

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
July 21, 2016**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order at 5:30 p.m. Thursday, July 21, 2016, in the Council Chambers located at 1500 Blowing Rock Road. Mayor Rennie Brantz presided. Council members present were Mayor Pro Tem Lynne Mason, Loretta Clawson, Charlotte Mizelle, Jeannine Underdown Collins and Jennifer Teague. Town Attorney Allison Meade was in attendance. Staff present were Town Manager John Ward, Assistant Town Manager Jim Byrne, Town Clerk Christine Pope, Public Works Director Rick Miller, Cultural Resources Director Pilar Fotta, Planning Director Bill Bailey and Police Captain Andy LeBeau.

ANNOUNCEMENTS

Mayor Brantz noted that anyone who wanted to speak during the public comment session could fill out the public comment sign-up sheet.

Town Manager John Ward announced the Rain Barrel Program being hosted by the Public Works Department over the next three months.

TENTATIVE AGENDA ADOPTION

Town Manager John Ward noted the following additions to the agenda:

1. Addition of Item 8.B. - Pursuant to N.C.G.S. 143-318.11(a)(3), to consult with the Town Attorney in order to consider and give instructions to the attorney concerning the claim involving the Town of Boone and Mike Budka, et al.
2. Addition of Item 8.C. - Pursuant to N.C.G.S. 143-318.11(a)(3), to consult with the Town Attorney in order to consider and give instructions to the attorney concerning a potential claim involving the water intake project.

ADOPTION OF TENTATIVE AGENDA

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

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

PUBLIC COMMENT

Renee Boughman of 380 Lazy Lake Road in Boone expressed her concerns with the proposed revisions to Town Code Chapter 99 regarding panhandling, stating that she felt the text was a nicer way of saying no one vulnerable economically needs to be seen in the community, and while she understands the concerns of the community, she believed the revisions to be unnecessary.

REQUESTED APPEARANCES

RIVERS WALK REQUEST TO RESCHEDULE PUBLIC HEARING

Town Manager John Ward explained that the developers of the Rivers Walk planned development are requesting to reschedule the public hearing for Council's Aug. 22, 2016, hearing date. He stated the applicant requires the additional time in order to first present design information to the Community Appearance Commission at its July 26 meeting, as requested by Council. Upon a motion by Council Member Mizelle, seconded by Council Member Underdown Collins, Council moved to reschedule the Rivers Walk planned development request to be heard at the Monday, Aug. 22, 2016, public hearing.

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

CONSENT AGENDA ADOPTION

Town Manager John Ward presented the items listed under Consent Agenda for consideration. It was the consensus of Council that the language in Item 6.C. - Amendments to Chapter 151: Minimum Housing Code be adopted with revisions to make all references to the code enforcement officer consistent. Council Member Mason requested Item 6.M. - Request for Approval of Special Event Permit for the Local First Boone Block Party and Accompanying Budget Amendment be moved to Council Matters, and stated that she will need to be recused from voting on this item since her downtown business may be a vendor at the event. Upon a motion by Council Member Underdown Collins, seconded by Council Member Mizelle, Council moved to adopt the Consent Agenda as amended.

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

MINUTES OF JUNE 6, 2016 - SPECIAL PUBLIC HEARING

TOWN COUNCIL - REGULAR MEETING - JUN 16, 2016 5:30 PM

CONSIDERATION OF AMENDMENTS TO TOWN CODE CHAPTER 151: MINIMUM HOUSING CODE

CHAPTER 151: MINIMUM HOUSING CODE

Section

General Provisions

- 151.01 Preamble
- 151.02 Scope
- 151.03 Definitions
- 151.04 Conflict with other provisions
- 151.05 Alternate remedies

Requirements and Standards for Structures

- 151.15 Residential buildings unfit for human habitation
- 151.16 Unsafe buildings
- 151.17 General requirements for the exterior and interior of structures
- 151.18 Minimum space and use requirements
- 151.19 Structural and general standards technical guidelines
- 151.20 Cooking equipment
- 151.21 Garbage storage or disposal facilities
- 151.22 Minimum requirements for light and ventilation
- 151.23 Sanitation requirements
- 151.24 Rooming houses
- 151.25 Sanitary facilities
- 151.26 Plumbing standards
- 151.27 Minimum electrical requirements; required outlets
- 151.28 Electrical standards
- 151.29 Electrical services
- 151.30 Heating facilities required
- 151.31 Heating standards

Administration and Enforcement

- 151.45 Housing Inspector
- 151.46 Inspections
- 151.47 Hearing procedures
- 151.48 Service of order, contents
- 151.49 Enforcement procedures
- 151.50 Methods of service
- 151.51 Right to appeal
- 151.52 Lien on premises
- ~~151.53 Minimum Housing Appeals Board~~
- 151.54 Violations
- 151.99 Penalty

GENERAL PROVISIONS**§ 151.01 PREAMBLE.**

Pursuant to G.S. Ch. 160A, Art. 19, Part 6, it is hereby found and declared that there exists, in the town's jurisdiction for purposes of planning and development, dwellings which are unfit for human habitation and/or are inimical to the welfare, and dangerous and injurious to the health, safety and morals of the people of the town's jurisdictions for purposes of planning and regulation of development, due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities, and due to other conditions rendering the dwellings unsafe or unsanitary, or dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of the town's jurisdiction for the purposes of planning and development (hereinafter sometimes, "unfit dwelling").

It is further found and declared that there exists, in the town's jurisdiction for purposes of planning and development, abandoned structures which pose health or safety hazards as a result of the attraction of insects or rodents, conditions creating a fire hazard, dangerous conditions constituting a threat to children or frequent use by vagrants as living quarters in the absence of sanitary facilities (hereinafter, "unsafe abandoned structure").

§ 151.02 SCOPE.

(A) This chapter is hereby declared to be remedial and shall be construed to secure the beneficial interest and purpose thereof - which are public safety, health and general welfare - through structural strength, stability, sanitation, adequate light and ventilation and safety to life and property from fire and other hazards incident to the construction, alteration, repair, removal, demolition, use and occupancy of dwellings, ~~apartment houses, rooming houses or buildings, structures or premises used as such.~~

(B) The provisions of this chapter shall apply to all existing housing dwellings and to all housing dwellings hereafter constructed within the town or within any area into which the town has extended its extraterritorial jurisdiction pursuant to G.S. Ch. 160A, Art. 19, whether or not the action of the town extending its jurisdiction into the extraterritorial area explicitly refers to the Minimum Housing Code. ~~Portable, mobile or demountable buildings or structures, including trailers when used or intended for use for housing within the town, shall be subject to the applicable provisions of this chapter.~~ This chapter establishes minimum requirements for the initial and continued occupancy of all buildings dwellings used for human habitation and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities, except as provided in this chapter.

(C) The State Building Code and all current volumes and amendments shall govern all repairs, alterations and/or additions to any existing structure.

§ 151.03 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular. Where terms are not defined in this section, they shall have their ordinarily accepted meanings or such as the context may imply.

ACCESSIBLE, READILY. Capable of being reached quickly for operation, renewal or inspections, without requiring those to whom ready access is requisite to climb over or remove obstacles or to resort to portable ladders, chairs and the like.

ADDITION. An extension or increase in floor or height of a building or structure.

AIR CONDITIONING. The treatment of air so as to control simultaneously its temperature, humidity, cleanness and distribution to meet the requirements of a conditioned space.

AIR GAP. An air gap in a water-supply system is the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the flood-level rim of the receptacle.

ALLEY. Any public space or thoroughfare 20 feet or less in width which has been dedicated or deeded for public use.

ALTER or ALTERATION. Any change or modification in construction or occupancy.

AMPACITY. The current in amperes a conductor can carry continuously under the conditions of use without exceeding its temperature rating.

APARTMENT. A room, or suite of two or more rooms, in a residence building occupied as the home or residence of an individual, family or household.

APARTMENT HOUSE. Any building or portion thereof used as a multiple dwelling for the purpose of providing three or more separate dwelling units which may share means of egress and other essential facilities.

APPLIANCE. Utilization equipment, normally built in standardized sizes or types, which is installed or connected as a unit to perform one or more functions such as clothes washing or drying, food mixing, cooking and the like.

APPLICABLE GOVERNING BODY. A city, county, state, state agency or other political government subdivision or entity authorized to administer and enforce the provisions of this code, as adopted or amended.

APPROVED. Approved by the Building Official or other authority having jurisdiction.

AREA BUILDING. The maximum horizontally projected area of the building at or above grade, exclusive of court and vent shafts.

AREA (GROSS FLOOR). The area within the inside perimeter of the exterior walls with no deduction for corridors, stairs, closets, thickness of walls, columns or other features, exclusive of court and vent shafts.

AREA (NET FLOOR). The area actually occupied not including accessory unoccupied area such as corridors, stairs, closets, thickness of walls, columns, toilet room, mechanical area or other features.

ATTIC. The space between the ceiling beams of the top habitable story and the roof rafters.

ATTIC STORY. Any story situated wholly or partly in the roof, so designated, arranged or built as to be used for business, storage or habitation.

AUTOMATIC. Self-acting, operation by its own mechanism when actuated by some impersonal influence, as for example, a change in current strength, pressure, temperature or mechanical configuration. (See **NON-AUTOMATIC**.)

BACKFLOW. The flow of water or the liquids, mixtures or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source.

BACKFLOW PREVENTER. A device or means to prevent backflow into the potable water system.

BALCONY (EXTERIOR). A platform that projects from the wall of a building or structure and is enclosed by a parapet or railing no less than 42 inches in height.

BASEMENT. A story of a building or structure having one-half or more of its clear height below grade. Also see **STORY**. A **BASEMENT** used as habitable space shall be considered a story.

BEAM. A primary structural member supporting secondary structural members, floor, roof, joists and the like.

BOILER. A heating appliance intended to supply hot water or steam.

BONDING. The permanent joining of metallic parts to form an electrically conductive path which will assure electrical continuity and the capacity to conduct safely any current likely to be imposed.

BRANCH CIRCUIT. The circuit conductors between the final overcurrent device protecting the circuit and the outlet(s).

BRICK. A solid masonry unit having a shape approximately a rectangular prism, usually not larger than 12 inches by four inches by four inches. A **BRICK** may be made of burned clay or shale, of fire clay or mixtures thereof, of lime and sand, of cement and suitable aggregates or of other approved materials.

BUILDING. Any structure built for the support, shelter or enclosure of persons, animals, chattels or property of any kind which has enclosing walls for 50% of its perimeter. The term **BUILDING** shall be construed as if followed by the words "or part thereof". (For the purpose of this chapter, each portion of a building separated from other portions by a fire wall shall be considered as a separate **BUILDING**.) For the purpose of area and height limitations, this definition shall be applicable to sheds and open sheds.

BUILDING DRAIN. The part of the lowest piping of a drainage system which receives the discharge from soil waste, and other drainage pipes inside the walls of the building connecting with the main soil stack or vent stack which shall be located at the group or battery of fixtures where the greatest fixture unit load occurs, and

conveys it to the building (house) sewer beginning ten feet outside the building wall. A cleanout shall be installed at that point and extended to finish grade.

BUILDING LINE. The line, established by law, beyond which a building shall not extend, except as specifically provided by law.

BUILDING OFFICIAL/HOUSING INSPECTOR. The officer or other designated authority charged with the administration and enforcement of this chapter, or his or her duly authorized representative (sometimes, "Inspector").

BUILDING SEWER. The part of the horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer or individual sewage-disposal system.

CELLAR. The portion of a building, the ceiling of which is entirely below grade or less than four feet six inches above grade. (See **STORY**.)

CERTIFICATE OF OCCUPANCY/COMPLIANCE. A document issued by the Building-Housing Inspector certifying compliance with all applicable state and local laws, including all terms of an approved zoning permit, and authorizing occupancy of a building or structure.

CHIMNEY. One or more passageways, vertical or nearly so, for conveying flue gases to the outside atmosphere.

CHIMNEY CONNECTOR. The pipe which connects a fuel burning appliance to a chimney.

CIRCUIT BREAKER. A device designed to open and close a circuit by non-automatic means and to open the circuit automatically on a predetermined overcurrent without injury to itself when properly applied within its rating.

COMBUSTIBLE MATERIAL. A material which cannot be classified as non-combustible or limited-combustible in accordance with that definition.

COMMON-PROPERTY LINE. A line dividing one lot from another when the lots are not of one ownership.

CONCRETE. A mixture of portland cement, fine aggregate, coarse aggregate and water.

CONDOMINIUM DWELLING UNIT. For the purpose of this chapter, is an "apartment", as defined in this chapter.

CONDUCTOR, BARE. A conductor having no covering or electrical insulation whatsoever.

CONDUCTOR, COVERED. A conductor encased within material of composition or thickness that is not recognized by the National Electrical Code as electrical insulation.

CONDUCTOR, INSULATED. A conductor encased within material of composition and thickness that is recognized by the National Electrical Code as electrical insulation.

CROSS-CONNECTION. Any physical connection or arrangement between two otherwise separate piping systems, one of which contains potable water and the other water of unknown or questionable safety, whereby water may flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.

DECK. A raised platform extending from an exterior building wall and supported by piers, columns, pilings or foundation.

DETERIORATED. A dwelling is unfit for human habitation and can be repaired, altered or improved to comply with all the minimum standards established by this chapter, at a cost not in excess of 50% of its value, as determined by findings of the Inspector.

DILAPIDATED. A dwelling is unfit for human habitation and cannot be repaired, altered or improved to comply with all the minimum standards established by this chapter, at a cost not in excess of 50% of its value, as determined by findings of the Inspector.

DISCONNECTING MEANS. A device, or group of devices, or other means by which the conductors of a circuit can be disconnected from their source of supply.

DRAIN. Any pipe which carries waste water or water-borne wastes in a building drainage system.

DUCT SYSTEM. A continuous passageway for the transmission of air which, in addition to ducts, may include duct fittings, dampers, plenums, fans and accessory air handling equipment that may be part of the building construction.

DWELLING. Any building, structure, manufactured home or mobile home, or part thereof, used and occupied for human habitation or intended to be so used (whether occupied or vacant), and includes any outhouses and appurtenances belonging thereto or usually enjoyed therewith, except that it does not include any manufactured home or mobile home which is used solely for a seasonal vacation purpose. Temporary family health care structures, as defined in G.S. 160A-383.5, shall be considered dwellings, provided that any minimum square footage requirements shall not apply to such structures. Any building which is wholly or

~~partly used or intended to be used for living or sleeping by human occupants whether or not the building is occupied or vacant; provided that, Temporary housing, as hereinafter defined, shall not be regarded as a dwelling. "Dwelling" shall be understood to include any and all types of dwellings and dwelling units (defined below) and combinations thereof unless the context specifically indicates otherwise.~~

DWELLING, SINGLE-FAMILY. A detached dwelling consisting of a single dwelling unit only.

DWELLING, TWO-FAMILY. A dwelling or combination of dwellings on a single lot consisting of two dwelling units.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living facilities for one or more persons; including permanent provisions for living, sleeping, eating, cooking and sanitation.

ENGINEER. Within the meaning of this chapter, shall be deemed to be a duly registered and licensed engineer.

EXTERMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food, by poisoning, spraying, fumigating, trapping or by other recognized and legal pest elimination methods approved by the Inspector.

FAMILY. One or more persons living together, whether related to each other by birth or not, and having common housekeeping facilities.

FIRE PARTITION. A partition of construction which subdivides a building to restrict the spread of fire or to provide areas of refuge, but is not necessarily continuous through all stories nor extended through the roof and which has a fire-resistance rating as required by the State Building Code.

FIREPLACE. A hearth, fire chamber or similarly prepared place and a chimney.

(1) **FACTORY-BUILT FIREPLACES.** A fireplace composed of listed factory-built components assembled in accordance with the terms of their listing and form the completed fireplace.

(2) **MASONRY FIREPLACE.** A hearth and fire chamber of solid masonry units such as bricks, stones, listed masonry units or reinforced concrete, provided with a suitable chimney.

FIREPLACE STOVE. A chimney-connected, solid fuel-burning stove having part of its fire chamber open to the room.

FIRE-RESISTANCE RATING. The time in hours that the material or construction will withstand the standard fire exposure as determined by a fire test made in conformity with the *Methods of Fire Tests of Building Construction and Materials*, ASTM E119.

FIRE WALL. A fire resistive wall, having protected openings, which restricts the spread of fire and extends continuously from the foundation to or through the roof.

FIXTURE UNIT. A quantity in terms of which the load-producing effects on a plumbing system of different kinds of plumbing fixtures are expressed on some arbitrarily chosen scale.

FLAME SPREAD. The propagation of flame over a surface.

FLAME SPREAD RATING. The numerical value assigned to a material tested in accordance with *Method of Test for Surface Burning Characteristics of Building Materials*, ASTM E84.

FLOOD-LEVEL RIM. The top edge of the receptacle from which water overflows.

FLOODED. A fixture is flooded when the liquid therein rises to the flood-level rim.

FLOOR AREA. The total area of all habitable rooms in a building or structure.

FRONT OF LOT. The front boundary line of a lot bordering on the street; and, in the case of a corner lot, may be either frontage.

FURNACE, CENTRAL, WARM-AIR. A self-contained appliance designed to supply heated air through ducts to spaces remote from or adjacent to the appliance location.

(1) **FORCED-AIR TYPE.** A central furnace equipped with a fan or blower which provides the primary means for circulation of air.

(2) **GRAVITY TYPE.** A central furnace depending primarily on circulation of air by gravity.

FUSE. A safety device for protecting electrical apparatus against the effect of excess current or to prevent overloading a circuit. It consists of a short length of conducting metal which melts at a certain heat and thereby breaks when an excess current flows through it. Most **FUSES** cannot be reused if burned out (blown). Some are renewable, however.

GARAGE. A building or structure or a portion thereof, in which a motor vehicle containing a flammable fluid in its fuel storage tank is stored, housed, kept, repaired or serviced.

GARBAGE. The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GRADE. A reference plane representing the average of finished ground level adjoining the building at all exterior walls. With reference to lumber, means the division of sawn lumber into quality classes with respect to its physical and mechanical properties as defined in published lumber manufacturers standard grading rules.

GROUND. A conduction connection, whether intentional or accidental, between an electrical circuit or equipment and the earth, or to some conducting body that serves in place of the earth.

GROUND-FAULT CIRCUIT-INTERRUPTER. A device intended for the protection of personnel that functions to de-energize a circuit or portion thereof within an established period of time when a current to ground exceeds some predetermined value that is less than that required to operate the overcurrent protective device of the supply circuit.

GROUNDING. Connected to earth or to some conducting body that serves in place of the earth.

GROUNDING CONDUCTOR. A system or circuit conductor that is intentionally grounded.

GROUNDING CONDUCTOR. A conductor used to connect equipment or the grounded circuit of a wiring system to a grounding electrode or electrodes.

HABITABLE ROOM. A room occupied by one or more persons for living, eating or sleeping; and includes kitchens serving apartments or individual households, but does not include bathrooms, toilet compartments, laundries, serving and storage pantries, corridors, basement and other spaces that are not used frequently or during extended periods.

HEIGHT. As applied to a building, the vertical distance from average grade to the highest finished roof surface in the case of flat roofs or to a point at the average height of pitched roofs; **HEIGHT** of building in stories.

HEREAFTER. After the time that this code becomes effective.

HORIZONTAL SEPARATION. A permanent open space between the building wall under consideration and the lot line or the center line of a facing street, alley or public way. Where two or more buildings are on a lot, the **HORIZONTAL SEPARATION** of the wall under consideration shall be measured from an imaginary line drawn at a distance from the facing wall equal to the **HORIZONTAL SEPARATION** required for that wall. This definition is for the purpose of this code only and in no way implies relief from the town's Zoning Ordinance.

IDENTIFIED. As applied to equipment, recognizable as suitable for the specific purpose, function, use environment, application and the like, where described in a particular code requirement.

INCOMBUSTIBLE MATERIAL. Synonymous with **NON-COMBUSTIBLE MATERIAL**.

INFESTATION. The presence, within or around a dwelling, of any insects, rodents or other pests in numbers as to constitute a menace to the health, safety or welfare of the occupants or to the public.

INSPECTION DEPARTMENT. Refer to **BUILDING OFFICIAL**.

INSPECTOR. Refer to **BUILDING OFFICIAL/HOUSING INSPECTOR**.

LABELED. Equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization acceptable to the authority having jurisdiction and concerned with product evaluation, that maintains periodic inspection of production of **LABELED** equipment or materials and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

LINTEL. The beam or girder placed over an opening in a wall which supports the wall construction above.

LISTED. Equipment or materials included in a list published by a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of production of **LISTED** equipment or materials, and whose listing states either that the equipment or materials meet nationally recognized standards or have been tested and found suitable for use in a specified manner. The means for identifying **LISTED** equipment may vary for each testing laboratory, inspection agency or other organization concerned with product evaluation, some of which do not recognize equipment as **LISTED** unless it is also labeled. The authority having jurisdiction should utilize the system employed by the listing organization to identify a listed product. (Note: Refer to G.S. §§ 66-23 through 66-27, entitled Electrical Materials, Devices, Appliances and Equipment.)

LOAD, DEAD. The weight of all permanent construction including walls, floors, roofs, partitions, stairways and of fixed service equipment.

LOAD, LIVE. The weight superimposed by the use and occupancy of the building, not including the wind load, earthquake load or dead load.

LOT. A parcel of land considered as a unit.

LOT LINE. A line dividing one lot from another, or from a street or other public space.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the

required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed on site for 180 consecutive days or longer and intended to be improved property.

MASONRY. The form of construction, composed of stone, brick concrete, gypsum, hollow clay tile, concrete block or tile or other similar building units or materials or a combination of these materials laid up unit by unit and set in mortar. For the purpose of this chapter, plain monolithic concrete shall be considered as **MASONRY**.

(1) **HOLLOW MASONRY UNIT.** A masonry unit whose net cross-sectional area in any plane parallel to the bearing surface is less than 75% of its gross cross-sectional area measured in the same plane.

(2) **MASONRY OF HOLLOW UNIT.** Masonry consisting wholly or in part of hollow masonry units laid contiguously in mortar.

(3) **REINFORCED MASONRY.** Unit masonry in which reinforcement is imbedded in such a manner that the two materials act together in resisting forces.

(4) **SOLID MASONRY.** Masonry consisting of solid masonry units laid contiguously in mortar, or consisting of plain concrete.

(5) **SOLID MASONRY UNIT.** A masonry unit whose net cross-sectional area in every plane parallel to the bearing surface is 75% or more of its gross cross-sectional area measured in the same plane.

MOBILE HOME. A single portable manufactured housing unit, or a combination of two or more units connected on-site, that is designed to be used for living, sleeping, sanitation, cooking and eating purposes by one family only and containing independent kitchen and sleeping facilities; designed so that each housing unit can be transported on its own chassis; placed on a temporary or semi-permanent foundation; and is over 32 feet in length and over eight feet in width.

MODULAR UNIT. A factory-fabricated transportable building designed to be used by itself or to be incorporated with similar units at a building site into a modular structure. The term is intended to apply to major assemblies and does not include prefabricated panels, trusses, plumbing trees and other prefabricated sub-elements.

MULTI-FAMILY HOUSE. A building or portion thereof containing three or more dwelling units, including tenement house, apartment house or flat.

MULTIPLE DWELLING. The same meaning as **APARTMENT HOUSE**.

MUNICIPALITY. The governmental unit which has adopted this chapter under due legislative authority.

NON-AUTOMATIC. Action requiring personal intervention for its control. (See **AUTOMATIC**.)

NON-COMBUSTIBLE. As applied to a building construction material means a material which, in the form in which it is used, falls in one of the following groups in divisions (1) through (4) below. No material shall be classed as **NON-COMBUSTIBLE** which is subject to increase in combustibility or flame spread rating beyond the limits herein established, through the effects of age, moisture or other atmospheric conditions, as for example, various types of treated wood. Flame spread rating, as used herein, refers to rating obtained according to the method for fire hazard classification of Underwriters Laboratories, Inc. For data on the ratings, see Underwriters Laboratories Fire Protection Equipment List under the heading Building Materials Hazard Classification (Fire) (40 U8).

(1) Materials no part of which will ignite and burn when subjected to fire. Examples: asbestos fiber, brick, clay tile, concrete, glass, gypsum, iron, portland cement, slate, steel, stone.

(2) Materials having a structural base of non-combustible material, as defined in division (1) above, with a surface not over one-eighths-inch thick which has a flame spread rating not higher than 50. Examples: certain types of protected steel sheets, gypsum wall board.

(3) Materials made up of non-combustible materials as defined in division (1) above, together with combustible components in a form that cross-sections of the material in any plane present a similar composition, and having a surface flame spread rating not higher than 25 without evidence of continued progressive combustion. Examples: certain insulation materials as, blocks of cellular glass, boards of glass fiber, slabs of wood excelsior impregnated with portland cement.

(4) Materials, other than as described in division (2) above, made up of layers with no layer having a surface flame spread rating higher than 25 without evidence of continued progressive combustion. Examples: certain sandwich-type materials.

OCCUPANCY. The purpose for which a building, or part thereof, is used or intended to be used.

OCCUPANT. Any person over one year of age, living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.

OCCUPIED. As applied to a building, shall be construed as though followed by the words "or intended, arranged or designed to be occupied".

OPENABLE AREA. The part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a building, or part thereof, in which dwelling units or rooming units are let.

OUTLET. A point on the wiring system at which current is taken to supply utilization equipment.

OVERCURRENT. Any current in excess of the rated current of equipment or the ampacity of a conductor.

OVERLOAD. Operation of equipment in excess of normal, full-load rating, or of a conductor in excess of rated ampacity which, when it persists for a sufficient length of time, would cause damage or dangerous overheating. A fault, such as a short circuit or ground fault, is not an **OVERLOAD**. (See **OVERCURRENT**.)

OWNER. Any person, agent, firm or corporation having a legal or equitable interest in the property.

PARTIES IN INTEREST. All individuals, associations and corporations who have interest of record in dwelling or any who are in possession thereof; or shall have charge, care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, executrix, administrator, administratrix, trustee or guardian of the estate of the owner. Any person thus representing the actual owner shall be bound to comply with the provisions of this chapter, and of rules and regulations adopted pursuant thereto, to the same extent as if he or she were the owner.

PARTITION. An interior wall, other than folding or portable, that subdivides spaces within any story, attic or basement of a building.

PERMIT. An official document or certificate issued by the authority having jurisdiction authorizing performance of a specified activity.

PERSON. A natural person, his or her heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PIPING. Refers to either pipe or tubing, or both.

(1) **PIPE.** Refers to a rigid conduit of iron, steel, copper, brass, aluminum or semi-rigid polybutylene.

(2) **TUBING.** Refers to semi-rigid conduit of copper, steel, aluminum or polybutylene.

PLENUM. An air compartment.

PLUMBING. The practice, materials and fixtures used in the installation, maintenance, extension, and alteration of all piping, fixtures, appliances and appurtenances in connection with any of the following: sanitary drainage or storm drainage facilities, the venting system and the public or private water-supply systems, within or adjacent to any building, structure or conveyance; also the practice and materials used in the installation, maintenance, extension or alteration of storm water, liquid waste or sewage, and water-supply systems of any premises to their connection with any point of public disposal or other acceptable terminal.

PLUMBING FIXTURES. Installed receptacles, devices or appliances which are supplied with water or which receive or discharge liquids or liquid-borne wastes, with or without discharge into the drainage system with which they may be directly or indirectly connected.

PLUMBING SYSTEM. Includes the water-supply and distribution pipes; plumbing fixtures and traps; soil, wastes and vent pipes; building drains and building sewers, including their respective connections, devices and appurtenances within the property lines of the premises; and water-treating or water-using equipment.

POTABLE WATER. Water which is satisfactory for drinking, culinary and domestic purposes, and meets the requirements of the Health Authority having jurisdiction.

PREMISES.

(1) A lot, plot or parcel of land including the buildings or structures thereon; and

(2) A structure or part of a structure used as a unit for residential or commercial purposes.

PRIVATE SEWER. A sewer directly controlled by public authority.

PUBLIC AREAS. An unoccupied open space adjoining a building and on the same property that is permanently maintained accessible to the Fire Department and free of all encumbrances that might interfere with its use by the Fire Department.

PUBLIC SEWER. A common sewer directly controlled by public authority.

RAIL (GUARD). A bar extending from one post or support to another and serving as a guard or barrier.

RAIL (HAND). A narrow rail for grasping with the hand as a support.

READILY ACCESSIBLE. See **ACCESSIBLE, READILY**.

RECEPTACLE. A contact device installed at the outlet for the connection of a single attachment plug.

RECEPTACLE OUTLET. An outlet where one or more receptacles are installed.

REPAIR. The reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

REQUIRED. Required by some provision of this chapter.

RESIDENTIAL OCCUPANCY. Buildings in which families or households live or in which sleeping accommodations are provided. The buildings include, among others, the following: dwellings, multiple dwellings and lodging houses, and all dormitories.

ROOF. The roof slab deck with its supporting members.

ROOF STRUCTURE. An enclosed structure on or above the roof of any part of a building.

ROOFING. The covering applied to the roof for weather resistance, fire resistance or appearance.

ROOMING HOUSE. Any dwelling, or that part of any dwelling containing one or more rooming units, in which space is let by the family of the owner or operator.

ROOMING UNIT. A room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

RUBBISH. Combustible and non-combustible waste materials except garbage, and the term shall include ashes, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust.

SANITARY SEWER. A pipe which carries sewage and excludes storm, surface and ground water.

SELF-CLOSING. As applied to a fire door or other opening, means normally closed and equipped with an approved device which will ensure closing after having been opened for use.

SEPTIC TANK. A watertight receptacle which receives the discharge of a drainage system or part thereof, and is designed and constructed so as to separate solids from the liquid, digest organic matter through a period of detention, and allow the liquids to discharge into the soil outside of the tank through a system of one-joint or perforated piping, or disposal pit. For additional information see State Division of Health Services Bulletin 519 for tanks of 3,000 gallons capacity or less. Above 3,000 gallons capacity refer to State Department of Water and Air Resources guidelines.

SERVICE. The conductors and equipment for delivering energy from the electricity supply system to the wiring system of the premises served.

SERVICE CABLE. Service conductors made up in the form of a cable.

SERVICE CONDUCTORS. The supply conductors that extend from the street main or from transformers to the service equipment of the premises supplied.

SERVICE DROP. The overhead service conductors from the last pole or other aerial support to and including the splices, if any, connect to the service-entrance conductors at the building or other structure.

SERVICE EQUIPMENT. The necessary equipment, usually consisting of a circuit breaker or switch and fuses, and their accessories, located near the point of entrance of supply conductors to a building or other structure, or an otherwise defined area, and intended to constitute the main control and means of cutoff of the supply.

SEWAGE. Any liquid waste containing animal or vegetable matter in suspension or solution, and may include liquids containing chemicals in solution.

SHAFT. A vertical opening extending through one or more stories of a building, of elevators, dumbwaiter, light, ventilation or similar purpose.

SHALL. The act referred to is mandatory.

SMOKE DETECTOR. An approved listed detector sensing either visible or invisible particles or combustion.

SPRINKLERED. Equipped with an approved automatic sprinkler system properly maintained.

STAIRWAY. One or more flights of stairs and the necessary landings and platforms connecting them, to form a continuous and uninterrupted passage from one story to another in a building or structure.

STORY. The portion of a building included between the upper surface of a floor and upper surface of the floor or roof next above. The basement of a building shall be considered a **STORY** if it is used for purposes other than storage or heating.

STREET. Any public thoroughfare (street, avenue, boulevard, park) or space, more than 20 feet in which has been dedicated or deeded to the public for public use.

STRUCTURE. That which is built or constructed.

SUPPLIED. Paid for, furnished or provided by, or under control of the owner or operator.

SUPPORTS. Supports, hangers and anchors are devices for supporting and securing pipe and fixtures to walls, ceilings, floors or structural members.

TEMPORARY HOUSING. Any tent, trailer or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utilities system on the same premises for more than 30 consecutive days.

THERMOSTAT. An automatic control actuated by temperature change to maintain temperatures between predetermined limits.

TOWNHOUSE. A single-family dwelling unit constructed in a series or group of attached units with property lines separating the units.

UNFIT FOR HUMAN HABITATION. Defined by § 151.17 herein and G.S. § 160A-441.

UTILIZATION EQUIPMENT. Equipment which utilizes electric energy for mechanical, chemical, heating, lighting or similar purposes.

VALUATION OR VALUE. As applied to a building, means the estimated cost to replace the building in kind.

VENEER. A facing attached to a wall for the purpose of providing ornamentation, protection or insulation, but not counted as adding strength to the wall.

VENT PIPE. Vent system.

VENT SYSTEM. A pipe or pipes installed to provide a flow of air to or from a drainage system or to provide a circulation of air within the system to protect trap seals from siphonage and back pressure.

VENTILATED. Provided with a means to permit circulation of air sufficient to remove an excess of heat, fumes or vapors.

VENTILATION. The process of supplying and removing air by natural or mechanical means to or from any space.

VERTICAL OPENING. An opening through a floor or roof.

VOLTAGE, NOMINAL. A nominal value assigned to a circuit or system for the purpose of conveniently designating its voltage class (as 120/240, 480y/277, 600 and the like).

VOLTAGE TO GROUND. For grounded circuits, the voltage between the given conductor and that point or conductor of the circuit that is grounded; for ungrounded circuits, the greatest voltage between the given conductor and any other conductor of the circuit.

WALL, BEARING. A wall supporting any vertical load in addition to its own weight.

WALL, CAVITY. A wall built of masonry units or of plain concrete, or a combination of these materials, so arranged as to provide an air space within the wall, and in which the inner and outer parts of the wall are tied together with metal ties.

WALL, CURTAIN. A non-bearing wall between columns or piers and which is not supported by girders or beams, but is supported on the ground.

WALL, FACED. A wall in which the masonry facing and backing are so bonded as to exert common action under load.

WALL, EXTERIOR. A wall, bearing or non-bearing, which is used as an enclosing wall for a building, but which is not necessarily suitable for use as a party wall or fire wall.

WALL, FOUNDATION. A wall below the first floor extending below in the adjacent ground level and serving as support for a wall, pier, column or other structural part of a building.

WALL OF MASONRY, HOLLOW. A wall built of masonry units so arranged as to provide an air space within the wall, and in which the inner and outer parts of the walls are bonded together with masonry units or steel.

WALL, NON-BEARING. A wall which supports no load other than its own weight.

WALL, PANEL. A non-bearing wall in skeleton or framed construction, built between columns or piers and wholly supported at each story.

WALL, PARAPET. The part of any wall entirely above the roof line.

WALL, PARTY. A wall on an interior lot line, used or adapted for joint service between two buildings.

WALL, RETAINING. A wall designed to prevent the lateral displacement of soil or other material.

WALL, VENEERED. A wall having a facing which is not attached and bonded to the backing so as to form an integral part of the wall for purposes of load bearing and stability.

WASTE PIPE. A pipe which conveys only liquid waste, free of fecal matter.

WATER-DISTRIBUTING PIPE. In a building or premises, a pipe which conveys water from the water-service pipe to the plumbing fixtures and other water outlets.

WATER HEATER. An appliance for supplying hot water for domestic or commercial purposes. It may be used for space heating if the water temperature does not exceed 150°F.

WATER MAIN. The water (street) main is a water-supply pipe for public or community use.

WEATHERPROOF. So constructed or protected that exposure to the weather will not interfere with successful operation.

WOOD FRAME CONSTRUCTION. Construction in which the exterior bearing and non-bearing walls and partitions, floors and roofs and their supports are wholly or partly of wood or other approved materials. **WOOD FRAME CONSTRUCTION** may be either protected or unprotected.

WRITING. Includes printing and typewriting.

WRITTEN NOTICE. A notification in writing delivered in person to the individual or parties intended, or delivered at or sent by certified or registered mail to the last residential or business address of legal record.

YARD. An unoccupied open space other than a court.

ZONING ORDINANCE. A term applied to a town ordinance that divides the town into districts which may have different types of regulations that pertain to the use of land and type occupancies allowed in a particular area.

§ 151.04 CONFLICT WITH OTHER PROVISIONS.

In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety or health provisions of this code of ordinances or ordinances or codes of the town, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

§ 151.05 ALTERNATE REMEDIES.

Nothing herein contained shall be construed to impair or limit, in any way, the power of the municipality to define and declare nuisances and to cause their abatement by summary action or otherwise, nor shall enforcement of any remedy provided herein prevent the enforcement of the other remedies provided herein.

REQUIREMENTS AND STANDARDS FOR STRUCTURES

§ 151.15 ~~RESIDENTIAL BUILDINGS~~ DWELLINGS UNFIT FOR HUMAN HABITATION.

(A) The ~~Superintendent of Inspections or his or her designee~~ Housing Inspector shall determine that a residential building dwelling is unfit for human habitation if he or she finds that any of the following conditions ~~exist in the building~~:

- (1) Interior load-bearing members or non-load-bearing members which seriously list, lean or buckle and/or in the opinion of the Housing Inspector ~~Building Official~~ show damage or deterioration to an extent as to render the building unsafe;
- (2) External load-bearing members or non-load bearing members which seriously list, lean or buckle/or in the opinion of the Housing Inspector ~~Building Official~~ show damage or deterioration to an extent as to render the building unsafe;
- (3) Floors or roofs which have improperly distributed loads, which are overloaded, or which have insufficient strength to be reasonably safe for the purpose used;
- (4) Damage by fire, wind or other causes as to render the building unsafe;
- (5) Dilapidation, decay, unsanitary conditions or disrepair which is dangerous to the health, safety or welfare of the occupants or other people in the town;
- (6) Inadequate facilities for egress in case of fire or panic;
- (7) Defects significantly increasing the hazards of fire, accidents or other calamities;
- (8) Lack of adequate ventilation, light, heating or sanitary facilities to an extent as to endanger the health, safety or general welfare of the occupants or other residents of the town; and/or
- (9) Lack of proper electrical, heating or plumbing facilities required by this code which constitutes a health or a definite safety hazard.

(B) Irrespective of the above, a residential occupancy unit shall be construed by the Inspector to be unfit for human habitation, and he or she shall so find if the occupancy unit contains more than seven separate types of violations of any of the minimum standards set forth in this code.

Penalty, see § 151.99

§ 151.16 UNFIT DWELLINGS AND UNSAFE ABANDONED BUILDINGS STRUCTURES.

Unfit buildings, as defined in § 151.15 of this chapter and ~~or~~ G.S. § 160A-441, and unsafe abandoned buildings as defined in § 15.01 of this chapter and G.S. § 160A-441, shall be repaired, removed, renovated or demolished as provided therein.

Penalty, see § 151.99

ADMINISTRATION AND ENFORCEMENT

§ 151.45 HOUSING INSPECTOR.

(A) The Office of Housing Inspector is hereby created. Until otherwise provided by the Town Council, the Chief Building Code Officer or his or her designee shall be the Housing Inspector.

(B) The Housing Inspector shall have the powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including, without limiting the generality of the foregoing, in addition to others herein granted, the following powers:

- (1) *Investigations.* To investigate dwellings ~~and building conditions~~ in the town's jurisdiction in order to determine which dwellings therein are unfit for human habitation, ~~and which buildings are dangerous, and/or unsafe,~~ being guided ~~in the examination of dwellings and buildings~~ by the requirements set forth in this chapter;

(2) *Oaths, witnesses and the like.* To administer oaths, affirmations and to examine witnesses and receive evidence; and

(3) *Right of entry.* To enter upon and within premises ~~and~~ dwellings ~~and buildings~~ for the purpose of making examinations and investigations; provided that, the entries shall be made in a manner as to cause the least possible inconvenience to the persons in possession during reasonable hours and upon presentation of proper credentials.

§ 151.46 INSPECTIONS.

The Housing Inspector is hereby authorized and directed to make inspections ~~in compliance with a plan approved by the Town Council,~~ to determine the condition of dwellings, ~~dwelling units, rooming units and premises located within the town~~ in order that he or she may perform his or her duty of safeguarding the health and safety of ~~the occupants of dwellings and of the~~ general public. For the purpose of making the inspections after proper notification and presentation of proper credentials, the Inspector is hereby authorized to enter, examine and survey, at all reasonable times, all dwellings, ~~dwelling units, rooming units~~ and premises. The owner ~~and/or~~ occupant of every dwelling, ~~dwelling unit or rooming unit~~, or the person in charge thereof, shall give the Inspector free access to the dwelling, ~~dwelling unit or rooming unit~~ and its premises at all reasonable times for the purpose of the inspections, examination and survey. Every occupant of a dwelling ~~or dwelling unit~~ shall give the owner thereof, or his or her agent or employee, access to any part of the dwelling ~~and dwelling unit~~, or its premises at all reasonable times for the purpose of making the repairs or alterations as are necessary to effect compliance with the provisions of this chapter or with any lawful order issued pursuant to the provisions of this chapter.

§ 151.47 HEARING PROCEDURES.

Whenever a petition is filed with the Housing Inspector by at least five residents of the municipality charging that any dwelling is unfit for human habitation or is an unsafe abandoned building, or whenever either of the foregoing ~~it~~ appears to the Inspector (on his or her own motion) ~~that any dwelling is unfit for human habitation,~~ the Inspector shall, if his or her preliminary investigation discloses a basis for the charges, issue and cause to be served upon the owner of and parties having an interest in the dwelling, including lien holders and tenants, if any, as shown by the records of the Register of Deeds of the county, a complaint stating the charges in that respect and containing a notice that a hearing will be held before the Inspector (or his or her designated agent) at a place within the jurisdiction in which the property is located therein fixed not less than ten days, nor more than 30 days, after the serving of the complaint; that the owner and parties in interest shall be given a right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and that rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the Inspector.

§ 151.48 SERVICE OF ORDER, CONTENTS.

If, after the notice and hearing, the Housing Inspector determines that the ~~building-dwelling~~ under consideration is unfit for human habitation and/or an unsafe abandoned structure in accordance with the standards herein set forth, he or she shall state in writing his or her findings of fact in support of the determination, ~~stating whether the building is deteriorated or dilapidated,~~ and shall issue and cause to be served upon the owner thereof an order.

(A) If the repair, alteration or improvement of the building, bringing it up to the standards described herein, can be made at a cost less than 50% of the present value of the building, the order shall require the owner, within a specified period of time, not to exceed 90 days, to repair, alter or improve the building so as to render it fit for human habitation, or it shall require the owner within the specified time therein, not to exceed 90 days, to repair, alter or improve the building so as to render it safe. The order may require that the property be vacated and closed only if continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of 18 or occupants with physical or mental disabilities. The order shall state that the failure to make timely repairs as

~~directed in the order shall make the dwelling subject to the issuance of an order under section 15.49 below. The order may also direct and require the owner to vacate and close the building until the repairs, alterations and improvements have been made and/or the unsafe and dangerous character of the building has been corrected. Extensions of the 90 day period may be allowed upon approval of the Minimum Housing Board.~~

(B) If the repair, alteration or improvement of the building, bringing it up to the standards described herein cannot be made at a cost of less than 50% of the present value of the building, the order shall require the owner, within a specified period of time, not to exceed 90 days, to either repair, alter or improve the building so as to bring it into compliance with the standard described herein, or to demolish and remove the building. The order may require that the property be vacated and closed only if continued occupancy during the time allowed for repair will present a significant threat of bodily harm, taking into account the nature of the necessary repairs, alterations, or improvements; the current state of the property; and any additional risks due to the presence and capacity of minors under the age of 18 or occupants with physical or mental disabilities. The order shall state that the failure to make timely repairs as directed in the order shall make the dwelling subject to the issuance of an order under section 15.49 below.~~Extensions of the 90 day period may be allowed upon approval of the Minimum Housing Board. The order may also direct and require the owner to vacate and close the building until the repairs, alterations and improvements have been made and/or the unsafe and dangerous character of the building has been corrected. Extensions of the 90 day period may be allowed upon approval of the Minimum Housing Board.~~ However, notwithstanding any other provision of law, if the dwelling is located in a historic district of the city and the Historic District Commission determines, after a public hearing as provided by ordinance, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. 160A-400.14(a).

§ 151.49 ENFORCEMENT PROCEDURES.

(A) If the owner of a ~~building dwelling found to be deteriorated~~ fails to comply with an order ~~to repair or improve~~issued pursuant to § 151.48, the building then, unless an appeal is taken from the order in accordance with § 151.51, and after the Town Council has acted as required pursuant to subsection B below, the Housing Inspector may:

(1) Secure the issuance of a warrant charging the owner with a violation of the standards established by this code;

(2) Cause the building to be repaired, altered or improved, and pending the repairs, alterations or improvements, may order the building vacated and closed;

(3) Cause to be posted on the main entrance of any building so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a class I misdemeanor; and

- (4) Institute a legal action in a court of competent jurisdiction seeking the enforcement of the order.

~~—(5) (B)—If the owner of a building found fails to comply with an order to remove or demolish a dwelling despite being given a reasonable opportunity to bring the dwelling into conformity with the requirements of this code, to be dilapidated fails to comply with an order to cause the dwelling to be vacated and closed, removed or demolish ed the building unless an appeal is taken from the order in accordance with § 151.51, the Inspector may:~~

~~—(1) Secure the issuance of a warrant charging the owner with a violation of the standards established by this code;~~

~~—(2) Cause the building to be vacated and closed and removed or demolished;~~

~~—(3) Cause to be posted on the main entrance of any building so closed a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a class I misdemeanor; and;~~

~~—(4) Institute a legal action in a court of competent jurisdiction seeking the enforcement of the order.~~

(B) The Inspector shall not cause the repair, alteration, improvement or demolition and removal of any building or perform any other duties set forth in divisions (A) and (B) of this section, until the Town Council shall have by ordinance ordered the Inspector to proceed to effectuate the purpose of this chapter with respect to the particular property or properties which the Inspector shall have found to be unfit for human habitation or dangerous and which property or properties shall be described in the ordinance. The ordinances shall be recorded in the office of the Register of Deeds of the county and shall be indexed in the name of the property owner in the grantor index.

(~~C~~D) The amount of the cost of the repairs, alterations or improvements or vacating and closing, or demolition and removal by the Inspector shall be a lien against the real property upon which the cost was incurred; which lien shall be filed, have the same priority and be collected as provided by G.S. Ch. 160A, Art. 10. If the real property upon which the cost was incurred is located in the town's corporate limits, then the amount of the cost is also a lien on any other real property of the owner located within the town limits or within one mile thereof except for the owner's primary residence. The additional lien provided in this sub-subdivision is inferior to all prior liens and shall be collected as a money judgment. If the ~~building~~ dwelling is demolished and removed by the Inspector, he or she shall sell the materials of ~~the the dwelling~~ building and shall credit the proceeds of the sale against the cost of the demolition and removal and any balance remaining shall be deposited in the Superior Court by the Inspector, shall be secured in a manner as may be directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court (in a special Proceeding brought before the Clerk of Superior Court for the purpose).

(E) If any occupant fails to comply with an order to vacate a dwelling, the public officer may file a civil action in the name of the town to remove the occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties- defendant any person occupying the dwelling. The Clerk of Superior Court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G.S. § 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served and if, at the hearing, the public officer produces a certified copy of an ordinance adopted by the governing body pursuant to division (C) above, authorizing the officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgement ordering that the dwelling be vacated shall be enforced in the same manner as the judgement for summary ejectment entered under G.S. § 42-30. An appeal from any judgement entered hereunder by the magistrate may be taken as provided in G.S. § 7A-228, and the execution of the judgement may be stayed as provided in G.S. § 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this division (E), unless the occupant was served with notice at least 30 days before the filing of the summary ejectment proceeding that the governing body has ordered the public officer to proceed to exercise his or her duties under division (C) of this section to vacate and close or remove and demolish the dwelling.

(F) Whenever a determination is made pursuant to § 151.48 that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this section, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for the notices. A minimum period of 45 days from the mailing of the notice shall be given before removal or demolition by action of the public officer, to allow the opportunity of any organization to negotiate with the owner to make repairs, lease or purchase the property for the purpose of providing affordable housing. The public officer or clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for the notices may raise the issue of failure to mail the notices, and the sole remedy shall be an order requiring the public officer to wait 45 days before causing removal or demolition.

§ 151.50 ~~METHODS OF SERVICE~~SERVICE OF COMPLAINTS AND ORDERS.

(A) Complaints or orders issued by the Housing Inspector shall be served upon persons either personally or by registered or certified mail. When service is made by registered or certified mail, a copy of the complaint or order may also be sent by regular mail. Service shall be deemed sufficient if the registered or certified mail is unclaimed or refused, but the regular mail is not returned by the post office within 10 days after the mailing. If regular mail is used, a notice of the pending proceedings shall be posted in a conspicuous place on the premises affected. ~~Complaints or orders issued by an inspector shall be served upon persons either personally or by registered or certified mail, return receipt requested; if the whereabouts of the persons are unknown and the same cannot be ascertained by the Inspector in the exercise of reasonable diligence and the Inspector shall make an affidavit to that effect, then the serving of the complaint or order upon the person may be made by publishing the same once no later than the time at which personal service would be required under the provisions of § 151.48. A copy of the complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order.~~

(B) If the identities of any owners or the whereabouts of persons are unknown and cannot be ascertained by the Inspector in the exercise of reasonable diligence, or, if the owners are known but have refused to accept service by registered or certified mail, and the Inspector makes an affidavit to that effect, then the serving of the

complaint or order upon the owners or other persons may be made by publication in a newspaper having general circulation in the Town at least once no later than the time at which personal service would be required under the provisions of this Ordinance. When service is made by publication, a notice of the pending proceedings shall be posted in a conspicuous place on the premises thereby affected.~~Failure on the part of any owner or party in interest to receive or have served upon him or her any complaint, notice or order herein provided for shall not affect or invalidate the proceedings with respect to any other owner or party in interest or any other person, firm or corporation.~~

§ 151.51 RIGHT TO APPEAL.

(A) Any owner or person who is aggrieved with ~~the ruling or a~~ decision or order issued by ~~of the~~ Housing Inspector pursuant to § 151.48 in any matter relative to the interpretation or enforcement of any of the provisions of the Housing Code may appeal from ~~any decision~~that decision or order to the Town's zoning Board of Adjustment (hereinafter, "Board").

(B) An appeal from any decision or order of the Inspector may be taken by any person aggrieved thereby or by any officer, board or commission of the ~~municipality~~Town. Any appeal from the Inspector shall be taken within ten days from the rendering of the decision or service of the order, whichever is later, and shall be taken by filing with the Inspector and with the ~~Minimum Housing Appeals Board~~Board a written notice of appeal on forms supplied by the Inspector, which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Inspector shall forthwith transmit to the Board all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the Inspector refusing to allow the person aggrieved thereby to do any act, his or her decision shall remain in force until modified or reversed. When any appeal is from a decision of the Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement until the hearing by the Board, unless the Inspector certifies to the Board, after the notice of appeal is filed with him or her, that by reason of the facts stated in the certificate (a copy of which shall be furnished the appellant), a suspension of his or her requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except by a restraining order, which may be granted for due cause shown upon not less than one days written notice to the Inspector, by the Board, or by a court of record upon petition made pursuant to division (E) of this section.

(C) The ~~Minimum Housing Appeals Board~~Board shall fix reasonable time for the hearing of all appeals, shall give due notice to all the parties and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make the decision and order as in its opinion ought to be made in the matter. The concurring vote of ~~four members of the Minimum Housing Appeals~~a majority of the Board shall be necessary to reverse or modify any decision or order of the Housing Inspector. In any case where there are practical difficulties or unnecessary hardships in carrying out the strict letter of the ordinance, the Board shall have the power to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured, and substantial justice done.

(D) Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.

(E) Any person aggrieved by an order issue by the Inspector or ~~a~~ decision rendered by the Board may petition the Superior Court for an injunction restraining the Inspector from carrying out the order or decision and the Court may, upon the petition, issue a temporary injunction restraining the Inspector pending a final disposition of the order; provided, however, that, the petition shall be filed within 30 days after issuance of the order or rendering of the decision. Hearings shall be held by the Court on any the petition within 20 days, and shall be given preference over other matters on the Court's calendar. The court shall hear and determine the issues raised and shall enter the final order or decree as law and justice may require; provided, however, that, it shall not be necessary to file bond in any amount before obtaining a temporary injunction under this division (E).

(F) In case any dwelling is erected, constructed, altered, repaired converted, maintained or used in violation of this chapter or any valid order or decision of the Inspector or Board may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration or use, to restrain, correct or abate the violation, to prevent the occupancy of the dwelling or to prevent any illegal act, conduct or use in or about the premises of the dwelling.

§ 151.52 LIEN ON PREMISES.

(A) The amount of the cost of the repairs, alterations or improvements, or vacating and closing, or removal or demolition by the Housing Inspector shall be a lien against the real property upon which the cost was incurred.

(B) If the dwelling is removed or demolished by the Inspector, he or she shall sell the materials of the dwellings and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the Superior Court by the Inspector, shall be secured in a manner as may be directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order of decree of the court. Repairs, alterations, improvements or demolitions may be made under the supervision of the Housing Inspector or he or she may let the same to contract on competitive bids or by private contract if no bids are received.

(C) Vacating and closing buildings shall be done under the supervision of the ~~Housing~~ Inspector.

~~§ 151.53 MINIMUM HOUSING APPEALS BOARD.~~

~~—(A) Creation. There is hereby created a Minimum Housing Appeals Board, which Board shall consist of five members to be appointed by the Town Council. Of the members of the Minimum Housing Appeals Board first appointed, two shall be for a term of one year, two for a term of two years and three for a term of three years. The Town Council will also appoint two alternate members to serve two year terms. Each alternate member, while attending meetings of the Board and serving in the absence of any regular members shall have and may exercise all the powers and duties of a regular member. Thereafter, all members shall be appointed for terms of three years. Any vacancy shall be filled by appointment by the Town Council. The members shall be subject to reappointment by the Town Council. Unless the Town Council takes specific action to excuse the absences and reappoints a Board member after being informed by the Planning Director of the member's removal, a Board member shall be automatically removed for failure to attend three consecutive meetings or for failure to attend 50% of the meetings within any 12 month period. Alternate members shall likewise be removed for failure to attend or participate in three consecutive meetings for which the member's attendance is requested. Absence due to sickness, death or other emergencies of a like nature shall be recognized as excused absences, and shall not affect the member's status on the Board; except that, in the event of a long illness or other cause for prolonged absence, the member shall be replaced. The Planning Director shall notify in writing any member for whom one more absence will trigger removal. In addition, the Planning Director or a member of the Town Council may propose removal of a member for any other good cause related to the performance of committee duties, but before removal on that basis, the member shall be given an opportunity to appear before the Town Council to address the issues involved.~~

~~—(B) Compensation. The members of the Minimum Housing Appeals Board shall serve without compensation.~~

~~—(C) Officers; quorum. The Minimum Housing Appeals Board shall elect its own Chairperson and Vice-Chairperson. All members, including the Chairperson and Vice-Chairperson, shall be entitled to vote. A quorum of the Housing Appeals Board shall consist of four members.~~

~~—(D) Vote required for action. The concurring vote of four members of the Minimum Housing Appeals Board shall be necessary to reverse or modify any decision or order of the Housing Inspector.~~

~~—(E) Meetings. The Minimum Housing Appeals Board shall meet on the call of the Chairperson or Vice-Chairperson. Meetings shall be open to the public and shall be informal. Minutes of meetings shall be accurately recorded.~~

~~—(F) Rules of procedure. The Minimum Housing Appeals Board may adopt its own rules of procedures and all other rules and regulations which may be necessary for the proper discharge of its duties.~~

~~(Ord. passed 4-17-2008)~~

§ 151.54 VIOLATIONS.

(A) Unless otherwise provided herein, it shall be unlawful for the owner of any building to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close and demolish and remove the same, upon order of the Inspector duly made and served as herein provided, within the time specified in the order, and each day that any failure, neglect, or refusal to comply with the order continues shall constitute a separate offense.

(B) When the Inspector finds that a building is unfit for human habitation or dangerous within the meaning of this chapter and has notified the owner to the effect and the time limit set by the Inspector for the correction of defects or vacating same has expired, no person shall receive rentals, offer for rent or occupy the building unfit as a human habitation, and each day the offense continues shall be deemed a separate offense.

§ 151.99 PENALTY.

(A) Any act constituting a violation of this chapter shall subject the offender to a civil penalty in the amount of \$100, plus court costs and attorney's fees incurred by the town. If the offender fails to pay the penalty within ten days after receiving written notice of the violation, the penalty may be recovered by the town in a civil action.

in the nature of a debt. This chapter may also be enforced by any civil action instituted by the town to prevent, restrain, correct or abate a violation of this chapter.

(B) The violation of any provision of this chapter shall constitute a misdemeanor, as provided by G.S. § 14-4. Any person violating these provisions shall be guilty of a misdemeanor and, upon conviction, the offender shall be punished by a fine of not more than \$50 for each separate offense.

APPROVAL OF EASEMENT AGREEMENTS - PUBLIX SUPER MARKET

Exhibit A following official minutes.

APPROVAL OF EASEMENT AGREEMENT - THE STANDARD AT BOONE, LLC

Exhibit B following official minutes.

APPROVAL OF SIDEWALK EASEMENT AGREEMENT - ROBERT SCOTT AND ANJA DAVIDSON

Exhibit C following official minutes.

APPROVAL OF SIDEWALK EASEMENT AGREEMENT - WATAUGA COUNTY BOARD OF EDUCATION

Exhibit D following official minutes.

APPROVAL OF ENCROACHMENT AGREEMENT - SHOPPES AT FARMERS/NEIGHBORHOOD YOGA

STATE OF NORTH CAROLINA

ENCROACHMENT AGREEMENT

COUNTY OF WATAUGA

THIS ENCROACHMENT AGREEMENT is made and entered into this the 30 day of June, 2016, by and between the TOWN OF BOONE, party of the first part, and Shoppes at Farmers/Neighborhood Yoga, party of the second part.

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

THAT WHEREAS, the party of the second part desire to encroach on public land designated as (CHOOSE ONE) a public sidewalk/public street/public park/public land (hereinafter referred to as the "public land") located at 659 W. King Street with the following: a projected sign above the doorway (hereinafter referred to as "the encroaching facility"); 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 the 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 or 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 part's 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 part shall be responsible for all liability associated with the 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 or 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 part expressly waives all claims of liability or responsibility against the party of the first part 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 part 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.

That 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 re-establish 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, rules, 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 necessary 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 is actual construction of the work contemplated herein is not begun and completed within ____ 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.

TOWN OF BOONE

By: _____
Mayor

ATTEST:

Town Clerk

By: _____
President/Member-Manager/Owner

Printed Name: Party of the Second Part

ATTEST:

Secretary/Witness

REQUEST TO SEND POTENTIAL TEXT AMENDMENT TO AUG. 22 PUBLIC HEARING - THEATER LIGHTING

REQUEST TO SEND CASE 20160419 WELSH - CONDITIONAL DISTRICT MAP AMENDMENT TO AUG. 22 PUBLIC HEARING

REQUEST TO SEND CASE 20160423 STATE OF NORTH CAROLINA - GENERAL USE ZONING MAP AMENDMENT TO AUG. 22 PUBLIC HEARING

REQUEST TO SEND CASE 20160377 PARKING STRUCTURES - UDO TEXT AMENDMENT TO AUG. 22 PUBLIC HEARING

REQUEST FOR APPROVAL OF SPECIAL EVENT PERMIT FOR THE 2016 SPOOKY DUKE AND ACCOMPANYING BUDGET AMENDMENT

Description:	Account #:	To:	From:
Overtime – Police Department	010-500-300-501201	\$750	
Overtime – Street Department	010-600-401-501201	\$750	
Appropriated Fund Balance – General Fund	010-000-000-499900		(\$1,500)

HISTORIC PRESERVATION COMMISSION REQUEST - SCHEDULING OF POST OFFICE LOCAL LANDMARK CEREMONY AND AUTHORIZATION OF FUNDS

Ceremony scheduled for Friday, Sept. 2, 2016, beginning at 5:30 p.m.

TRANSPORTATION COMMITTEE RECOMMENDATION - WILDWOOD LANE

COUNCIL MATTERS

MOTION TO RECUSE COUNCIL MEMBER MASON

Upon a motion by Council Member Clawson, seconded by Council Member Underdown Collins, Council moved to recuse Council Member Mason due to her downtown business being a possible vendor at the Local First Boone Block Party that is before Council for consideration.

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

REQUEST FOR APPROVAL OF SPECIAL EVENT PERMIT FOR THE LOCAL FIRST BOONE BLOCK PARTY AND ACCOMPANYING BUDGET AMENDMENT

Upon a motion by Council Member Teague, seconded by Council Member Underdown Collins, Council moved to approve the special event permit requested for the Local First Boone Block Party and the accompanying budget amendment:

Description:	Account #:	To:	From:
Overtime – Police Department	010-500-300-501201	\$750	
Overtime – Street Department	010-600-401-501201	\$750	
Appropriated Fund Balance – General Fund	010-000-000-499900		(\$1,500)

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

MOTION TO RESEAT COUNCIL MEMBER MASON

Upon a motion by Council Member Underdown Collins, seconded by Council Member Clawson, Council moved to resear Council Member Mason.

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

REQUEST TO SCHEDULE SPECIAL MEETING WORKSHOP - WELLNESS DISTRICT STANDARDS

Planning Director Bill Bailey requested that Council schedule a special meeting workshop with the Planning Commission to discuss and further refine the recently adopted UDO Article 17 Wellness District Standards, noting that property owners within the future Wellness District would also be invited to participate in the workshop. Upon a motion by Council Member Mason, seconded by Council Member Underdown Collins, Council moved to schedule a special meeting in order to hold a workshop on the recently adopted Article 17 Wellness District Standards on Monday, Sept. 19, 2016, at 5:30 p.m. in the Council Chambers located at 1500 Blowing Rock Road with the Planning Commission.

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

APPROVAL OF CONTRACT - MCLAURIN PARKING

Town Manager John Ward presented to Council for consideration a revised contract with McLaurin Parking for Aug. 1, 2016, through June 30, 2017, and explained the reasons for the increase in cost. In response to Council Member Mizelle's question regarding the ambassador portion of the contract, Mr. Ward advised he has a meeting scheduled with parking staff to discuss enforcement options, and will then set up additional meetings to tie in the expectations of the Town. Upon a motion by Council Member Clawson, seconded by Council Member Underdown Collins, Council moved to approve the contract between the Town and McLaurin Parking:

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

PARKING MANAGEMENT AGREEMENT

THIS PARKING MANAGEMENT AGREEMENT, made and entered into this ____ day of - _____ 2016, by and between the Town of Boone, hereinafter referred to as the "Town," and McLaurin Parking Company, a North Carolina corporation, hereinafter referred to as "McLaurin," collectively referred to as the "Parties":

WITNESSETH:

In consideration of the mutual covenants and promises herein contained and other valuable consideration, the adequacy and receipt of which are hereby acknowledged, and pursuant to the Town's authority under N.C. Gen. Stat. §§160A-301 and 160A-302, the Parties agree as follows:

1. **TERM:** The term of this Agreement shall be from August 1, 2016, through and including June 30, 2017.

2. **RESPONSIBILITIES OF MCLAURIN:**

A. **ENFORCEMENT.** McLaurin will monitor, operate, control and enforce parking, by writing parking tickets, collecting fines paid for violations, and making appropriate referrals to the Town of Boone Police Department (hereafter, these activities collectively referred to as "enforcement") on behalf of the Town at the following locations during the following times and subject to the following conditions:

I. **LOCATION OF ENFORCEMENT.** McLaurin shall provide enforcement at the Town's off-street parking areas consisting of the Town Hall lot, Queen Street lot, Depot Street lot, 30 spaces in the Watauga County Public Library parking lot and Daniel Boone Park lot (hereafter, the "Lots") as well as the on-street parking along both sides of King Street between College Street and Straight Street along both sides of Queen Street between Water Street and Depot Street, along the east side of Depot Street between Queen Street and Rivers Street, along Linney Street between King and Queen Streets, and along the north side of Hamby Alley between College Street and the eastern edge of the First Baptist Church parking lot (hereafter, "On-Street parking"), collectively referred to as the "Parking Areas." During the term of this Agreement, parking lots and on-street locations may be added or deleted, and compensation shall be adjusted accordingly should these additions or deletions materially change the number of staff or other items of compensation included in this Agreement.

II. **PERIODS OF ENFORCEMENT.** Except with respect to Daniel Boone Park (see IV below), enforcement in the Parking Areas shall be between the hours of 8 a.m. and 4 p.m. Monday through Saturday, but not including holidays recognized by the Town of Boone or such additional parking enforcement holidays as the Town Council or Town Manager may designate.

III. **FREQUENCY OF ENFORCEMENT.** McLaurin staff shall patrol and review the Lots and Streets with sufficient frequency as to be able to determine whether motor vehicles have been parked in the Parking Areas for periods exceeding the allowed times or otherwise parked without payment and/or required authorization. McLaurin recognizes that the periods of allowed parking vary from day to day and from location to location, and it will adjust its personnel as necessary to achieve enforcement with a high degree of confidence that illegal parking is thereby avoided. Upon request of the Town Manager, McLaurin will increase or decrease the frequency of its enforcement activities, and if such increase results in the necessity of added staff, or a reduction in activities allows a decrease in staff, compensation will be adjusted accordingly. McLaurin also recognizes and accepts that the Boone Town Council may from time to time change the allowable periods of parking in particular locations, and it will adjust its monitoring of parking areas accordingly.

IV. **DANIEL BOONE PARK ENFORCEMENT.** McLaurin shall provide enforcement with appropriate frequency at the Daniel Boone Park lot Monday through Saturday during the period in which Appalachian State University is in session during its fall and spring semesters, and during such other periods as may be designated by the Town Manager.

V. GAME DAY ENFORCEMENT. In addition to its normal activities, on Game Days, McLaurin shall also:

- a. Place signage at appropriate locations to advise game day parkers arriving in downtown Boone of the available parking site for all-day parking activity;

B. DANIEL BOONE PARK MARKETING. McLaurin will advertise, market and lease the available spaces at the Daniel Boone Park parking lot for use during the fall-spring academic terms of Appalachian State University.

C. LONG-TERM LEASING. McLaurin will manage permitted parking in the King Street lot, Queen Street lot, and along Queen Street on a semi-annual or annual basis, as selected by permittees, and shall perform the necessary activities, including processing permit applications, collecting permitting fees, and providing enforcement activities to ensure that only permitted users use the spaces for which permits have been issued. Each permit shall be issued by contract, and information including Name, Address, Contact Number, and e-mail shall be collected from each customer before a permit is issued. Every contract will include the specific terms of use for each lot, including days of the week, and hours the space is being made available.

D. PERSONNEL/STANDARDS OF COURTESY. McLaurin shall provide sufficient staff adequate to monitor, operate, control and enforce parking, and adequate supervisory personnel during and in connection with all periods of enforcement. The Town and McLaurin will also collaborate from time to time to create press releases on matters affecting parking.

I. MINIMUM NUMBERS OF STAFF. McLaurin shall employ no fewer than three local staff for normal operations Monday-Friday, and no fewer than two local staff for normal Saturday operations.

II. STANDARDS OF COURTESY. McLaurin recognizes that the operations of the parking areas must be accomplished in a manner so as to engender good public relations for the Town, and all of McLaurin's employees shall be properly dressed, easily identified and recognizable as McLaurin parking staff, friendly, and courteous to all those using said parking facilities and other members of the public. McLaurin's employees shall be informed that while on duty, they are perceived as representatives of the Town and that maintaining a friendly and courteous countenance at all times is essential to the successful performance of this Agreement. This responsibility shall be considered a material term of this Agreement and its repeated and unaddressed violations shall afford a basis for termination of the Agreement by the Town staff will assist with educating McLaurin parking staff on most commonly asked questions, upcoming events, and how to serve as Ambassadors for the Town of Boone.

III. SUPERVISORY PERSONNEL. A supervisory person shall be available between the hours of 8:00a.m. and 5:00 p.m., Monday through Friday, with office hours maintained at Town Hall. McLaurin's supervisory personnel shall also be informed that while on duty, they are perceived as representatives of the Town and that maintaining a friendly and courteous countenance at all times is essential to the successful performance of this Agreement, and its repeated and unaddressed violations shall afford a basis for termination of the Agreement by the Town.

IV. MANAGEMENT STAFF. McLaurin shall have staff available at (919) 833-7522 to deal with unforeseen or emergency situations. McLaurin shall provide sufficient

management staff to supervise the operation of the parking areas, as well as process monthly accounts from the McLaurin central office in Raleigh, formulate marketing plans for use of the parking areas during regular hours and for special events, and to audit all revenues collected.

- V. BONDING. All staff with access to possession of parking funds belonging to Town (whether derived from payments for permits, lot parking or fines; money deposited into meters; or any other source or payments for parking) shall be bonded at a level commensurate with the largest amount of money which could potentially be misappropriated or otherwise put at risk by such staff.
- E. ACCOUNTING. All receipts from the operations of the parking areas, without deduction, shall be the property of the Town and will be deposited at least once daily into a bank account as directed by the Town Manager or Finance Officer. On or before the 15th of each calendar month, McLaurin will provide the Town a statement of the previous month's gross revenue, along with revenues by date, and an accounting for its costs, including labor, approved office overhead, supervision, insurance, replacement tickets and other items associated with the operation of the parking facilities. McLaurin shall maintain accounting records according to customarily accepted accounting standards, and it shall allow designated representatives of the Town the right to inspect those records at any time during the term of this agreement and for one year thereafter. The Town Manager may from time to time request reasonable analysis by McLaurin of parking expenses and revenues, and McLaurin shall provide such analysis. McLaurin will maintain information which allows it to track revenues and penalties from Lots and On-Street parking, by location, so that the Town can meet its statutory responsibilities for the application of the respective funds.
- F. SUPPLIES. McLaurin will furnish all office equipment and supplies, including but not limited to parking tickets, parking stickers, receipt books, and reporting paper, required to perform its obligations under this agreement. The Town will provide pay station supplies, hang tags, postage and envelopes.
- G. SIGNS. McLaurin may, at its expense and subject to approval of the Town, install neat, attractive signs indicating that the services are provided by McLaurin Parking Company. In addition, McLaurin will advise the Town as to signs and markings which may be needed for directing the public to and providing information about the Parking Areas, such signs to be prepared and installed by the Town at its expense. All signs must comply with the Town's regulations concerning signs, as well as the Uniform Traffic Control Device Manual, as applicable.
- H. REPORTS. McLaurin shall periodically report to the Boone Town Council and Town Manager, as requested, on its activities.
- I. CONSULTING SERVICES. In addition to its other responsibilities, McLaurin shall provide consulting services to the Town Manager and Town Council upon request. Such services shall include analysis and recommendations regarding all aspects of present and future Town parking operations, including but not limited to: evaluations of current operations; analyses of future needs; recommendations for addressing perceived deficiencies; recommendations for meeting increased or changed demands; investigation and analysis of equipment alternatives; and, investigating and reporting on alternative methods for operations and enforcement.
- J. PARKING APPEALS. McLaurin shall provide supervisory staff personnel to participate on the Town's parking violations appeal committee.

- K. **LIABILITY INSURANCE.** McLaurin shall obtain and maintain insurance covering the following items and will provide the Town with certificate of insurance confirming each:
- I. Comprehensive General Liability and Property Liability insurance in the amount of \$500,000.00 bodily injury or death per incident and \$100,000.00 property damage per incident.
 - II. Garage Keeper's Excess Specified Perils insurance including fire, explosion, vehicular theft, vandalism, and malicious mischief in the amount of \$1,000,000.00. Said insurance represents excess insurance in the event that the individual in question lacks individual coverage of this type.
 - III. Umbrella Excess Liability insurance in the amount of \$1,000,000.00, to provide coverage in said amount over and above both the Comprehensive General Liability and the Garage Keeper's Excess Specified Perils coverages required per the immediately preceding subsections.
- L. **EQUIPMENT.** McLaurin is responsible for providing and maintaining an industrial coin sorter and handheld units and supplies for issuing citations.
- M. **REGULATIONS.** McLaurin shall comply with all Federal, State and local laws, statutes, ordinances and regulations applicable to this Agreement.
- N. **INDEMNIFICATION.** McLaurin shall indemnify, defend and hold harmless the Town, its officers, employees, and agents, against all claims, costs, losses and damages arising out of or relating to its performance of its duties under this Agreement, including but not limited to claims for personal injury or property damage based in tort, claims or causes of action under or pursuant to 42 U.S.C. 1983 or other civil rights law, claims or causes of action under or pursuant to the North Carolina Constitution or General Statutes, and all such other claims or causes of action, it being the intent of McLaurin to release the Town of Boone, its agents, officers and employees, from all possible liability arising from McLaurin's performance of this Agreement.
- O. **BASIC MAINTENANCE OF EQUIPMENT:** McLaurin staff should be trained to handle basic maintenance issues with equipment such as changing batteries, checking and resolving coin blockage issues, replacing pay station receipt tape and the like.

3. TOWN'S RESPONSIBILITIES:

- A. **OFFICE SPACE.** The Town shall provide McLaurin with office space in Town Hall or other suitable location, subject to rent. The rent for office space in Town Hall is one dollar (\$1.00) for the term of this Agreement, and shall be due and payable in full upon the execution of this Agreement. This provision is not intended by the parties to create a tenancy or other legal right and does not afford McLaurin any claim to the exclusive right of possession, but is itself merely a license granted by the Town to McLaurin to allow it to use the space provided by the Town, and it is freely terminable by either party. The Town reserves the right upon thirty (30) days' notice to require McLaurin to relocate to alternative office space. Other than the aforesaid notice, McLaurin waives all legal and other process, as well as any and all other claimed requirements for the Town to recover possession of the space in question. Upon the aforesaid notice, McLaurin shall peaceably relinquish the space to Town in good condition, normal wear and tear excepted. The office space and equipment provided is to be used exclusively for McLaurin's performance of its obligations under this agreement.

B. **CLEANING AND MAINTENANCE.** The Town shall be responsible for cleaning and maintaining all parking areas, including snow removal.

C. **EQUIPMENT.** Unless otherwise provided by separate agreement, parking control equipment including, booth and revenue control systems located in the Lots shall be provided by the Town and shall remain the property of the Town. The Town will be responsible for the cost of all replacement parts for Town's equipment. The Town will be responsible for any repairs to the booth that may be necessary, subject to prior approval by the Town Manager.

D. **PAYMENT FOR SERVICES.** The Town shall compensate McLaurin as follows:

Office Staff:	\$ 35,921
Parking Manager:	\$ 48,945
On-street Officers:	\$ 114,748
Office HR, Payroll, Administration and Liability Insurance	\$ 26,461

TOTAL CONTRACT = \$ 226,075

4. **TERMINATION FOR CAUSE:** Either party may terminate this Agreement for cause, but prior to termination, the terminating party shall give the other party notice of no less than seven days to cure any asserted violation of the Agreement.
5. **TERMINATION FOR CONVENIENCE:** In addition to a termination for cause, either party may terminate this Agreement by giving 120 days written notice to the other party of its intention to end the Agreement. At the effective date of the termination, McLaurin shall surrender the Parking Areas and equipment in as good a state as they were at the time they were turned over to McLaurin for management, normal wear and tear excepted.
6. **ASSIGNMENT:** The rights and duties under this agreement may not be transferred or assigned in whole or in part without the written consent of both parties, and in the event of bankruptcy, reorganization, or any attempt to make an assignment for the benefit of its creditors by McLaurin, this agreement will immediately terminate at the option of the Town.
7. **NOT A PARTNERSHIP:** This Agreement is not intended to create a partnership or joint venture, and employees of McLaurin are not employees of the Town, are not entitled to benefits under Town benefit plans, and are not subject to the Town Personnel Policy.
8. **JURISDICTION AND VENUE:** Should a dispute arise regarding this Agreement, the laws of North Carolina will control and Watauga County, North Carolina shall be the exclusive venue for litigation of any such dispute.
9. **MODIFICATION:** This Agreement may only be modified by written instrument signed by both parties.

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

McLaurin Parking Company

By: _____
Stephen B. McLaurin
Vice President

ATTEST:

Kristy M. Dixon
President

Town of Boone

By: _____
Rennie Brantz
Mayor

ATTEST:

Christine Pope
Town Clerk

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

MOTION TO AMEND THE AGENDA

Upon a motion by Council Member Mason, seconded by Council Member Underdown Collins, Council moved to hear Item 7.M - Brown of Boone, III Water and Sewer Request next on the agenda. Alan Crees of Municipal Engineering advised that they are waiting on their engineer. Council agreed to hear the item once the engineer arrives.

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

CONSIDERATION OF AMENDMENTS TO TOWN CODE CHAPTER 99: AGGRESSIVE PANHANDLING AND PUBLIC URINATION PROHIBITED

Town intern Kate Hayes presented her findings with regard to comparable panhandling ordinances in other similar college towns as well as from her discussion with the police department which are incorporated into the proposed revisions to Chapter 99 of the Town Code (**Copy of proposed revisions in July 2016 meeting packet**). Town Manager John Ward added that the downtown survey he recently sent to Council shows the priority level downtown business owners placed on panhandling and vandalism. Captain Andy LeBeau voiced that the police department generally handles panhandling issues on a daily basis, although they are hard to track since they do not typically come through as panhandling issues, but matters dealing with trespassing, intoxication and harassment. Council Member Teague expressed her concerns with the restrictiveness of the proposed revisions. Town Attorney Allison Meade noted the two parts to be looked at separately with regard to the proposed revisions, the first being to specify aggressive panhandling and the second being the regulation of non-aggressive panhandling. She added that the penalty section is meant to be less extreme than what state law allows. Discussion ensued regarding busking, providing pamphlets to panhandlers with information regarding resources and organizations that can help them, and the possibility of a policy separate from the ordinance for guidelines on how officers should respond to these types of calls, since some deal with matters of mental health or substance abuse. Upon a motion by Council Member Mason, seconded by Council Member Underdown

Collins, Council moved to table this discussion until the August regular meeting, giving Council members an opportunity to send input to the town manager and to allow public comment on this matter at the August meeting.

RESULT:	TABLED [UNANIMOUS]	Next: 8/18/2016 5:30 PM
MOVER:	Lynne Mason, Mayor Pro Tem	
SECONDER:	Jeannine Underdown Collins, Council Member	
AYES:	Mason, Clawson, Mizelle, Teague, Collins	

REQUEST FOR WATER AND SEWER SERVICE - BROWN OF BOONE III, LLC (QUASI-JUDICIAL)

Before deliberating on the quasi-judicial request, Town Attorney Allison Meade questioned the members of Council on whether or not they had contact with the applicant regarding the request. All Council members stated they had not had any significant contact with the applicant for the request.

Town Attorney Allison Meade opened a public hearing at 6:43 p.m. to hear sworn testimony on a request for water and sewer service to a property located on US Hwy. 421 South. Michael Trew of Municipal Engineering, being duly sworn, spoke on behalf of the applicant, and reviewed the current use of the property and its intended use. He advised that the fitness center proposed is currently located at New Market Centre, but the lease is coming to an end. He added that the applicant would also like to be able to do maintenance on his own vehicles and farming equipment, and sees this as an opportunity to construct a shop as well as some type of commercial activity for renting out. Mr. Trew also stated that this property is within the extraterritorial jurisdiction, outside the corporate limits, and provided a letter from the Watauga County Health Department noting the difficulties of having both onsite water and sewer on the property. He added that they are unsure if the ground water is contaminated, but that Municipal Engineering worked on the adjacent property, which was contaminated. He stated the ground has been disturbed which also makes getting septic service difficult. With regard to the structure of the commercial building, Mr. Trew advised that the structure will be a shell building with a nice, decorative facade on the front similar in nature to the Gateway Center along Hwy. 421 South. Mr. Trew confirmed that the applicant would be willing to annex the property if given water and sewer service. Town Attorney Allison Meade recommended that annexation be a condition that must be met prior to a certificate of occupancy being issued.

Planning Director Bill Bailey, being duly sworn, noted that it will be challenging to look at the entire parcel when discussing annexation since it is currently one giant parcel split by the road, adding that it appears to be part of a subdivision. Brief discussion ensued regarding how this development ties into the Town's 2030 Plan. Mr. Bailey noted that the 2030 Plan is broad with undefined plans for that gateway/corridor area, but looks for high-quality development in this area. Council Member Mason noted there are discrepancies with the 2030 Plan in which the use of the area is not consistent with how it is zoned and would like to go back and revisit this in the future.

Public Works Director Rick Miller, being duly sworn, advised that the water line will need to be extended and believes it will need to be an eight-inch line. He noted that if approved, this will most likely need to be a Town cost-shared project in which the Town covers the additional cost above the necessary line size for the specific development due to the possibility of other large developments later on in that area, which would require a 16-inch line through the area. Mr. Miller stated the Town has done cost-shared line extensions like this in the past, but he did not have a cost estimate for this project at this time. Town Manager John Ward added that looking at the area, there is available land to support growth and the provision of additional water, and if annexed, would allow the Town Code to control that development. Mr. Trew advised that the property owners are in the process of dividing this piece of land so it will be its own parcel not connected to anything else. Ms. Meade stated that the property owners will need to have their attorney confirm it is not part of a subdivision and can be annexed. Mr. Bailey added that this would be a satellite annexation. Discussion ensued regarding the development and water extension to Food Lion. Mr. Miller advised it took place in the 1990s, and stated there are several other locations connected to the water line in that area as well.

Assistant Town Manager Jim Byrne, being duly sworn, stated that the Town is about to venture into a water intake project and by not annexing the property, the Town would be collecting double water and sewer rates. He stated that this might be something the Council would want to consider for the funds. With no further testimony, Ms. Meade closed the hearing at 7:03 p.m.

Council Member Underdown Collins stated she felt this made sense for the tax base. Council Member Mason stated that as a secondary urban growth area, it is a priority for eventual extension of utilities and could only improve that area of town, adding that she'd like to pursue annexation which would provide more property tax.

Upon a motion by Council Member Mizelle, seconded by Council Member Underdown Collins, Council moved to approve Brown of Boone, III, LLC's request for water and sewer service to property located on US Hwy. 421 South with the predicted usage of 1,188 gallons per day with the requirement that annexation of the property be completed prior to the issuance of a certificate of occupancy.

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

TOWN MANAGER UPDATE

Town Manager John Ward updated Council on various upgrades including downtown lighting, streetscape and holiday decorations as well as information regarding a New River Conservancy Project involving other governmental entities, the status of The Standard at Boone, and Boone's listing as one of the South's best college towns in Southern Living magazine.

ANNOUNCEMENT OF BOARD VACANCIES

Mayor Brantz noted the following new vacancies in addition to the list of existing board vacancies:

- Tourism Development Authority: Ben McKethan's position set to expire Sept. 30, 2016.
- Michelle Dineen resigned from her resident position on the Planning Commission. Term will expire June 30, 2020.
- Jim Buchanan resigned from his position on the Community Appearance Commission. Term will expire June 30, 2017.

APPOINTMENT TO BOARD OF ADJUSTMENT

Council Member Mason nominated James Milner for reappointment to an alternate resident position on this board. Ms. Mason also nominated Stephen Taylor for referral to the Watauga County Board of Commissioners for appointment to a full-time ETJ position on this board.

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

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

APPOINTMENT TO DOWNTOWN BOONE DEVELOPMENT ASSOCIATION

Council Member Mason nominated Tucker Deal for reappointment to this board. Council Member Underdown Collins nominated Angela Kelly for appointment to this board. With no further nominations, Mayor Brantz called for a vote.

Mr. Deal's and Ms. Kelly's terms will expire July 31, 2019.

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

APPOINTMENT TO PLANNING COMMISSION

Council Member Mason nominated Elizabeth Shay for appointment to a resident position on this commission. With no further nominations, Mayor Brantz called for a vote.

Ms. Shay's term will expire June 30, 2020.

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

CLOSED SESSION

MOTION TO ENTER CLOSED SESSION

Upon a motion by Council Member Teague, seconded by Council Member Underdown Collins, Council moved to enter closed session at 7:32 p.m. to hear the following items:

1. Pursuant to N.C.G.S. 143-318.11(a)(5)(ii), to establish the amount of compensation and/or other material terms of an employment contract or proposed employment contract.
2. Pursuant to N.C.G.S. 143-318.11(a)(3), to consult with the Town Attorney in order to consider and give instructions to the attorney concerning the claim involving the Town of Boone and Mike Budka, et al.
3. Pursuant to N.C.G.S. 143-318.11(a)(3), to consult with the Town Attorney in order to consider and give instructions to the attorney concerning a potential claim involving the water intake project.

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

MOTION TO EXIT CLOSED SESSION

Upon a motion by Council Member Mason, seconded by Council Member Underdown Collins, Council moved to exit closed session at 8:11 p.m.

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

POSSIBLE ACTION FOLLOWING CLOSED SESSION

MOTION

Upon a motion by Council Member Underdown Collins, seconded by Council Member Mason, Council moved to reject the bids submitted on the so-called "vertical" division portion of the water intake construction project, and instruct staff to re-bid that portion of the project, on grounds that re-bidding is in the best interests of the Town for two reasons: (1) re-bidding will avoid possible litigation and delay in construction that otherwise might arise in light of the objection that has been raised by one bidder, and (2) re-bidding will ensure that all bidders are on a level playing field and that the Town obtains valid and competitive bids.

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

ADJOURNMENT

MOTION TO ADJOURN

Upon a motion by Council Member Clawson, seconded by Council Member Underdown Collins, Council moved to adjourn the meeting at 8:13 p.m.

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

Christine Pope, Town Clerk

Rennie Brantz, Mayor