

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
March 19, 2019**

CALL TO ORDER

A regular meeting of the Boone Town Council was held on Tuesday, March 19, 2019 at 6:00 p.m. in the Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Rennie Brantz presided. Council Members present included Mayor Pro-Tem Loretta Clawson, Lynne Mason, Sam Furguele, Connie Ulmer and Marshall Ashcraft. Staff present included Town Manager John Ward, Town Clerk Nicole Harmon, Public Works Director Rick Miller, Deputy Public Works Director Todd Moody, Planning Director Jane Shook, Cultural Resources Director Pilar Fotta and Police Chief Dana Crawford.

ANNOUNCEMENTS

Mayor Brantz announced the passing of former Boone Mayor Velma Burnley, and asked for a moment of silence in her honor. He then asked that anyone who wished to speak during the Public Comment period to please sign up.

TENTATIVE AGENDA ADOPTION

Mr. Ward noted the addition of a second public comment section which was added to the agenda in anticipation of a large turn-out of speakers regarding the proposed revisions to the N.C. Highway 105 Superstreet Plan.

Upon a motion by Ms. Mason, seconded by Mayor Pro-Tem Clawson, Council voted to approve the Tentative Agenda as presented.

VOTE:	Aye:	All
	Nay:	None

PUBLIC COMMENT

Danny Houck of the Ashe County Sheriff's Office, formerly of the Boone Police Department, approached Council to thank them for their support during his time employed at the Town of Boone. He asked members to take note of the competitive salaries offered at other departments when considering the FY19/20 budget.

Jeff Collins, Owner of Peabody's Beer and Wine on N.C. Highway 105 spoke regarding the revised superstreet plan. Mr. Collins began by stating that though he had been in touch with other business owners along the corridor, the opinions he was about to express were his own. He expressed that he believed that the NCDOT did not provide a comprehensive set of plans showing revisions to the original plan. He reminded Council that inaction on this matter would likely mean that the road would not be addressed for 10-15 years due in part to a lack of funding. Mr. Collins stated that he did not like the superstreet concept, but believed that based on the information provided by NCDOT, it would be the best option for Boone. He added that he believed construction on the project would greatly affect some businesses along the corridor, but believed it to be the best course of action. Mr. Furguele noted that each citizen he had spoken to was against the project. He added that he was disturbed by the attitude of the NCDOT in presenting an ultimatum and added that he would like to see additional options.

Rick Pedroni, owner of Casa Rustica on N.C. Highway 105 thanked Council for their support and for standing up to NCDOT against the superstreet project initially presented. He stated that he wished there were other options presented, but believed that time was of the essence. Mr. Pedroni felt that the new plan did not solve all the problems in the first plan but that he would stand behind Council whatever decision they made.

STATE OF LAW ENFORCEMENT PUBLIC FORUM

Police Chief Dana Crawford along with other members of the Police Department presented Council with a presentation entitled "Behind the Blue Lights". Chief Crawford noted that Boone was one of the first agencies in North Carolina to utilize body cameras on all patrol officers, and noted the extensive amount of training and education hours logged by officers. Lieutenant Chris Hatton commended the bridges that the department had worked hard at building to link officers with the immigrant communities in Boone. Yolanda Adams, Family Resource Coordinator at Watauga County Schools stated that the department had opened the door for increased communication and trust within the Latino community, and noted an upcoming self-defense class being hosted by the department for Latino women. She finished by announcing the upcoming Latino Fair at Watauga High School

on April 19, 2019 from 5:30 - 8:00 p.m. and invited Council to attend. Captain Andy LeBeau recognized the department for their efforts in striving toward diversity. Communications Director Kevin Hardy responded to a question raised by Mr. Furguele that the allowance of skateboards on sidewalks had not caused additional problems for staff, in that skateboarders were off the roads which reduced the number of related calls to the department. He further stated that the department did not have enough resources to police skateboard violations regularly and relied primarily on a complaint-based system. Lieutenant Bobby Creed stated that the department had strived to take action against using lethal force, and noted that officers attended annual firearms training which included de-escalation techniques, in addition to officers using their own money to purchase ammunition to practice firearm proficiency. Lt. Hatton stated that the department had dealt with opioid overdoses, but that they had not had any deaths as a result of opioid overdoses in the past year. He added that all officers had access to Narcan and were trained in its use. Discussion turned to the department and how they were working to lower their use of fossil fuels. Captain LeBeau felt that outside assistance was needed from people who had been trained in this area. He noted that the department had ordered two electric bicycles and that the department would like to do more bike patrol, since there was a perception that officers on bicycles were more approachable, but that there was not enough staff to do so. In response to a question submitted by Mr. Furguele, Chief Crawford noted that, though it was legal in other areas, marijuana was still an illegal substance in North Carolina, and that the department currently lacked the manpower to spend a great deal of time to seek and arrest marijuana users. Chief Crawford then invited District Attorney Seth Banks to speak on the question presented regarding the recent Court ruling regarding fines and forfeitures in criminal cases. Mr. Banks stated that his office was struggling with this issue, and that they were committed to following the law as it related to fines and forfeitures. Mayor Brantz opened the floor to public comment. Watauga Democrat reporter Thomas Sherrill asked how long body camera video footage was held in house. Sergeant Matt Stevens replied that videos were retained indefinitely since there was no way for staff to stratify which videos should be kept and which should be disposed of. Mayor Brantz asked about the department's relationship with ASUPD, with Sgt. Stevens answering that he believed the departments shared a great relationship, and that investigators from the two departments worked together often and well. Mr. Furguele inquired about camera malfunctions and what the consequences would be if an officer deliberately turned off his or her body camera. Sgt. Stevens stated that officers were guided by policy to turn the cameras on at the beginning of a situation, and confirmed that equipment had malfunctioned occasionally. Mr. Furguele stated that he had respect for the work of the department though he had posed all the questions for this forum. He added that with all the disturbing issues discussed in the news, he believed the Town of Boone would be remiss to not maintain an open discussion on the performance of the department. Mr. Furguele asked how many interns the department currently had, and what the diversity situation was in this program. He specifically asked whether the department had invited ideas from the Latino community about ways to diversify and recruit Latinos in the police force. Chief Crawford replied that the department was having difficulty recruiting anyone. He stated that they were only receiving 1 or 2 applications, where they used to receive 15 or 20 in the past. He and Capt. LeBeau stated that the department had a good relationship with the intern program coordinators at ASU. Mr. Furguele agreed that Boone officers had been building bridges with the local Latino community, but that the issue was not necessarily what was happening in Boone, but what was happening nationally. He commended the department for the strides they had made in this area, and asked that they be open to ways to make all people, documented or not, comfortable in reaching out to officers. Mr. Furguele then asked what the department's capacity for bike patrol was, with Capt. LeBeau answering that if a shift was fully staffed at five officers, they would potentially be able to place one officer on bike patrol, but that a full shift rarely occurred. He continued to say that officers were willing to do bike patrol and that training classes gathered a great deal of interest. Discussion turned to the use of excessive force used by police officers in other parts of the Country. Chief Crawford felt that there was no acceptable amount of bullets used in such situations, but that when an officer was in a situation and felt his or her life was in jeopardy, they would try to protect lives, including their own, by whatever means necessary. He stated that in situations where excessive lethal force was used, people failed to take into account that there were often multiple officers firing multiple bullets at the same target. Ms. Ulmer expressed that she felt that the media had created a generation of fear, and tried to steer the conversation away from the negativity often seen on the news. Ms. Mason stated that she believed this forum to be educational for Council Members, and that she hoped it was beneficial to the community. Mayor Brantz thanked the department for their work and added that he hoped that this would become an annual event. Mayor Pro-Tem Clawson stated that she appreciated the police department and that they made her proud to live in Boone. She also thanked the Latino community and Marge McKinney for attending the event. Mr. Ashcraft echoed the praise from others. Mr. Furguele stated that he believed the forum was positive and that although he had great confidence in the Boone Police Department, that others may not share the same feelings, and that he believed the forum helped to make officers seem more human.

A complete copy of the presentation is available to view online at <http://boonenc.iqm2.com/Citizens/Default.aspx>

Mayor Brantz declared a break at 7:54 p.m. Council reconvened at 8:05 p.m.

PUBLIC COMMENT

No one was signed up to speak during the second public comment period.

COUNCIL MATTERS

CONSIDERATION OF APPROVAL OF LETTER OF SUPPORT FOR APPALCART

Mr. Ward stated that staff was contacted by AppalCART representatives to ask for assistance in recovering funding which had been taken away from them at the State level. Ms. Mason and Mr. Furguele expressed concerns with the letter of support included in the packet, to which Mr. Ward noted that the letter was simply a sample provided by AppalCART and could be altered. Mr. Furguele asked that references to other communities be stricken, the word "expand" be changed to "maintain" and that a citation be made in the last paragraph regarding the positive impact of a viable public transportation system. Mr. Ashcraft suggested that the word "restore" be added to read "...restore this critical funding...". Upon a motion by Mr. Furguele, seconded by Mayor Pro-Tem Clawson, Council voted to adopt the letter of support as amended. Ms. Ulmer asked that a statement be added as to why the AppalCART was a huge asset. Mr. Furguele and Mayor Pro-Tem Clawson accepted this amendment.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Sam Furguele, Council Member
SECONDER:	Loretta Clawson, Mayor Pro-Tem
AYES:	Mason, Clawson, Furguele, Ulmer, Ashcraft

DISCUSSION REGARDING POST OFFICE REPAIR AND MAINTENANCE EXPENDITURE

Cultural Resources Director Pilar Fotta approached Council to ensure they were agreeable to the department shifting funds previously allocated for the protective screen over the mural at the Downtown Post Office to instead building shelves for mailing materials located in the lobby. Other projects that would be funded included the repair of water damage on the walls and the repainting of plaster; buffing and cleaning floors; striping and refinishing tables and adding the memorial plaque for Stacy Eggers, Jr.; purchase of a new entry mat, new light bulbs and a new clock. Ms. Fotta indicated the total amount for these upgrades was approximately \$5,825. Upon a motion by Mayor Pro-Tem Clawson, seconded by Mr. Ashcraft, Council voted to approve the expenditures as outlined by Ms. Fotta. Mr. Furguele asked whether staff had discussed upgrading the fixtures with Post Office employees. Ms. Fotta indicated that staff had discussed the upgrades and that staff would also be building frames for informational posters. Ms. Meade added that it appeared to her that the water damage was a result of an issue with the exterior flashing on the building. Ms. Fotta confirmed this and stated that Public Works staff had addressed the issue.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Loretta Clawson, Mayor Pro-Tem
SECONDER:	Marshall Ashcraft, Council Member
AYES:	Mason, Clawson, Furguele, Ulmer, Ashcraft

DISCUSSION REGARDING THE WATER INTAKE BARN QUILT PROJECT

Ms. Fotta asked that Council consider the large size of the proposed barn quilt at the water intake site, and indicated that due to the shape of the structure, this quilt would need to be rectangular in size, rather than square. She suggested that Council consider using reclaimed wood from the collapsed barn on the property to

construct a natural-looking American flag on each side of the water intake structure. Ms. Fotta felt that expecting an artist to make two large pieces of art with no pay is not realistic and unfair. She stated that she had been in contact with an artist named Cheryl Prisco, who had quoted \$10,000 for both flags, and noted that other artists would typically charge \$20,000 per flag. Mr. Furgiuele was in support of this suggestion, and asked whether a bid process would be required for this. Mr. Ward indicated that staff would work together to make sure all financial requirements were met. Public Works Director Rick Miller clarified that the barn being discussed was the original barn on the Cooper farm that had collapsed under the weight of snow this winter. He added that he had contacted Randy Cooper, who seemed open to the idea, but that he wanted to get approval from the other two Cooper siblings before proceeding. Mr. Miller indicated that wood could be procured elsewhere if needed. Ms. Fotta clarified that her recommendation was to commission Cheryl Prisco to prepare two large flags from the old barn wood (if possible) and that the funding for the project would come from the water and sewer fund. She proposed that staff would assist in the harvesting of materials, and suggested that Council allow staff and/or the artist the flexibility to alter the tone of the colors used on the flag as needed in order to fit in with the surroundings. Mr. Furgiuele made a motion to accept Ms. Fotta's recommendations. Ms. Mason seconded the motion. Ms. Ulmer expressed concern with possible vandalism in the area. Mr. Ward indicated that the area was constantly monitored. Ms. Fotta reiterated that staff would be sure to follow all bidding and financial regulations.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Sam Furgiuele, Council Member
SECONDER:	Lynne Mason, Council Member
AYES:	Mason, Clawson, Furgiuele, Ulmer, Ashcraft

AWARD OF BID - CONTRACTED SERVICES FOR MOWING

Upon a motion by Ms. Mason, seconded by Ms. Ulmer, Council voted to approve the contract for mowing services as presented.

Town of Boone**MOWING SERVICES – REQUEST FOR BIDS AND INSTRUCTIONS TO BIDDERS**

The Town of Boone is accepting bids for mowing services at various locations in the Town. The services are to include mowing, incidental trimming and weed eating, and removal of clippings.

The Town reserves the right to accept and/or reject any and all bids or to award multiple contracts as may be deemed in the best interest of the Town.

The Town of Boone does not discriminate based on race, religion, color, sex, national origin, age or disability.

The services required and applicable terms and conditions are as set forth in the following proposed form of contract.

Form of Bid and Submittal

Bidders shall submit the following documents. Incomplete submissions will not be considered.

- o Town of Boone Mowing Bid Form A
- o Statement of Qualifications (*attached to these bidding instructions*)
- o Non-Collusion Affidavit of Prime Bidder

Sealed bids are due by 2:00 p.m. Friday, February 15, 2019. Bids may be submitted to Town of Boone, 321 E. King Street, Boone, NC, 28607. Bids shall be marked "Mowing Contract."

Bid opening will take place at 2:00 p.m. Friday, February 15, 2019 at the Town of Boone Public Works Conference Room, 321 E. King Street, Boone, NC 28607.

~~PROPOSED~~ CONTRACT FOR MOWING SERVICES

This Agreement is made between the Town of Boone, a North Carolina municipal corporation ("Town") and Clean Cut Landscaping & Lawn Maintenance, LLC a Limited Liability company incorporated in North Carolina ("Contractor"). Both parties agree to the terms and conditions set forth below.

1. Scope of Work:

Contractor shall provide all labor, equipment, fuel, tools, materials, supervisors, licensing and incidentals necessary to provide safe and effective mowing services for the Town of Boone, to include mowing, trimming (including hand-trimming around signs, trees, and sidewalks),

and removal of clippings from sidewalks, roads and mulch beds. The contractor shall provide these services at regular frequencies at the locations and service levels as follows:

<u>LOCATION</u>	<u>MOWING AND TRIMMING FREQUENCY</u>	<u>HEIGHT</u>
Boone Cemetery 678 Howard St	Once per week	3"
Clawson – Burnley Park 355 Hunting Hills Ln	Once per week	3"
Greenway Trail	Once per week	3"

The areas to be mowed are as further detailed on the maps attached to the Request for Bids. The contract mowing season will begin April 1st and end on November 15th of each year.

2. Contract Term

The contract term shall begin April 1, 2019 and continue until March 31, 2022. This contract may be renewed for an additional twenty-four months if mutually agreed upon by both parties.

3. Performance Requirements

- i. Contractor's equipment shall meet OSHA and VOSHA standards.
- ii. All work shall be performed during daylight hours. Daylight hours shall be defined as one hour after sun-up and one hour prior to sundown.
- iii. During the execution of work, the Facilities Maintenance Superintendent will have the authority to suspend the work fully or in part as deemed necessary due to unsuitable weather, conditions unsuitable for the execution of work, the failure of Contractor to correct unsafe conditions for workers and/or general public, or for any other reasons deemed to be in the Town's or the public's best interest.
- iv. All work shall be performed according to the standard of industry and to the complete satisfaction of the Facilities Maintenance Superintendent.
- v. Grass is to be cut to a uniform height approximately 3" from ground surface or as instructed by the Facilities Maintenance Superintendent.
- vi. Litter shall be removed in areas to be mowed prior to mowing.
- vii. All grass clippings are to be blown/swept from paved/concrete surfaces.
- viii. Personnel used by the contractor shall be properly trained and qualified to perform work.
- ix. Contractor shall be responsible for the conduct of all personnel while on the jobsite.
- x. Contractor shall provide all personnel with safety supplies and equipment which shall include, but not limited to safety hats, vests, eye protection, etc. Contractor shall ensure that all personnel wear the appropriate safety clothing and use appropriate safety supplies and equipment while on the job site in accordance with OSHA regulations.
- xi. Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of the contractor shall be repaired at the sole expense of the contractor.
- xii. Contractor shall furnish a completed W-9 and any other documentation or information required by the Town of Boone Finance Director.

4. Contract amount, payments, and adjustments

The total contract sum for annual service is not to exceed thirty-five thousand dollars (\$35,000.00) for services provided per "Bid Form A," except that prices may be adjusted upwards each subsequent year by 1.5% to account for inflation.

Change Orders for additional work may be requested by Contractor or the Town, but must be approved by the Town Manager in writing prior to the commencement of any additional work. A "Weekly Mowing Log" shall be submitted weekly to the Facilities Maintenance Superintendent for the purpose of documenting Contractor's work. The Contractor shall apply for payment prior to the tenth of each month. Applications for payment shall be calculated by the rates listed in "Bid Form A" adjusted appropriately to reflect the Contractor's work. Payments by the Town to the Contractor shall be disbursed within 30 calendar days of invoice receipt for payment.

The Town specifically reserves the right to decrease the scope of services performed under this contract, whether by removing locations to be serviced, reducing the frequency of service, or otherwise. In the event of such adjustments, payments to Contractor will be reduced consistent with Bid Form A and in proportion to the reduced scope of services. In no event will the Town be obliged to pay for any services other than those services the Town has requested and have been performed by Contractor.

5. Liability and Insurance

Contractor shall bear all risks and liabilities for any damage to person or property that may be caused by or arise from Contractor's performance of this contract. Contractor shall indemnify and hold harmless Town of Boone, its officials, officers, agents, employees and volunteers, from any and all claims for personal injury, death and/or property damage, including all costs and expenses of investigation and litigation, including reasonable attorney fees and court costs, arising out of any claims or suits based upon or arising from the omissions, or negligent acts of Contractor, including any of its representatives, agents and employees.

Contractor shall be insured as follows:

- General Liability- No less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. General aggregate limit shall apply separately to each project/location and limit shall not be less than the required occurrence limit.
- Auto Liability- No less than \$1,000,000 per occurrence and \$2,000,000 aggregate being the preferred limit per occurrence combined single limit per accident per for bodily injury and property damage.
- Workers Compensation as required by North Carolina law.

The Town of Boone shall be listed as "Additional Insured" on each policy, with the provision that the Town must be notified at least 10 business days prior to any cancellation or reduction of coverage.

Contractor shall furnish the Town with certificates of insurance and with original endorsements. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and/or endorsements are to be provided to the Town on standard form.

6. Independent Contractor

Contractor's relationship with the Town shall at all times be that of an independent vendor. This Agreement shall not be construed to designate Contractor or any of its officers or employees as employees or agents of the Town.

7. Termination

The Town, upon written notice to Contractor, may terminate this Agreement if the Town, in its sole discretion, deems Contractor's performance unsatisfactory. Additionally, this Agreement may be terminated if funding becomes unavailable.

8. No Assignment

Contractor shall not assign, transfer or delegate any of its interest in this Agreement or any of its respective rights or obligations hereunder without the prior written permission of the Town of Boone, and any such attempted assignment or transfer is void.

9. Miscellaneous Provisions

- i. This Agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice in Watauga County, except that this subsection shall not apply to subsequent actions to enforce a judgment entered in an action heard pursuant to this subsection.
- ii. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- iii. Nothing contained in this Agreement shall be deemed or construed to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- iv. If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

This is the 14 day of February, 2019.

TOWN OF BOONE

By: _____
John Ward, III
Town Manager
Boone Town Hall
567 W. King Street
Boone, NC 28607

CONTRACTOR

By: [Signature]
Jared P. Dorell
Owner / President
Clean Cut Landscaping & Lawn
PO Box 2082 Boone, NC 28607

This instrument has been preaudited in the manner Required by the
Local Government Budget and Fiscal Control Act.

Date: _____

Finance Director

ATTACHMENT S

**** NON-COLLUSION AFFIDAVIT OF PRIME BIDDER ****THE STATE OF North CarolinaCOUNTY OF WataugaSared Presnell (print-type name), being first duly sworn, deposes and says that:

1. He/she is the Owner / President (owner, partner, officer, representative, or agent) of Clean Cut Landscaping & Lawn, LLC, the Bidder that has submitted the attached Bid:
2. He/she is fully informed respecting the preparation and contents of the attached Bid
3. Such Bid is genuine and is not a collusive or sham bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the AGENCY or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties on interest, including this affiant.

[Signature] Owner / President
Signature Title

THE STATE OF North CarolinaCOUNTY OF Watauga

Before Me, the undersigned authority, a Notary Public in and for Watauga County, on this day personally appeared Sared Presnell known to me to be the persons whose names are subscribed to the foregoing instruments, and acknowledged to me that they executed same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 15th day of February,
A.D., 2019.

Seal



Grace Ann Nelson
Notary Public Signature

my Commission Expires:
PLEASE SIGN AND RETURN WITH BID march 12, 2023

Town of Boone
Mowing Bid Form "A"

<u>Location</u>	<u>Mowing Frequency</u>	<u>Height</u>	<u>Trimming Frequency</u>	<u>Leaf Removal</u>	<u>Cost per Mowing</u>	<u>Estimated Mowings</u>	<u>Total Cost</u>
Boone Cemetery 678 Howard St	B	3"	B	None	\$ 235.00	33	\$7,755.00
Clawson – Burnley Park 355 Hunting Hills Ln	B	3"	B	None	\$ 175.00	33	\$5,775.00
Greenway Trail	B	3"	B	None	\$ 345.00	33	\$11,385.00

Grand Total	\$ 24,915.00
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<u>LEGEND</u>		
	A	Two mowings/Week
	B	One mowing/Week
	C	One mowing every ten days
	D	One mowing/Month

Company: Clean Cut Landscaping + Lawn
 Contact: Jared Presnell
 Signature: [Signature]
 Date: 2/14/19

STATEMENT OF QUALIFICATIONSNumber of years engaged in landscape maintenance: 10

Client References (Please give contact information):

	Name	Telephone Number
1.	Jerry Enos	336-408-5096
2.	Larry Tyree	941-993-5179
3.	Dane Miller	954-621-8500

Number of full-time personnel: 2/3Number of part-time personnel: 3/4List of equipment in good repair that will be used for the completion of this contract. Please list the condition, type, model and age of the **contractor owned equipment**.Exmark Turf Tracer (2) - 2 yrs Old - Great conditionScag Turf Tiger - 1 yr Old - Great ConditionStihl line Trimmers - NewStihl Blowers - New

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lynne Mason, Council Member
SECONDER:	Connie Ulmer, Council Member
AYES:	Mason, Clawson, Furguele, Ulmer, Ashcraft

AWARD OF BID - DOWNTOWN SIDEWALK INSTALLATION

Public Works Deputy Director Todd Moody presented a request for Council to consider awarding the bid for the installation of a sidewalk from Depot Street to Water Street (pending final contract review by the Town Attorney) to Greene Construction in the amount of \$27.90 per square foot. Mr. Furguele confirmed with Mr. Moody that this was the same company that installed the sidewalk in front of Mast General Store, and stated that he believed that particular sidewalk had failed several times and that pedestrians tripped over the uneven partitions frequently. Mr. Moody stated that the area in front of Mast General Store was the first brick installation downtown, and that it was on a sand base. He further clarified that sidewalks were now constructed on a concrete base and added that he had no concerns with the quality of work by Greene Construction. In response to a question raised by Mr. Furguele, Mr. Ward stated that the funding for this project would come from the Downtown Boone Development Association streetscape fund, and that a budget amendment would be presented on Thursday for Council's consideration. Mr. Furguele confirmed with Mr. Ward that the sidewalks at the recently demolished Wade Brown office building and the new building at the Marketplace would not be installed by the Town. Mayor Brantz asked whether Greene Construction would perform the same tasks as noted in the other companies' proposals. Mr. Moody indicated that the Town preferred to remove and reinstall their own signs and parking meters. Ms. Meade clarified that all the applicants were bidding on the same specifications, even though some bid sheets were more detailed. Ms. Mason made a motion, which was seconded by Mr. Ashcraft to award the bid for downtown sidewalk construction to Greene Construction as presented, with the stipulation that Green Construction follow the bidding documents as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lynne Mason, Council Member
SECONDER:	Marshall Ashcraft, Council Member
AYES:	Mason, Clawson, Furguele, Ulmer, Ashcraft

CONSIDERATION OF APPROVAL OF LEASE - BONNIE JEAN BROWN (PUBLIC WORKS PARKING)

Council was asked to consider approval of a lease between the Town of Boone and Bonnie Jean Brown for the parking lot behind the Public Works building which was used by staff. Mr. Miller noted that the proposed lease included a \$250 per year increase and that the lease ran until 2022. Mr. Furguele asked whether the entire parking lot was being utilized, to which Mr. Miller responded that the Town had 25 spaces set aside for staff, with 12-14 employees regularly parking there. He added that half the lot was sublet to the neighboring apartment complex. Mr. Furguele then inquired whether the proposed lease was the same lease that had previously been in place. Ms. Meade responded that the current lease was drafted before her time with the Town and that she added that 90-day termination clause. Mr. Furguele expressed concern with the 90-day termination clause due to the fact that there could be development in the area in the future and that these people may be willing to pay a higher price than the Town for the use of the parking lot, leading to early termination of the Town's right to use the lot. Ms. Meade stated that the reason she added that 90-day termination clause was so that the Town would have the option to terminate the lease if the new Municipal Complex was completed before the lease expired and that she felt the lessor should have the same protections as the lessee. Mr. Miller felt that staff had a good relationship with the lessor and that the Town helped them with maintenance on the property, but that he had no way of knowing whether or not the lessor would terminate the lease for more pay. He further noted that the current contract expired at the end of the month. Mr. Furguele stated that he supported the lease, but asked that staff have conversation with Ms. Brown to see if she would consider better protections for the Town. Mayor Pro-Tem Clawson made a motion to approve the lease, with Ms. Mason seconding. Mr. Furguele offered a friendly amendment to the motion to request that there be conversation with Ms. Brown

about amending the lease to give the Town more protection. Ms. Meade felt that the lessor may be unwilling to give up their right to early termination, while allowing the Town to maintain that protection. Mr. Furgiuele added that he would be agreeable to the Town's early termination clause to be restricted to only the situation in which the new municipal complex was ready for occupancy prior to the expiration of the lease. Mr. Ashcraft asked that staff report back on the outcome of discussion with the lessor, but asked that staff move forward with the contract. These amendments were accepted.

BONNIE JEAN BROWN – TOWN OF BOONE LEASE**LEASE AGREEMENT**

STATE OF NORTH CAROLINA
WATAUGA COUNTY

This Lease Agreement, made and entered into this 1st day of April 2019, by and between Bonnie Jean Brown, of Jackson County, Missouri, party of the first part, hereinafter call Lessor, and Town of Boone, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina, party of the second part, hereinafter call Lessee;

WITNESSETH:

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

For a term of three (3) years beginning on the 1st day of April 2019 and ending on the last day of March 2022. The increase of the annual rent will be changed to an additional \$250.00 per year.

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

From April 1, 2019 to March 31, 2020 the sum of \$10,250.00
From April 1, 2020 to March 31, 2021 the sum of \$10,500.00
From April 1, 2021 to March 31, 2022 the sum of \$10,750.00

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

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

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

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

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

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

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

LESSOR: Bonnie J. Brown
Bonnie Jean Brown

LESSEE: Rennie Brantz
Mayor Rennie Brantz

ATTEST: Nicole Harmon
Town Clerk

STATE OF MISSOURI

COUNTY OF Jackson

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

[Signature]
NOTARY PUBLIC

My Commission expires: 04/29/2019

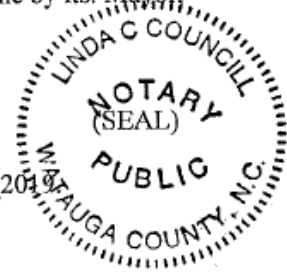
Robert L. Preston Jr
Notary Public-Notary Seal
State of Missouri-Jackson County
Commission # 15786075
My Commission Expires Apr 29, 2019

STATE OF NORTH CAROLINA
WATAUGA COUNTY

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

Witness my hand and official seal, this the 21st day of March 2019

Linda C. Council
Notary Public



My commission expires: 6-16-2020

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Loretta Clawson, Mayor Pro-Tem
SECONDER:	Lynne Mason, Council Member
AYES:	Mason, Clawson, Furgieuele, Ulmer, Ashcraft

APPROVAL OF ON-CALL ENGINEER SERVICE FIRM RENEWALS/EXTENSIONS

Mr. Miller and Mr. Moody presented a request for Council to consider regarding contract renewals and extensions for the Town's on-call engineering firms. In response to a question raised by Mr. Furgieuele, Ms. Meade responded that she reviewed the initial contracts with the two engineering firms in question. Mr. Furgieuele asked that staff inform Council if the student intern rate was ever charged to the Town, since it was very costly. After brief discussion, Mr. Furgieuele made a motion to approve the on-call engineer service firm renewals and extensions as presented. Mayor Pro-Tem Clawson seconded the motion. It was noted that the other three engineer agreements extended automatically, with Ms. Meade noting that she would like to review these agreements at some point.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL
SERVICES BETWEEN THE TOWN OF BOONE AND
DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

ON CALL SERVICES AGREEMENT signed by the parties the 18th day of February, 2016, is hereby AMENDED as follows:

The Town exercises the option in accordance with Article 3 Term; Times for Rendering Services to extend the Agreement for two additional years. This Amendment also serves as a Notice of Renewal Letter extending the Professional Services Agreement for On-Call Services to February 18, 2021.

It is expressly agreed by the parties that this Agreement is supplemental to the Agreement of February 18, 2016, which is made a part by reference, and all terms, conditions, and provisions of the original contract, unless specifically modified, are to apply to this Agreement and are made a part of this Agreement as though expressly rewritten, incorporated, and included herein.

In witness whereof the parties hereto have executed this Agreement in triplicate originals, with the appropriate corporate seal affixed hereto, this the ____ day of _____, 2019.

CONTRACT SIGNATURE AUTHORIZATION FORM

Project: Professional Services Contract Extension for On-Call Services

Vendor: DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

Department: Town of Boone Public Works

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed on the day and year first above written.

DAVIS-MARTIN-POWELL & ASSOCIATES, INC.

By: Title: PresidentAttest: Title: Vice President

TOWN OF BOONE

Recommended by:

Public Works Director

Approved by:

Town Manager

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

Finance Officer

Approved as to form by:

Town Attorney

Attest:

Town Clerk



March 6, 2019

Mr. Todd Moody
Deputy Public Works Director
Town of Boone
321 East King Street
Boone, NC 28607

**RE: Written Request to Extend Current On-Call Services Agreement
For Additional Two Year Period Effective April 27, 2019**

Dear Todd,

Stewart is pleased to submit this letter of request to the Town of Boone for consideration and approval.

Stewart, Inc. currently has an Agreement with the Town of Boone for On-Call Professional Services for Engineering Design that will end on April 26, 2019. Article 3, Section 3.01B of the Agreement states that the Agreement may be extended or renewed, with or without changes, by written instrument establishing a new term.

With this letter, Stewart, Inc. respectfully requests that the Town of Boone extend our current On-Call Professional Services Agreement for an additional two year period. The new term of the extension will begin on April 27, 2019 and end on April 27, 2021. The only change to the Agreement will be to amend Exhibit C, Appendix 1 and Appendix 2 to reflect the current 2019 rate schedules for Stewart, Inc. and for our subconsultant Gavel & Dorn Engineering, PLLC respectively. Attached to this letter is the amended Exhibit C, Appendix 1 and 2 which reflect the 2019 rate schedules.

Upon approval by the Town of Boone, please return a signed copy of this request to Stewart. We look forward to providing professional services to the Town of Boone for an additional two years.

Respectfully submitted:

STEWART

Jeff D. Oden, PE
Studio Leader, Civil Engineering
Principal, Vice President

Approved by: _____

Date signed: _____

Print Name: _____

Title: _____

Attachment – Exhibit C, Appendix 1 and Appendix 2 of the Agreement

STRONGER BY DESIGN

101 North Tryon Street
Suite 1400

Charlotte, NC 704. 334. 7925
28202 F 704. 334. 7926

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Sam Furgiuele, Council Member
SECONDER:	Loretta Clawson, Mayor Pro-Tem
AYES:	Mason, Clawson, Furgiuele, Ulmer, Ashcraft

CONSIDERATION OF "CLEAN-UP" CHANGES TO CHAPTER 72 (PARKING REGULATIONS)

Following brief discussion regarding parking at the Greenway loop lot, Ms. Mason made a motion to approve the changes to Chapter 72 as presented. Mayor Pro-Tem Clawson seconded the motion.

§ 70.99 PENALTY.

(A) *General.* Except as specifically provided at division (B) of this section, any violation of this title is subject to a civil penalty only and shall not constitute a criminal infraction. Unless specifically provided at division (C) below or elsewhere in this title, whoever violates any provisions of this title shall be subject to the penalty provisions in § [10.99](#).

(B) *Criminal penalties.* Any violation of the following sections shall constitute an infraction, punishable by a fine of not more than \$50: §§ [71.01](#) through [71.07](#), [Ch. 74, Schedules V, VII, VIII and IX](#). A violation of § [72.09](#) shall constitute a Class 3 misdemeanor and shall be subject to a fine of not more than \$500.

(G.S. § 14-4(b))

(C) *Civil penalties.*

(1) Any violation of the sections of this title set forth below shall subject the offender to those civil penalties hereinafter enumerated. Civil penalties that are not voluntarily paid by the violator may be recovered by the town a civil action in the nature of a debt.

(2) Whenever a member of the Police Department or other person authorized with the enforcement of the provisions of this title regulating the parking of vehicles shall find that any of those provisions are being or have been violated by the owner or operator of the vehicle, the officer or person shall notify the owner or operator of the vehicle of the violation by conspicuously attaching to the vehicle a parking violation notice or citation in a form as the Administrator may direct.

(3) The following civil penalties shall be imposed for violations of sections of this title set forth below. Payment of the penalty shall be due within 30 days after issuance of the notice or citation for the violation.

(a) Any violation of the following sections shall subject the offender to a penalty of \$12: §§ [72.01](#)(A)(1), (A)(3) through (A)(5), (A)(7) through (A)(12), and (A)(15) through (A)(19); [72.01](#)(C); [72.02](#); [72.05](#) through [72.07](#)

(b) Any violation of the following sections shall subject the offender to a penalty of \$20: §§ [72.01](#)(A)(6); [72.01](#)(A)(14) and (A)(19) through (A)(21); any section for which a penalty is not otherwise specifically provided in this Title

(c) Any violation of the following sections shall subject the offender to a penalty of \$30: § [72.04](#).

(d) Any violation of the following sections shall subject the offender to a penalty of \$50: §§ [70.05](#)(C); [71.08](#); [71.09](#)(A) and (B); [71.10](#)(A), (B), (C) and (D); [72.01](#)(A)(2).

(e) Any violation of the following sections shall subject the offender to a penalty of \$100: § [72.01](#)(A)(13).

(4) A civil penalty of \$20, in addition to the one imposed pursuant to division (C)(3) above, shall be imposed in those cases in which the penalty prescribed in division (C)(3) above has not been paid within the designated 30-day period. In the event it is necessary for the town to institute a civil action to collect any civil penalty, the violator shall be responsible for all court costs and attorney's fees incurred by the town.

(5) The first violation of § 71.11(B)(2), (3) or (4) shall be dismissed if the person charged submits proof within ten days that equipment meeting the standards in § 71.11(B)(2), (3) or (4) has been acquired for use by the operator or passenger. Otherwise, any violation of § 71.11(B)(2), (3) or (4) is punishable by a civil penalty in the amount of \$50, plus court costs.

(6) All civil penalties paid to the town, as herein provided, shall be paid into the General Fund of the town unless for an infraction listed 70.99(B).

Boone, NC Code of Ordinances

CHAPTER 72: PARKING REGULATIONS

Section

- 72.01 Parking prohibited in certain locations
- 72.02 Parking prohibited for certain purposes
- 72.03 Snow emergency zones
- 72.04 Loading and unloading zones
- 72.05 School loading zones
- 72.06 Commercial loading zones
- 72.07 Public carrier loading zones
- 72.08 Parking in Town Parks
- 72.09 Using slugs or substitutes, tampering with or injuring parking meters

§ 72.01 PARKING PROHIBITED IN CERTAIN LOCATIONS.

(A) Parking is prohibited in the following locations. No traffic-control devices are required. No person may park any vehicle or permit it to stand in any or the following locations:

- (1) As provided in G.S. § 20-162, in front of a private driveway;
- (2) As provided in G.S. § 20-162, within 15 feet of either direction of a fire hydrant (whether or not located in a public right-of-way) or the entrance to a fire station; or a designated fire lane;
- (3) As provided in G.S. § 20-162, within 15 feet of the intersection of curb lines or if none, then within 15 feet of the intersection of property lines at an intersection of highways;
- (4) Within an intersection or on a marked crosswalk;
- (5) Within 30 feet of any traffic-control signal or device installed at an intersection, regardless of whether the vehicle is located within or outside of the public right-of-way;
- (6) On a sidewalk or on the space between the sidewalk and the curb;
- (7) In any portion of a roadway intended to carry traffic at the time the vehicle is parked or left standing;
- (8) On the roadway side of any vehicle stopped, standing or parked at the edge of a curb or street;
- (9) Alongside or opposite any street excavation or obstruction when the parking or standing would obstruct traffic;
- (10) Upon any bridge, overpass or other elevated structure or within any tunnel or other underpass structure;
- (11) Within 50 feet of the nearest rail of a railroad crossing;
- (12) In any alley or private road in a manner or under conditions as to leave available less than ten feet of the width of the roadway for the free movement of vehicular travel or to block the driveway entrance to any abutting property;
- (13) In any parking space clearly marked as reserved for the handicapped, whether on public or private property, unless the driver of or a passenger in the vehicle is handicapped;
- (14) In a leased parking space without a leased parking sticker;
- (15) In any metered space without making proper payment therefor;
- (16) In any space in a town-owned parking lot, garage, or other parking facility without making proper payment therefor;
- (17) In any marked space designated by signage for certain purpose(s) and/or period(s) or duration of time for parking other than for the purpose, period, and/or duration of time authorized;

(18) In a marked off parking space in a manner that the vehicle is not entirely within the parking space as marked off; and

(19) On a street other than parallel with the edge of the roadway, headed in the direction of traffic, and with the curbside wheels of the vehicle within 18 inches of the curb or edge of the roadway, unless authorized to do otherwise by appropriate signage or parking space markings.

(20) In front of a gate or other accessway (whether closed or opened) that provides access to a public road, greenway or other public way.

(21) In a town-owned or town-operated parking lot or other parking area that has marked parked spaces, other than entirely within a marked-off space.

(B) The Administrator may install no-parking signs, yellow curb markings or other traffic-control devices to indicate where parking and standing is prohibited as stated in division (A) above, but enforcement of the provisions of this section is not dependent on the installation of the devices.

(C) Parking time limits shall be enforced as indicated by signage, installed parking meters or parking lot pre-pay stations.

(D) Whenever, pursuant to division (B) or (C), the Administrator has installed signs, yellow pavement markings or other traffic-control devices clearly indicating that parking or standing within a specified area is prohibited or is allowed only at certain times or for a certain duration, no person may park any vehicle or permit it to stand contrary to the directions of those traffic-control devices.

(E) The Administrator may mark any street where parking is permitted with lines that indicate the parking space for vehicles and no person may park any vehicle outside the lines.

(F) The prohibitions in this section shall not apply to emergency and public service vehicles whose operators are performing services for which they are responsible.

(G) A vehicle parked in violation of one or more of the provisions of this section may be towed without notice to the owner and whether or not towing is indicated by signage if, in the discretion of Police or Public Works Department personnel, the vehicle presents a threat to public safety, for example by hindering rescue vehicle access, blocking traffic, or increasing chances of a traffic accident.

§ 72.02 PARKING PROHIBITED FOR CERTAIN PURPOSES.

No person may park any vehicle or permit it to stand upon any public street, public sidewalk or other public property or on town-owned property for any of the following principal purposes:

(A) Displaying it for sale, except foreclosure and judicial sales;

(B) Washing, greasing, changing tires or repairing the vehicle, except to the extent necessitated by an emergency;

(C) Storing it;

(D) Advertising; and

(E) Operating a commercial enterprise out of the parked vehicle, except with the express advance permission of the town. By way of illustration and without limiting the foregoing, vehicles may not be parked for purposes of selling food or other items from the vehicle. The town may provide exemptions to this general rule for special events, such as street festivals or events held at the Daniel Boone Park, etc., but any such exemption shall require advance written permission granted by the town.

§ 72.03 SNOW EMERGENCY ZONES.

(A) Whenever a snow emergency zone is designated and marked by traffic-control devices, no person may park any vehicle within the zones between the hours or during the periods specified in the traffic-control devices.

(B)(1) Whenever snow accumulates on the town streets, where parking is otherwise allowed, these streets must be kept clear of parked vehicles to enable town crews to clear the streets of snow in the most effective and efficient manner.

(2) The Administrator shall install appropriate traffic-control devices to give clear notice that parking within the zones is not permissible during the stated hours or times indicated during periods of snow accumulation.

§ 72.04 LOADING AND UNLOADING ZONES.

Notwithstanding any other provision of this title, whenever streets or portions of streets are designated as vehicle loading and unloading zones in accordance with the provisions of this title, parking and standing are permitted in those locations, but only in accordance with the provisions of this title.

§ 72.05 SCHOOL LOADING ZONES.

Whenever a school loading zone is designated and clearly marked by traffic-control devices, no person may park any vehicle or permit it to stand in any zone for any purpose other than the expeditious loading or unloading of school passengers and then only for a period not to exceed ten minutes.

§ 72.06 COMMERCIAL LOADING ZONES.

Whenever a commercial loading zone is designated and marked by traffic-control devices, no person may park any vehicle there or permit it to stand in any zone for any purpose other than the expeditious loading or pickup of materials and goods or unloading and delivery and then only for a period not to exceed 30 minutes.

§ 72.07 PUBLIC CARRIER LOADING ZONES.

(A) Whenever a bus stop or taxicab stand is designated and marked by traffic-control devices, no person may park any vehicle other than a bus or a taxicab, respectively, in any zone so designated and marked.

(B) Whenever a bus stop or taxicab stand is necessary in a particular location to accommodate the needs of those requiring access to a public carrier and a zone is consistent with the necessary free flow of traffic and the public safety, the Administrator may install appropriate traffic-control devices to give clear notice that parking or standing within those locations, except for buses and taxicabs, respectively, is prohibited.

(C) The operator of a bus shall not stop the vehicle upon any street or at any place for the purpose of loading or unloading passengers or their baggage, except at a bus stop designated in accordance with this section.

§ 72.08 PARKING IN TOWN PARKS.

(A) Parking is prohibited overnight in all Town Parks.

(B) Parking is prohibited in Junaluska Park between the hours of 6:00a.m. and 12:00p.m. on the third Saturday of each month and at such other times as may be noticed by posted warning signs, except that this prohibition does not apply to members of the American Legion and their guests. This parking limitation is required so that the parking area is available to American Legion members and their guests during their meeting times per the terms of the Town's lease of the park.

(C) Persons may park vehicles at Town parks only for purposes of using the park facilities. Parking by commuters is prohibited.

(D) Violators of any of the provisions of this section 72.08 may be issued warnings or citations or be subject to towing. Towing is authorized from any town park parking area where:

(1) The Town Manager, in his or her discretion, has caused signs to be posted warning that vehicles parked overnight are subject to towing. Such signs shall substantially comply with the visibility requirements set forth at section 73.03(A) of this Code of Ordinances and shall direct those subject to towing to call the Police Department; or

(2) The Town has provided at least eight (8) hours advance written notice that the vehicle will be towed by means of written notice placed on the vehicle as provided at section 73.03(C), except that the requirements of 73.03(C)(2)-(4) shall not apply and instead the notice shall direct the violator to call the Police Department..

§ 72.09 USING SLUGS OR SUBSTITUTES, TAMPERING WITH OR INJURING PARKING METERS.

(A) It shall be unlawful to deposit a slug or other substitute for a coin of the United States or city issued parking meter token in any city parking meter.

(B) It shall be unlawful to deface injure, tamper with, open or willfully break, destroy, or impair the usefulness of any city parking meter, except that duly authorized persons may make necessary collections and repairs.

Chapter 75: Deleted

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lynne Mason, Council Member
SECONDER:	Loretta Clawson, Mayor Pro-Tem
AYES:	Mason, Clawson, Furgieuele, Ulmer, Ashcraft

CLOSED SESSION

Upon a motion by Mayor Pro-Tem Clawson, seconded by Ms. Mason, Council voted to enter into closed session at 9:00 p.m. pursuant to:

1. N.C. Gen. Stat. § 143-318.11 (a)(1), to review, approve and seal closed session minutes from Council's prior closed session(s).
2. N.C. Gen. Stat. § 143-318.11 (a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council and obtain legal advice, consider and/or give instructions to the attorney concerning one or more potential legal claims.
3. N.C. Gen. Stat. § 143-318.11 (a)(6), To consider the qualifications, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge or grievance by or against an individual public officer or employee.

VOTE: Aye: All
 Nay: None

Upon a motion by Ms. Mason, seconded by Ms. Ulmer, Council voted to exit closed session at 10:29 p.m.

VOTE: Aye: All
 Nay: None

ADJOURNMENT

Upon a motion by Mr. Ashcraft, seconded by Ms. Mason, Council voted to adjourn the meeting at 10:32 p.m.

VOTE: Aye: All
 Nay: None

Nicole Harmon, Town Clerk

Rennie Brantz, Mayor