

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
March 18, 2021**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order electronically on Thursday, March 18, 2021 at 6:00 p.m. Mayor Rennie Brantz presided. Council members present included Mayor Pro-Tem Connie Ulmer, Sam Furgiuele, Dustin Hicks, Nancy LaPlaca and Virginia Roseman. Staff members present included Town Manager John Ward, Town Clerk Nicole Harmon, Public Works Director Rick Miller, Planning Director Jane Shook, Finance Director Amy Davis, Deputy Public Works Director Todd Moody, Downtown Boone Development Coordinator Lane Moody, Sustainability and Special Projects Manager George Santucci, Cultural Resources Director Mark Freed, Fire Chief Jimmy Isaacs, Police Chief Andy Le Beau and Human Resources Director Dale Presnell. Town Attorney Allison Meade was also in attendance.

ANNOUNCEMENTS

Mayor Brantz announced the following board vacancies:

ABC BOARD

One position

BOARD OF ADJUSTMENT

One alternate position

COMMUNITY APPEARANCE COMMISSION

Four regular positions

CULTURAL RESOURCES ADVISORY BOARD

One vacancy

HISTORIC PRESERVATION COMMISSION

One regular position

One student position

TRANSPORTATION COMMITTEE

One position (Cooperative Extension)

One resident position (Alternative Transportation)

One student position

WATER ADVISORY COMMITTEE

Five regular positions

One student position

TENTATIVE AGENDA ADOPTION

Upon a motion by Ms. Roseman, seconded by Mr. Hicks, Council voted unanimously to approve the agenda as presented.

REQUESTED APPEARANCES

JASON CARPENTER - AUDIT PRESENTATION

Jason Carpenter of Combs, Tenant, & Carpenter presented the FY 2020/21 audit. A complete copy of the audit presentation may be viewed online at http://boonenc.iqm2.com/Citizens/Detail_Meeting.aspx?ID=2329 . Upon a motion by Mr. Furgiuele, seconded by Mayor Pro-Tem Ulmer, Council voted unanimously to accept the audit as presented.

PAM HYSONG - HOWARD STREET PROJECT UPDATE

**AMENDED ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
TOWN OF BOONE, NORTH CAROLINA**

(Carroll NC Properties, LLC, Robert L. Idol, Jr., and Caldwell Hospice and Palliative Care, Inc)

WHEREAS, the Town Council was petitioned under G.S. 160A-58.1 to annex the area described below;

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

WHEREAS, the Town Clerk certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Council Chambers at 1500 Blowing Rock Road at 6:00 p.m. on October 17, 2019, after due notice by the Watauga Democrat on October 2, 2019;

WHEREAS, the Town Council determined that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three (3) miles from the corporate limits of the Town of Boone;
- b. No point on the proposed satellite corporate limits is closer to another municipality than the Town of Boone;
- c. The area described is so situated that the Town of Boone will be able to provide the same services within the proposed satellite corporate limits that it provides within the primary corporate limits;
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation; and
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Boone; and

WHEREAS, the Town Council further found that the petition had been signed by all the owners of real property in the area who are required by law to sign;

WHEREAS, the Town Council further found that the petition is otherwise valid, and that the public health, safety, and welfare of the Town of Boone and of the area proposed for annexation will be best served by annexing the area described;

WHEREAS, the Town Council approved and adopted an annexation ordinance annexing the below described property into and as part of the Town of Boone on October 17, 2019, said annexation effective on February 1, 2020, and said annexation ordinance being recorded at Book 2058, Page 270 of the Watauga County Registry of Deeds; and

WHEREAS, the North Carolina Secretary of State has requested that the annexation ordinance be modified and adopted in an amended form in order to resolve what it deems to be an ambiguity in the legal description set forth in the afore-described annexation ordinance;

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, the Town Council of Town of Boone hereby approves, affirms and ratifies that the following described non-contiguous territory is annexed and made part of the Town of Boone effective as of February 1, 2020:

A parcel of land lying and being in New River Township, Watauga County, NC, and being a 10.009 acre portion of the Carroll NC Properties, LLC & Robert L. Idol, Jr. property as described in Record Book 1986, Page 477 of the Watauga County NC Public Registry, and being more particularly described and shown on the map in Plat Book 27, Page 245, Watauga County, and as follows:

Beginning at a computed point in Archie Carroll Road NCSR 1512 (50' R/W); said beginning point being located along the western boundary of the Denise Carroll parcel as described in Book of Records 1442 at page 791 Watauga County Registry; said beginning point also being located S10°02'00"W, 11.46' from an existing iron rod found at the northwest corner of said Denise Carroll parcel and being located along the northern margin of said NCSR 1512; thence from said beginning and with said Carroll western boundary S10°02'00"W, passing through an existing iron rods found at 26.15', 515.79', 189.71', 50.31' and continuing 123.32' for a total distance of 905.28' to an existing iron rod; said iron rod being located N10°02'00"E, 435.51' from an existing iron pipe found; thence leaving said Carroll western boundary N84°19'42"W, 524.61' to an existing iron rod located along the eastern boundary of the Carl Virginia parcel as described in Book of Records 89 at page 167 Watauga County Registry; said iron rod being located N10°05'23", 331.95' from an existing iron rod found; thence with the eastern boundary of said Virginia and the Robert Hollar parcel as described in Book of Records 1341 at page 66 Watauga County Registry N10°05'23"E, 122.0' to an existing iron pipe; N09°54'53"E, passing through an existing iron rod at 316.37', crossing another southern edge of said 45' wide right-of-way at 41.31', crossing a northern edge of said right-of-way at 47.26'; crossing another southern edge of said right-of-way at 26.21', crossing another northern edge of said right-of-way at 45.05'; crossing a western edge of said right-of-way at 131.39'; passing through an existing iron pipe at 14.00'; and continuing 30.50' for a total distance of 652.09' to a computed point within said NCSR 1512; thence with said NCSR 1512 the following three courses and distances: (1) S89°03'26"E, 161.84' to a computed point; (2) N73°51'34"E, 215.80' to a computed point; and (3) N83°37'06"E, 178.16' to the point of beginning and containing 10.009 acres as surveyed and computed by coordinate geometry by A. Brian Christie, PLS L-4265. Description dated 7/2/19.

Section 2. Upon and after February 1, 2020, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Boone and shall be entitled to the same privileges and benefits as other parts of the Town of Boone. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 3. The Mayor of the Town of Boone shall cause to be recorded in the office of the Register of Deeds of Watauga County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections as required by G.S. 163-288.1.

Adopted this 16th day of March, 2021.

Rennie Brantz, Mayor

ATTEST:

APPROVED AS TO FORM:

Nicole Harmon, Town Clerk

Allison Meade, Town Attorney

COUNCIL MATTERS**TOWN MANAGER UPDATE**

Mr. Ward updated Council on the following items:

1. Covid 19: 62 positive cases across the County, 30 of those associated with ASU. Within the last week, Mr. Ward noted that over 700 vaccinations had occurred on campus. Watauga County Board of Education recently voted to start back on its option A plan of four days in person learning per week.
2. Pursuant to G.S. 160-499.4 Notice Prior to Construction: The Public Works Department will begin installation of storm water infrastructure on Grove Street beginning the week of March 22nd. Once completed, curb & gutter and new sidewalk will be installed along this 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 with any questions or concerns.
3. Hunting Hills Slope Failure Easement: Staff has coordinated with 10 individuals to secure a permanent easement for the repair area needed for this project. We currently have funding to continue with geotechnical and slope stabilization design up to the construction bidding phase. Estimates for construction to complete this project are between \$75,000 and \$100,000.
4. Spring Litter Sweep: The North Carolina statewide spring litter sweep will take place this year April 10th through April 24th. Town residents will receive an additional free curbside pickup of collected debris (household junk/bulk items, yard debris or brush) beginning Monday, April 12th through Monday, April 26th. Simply phone the Public Works Department (828)268-6230 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, Telephone (828)268-6230 shannon.isaacs@townofboone.net
5. LED Streetlight Conversion: The Street Department has replaced 54 street lights over the last month and we're now over 50% conversion to LED. We have 110 fixtures on hand that we'll be working to replace in the coming months.
6. Greenhouse Gas Inventory: Staff has completed a full accounting of the total amount of power used by Town facilities and residents and businesses on both New River Light and Power and Blue Ridge Electric.
7. With the Town Council's participation, staff was able to communicate to AppalCART that the Town of Boone would be contributing and working with them on installing a new bus charger.
8. Trash Trout device will be delivered in the upcoming months and will be installed off of State Farm Road below the metal Greenway bridge at the Health Sciences Center. Staff hopes to do some interpretive exhibits as an educational outreach program.
9. Mr. Ward reported that a meeting was scheduled next week with New River Light and Power and Blue Ridge Electric regarding the potential for electric chargers on Howard Street in conjunction with the Howard Street project.
10. Deer population educational information: Mr. Ward shared a document which would soon be distributed in water bills to educate residents on the deer population and the impacts the animals had on neighborhoods.
11. Mr. Ward indicated that staff was exploring the possibility of rezoning the Rivers House property. He stated that the property was currently zoned R1 and was not in the proposed Historic District. Mr. Ward added

that staff would be applying for a certificate of appropriateness for this property, which would serve as a learning tool for staff.

12. Mr. Ward announced two new sporting leagues that would be coming to the area which would bring additional opportunities for events in the spring months.

13. Mr. Ward shared a draft of the Town of Boone diversity equity inclusion survey.

Mr. Furgiuele suggested that the survey ask participants specifically whether they live within the Town limits so responses could be sorted out from people who had an interest in Boone versus those that actually lived in Boone. Ms. Roseman suggested asking participants how often they used services within Boone and whether or not they worked in Boone.

14. Mr. Ward announced that the Town of Boone has received \$5.67 million in early appropriated COVID related funding. Mr. Furgiuele asked whether these funds could be utilized on the municipal complex project. Mr. Ward noted that this was his plan if the project was eligible.

TOWN ATTORNEY UPDATE

Ms. Meade reported that staff had obtained easements needed to continue with the slope repairs at the Hunting Hills bridge. She also noted that the update on Chapter 160 D was underway. Ms. Meade noted that she would be bringing an item to Council next month to discuss a possible update to the Comprehensive Plan.

Mayor Brantz declared a break at 8:12 p.m. Council reconvened at 8:27 p.m.

BOARD LIAISON REPORT

Mayor Pro-Tem Ulmer reported from the Cultural Resources Advisory Board that there were art exhibits on display at the Jones House. Ms. Roseman noted that there was discussion at the TDA meeting of working with a new advertising agency, as well as a Civil War trail in the area. She added that the Historical Preservation Commission had discussed several topics including the Junaluska marker ceremony, and the cemetery on ASU campus.

CONSIDERATION OF AUDIT CONTRACT

Upon a motion by Mayor Pro-Tem Ulmer, seconded by Ms. Roseman, Council voted unanimously to approve the audit contract as presented.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

The	Governing Board Town Council
of	Primary Government Unit (or charter holder) The Town of Boone
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name COMBS, TENNANT & CARPENTER, P.C.
	Auditor Address PO BOX 1098 BOONE, NC 28607

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Amy Davis	Finance Officer	amy.davis@townofboone.net

OR Not Applicable ☐ (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	The Town of Boone
Audit Fee	\$ 40,000
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 0
Writing Financial Statements	\$ 8,000
All Other Non-Attest Services	\$ 0
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 36,000.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

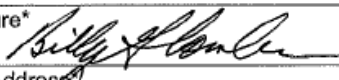
LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
COMBS, TENNANT & CARPENTER, P.C.	
Authorized Firm Representative (typed or printed)*	Signature*
Billy G. Combs, CPA	
Date*	Email Address*
12/30/20	billy@ctccpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
The Town of Boone	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address



Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*



LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2020

SIGNATURE PAGE – DPCU
(complete only if applicable)**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

Page 9

DOWNTOWN PROJECTS UPDATE- DISCUSSION AND POSSIBLE ACTION ON NEXT STEPS

Ms. Shook updated members on downtown projects and including revisions which were in the process of being made to the UDO in Articles 14, 15, 17 and 18. While Ms. Shook pulled up proposed website landing page for downtown projects, Mr. Ward announced that the Town of Boone had recently been named a Tree City USA by the Arbor Day Foundation. In regards to the webpage, Ms. Shook stated that the goal was for the public to review the projects and to be able to contact staff and potentially schedule appointments for further discussion if desired. She indicated that mailings would be the next step, and asked whether Council wanted staff to present the finished product at a joint meeting with the HPC, CAC and Council, or to Council alone toward the end of April. It was the consensus of Council to hold a joint meeting electronically on April 20 at 6 p.m.

PRESENTATION OF HAYES, BRYAN, GREENE CEMETERY RESEARCH

On behalf of the Historic Preservation Commission, Dr. Eric Plaag presented research on the Hayes, Brian, Greene Cemetery in Boone, along with a request for clarification of the Council request that the HPC consider whether the Town should undertake full or partial maintenance of cemeteries located inside the Town limits. Mr. Furguele stated that he was interested in guidelines for deciding whether the Town should take over the maintenance of cemeteries that would include an initial screening process. As for the Hayes, Bryan, Greene Cemetery, he suggested that permission be sought out from the owner to install a historical marker similar to the one installed on Rivers Street. Mr. Furguele felt that the first step should be to utilize staff and the Town Attorney to determine ownership of the property and to ensure the property was maintained. Mr. Furguele then made a motion to task the HPC with giving the Council screening guidelines with respect to private cemeteries. Ms. Roseman seconded the motion which carried unanimously.

Mr. Furguele made a second motion to authorize the Town Attorney to confer with Dr. Plaag and Phoebe Pollitt, and the entire HPC to the extent that it needed to be involved, to come up with other strategies for identifying and creating as much certainty as possible as to who had the authority to grant the right at the Hayes, Bryan, Greene Cemetery to authorize the posting of a Town historical marker in the same order as what was done for Rivers Street, and that while that process was going on, that as Ms. Davis and Mr. Ward work on next year's budget, that \$2,500 be set aside for the potential expenditure for a marker, and that the Historic Preservation Commission propose the language that should be included on the marker. Ms. Roseman seconded the motion which carried unanimously.

Ms. Roseman made a motion to task the Historical Preservation Commission to look into any and all cemeteries that lie within any portion of the Town limits and to have them logged and categorized and submitted back to Town Council by December 2021. Mr. Furguele seconded the motion and offered a friendly amendment that there be a target date of the end of the year, but that it not be an absolute deadline. Ms. Roseman accepted the amendment and the motion passed unanimously.

CONSIDERATION OF CONTRACT FOR WEBSITE UPDATE

Mr. Ward presented a contract with CivicPlus for Council's consideration for a website update. He stated that staff had researched different providers, and believed this to be the best option to achieve Council's requests for better communications with the public, fillable forms, and more. Mayor Brantz believed this to be critically important, since news outlets relied upon in the past were not as reliable anymore. Ms. Roseman asked if this request were approved, when the new website would be live. Mr. Ward indicated that the conversion was approximately a six month process. Mr. Furguele was in support of the website update, but asked members and staff to remember the need for press releases and a more effective flow of information in other forms as well. Upon a motion by Ms. LaPlaca, seconded by Mr. Hicks, the request was approved unanimously.

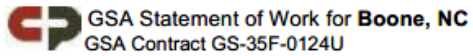


Contract Information

Contact Information

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		
		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	ST	Postal Code
Tax ID #	Sales Tax Exempt # Account	
Billing Terms Annual	Rep	
Info Required on Invoice (PO or Job #)		
Contract Contact		
		Email
Phone	Ext.	Fax
Project Contact		
		Email
Phone	Ext.	Fax

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**GSA CivicPlus Statement of Work**

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	20	\$2,717.20
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	22	\$2,892.56
Graphic Designer	\$109.57	36	\$3,944.52
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	20	\$2,191.40
Trainer	\$109.57	24	\$2,629.68
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	168	\$13,547.52
Subtotal			\$27,922.88
Discount			(\$2,972.87)
Total Fees Year 1			\$24,950.01

Project Development and Deployment

- First Year Annual Services (Initial CivicEngage upgrades, maintenance, support and hosting)
- Premium Implementation Services
- Up to 140 pages of content migrated
- 6x 4-Hour Virtual System Training Blocks
- 1x DNS Hosting
- 100x Agendas & Minutes Migration (PDF Format)
- 1x SSL Certificate – CP Provided

\$24,950.01**Total Fees Year 1 \$24,950.01**

Annual Services (Continuing CivicEngage Enhancements, Maintenance, Support and Hosting) \$4,725.00

*Billed 12 months from SOW signing***Total Annual Fees \$4,725.00***Subject to annual 5% increase*

1. Performance and payment under this Statement of Work ("SOW") by and between Boone, North Carolina ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Page 1 of 4

V. PD 06.01.2015-0048



GSA Statement of Work for Boone, NC
GSA Contract GS-35F-0124U

2. This SOW shall remain in effect for an initial term of one year (12 months) ("the SOW Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.
3. The Total Investment - Year 1 will be invoiced as follows:
 - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completion of CivicEngage Implementation (completion of training), the remaining seventy percent (70%) of the Total Investment Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 2 of service.
5. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
7. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

8. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
9. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all CustomerContent.
10. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

Intellectual Property

11. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
12. Except as otherwise required by applicable state, federal, or local laws, rules and regulations, Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

13. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW



GSA Statement of Work for Boone, NC
GSA Contract GS-35F-0124U

will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Indemnification

14. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this SOW, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this SOW. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
16. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
17. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.



GSA Statement of Work for **Boone, NC**
GSA Contract GS-35F-0124U

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this SOW.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

V. PD 06.01.2015-0048

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Page 4 of 4

CONSIDERATION OF ORDINANCE RE: APPOINTMENT TO COUNCIL VACANCY

Ms. Meade presented a draft ordinance regarding the appointment of members to vacant seats on the Town Council. She stated that the updates to Chapter 30 of the Town Code mainly addressed the minimum age and residency requirements for appointment to a Town Council vacancy, and believed that these were both required under the North Carolina constitution. In reference to the last clause, Mr. Furguele felt that a majority vote was not enough, and suggested a four fifths majority instead. He added that in terms of the deadline being established by the Town Clerk, the Clerk may not always be present to set a deadline. Mr. Furguele further suggested that the Clerk be authorized to establish a deadline if Council had not already set one. He also suggested the addition of a provision that would allow the alternative of appointing somebody as Mayor from the outside if no members were willing. Upon a motion by Mr. Furguele seconded by Mayor Pro-Tem Ulmer, Council approved the ordinance with the changes as discussed.

Ordinance # _____

**AN ORDINANCE TO AMEND THE TOWN OF BOONE
CODE OF ORDINANCES TO PRESRIIBE THE REQUIREMENTS FOR
APPOINTMENT TO A VACANCY ON THE TOWN COUNCIL
AND TO CLARIFY REQUIREMENTS AND PROCEDURES FOR OTHER
TOWN COUNCIL APPOINTMENTS**

WHEREAS, the Boone Town Council is resolved to clarify the requirements and qualifications for a citizen to be appointed to a vacancy on the Town Council, as well as the procedures that the Town Council should use in making such an appointment;

WHEREAS, the Boone Town Council also desires to clarify the requirements for appointment to other Town boards and committees;

WHEREAS, the Boone Town Council is authorized to adopt this ordinance pursuant to its inherent powers of self-governance and the provisions of the North Carolina General Statutes, including but not limited to N.C. Gen. Stat. §160A-60 and §160A-63;

NOW THEREFORE, BE IT ORDAINED BY THE BOONE TOWN COUNCIL THAT:

SECTION 1. Chapter 30, section 51 of the Boone Code of Ordinances is hereby amended as provided in the attached **Exhibit A** to this Ordinance, which is incorporated by reference.

SECTION 2. All provisions of any Town ordinance in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

SECTION 4. This Ordinance shall be effective immediately upon its adoption by Town Council.

Adopted this _____th day of _____, 2021

Rennie Brantz, Mayor

ATTEST: _____
Town Clerk

EXHIBIT A

§ 30.51 APPOINTMENTS.

(A) All appointments made by the Council shall be made in open session. The Council may not consider the qualifications, competence, performance, character, fitness, appointment or removal of a member of the Town Council or another body and may not consider or fill a vacancy among its own membership, except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

(B) *Appointments to Vacancies on Town Council.* A vacancy on Town Council shall be filled by the Council for the remainder of the unexpired terms.

(1) A candidate for appointment to a vacancy must complete and return to the Town Clerk an application for appointment, on a form approved by the Town Council and available from the town's website and the Town Clerk, by the application deadline established by the Town Council or the Town Clerk.

(2) To be qualified for appointment to a vacant Town Council position, a candidate must affirm the following on the application, under oath or by affirmation:

(a) The candidate is or will be 21 years of age as of the date of the application deadline; and

(b) The candidate resides within the town limits of Boone and has resided within the town limits of Boone for the 30 days prior to the application deadline, so that the candidate would have been qualified to vote in a Town of Boone municipal election had an election been held on the date of the application deadline.

(3) The Town Clerk shall reject any application in which the candidate fails to affirm that the candidate meets the requirements of the foregoing subsections (1) and (2) of this subdivision (B).

(4) Procedure for Appointment.

(a) Voting for appointment to a vacant Town Council position shall first proceed by the nomination and ballot method:

(i) The Mayor shall first open the floor to nominations. Nominations shall be made by Council members from the applicants properly before the Council, but a nomination shall require no "second." Once all nominations have been made, the names of nominees shall be put forward by the members and debated. Upon the conclusion of the debate, the Mayor shall propose each name in alphabetical order and the members shall cast their votes. A nominee receiving a majority of the votes cast shall be appointed.

(ii) Each Council member shall be entitled to one vote for each position. If there are more than two nominees and no person receives a majority of votes in the first vote, the applicant receiving the fewest votes shall be

excluded from further votes, and a second vote shall be taken. Unless excused from voting, each member of the Council must cast a vote in each round of voting. Voting rounds may continue in this fashion until a candidate receives a majority of the votes or only two candidates remain for consideration.

(b) In the event voting by nomination and ballot results in a dead-lock between two candidates, Council members shall proceed to vote by normal motion procedure as provided at §§ 30.10 – 30.13 herein.

(C) Vacancy in Office of Mayor. In case of a vacancy in the office of Mayor, the remaining members of the Council may appoint a successor for the unexpired term.

~~(B)~~(D) All Other Appointments. The Council shall use the following procedure to appoint individuals to various subordinate boards, commissions, task forces, advisory bodies or committees, but this shall not apply to the designation by the Council of one or more of its own members to participate or act as liaison to boards, commissions, task forces, advisory bodies, committees or other entities of its own creation or designation or appointment of one more of its own members to participate or act as liaison to other bodies not created by the town.

- (1) At least two months before any anticipated vacancy on any board, commission, task force, advisory body or committee (the "body") due to the expiration of a term, the department head staffing the body shall notify the Town Clerk of the expected vacancy. For vacancies created by resignation or removal for failed attendance, the department head shall notify the Town Clerk as soon as practical.
- (2) At least 20 days before the Town Council meeting when the action is to be taken, the Town Clerk shall cause to be published on the town's website notice of the vacancies on town boards, commissions, task forces, advisory bodies and committees for which appointments are contemplated, with the date when action on the appointments is expected. So long as the advertisements soliciting interest for an appointment to a body fully and accurately describe criteria for membership that applies to multiple appointments to that body, the Town Council may fill more than one position on the body from the applications which are received, without regard to the time the vacancy occurs.
- (3) Any person seeking appointment to a body, including individuals seeking reappointment to the body and student representatives to the body, must complete and submit to the Town Clerk an "Application for Appointment to a Board, Commission, Task Force, Advisory Body or Committee" on a form approved by the Town Council and available from the town's website and the Town Clerk.

~~(4) —~~

~~(5)~~(4) The Town Clerk shall include in the Board book for the meeting where the appointment shall be considered:

- (a) A copy of each timely application received for the appointment;
- (b) A current roster of the membership of the body in question, with terms shown; and

~~(e)~~ A copy of the selection criteria, if any, established under state law or town ordinance, such as the Unified Development Ordinance.

(c)

~~(6)~~(5) Should ~~the~~ an application be submitted too late for inclusion in the Board book, it shall be included in the Board book of the Council's regular meeting the following month. Unless a person's application is provided in the Board book, the person shall not be considered for the appointment, but this provision shall not prevent the Town Council from delaying appointment of the position in question until a later meeting.

(6) Except as ~~superceded~~ superseded by state law or otherwise directed by other town ordinance, a person must be 18 years or older to be eligible for appointment to a board.

(7) Except as superseded by state law or otherwise directed by other town ordinance, people who reside in the town shall generally be favored for appointment to town bodies over people who reside outside the town. However, when an applicant does not reside in the town, but has particular skills or experience that make appointment of that applicant desirable, the applicant may nevertheless be appointed.

(8) The Town Council shall generally avoid appointment of any one person to more than two bodies. In addition, no person other than a Town Council member shall be allowed to serve on more than three concurrently existing town bodies, including boards, commissions, task forces, advisory bodies, committees or other entities. Any person inadvertently appointed to more than three bodies shall be given an opportunity to resign from a sufficient number of bodies to meet this limit, but after notice, if the person fails to effectuate the resignations by notice to the Clerk within 30 days, the Town Council shall designate the bodies upon which the person shall continue to serve, and the designation shall operate to remove the person from all other bodies.

(9) Council member may request that applicants for a body be present at the Council meeting during which the appointment is expected to be made so that the applicant may be questioned by members of the Council as to the applicant's qualifications. Even if no request is made, it shall be proper for Council members to directly contact applicants to discuss the applicant's interest in and qualification for the appointment.

(10) At the meeting during which an appointment is to be made, the Mayor shall first open the floor to nominations. Nominations shall be made by Council members from the applicants properly before the Council, but a nomination shall require no "second". Once all nominations have been made, the names of nominees shall be put forward by the members and debated. Upon the conclusion of the debate, the Mayor shall propose each name in alphabetical order and the members shall cast their votes.

(11) Each Council member shall be entitled to one vote for each position, and when multiple appointments are made, each member cast each vote for a different nominee. Voting shall continue until a nominee receives a majority of the votes cast, whereupon that person shall be appointed. If more appointments are to be made and an insufficient number of nominees receives a majority of votes, there shall be successive votes until the requisite appointments are made by majority vote. In each successive vote, any persons receiving a majority of votes in the previous round and the applicant with the fewest votes from the previous vote shall be excluded from

further votes. If no person receives a majority of votes in the second vote, the applicant receiving the fewest votes in the second vote shall be excluded from further votes, and a third vote shall be taken. Unless excused from voting, each member of the Council must cast a vote in each round of voting.

~~(11)~~

(12) Members of a board, commission, task force, advisory body, committee and other entity (hereafter, "the body"), except in cases in which a particular term of service is specified, are appointed for the duration of the body. However, if the duration of the body is indefinite, unless the Town Council specifies a different term of membership, membership will be for three years and may be renewed for one additional three-year term. Unless otherwise specified by the Town Council, no person may serve on the body for more than six consecutive years, but a person may be reappointed to the body following a one-year period of non-membership. Unless the Town Council takes specific action to excuse the absences and reappoints a member of the body after being informed by the Town Clerk of the member's removal, a member shall be automatically removed for failure to attend three consecutive meetings or for failure to attend 50% of the meetings within any 12-month period. Absence due to sickness, death or other emergencies of like nature shall be recognized as excused absences, and shall not be included in the attendance calculations nor affect the member's status on the body; except that, in the event of a long illness or other cause for prolonged absence, the member shall be replaced. The Town Clerk shall notify any member who has been removed. In addition, a member of the Town Council may propose removal of a member for any cause related to the performance of official duties, but before removal on that basis, the member shall be given an opportunity to appear before the Town Council to address the issues involved.

~~(12)~~(13) Except for age and residency requirements, any of the foregoing provisions may be waived by a four-fifths majority vote of Council where deemed necessary in light of exigent circumstances. The Council recognizes that the urgency of filling such vacancies may vary depending upon the circumstances of the vacancy

CLOSED SESSION

Upon a motion by Mr. Furgiuele, seconded by Ms. Roseman, Council voted unanimously to enter into closed session at 10:15 p.m. pursuant to:

1. N.C. Gen. Stat. 143-31.11 (2)(1), to 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 of the lawsuits in which the Town of Boone is currently a party (i.e., involving as counter-parties: (i) Watauga County (Watauga County Superior Court), (ii) Traveler's Insurance (W.D.N.C. 5:20-cv-189), and/or (iii) Barry Mallatere (W.D.N.C. 5:18-cv00006)).

3. N.C. Gen. Stat. § 143.318.11 (a)(5), to establish, or to instruct the Pursuant to N.C. Gen. Stat. § 143.318.11 (a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (I) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease (PIN 2911-50-4269-000 and 2911-50-2341-000).

Upon a motion by Mayor Pro-Tem Ulmer, seconded by Mr. Hicks, Council voted unanimously to exit closed session at 11:25 p.m.

ADJOURNMENT

The meeting was adjourned at approximately 11:27 p.m.

Nicole Harmon, Town Clerk

Rennie Brantz, Mayor