

**MINUTES – SPECIAL MEETING
BOONE TOWN COUNCIL
MARCH 7, 2025**

CALL TO ORDER

A special meeting of the Boone Town Council was called to order at 9:06 a.m. on Friday, March 7, 2025, in the Town Council Chambers located at 1500 Blowing Rock Road in Boone. Mayor Pro-Tem George presided. Council members present included Todd Carter (virtual), Virginia Roseman, Eric Plaag, and Edie Tugman. Staff present included Town Manager Amy Davis, Town Clerk Nicole Harmon-Church, Public Works Deputy Director Justin Stines, Public Works Director Todd Moody, and Cultural Resources Director Mark Freed. Town Attorney Allison Meade was also in attendance.

The purpose of the meeting was to discuss and potentially take action regarding concerns and operational issues related to shared space at Daniel Boone Park. Representatives from the Southern Appalachian Historical Association (SAHA), Daniel Boone Native Gardens (DBG), and the Watauga County Farmer's Market participated in discussions.

COUNCIL DISCUSSION WITH STAFF REGARDING USAGE OF DANIEL BOONE PARK

Discussions began with Council members and staff. Council Member Tugman reported multiple meetings with Marrena Greene of SAHA and emphasized the importance of supporting this organization. She recommended expanding their licensing agreement to three to five years beginning next year due to ongoing work on the property. She also mentioned SAHA's issues with high public utility bills and the difficulties it brought on the group when they came due all at once as opposed to being sent monthly or quarterly.

Council Member Tugman clarified that the vendor at the Daniel Boone Native Gardens referred to by the Farmer's Market was a rotating group that used the space for a fundraiser rather than a single individual. Council member Roseman supported a five-year agreement with SAHA to provide security and facilitate grant applications. She noted that the amphitheater was historically used year-round and could be better utilized.

Council Member Plaag urged transparency in voting to avoid the perception of bias toward SAHA. Town Attorney Meade confirmed that council members could have personal opinions unless they had a financial interest or were engaged in a quasi-judicial matter.

Council Member Roseman emphasized the farmer's market's role in bringing the community together and the importance of equitable treatment among all entities. Council

Member Carter viewed the meeting as a learning session, stating the need to plan for the market's operation during upcoming construction projects.

Mayor Pro-Tem George questioned the appropriateness of leasing Town facilities at nominal rates while simultaneously subsidizing those organizations. Council member Carter echoed frustration over repeated funding requests from organizations without solid financial plans while recognizing the market's significance in the Town.

Council member Plaag reported documenting substantial deferred maintenance issues at the Horn in the West property recently, stating that SAHA staff members believed the Town was responsible for upkeep.

Council Member Tugman noted that SAHA was fragile financially and creatively, emphasizing the need for stability. Council member Plaag recalled past conflicts when SAHA transitioned to a license, stating that previous agreements restrained SAHA's growth. Council Member Carter clarified that SAHA misunderstood certain limitations on their programming. Council member Roseman recalled SAHA's extensive past programming, stating that fear of exceeding license terms hindered growth.

Attorney Meade clarified that the differing agreements between SAHA and other entities stemmed from historical reasons. The transition from lease to license agreements was intended to make maintenance responsibilities clear. It was noted that some previous conflicts were attributed to personalities rather than substantive legal issues.

She also emphasized that SAHA could host events but could not sublease the property for profit. Cultural Resources Director Mark Freed stated that the main change under the licensing agreement was due to the loss of parking revenue and explained that the group used to receive the revenue from rented parking spaces on the property. Council Member Tugman expressed concerns about necessary repairs, stating that estimates suggested over \$200,000 in repairs were needed to meet safety standards.

DISCUSSION WITH REPRESENTATIVES FROM SOUTHERN APPALACHIAN HISTORICAL ASSOCIATION

SAHA representatives noted maintenance challenges, particularly with seasonal leaf removal, and expressed appreciation for the Town's newly created position to assist with maintenance. Ms. Greer reiterated reliance on volunteers and concerns about restrictions in their licensing agreement and the issues it caused with applying for grant funding.

Discussions with SAHA representatives concluded with Ms. Greer asking for Public Works staff to leave an access path to the museum when paving starts in the summer.

Mayor Pro-Tem George declared a break at 11:05 a.m. Council reconvened at 11:11 a.m.

DISCUSSION WITH REPRESENTATIVES FROM DANIEL BOONE NATIVE GARDENS

Representatives from the Daniel Boone Native Gardens expressed appreciation for their relationship with the Town and detailed future plans, including the installation of a deer fence and replanting areas with native plant species. Ms. Hutchins confirmed the intent to seek funding but acknowledged the difficulty of securing grants without long-term stability in the lease with the Town.

Ms. Hutchins reiterated that the primary goal for the upcoming year was to address the deer issue, with plans to install a deer fence before the spring planting season. Additionally, she noted that there was a plan to replant certain areas of the garden, some of which would serve as demonstrations for homeowners on how to incorporate native plants into their landscaping. She indicated that efforts were also being made to preserve parts of the garden that contained only true native plants, ensuring the garden evolved into what it originally intended.

Mayor Pro-Tem George confirmed that funding requests could be made during the Outside Agency Funding process, though Ms. Hutchins pointed out that such timing would be too late for the Garden's needs. As a result, she indicated that efforts would be made to raise funds independently.

Council member Plaag raised concerns regarding vendors utilizing four parking spots along the sidewalk and inquired about the nature of the agreement with them. Ms. Hutchins explained that the Native Plant Society conducted a native plant sale twice a year, and one vendor offered to donate 20% of gross sales every Saturday as a fundraiser. She noted that these sales involved only native plants and were not seen as direct competition. Council member Plaag asked whether these vendors were charged a fee, to which Ms. Hutchins responded that there was no fee, only an email-based understanding regarding donations. Attorney Meade inquired about vendor placement, and Ms. Hutchins explained that one vendor was positioned at the end of a parking space without occupying the space itself, while another was situated in a turnaround grassy area. She confirmed that no parking spaces were taken up and that there were no plans to move the vendors inside the gardens. Council member Plaag questioned whether the provision for subleases in the contract might be violated by these sales. Attorney Meade stated that this was a matter of legal interpretation, noting that it could become problematic if many other vendors operated similarly. However, she believed the arrangement fell within the lease parameters, allowing the committee to fundraise, similar to how SAHA conducted other similar events.

Council member Roseman expressed concerns regarding the installation of a deer fence, questioning whether it would restrict community access. Ms. Hutchins assured members

that the gardens would remain open to the community and that free entrance would continue as usual. She added that the planned fence was intended to run through the rhododendrons at the back, with the area already having been cleared for fencing. Council member Plaag voiced concerns about the repairs clause in the lease, especially regarding potential future landmark designation, and that the lease did not adequately protect the town's historic preservation interests. Council member Plaag expressed surprise that the lease had been approved under these terms. Ms. Hutchins clarified that all hardscaping and buildings belonged to the Town, meaning the Town would not be responsible for the repair and maintenance of the fence. She also expressed willingness to consider an addendum to the lease if necessary. Attorney Meade distinguished between repairs and alterations, indicating that there was no concern regarding this matter. Council member Tugman inquired whether the lease terms had been established by the Town or the state. Ms. Hutchins responded that John Turner and Lilah Peterson had worked on the original lease but was unsure of the specific origins. Council member Plaag pointed out that if the property were designated a landmark or district, it would need to comply with the Secretary of the Interior's standards and COA regulations for repairs, emphasizing the need for greater clarity. Attorney Meade noted that any landmark designation ordinance would override the lease in terms of procedures and approvals required for renovations. Ms. Hutchins assured members that the replacement fence would be tall enough to keep deer out while maintaining an aesthetically pleasing appearance. She added that the design would align with the stone structure of the gatehouse, and a formal plan would be presented to Council for review.

DISCUSSION WITH REPRESENTATIVES FROM WATAUGA COUNTY FARMER'S MARKET

Michelle Dineen with Watauga County Farmer's Market read a statement addressing their need for stability and concerns about repaving and restroom renovations. Manager Davis assured her there were no plans to displace the market and acknowledged the difficulties caused by the need to relocate vendors following the hurricane. She stated that, despite her and other staff's best efforts to find other suitable locations, the space utilized by the Market was the only NCDEQ-approved debris site in town.

In response to a statement made by Ms. Dineen about conversations with the Mayor, Mayor Pro-Tem George clarified that only a majority of the Council could officially speak for the Town. Council Member Roseman supported the market's stability and acknowledged the need for shed improvements. Council member Plaag sought clarification regarding the Market's tax status. Ms. Dineen explained that the organization was a 501(c)(6) non-profit but was not recognized as tax-exempt at the state level. As a result, it was ineligible for a charitable solicitation license and could not offer tax receipts.

Ms. Dineen then clarified other statements and noted that they were not seeking approval for structure or plans but confirming that the Market fit into the Town's long-term vision. She expressed that language in the license agreement acknowledging the long-term nature of the partnership would be helpful for grant applications. Attorney Meade noted that the short-term license was not originally this Council's idea, and she had no legal issue with extending the term. However, she opposed including language about future plans, as this Council could not legally bind future councils. Mayor Pro-Tem George was open to this but preferred to avoid extending terms beyond five years. Ms. Dineen argued that a longer term would provide security to the Market's vendors. Council member Tugman inquired why previous agreements had been two years or less. Cultural Resources Director Mark Freed explained that it was due to the need to navigate new relationships. Attorney Meade suggested that an annual report to the Council would be a good idea if the Council chose to lengthen the license term. Ms. Dineen also requested that renewal discussions be structured at least three months before expiration. She also recommended formalizing a stakeholder group discussion with staff and Council liaisons. Attorney Meade questioned the need for such formality and asked why Ms. Dineen could not simply meet with Mr. Freed as has been done in the past. Ms. Dineen argued that this formality would be more productive and help avoid conflicts. Director Freed assured that he would make himself available for meetings with Market representatives in the future. Mayor Pro-Tem George suggested the inclusion of the Cultural Resources Advisory Board. Ms. Dineen suggested that Town staff initiate these meetings, as past attempts to engage with stakeholders had been unsuccessful. Council member Tugman clarified that past failures to meet were due to misunderstandings. Attorney Meade noted that in her 11 years, Council members had never been involved in lease discussions like this and questioned whether it was a good use of their time. Mayor Pro-Tem George suggested that Mr. Freed take a role in organizing these meetings and invite Council member liaisons as needed.

Discussion turned to emergency protocols and disruptions, with Mayor Pro-Tem George addressing a clause in the license that allowed for emergency relocations, emphasizing that he was not comfortable with requiring coordination for a new location. Council member Tugman explained that during the recent hurricane, staff had been overwhelmed and working overtime, making it difficult to maintain communication. It was noted that the state had the right to take over the property, and the Town had not made that decision. Council member Plaag brought up snow storage procedures, stating that parking spaces along King Street were often declared emergency snow routes when needed and did not view this as any different. Council member Roseman emphasized that public safety and the greater good of the community took priority. Ms. Dineen explained the difficulties faced by vendors during the displacement, including the lack of communication and the impact

on operations. Manager Davis addressed rumors about FEMA involvement, confirming that a police presence had been required due to harassment complaints. Council member Tugman stated that during the emergency, the Town's focus was on immediate issues, and while they were concerned about the Market, Manager Davis had spent significant time trying to find an alternative space for the Market, which had been refused by Ms. Dineen. Council member Plaag expressed frustration with the organization's perceived sense of entitlement, especially given that the space was provided to the Market for free. Ms. Dineen apologized if the urgency had been misinterpreted and clarified that the intention was to share information on behalf of her board and vendors.

Regarding future communication and clarity, Ms. Dineen suggested ensuring clear communication from Town staff in writing. Mayor Pro-Tem George reminded Ms. Dineen that snow storage remained a possibility based on circumstances. Manager Davis acknowledged that while verbal communication had been clear during the recent hurricane, it had not been put in writing. Attorney Meade emphasized that communication required effort from both sides and encouraged utilizing available resources like Cultural Resources Director Freed to assist if needed. Council member Plaag recommended sending follow-up emails for clarity. Council member Roseman stated that finding alternative locations in the event of displacement was the organization's responsibility and stressed that the Town's priority was serving the greater good.

Council member Plaag questioned whether a fee for certain non-profits was allowed. Attorney Meade confirmed that it had to be allowed, as vendors paid fees that covered costs under the 501(c)(6) model. Council member Plaag inquired whether further clarity on the fee structure was needed. Attorney Meade affirmed that there should be no issue as long as compliance was maintained.

Regarding the upcoming paving of the parking lot, Mayor Pro-Tem George stated that the Town would advertise paving and the Market's displacement on social media in advance. Ms. Dineen requested a timeline, and Public Works Director Moody estimated the work would occur around May or June, potentially disrupting two market days. He indicated the striping plan would be shared with Ms. Dineen and noted that it would be in compliance with the UDO. Council member Plaag noted that certain spaces would require chalk marking for clarity. Director Moody mentioned that overlapping permanent markings with other parking spaces could be confusing, so Council member Roseman suggested clear corner markings.

Background information was provided on a vendor issue between the Market and the Gardens. Mayor Pro-Tem George asked whether conversations had been held with the vendor and/or the Gardens, and Ms. Dineen confirmed that they had, seeking clarity on the

decision-making process. Council member Plaag questioned whether the Market claimed a right to a non-compete regarding this vendor. Ms. Dineen denied this but explained that competing sales contradicted their system. Council member Plaag clarified that the licensing agreement did not grant the market exclusive control over farmer-related activities on the property. Attorney Meade emphasized that the Market controlled its designated space but could not dictate park-wide usage. Council member Tugman pointed out that Market participants were for-profit vendors and that other for-profit activities occurred at the site. Attorney Meade reaffirmed her comfort with the existing interpretation of the Garden's lease agreement and stated that Mr. Freed would continue discussions with the Gardens if issues arose. She added that there was a distinction between parking spaces and the gardens proper, and that the lease permitted the Gardens to engage in fundraising activities. Mr. Freed recalled that the Council had previously approved the vendor sales and that it was understood that anything beyond the sidewalk fell under the Gardens' purview.

The discussion ended with Ms. Dineen announcing that the Market planned to start operations in April despite not having a formal lease. Attorney Meade stated that as had been done in the past, they could continue operating under the understood terms of the existing written license until a new agreement was reached.

ADJOURNMENT

Upon a motion by Council member Roseman, seconded by Council member Tugman, Council voted unanimously to adjourn the meeting at 1:44 p.m.