 04/05 BUDGET PUBLIC HEARING

Mayor Burnley opened the public hearing at 6:32 p.m. Town Manager Greg Young said the budget reflects a tax rate of 40 cents per \$100 valuation for the Town, 21 cents for the Municipal Service District and an 8-cent increase in water and sewer rates.

Jennifer Grubb of Watauga Youth Network thanked Council for their allocation and asked that Council consider funding them at the same level next fiscal year.

Sandra Ruppard of Watauga Youth Network also thanked Council for their generous donation and asked that Council consider the same allocation for next year.

Judith Winecoff of Watauga County Library thanked Council for their donation which is used for the children’s library.

Ed Lindau, a patron of the children’s library, thanked Council for their donation.

The public hearing closed at 6:42 p.m.

ACCEPTANCE OF PROPERTY DONATION - ARMFIELD COFFEY PROPERTY OFF MORETZ STREET

Mayor Burnley made the following announcement:

Rachel Rivers Coffey and Armfield Coffey have made lasting contributions to the Town of Boone, Watauga County, and the area. As publishers of the Watauga Democrat, they were the region’s most effective boosters, supporting and promoting our area through their coverage. Countless worthy civic, charitable, and governmental goals and objectives benefited from the extensive coverage they provided.

Their love for the Town of Boone, for the preservation of green space and local history prompted the gift of the R. C. Rivers’ homeplace and the adjacent real estate in 1998. Plans for this property, when it becomes available, include a museum as a repository for artifacts and local history records which will ensure their preservation for future generations. This was the wish that Rachel expressed to me at the time of the donation. The structure is a beautiful rock house in a lovely, natural setting. Future generations will benefit from this portion of downtown Boone, history preserved as a wildlife sanctuary, recreational area and public space.

Today the Town Council is accepting another valuable property at 122 Moretz Street which is adjacent to the Rivers House with the following terms and stipulations:

- 1. Use for recreational purposes*
- 2. Green space*
- 3. Any installation of utility lines must be underground to minimize any disturbance to the natural environment*
- 4. Flood mitigation*
- 5. Wildlife sanctuary*
- 6. Existing buildings may be torn down*
- 7. Free, unmetered parking for park users*

I asked Armfield to be present as the Town officially accepts this valuable gift, and I am pleased that he is with us. Both Rachel and Armfield have always preferred to give anonymously and have never sought the limelight. However, we would be remiss if we did not publicly express, for the citizens of Boone, our gratitude for this marvelous gift which is held in perpetuity for future generations.

It is my understanding that Rachel and Armfield were deeply interested in the replacement of the Daniel Boone monument, which was dismantled some years ago, to the Rivers Street property. In recognition and appreciation of their contributions to the Town of Boone, I propose to the Town Council that we collaborate with Armfield on a

design which replicates the original monument as much as possible and that we move forward expeditiously toward completion of the project. Armfield, we offer our heartfelt thanks for your generosity to our town.

Mr. Armfield Coffey said he was pleased to give the property to the Town and hoped that one day it will be developed into a park. On a motion by Council member Eggers, seconded by Council member Wilcox, Council moved to accept the following deed: **EXHIBIT A**

VOTE: Aye-All
Nay-None

ADOPTION OF ORDINANCE - FY 04/05 BUDGET ORDINANCE

Town Manager Greg Young presented the budget ordinance for Fiscal Year 2004/2005. Town Manager Young said the budget reflects a 3% cost of living increase for employees, merit funding, an increase in 401-K from 4 to 5% and an increase in water rates. The tax rate also increased by 1¢ to 40¢ per \$100 valuation. Before voting on the ordinance, Council member Eggers complimented Town Manager Young on the excellent job he did with this year’s budget. Town Manager Young complimented Staff on their excellent work as well. On a motion by Council member Spann, seconded by Council member Mason, Council moved to adopt the following budget ordinance:

ORDINANCE # 04-05

**TOWN OF BOONE, NORTH CAROLINA
2004-2005 BUDGET ORDINANCE**

BE IT ORDAINED by the Town Council of the Town of Boone, North Carolina that:

SECTION 1: It is established that the following revenues will be available in each fund listed for the operation of the Town of Boone government and its activities for the fiscal year beginning July 1, 2004 and ending June 30, 2005.

GENERAL FUND

Current Year Tax Levy and Penalties	3,523,794
Prior Year Taxes	35,000
Tax Penalties & Interest	11,000
Tax Refunds-Current Year	(3,000)
Tax Refunds-Prior Year	(2,000)
Gross Receipts Tax	20,000
Local Sales Tax 1%	1,490,000
Local Sales Tax ½%	480,000
Local Sales Tax ½%	480,000
Local Sales Tax ½%	564,299
Privilege Licenses	45,000
Room Occupancy Tax	165,000
Administrative Costs-Room Occupancy Tax	19,750
Cablevision Franchise Revenue	70,000
Utilities Franchise Tax	425,000
Telecommunications Sales Tax	200,000
Beer & Wine Tax	60,000
ABC Revenues	270,000
ABC Board-Law Enforcement	15,000

State Funds-Powell Bill	361,500
Building & Sign Permits	122,000
Parking Violation Fines	90,000
Police Fees	16,000
School Resource Officer	50,890
Fire Protection Charges-Watauga County	47,125
Fire Protection Charges-ASU	146,564
Fire Department-Misc. Fees/Permits	10,000
Interest Earned on Investments	45,000
Interest Earned on Powell Bill	1,200
Library Lot Parking	5,500
Tracy Circle Parking	3,600
Jones House Parking	4,800
Town Hall Parking Lot	56,000
Queen Street #2 Parking	25,000
Boot Fees	400
Parking Meters	10,000
Sale of Surplus Property	4,500
Contributions/Donations	800
Rental Income	15,000
Rental - Jones House	1,000
Bad Check Charges	50
Miscellaneous Revenue	74,208
Transfer from Sanitation Capital Reserve	85,000
Transfer from Separation Allowance Trust	35,923
Transfer from TOB Rural Fire Tax	86,375
Appropriated Fund Balance	200,152
TOTAL REVENUE -GENERAL FUND	\$9,367,430
EMERGENCY TELEPHONE SYSTEM	
E911 Telephone Surcharges	84,456
Wireless Surcharges	70,000
Interest Earned on Investments	1,500
TOTAL REVENUE -EMERGENCY TELEPHONE SYSTEM	\$155,956
NARCOTICS ENFORCEMENT DIV.	
Fund Balance Appropriated	15,000
TOTAL REVENUE-NARCOTICS ENFORCEMENT DIVISION	\$15,000
WATER & SEWER FUND	

Interest Earned on Investments	40,000
Water Sales	1,720,568
Sewer Charges	2,130,888
Water Tap Connection Fees	45,000
Sewer Tap Connection Fees	10,000
Re-connection Fees-Water	10,000
Septic Tank Discharge Fees	55,000
Impact/Availability Fees - Water	75,000
Impact/Availability Fees - Sewer	75,000
NSF/Returned Check Charges	500
Meter Check/Meter Re-Read Charges	7,000
Late Payment Penalties	60,000
Miscellaneous Revenue	5,000
Sewer Capital Reserve Contribution	211,000
Appropriated Fund Balance	132,024.
TOTAL REVENUE - WATER & SEWER FUND	\$4,576,980
HEALTH INSURANCE FUND	
Insurance Revenue - COBRA	1,000
Insurance Revenue - Retiree	12,500
Insurance Revenue - General Fund Transfer	525,000
Insurance Revenue - Water/Sewer Fund Transfer	200,000
Interest Earned on Investments	1,000
TOTAL REVENUE-HEALTH INSURANCE	\$739,500
MUNICIPAL SERVICE DISTRICT	
Current Year Taxes	64,061
Prior Year Taxes	350
Tax Penalties & Interest	300
Tax Refunds	(10)
Interest Earned on Investments	160
TOTAL REVENUE - MUNICIPAL SERVICE DISTRICT	\$64,861
TOB RURAL FIRE SERVICE DISTRICT	
Current Year Taxes	190,000
Prior Year Taxes	2,500
Tax Penalties & Interest	400
Tax Refunds & Releases	(150)
Interest Earned on Investments	200
Miscellaneous Revenue	500
Appropriated Fund Balance	57,825

TOTAL REVENUE - TOB RURAL FIRE SERVICE DISTRICT	\$251,275.
GRAND TOTAL OF ALL APPROPRIATIONS	\$15,171,002

SECTION 2: The following amounts are hereby appropriated in each fund listed for the operation of the Town of Boone government and its activities for the fiscal year beginning July 1, 2004 and ending June 30, 2005.

GENERAL FUND	
Governing Body	66,682
Administration	588,157
Finance	285,431
Tax Collections	74,161
Legal	62,700
Elections	2,000
Old City Hall Building	9,409
Blowing Rock Road Building	55,617
Brown Building	57,813
Jones House	65,362
Town Hall Building	80,089
Special Programs & Projects	510,112
Subsidies & Allocations	211,874
Professional Memberships	12,640
Non-Departmental	104,192
Police Department	2,254,903
Communications	380,005
Fire Department	839,933
Development Services	713,569
Public Works & Engineering	324,076
Street Department	1,013,560
Powell Bill	361,500
Fleet Maintenance	235,258
Facilities Maintenance	802,762
Sanitation	127,875
Recycling	127,750
TOTAL GENERAL FUND APPROPRIATIONS	\$9,367,430
EMERGENCY TELEPHONE SYSTEM	
Emergency E-911	155,956
TOTAL EMERGENCY TELEPHONE SYSTEM APPROPRIATIONS	\$155,956
NARCOTICS ENFORCEMENT DIV.	
Enforcement	15,000

TOTAL NARCOTICS ENFORCEMENT DIVISION APPROPRIATIONS	\$15,000
WATER & SEWER FUND	
Public Utilities-Administration	222,870
Water Operations	623,470
Sewer Operations	702,824
Water Treatment Plant	609,245
Wastewater Treatment Plant	1,025,178
Utility Billing & Collections	170,560
Non-Departmental	1,222,833
TOTAL WATER AND SEWER FUND APPROPRIATIONS	\$4,576,980
HEALTH INSURANCE FUND	
Health Insurance	739,500
TOTAL HEALTH INSURANCE FUND	\$739,500
MUNICIPAL SERVICE DISTRICT	
Municipal Service District	64,861
TOTAL MUNICIPAL SERVICE DISTRICT APPROPRIATIONS	\$64,861
TOB RURAL FIRE SERVICE DISTRICT	
TOB Rural Fire Service District	251,275
TOTAL TOB RURAL FIRE SERVICE DISTRICT APPROPRIATIONS	\$251,275
GRAND TOTAL OF ALL APPROPRIATIONS	\$15,171,002

SECTION 3: There is hereby levied a tax rate of forty cents (\$0.40) per one hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2004 for the purpose of raising the revenues listed “Current Year Taxes” in the General Fund in Section 1 of this Ordinance. This rate is based on an estimated total valuation of property for the purpose of taxation of \$912,900,000 assessment ratio of 100% of the appraised value. The collection rate of 96.5% is reflected in the budget.

SECTION 3 (a): There is hereby levied a tax rate of twenty-one cents (\$0.21) per one hundred dollars (\$100.00) valuation of property as listed for taxes as of January 1, 2004 for the purpose of raising the revenues listed “Current Year Taxes” in the Downtown Municipal Service District in Section 1 of this Ordinance. This rate is based on an established taxation of \$31,439,000 assessment ratio of 100% of the appraised value. The collection rate of 97% is reflected in the budget.

SECTION 4: The Budget Officer is hereby authorized to transfer appropriations within a Fund as contained herein under the following conditions:

- A. He may transfer amounts between objects of expenditure within a Department to a maximum of the budgeted amount per Department. Transfers shall be filed with the Finance Department for public and Town Council inspection. Town Council shall approve transfers in excess of the limitation.
- B. He may transfer available funds between departments of the same fund with an official report of such transfer on file with the Finance Department for inspection by the general public and the Town Council.
- C. He may not transfer any amounts between Funds.
- D. Town Council shall establish, by governing body procedure, the purchasing mechanism for large capital items (e.g. vehicle purchases). Such procedures shall not be in conflict with NCGS 143-129.

SECTION 5: The rates for water and sewer shall be established as set forth in Exhibit A, which is an attachment to this Ordinance. These rates will remain in effect until subsequently repealed or modified by the Town Council.

SECTION 6: Copies of this Budget Ordinance shall be furnished to the Finance Director and to the Budget Officer of the Town of Boone to be kept on file by them for their direction in the disbursement of funds.

ADOPTED this the 29th day of JUNE, 2004 by the Town Council of the Town of Boone, North Carolina.

Mayor

ATTEST:

Town Clerk

TOWN OF BOONE
WATER AND SEWER ORDINANCE

Effective 7/1/04

Late Penalty Charge	\$ 10.00	
Meter Re-read Charge	\$ 10.00	
Meter Connect/Disconnect/ Reconnect Charge (each)	\$ 10.00	
Returned Check Charge	\$ 20.00	
Septic Disposal Fees	\$ 7.00 (100 gallons)	
<u>USAGE RATES:</u>	<u>INSIDE CITY LIMITS</u>	<u>OUTSIDE CITY LIMITS</u>
1,000 Gallons Water	\$ 3.25	\$ 6.50
1,000 Gallons Sewer	\$ 3.35	\$ 6.70

Each customer will be allowed 2,000 gallons water and/or sewer usage for the following minimum charges. After that point, charges will be assessed at the above usage rates.

<u>Residential:</u>	<u>Water</u>	<u>Sewer</u>
---------------------	--------------	--------------

	\$ 10.50	\$ 10.50
<u>Commercial:</u>		
<u>Meter Size</u>	<u>Water</u>	<u>Sewer</u>
¾”	\$ 14.50	\$ 14.50
1”	\$ 19.50	\$ 19.50
1 ½”	\$ 24.50	\$ 24.50
2”	\$ 24.50	\$ 24.50
3”	\$ 34.50	\$ 34.50
4”	\$ 44.50	\$ 44.50
6”	\$ 64.50	\$ 64.50
8”	\$ 84.50	\$ 84.50
<u>DEPOSITS:</u>	<u>INSIDE CITY LIMITS</u>	<u>OUTSIDE CITY LIMITS</u>
Residential	\$ 125.00	\$ 250.00
Commercial	\$ 225.00	\$ 450.00
Construction (Temporary):		
¾”	\$ 200.00	
2” or 3”	\$ 800.00	
<u>AVAILABILITY FEES:</u>	<u>Water</u>	<u>Sewer</u>
	\$ 2.50 per gallon	\$ 3.00 per gallon

(ORDINANCE TO BE TYPED IN BOOK 3, PAGES 238-247)

VOTE:Aye-All
Nay-None

ADOPTION OF RESOLUTION - USA PATRIOT ACT

On a motion by Council member Mason, seconded by Council member Clawson, Council moved to adopt the following resolution. Before voting, Council member Eggers said he could not support the resolution at the time. Council member Eggers felt that we should trust the Federal Government because the country has a different set of rules since September 11, 2001. Council member Wilcox agreed with Council member Eggers stating that the Patriot Act is a wartime resolution and that now was not the time to vote against it.

**RESOLUTION
AFFIRMING THE PRINCIPLES OF FEDERALISM AND
CIVIL LIBERTIES**

WHEREAS, the Boone Town Council believes there is no inherent conflict between national security and the preservation of liberty, and affirms its strong support of the rights of Americans to be both safe and free; and

WHEREAS, the Boone Town Council recognizes the Constitution of the United States as our nation’s charter of liberty, and that the Bill of Rights enshrines the fundamental and inalienable rights of America, including the freedoms of speech, religion, assembly, privacy; and

WHEREAS, the Boone Town Council has a distinguished record of upholding the Constitution, and the Bill of Rights, and safeguarding the freedoms and rights of American residents; and
WHEREAS, on September 11, 2001, terrorists from abroad attacked the U.S. by commandeering four commercial airliners, and destroyed the World Trade Center in New York,

significantly damaged the Pentagon, and caused a jetliner crash resulting in significant civilian casualties; and

WHEREAS, the terrorist attack was an attack on a nation that is home to a diverse population and plunged the nation into deep concern regarding its national security and vulnerability to future attacks; and

WHEREAS, the Boone Town Council condemns all terrorist acts wherever occurring; and

WHEREAS, the Boone Town Council believes that efforts to prevent and respond to acts of terrorism require extensive coordination, cooperation, and accountability among the federal, state, and local level; and

WHEREAS, the Boone Town Council recognizes that protecting our citizens against future terrorist attacks requires the federal government to aggressively pursue potential terrorists but these efforts to combat terrorism should not disproportionately infringe on the essential civil rights and liberties of the people of the U.S.; and

WHEREAS, the prevention of future terrorists attacks is a critical national priority, but it is equally important to preserve the fundamental civil liberties and personal freedoms embodied in the Bill of Rights over 200 years ago, and which have been preserved through a constant vigilance against periodic threats to its principles; and

WHEREAS, in response to the terrorist attacks, on October 26, 2001, the U.S. Congress passed, and President Bush signed into law, the USA PATRIOT Act, an acronym for "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism," by a Senate vote of 98-1 and House of Representative vote of 357-66; and

WHEREAS, Section 1002(b)(1) of the USA PATRIOT Act states "Congress . . . declares that, in the quest to identify, locate, and bring to justice the perpetrators and sponsors of the terrorist attacks on the United States on September 11, 2001, the civil rights and civil liberties of all Americans . . . should be protected";

WHEREAS, the Boone Town Council believes that a number of provisions of the USA PATRIOT Act threaten fundamental rights and civil liberties, including:

- Section 213 which permits law enforcement to perform searches with no one present and to delay notification of the search of a citizen's home;
- Section 215 which permits the FBI Director to seek records from bookstores and libraries including books of patrons based on minimal evidence of wrongdoing and prohibits librarians and bookstore employees from disclosing the fact that they have been ordered to produce such documents;
- Section 218 which amends the "probable cause" requirement before conducting secret searches or surveillance to obtain evidence of a crime;
- Sections 215, 218, 358, and 508 which permit law enforcement authorities to have broad access to sensitive mental health, library, business, financial, and educational records despite the existence of previously adopted state and federal laws which were intended to strengthen the protection of these types of records;
- Sections 411 and 412 which give the Secretary of State broad powers to designate domestic groups as "terrorist organizations" and the Attorney General power to subject immigrants to indefinite detention or deportation even if no crime has been committed; and
- Sections 507 and 508 which impose an unfunded mandate on state and local public universities who must collect information on students that may be of interest to the Attorney General.

WHEREAS, municipal governments' budgets across the nation are strained and these added duties constitute unfunded mandates on cities' police departments, libraries, universities, etc. that cities cannot financially absorb; and

WHEREAS, there is current consideration to make the USA PATRIOT Act permanent law and to expand it through new laws which strengthen law enforcement and intelligence gathering

powers, many of which are not related to terrorism, and which would severely dilute, if not undermine, many basic constitutional rights; and

WHEREAS, in response to the threats against civil liberties embodied in certain provisions of the PATRIOT ACT, legislation has been introduced in the House and Senate that would roll back certain provisions of the PATRIOT ACT.

WHEREAS, a national, bi-partisan coalition including the American Civil Liberties Union, American Conservative Union, American Library Association, Free Congress Foundation, and Gun Owners of America already supports passing new legislation (such as the Security and Freedom Ensured Act) to modify the unnecessary and threatening portions of the USA PATRIOT Act;

WHEREAS, the North Carolina Library Association passed a resolution in April 2003 to “exempt libraries and booksellers from the most onerous provisions of the USA PATRIOT Act” so that North Carolina citizens can read freely without fear, a resolution supported in a letter written in January 2004 by the Watauga County Library Board;

WHEREAS, the Appalachian State University Faculty Senate passed a resolution in December 2003 supporting academic freedoms and civil liberties (“Resolution Academic Freedoms and the Bill of Rights of the U.S. Constitution”);

WHEREAS, the Student Government Association of Appalachian State University passed a resolution in November 2003 encouraging the Boone Town Council to pass a resolution protecting Town residents’ civil rights and liberties (“Resolution of Support of Boone’s Adoption of the Proposed Town Resolution Affirming Civil Rights”);

WHEREAS, 317 towns and counties and 4 states, representing 51 million Americans, have already passed resolutions reaffirming their commitment to civil rights and liberties and against the provisions of the USA PATRIOT Act that unnecessarily threaten them, including New York City and Washington, D.C., the two cities that suffered the worst of the terrorist attacks of September 11, 2001;

WHEREAS, the National League of Cities, the oldest and largest national organization for American cities, which serves as a resource and advocate for 18,000 cities, towns, villages and 225 million Americans, passed a resolution reaffirming its commitment to civil rights and liberties and against the provisions of the USA PATRIOT ACT that unnecessarily threaten them;

NOW, THEREFORE, BE IT RESOLVED that the Boone Town Council supports the U.S. campaign against terrorism, but the Boone Town Council affirms its commitment to the U.S. Constitution and liberties guaranteed by the United States Constitution and the Constitution of North Carolina; and

BE IT FURTHER RESOLVED that the Boone Town Council urges the President, and executive branch members to review, revise and rescind executive orders and policies adopted since the terrorist attacks, that limit or compromise the liberties guaranteed by the Constitution and the Bill of Rights; and

BE IT FURTHER RESOLVED that the Boone Town Council strongly urges the U.S. Congress to amend the PATRIOT ACT in order to restore and protect our nation’s fundamental and inalienable rights and liberties; and

BE IT FURTHER RESOLVED that the Boone Town Council supports the "Freedom to Read Protection Act of 2003” that would reinstate legal standards for libraries and bookstores and the “Protecting the Rights of Individuals Act” which would require a court order before conducting electronic surveillance; and

BE IT FURTHER RESOLVED that the Boone Town Council supports the sunset of key provisions of the USA PATRIOT Act and increased Congressional oversight over the role of the agencies responsible for enforcing the law; and

BE IT FURTHER RESOLVED that the Boone Town Council calls on Congress, the

Department of Homeland Security, and other related agencies to partner with cities to protect our hometowns while simultaneously preserving the liberties of Americans; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the U.S. President, the Attorney General of the United States, to each member of Congress, and to appropriate members of the NC General Assembly.

Adopted this the 29th day of June, 2004.

Loretta Clawson, Mayor Pro-Tem

ATTEST:

Freida Van Allen, Town Clerk

(RESOLUTION TO BE TYPED IN BOOK 2, PAGES 266-268)

VOTE: Aye-3 (Clawson, Mason, Spann)
Nay-2 (Eggers, Wilcox)

ADOPTION OF PARKING AGREEMENT - WATAUGA COUNTY

Town Manager Greg Young said the agreement would exchange 35 spaces at the County Library for 35 spaces the County needs in the new Queen Street lot and along Queen Street. Town Manager Young said the agreement is for two years and that the County can use their 35 spots at their discretion. On a motion by Council member Mason, seconded by Council member Eggers, Council moved to adopt the following agreement:

THIS AGREEMENT is made this the 1st day of July, 2004, by and between the **Town of Boone**, a North Carolina Municipal Corporation, hereinafter referred to as “**Town**” and the **Watauga County**, a North Carolina County, hereinafter referred to as “**County**,” collectively referred to as the “parties.”

WITNESSETH

WHEREAS, each of the parties owns or controls certain parking which would aid and assist the other party in meeting its respective parking needs; and

WHEREAS, the parties wish to provide for an exchange of parking spaces so as to facilitate the other party’s ability to meet its needs; and

WHEREAS, the parties have agreed that it is in their mutual interests to confirm the promises between them; and

WHEREAS, the governing board of each of the parties has duly adopted this Agreement;

FOR AND IN CONSIDERATION of the mutual promises contained herein, which consideration is acknowledged by the undersigned as adequate and fair, the undersigned, for themselves, their governing boards, officers, and employees, agree as follows:

1. **Exchange of Parking Spaces:**

- a. During the term of this Agreement, Town shall make available and County and

its agents, employees and designees shall be entitled to use the following parking spaces in the Town's Queen Street Parking Lot # 2: space #'s 13, 14, 15, 16, 17, 25, 26, 27, 28, 29, 30, 31, 37, 38, 39, 99, 113, 125, and 132. In addition thereto, County and its agents, employees and designees shall be entitled to the use of the following metered parking spaces on Queen Street between Water Street and Depot Street: space #'s 47, 48, 49, 50, 51, 52, 53, 54, 100, 101, 102, 103, 104, 105, 106 and 107.

- b. During the term of this Agreement, County shall make available and Town and its agents, employees and designees shall be entitled to use thirty-five parking spaces along the perimeter of the back parking lot of the Watauga County Public Library.
2. **Term:** The term of this agreement shall be two years, commencing on July 1, 2004 and ending on June 30, 2006, but in accordance with the provisions herein, may be renewed from time to time by the parties. Renewal of this agreement for any additional periods of time, however, shall only be effective with the approval of the Boone Town Council and the Watauga County Board of Commissioners, respectively.
3. **Repairs and Maintenance:** The party providing the parking space in question shall be responsible for all repairs necessary to maintain the space in a safe and useable condition. The party using the parking space shall promptly notify the other party of any condition in need of repair.

IN WITNESS WHEREOF, the **Lessor** and **Lessee** have executed this Lease Agreement in duplicate originals, and agree to all of the terms and conditions set forth above, the day and year first above written.

VOTE:Aye-All
Nay-None

ADOPTION OF AGREEMENT - NCLM INTERLOCAL RISK FINANCING FUND

Town Manager Greg Young said the Town went out to bid for general liability and workers' compensation insurance. Town Manager Young said the North Carolina League of Municipalities presented the low bid of \$182,877. On a motion by Council member Clawson, seconded by Council member Mason, Council moved to adopt the following agreements:

RISK FINANCING FUND AGREEMENT

This Agreement, made and entered into this _____ day of _____ 20____, by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereinafter referred to as the "Fund") and join in the Fund for certain risk sharing, which Fund is acting by and through its Board of Trustees as provided herein;

WITNESSETH:

WHEREAS, certain municipalities of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to certain potential liabilities in the manner herein provided, pursuant to and to be governed by the provisions of the Chapter 160A (G.S. 160A-460 through 464), of the N. C. General Statutes; and

WHEREAS, the prospective members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, adopt policies and procedures for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members and Trustees have designated the North Carolina League of

Municipalities as Administrator of the Fund and its assets subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge certain claims against any member of the Fund, when said claims come within the provisions of the Agreement and the regulations or policies of the Trustees, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorneys fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement and to share their risks for certain liability claims as herein provided;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

1. The municipalities which are signatories hereto do hereby establish the Interlocal Risk Financing Fund of North Carolina, hereinafter referred to as the "Fund," as a joint interlocal agency to operate a fund for liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; and fidelity bonds (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). The fund shall be governed by a Board of Trustees made up of thirteen (13) officials or employees of local governments. Eleven (11) members shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities. In addition, the Board of Directors of the North Carolina League of Municipalities shall appoint two (2) of its members to the Board of Trustees to serve at the pleasure of the Board of Directors, but not beyond the end of their tenure on the Board of Directors. This shall not be construed to prevent the Board of Directors from appointing others of its members to one or more of the eleven (11) regular three-year terms. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non voting member of the Board of Trustees. The ex-officio member position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

2. The Fund will pay from the assets of the Fund lawful claims according to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

3. The members intend this agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the fund and contributing to the Fund

shall be liable to the fund or to any other member, except for the payment of the contributions provided for in its application for membership and joiner in the Fund, for annual contributions, for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

4. The Trustees of the Fund shall establish, operate, and enforce administrative rules, regulations, and bylaws governing the relationship between the individual members of the fund and the Fund.

5. The Board of Trustees is authorized to enter into agreements with such agents, service contractors, persons, firms, corporations, and attorneys as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial services; defend against claims and lawsuits; provide accounting services; secure reinsurance coverage; invest the assets of the Fund; provide loss control and risk management services; maintain records and accounts; and provide any other service necessary or desirable for the sound initiation and operation of the Fund. The Board of Trustees may purchase, lease, or rent real and personal property it deems to be necessary.

6. The North Carolina League of Municipalities, an unincorporated association with offices at 215 North Dawson Street, Raleigh, North Carolina, 27602, is designated as the Administrator of the Fund. The Administrator shall provide overall supervision of the Fund. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any bank or banks designated by the Trustees all contributions as collected and such monies shall be disbursed only as provided by the rules, regulations, and bylaws of the Trustees and the agreement between the Trustees and any agents, service providers, or contractors of the Fund. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive a fee which shall be determined from time to time by the Trustees.

7. The Trustees shall effect reinsurance coverage designed to protect the Fund against excess losses in such aggregate and specific amounts as is deemed appropriate. The Trustees shall maintain claim reserves equal to known incurred losses and loss adjustment expenses and to an estimate of incurred but not reported losses.

8. All members of the Fund hereby agree that the Trustees may admit as members of this Fund only governmental units, institutions, or agencies in the State of North Carolina. The Trustees shall determine which such entities shall be eligible for membership, but North Carolina municipalities shall be eligible for membership in accordance with rules for maintenance of membership established by the Trustees. The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. A member may be suspended or expelled by the Trustees from the Fund after ninety (90) days' notice has been mailed to it and no payment shall be required of the Fund for any claim arising after ninety (90) days' written notice has been mailed to the suspended or expelled member.

9. The rules and regulation for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

(a) To follow any reasonable loss prevention, loss control and risk management recommendations of the Trustees or contractors of the Fund in order to minimize claims against and losses of the Fund.

(b) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Fund in the manner prescribed by the Trustees.

(c) To make prompt payment of all contributions as required by the Trustees. The contributions will be determined by applying sound actuarial principles concerning exposure to risk.

(d) To (and they do hereby) appoint the Fund, as well as its designees, as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports waivers, agreements, excess insurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules and regulations as now provided or as hereafter promulgated by the Trustees.

(e) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceedings which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense from the Fund. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund.

(f) To cooperate in all respects with the Fund, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement.

(g) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss and in such event, the member agrees to render all reasonable assistance to affect recovery.

(h) The Trustees of the Fund, the Administrator, any contractor of the Fund, and any of their agents, servants, employees, or attorneys shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show, or verify the contribution which is payable under the terms hereof.

(i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the contribution by a member to the Fund. Failure to pay on the beginning date of any coverage shall subject the member to expulsion after the 15 day notice provided by General Statutes 58-50-35 by mail by the Trustees or their designee to the member specifying the date of termination.

10. The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of the last day of June of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 15 (i.e., the Administrator must receive written notice forty five (45) days' prior to the last day, June 30, of the Fund Year). Failure to provide forty five (45) days' written notice shall subject the member to the assessment of an exiting fee. Calculation of the exiting fee shall be 2 percent of the premium for that Fund Year.

11. This Agreement may be amended by an agreement executed by those members constituting a majority of the participants in the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this agreement which would not fundamentally alter the contemplated arrangement. For purposes of

illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be mailed to each member no less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be mailed to each member no more than 30 days after adoption.

12. Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof and such application shall constitute a counterpart of the Agreement. Cancellation of the Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Fund Year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

13. This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the contributions to the fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to the effect executed by the Trustees. In the event of such termination, member contributions shall cease as of the date of termination and the assets then remaining in the fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination;
- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert pro-rata to the members covered as of the day of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

14. Monies in excess of those required to fulfill the purposes and cost of the Trust will be accumulated in the Fund or distributed to the member municipalities at the discretion of the Trustees.

15. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement’s clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

IN WITNESS WHEREOF, members listed below acknowledge their membership in the Fund and acceptance of obligations thereunder, by the due execution hereof, following appropriate governmental body approval by its mayor or other duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chairman of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

**

**FIRST AMENDED INTERLOCAL AGREEMENT FOR A
GROUP SELF- INSURANCE FUND
FOR WORKERS’ COMPENSATION RISK SHARING**

This Agreement, made and entered into this ____ day of _____, A.D., 20____, by and between all the parties who are now or may hereafter become members of the Agency and join in the group fund for workers' compensation risk sharing, which Agency is acting by and through its Board of Trustees as provided herein;

WITNESSETH:

WHEREAS, certain municipalities of the State of North Carolina have agreed to create and become the North Carolina Interlocal Risk Management Agency, hereafter referred to as the "Agency", and have agreed to pool the risk of their workers' compensation liabilities pursuant to the provisions of North Carolina General Statutes 160A-460 through 160A-464 and the North Carolina Workers' Compensation Act; and

WHEREAS, the prospective members of the Agency have agreed upon designation of a Board of Trustees to direct the affairs of the Agency and to pass upon the admissibility of future members of the Agency; and

WHEREAS, the members and Trustees have designated the North Carolina League of Municipalities as Administrator of the Agency and its Fund; and

WHEREAS, by this Agreement the Administrator, on behalf of the agency will undertake to discharge, solely from the assets of this Fund, by payment, any lawful workers' compensation claims against any member of the Agency, which awards shall have been sustained by final judgment where suit shall have been filed, or by the rules of the Agency if settlement is made before suit is filed; and

WHEREAS, the members of the Agency agree to pay premiums based upon appropriate classifications, rates and experience modifications, out of a portion of which the Agency will establish and maintain a fund for the payment of workers' compensation claims and awards and attorneys fees and penalties, if applicable, of employees of members, and further, that the members covenant and agree there will be no disbursements out of this Fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Agency, through their designated Trustees, have elected to comply with the conditions of this Agreement and to share their risks for workers' compensation liabilities, and to execute the other covenants required;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

The municipalities which are signatories hereto do hereby establish the North Carolina Interlocal Risk Management Agency, hereinafter referred to as the "Agency", as a joint Interlocal agency to operate a fund for workers' compensation liability risk sharing, hereinafter referred to as the "Fund", said Agency to be governed by a Board of Trustees made up of thirteen (13) officials or employees of local governments.

Eleven (11) members shall be appointed for three (3) overlapping terms by the Board of Directors of the North Carolina League of Municipalities. In addition, the Board of Directors of the North Carolina League of Municipalities shall appoint two (2) of its members to the Board of Trustees, to serve at the pleasure of the Board of Directors but not more than six months after the end of their tenure on the Board of Directors.

This shall not be construed to prevent the Board of Directors from appointing others of its members to one or more of the eleven (11) regular 3-year terms. In addition, the Executive

Director of the North Carolina League of Municipalities shall serve as an ex-officio, non voting member of the Board of Trustees. The ex-officio member position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

The Agency will pay solely from the assets of this fund any lawful claim established pursuant to the rules of the North Carolina Industrial Commission as well as any lawful award made by a court which would otherwise be a valid workers' compensation payment under the laws of North Carolina.

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Agency and contributing to this Fund shall be liable to the Agency, to any other member or to any claimant against the Agency, this Fund, itself or another member except for the payment of the premiums provided for in its application for membership and joinder in this Fund, and for any necessary additional premium assessments levied by the Trustees to offset a claims fund deficiency.

The Trustees of the Agency shall establish, operate, and enforce Administrative rules, regulations and by-laws as between the individual members of the Agency and the Agency.

The North Carolina League of Municipalities is designated as the Administrator of the Agency and its Fund. The Administrator shall deposit to the account of the Agency at any bank or banks designated by the Trustees all premiums as collected and such monies shall be disbursed only as provided by the rules, regulations and by-laws of the Trustees. The Administrator shall receive a fee which shall be negotiated from time to time by the Trustees.

The Trustees shall obtain excess insurance coverage, if available, designed to protect the Fund against excess losses. The minimum initial excess insurance coverage shall be statutory limits for each specific occurrence in excess of a retention per occurrence deemed appropriate by the Trustees, and up to \$2,000,000 for coverage B, employers liability limits.

All members of the Agency hereby agree that the Trustees may admit as members of this Agency only governmental units, institutions or related agencies in the State of North Carolina. The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. A member may be suspended or expelled by the Trustees from the Agency after 90 (ninety) days' notice has been mailed to it and no payment shall be required by the Agency from this Fund as a result of any accident to an employee of the suspended or expelled member occurring after 90 (ninety) days' written notice has been mailed to the suspended or expelled member.

The rules and regulations for the administering of the Agency and the admission and expulsion or suspension of members shall be promulgated by the Trustees.

In addition, each member of the Agency agrees as follows:

To follow the reasonable safety and other loss prevention recommendations of the Trustees, and the Administrator in order to give its employees the maximum in safe working conditions, and to follow the general recommendations of the Agency in this field to promote the general welfare of its employees.

In the event of an accident or a claim reported by a member, to make immediate provision for remedial care for its employee, and to give immediate notification of the claim to the Administrator on the prescribed forms.

To make prompt payment of all premiums as required by the Trustees, the premiums to be determined by applying applicable experience modification to the standard rates for the exposure to risk.

To (and they do hereby) appoint the Agency, as well as its designees, as its agent and attorney-in-fact, to act in its behalf and to execute all contracts, reports, waivers, agreements, excess

insurance contracts, and service contracts; to make or arrange for payment of claims, medical expenses, and all other things required or necessary, insofar as they affect its workers' compensation liability under North Carolina law and as covered by the terms of this Agreement and the rules and regulations as now provided or as hereafter promulgated by the Trustees.

To permit the Agency to defend in the name of and on the behalf of the members any suits or other proceedings which may at any time be instituted against them on account of injuries or death within the purview of the North Carolina Workers' Compensation Act, including units or other proceedings alleging such injuries and demanding damages or compensation therefore, although such suits, other

proceedings, allegations or demands are wholly groundless, false, or fraudulent, and to pay all costs taxed against members in any legal proceeding which is so defended at the direction of the Agency, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Agency, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Agency for investigation, negotiation or defense, from this Fund. It is agreed that the Agency shall make all final decisions regarding the legal defense of claims, and shall have absolute and conclusive authority with regard to defense, settlement and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Agency may be grounds for expulsion of the member from the Agency and the Fund.

To cooperate in all respects with the Agency, and the Administrator in carrying out the purposes of this Agreement.

In the event of the payment of any loss by the Agency under this Agreement, the Agency shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event the member agrees to render all reasonable assistance to effect recovery.

Liability of this Fund of the Agency to the employees of any member is specifically limited to such obligations as are imposed by the North Carolina Workers' Compensation Act against the employer of workers' compensation benefits and valid employer liability claims not exceeding \$2,000,000.

The Trustees of the Agency, or the Administrator, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the work places, plants, works, machinery, and appliance of each member covered by this Agreement, and shall be permitted at all reasonable times and within two years after the final termination of a member's membership to examine members' books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums which is payable under the terms hereof.

Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums, and a member may be expelled from the Agency and

this Fund upon thirty (30) days' written notice by mail by the Trustees or the Service Agent of the Agency and Fund to the member specifying the date that cancellation shall be effective.

The Trustees are authorized to set aside from the premiums collected from members a reasonable sum for the operating and administrative expenses of the Agency. All remaining monies coming into their hands during any fiscal year of the Agency shall be set aside and shall be used only for the following purposes:

Disbursement to establish a reserve for payments of required medical, surgical, hospital and nursing expenses, and payments of workers' compensation to employees of members covered by this Agreement, including settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;

Payment of the sponsorship fee to the Administrator;

Payment of all costs of all bonds and auditing expenses required of the Agency, the Administrator or its agents or employees; and

Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and claims expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of an Agency Year, except that surplus monies not needed to satisfy the loss fund requirements as established by the Trustees; provided further, that undistributed excess funds from previous Agency Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

All other surplus monies not distributed as set out hereinabove, shall be accumulated in the Fund.

The Trust and this Fund shall operate on a fiscal year from 12:01 a.m. July 1st to midnight on June 30th of the succeeding year (the "Trust Year"). Application for membership, when approved by the Trustees or their designee, shall constitute a continuing contract for each succeeding Trust Year unless canceled by the Trustees, or unless the member shall have resigned or withdrawn from the Trust and this Fund by having written notice delivered to the Administrator on or before April 1 (i.e., the Administrator must receive written notice ninety (90) days' prior to the last day, June 30, of the Trust Year). Failure to provide ninety (90) days' written notice shall subject the member to the assessment of an exiting fee. Calculation of the fee shall be two percent (2%) of the premium for that Trust Year.

This Agreement may be amended by an agreement executed by those Members constituting a majority in paid-in dollar volume of premiums to the Agency during the current Agency Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be mailed to each member not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be mailed to each member not more than 30 days after adoption.

Any member who formally applies for membership in this Agency and this Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or Agency Year.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of the Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provisions(s), paragraphs(s), or other part(s) invalidated.

IN WITNESS WHEREOF, the members of the North Carolina Interlocal Risk Management Agency have caused these presents to be signed by their duly authorized Chairman of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

VOTE:Aye-All
Nay-None

BOARD OF ADJUSTMENT APPOINTMENTS

Council cast the following votes for two open positions on the Board of Adjustment:

Rebecca Kaenzig - 4 (Clawson, Mason, Spann, Wilcox)
Jerry Kirksey - All
Dianna Perry - 1 (Eggers)

Rebecca Kaenzig and Jerry Kirksey will serve a three-year term that will expire 6/30/07.

Council also unanimously appointed Dr. Bruce Jackson as an Alternate Resident member with a term due to expire 6/30/07.

COMMUNITY APPEARANCE NOMINATIONS

Council accepted the resignation of Patrick Belville from the Community Appearance Commission. Mr. Belville is relocating out of the Town’s jurisdiction. Planning Director John Spear stated that Mr. Belville could continue serving until his term expires in June, 2006. Council suggested advertising for the position and will take up the matter again at the August, 2004 meeting.

RESIDENTIAL TASK FORCE NOMINATIONS

Council accepted the nominations of Gene Miller, Rob Holton & Jeff Doyle to the Residential Task Force. Council finalized the task force by unanimously approving Judy Humphrey, Particia Quinn, Nancy Henry, Mike Wade, Howard Dorgan, Joe Gaffney, Gene Miller, Rob Holton and Jeff Doyle for appointment. Council members Clawson and Spann are the two council representatives.

ADOPTION OF BUDGET AMENDMENTS

On a motion by Council member Clawson, seconded by Council member Spann, Council moved to adopt the following budget amendments:

DESCRIPTION	ACCOUNT #	TO:	FROM:
County Collection of Taxes	010-403-000-577110	\$6,000.	
County Collection of Taxes	050-450-000577110	250.	
Current Year Taxes	010-000-000-411080		\$6,000.
Current Year Taxes	050-450-000-411080		250.
Property Tax Allocation	050-450-000-553101	7,000.	
Tax Interest Allocation	050-450-000-553102	150.	
Current Year Taxes	050-450-000-411080		7,000.
Interest Earned on Investments	050-450-000-461201		150.
Maint. & Repair - Bldg. & Grounds	010-409-000-525101	2,000.	
Appropriated Fund Balance	010-000-000-499900		2,000.

Horn In The West	010-411-000-549122	11,000.	
Appropriated Fund Balance	010-000-000-499900		11,000.
Horn in the West	010-000-000-549122	25,000.	
Contributions/Donations	101-000-000-482200		25,000.
Transfer to Water Capital Reserve	030-700-890-598031	203,500.	
Transfer to Sewer Capital Reserve	030-700-890-598032	199,000.	
Impact/Availability Fees-Water	030-000-000-467301		203,500.
Impact/Availability Fees-Sewer	030-000-000-467302		199,000.

VOTE:Aye-All
Nay-None

REQUESTED APPEARANCE - ANNE BOOKER

Public Services Director Blake Brown introduced Ms. Anne Booker, Traffic Engineer with HSMM, to present the draft report on the traffic calming study. Ms. Booker said that informational meetings regarding traffic situations and solutions were held in three different neighborhoods. The meetings were held May 10-12, with about 16% of neighborhood citizens attending. Ms. Booker presented the draft report which goes into detail regarding problems and solutions (**EXHIBIT B**). Ms. Booker pointed out that any traffic-calming device selected should be used on a temporary basis and should be done while ASU is in session. Ms. Booker said street closures were selected for the Stadium Drive/Poplar Hill Drive area because of the high volume of cut-through traffic. Mayor Burnley pointed out that a public hearing should be held on the matter of street closures since she felt there would not be public support for closing the streets for 30 days. Ms. Booker agreed that a public hearing could be held but that providing more speed humps in neighborhoods would not decrease the volume of traffic; only some type of street closure will rectify the problem.. Mayor Burnley suggested lowering the speed limit in the neighborhoods to 20 mph. Council member Eggers agreed and suggesting doubling the fine for speeding in neighborhoods. Council member Mason said speed is not the major problem in her neighborhood and that the Town must take a step to control the volume of traffic. Council member Mason said citizens are living in fear because neighborhoods are not safe any more and are less desirable. Council discussed at length different measures that could be taken to control speed and volume in the neighborhoods. Council decided to have the Transportation Committee review the study at their meeting on July 13th, to report back to Council, and to have the Town Attorney research the legalities of street closures.

Mayor Burnley declared a break at 8:30 p.m. Council reconvened at 8:45 p.m.

REQUESTED APPEARANCE - JOHN WEAVER

Mr. John Weaver, ASU Track Coach, appeared before Council to request approval of a Special Events Permit for the Grandfather Mountain Marathon. The marathon will be held on Saturday, July 10th at 7:00 a.m. Runners will leave the stadium and run in one lane along Blowing Rock Road out of the town limits. Mr. Weaver said the entire portion of the event in Town should be less than 30 minutes. Mr. Weaver requested that the Town waive the \$250 fee since all monies go to charities and very little time is spent in Town. On a motion by Council member Mason, seconded by Council member Spann, Council moved to approve the Special Events Permit and waive the \$250 fee.

VOTE:Aye-All
Nay-None

REQUESTED APPEARANCE - PAUL GRAGG

Mr. Gragg who did not appear before Council, is requesting sewer service to a residence located off Knollwood Drive. Public Utilities Director Rick Miller said Mr. Gragg’s property is located in the ETJ. Water service is not available in the area, and the sewerline does not border his property; however, Mr. Gragg owns the property between the sewerline and actual tap. On a motion by Council member Eggers, seconded by Council member Wilcox, Council moved to grant the sewer request contingent upon the tap is serving this residence only and Mr. Gragg is paying all costs associated with the tap. Annexation is not possible since Mr. Gragg is in a subdivision so double rates will apply.

VOTE:Aye-All
Nay-None

REQUESTED APPEARANCE - HARVARD AYERS

Mr. Harvard Ayers appeared before Council to request a Special Events Permit to hold a Mountain Community Action Fair on Saturday, August 28th. Mr. Ayers requested that a portion of Howard Street (from Depot Street to the Emporium Parking Lot) be closed from 6 a.m. to 6 p.m. Mr. Ayers requested waiver of the \$1,500 fee and the insurance requirements. After some discussion on a motion by Council member Clawson, seconded by Council member Mason, Council moved to approve the Special Events Permit contingent upon Mr. Ayers’ reimbursing the Town actual costs up to \$210, obtaining the necessary insurance, and meeting all Fire Department regulations.

VOTE:Aye-All
Nay-None

CLOSED SESSION

On a motion by Council member Wilcox, seconded by Council member Mason, Council moved to enter Closed Session at 9:00 p.m. pursuant to NCGS 143-318.11a)3)5)6) in order to discuss the Ulery litigation, McCreary condemnation, property acquisition and personnel matters.

VOTE:Aye-All
Nay-None

On a motion by Council member Mason, seconded by Council member Clawson, Council moved to exit Closed Session at 10:22 p.m.

VOTE:Aye-All
Nay-None

POSSIBLE ACTION FOLLOWING CLOSED SESSION

On a motion by Council member Mason, seconded by Council member Clawson, Council moved to accept the following demolition agreement from Ron McCreary:

AGREEMENT

This Agreement, entered into this ____ day of _____, 2004, by Ronald A. McCreary and Kathleen B. McCreary, (hereinafter referred to as “McCreary”) and the Town of Boone, (hereinafter “Boone”), and such other persons and entities as may be designated herein, known and referred to collectively as “the parties.”

WITNESSETH

THAT WHEREAS, the undersigned are parties to certain matters and issues regarding the demolition of certain improvements to real property located at 335 East King Street, the property being the location of a structure formerly known as the “McCreary Store” (the property hereafter referred to as “the McCreary Store Property”) and further regarding the boundary line between the McCreary Store Property and adjacent property owned by Boone, being the location of the Public Services Department of Boone (hereafter referred to as the “Public Services Property,” the building hereafter referred to as “the Public Services Building”); and

WHEREAS, the McCreary Store was condemned by Boone; and

WHEREAS, before demolition of the McCreary Store can be completed, an assessment must be made to determine whether that demolition will adversely affect the structural integrity of the Public Services Building; and

WHEREAS, the parties wish to resolve all potential and present conflicts which may or have arisen between them as to the location of the boundary line between their respective properties; and

WHEREAS, the parties have agreed that it is in their mutual interests to confirm the promises between them in writing;

FOR AND IN CONSIDERATION of the mutual promises contained herein, which consideration is acknowledged by all of the undersigned as adequate and fair, the undersigned, for themselves, their heirs, executors, administrators, assigns, agents, employees, officers, managers, and successors, agree as follows:

1. Boone shall manage the demolition of the McCreary Store and the removal of all debris from the McCreary Store Property, including the destruction of the store building, removal of materials resulting from that destruction and the safe removal of asbestos from the building (these tasks hereinafter referred to collectively as “demolition and removal.”)
2. Boone shall pay \$10,000.00 of the cost of demolition and removal, and McCreary shall pay the balance, based on the expectation of the parties that the total cost of the demolition and removal will be between \$27,500.00 and \$29,500.00. Prior to Boone entering into a contract(s) with any contractor or other entity for the demolition and removal, and within thirty (30) days following the execution of this Agreement, McCreary shall deposit with Boone the sum of \$19,500.00. Should demolition and removal be accomplished for less than \$29,500.00, Boone shall refund to McCreary the amount by which the demolition and removal is less than \$29,500.00.
3. Ronald McCreary shall be entitled to review and approve all contracts between Boone and third parties to accomplish the demolition and removal, but he shall not unreasonably withhold his approval of any contract. Following Ronald McCreary’s approval, Boone, recognizing that the passage of time might unnecessarily increase the final costs of demolition and removal, shall proceed with all reasonable speed to arrange for the demolition and removal.
4. Boone will require, as part of its contracts for the demolition and removal, that the contractor(s) or other entities performing the work maintain insurance coverage in an amount not less than one million dollars for any injury which may result to any person during the course of the work. Prior to the undertaking of the demolition and removal, such contractor(s) or other entities shall provide Boone with proof of such insurance, and Boone, in turn, shall provide Ronald McCreary with proof of such insurance, as well as proof of Boone’s own liability coverage in like amount.

5. Following demolition and removal, should a structure be subsequently placed or constructed on the McCreary Store property, the western wall of the structure may abut the eastern wall of the Public Services Building; however, this agreement shall not otherwise affect the normal permitting and approval process which must be undertaken by McCreary, his successors and assigns, in accordance with Boone's Unified Development Ordinance ("UDO"), the State of North Carolina building code, and such other statutory requirements for the construction of the structure. The parties stipulate and agree, however, that with regard to the UDO, so long as McCreary devotes any new structure to the same use, as uses are identified and defined by the UDO, as the McCreary Store Property was previously used, that being a retail establishment, McCreary shall be entitled to maintain any non-conforming situations which might have existed on the property so long as those non-conforming situations are in no way expanded.
6. Without regard to the requirements of the North Carolina State Building Code, McCreary, his successors and assigns agree that should he construct a structure whose wall abuts the wall of the Public Services Building, he shall utilize the materials required to impede the spread of fire from one structure to the adjacent structure which would be required of buildings in the Boone Municipal Service District that either share a common wall, or whose walls abut, whether or not such materials would otherwise be required.
7. Boone absolves and relieves McCreary of any responsibility for any damage which may occur to Boone's Public Service Building by the demolition and removal, and Boone will take sole responsibility, as between the parties, for any damage which may result to the walls and banks supporting Tracy Circle and Mac Street, and will promptly replace or repair the same should damage occur as a result of the activities of demolition and removal.
8. Within thirty days of the completion of the demolition and removal, McCreary shall execute and deliver a quitclaim deed to Boone conveying to Boone the property lying between the western line of the McCreary Store Property, as contended by McCreary, and the eastern line of the Public Services Property, as contended by Boone.
9. The terms described herein constitute the entire agreement between the parties.
10. The parties enter this agreement of their own free will and volition, after consultation with their respective legal counsel, and they each confirm that no coercion, force, pressure, or undue influence has been used in the execution of this agreement, either by the other parties hereto, or by any other person.
11. The parties hereby submit to the jurisdiction of the courts of the State of North Carolina in any future action brought by either of them to enforce the provisions of this agreement, which shall be interpreted pursuant to the laws of North Carolina. The parties stipulate and agree that venue of any action relating to this agreement shall be in Watauga County, North Carolina.
12. Each party shall execute any documents provided for herein or which are necessary to carry out the terms and intent of this agreement.
13. Each promise herein is given as consideration for all other promises, and every provision of the agreement is material to this agreement. Every provision shall be binding not only upon each of the parties, but also upon their respective heirs, executors, administrators, and assigns.
14. The parties agree that the remedies at law for any breach of this agreement will be inadequate unless the provisions thereof shall be enforceable by specific performance and accordingly, either party should be entitled to specifically enforce each and every

provision of this agreement. The right to specifically enforce this agreement shall be in addition to all other rights and remedies either party may have at law or in equity arising by reason of any breach of the agreement by the party.

VOTE:Aye-All
Nay-None

ADJOURNMENT

On a motion by Council member Wilcox, seconded by Council member Clawson, Council moved to adjourn at 10:24 p.m.

VOTE:Aye-All
Nay-None

Mayor

Town Clerk