

period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. ~~Mr. Ron Nalley~~ ^{SHANNON BALDWIN} is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Mr. Nate Halubka, PARTF Grant Program Manager as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Mr. Nate Halubka, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9338 Email: nate.halubka@ncparks.gov	Town of Lake Lure Attention Ron Nalley SHANNON BALDWIN Post Office Box 255 Lake Lure, NC 28746 Telephone: 828-625-9983 Email: townmgr@townoflakelure.com

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors

Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Contractor) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Town of Lake Lure	<i>C. Shannon Baldwin</i>
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
C, SHANNON BALDWIN	TOWN MANAGER
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

State of North Carolina

County of

Rutherford

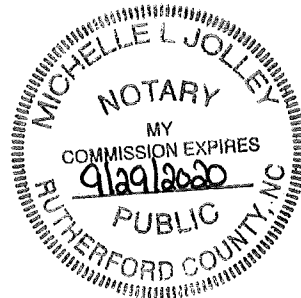
On this 3rd day of April, 201⁹, C. Shannon Baldwin

personally appeared before me the said named C. Shannon Baldwin, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

My commission expires: September 29, 2020.

<i>Michelle L. Jolley</i>
Signature of Notary Public

(Seal Here)



North Carolina Department of Natural and Cultural Resources
Susi H. Hamilton, Secretary

By:

Carol Tingley
Department Head or Authorized Agent
for Secretary Hamilton

ASLO
Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract insures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Scope of Work

North Carolina Division of Parks and Recreation Parks and Recreation Trust Fund – Grants Program for Local Governments

Grantee: Town of Lake Lure

Title of Project: Rocky Broad River Park Acquisition

Project Number: 892

Contract Number: 2019-892

Amount of Grant: \$ 223,125

Amount of Match: \$ 223,125

Contact Person for Project: ~~Ron Nalley~~ C. SHANNON BALDWIN

Title: Town Manager
Town of Lake Lure

Address: Post Office Box 255
Lake Lure, NC 28746

Telephone: 828-625-9983

Contact email address: townmgr@townoflakelure.com

Scope of Project: Land Acquisition of 2.5+/- acres and 1+/- acre and contingency.

Length of Project: 36 months (11/1/2018– 10/31/2021)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Lake Lure grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Town of Lake Lure Boys Camp Road and Morse Park

¹¹ Dewatering materials recovery facility site will be safely capped when the dredging is completed and the capped site will be used as an open playing field or some other recreation use in the future.



October 31, 2018



cds | Creative
Development
Consulting

Address: c/o Creative Development Consulting, 1000
West 14th Avenue, Suite 100, Denver, CO 80202
P: 303.733.1000 | info@cdscreativemedia.com
www.cdscreativemedia.com

Town of Lake Lure Boys Camp Road

Concept Master Plan



** Dewatering materials recovery facility site will be safely capped when the dredging is completed and the capped site will be used as an open playing field or some other recreation use in the future

0 50 100 200 300
Scale: 1" = 50'

October 21, 2018



cds | CONSULTANTS
DESIGN | PLANNING | ENGINEERING

From: Shannon Baldwin [<mailto:townmgr@townoflakelure.com>]
Sent: Wednesday, October 31, 2018 2:38 PM
To: 'Scott Bolyard'; Dean Givens
Subject: FW: [External] Boys Camp Road Site Plans

Place a note on the plan that says.....

"Dewatering materials recovery facility site will be safely capped when the dredging is completed and the capped site will be used as an open playing field or some other recreation use in the future."

From: Francis, Judith M [<mailto:judith.francis@ncparks.gov>]
Sent: Wednesday, October 31, 2018 12:05 PM
To: Shannon Baldwin <townmgr@townoflakelure.com>
Subject: Re: [External] Boys Camp Road Site Plans

Shannon - I did speak with Raleigh about this today - they are okay with the revised site plan as long as the dewatering materials recovery facility site is safely capped when the dredging is completed and the capped site can be used as an open playing field or some other recreation use in the future. So I hope that helps... I am out of the office today, but shoot me an email if you have any other questions. Good luck with your project!
Judy

Shannon Baldwin

From: Shannon Baldwin
Sent: Friday, November 30, 2018 10:38 AM
To: 'chris.schmidt@ncparks.gov'; 'nate.halubka@ncparks.gov'
Cc: Dean Givens; 'Francis, Judith M'; Kevin Cooley; Kevin Cooley
Subject: Town of Lake Lure - Boys Camp Road Property Purchase & Future Use

Thank you Chris and Nate for calling. Below is the process (**BRIEF SUMMARY** paragraph) we have been following. It also lets you know what has been accomplished to date.

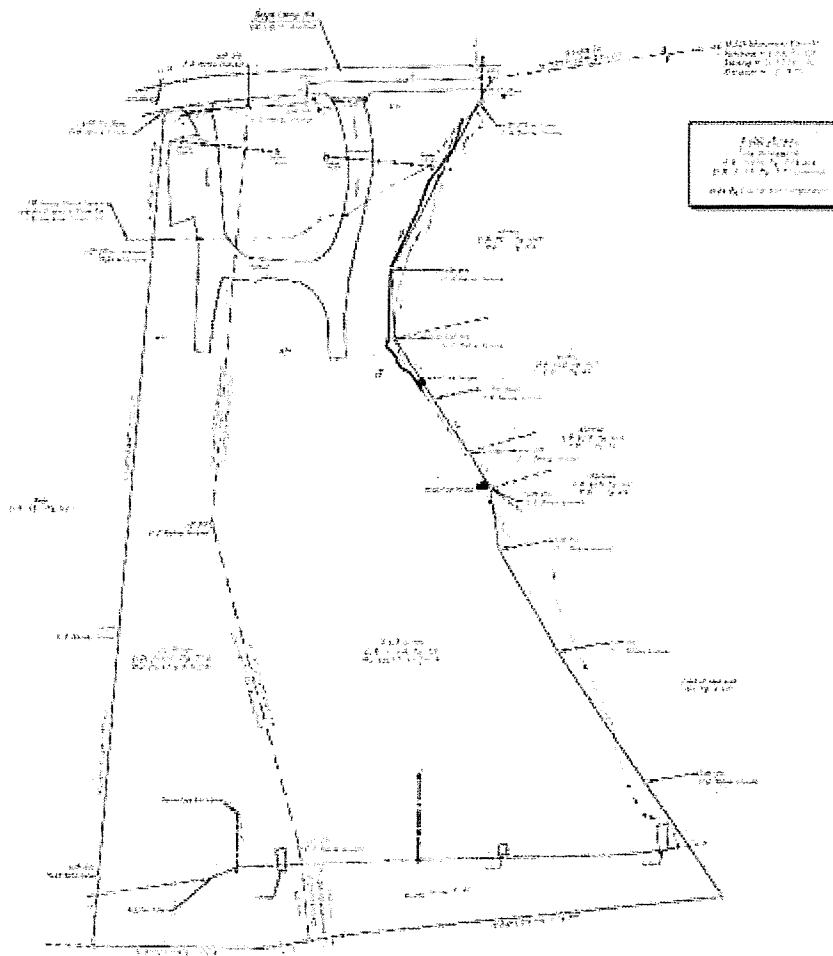
SUBJECT: Boys Camp Road Concept Master Plan

AGENDA INFORMATION:

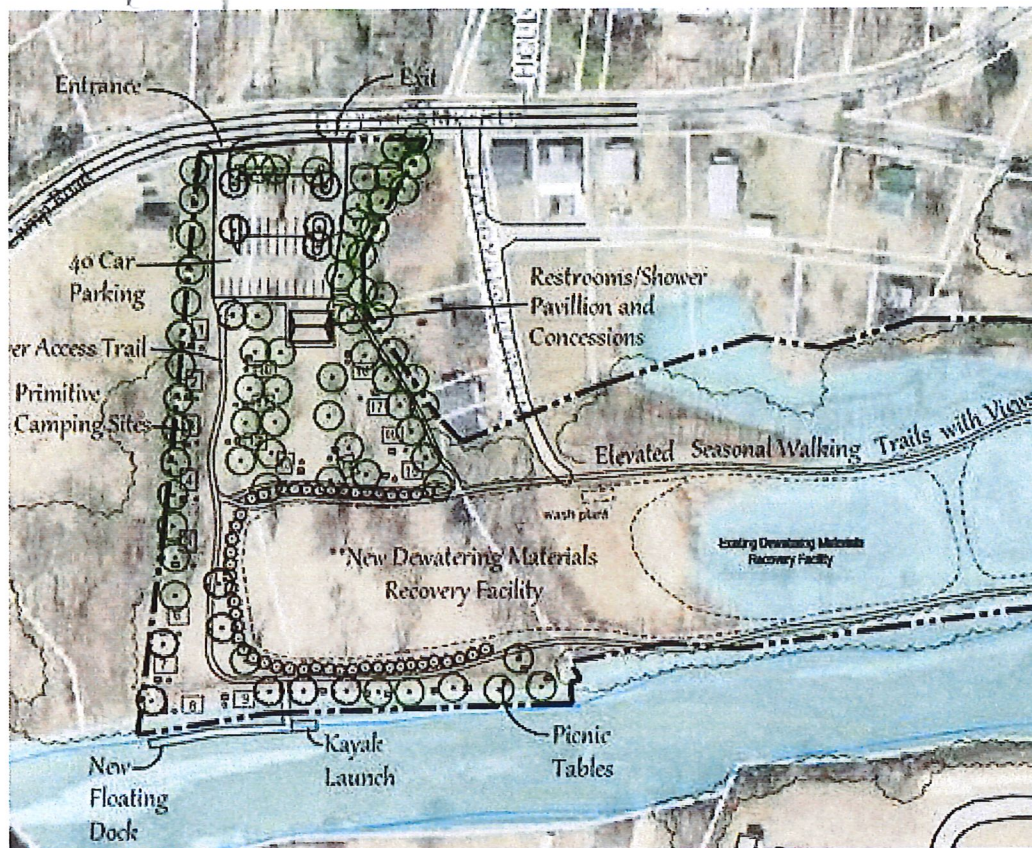
Agenda Location: New Business
Item Number: C
Department: Lake Operations
Contact: Dean Givens, Lake Operations Director
Presenter: Dean Givens, Lake Operations Director

BRIEF SUMMARY: The Boys Camp Road Concept Master Plan ("Plan") addresses the newly acquired Boys Camp Road property located in the corporate limits of Chimney Rock Village (CRV). The Town Manager, the Mayor, Community Development Director, and I met with CRV for a preliminary review of the original plan. A follow-up meeting was then held in which informal approval was received from CRV for an amended plan. Afterward, we met with a Parks and Recreation Trust Fund (PARTF) representative for review and approval of the amended plan and incorporated additional changes recommended by PARTF. The Town Manager and I then met with the Parks and Recreation Board (PRB) for review of the latest version. The PRB recommended approval to Town Council. Pending Council approval, our next steps will be to submit the plan to Brown Engineering for final review regarding Flood Plain issues, and then to CRV for formal review and approval. Once the plan is approved by CRV, staff will sign the contract with PARTF so that town can receive a check for approximately \$220,000 as reimbursement for purchase of the Boys Camp Road property.

We are taking the plan back to Town Council for review and approval on December 11th. Directly thereafter, we are having our engineers review it one last time relative to flood plain items. After this review, we are submitting the plan back to Chimney Rock Village for final review and approval. Once approved by CRV, we will sign the PARTF contract we now have in our possession. Below is a survey of the newly purchased property.



Below is an excerpt of the plan that covers/addresses the property purchased. The statement below the plan excerpt has been added on the face of the to make it clear that the portion of materials recovery site on the newly purchased property is reserved for recreational use when dredging is complete.



**** Dewatering materials recovery facility site will be safely capped when the dredging is completed and the capped site will be used as an open playing field or some other recreation use in the future**

Everything is going very well. We believe we can sign and return the PARTF contract within 60 days. As I mentioned over the phone this morning, we have a great relationship with Chimney Rock Village and have been working hard to incorporate input from them. Thank you for allotting the extra time needed for us to work through these matters!

We are in the process of hiring a full-time person (Parks & Recreation Coordinator) to work under Dean Givens, whose title is changing to "Parks, Recreation and Lake Director" soon. The Parks and Recreation Coordinator will oversee the improvements to the newly acquired property in keeping with the Boys Camp Road Concept Master Plan.

Respectfully,

Shannon Baldwin
Town Manger
Town of Lake Lure

Cc: Judy Francis, PARTF
Dean Givens, Lake Operations Director

Shannon Baldwin

From: Stephen G Duncan <tevierides@aol.com>
Sent: Monday, March 11, 2019 9:50 PM
To: Kevin Cooley; Shannon Baldwin
Cc: chimneyrockvillagegov@gmail.com; Peter O'Leary; Barbara Meliski; Dean Givens; Brad L. Burton
Subject: Town Of Lake Lure - Conditional Use for Recreation and Variance for De-Watering Permit
Attachments: Town of Lake Lure - Conditional Use for Recreation and Variance for De-Watering, February 11, 2019 (Approved Permit).pdf

ATTN: SEE ATTACHED **(APPROVED PERMIT DOCUMENTATION)**

The attached permit document application was **APPROVED** by the Chimney Rock Village Council on February 19, 2019. **This permit approval is for the Conditional Use of property owned by the Town of Lake Lure on Boy's Camp Road for recreational purposes as was outlined in the application and a Variance allowing for the property for a de-watering location.**

Should you have any questions, please don't hesitate to call. If you need any additional documentation for other Town Grant or other applications, please let me know what I can do to assist.

Thank you and the Town of Lake Lure for your efforts and cooperation in making this a special multiple use property.

Best regards,

*Stephen G Duncan
Chimney Rock Village
Administration and Zoning
(828) 777-5718*

(Permit)
- Approved -
(SJD)

PERMIT - Zoning (Construction and Land Disturbance)

(Revised January 2019)

Date: 2/11/2019

REQUEST: Variance ☒

FEE: \$ 150 Paid Y / N

(Mark all that apply)

Conditional Use ☒

Rezoning ☒

* Village Council WAIVED

This application applies to a range of activities that that Chimney Rock Village may require a permit or will require special consideration as either a Conditional Use, a Variance for Use or Operations or if necessary, to be rezoned. Activities this application will be used are: New Construction (Residential or Commercial, Demolition of any Structure(s), Land Disturbance of an acre or more or any combination of these activities.)

APPLICANTS NAME: Town of Lake Lure

Is applicant the owner of the property? (YES) / NO

If not, are you the tenant? YES / NO

If tenant, please have owner review this permit application and all proposed documents, support information and other pertinent data submitted with application and their signature designating their approval of your proposed sign for their property.

Signature: AP/A

Print Name: _____

Address/Phone Number of Owner: () - _____

Address: _____

City: _____ State: . _____

LEGAL ADDRESS OF PROPERTY (As assigned by the US Postal Service)

176 Boys Camp Road, Lake Lure, NC 28746

What Other Permits (may) be required to complete this activity? Please list. (Zoning Administrator will also review this section with applicant.)

Sign Permits as may apply

PROPOSED CHANGE OR EXPLANATION OF REQUEST:

See Attached -

Reg. Conditional Use - Recreation -
VARIANCE - to place Fill -

Required/Requested Attachments for Application:

- Any Sketch of boundary changes or of any affects specific to proposed request
- Location on property showing setbacks to streets, buildings, property lines
- Sketch of graphic drawings showing any request or changes or designs

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- Copy of this signed application (As signed by Owner or Owner and Tenant as applicable)
- Any other requested diagrams, sketches or documents as may be required by the Zoning Administrator, Planning Board of the Village Council.

I attest that all documents provided are true and correct. I understand that providing incorrect information may cause permit to be denied or an issued permit to be revoked. I further understand that the application may require certain timeframes for reviews or public hearings as prescribed by law or ordinance and immediate review and approval may not be possible.

Applicant Signature: [Signature]
 Print Name (Title as applicable): Dean Givens, CLM - Town of Lake Lure

Applications may be submitted by mail or email:

Chimney Rock Village
 P.O. Box 300
 Chimney Rock, North Carolina 28720

Or by Email to:

ChimneyRockVillageGov@gmail.com

TO BE COMPLETED BY ZONING ADMINISTRATOR:

Current Zoning for Property: Community Business - (CB)

Administrative Review: YES / NO (or) Requires Recommendation to Planning Board

- Approved / Denied
- Recommendation to Planning Board: APPROVE - 15 COND. FROM USE - Rec. Area
& VARIANCE - De-Watering -
KNOW JUST FILL
 o See attached details (as necessary) (SEE)

Requires Planning Board Review and Village Council Approval: YES / NO * Planning Bd: RECOMMENDATION - APPROVED & RECOMMENDED

Public Hearing Required: YES / NO

- Public Hearing Date: 2/19/19 - 6pm - 7:30pm = Plan. Bd = Village Council

Chimney Rock Village Council Review and Consideration Date: 2/19/19

Approved / Denied

(Attach any requirements or explanations attached)

ZONING ADMINISTRATOR: [Signature]

(Signature)

DATE: 2/19/19

① * COND. FROM USE AS A RECREATION + MULTI-USE AREA - APPROVED - 5

② * VARIANCE ALLOWING A de-WATERING AREA - APPROVED - 5

③ * SEE ATTACHED notes APPROVED AS OUTLINED IN PERMIT - 5

Site Information:

The project entails the use of three contiguous parcels of Town of Lake Lure-owned property, all located off Boys Camp Road.

Two of the parcels are within the corporate limits of the Village of Chimney Rock; the other is within the corporate limits of The Town of Lake Lure.

Existing conditions and land-use characteristics for the three subject parcels can be described as follows:

Parcel ID number 1647424, also known as the "Accretion Island," is owned by the Town of Lake Lure, is within the Town's corporate limits and is the easternmost of the three contiguous parcels. This parcel is zoned GU (Government Use) and is the current site of the mining operation that is concomitant to the Town's lake dredging efforts.

Parcel ID number 1648078 is the "center" of the three contiguous parcels and while owned by the Town of Lake Lure, it is within the corporate limits of the Village of Chimney Rock, and therefore within the Village's Planning and Zoning jurisdiction. This parcel is essentially a greenfield site, and is devoid of any structures aside from a few telephone poles and some fencing.

Parcel ID number 1648077 is the westernmost most of the three contiguous parcels and shares all of the same characteristics and land-use status as the center parcel as described above.

Project Description:

The project as proposed is the result of an approved land use Master Plan as adopted by Lake Lure Town Council on 12-18-2018.

The "Accretion Island" (Parcel 1647424) where the current mining operation is located is proposed to continue in its present operational state; however, when not in operation (due to the season), this site will employ an elevated walking trail along the rim of the de-watering basins—directly analogous to the elevated walking trails currently in operation at the de-watering basin across the river in Morse Park. It is felt this will be a great amenity for exercise and elevated observation of the surrounding area. It should be noted the facility in Morse Park is quite heavily used and enjoyed.

The center parcel (Parcel ID number 1648078), located within the Planning and Zoning jurisdiction of the Village of Chimney Rock has been master-planned for mixed uses on site. The northern end of the site is proposed for a park with a parking area employing day-use river access and kayak launch opportunities along with a primitive (tent) campground and a bathhouse facility. The southern end of the site is proposed to employ an expansion of de-watering basin from the contiguous parcel to the east, and this facility will also provide connectivity and an extension to the elevated walking trails that will be available for use when the basin is not in operation due to the season.

The westernmost parcel (Parcel ID number 1648077) is proposed to be used in the same capacity as it's contiguous neighbor in the center—Parcel ID number 164078.

Request before the Board: 2 (two)

1) A Conditional Use Permit for Recreational Uses

The Town of Lake Lure respectfully requests that Village of Chimney Rock grant the Town of Lake Lure a Conditional Use Permit pursuant to § 155.075 for to employ these afore-described municipally-operated recreational uses in their respective planning and zoning jurisdiction. It is felt that these are uses of a public benefit and such would be highly utilized and sought after by visitors, as well as residents of both of our communities. Pursuant to the accompanying site plans the Town of Lake Lure feels the Conditional Use Standards, as described in § 155.117 of the Chimney Rock Village Code of Ordinances have all been achieved, and accordingly this municipally planned and managed effort presents no endangerment to public safety or public health and the location of a municipal park in this location should protect and enhance adjoining property values.

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- 2) A Variance from the Village of Chimney Rock Flood Regulations to allow fill and operate as a de-watering basin alongside the portion of the property that will designated for recreational use

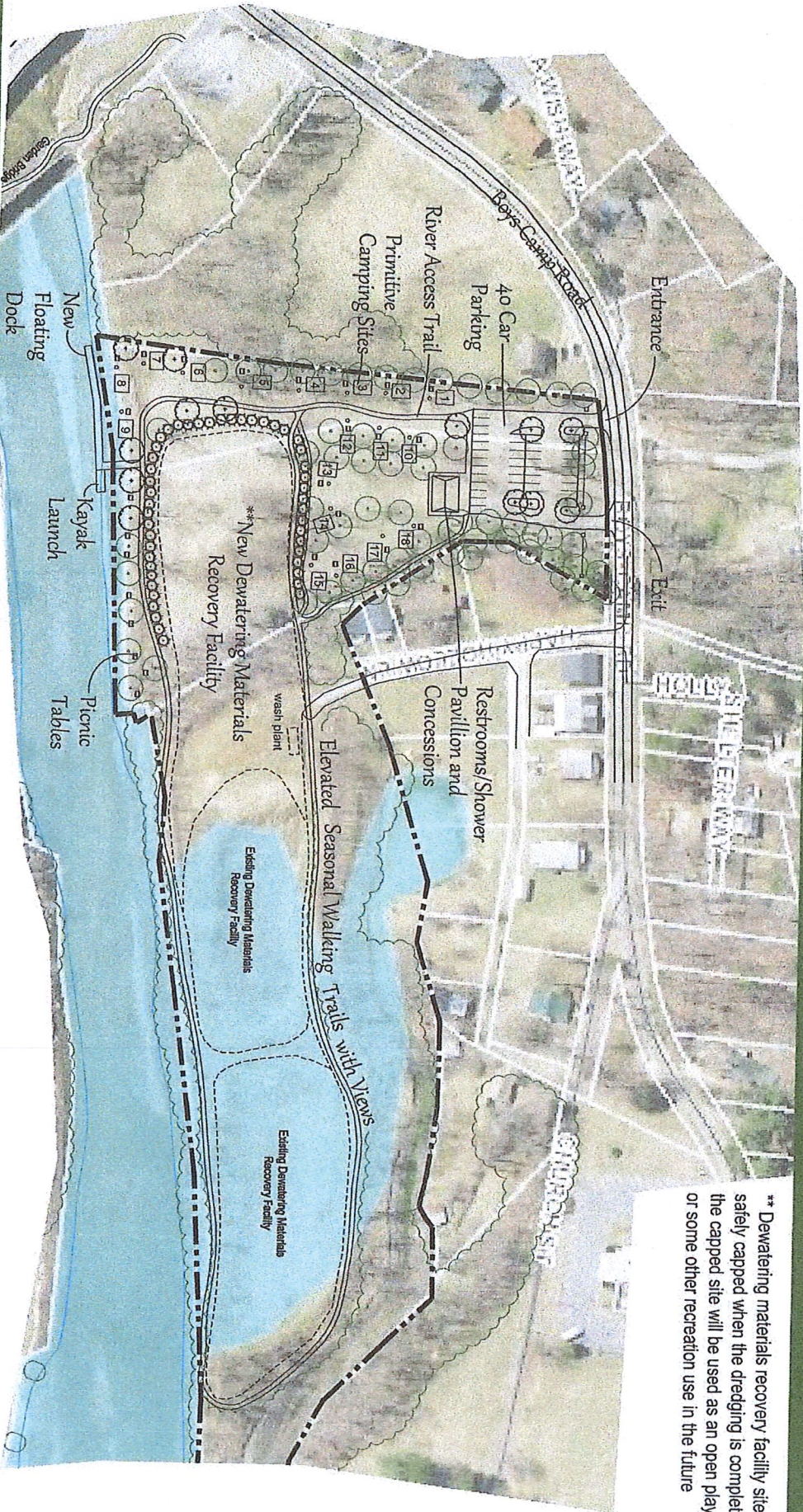
The Town of Lake Lure respectfully requests that Village of Chimney Rock grant the Town of Lake Lure a Variance, pursuant to § 153.044, from the Village of Chimney Rock Flood Damage Protection Ordinance (to allow fill § 153.066(C)) for the purposes of creating and maintaining a municipally-owned dewatering basin to support the continuous dredging processes underway in Lake Lure. This basin will operate harmoniously adjacent to recreational uses that will be present on the rest of the property. It is the opinion of the Town of Lake Laure that the granting of this variance will serve critical need in the community, in that the establishment of this dewatering basin will enhance the ability to collect material from the river and lake, increasing the river and lake depths, directly affecting boater safety and carrying capacity for the respective bodies of water; as well as providing a direct recreational amenity to the community. The granting of the Variance, pursuant to engineering calculations will not result in an increase to flood levels. The granting of a Variance for this de-watering basin at this location is practicable as no feasible other location exists. This Variance request reflects engineering plans that have been reviewed and approved by the NC Department of Public Safety, and as such complies with State and Federal law. If granted this Variance, any structures located in the Special Flood Hazard Area will be elevated to the regulatory flood protection elevation or greater.

In summation, it should be noted that The Town of Lake Lure, through its master planning efforts have presented these planned amenities to the NC Parks and Recreation Trust Fund for a grant and that organization has already provided a favorable response to that application for the purposes of funding assistance.

Please see the accompanying planning documents and illustrations to assist you in your decision. We thank you for your time and consideration of this matter.

Town of Lake Lure Boys Camp Road

Concept Master Plan



** Dewatering materials recovery facility site will be safely capped when the dredging is completed and the capped site will be used as an open playing field or some other recreation use in the future

0' 50' 100' 200' 300'
Scale: 1" = 50'

October 31, 2018

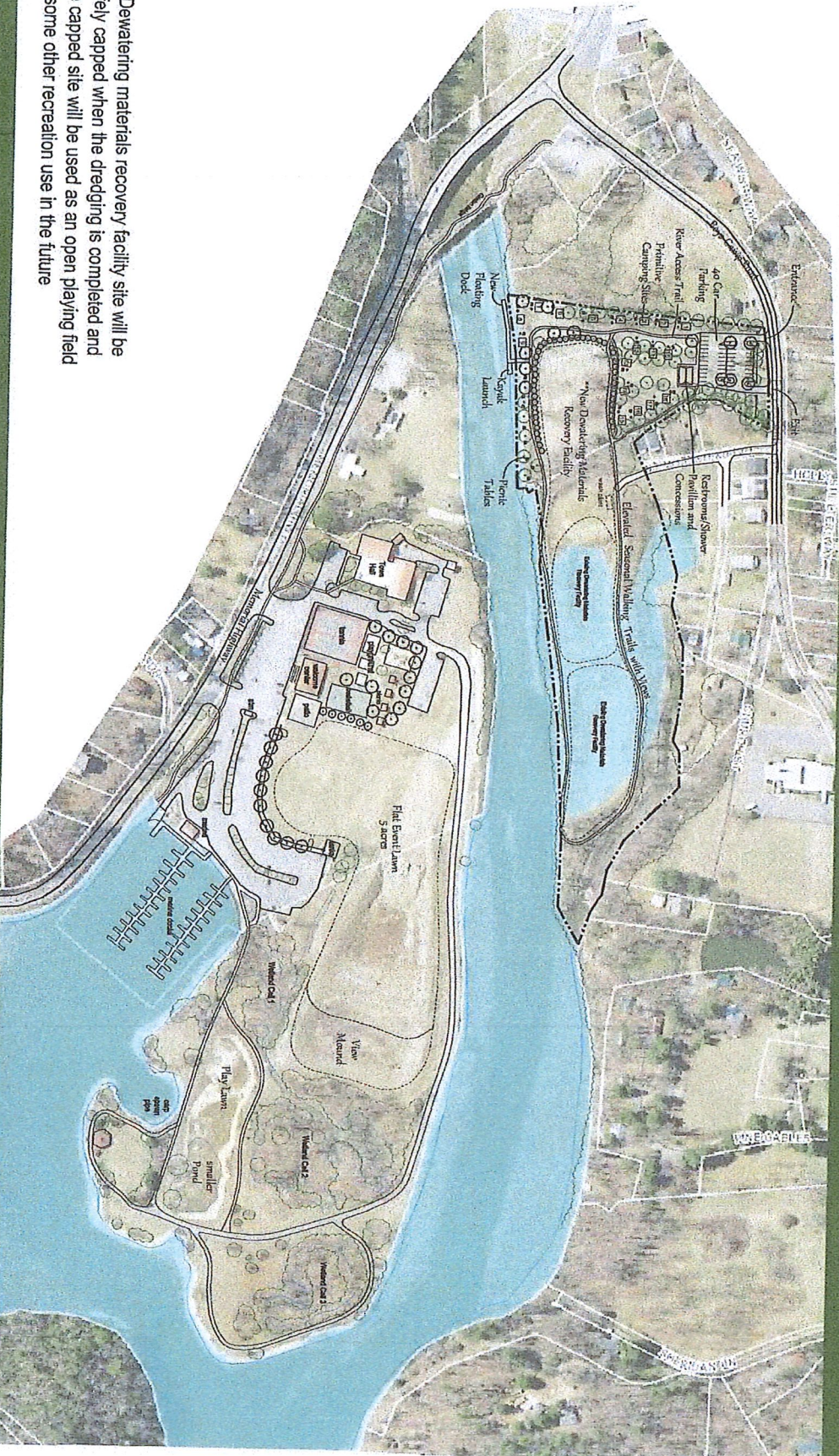


cds | CONSULTING DESIGN SERVICES
10000 W. 10th Ave., Suite 100
Denver, CO 80202
303.755.1234
www.cdsdesign.com

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Town of Lake Lure Boys Camp Road and Morse Park

Concept Master Plan



** Dewatering materials recovery facility site will be safely capped when the dredging is completed and the capped site will be used as an open playing field or some other recreation use in the future

0' 100' 200' 400' 600'
Scale: 1" = 100'

October 31, 2018



cds | CONSULTANTS
DESIGN SERVICES
10000 Lake Lure Road, Suite 100
Lake Lure, NC 28751
Phone: 828.288.1111
Fax: 828.288.1112
Email: info@cdsdesign.com

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ATTACHMENT E

Rutherford County, NC
270 N Toms St
Rutherfordton, NC 28139
Phone: (828) 287-6035

Permit

Issued: 4/3/2019

Expires: 09/30/2019

Permit NO. **ZONE-4-19-679**

Permit Type: Zoning
Work Classification: Flood Plain

Permit Status: Active

Zone: 02 - Chimney Rock

Parcel: 1648078

Project Address

176 Boys Camp Rd
Lake Lure, NC 28746-

Contacts

Applicant: Town of Lake Lure - (828)625-9983
Occupant: Town of Lake Lure - (828)625-9983

Contacts

Address

Phone

Town of Lake Lure

Lake Lure NC 28746-

(828)625-9983

Contractor(s)

Phone

Primary

Construction Details/Information

Description: Fill, grade, excavate, and dredge basin in SFHA at 176 Boys Camp Rd and also neighboring parcel 1648077

Total Sq Feet: 0

Inspection Requests:

For Inspections call: (828) 287-6035

Available Inspections

Inspection Type:

IVR

Fees Due**Amount**

Permit Fee

\$52.00

Total:**\$52.00**

Total	Amt Paid	Amt Due
\$52.00	\$ 52.00	\$ 0.00

Payment Type: Credit Card

I hereby certify that all information in this application is correct and all work will comply with the State Building Code and all other applicable State and Local Laws and Ordinances and Regulations. The Inspection Department will be notified of any changes in the approved plans and specifications for the project permitted herein. Request for an informal internal review in accordance with NC General Statutes may be requested only if issue cannot be resolved with the inspector of record. Contact the Senior Inspector at number listed on permit.

Ruth Sams

Issued By: Rutherford County, NC

April 03, 2019

Date

Owner / Applicant / Contractor / Agent

April 03, 2019

Date

Applicant Copy

Wednesday, April 3, 2019

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Invoice

Rutherford County
270 N Toms St
Rutherfordton, NC 28139-
Phone: (828)287-6035 Fax: (828)287-6338

Return to:

Rutherford County
270 N Toms St
Rutherfordton, NC 28139-

Invoice Number: ZONE-4-19-31264

Invoice Date: April 03, 2019

Permit Number: ZONE-4-19-679

Bill To:

Town of Lake Lure
Town of Lake Lure
PO Box 125
Lake Lure, NC 28746-

Description: Fill, grade, excavate, and dredge basin in SFHA

Permit Type: Zoning / Work Classification: Flood Plain

Date	Fee Name	Fee Type	Fee Amount
04/03/2019	Permit Fee	Fixed	\$50.00
Total Fees Due:			\$50.00

