

MINUTES OF THE MEETING OF THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE
TUESDAY, APRIL 14, 1970

The regular meeting of the board of commissioners was held in the Town Hall at 7:30 o'clock p. m. on April 14, 1970. The following members of the board were present: J. Paul Wilson, Mayor; Robert B. Jones, Commissioner; and Woodrow Price, Commissioner. Hollis M. Owens, Jr., Town Attorney, was also present.

Mayor J. Paul Wilson called the meeting to order and the clerk read the minutes of the regular meeting held on February 10, 1970, the regular meeting held on March 10, 1970, and the minutes of a special meeting held on April 6, 1970. The minutes of all of these meetings were approved as written.

The Mayor reported to the board that the chandeliers in the dining room and in the living room of the Penn Memorial Lodge were missing. These lighting fixtures were in the lodge when the Isothermal Community College Faculty Club was allowed to occupy the said lodge until such time as the Town of Lake Lure had an opportunity to lease said lodge. Commissioner Robert B. Jones volunteered to contact Jimmy Lee Hall, a member of the College Faculty Club, and to advise him that the fixtures are missing and to ask Mr. Hall to try to determine who has possession of said fixtures and to make an effort to get them returned.

The clerk advised the board that Dr. Herman Sorkey had tendered a check in the amount of \$150.00 for April, 1970, rent on the Penn Memorial Lodge according to the lease agreement entered into between the Town of Lake Lure and the said Herman Sorkey. Upon motion of Commissioner Jones, seconded by Commissioner Price, and unanimously adopted, the clerk was instructed to deposit said check in the Town of Lake Lure General Fund.

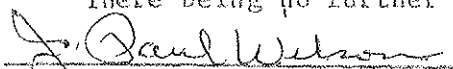
The Clerk advised the board that she had received information that under certain circumstances, the State of North Carolina will pay 60% of any increase in salary granted to police officers by municipalities. Upon motion of Commissioner Price, seconded by commissioner Jones, and unanimously adopted, the board voted to increase the salary of Walter Lee Pye, Police Officer of the Town of Lake Lure by \$100.00 per month, provided the State of North Carolina will pay 60% of said increase, and the Clerk was instructed to determine whether the State will actually pay the said 60% of said increase. The matter of employing additional personnel for the summer season was discussed, and after discussion, upon motion of Commissioner Jones, seconded by Commissioner Price, and unanimously adopted the board voted to employ Joey Buchanan and James Neal Walker as life guards; Erby McClure as gatekeeper and relief life guard; and Ann Cranford Dana as operator of the beachhouse.

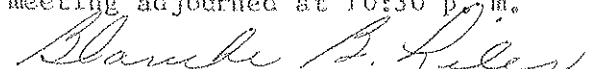
The matter of advertising for lease to the highest bidder certain real property owned by the Town of Lake Lure lying between the old Rocky Broad River Run and U. S. Highway 74, was discussed by the board. In the discussion, it was brought out that this particular real property is not now being used for municipal purposes and is producing no income.

At the end of the discussion, Commissioner Jones moved, seconded by Commissioner Price, that the resolution appended hereto be adopted.

The following commissioners voted in the affirmative: J. Paul Wilson, Mayor; Robert B. Jones, Commissioner; Woodrow Price, Commissioner.

The following commissioners voted in the negative: None.
There being no further business the meeting adjourned at 10:30 p. m.


Mayor


Town Clerk

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF LAKE LURE:

That the Board of Commissioners hereby finds, determines and declares that a tract of land owned by the Town of Lake Lure, and more particularly described as follows:

Situate, lying and being in Chimney Rock Township, Rutherford County, North Carolina, within the corporate limits of the Town of Lake Lure and more particularly described as follows:

BEGINNING on a two inch iron pin in the 992 foot contour line, and in the east margin of the right of way of U. S. Highway No. 74 at a point where said contour line intersects the said right of way and running thence North 38 deg. 38 min. East 470 feet to the center of the old Rocky Broad River Run; thence North 65 deg. 45 min. West 1100 feet to the east corner of a sand bin located in the old Rocky Broad River Run; thence due South 350 feet more or less to a stake in the 992 foot contour line, said stake being located about 105 feet North of the northern margin of the right of way of U. S. Highway No. 74; and approximately 75 feet from the northeast corner of a small house owned by Sidney Nelson; thence with the 992 foot contour line and the northern margin of the right of way of U. S. Highway No. 74 in a southeasterly direction 900 feet, more or less, back to the point and place of the beginning; together with all buildings and structures located on said parcel of land.

is not now being used for municipal purposes and that public interest and necessity demands the lease of the municipally owned real property hereinabove described, together with all buildings and structures located on said parcel of land.

That the property hereinabove described be offered for lease to the highest bidder, after due advertisement pursuant to Section 160-59 of the General Statutes of North Carolina, upon the following terms and conditions:

- (1) The property shall be leased for a term of six (6) months, beginning June 1, 1970 and expiring December 31, 1970.
- (2) The total rent to be paid by the Lessee for said property shall be an amount not less than One Thousand Five Hundred (\$1,500.00) Dollars, and said rent shall be payable in three equal installments as follows: 1/3rd of the total rent to be paid upon the execution of said lease; 1/3rd thereof on or before August 1, 1970; and 1/3rd thereof on or before October 1, 1970.
- (3) Before occupying the property above described, or any part thereof, the Lessee shall furnish public liability insurance specifically protecting the Town of Lake Lure in the amount of not less than \$100,000, with some reliable Company approved by the Town, and the policy shall be placed in the hands of the Town Clerk with evidence that the premium is fully paid before the property or any portion thereof, is occupied by the Lessee.
- (4) In addition to the liability insurance policy hereinabove mentioned, the Lessee shall hold the Town of Lake Lure harmless from any claims or lawsuits whatsoever arising out of the operation of the premises.
- (5) If the property shall be destroyed by fire, flood or other casualty, the Lease shall immediately terminate.
- (6) In the event bankruptcy or any other insolvency proceedings are filed against the Lessee in any court, the lease shall immediately terminate and Lessor shall have the right to at once resume possession of the

- (8) Any taxes or assessments which may become due during the term of the lease shall be paid by the Lessee.
- (9) The Lessee shall accept the premises to be leased in the physical condition in which the same are now and the Town of Lake Lure shall be under no obligation whatever to make any repairs or replacements to said premises during the term of said lease.

Throughout the term of the lease, Lessee will take good care of the demised premises and appurtenances and suffer no waste or injury; make all repairs, structural and otherwise, both inside and outside, in and about the demised premises and fixtures and appurtenances, necessary to preserve them in good order and condition, which repairs shall be, in quality and class, equal to the original work, and, at the end of the term (without any additional notice on the part of the Lessor), quit and surrender the demised premises in as good order and condition as they were at the beginning of the term, reasonable wear and tear and damages by the elements excepted.

The Lessee shall have and will assume all duties and obligations with relation to the demised premises and buildings that may be standing or hereafter erected thereon during the term of the lease, and also the maintenance and operation thereof, as if the Lessee were also the owner and Lessor, so that, no matter from what source arising, if anything shall be ordered or required to be done, or omitted to be done, in, on or about the said premises and/or the buildings and improvements thereon, all shall be done and fulfilled at the sole expense and responsibility of the Lessee and without any expense or liability whatever to or on the part of the Town of Lake Lure.

- (10) If any of the provisions of the lease are violated by the Lessee, the lease shall immediately terminate and the Town of Lake Lure shall be authorized to immediately re-enter and take possession of the property without giving any notice and without having to resort to any legal proceedings.

NOW, THEREFORE, the Town Clerk is hereby authorized, order and directed to comply with the provisions of Section 160-59 of the General Statutes of North Carolina and to advertise, pursuant to said statute, the fact that the above described property will be offered for lease to the highest bidder upon the terms and conditions hereinabove set out, and to include in said advertisement the fact that the Town of Lake Lure reserves the right to reject any and all bids.