

**MINUTES – REGULAR MEETING
BOONE TOWN COUNCIL
October 19, 2017**

CALL TO ORDER

A regular meeting of the Boone Town Council was called to order at 5:30 p.m. Thursday, October 19, 2017 in the Council Chambers located at 1500 Blowing Rock Road. Mayor Rennie Brantz presided. Council members present were Mayor Pro-Tem Lynne Mason, Loretta Clawson, Jeannine Underdown Collins, Charlotte Mizelle and Quint David. Staff present were Town Manager John Ward, Town Clerk Nicole Worley, Deputy Public Works Director Josh Eller, Fire Chief Jimmy Isaacs, Police Chief Dana Crawford, Cultural Resources Director Pilar Fotta, Downtown Boone Development Coordinator Brittney Clark and Town Attorney Allison Meade.

ANNOUNCEMENTS

Mayor Brantz announced that early voting at the Watauga County Courthouse began this morning and would run through November 4th.

Police Chief Dana Crawford presented Sergeant T.J. Proffit an award of recognition for the successful fulfillment of the requirements and obligations to acquire the Advanced Law Enforcement Certification.

TENTATIVE AGENDA ADOPTION (FOR ACTION)

MOTION TO APPROVE TENTATIVE AGENDA

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Loretta Clawson, Council Member
SECONDER:	Quint David, Council Member
AYES:	David, Brantz, Mason, Clawson, Mizelle, Collins

PUBLIC HEARING - LINNEY HOUSE PROPERTY

The Town Council for the Town of Boone held a public hearing on October 19, 2017 to potentially designate the Linney House at 219 Queen Street and the Former Linney Law Office at 718 W. King Street as a local landmark. It was noted that if approved, this property would be the Town's second Local Landmark designation and the first private property designation.

PUBLIC COMMENT

John Cont of 239 Haywood Street, Asheville signed up to speak on behalf of Caldwell Community College and Technical Institute during Public Comment. Town Attorney Allison Meade asked that Mr. Cont wait to speak during the Quasi-Judicial hearing scheduled later in the meeting.

REQUESTED APPEARANCES

Andrew Trump with the UNC School of Government presented a power point presentation outlining the Development Finance Initiative work plan for Downtown Boone. Mr. Trump noted that two listening sessions were scheduled for Friday, Oct. 20 at the HOW space on Howard Street and invited Council and any interested members of the community to attend and offer feedback. Council Member Mason asked Mr. Trump to clarify that the proposed work plan would encompass Boone's heritage, would preserve historical buildings and would ensure that any new construction be compatible with existing buildings. Council Member Mizelle noted that she would like for the work plan to include sustainability and would like to see the 2050 Resolution reflected in the work plan as well. Other topics offered during feedback were the importance of trees in the area and the improvement of connectivity among streets in the area. (Copy of power point presentation on file in the office of the clerk).

Carson Sailor addressed Council on behalf of SAHA's request to extend their current license with the Town to a five year agreement with an automatic renewal clause. Mr. Sailor shared that there were 1,579 Hickory Ridge Homestead museum visitors last year. He went on to say that numbers were up this season with 3,351 guests visited

the museum, including 853 school children. Mr. Sailor noted that SAHA has been investigating possibilities of grants and other possible sources of funding, and believes that the current two-year agreement is hindering these sources of funding. Mayor Brantz suggested that Mr. Sailor work together with Ms. Meade and Pilar Fotta to research other options for the SAHA/Town of Boone license.

Eric Mathis, Co-Director of Cooperative Innovations at the Institute for Regenerative Design and Innovation in Winston-Salem presented to Council a draft letter of support for the launching of a health based sustainability plan. Mr. Mathis noted that the letter would coincide with the Town's goal to reach 100% Renewable Energy by 2050. Mr. Mathis' associate, Dean Price, presented information on the current Alamance County biodiesel project. Mayor Brantz expressed concerns with the support letter and suggested Mr. Mathis work with Town Manager John Ward to draft a new letter with more detail to present to the Sustainability, Economic and Environment Committee.

Harvard Ayers spoke on behalf of the NC Climate Solutions Commission to ask that the Council consider an efficiency study of the Jones House in an effort to reduce Boone's carbon footprint to zero by the year 2030.

CONSENT AGENDA ADOPTION

Mayor Brantz declared a break at 7:20 p.m. Council reconvened at 7:25 p.m.

Upon a motion by Council Member Jeannine Underdown Collins and seconded by Charlotte Mizelle, Council moved to adopt the Consent Agenda as presented.

TOWN COUNCIL - REGULAR MEETING - SEP 28, 2017 5:30 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Jeannine Underdown Collins, Council Member
SECONDER:	Charlotte Mizelle, Council Member
AYES:	David, Brantz, Mason, Clawson, Mizelle, Collins

APPROVAL OF FRANCHISE AGREEMENT - FRONTIER NATURAL GAS COMPANY

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE BY THE TOWN OF BOONE, OF WATAUGA COUNTY, NORTH CAROLINA, TO FRONTIER NATURAL GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO FURNISH, SELL AND DISTRIBUTE GAS TO THE TOWN AND THE RIGHT TO ACQUIRE, CONSTRUCT, INSTALL, LOCATE, MAINTAIN, OPERATE AND EXTEND INTO, WITHIN, AND THROUGH SAID TOWN ALL FACILITIES REASONABLY NECESSARY TO BUSINESSES AND INDUSTRIES WITHIN THE TOWN AND IN THE TERRITORY ADJACENT THERETO AND THE RIGHT TO MAKE REASONABLE USE OF ALL STREETS AND OTHER PUBLIC PLACES AS MAY BE NECESSARY, AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BOONE, OF WATAUGA COUNTY, NORTH CAROLINA.

ARTICLE I

Definitions

For the purpose of this non-exclusive franchise, the following words and phrases shall have the meaning given in this Article. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this Article shall be given common and ordinary meaning.

1.1 “Town” refers to and is the Town of Boone, Watauga County, North Carolina, and includes the territory as currently is or may in the future be included within the boundaries of the Town of Boone.

1.2 “Town Council” refers to and is the legislative body of the Town.

1.3 “Company” refers to and is Frontier Natural Gas Company, a North Carolina corporation formed to provide natural gas service in North Carolina, and its successors and assigns.

1.4 “Distribution Facilities” refer to and are only those facilities reasonably necessary to provide gas within the Town.

1.5 “Facilities” refer to and are all facilities reasonably necessary to provide gas into, within, and through the Town and include pipelines and mains, service lines, meters, regulator stations, plants, and equipment.

1.6 “Gas” or “Natural Gas” refers to and includes such gaseous fuels as natural, artificial, synthetic, liquefied natural, liquefied petroleum, manufactured, or any mixture thereof.

1.7 “Utilities Commission” or “NCUC” refers to the North Carolina Utilities Commission which exercises jurisdiction concerning utility rates and regulatory compliance in the State of North Carolina.

1.8 “Revenues” refer to and are those amounts of money which the Company receives from its residential and commercial customers within the Town for the sale and transport of gas under rates authorized by the North Carolina Utilities Commission and represent amounts billed under such rates as adjusted for refunds, the net write-off of uncollectable accounts, corrections, or other regulatory adjustments.

1.9 “Streets and Other Public Places” refer to and are streets, alleys, viaducts, bridges, roads, lanes, easements, public ways, and other public places in the Town.

ARTICLE II

Grant of Non-Exclusive Franchise

2.1 Grant of Non-Exclusive Franchise. Subject to the provisions of the charter of the Town, the laws of North Carolina, so far as applicable, and to the provisions of this Ordinance, the Town hereby grants to the Company, for the period specified and subject to the conditions, terms, and provisions contained in this Ordinance, the right to transport, supply, sell, and distribute gas to the Town and all persons, businesses, and industries within the Town; the right to acquire, construct, install, locate, maintain, operate and extend into, within and through the Town all facilities reasonably necessary to provide gas to the Town and to all persons, businesses and industries within the Town; and the right to make reasonable use of all streets and other public places as may be necessary to carry out the terms of the ordinance.

2.2 Terms of Non-Exclusive Franchise. This non-exclusive franchise Ordinance shall not be effective unless and until the grant of rights, permission and authority herein described is approved by the Town Council after its second reading, and the terms of such ordinance are accepted in writing by the Company within 90 days of final approval of said Ordinance. This Ordinance and the non-exclusive franchise herein described shall be and continue in force and effect for a period of twenty (20) years from the date of final approval of such ordinance, and may be renewed at such similar terms as may be agreed to by the Town and the Company at the time of the expiration of this non-exclusive franchise set forth herein.

ARTICLE III

Gross Receipts and/or Other Tax

3.1 Gross Receipts Tax. In consideration for the grant of the non-exclusive franchise, the Company shall collect and remit to the State of North Carolina the Gross Receipts Tax calculated upon the revenues derived annually from the sale and transport of gas or such other tax on the sale, distribution, and/or transport of gas as may be mandated by the State of North Carolina. The Town customarily receives an allocation from the State for Gross Receipts Taxes on natural gas transactions within the Town.

3.2 Gross Receipts Tax in Lieu of Other Fees. The Town’s allocation of the North Carolina Gross Receipts Tax (or similar tax) on natural gas revenues to the Company within the Town is accepted by the Town in lieu of any franchise fee, occupancy tax, license tax, permit charge, or similar tax, assessment or excise upon the pipes, mains, meters or other personal property of the Company or on the privilege of doing business or in connection with the physical operation thereof, but does not exempt the Company from any lawful taxation upon its real property or any other tax not related to the non-exclusive franchise or the physical operation thereof.

3.3 Alternative Tax. Notwithstanding the preceding paragraph 3.2, in the event the State of North Carolina repeals the Gross Receipts Tax (or similar tax) and authorizes municipalities to charge a tax on the distribution and/or sale of gas, the Town may impose such a tax on Company as allowed by law.

ARTICLE IV Conduct of Business

4.1 Conduct of Business. The Company may establish, from time to time, such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this non-exclusive franchise; provided, however, that such rules, regulations, terms, and conditions shall not be in conflict with the laws of the State of North Carolina or any County or Municipal Ordinances in the area encompassed by this non-exclusive franchise.

4.2 Tariffs on File. The Company shall keep on file in its nearest office copies of all its tariffs currently in effect and on file with the North Carolina Utilities Commission. Said tariffs shall be available for inspection by the Public at Town Hall.

4.3 Compliance with NCUC Regulations. The Company shall comply with all rules and regulations adopted by the North Carolina Utilities Commission.

4.4 Compliance with Company Tariffs. The Company shall furnish gas within the Town to the Town and to persons, businesses and industries within the Town at the rates and under the terms and conditions set forth in its tariffs on file with the North Carolina Utilities Commission.

4.5 Applicability of Company Tariffs. The Town and the Company recognize that the lawful provisions of the Company's tariffs on file and in effect with the North Carolina Utilities Commission are controlling over any inconsistent provision in this non-exclusive franchise dealing with the same subject matter.

ARTICLE V Construction, Installation & Operation of Company Facilities

5.1 Location of Facilities. Company facilities shall not interfere with the Town's water mains, sewer mains or other municipal use of streets and other public places. Company facilities shall be located so as to cause minimum interference with public use of streets and other public places and shall be maintained in good repair and condition.

5.2 Excavation and Construction. All construction, excavation, maintenance, and repair work done by the Company shall be done in a timely and expeditious manner which minimizes inconvenience to the public and individuals. All such construction, excavation, maintenance, and repair work done by the Company shall comply with all federal, state, and local codes. All public and private property disturbed by Company construction or excavation activities shall be restored as soon as practical by the Company at its expense to substantially its former condition. The Company shall comply with the Town's requests for reasonable and prompt action to remedy all damage to private or public property adjacent to streets or dedicated easements where the Company is performing constructions, excavation, maintenance or repair work. The Town reserves the right to restore property and remedy damages caused by Company activities at the expense of the Company in the event the Company fails to perform such work within a reasonable time, not to exceed 30 days, after Notice from the Town. The Company agrees to pay the Town for these costs within 30 days of billing by the Town.

The Company shall coordinate all of its activities with all other public utilities so as to avoid any conflicts from arising. The Company shall use extra care repairing public roads when it is necessary for the Company to tear up any portion of a public road in order to carry out its activities.

5.3 Relocation of Company Facilities. If upon 90 days' notice the Town requests the Company to relocate any distribution gas main or service connection installed or maintained in streets or other public places in order to permit the Town to change street grades, pavements, sewers, water mains, or other Town works, such relocation shall be made by the Company at its expense. The Company is not obligated hereunder to relocate any facilities at its expense which were installed in private easements obtained by the Company, the underlying fee of which was, at some point subsequent to installation, transferred to the Town. Following relocation, all property shall be restored to substantially its former condition by the Company at its expense.

5.4 Service to New Area. If during the term of this non-exclusive franchise the boundaries of the Town are expanded, the Company may extend service to the newly incorporated areas. Service to annexed areas shall be in accordance with the terms of this non-exclusive franchise agreement and the Company's tariffs, rules and regulations then in effect. Company shall not be required to extend service if Company is unable to obtain an adequate gas supply to serve additional customers, nor where such extension is not economically feasible for the Company.

5.5 Restoration of Service. In the event the Company's gas system, or any part thereof, is partially or wholly destroyed or incapacitated, the Company shall use due diligence to restore its system to satisfactory service within the shortest practicable time.

5.6 Supply and Quality of Service. The Company shall make available an adequate supply of gas to provide service in the Town. The Company's facilities shall be of sufficient quality, durability, and redundancy to provide adequate and efficient gas service to the TOWN.

5.7 Safety Regulations by the Town. The Town reserves the right to adopt, from time to time, reasonable regulations in the exercise of its police power which are necessary to ensure the health, safety and welfare of the public, provided that such regulations are not destructive of the rights granted herein. The Company agrees to comply with all such regulations, in the construction, maintenance, and operation of its facilities, and in the provision of gas within the Town.

5.8 Inspection, Audit and Quality Control. The Town shall have the right to inspect, at all reasonable times, any portion of the Company's system used to serve the Town and its residents. The Town also shall have the right to inspect and conduct an audit of Company records relevant to compliance with any terms of this ordinance at all reasonable times. The Company agrees to cooperate with the Town in conducting the inspection and/or audit to correct any discrepancies affecting the Town's interest in a prompt and efficient manner.

5.9 Liability. The Company shall defend and hold said Town harmless from all liability imposed upon it on account of injury or damage to person or property caused by Company, its contractors, agents or employees in the course of or in connection with the installation, removal, operation or maintenance of pipelines and mains, service lines, meters and other utility equipment in the exercise of any of the rights and privileges conferred by this non-exclusive franchise.

ARTICLE VI

Assignment; Savings Clause, Amendment

6.1 Assignment. The Company may, subject to the Town's prior written approval, assign its rights under this non-exclusive franchise. Such approval shall not be unreasonably withheld. Any successors or assigns shall notify the Town by a simultaneous informational filing with the Town Clerk all documents required by the North Carolina Utilities Commission to authorize change of control of Company. All successors and assignees are bound by the terms of this non-exclusive franchise agreement.

6.2 Savings Clause. If any portion of this non-exclusive franchise Ordinance is declared illegal or void by a court of competent jurisdiction, the remainder of the Ordinance shall survive and not be affected thereby.

ARTICLE VII

Expiration of Franchise, Purchase or Condemnation; Right of First Purchase

7.1 Expiration of Non-Exclusive Franchise; Purchase or Condemnation. If at the time of expiration of the non-exclusive franchise granted under this Ordinance no extension or renewal has been negotiated between the Town and the Company, the Company shall have the right to remove its distribution facilities from the streets and other public places, but only after the Town has had sufficient time to purchase or condemn said facilities. In removing its facilities, the Company shall remove in a workmanlike manner, at the Company's expense, from the streets and other public places all distribution facilities belonging to the Company which are not purchase by the Town at the expiration of the non-exclusive franchise. All public property shall be restored by the Company to its former condition to the extent practicable, after said removal.

INTRODUCED, READ AND ORDERED PUBLISHED THIS 28TH DAY OF SEPTEMBER, 2017.
PASSED, ADOPTED AND APPROVED THIS 19TH DAY OF OCTOBER, 2017.

THE TOWN OF BOONE, NORTH CAROLINA
BY: _____

Rennie Brantz, Mayor

ATTEST:

Nicole Worley, Clerk

ORDINANCE TO BE TYPED IN BOOK 4 PAGE 116

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

**APPROVAL OF SIDEWALK EASEMENT - W. KING STREET/S.C. AND S. FUTURE
(MOUNTAINEER MANIA)**

EASEMENT

Excise Tax: \$0

Prepared by and return to: Allison M. Meade, Esq., PO Box 292, Boone NC 28607

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

THIS DEED OF EASEMENT, made this the _____ day of _____, 2017, by and between S. C. & S. Future, Inc., a North Carolina corporation (hereinafter referred to as Grantor) and the Town of Boone, a North Carolina municipal corporation (hereinafter referred to as Grantee or as "Town"), collectively referred to as "the parties." The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine or feminine, as required by context.

WITNESSETH:

Grant of Permanent Easement: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee, a permanent sidewalk easement within the area referenced as the "proposed permanent sidewalk easement" on the plat attached hereto as Exhibit "A," which exhibit is incorporated herein by reference, for the purpose of constructing, installing, and maintaining sidewalk improvements.

The location of the easement is on property acquired by Grantor by that instrument recorded at Book 116, Page 624 of the Watauga County North Carolina Registry of Deeds, identified for tax purposes by the Watauga County Tax Administrator by Parcel Identification Number 2900-8886-81-000, and consists of approximately 270 square feet as more fully described in the attached "Exhibit A" incorporated by reference herein.

Grantor shall at all times, other than while the facilities are under actual construction or repair, have the right to use said easement, provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal, the day and year first above written.

[remainder of page htentionally left blank]

S.C. & S. FUTURE, INC.

By: Julian F. Heath
Julian F., President

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, certify that **Julian F. Heath** personally came before me this day and acknowledged that s/he is the President of **S. C. & S. Future, Inc.** a North Carolina corporation, and that by authority duly given and as the act of such entity, s/he signed the foregoing instrument in its name on its behalf as its act and deed.

Date: niu(n

NaLLiA.LOnes

Official Signature of Notary Public

c(led 4. Wort-cv

Notary's Printed/Typed Name

AGREED:

Town of Boone

By:

Rennie Brantz, Mayor

Attested By: _____ (SEAL)

Christine Pope, Clerk, Town of Boone

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

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

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

Notary Public

Printed Name of Notary Public

My Commission Expires: _____ ☐



NGS CM
HAMPTON
PID B7999
N:

CHARLES R.
HARMON

SURVEYORS

I, Christopher F. Jordan, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Book 116/Pg 624; that the boundaries not surveyed are clearly indicated as ~~drawn~~ from information found in Book 234/Pg 258, Book 1258/Pg 798 and Book 1772/Pg 284; that the positional accuracy meets or exceeds the requirements for a Class A survey, and that this plat meets the requirement of G.S. 47-30 section F-11-d, that the survey is of another category, such as the recombination of existing parcels, a court-ordered Witness my dated original seal and signature.
I further certify that this is a permanent sidewalk easement.

CHRISTOPH JORDA C PLS L- 56 F.

DATE March 7, 2017

DATE

LEGEND

SPINDLE FOUND
Z NGS CM = NATIONAL GEODETIC SURVEY CONCRETE MONUMENT
EI CM = CONCRETE MONUMENT
RBF = REBAR FOUND
OTIPF = OPEN TOP IRON PIN FOUND
CTIPF = CRIMPED TOP IRON PIN FOUND
ORBS REBAR SET
CP = CALCULATED POINT
PK/NL = PK NAIL FOUND
(H) HORIZONTAL GROUND DISTANCE
(G) NC STATE PLANE GRID DISTANCE
INDICATES PROPERTY LINE
INDICATES ONE NOT SURVEYED AT THIS TIME
INDICATES THE ONE
--ROW-- INDICATES ROAD RIGHT OF WAY
INDICATES PERMANENT SIDEWALK EASEMENT
INDICATES BUILDING

PERMANENT
TOWN OF

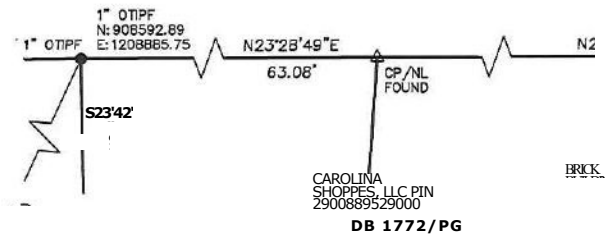
ACROSS THE PROPERTY
OF:

N234

EGM
INVS

S CANDS
FUTURE, INC.

PERMANENT SIDEWALK
TOWN
ACROSS THE
S C AN
PIN NO.
DB
NEW R
WATAUGA COU



DB 1772/Pg

GRAPHIC

1 INCH =

PERMANENT SIDEWALK EASEMENT FOR:

TOWN OF BOONE

ACROSS THE PROPERTY OF:

S C AND S FUTURE LLC

PIN NO. 2900888681000

DB 116/PG 624

NEW RIVER TOWNSHIP

WATAUGA COUNTY, NORTH CAROLINA

NOTES:

1. *Field* work completed: December 9, 2015

Office work completed: March 7, 2017

0. All coordinates *shown* are Horizontal Datum: NAD83(2011) Vertical Datum: NAVD88 (Geoid12A)
2. *Areas* computed by coordinate method.
1. Property *shown hereon* is *subject* to all right-of-ways, easements, reservations and restrictions which *exist* as a matter of record or exist de facto.
2. Property *shown* hereon is subject to the rules, regulations, ordinances and/or jurisdictions of local, state, and/or federal agencies if any. The requirements of said *rules*, regulations, ordinances, and/or the *limits* of said jurisdictions are not shown hereon unless stated otherwise.
3. *Underground* installations or improvements *including building* foundations have not been located except as shown hereon. Call NC811 at .811 before digging.
3. Not *all above* ground improvements are *shown*.
4. *All distances* shown on this map are *horizontal* ground lengths unless otherwise noted. To convert to grid distances, multiply by the average combined scale factor of 0.999864611.
4. No missing *corners* were set by surveyor except as shown *hereon* as '*RBS*'.
5. This survey was prepared without the benefit of an abstract of title. Matters of property title should be referred to an attorney—at—law.
6. Adjoining property owner, deed, plat and *PIN* information taken from the Watauga County Courthouse and *GIS Website*.

C000000

SURVEY PROJECT No. 15-217-2 McGill PROJECT No. 15.05309

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N23°48'	5.04'
L2	S61°34'	45.00'
L3	S23°42'	4.86'
L4	N61°48'	1.19'
L5	S28°11'	0.33'
L6	N61°48'	13.55'
L7	S79°06'	4.60'
L8	N61°48'	8.38'
L9	N22°42'	4.60'
L10	N61°48'	13.20'
L11	N28°11'	0.33'
L12	N61°48'	1.52'

EASEMENT TABLE		
PIN NO. 2900888681000	PERMANENT SIDEWALK	
	SQ. FT.	ACRES
	270	0.006

SHEET 2 OF 2

4

;- CHRISTOPH F. JORDA NC PLS L-

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

APPROVAL OF ENCROACHMENT AGREEMENT - NOBLE TATTOO

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

APPROVAL OF COMMERCIAL COMMUNITY EVENT SIGN FOR FALL-IDAY VENDOR EXPO

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

HISTORIC PRESERVATION COMMISSION REQUEST - LINNEY HOUSE AND LAW OFFICE

AN ORDINANCE DESIGNATING A LOCAL HISTORIC LANDMARK FRANK A. LINNEY HOUSE AND FORMER LINNEY LAW OFFICE BOONE, NORTH CAROLINA

WHEREAS, Chapter 160A-400.5 of the North Carolina General Statutes provides for the designation of historic landmarks; and

WHEREAS, the Town of Boone has created the Boone Historic Preservation Commission (“HPC”) as a historic preservation commission having the authority to exercise, within the planning jurisdiction of the Town, all powers and duties conferred by Part 3C of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the HPC duly adopted (i) rules of procedure and (ii) principles and guidelines for the alteration, restoration, relocation, or demolition of properties designated as landmarks at its regular meeting held January 12, 2016; and

WHEREAS, the HPC issued a Landmark Designation Report on May 9, 2017, recommending designation of the Property as a historic landmark; and

WHEREAS, as set forth in detail in the Landmark Designation Report, the HPC has determined that the Property is of special significance in terms of its historical and architectural importance, and possesses integrity of design, setting, workmanship, materials, feeling and association; and

WHEREAS, the Landmark Designation Report was submitted to the State Historic Preservation Office (“SHPO”) of the North Carolina Department of Cultural Resources for review and comment; and

WHEREAS, the SHPO has reviewed the Landmark Designation Report and issued a letter of comment dated July 21, 2017, in which it noted that the Properties are significant for their association with Frank A. Linney, a prominent attorney for the State of North Carolina and the United States Government as well as state chair of the Republican Party in North Carolina; and

WHEREAS, Frank A. Linney was the son of Colonel Romulus Z. Linney, a powerful North Carolina US Congressman during the late nineteenth century; and

WHEREAS, the Linney House has examples of intact early local architecture which include Craftsman and Queen Anne Elements; and

WHEREAS, the former Linney Law Office is an exceedingly rare example of an earlier twentieth-century, stacked fieldstone, commercial building located at the heart of the Downtown Boone business district; and

WHEREAS, the Linney House and Former Linney Law Office, located on adjoining parcels, retain an impressive degree of integrity; and

WHEREAS, The twentieth century washhouse located adjacent to the Frank A. Linney House, is believed to be the only surviving domestic outbuilding in Boone’s Downtown Business District; and

WHEREAS, the Boone Historic Preservation Commission held a duly-noticed public hearing on October 10, 2017, with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein, and following said hearing voted to confirm its recommendation that the Town Council designate the Property as a historic landmark; and

WHEREAS, the Boone Town Council held a duly-noticed public hearing on October 19, 2017 with respect to this ordinance and designation of the Property as a historic landmark as contemplated herein; and

WHEREAS, the Boone Town Council has taken into full consideration any information offered at the public hearing and the information contained in the HPC’s Landmark Designation Report; and

WHEREAS, the Boone Town Council finds that the Property is of special historical, architectural, and cultural significance, and possesses integrity of design, setting, workmanship, materials, feeling and/or association, as described by the Historic Preservation Commission’s Local Landmark Designation Report; and

WHEREAS, the Boone Town Council finds the Property's preservation should be encouraged and ensured,
NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1: The Boone Town Council hereby designates the Linney House, the washhouse, and the well house at 219 Queen Street, Boone, North Carolina bounded as described on Watauga County Parcel ID 2900891448000, and the Former Linney Law Office at 718 W. King Street, Boone, North Carolina bounded as described on Watauga County Parcel ID 2900890400000, both owned by Frank and Joyce Coffey, as a Local Historic Landmark.

Section 2: A sign designating the Linney House and the former Linney Law Office may be placed on the property or in a nearby right of way designating the properties and Local Landmark Designations.

Section 3: The review process provided by Article 8 of the Town's Unified Development Ordinance ("UDO") shall be observed prior to demolition, alteration, rehabilitation, restoration, or removal of any exterior elements of the designated Property.

Section 4: In the event relocation, demolition or destruction of the Property is authorized as provided by law, such action may be delayed up to 365 days as provided by Article 8 of the UDO and NC General Statutes 160A-400.14.

Section 5: This ordinance shall be effective as of the date of its adoption.

Adopted this the _____ day of _____, 2017.

Mayor Rennie Brantz

Attest:

Nicole Worley, Town Clerk

ORDINANCE TO BE TYPED IN BOOK 4 PAGE 120

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

APPROVAL OF BUDGET AMENDMENTS

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

DISCLOSURE OF SETTLEMENT TERMS CONSISTENT WITH THE REQUIREMENTS OF N.C. GENERAL STATUTES

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

QUASI-JUDICIAL HEARING

REQUEST FOR SERVICE - DR. MARK POARCH/CCC&TI

Town Attorney Allison Meade opened a public hearing at 7:30 p.m. to hear sworn testimony on a request for water service to property located on/near 372-506 Community College Drive. Dr. Mark Poarch, being duly sworn, stated his request was for a meter only and not an extension, since water and sewer services were already available on the property. Mr. John Cort of Cort Architectural Group, PA was duly sworn and stated that his client would be willing to pay for the meter. Since Caldwell Community College is governed by a Board of Commissioners, both Dr. Poarch and Mr. Cort felt unable to agree to annexation without approval from the board. Short discussion ensued with Deputy Public Works Director Josh Eller stating that the rest of CCC&TI campus is served by town water and sewer. The public hearing was closed at 7:55 p.m. and upon motion by Council Member David, seconded by Council Member Mason, the public hearing was re-opened at 7:57 p.m. Town Manager John Ward suggested that staff research the original grant of water and sewer service to CCC&TI. After lengthy discussion, Council Member Mason made a motion which was seconded by Council Member Collins to approve the request as presented with the condition that the student services building be built as presented to Council and contingent on annexation if such is legally possible. With no further testimony, Ms. Meade closed the public hearing at 7:59 p.m.

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

COUNCIL MATTERS

TOWN MANAGER UPDATE

- Early voting started today (Oct. 19, 2017)
- Working with County on the designation of an on-campus location for early voting
- Obtained Mainstreet America certification
- Charter Communications will be offering the families of low-income K-12 students high speed internet service for \$14.99/month-visit spectruminternetassist.com
- Frontier Natural Gas update
- Deck Hill water storage tank rehabilitation
- New Market Boulevard water line loop
- Glendale sanitary sewer improvements
- 2 miles worth of paving complete on Poplar Hill Drive, Highland Avenue, South Depot Street, Keystone Drive and University Hall Drive
- Update on Highway 105 Extension sidewalk
- Update on Shadowline Drive Culvert project
- Town of Boone leaf pick-up
- Update on water meter replacement
- Update on Precision Printing culvert repair
- LMS Parking suit was dismissed in federal court
- Boone License Plate Agency relocating to Winkler's Creek Road
- Water intake update #8
- "Unto Us" Special Event update and photo

ANNOUNCEMENT OF BOARD VACANCIES

Mayor Rennie Brantz announced the following vacancies:

-Antonio Reid of the Affordable Housing Task Force resigned on Sept. 17 leaving his position vacant. This term will expire on Feb. 18, 2019.

-Hannah Williams of the Planning Commission resigned on Oct. 11 leaving her position vacant. This term will expire on June 30, 2021.

APPLICATION TO SUSTAINABILITY, ECONOMICS AND ENVIRONMENT COMMITTEE

Council Member Clawson nominated Harvard Ayers for re-appointment on the committee. With no further nominations, Mayor Brantz called for a vote:

VOTE: Aye -- All
 Nay -- None

Mr. Ayers' term will expire on June 30, 2020.

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

APPOINTMENT TO DOWNTOWN BOONE DEVELOPMENT ASSOCIATION

Council Member Mason nominated Denise Lovin to serve on the Downtown Boone Development Association. With no further nominations, Mayor Brantz called for a vote:

VOTE: Aye -- All
 None -- None

Ms. Lovin's term will expire on October 31, 2020.

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

ADJOURNMENT**MOTION TO ADJOURN**

Upon a motion by Council Member David and seconded by Council Member Clawson, Council moved to adjourn the meeting at 8:22 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Quint David, Council Member
SECONDER:	Loretta Clawson, Council Member
AYES:	David, Brantz, Mason, Clawson, Mizelle, Collins

Nicole Worley, Town Clerk

Rennie Brantz, Mayor