MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
August 15, 2019

CALL TO ORDER

A regular meeting of the Boone Town Council was held on Thursday, August 15, 2019 at 6:00 p.m. in the Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Rennie Brantz presided. Council members present included Mayor Pro-Tem Loretta Clawson, Lynne Mason, Sam Furgiuele, Connie Ulmer and Marshall Ashcraft. Staff present included Town Manager John Ward, Town Clerk Nicole Harmon, Public Works Director Rick Miller, Police Chief Dana Crawford, and Senior Planners Christy Turner and Marty Little. Town Attorney Allison Meade was also in attendance.

ANNOUNCEMENTS

Mayor Brantz welcomed all in attendance and asked anyone who wished to speak during public comment to please sign up. Mr. Ward announced that the new hybrid police car had arrived.

Mayor Brantz announced the following board vacancies:

BOARD OF ADJUSTMENT
One alternate position

COMMUNITY APPEARANCE COMMISSION
Four positions

CULTURAL RESOURCES ADVISORY BOARD
Four positions

DOWNTOWN BOONE DEVELOPMENT ASSOCIATION
Two Council appointed positions

HISTORIC PRESERVATION COMMISSION
Two positions

OUTSIDE AGENCY FUNDING REVIEW COMMITTEE
One position

PLANNING COMMISSION
One position

SUSTAINABILITY COMMITTEE
One position

TOURISM DEVELOPMENT AUTHORITY
Two positions

WATER ADVISORY COMMITTEE
One position

TENTATIVE AGENDA ADOPTION

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

VOTE:	Aye:	All
	Nay:	None

PUBLIC COMMENT

Mike Boone had signed up to speak, but was not in the audience when his name was called.

Randall Honeycutt of Boone spoke in opposition to changing the name of Hunting Hills Lane. He believed that the road name was a tribute to the lady who developed the area, and felt that due to the short length of the road, there were more appropriate roads which could be named after Dr. King. Mr. Ward clarified that the only part of the road that would change was from State Farm Road to the bridge, and would only affect addresses of government owned property. Mr. Honeycutt was still concerned that visitors would be unable to find his property and felt that this change would only cause confusion.

Steve Berndt of Boone believed that it was stupid to rename only a portion of the road and that he was totally opposed. He felt that the only option that made sense was to rename King Street after Dr. King. Mr. Berndt added that he realized it would take work to get the NCDOT to agree to this, but believed it would be worth the effort.

Marge Lenmark of Boone stated that the proposed road name change came as a surprise to all the residents on Hunting Hills Lane. She presented Council with a petition including the signatures of 21 residents (a copy of the petition is on file in the office of the Clerk) and stated that since Hunting Hills Lane was not a major or a through street, it would be an insult to Dr. King to name this road after him. She added that she had recently heard of a new road being constructed on ASU campus and felt that this would be a better option for honoring Dr. King.

Jean Borman of Boone stated that she was charmed with the fact that she lived on a street with history. She added that she ran her own businesses and that she would prefer not to have to change her address for mail from 50 or more organizations.

Gordon Noble of Boone asked how much credence could be put into the statement that the renaming would only effect properties up to the bridge. Mr. Ward confirmed that the first time the idea of Hunting Hills Lane was discussed was on the previous Tuesday at the regular meeting, and that if approved the plan would be to only rename the portion of the road to the bridge. Mr. Noble expressed concern that when the E911 addresses in Town changed years ago, that there was a great deal of confusion. He thanked Council for their work on the matter, and added that he was in favor of naming a street somewhere in Town after Dr. King, but did not believe Hunting Hills Lane to be the proper choice.

REQUESTED APPEARANCES

JOHN GRASINGER - KENSINGTON GATE SENIOR LIVING CONDOMINIUMS

Mr. Ward noted that he had invited Mr. Grasinger to appear at the meeting due to an issue that had arisen at the Kensington Gate 55+ community in Boone in that two of the three structures originally proposed had been built, but that new height limitations were impacting the final completion of the third structure. Mr. Grasigner confirmed that the project was a three-phase project, with the first building constructed in 2006 and the second in 2008. He added that with the market crash, the project was unable to move forward. Now that the market had recovered, he stated that he would like to move forward with the completion of the third building. Mr. Grasinger stated that in developing the buildings, historic trees had been left unharmed, the creek had been daylighted, and that the third building was ready to be built. He noted that he had spoken with Planning staff and the Town Manager and noticed that there was not a designation for buildings dedicated to the elderly population. Mr. Grasinger indicated he was looking for a new use to be allowed in the office and institutional zoning district. Mr. Furgiuele asked Mr. Grasinger when the project was initially approved if he had vested rights for all three buildings and what the time period was. Mr. Grasinger answered that he thought the permit was valid for ten years and that they tried to keep the permit alive by doing small amounts of work. Mr. Furgiuele asked other than multi-family buildings not being allowed in the O/I district, what was the problem with the height limitations. Mr. Grasinger answered that there was actually not a problem with the height restrictions, but the restriction of three stories or less was problematic. He added that the property owners association was running out of funding and that they needed to move forward with the third building in order to remain an affordable housing option to elderly residents in Boone. Mr. Furgiuele stated that he was not enthusiastic to add a use to the O/I zoning district, but believed the better solution was to create a special senior housing zoning district. He asked whether if this option was determined to be legal, if Mr. Grasinger would object to that approach. Mr. Grasinger indicated that he would not be opposed to this approach, and that he just wanted to complete the project for the owners in order to keep costs low. Mayor Pro-Tem Clawson felt that this was a great project and asked whether the neighbors had expressed any issues. Mr. Grasinger answered that the only issue he had heard was that one of the neighbors wanted an easement to cut some trees. In response to a

comment by Mr. Furgiuele, Mr. Grasinger confirmed that additional buffering was installed during the initial construction and reiterated that no trees would come down with the construction of the third building. Mr. Furgiuele felt that Council should support the request by creating a new zoning district, to which Ms. Mason agreed. Ms. Meade asked whether the concept for the new zoning district would be to only allow this type of development geared toward the elderly population, with Mr. Furgiuele confirming that this would be the case. He then made a motion, which was seconded by Ms. Mason, to endorse the creation of a new zoning district for the single purpose of senior housing and to leave the details to staff.

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

APPROVAL OF ITEMS ON CONSENT AGENDA

Upon a motion by Mr. Furgiuele, which was seconded by Mayor Pro-Tem Clawson, Council voted to approve the following items on the consent agenda:

1. Minutes - Town Council Special Meeting March 5, 2019
2. Minutes - Town Council Special Meeting March 6, 2019
3. Minutes - Town Council Special Meeting April 10, 2019
4. Minutes - Town Council Regular meeting June 18, 2019
5. Minutes - Town Council Regular Meeting June 20, 2019
6. Minutes - Town Council Special Meeting June 27, 2019
7. Minutes - Town Council Regular Meeting July 16, 2019

VOTE: Aye: All
Nay: None

COUNCIL MATTERS

TOWN MANAGER UPDATE

Town Manager John Ward updated members on the following topics:

1. Passed out an updated list of upcoming events including the water intake ribbon cutting ceremony, DBDA logo mural unveiling and COG banquet on September 6th.
2. Progress update on repairs at Green Street and Charles and Gladys Streets.
3. Water intake update: Town should be receiving reimbursement from the USDA for over 1.6 million dollars in expenses.
4. The safety enhancement project on New Market Blvd. has been completed. This project included a new grass median, 11 maple trees, street resurfacing, replacement of deteriorated sidewalk and curb & gutter, a new traffic signal, new pedestrian heads with audible tones, and a new crosswalk crossing New Market Blvd. at Market Hills Drive.
5. The King Street/Appalachian Street pedestrian crossing project is 95% complete. NCDOT's contractor is currently completing installation of pedestrian heads and hoped to be finished by this weekend. This project consisted of new bulb outs, areas for flowers, one new street tree, a new street light pole, new pedestrian crossing infrastructure, a new trash can and bench.
6. 4 new maple trees with tree grates have been installed on Queen Street.
7. Perkinsville Drive: Approximately 350' of storm water pipe, curb & gutter, and sidewalk have been installed. A section of the street has also been widened to 12' lanes and resurfaced. Work currently continues on the east side of Perkinsville Dr.
8. Downtown Streetscape: Greene's Construction will complete the brick paver sidewalk up to 747 West King St (Wine to Water) by the middle of next week. The next section moving west will be installed by the Marketplace Hotel development.

9. The Landscape Division is in the process of planting 18 new trees at the Greg Young Water Intake. The trees will range in size from 2" to 3" caliper, with installation being completed before the dedication ceremony on September 6th.

10. The Public Works Department has engaged on call engineers to begin work and design on the following projects:

a. Farthing Street Storm Drainage Improvements-This will address storm drainage runoff that overflows Farthing Street during significant storm events.

b. Hunting Hills Slope Failure Repair-The slope failure is approximately 125 linear feet along the southern portion of Hunting Hills Lane. Engineers will produce a design that will provide long-term stability of the roadway and slope while minimizing the disturbance.

c. ADA Transition Planning Services-Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 requires all public agencies to conduct a Self-Evaluation and create an ADA Transition Plan. This plan is essential to ensure the Town is working toward meeting the needs of all users of our facilities and programs.

d. State Farm Road Bridge-The Public Works Department is working to address several priority maintenance issues identified during the 2018 bridge inspections performed by the North Carolina Department of Transportation. Some of the issues identified are considered major and will require specialized contractors to perform the work. Crews hope to get started on repairs this fall, however the weather could potentially delay repairs until the spring of 2020.

11. The Street Department has been working at night since August 5th to complete milling and resurfacing of Boone Heights Drive and State Farm Road from Hunting Hills Lane to Sunnyside Drive. Permanent roadway lines and markings will be installed during normal working hours after the new asphalt has properly cured and hardened.

12. Upcoming roads for resurfacing include Faculty Street and Faculty Street Extension, Dogwood Road from Hwy. 105 to Collins Lane and State Farm Road from Hwy. 105 Ext. to VFW Drive.

13. Fun in the Park & Bike Rodeo: In hopes of attracting more participation and providing variety, we have combined these two events. The Town of Boone is committed to pedestrian and bicycle safety, and for the 6th year is a Partner Community in the Watch for Me NC Campaign. Staff will kick off the campaign with a Bike Rodeo Kick-Off event Saturday, September 7, from 9 am to 12 pm at Hardin Park School. Bring the family and join the Town of Boone for a fun-filled morning of entertainment, prizes, bounce houses, face painting, biking and more. This is a free event and open to all elementary school-aged children. The Town's recycling, litter prevention, and water conservation coordinators will be there with lots of giveaways. The public is invited to bring their bike and helmet and have fun while learning about bicycle safety from the Town of Boone Police Department. If you don't have a bicycle don't worry, a small number of bicycles and helmets will be available during the event.

14. Announced the upcoming Boone Clean Up Day, Fall Litter Sweep and Free Pick-Up Weeks

15. MSD expansion notices went out today. The public hearing will be a component of the Sept. 17 regular Town Council meeting.

16. Howard Street Update: final numbers from New River Light and Power for the underground installation of utility lines are in, preliminary design plans done and for streetscape work, utilities and paving the cost adds up to around $9 million. He stated that staff had applied for a grant from the Appalachian Regional Commission and indicated that the next step in the project was to initiate a community facilities loan through the USDA. Mr. Ward noted the Town was currently bringing in in excess of $400,000 per year in hotel/motel taxes which has been set aside for the Howard Street project, and that the fund currently held about $1.2 million. Mr. Ward suggested moving forward with applying for the loan at full project cost since rates were low and the money leftover from the current fund would be treated as a contingency fund. He noted that there were no penalties for paying off the loan early and felt that if the Town could secure funds knowing that income from the hotel/motel tax would cover the payment on the loan that that may enable the downtown streetscape plan for remainder of King, Depot, Water and Appalachian Streets to be completed in three years versus ten. Upon a motion by Mr. Ashcraft and seconded by Ms. Mason, Council voted to authorize the Town Manager to proceed with Howard Street plan as outlined. Mr. Furgiuele felt that even if the community facilities grant was not obtained, that the Town should still proceed and felt that it would be a mistake to not move forward given all the preliminary work that had been done.

VOTE: Aye: All
Nay: None

17. Reminder of the live fire training taking place on August 17 at the Bolick farm. Mr. Ward noted that all tree assessments and state permits had been completed and that there was no tree damage at the last burn on the property.

18. Highway 105 update: Mr. Ward announced that he had recently received an email from Mike Pettyjohn with NCDOT which stated the state had conducted a speed study pursuant to Council's previous request to lower the speed limit to 30 miles per hour. Mr. Pettyjohn indicated in his email that the average speed along the road was 42 and that based on this fact, a speed limit of 45 would be warranted but that the state would keep the speed limit at 35. Mr. Furgiuele asked whether the study was conducted during the time of enhanced police enforcement in the area, with Mr. Ward indicating that there was not as much enforcement in the area at the time of the study. Mr. Pettyjohn stated in his email that based on traffic volume, the intersections along Highway 105 did not meet NUTCD warrants for traffic control signals and that the ones already installed were synchronized. Mr. Furgiuele wondered why the street was busy enough to need to be redesigned as a superstreet, but not busy enough to need traffic control signals. Mayor Pro-Tem Clawson was pleased that NCDOT was paving the road. Ms. Mason asked whether Mr. Pettyjohn communicated any suggestions to address safety concerns along the highway. Mr. Ward indicated that Mr. Pettyjohn did not respond to that question in his email.

19. Announced that New River Light and Power was moving forward with the solar array and anticipated beginning site preparations in December.

20. Peacock Lot Parking Deck/Boone Creek Daylighting project update: Mr. Ward believed that upcoming parking studies would be favorable for a parking deck in the Peacock Lot off of Howard Street and anticipated that ASU would share the details of these studies once they were complete.

21. Announced that staff currently had 4-5 grant applications in process and noted that if no match was required, he had authorized staff to continue without Council approval. Mr. Ward noted that phase two of the stream bank restoration project at the Bolick farm had scored high in a recent grant scoring process.

22. Mr. Ward announced the Police department's first hybrid vehicle had arrived earlier that day. He added that he and staff had explored the conversion to all-wheel drive vehicles which were powered by plant-produced propane. Mr. Ward stated that the cost per gallon of this fuel was currently at $1.10 and that it reduced carbon emissions by 85%. He indicated that the conversion cost was approximately $6,000 and would not void any warranty on the vehicles.

23. Mr. Ward stated that he would forward his updated to-do list, along with a report of parking operations. He added that he had no intentions of replacing the recently open position of Assistant Town Manager, but asked Council to let him know if any concerns arose.

24. Mr. Ward stated that in early discussions regarding the municipal complex, that Planning offices were included in the plan due to the lack of efficiency in the current layout. He noted that there were parking concerns at the current location and suggested Council consider adding Planning offices into plans for the new municipal complex. Mr. Ward anticipated that the offices currently held by Planning at the Post Office would still be utilized, and felt that it made sense to create a one-stop shop with Planning, Fire and Public Works for development. Mr. Furgiuele stated that he was open to this addition, but felt it was important to maintain offices in the Post Office building in an attempt to keep the building viable. Mr. Ward agreed with this statement and added that he would brainstorm with staff on options at the next department director meeting.

TOWN ATTORNEY UPDATE

Ms. Meade warned Council that they should anticipate seeing more formality with ordinances and resolutions. She stated that in a recent court ruling out of Albemarle, the town had not formally adopted a resolution to retain outside Council, and the case was thrown out due to what the courts perceived as a lack of standing. She believed that out of an abundance of caution that Council should proceed with more formality, and that she may bring forward a broadly drawn ordinance or resolution instead of presenting separate ordinances or resolutions for each contract, etc. Mr. Ward suggested that given the length of meeting agendas that it would be better to proceed with the latter suggestion. Ms. Meade felt that Boone operations were still small enough that it could function with Council considering everything separately, but that there may be some code enforcement and small contracts that could be blanketed under a general resolution or ordinance.

BOARD LIAISON REPORT

Mayor Pro-Tem Clawson stated that the Cultural Resources Advisory Board had a good summer and that the concerts were going well. She added that the board was pleased to have Mark Freed as the new director, to which Ms. Ulmer agreed. Ms. Mason announced the unveiling of the new downtown logo mural on "Live it Up First Friday" in September. Mr. Furgiuele stated that the Police Department had met with the Sustainability Committee on the department's sustainable initiatives and added that their information was very useful. He indicated that the committee had met with all departments except for fire (whose meeting is upcoming) and that even though there had been some resistance from committee members, he believed that meeting with department heads had been productive. Mr. Ashcraft echoed Mr. Furgiuele's comments about the Sustainability Committee and hoped that the information gathered would help direct the Town's efforts in becoming more sustainable. Ms. Ulmer stated that the AppalCART board would be approaching the Town for funding to help pay for an increase in employee pay as well as employee pensions. Mayor Brantz announced that the Historic Preservation Commission continued to work on downtown design guidelines and the Junaluska historical marker. Mr. Furgiuele stated that Community Appearance Commission was entering into the final discussions about the downtown appearance standards and applauded staff and committee members for their work. Mayor Brantz added that the Historic Preservation Commission anticipated having the results of the historic survey ready by the end of the summer.

CONSIDERATION OF BUDGET AMENDMENTS

Upon a motion by Mr. Furgiuele which was seconded by Mayor Pro-Tem Clawson, Council voted to approve the following budget amendments:

1. Public Works (Fee in Lieu Sidewalk Improvements - $60,000)
2. Public Works (Public Works Administration Salaries - $905.88)
3. Public Works (Public Utilities Administration Salaries - $905.88)
4. New River Conservancy (Stream Bank Restoration - $7,000)

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

APPOINTMENT TO SUSTAINABILITY COMMITTEE

Mr. Furgiuele nominated Joan Brook to serve on the Sustainability Committee. Hearing no further nominations, Mayor Brantz asked for a vote.

VOTE: Aye: All
Nay: None

Ms. Brook's term will expire on June 30, 2022.

CONTINUED DISCUSSION REGARDING RENAMING OF A TOWN STREET AFTER MARTIN LUTHER KING, JR.

Mr. Furgiuele gave a brief history on this matter dating back to 2016 when it was referred to the Transportation Committee. He explained that the Transportation Committee suggested that when Howard Street was reconstructed that a multimodal path should be named after Dr. King. After years of no results, Mr. Furgiuele stated that he revived the matter by proposing that Council rename New Market Boulevard after Dr. King since it was a Town-owned street that had what he thought to be less significant historic importance. Due to the enormous resistance voiced from property owners and businesses in the area, and after being denied by the NCDOT to rename a state-owned road after citing a 2004 policy, Council deliberated a number of other Town-owned streets before the suggestion was passed on to them of renaming a portion of Hunting Hills Lane. Mr. Furgiuele felt that due to the large amount of traffic on Hunting Hills Lane with the construction of the new recreation facility, the children's park and the baseball fields, this choice was as good a choice as any of the

other Town streets suggested. He added that he appreciated the public input on the topic, and was in favor of renaming the portion of Hunting Hills Lane from State Farm Road to the bridge after Dr. King on the condition that no residential addresses would be changed for postal service or E911 purposes. Mr. Furgiuele added in response to suggestions from people addressing the Council that a street changing names along its course was "stupid" that he could think of a number of streets that converted to different streets without signage, and felt that the discussion had gone on too long. He felt that Dr. King was one of the greatest Americans in our history and he wanted to honor him in Boone. Mr. Furgiuele continued by saying that he had originally proposed a dedication ceremony on Labor Day because of Dr. King's influence in the labor movement, but did not feel that this would be feasible in the amount of time left before Labor Day. He asked that Council consider (if this idea was approved) that a dedication be held and that the Junaluska Heritage Association and SGA should be asked to be involved with planning the event which would include an allocation for a small reception. Mr. Furgiuele made a motion to rename a portion of Hunting Hills Lane from State Farm Road to the bridge Martin Luther King Jr. Street. Mayor Pro-Tem Clawson seconded the motion. Ms. Mason expressed her support of honoring Dr. King and added that she had a conversation with board of transportation representative Cullie Tarleton about the 2004 policy cited when NCDOT was approached about renaming one of their streets. She indicated that Mr. Tarleton had talked to others in Raleigh about the policy, many of which were unaware of if it. Ms. Mason stated that she believed there may still be a possibility to rename a state-owned road in the future and asked Council to consider including something in Dr. King's honor in the gathering places on Hunting Hills Lane since he was about uniting people. Mr. Furgiuele suggested installing something at the Town owned baseball fields or the former National Guard Armory building. Mr. Furgiuele felt that the renaming of a portion of Hunting Hills Lane would receive tremendous exposure, especially to young people, to which Mayor Pro-Tem Clawson agreed. Ms. Ulmer asked members to join together to support this special honor of a special man, and felt that a statue could be erected in the park nearby. Mayor Brantz felt that approving this change would make an important statement about our community and believed it was important to listen and reflect about what Dr. King means to all community members.

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

RENAME WATER ST. "BURRELL STREET," COMMISSION STATUE OF BURRELL AND HISTORIC MARKER REQUEST

Ms. Mary Moretz thanked Council for their work and support for historic preservation in Boone throughout the years, and gave a history of the area including the role of a slave named Burrell's role in the development of the area. She petitioned Council for a marker to be placed next to the Daniel Boone statue on campus or near the Rivers House in Burrell's honor. Mr. Furgiuele stated that during discussions of renaming a street in honor of Dr. Martin Luther King, Jr., Council was told by property owners along New Market Boulevard that Howard Street should be renamed since it had no historical significance and asked whether she agreed with their assessment. Ms. Moretz stated that the entire town of Boone, including Howard's Knob, was originally claimed by Ben Howard and that he was significant to the history of the area. (Mr. Ashcraft left the meeting at 8:07 p.m. to attend an outside engagement.) Mr. Furgiuele suggested that if South Water Street was renamed Burrell Street, that a statue could be installed at the Town owned Rivers Park. Ms. Moretz agreed that a statue would be appropriate next to the obelisk on the Rivers property since it was reported that Burrell spent time close to the property or perhaps near the Daniel Boone statue on campus. Ms. Mason agreed with the idea of a statue in the area and noted that the DBDA had a discussion recently about a program to honor different historical figures with statues downtown. Mr. Furgiuele made a motion to rename South Water Street after Burrell, for the Town to work with Ms. Moretz and possibly the Historic Preservation Commission to address what the content on the historic marker would be and to discuss its location, as well as to participate in the commission of a statue of Burrell to be placed in the front of the Rivers property, near the Daniel Boone statue on campus or on Howard Street. Before a second was given or a vote taken, Mr. Furgiuele withdrew that motion and made a second motion to rename South Water Street "Burrell Street" effective October 1, 2019. Ms. Mason seconded this motion. Mr. Furgiuele asked that a proposal regarding the statue be brought back to Council as soon as feasible.

VOTE: Aye: Furgiuele, Mason, Clawson, Ulmer
Nay: None
Absent: Ashcraft

Mr. Furgiuele made a second motion that the Town Manager work with Ms. Moretz and the Historic Preservation Commission to formulate a plan for a historical marker in an appropriate place on the Rivers property, near the Daniel Boone statue on campus or on Water/Burrell Street. Mayor Pro-Tem Clawson seconded this motion.

VOTE: Aye: Furgiuele, Clawson, Mason, Ulmer
Nay: None
Absent: Ashcraft

Mayor Brantz declared a break at 8:24 p.m. Council reconvened at 8:35 p.m.

CONSIDERATION OF ANNEXATION PETITION - CALDWELL HOSPICE

Senior Planner Marty Little presented Council with an annexation petition packet submitted by Carroll NC Properties, LLC and Robert Idol, Jr. and Caldwell Hospice and Palliative Care, Inc. for a property non-contiguous to the primary corporate limits, located on Archie Carroll Road. Mr. Furgiuele asked whether the property could be seen from Highway 421, to which Mr. Little answered that he did not believe the property could be seen from the highway. Mr. Furgiuele asked whether the aerial map included in the packet was recent and accurate. Mr. Little responded that the aerials were taken in 2018. Mr. Furgiuele asked whether staff had an opinion as to which zoning designation should be applied to the property if approved. Mr. Little indicated that the property was zoned B3 in the ETJ and that the developer had requested an O/I designation since they were planning office and storage space on the property. Mr. Furgiuele asked whether the property was located within the viewshed, with Mr. Little indicating that the southern portion of the property was listed as partial steep and very steep but was flat near the road. Mr. Furgiuele made a motion to endorse the Resolution Directing the Clerk to Investigate and the Certificate of Sufficiency and to propose an O/I zoning designation for the property. Ms. Mason seconded the motion.

VOTE: Aye: Furgiuele, Mason, Clawson, Ulmer
Nay: None
Absent: Ashcraft

Mr. Furgiuele made a second motion to approve the Resolution Fixing the Date of Public Hearing as October 17, 2019 at 6:00 p.m. in the Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Pro-Tem Clawson seconded the motion.

VOTE: Aye: Furgiuele, Clawson, Mason, Ulmer
Nay: None
Absent: Ashcraft

CONSIDERATION OF ANNEXATION PETITION - GLENN

Senior Planner Christy Turner presented Council with an annexation petition packet submitted by Robert and Timothy Glenn for a contiguous property located off Poplar Grove Road, and noted that the property had already been connected to the Town water system since the owners were having issues with the water supply. She added that staff from the Police, Fire and Public Works departments had reviewed the request and did not have any objections. Mr. Furgiuele made a motion to endorse the Resolution Directing the Clerk to Investigate, the Certificate of Sufficiency, and the Resolution Fixing the Date of Public Hearing as October 17, 2019 at 6:00 p.m. at Council Chambers located at 1500 Blowing Rock Road and to propose an R1 zoning designation for the property. Ms. Mason seconded the motion.

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

CONSIDERATION OF RESOLUTION - WELCOMING COMMUNITY

Mr. Furgiuele presented a draft resolution declaring Boone as a welcoming community in light of an increase in hate crimes in the United States. He noted the recent shootings in El Paso and the disturbing dialogue at a political rally in Greenville and stated that he prepared the resolution because he did not want to be associated with those sentiments, as well as in response to some negative reactions to the recent decision to rename a Town street after Dr. Martin Luther King, Jr. After reading the resolution aloud, Mr. Furgiuele made a motion to adopt the resolution and that it be sent to all news media contacts in the surrounding area. Ms. Mason seconded the motion and suggested that Mr. Furgiuele revise the resolution to remove the word "perceived" in an attempt to make the wording stronger. Mr. Furgiuele accepted this amendment.

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RESOLUTION

WHEREAS, the United States of America was conceived based on principles of inclusion and tolerance; and

WHEREAS, in the 18th and 19th centuries, the metaphor of a "crucible" or "smelting pot" was used to describe the fusion of different nationalities, ethnicities and cultures and was used together with concepts of the United States as an ideal republic and a "city upon a hill" or new promised land, ultimately leading to the referencing of the United States as a "melting pot" of different cultures, origins and ethnicities to form a more perfect union, and thus a society of inclusion rather than exclusion;[1] and

WHEREAS, many have observed, and testimony submitted this year to the Judiciary Committee of the United States House of Representatives confirms, that white nationalism is on the rise in the United States and is a growing phenomenon worldwide;[2][3][4] and

WHEREAS, the Southern Poverty Law Center documented 1,020 active hate groups in the United States in 2018, many in North Carolina;[5] and

WHEREAS, the FBI reported 7,175 incidents of hate crimes in 2017 (the most recent data available), a 17 percent increase from 2016, and increases for three consecutive years from 5,479 incidents in 2014;[6][7] and

WHEREAS, there has recently been a rise in hate speech in the United States and around the world;[8] and

WHEREAS, at a July 17, 2019 political rally in Greenville, North Carolina, people in the crowd chanted, "Send her back," apparently referring to a congressional representative who

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[1]https://en.wikipedia.org/wiki/Melting_pot

[2]https://judiciary.house.gov/legislation/hearings/hate-crimes-and-rise-white-nationalism

[3]https://www.pri.org/stories/2019-03-20/white-nationalism-born-usa-now-global-terror-threat

[4]https://www.aspeninstitute.org/blog-posts/the-rise-of-violent-white-nationalism-in-the-us/

[5]https://www.splcenter.org/hate-map

[6]https://ucr.fbi.gov/hate-crime/2017/topic-pages/tables/table-1.xls,

[7]https://www.politifact.com/truth-o-meter/article/2019/apr/03/hate-crimes-are-increasingly-reported-us/

[8]https://www.theguardian.com/commentisfree/2019/jun/26/as-the-wildfire-of-hate-speech-spreads-fighting-it-must-be-a-job-for-everybody

although a citizen was not born in the United States;[9] and

WHEREAS, people around the country and world interpreted the chants in Greenville as representing North Carolina as a whole and reflective of an unwelcoming attitude in North Carolina toward people of particular national origins, races, cultures, ethnicities and faiths; and

WHEREAS, as Albert Einstein observed, "The world is a dangerous place, not because of those who do evil, but because of those who look on and do nothing;"[10] and

WHEREAS, as Ralph Waldo Emerson stated, "You think that your silence on certain topics, perhaps in the face of injustice, or unkindness, or mean-spiritedness, causes others to reserve judgement of you. Far otherwise; your silence utters very loud: you have no oracle to speak, no wisdom to offer, and your fellow people have learned that you cannot help them;" and

WHEREAS, as Plato wrote, "To be sure I must; and therefore I may assume that your silence gives consent;"[11] and

WHEREAS, the Town of Boone, North Carolina, is a multi-cultural and multi-heritage, racially diverse community in its own right,[1213] and is residence for people with a variety of national origins, races, ethnicities and cultures, in part due to the ethnic and racial diversity of Appalachian State University;[14] and

WHEREAS, the Town of Boone, North Carolina depends upon and values citizens, residents and visitors of diverse national origins, races, genders and gender identities, colors, and faiths or no faith, and wishes to affirm that it is a welcoming community to all and in no way sympathetic to the hate speech displayed in Greenville, North Carolina and increasingly heard in political rhetoric; likewise wishing to decry and disassociate itself from the rise in white nationalism; and

WHEREAS, by not speaking out, we run the risk of being associated with such speech or having our silence construed as condoning the sentiments expressed;

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[9]https://www.newyorker.com/news/daily-comment/from-lock-her-up-to-send-her-back-trump-in-north-carolina

[10]https://www.goodreads.com/quotes/8101354-the-world-is-a-dangerous-place-not-because-of-those

[11]http://www.literaturepage.com/read.php?titleid=plato-apology&abspage=24&bookmark=1

[12]https://junaluskaheritage.wordpress.com/

[13]https://datausa.io/profile/geo/boone-nc/

[14]https://diversity.appstate.edu/

NOW THEREFORE BE IT RESOLVED, that the Town Council of the Town of Boone, North Carolina, proclaims the Town of Boone a welcoming community to people of all backgrounds, national origins, races, ethnicities and cultures, and it denounces and rejects white nationalism and politics based on hate and hateful rhetoric.

Adopted this 15th day of August, 2019.

Rennie Brantz

Rennie Brantz, Mayor

Attested to:

Nicole Harmon

Nicole Harmon, Town Clerk
Clerk, Town of Boone, North Carolina

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

CONSIDERATION OF CONTRACT - WITHERSRAVENEL

Mr. Ward presented Council with a contract with WithersRavenel for the new municipal complex site plan. Mr. Furgiuele asked whether Planning operations should be included in the site plan, to which Mr. Ward replied that the plan was to potentially create a collocation for Planning operations at the complex. Mr. Furgiuele indicated that he was not surprised to see boiler plate information included in the contract, but believed that when the work began to involve lives, that the $1 million insurance requirement would be too little. Ms. Meade agreed and stated that she would review that in the next stage of the project. She noted that $2 million was required for the water intake construction but felt that with the work involved, $1 million would be appropriate. Mr. Ward pointed out that Council's environmental requirements had been reflected in the contract, and that the Town would see a cost savings since a space needs study was performed in-house already. Mr. Furgiuele a made motion to adopt the contract and asked that a press release be prepared to call out the Town's climate neutral efforts. Mayor Pro-Tem Clawson seconded the motion.

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August 15, 2019

Mr. John Ward, Town Manager
Town of Boone, North Carolina
567 West King Street
Boone, North Carolina 28607

RE: Proposal for Professional Services - *Revised*
Bolick Site Master Plan
Boone, North Carolina
WR Project No. 09190197.0

Mr. Ward,

WithersRavenel, Inc. is pleased to provide this proposal to the Town of Boone for consulting services. The project encompasses **one parcel** totaling approximately 53.8 acres and is described as Watauga County, NC PIN 2921-10-3970. This proposal anticipates site investigation, use programming and master planning, to include a preliminary opinion of probable cost, preliminary grading plan, consultation with the anticipated Town department users, preliminary utility routing and consideration, rock and soil suitability investigation, wetland and stream delineation and initial coordination with relevant agencies such as NCDOT. Additionally, we have broken the scope of this proposal into basic tasks and enhanced services tasks to allow the Town of Boone to consider options for the work being considered. In the project scope, I do not mention the potential for an ABC store on the site. We do understand it to be a consideration, but of lesser importance than the other primary functions. That said, consideration for said facility will be given should the developable area allow.

We look forward to working with you on this project. Please feel free to call me at (919) 535-5174 or email at **Jbertoncino@withersravenel.com** with any questions and/or to discuss any aspect of the attached proposal.

Sincerely,
WithersRavenel

Jason A. Bertoncino, PE, LEED AP
VP Land Development

Attachments

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Proposal for Professional Services
BOLICK SITE MASTER PLAN
Boone, North Carolina

A. Project Description

This fee proposal is intended to provide the scope of services and associated fees to provide consulting services per request of the Town of Boone and formalize an agreement for the implementation and logistics for these services. The proposal is based on the proposed project site located at 2239 US Highway 421 in Watauga County, approximately 53.8, and is identified by PIN: 2921-10-3970. The site is anticipated to be developed by the Town of Boone to consolidate Public Works, Public Safety, and potentially other Town facilities and to include a park.

This proposal anticipates the site investigation, use programming and master planning, to include a preliminary opinion of probable cost, preliminary grading plan, consultation with the anticipated Town department users, preliminary utility routing, rock and soil suitability investigation, wetland and stream delineation and initial coordination with relevant agencies such as NCDOT.

Listed below is a brief summary of several key aspects of the project based on our discussions, preliminary research, and initial site visit. Refer to the Scope of Work and Additional Services/Exclusions for further detailed information.

- While likely needed prior to site development, no rezoning or special use permit tasks are included in this scope of work;
- The site plan should consider the following elements for a proposed Civic Campus: a Public Works Center; Police Department headquarters (main station), Fire Station, 911 center, and future park.
- Development of the site should be sensitive to environmental features of the site, address best practices in water resources; determine site features, parking, roads, and building placement; provide accessible facilities to users of all abilities; and consider future use.
- The site is to be designed, constructed and utilized with a goal of carbon neutrality, the avoidance of any methane emissions, and with the expectation that the utilization of the buildings will have a net zero negative impact on the climate. At this initial planning stage of the project, WR shall address these design imperatives primarily in the form of recommendations and considerations for future design and construction phases.
- The project is anticipated to have one connection to US Hwy 241 at the planned realigned intersection of Bamboo Road. Additional connections to the Blue Ridge Energy service road or partial access entrances onto US Hwy 421 will be considered in the site analysis.
- A traffic study is not anticipated for this phase of the project;
- All Easements, natural resources (wetlands/stream), and other site limitations are not known at the time of the proposal and once known may change the Scope of Services provided in this Agreement;
- While services for this project may be provided from any WR office, it is assumed that all work and/or travel expenses will originate from the WithersRavenel Greensboro and Asheville offices.

For the purposes of this proposal and any subsequent agreements the following references shall apply: Town of Boone shall be known as the "Client"; WithersRavenel shall be known as the "Consultant" or "WR";

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the property and overall project shall be known as the "Project"; Watauga County shall be known as "County"; North Carolina Department of Transportation shall be known as "NCDOT".

B. Timeline for Services

WithersRavenel will begin work upon receipt of executed contract and written notice to proceed from the Client. Services shall be provided in general accordance with the following timelines, with the goal of completing the work in approximately seven months:

- Site Investigations –2 months;
- Programming Phase –2 months;
- Master Plan Documents –3 months

C. Scope of Services

Task 1 – Project Management

In addition to those items specifically covered in the scope of services detailed below, WithersRavenel shall provide the following coordination and communication efforts for the Project:

- Attend or facilitate on-site or digital coordination meetings with the Town of Boone; (anticipated 2 meetings).
- Conference calls and correspondence with sub-consultants and the Town of Boone, as required;
- Prepare for and attend a formal meeting with the Town Council for presentation of findings;
- Manage project processes, communication, and resources during process.

Task 2 – Site Investigations

2.1. Wetland & Stream Delineation - Fieldwork and Planning Maps

- Obtain preliminary site information including aerial photos, USGS Quadrangle Maps, Watauga County Soil Survey and Watauga County GIS data prior to conducting site visit.
- Conduct a site review to determine if the project site contains jurisdictional wetlands, streams and surface waters. Jurisdictional wetlands will be determined using criteria set forth in the 1987 US Army Corps of Engineers (USACE) Wetlands Delineation Manual and applicable Regional Supplement.
- Delineate all jurisdictional wetlands and stream origins in the field using sequentially numbered Wetland Delineation flagging.
- Streams will be evaluated using the procedures set forth in the 2005 North Carolina Division of Water Quality (NC-DWQ) Stream Classification Method.
- Locate all wetland and stream origin flags using a mapping grade Trimble GPS unit. The GPS data will be utilized for preparation of the exhibits for agency verification requests.
- Prepare a Preliminary Delineation Exhibit documenting the wetlands and riparian buffers to be surveyed, which will be provided to the client for preliminary planning purposes.

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2.2. Geotechnical Investigation

WithersRavenel will utilize a sub-consultant, to be approved by the Town of Boone, to provide preliminary on-site geotechnical analysis for the purposes of planning and developing initial site development costs. Services will be provided as follows:

Subsurface Exploration and Preliminary Geotechnical Evaluation

- All work will be performed under the responsible charge of an experienced geotechnical engineer licensed in the State of North Carolina.
- A geotechnical professional will visit the site to observe and document the general surficial site conditions, mark the proposed borings locations, and coordinate the field exploration activities.
- Vendor will contact the North Carolina One-Call Center to have public underground utilities at the site marked prior to drilling.
- Vendor will perform a total of twelve (12) soil test borings:
  - The borings will be drilled using hollow-stem auger and a track-mounted drilling rig to depths ranging between approximately 10 to 30 feet below the existing ground surface.
  - The borings in the cut areas will be extended to auger refusal in bedrock.
  - The borings may be terminated at depths shallower than those proposed if auger refusal is encountered.
  - Standard Penetration Test (SPT) sampling will be performed in general accordance with ASTM D 1586 at regular depth intervals in each soil test boring. The boreholes will be checked for groundwater upon completion of drilling, and all holes will be backfilled with soil cuttings prior to demobilizing from the site.
  - Rock coring is excluded from this scope.
- The drilling crew will maintain field logs of the soil and bedrock encountered in the borings for review by the project engineer. Representative soil samples will be collected from the split-spoon sampler and placed in sample containers for transport back to the laboratory for review and additional index testing.
- After completion of the field exploration, the soil samples will be returned to the laboratory and visually classified in general accordance with the Unified Soil Classification System. Soil samples may be tested for natural moisture content, grain size, and/or Atterberg limits.
- Upon completion of our field exploration and laboratory testing, we will issue a preliminary geotechnical engineering report that is anticipated to include the following:
  - Information on site conditions including surface drainage, geologic information, and special site features.
  - Description of the field exploration tests performed. Representation of the field data obtained will be provided, including boring logs, boring location diagrams, and laboratory summaries.
  - A discussion of geotechnical site conditions which could impact the proposed construction, such as shallow rock, undocumented fill, or groundwater, if encountered.
  - General site grading recommendations and an evaluation of the on-site soils regarding the suitability of the materials for reuse as structural fill and backfill.
  - A discussion regarding depth to hard bedrock in cut areas that may require hard rock excavation techniques such as blasting, etc.
  - Preliminary considerations regarding suitable building foundation types.

Seismic Refraction Testing

- Conduct a seismic refraction survey utilizing a Geometrics Smart Seis S24 Digital Stacking Seismograph, with successive linear arrays of geophones using constant spacing between geophones.

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- Perform up to three (3) full days of refraction testing. The number of lines and locations will be selected in the field based on topography and accessibility.
- The test line locations and elevations will be recorded using survey grade GPS equipment at the time of testing.
- The refraction data will be used to help estimate the depth to rock and ability to be excavated of the on- site soils. The seismic refraction data will be evaluated by a Geotechnical Engineer licensed in the State of North Carolina. We will include the geotechnical report that will be prepared for the base scope of services should this option be selected.
  - Sub-surface soil and groundwater conditions;
  - Anticipated depth to rock;
  - Regional and local geology;
  - Shallow foundation recommendations including bearing capacity, embedment depths and settlement estimates;
  - Slab on-grade recommendations;
  - Site preparation, earthwork, excavations and slope stabilization recommendations;
  - Fill and backfill recommendations;
  - Construction Monitoring recommendations.

Task 3 – Programming

3.1. Programming & Needs Assessment

Withers & Ravenel and its subconsulting architect, IBI, will assist the Town of Boone in the planning and design of the Town's new Civic Campus. Potential components of the campus are a Public Works Center, Police Station (Police Department headquarters), Fire Station, 911 center, and potentially other Town office facilities, as well as a park. The following is a detailed breakdown to the approach of the work, which assumes that the Town has already developed space standards and programming objectives, and that the design team is simply codifying that information into a programming document.

Program Documentation

Withers & Ravenel and IBI will provide a high-level listing of space requirements for all the stakeholders on the site. The intent is to identify rough program spaces to fulfill the current and future facility needs based on the space standards developed by the Town of Boone. Tasks include:

- Participate in an orientation/kick-off meeting for all key Town of Boone staff to develop an understanding of priorities and gather existing information.
- Tour existing facilities in order to gain an understanding of current operating philosophies and conditions.
- Conduct a meeting to review the Towns developed space planning standards and program for the facilities.
- Develop space program requirements for the facility based on information and projections based on information furnished by Town Staff.
- Provide initial programming report in PDF format for review and comment.
- Provide final report incorporating the Towns review comments. This anticipates one cycle of review.

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Task 4 – Master Plan Documents

4.1. Site Master Plan Document

WR and IBI will incorporate the information gathered from the Site Investigation and Programming tasks as the basis of the Master Plan process for the Civic Campus. Both the campus master plan and the future buildings will reflect the values of the town, including (although not limited to) its commitment to best practices in water resources, providing accessible facilities to users of all abilities, and carbon- and climate-neutrality in the construction and use of the Project Site, and public engagement will be an integral component at each milestone of the master plan process.

The design team will provide the following tasks as part of the Master Planning process phase:

- KICK-OFF: Host a kickoff meeting and design charette with the town's stakeholders;
- 1st DRAFT CONCEPTUAL PLAN: Provide up to two (2) first-draft conceptual designs for the Civic Campus;
- DRAFT REPORT: Working from the town's input, prepare a written report of findings and Master Plan program elements;
- INPUT: Receive first-draft input from the town's stakeholders;
- PRESENT: WR will present draft Master Plan to the town's stakeholders for comment;
- FINAL MASTER PLAN: Prepare final version of the Civic Campus Master Plan;
- FINAL REPORT: Provide a final written report to accompany the Master Plan drawing set described below.

In addition to the written report, the Civic Campus Master Plan drawings shall include the following plan sheets:

- Cover;
- Existing Conditions Exhibit;
- Solar Access Exhibit;
- Hydrology/Steep Slopes Analysis;
- Vegetation Analysis;
- Public Works Campus Master Plan;
- Conceptual Stormwater Exhibit (if requested, see below)

4.2 Preliminary Grading Study

WR will utilize the Master Plan Document previously prepared to create a conceptual grading plan and perform an analysis of the grading needed to meet the potential site development needs. Our analysis of the site layout will consider the development impacts of the following:

- Site boundary and topography based on available GIS data;
- Existing utility networks;
- Environmental features such as wetlands or streams;
- The programming and footprint of the identified facilities

Deliverables for this task will consist of preliminary grading plans. Included in the deliverables, will be the following items:

- Development of a CAD base drawing;
- Preliminary site layout to include buildings, parking and similar feature placement;
- Site grading with accessibility and utilization considerations;
- Stormwater Control Measure (SCM) siting;
- Preliminary Grading plans to include any anticipated retaining walls;
- Entrance Drive/site access grading and improvement plans
- Other plans needed to generate a detailed opinion of probable construction cost.

4.3 Preliminary Opinion of Probably Construction Cost

WR will prepare a preliminary estimate of probable construction cost at the conclusion of this phase. The estimate will be based on quantities estimated by the Engineer and generated from the Master Plans and other documents generated in this proposal. This estimate will be based on historical unit price data from prior projects prepared by WithersRavenel and IBI and reflect the Town's commitment to carbon- and climate-neutrality as articulated at Section A of this proposal as well as other Town values and design requirements identified during this planning phase. It is known that this estimate will be utilized to establish construction budgets but is not being prepared by a licensed general contractor. Therefore, appropriate contingencies should be included in any budgeting and planning efforts.

D. Exclusions

Services that are not included in Section C are specifically excluded from this Agreement (see below) and shall be considered Additional Services if those services can be performed by WR and its agents if requested in writing by the Client and accepted by WR. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II or as a lump sum, as agreed in advance in writing by the parties. The exclusions are described below but are not limited to the following:

Planning/Studies
- Entitlement services;
- Variance and Quasi-Judicial processes;
- Off-site Sewer and Water Analysis.
- Traffic Impact Analysis;

Project Management
- Adjacent property owner discussions;
- Neighborhood meetings;
- Attendance at formal regulatory meetings unless noted above;

Services by Others
- Arborist/Registered Forester services;
- MEP and Architectural design services;

Geomatics Services
- Annexation Plats
- Subsurface Utility Engineering (SUE)
- Tree survey/cover report by Registered Forester;
- Surveys for off-site improvements;
- ALTA Surveys;
- Construction staking
- As-built (record drawing) surveys;

Environmental Services
- Historic Resources Survey;
- Endangered Species' Habitat survey;
- Phase I & II ESA's;

Design Services
- Off-site improvements;
- Construction Drawings;
- Detailed Site plans;
- Technical Specifications;
- Contract documents;
- Pump Station design and permitting;

Landscape Architecture Services
- Irrigation design;
- Enhanced landscape design beyond minimum requirements;
- Entrance/signage feature design;
- Renderings;

Stormwater Services
- Flood studies, floodplain permitting or coordination with FEMA (such as for a LOMR-F, CLOMR/LOMR, etc.);
- Downstream impact analysis;

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Construction Services
- Construction administration;
- Dry utility coordination/design;

General
- All plan submittal, review, or permitting fees;

The above list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Both parties agree that certain tasks, e.g. reviews and approvals, are performed by governmental agencies and that all parties have limited influence on these agencies to meet the prescribed deadlines and that neither party is responsible for delays caused by governmental agencies

E. Client Responsibilities

The following items will be provided by the Client:

- Provide representative for communications and decisions;
- Provide information as to Client's requirements for design, to be confirmed in writing by WR as part of the planning process;
- Attend regulatory meetings as required/needed;
- Access to property for WR and subconsultants;
- Provide feedback on all conceptual plans, reports and master plans
- All submittal, review, or permitting fees associated with the project (these may be paid by the Engineer but reimbursed separately by the Client);
- Providing legal services required by the Town with respect to the project, including such items as real estate condemnation proceedings, preparing deeds of easement or similar, and reviewing proposed agreements between the Town and contractors or other third parties.

F. Compensation for Services

WR proposes to provide the services outlined in Section C on a lump sum basis with budgets as shown below, which lump sum fees are inclusive of all expenses:

Task Number	Task Name	Fee
Task 1	**Project Management**	$4,800
Task 2	**Site Investigations**	
Sub-Task 2.1	Wetland & Stream Delineation – Field Work & Planning Maps	$3,500
Sub-Task 2.2	Subsurface Exploration and Preliminary Geotechnical Evaluation	$19,700
Task 3	**Programming**	
Sub-Task 3.1.1	Program Documentation – Option A	$24,500
Task 4	**Master Plan Documents**	
Sub-Task 4.1	Master Plan – Option A	$35,000
Sub-Task 4.2	Preliminary Grading Study	$8,600
Sub-Task 4.4	Preliminary Opinion of Probable Construction Cost	$3,500
	TOTAL:	**$99,600.00**

Invoices will be based on the percentage of completion for each lump sum task, as accomplished during the billing period. Payment is due upon receipt of invoice. This proposal is valid 90 days from issuance date which is the date of correspondence to the Client through email, cover letter, or other form of transmittal.

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G. Acceptance

Receipt of an executed copy of this agreement will serve as the written agreement between WithersRavenel and the **Town of Boone** for the services outlined in Section C of this document. The attached Terms and Conditions (Exhibit I) and Fee & Expense Schedule (Exhibit II) shall be considered a part of this agreement.

OFFERED BY:

WITHERSRAVENEL

07/06/19

Jason A. Bertoncino, PE, LEED AP Date
VP – Land Development

ACCEPTED BY:

Town of Boone

John Ward Date
Town Manager

Attachments
Exhibit I – Standard Terms and Conditions
Exhibit II – Fee & Expense Schedule

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Exhibit I
Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") to the Town of Boone ("CLIENT") is subject to the following terms and conditions (the proposal, these terms and conditions, and any other exhibits being collectively referred to as the "Agreement"), and CONSULTANT and CLIENT agree to and accept the following additional terms and conditions:

1. **Payment:**

   a) CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Within twenty (20) business days of receipt of an invoice CLIENT shall notify CONSULTANT of any dispute with the invoice and CONSULTANT, upon such notice, shall provide to CLIENT back-up data supporting the invoice. CLIENT and CONSULTANT will, thereafter, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by CLIENT and is past due thirty (30) days from the date the invoice is received. Past due amounts are subject to interest at a rate of one-half percent per month (6% per annum) on the outstanding balance from the date of the invoice.

   b) If CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of any undisputed invoice, CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. **Standard of Care:** CONSULTANT shall perform services for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

3. **Schedule & Time of Performance:** The work to be performed and the services rendered under this Agreement shall commence in keeping with the mutually agreed upon schedule developed by CLIENT and CONSULTANT. Furthermore, CONSULTANT will, as is consistent with the generally accepted standard of professional skill and care, endeavor to complete the Services on the date(s) specified in the Schedule. If the Schedule does not specify completion date(s), CONSULTANT will complete the Services in as a timely a manner as is consistent with the generally accepted standard of professional skill and care.

4. **Insurance; Limitation of Liability; Waiver of Consequential Damages:** CONSULTANT shall at all times maintain the following minimum insurance coverages:

   a) Professional negligence insurance: $1,000,000 per claim.

   b) Commercial general liability: $1,000,000 per claim, $2,000,000 aggregate;

   c) Automobile Liability: $1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. Coverage for Hired and Non-Owned Auto Liability may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

   d) Worker's Compensation & Employers Liability: Worker's compensation insurance in accordance with North Carolina General Statute Chapter 97 and employer's liability of no less than $1,000,000 each accident.

CONSULTANT agrees to endorse CLIENT as an Additional Insured on the Commercial General Liability, Auto Liability and Umbrella Liability policies if being used to meet the standard of the General Liability and Automobile Liability. CONSULTANT agrees to provide a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day notification to CLIENT by the insurer if CONSULTANT receives a non-renewal or cancellation notice from the insurer or notice that coverage no longer complies with the insurance requirements herein. The Certificate Holder address should read: Town of Boone, Post Office Drawer 192, Boone, NC 28607.

CONSULTANT may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy, in which event the Annual Aggregate limits shall not be less than the specified limits for required policies. CONSULTANT agrees to endorse CLIENT as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis. CONSULTANT agrees to cause each subcontractor employed by CONSULTANT to purchase and maintain insurance of the type specified herein, unless the CONSULTANT's insurance provides coverage on behalf of the subcontractor. Evidence of subcontractor insurance shall be made available to CLIENT upon request.

CONSULTANT's liability to CLIENT for damages will, in aggregate, not exceed the CONSULTANT's liability insurance coverages. This limitation of liability will apply whether CONSULTANT's liability to CLIENT arises under breach of contract or warranty; tort, including negligence; strict liability; or statutory liability, and shall include CONSULTANT's directors, officers, employees and subcontractors. At additional cost, CLIENT may obtain a higher limit prior to commencement of services.

Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

NOTHING IN THIS SECTION 4 SHALL BE UNDERSTOOD TO LIMIT OR OTHERWISE AFFECT CONSULTANT'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THIRD-PARTY CLAIMS AS SET FORTH AT SECTION 23 HEREIN.

5. **Representations of CLIENT:** CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion; provided, however, that it is understood and agreed by the parties that in the event funds are not appropriated in any subsequent fiscal years, this Agreement will become null and void and CLIENT will only be required to pay for services completed by CONSULTANT through the date CLIENT notifies CONSULTANT that funds have not been appropriated and the Agreement has become null and void.

6. **Ownership of Instruments of Service:** All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT in performance of this Agreement (each an "Instrument of Service") shall become the joint property of the CONSULTANT and CLIENT upon full payment of fees owed to CONSULTANT for the services performed by CONSULTANT in connection with the preparation or creation of each such Instrument of Service. The CONSULTANT shall jointly share all common law, statutory and other rights, including the copyright thereto with the CLIENT. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all documents prepared for or on behalf of Client, including but not limited to reports, field data, notes, plans and specifications.

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7. **Change Orders:** CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of receipt of any communication it considers to be a Change Order, together with notice of any resulting increase in CONSULTANT's fees or costs. CONSULTANT is not authorized to engage in any work resulting in an increase in its fees or costs unless and until both parties have agreed upon and executed a written Change Order. CONSULTANT shall have no responsibility or liability for any damages or delays incurred by CLIENT as a result of CONSULTANT'S not undertaking any such additional work until a written Change Order has been executed by CLIENT and CONSULTANT.

8. **Opinion of Cost/Cost Estimates:** Since CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time CLIENT wishes greater assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. **Assignment and Third Parties:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which may or may not be granted in that party's sole discretion. However, nothing contained herein shall prevent or restrict CONSULTANT from employing independent subcontractors as CONSULTANT may deem appropriate to assist in the performance of services hereunder, subject to the prior notification and approval of CLIENT, which approval shall not be unreasonably withheld. In no event may subcontractors' fees exceed 20% of the overall fees charged for any particular project without the advance written approval of CLIENT.

10. **Access to Site:** CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for CONSULTANT to carry out its services.

11. **Survival:** Each party's obligations and liabilities, including but not limited to, its indemnification obligations, and its rights and remedies with respect thereto, shall survive completion or termination of this Agreement.

12. **Termination:** Either party may terminate the Agreement for cause upon fourteen (14) calendar days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within said fourteen (14) day notice period.

CLIENT may terminate the Agreement with respect to part or all of the services for its own convenience upon providing written notice of the same. After receipt of a notice of termination, except as otherwise directed, CONSULTANT shall stop work on the date of receipt of notice of termination or other date specified in the notice and place no further order or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work as is not terminated. Upon termination in part, CONSULTANT agrees to complete such services as are directed by CLIENT.

Upon termination for whatever reason, CLIENT will pay CONSULTANT for all costs incurred and fees earned by CONSULTANT, its vendors and subcontractors to the date of termination, as well as such additional fees and costs as are subsequently incurred at CLIENT's direction. Client will not be responsible to pay cancellation charges of vendors and subcontractors; demobilization costs; or anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or other consequential damages.

Termination under this section shall not waive any right or claim to damages which CLIENT may have with respect to work performed by CONSULTANT, and CLIENT may withhold any payment due to CONSULTANT for the purpose of setoff until such time as CLIENT can determine the exact amount of damages due CLIENT because of the breach and/or pursue any cause of action which it may have by law or under this Agreement on account of such work.

13. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

14. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

15. **Merger, Amendment:** This Agreement constitutes the entire Agreement between CONSULTANT and CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both CONSULTANT and CLIENT.

16. **Unforeseen Hazards:** If, during the performance of services hereunder, any unforeseen hazardous substance or hazardous conditions or occurrences are encountered at the project site which affects or may affect the risk involved in providing the services, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) agree with CLIENT to modify the scope of services and/or agreed fees to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) terminate the services effective on the date of notification pursuant to the terms of the Agreement.

17. **Excusable Delay:** If performance of services is affected by causes beyond CONSULTANT's reasonable control and not reasonably anticipated, the project schedule and compensation shall be equitably adjusted.

18. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own officials, employees, agents and subcontractors. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

19. **Dispute Resolution; Jurisdiction & Venue:** CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Change Order, or the breach thereof ("Disputes") to mediation by a mutually agreed certified NC Superior Court Mediator. The mediation shall be conducted on a confidential basis and shall be completed within 90 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to another dispute resolution method of their choice (binding or non-binding), or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

THE EXCLUSIVE VENUE FOR LITIGATION OF ANY DISPUTE SHALL BE THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN WATAUGA COUNTY, NORTH CAROLINA. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO THE JURISDICTION AND VENUE OF SAID COURTS, AND AGREES THAT ANY DISPUTE MUST BE BROUGHT EXCLUSIVELY IN SAID COURTS.

20. **Independent Contractor**: In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

21. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition

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existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

22. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

23. **Indemnification.** CONSULTANT agrees to indemnify and hold harmless CLIENT, and CLIENT's officers, officials, agents, contractors, and employees from any losses, damages, and judgments (including reasonable consultants' and attorneys' fees, court costs, and other expenses incurred in defense of the claim or action) arising from any third-party claim or action, provided that any such losses, damages, or judgment is attributable to (a) CONSULTANT's failure to perform its obligations under this Agreement; (b) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent, reckless or intentional act(s) or omission(s) of CONSULTANT or CONSULTANT's officers, directors, members, partners, agents, employees, or subcontractors; (c) any claim that the CONSULTANT or an employee, agent or subcontractor of the CONSULTANT is an employee of CLIENT, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like; (d) CONSULTANT's violation of any law (including, without limitation, immigration laws); or (e) the violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to CONSULTANT's services or any products or deliverables provided by CONSULTANT to CLIENT pursuant to this Agreement.

24. **Notices:**

Requests for payment shall be sent as follows:

Town of Boone
ATTN: Accounts Payable
PO Drawer 192
Boone, NC 28607
Copy to: [John Ward and/or Rick Miller?]

All other notices provided under this Agreement shall be sent by certified mail or by email as follows:

Town of Boone:

Town Manager
PO Drawer 192
Boone, NC 28607
John.ward@townofboone.net

To be effective, a copy of all such notices (whether sent by mail or email) shall be provided simultaneously to:
rick.miller@townofboone.net

WithersRavenel:

Jason Bertoncino
115 Mackenan Drive
Cary, NC 27511
JBertoncino@withersravenel.com

25. **Compliance with law:** CONSULTANT agrees to comply with all curr applicable federal, state, and local law, codes, regulations, and standards ir performance pursuant to the Agreement.

26. **Applicability of North Carolina Public Records Law:** Notwithstanc any other provisions of this Agreement, this Agreement and all mater submitted to CLIENT by CONSULTANT are subject to the public records law the State of North Carolina and it is the responsibility of the CONSULTAN properly designate materials that may be protected from disclosure as tr secrets under North Carolina law as such and in the form required by law p to the submission of such materials to CLIENT. CONSULTANT understands agrees that the CLIENT may take any and all actions necessary to comply v federal, state, and local laws and/or judicial orders and such actions will constitute a breach of the terms of this Agreement. To the extent that other provisions of this Agreement conflict with this paragraph, the provisi of this section shall control.

27. **Counterparts:** This Agreement (and any amendments or modificati thereof) may be executed in several counterparts, each of which shall deemed an original and all of which shall together constitute one and the sa instrument. Facsimile and/or electronic copies of the executed counterpa shall have the same legal effect as the originals.

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Exhibit II
Fee & Expense Schedule
WithersRavenel, Inc.

Description	Rate
Engineering / Planning	
Principal	$ 200
Senior Technical Consultant	$ 185
Senior Project Manager	$ 170
Project Manager	$ 155
Assistant Project Manager	$ 135
Project Coordinator	$ 95
Senior Staff Professional	$ 155
Staff Professional IV	$ 130
Staff Professional III	$ 120
Staff Professional II	$ 110
Staff Professional I	$ 95
Senior Designer	$ 135
Designer II	$ 115
Designer I	$ 105
Senior CAD Technician	$ 110
CAD Technician II	$ 95
CAD Technician I	$ 85
Senior Land Planner	$ 120
Land Planner II	$ 110
Land Planner I	$ 100
Planning Technician	$ 90
Senior Construction Manager	$ 150
Construction Manager II	$ 130
Construction Manager I	$ 120
Senior Resident Project Representative	$ 110
Resident Project Representative II	$ 100
Resident Project Representative I	$ 95
Expenses	
Bond Prints (Per Sheet)	$1.75
Mylar Prints (Per Sheet)	$11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15

Description	Rate
Geomatics	
Principal	$ 195
Senior Technical Consultant	$ 180
Geomatics Senior Manager	$ 170
Geomatics Project Manager II (SRPM)	$ 140
Geomatics Project Manager I	$ 130
Geomatics Project Professional II	$ 135
Geomatics Project Professional I	$ 120
Geomatics CAD III	$ 105
Geomatics CAD II	$ 90
Geomatics CAD I	$ 70
Geomatics GIS Specialist	$ 115
Geomatics GIS Tech III	$ 100
Geomatics GIS Tech II	$ 85
Geomatics GIS Tech I	$ 70
Geomatics Remote Sensing Crew (2 Man)	$ 250
Geomatics Remote Sensing Crew (1 Man)	$ 175
Geomatics Survey Crew III (3 Man)	$ 195
Geomatics Survey Crew II (2 Man)	$ 155
Geomatics Survey Crew I (1 Man)	$ 130
Geomatics Survey Tech IV	$ 100
Geomatics Survey Tech III	$ 90
Geomatics Survey Tech II	$ 65
Geomatics Survey Tech I	$ 40
Administrative	
Office Administrator III	$ 95
Office Administrator II	$ 90
Office Administrator I	$ 85
Administrative Assistant III	$ 80
Administrative Assistant II	$ 70
Administrative Assistant I	$ 65

Description	Rate
Environmental / Geology	
Principal	$ 195
Senior Technical Consultant	$ 180
Environmental Project Professional V	$ 165
Environmental Project Professional IV	$ 150
Environmental Project Professional III	$ 135
Environmental Project Professional II	$ 125
Environmental Project Professional I	$ 115
Environmental Staff Professional III	$ 110
Environmental Staff Professional II	$ 100
Environmental Staff Professional I	$ 90
Environmental Technician II	$ 85
Environmental Technician I	$ 70
Senior Biologist/ Wetlands Scientist	$ 140
Biologist/ Wetlands Scientist III	$ 120
Biologist/ Wetlands Scientist II	$ 110
Biologist/ Wetlands Scientist I	$ 100
Senior Hydrogeologist	$ 160
Project Geologist II (Sr. Proj. Geologist)	$ 135
Project Geologist I	$ 115
Staff Geologist II	$ 105
Staff Geologist I	$ 95
WR-Martin Consulting	
WRMartin Principal Consultant	$ 160
WRMartin Senior Project Manager II	$ 130
WRMartin Senior Project Manager	$ 125
WRMartin Project Manager II	$ 110
WRMartin Project Manager	$ 100
WRMartin Project Consultant II	$ 95
WRMartin Project Consultant I	$ 85

Effective January 1, 2019 – Schedule is subject to change

WithersRavenel, Inc. Terms & Conditions

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

CLOSED SESSION

Upon a motion by Mayor Pro-Tem Clawson and seconded by Mr. Furgiuele, Council voted to enter into closed session at 9:10 p.m. pursuant to:

1. N.C.Gen.Stat.§ 143-318-11 (a)(1), to review, approve and seal closed session minutes from Council's prior closed session(s).
2. N.C.Gen.Stat.§ 143-318.11(a)(3), to consult with the Town Attorney in order to preserve the attorney-client privilege between the attorney and the Town Council and obtain legal advice, consider and/or give instructions to the attorney concerning one or more potential legal claims or other legal matter(s).
3. N.C.Gen.Stat.§143.318.11 (a)(5), to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (I) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease (PIN 2910-16-9677-000 and PIN 2911-33-9240-000).

VOTE: Aye: Clawson, Furgiuele, Mason, Ulmer
Nay: None
Absent: Ashcraft

Upon a motion by Mayor Pro-Tem Clawson, seconded by Ms. Mason, Council voted to exit closed session at 10:45 p.m.

VOTE: Aye: Clawson, Mason, Furgiuele, Ulmer
Nay: None
Absent: Ashcraft

ADJOURNMENT

Upon a motion by Mayor Pro-Tem Clawson, seconded by Ms. Ulmer, Council voted to adjourn the meeting at 10:47 p.m.

VOTE: Aye: Clawson, Ulmer, Mason, Furgiele
Nay: None
Absent: Ashcraft

Nicole Harmon, Town Clerk

Rennie Brantz, Mayor