Town of Boone
Town Council
Regular Meeting Part II
6:30 p.m., Feb. 19, 2018
Council Chambers, 1500 Blowing Rock Road

I. Call to Order

At the regular Town Council meeting held on Thursday, Feb. 15, 2018 at 6:00 p.m., Council moved to recess the meeting and to reconvene on Monday, Feb. 19, 2018 at 6:30 p.m. at the Council Chambers located at 1500 Blowing Rock Road. Mayor Rennie Brantz presided. Council Members present were Mayor Pro-Tem Loretta Clawson, Lynne Mason, Sam Furgiuele, Connie Ulmer and Marshall Ashcraft. Staff present were Town Manager John Ward, Town Clerk Nicole Worley, Planning Director Jane Shook, Downtown Boone Development Coordinator Brittney Clark and Police Captain Andy LeBeau. Town Attorney Allison Meade was also present.

II. Announcements

Mayor Rennie Brantz noted that there were several pressing items on the agenda and that Council needed to make a decision on their priorities and the order of items on the agenda.

Upon a motion by Council Member Mason, seconded by Council Member Ashcraft, Council moved to complete agenda items which were time sensitive at the beginning of the meeting.

VOTE: Aye: All
Nay: None

III. Council Matters

Consideration of Approval of Memorandum of Understanding with the Appalachian Theatre

Town Attorney Allison Meade presented the proposed Memorandum of Understanding between the Town of Boone and the Appalachian Theatre. Ms. Meade presented Council with two different options for Council's consideration and outlined the changes on the attached exhibits. Town Manager John Ward noted that although the Town Hall parking lot was a loss, they had figured out a way to keep the drive through open during construction. He added that there would be a total of 22 parking spaces lost during construction, but that that number could potentially be reduced after construction was complete. Mr. Ward stated that vehicles displaced during construction would be moved the paid parking spaces in the King Street pay lot or on Queen Street. Council Member Furgiuele inquired about the fair market value of the parking lot property to which Mr. Ward stated the value was approximately $77,000. Council Member Furgiuele asked if

the conference room at the Theatre was ADA accessible, with Ms. Meade stating that she confirmed with the Theatre's attorney, Jim Deal, that the Theatre conference room would be ADA accessible. Council Member Furgiuele added that in his opinion, the Town doesn't have to have a dedicated meeting space with elaborate equipment noting that Council has used the Agricultural Center in the past and that when Council moves into Closed Session, members of the public could be excused. He continued to say that he did not oppose the Appalachian Theatre and wondered if property owners on the other side of the Theatre had been approached and offered compensation in exchange for an easement onto their property. Council Member Furgiuele expressed concern on the impact Theatre construction would have on the viability of a parking garage next to Town Hall and stated that he would rather see staff explore the possibility of emergency ingress and egress on the property located to the left of the Theatre, with compensation to the property owners. Mr. Ward noted that he had not been in communication with the property owner on behalf of the Town since he had not received direction to do so by Council. Council Member Furgiuele added that he was prepared to support the MOU, but that he would like to have staff explore the possibility of a pedestrian easement of appropriate size on the far side of the Theatre with compensation to the property owner. Mr. Ward answered that he would communicate with the property owner but asked that Council take into consideration the time frame and the possibility of delaying a spring start to construction at the Theatre. Frank Mohler, representative of the Appalachian Theatre informed Council that over a three year period Theatre representatives had a number of meetings with the property owner on the left side of the Theatre and that the property owner was not inclined to help the Theatre, although he believed compensation was offered. Mayor Brantz offered that he would prefer Memorandum of Understanding option two since it gave the Town freedom while still supporting the Theatre, while Council Member Furgiuele stated that he supported option one. Council Member Furiguele made a motion to agree to the modifications of the wing construction and to approve Memorandum of Understanding option one with section H restrictions, but that Council not act to deny or approve the pedestrian easement for the exit on the ground floor until it is determined whether the Town could offer compensation to the property owner on the left side of the Theatre. Council Member Mason seconded and added clarification that if option one is chosen, that language be added that if the usage of the Theatre conference room becomes a hardship on the Theatre that the MOU be revisited. Ms. Meade added that the Memorandum of Understanding could always be modified, but that she was against adding hardship language to the MOU. She asked whether the Theatre was subject to a deadline with Mr. Mohler stating that the Theatre had to submit the agreement to architects by the end of March before construction permits could be issued. After a brief discussion regarding the emergency egress on the property as well as potential usage of the Theatre conference room, Council Members Furgiuele and Mason withdrew their motion and second. Mr. Mohler questioned what response to give to the architect to which Ms. Meade responded that while the Memorandum of Understanding was not yet fully resolved, it was the consensus of Council to accept the size of the stage left wing.

Request to Approve Union Soldier Marker Rededication Ceremony

Mayor Brantz noted that the Historic Preservation Commission had available funds within its Cemetery Fund that could be used to pay for the project. Council Members Furgiuele and Clawson both noted that they believed the project worthy of the cost. Upon a motion by Council Member Furgiuele, seconded by Council Member Clawson, Council moved to authorize the usage of existing funds to pay for the Union Soldier Marker Rededication Ceremony in the amount of $855.00

VOTE: Aye: All
Nay: None

Consideration of Approval of Wellness Center Greenway Trail Connector Easement – Optimist Club

Town Attorney Allison Meade and Public Works Director Rick Miller presented to Council the Easement between the Optimist Club and the Town of Boone as well as the Easement between the Appalachian Regional Healthcare System Wellness Center and the Town of Boone for the Greenway Trail Connector project. Ms. Meade stated that since ARHS had not yet approved the agreement between the Wellness Center and the Town, there was a chance that it may have to come back before Council if issues were to arise, but recommended that Council approve the agreement contingent on the approval by ARHS. Mayor Brantz questioned the cost of the project to the Town to which Town Manager John Ward replied that the Town planned to utilize in-house labor along both easements and would utilize grant funding issued to Watauga County for materials. Ms. Meade confirmed that the threshold on force account labor had risen to $500,000, so there would be no issue with the Town using in-house labor on the project. Upon a motion by Council Member Mason, seconded by Council Member Clawson, Council moved to approve both easements as presented with the understanding that Appalachian Regional Healthcare System had not yet taken formal action and that the agreement may come before Council at a future time if issues arise.

VOTE: Aye: All
Nay: None

DEED OF EASEMENT

Prepared by: *Allison M. Meade, Meade Law PLLC, PO Box 292,* Boone, NC 28607

STATE OF NORTH CAROLINA **COUNTY OF WATAUGA**

THIS DEED OF EASEMENT, made this the _____ day of _____, 20__, by and between **THE OPTIMIST CLUB OF BOONE, NORTH CAROLINA, INC.** (a/k/a **OPTIMIST CLUB OF BOONE, INC.**), a North Carolina nonprofit corporation, hereinafter referred to as "Grantor," and the **TOWN OF BOONE,** hereinafter referred to as "Grantee," collectively referred to as the "Parties." The designation Grantor and Grantee, as used herein, shall include said Parties, their heirs, successors and assigns, and shall include singular, plural, masculine or feminine, as required by context.

WITNESSETH:

A. Grant of Permanent Greenway Easement. Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee a permanent easement (referred to hereafter as the "Easement") over and across the real property of Grantor for purposes of maintaining a greenway devoted to public recreational purposes. The location of the Easement is more particularly described on the attached Exhibit A and shown on the map attached as Exhibit B (the "Easement Area"), both Exhibits A and B being incorporated herein by reference. The Easement shall extend, over, within, and across said real property of the Grantor for all purposes related to or associated with a greenway, including but not limited to: installing, constructing and maintaining a paved trail to be used by the public for recreational purposes and associated fixtures such as benches, trash receptacles, and other items; and maintaining, preserving, and enhancing the vegetation and stream bank in the area included within the easement. Grantor further grants to Grantee reasonable access to said Easement area for purposes of developing and maintaining the greenway from time to time.

B. Servient Property Identified. The property of the Grantor that is subject to this Easement (the "servient real property") is described in that certain instrument recorded in Deed Book 95, Page 87, Watauga County Registry.

This Easement is subject to the following conditions:

1. Grantee shall be solely responsible for maintaining the Easement.

2. Grantee shall indemnify the Grantor against any loss, damage, liability or expense which the Grantor incurs as a result of the use of the Easement to the extent allowed by law.

Grantee, by its execution of this Agreement, acknowledges its consent to the terms of the Easement as set forth above.

IN WITNESS WHEREOF, the Parties have executed this Easement Deed on the dates shown below.

THE OPTIMIST CLUB OF BOONE, INC.

By: _____
President

Attest: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, certify that _____ personally came before me this day and acknowledged that s/he is the President of The Optimist Club of Boone, North Carolina, Inc., a North Carolina nonprofit corporation, and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the ____ day of _____, 201__.

_____
Official Signature of Notary Public

_____
Notary's Printed/Typed Name
My Commission Expires:_____

GRANTEE:

The foregoing instrument is approved, this ____ day of _____, 201__.

Town of Boone

By:_____
Mayor

Attested By: _____(SEAL)
Clerk, Town of Boone

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, _____, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 201__.

_____
Notary Public

_____
Printed Name of Notary Public

My Commission Expires: _____

Exhibit A

A Greenway Trail Easement, located within the town limits of Boone, New River Township, Watauga County, North Carolina. Being more particularly described as follows:

Commencing at a point in the northern margin of State Farm Road, NCGS monument "Fire" (PID FZ2954); thence along a tie line N 87° 48' 43" W 423.32' to a one inch iron pipe, the northeast corner of lands of Greenway Building, LLC (Ref. Book of Record 502 at Page 846) and the northwest corner of lands of Optimist Club of Boone, North Carolina, Incorporated (Ref. Deed Book 95 at Page 87); thence along the shared boundary of lands of Greenway Building and Optimist Club S 17° 38' 58" W 303.93' to a calculated point, the place and Point of Beginning of Permanent Easement A, being further located N 17° 38' 58" E 25.79' from a found ten inch cherry tree; thence from the Point of Beginning, along a new easement line, over lands of Optimist Club, the following thirteen courses and distances: (1) S 44° 02' 44" E 63.27', (2) S 51° 58' 58" E 35.17', (3) S 60° 21' 41" E 36.82', (4) S 66° 15' 37" E 37.45', (5) S 76° 28' 26" E 39.35', (6) S 87° 42' 13" E 21.35', (7) N 81° 15' 00" E 27.08', (8) S 66° 40' 49" E 85.62', (9) N 87° 21' 24" E 23.44', (10) N 68° 16' 51" E 37.34', (11) N 59° 25' 22" E 43.29', (12) N 54° 01' 43" E 111.97', (13) N 86° 35' 36" E 126.20'; thence S 89° 05' 28" E 127.14', to a calculated point at the western right of way of State Farm Rd, said point being further located N 60° 32' 31" W 20.05' from NCGS monument Gaging Station 3109.9 (PID FZ3045) as found in the northwest headwall of the bridge over Winkler's Creek; thence with the right of way of State Farm Road S 32° 07' 52" E 57.01' to a calculated point in the centerline of Winkler's Creek; thence leaving said road right of way and running with the centerline of Winkler's Creek the following eleven courses and distances: (1) N 85° 52' 50" W 29.01', (2) N 89° 35' 26" W 172.21', (3) S 82° 20' 39" W 76.44', (4) S 58° 48' 55" W 22.58', (5) S 31° 33' 15" W 26.07', (6) S 46° 21' 28" W 52.71', (7) S50° 09' 42" W 60.32', (8) S 81° 49' 08" W 51.27', (9) N 71° 04' 29" W 66.60', (10) N 76° 11' 14" W 50.96', (11) N 83° 01' 51" W 49.10'; thence N 53° 29' 40" W 13.58' to a calculated point at the intersection of the centerlines of an unnamed branch and Winkler's Creek, said point being the common corner of lands of Watauga Medical Center and Optimist Club (Ref. Plat Book-18 at Page-222) and the eastern most corner of "Permanent Easement B"; thence with the common boundary of Watauga Medical Center and Optimist Club N 53° 29' 40" W 150.35' to a calculated point, the northern most corner of "Permanent Easement B"; thence continuing N 53° 29' 40" W 47.84' to a calculated point; thence N 68° 17' 35" W 7.52' to a calculated point in the center of said unnamed branch, the southwest corner of lands of Optimist Club and the southeast corner of lands of Greenway Building and in the northern boundary of lands of Watauga Medical Center; thence with the common boundary of Greenway Building and Optimist Club N 17° 38' 58" E 36.68', passing through a ten inch cherry tree at 10.90', to the place and Point of Beginning. Containing 0.90 acres by coordinate geometry and being the extents of "Permanent Easement A" as shown on a plat of survey titled "Easement Plat for Town of Boone", Job No. B17030.3, dated January 29, 2018, as surveyed by Municipal Engineering Services Co., P.A., and recorded in Watauga County Register of Deeds in Plat Book- _____ at Page-_____ to which this description will yield in the case of any discrepancies.

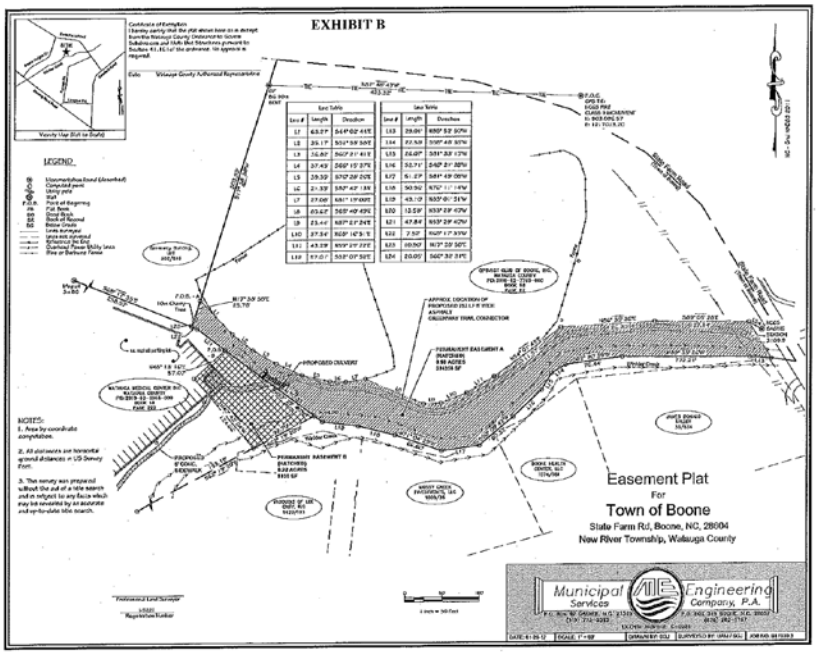
EXHIBIT B
Easement Plat
For
Town of Boone
State Farm Rd, Boone, NC, 28604
New River Township, Watauga County
Municipal Services
Engineering Company, P.A.

DEED OF EASEMENT

Prepared by: *Allison M. Meade, Meade Law PLLC, PO Box 292,* Boone, NC 28607

STATE OF NORTH CAROLINA **COUNTY OF WATAUGA**

THIS DEED OF EASEMENT, made this the _____ day of _____, 20__, by and between **WATAUGA MEDICAL CENTER, INC.**, a North Carolina nonprofit corporation, hereinafter referred to as "Grantor," and the **TOWN OF BOONE,** hereinafter referred to as "Grantee," collectively referred to as the "Parties." The designation Grantor and Grantee, as used herein, shall include said Parties, their heirs, successors and assigns, and shall include singular, plural, masculine or feminine, as required by context.

WITNESSETH:

A. Grant of Permanent Greenway Easement. Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee a permanent easement (referred to hereafter as the "Easement") over and across the real property of Grantor for purposes of maintaining a greenway devoted to public recreational purposes. The location of the Easement is more particularly described on the attached Exhibit A and shown on the map attached as Exhibit B (the "Easement Area"), both Exhibits A and B being incorporated herein by reference. The Easement shall extend, over, within, and across said real property of the Grantor for all purposes related to or associated with a greenway, including but not limited to: installing, constructing and maintaining a paved trail to be used by the public for recreational purposes and associated fixtures such as benches, trash receptacles, and other items; and maintaining, preserving, and enhancing the vegetation and stream bank in the area included within the easement. Grantor further grants to Grantee reasonable access to said Easement area for purposes of developing and maintaining the greenway from time to time.

B. Temporary construction easement. In addition, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration paid by Grantee, the receipt and adequacy of which is hereby acknowledged, Grantor has and by these presents does grant, bargain, sell and convey unto Grantee a temporary construction easement over and across the real property of Grantor as reasonably required for purposes of installing 277 linear fee of sidewalk as shown on the attached Exhibit C, which is incorporated herein by reference. It is understood and agreed that, upon and after installation of said sidewalk, Grantee shall have no maintenance responsibility nor any other obligation

or liability of any kind for said sidewalk, and that the sidewalk shall be owned by and the sole responsibility of Grantor.

C. **Servient Property Identified.** The property of the Grantor that is subject to the Easements described herein (the "servient real property") is described in that certain instrument recorded in Plat Book 18, Page 222, Watauga County Registry.

This Easement is subject to the following conditions:

1. Grantee shall be solely responsible for maintaining the permanent greenway Easement.
2. Grantee shall indemnify the Grantor against any loss, damage, liability or expense which the Grantor incurs as a result of the use of the permanent greenway Easement to the extent allowed by law.

Grantee, by its execution of this Agreement, acknowledges its consent to the terms of the Easement as set forth above.

IN WITNESS WHEREOF, the Parties have executed this Easement Deed on the dates shown below.

WATAUGA MEDICAL CENTER, INC.

By: _____
CEO & President

Attest: _____
Secretary

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, certify that _____ personally came before me this day and acknowledged that s/he is the President of Watauga Medical Center, Inc., a North Carolina nonprofit corporation, and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and official stamp or seal, this the ____ day of _____, 201__.

_____
Official Signature of Notary Public

_____
Notary's Printed/Typed Name
My Commission Expires:_____

GRANTEE:

The foregoing instrument is approved, this ____ day of _____, 201__.

Town of Boone

By:_____
Mayor

Attested By: _____(SEAL)
Clerk, Town of Boone

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, _____, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 201__.

_____
Notary Public

_____
Printed Name of Notary Public

My Commission Expires: _____

Exhibit A

A Greenway Trail Easement, located within the town limits of Boone, New River Township, Watauga County, North Carolina. Being more particularly described as follows:

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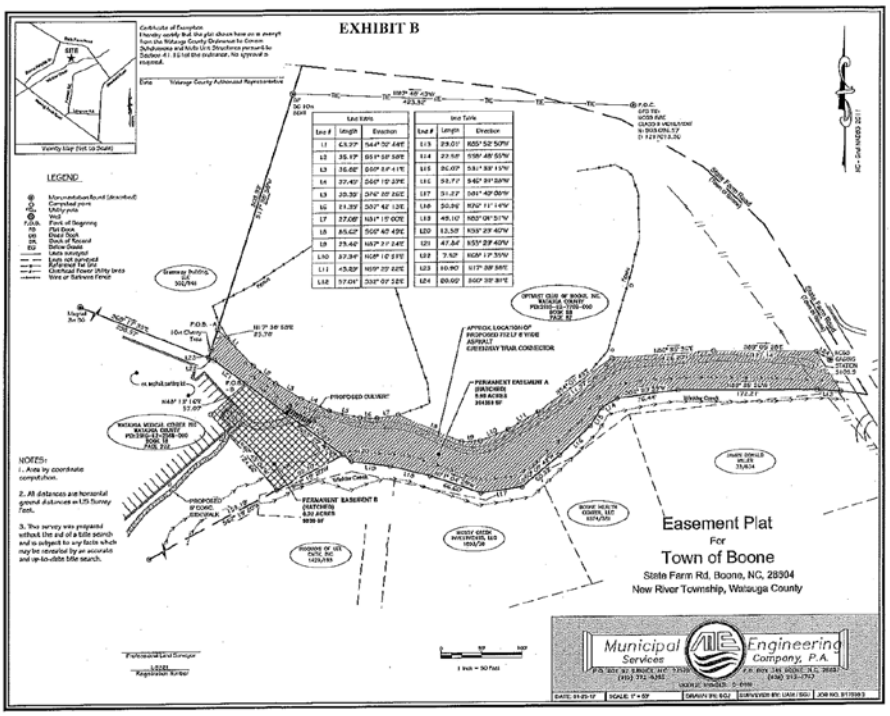
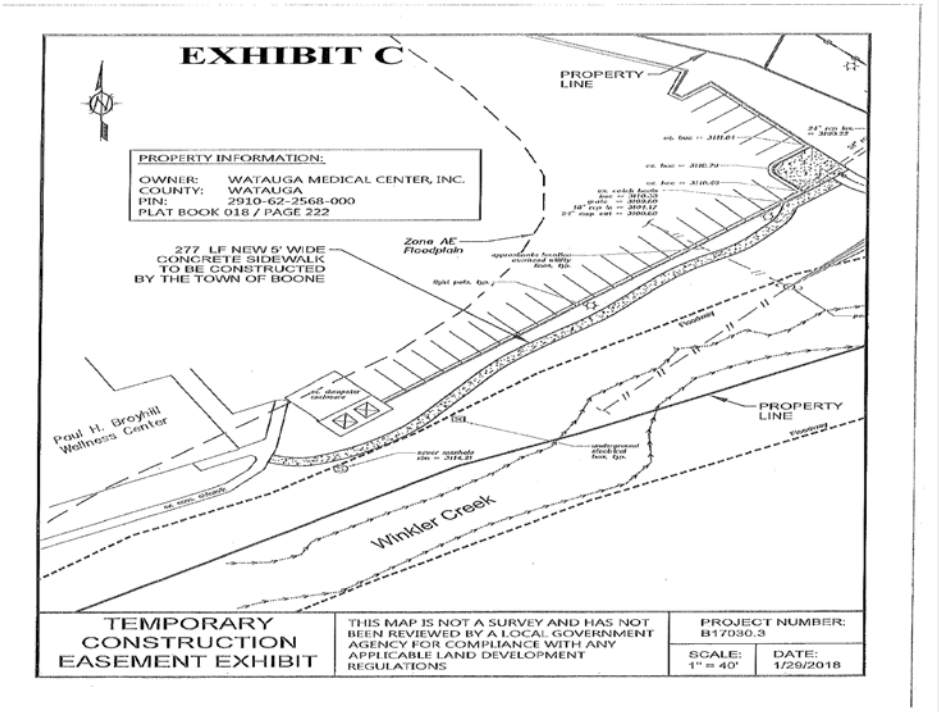


EXHIBIT B
Easement Plat
For
Town of Boone
State Farm Rd, Boone, NC, 28304
New River Township, Watauga County
Municipal Services
Engineering Company, P.A.
LEGEND
NOTES:
1. Area by coordinate computation.
2. All distances are horizontal ground distances on US Survey Feet.
3. This survey was prepared without the aid of a title search and is subject to any facts which may be revealed by an accurate and up-to-date title search.
PROPOSED CULVERT
PERMANENT EASEMENT A
PERMANENT EASEMENT B
APPROX. LOCATION OF PROPOSED 10'-11' 6" WIDE ASPHALT GREENWAY TRAIL CONNECTOR
P.O.B.
P.O.C.
Whitley Creek
Boone Greenway Trail
1 Inch = 50 Feet



Consideration of Approval of 2018 Boone Gran Fondo Special Event Permit and Accompanying Budget Amendment

Town Manager John Ward pointed out that this event, along with one other on the agenda, was a recurring event. Council Member Mason stated that the High Country Cycling Classic would be held in part by the ASU Cycling Team and would be beneficial to the Town since the event is regional. In response to a question raised by Council Member Furgiuele, Mr. Ward noted that all three applicants asked for fees to be waived and that in past practice, Council has waived fees for non-profit applicants. After a motion by Council Member Furgiuele, seconded by Council Member Mason, Council approved the 2018 Boone Gran Fondo Special Event Permit and Accompanying Budget Amendment, the High Country Half Marathon Special Event Permit and Accompanying Budget Amendment and the High Country Cycling Classic Special Event and Accompanying Budget Amendment.

VOTE: Aye: All
Nay: None

Consideration of Approval of High Country Half Marathon Special Event Permit and Accompanying Budget Amendment

VOTE: Aye: All
Nay: None

Consideration of Approval of High Country Cycling Classic Special Event Permit and Accompanying Budget Amendment

VOTE: Aye: All
Nay: None

Appointment to AppalCART Board

Town Manager John Ward explained that at their previous meeting, Council approved two Council representatives to the AppalCART Board and that following the Watauga County Board of Commissioners meeting earlier in the month, staff was informed that Council needed to reconsider and appoint one Council representative since there was currently only one vacancy on the AppalCART Board. After brief discussion, Council Member Furgiuele asked why the County was in charge of the AppalCART Board and asked Town Attorney Allison Meade to research the AppalCART bylaws. He expressed his concern with potential conflicts of Town Council Members serving on boards unless they were specifically appointed to the Council liaison position. Council Member Mason added that since AppalCART was a critical function in Boone and since the Town worked with AppalCART in many different ways, it would be a good idea to clarify the role of a Council Member serving on the board. Mr. Ward suggested Council may wish to appoint a liaison now, since the AppalCART Board had an upcoming meeting. With that, Council Member Clawson made a motion to appoint Council Member Ulmer as Council liaison to the AppalCART Board. With no further nominations, Mayor Brantz asked for a vote.

VOTE: Aye: All
Nay: None

Alternative Transportation Sub-Committee Recommendations – Cruzin' Committee

Council Member Mason stated that there was a lot of discussion at the recent Alternative Transportation Sub-Committee meeting and presented Council with a statement from Chairwoman Jennifer Greene. On behalf of the Cruzin' Committee, Nathan Godwin presented Council with materials in support of skateboarding within the Town. Council Member Furgiuele noted that he could not support skateboarding above all other modes of non-motorized wheel-based transportation and questioned why Watauga County had involvement in the Transportation Committee. Council Member Mason stated that the purpose of the Transportation Committee was for fostering communication and providing

input and that the committee was committee to all sorts of human powered transportation. She added that the committee wished to have additional discussion at the March regular Town Council meeting to increase community input. Council Member Ulmer clarified that skateboarders should not have more rights than bicyclists and that in order to approve skateboarding throughout Town, safety issues must be addressed. Discussion ensued regarding stencils used on streets in Morganton where bike lanes did not exist. Public Works Director Rick Miller suggested that the Transportation Committee would draft language to present to Council at a later date and that significant research would take place as far as safety regulations. Discussion ended with Council Member Furgiuele stating that ordinance language be drafted with the help of the Town Attorney.

Mayor Brantz declared a break at 8:05 p.m. Council reconvened at 8:10 p.m.

Consideration of Town of Boone Energy Proposal

Harvard Ayers presented to Council an energy plan that he hoped could be implemented in the Town of Boone. Mr. Ayers stated that he wished to see solar panels installed at the Bolick property and would like to see electric vehicles utilized in the Town fleet. He continued to add that the proposal had been discussed within the Sustainability, Economic and Environment Committee. Council Member Furgiuele added that he believed the Town should delay the purchase of new passenger vehicles in hopes of acquiring electric vehicles. Council Member Ashcraft asked that staff prepare for Council a recommendation for a life cycle purchasing cost so that we can make procurement decisions accordingly, with Council Member Furgiuele agreeing. Council Member Fugiuele made a motion which was seconded by Council Member Clawson, to endorse the Town of Boone Energy Proposal as presented pending budget deliberations and review by the Sustainability, Economics and Environment Committee. Council Member Ashcraft asked to clarify the motion so as not to put Council on record by stating the Town would be carbon neutral by 2030. Council Member Furgiuele stated that the Town should attempt to allocate funds for solar panels and one electric vehicle this fiscal year if possible.

VOTE: Aye: All
Nay: None

The Boone Clean Energy Project

A Proposal to Transition Town of Boone Energy Use from 100% Fossil Fuels to 100% Clean Renewable Energy in all Energy Sectors by December 31, 2030

Introduction

On December 15, 2016, The Town of Boone (Boone) approved a resolution:

"Let it be resolved by the Boone Town Council that endorses the following: Section 1. The State of North Carolina and the United States shall establish a transition from a fossil-fuel based economy to 100% clean renewable energy for an all energy sectors-based economy, by December 31, 2050, to avoid climate catastrophe, to promote job creation and economic growth, and to protect the Earth for current and future generations from climate catastrophe."

This endorsement for "North Carolina and the United States" establishes this as an aspirational goal. Boone, the first community in our country to so endorse this resolution, thus established Boone as a national leader in the pursuit of clean renewable energy. The next step proposed herein is for Boone to continue this national leadership by becoming one of the first communities to reach this goal on-the-ground by 2030.

The North Carolina Climate Solutions Coalition (NCCSC) completed a study this summer with the help of two Appalachian State University interns, one from the Boone and one from NCCSC. This study established the total energy that the Town used annually including electrical energy and vehicle fuel energy (gasoline and diesel). This number came to 11,500 kWh.

We are proposing herein that Boone produce all energy that it uses by installing solar and perhaps wind energy. By the time all the proposed changes are made to Boone's energy system (including improvements in building energy efficiency and shifting from combustion fuels to electricity for the energy fleet), the amount of energy capacity will be 7-8 MW (megawatts). We are projecting that these changes will be completed by December 31, 2030. This timing is seen by us as a goal.

Current and Future Energy Economy

Currently, Boone is served by two utilities for its electricity needs, BREMCO and New River Light and Power (NRL&P). BREMCO provides 2/3s of that energy and NRL&P, the other 1/3.

BREMCO/Blue Ridge Energies

BREMCO provides energy for Boone's water and sewer treatment needs. Except for limited solar installations, all BREMCO power comes directly from Duke Energy.

Boone pays 2/3s of its current electric bill to BREMCO. This is for sewage treatment and related services. All of BREMCO power comes directly from Duke Energy.

BREMCO is currently reworking their relationship with customers who produce renewable (solar or wind) energy. Currently this arrangement is on a buy-all, sell-all basis (5 cents/kWh) but this will likely change for at least the larger customer/producers to a net-meter arrangement at a rate to be established by the reworking process which is likely to be complete later in 2018. If Boone sells their renewable power (wind or solar) prior to the completion of the reworking process, it will be at the buy-all, sell-all rate. NCCSC has been in touch with Jason Lingle of BREMCO, and he told us recently that Boone could sell as much energy as we make at the 5 cents/kWh rate.

New River Light & Power

NRL&P provides electrical service in the Boone corporate limits NRL&P electrical service is surrounded on all sides by BREMCO electrical service. All of Boone power comes from Duke Energy through BREMCO. I spoke with Ed Miller (NRL&P Manager) recently and he assured me NRL&P would purchase all electrical energy that Boone anticipates producing in 2018 for 5 cents/kWh on a buy-all, sell-all basis, the same as BREMCO.

This will change as of January 1, 2022, when all NRL&P energy will come from NTE, with no further involvement with BREMCO or Duke Energy. Thus the rules and regulations will be those of NTE and not from Duke Energy. Those arrangements are not yet established, but we understand that NTE will be considerably more involved in clean renewable energy, as they plan to make solar energy available to their customers from a 70 MW solar plant in Eastern North Carolina.

3

Major Transitions: Vehicle Fleet and Solar/Wind Energy Development

Energy Efficiency

We put energy efficiency improvements of buildings at the top of this segment in that whatever such improvements are made, the cost is always cheaper than other improvements in energy sources such as solar and wind. This is an area that we will have to do further research into some of the latest improvements in the field. Three sources to check for efficiency

improvements at the approximately 70 Boone buildings include: 1) Paul Braese—facilities leadership at UNCA; 2) Dr. John Sterman—jsterman@mitedu, deep retrofit; 3) Dr. Kristen Johnson, chancellor of the SUNY system, deep retrofit. After this research is complete, we will make the suggested improvements within the budget for this item.

Vehicles

Boone has about 140 vehicles, all of which are combustion vehicles, as they run on gasoline and diesel, both of which emit large amounts of CO2,'a major greenhouse gas, as they are fossil fuels. About 40 plus of these vehicles are police cars and most of the rest are sedans and small pickups. The energy used by these vehicles is almost as large as the electric energy from BREMCO and NRL&P combined. Transitioning to electric vehicles has two big advantages: 1) the efficiency of combustion vehicles (power to the drive wheels) is about 20%, whereas that of electric is about 60%; 2) electric vehicles run on 100% clean renewable energy.

Currently, electric vehicles are more expensive than combustion. But due to the expected popularity of electric vehicles, they are expected to reach parity by 2025. Many countries, especially in Europe, are mandating that all vehicles be electric by 2035 or 2040. Currently, electric vehicles are two-wheel-drive and are small sedans. However both Chevrolet and Ford are expecting to produce the full line of 4WD and sizes of trucks and cars by 2022. Even electric buses are surging in production—in the last few months, Los Angeles ordered 95 electric buses. Boone of course pays a part of our bus service to AppalCART, but could work with them to move in the electric bus direction.

Solar

Significant solar development will occur over the 2018 to 2030 time period. Solar energy is already a mature technology, but one can expect that significant improvements will occur over the 13 years of the Project. Efficiency of solar photovoltaic (PV) collectors are currently in the range of 15 to 20% efficient, meaning that they convert 15-20% of the incoming sunlight to electricity. Already we are seeing collectors on the market with up to 30+% efficiencies in some of the more expensive products and a large improvement is expected soon—well within the 13 years of the Project. The average single collector now produces about 300+ watts/collector so that if you count collectors and divide by three, you reach the kW capacity of a

recently-installed solar array. Very soon this number will be 500 watts/collector so your divider becomes a kW every two collectors. When I bought my first rooftop collectors only six years ago, the number was four collectors for every kW.

Concerning price, over the six years I have owned the collectors on my roof, the price has come down from $3,000/kW to $2,000/kW—this price includes hardware plus installation—a significant reduction. But by 2025, the price is expected to be about $1,000/kW or less. This is, believe me, a huge reduction which will render the costs/kW of any fossil fuel to become untenable. In fact, many utilities such as Duke Energy, which are planning to retain their attachment to coal and natural gas, not even mentioning nuclear which is more expensive than fossil fuels, will be left holding the bag, with what we call stranded assets in these 20th Century technologies in the rapidly changing 21St Century. One of the main reasons for this is that obviously solar does not require the purchase of fuel. The sun is free!!

Project Costs

The proposed Boone Clean Energy Project has a major plus-- it will have 13 years to reach its goal. This is especially helpful in that we will be able to take advantage of trends in both solar energy and electric car development. Solar first: 1) if we priced out, our need to install 7 MW of solar capacity (7,000 kW), counting on the basis of today's cost, $2,000/kW, Boone would pay about $14,000. On the other hand, if we take the 2025 cost of about $1,000/kW, we would pay about $7,000, or perhaps less over the 13 years; 2) With EVs, the savings would also be significant, but a bit harder to calculate given the long time period. Since Boone would project the cost of combustion vehicles as their needs for the future , and since electric vehicles will be equal to those costs by 2025, over the period of the project, electric vehicles will be only a little more than combustion, and fuel costs for electric will be considerably less over the 13 years, thus one could posit no additional cost over all for electric to actually less, dependent on the cost of gasoline and diesel.

Project Scheduling

We have not yet had an opportunity to look at where we will install the Project solar panels. We will be looking at Boone-owned buildings to see how best we can do rooftop, at parking lots for canopies on Boone lots and perhaps other large lots belonging to commercial and ASU and Caldwell Community College locations, and ground properties. Whenever Boone builds new facilities, e.g., on the Bolick property, we should have solar included on rooftops and other related

locations (parking lots canopies, ground locations). The new buildings and parking lots should be designed to maximize solar exposure. Many of the decisions on locating the solar panels will be made the first year or two of the Project.

In terms of scheduling the purchase of electric vehicles, I am only recommending the purchase of one EV this year as selection is limited to say the best. I spoke to a gentleman named Jason Bennett at the NC Vehicle Procurement Program. The only one I would recommend would be the purchase of a Chevrolet Bolt. It is a five-passenger electric-powered sedan and goes about 240 miles per battery charge. It is 2WD, and is not a hybrid. It should, however, be fine for almost all travel within the Town of Boone and distance-limited out-of-town trips. The lack of 4WD should be only a rare problem. I drive the immediate predecessor of the Bolt, the Chevy Volt, and have not over the three years I have had it in Boone been unable to drive locally. This would give Boone a chance to get a feel for an electric car. Incidentally, BREMCO has purchased a Bolt for their Boone office, and everybody wants to drive it. Over subsequent years, as already mentioned, the selection of EVs will expand rapidly and enable us to dedicate more of our five trades a year—another advantage of our 13 year Project. See the attached sheet on Ford's EV plans for example—Chevrolet has a similar EV expansion plan.

Proposed Budget

I am proposing for this first year of the project that we install 100 kW (about 300 total collectors) of solar on rooftops, parking lot canopies, and perhaps in field locations available to the Town. This will be across the whole of Watauga County with an emphasis on Boone itself as we are in this with BREMCO and NRL&P. At the same time as we start installing the solar, we

will conduct some number of studies of building efficiency. We will also purchase a Chevy Bolt this year.

This proposal's recommended budget is $250,000. We realize this is significant portion of Boone's discretionary budget: all budgetary requests are certainly important, but we must realize that if we don't move rapidly on this project to be an example for the state and the nation of movement to stop climate change, all other expenditures may become more or less meaningless—climate change is an existential challenge. Our top Science Advisory Board (of NCCSC) member, Dr. Michael Mann of Penn State, wrote in a recent Time Magazine that if we don't have our climate change act in gear by 2020, we are already in danger of serious consequences. This is happening now—just ask the folks in Houston and Puerto

Rico (storms), California (fires) only to name two Thanks for doing the right thing.

Dr. Harvard G. Ayers, retired Professor Emeritus, ASU
Co-Chairman of NC Climate Solutions Coalition
Boone, NC
828-262-5238

Installation of 100 kW of Solar PV	$220,000
Building Efficiency Improvements	$20,000
Purchase of Chevy Bolt (additional cost)	$10,000
Total	$250,000

Request for Direction Regarding Possible Funding for the Digital Watauga Project

Eric Plaag on behalf of Digital Watauga gave Council a brief history on the project and how the project had been denied funding by many committees, including the Town Outside Agency Funding Review Committee and the Downtown Boone Development Association. Town Manager John Ward noted that the decision was difficult for the OAFRC, but that funding was ultimately allocated to agencies that assisted with food, shelter or medical needs for Town residents. He added that the deciding factor for the DBDA was that the photos obtained by the Digital Watauga project were not solely of the downtown area. Mr. Ward explained that staff had identified a potential funding source for Council's consideration which included over $40,000 in Historic Preservation Commission funds. Mr. Ward added that these funds did not include funds set aside for the Boone Cemetery. He continued to state that these funds were set aside for the downtown survey and that since there was a significant savings, the HPC had additional funds left over. Mayor Brantz stated that the Digital Watauga project was valuable to the community with all Council Members agreeing. Following questions by Mr. Plaag, Mr. Ward suggested that the Historic Preservation Commission make a recommendation to present to Council in support of the Digital Watauga project in a specified amount. Upon a motion by Council Member Furgiuele, seconded by Council Member Clawson, Council moved that the Historic Preservation Commission be authorized with the Watauga County Historical Society on the Digital Watauga project.

VOTE: Aye: All
Nay: None

Council Member Furgiuele made a motion to rearrange the agenda to advance agenda item #18 – Review of Draft Text/Send to Public Hearing. Council Member Mason seconded the motion.

Review of Draft Text/Send to Public Hearing

Council Member Furgiuele began discussion to clarify that a staircase approach could not be taken and that, if applicable, an entire building would have to be moved back. He also asked that historic trees, courtyards, etc. be preserved during the setback process. Council Member Mason inquired whether minimum setback requirements remained, with Town Attorney Allison Meade confirming that minimum setback requirements still applied. Planning Director Jane Shook asked whether Council wished to keep the landspace/greenspace definition in the text with Council Member Furgiuele asking to keep the definition. Council Member Furgiuele made a motion to approve the draft text with the modification and that the text be sent to the March Public Hearing. Council Member Clawson seconded the motion.

Article 15 District Uses

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§ 15.11 MULTI-FAMILY IN MIXED USES.

15.11.02 Multi-family residential uses, either as the result of new construction or conversion, are allowed in the Central Business District (B1) only if the projects in which they are included meet all the following criteria:

A. Each project shall provide primary street level commercial land uses (i.e. retail, office, restaurant) of at least 50% of the square footage of the footprint of each building on the primary street level. For developments located on lots which abut more than one public street in the Central Business District, each additional street level floor shall provide commercial uses of at least 30% of that level's square footage. For purposes of this subsection, the "primary street" shall be determined according to the following order: King Street, Howard Street, Depot Street, all other streets. For example, if a project is located on a lot that abuts both King Street and Howard Street, King Street shall be considered the "primary street" while for a project which abuts Howard Street and Depot Street, Howard Street shall be considered the "primary street" and so on.

B. The entire frontage of the primary street level of the building abutting the street shall provide commercial uses. Required entrances for ingress and egress to secondary uses are permitted along said frontage so long as they are no larger than necessary to meet building code and safety requirements for ingress and egress. Commercial uses on the non-primary street level(s) shall front on the non-primary street.

C. The entire primary street level floor of the building shall be constructed to commercial standards in accordance with North Carolina Building Code Group A, B, E or M.

D. New projects on property which was vacant as of February 1, 2018 shall be at least two floors above the primary street level.

E. Buildings facades shall be oriented to each public street and shall have a primary entrance door facing each abutting public sidewalk.

F. A minimum of 60% of primary public street level facing building facade shall be comprised of transparent, non-reflective windows and 30% of non-primary street level facing building facades shall be comprised of transparent, non-reflective windows.

G. Surface parking shall be located away from each public street to the extent possible, and if practical, to the rear of the principal building.

H. Structured parking is permitted to the rear of the building or below the street level floor.

I. Building facades may be no further than 0'-0" from the established street setback line, except where necessary to provide landscaped courtyards, plazas, pocket parks, other pedestrian oriented amenities, or when there would be interference with public utilities.

J. The minimum building footprint shall be 50% of the total gross square feet of the lot.

K. Pedestrian weather protection such as awnings or canopies are encouraged along the public street but may be placed only in accordance with an encroachment agreement authorized by the Town Council.

15.11.03 Multi-family residential uses, either as the result of new construction or conversion, are allowed in the Neighborhood Business District (B2) only if the projects in which they are included meet all the following criteria:

A. Each project shall provide street level commercial land uses (i.e. retail, office, restaurant) of at least 100% of the street-level floor square footage.

B. Buildings facades shall be oriented to the public street and shall have a primary entrance door facing the public sidewalk.

C. A minimum of 60% of the street facing street level building facade shall be comprised of transparent, non-reflective windows.

D. Surface parking shall be located to the side or most preferably to the rear, and in no case shall parking extend beyond the front building line.

E. Structured parking is permitted but shall be located to the rear or below street level commercial uses.

~~F. Building facades may be no further than 0'-0" from the street right-of-way line, except where necessary to preserve existing significant or historic trees, which shall be preserved, if practical, or to provide landscaped courtyards, landscaped greenspace, plazas, pocket parks, other pedestrian oriented amenities, in which case the maximum setback shall not exceed 20' or when there would be interference with public utilities.~~

F~~G~~. Interior setbacks for all mixed use buildings shall be 10'-0" except where abutting a residential zoning district in which case the interior setback shall equal the required interior setback in the abutting residential district.

G~~H~~. Pedestrian weather protection such as awnings or canopies are encouraged along the public street provided they do not encroach into the roadway, but if they invade the space above a town sidewalk, may be placed only in accordance with an encroachment agreement authorized by the Town Council. Such awnings or canopies count toward the recreation space requirements found in Section 16.05 of this ordinance.

H~~I~~. All development shall comply with the landscape standards set forth in Article 31 except that Type "A" interior landscape buffers may be provided regardless of adjacent land use classifications.

15.11.04 Multi-family residential uses, either as the result of new construction or conversion, are allowed in the General Business District (B3) only if the projects in which they are included meet the following:

A. Multi-family uses wholly or partially on property zoned B3 General Business within the Corridor Districts.

1. Mixed use building(s).

a. Each building shall fully consist of street level commercial uses (i.e. retail, office, and restaurant).

b. A minimum of 60% of the street level building façade facing the corridor shall be comprised of transparent, non-reflective windows.

c. Surface parking shall be located to the side or most preferably to the rear, and in no case shall parking extend beyond the front building line. Structured parking is permitted but shall be located to the rear or in the interior of the building, or under street level commercial uses.

~~d. Building facades may be no further than ten feet from the street right-of-way line, except where necessary to preserve existing significant or historic trees which shall be preserved, if practical, or to provide landscaped courtyards, landscaped greenspace, plazas, pocket parks, other pedestrian oriented amenities, in which case the maximum setback shall not exceed 20 feet or there would be interference with public utilities, or the placement of stormwater facilities and no reasonable alternative to that placement exists.~~

d ~~e~~. Interior setbacks for all mixed use buildings shall be a minimum of ten feet except where abutting a residential zoning district, in which case the interior setback shall at a minimum equal the required interior setback in the abutting residential district.

e ~~f~~. Pedestrian weather protection such as awnings or canopies are encouraged along the public street provided they do not encroach into the roadway, but if they invade the space above a town sidewalk, may be placed only in accordance with an encroachment agreement authorized by the Town Council.

2. Single use building(s).

a. Single use multi-family building(s) are only allowed as part of a mixed use project if approved through the Conditional District B3 General Business rezoning.

b. A mixed use project shall meet the following criteria:

i. Each project shall fully consist of street level commercial uses (i.e. retail, office, and restaurant) of 100% of the street level gross floor area on every building which fronts a corridor protected by the Corridor District. In addition, at least 50% of the total gross floor area of all buildings located within the Corridor District shall fully consist of commercial uses. This requirement may be satisfied if the commercial floor area is distributed among buildings or within one building.

ii. The street level floor of all buildings within the Corridor District shall be built to commercial standards in accordance with North Carolina Building Code Group A, B, E, or M.

iii. A minimum of 60% of the street facing street level building façade of a building which fronts a protected corridor shall be comprised of transparent, non-reflective windows.

iv. Surface parking shall be located to the side or most preferably to the rear, and in no case shall parking extend beyond the front building line.

v. Structured parking is permitted but shall be located to the rear or in the interior of the building, or below the commercial uses.

~~vi. Building facades may be no further than ten feet from the street right-of-way line, except where necessary to preserve existing significant or historic trees, which shall be preserved, if practical, or to provide landscaped courtyards, landscaped greenspace, plazas, pocket parks, other pedestrian oriented amenities, in which case the maximum setback shall not exceed 20 feet or there would be interference with public utilities, or the placement of stormwater facilities and no reasonable alternative to that placement exists.~~

vi ~~i~~. Interior setbacks for all mixed use buildings shall be ten feet except where abutting a residential zoning district in which case the interior setback shall equal the required interior setback in the abutting residential district.

vii ~~i~~. Pedestrian weather protection such as awnings or canopies are encouraged along the public street provided they do not encroach into the roadway, but if they invade the space above a town sidewalk, may be placed only in accordance with an encroachment agreement authorized by the Town Council.

B. Multi-family uses wholly or partially on property zoned B3 General Business outside the Corridor District but proximate to major streets.

1. For the purposes of this section "major street" refers to collector and arterial streets.

2. "Proximate" shall mean any building wholly or partially within 200 feet of the centerline of a major street.

3. Mixed use building(s).

a. Mixed use building(s) shall meet the same requirements as described in Subsection 15.11.04(A)(1).

4. Single use building(s).

a. Single use multi-family building(s) are only allowed as part of a mixed use project.

b. A mixed use project shall meet the following criteria:

i. Each project shall consist of street level commercial uses (i.e. retail, office, and restaurant) of 100% of the street level gross floor area on every building which fronts a major street. In addition, at least 25% of the total gross floor area of all buildings wholly or partially located within 200 feet of the centerline of a major street shall consist of commercial uses. This requirement may be satisfied if the commercial floor area is distributed among buildings or within one building.

ii. For any floor containing a commercial use the entire floor shall be built to commercial standards in accordance with North Carolina Building Code Group A, B, E, or M.

iii. A minimum of 60% of the major street facing street level façade of a building containing commercial use(s) shall be comprised of transparent, non-reflective windows.

iv. Surface parking shall be located to the side or most preferably to the rear, and in no case shall parking extend beyond the front building line.

v. Structured parking is permitted but shall be located to the rear or in the interior of the building, or below the commercial uses.

~~vi. Building facades fronting the major street may be no further than ten feet from the street right-of-way line, except where necessary to preserve existing significant or historic trees, which shall be preserved, if practical, or to provide landscaped courtyards, landscaped greenspace, plazas, pocket parks, other pedestrian oriented amenities, in which case the maximum setback shall not exceed 20 feet or there would be interference with public utilities, or the placement of stormwater facilities and no reasonable alternative to that placement exists.~~

vi~~i~~. Interior setbacks shall be ten feet except where abutting a residential zoning district in which case the interior setback shall equal the required interior setback in the abutting residential district.

vii~~i~~

. Pedestrian weather protection such as awnings or canopies are encouraged along the public street provided they do not encroach into the roadway, but if they invade the space above a town sidewalk, may be placed only in accordance with an encroachment agreement authorized by the Town Council.

C. Multi-family uses wholly or partially on property zoned B3 General Business in all other areas.

1. Multi-family uses not part of a mixed use development may be allowed if an applicant demonstrates that within one-fourth of a mile (1,320 feet) of the borders of the lot that is to be developed there exists commercial uses with gross floor area square footage equal to the gross floor area square footage of the proposed multi-family project. If this standard cannot be met then the proposed project must meet the requirements in Subsection 15.11.04(B) above.

D. Recreation space shall be provided for multi-family developments in the B-3 district as provided at Section 15.10.03(F).

(Ord. passed 12-16-2013; Ord. passed --)

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Article 16 District Standards

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16.01 SCHEDULE OF LAND USE INTENSITY REGUALTIONS

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16.01.02 INTENSITY TABLE

Zoning District	Minimum Gross Land Area	Minimum Lot Width	Minimum Street Frontage	Minimum Livablity Space* Ration (LSR)	Minimum Setback	
					Street	Interior
Residential Zoning Districts						
RA no public water & sewer available	20,000 sq. ft.	100 ft.	80 ft.	.65	20 ft.	18 ft.
RA public water available	15,000 sq. ft.	80 ft.	64 ft.	.65	20 ft.	18 ft.
RA Public water and sewer available	10,000 sq. ft.	65 ft.	52 ft.	.65	20 ft.	14 ft.
R1	8,000 sq. ft.	70 ft.	56 ft.	.53	20 ft.	14 ft.
R1A	8,000 sq. ft.	70 ft.	56 ft.	.53	20 ft.	14 ft.
RR	6,000 sq. ft.	70 ft.	56 ft.	.48	20 ft.	13 ft.
R2	6,000 sq. ft.	70 ft.	56 ft.	.48	20 ft.	13 ft.
R4	6,000 sq. ft.	70 ft.	56 ft.	.48	20 ft.	13 ft.
R3	5,000 sq. ft.	80 ft.	64 ft.	.40	20 ft.	13 ft.
MH	87,120 sq. ft.	None	56 ft.	.51	20 ft.	20 ft.
Commercial/Industrial Zoning Districts						
OI	10,000 sq. ft.	100 ft.	80 ft.	.27	20 ft.	17 ft.
B1	5,000 sq. ft.	15 ft.	12 ft.	None	Refer to Section 16.06.02	Refer to Section 16.06.04
B2	5,000 sq. ft.	50 ft.	40 ft.	.27	20 ft.	17 ft.
B3	5,000 sq. ft.	50 ft.	40 ft.	.27	20 ft.	17 ft.
M1	17,000 sq. ft.	80 ft.	64 ft.	.3	20 ft.	22 ft.
Educational Zoning Districts						
U1	None	None	None	.27	Refer to Section 16.06.09	Refer to Section 16.06.08
E1	5,000 sq. ft.	50 ft.	40 ft.	.27	20 ft.	17 ft.
E2	5,000 sq. ft.	50 ft.	40 ft.	.27	20 ft.	17 ft.

E3	5,000 sq. ft.	50 ft.	40 ft.	.27	20 ft.	17 ft.

** LSR is a ratio where the numerator is the square footage of Livability Space and the denominator is the square footage of the entire parcel.*

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§ 16.06 BUILDING SETBACK REQUIREMENTS.

16.06.01 Subject to Sections 16.07 and 16.11 and the other provisions of this section, no portion of any building may be located on any lot closer to any lot line or to the street right-of-way line or centerline than is authorized in the Intensity Table.

A. If the street right-of-way line is readily determinable (by reference to a recorded map, set irons, or other means), the setback shall be measured from such right-of-way line. If the right-of-way line is not so determinable, the setback shall be measured from the street centerline. Whenever a lot fronts a street with a right-of-way of 30 feet or less, the setback shall be measured from a line running parallel to the centerline at a distance of 15 feet from the centerline.

B. As used in this section, the term "lot boundary line" refers to lot boundaries other than those that abut streets.

C. As used in this section, the term "building" includes any substantial structure which by nature of its size, scale, dimensions, bulk, or use tends to constitute a visual obstruction or generate activity similar to that usually associated with a building. Without limiting the generality of the foregoing, the following structures shall be deemed to fall within this description:

1. Gas pumps and overhead canopies or roofs.
2. Fences running along lot boundary adjacent to public street rights-of-way if such fences exceed nine feet in height and are substantially opaque.
3. Retaining walls which exceed four feet in height.

D. Flagpoles, bridges, transmission poles, cables, heat pumps, generators, air condition units and pad mounted transformers shall be exempt from building setback requirements, however, walk in coolers and refrigeration units must meet the requirements for accessory buildings.

16.06.02 In the B1 district, existing development may rebuild to existing building footprint lines, but cannot rebuild any closer to a street than the established existing building setback line as noted on the Official Existing Building Line Maps recorded with the Watauga County Registry in Deed Book 239, Pages 132-138. Structures existing prior to February 25, 1993 that do not meet the required setbacks shall not be considered to have nonconforming features.

16.06.03 In the B1 district, the minimum street setback distance shall not apply to a projecting theater marquee, canopy or roof overhang supports as long as such supports do not go beyond the edge of the sidewalk. This exemption shall not obviate the need for an encroachment agreement.

16.06.04 The interior setback for the B1 zoning district is zero feet, unless the lot abuts a district other than a U1 zoning district, in which case the lot boundary setback shall be 15 feet.

16.06.05 In the B2 and B3 zoning districts, sideline to sideline construction may be permitted on one or more lots of at least 100 feet road frontage upon issuance of a special use permit in accordance with the provisions of Article 6 and subject to the following conditions:

A. The building must be constructed in accordance with the regulations for the primary fire district as contained in the North Carolina State Building Code.

B. There shall be a deeded street or right-of-way, built to town standards, at both the front and the rear of the property.

C. Loading, unloading and refuse disposal access shall be from the street at the rear of the property.

D. Loading and parking shall be in compliance with Article 24 of this ordinance.

16.06.06 Whenever a lot in a nonresidential district has a common boundary line with a lot in a residential district, and the property line setback requirement applicable to the residential lot is greater than that applicable to the nonresidential lot, then the lot in the nonresidential district shall be required to observe the property line setback requirement applicable to the adjoining residential lot.

16.06.07 Setback distances shall be measured from the property line or street right-of-way line to a point on the lot that is directly below the nearest extension of any part of the building that is substantially a part of the building itself and not a mere appendage to it (such as a flagpole, and the like).

16.06.08 In the U1 district, the minimum street setback of ten feet shall apply only when development is proposed adjacent to town maintained streets.

16.06.09 In the U1 district, the minimum interior setback shall be increased to 14 feet only when development is proposed adjacent to R1 zoned property. Additional setback provisions in Section 16.06.05 do not apply in the U1 district. The minimum interior setback is zero feet only when development is proposed adjacent to B1 zoned property.

(Ord. passed 12-16-2013; Ord. passed --; Ord. passed --)

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§ 16.08 BUILDING HEIGHT LIMITATIONS.

16.08.01 For the purposes of this section:

A. The height of a building shall be the vertical distance measured from the average elevation of the finished grade at the primary facade of the building to the highest point of the building.

B. "Stories" as used herein refers to the number of heated, habitable floors above grade at the primary facade. Where both stories and heights are listed in the table below at Section 16.08.02, the building can have no more than the listed number of stories, and also may not exceed the specified height in feet.

16.08.02 Subject to the remaining provisions of this section, building height limitations in the various zoning districts shall be as follows:

Zone	Height Limitation
R1, R1A, RR, R2, R4, RA	3 stories
R3	3 stories
MH	35 feet
OI	4 stories/67 feet
B1	On King St. from Water to College and on Depot Street from King to Howard: 3 stories/45 feet; elsewhere: 4 stories/55 feet (See Subsection 16.08.04 for more detail)
B2	3 stories/40 feet
B3, E1, E2, E3	3 stories/45 feet (primary) - 5 stories/67 feet (secondary)
U1	Refer to Subsection 16.08.09
M1	67 feet

16.08.03 In the B2, B3, E1, E2, and E3 districts the height limitation may range between the primary height limitation in the table to the secondary height (which is the maximum for the district), subject to the provision that for each foot the height of the structure exceeds the primary height limitation, the boundary lot setback applicable to the entire structure shall increase by one foot. In no case shall the height of a structure exceed the secondary height limitation established in the table.

16.08.04 Height in the B1 Central Business District

A. In the B1 district the maximum building height shall be limited to 45 feet, as measured from the average elevation of the existing or proposed sidewalk along the primary street at the middle of the building elevation facing the street to the highest point of the building or structure. Where a property has street frontages on opposite sides the applicable height limitation shall apply for each side and the building height limitation for each side shall terminate at the midpoint of the building. Where a property does not border a primary street on any side, the maximum height shall be measured from the average finished ground elevation of the finished building. For the purpose of this section, the following are considered primary streets: King Street, Queen Street, Howard Street, Rivers Street, Water Street, Depot Street, Appalachian Street, Grand Boulevard, Poplar Grove Road, Straight Street, Bent Street, Orchard Street, and Wallace Circle.

B. An existing building may not be demolished and replaced with a building of greater height unless approved under the Conditional District Zoning Map Amendment set forth in Article 9 herein.

C. The height of existing buildings may not be increased unless approved under the Conditional District Zoning Map Amendment process set forth in Article 9 herein.

i. Addition or modification of the features exempted in Subsection 16.08.08 do not trigger the requirement for the Conditional District Zoning Map Amendment process.

16.08.05 In all nonresidential zones and the R3 zone, all structures located within 100 feet of an R1 zoned property shall not exceed 40 feet in height.

16.08.06 Where a multi-unit or nonresidential structure has a height in excess of 20 feet and adjoins a low density residential district, the structure shall meet an additional setback of one and one-half feet for each foot in height above 20 feet.

16.08.07 If a structure is located at an elevation of 3,000 feet above mean sea level and 500 feet above the valley floor, in no case shall the height of such structure exceed 40 feet above the mean natural grade.

16.08.08 The following features are not included in calculating the height of a structure for the purposes of applying the district height limitations set forth in Subsection 16.08.02, except that on a corner lot in any residential district no planting, structures, fence, wall or obstruction to vision more than three feet in height measured from the street center line shall be placed or maintained within the triangular area formed by the intersection street lines and a straight line connecting points on said street lines each if which is 25 feet from the point of intersection.

A. Chimneys, accessory radio or television antennas, flagpoles, monuments or solar collectors provided that such features do not exceed 15% of the maximum height requirements.

B. Church spires, belfries, cupolas, domes, smokestacks, windmills, or observation towers, provided such structures do not exceed in height the horizontal distance from the structure to the nearest property line.

C. Utility transmission poles and cables.

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D. Parapets, ~~E~~elevator or other mechanical equipment and mechanical penthouses; provided, however, that such features must be screened from adjacent street view by parapets and set-back from roof edges.

E. Limited structures to enable recreational use of open rooftops; provided, however, that such features must be screened from view by parapets and set-back from roof edges and may be no more than one-third the area of the entire roof. As used in this provision, "structures" do not include areas that are simply decking to be used for standing or sitting.

16.08.09 In the U1 district, building heights for structures internal to the main campus shall be generally limited only by the town's firefighting capability except for those structures located immediately adjacent to property in a non-University district. In this instance:

A. All buildings proposed within 100 feet of an R1, R1A, RR, R2, R4, or RA zoned property shall be limited to a maximum height of 40 feet.

B. All buildings proposed within 50 feet of an R3, OI, B1, B2, or B3 zoned property shall be limited to the maximum height allowed in the adjoining district. Additional height restrictions in Subsections 16.08.04 and 16.08.05 shall not apply in the U1 district.

(Ord. passed 12-16-2013; Ord. passed --; Ord. passed --)

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Article 34 Definitions

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~~**LANDSCAPED GREENSPACE.** A pedestrian oriented urban open space which includes manicured landscaping and other pedestrian oriented amenities (such as benches) which is at or near the same grade as the sidewalk or the street and is easily accessible to pedestrians.~~

PARAPET. A low wall at the top of the facade of a building.

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VOTE: Aye: All
Nay: None

Request to Schedule Special Meeting for Rate and Fee Presentation by Raftelis Financial Consultants

Upon a motion by Council Member Clawson, seconded by Council Member Ashcraft, Council moved to schedule a presentation by Raftelis Financial Consultants on February 28, 2018 at 5:30 p.m. at Town Council Chambers.

VOTE: Aye: All
Nay: None

Schedule State of Law Enforcement in Boone Special Meeting/Public Forum

Council Member Furgiuele stated that the scheduling of the Police Department forum was pressing and made a motion that agenda be amended to move this item up. Council Member Ashcraft seconded the motion.

Council Member Furgiuele presented his request to hold a special meeting/public forum with the Police Department. He stated that he would like for this meeting to be held on an annual basis so that the department can let the public know what they've been doing and that it would be good for the public to hear about the department's community involvement. Council Member Ashcraft stated that while he respected Council Member Furgiuele's request, he did feel like it was too broad in scope and too detailed and suggested that it could be handled with correspondence with staff. Council Member Furgiuele explained that he wanted to give the Police Department a chance to brag on themselves and their accomplishments and added that people in the community are asking questions. Council Member Furgiuele continued to say that he wanted the answers to the public's questions to come directly from the department in an open setting. He added that the session should take place in the evening on a day when ASU is in session. Discussion of which venue to use ensued with Council Member Furgiuele making a motion to hold a special meeting on April 26, 2018 at 6:00 p.m. at Town Council Chambers to allow for the Police Department to address questions from Council as well as the public and that Police Chief Dana Crawford, Captain Andy LeBeau or Town Manager John Ward be able to prioritize questions as needed. At the request of Council Member Ashcraft, Council Member Furgiuele added that the presentation by the Police Department should last for approximately 2.5 hours, plus open-ended time for questions. Council Member Clawson seconded this motion.

VOTE: Aye: All
Nay: None

Town Manager Update

Town Manager John Ward stated that items tabled at tonight's meeting would be placed on the March agenda as priorities. Council Member Furiguele suggested that an amendment to the Town Code be made to allow for old business to have priority over new business on the agenda. Mayor Brantz asked that Members reconsider the use of the Consent Agenda, with Council Member Furgiuele adding that he was not opposed to the Consent Agenda as long as items placed in this section were correct and complete. Mr. Ward gave project updates on Glendale sewer upgrades and gave notice to the public on construction which will take place beginning in March 2018 at the public space next to Town Hall for the Veteran's Memorial. He added that completion was expected in early June.

Scheduling of Joint Meeting with CAC, HPC and Town Council to Discuss Revised Downtown Design Boundary Map

Upon a motion by Council Member Furgiuele, seconded by Council Member Clawson, Council moved to schedule a joint meeting with the Community Appearance Commission, Historic Preservation Commission and Town Council to discuss the revised Downtown Design Boundary Map on March 20, 2018 at 6:00 p.m.at Town Council Chambers.

VOTE: Aye: All
Nay: None

Scheduling of Bike and Pedestrian Plan Stakeholders Meeting

Upon a motion by Council Member Clawson, seconded by Council Member Mason, Council moved to schedule the Bike and Pedestrian Plan Stake Holders meeting for April 18, 2018 at 12:00 p.m. at Town Council Chambers with the community bike ride taking place directly before the meeting.

VOTE: Aye: All
Nay: None

Upon a motion by Council Member Clawson, seconded by Council Member Mason, Council moved to enter into closed session at 9:48 p.m. :

Pursuant to N.C. Gen. Stat. §143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council and obtain legal advice, consider and/or give instructions to the attorney concerning the claim involving the Town of Boone and Damon Mallatere;

Pursuant to N.C. Gen. Stat. §143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council and obtain legal advice, consider and/or give instructions to the attorney concerning the claim involving the Town of Boone and LMSP, LLC; and

Pursuant to N.C. Gen. Stat. §143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council and obtain legal advice, consider and/or give instructions to the attorney concerning potential legal claims.

Exiting Closed Session

Upon a motion by Council Member Mason, seconded by Council Member Ulmer, Council moved to exit closed session at 10:47 p.m.

Exiting Regular Session

Upon a motion by Council Member Mason, seconded by Council Member Clawson, Council moved to exit regular session at 10:50 p.m.