

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
March 17, 2016**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order at 5:30 p.m. Thursday, March 17, 2016, in the Council Chambers located at 1500 Blowing Rock Road. Mayor Rennie Brantz presided. Council members present were Mayor Pro Tem Lynne Mason, Loretta Clawson, Charlotte Mizelle, Jennifer Teague and Jeannine Underdown Collins. Town Attorney Allison Meade was in attendance (arrived at 6:27 p.m.). Staff present were Town Manager John Ward, Assistant Town Manager Jim Byrne, Town Clerk Christine Pope, Fire Chief Jimmy Isaacs, Finance Director Amy Davis, Public Works Director Rick Miller, Police Chief Dana Crawford, Planning Director Bill Bailey and Cultural Resources Director Pilar Fotta.

ANNOUNCEMENTS

Mayor Brantz noted a press release recently came out regarding the Town's collaboration with the Boone United Methodist Church in order to provide trees the Town has cut to those who need fire wood.

PROPERTY ACQUISITION

Mayor Brantz announced that the Town has found an attractive property for a municipal services center, which was a goal set by Council in 2015, and will be discussed later in the meeting.

RESOLUTION OF RECOGNITION - ASU WOMEN'S TRACK AND FIELD

Mayor Brantz presented Coach Weaver of ASU Women's Track and Field with a resolution of recognition for their success.

TENTATIVE AGENDA ADOPTION (FOR ACTION)

Town Manager John Ward noted that Item. 7.F. - Water and Sewer Request will need to be delayed until the April meeting, as the representative was unable to attend the meeting.

ADOPTION OF TENTATIVE AGENDA

Upon a motion by Council Member Clawson, seconded by Council Member Mizelle, Council moved to adopt the tentative agenda as amended.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Loretta Clawson, Council Member
SECONDER:	Charlotte Mizelle, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

PUBLIC COMMENT

There was no one signed up to speak during public comment.

REQUESTED APPEARANCES (FIVE MINUTES EACH)

REQUEST FOR APPROVAL OF AREA FOR PERMANENT VETERAN'S MEMORIAL

Retired Colonel Ben Covington, III appeared before the Council to request that the Town allow the Military Officers Association of America, in collaboration with other military organizations in the area, to erect a veterans' memorial next to Town Hall in the area that currently has artwork once funds are raised, which is expected to be approximately \$150,000. Colonel Covington provided Council with a handout of information regarding this request (**Handout on file in March 2016 meeting file**). Town Manager John Ward indicated that the Town could work to incorporate this memorial with the future parking deck planned for that location, and would also allow for expansion of the DBDA's artwork program further into downtown Boone. Mr. Ward added that approval of this concept by the Council could include future approval of the final design, giving the organization the approval

they need to begin fundraising and direction from Council to work together on the design that will enhance the plans for that site.

Upon a motion by Council Member Clawson, seconded by Council Member Mizelle, Council moved to approve this veterans' memorial concept with final approval of the design by Council in the future.

Council Member Mason asked that the motion be amended to include having this concept go before the DBDA as well for endorsement. Council members Clawson and Mizelle agreed to the amended motion.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Loretta Clawson, Council Member
SECONDER:	Charlotte Mizelle, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

REQUEST FOR UNUSUAL CIRCUMSTANCES WAIVER OF WATER AND SEWER CHARGES - MR. ROBERT SHARPE

Robert Sharpe appeared before the Council to request an unusual circumstances waiver in order to bring his utility bill in question back to its average monthly usage. Mr. Sharpe explained that he was out of the country, and when he returned a leak was located. He immediately contacted his landlord who had the leak repaired within four hours of knowing of the problem. Public Works Director Rick Miller advised Council that staff is reviewing the policy for unusual circumstances waivers as discussed at the retreat, but until it is revised, staff are still working under the same policy and are recommending the waiver be granted in this case.

Upon a motion by Council Member Mason, seconded by Council Member Underdown Collins, Council moved to approve Mr. Sharpe's request for an unusual circumstances waiver totaling \$2,739.70 for the water charges and \$2,175 for the sewer charges reflected on his bill in order to bring the bill in question back to its average monthly usage.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lynne Mason, Mayor Pro Tem
SECONDER:	Jeannine Underdown Collins, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

CONSENT AGENDA ADOPTION

Upon a motion by Council Member Mason, seconded by Council Member Clawson, Council moved to adopt the consent agenda with the amendment that a termination clause be added to the McCreary lease agreement before final execution.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lynne Mason, Mayor Pro Tem
SECONDER:	Loretta Clawson, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

TOWN COUNCIL - WORKSHOP/RETREAT - FEB 16, 2016 8:30 AM

TOWN COUNCIL - WORKSHOP/RETREAT - FEB 17, 2016 8:30 AM

TOWN COUNCIL - REGULAR MEETING - FEB 18, 2016 5:30 PM

SCHEDULING OF SPECIAL MEETING - BUDGET RETREAT

Scheduled for Tuesday, May 24, 2016, from 8:30 a.m. to 5 p.m. in the Council Chambers located at 1500 Blowing Rock Road.

APPROVAL OF RESOLUTION OF RECOGNITION - APPALACHIAN STATE UNIVERSITY WOMEN'S TRACK AND FIELD

RESOLUTION OF RECOGNITION

WHEREAS, the Appalachian State University women's track and field team were recently crowned champions of the Sun Belt Conference; and,

WHEREAS, the Town is proud to acknowledge that this is the first Sun Belt Conference Title for Appalachian State University; and,

WHEREAS, it should be noted that in addition to their spectacular athletic performance, Appalachian State University women's track and field team holds an impressive 3.21 grade point average; and,

WHEREAS, the Mountaineers went undefeated in four regular season meets; and,

NOW, THEREFORE, BE IT RESOLVED that the Town Council for the Town of Boone does hereby recognize the remarkable accomplishments of the Appalachian State University women's track and field team in the 2016 season; and,

BE IT FURTHER RESOLVED that a copy of this resolution shall be presented to Coach Weaver with sincere best wishes for the team for continued success in the years ahead.

Adopted by unanimous vote of the Town Council on the 17th day of March, 2016.

(RESOLUTION TO BE TYPED IN BOOK 3, PAGE 266)

APPROVAL OF RESOLUTION - CLOSED SESSION MINUTES

Resolution # _____

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN
OF BOONE, NORTH CAROLINA CONCERNING THE MAINTENANCE AND UNSEALING OF
CLOSED SESSION MINUTES**

WHEREAS, for the furtherance of open and responsive government, it is prudent to establish a clear policy for the handling of sealed and unsealed closed session minutes and general accounts by the Town of Boone consistent with the requirements of state law, including but not limited to NCGS §143-318.10 and §143-318.11; and

WHEREAS, in some cases it is legally required by state and federal law to withhold ("seal") closed session minutes and general accounts from public inspection, and in other cases it is necessary and legally permissible to seal such minutes and general accounts so long as public inspection would frustrate the purpose of a closed session;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BOONE, NORTH CAROLINA THAT:

(1) Full and accurate written minutes and a written general account shall be kept of each closed session in such form that a person not in attendance would have a reasonable understanding of what transpired. The written minutes and general account of closed sessions may be combined into one record called "minutes."

(2) The minutes shall be taken by the Town Attorney. Draft minutes may be made available only to the Town Clerk, Town Manager, Assistant Town Manager, Town Attorney, and Town Councilmembers.

- (3) Closed session minutes shall be approved by the Town Council during a subsequent closed session.
- (4) All minutes of closed sessions shall be sealed, unless sealing is not legally permissible.
- (5) The Town Attorney is authorized and directed to review periodically (no less than annually and preferably every six months) each set of closed session minutes to determine if their disclosure would no longer frustrate the purpose for which the closed session was held.
- (6) Minutes pertaining to the attorney-client privilege shall be brought by the Town Attorney to the Town Council for unsealing, unless said minutes pertain to lawsuits or legal issues that have been fully and finally resolved or otherwise definitely mooted. Other minutes may be brought to the Town Council by the Town Attorney for unsealing or may be unsealed as provided below.
- (7) If minutes are not required to be brought to the Town Council for unsealing, the Town Council authorizes the Town Attorney to unseal the minutes (with redactions as appropriate) if the Town Attorney finds that disclosing the closed session minutes (or some redacted part of them) would not frustrate the purpose for which the closed session was held and is not otherwise precluded by state or federal law. No further council action is necessary to unseal closed session minutes pursuant to this paragraph.
- (8) Following the unsealing of closed session minutes by the Town Attorney or Town Council, the unsealed minutes shall be returned to the Town Clerk, maintained in a separate volume of unsealed minutes (whether in hard copy or electronic form) and made available for public inspection upon request.

This Resolution shall become effective upon its adoption.

Adopted this ____ day of March, 2016.

(RESOLUTION TO BE TYPED IN BOOK 3, PAGE 267)

RESOLUTION APPROVING PRUDENTIAL CONTRIBUTION PLAN

RESOLUTION

WHEREAS, Prudential wishes to provide a qualified defined contribution plan to the employees of the Town of Boone.

AND WHEREAS, the State of North Carolina has established the North Carolina Prudential Employee Deferred Compensation Plan, a qualified governmental Deferred Compensation Plan under Internal Revenue Code §457(b) for public employees of North Carolina.

THEREFORE, be it resolved that the Town of Boone Town Council has adopted the North Carolina Public Employee Deferred Compensation Plan also known as "NC Deferred Comp" under the terms of the Plan Document and the Third-Party Administrator Agreement.
All employees shall become eligible to defer compensation.

Adopted by unanimous vote of the Town Council on the 17th day of March, 2016.

(RESOLUTION TO BE TYPED IN BOOK 3, PAGE 268)

DISCLOSURE OF SETTLEMENT TERMS PER N.C.G.S. 143-318.11(A)(3)

Copy of settlement permanently on file in Town Hall.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION - TOWN'S GOVERNANCE, MAINTENANCE AND IMPROVEMENT OF BOONE CEMETERY

**HPC Recommendations Regarding Boone Cemetery,
January 2016**

1. The HPC shall be responsible for reviewing the rules and regulations of the Cemetery from time to time and making recommendations to Town Council for changes in those rules and regulations. This review shall be completed in consultation with representatives from the Public Works Department, the Junaluska Heritage Association, the former Trustees of the Cemetery, and any such other individuals or groups as HPC determines appropriate. In addition, the HPC shall consider ongoing maintenance and operational issues concerning the Cemetery, including desired improvements and interpretive programming (including historical tours and other events, interpretive signage, and other relevant matters).
2. In late November 2015, Eric Plaag and Paul Fuller (one of the downtown historic survey technicians) visited the Cemetery as part of the survey process. They determined that the northwest corner and north edge of the traditionally “black” portion of the Cemetery is badly overgrown and littered with trash. The HPC recommends that the Town of Boone clear out the brush from this area, preserving any healthy, mature trees and taking care to protect any grave markers or stones that may be found within this overgrowth and debris, even if they are loose and no longer anchored to the ground. Stones of any kind should be left in place and not moved, even if they are no longer anchored in the ground. In addition, two medium-sized trees on the south boundary of the “black” section have recently been knocked over and should be removed for safety reasons. Care should be taken to protect several grave markers in the vicinity, including one that is face down in the earth underneath one of these fallen trees. In addition, the HPC recommends that Town Council approve capital improvement funding during the 2016-17 budget cycle for the erection of an entrance comprise of columns and gates at the northeast corner of the “black” section that are similar to those found at the northwest entrance to the “white” section.
3. This same late November 2015 visit revealed that the chain link fence that surrounds the traditionally “white” part of the Cemetery is damaged, deteriorated, collapsing, and generally in need of replacement. The HPC recommends that Town Council approve capital improvement funding during the 2016-17 budget cycle for the demolition of this chain link fence and the erection of a replacement fence of a more refined finish and material that befits an historic burial ground. In consultation with the Cultural Resources Department, the Public Works Department should make a recommendation to Town Council regarding the style, material, and appearance of this replacement fence. This fence should also surround the entire perimeter of the Cemetery, not just the “white” section (excepting the area where the existing columns and iron gates at the driveway entrance to the “white” section already stand and the proposed columns and gates described in Paragraph 2 above would stand in the “black” section). This work will also require clearing out a large amount of overgrowth along the fence, particularly on the north end of the “white” section. As part of this initiative, that portion of the chain link fence dividing the traditionally “black” and “white” sections of the Cemetery should be removed and replaced with a run of gray marble/granite stones sunk into the earth and aligned flush with the ground to delineate this historic divide in the Cemetery. The Town should also place a small interpretive marker nearby explaining the history of the Cemetery parcel as a whole and this racial dividing link in the midst of the Cemetery.
4. This late November 2015 visit also confirmed that the east boundary of the “black” section of the Cemetery is badly eroded as the land falls away to Brown Street. The HPC recommends that Town Council approve capital improvement funding during the 2016-17 budgetary cycle for the erection of an attractive retaining wall composed of historically appropriate materials at the east end of the Cemetery adjacent to Brown Street to prevent further erosion.
5. The HPC recommends that Town Council establish an annual budget for Cemetery maintenance, with this budgetary line falling under the supervision of the Public Works Department. This budget should include sufficient funding for mowing, weeding, pruning, raking, and debris removal (including deteriorated cut flowers left at gravesites) as needed; the cost of electricity generation for the existing safety lights in the Cemetery; and a flat amount for annual repairs and maintenance to the Cemetery facilities. The HPC also recommends the installation of attractive trashcans at the Brown Street and Howard Street entrances; emptying of these would occur on the maintenance schedule previously described. The Public Works Department will report to the HPC regarding the budget, expenditures, and revenue from this annual

Cemetery maintenance fund on a quarterly basis or at such other frequency as the Town Manager may direct.

6. The HPC recommends that the Town Council establish a permanent Boone Cemetery Fund, independent of the annual Town budget line item described in Paragraph 5 above, for capital improvements to the Boone Cemetery other than the customary and expected annual Cemetery maintenance described in Paragraph 5 above. Any fees collected from burials or donations made by individuals for the upkeep of the Cemetery (inclusive of the funds recently turned over by the former Trustees to be held in trust by the Town) should be directed to this permanent fund and reserved exclusively for future capital improvements to the Boone Cemetery beyond those outlined in Paragraphs 2, 3, and 4 above.
7. The HPC recommends that an inventory of all known gravesites and stones be made within both portions of the Cemetery as soon as possible, to include a map of the Cemetery showing the approximate location of these stones. This inventory and map should be used to determine what areas, if any, may be available for additional burials. In addition, the former Trustees should be consulted to identify living persons who may have a reasonable expectation of burial in the Cemetery based on previous informal agreements or discussions with those trustees. Once a clear list of these individuals is secured, the HPC shall identify and reserve as grandfathered plots appropriate locations on the Cemetery map for the burial of those individuals.
8. The HPC recommends that the Town Council formally adopt the official name of "Boone Cemetery" for the entire site, inclusive of both the traditionally "white" and traditionally "black" sections. There is no historic evidence whatsoever to suggest that the Cemetery was ever known as the "Jordan Councill Memorial Cemetery" or any other name incorporating the Councill family name prior to 1998. It was sometimes known as the "Boone City Cemetery," "Boone city cemetery," or "Boone Cemetery" in newspaper accounts dating back as far as the 1890s, although "town graveyard" and "town cemetery" were also used in accounts from the same period. Given that Boone is not legally a city, the HPC recommends against using this word in the official name for the site.
9. The HPC recommends that, contingent on funding, Town Council direct the Cultural Resources Department to develop interpretive programming for the Cemetery, to include occasional historic tours of the Cemetery (for a fee) and/or other appropriate special events focusing on the history of the Cemetery and those who are buried there.

(Policy to be permanently on file in Town Hall.)

ADOPTION OF ORDINANCE - RULES AND REGULATIONS FOR BOONE CEMETERY

AN ORDINANCE PROVIDING RULES AND REGULATIONS FOR THE BOONE CEMETERY

WHEREAS, pursuant to Resolution # 07-15-02 passed by the Boone Town Council on July 23, 2015, the Town of Boone acquired the Boone Cemetery (hereinafter, "Cemetery") pursuant to the authority vested in it by Article 17 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the Town of Boone has the authority vested in it pursuant to G.S. § 160A-348 to adopt rules and regulations for the use, operation, and maintenance of the Cemetery; and

WHEREAS, the Boone Historic Preservation Commission ("HPC"), in consultation with the former Trustees of the Cemetery, certain family members of individuals buried in the Cemetery, and other stakeholders, has considered and recommended certain rules and regulations to govern the Cemetery, as set forth herein;

WHEREAS, the Boone Town Council has considered the rules and regulations proposed by the HPC and finds them to be appropriate and in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED, that the following Rules and Regulations of the Boone Cemetery are hereby approved and adopted by the Boone Town Council.

Adopted this the _____ day of _____, 2016.

RULES AND REGULATIONS OF THE BOONE CEMETERY, BOONE, NC

Effective March 17, 2016

The following rules and regulations apply to the operation and maintenance of the Boone Cemetery located near Howard and Brown Streets in Boone, NC:

1. The Town of Boone ("Town") requires that any grave openings and burials within the Boone Cemetery be completed under the guidance of a funeral home that has been approved by the Town Manager or his or her designee (hereinafter simply "Town Manager") to conduct burials within the Cemetery. At present, the only permitted funeral homes are the Hampton Funeral Service and the Austin & Barnes Funeral Home. Families or estate executors may ask another company to apply for approval from the Town Manager.
2. Plots are not sold or deeded, and all gravesites remain the property of the Town. Cemetery plots are not transferrable. Families or estate executors wishing to bury any individual within the Boone Cemetery must petition the Town Manager to request the opening of a gravesite.
3. Consistent with the Town's obligations to the former Trustees of the Boone Cemetery as memorialized in that Resolution #07-15-02 dated July 23, 2015, to the greatest extent reasonably possible the Town will honor grandfathered or reserved plots as previously marked by individual markers or by family plot area markers, or as established through agreement with the former Trustees, or as established by other evidence. Upon request that the Town permit a burial at such a grandfathered or reserved site, the Town Manager will consult as necessary with the former cemetery Trustees and/or the Historic Preservation Commission (HPC) to determine if the requested burial should and can be accommodated. The grave opening fee described at (4) below will be waived for a burial approved pursuant to this paragraph. However, families are encouraged to consider making a donation to the Cemetery Fund.
4. In addition to those burials permitted as described at paragraph (3) above, a family or executor may seek burial in the Cemetery of an individual who has relatives buried in the Cemetery or otherwise has a historical family connection to the Cemetery that makes burial of that person in the Cemetery appropriate. Whether such burial is appropriate shall be determined by the Town Manager in his or her sole discretion, in consultation with the former Trustees and/or the Historic Preservation Commission ("HPC") as he or she deems appropriate. Within three days following approval by the Town Manager and before commencement of the grave opening, the family or individual seeking burial of an individual in the Cemetery must submit a \$2,000 grave opening fee. This fee is in addition to any burial expenses that the petitioner may incur through the funeral home conducting the burial.
5. In addition to the grave opening fee, any family or estate executor requesting a burial in the Cemetery must pay a grave marker deposit of \$1,000 within three days following approval by the Town Manager for the opening of a gravesite and before commencement of the grave opening. The Town will return this deposit in full upon erection of an approved permanent marker at the gravesite, with the understanding that, in the absence of extenuating circumstances (as determined by the Town Manager in his or her sole discretion), permanent markers must be erected within six months of the grave opening or the marker deposit will be permanently forfeited to the Town.
6. Selection of a burial site will be determined by the Town Manager, in his or her sole discretion, in consultation as he or she deems appropriate with the former Trustees, the HPC and/or Town staff and based upon available space, location of relatives already interred in the Cemetery, and the type of burial (cremains or traditional).

7. For the protection of the historic grave markers in the Cemetery, under no circumstances may a backhoe or other heavy earthmoving equipment be used to open a grave. A small track hoe/mini-excavator similar to the Bobcat 323 (and with a weight not in excess of 4,000 pounds) may be used with permission from the Town Manager, provided that it is operated by a trained, qualified, and fully insured individual who has been approved by the Town Manager to operate such equipment in the Cemetery. A steel or concrete vault is required in all tradition and crematory burial sites. All burial sites will be a single-use plot, regardless of burial method or memorial plans. Burial protocol will consist of removing turf in squares and stacking them neatly; opening the grave; burial placing the reserved turf on top of the grave; and removing excess dirt from the gravesite and mowing area.
8. All permanent markers shall be of stone. Headstones, whether flat or erect, must be at least four inches thick and cover a minimum surface area of 60 inches. Notwithstanding the foregoing, government-supplied markers for burials of veterans shall be permitted. Flat headstones should be flush with the ground to prevent damage to the stone. Any newly placed erect marker should have a ground-level footing extending at least six inches in all directions beyond the stone in order to prevent damage to the stone. Footstones for new burials and new footstones for historic graves dating after 1950 are not permitted. Family plot corner markers are permitted upon approval of the Town Manager but must be four inches square on all sides and six inches high.
9. The Town of Boone will not be responsible for any damage to grave markers or other property during the opening of graves or funeral services; damage or injury cause by the activities of funeral home staff, funeral attendees, or other users of the Cemetery; or theft, damage, or vandalism involving grave markers or other property.
10. No funerary lights (temporary or permanent), artificial flowers, breakable vases of glass or similar materials, or other artificial funerary accoutrements are permitted at gravesites at any time. Wreath stands are permitted during funeral services only and must be removed within one week following the service. Town staff will remove any such items if they are left at gravesites. Natural flowers may be left directly on the grave marker during the mowing season, or left on the grave marker or immediately in front of the grave marker during other times of the year. The Town reserves the right to remove these flowers once they begin to deteriorate.
11. Family members of individuals buried in the Cemetery may seek approval from the Town Manager to make improvements at their own expense to a family plot or to the plot of a relative. Any such improvements shall be made as specified in an agreement between the Town Manager and the family member(s), which agreement ordinarily should be in writing.
12. No trees, plants, bushes, or flowers may be planted within the Cemetery under any circumstances without written approval from the Town of Boone. Unapproved plantings will be removed by Boone Public Works staff without notice.
13. No fences may be installed around gravesites for any reason without written approval from the Town, which reserves the right to remove unapproved fences of any kind without notice.
14. The Cemetery's public hours of access will be dawn to dusk, 365 days per year. Exceptions may be made for Town programming events and other appropriate events approved by the Town Manager.
15. Under no circumstances shall any part of the Cemetery be used for recreational activities (including sports, camping, sunbathing, exercise, or yoga), dog walking, grave rubbing, or other activities that are disruptive to maintaining a sense of honor, solemnity, and decorum within the Cemetery or otherwise destructive to the Cemetery grounds and its features. Violators will be considered trespassers and prosecuted accordingly.
16. All fees collected in connection with burials in the Cemetery and all donations so designated shall be deposited to the Boone Cemetery Fund, which fund shall be used exclusively for the maintenance and improvement of the Cemetery.

17. These rules and regulations may be changed upon recommendation by a majority vote of the Cemetery Committee and subsequent majority vote of Town Council.
18. Appropriate rules and warnings may be posted at the entrance to the Cemetery and/or at such other place(s) and by such means as may be determined by the HPC in consultation with the Town Manager.

(ORDINANCE TO BE TYPED IN BOOK 4, PAGES 80-83)

APPROVAL OF BUDGET AMENDMENT - INSURANCE REIMBURSEMENTS

Description:	Account Number:	To:	From:
Maintenance & Repair – Vehicles (Fire Department – General Fund)	010-500-350-525301	\$3,250	
Maintenance & Repair – Vehicles (Water Operations – W/S Fund)	030-700-802-525301	\$4,556	
Miscellaneous Supplies (Water Operations – W/S Fund)	030-700-802-519900	\$1,332	
Miscellaneous Revenue – General Fund	010-000-000-489900		(\$3,250)
Miscellaneous Revenue – W/S Fund	030-000-000-489900		(\$5,888)

APPROVAL OF FARMER'S MARKET LICENSE AGREEMENT

STATE OF NORTH CAROLINA

LICENSE

COUNTY OF WATAUGA

THIS LICENSE is granted this 17th day of March, 2016, by the Town of Boone, a North Carolina Municipal Corporation, hereinafter referred to as “Licensor,” to the Watauga County Farmer’s Market, Inc., a North Carolina corporation, hereinafter referred to as “Licensee,” collectively referred to as the “parties.” Licensee has signed this License to signify that it understands and agrees to its limitations and requirements. The term “Licensee” shall include, but is not limited to, Licensee’s officers, agents, employees, participants, patrons, invitees and contractors.

1. **Express Limitations:** This license is not intended to restrict in any way Licensor’s use of the premises, not Licensor’s access to any part of the premises as it sees fit, including, but not limited to inspection to determine compliance by Licensee with the limitations and requirements of this License; maintenance, repair, alterations to the premises; safety inspections of any and all improvements as Licensor may deem necessary; and use of the premises as it sees fit.
2. **License Area:** As detailed on Attachment “A,” attached hereto and incorporated by reference herein, Licensee shall be entitled to the use of the described portions of “Daniel Boone Park,” that certain piece, parcel or lot of land situated, lying and being in Boone Township, Watauga County, North Carolina, and the described improvements thereto, hereinafter collectively referred to as “the License area,” during the times described therein, for the purposes provided herein.
3. **Term:** This License authorizes the described uses by Licensee for the period commencing and including May 7, 2016 and ending and including November 26, 2016, as specified in Attachment “A”. Subsequent licenses may be issued for additional periods of time and upon such terms as may be provided.
4. **Scope of License:**
 - A. The license area may be used by Licensee for the primary purposes of:
 - i. Operating of a farmer’s market for the display and retail sales of agricultural products, food, crafts and similar items by members of Licensee; and
 - ii. Sales of prepared food from two “food trucks” operated by members of Licensee, subject to the conditions stated in Attachment “A”.

B. This license includes and authorizes other and secondary activities conducted in association with the allowed uses as well as the use of such other and secondary facilities which are integral and necessary to support the authorized uses, so long as they are integral to the approved uses or constitute only an incidental and insubstantial part of the total activity; they are commonly associated with the use; and they are confined to the License areas and terms of use authorized in Attachment "A". Associated support activities shall include use of the parking lot in appropriate locations during appropriate times and use of restrooms on the property, as further described in Attachment "A".

C. Any specific uses beyond the primary ones listed are permitted only with the advance approval of the Town Manager.

D. When not in use by Licensee during the term and at the conclusion of each authorized period permitted by this license, Licensee shall properly:

i. Clean and make safe all structures to which it is entitled to only non-exclusive use;

ii. Clean, secure and make safe all structures to which it is entitled to exclusive use; and

iii. Remove any portable structures, or, if they do not interfere with potential use by other licensees, secure and make them safe.

iv. For purposes of this section, the term "make safe" shall include remediation of hazards which do not involve alterations of facilities or repair work which requires a permit or an expert to perform; and removal of litter, debris, scrap materials, junk, trash, and other items which could cause injury to a person, promote rodent infestation, or the like.

v. For purposes of this section, "clean" shall mean restoring all interior and exterior surfaces and floors of structures and facilities to a condition of cleanliness and sanitation which will allow a subsequent or intermittent licensee to utilize the structure and facilities with no more than a minimal amount of cleaning.

E. Licensee shall not use or knowingly permit any part of the license area to be used for any purpose which violates any law, and Licensee shall familiarize itself and comply with all Town ordinances, including the Town's "Noise Control" ordinance, and the North Carolina State Building Code.

F. Licensee acknowledges that Licensor may authorize other Licensees to use portions of the license area in ways which do not unduly interfere with Licensee's licensed use and that Licensor shall be the sole arbiter of what constitutes undue interference. Licensor itself may also use, as it deems appropriate, any portion of the License area.

G. During an emergency, as determined by Licensor, Licensor may utilize the License area to its full extent even if it substantially interferes with this License.

H. Licensee will take no action(s) which are in any way inconsistent with Licensor's ownership interest in the property.

I. Licensee will take no action(s) which is not in accordance with the procedures mandated by its duly adopted by-laws.

5. **Rules for Operation:** In addition to any rules adopted by Licensor for the use of the License area, which rules shall be effective when adopted even if they are adopted during the term, Licensee shall have the right to promulgate such rules and regulations as it may deem appropriate for the behavior of its employees, participants, patrons and invitees during its authorized use of the License area so long as they are not inconsistent with any rules promulgated by Licensor and are otherwise consistent with this

License. Licensee shall provide Licensor with a copy of its rules and regulations, if any, sufficiently prior to their effective date to be kept on file with the signed copy of this license agreement.

6. **Licensing Fee:** For purposes of this License, the license fee has been waived.
7. **Utilities:** Licensee shall be responsible for paying directly or reimbursing Licensor all utility costs incurred in connection with its use of the license area. If more than one licensee is authorized to use all or a portion of the license area concurrently, Licensor may apportion these costs in an equitable way in proportion to the relative use of the license area by different licensees, and Licensee shall promptly reimburse Licensor for its share of these costs. Should Licensee fail to pay its share of utility costs within the time set by Licensor, this License shall terminate. To the extent Licensee's use of the Licensed area is exclusive and the utilities used relative to that exclusive use can be placed in an account in Licensee's name by the relevant utility company, Licensor may require that Licensee obtain such utility service in its own name. If Licensee obtains utility service in its name, it must keep its account in good standing and notify Licensor immediately if it receives any notice of the possible disconnection of service or if service is actually disconnected.
8. **Maintenance:** During and after its use of the License area, Licensee shall provide all maintenance necessary to keep and restore the license area to a good and sanitary condition as the result of its use. Such maintenance shall be performed as often as necessary to insure that any other licensee authorized to use the license area will find the license area in a sanitary and orderly state. For purposes of this section, "maintenance" shall include collection and removal of trash, garbage, and litter, regular cleaning of facilities and structures, which should be cleaned after every event, and other activities required to conserve the condition of the property while minimizing wear and tear. Should Licensee fail to properly maintain the License area, Licensor may terminate the License or itself provide maintenance, but if Licensor provides such maintenance, it will be at the expense of Licensee, which shall promptly reimburse Licensor for its expenses in doing so.
9. **Repairs:** Licensee must notify Licensor, in writing, of any and all conditions in need of correction or repair which it discovers, whatever the origin of the conditions (caused by Licensee, its employees, contractors, invitees, or others). Licensee shall make no repairs, and no person or entity will be hired to evaluate, assess or undertake any repairs without first notifying Licensor in writing, at least ten days in advance, of Licensee's intention to evaluate, assess, undertake or make such repairs, or in the event of an emergency, without first notifying Licensor by telephone at (828) 268-6200 of the condition and repairs contemplated. Repairs may only be performed by Licensee with express authorization of the Boone Town Manager. Any repairs made to the license area shall be done in a workmanlike manner and shall become the property of Licensor. In making any authorized repairs, Licensee shall comply with the North Carolina State Building Code, as applicable, all ordinances of the Town of Boone and Watauga County, as pertinent, and all relevant federal and state laws relating to its operation of a facility and enterprise open to the public, and to its use of paid employees therein. Should Licensee be given permission to make repairs to the License area, for repairs requiring skilled workers, such as electrical repairs, plumbing repairs, structural repairs, and the like, Licensee shall only employ appropriately licensed workers to make the repairs. If Licensor itself undertakes needed repairs of conditions which are the result of Licensee's failure to discharge its maintenance responsibility; Licensee's negligence; an intentional act of destruction by Licensee's participants, employees, patrons, invitees, agents or contractors; or other breach of its responsibilities under this License; Licensee shall be responsible for reimbursing Licensor the cost of such repairs, and its failure to promptly reimburse Licensor shall constitute a basis for the termination of this License. For purposes of this section, "repairs" shall refer to fixing something which has been damaged, broken, or is not working correctly, so that it is in good condition and working properly.
10. **Alterations:** Licensee agrees to neither make nor arrange for any alterations to the license area without the advance written approval of Licensor. Should any alterations be approved by Licensor, they shall be done in a workmanlike manner, and they shall become the property of Licensor. Should Licensee be given permission to make alterations to the License area, for alterations requiring skilled workers, such as electrical installations, plumbing installations, construction activities, and the like, Licensee shall only employ appropriately licensed workers to make the alterations. In making any alterations, Licensee shall comply with the North Carolina State Building Code, as applicable, all ordinances of the Town of Boone and Watauga County, as pertinent, and all other relevant Federal and State laws. For purposes of this section, "alterations" includes, but is not limited to: removal of vegetation, other than weeds removed as part of normal maintenance, permanent modification of any existing structures, and construction of new structures.

11. **Compliance with Laws:** In particular, and not by way of exclusion, in any and all its actions and activities, Licensee will comply and hereby certifies its compliance with the Americans with Disabilities Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act, as amended, the Occupational and Health Safety Act, as amended, the North Carolina Employment Security Act, as amended, and the North Carolina Worker's Compensation Act, as amended, to the extent each such law applies to Licensee or any of its activities. Should Licensee's corporate status be revoked by the North Carolina Secretary of State, this license shall immediately terminate. Licensee commits that it will act in accordance with all laws related to its status as a North Carolina Corporation.
12. **Keys and Locks:** Licensee must provide duplicate keys to all structures in the License area to Licensor at the inception of this License. Should Licensee change any of the locks or add any locks to any of the doors, windows or other locked feature of the License area, Licensee shall, at its own expense, immediately provide duplicate keys to all such locks to Licensor. At the end of the License, Licensee shall return or turn over all keys which relate to the License area to Licensor.
13. **Information Required to be Furnished:** Licensee shall provide Licensor with its current by-laws at any time requested. Within ten days of any change, Licensee shall provide to Licensor any change to its by-laws, shall notify Licensor of any change to its management staff, and at the execution of this license and any time such composition changes, shall advise Licensor of the names and addresses of each member of its board of directors.
14. **Termination or Expiration:** This license is terminable at will by either party. Upon termination or expiration of this license, Licensee shall remove its personal property from the license area and shall surrender the license area to Licensor in good order and repair, reasonable wear and tear excepted.
15. **Abandoned Property:** Following the termination or expiration of this license, any property left by Licensee on the license area shall be considered abandoned and may be retained by or disposed of by Licensor as it sees fit. However, Licensee shall have a ten day period following the termination of this lease to remove any building(s) which it owns. Thereafter, such building(s) will be deemed donated to Licensor. Licensee shall not leave, place, or store any personal property unrelated to the scope of the License in the License area, and any such property shall be considered abandoned and may be disposed of by Licensor.
16. **Waiver and Exculpation, Indemnification:** Licensor shall not be liable for, and Licensee hereby waives all claims against Licensor for damage to its property, or for injury, illness or death of any person in, upon or about the License area arising from any act or neglect of Licensee or caused to or suffered by any person using the license area pursuant to Licensee's authority. Licensee shall indemnify, defend, protect and hold harmless Licensor from and against any and all claims, actions, loss, cost, damage, expense, and liability associated with personal injury, damage to property, or any other matter arising out of any occurrence in, upon, or at the License area, or associated with any act or omission of the Licensee, or associated with Licensee's use, occupancy or activities in the license area or access thereto by Licensee; provided, however, that the foregoing indemnity shall not be applicable to claims arising by reason of the gross neglect or willful misconduct of the Licensor. In the event that the Licensor is made a party to any litigation brought against the Licensee or by reason of or related to the Licensee's use or occupancy of the License area, the Licensee shall defend, protect and hold harmless the Licensor from any and all liability that may result therefrom, including Licensor's costs in defending itself against any claim, action, litigation or other assertion of liability.
17. **Insurance:** Licensee shall provide and maintain insurance coverage against loss, destruction, or other damage to its property located on the License area, as well as against all risks for which Licensee is required to indemnify and hold Licensor harmless, which includes injury or death of third parties and damage to the property of third parties, as more fully set out in paragraph 16. Licensee's liability insurance coverage shall provide coverage for personal injury or bodily harm occurring during the term of the license, whenever the claim is made, in an amount no less than two million dollars (\$2,000,000.00) per occurrence, and shall insure against injuries or damages which occur as a result of Licensee's operations. Licensee shall also maintain insurance coverage for damage which Licensee itself may cause to the real or personal property of Licensor on account of Licensee's failure to discharge its maintenance responsibility; Licensee's negligence; or an intentional act of destruction by Licensee's participants, employees, patrons, invitees, agents, or contractors. Licensor, "the Town of Boone", shall be named as an additional insured on every liability insurance policy of Licensee relating to the license area. Certificates of insurance for each policy required to be obtained by Licensee in compliance with

this paragraph shall be filed and maintained with Licensor. Licensee shall immediately advise Licensor of any injury, damage, or assertion of claim or litigation that may result in a claim of liability against Licensor.

18. **Modification of License:** There shall be no modification of this License by Licensee unless the modification is in writing and signed by both parties. Licensor retains the right to modify the License as it may determine necessary.
19. **Assignments:** This license may not be assigned.
20. **Not a Lease or Estate:** The parties agree and acknowledge that in no event shall this License constitute a lease or grant or create any leasehold estate or other estate in the License area. This license is intended and shall be construed as granting a License or right of use in the License area, and Licensee's use and occupancy of the license area shall not be deemed to be a tenancy under the laws of North Carolina, and Licensee shall not enjoy, and hereby waives, any protections afforded tenants under federal, state, or local laws or regulations. Furthermore, the parties expressly disavow that this instrument creates any contractual responsibilities on the part of the Licensor.
21. **Governing Law:** This license shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue concerning any dispute regarding this license shall be in Watauga County, North Carolina.
22. **Severability:** If any provision of this license or the application thereof to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, that provision shall be severed, and the remainder of this license and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.
23. **Parties' Relationship:** Nothing contained in this License shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, employer and employee, or of partnership or joint venture or of any association whatsoever between Licensor and Licensee other than as is contained herein, it being expressly understood and agreed that none of the provisions contained in this license nor any act or acts of the parties hereto shall be deemed to create any relationship between Licensor and Licensee other than the relationship of a Licensor and Licensee.
24. **Waiver:** Licensor's failure to strictly enforce its rights under this license shall not constitute a waiver of such rights.
25. **Entire Agreement:** This License contains all of the terms and conditions concerning the licensing and use of the License area by Licensee. There are no oral terms or conditions agreed to by the parties which are not contained in this License. Licensor has not made and is not making, and Licensee, in executing and delivering this License, is not relying upon any warranties, representations, promises or statements, except those that are expressly set forth in this License. All prior verbal agreements previously made by and/or between the parties, if not contained herein, are hereby expressly null and void, and insofar as such prior agreements and understandings between the parties are included herein, the same have merged into this License, which alone fully and completely expresses the current terms of this License.
26. **Execution:** Licensee represents and warrants that all necessary authorizations and approvals required for execution and performance of this License have been given and that the undersigned individual is duly authorized to execute this License and bind the Licensee to the conditions set forth.
27. **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 **Licensor**, to: John Ward
Town Manager
Town of Boone
P.O. Drawer 192
Boone, NC 28607

If to **Licensee**, to: Chair, Board of Directors

Watauga County Farmer's Market, Inc.
P.O. Box 2177
Boone, NC 28607

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

Town of Boone, Licensor

Rennie Brantz, Mayor

Attest: _____ (Seal)
Town Clerk, Town of Boone

Watauga County Farmer's Market, Inc. , Licensee, by

President

Attest: _____ (Seal)
Secretary, Watauga County Farmer's Market, Inc.

ATTACHMENT "A"

1. The License area shall consist of the exclusive use of the Upper Parking Lot at Daniel Boone Park", excluding six parking spaces reserved for the Southern Appalachian Historical Association, Inc., and non-exclusive use of the lower lot, excluding four parking spaces reserved for the Daniel Boone Native Gardens, each Saturday during the term of the License between the hours of 6:00 a.m. and 1:00 p.m., subject to the following conditions and limitations stated in sub-paragraph "C," along with:
 - a. Non-exclusive use of the restrooms, along with ingress, egress and regress to them during its hours of operation; May 7 – October 15, 2016; with the following conditions:
 - i. Licensee shall assume responsibility for the opening, closing, cleaning, stocking and monitoring of the restrooms before, during and after each use. Restrooms should be cleaned, stocked, and made available for use by another Licensee after every use.
 - ii. Additional periods may be authorized by Licensor based on the determination that the restrooms can function properly in cold weather.
 - b. Non-exclusive access to a shared refuse facility on site, if it agrees to equitably share its costs, as determined by Licensor.
 - c. Participants and patrons of the farmer's market may not park in such a manner as to interfere with emergency access to the License area or other areas accessed through the License area, and upon request by Licensor or law enforcement or fire protection officer that participants or

vehicles be relocated or rearranged, Licensee will ensure that its participants and patrons promptly honor the request.

- d. No more than two “food trucks” may be included in the operation of the Farmer’s market, but their location must be certified as safe and appropriate by the Town of Boone Fire Marshall prior to their operation, and they must have all needed permits and inspections, including Market, but their location must be certified as safe and appropriate by the Town of Boone Fire Marshall prior to their operation, and they must have all needed permits and inspections, including inspections by the Watauga County Health Department. Additional food trucks will be considered if requested.

2. Volunteer “clean-up” or “work” days may be allowed subject to the conditions and limitations stated in paragraph “4-C” (advance approval of the Town Manager).

APPROVAL OF LEASE AGREEMENT - RON MCCREARY

Final agreement executed to be placed on file in Town Hall.

COUNCIL MATTERS

DISCUSSION OF PROPERTY ACQUISITION AND APPROVAL OF ACCOMPANYING BUDGET AMENDMENT

Town Manager John Ward presented a budget amendment for Council's consideration for the purchase of 53.81 acres located at 2235/2239/2347 US Highway 421 South in Boone. He stated the purchase price approved by Town Council is \$4,681,500, which is the appraised value for the four parcels. In response to questions by Council Member Clawson, Mr. Ward informed Council that this property would eventually house the Public Works and Police departments, there is no water/sewer rate increase required for this property purchase, and the property is located within the Town's extraterritorial jurisdiction and qualifies for annexation. Council Member Clawson stated that while she still has concerns, she planned to support this due to the condition of the Brown building which currently houses the Public Works Department. Council members Mizelle, Mason and Teague voiced their support and excitement for this property purchase. Mayor Brantz made the following statement:

“Boone stands at a turning point today. Our community is growing, becoming more diverse and facing new challenges. But unique about our town at this critical juncture is the balance we are maintaining between preserving our rich mountain town character while looking to the future.

Over the last decade or so, Boone has recognized its historical heritage by preserving its downtown post office, maintaining the historic Jones House as a community cultural center, establishing the Historic Preservation Commission which has developed a maintenance plan for the Boone Cemetery and is working on a proposal for a downtown historical district. These efforts and many others remind us where we come from. They are part of our identity.

But at the same time, Boone has always looked forward. From its founding in 1872, Boone leaders have looked to the future. The Daugherty brothers helped to found Appalachian State University as Watauga Academy in 1899, Wade Wilmoth helped to introduce the Manager-Council form of government in the 1970s, and many, many Boone residents worked on our 2006 Comprehensive Plan, and our 2009 “2030 Plan.”

The result of this balance between remembering the past and looking to the future is a sense of pride and confidence in who we are. This is reflected in many different ways, but especially in the Town of Boone’s municipal government, which provides high quality, reliable, and efficient public services, from public safety to clean water and to snow-free streets. We have an outstanding city staff and town manager committed to public service.

Yet, like many towns and cities across America, Boone faces challenges, including aging, scattered, and undersized municipal buildings. As our town has grown, our municipal facilities have not kept pace with the needs of our Police Department, Public Works Department and other agencies. To keep up with the needs of our community for quality public services, we need to expand our facilities.

Recognizing these needs for some time, the Boone Town Council finally made the acquisition of land for a municipal services center a top priority in our 2015 planning retreat. The result is the property acquisition we are discussing this evening. The Bolick property offers an opportunity to begin meeting the future needs of our community. It looks to the future and will enable us to meeting the current and future needs of our Police Department and Public Works Department; eventually develop a municipal services center that houses other Town agencies as well as town Council Chambers; provide badly needed storage facilities for town equipment; add a city park, more greenway and athletic facilities; free-up property in Boone for commercial development; offer possible park and ride opportunities for ASU students; possibly develop shared public works with Watauga County and ASU; and, many more opportunities. Planning is just the beginning and will involve our entire community.

Boone is on a sound, progressive track to maintain its historical character while meeting the current and future needs of our citizens. These are the reasons I strongly support this property acquisition."

Upon a motion by Council Member Underdown Collins, seconded by Council Member Mason, Council moved that the Boone Town Council accept the following budget amendment:

Description:	Account Number:	To:	From:
Capital Outlay – Land (General Fund)	010-411-000-575021	\$2,340,750	
Capital Outlay – Land (Water/Sewer Fund)	030-700-801-575021	\$2,340,750	
Transfer from Town Facilities Capital Reserve Fund	010-000-000-498017		(\$2,017,270)
Appropriated Fund Balance – General Fund	010-000-000-499900		(\$323,480)
Transfer from Water/Sewer Infrastructure Reserve Fund	030-000-000-498033		(\$2,340,750)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeannine Underdown Collins, Council Member
SECONDER:	Lynne Mason, Mayor Pro Tem
AYES:	Mason, Clawson, Mizelle, Teague, Collins

CONSIDERATION OF DRAFTING AMENDMENTS TO ORDINANCE 11-01

Town Attorney Allison Meade requested Council's direction regarding whether or not to draft amendments to Ordinance #11-01 (water allocations) to clarify whether or not the ordinance is intended to apply only with respect to water supply connections, and not where only a sewer connection is sought. She indicated that while the ordinance refers to "water and sewer connections" at various points, the ordinance appears to only be concerned with the allocation of limited water supplies, not with sewer capacity, which in turn makes it unclear whether the public works director has the authority to approve sewer-only connections without the limitation set forth in Section 3.

Brief discussion ensued regarding making the Water/Sewer Code and Ordinance #11-01 more consistent with each other as well as the process in place for several sewer-only customers who share the same well, and therefore, share the same meter. Public Works Director Rick Miller advised that in this instance, they pay the bill on the meter as part of their POA.

It was the consensus of the Council to direct staff to work on language that will clarify allowing sewer hardship connections.

RESULT:	CONSENSUS
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TOWN MANAGER UPDATE

Town Manager John Ward provided Council with the following updates:

1. Frontier Natural Gas doing an expansion in the area around the new Hampton Inn development.
2. Boone Police Department visiting downtown businesses asking for participation and input on brief survey regarding safety downtown and services they'd like to see from the Police Department.
3. DBDA Board of Directors announced a Call for Submissions for 2016/17 public art exhibit.
4. Applications for Town boards and committees can now be filled out in Adobe and submitted online.
5. Newest intern, Rain, is currently working on Web site updates and maps for tourists who visit Town Hall as well as a "Boone by Numbers" pamphlet.
6. Parking meter heads now face the sidewalk.
7. Easter EGGstravaganza may be moved to indoors at the library depending on forecasted weather.
8. Approval of resubmitted permits received by various agencies for the water intake project.

ANNOUNCEMENT OF BOARD VACANCIES

Mayor Brantz announced the list of current board vacancies being advertised.

APPOINTMENT TO BOARD OF ADJUSTMENT

Council Member Mizelle nominated Charles Lentz to serve in an alternate resident position on this board. Council Member Underdown Collins seconded the nomination.

Mr. Lentz' term will expire June 30, 2017.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charlotte Mizelle, Council Member
SECONDER:	Jeannine Underdown Collins, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

CLOSED SESSION

ENTERING CLOSED SESSION

Upon a motion by Council Member Teague, seconded by Council Member Underdown Collins, Council moved to enter closed session at 6:47 p.m. in order to hear the following item:

1. Pursuant to N.C.G.S. 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 consider or give instructions to the attorney concerning the lawsuit brought by Ronald and Donald Cooper against the Town of Boone, 15 CVS 539 (Watauga County).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jennifer Teague, Council Member
SECONDER:	Jeannine Underdown Collins, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

EXITING CLOSED SESSION

Upon a motion by Council Member Teague, seconded by Council Member Clawson, Council moved to exit closed session at 7:06 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jennifer Teague, Council Member
SECONDER:	Loretta Clawson, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

ADJOURNMENT

MOTION TO ADJOURN

Upon a motion by Council Member Underdown Collins, seconded by Council Member Mizelle, Council moved to adjourn the meeting at 7:07 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jeannine Underdown Collins, Council Member
SECONDER:	Charlotte Mizelle, Council Member
AYES:	Mason, Clawson, Mizelle, Teague, Collins

Christine Pope, Town Clerk

Rennie Brantz, Mayor