

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
March 23, 2022**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order electronically at 6:00 p.m. on Wednesday, March 23, 2022. Mayor Tim Futrelle presided. Town Council members present included Mayor Pro-Tem Edie Tugman, Becca Nenow, Todd Carter, Dalton George, and Virginia Roseman. Staff members present included Town Manager John Ward, Interim Town Manager Amy Davis, Town Clerk Nicole Harmon, Communications Specialist Laney Pilkington, Human Resources Director Dale Presnell, Sustainability and Special Projects Manager George Santucci, Planning Director Jane Shook, Long Range Planner Jessica Mitchell, Fire Chief Jimmy Isaacs, Public Works Director Rick Miller, Deputy Public Works Director Todd Moody, Cultural Resources Director Mark Freed, Police Chief Andy Le Beau, Deputy Public Works Director Josh Eller, Wastewater Treatment Plant Superintendent Rudy Broschinski, and Facilities Maintenance Superintendent Justin Stines. Town Attorney Allison Meade was also in attendance.

MOMENT OF SILENCE

ANNOUNCEMENTS

Mayor Futrelle thanked Mr. Ward for his service as Town Manager and wished him well in his future endeavors.

Mr. Ward announced that the Town recently received a FEMA certification for participating in the National Flood Insurance Program Community Rating System.

Mr. Ward announced that the Police Department did not receive any deficiencies in a recent audit. Officer Evan Laws was recently given the award of valor for his brave actions during a deadly officer involved shooting last April.

COUNCIL MATTERS

DISCUSSION REGARDING IN-PERSON COUNCIL MEETINGS

Ms. Meade believed that there was adequate authority to support remote meetings once the state of emergency expired, as long as the Town complied with the open meetings law. She believed the only risk was that if Council took an action during a remote meeting that was subsequently challenged on the basis that the remote meeting itself was invalid, but believed that it was a very low risk. Ms. Meade felt that UDO items presented a narrow area of uncertainty, and believed that a hybrid meeting set up would cure the uncertainty. Ms. Roseman felt that Council should do everything in its power to get back into chambers to participate, and was in favor of a hybrid set up. Mr. Carter expressed concerns with meeting in person due to his work environment. Ms. Tugman wondered what a legitimate reason for a Council member to attend a meeting electronically would be defined as. When asked about the status of streaming equipment at Council Chambers, Fire Chief Jimmy Isaacs stated that the pieces were still not in, but that a system could be put into place that allowed for public participation remotely if Council decided to return to in-person meetings. Upon a motion by Mr. Carter, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to hold the April 13, 2022 regular Town Council meeting in-person with a remote option as a trial run to see how to proceed with future meetings.

Mayor Pro-Tem Tugman made a motion to amend the agenda to allow for public comment at this time. Ms. Roseman seconded the motion, which carried unanimously.

Public Comment

Dr. Charles Ford of Boone asked Council members to commit to placing a blue light bulb in their place of work and or their residence, and for Town Hall to place one as well at the front of the building in honor of the one-year anniversary of the deaths of Sgt. Chris Ward and Officer Logan Fox. Dr. Ford stated that he and his wife recently founded a non-partisan charity whose mission was to express support for local law enforcement, and that they had recently started a campaign called "Burn a Blue Bulb". He asked that Council also consider approving a resolution in support of this movement at its next meeting.

CONSIDERATION & DISCUSSION OF IN-PERSON OR REMOTE MEETINGS FOR UDO BOARDS

Planning Director Jane Shook presented Council with data taken from members of UDO boards indicating their preference on whether or not they felt comfortable returning to in-person meetings at this time. She indicated that staff was comfortable with whichever meeting platform Council chose, their only concern was losing board members. Ms. Shook stated that the previous Council directed that the Board of Adjustments could move forward with variances, special use permits and major subdivisions permanent preliminary plat approvals virtually, but not the appeal of staff decisions. She indicated that there was a pending case that had been delayed for two years, and asked for specific direction on the matter. Ms. Meade stated that as long as all parties agreed to proceed electronically, that should be permitted. Upon a motion by Mr. Carter, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to continue with remote meetings for UDO boards and commissions unless in the case of a quasi-judicial hearing a party objects to a remote meeting.

REQUEST TO SCHEDULE BUDGET RETREAT

Upon a motion by Mr. Carter, seconded by Ms. Roseman, Council voted unanimously to hold budget discussion during the regular Town Council meeting on May 11, 2022 at 9:00 a.m. and to hold the annual budget retreat on June 1, 2022 at 9:00 a.m. at Town Council Chambers located at 1500 Blowing Rock Road in Boone. Ms. Davis asked Council members to send any questions they had to her and that she would prepare a document with answers to email out to each member.

REVIEW, DISCUSSION, AND ACTION INVOLVING CONSOLIDATION OF 911 SERVICES FOR WATAUGA CO. & TOB

Mr. Ward presented an interlocal agreement between Watauga County and the Town of Boone for the consolidation of communications centers. Ms. Davis, Chief Le Beau and Chief Isaacs all spoke in favor of the consolidation, and Ms. Meade indicated that she was satisfied with the structure of the contract. Upon a motion by Mayor Pro-Tem Tugman, seconded by Ms. Roseman, Council voted unanimously to approve the Interlocal Governmental Agreement Regarding Consolidation of 911 Dispatch Services for Watauga County and the Town of Boone as presented.

STATE OF NORTH CAROLINA

WATAUGA COUNTY

**INTERLOCAL GOVERNMENTAL AGREEMENT
REGARDING CONSOLIDATION OF 9-1-1 DISPATCH SERVICES FOR
WATAUGA COUNTY AND THE TOWN OF BOONE**

THIS AGREEMENT is made and entered into this 1st day of May, 2022, by and between WATAUGA COUNTY, (hereinafter referred to as "COUNTY") and the TOWN OF BOONE, (hereinafter referred to as "TOWN") for the purpose of consolidating 9-1-1 dispatch services.

WITNESSETH:

WHEREAS, Watauga County and the Town of Boone are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement with the signatories hereto having been authorized to execute this document on behalf of the Watauga County Board of Commissioners and the Boone Town Council; and

WHEREAS, the jurisdictions and residents of Watauga County would benefit in terms of life, safety and efficiency of service from a consolidated 9-1-1 Public Safety Answering Point (PSAP) providing services to the County and the municipalities and fire protection departments within the County; and

WHEREAS, the undersigned governmental jurisdictions wish to agree to the establishment and maintenance of a consolidated PSAP, to be hereinafter known as "Watauga County Communications"; and

WHEREAS, the establishment of such PSAP will provide improved police, fire, and emergency medical service communications within the boundaries of the participating jurisdictions, together with such other jurisdictions as may hereafter contract with the undersigned for 9-1-1 dispatch services; and

WHEREAS, the COUNTY is willing to provide police, fire, and emergency medical service communications with the combined dispatching operations to be located at the Watauga County Communications Center, which will serve as the central location for citizens to make and receive calls for public safety needs, subject to the execution of this Agreement.

NOW, THEREFORE in consideration of the mutual terms, covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

1. The effective date of this agreement and contract shall be 12:01 AM on May 1, 2022, and the agreement shall continue in effect until terminated by the consent of the undersigned parties, subject to the termination processes and procedures noted herein.
2. The COUNTY agrees to assume all operational responsibility for emergency services dispatch [for the Town of Boone beginning May 1, 2022](#).
3. The COUNTY and TOWN mutually agree that the combined dispatching operations will be managed by the COUNTY. The County and Town will hold regular coordination meetings, at a minimum quarterly, in order to communicate feedback, and review overall service.

4. The COUNTY and TOWN agree that the Town of Boone Police Department communications services will be consolidated into and assumed by the Watauga County Communications Center and, in connection therewith, six full-time Boone PD telecommunicator positions will be transferred to and become County employees, all as set forth herein. The transfer of these six positions reflects the COUNTY assuming all E-911, other emergency calls, time sensitive calls, automated alarms, etc. and the TOWN will make reasonable efforts to filter administrative calls.
5. Transferred dispatchers becoming County employees hereunder will be subject to the provisions of the Watauga County Personnel Ordinance and the County's administrative policies, as well as all future amendments thereto, effective on the date of the transfer to the County. In addition, such employees will be entitled to all County benefits afforded to regular County employees.
6. The TOWN shall pay the COUNTY, as compensation for the dispatch services, the amount of \$415,940 annually for the services described herein. Said compensation amount shall be subject to adjustment annually at the base rate referenced above plus the rate of the annual Consumer Price Index increase as published by the United States Department of Labor for South Urban Size B/C for the period ending December 31, not to exceed 5% annually. Prior to May 1 of each year that this Agreement is in effect, the County Manager shall notify the Town Manager of the projected compensation cost associated with this Agreement. The TOWN shall include such amount in its annual budget for the fiscal year commencing on July 1. The COUNTY shall invoice the TOWN quarterly, with payments due September 30, December 31, March 31, and June 30.
7. In lieu of the pro rata payment for services for the month of May and June 2022; the TOWN shall:
 - a. Transfer equipment listed in Appendix A used in the operation of the Boone PD PSAP to the COUNTY. Once transferred, the COUNTY shall continue to house the equipment in the Boone PD facility as a back-up facility pending construction of the new Primary PSAP. In the event that the TOWN should receive a favorable offer for the 1500 Blowing Rock Road property the TOWN will notify COUNTY of the pending sale and allow a minimum of 90 days for relocation of equipment used for backup facility.
 - b. Agree to waive permit, system development fees, and tap fees for water and sewer to the Emergency Services facility to be constructed by the COUNTY at 673 Brookshire Road. The COUNTY shall be responsible for usage of water and sewer once the facility is occupied and any alterations occurring after initial occupancy.
8. The COUNTY agrees to maintain a staffing level that incorporates the six positions referenced in this agreement in addition to COUNTY communications staff. The COUNTY will train all dispatchers to handle fire, emergency medical service, rescue squad, emergency management and law enforcement calls and to require all dispatchers to obtain, in a timely manner, any certifications necessary to allow said personnel to handle all emergency services calls.
9. Additional jurisdictions may become participants by written addendum to this Agreement, with the approval of the COUNTY.
10. This agreement is subject to, and shall be construed in accordance with, the laws of North Carolina and has been duly approved by both the TOWN and the COUNTY.

11. In the event that any party desires to terminate this Agreement, said party must give 24 months' advance written notice to the other party~~ies~~, and the withdrawal shall take effect only as of the beginning of the next full fiscal year following such notice. ~~By~~ way of example, and not in limitation ~~of~~, if notice is delivered later than the end of business on June 30 of a given year, the Agreement shall continue until the end of the following fiscal year, (e.g. notice given July 1, 2022, or later in that same fiscal year, equates to withdrawal on June 30, 2024). This advance written notice may be waived if agreed upon by the governing bodies of both the COUNTY and TOWN. Upon such termination if such alterations require repayment of funds, the withdrawing party agrees to pay all cost associated with any repayment of North Carolina 911 Board PSAP Priority One Collaboration Grant funds that may be due to the State. It is agreed by both parties that the consolidation of the Primary PSAPs is final and that no future separation of the COUNTY and TOWN into multiple Primary PSAPs can occur once this Agreement is enacted.
12. Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed by certified mail, with return receipt requested, to the other party. Notice must be delivered as indicated to the following address or such other address as either party may, from time to time, designate in writing for the receipt of notice:

COUNTY:

County Manager
814 West King Street
Suite 205
Boone, NC 28607

TOWN:

Town Manager
567 West King Street
Boone, NC 28607

13. The parties may only amend this Agreement in writing with the approval of both Boards and with the subsequent signatures of the respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year as written above.

WATAUGA COUNTY

John Welch, Chairman

Misty Watson
County Finance Director

ATTEST:

Anita J. Fogle
Clerk to the Board

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

TOWN OF BOONE

Tim Futrelle, Mayor

ATTEST:

Nicole Harmon
Town Clerk

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

Amy Davis
Town Finance Director

CONSIDERATION OF STAFF PAY INCREASES

Mr. Ward asked Council to consider a request from last year to utilize federal funds to retroactively provide a one-time 10% Covid pay bonus for 2021 for employees that worked through the pandemic. He stated that if approved, employees would receive the bonus when American Recovery Act funds were received later in the year. For the second part of the request, Mr. Ward asked for consideration of approval of a 15% across the board pay increase that would be effective April 1 and would utilize reserve funds. Moving forward, he indicated that funding would be carried out as part of the approval of the budget. Ms. Davis stated that Town of Boone employees were currently behind 14.1% in pay compared to Watauga County employees, and when Watauga County employees received their 3% raise in June, the pay gap would increase further. She further indicated that future funding of the pay increase would come from the increased tax revenue generated by reevaluation. Upon a motion by Mr. Carter, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to approve a one-time retroactive Covid bonus in the amount of 10% for full-time employees to be paid out of American Rescue Act funds as soon as they are received; and for Town-wide pay increases for employees in the amount of 15% effective April 1, 2022.

Mayor Futrelle declared a break at 8:14 p.m. Council reconvened at 9:25 p.m.

CONSIDERATION OF INSTALLATION OF TESLA SUPERCHARGER STATION ON QUEEN STREET

David Abernathy on behalf of Tesla gave a presentation regarding the proposed installation of a Tesla supercharger station on Queen Street. The presentation can be viewed online at http://boonenc.iqm2.com/Citizens/Detail_Meeting.aspx?ID=3438. Ms. Davis expressed concern that the Town would be losing more than \$20,000 in revenue each year since the proposed spots were located in prime parking locations. Mr. George hoped that a universal charging station could be implemented in the future. In terms of revenue concerns, Mr. Abernathy indicated that users did not want to pay to charge their car and pay an additional fee to park. Members expressed concern with the length of the contract term, with Mr. Abernathy

explaining that due to the amount of money being spent to install the chargers, Tesla required a five year minimum initial term. Ms. Meade indicated that since the contract term was longer than one year, Council was required by statute to adopt a resolution and to give public notice in the paper for thirty days before the contract was considered at another Council meeting. Concerns were also expressed regarding outdated equipment during such a long contract term, to which Mr. Abernathy responded that Tesla would not object to additional terms which would require it to update it's technology. Upon a motion by Mr. Carter, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to move forward with the possibility of the installation of a Tesla supercharger station on Queen Street, and that staff move forward with the required public notice and resolution.

ADJOURNMENT

Upon a motion by Mr. Carter, seconded by Mayor Pro-Tem Tugman, Council voted unanimously to adjourn the meeting at 9:30 p.m.

Nicole Harmon, Town Clerk

Tim Futrelle, Mayor