

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
March 9, 2022**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order virtually at 9:02 a.m. on Wednesday, March 9, 2022. Mayor Tim Futrelle presided. Council members present included Mayor Pro-Tem Edie Tugman, Becca Nenow, Todd Carter, Dalton George, and Virginia Roseman. Staff present included Town Manager John Ward, Town Clerk Nicole Harmon, Planning Director Jane Shook, Fire Chief Jimmy Isaacs, Public Works Director Rick Miller, Human Resources Director Dale Presnell, Public Works Deputy Director Todd Moody, Planning and Inspections Deputy Director Stacey Miller, Communications Specialist Laney Pilkington, Sustainability and Special Projects Manager George Santucci, Public Works Deputy Director Josh Eller, Cultural Resources Director Mark Freed, Police Chief Andy Le Beau, Finance Director Amy Davis, and Long Term Planner Jessica Mitchell. Town Attorney Allison Meade was also in attendance.

MOMENT OF SILENCE

ANNOUNCEMENTS

Mayor Futrelle stated that Council members and staff would miss Mr. Ward tremendously upon his departure for a new position in Walton County, Georgia. Mr. Ward thanked everyone for their support, and stated that he had complete confidence in staff for a smooth transition.

TENTATIVE AGENDA ADOPTION

Mr. George proposed that a resolution of appreciation for Mr. Ward be added to the Consent Agenda. Mr. Carter made a motion, which was seconded by Mayor Pro-Tem Tugman, to approve the agenda as amended. The motion carried unanimously.

PUBLIC COMMENT

Keith Martin of the Appalachian Theatre spoke in favor of a text amendment to allow the theatre to change the text on its marquee more frequently than once per hour. He indicated that others in the area such as the ASU Convocation center changed theirs as often as every 5-8 seconds.

Dr. Eric Plaag of Boone spoke in favor of a text amendment to allow digital sign text to be changed more frequently than once per hour.

It was the consensus of Council to send this matter to staff to put forward language, then to the Historic Preservation Commission for its consideration.

REQUESTED APPEARANCES

LARRY WARREN, TAX ADMINISTRATOR & RYAN VINCENT, VINCENT VALUATIONS

Larry Warren, Watauga County Tax Administrator, and Ryan Vincent of Vincent Valuations gave a presentation of the upcoming Watauga County tax revaluations. A complete copy of the presentation may be viewed online at <http://boonenc.iqm2.com/Citizens/Default.aspx>.

MONICA CARUSO - WATAUGA COUNTY PUBLIC LIBRARY

Monica Caruso with the Watauga County Public Library presented the annual report. A complete copy of the presentation may be viewed at <http://boonenc.iqm2.com/Citizens/Default.aspx>.

ANDY HILL - MOUNTAINTRUE

Andy Hill with MountainTrue and Watauga Riverkeeper gave a presentation regarding the status of the Trash Trout passive litter collection device. A complete copy of the presentation can be found online at <http://boonenc.iqm2.com/Citizens/Default.aspx>. Following discussion regarding plastic bags and styrofoam in

the area's streams, Ms. Meade offered to bring back her previous research regarding a potential local plastic bag ban.

ADOPTION OF ITEMS ON THE CONSENT AGENDA

Upon a motion by Ms. Roseman, seconded by Mr. George, Council voted unanimously to adopt the following items on the Consent Agenda:

1. Resolution of Appreciation – J. Ward
2. Arbor Day Proclamation
3. Women’s History Month Proclamation
4. Budget Amendments
5. WithersRavenel Proposal
6. Award of Bid – Contracted Services for Mowing
7. Lease – Bonnie Jean Brown (Public Works Parking)
8. Agreement – Kingswood Condominium Association

SERVICE APPRECIATION RESOLUTION

WHEREAS, John Ward has served this community dutifully as Town Manager of Boone for over 8 years; and,

WHEREAS, these years of service have been marked by the accomplishment of historical feats, successful implementation of numerous projects, and even-keeled leadership; and,

WHEREAS, the Town has benefited greatly because of his particular work, including but not limited to overseeing the Boone Water Intake and Water Treatment Plant Upgrade, which was the largest project in Boone's history, aiding Boone in reaching historical sustainable practices, and leading the community on countless projects; and,

WHEREAS, through the performance of his duties and responsibilities as Town Manager, he has made excellent and constructive contributions to municipal government in our Town; and,

WHEREAS, he has earned the admiration and high regard of those with whom he has come into contact and the affection of his fellow public servants and employees, who are proud to call him “friend”;

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Boone does hereby express our sincere appreciation and thanks, as well as that of our citizens, to John Ward for his distinguished service to the community.

BE IT FURTHER RESOLVED that a copy of this resolution shall be given to John Ward with sincere best wishes for continued success and many happy years ahead.

Adopted by unanimous vote of the Town Council on the 9th day of March, 2022.

Tim Futrelle, Mayor

ATTEST:

_____(SEAL)
Nicole Harmon, Town Clerk

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, the Town of Boone was named a 2021 Tree City USA by the Arbor Day Foundation in honor of its commitment to effective urban forest management; and

NOW THEREFORE, LET IT BE RESOLVED, I, Mr. Tim Futrelle, Mayor of the Town of Boone, do hereby proclaim April, 1, 2022 **ARBOR DAY** in the Town of Boone, and I urge all citizens to support efforts to care for our trees and woodlands and to support our Town's Community Forestry Program, and further, I urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations.

Recognition as a 2022 Tree City USA is a reflection of The Town of Boone's commitment to the environment and an effective urban forest management. We realize that trees provide numerous environmental, social and economic benefits and that trees are one piece of community infrastructure that actually increases in value over time

This the 9th day of March, 2022.

ATTEST:

Tim Futrelle, Mayor

Nicole Harmon, Town Clerk

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WOMEN'S HISTORY MONTH PROCLAMATION

WHEREAS, March is designated nationally as Women's History Month, an annual commemoration acknowledging that women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS women have played and continue to play critical economic, cultural, and social role in every sphere of American life of by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS women have played a unique role throughout the American history by providing the majority of the volunteer labor force of our Nation; and

WHEREAS women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS women have served our country courageously in the American military; and

WHEREAS women have played important roles as dynamic and impactful citizens in Boone as religious leaders, educators, business owners, health care professionals, administrators, artists, and engaged citizens; and

WHEREAS women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS despite these contributions, the role of women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and

WHEREAS 2022's Women's History Month coincides with the Town of Boone's sesquicentennial celebration, which is an opportunity for Boone's citizens to educate themselves on the history of Boone and the legacy of leadership by women, including Honorable former Mayors Velma Burnley and Loretta Clawson, many former council members, current council members Virginia Roseman and Becca Nenow and Mayor Pro-Tem Edie Tugman:

NOW, THEREFORE be it resolved that, I, Tim Futrelle, Mayor the Town of Boone, North Carolina, do hereby proclaim March 2022 as Women's History Month in the Town of Boone and ask that all citizens commit to its observance.

This the 9th day of March, 2022.

ATTEST:

Mayor Tim Futrelle

Town Clerk Nicole Harmon

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1. Fire Department – Expendable Equipment \$13,186 - Misc. Revenue (13,186)
Reimbursement for ASU events
 2. Public Works – Meter Supplies \$200,000 – Appropriated Fund Balance (200,000)
Meter monies needed for unanticipated big projects
 3. Police Department – Narcotics Fund \$59,700 – Capital Outlay: Hybrid 2022 Toyota Highlander (44,870)
Canine Unit: Equipment to up-fit the above-mentioned vehicle for a police canine and other police equipment (7,650)
Dues and Subscriptions: 2 cameras of sufficient quality to capture vehicle license plates to assist in crime prevention and to assist our efforts in solving crime (5,700)
This transfer is being requested from the Narcotics Appropriated Fund Balance as this is funding that may be used for this purpose and to ease the burden on the Town.
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BONNIE JEAN BROWN - TOWN OF BOONE LEASE**LEASE AGREEMENT**

STATE OF NORTH CAROLINA
WATAUGA COUNTY

This Lease Agreement, made and entered into this 1st day of April 2022, by and between Bonnie Jean Brown, of Jackson County, Missouri, party of the first part, hereinafter call Lessor, and Town of Boone, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part, hereinafter call Lessee;

WITNESSETH:

That for and in consideration of the rents hereinafter reserved, the covenants, stipulations, and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby hire and rent from the Lessor, the following described property, lying and being in Boone Township, Watauga County, North Carolina: Being a 1.004-acre tract of land lying on the north side of Tracy Circle and being a portion of the Council Grove Subdivision.

For a term of three (3) years beginning on the 1st day of April 2022 and ending on the last day of March 2025. The increase of the annual rent will be changed to an additional \$250.00 per year.

The terms of this lease: Rental shall be as follows:

From April 1, 2022 to March 31, 2023 the sum of \$11,000.00
From April 1, 2023 to March 31, 2024 the sum of \$11,250.00
From April 1, 2024 to March 31, 2025 the sum of \$11,500.00

The Lessee covenants with the Lessor, her heirs, executors, administrators, and assigns, as follows:

1. The Lessee shall pay a cash rental for said property as follows: said rent is to be due and payable on the 1st day of April of each year and during the term of this lease.
2. That Lessee shall have the right to assign or sublease the premises.
3. The Lessee shall hold Lessor harmless from any and all claims or causes of action arising out of the Lessee's or their assigns use of the lease premises.
4. That if the Lessee shall default in the payment of rent or in the performance of any of the conditions of this lease, the Lessor shall give the Lessee written notice of such default, and if Lessee does not cure said default within ten (10) days after the giving of such notice, the Lessor may terminate this lease without further notice.
5. Either party may terminate this lease effective as of the next yearly anniversary date (April 1) by providing at least ninety (90) days prior written notice of termination. If the lease is terminated pursuant to this provision, neither party shall have any obligation to the other following the termination date. Following its vacation of the

premises, should Lessee leave any property on the premises, it shall be deemed abandoned, and Lessor shall have the right to dispose of the property as it sees fit, at the expense of the Lessee.

This lease shall be governed and constructed in accordance with the laws of the State of North Carolina.

That the Lessee shall use said premises well and will keep the same in a good condition at all times and will never use the same for illegal purposes, and the Lessee shall return said premises to the Lessor, her heirs, executors, administrators, and assigns, at the expiration of said lease in as good a condition as when the Lessee received the same, reasonable wear and tear excepted.

That said Lessee shall have the exclusive use and occupancy of said premises so long as the Lessee complies with the terms of this lease, or until the same shall be terminated by mutual agreement between the parties.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and affixed their seals, the day and year first above written.

LESSOR: Bonnie Jean Brown
Bonnie Jean Brown

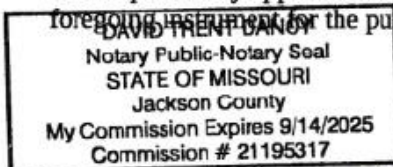
LESSEE: _____
Mayor Tim Futrelle

ATTEST: _____
Town Clerk

STATE OF MISSOURI

COUNTY OF Jackson

I, David T. Dancy, Notary Public, do hereby certify that Bonnie Jean Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.



David T. Dancy
NOTARY PUBLIC

My Commission expires: 9/14/25

STATE OF NORTH CAROLINA
WATAUGA COUNTY

I, _____, Notary Public, do hereby certify that Nicole Harmon personally appeared before me this day and acknowledged that she is the Clerk of the Town of Boone, a body politic, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its Clerk.

(SEAL)

Witness my hand and official seal, this the ____ day of _____ 2022.

Notary Public

My commission expires: _____

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STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

PARKING LICENSE

THIS PARKING LICENSE is made as of ____ day of _____, 20__ by and between Town of Boone, a North Carolina Municipal Corporation, as Licensor (hereinafter referred to as "Town") and Kingswood Condominium Association, Inc., as Licensee (hereinafter referred to as "Kingswood") collectively referred to as the "parties." Town reserves all rights not specifically granted hereunder.

1. **Parking Areas Provided:** For the term of this License, Town shall make available to Kingswood, and Kingswood shall have the right to use, twenty-four parking spaces (hereafter, the "premises") in Town's parking lot behind the "Brown Building," Town's Public Works building located at 321 East King Street, Boone, North Carolina, to wit: that certain parking lot (hereafter the "Brown Lot") leased by Town from Bonnie Jean Brown pursuant to a certain lease agreement dated April 1, 2022, and ending March 31, 2025 (hereafter, the "Brown Lease"), the Brown Lot being a 1.004-acre tract of land, more or less, lying on the north side of Tracy Circle and being a portion of the Council Grove Subdivision. Town is free to designate any of the spaces it chooses within the Brown Lot for Kingswood use.
2. **Term:** The term of this License shall be for the period commencing April 1, 2022, and extending through March 31, 2025; *provided, however,* that upon giving 30 days written notice, the Town shall have the right to terminate this license (i) at the end of each payment period noted at section (3) below, or (ii) upon the termination of the Brown Lease should that occur prior to expiration of the term of this License. Licensee understands and acknowledges that the Brown Lease is terminable as of March 30 of each of the next three years.
3. **License Payment:** License payments shall be payable in advance on an annual basis, and subject to an increase of \$150 per year, as follows:
 - a. For April 1, 2022 through March 31, 2023: the sum of \$5,750
 - b. For April 1, 2023 through March 31, 2024: the sum of \$5,900
 - c. For April 1, 2024 through March 31, 2025: the sum of \$6,050

Kingswood's failure to timely pay the license payment prior to the first day of each one-year period shall constitute a forfeiture of this License. Should the License be terminated prior to the end of the License term per paragraph 2 above, Licensee shall be entitled to refund of a prorated portion of the license payment made, based upon application of a factor with the number of days of licensed use during the term as the numerator and the total number of days of the license period as the denominator, multiplied by the amount of the full payment made for the period.

4. **Repairs and Maintenance:** Kingswood shall be responsible for all damages to the premises

which result from the activities of its invitees or licensees. Kingswood will undertake no repairs to the premises without first notifying Town in writing, at least ten days in advance, of its intention to undertake or make such repairs and will undertake no repairs without approval of Town Manager. Any approved repairs made to the premises by Kingswood shall be done in a workmanlike manner. In making any repairs, Kingswood shall comply with all ordinances of Town of Boone and Watauga County, and any relevant federal and state laws. Town shall be entitled, at its sole option and whether or not requested to do so by Kingswood, to make any repairs to the premises and conduct any maintenance to the premises as it deems necessary or expedient.

5. **Alterations:** Kingswood shall make no alterations to the premises.
6. **Assignments, Subleases and Licenses:** Kingswood shall not assign its rights to this License to another party without the prior written consent of Town. The parking spaces provided herein may only be used by Kingswood, its licensees and invitees.
7. **Town's Right to Enter and Use Premises:** Town reserves the right and may enter the premises at any time for any purpose, including inspecting the premises, making such repairs as it, in its sole discretion, desire to make, maintaining the premises, removing snow from the premises, keeping the premises secure, and for any other purpose Town may have in carrying out its responsibilities under the Brown lease or may otherwise deem necessary.
8. **Indemnity by Kingswood:** Kingswood shall defend, indemnify, and hold harmless Town 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, associated with any act or omission by Kingswood, its agents, employees, licensees or invitees, or associated with Kingswood's, or its licensees or invitees use of the premises. In the event that Town is made a party to any litigation brought against Kingswood related to Kingswood's use or occupancy of the premises, Kingswood shall defend, protect and hold Town harmless from any and all liability that may result therefrom, including Town's costs in defending itself against any claim, action, litigation or other assertion of liability.
9. **Indemnity by Town:** Town shall defend, indemnify and hold harmless Kingswood 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, associated with any act or omission by Town, its agents, employees, licensees or invitees, or associated with Town's use of the premises. In the event that Kingswood is made a party to any litigation brought against Town related to Town's use or occupancy of the premises, Town shall defend, protect and hold Kingswood harmless from any and all liability that may result therefrom, including Kingswood's costs in defending itself against any claim, action, litigation or other assertion of liability.
10. **Kingswood's Use of Premises:** The License is for the sole purpose during the term of this License of allowing Kingswood to use the designated parking spaces for himself, his employees and his invitees. Kingswood shall provide the Town's Public Works Director (hereafter, the "Director") with

such information as may be acceptable to him to be able to determine whether people parked in the designated spaces have parked with the proper authority to do so. Persons who wrongfully park in said spaces, or for whom the required information is not provided to the Director may be cited for violation of Town's parking ordinances, and Town may undertake its normal procedures for violation, including immobilization and towing.

11. **Modification:** This License contains all of the terms and conditions agreed to by Town and Kingswood concerning the use of the above-described premises. There are no oral terms or conditions agreed to by the parties which are not contained herein. There shall be no modification of this License unless the modification is in writing and signed by both parties, and it cannot be extended beyond the stated term without approval by the Boone Town Council.
12. **Waiver:** Town's failure to strictly enforce its rights under this License shall not constitute a waiver of such rights with respect to any violation of the terms, and the parties agreed that this provision may itself not be waived by the conduct of the parties.
13. **Governing Law and Venue:** This License 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.
14. **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:

If to Town, to: John Ward III
Town Manager
PO Drawer 192
Boone, NC 28607

If to Kingswood, to: Harold C. Tilley
768 W. King Street Boone
NC 28607
15. **Counterpart and electronic copies:** A copy of this agreement that has been signed (electronically or otherwise) and delivered by electronic means shall be just as effective as a signed original. Counterpart copies of this agreement may be signed by a party and exchanged by facsimile or electronic attachment. The parties intend that such copies shall be fully binding.

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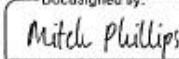
IN WITNESS WHEREOF, Town and Kingswood agree to all of the terms and conditions set forth above, the day and year first above written.

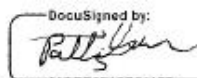
Town of Boone

By: _____
Tim Futrelle, Mayor

Attest: _____
Town Clerk, Town of Boone

Kingswood Condominium Association, Inc.

By: 
Mitch Phillips, President

DocuSigned by:

Attest: _____
Patricia Wright-Green, Secretary

COUNCIL MATTERS

TOWN MANAGER UPDATE

Mr. Ward updated members on the following topics:

1. **AMI Meter System:** We are continuing to install the new type water meter with 1,300 (only 18 newly installed from the February update due to weather and other priorities) or 21% installed to date. Additionally, we anticipate moving forward with data gathering and remote functionality equipment installation when weather permits. We plan to ramp up new meter installation with improved weather and as funding allows.
2. **CDBG-I ~ Deck Hill Water storage tank replacement:** Geo technical work is scheduled for mid-April which will allow completion of project plans and solicitation of competitive construction bids from qualified contractors. When project plans have been completed, we will continue purchase negotiation with the property owners.
3. **Water and Sewer Capital Improvements Plan:** We're currently working with one of our on-call design professional to develop a comprehensive water and sanitary sewer capital improvements plan (CIP) that will provide us with information and planning resources regarding future infrastructure needs.
4. **Pursuant to G.S. 160-499.4 Notice Prior to Construction:** The Facilities Maintenance Division will begin installation of new curb & gutter and a pervious concrete sidewalk on Queen Street from Linney Street to North Depot Street beginning in April. Please expect minor traffic delays in this area as we

continue to improve our sidewalk infrastructure. The Public Works Department can be reached at [828-268-6230](tel:828-268-6230) (tel:with any questions or concerns.

5. **Spring Litter Sweep:** In conjunction with the North Carolina Statewide Spring Litter Sweep, the Town of Boone will hold a "Spring Boone Clean-Up Day" on Saturday April 23, 2022. Interested participants may come by the Public Works Department located at 321 East King Street between 8:00am - 1:00pm to pick up cleaning supplies. Town residents will receive an additional free curbside pickup of collected debris (household junk/bulk items, yard debris or brush) beginning Monday, April 18th through Monday, May 2nd. Simply phone the Public Works Department [\(828\)268-6230](tel:828-268-6230) (tel: to schedule collection or submit your request online through the Citizens Service Request located on the Public Works page of www.townofboone.net. For more information, contact Shannon Isaacs.
6. Website update: Mr. Ward indicated that since the new website launched, the page had seen 108,647 total page views, with more than 10,000 in the past week alone.
7. Mr. Ward announced that the Town of Boone had been recognized by Tree City USA.
8. Mr. Ward announced that the Town of Boone received its North Carolina Mainstreet Certification for the year. He added that the vacant Downtown Boone Development Coordinator job will be posted later in the week.
9. The newly installed electric vehicle charger was announced, and Mr. Ward invited all to stop by the parking area in front of the downtown post office to test it out.
10. Mr. Ward indicated that there would be a need for the second meeting this month on the 23rd.

TOWN ATTORNEY UPDATE

Ms. Meade updated Council members on the following items:

1. Town of Boone lawsuit (Mallatere v. TOB) A settlement was made in the amount of \$125,000.
2. Town of Boone lawsuit (Watauga Co. v. TOB - Water Allocation) Case was fully resolved without payment of money. Parties agreed to a document that carefully outlined an understanding about the terms of water allocation that would allow for no future disputes. The agreement can be viewed at Watauga County Book of Records 2260 Page 5.
3. Town of Boone lawsuit (TOB v. Watauga Co. - Sales Tax) All briefing has been completed. Case has been submitted to the Court of Appeals who decided not to hear oral arguments. Ms. Meade felt that this meant that the judges who were assigned to the case felt there was a clear answer in the briefs. She believed a decision could be forthcoming in the next four to six months.

BOARD LIAISON REPORT

Mr. George stated that ICLEI representatives attended the most recent Sustainability Committee meeting to give a presentation on a community climate action plan. He added that the Community Appearance Commission has recently discussed re-evaluating the Comprehensive Plan. Ms. Roseman indicated that the Historic Preservation Commission was doing a great job with its new quasi-judicial role.

DISCUSSION REGARDING TOWN OF BOONE STATE OF EMERGENCY

Mr. Ward presented the most recent Covid-19 numbers for the area, which indicated a decrease from the previous week, and recommended no change in protocol. Ms. Roseman suggested not re-enacting the mask mandate at this time, and giving the Town boards and commissions the ability to make their own decisions about meeting in-person as they saw fit. Mr. George agreed with Ms. Roseman, but felt that the option for in-person participation was important during budget preparation. Brief discussion was held regarding hybrid in-person and virtual meetings. Mr. Carter agreed with Mr. George that budget discussions were important, but believed that many people would choose to participate virtually, even if given the opportunity to participate in-

person. He felt that moving forward, it was important to offer both an in-person and a virtual option for participation in meetings. Upon a motion by Mr. George, seconded by Mr. Carter, Council voted unanimously to hold the regular meeting of the Boone Town Council on March 23, 2022 at 6 p.m. virtually; the regular meeting of the Boone Town Council on April 13, 2022 at 9 a.m. will be held in person with the option to re-evaluate on March 23, 2022 and to allow all Town boards to vote and decide themselves whether to meet in person or virtually; the Planning Commission meeting on March 28, 2022 at 6 p.m. will be held virtually.

Mayor Futrelle called for a break at 1:11 p.m. Council reconvened at 1:22 p.m.

APPOINTMENT TO WATAUGA COUNTY PARKS & RECREATION COMMISSION

Ms. Roseman nominated Ms. Eppley to be recommended as a Town of Boone representative on the Watauga County Parks and Recreation Commission.

CONSIDERATION OF A&R MOUNTAIN PROPERTIES, LLC VOLUNTARY ANNEXATION PETITION (243/245 BAMBOO ROAD)

Upon a motion by Mr. George, seconded by Mr. Carter, Council voted unanimously to approve the Resolution Fixing the Date for Public Hearing on April 13, 2022 at 9:00 a.m.

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31
(A&R Mountain Properties LLC)**

WHEREAS, a petition requesting annexation of the 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 area described herein will be held at Council Chambers at ___ a.m/p.m. on _____, 2022.

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

A 0.988 acre parcel lying and being in the Blue Ridge Township on the east side of the Bamboo Road, NCSR 1524; bounded on the north by Regina Hampton (Plat Book 22 at Page 231), on the east by Sherrill Hampton (Book of Records 73 at Page 843), on the south by Deerfield Ridge, LLC (Book of Records 762 at Page 410), on the west by the Bamboo Road; north being relative to and being all the lands as described in Book of Records 1733 at Page 204 and more fully described as follows:

BEGINNING on a Mag Nail on the east side of the Bamboo Road in the Deerfield Ridge LLC line, this nail located N20-37-59E 332.63' from Runway PK No. 1 monument found (N899939.47 sft E1222369.85 sft), from from the BEGINNING and with the Deerfield Ridge LLC line N73-09-20W 9.12' to a point in the Bamboo Road, thence with said road N00-42-59W 152.98' to a 5/8" rebar found buried on the east side of the Bamboo Road and in the center of Hampton Trailer Ct, thence out and with the Hampton Trailer Ct, a private road S73-06-18E 349.95' to a spike found buried in the center of road just west of a stream running under said road, thence leaving said road and with Sherrill Hampton line S40-10-51W 158.51' to 1.5" pipe found on the west side of stream, thence with the Deerfield Ridge LLC line N73-09-20W 231.88' to the point and place of beginning containing 0.988 acres by coordinate geometry as surveyed November 21, 2019 and shown on plat no 19036-1 by Hencle J. Matheson, PLS L-2561.

Section 3. Notice of the public hearing shall be published 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.

ATTEST:

Mayor

Town Clerk

CONSIDERATION OF TOWN OF BOONE CEMETERY SURVEY

Long Range Planner Jessica Mitchell presented the Town of Boone Cemetery Survey. Ms. Meade explained what would be needed in order for the Town of Boone to take over ownership of a cemetery located within the

Town limits. Mr. Carter made a motion to direct the Historic Preservation to take no further action with regards to cemeteries, to accept the survey as presented, and to place this project on the back burner until such time that the Historic Preservation Commission deems it relevant to bring before Council again. Ms. Nenow seconded the motion. Ms. Roseman suggested that work continue on the Hayes, Bryan, Greene Cemetery. Mayor Pro-Tem Tugman agreed and suggested a friendly amendment to that effect. Mr. Carter and Ms. Nenow accepted this amendment. The motion carried unanimously.

CONSIDERATION & DISCUSSION OF FEES

Ms. Shook presented a request for discussion of fees related to certificates of appropriateness, accessory electric vehicle charging stations and accessory solar energy systems. She added that she preferred to recover as many fees as possible so less had to be subsidized, but also felt that the success of the historic district was tied directly to the fees associated with this process. Ms. Roseman made a motion to waive the fees for accessory electric vehicle charging stations and the fees associated with accessory solar energy systems; the fees associated with Certificates of Appropriateness will be dropped from \$374 to \$100. These changes will be effective immediately and last through the end of September 2022. Mr. Carter seconded the motion.

VOTE: Aye: Roseman, Carter, Nenow, George
 Nay: Tugman

FOLLOW-UP DISCUSSION REGARDING THE POTENTIAL CONSOLIDATION OF TOB/WATAUGA COUNTY COMMUNICATIONS

Mr. Ward indicated that staff had moved beyond the logistics phase in planning for the consolidation of the Boone and Watauga County communications centers, and have been negotiating a proposal with the County. He stated that it was his hope to have a contract on the March 23 agenda for Council's consideration.

CONSIDERATION OF ISSUES RELATED TO MURALS & SIGN REGULATION

Ms. Meade suggested that Council postpone this discussion to allow her to work with the Historic Preservation District on a public art policy.

CLOSED SESSION

Upon a motion by Mayor Pro-Tem Tugman, seconded by Ms. Roseman, Council voted unanimously to enter into closed session at 2:59 p.m. pursuant to:

1. N.C. Gen. Stat. § 143-318.11(a)(1), to review, approve and seal closed session minutes from Council's prior closed session(s).
2. 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 one or more potential legal claims.
3. 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 two lawsuits involving Watauga County pending in state courts.

Upon a motion by Ms. Roseman, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to exit Closed Session at 3:20 p.m.

POTENTIAL ACTION FOLLOWING CLOSED SESSION

Upon a motion by Mayor Pro-Tem Tugman, seconded by Ms. Roseman, Council voted unanimously to amend the agenda to add an item to the agenda to appoint an Interim Town Manager.

Mayor Futrelle announced that it was the consensus of Council that effective immediately, Finance Director Amy Davis would serve as the Interim Town Manager.

ADJOURNMENT

Upon a motion by Mr. George, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to adjourn the meeting at 3:29 p.m.

Nicole Harmon, Town Clerk

Tim Futrelle, Mayor