

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
May 18, 2017**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order at 5:30 p.m. Thursday, May 18, 2017, in the Council Chambers located at 1500 Blowing Rock Road. Mayor Rennie Brantz presided. Council members present were Mayor Pro Tem Lynne Mason, Loretta Clawson, Charlotte Mizelle, Jennifer Teague and Jeannine Underdown Collins. Town Attorney Allison Meade was also in attendance. Staff present were Town Manager John Ward, Town Clerk Christine Pope, Deputy Public Works Director Josh Eller, Program Coordinator Lane Weiss, Fire Chief Jimmy Isaacs, Planning Director Jane Shook, Planner Marty Little, and Police Lieutenant Bobby Creed.

ANNOUNCEMENTS

2017 "EVERY DROP COUNTS" POSTER CONTEST WINNERS

Public Works staff announced the following winners of the 2017 Every Drop Counts Poster Contest:

WINNER: Camdon Masland from Two Rivers Community School
SECOND PLACE: Alaina Roberts from Hardin Park Elementary School
THIRD PLACE: Nathan Farrington from Hardin Park Elementary School
HONORABLE MENTION: Trinity Harwood from Two Rivers Community School

TENTATIVE AGENDA ADOPTION

ADOPTION OF AGENDA

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

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

PUBLIC COMMENT

Alice Knight, a Watauga High School student, spoke in support of the Appalachian Theatre and asked Council for financial support for the theatre restoration.

John Cooper thanked Council for the land to expand the stage of the Appalachian Theatre. He noted they have raised over \$7 million toward the restoration of the theatre, but need additional support from the Town, County and ASU to build what they need and what the town needs.

Eric Plaag spoke in support of the Appalachian Theatre and asked that Council provide financial assistance so it can be completed and provide a year-round financial impact on the town and positive impact on businesses and the community.

Frank Mohler spoke in support of the Appalachian Theatre and noted that without additionally funding, the scope of the project will need to be reduced by one-third. He added that if the scope is reduced, this will result in less operating revenue and a decrease in the economic impact to Boone since the number and type of events that can take place will reduce with the lack of production capability.

Fulton Lovin spoke in support of the Appalachian Theatre, stating that if the Town provides funding, it will be an opportunity to show unity among the Town, County and ASU. He added that the Town could justify the financial support based on the economic impact it has inspired with the construction of the Horton Hotel and other projects on the drawing board.

Bettie Bond spoke in support of the Appalachian Theatre and asked that the Town not let this project get away from them.

REQUESTED APPEARANCES

KATHRYN CAHOW - PRESENTING A RESOLUTION FOR INDEPENDENT REDISTRICTING REFORM

Kate Cahow and Kathy Parham presented a request for Council to pass a resolution in support of independent redistricting reform in North Carolina. They noted that a resolution was previously passed in 2015, but they'd like the support of the current Council members. It was the consensus of Council to resend the current resolution from 2015 to Senator Ballard and Representative Jordan, and to direct the town attorney to prepare language for an updated resolution to be considered by Council.

RESULT:	CONSENSUS
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CONSENT AGENDA ADOPTION

Town Manager John Ward noted one revision needed to the budget amendments, which was the amount shown for the Fire Department's overtime for the wildfires. He noted this amount should be \$9,800.

Upon a motion by Council Member Mizelle, seconded by Council Member Underdown Collins, Council moved to adopt the consent agenda as amended.

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

TOWN COUNCIL - REGULAR MEETING - APR 20, 2017 5:30 PM

RESCHEDULING OF SPECIAL MEETING - ANNUAL BUDGET RETREAT

Rescheduled to be held Monday, June 5, 2017, from 8:30 a.m. to 5 p.m. in the Council Chambers located at 1500 Blowing Rock Road.

APPROVAL OF FY 2017/18 CONTRACT WITH DOWNTOWN BOONE DEVELOPMENT ASSOCIATION

AGREEMENT BETWEEN TOWN OF BOONE AND THE DOWNTOWN BOONE DEVELOPMENT ASSOCIATION, INC.

THIS AGREEMENT ("Agreement") is entered into this _____ day of _____ 2017, by and between the TOWN OF BOONE, a North Carolina municipality (hereafter referred to as "the Town") and the DOWNTOWN BOONE DEVELOPMENT ASSOCIATION, INC., a North Carolina non-profit membership corporation (hereafter referred to as "the DBDA"), collectively referred to as "the Parties."

WITNESSETH:

THAT, WHEREAS, the Town is a municipal corporation organized pursuant to the laws of the State of North Carolina and located in Watauga County, North Carolina; and,

WHEREAS, the Town has established a Municipal Service District pursuant to N.C. Gen. Stat. § 160A-535, et seq., (hereafter “the MSD”) from which it collects a Municipal Service District tax the authorized purposes of which are identified under State law; and,

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-536(d), the Town is authorized to enter into contracts to administer, in whole or in part, the Municipal Service District tax; and,

WHEREAS, the Town is a participant in the North Carolina Main Street Program administered by the North Carolina Department of Commerce (hereafter, “the Main Street Program”); and,

WHEREAS, the DBDA is a North Carolina Non-Profit Corporation, duly organized pursuant to the laws of the State of North Carolina and authorized by law to enter into Agreements for the purposes for which it was created, including the promotion, encouragement, and assistance in the revitalization and economic health and stability of the Town’s Municipal Service District (the “MSD”); and,

WHEREAS, the parties wish to confirm their Agreement concerning the expenditure of MSD funds, governance of the DBDA, and required and permitted activities of the DBDA with those funds in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, the receipt of which is hereby respectively acknowledged by each of the parties hereto, the parties agree and contract as follows:

1. **Term:** The term of this Agreement shall be one year, commencing on July 1, 2017, and ending June 30, 2018. No continuation or renewal of the Agreement shall be inferred following its expiration, nor shall any further commitment by either party exist without specific action by each of the parties to authorize, create and adopt a new contract, except as to those duties created by this Agreement.
2. **Consideration:** In consideration of the DBDA’s performance of the duties and responsibilities set out herein, the Town will make available to the DBDA the 2017-2018 MSD tax revenues, as those revenues become available (hereafter, “MSD funds”). Each party recognizes and confirms that all MSD funds are derived from MSD taxes and are subject to all relevant restrictions for MSD tax funds set out in the North Carolina General Statutes. Should the Agreement be terminated or end before all funds have been paid, the Town shall reimburse the DBDA or pay from MSD funds for any outstanding expenses committed by the DBDA pursuant to this Agreement.
3. **Governance:** Beginning with the 2011 annual meeting of the membership of the DBDA, one-half of the members of the Board of Directors shall be elected by the membership of the DBDA, and one-half of the members shall be appointed by the Boone Town Council. Service of the new board shall begin at the first meeting of the directors following the annual meeting of the members. Should the Town Council also appoint one or more of its members as liaison to the DBDA, the DBDA board of directors shall include them in their meetings and deliberations, but they shall be considered as *ex officio*, non-voting members of the Board.
4. **Administration:** The parties acknowledge that the executive director of the DBDA is a Town employee, subject to the Town’s Personnel Policy and working under the supervision of the Town Manager or his designee.
5. **Appropriate Uses of MSD Funds:** MSD funds shall be used solely for purposes authorized by this Agreement, but the DBDA may expend funds from other sources for other purposes so long as: (1) they are accounted for using methods with satisfactorily assure their proper use; (2) no MSD funds are committed, either directly or indirectly, to support any activities which are not appropriate for the use of MSD funds; and, (3) such other funds are expended in accordance with pertinent law and the DBDA’s own by-laws. MSD funds will not be authorized for sign or façade grants until a policy is developed and recommended by the DBDA, and adopted by the Town Council, which ensures

comprehensive notice of the availability of such grants and which contains criteria for determining which proposed façade or sign improvements or replacements benefit the MSD as a whole and not simply the individual property owner or business.

6. Recommendations by DBDA to Town Council: The DBDA will make recommendations to the Town Council for its consideration, to ensure that:

- A.** To the extent feasible and taking into consideration the limits of the DBDA's ability to know all changes which take place within the MSD, the DBDA's Web site is updated at least quarterly and MSD directory signage is updated at least annually.
- B.** Regular office hours for public and membership access to the DBDA director or his or her designee are maintained in accordance with the hours reflected on the DBDA Web site, subject to the review and approval of the Town Manager (who must oversee the hours of employees and Town's compliance with wage and hour laws, etc.).
- C.** MSD funds are used to benefit only the MSD area, are used to benefit the entire range of stakeholder categories (i.e. service providers and other non-retail establishments) and all MSD locations (e.g. less-traveled streets and outer boundary edges), and prohibiting the use of MSD funds, in whole or in part, to promote businesses or activities outside the MSD.
- D.** At least 30% of MSD funds are utilized for tangible improvements to the MSD, such as streetscape improvements.
- E.** Remaining MSD funds are utilized, if desirable, to create, coordinate, and administer District revitalization projects which provide for services or functions, such as additional garbage pick-up, which are in addition to or to a greater extent than those provided or maintained by the Town for the entire town; to support any duly-adopted plan by the Town aimed at improving the MSD, which is specifically authorized herein; or, for such other activities which benefit the MSD, work toward its revitalization or preservation, or otherwise enhance the MSD area and help the businesses of the MSD thrive.

Such recommendations shall address activities such as:

- 1.** Promotional and development activities, such as sponsoring festivals and markets in the MSD, promoting business investment in the MSD, helping to coordinate public and private actions in the MSD, and developing and issuing publications on the MSD designed to improve the economic well-being of the MSD.
- 2.** Administrative of any MSD revitalization project specifically requested by the Town.
- 3.** Creation, maintenance and administration of a clearinghouse for information concerning the availability of properties within the MSD for purchase or rent, by creating, maintaining and administering a repository of such information to which MSD property owners may contribute, as they may wish, and which shall be in a format which will make it broadly available to the public and to people potentially interested in investment in the MSD.
- 4.** In participation in activities, and the maintenance and submission of all information requested or required by or of the Town, or by the North Carolina Department of Commerce in order for the Town to continue to participate in good standing in the

North Carolina Main Street Program and for the Town to derive all available benefits from its continued participation in the Main Street program.

7. **Commitments by DBDA:** The DBDA agrees that:

- A. Should the DBDA hire employees with non-MSD funds, it will maintain and provide to the Town Manager a comprehensive personnel policy which addresses and ensure the proper performance by non-Town staff for expenditure of funds, and which includes procedures for the supervision of staff and the discipline of staff, with personnel actions up to and including dismissal authorized.
- B. No later than 30 days after its receipt, or Sept. 1, 2017, whichever is earlier, it will provide the Town Manager and Town Council a full copy of any audit which it obtains, and that should it obtain an audit, it shall be prepared by an independent auditing firm having no conflicts of interest and selected by the DBDA board of directors after a general solicitation to appropriate accounting firms in the region, including an Audited Income Statement with detailed expense categories, not just one generic "downtown redevelopment" expense item. The audit must disclose itemized expenditures by funding source.
- C. At least five days before each meeting of the DBDA board of directors, it will post on its Web site and provide notice, in accordance with its duly adopted by-laws, of the meeting to its membership, Board members, Town Council members and Town Manager, along with an agenda and a copy of the draft minutes from the previous meeting.
- D. It will provide the Town Manager with a copy of the organization's Form 990 promptly after it is prepared.
- E. It will maintain a written policy which requires that a fund accounting system is created and maintained which ensure that any non-MSD funds are used only in accordance with State law and this contract, to the extent applicable.
- F. It will maintain written policies ensuring that non-MSD funds are properly used in accordance with its own by-laws and in accordance with applicable law.
- G. It will report to the Town Council the duly adopted, collective views of its full membership and its Board of Directors as to those actions and policies which the Town may consider within the District to improve the District's economic well-being.

8. **Activities to Serve Entire Municipal Service District without Charge:** All activities of the DBDA with MSD funds shall be undertaken in such manner, insofar as possible, as to provide benefits to and throughout the entire District.

9. **Compliance with Laws:** The DBDA shall comply with all pertinent federal, State, county and Town laws, regulations and ordinances, including but not limited to all North Carolina and federal laws relating to the operation of non-profit membership corporations, those laws which govern the conduct of the annual meetings of its membership and the selection of its directors and officers. In addition, and not by way of exclusion, in any and all its actions and activities, the DBDA shall comply with and hereby certifies its compliance with the Americans with Disabilities Act, as amended, and Title VII of the Civil Rights Act of 1964, as amended, and should it hire employees of its own, the Fair Labor Standards Act, as amended, the Occupational and Health Safety Act, as amended, the North Carolina Employment Security Act, as amended, and the North Carolina Worker's Compensation Act, as amended, to the extent each such law applies to the DBDA or any of its activities.

- 10. Compliance with its By-Laws and Organizational Reporting to the Town:** The DBDA will operate and act in accordance with its duly adopted by-laws, including but not limited to the provisions which govern the conduct of the annual meetings of its membership, the notice and quorum requirements for meetings of its board of directors, the selection of its directors and officers, and its prohibition against legislative advocacy. The DBDA shall seasonably provide the Town with its current by-laws and a roster of its current board of directors and officers, including their names, addresses, terms and class of membership, and it shall seasonably notify and provide a copy to the Town of any changes in its by-laws or in its board of directors or officers. The DBDA shall invite and include in its membership all property owners in the MSD and it shall provide a mechanism or opportunity for all businesses and residents within the MSD to be represented in the DBDA or have their voices heard as policies are formulated and recommended. Should the DBDA's corporate status be revoked by the North Carolina Secretary of State, or should the DBDA's non-profit status be revoked by the United States Internal Revenue Service or otherwise, the DBDA shall immediately notify the Town, and this Agreement shall immediately terminate and it shall have no claim to the commitment of any remaining MSD funds.
- 11. Reporting on its Activities:** At least quarterly during the term of the Agreement, and at such additional times as may be requested by the Town, the DBDA shall report to the Town Council on its activities. Said report shall include at a minimum description of activities of the DBDA which have been undertaken since the prior report and those activities which are planned for the future.
- 12. Financial Responsibilities:** The DBDA shall develop and recommend to the Town Council a proposed budget for the expenditure of MSD funds. The DBDA must set aside in its proposed budget an amount sufficient to pay, at a minimum, one-half of the salary and fringe benefits of the executive director of the DBDA. It shall present the proposed budget to the Town Council for its consideration by a date designated by the Town Manager, which gives the Town Finance Director an adequate opportunity to review and evaluate the proposal, and the Town Council an adequate opportunity to review the recommendation and propose such changes as it may determine are desirable. Should the Town Council be unwilling to accept the proposal of the DBDA in any material way, an effort shall be undertaken for the parties to discuss their differences before a final budget is approved by the Town. In addition to providing the annual audit, as required by Paragraph 7(B), the DBDA shall maintain its financial accounts for non-MSD funds, and shall operate in accordance with generally accepted accounting principles. Financial information shall be maintained and provided, if requested, in a form acceptable to the Town and shall include, among other things, a detailed accounting for all funds from all non-MSD sources received or collected by the DBDA during the reporting period. In addition, the DBDA shall provide such records, verification of the expenditure of the funds, and other such information as requested by the Town. Should the DBDA at any time be advised by a funding, taxing or other governmental entity, or by its accountants, or any misappropriation of funds from any source or of any malfeasance or misfeasance, it shall immediately report such advice to the Town. Should the DBDA itself discover or determine any wrongdoing, misappropriation, malfeasance or misfeasance, it shall immediately report such matter to the Town. The DBDA will notify the Town in writing within five days if any member of its staff is charged with or convicted of any crime involving malfeasance or misfeasance, or dishonesty in the use or handling of any DBDA funds, whatever the source, or if the DBDA itself is accused or any wrongdoing. Should the DBDA become aware of or suspicious of any embezzlement, malfeasance or misfeasance by an employee, agent, officer, director or other person connected with DBDA, of any of the DBDA's funds, whether from this grant or elsewhere, whatever the source, it hereby commits that it will promptly report to and notify the appropriate law enforcement agency of such act, omission or suspicion.
- 13. Maintenance of Records:** All records of the DBDA shall be available for inspection by the Town Manager or the Town Manager's designee. The DBDA agrees that records of its past use of MSD funds and of all disbursements of any funds will be maintained by it for a period of no less than seven years, and upon request such books and records will be made available to the Town or its representative for inspection. The DBDA shall keep such full and detailed accounts as may be

necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to the Town. Upon request, the DBDA will turn over all financial records governing the use of MSD funds to the Town for storage and eventual destruction.

- 14. Indemnity:** The DBDA shall indemnify and reimburse the Town for any misuse by it of funds which results in the assertion of liability against the Town. The DBDA hereby releases, acquits and forever discharges the Town, its agents, officers and employees, from any claims, demands, costs, loss of services, expenses, compensation, liabilities and obligations, suits at law or equity, including claims or suits for contribution and/or indemnity of whatever nature and all consequential damages resulting from or on account of its use of non-MSD funds, and it hereby agrees to indemnify and defend the Town from any claims brought as a result of its use or misuse of said funds.
- 15. Insurance:** The DBDA confirms that it maintains sufficient liability insurance coverage to satisfactorily compensate any person for injury to a person or property caused by the operation of DBDA's programs and/or services paid in whole or part with non-MSD funds. The DBDA agrees that should the Town determine, in its sole discretion, that the DBDA does not maintain adequate liability insurance to satisfactorily protect itself and its participants, it will promptly increase its coverage to a level determined necessary by the Town.
- 16. Lobbying:** The DBDA will use no funds for purposes of local, state, or legislative advocacy or lobbying, or to attempt to influence the legislative process at the local, state or federal level. Likewise, no funds will be used to carry on any religious or political activities, or to attempt to influence the outcome of any public election.
- 17. Default:** If the DBDA defaults in the performance of any of its duties under this Agreement, all of which are deemed material, the Town may terminate the Agreement after affording the DBDA prior notice and a reasonable opportunity to cure its default. On the date specified in any such notice of default for the DBDA to cure its default, should the default not be cured, this Agreement shall terminate. In the event of repeated violation of this Agreement, the Town may elect to terminate the Agreement without any further chance to cure the violation. Should this Agreement be terminated prior to the full expenditure of MSD funds for the fiscal year, the DBDA shall have no claim to the commitment of remaining funds.
- 18. Modification of Agreement, Merger:** This Agreement contains all of the terms and conditions agreed upon by the Town and the DBDA. All discussions between them have been merged into this Agreement, and there are no oral terms or conditions agreed upon by the parties hereto which are not contained in this written Agreement. There shall be no modification of this Agreement unless the modification is in writing and signed by both parties.
- 19. Waiver:** The Town's failure to strictly enforce any of its rights under this Agreement shall not constitute a waiver of such rights, and the parties agree that this provision may itself not be waived by the conduct of the parties, but only by a written instrument executed by each.
- 20. Relationship of Parties:** Each party shall be considered an independent contractor in relation to the other, and neither shall be construed to be an agent or representative of the other party except as agreed upon by both parties and approved by the Boone Town Council. Therefore, neither party shall have any liability to a third party for the acts or omissions of the other party. In addition, neither party nor any of its employees, agents, or contractors shall be deemed to be employees or agents of the other party. Neither party nor any of that party's employees, agents or contractors shall be entitled to compensation for services, worker's compensation or employee benefits from the other party by virtue of this Agreement or actions taken in furtherance of the Agreement.

- 21. Assignments:** The DBDA shall not assign any of its duties under this Agreement or its right to compensation from the Town to any other person or entity without the written consent of the Town, but the Town shall have no responsibility, express or implied, to approve any proposed assignment.
- 22. Force Majeure:** In the event that either party shall be interrupted or delayed in completing performance of its obligations hereunder by an act of God or any other occurrence which is wholly beyond the control of the parties hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 23. Partial Invalidity:** If any term, covenant, condition or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 24. Headings and Construction of Agreement:** The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation or any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party being the drafter hereof.
- 25. Entirety of Agreement:** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 26. Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and venue of any dispute between the parties shall be in Watauga County, North Carolina.
- 27. Execution:** Each party represents and warrants to the other that all necessary authorizations and approvals required for execution and performance of this Agreement have been given and obtained, and that the undersigned individual is duly authorized to execute this Agreement and bind the party for which it signs.
- 28. Notices:** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the Town, to: John Ward
Town Manager
Town of Boone
P.O. Drawer 192
Boone, NC 28607

If to the DBDA, to: President
The Downtown Boone Development Association, Inc.
P.O. Box 362 DTS

Boone, NC 28607

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

Town of Boone, by

Rennie Brantz, Mayor

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

Downtown Boone Development Association, Inc., by

President

Attest: _____ (Seal)
Secretary, Downtown Boone Development Association, Inc.

APPROVAL OF SPECIAL EVENT PERMIT APPLICATION FOR THE GRANDFATHER MOUNTAIN MARATHON

APPROVAL OF RESOLUTION FIXING DATE OF PUBLIC HEARING ON ANNEXATION - MANSA HOSPITALITY, LLC

**RESOLUTION FIXING DATE OF PUBLIC HEARING ON QUESTION
OF ANNEXATION PURSUANT TO G.S. 160A-31**
(Mansa Hospitality, LLC)

WHEREAS, a petition requesting annexation of the area described herein has been received; and
WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, certification by the Town Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the area described herein will be held at Council Chambers at 5:30 p.m. on June 15, 2017.

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

The southern 2.592 acre portion of the lands conveyed to Waltson Associates by deed recorded Book of Records 120 at page 305 not currently within the limits of the Town of Boone and lying on the north side of NCSR No. 1542, commonly know as Jordan V. Cook Road and on the west side of U.S. Highway No. 221/321, bounded on the south by NCSR No. 1542, on the west by Boone Ventures Two, LLC and Horizon Acquisition #2, LLC, on the north by the remaining lands of Waltson Associates and on the east by US Hwy. No. 221/321 as surveyed by Donald H. McNeil, P.L.S., L-2809, survey no. 16166-a, dated November 11, 2016 as BEGINNING on a point in the center of US Hwy 221/321 located South 07 degrees 13 minutes 15 seconds East 677.96' feet from NCGS Monument "DEERFIELD" having NCGS NAD '83 coordinates Northing = 900,535.758, Easting = 1,217,354.964, thence from the BEGINNING and with the center of US Highway 221/321, and the town limits line with a curve to the right having a radius of 958.97 feet, arc length of 225.80 feet (chord: South 14 degrees 32 minutes 15 seconds West 225.28 feet) to a point at the intersection of US Highway 221/321 and N.C.S.R. 1542; thence with the center line of N.C.S.R. 1542 the following (8) courses and distances; (1) North 72 degrees 55 minutes 40 seconds West 68.05 feet to a Steel Spike Set, (2) North 84 degrees 52 minutes 40 seconds West 52.39 feet to a point, (3) South

81 degrees 26 minutes 40 seconds West 45.49 feet to a point, (4) South 73 degrees 56 minutes 40 seconds West 49.55 feet to a point, (5) South 72 degrees 56 minutes 05 seconds West 59.19 feet to a point, (6) South 72 degrees 04 minutes 55 seconds West 66.69 feet to a point, (7) South 69 degrees 36 minutes 50 seconds West 54.64 feet to a point, (8) South 63 degrees 27 minutes 10 seconds West 24.96 feet to an existing railroad spike, said spike being the southeast corner of the lands of Boone Ventures Two, LLC by deed recorded in Book of Records 878 at page 252 and a corner of the Town of Boone City Limits; thence leaving N.C.S.R. 1542 and with the line of Boone Ventures Two LLC and the City Limits line, North 01 degrees 12 minutes 15 seconds East 261.45 feet to an existing 5/8" rebar, the south eastern corner of the lands conveyed to Horizon Acquisition #2 LLC by deed recorded in Book of Records 1600 Page 130; thence with the eastern line of Horizon Acquisition #2 LLC and continuing with the City Limits line, North 01 degrees 12 minutes 15 seconds East 93.88 feet to a point, said point being located South 01 degrees 12 minutes 15 seconds West 245.91 feet from an existing 1/2" pipe; thence with the Town of Boone City Limits line as it crosses the lands of Waltson Associates, South 80 degrees 48 minutes 00 seconds East 458.39 feet to the BEGINNING and covering an area of 2.592 acres, having bearings relative to NCGS NAD '83 and all distances being horizontal measurements.

Section 3. Notice of the public hearing shall be published in the Watauga Democrat, a newspaper having general circulation in the Town of Boone, at least ten (10) days prior to the date of the public hearing.

Adopted this the 18th day of May, 2017.

ATTEST:

Town Clerk

Mayor

(RESOLUTION TO BE TYPED IN BOOK 3, PAGES 320-321)

**APPROVAL OF DEED OF EASEMENT AND ENCROACHMENT AGREEMENT -
MANSA HOSPITALITY, LLC**

DEED OF EASEMENT

Prepared by: *Allison M. Meade, Meade Law PLLC, PO Box 292, Boone, NC 28607*

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

THIS DEED OF EASEMENT, made this the 13 day of April, 2017, by and between Mansa Hospitality, LLC, hereinafter referred to as "Grantor," and the Town of Boone, hereinafter referred to as "Grantee," collectively referred to as the "Parties." The designation of Grantor and Grantee, as used herein, shall include said Parties, their heirs, successors, assigns, and shall include singular, plural, masculine or feminine, as required by context.

WITNESSETH:

A. Grant of Permanent Utility Easement. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee, a permanent utility easement (referred to hereafter in this Agreement as the "Easement"), within the area (the "Easement Area") described in Exhibit "A" attached hereto and incorporated herein by reference. The Easement shall extend, over, within, and across the real property of the Grantor for the purposes of excavating, installing, inspecting, operating, maintaining, repairing, backfilling, and reconstructing water,

sewer, and/or storm water lines, and such pipe, manholes, fittings, fixtures and other accessories as from time to time may be required, together with the full right of access to and egress from the Easement Area. In addition, Grantee may use the Easement Area to excavate, install, inspect, operate, maintain, repair, backfill, and reconstruct other utility lines, including but not limited to sewer, water and electric lines, and may authorize underground encroachments into the Easement Area by pipes and other utility facilities owned by third parties which connect to Grantee's utility lines.

- B. Servient Property Identified.** The property of the Grantor that is subject to this Easement is described in the deed to Grantor recorded in Deed Book of Record 1909, Page 001, Watauga County Registry.

IN CONSIDERATION OF THIS GRANT OF EASEMENT, THE GRANTOR AND THE GRANTEE AGREE TO THE FOLLOWING TERMS:

A. Uses of Easement Area by Grantor. Grantor shall at all times, other than while the utility lines are under actual construction or repair, have the right to use the Easement Area, provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Prohibited uses of the Easement Area by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other permanent obstruction within the permanent utility easement; the planting of trees within the permanent utility easement; the placing of additional fill within the permanent utility easement except after prior written consent from Grantee; and the construction of utility lines owned or maintained by entities other than Grantee, including but not limited to lines for electrical, gas, telephone, or cable services, except after prior written approval by Grantee. Grantor shall be entitled to landscape the area within the permanent utility easement with flowers, grass and/or mulch, so long as Grantor does not damage the Grantee's utility lines or accessories. Grantor shall be entitled to use the easement area as part of any building setback, green area, or livability ratio in order to comply with Grantee's zoning ordinances. Grantor retains the right to fully utilize the permanent utility easement area in any development plan submitted to the Town of Boone so long as it does not conflict with this easement and the provisions herein.

B. Grantee's Duties of Restoration and Repair. Grantee shall restore the topography of the Easement Area, after installation, and any future replacement, of any lines and accessories, to approximately the same condition as existed before said installation. The Grantee further agrees to repair any damage it causes to the Grantor's property as the result of any future uses of the Easement Area undertaken in accordance with this Easement instrument.

C. Grantee's Acknowledgment of Consent. Grantee, by its execution of this Agreement, acknowledges its consent to the terms of the Easement as set forth above.

IN WITNESS WHEREOF, the Parties have executed this Easement Deed under seal on the dates shown below.

[SIGNATURES FOLLOW ON THE NEXT PAGE(S)]

GRANTOR:

MANSA HOSPITALITY LLC

By: _____
Rakenkumar Shah, Manager-Member (Seal)

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, _____, a Notary Public for the County of _____, and State aforesaid, certify that **Rakenkumar Shah** personally came before me this day and acknowledged that he is the Manager/Member of **Mansa Hospitality LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this ____ day of _____, 2017.

(SEAL)

Official Signature of Notary Public_____
Notary's Printed/Typed Name

My Commission Expires: _____

GRANTEE:

The foregoing instrument is approved, this _____ day of _____, 2017.

Town of Boone

By: _____

Mayor

Attested By: _____ (SEAL)

Clerk, Town of Boone

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, _____, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2017.

(SEAL)

Notary Public_____
Printed Name of Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is made and entered into this the ____ day of ____, 2017, by and between the TOWN OF BOONE, party of the first part, and Mansa Hospitality LLC, party of the second part.

W-I-T-N-E-S-S-E-T-H

THAT WHEREAS, the party of the second part desires to encroach on public land designated as the right-of-way for Meadowview Drive (hereinafter referred to as the "public land") located at:

approximately 350 If from its intersection with 2240 Blowing Rock Road with the following: 18.5 If of 5' concrete sidewalk containing a set of stairs and 22 If of 15" HOPE pipe from storm drainage structure 19-21 (Hereinafter referred to as "the encroaching facility", see attached site plan for details); and

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment and the party of the first part, in the exercise of authority conferred upon it by statute and ordinance, is willing to permit the encroachment on public land, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment upon the following conditions, to wit:

That the party of the second part complies with all pertinent provisions of the North Carolina State Building Code, the Town of Boone Unified Development Ordinance and Town of Boone Municipal Code, and such other laws, regulations and ordinances which might apply;

That the said party of the second part binds and obligates itself, its successors and assigns, to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said public land, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the costs incurred for any repairs or maintenance to its roadways, sidewalks and other structures resulting from the installation and existence of the encroaching facility of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the encroaching facility, that the said party of the second part binds itself, its successors and assigns, to promptly remove or alter the said encroaching facility in order to conform to the said requirements of the party of the first part, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and/or other warning devices, as necessary or as requested by the party of the first party Director of Public Works or his designee, for the protection of the public and in the case of encroachment into a street right of way, in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and amendments or supplements thereto. Information as to the above rules and regulations may be obtained from the party of the first part.

That to the extent permitted by law, the party of the second party shall be responsible for all liability associated with the encroachment and encroaching facility. In furtherance of such responsibility, the party of the second part agrees to indemnify and hold harmless the party of the first part from and against any claim by any third party based upon any action or omission occurring during construction and maintenance of the encroaching facility, as well as from and against any and all claims, demands, suits, causes of action, or other assertion of responsibility, however denominated, for personal injury, damage to property, losses and expenses, including court costs and attorney's fees, arising out of or in any way related to the encroachment or encroaching facility;

That where pertinent and requested by the party of the first part, the party of the second part agrees to name the party of the first part as an additional insured on its and/or its contractor's general liability insurance policies applicable to the encroachment or encroaching facility.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such encroaching facility as the party of the first part carries out its construction and maintenance operations, and the party of the second party expressly waives all claims of liability or responsibility against the party of the first party for any damage that may be caused to the encroaching facility as the result of the Town carrying out any construction and maintenance operations. The party of the second part acknowledges that with regard to canopies, awnings, signs and similar encroachments, even where same fully comply with the Town of Boone Unified Development Ordinance, when placed less than ten feet above the surface of a public sidewalk, such obstructions are at great risk of damage by the equipment of the party of the first part during snow removal and general sidewalk construction and maintenance, and the party of the second part understands that by placing the

encroaching facility less than ten feet above the surface of a public sidewalk, the party of the second party is knowingly and intentionally assuming that heightened risk of damage.

That the party of the second part agrees to be bound by such other and additional conditions as the Town Council may impose in connection with the encroaching facility.

The party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution to the rivers, streams, lakes, reservoirs, other water impoundments; ground surfaces or other property; or pollution of the air. The party of the second part shall comply with all applicable rules and regulations of the North Carolina Sedimentation Control Commission, the Town of Boone Unified Development Ordinance and all other applicable laws and regulations relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and the existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the party of the first part. The party of the second part shall comply with all pertinent ordinances, rule, regulations and laws, and failure to do so shall be a basis for revocation of this encroachment agreement by the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessity by the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work referred to in this agreement is being performed on a completed public street open to traffic, the party of the second part agrees to give written notice of when work will begin to the party of the first part.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the encroaching facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun and completed within 2 year(s) from the date of this agreement unless written waiver is secured by the party of the second part from the party of the first part.

The party of the first part expressly reserves the unrestricted right to require the party of the second part to change the location of the encroaching facility described herein at no expense to the party of the first part.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed as of the day and year first above written.

ATTEST:

Town Clerk

Town of Boone

By: _____

Mayor

ATTEST:

Secretary/Witness

Party of the Second Part

By: _____

President/Member-Manager/Owner

APPROVAL OF AGREEMENT FOR UTILITY EASEMENTS FOR RAW WATER INTAKE

AGREEMENT FOR UTILITY EASEMENTS

This agreement is made this ____ day of ____, 2017 by and between **Ernest W. Moretz and wife Peri H. Moretz**, hereinafter referred to as "Grantors," and the **Town of Boone**, hereinafter referred to as "Grantee," collectively referred to as the "Parties." The designation Grantor and Grantee, as used herein, shall include said Parties, their heirs, successors, assigns, and shall include singular, plural, masculine or feminine, as required by context.

WITNESSETH:

WHEREAS, Grantee requires that electric power service be provided to its property, being all or a portion of the land described in that instrument recorded at Book 1425, Page 405 of the Watauga County Registry;

WHEREAS, Grantors own one or more parcels that adjoin Grantee's aforesaid property;

WHEREAS, Grantee desires that underground electric service be provided to its property by means of a route that will go upon Grantors' property and require one or more utility easements from Grantors;

WHEREAS, said electric service will be provided by Blue Ridge Electric Membership Company ("BREMCO");

WHEREAS, on the terms set forth herein, Grantors agree to provide utility easements to BREMCO as necessary to provide said electric service to Grantee's property;

NOW THEREFORE, the Parties do agree as follows:

- A. Grant of Utility Easement(s).** Grantors, for the consideration specified herein, shall provide rights of way, easements and access to BREMCO for installation of 3-phase power service over and across the Grantors' property or properties. These utility easements will be executed by Grantors and their relative, Lois Walker, contemporaneously with execution of this Agreement.
- B. Consideration.** In exchange for the utility easements being granted by Grantors and Lois Walker to BREMCO, and promptly following execution by Grantors of said easements and execution of this Agreement by all Parties, Grantee shall pay for the improvements to Grantors' driveway specified on the Proposal supplied by Moretz Paving, Inc. dated February 15, 2017 and attached hereto as Exhibit A. (By way of clarification, the Parties note that Grantors are not related to the second or closer degree to the owner(s) of Moretz Paving.) These improvements are the sole and exclusive consideration to be provided in exchange for Grants and Lois Walker providing the utility easements specified per (A) above. The Town of Boone shall have no responsibility to warrant or maintain the improvements once installed. Any warranty shall be as customarily provided by the installer, Moretz Paving, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal on the dates shown below.

GRANTOR(S):

____ (SEAL)
Ernest W. Moretz

____ (SEAL)
Peri H. Moretz

State of _____ - County or City of _____

I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this ____ day of _____, 2017.

Notary Public

Notary's Printed or Typed Name

My Commission Expires: _____

[grantee's signature follows on next page]

GRANTEE:

The foregoing instrument is approved, this ____ day of _____, 2017.

Attested By: _____ (SEAL) Mayor Town of Boone
Clerk, Town of Boone By: _____

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, _____, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 2017.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

Accompanying Budget Amendment:

Description:	Account Number:	To:	From:
Contracted Services	030-700-802-577000	\$31,708	
Infrastructure Reserve	030-000-000-498033		(\$31,708)

APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS - SHADOWLINE

STATE OF NORTH CAROLINA
WATAUGA COUNTY

TEMPORARY CONSTRUCTION
EASEMENT
(Shadowline Culvert Replacement: PIN 2910536437000)

THIS TEMPORARY CONSTRUCTION EASEMENT, made and entered into this ____ day of ___, 2017 by and between Shadline Limited Partnership, also known as Shadline, A North Carolina Limited Partnership (herein “Grantor”) and the Town of Boone, a North Carolina municipal corporation (herein “Grantee”). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH

WHEREAS, Grantor is the owner of certain tracts of land located in Watauga County, North Carolina, and more particularly described in Book of Records 408, Page 340 and recorded in the Office of the Register of Deeds for Watauga County, North Carolina (herein “Real Property”); and

WHEREAS, Grantee desires to construct stormwater improvements by replacing existing culvert with a designed culvert underneath Shadowline Drive as part of the Shadowline Culvert Replacement Project (herein “Project”); and

WHEREAS, the Project will be a benefit to the area by reducing the impact of stormwater within the vicinity of Shadowline Drive; and

WHEREAS, in order to construct the Project, Grantee requires a temporary construction easement to gain entry upon and access over a portion of the Real Property of the Grantor to perform the work necessary to complete the Project (herein “Easement Area”); and

WHEREAS, the Grantee is responsible for all cost associated with completing the Project and the work within the Easement Area, which may include, but is not limited to: altering and repairing portions of curbs, hardscapes, lawn areas, landscaping, utility services, or other ancillary items; and

WHEREAS, this Temporary Construction Easement will terminate upon the completion of the Project;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor by these presents does hereby grant, donate and convey unto the Grantee a temporary construction easement and authorizes the Grantee to access, enter, and perform work on the Easement Area as set forth herein, for the purposes of constructing and completing the Project.

TEMPORARY CONSTRUCTION EASEMENT

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE THAT:

1. The Temporary Construction Easement granted here in is more particularly described as follows:
 - a. “Construction Easement No 3,” consisting of approximately 0.032 acres, as shown on the attached Exhibit A, which is incorporated herein by reference.
2. The Temporary Construction Easement granted herein is for the purposes of: excavation; digging; storing dirt; storing supplies and materials; moving and using equipment; replacing stormwater culvert; stabilizing the site; restoring surfaces; and generally carrying out the completion of the construction of the stormwater culvert replacement and associated restoration over and upon a portion of the Grantors’ Real Property for all purposes in connection with construction of the Project.
3. Grantee shall have the right to do all things necessary or convenient to the rights granted herein; including, but not being limited to, the following:
 - a. That the Grantee shall have the right to clear the Easement Area described above and the right, but not the obligation, to keep the Easement Area clear at all times, and the right to remove from the

Easement Area all brush, trees and other obstructions, and to go upon said Easement Area whenever necessary for the purpose of clearing the same and removing there from all brush, trees and other obstructions of any kind.

- b. That the Grantee shall have the right to grade, fill, install replacement stormwater culvert, fill existing stormwater culvert, pump around for working in the dry, site stabilization, and make access improvements within the Easement Area in connection with the stormwater improvements on the adjacent right of way.
4. The Grantor shall have the full power and right to use the land over which the easement granted herein exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause: (1) the Easement Area to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the Easement Area; and (3) Grantee's facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns.
5. The Grantee agrees to restore said Easement Area after construction of the Project and all related accessories to substantially the same condition as existed before construction.
6. This Temporary Construction Easement shall expire upon final completion of the Project.

TO HAVE AND TO HOLD the Grantor hereby grants said Temporary Construction Easement unto said Grantee, its successors and assigns, upon the terms and for the duration set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

GRANTOR:

Shadline Limited Partnership, also known as Shadline, A North Carolina Limited Partnership

____(SEAL)

Name: Graydon Eggers, Jr. Title: General Partner

____(SEAL)

Name: James C. Stanley Title: General Partner

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, certify that **Graydon Eggers, Jr.** personally came before me this day and acknowledged that s/he is a General Partner of Shadline Limited Partnership, also known as Shadline, A North Carolina Limited Partnership, a North Carolina or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed.

Date: _____

Official Signature of Notary Public

Notary's Printed/Typed Name

My Commission Expires:

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, certify that **James C. Stanley** personally came before me this day and acknowledged that s/he is a General Partner of Shadline Limited Partnership, also known as Shadline, A North Carolina Limited Partnership, a North Carolina or corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed

Date: _____

Official Signature of Notary Public

Notary's Printed/Typed Name

My Commission Expires: _____

GRANTEE:

The foregoing instrument is approved, this _____ day of __, 2017.

Town of Boone

By: _____ Rennie Brantz, Mayor

Attested By:_(SEAL) Christine Pope, Clerk, Town of Boone

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that **Christine Pope** personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, **Rennie Brantz**, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this __ day of __, 2017.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
WATAUGA COUNTY

**TEMPORARY CONSTRUCTION
EASEMENT**

(Shadowline Culvert Replacement: PIN 2910438349000)

THIS TEMPORARY CONSTRUCTION EASEMENT, made and entered into this ____ day of __, 2017 by and between Shadowline Partners, LLC, a North Carolina limited liability company (herein “Grantor”) and the Town of Boone, a North Carolina municipal corporation (herein “Grantee”). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH

WHEREAS, Grantor is the owner of certain tracts of land located in Watauga County, North Carolina, and more particularly described in Book of Records 1224, Page 666 and recorded in the Office of the Register of Deeds for Watauga County, North Carolina (herein “Real Property”); and

WHEREAS, Grantee desires to construct stormwater improvements by replacing existing culvert with a designed culvert underneath Shadowline Drive as part of the Shadowline Culvert Replacement Project (herein “Project”); and

WHEREAS, the Project will be a benefit to the area by reducing the impact of stormwater within the vicinity of Shadowline Drive; and

WHEREAS, in order to construct the Project, Grantee requires a temporary construction easement to gain entry upon and access over a portion of the Real Property of the Grantor to perform the work necessary to complete the Project (herein “Easement Area”); and

WHEREAS, the Grantee is responsible for all cost associated with completing the Project and the work within the Easement Area, which may include, but is not limited to: altering and repairing portions of curbs, hardscapes, lawn areas, landscaping, utility services, or other ancillary items; and

WHEREAS, this Temporary Construction Easement will terminate upon the completion of the Project;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor by these presents does hereby grant, donate and convey unto the Grantee a temporary construction easement and authorizes the Grantee to access, enter, and perform work on the Easement Area as set forth herein, for the purposes of constructing and completing the Project.

TEMPORARY CONSTRUCTION EASEMENT

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE THAT:

1. The Temporary Construction Easement granted here in is more particularly described as follows:
 - a. “Construction Easement No 1,” consisting of approximately 0.074 acres, and “Construction Easement No 2,” consisting of approximately 0.005 acres as shown on the attached Exhibit A, which is incorporated herein by reference
2. The Temporary Construction Easement granted herein is for the purposes of: excavation; digging; storing dirt; storing supplies and materials; moving and using equipment; replacing stormwater culvert; stabilizing the site; restoring surfaces; and generally carrying out the completion of the construction of the stormwater culvert replacement and associated restoration over and upon a portion of the Grantors’ Real Property for all purposes in connection with construction of the Project.
3. Grantee shall have the right to do all things necessary or convenient to the rights granted herein; including, but not being limited to, the following:
 - a. That the Grantee shall have the right to clear the Easement Area described above and the right, but

not the obligation, to keep the Easement Area clear at all times, and the right to remove from the Easement Area all brush, trees and other obstructions, and to go upon said Easement Area whenever necessary for the purpose of clearing the same and removing there from all brush, trees and other obstructions of any kind.

- b. That the Grantee shall have the right to grade, fill, install replacement stormwater culvert, fill existing stormwater culvert, pump around for working in the dry, site stabilization, and make access improvements within the Easement Area in connection with the stormwater improvements on the adjacent right of way.
4. The Grantor shall have the full power and right to use the land over which the easement granted herein exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause: (1) the Easement Area to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the Easement Area; and (3) Grantee's facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns.
5. The Grantee agrees to restore said Easement Area after construction of the Project and all related accessories to substantially the same condition as existed before construction.
6. This Temporary Construction Easement shall expire upon final completion of the Project.

TO HAVE AND TO HOLD the Grantor hereby grants said Temporary Construction Easement unto said Grantee, its successors and assigns, upon the terms and for the duration set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

GRANTOR:
Shadowline Partners, LLC

____(SEAL)
Name: Title:

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, certify that _____ personally came before me this day and acknowledged that s/he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed.
Date: _____

Official Signature of Notary Public

Notary's Printed/Typed Name

My Commission
Expires: _____

GRANTEE:

The foregoing instrument is approved, this ____ day of __, 2017.

Town of Boone

By: _____ Rennie Brantz, Mayor

Attested By:_(SEAL) Christine Pope, Clerk, Town of Boone

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that **Christine Pope** personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, **Rennie Brantz**, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this _ day of __, 2017.

Notary Public

Printed Name of Notary Public

My Commission Expires: ____

STATE OF NORTH CAROLINA
WATAUGA COUNTY

TEMPORARY CONSTRUCTION EASEMENT
(Shadowline Culvert Replacement: PIN 2910521985000)

THIS TEMPORARY CONSTRUCTION EASEMENT, made and entered into this ____ day of __, 2017 by and between Paul Brown Enterprises, Inc., a North Carolina corporation (herein "Grantor") and the Town of Boone, a North Carolina municipal corporation (herein "Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH

WHEREAS, Grantor is the owner of a certain tract of land located in Watauga County, North Carolina, and more particularly described in Book of Records 210, Page 212 and recorded in the Office of the Register of Deeds for Watauga County, North Carolina (herein "Real Property"); and

WHEREAS, Grantee desires to construct stormwater improvements by replacing existing culvert with a designed culvert underneath Shadowline Drive as part of the Shadowline Culvert Replacement Project (herein "Project"); and

WHEREAS, the Project will be a benefit to the area by reducing the impact of stormwater within the vicinity of Shadowline Drive; and

WHEREAS, in order to construct the Project, Grantee requires a temporary construction easement to gain entry upon and access over a portion of the Real Property of the Grantor to perform the work necessary to complete

the Project (herein "Easement Area"); and

WHEREAS, the Grantee is responsible for all cost associated with completing the Project and the work within the Easement Area, which may include, but is not limited to: altering and repairing portions of curbs, hardscapes, lawn areas, landscaping, utility services, or other ancillary items; and

WHEREAS, this Temporary Construction Easement will terminate upon the completion of the Project;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor by these presents does hereby grant, donate and convey unto the Grantee a temporary construction easement and authorizes the Grantee to access, enter, and perform work on the Easement Area as set forth herein, for the purposes of constructing and completing the Project.

TEMPORARY CONSTRUCTION EASEMENT

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE THAT:

1. The Temporary Construction Easement granted here in is more particular described as follows:
 - a. "Construction Easement No 4," consisting of approximately 0.024 acres, as shown on the attached Exhibit A, which is incorporated herein by reference.
2. The Temporary Construction Easement granted herein is for the purposes of: excavation; digging; storing dirt; storing supplies and materials; moving and using equipment; replacing stormwater culvert; stabilizing the site; restoring surfaces; and generally carrying out the completion of the construction of the stormwater culvert replacement and associated restoration over and upon a portion of the Grantors' Real Property for all purposes in connection with construction of the Project.
3. Grantee shall have the right to do all things necessary or convenient to the rights granted herein; including, but not being limited to, the following:
 - a. That the Grantee shall have the right to clear the Easement Area described above and the right, but not the obligation, to keep the Easement Area clear at all times, and the right to remove from the Easement Area all brush, trees and other obstructions, and to go upon said Easement Area whenever necessary for the purpose of clearing the same and removing there from all brush, trees and other obstructions of any kind.
 - b. That the Grantee shall have the right to grade, fill, install replacement stormwater culvert, fill existing stormwater culvert, pump around for working in the dry, site stabilization, and make access improvements within the Easement Area in connection with the stormwater improvements on the adjacent right of way.
4. The Grantor shall have the full power and right to use the land over which the easement granted herein exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause: (1) the Easement Area to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the Easement Area; and (3) Grantee's facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns.
5. The Grantee agrees to restore said Easement Area after construction of the Project and all related accessories to substantially the same condition as existed before construction.
6. This Temporary Construction Easement shall expire upon final completion of the Project.

TO HAVE AND TO HOLD the Grantor hereby grants said Temporary Construction

Easement unto said Grantee, its successors and assigns, upon the terms and for the duration set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

GRANTOR:

Paul Brown Enterprises, Inc.

_____(SEAL)

Name: Carroll E. Garland Title: President

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, certify that _____ personally came before me this day and acknowledged that s/he is the _____ of _____, a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed.

Date: _____

Official Signature of Notary Public

Notary's Printed/Typed Name

My Commission Expires: _____

GRANTEE:

The foregoing instrument is approved, this _____ day of ___, 2017.

Town of Boone

By: _____ Rennie Brantz, Mayor

Attested By:_(SEAL) Christine Pope, Clerk, Town of Boone

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that **Christine Pope** personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, **Rennie Brantz**, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this ___ day of ___, 2017.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
WATAUGA COUNTY

TEMPORARY CONSTRUCTION EASEMENT
(Shadowline Culvert Replacement: PIN 2910534544000)

THIS TEMPORARY CONSTRUCTION EASEMENT, made and entered into this ____ day of __, 2017 by and between Watauga County, a North Carolina body politic (herein "Grantor") and the Town of Boone, a North Carolina municipal corporation (herein "Grantee"). The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine, or neuter as required by context.

WITNESSETH

WHEREAS, Grantor is the owner of a certain tract of land located in Watauga County, North Carolina, and more particularly described in Book of Records 1636, Page 261 and recorded in the Office of the Register of Deeds for Watauga County, North Carolina (herein "Real Property"); and

WHEREAS, Grantee desires to construct stormwater improvements by replacing existing culvert with a designed culvert underneath Shadowline Drive as part of the Shadowline Culvert Replacement Project (herein "Project"); and

WHEREAS, the Project will be a benefit to the area by reducing the impact of stormwater within the vicinity of Shadowline Drive; and

WHEREAS, in order to construct the Project, Grantee requires a temporary construction easement to gain entry upon and access over a portion of the Real Property of the Grantor to perform the work necessary to complete the Project (herein "Easement Area"); and

WHEREAS, the Grantee is responsible for all cost associated with completing the Project and the work within the Easement Area, which may include, but is not limited to:
altering and repairing portions of curbs, hardscapes, lawn areas, landscaping, utility services, or other ancillary items; and

WHEREAS, this Temporary Construction Easement will terminate upon the completion of the Project;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor by these presents does hereby grant, donate and convey unto the Grantee a temporary construction easement and authorizes the Grantee to access, enter, and perform work on the Easement Area as set forth herein, for the purposes of constructing and completing the Project.

TEMPORARY CONSTRUCTION EASEMENT

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE THAT:

1. The Temporary Construction Easement granted herein is more particular described as follows:
 - a. "Construction Easement No 5," consisting of approximately 0.002 acres, as shown on the attached Exhibit A, which is incorporated herein by reference.

2. The Temporary Construction Easement granted herein is for the purposes of: excavation; digging; storing dirt; storing supplies and materials; moving and using equipment; replacing stormwater culvert; stabilizing the site; restoring surfaces; and generally carrying out the completion of the construction of the stormwater culvert replacement and associated restoration over and upon a portion of the Grantors' Real Property for all purposes in connection with construction of the Project.
3. Grantee shall have the right to do all things necessary or convenient to the rights granted herein; including, but not being limited to, the following:
 - a. That the Grantee shall have the right to clear the Easement Area described above and the right, but not the obligation, to keep the Easement Area clear at all times, and the right to remove from the Easement Area all brush, trees and other obstructions, and to go upon said Easement Area whenever necessary for the purpose of clearing the same and removing there from all brush, trees and other obstructions of any kind.
 - b. That the Grantee shall have the right to grade, fill, install replacement stormwater culvert, fill existing stormwater culvert, pump around for working in the dry, site stabilization, and make access improvements within the Easement Area in connection with the stormwater improvements on the adjacent right of way.
4. The Grantor shall have the full power and right to use the land over which the easement granted herein exists for all purposes not inconsistent with the rights acquired hereto and the use thereof by Grantee, except that Grantor shall not cause: (1) the Easement Area to be undermined in any way; (2) any buildings, walls, septic tanks, absorption pits, underground or overhead storage tanks or burial ground to be placed on the Easement Area; and (3) Grantee's facilities to be interfered with or endangered by Grantor, their heirs, successors or assigns.
5. The Grantee agrees to restore said Easement Area after construction of the Project and all related accessories to substantially the same condition as existed before construction.
6. This Temporary Construction Easement shall expire upon final completion of the Project.

TO HAVE AND TO HOLD the Grantor hereby grants said Temporary Construction Easement unto said Grantee, its successors and assigns, upon the terms and for the duration set forth above.

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hands and seals, this the day and year first above written and if corporate, by its duly authorized representative.

GRANTOR:
WATAUGA COUNTY

By: _____ Deron Geouque
County Manager

Attested By: (SEAL) Anita J. Fogle, Clerk, Watauga County

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that **Anita J. Fogle** personally appeared before me this day and acknowledged that she is the Clerk for the County of Watauga, a North Carolina body politic, and that by authority duly given and as an act of the County of Watauga, the foregoing instrument was signed in its name by its County Manager, Deron Geouque, and attested by her as the County Clerk.

Witness my hand and official stamp or seal, this ___ day of ___, 2017.

Notary Public

Printed Name of Notary Public

My Commission Expires: ____
GRANTEE:

The foregoing instrument is approved, this ____ day of __, 2017.

Town of Boone

By: _____ Rennie Brantz, Mayor

Attested By:_(SEAL) Christine Pope, Clerk, Town of Boone

STATE OF NORTH CAROLINA COUNTY OF WATAUGA

I, a Notary Public of the County and State aforesaid, certify that **Christine Pope** personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipal corporation, and that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by Mayor, **Rennie Brantz**, and attested by her as the Town Clerk.

Witness my hand and official stamp or seal, this __ day of __, 2017.

Notary Public

Printed Name of Notary Public

My Commission Expires: ____

APPROVAL OF WHITENER DRIVE SEWER IMPROVEMENTS CHANGE ORDER

APPROVAL OF TAX RELEASES AND REFUNDS

Tax Releases

CO2

May, 2015

Taxpayer	Year	Amount	Description
GLIDEWELL ATTORNEY LAW OFFICE	2014	6.15	MOVED TO AVERY CO.
		6.15	

June, 2015

Taxpayer	Year	Amount	Description
WILSON, RONNIE	2014	73.80	INCORRECT DATA
VAUGHN INVESTIGATION	2014	1.40	OUT OF BUSINESS
	2013	.78	OUT OF BUSINESS

KLYMAN, KAREN	2013	1.11	PAID THROUGH NCVTS
		77.09	

August, 2015

Taxpayer	Year	Amount	Description
GLEN WILDE LLC	2015	4355.55	BROWNFIELD PROJECT YEAR 4
		4355.55	

September, 2015

Taxpayer	Year	Amount	Description
BATCHELOR, COLIN BRADLEY	2015	147.60	LISTED IN MECKLENBURG CO.
CARDTRONICS LP	2015	7.61	INCORRECT DEP. CODE SCHD.
COOKIES & CREAM	2015	103.32	INCORRECT AMT. LISTED
HEAVENLY TOUCH MASSAGE	2015	112.75	SOLD OUT
TEMPLETON, PHYLLIS H TEMPLETON, PHILLIP A	2015	959.81	CLERICAL ERROR
TERRACE APTS	2015	80.36	BUSINESS SOLD
DAVIS, BURTON	2015	4.06	BOAT SOLD IN 2013
	2014	4.06	BOAT SOLD IN 2013
		1419.57	

October, 2015

Taxpayer	Year	Amount	Description
HIGH COUNTRY VENDING	2015	144.89	INCORRECT VALUE APPLIED
LOST PROVINCE BREWING COMPANY	2015	3939.85	REC'V AMENDED LISTING
ML PHILLIPS FAMILY LIMITED PARTNERSHIP	2015	80.77	CLERICAL ERROR
US BANK NATIONAL ASSOC.	2015	771.92	INCORRECT AMT. BILLED
WEST, JIMMIE GRAY	2015	8.20	OVER ASSESSED
WESTERN OILFIELDS SUPPLY CO	2015	33.46	BUSINESS CLOSED 2014
WWC DEVELOPMENT LLC	2015	2121.34	CLERICAL ERRORS
GEELEE INC dba GRAPEVINE MUSIC & VIDEO	2008	37.00	BUSINESS CLOSED IN 2007
		7137.43	

November, 2015

Taxpayer	Year	Amount	Description
CAROLINA WEST WIRELESS INC	2015	16066.42	DOUBLE BILLED
RIDGE RUNNER TRADING CO., INC.	2015	230.50	NOT IN TOB
		16296.92	

December, 2015

Taxpayer	Year	Amount	Description
BEEBE, MARK & DANIEL	2007	15.69	MOBILE HOME SOLD 2006
		15.69	

January, 2016

Taxpayer	Year	Amount	Description
KENNEY, WILLIAM F. JR.	2015	24.24	SOLD
BEAD BOX GRATEFUL GROUNDS INC	2013	35.59	OUT OF BUSINESS 2012
		59.83	

February, 2016

Taxpayer	Year	Amount	Description
CURTIS R PAGE , DDS, PA GENERAL DENTISTRY	2015	201.23	SOLD TO DR. WALDREP
		201.23	

April, 2016

Taxpayer	Year	Amount	Description
SPRINT NEXTEL CORP. dba NEXTEL SOUTH CORP.	2015	9.02	TAXED UNDER PUBLIC UTILITIES
DON BUTLER & ASSOC INC	2015	2.79	CLOSED BUSINESS 2013
	2014	2.79	CLOSED BUSINESS 2013
CEDAR FALLS INC	2013	106.89	OUT OF BUSINESS 2012
	2012	98.72	OUT OF BUSINESS 2012
		220.21	

May, 2016

Taxpayer	Year	Amount	Description
FLORIDA'S NATURAL FOOD SERVICE	2015	22.82	CLERICAL ERROR
MARKET PLACE OF BOONE, LLC	2015	1354.64	CLERICAL ERROR
ODP, INC	2015	419.82	CLERICAL ERROR
		1797.28	

June, 2016

Taxpayer	Year	Amount	Description
CAROLINA YOGURT OF BOONE & LENOIR II	2012	188.11	OUT OF BUSINESS 2010
	2011	221.05	OUT OF BUSINESS 2010
WILCOX & WRIGHT LLC	2010	1101.31	DISCOVERY DONE IN ERROR
WILCOX EMPORIUM WAREHOUSE INC	2010	8.97	DISCOVERY DONE IN ERROR
		1519.44	

September, 2016

Taxpayer	Year	Amount	Description
BANNER, NELL	2016	189.42	OA EXEMPTION
BERRY, NANCY	2016	6.48	ADJUSTED VALUE
CAROLINA WEST WIRELESS INC	2016	15009.32	NOW BILLED AS PUBLIC UTILITY
CIT FINANCE LLC	2016	66.83	FILED EQUIPMENT TWICE
COOKIES & CREAM	2016	103.32	OWNER LISTED 28000 INSTEAD OF 2800
CULLER, JOHN M.	2016	4.10	ADJUSTED VALUE
ePLUS GROUP	2016	1.85	NO EQUIPMENT IN TOB
MMC MCGRATH RENTCORP	2016	189.58	NO EQUIPMENT IN TOB
NORRIS, DOROTHY	2016	283.11	OA EXEMPTION
RIDGE RUNNER TRADING CO., INC.	2016	223.25	BUSINESS NOT IN TOB
VICENTE, JAVIER	2016	788.43	PROPERTY IN SEVEN DEVILS
VILLAGE LAUNDRY INC	2016	159.65	OUT OF BUSINESS
THE WELLNESS CENTER	2016	1287.20	EXEMPT
		18312.54	

October, 2016

Taxpayer	Year	Amount	Description
ASU BOARD OF TRUSTEES OF THE ENDOWMENT FUND	2016	3468.19	EXEMPT
BOONE UROLOGY CENTER PA	2016	357.73	OWNED BY ARHS – EXEMPT
ELLIOTT MORTIMER AND ASSOCIATES	2016	3.73	BUSINESS CLOSED
GRAHAM, WILLIAM F AND JANE	2016	123.00	DOUBLE BILLED
		3952.65	

November, 2016

Taxpayer	Year	Amount	Description
ALDRIDGE, JOANNE	2016	3.69	CLERICAL ERROR
HUNAN OF HIGH COUNTRY INC	2016	77.20	BUSINESS SOLD
SEW AND SO EMBROIDERY AND SCREEN PRINTING	2016	105.19	BUSINESS NOT IN TOB
BEST LOCATIONS	2016	1182.85	PTC APPEAL
	2015	1182.85	PTC APPEAL
		2551.78	

December, 2016

Taxpayer	Year	Amount	Description
PINEY POINTE LTD dba BLACK BEAR BOOKS	2016	57.11	BUSINESS CLOSED
	2015	55.15	BUSINESS CLOSED
		3952.65	

January, 2017

Taxpayer	Year	Amount	Description
DISH NETWORK LLC	2016	528.12	INCORRECT CALCULATION
LIPPARD, NOAH M.	2016	49.65	INCORRECT VALUE
		577.77	

February, 2017

Taxpayer	Year	Amount	Description
YONAHLOSSEE RESORT ACCOMMODATIONS INC	2014	134.08	SOLD BUSINESS
	2015	131.87	
	2016	118.08	
		384.03	

March, 2017

Taxpayer	Year	Amount	Description
BORUM HEALTHCARE, LLC dba GLENBRIDGE HEALTH & RHAB.	2015	1183.75	BUSINESS BANKRUPT LISTED LYNNHAVEN
	2016	1048.41	BUSINESS WAS LISTING 2 DIFFERENT NAMES
CLARK KEEFE RECRUITERS INC	2014	30.13	OUT OF BUSINESS
	2015	30.13	
	2016	27.39	
MERIDIAN TIMBERWORKS INC.	2016	41.29	OUT OF BUSINESS
ROBERT CHARLES SALON	2016	24.23	OUT OF BUSINESS
SIMPLY TAN	2015	61.21	OUT OF BUSINESS
	2016	61.21	
SKYLINE TELEPHONE MEMBERSHIP CORP.	2016	2297.64	EXEPMT
		4805.39	

MS1

May, 2015

Taxpayer	Year	Amount	Description
GLIDEWELL ATTORNEY LAW OFFICE	2014	3.15	MOVED TO AVERY COUNTY
		3.15	

June, 2015

Taxpayer	Year	Amount	Description
KLYMAN, KAREN	2013	.63	PAID THROUGH NCVTS
		0.63	

October, 2015

Taxpayer	Year	Amount	Description
HIGH COUNTRY VENDING	2015	164.70	APPLIED INCORRECT VALUE

LOST PROVINCE BREWING COMPANY	2015	2017.97	REC'V AMENDED LISTING
US BANK NATIONAL ASSOC.	2015	829.43	BILLED INCORRECT AMT.
GEELEE INC dba GRAPEVINE MUSIC & VIDEO	2008	21.00	BUSINESS CLOSED IN 2007
		3033.1	

May, 2016

Taxpayer	Year	Amount	Description
ODP, INC	2015	215.03	CLERICAL ERROR
		215.03	

Tax Refunds
CO2

June, 2015

Taxpayer	Year	Amount	Description
KLYMAN, KAREN	2013	.51	PAID ON NCVTS
		.51	

October, 2015

Taxpayer	Year	Amount	Description
US BANK NATIONAL ASSOC.	2015	771.92	SYSTEM CHARGED EACH JURISDICTION ENTIRE AMOUNT
		771.92	

November, 2016

Taxpayer	Year	Amount	Description
BEST LOCATIONS LLC	2015	1182.85	PTC APPEAL
		1182.85	

March, 2017

Taxpayer	Year	Amount	Description
BORUM HEALTHCARE, LLC dba GLENBRIDGE HEALTH & RHAB.	2015	1183.75	BUSINESS WAS LISTING 2 DIFFERENT NAMES
		1183.75	

MS1

June, 2015

Taxpayer	Year	Amount	Description
KLYMAN, KAREN	2013	.28	PAID ON NCVTS
		.28	

October, 2015

Taxpayer	Year	Amount	Description
US BANK NATIONAL ASSOC.	2015	829.43	SYSTEM CHARGED EACH JURISDICTION ENTIRE AMOUNT
		829.43	

APPROVAL OF BUDGET AMENDMENTS

Description:	Account Number:	To:	From:
Maintenance – Vehicles	010-500-300- 525301	\$1,251	
Miscellaneous Revenue	010-000-000- 489900		(\$1,251)
Capital Outlay – Automobiles	010-500-300- 573100	\$18,675.41	
Miscellaneous Revenue	010-000-000- 489900		(\$18,675.41)
Contracted Services	030-700-804- 577000	\$605,000	
Infrastructure Reserve	030-000-000- 498033		(\$605,000)
Maintenance & Repair – Building/Fire Station #1	010-406-000- 525101	\$24,419	
Maintenance & Repair – Building/Fire Station #2	010-415-000- 525101	\$34,983	
Maintenance & Repair – Building/Fire Station #3	010-420-000- 525101	\$50,444	
FEMA Fire Grant	010-000-000- 448030		(\$76,885)
Grant Match Funding	010-400-000- 539907		(\$32,961)
Overtime – Fire	010-500-350-	\$9,800	

Department	501201		
FICA – Fire Department	010-500-350-508101		
Retirement – Fire Department	010-500-350-508211		
401(K) – Fire Department	010-500-350-508222		
Appropriated Fund Balance – General Fund	010-000-000-499900		(\$9,800)

COUNCIL MATTERS

DISCUSSION AND DIRECTION REGARDING THE WELLNESS DISTRICT AND DOWNTOWN DESIGN STANDARDS

Planning Director Jane Shook advised Council that staff would like to wait until they receive the booklet from Clemson University regarding Health Community Planning before moving forward with any further discussions on changes to the Wellness District. She indicated the information is expected to be received mid-to-late summer and they would hold another community meeting with affected property owners before taking any changes to public hearing. Ms. Shook added that while the Town is waiting for that information, they would like move forward with working on modifications to the Downtown Design Standards. She advised Council that the affected property owners as well as other Town boards and commissions who work on aspects of the downtown area would all be invited to attend a community meeting for these modifications as well prior to taking any revisions to public hearing. It was the consensus of Council to move forward with this recommendation.

RESULT:	CONSENSUS
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CONSIDERATION OF ITEM HEARD AT APRIL PUBLIC HEARING - ARTICLE 9 UDO TEXT AMENDMENTS

Planning Director Jane Shook presented proposed amendments to UDO Article 9 to add additional clarification in order to make the section more easily understandable. Following a question by Council Member Mason, Ms. Shook advised that the revised text allows staff to move certain amendments to public hearing without first presenting to Council but only in certain cases such as when State law has changed, an error in text was found or something similar to rezoning a property that is in the process of being annexed into the Town.

CASE PL00421-041017 VOTE #1

Upon a motion by Council Member Mason, seconded by Council Member Underdown Collins, Council moved that the proposed amendment to the Town's zoning ordinance is consistent with the Town's Comprehensive Plan and other applicable adopted plans of the Town which relate to this application because it will make interpretations and use of this UDO clearer and easier to understand, which is in line with the 2006 Comprehensive Plan policy 2.1 The Economy, 2.2.1 E (E.1) Economic Development. This proposed change directs people to continue to look for ways to make development regulations and permit procedures more predictable and timely.

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

CASE PL00421-041017 VOTE #2

Upon a motion by Council Member Mason, seconded by Council Member Underdown Collins, Council moved to approve the proposed amendment to the Town's zoning ordinance and believe approval is reasonable and in the public interest because the proposed change will make the existing document clearer and easier to understand.

§ 9.02 INITIATION OF AMENDMENTS.

9.02.01 Text and map amendment.

A. Any person may request the Council to set a public hearing to consider a text amendment or a general map amendment, Conditional District map amendment or Planned Development map amendment (the later three being collectively referred to as “map amendments” or “rezonings”).

~~1.~~ Such petition shall be heard by Council at the next available regularly-scheduled Council meeting.

B. The petition shall be filed with the Administrator and shall include at a minimum:

1. The name, address, and phone number of the applicant; and

2. In the case of a proposed text amendment, a summary of the specific objective of any proposed change in the text of this ordinance.

3. In the case of a proposed general use map amendment:

a. A description of the land affected by the proposed amendment; and

b. A description of the proposed map change.

4. In the case of Conditional District or Planned Development map amendments, those items described at Subsection 9.02.02 below.

5. The Administrator may in his or her discretion, prepare a written analysis of the proposed amendment to assist Council in consideration of whether to forward the amendment for public hearing. Any such analysis by the Administrator shall address the conformity of the proposed amendment with the Comprehensive Plan and other officially adopted plans of the town, as well as such other matters as the Administrator deems relevant.

C. The drafting of proposed text amendments and ~~general~~-map amendments and consideration of any such amendment at a public hearing may proceed only ~~upon direction given by Council to staff:~~

1. Upon direction given by Council to staff at Council's own initiative or upon its consideration of a petition submitted pursuant to section (B) above; or

2. Upon ~~recommendation made by the initiative of staff,~~the Administrator or the Town Attorney,~~or any town board, commission, or other entity; or.~~

~~a. Every text amendment proposed by a department, board, or officer of the town shall be drafted by the Administrator or the Town Attorney, in consultation with each other.~~

~~3. Upon consideration by Council of a petition made by the owner of any legal or equitable interest in land located within the Town or its extraterritorial jurisdiction;~~

~~4. Provided, however, that amendments considered by the Administrator or the Town Attorney to be necessary or advisable in light of state law may be prepared without prior direction by Council.~~

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

CONSIDERATION OF CODE AMENDMENT - SINGLE METERING POINTS FOR MULTI-FAMILY STRUCTURES

Town Manager John Ward presented a request from staff for direction on possible amendments to the Town Code in order to create an option to allow single metering points for multi-family residential structures as opposed to individual metering points for each apartment unit. Mr. Ward stated that the current ordinance requires individual metering points for each unit. Brief discussion ensued regarding water conservation efforts if single metering points are allowed and tenants are not responsible for watching their water usage. It was the consensus of Council to direct staff to explore options and bring back potential amendments to Council for consideration.

RESULT:	CONSENSUS
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DISCUSSION OF WATER USE COMMITTEE

Town Manager John Ward requested direction from Council on the future of the Water Use Committee since the previously determined goals for the committee are no longer needed with the construction of the water intake in progress. Council Member Clawson suggested that, after receiving some comments from current committee members, the committee meet to hear what is going on in Town and what is in the works. Mr. Ward asked for guidance as to what the Council would like this committee to be tasked with as water allocation is no longer done the way it once was and monthly updates are being provided. Town Attorney Allison Meade added that Ordinance #11-01 will virtually disappear without the extraterritorial jurisdiction in place. Upon a motion by Council Member Teague, seconded by Council Member Underdown Collins, Council moved to dissolve the Water Use Committee at the current time as there is no direct vision or role for the Water Use Committee, but maybe look to do that in the future.

RESULT:	APPROVED [4 TO 1]
MOVER:	Jennifer Teague, Council Member
SECONDER:	Jeannine Underdown Collins, Council Member
AYES:	Mason, Mizelle, Teague, Collins
NAYS:	Clawson

TOWN MANAGER UPDATE

Town Manager John Ward updated Council on construction projects scheduled, the ribbon-cutting ceremony for the aquatic restoration project along the Greenway Trail, Pinnacle Drive sanitary sewer improvements, work completed at the Boone Cemetery and an update on the raw water intake project.

ANNOUNCEMENT OF BOARD VACANCIES

Mayor Rennie Brantz announced the current board vacancies being advertised.

APPOINTMENT TO BOARD OF ADJUSTMENT

Council Member Mizelle nominated Charles Lentz for appointment to a full-time position on this board. Council Member Clawson nominated Thomas Kane for full-time appointment as well. Brief discussion ensued regarding if Nik Hay intended to reapply for his upcoming expiring seat. Council Member Mizelle rescinded the nomination of Charles Lentz until next month in order to hear from Mr. Hay first. With no further nominations, Mayor Brantz called for a vote on the nomination of Thomas Kane.

Mr. Kane's term will expire June 30, 2019.

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

APPOINTMENT TO CULTURAL RESOURCES ADVISORY BOARD

Council Member Mason nominated Carson Sailor for appointment to this board. With no further nominations, Mayor Brantz called for a vote.

Mr. Sailor's term will expire June 30, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lynne Mason, Mayor Pro Tem
AYES:	Mason, Clawson, Mizelle, Teague, Collins

APPOINTMENT TO HISTORIC PRESERVATION COMMISSION

Council Member Clawson nominated Bettie Bond for this commission. Council Member Underdown Collins nominated Theresa Pearman for this commission. With no further nominations, Mayor Brantz called for a vote.

Ms. Bond's term will expire June 30, 2019. Ms. Pearman's term will expire June 30, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Loretta Clawson, Jeannine Underdown Collins
AYES:	Mason, Clawson, Mizelle, Teague, Collins

APPOINTMENT TO OUTSIDE AGENCY FUNDING REVIEW COMMITTEE

Council Member Mason nominated Candace Lang and Becky Gosky for appointment to this committee. With no further nominations, Mayor Brantz called for vote.

Ms. Lang and Ms. Gosky's terms will expire July 31, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lynne Mason, Mayor Pro Tem
AYES:	Mason, Clawson, Mizelle, Teague, Collins

APPOINTMENT TO PLANNING COMMISSION

Council Member Teague nominated Connor Boyle for reappointment. Council Member Underdown Collins nominated Hannah Williams for appointment to a four-year term position and Abie Bonevac for the ASU representative seat.

Mr. Boyle's term will expire June 30, 2021.

Ms. Williams' term will expire June 30, 2021.

Ms. Bonevac's term will expire June 30, 2018.

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

CLOSED SESSION

ENTERING CLOSED SESSION

Upon a motion by Council Member Teague, seconded by Council Member Underdown Collins, Council moved to enter closed session at 7:41 p.m. pursuant to N.C.G.S. 143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council and consider and give instructions to the attorney concerning the claim involving the Town of Boone and Zhiyuan Chen.

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

EXITING CLOSED SESSION

Upon a motion by Council Member Clawson, seconded by Council Member Underdown Collins, Council moved to exit closed session at 8:02 p.m.

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

ADJOURNMENT

MOTION TO ADJOURN

Upon a motion by Council Member Underdown Collins, seconded by Council Member Mason, Council moved to adjourn the meeting at 8:03 p.m.

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

Christine Pope, Town Clerk

Rennie Brantz, Mayor