

**MINUTES - REGULAR MEETING
BOONE TOWN COUNCIL
JANUARY 18, 2007**

A regular meeting of the Boone Town Council was called to order at 6:30 p.m., Thursday, January 18, 2007 in the Council Chambers, 1500 Blowing Rock Road. Mayor Loretta Clawson presided. Council members present were Mayor Pro Tem Lynne Mason, Rennie Brantz, Janet Pepin, Bunk Spann, and Dempsey Wilcox. Town Attorney Sam Furgiuele was also present. Staff members present were Town Manager Greg Young, Town Clerk Freida Van Allen, Deputy Town Clerk Kimberly Tester, Special Assistant to the Town Manager Jim Byrne, Police Chief Bill Post, Fire Captain Jimmy Isaacs, Public Services Director Blake Brown, Public Utilities Director Rick Miller, Finance Director Amy Davis, Development Services Director John Spear, and Safety Officer Terry Story.

ANNOUNCEMENTS

Mayor Clawson called the meeting to order and welcomed all in attendance. She noted that anyone wanting to speak during the public comment session would need to sign the public comment sign-up sheet.

Mayor Clawson invited Public Services Director Blake Brown to recognize two Public Services employees who have retired: Mike Greene and Max Fletcher. Mr. Brown stated that Mike Greene has retired with thirty years of service and Max Fletcher with fifteen years of service to the Town of Boone. Members of the Town Council and Mayor Clawson echoed Mr. Brown’s appreciation to both Greene and Fletcher for their service and dedication to the Town of Boone.

TENTATIVE AGENDA ADOPTION

Town Manager Greg Young noted the following changes to the agenda:

- Addition of Item 5.L. - Adoption of Ordinance - Kenneth Gottfried Violations.
- Addition of Item 5.M - Adoption of Community Garden Lease.
- Addition to Closed Session - Water Issue.
- Deletion of Item 6.A - Requested Appearance - Steven Patrick D’Agostino.

Upon a motion by Council member Brantz, seconded by Council member Mason, Council moved to adopt the agenda as amended.

VOTE: Aye - All
 Nay - None

CONSENT AGENDA ADOPTION

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

- Minutes: December 21, 2006 - Regular Meeting.
- Tax Releases & Refunds: November 2006.

TAX RELEASES

Taxpayer	Year	Amount	Description
MUKOSIEJ, CHRISTINE ANN	2006	\$3.70	HIGH MILES
SMITH, WAYLON VON	2006	\$20.56	LIVES IN BURKE COUNTY
APPALACHIAN SOUTH INC.	2006	\$4.44	TURN IN TAG
WHITTAKER, DAVID STANTON JR. WHITTAKER, KERRI BRUSH	2006	\$120.12	TURN IN TAG

WATSON, EARL LIFE ESTATE DANCY, AGNES IRENE	2006	\$131.54	FAILED TO RECEIVE OA EXEMPTION
GIBBONS, RUTH ADAMS	2006	\$24.64	LIVES IN WILKES COUNTY
HARTLEY, KERRY EDWARD	2006	\$18.53	LIVES IN CALDWELL CO.
WHEELER, LUTHER JONES	2006	\$37.36	INCORRECT SITUS
MCCARTHY, AUSTIN C. AUSTIN C MCCARTHY REVOCABLE	2006	\$151.33	INCORRECT DATA
LEONARD, MATTHEW EARL LEONARD, WILLIAM ALBERT	2006	\$37.67	INCORRECT FIRE DISTRICT
RAY, JERRY DAVID RAY, LORETTA P	2006	\$95.42	INCORRECT SITUS
PERRY, LYNN M	2006	\$43.11	SOLD VEHICLE
WADE, MICHAEL G	2006	\$17.83	SOLD/TAG SURRENDERED
HARD, DAVID H VANGIESON, RICHARD T	2006	\$405.15	DOUBLE-BILLED
BERRY, NANCY SHULL	2005	\$4.74	TURN IN TAG
TOTAL		\$1,154.92	

TAX REFUNDS

Taxpayer	Year	Amount	Description
WEAVER, REBECCA KNOX	2006	\$31.43	TURN IN TAG
SILVERS, MITCHELL JORDAN SILVERS, RALPH	2006	\$8.58	TURN IN TAG
MILLER INDUSTRIES INC.	2005	\$30.18	TURN IN TAG
TOTAL		\$70.19	

Approval of Committee Rosters: Greenway, Parks and Gardens Committee &
Transportation Committee.

GREENWAY, PARKS AND GARDENS COMMITTEE

NAME	TELEPHONE #	EMAIL ADDRESS
Mike Boone	265-2211	mike@magiccycles.com
Saul Chase	264-9269	saulchase@apptechnet.net
Mike Curcio	264-0916	curciom@appstate.edu
Larry Horine	264-2556	
Dale E. Kirkley	265-2922 262-3148	kirkleyde@appstate.edu
Loretta Clawson	264-3093	loretta.clawson@townofboone.net

	262-4530	
Bunk Spann	264-4331	spannmg@appstate.edu
Lynne Mason	265-3212 264-1237	masonlo@aol.com

TRANSPORTATION COMMITTEE

NAME	TELEPHONE #	EMAIL ADDRESS
Dempsey Wilcox	264-0475 264-1075	dwilcox3cpa@bellsouth.net wilcoxdl@appstate.edu
Chris Turner	264-2278	director@appalcart.com
Bunk Spann	264-4331	spannmg@appstate.edu
Bill Post	262-4500	bill.post@townofboone.net
Greg Young	262-4530	greg.young@townofboone.net freida.vanallen@townofboone.net
Dr. Harry Davis	262-6245	davishm@appstate.edu
John Spear	262-4540	john.spear@townofboone.net
George Cole	262-4540	george.cole@townofboone.net
Barry Sauls	262-2878	saulsbd@appstate.edu
Dr. Clyde Robbins		robbinscd@appstate.edu
Brent Graybeal	265-8043	brent.graybeal@ncmail.net
Craig Hughes		chughes@regiond.org
Mike O'Connor	262-3190x106	oconnormj@appstate.edu
Kipp Turner	265-5380	kturner@dot.state.nc.us
Blake Brown	262-4560	blake.brown@townofboone.net
Jennifer Bryan		jen.bryan@apphealth.com
Margie Mansure	263-8680	Margie_mansure@ncsu.edu
Craig Scheffler	265-4706	cscheffler@hntb.com

Adoption of Closed Session Minutes: November 17, 2005 - December 21, 2006.

Approval of Waiver for Bidding Requirements for Contract: Action Fire & Safety and Wake County for 35 Structural Personal Protective Equipment.

Adoption of Resolution: Establishment & Maintenance of the Park and Green Space Fund.

RESOLUTION ESTABLISHMENT & MAINTENANCE OF THE PARK & GREEN SPACE FUND

WHEREAS, there is a need in the Town of Boone, North Carolina, to plan for expansion of parks and green space;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD THAT:

Section 1: The Governing Board hereby creates a Capital Reserve Fund for the purpose of planning for the future expansion of parks and green space.

Section 2: This fund will remain operational until provisions are made to satisfy identified needs.

Section 3: The Board may appropriate a transfer in the amount of \$50,000 per year from the General Fund to the Park & Green Space Fund.

Section 4: This resolution shall become effective upon its adoption.

Adopted this the 18th day of January, 2007.

ATTEST:

Mayor

Deputy Town Clerk

(RESOLUTION TO BE TYPED IN BOOK 3, PAGE 12)

Approval of Contract to Audit Accounts: Combs, Tennant & Carpenter, PC.

(EXHIBIT A ATTACHED)

VOTE: Aye - All
Nay - None

**ADOPTION OF RESOLUTION - TO SET DATE FOR WATERS ANNEXATION
PUBLIC HEARING**

Development Services Director John Spear stated the first step of the non-contiguous annexation process was completed at the December 2006 Town Council meeting when Council received the annexation petition and passed the resolution directing the Town Clerk to investigate the actual petition. He further noted that receiving the Certificate of Sufficiency and adopting a resolution fixing the date for a public hearing regarding the annexation petition is the second step in the annexation process. Upon a motion by Council member Wilcox, seconded by Council member Brantz, Council moved to adopt the following resolution:

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-58.2
(WATERS ANNEXATION)**

WHEREAS, a petition requesting annexation of the non-contiguous area described herein has been received; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Boone, North Carolina, that:

Section 1. A public hearing on the question of annexation of the non-contiguous area described herein will be held at Council Chambers on Blowing Rock Road at 6:30 p.m. on February 15, 2007.

Section 2. The area proposed for annexation is described as follows:

A 1.315 acre parcel lying and being in the Brushy Fork Township on the east side of the George Wilson Road; bounded by Perry Greene, Sr. on the north, Albert and Clifford Waters on the north, east and south, the George Wilson Road on the west; being all the lands as described in Book of Records 019 at Page 361; north being relative to Grid per Plat Book 17 at Page 307 and more fully described as follows:

Beginning on a 2" pipe found on the east side of the George Wilson Road, this pipe located N17-49-47W 2429.93' from NCG Monument "Lyons", thence from the BEGINNING and with the Waters line S89-30-22W 29.89' to a point in the center of the George Wilson Road, thence up and with the center of same N04-44-56E 148.93' to a point, thence leaving said road and with the Greene line N89-19-55E passing a 5/8" rebar found at 30.15; and then passing another 5/8" rebar found at 209.82', this rebar located N66-10-14E 2.88' from a 1/2" iron pipe found, then 145.13' for a total of 385.10 to a 1/2" rebar placed, thence S04-55-13W 150.14' to a 2" iron pipe found, thence S89-30-22W 354.65' to the point and place of beginning.....containing 1.315 acres by coordinating geometry as surveyed and shown on plat no. 06022-2 dated May 26, 2006 by Hencle J. Matheson PLS L-2561.

Section 3. Notice of public hearing shall be published once in the *Watauga Democrat*, a newspaper having general circulation in the Town of Boone, at least ten (10) days prior to the date of the public hearing.

Adopted this the 18th day of January, 2007.

ATTEST:

Mayor

Town Clerk

(RESOLUTION TO BE TYPED IN BOOK 3, PAGE 13)

VOTE: Aye - All
Nay - None

APPROVAL FOR STAFF TIME AND MATERIALS - PEDESTRIAN FACILITIES INVENTORY AND WALKABILITY AUDIT

Jennifer Bryant, formerly a member of the Greenway Committee and currently a new member of the Transportation Committee, stated that the Pedestrian Program Sub-Committee has been working on a program to enhance the Town's pedestrian facilities and broaden the culture of being a pedestrian-friendly town. Before submitting the program proposal, tentatively entitled "Walk Boone," the committee is requesting approval by the Council for staff time and materials that are needed to complete a pedestrian facilities inventory and walkability audit. Ms. Bryan explained that a pedestrian facilities inventory would entail staff locating crosswalks and other pedestrian features throughout town in order to facilitate the creation of a map. She also explained that a walkability audit is a tool that the Town may utilize to rate specific "walks" throughout town and that information gathered during this process can be used to improve pedestrian features. Ms. Bryan stated that the public is an important component in a successful audit since much of the feedback is supplied by it. Town staff will be used to collect and analyze feedback. She listed materials needed for this process as basic items such as paper for forms, pencils/pens, and clipboards. Council member Mason stated this is the first step in improving

safety for pedestrian traffic and will be followed up with the creation of educational materials, school programs, and a walking map. Council thanked the sub-committee for its hard work on this issue. Upon a motion by Council member Brantz, seconded by Council member Wilcox, Council approved the use of staff time and materials to implement a pedestrian facilities inventory and walkability audit.

VOTE: Aye - All
 Nay - None

BOARD OF ADJUSTMENT NOMINATION

Development Services Director John Spear informed Council of the resignation of Jim Sanders, an ETJ Alternate on the Board of Adjustment. He stated that Mr. Sander's term expires on June 30, 2008. Mr. Spear stated nominations for this position will be forwarded to the Watauga County Board of Commissioners for appointment. Mayor Clawson asked for nominations to be presented at the next regular meeting of the Council in February.

FINAL PLAT APPROVAL - BOULDER CAY SUBDIVISION

Development Services Director John Spear stated that final plat approval is necessary for the Boulder Cay subdivision, a thirty-four lot single-family subdivision located in the Town's ETJ off Deck Hill Road. He stated the proposed subdivision is served by private roads and private water and sewer facilities. Upon a motion by Council member Spann, seconded by Council member Brantz, Council moved to approve the final plat for the Boulder Cay Subdivision **(permanently on file at the Watauga County Office of the Register of Deeds).**

VOTE: Aye - All
 Nay - None

DISCUSSION OF PLANNING RETREAT PRIORITIES

Development Services Director John Spear presented a tentative agenda with items for discussion suggested by himself and Council member Pepin for the Planning Retreat scheduled for Friday, February 2, 2007 from 8:00 a.m. until 5:00 p.m. in the Council Chambers. Council member Wilcox suggested that the role of the Town Council in regard to conditional zoning districts be added to the agenda. Upon a motion by Council member Pepin, seconded by Council member Mason, Council moved to approve the following Planning Retreat agenda:

8:00 a.m. to 10:00 a.m. Smart Growth

! Brief update on exploration and education activities since last retreat

! Review of a sample development project comparing process and results using the traditional UDO and Smart Growth coding

! Discussion on if and how the Town wishes to implement Smart Growth principles and codes

! Decision on Smart Growth applications

10:00 a.m. - 10:15 a.m. Break

10:15 a.m. - 12:00 p.m. Current Planning Priorities

- UDO Alignment with the 2006 Comp Plan*
- Steep Slope & Multi-Family Housing Task Force Recommendations*
- Central Business District*
- Mixed Use Zoning Districts*

! Discussion of previous Smart Growth's decision's impact on above current priorities

! Discussion of other issues affecting above priority development (e.g., university land use and conditional zoning districts)

! Role of the Town Council in regard to conditional zoning districts

! A decision by council/staff on action plan and time line for remaining priorities

12:00 p.m. - 12:45 p.m. Lunch

12:45 p.m. - 1:00 p.m. Historic Preservation Report

- Overview of submitted report to Council
- Discussion and decision on future action required

1:00 p.m. - 3:00 p.m. *Future ETJ and Corridor Development*

! Review of current developments in progress, approved, or under-review within the town.

! Review of map with ETJ areas, sewer/water lines, voluntary annexations

! Discussion on possibilities for possible ETJ expansion and corridor growth development

! Decision on future action required

3:00 p.m. - 3:15 p.m. *Break*

3:15 p.m. - 4:00 p.m. *Affordable Housing*

! General discussion on definition of affordable housing

! General discussion and identification of issues of affordable housing

! Decision on future action required

4:00 p.m. - 5:00 p.m. *Future Planning*

! Discussion on need for long-range strategic plan and regional planning

! Decision on future action required.

VOTE: Aye - All
Nay - None

SCHEDULE INTER-GOVERNMENTAL PLANNING RETREAT

Upon a motion by Council member Mason, seconded by Council member Spann, Council moved to tentatively set the date for the Inter-Governmental Planning Retreat for either Friday, April 27, 2007 or Friday, May 4, 2007. Council directed staff to approach each local entity with the suggested dates and confirm the actual date at the February meeting.

VOTE: Aye - All
Nay - None

ADOPTION OF RESOLUTION - JONES HOUSE FUNCTIONS

Cherry Johnson, director for the Jones House Community Center, presented an oral history of the Jones House and an overview of the current functions of the property. Mayor Clawson and Council members thanked Ms. Johnson for her dedication and work ethic in overseeing operations at the Jones House. Council member Brantz stated the Jones House is a valuable cultural aspect of Boone and urged the Council to protect this cultural treasure by adopting the resolution. Upon a motion by Council member Mason, seconded by Council member Pepin, Council moved to adopt the following resolution:

RESOLUTION AFFIRMING THE INTENTIONS OF THE TOWN COUNCIL REGARDING THE FUTURE USE OF THE JONES HOUSE

WHEREAS, the Town of Boone acquired the real property known as “The Jones House” (hereafter, “the property”) by virtue of a warranty deed dated December 15, 1983, recorded in Book 241, Page 660 of the Watauga County Registry, from Mazie Jones Levenson and husband, Harold Levenson; and

WHEREAS, said deed included certain restrictive conditions, including a provision that until January 1, 2008, the Town would use the property only for a public cultural or historic center, public craft center and/or public park, and the undeveloped portions of the property would remain open green space for the use and enjoyment of the public and the citizens and residents of Boone; and

WHEREAS, by Agreement dated February 13, 1989, the stated restrictive covenant was partially modified to allow the creation of the parking area now established in the rear of the building on the property, and otherwise affirmed; and

WHEREAS, as the sunset of these restrictions approaches, the Town Council wishes to confirm its dedication, even when the restrictions have no continuing legal effect, to use the property in the ways it was intended when it was conveyed to the Town, and, in particular, to continue to use the property primarily as a public cultural, historic and craft center, that is, as a community center, and to maintain and use the open green space of the property for the use and enjoyment of the public and the citizens and residents of Boone;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Boone hereby recommits itself to the maintenance and use of the Jones House property as a public cultural, historic and/or craft center, that is, a community center, and to maintain and use the open green space of the Jones House property for the use and enjoyment of the public and the citizens and residents of Boone in perpetuity, so long as these stated purposes may be reasonably accomplished.

Adopted this the 18th day of January, 2007.

ATTEST:

Mayor

Deputy Town Clerk

(RESOLUTION TO BE TYPED IN BOOK 3, PAGE 14)

VOTE: Aye - All
 Nay None

APPROVAL OF LEASE AGREEMENT - PARKING AGREEMENT FOR MCCREARY PROPERTY

Town Manager Greg Young informed the Council that the parking lease agreement between the Town of Boone and Ron McCreary for parking spaces on the McCreary property adjoining the Town's property which houses the Public Works and Utilities departments has expired. He stated that discussion with Mr. McCreary has resulted in a draft lease agreement for one year for \$10,000 with an option to renew for an additional two-year period with a price increase reflecting the consumer price index. Mr. Young stated that the primary use of the property is for parking by Town staff of the Public Works and Utilities departments with occasional use by persons attending church services at two adjacent churches. Council discussed changing the lease agreement to a three-year period. Upon a motion by Council member Pepin, seconded by Council member Wilcox, Council moved to approve the following three-year lease agreement:

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

LEASE AGREEMENT

This LEASE AGREEMENT, entered into effective this 15th day of December, 2006, by Ronald A. McCreary and Kathleen B. McCreary, (hereinafter referred to as "McCreary") and the Town of Boone, a North Carolina Municipal Corporation, (hereinafter "Boone"), 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. **Premises:** The premises consist of the entire property owned by McCreary, but still titled to Thrift Food Stores, adjacent to King Street, Boone, North Carolina, adjacent to the Boone Public Services Building, and previously the property upon which the

“McCreary Store” was situated, known as Watauga County tax parcel number 2910-28-2322-000.

2. **Parties:** The parties confirm and affirmatively declare that they have the right, free and clear from the claims, property interests, etc. of any third parties, to enter this Agreement.
3. **Term:** The term of this agreement shall be three (3) years commencing on December 15, 2006 and ending on December 14, 2009. The lease has three periods as follows: December 15, 2006 through December 14, 2007; December 15, 2007 through December 14, 2008; December 15, 2008 through December 14, 2009.
3. **Rent:** The rent for the foregoing shall be ten thousand dollars (\$10,000.00) per annum with payment due at the beginning of each lease year. Annual rent increases will be in the amount reflecting the increase in the consumer price index (CPI) published by the United State Department of Labor, Bureau of Labor Statistics during the calendar year 2007 and 2008. For example, if the increase in the consumer price index is four percent (4.00%), annual rent shall be ten thousand, four hundred dollars (\$10,400.00) for the second year. The same calculation will be used for third year rent using 2008 calendar year CPI.
4. **Repairs and Maintenance:** During the term of its use, Boone shall be responsible for all repairs necessary to maintain the aforesaid premises in a safe and useable condition.
5. **Condition of Premises:** Boone accepts the leased premises in their current condition. Boone shall provide all maintenance necessary to keep the premises in good condition for the purposes of parking. Any repairs made to the premises by Boone shall be done in a workmanlike manner and shall become the property of McCreary.
6. **Right of Reentry:** McCreary reserves the right and may enter the premises at any reasonable time for the purpose of inspecting said premises, making such repairs as McCreary, in its sole discretion, desires to make, and for any other purpose in any way related to McCreary’s ownership of the premises so long as they do not interfere with Boone’s use of the premises.
7. **Alterations:** Boone agrees to neither make nor arrange for any permanent alterations to the premises without the advance written approval of McCreary.
8. **Indemnification:** Boone shall indemnify and hold harmless McCreary from any and all claims, actions, damages, and liability associated with personal injury and/or damage to property, or associated with any act or omission of Boone, its agents, employees or invitees, or associated with Boone’s use of the premises in connection with this Agreement.
9. **Modification of Lease:** This Lease Agreement contains all of the terms and conditions agreed to by Town and County concerning the Lease of the above-described premises. There are no oral terms or conditions agreed to by the parties hereto which are not contained in this written agreement. There shall be no modification of this Lease Agreement unless the modification is in writing and signed by both parties.
10. **Venue and Construction:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and venue of any dispute between the parties shall be in Watauga County, North Carolina.
11. **Notices:** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered to the following addresses:

VOTE: Aye - All
 Nay - None

MONTHLY WATER USE STATUS REPORT

Public Utilities Director Rick Miller presented the following status report:

As requested by Town Council, staff and I have compiled the following information concerning water use for the month of December. The Water Treatment Plant recorded a maximum daily demand of 2.16 million gallons on Wednesday, December 7, 2006, and the average daily demand was 1.733 million gallons for the entire month.

Attached you will find a chart that depicts a comparison of the maximum daily demands for the month of December since 1995. Included is an average trend line that illustrates the extent the maximum daily demand has increased during the last twelve years.

As adopted in Ordinance 05-01, the Town of Boone Council has appropriated for 25,000 gallons per day usage for year 2007 for allocation to customers. Council chose to allocate 4,800 gallons from 2007 leaving a balance of 20,200 gallons for allocation. At the last Town Council Meeting I informed you that 6,788 gallons per day remained in the 2006 year allotment. In January, the Public Utilities Department approved two projects that subtracted from the 2007 allotment, leaving a balance of 25,943 gallons per day that can be allocated for use in 2007. The total water allotment remaining for the year 2007 has not broken the sixty percent threshold. All future water service requests in excess of 3000 gallons per day usage will be forwarded to Town Council as required in Ordinance 05-01.

As you can see in the attached “Approved Water Connections” chart, the Public Utilities Department now has 25,943 gallons per day remaining for allotment in 2007. Also, be reminded that all calculations are based on 60% of the North Carolina Discharge Rate Schedule.

			Approved Water Connections			
			2007			
Staff Approved	Date	Projected Usage	Council Approved	Date	Projected Usage	Remaining Gallons
						25000
			Watauga County	Nov-06	4800	20200
			2006 Balance Carry Over	Jan-07	6788	26988
Park Street Subdivision	Jan-07	850				26138
Steven Airey	Jan-07	195				25943

WATER ALLOCATION REPORT

Public Utilities Director Rick Miller presented the following water allocation status report:

As requested by Town Council, I have compiled the attached information concerning water allocation actual average usages as compared to the predicted usages. While most projects that have been allocated water are substantially complete, I only included projects with enough water use history that was adequate for determining an average usage.

As you can see in the table that is attached, the majority of projects have an average water usage that is below the predicted usages that was calculated utilizing the North Carolina Discharge Rate Schedule. When allocation amounts were recommended by the Water Use Committee, it was determined that until some projects came online and provided some actual usage data, the Public Utilities Department would utilize the North Carolina Discharge Rate Schedule when predicting usages for proposed projects. Then, when actual usage data had become available, the Committee wished to reconvene and review Ordinance 05-01 to adjust the allocation amounts if necessary.

Project Name	Allocation Date	Allocated Amount	Actual Usage	Difference
Village at Meadowview	Previously Approved	68400	18640	49760
Milstone Ridge	Previously Approved	4500	1183	3317

Perkinsville Apts.	Previously Approved	21600	6265	15335
Hardin Street Apts.	Previously Approved	9600	3325	6275
Pizza Hut	Previously Approved	3720	1033	2687
NAPA Auto Parts	Previously Approved	378	54	324
Walgreen's	Previously Approved	1073	353	720
Deercroft Retirement Center	Previously Approved	6912	1912	5000
Country Inn & Suites	Previously Approved	4896	7033	-2137
Winkler's Creek Crossing	Previously Approved	982	242	740
Cookout Grill	Jan-05	1500	1466	34
Tom Adams	Feb-05	270	187	83
John Roberts	Feb-05	360	43	317
David Blust	Mar-05	360	203	157
Eddie Greene	Mar-05	270	141	129
David Nicklaw	Mar-05	270	147	123
Watauga County Detention	Apr-05	3728	2677	1051
Baxters Sport Bar	Apr-05	330	1648	-1318
James West	Jun-05	1440	78	1362
Blue Ridge Electric	Jun-05	45	371	-326
Family One Inc	Jun-05	394	961	-567
Watauga Insurance	Jul-05	15	46	-31
Fulton Lovin	Oct-05	120	567	-447
CAT Tractor	Oct-05	1107	76	1031
App Auto Glass	Nov-05	45	33	12
Bob Brown	Dec-06	75	3	72
Bob Young	Feb-06	450	360	90
Raymond Verling	Mar-06	430	325	105
ECR Software	Apr-06	81	35	46
Elaine Gray	Jul-06	90	113	-23
Pete Beckman	Jul-06	180	162	18
Two Rivers School	Aug-06	540	154	386
Carolina West Wireless	Oct-06	176	33	143
			Total	84468

Mr. Miller suggested that the Water Committee meet to discuss the information presented in the water allocation report. He stated that he would schedule a meeting date and inform the Council of the time and location.

ADOPTION OF BUDGET AMENDMENTS

Finance Director Amy Davis presented the budget amendments. Upon a motion by Council member Mason, seconded by Council member Brantz, Council moved to approve the following budget amendments:

DESCRIPTION	ACCOUNT #	TO:	FROM:
Insurance - Administration	010-401-000-535101	\$548.00	
Insurance - Finance	010-402-000-535101	\$463.00	

Insurance - Police	010-500-300-535101	\$11,886.00	
Insurance - Communications	010-500-301-535101	\$225.00	
Insurance - Fire	010-500-350-535101	\$10,208.00	
Insurance - Development Services	010-500-360-535101	\$2,070.00	
Insurance - Public Works	010-600-400-535101	\$671.00	
Insurance - Street Department	010-600-401-535101	\$5,771.00	
Insurance - Fleet Maintenance	010-600-404-535101	\$1,294.00	
Insurance - Facilities Maintenance	010-600-405-535101	\$5,815.00	
Insurance - Public Utilities	030-700-801-535101	\$700.00	
Insurance - Water Operations	030-700-802-535101	\$2,814.00	
Insurance - Sewer Operations	030-700-803-535101	\$2,814.00	
Insurance - Water Treatment Plant	030-400-804-535101	\$2,094.00	
Insurance - Waste Water Treatment Plant	030-700-805-535101	\$2,454.00	
Insurance - Utility Billing	030-400-806-535101	\$56.00	
Appropriated Fund Balance - General Fund	010-000-000-499900		(\$38,951.00)
Appropriated Fund Balance - Water/Sewer	030-000-000-499900		(\$10,932.00)
Undercover Operations - Police	010-500-300-529902	\$1,000.00	
Contributions & Donations - General Fund	010-000-000-482200		(\$1,000.00)
Uniform Equipment - Fire Department	010-500-350-511220	\$8,890.00	
Assistance to Fire Fighters - Grant Expense	015-420-000-551129	\$80,010.00	
Appropriated Fund Balance - General Fund	010-000-000-499900		(\$8,890.00)
Assistance to Fire Fighters - Grant Revenue	015-420-000-461520		(\$80,010.00)
Professional Services - Development Services	010-500-360-509100	\$3,000.00	
Appropriated Fund Balance - General Fund	010-000-000-499900		(\$3,000.00)
Contracted Services - Public Utilities	030-700-801-577000	\$30,000.00	
Appropriated Fund Balance - Water/Sewer	030-000-000-499900		(\$30,000.00)

VOTE: Aye - All
 Nay - None

ADOPTION OF ORDINANCE - KENNETH R. GOTTFRIED AND GO POSTAL IN BOONE, INCORPORATED VIOLATIONS

Town Attorney Sam Furguele stated that this ordinance would allow him to pursue legal action against Mr. Gottfried and Go Postal in Boone, Incorporated for a violation of the Town’s sign

ordinance. Upon a motion by Council member Pepin, seconded by Council member Brantz, Council moved to adopt the following ordinance:

ORDINANCE #07-01

WHEREAS, the Town of Boone has duly adopted a Unified Development Ordinance, (hereinafter, the “UDO”); and

WHEREAS, the UDO regulates the display of signs within the Town of Boone and its planning jurisdiction; and

WHEREAS, following an October 31, 2006 inspection by personnel from the Development Services Department of the Town of Boone of property located at 197 Market Centre, Boone, North Carolina, Watauga PIN 2910-49-7495-000, owned and operated by Kenneth R. Gottfried and Go Postal in Boone, Incorporated, staff notified Kenneth R. Gottfried and Go Postal in Boone, Incorporated, that a temporary advertising sign displayed on the premises was illegally displayed; and

WHEREAS, because of a January 5, 2004 violation, Kenneth R. Gottfried and Go Postal in Boone, Incorporated, were considered “repeat violators,” as that term is used in the UDO, and thus assessed an initial penalty of \$1,500.00 and a daily penalty of \$250.00 until such time as the illegally displayed sign was removed and the violation abated; and

WHEREAS, following receipt of the notice of violation, Kenneth R. Gottfried and Go Postal in Boone, Incorporated, removed the offending sign; and

WHEREAS, at the January 4, 2007 meeting of the Boone Board of Adjustment, the matter was scheduled for hearing on the appeal, but neither Kenneth R. Gottfried and Go Postal in Boone, Incorporated appeared; and

WHEREAS, as a result of the failure of Kenneth R. Gottfried and Go Postal in Boone, Incorporated, to appear for the scheduled appeal hearing, the Boone Board of Adjustment dismissed the appeal of Kenneth R. Gottfried and Go Postal in Boone, Incorporated, in effect, affirming the decisions of staff, since the time to request an appeal has now expired; and

WHEREAS, the penalties against Kenneth R. Gottfried and Go Postal in Boone, Incorporated total \$1,500.00, and neither Kenneth R. Gottfried and Go Postal in Boone, Incorporated, have made any attempt whatsoever to pay this amount or any portion of this penalty;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BOONE, NORTH CAROLINA, PURSUANT TO N.C. GEN. STAT. § 160A-175, AS FOLLOWS:

1. Kenneth R. Gottfried and Go Postal in Boone, Incorporated, are the owner and operator of that certain business located at 197 Market Centre, Boone, North Carolina, Watauga PIN 2910-49-7495-000. Said real property is located within the town limits and jurisdiction of the Town of Boone.
2. Kenneth R. Gottfried and Go Postal in Boone, Incorporated, have violated the Unified Development Ordinance of the Town of Boone by displaying a sign in a manner and for a time period which violate the requirements of the Unified Development Ordinance.
3. The Town Attorney is ordered to initiate legal action in the General Court of Justice in Watauga County, North Carolina against Kenneth R. Gottfried and Go Postal in Boone, Incorporated, to collect the unpaid penalties for the aforesaid violations of the UDO, including attorney’s fees and costs.
4. This Ordinance shall be recorded in the registry of the Watauga County Register of Deeds under the names Kenneth R. Gottfried and Go Postal in Boone, Incorporated.

Adopted this the 18th day of January, 2007.

ATTEST:

Mayor

Town Clerk

(ORDINANCE TO BE TYPED IN BOOK 3, PAGES 315-316)

VOTE: Aye - All
 Nay - None

ADOPTION OF COMMUNITY GARDEN LEASE

Town Manager Greg Young informed the Council that he has met with Matt Cooper in regard to issues concerning the community garden located on Leola Street. Mr. Young stated that the issues have been resolved and that discussion has ensued about the use of the property. Upon a motion by Council member Brantz, seconded by Council member Pepin, Council moved to approve the following lease agreement:

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WATAUGA

THIS LEASE AGREEMENT is made this the 1st day of December, 2005, by and between the **Town of Boone**, a North Carolina Municipal Corporation, hereinafter referred to as “**Lessor**” and the **Appalachian Coalition for Just and Sustainable Communities, Inc.**, a North Carolina non-profit corporation, hereinafter referred to as “**Lessee**,” collectively referred to as the “parties.”

12. **Leased Premises:** The **Lessor** hereby leases to the **Lessee** that certain piece, parcel or lot of land situated, lying and being in Boone Township, Watauga County, North Carolina, more particularly described on the exhibit attached hereto as “Attachment ‘A,’” hereinafter referred to as “the premises.”
13. **Term:** The term of this lease shall be one year, commencing on December 1, 2006 and ending on November 30, 2007, but in accordance with the provisions herein, may be renewed from time to time by the parties. Renewal of this lease for any additional periods of time, however, shall only be effective with the approval of the Boone Town Council.
14. **Rent:** The rent for the above-described premises is one dollar (\$1.00) per year, and shall be due and payable in full upon the execution of this Lease, and on or before the same date in each subsequent year during any renewal term of this Lease.
15. **Repairs and Maintenance:** The **Lessee** shall provide all maintenance necessary to keep the premises in good and sanitary condition. Unless expressly assumed by **Lessor**, **Lessee** shall also be responsible for all repairs necessary to maintain the premises and any improvements in safe, sanitary and good condition. **Lessee** agrees to notify the **Town Manager for the Town of Boone** of any and all conditions in need of correction or repair. **Lessee** further agrees that no repairs will be undertaken, and no person or entity will be hired to undertake any repairs without first obtaining permission of the **Town Manager for the Town of Boone** and such other person or persons as he may designate. In the event of an emergency, **Lessee** will notify the **Town Manager for the Town of Boone** as soon as possible, by telephone, at (828) 262-4530 of the emergency condition. Only with the express permission of the **Town Manager for the Town of Boone** may **Lessee** undertake any repairs to the premises, and any such repairs made to the premises shall be done in a workmanlike manner and shall become the property of **Lessor**. In making any such repairs, **Lessee** shall comply with the North Carolina State Building Code, as applicable, all ordinances of the Town of Boone and Watauga County, as pertinent, and all relevant federal and state laws relating to its operation of a facility and enterprise open to the public, and to its use of paid employees therein. Violation of this

provision shall result in nullifying and voiding this lease agreement without further action by **Lessor**.

16. **Alterations:** **Lessee** agrees to neither make nor arrange for any alterations to the premises, other than those required to create and maintain a community garden, without the advance approval of the **Town Manager for the Town of Boone**. Such alterations include, but are not limited to, such things as the posting of sign(s), planting of trees, relocation of any dirt on the premises other than what is needed for the ordinary operation and maintenance of a garden, placing or construction of fences, and placement or construction of buildings, sheds, or other structures. Should any alterations be approved by the **Town Manager for the Town of Boone**, they shall be done in a workmanlike manner, and they shall become the property of **Lessor**. In making any alterations which have been approved by the , **Lessee** shall comply with the North Carolina State Building Code, as applicable, all ordinances of the Town of Boone and Watauga County, as pertinent, and all relevant federal and state laws relating to its operation of a facility and enterprise open to the public, and to its use of paid employees therein. Violation of this provision shall result in nullifying and voiding this lease agreement without further action by **Lessor**.
17. **Compliance with Laws:** In particular, and not by way of exclusion, in any and all its actions and activities undertaken on the premises, **Lessee** will comply with and hereby certifies its compliance with the Americans with Disabilities Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Occupational and Health Safety Act, as amended, the North Carolina Employment Security Act, as amended, and the North Carolina Worker's Compensation Act, as amended, to the extent each such law applies to **Lessee** and/or any of its activities. **Lessee** commits that it will act in accordance with its duly adopted by-laws and will comply with all laws related to its status as a non-profit North Carolina Corporation. **Lessee** shall provide **Lessor** with its current by-laws at any time requested by **Lessor**. Should **Lessee's** corporate status be revoked by the North Carolina Secretary of State, or should the **Lessee's** non-profit status be revoked by the United States Internal Revenue Service or otherwise, this lease shall immediately terminate.
18. **Assignments or Subletting:** Except as provided herein, the **Lessee** shall not assign nor sublease the premises without the prior written consent of the **Lessor**. **Lessee** may, however, in keeping with the intended purposes of this lease and the use of the premises for a community garden, allow the use of garden spaces by individuals wishing to participate in the community garden, and **Lessee** may charge a reasonable fee for such garden space use, in keeping with **Lessee's** status as a non-profit organization. Any such participants shall be required to sign a waiver in a form approved by the Town and in favor of the Town, absolving, releasing and holding harmless the Town from any claim, demand, cause of action or other assertion of any kind for compensation for personal injury or property damage connected in any way to their use of the community garden. Likewise, should **Lessee** wish to sublease or assign this lease, no sublease or assignment shall be approved unless the sub-lessee or assignee shall provide adequate liability insurance protection for its activities and actions, which insurance protection inures to the benefit of **Lessor**, and unless the sub-lessee or assignee agrees to defend, indemnify and hold harmless **Lessor** from all claims, demands and liability of any kind whatsoever. All proposed subleases or assignments must be in writing and shall be submitted to **Lessor** at least thirty days in advance of the proposed effective date of the sublease or assignment. All proposed assignments and subleases shall include, and all assignees and sub-lessees shall execute, a written waiver absolving **Lessor** of any and all responsibility for damage which might occur to the assignees or sub-lessees or their personal property. **Lessor** shall have no responsibility to approve any proposed sublease or assignment and may reject any such proposal for any reason which **Lessor**, in its sole discretion, considers adequate.
19. **Protection of Riverbank:** **Lessee** shall take all reasonable steps to prevent persons from causing damage of any kind to the riverbank or river adjacent to the premises and shall not itself alter, damage or otherwise cause improper effects thereto.

20. **Security:** Lessee shall take reasonable steps to prevent unauthorized persons from using the premises, including but not limited to the posting of “no trespass” signs. However, no such steps shall be taken without the advance approval of the **Town Manager for the Town of Boone**.
21. **Utilities:** The Lessee shall be responsible for paying all utility costs incurred in connection with its use of the premises.
22. **Keys and Locks:** Should Lessee change any of the locks or add any locks to any locked feature of the premises, Lessee shall, at its own expense, immediately provide duplicate keys to all such locks to Lessor. At the end of the lease term, Lessee shall return or turn over all keys which relate to the premises to Lessor.
23. **Insurance:** The Lessee shall provide and maintain insurance coverage against loss, destruction, or other damage to its property located on the premises, as well as against all risks for which Lessee is required to indemnify and hold Lessor harmless. Lessee’s liability insurance coverage shall provide coverage for personal injury or bodily harm occurring during the term of the lease, whensoever a claim is made, in an amount no less than two million dollars (\$1,000,000.00) per occurrence, and shall insure against injuries or damages which occur as a result of Lessee’s own operations, as well as the operations of any assignee or sub-lessee approved by Lessor. Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed and maintained with Lessor annually during the term of the Lease. Lessee shall immediately advise Lessor of any assertion of claim or litigation that may result in a claim of liability against Lessor.
24. **Lessor’s Right to Enter Premises:** The Lessor reserves the right and may enter the premises at any reasonable time for the purpose of inspecting said premises, making such repairs as the Lessor, in its sole discretion, desires to make, and for any other purpose in any way related to Lessor’s ownership or Lessee’s use of the premises.
25. **Use of Premises:** The premises are to be used for the purposes of operating a “community garden,” and such other activities as may be necessary to support those purposes, including parking in appropriate locations on the premises. Should Lessee fail to produce a community garden for a period of time exceeding one continuous year, this failure shall be considered its abandonment of the premises, and any renewal of this lease shall immediately terminate. Any specific activity beyond those listed shall be subject to the advance approval of Lessor, but Lessor shall only consider such proposed activities if they are in keeping with the general purposes of this lease and are consistent with Lessee’s status as a non-profit corporation. In the off-season, Lessor shall properly secure and make safe all structures, and shall either remove or secure and make safe any portable structures and equipment. The Lessee shall not use or knowingly permit any part of the Leased Premises to be used for any purpose which violates any law, and Lessee shall comply with all land use ordinances of Lessor. Lessor reserves the right to use the premises described herein at such times as said premises are not being used by the Lessee, as well as in ways which do not unduly interfere with Lessee. Lessee will take no action(s) which is in any way inconsistent with Lessor’s ownership interest in the property. This Lease does not and shall not be construed to establish or create a partnership, joint venture, franchise or other form of business association between Lessor and Lessee.
26. **Information Required to be Furnished:** Within ten days of any change, Lessee shall provide to Lessor any change to its by-laws, shall notify Lessor of any change to its management staff, and at the execution of this lease and any time such composition changes, shall advise Lessor of the names and addresses of each member of board of directors and officers of the Lessee.
27. **Rules for Operation:** Lessee shall have the right to promulgate such rules and regulations as it may deem appropriate for the behavior of its employees, volunteers and its other licensees and invitees. However, Lessee shall provide Lessor with a copy of such rules and regulations as it may promulgate reasonably prior to their effective date.

28. **Default:** If the **Lessee** defaults in the payment of rent or in the performance of any of the conditions of this Lease or its responsibilities thereunder, all of which are deemed material, the **Lessor** may give the **Lessee** written notice of default for the first violation. If the **Lessee** does not cure said default within seven (7) days after the receipt of notice thereof, the **Lessor** may terminate this Lease. In the event of any repeated violation by **Lessee** of its responsibilities under this Lease, **Lessor** may terminate the Lease without affording **Lessee** any further opportunity to cure its violation. On the date specified in any such notice of default (unless the default is cured) or notice of termination, 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** and any other occupants and their property therefrom.
29. **Termination of Lease other than Default :** **Lessor** may terminate this Lease without cause by action of the Town Council upon thirty days written notice to **Lessor**.
30. **Abandoned Property:** Following the termination of this lease or subsequent tenancy, by action of **Lessor** or the expiration of the term without renewal, any property left by **Lessee** on the premises shall be considered abandoned and may be retained by or disposed of by **Lessor** as it sees fit.
31. **Indemnity:** The **Lessee** shall defend, indemnify and hold harmless the **Lessor** from any and all claims, actions, damages, and liability associated with personal injury and/or damage to property and/or any other matter arising out of any occurrence in, upon or at the premises, or associated with any act or omission of the **Lessee**, its agents, employees or invitees, or associated with **Lessee's** use of the premises. In the event that the **Lessor** is made a party to any litigation brought against the **Lessee** or by reason of the **Lessee's** use or possession of the premises, the **Lessee** shall defend, protect and hold harmless the **Lessor** from any and all liability that may result therefrom, including **Lessor's** costs in defending itself against any claim, action, litigation or other assertion of liability.
32. **Modification of Lease:** This Lease Agreement contains all of the terms and conditions agreed to by the **Lessor** and the **Lessee** concerning the Lease of the above-described premises. There are no oral terms or conditions agreed to by the parties hereto which are not contained in this written agreement. There shall be no modification of this Lease Agreement unless the modification is in writing and signed by both parties.
33. **Waiver:** **Lessor's** failure to strictly enforce its rights under this Lease shall not constitute a waiver of such rights with respect to any violation of the Lease by **Lessee**, and the parties agree that this provision may itself not be waived by the conduct of the parties.
34. **Partial Invalidity:** If any term, covenant, condition or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.
35. **Governing Law and Venue:** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina, and venue of any dispute between the parties shall be in Watauga County, North Carolina.
36. **Execution:** **Lessor** and **Lessee** each represent and warrant to the other that all necessary authorizations and approvals required for execution and performance of this Lease have been given and that the undersigned individual is duly authorized to execute this Lease and bind the party for which it signs.
37. **Notices:** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

VOTE: Aye - All
 Nay - None

Mayor Clawson declared a break at 7:30 p.m. Council reconvened at 7:50 p.m.

REQUESTED APPEARANCE – LAUREL RIDGE HOUSING LLC

Town Attorney Sam Furguele opened a public hearing at 7:51 p.m. to hear sworn testimony from Tom Honeycutt and Public Utilities Director Rick Miller concerning a request for water and sewer service to property located at the northwest corner of the intersection of Poplar Grove Road and Highway 105. Mr. Honeycutt stated that the development will consist of an 84-unit apartment complex that is income restricted. He stated that the development will be financed through the sale of federal and state tax credits. He further noted that the property consists of fourteen acres and that the front portion of the property that adjoins Highway 105 is zoned for commercial use. Public Utilities Director Rick Miller stated that the usage presented in the staff report reflects calculations based on 120 one-bedroom units which was the only information he had to use at the time of the report. Mr. Miller calculated a figure based on a total of 84 units: 20 one-bedroom units, 42 two-bedroom units, and 22 three-bedroom units for a total usage of 25,500 gallons per day. He also pointed out that the portion of the property that is proposed for development is in the secondary pressure zone. Mr. Miller reiterated that Ordinance #05-01 does not allow for utility extensions within the secondary pressure zone. With no other testimony, Mr. Furguele closed the public hearing at 8:09 p.m. Council discussed at length the difference between connection to and extension of an adjacent utility line. Council members Spann and Mason stated this project presents an opportunity to benefit the community by providing for affordable housing. Council member Mason suggested that the Water Committee investigate the term “single-dwelling” in reference to the extension of utilities lines in the secondary pressure zone. Upon a motion by Council member Mason, seconded by Council member Spann, Council moved to table this case.

VOTE: Aye - All
 Nay - None

REQUESTED APPEARANCE – WINGS TO GO

Town Attorney Sam Furguele opened a public hearing at 8:15 p.m. to hear sworn testimony from Larry Greene, Clyde Ward and Paul Tatum concerning a request for water allocation for a Wings to Go restaurant to be located in the old Winn Dixie shopping center on Boone Heights Drive. Larry Greene, project architect, stated that the restaurant would have 139 seats and would occupy approximately 2100 square feet of the building. Clyde Ward, who is responsible for the development of Wings to Go restaurants in the southeastern United States, stated that this type of restaurant is family oriented and includes a variety of foods on the menu. He stated that Boone had been selected for this restaurant chain because of demographic information which included the location of Appalachian State University and favorable traffic patterns for this region. Paul Tatum, local owner of the restaurant, stated that this business is not a bar where alcohol is served exclusively but is a restaurant with a family atmosphere where beer and wine will be available as in other such restaurants as Applebee’s or Ruby Tuesday. With no other public testimony, Mr. Furguele closed the public hearing at 8:23 p.m. Upon a motion by Council member Mason, seconded by Council member Spann, Council moved to approve a water allocation of 4,170 gallons per day for a Wings to Go restaurant located on Boone Heights Drive.

VOTE: Aye - All
 Nay - None

REQUESTED APPEARANCE - BOB DISNEY

Mr. Bob Disney appeared before the Council to request permission to begin street closing procedures for property at the northwest corner of Hunting Lane. Mr. Disney asked to remove an old right-of-way and replace it with the standard sixty-foot right-of-way. He stated he would be responsible for the cost of this procedure. Public Services Director Blake Brown stated that this would be a fair trade of property between Mr. Disney and the Town of Boone. Upon a motion by Council member Mason, seconded by Council member Pepin, Council moved to allow Mr. Disney to begin the street closing procedure.

VOTE: Aye - All
 Nay - None

REQUESTED APPEARANCE - WILL KOVALCHIK

Mr. Will Kovalchik appeared before the Council to request approval for a Special Events permit for the 3rd Annual March for March parade. Mr. Kovalchik explained the event, stating that it would begin on Horn in the West Drive, continue along King Street, end at the Watauga County Social Services parking lot on Poplar Grove Connector and would last for forty-five minutes. He asked that the application fee be waived and stated that a certificate of liability insurance would be provided once the event application is approved. Police Chief Bill Post stated that police personnel to staff the event would have to be called in with overtime pay. Council member Mason asked if Mr. Kovalchik would consider a shorter route by ending the parade at Water Street instead of Poplar Grove Connector. Mr. Kovalchik stated he would like to get approval for the full route which has been used for the past two years during the event. Council member Spann advised beginning the route at the Legends building located on Hardin Street to ease traffic concerns along King Street. Mr. Kovalchik stated he would be willing to modify the parade route by beginning the parade on Hardin Street and ending at Water Street. Upon a motion by Council member Spann, seconded by Council member Mason, Council moved to approve the special event permit for the 3rd Annual March for March parade as modified with no fee waiver.

VOTE: Aye - All
 Nay - None

REQUESTED APPEARANCE - CHERRY JOHNSON

Ms. Cherry Johnson appeared before Council to request additional funding for the Jones House which would include \$500 for the purchase of miscellaneous office supplies, \$800 for the purchase of a digital projector, and \$600 to allow for an increase in salary for cleaning services for the Jones House. Ms. Johnson stated that a new digital projector is necessary because of several requests for such equipment by persons or groups using the Jones House for events. She further noted that there has been no increase in the allowance for cleaning services for the Jones House since 2004. Council member Pepin suggested that Ms. Johnson should investigate income sources for the Jones House including an increase in rental rates for the use of the facility or rooms therein and a rental fee for the use of such equipment as a digital projector. Ms. Johnson stated she would relay this request to the Jones House Advisory Board. Upon a motion by Council member Wilcox, seconded by Council member Brantz, Council moved to grant the request for additional funding for the Jones House in the amount of \$1900 for the purchase of office supplies and a digital projector and to upgrade the cost for cleaning services for the facility.

VOTE: Aye - All
 Nay - None

PUBLIC COMMENT

There were no public comments.

CLOSED SESSION

Upon a motion by Council member Wilcox, seconded by Council member Brantz, Council moved to enter Closed Session at 8:53 p.m. pursuant to NCGS 143-318.11a)3) in order to discuss the following matters:

- ASU Interconnection Agreement
- Water Issue.

VOTE: Aye - All
 Nay - None

Upon a motion by Council member Wilcox, seconded by Council member Brantz, Council moved to exit Closed Session at 9:13 p.m.

VOTE: Aye - All

Nay - None

ADJOURNMENT

On a motion by Council member Wilcox, seconded by Council member Pepin, Council moved to adjourn the meeting at 9:14 p.m.

VOTE: Aye - All
 Nay - None

Deputy Town Clerk

Mayor