

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, May 14, 2013



Mayor Bob Keith

Commissioner John Moore

Commissioner Mary Ann Silvey

Commissioner Diane Barrett

Commissioner Bob Cameron



REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL

May 14, 2013

7:00 p.m.

Lake Lure Municipal Center

AGENDA

1. Call to Order Mayor
Bob Keith
2. Invocation Attorney
Chris Callahan
3. Pledge of Allegiance
4. Approve the Agenda Council
5. Public Forum: *The public is invited to speak on any non-agenda and/or consent agenda topics. Comments should be limited to less than five minutes.*
6. Staff Reports
7. Council Liaison Reports & Comments
8. Consent Agenda:
 - a. Approve Minutes of the April 9, 2013 (Regular Meeting) and April 24, 2013 (Special Meeting)
 - b. Approve a Request Submitted by Tom McKay on Behalf of the Board of Directors of the Lake Lure Dragon Boat Race to Use Town Property on June 15, 2013 for the 6th Annual Dragon Boat Race and Festival. Also, Suspend the Town's Peddling Ordinance for the Event
9. Unfinished Business:
 - a. Other Unfinished Business
10. New Business:

Page 2 – Town Council Meeting Agenda
May 14, 2013

- a. Consider Approval of Proposed Signs for the Lake Lure and Blue Ridge Foothills Welcome Center
 - b. Consider Approval of an Agreement Between the Town of Lake Lure and 4 Guys, Inc. Concerning Purchase of Fire Department Equipment. Also, Consider Authorizing the Town Manager to Execute this Document on Behalf of the Town of Lake Lure
 - c. Consider Approval of a Recommendation from the Town of Lake Lure Parks and Recreation Board Concerning a Policy for Placement of Memorials on Town Property
 - d. Appoint Members to Serve on the Rutherford County Enhanced Recycling Promotion Committee
 - e. Consider Approval of a Lease Agreement with Duke Energy Concerning Placement of Communication Antennas
11. Adjournment

Agenda Item: 8a

**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, APRIL 9, 2013, 7:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Bob Keith
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner John W. Moore
Commissioner Diane Barrett

Christopher Braund, Town Manager
J. Christopher Callahan, Town Attorney

ABSENT: N/A

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 7:00 p.m.

INVOCATION

Attorney Chris Callahan gave the invocation.

PLEDGE OF ALLEGIANCE

Council members led the pledge of allegiance.

APPROVE THE AGENDA

Commissioner Bob Cameron made a motion to approve the agenda as amended adding discussion concerning an Ironman proposal as item 10f. Commissioner Diane Barrett seconded the motion and the vote of approval was unanimous.

PUBLIC FORUM

Mayor Bob Keith invited the audience to speak on any non-agenda items and/or consent agenda topics. No one requested to speak.

**PRESENTATION OF AN AWARD OF APPRECIATION AND PROCLAMATION
HONORING RETIRED CHIMNEY ROCK VOLUNTEER FIRE DEPARTMENT CHIEF
BUCK MELISKI**

Mayor Bob Keith presented a proclamation and an award of appreciation on behalf of Town Council to Buck Meliski for serving Chimney Rock, Lake Lure, and surrounding territories for over 30 years as Chief of the Chimney Rock Volunteer Fire Department.

STAFF REPORTS

Town Manager Chris Braund presented the town manager's report dated April 9, 2013. (Copy of the town manager's report is attached.)

COUNCIL LIAISON REPORTS & COMMENTS

Commissioner Diane Barrett stated that the Parks and Recreation Board did not meet in the past month, but they will meet on Thursday, April 11th.

Commissioner John Moore reported on the activities of Zoning and Planning Board.

Mayor Bob Keith reported the activities of the Lake Advisory Board.

Commissioner Mary Ann Silvey reported on the activities of the Lake Lure Classical Academy School Board and the Lake Lure ABC Board.

Commissioner Bob Cameron reported on the activities of the Lake Lure Board of Adjustment/Lake Structures Appeal Board.

CONSENT AGENDA

Mayor Bob Keith presented the consent agenda and asked if any items should be removed before calling for action.

Commissioner Diane Barrett moved, seconded by Commissioner Bob Cameron, to approve the consent agenda as presented. Therefore, the consent agenda incorporating the following items was unanimously approved:

- a. Approve Minutes of the March 12, 2013 (Regular Meeting) and March 8, 2013 (Special Meeting); and

Page 3- Minutes of the April 9, 2013 Regular Council Meeting

- b. Approve a Budget Amendment as Submitted by Finance Director Sam Karr to Move \$6,326.83 from "Fire Department Donations" (#10-213350) into "Brush Truck Account" (#10-80000-532) as outline in memo dated February 8, 2013.

End of Consent Agenda.

UNFINISHED BUSINESS:

a. OTHER UNFINISHED BUSINESS

There was no other unfinished business.

NEW BUSINESS:

a. PRESENTATION OF MARKET ASSESSMENT AND BRANDING DEVELOPMENT PROJECT

Community Development Director Shannon Baldwin recognized the work of Town of Lake Lure – Chimney Rock Village Market Assessment, Brand Development & Marketing Plan Project Steering Committee members and read into the record a memo from Andy Bell, chairman of the committee, concerning the market assessment and brand development project.

Tee Coker, representing Arnett Muldrow, gave a presentation outlining the results of the market assessment and brand development project.

NEW BUSINESS:

b. CONSIDER ADOPTION OF RESOLUTION NO. 13-04-09 ADOPTING THE REPORTS, CATALOGS, AND RECOMMENDATIONS FROM THE MARKET ASSESSMENT, BRAND DEVELOPMENT, AND MARKETING PLAN PROJECT PREPARED BY THE STEERING COMMITTEE APPOINTED BY RESOLUTION 13-04-09

After discussion, Commissioner Diane Barrett made a motion to adopt Resolution No. 13-04-09. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

RESOLUTION NO. 13-04-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE LURE ADOPTING THE REPORTS, CATALOGS, AND RECOMMENDATIONS FROM THE

**MARKET ASSESSMENT, BRAND DEVELOPMENT AND
MARKETING PLAN PROJECT PREPARED BY THE
STEERING COMMITTEE APPOINTED BY RESOLUTION
12-08-14**

WHEREAS, the Town of Lake Lure and Chimney Rock Village understands the need to partner in identifying and securing common interests; and

WHEREAS, the Town of Lake Lure and Chimney Rock Village jointly initiated a Market Assessment, Brand Development, and Marketing Plan project to facilitate sustainable economic growth and development for both municipalities well into the future; and

WHEREAS, this project has created good will and stronger friendships between the Town of Lake Lure, Chimney Rock Village, Rutherford County, and Chimney Rock State Park; and

WHEREAS, the Town of Lake Lure will use the information gathered from this project to refine the Town Center Master Plan per ED-1-3.1 of the 2007-2027 Comprehensive Plan, and to launch useful initiatives in support of the Lake Lure Town Center, economic development in general, and residential population growth as desired; and

WHEREAS, the following Steering Committee was appointed via Resolution 12-08-14 from the Lake Lure – Chimney Rock Community to provide relevant input, general guidance, and periodic evaluations to facilitate forward progress relative to this project:

Andy Bell, Chair
Charlie Ellis
Diane Barrett
Adrienne Wallace
Barbara Meliski
Genevieve Helms
Paula Jordan

Tom McKay
Kay Dittmer
Michelle Yelton
James Ledgerwood
Bob Wald
Tommy Hartzog
Linda Turner

WHEREAS, Arnett - Muldrow was retained by the Lake Lure Town Council to work under the direct guidance of said Steering Committee during project; and

WHEREAS, multiple stakeholder interviews and thematic roundtable forums were held with persons from the business community, community organizations, and local governments of the Lake Lure, Chimney Rock Community, and Rutherford County; and

WHEREAS, zip code surveys were distributed in August and October 2012 to Lake Lure - Chimney Rock Community business owners to gain knowledge regarding customers' point of origin; and

Page 5- Minutes of the April 9, 2013 Regular Council Meeting

WHEREAS, Arnett – Muldrow conducted a community image building workshop that included focused roundtable discussion of marketing initiatives; and

WHEREAS, there exists a need to develop a prioritized project list and associated costs in the form of a multi-year budget; and

WHEREAS, there exists a need for ongoing oversight and an annual progress check on the implementation strategies and action plan; and

WHEREAS, there exists a need to institutionalize quality control through formal brand steward operations; and

WHEREAS, there exists a need to formally adopt and use the deliverables produced from the Market Assessment, Brand Development, and Marketing Plan project after completion;

NOW THEREFORE, BE IT RESOLVED, the Town of Lake Lure and Chimney Rock Village adopt the following documents as specified according to their titles:

- “Advertising Catalog”
- “Community Image Report” (Community Image Style Guide & Collateral Catalog)
- “Logo Thumbnail Catalog”
- “Market Findings and Recommendations Report”
- “Photo Thumbnail Catalog”
- ToLL Branding Implementation Overview

BE IT FURTHER RESOLVED, said Town of Lake Lure and Chimney Rock Village now creates a standing Community Marketing Committee (CMC) and invites the following *organizations to send a representative to serve on the CMC as it works to formulate a strategic plan for overseeing the use and oversight of documents, annual budgeting process, quality control operations via brand stewardship functions, and an annual progress check on the implementation strategies and action plan:

- Chimney Rock CDA
- Hickory Nut Chamber of Commerce
- Rutherford County TDA
- Rutherford County Board of Commissioners
- Rutherford County Economic Development Commission
- Rutherford County Airport Authority
- Chimney Rock State Park
- Rumbling Bald Resort
- Lake Lure Flowering Bridge

Page 6- Minutes of the April 9, 2013 Regular Council Meeting

- Rutherford County Chamber of Commerce

*Those willing to participate from these organizations will join other individuals appointed by TOLL and CRV to serve on the CMC.

Adopted this 9th day of April 2013

NEW BUSINESS:

c. CONSIDER ADOPTION OF RESOLUTION NO. 13-04-09A SUPPORTING GRANT FUNDING FOR MOUNTAIN AREA HEALTH EDUCATION CENTER (MAHEC)

Town Manager Chris Braund gave a brief overview and background concerning proposed Resolution No. 13-04-09A.

After discussion, Commissioner Bob Cameron made a motion to adopt Resolution No. 13-04-09A. Commissioner Diane Barrett seconded the motion and the vote of approval was unanimous.

RESOLUTION NO. 13-04-09A

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LAKE LURE SUPPORTING GRANT FUNDING FOR MOUNTAIN AREA HEALTH EDUCATION CENTER (MAHEC)

WHEREAS, the Town of Lake Lure assessed the demand for local medical services in 2006 by sending 2,992 surveys to all its property owners within the town limits to inquire about their desire for local medical service; and

WHEREAS, the Lake Lure property owners enthusiastically responded as evidenced by the 940 completed surveys received by the town resulting in a very high 31% return rate; and

WHEREAS, 65.6% of the respondents agreed that Lake Lure needs local medical offices and clinics; and

WHEREAS, 67.7% of the respondents agreed Lake Lure should work to attract medical providers; and

WHEREAS, 79% of the respondents favored adding healthcare facilities to the Lake Lure community; and

Page 7- Minutes of the April 9, 2013 Regular Council Meeting

WHEREAS, the Town of Lake Lure created and adopted the 2007-2027 Comprehensive Plan complete with a goal, objective and policy in keeping with the community response regarding the need for local medical service; and

WHEREAS, the 2007-2027 Comprehensive Plan, Community Services and Facilities Section, SF Goal 2, Objective SF-2-1, Policy SF-2-1.4 specifies that the Town of Lake Lure should facilitate an adequate system of community services to improve the community's welfare by communicating with area healthcare providers to increase awareness of the community's desire for medical services and facilities; and

WHEREAS, the Town of Lake Lure and partners have been communicating accordingly and facilitating site location and approvals for local medical service for the community; and

WHEREAS, the Town of Lake Lure and Mountain Area Health Education Center (MAHEC) have developed a relationship to address medical services and facilities for the community; and **WHEREAS**, MAHEC has committed to establishing a primary care community health facility in the Town of Lake Lure for the local community and surrounding areas on a site located NC 9 close to the intersection of US 64/74A; and

WHEREAS, the Golden Leaf Foundation now offers a \$175,000 grant of support for the establishment of this facility in the Town of Lake Lure and requires a direct financial contribution to the project by the Town of Lake Lure.

NOW THEREFORE BE IT RESOLVED, the Town of Lake Lure will commit to investing \$17,500 to facilitate securing the needs of community relative to as expressed in the 2006 survey and as outlined in the 2007-2027 Comprehensive Plan in partnership with MAHEC.

NEW BUSINESS:

d. CONSIDER ADOPTION OF RESOLUTION NO. 13-04-09B APPROVING FORGIVENESS OF A \$342,500 GENERAL FUND LOAN TO WATER & SEWER FUND

Town Manager Chris Braund gave a brief overview and background concerning proposed Resolution No. 13-04-09B.

After discussion, Commission Bob Cameron made a motion to adopt Resolution No. 13-04-09B as presented. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

RESOLUTION NO. 13-04-09B

A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF LAKE LURE, NORTH CAROLINA, APPROVING A LOAN FORGIVENESS OF \$342,500 GENERAL FUND LOAN TO WATER & SEWER FUND

WHEREAS, the Town of Lake Lure, North Carolina is a duly and regularly created, organized and validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina; and

WHEREAS, in 2008, the town transferred \$342,000 from the General Fund to the Water-Sewer Fund to help cover the cost of sewer repairs and upgrades required by the State of North Carolina under a Special Order by Consent; and

WHEREAS, although this transfer was classified as an interfund loan, the Water-Sewer Fund has not had sufficient resources to repay this loan, nor is it projected to be able to do so for some time because of continued operational challenges and a small customer rate base; and

WHEREAS, the Town acknowledges it has made rate increases of 3% each year for both water and sewer since FY 2008 (except for FY 2010) bringing the Town's rate schedule above most of its peers; and

WHEREAS, the Town acknowledges that it has potential cash flow problems in the Water & Sewer Fund and has made steps in cutting salaries in the fund; and

WHEREAS, the Town acknowledges that it has spent monies in Sewer to support changing over from a chemical treatment process to a biological; and

WHEREAS, Water & Sewer Fund has repaid the General Fund \$35,200 from settlement money it received in FY 2011 to cover attorney cost; and

WHEREAS, the Town Council, of the Town of Lake Lure, North Carolina, hereby determines that it is in the best interest of the Town to forgive a General Fund \$342,500 interfund loan to the Water & Sewer Fund; and

WHEREAS, the Town hereby determines that the loan forgiveness is essential to the Town's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that will permit the Town to carry out public functions that it is authorized by law to perform; and

WHEREAS, the Town hereby determines that, at present time, the loan write off has no negative effect on the General Fund or no property tax increases will be required and would have a positive effect on the Water & Sewer Fund balance sheet; and

Page 9- Minutes of the April 9, 2013 Regular Council Meeting

WHEREAS, the Town hereby determines that the Water & Sewer Fund has direct influence on the Town as a whole in regards to infrastructure, which has a positive influence in helping bring potential customers and businesses into the community; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL, TOWN OF LAKE LURE, NORTH CAROLINA, AS FOLLOWS:

The motion to adopt this Resolution was made by Council Member Bob Cameron ; seconded by Council Member Mary Ann Silvey , and was passed unanimously by those members present at the meeting of the Town Council, Lake Lure, North Carolina, held on the 9th day of April, 2013.

NEW BUSINESS:

e. CONSIDER APPROVAL OF AN EASEMENT AGREEMENT BETWEEN RUMBLING BALD RESORT AND THE TOWN OF LAKE LURE FOR TRAIL BUILDING, MAINTENANCE AND ACCESS IN THE VICINITY OF BUFFALO CREEK PARK. ALSO, CONSIDER AUTHORIZING TOWN MANAGER CHRIS BRAUND TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN

Town Manager Chris Braund gave an overview of a proposed easement agreement between the town and Rumbling Bald Resort for trail building, maintenance and access in the vicinity of Buffalo Creek Park.

After discussion Commissioner Diane Barrett made a motion to approve the easement agreement between Rumbling Bald Resort and the Town of Lake Lure for trail building, maintenance and access in the vicinity of Buffalo Creek Park and authorize Town Manager Chris Braund to execute the agreement on behalf of the town. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

NEW BUSINESS:

f. CONSIDER APPROVAL OF AN IRONMAN PROPOSAL

Town Manager Chris Braund presented a proposal requesting that Asheville and Lake Lure be considered as a candidate for hosting the Ironman. (Copy of the proposal is attached.)

After discussion, Commissioner Bob Cameron made a motion to support the presented Ironman race proposal. Commissioner Diane Barrett seconded the motion and the vote of approval was unanimous.

ADJOURN THE MEETING

With no further items of discussion, Commissioner Diane Barrett made a motion to adjourn the meeting at 8:41 p.m. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea H. Calvert
Town Clerk

Mayor Bob Keith

MINUTES OF THE SPECIAL BUDGET MEETING OF THE LAKE LURE TOWN COUNCIL HELD THURSDAY, APRIL 24, 2013, 9:00 A.M. AT THE LAKE LURE MUNICIPAL CENTER

PRESENT: Mayor Bob Keith
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner John W. Moore
Commissioner Diane Barrett

Christopher Braund, Town Manager
Sam Karr, Finance Director
Thadd Hodge, Accountant

ABSENT: J. Christopher Callahan, Town Attorney

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 9:00 a.m.

INVOCATION

Mayor Bob Keith gave the invocation.

APPROVE THE AGENDA

A motion was made by Commissioner Mary Ann Silvey to amend the agenda to include a closed session. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

CLOSED SESSION – ATTORNEY CLIENT PRIVILEGE

A motion was made by Commissioner Mary Ann Silvey to enter into closed session in accordance with G.S. 143-318.11(a)(6) to discuss personnel matters. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

Council members invited Chris Braund, Anita Taylor and Eric Hester to attend the closed session portion of the meeting.

While in closed session, council members voted to seal the minutes of the closed session meeting in order to avoid frustrating the purpose of the closed session.

With no further items of discussion in closed session, Commissioner Bob Cameron made

Page 2 - Minutes of the April 24, 2013 Special Meeting of the Town of Lake Lure Council

a motion to come out of the closed session meeting and re-enter the regular session of the town council meeting. Commissioner Diane Barrett seconded the motion and the vote of approval was unanimous.

REVIEW AND DISCUSSION OF THE DRAFT BUDGET FOR FISCAL YEAR 2013-2014

Town Manager Chris Braund and Finance Director Sam Karr gave an overview of preliminary budget items for fiscal year 2013-2014.

Council members discussed the preliminary budget for fiscal year 2013-2014.

Commissioner Bob Cameron made a motion to request that the Lake Advisory Board contact the university system and bring a recommendation for possible university assistance with the dredging program. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

After further discussion, council member agreed to work with the town clerk to schedule another special budget meeting.

ADJOURN THE MEETING

With no further items of discussion, Commissioner Bob Cameron made a motion to adjourn the meeting 3:00 p.m. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea Calvert
Town Clerk

Mayor Bob Keith

Agenda Item: 10a

LAKE LURE
& THE BLUE RIDGE
FOOTHILLS
RUTHERFORD COUNTY, NC

May 6, 2013

To The Lake Lure Town Council:

As we continue the renovations of the Welcome Center, we have also continued to refine all of the interpretive and signage pieces. We are excited to present to you two critical elements to this portion of the project.

The building identity sign is intended to elegantly integrate and reinforce a number of local architectural elements. The pergolas to which the identity sign is attached repeat the pergolas found in the Marina. The identity sign itself is an arch which echoes the Mediterranean arch (which is also found throughout the design of the Welcome Center). This arch is made of a metal which then references other metal elements found in Lake Lure and throughout Rutherford County, including the "mini" Welcome Centers of the TDA. (For example, please refer to the Mobile Welcome Center currently in use during this construction period.)

These elements work in harmony to create a sign that draws the visitor not only to the Welcome Center, but also, in turn, to all of our local tourism businesses.

The specifics: this building identity sign will be installed 15'-2" above ground (to top of sign) on top of a decorative black metal arch. The arch will be mounted on top of the two wooden pergolas located on either side of the main entry walk. The proposed sign material is high-density urethane and will be white letters on a blue background.

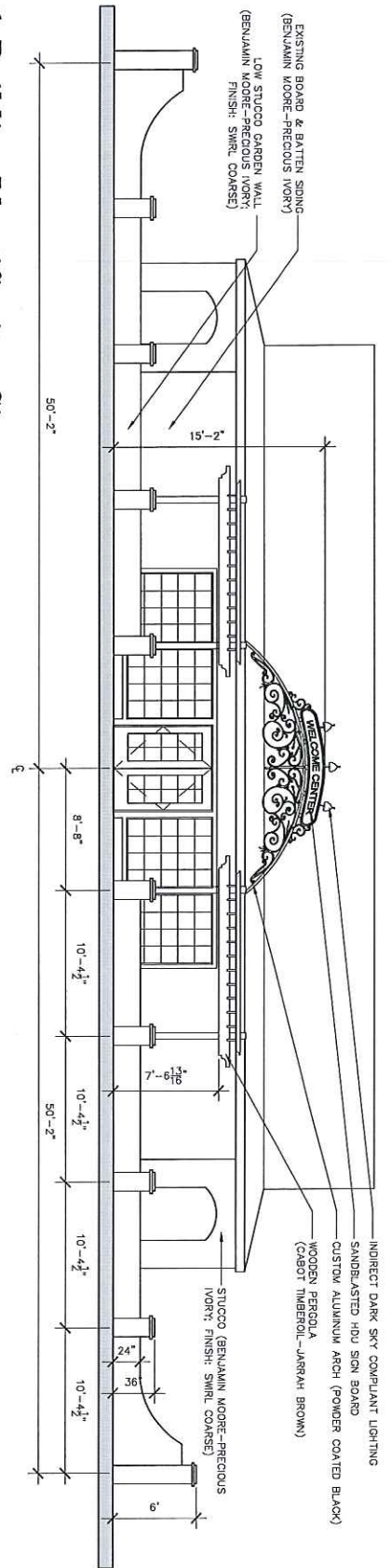
The interpretive signs found in the courtyard will feature historical, geological, and biological information particular to Lake Lure and Chimney Rock, and will serve visitors both during and after hours at the Welcome Center. These interpretive signs will be 24"x36" full color dibond. These will be mounted on black metal frames at a mounting height of 42", in order to tie in closely with the aesthetics of the identity sign.

As we move through this project, our excitement grows every day about what it will mean for the tourism interests of our area. We thank the Town of Lake Lure, again, for its continued partnership in this endeavor.

Sincerely,

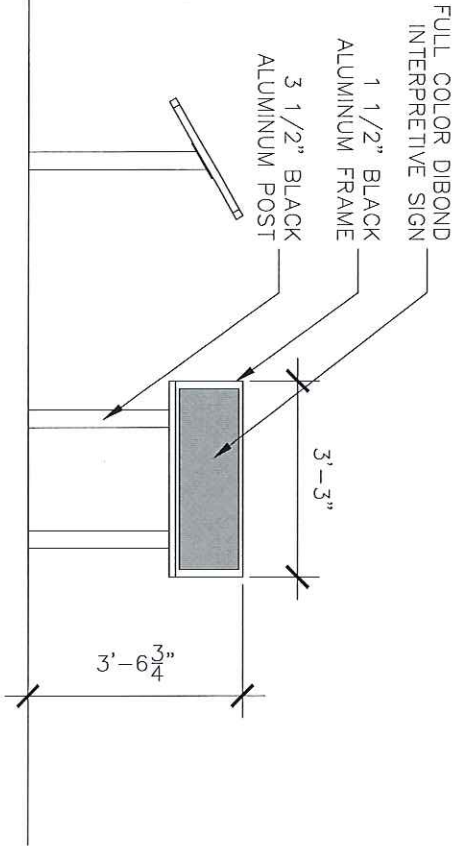


Michelle Whitaker
Rutherford County TDA Executive Director



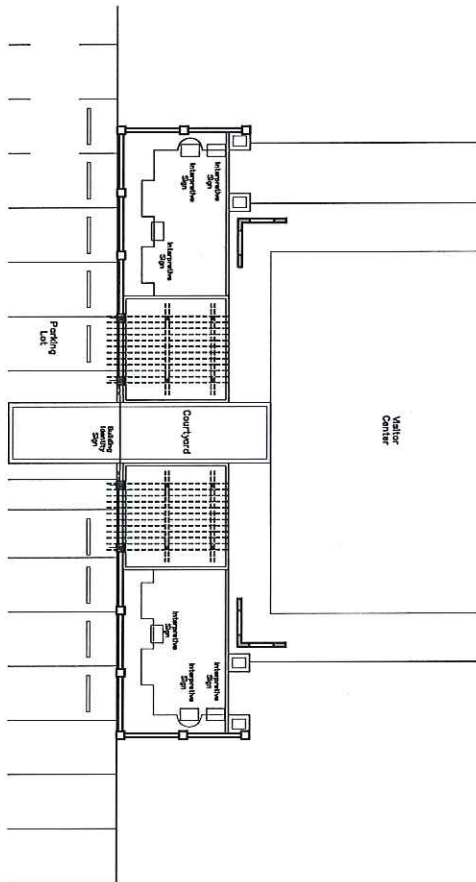
1 Building Identification Sign

Scale: 1/8" = 1'-0"



2 Interpretive Sign (Front Courtyard)

Scale: 1/2" = 1'-0"



3 Sign Location Key

Scale: 1" = 20'-0"

Agenda Item: 10b

AGREEMENT OF SALE

This agreement dated May __, 2013, made in duplicate between 4 Guys, Inc., a Pennsylvania Corporation, located at 230 Industrial Park Road, Meyersdale, PA 15552,

AND

LAKE LURE FIRE DEPARTMENT

P.O. Box 255
Lake Lure, NC 28746

WITNESSETH

In consideration of the terms and conditions set forth below, 4 Guys, Inc. and Buyer agree as follows:

4 Guys agrees to furnish Buyer, who agrees to buy a ***ONE (1) FOUR GUYS PUMPER/TANKER INSTALLED ON A SPARTAN MOTORS METRO STAR CAB AND CHASSIS***, in accordance with the revised bid specifications dated May 6th, 2013 inclusive of this contract and in accordance with the terms and conditions listed on the contract.

PRICES, TAXES, AND TERMS OF PAYMENT

Buyer shall pay as purchase price for the apparatus and/or equipment the sum of –

\$425,000.00 (In Dollars)

FOUR HUNDRED TWENTY FIVE THOUSAND DOLLARS 00/100 (In Words)

Including taxes as follows: “none”. Except as itemized, the purchase price does not include any excise, sales, use, or similar taxes. The amount of any such taxes which are payable on this transaction in accordance with provisions of any statute or the rules, regulations, or decisions of any taxing authority will be paid by the Buyer either directly to the taxing authority or by reimbursing 4 Guys. If the Buyer claims exemption from any such tax, Buyer agrees to furnish applicable exemption certificate (blank forms attached), and to save 4 Guys harmless from any such tax, together with any interest or penalty thereon, which may at any time be assessed against 4 Guys.

DELIVERY: Delivery shall be within 330 calendars days after receipt of signed contract, subject to all causes beyond our control.

Payment Terms: Spartan chassis payment of \$185,232.00 due within 15 days after chassis delivery to our factory.

Contingencies

4 Guys shall not be liable to Buyer for any loss or damage suffered by Buyer, directly or indirectly, as result of 4 Guys' failure to perform or delay in performing, any term or condition hereof where such failure or delay is caused by fires, labor troubles (including but not restricted to strikes or lockouts), wars, embargoes, government regulations or restrictions of any kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, inability to obtain materials and supplies, accidents, explosions, acts of god, or other causes of like or different character beyond company's control.

In the event that requirements for the vehicle described herein are imposed by law subsequent of the date hereof, any charge to comply with such requirements shall be borne by the Buyer.

Cancellation

This contract is subject to cancellation by Buyer only upon payment to company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by 4 Guys and 4 Guys' anticipated profit.

Entire agreement: amendments

This agreement, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of 4 Guys has any authority to make any representations, statement, warranties or agreements not herein expressed, and all modifications or amendments of this agreement, including appendices, must be in writing signed by authorized representatives of each of the parties hereto.

Severability

If any part hereof is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited invalid, but remainder shall not be invalidated and shall be given effect so far as possible.

In witness whereof, Buyer and 4 Guys have caused this contract to be executed by their duly authorized representatives, this ____ day of May, 2013.

(Buyer's Registered Name)

(Address)

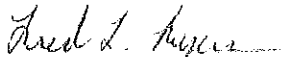
(Name & Telephone Number of Contact Person)

Signature of Authorized Representative of Buyer _____
Printed or Typed Name _____

Signature of Authorized Representative of Buyer _____
Printed or Typed Name _____

Note: Only one authorized signature is required. Additional signatures can be provided if required by purchasing authority.

Submitted By,



Fred L. Meyers
Sales Manager

Below to be completed by 4 Guys, Inc.

This proposal and contract is not a valid and binding obligation until accepted, dated, and approved at our principal place of business in Meyersdale, PA.

Accepted at Meyersdale, PA by

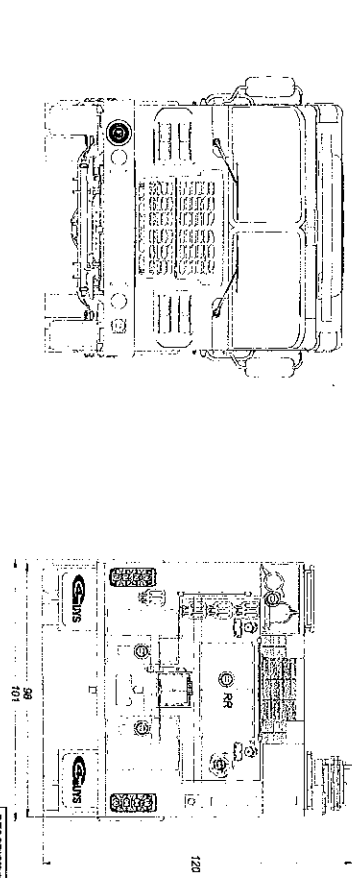
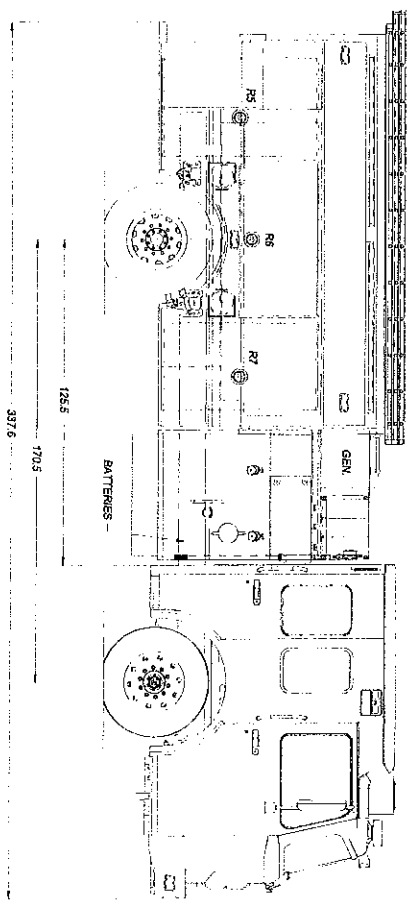
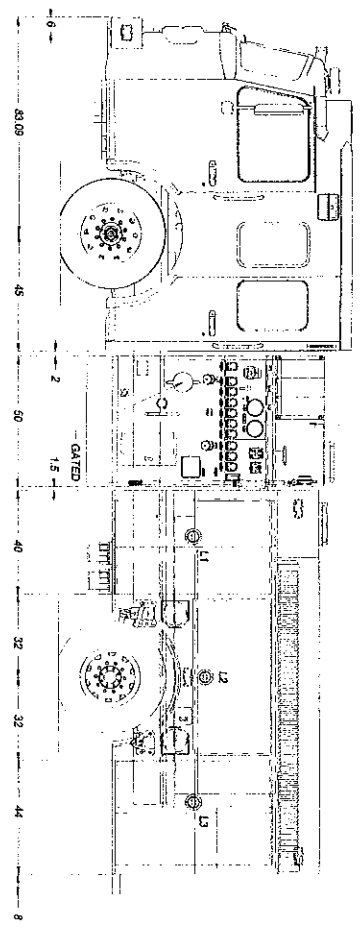
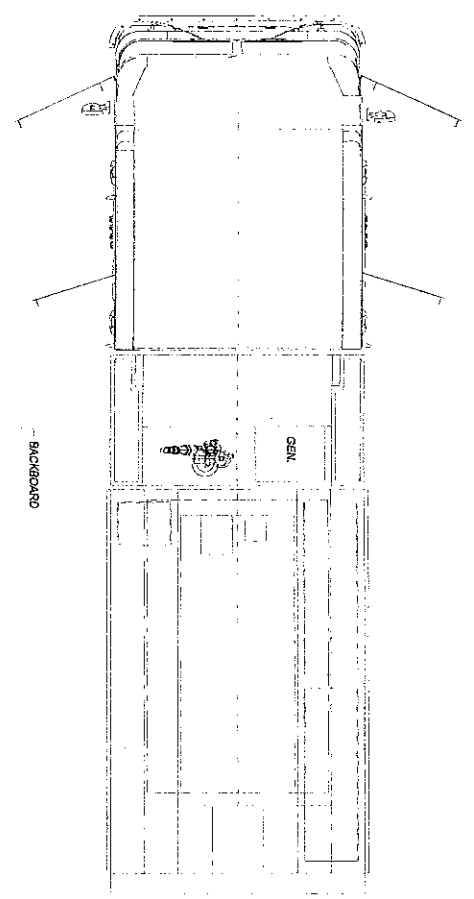
Signature _____
Printed or Type Name _____
Title _____

Date: _____

COMPARTMENT NO.	LOAD SHEETS WMA	DOOR OPENING	COMPARTMENT SIZE	CUBIC FEET
L1	59"	36.5"	59" x 36.5" x 29"	64
L2	59"	36.5"	59" x 36.5" x 29"	64
L3	59"	36.5"	59" x 36.5" x 29"	64
L4	59"	36.5"	59" x 36.5" x 29"	64
R1	59"	36.5"	59" x 36.5" x 29"	64
R2	59"	36.5"	59" x 36.5" x 29"	64
R3	59"	36.5"	59" x 36.5" x 29"	64
R4	59"	36.5"	59" x 36.5" x 29"	64
LEFT COIN COINS	59"	36.5"	59" x 36.5" x 29"	64
RIGHT COIN COINS	59"	36.5"	59" x 36.5" x 29"	64
REAR LOWER DOORS	59"	36.5"	59" x 36.5" x 29"	64
TOTAL				220.75

APPROVALS: Sales Rep.
Dealer
Date:
Fire Co. Rep.
Title:
Date:

NOTES:



DESCRIPTION	DATE	BY
REVISIONS		

CAB AND CHASSIS TYPE 2013 SPARTAN METRO STAR WB-171 CA-15.5 AXL RATING 16,000 27,000		LAKE LURE FIRE DEPT. FOUR GUYS INC. FIRE APPARATUS MFG. PENNSYLVANIA P.O. BOX 80 RD 20 INDUSTRIAL PARK RD. JEFFERSONDALE PA 15066-0080 814.654.8073 FAX 814.654.0076	
EQUIPMENT PUMP (MAKE) MCQUAY-NORTON 500 GPM TANK (SIZE) WAKEUP 1000 20 GENERATOR HONDA E6000 SVA		DATE: 17 APR 2013 DRAWING NO. VERSION 1 SCALE SHEET:	

DO NOT SCALE DRAWING. ALL DIMENSIONS SHOWN ARE SUBJECT TO ENGINEERING CHANGES DUE TO VARIATIONS IN CHASSIS DIMENSIONS. THIS DRAWING AND THE DATA SHOWN HEREIN ARE CONFIDENTIAL. NO PART OF THIS DRAWING OR DATA MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS WITHOUT THE WRITTEN PERMISSION OF FOUR GUYS INC. ALL DIMENSIONS SHOWN ARE IN INCHES UNLESS OTHERWISE NOTED.

Agenda Item: 10c



2 May 2013

From: Parks and Recreation Board
To: Chris Braund, Town Manager
Subject: Town Memorials policy recommendation

Last winter you requested that the Town staff inventory and locate the various memorial plaques that have been placed on Town property in the Town Center area over the years and tasked the Parks and Recreation Board to recommend a policy for future placement of any such memorials. A total of 20 such plaques were located, with all but five located in the Morse Park Gardens area. Four plaques are located in medians near the Arcade Building and engraved plaques listing contributors have been placed on the Pavilion and on a large stone near the children's playground respectively. An additional plaque is to be installed shortly at Washburn Marina to honor Dick and Bob Washburn's many years of volunteer service to the Town.

In Morse Park Gardens, a total of 10 small plaques on short pedestals were paid for by individuals and businesses either in cash or by a tree purchase. Four similar type plaques were placed apparently by Town action to recognize the service of four Town Council members who served during the period of 2001-2003—Jim Proctor, Lea Hullender, Blaine Cox, and George Pressley. Additionally, during the Town's 75th anniversary celebration activities, a walkway of engraved bricks was laid in Morse Park Gardens, with bricks paid by contributors to memorialize or recognize persons. Additionally, most recently, the Flowering Bridge Board has laid a Founder's Circle with engraved pavers paid for by contributors to the Flowering Bridge effort.

The Parks and Recommendation Board recommends the following policy be enacted covering the placement of memorials on Town property:

In order to control the proliferation of memorials on Town property, Individuals seeking to commemorate individuals, businesses, pets, etc. be offered the opportunity to purchase an engraved brick to be placed in the existing memorial walkway in Morse Park Gardens. The Board recommends a fee of \$200 per brick to cover costs of materials, engraving, and placement. When a larger project is being undertaken, such as a bridge, shelter, or other structure, names of contributors could be placed on an individual plaque by or on the structure.

Respectfully,


Ed Dittmer
Chairman

Agenda Item: 10d

Andi Calvert

From: Lake Lure Town Manager [townmgr@townoflakelure.com]
Sent: Monday, April 15, 2013 3:21 PM
To: Bob Cameron; Bob Cameron (town); Bob Keith; 'Bob Keith (town)'; Diane Barrett; Diane Barrett (town); John W. Moore; John W. Moore (town); Mary Ann Dotson; Mary Ann Silvey (town)
Cc: 'Valerie Hoffman'; 'Andi Calvert'; 'Shannon Baldwin'; 'Ken Jordan'
Subject: Rutherford County: Enhanced Recycling Promotion Committee

Council: please see the message below from the Rutherford County Commissioners. The county is implementing single-stream recycling collection in the fall, which means that recycling customers will no longer have to sort and separate their recyclables. They are also forming a new county-wide committee to promote recycling throughout the county.

They are asking each town council to appoint these representatives to the committee:

- 1) one elected official
- 2) one staff member
- 3) two citizens

We'll start to advertise to solicit interest in serving on this committee.

Thanks –

From: Hazel Haynes [mailto:Hazel.Haynes@rutherfordcountync.gov]
Sent: Monday, April 15, 2013 3:07 PM
To: Amy Hathaway (ahanaway@bellsouth.net); Andi Calvert (townclerk@townoflakelure.com); Angie Ownbey (angieo@nctv.com); Barbara Meliski; Cathy Swafford (spinfinance@bellsouth.net); Pat Hardage (townclerk@rutherfordton.net); emilysain@townofforestcity.com; Teresa Panther (tmp61@bellsouth.net)
Cc: James Kilgo; Carl Classen; Bill Eckler; Lake Lure Town Manager
Subject: Enhanced Recycling Promotion Committee

Good afternoon, Clerks,

As Rutherford County moves forward with enhanced (comingled; single-stream) recycling, letting the public know when, where and how to recycle will be critical to success. At their regular meeting held on April 1, the Rutherford County Commissioners formed the Enhanced Recycling Promotion Committee (ERPC) to effectively promote enhanced recycling in the County -- in both the unincorporated areas and in those municipalities that decide to provide curbside enhanced recycling. The Committee will be time-limited to two years (through June 30, 2015.) If there is a continuing need for the Committee after that date, it can be re-focused at that time.

The County formed a similar public education committee in the late 1980's - the Solid Waste Environment Education Program – when it moved from unmanned green boxes to manned convenience sites and the institution of a fee structure to pay for the convenience sites and drop-off at the landfill. The Board of Commissioners certainly appreciates the service of those members of the long-standing SWEEP and encourages these members to apply to become members of the ERPC.

The Rutherford County Commissioners appointed Commissioner Bill Eckler as Chairman of the ERPC. Also appointed to the committee were Solid Waste Director James Kilgo, Solid Waste Code Enforcement Officer Steve Nanney, and School Recycling Coordinator Frank Chyz. Five citizens from the unincorporated area of the county will be appointed to the committee by the Commissioners at their regular May meeting. Applications to serve as a member of ERPC from the unincorporated area can be found online at <http://www.rutherfordcountync.gov/boardsandcommissions> or at the

Rutherford County Office Building, 289 North Main Street, Rutherfordton, NC

The Board of Commissioners agreed to ask each participating municipality to appoint an elected official, a staff person, and two citizens to the ERPC. Please share this information and request with your council members and your manager. When members are appointed, please provide the contact information for these appointees to

hazel.haynes@rutherfordcountync.gov.

Please let me know if you have questions.

Hazel Haynes,
Clerk to the Board

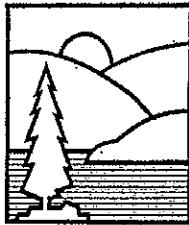
Pursuant to North Carolina General Statutes, Chapter 132, et. seq., this electronic mail message and any attachment hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to requests for review.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2012.0.2240 / Virus Database: 2641/5746 - Release Date: 04/15/13

Agenda Item: 10e



Incorporated 1927

TOWN OF LAKE LURE

Office of the Town Manager

TO: Mayor and Commissioners
FROM: Chris Braund
DATE: May 7, 2013

RE: Water Tower – Telecommunications Lease with Duke Energy

For your review and consideration is an attached packet that includes a lease agreement whereby the Town will authorize Duke Energy to mount communication antennas on the water tower catwalk and Duke will pay the town a monthly fee for this privilege. Engineering drawings and pictures are included as well.

Here's a summary of the proposal, which I recommend that the council approve. This proposal is also supported by Ron Morgan, Fire Chief, and Tony Hennessee, Director of Public Works.

Duke's Objectives

Duke energy has difficulty keeping radio contact with their maintenance crews when they are working on power lines in the area. They are looking to fix this by installing a radio repeater site at our water tower. It's cheaper for them to lease space on our tower than to build a new tower. We've seen that, during power outages and emergencies, Duke's crews are often delayed because the dispatchers can't reach them in the area.

Town's Objectives

Since the construction of the water tower, the only communication equipment that we've installed on it has been repeaters for our fire department radios and a pilot test of residential wireless internet service. Most towns make extensive use of their water towers as a revenue-generating transmitter site. We pay about \$8,000 per year on a maintenance contract for the water tower, but do not yet have any offsetting revenue. We also don't have a clean way of running multiple communication cables up to the catwalk...the current cabling is strapped to the access ladder. We'd like to add the appropriate cable-routing and radio-mounting apparatus to make it easier for future customers to install their equipment on the tower. Lastly, by supporting the enhancement of Duke's radio communications, we expect to receive better service.

In this deal, Duke gets:

- Permission to build a control panel at the base of the tower (they'll provide their own electricity for their equipment)
- Permission to install two pieces of equipment underneath the catwalk
- A five year lease with two 5-year options

In this deal, the Town gets:

- Duke to pay for the installation of \$17,000 worth of improvements to the tower that will (1) move the fire repeater radios off of the catwalk and higher up the tower on a new antenna mounting system and (2) build a pipe scaffold up one leg that will support current and future

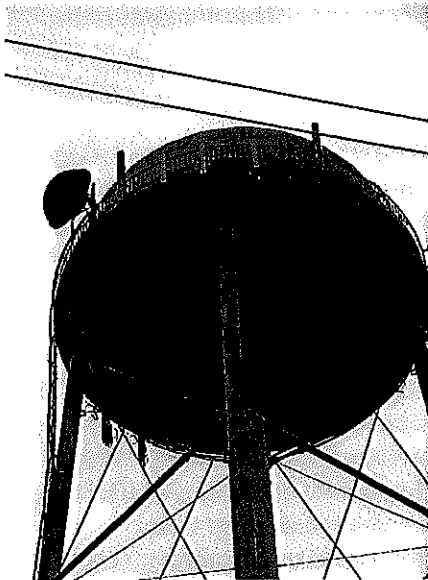
radio/cellular equipment. This work will be performed by Southern Corrosion, Inc., the firm that performs all of our tank maintenance.

- Duke will pay the town \$1,000 per month for the use of the tower site. This \$12,000 per year more than covers our annual maintenance cost, which will help our water-sewer operations budget.
- Better communication for Duke crews during power outages
- Readiness to offer the water tower space to other paying radio, internet and cellular customers.

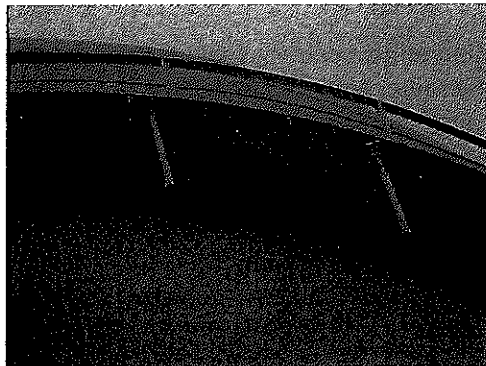
What will it look like:

- On the ground at the base of the tower, there will be another control panel, similar to one that already exists
- Existing cabling will be removed from the access ladder
- All cabling will be routed up the northeast tower leg on new transport pipe
- Two Duke antennas will be installed below the catwalk on new mounting tripods. The largest of these is a 6' wide dish – see the drawings page C7.01
- The fire department antenna will be relocated to a new mounting tripod near the top of the tower

Example of 6' antenna dish



Examples of below-catwalk mounting tripods



Examples of tripod mount on top of water tank



Please let me know if you have any questions.

Thanks –

Chris

A handwritten signature in black ink, appearing to be "Chris Callahan", written over the printed name.

Cc: Ron Morgan, Fire Chief
Tony Hennessee, Director of Public Works
Jeffrey Brown, Brown Consultants PA
Chris Callahan, Town Attorney



Duke Energy Corporation

Real Estate Services
400 South Tryon Center
Mail Code ST30C
Charlotte, NC 28201-1007

May 6, 2013

Lake Lure Town Manager
Chris Braund
2948 Memorial Highway
Lake Lure, NC 28746

Subject: Lease Agreement

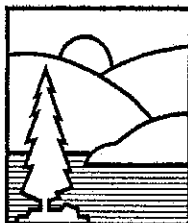
Chris, I think I have included everything needed for the council meeting on May 14, 2013. If I have missed something please let me know and I will get it to you ASAP.

Included:

- Engineer Drawings
- Attachment Drawings
- Location Photos
- Agreement
- Memo of Lease
- Southern Corrosion Estimate (EXIST B)
- Rutherford County Zoning Letter

Dale Brooks


Transaction Manager
Real Estate Services
704.382.0913 (O)
704.868.6302 ©



Incorporated 1927

TOWN OF LAKE LURE

Office of the Town Manager

TO: Mayor and Commissioners
FROM: Chris Braund
DATE: May 7, 2013

RE: Water Tower -- Telecommunications Lease with Duke Energy

For your review and consideration is an attached packet that includes a lease agreement whereby the Town will authorize Duke Energy to mount communication antennas on the water tower catwalk and Duke will pay the town a monthly fee for this privilege. Engineering drawings and pictures are included as well.

Here's a summary of the proposal, which I recommend that the council approve. This proposal is also supported by Ron Morgan, Fire Chief, and Tony Hennessee, Director of Public Works.

Duke's Objectives

Duke energy has difficulty keeping radio contact with their maintenance crews when they are working on power lines in the area. They are looking to fix this by installing a radio repeater site at our water tower. It's cheaper for them to lease space on our tower than to build a new tower. We've seen that, during power outages and emergencies, Duke's crews are often delayed because the dispatchers can't reach them in the area.

Town's Objectives

Since the construction of the water tower, the only communication equipment that we've installed on it has been repeaters for our fire department radios and a pilot test of residential wireless internet service. Most towns make extensive use of their water towers as a revenue-generating transmitter site. We pay about \$8,000 per year on a maintenance contract for the water tower, but do not yet have any offsetting revenue. We also don't have a clean way of running multiple communication cables up to the catwalk...the current cabling is strapped to the access ladder. We'd like to add the appropriate cable-routing and radio-mounting apparatus to make it easier for future customers to install their equipment on the tower. Lastly, by supporting the enhancement of Duke's radio communications, we expect to receive better service.

In this deal, Duke gets:

- Permission to build a control panel at the base of the tower (they'll provide their own electricity for their equipment)
- Permission to install two pieces of equipment underneath the catwalk
- A five year lease with two 5-year options

In this deal, the Town gets:

- Duke to pay for the installation of \$17,000 worth of improvements to the tower that will (1) move the fire repeater radios off of the catwalk and higher up the tower on a new antenna mounting system and (2) build a pipe scaffold up one leg that will support current and future

radio/cellular equipment. This work will be performed by Southern Corrosion, Inc., the firm that performs all of our tank maintenance.

- Duke will pay the town \$1,000 per month for the use of the tower site. This \$12,000 per year more than covers our annual maintenance cost, which will help our water-sewer operations budget.
- Better communication for Duke crews during power outages
- Readiness to offer the water tower space to other paying radio, internet and cellular customers.

What will it look like:

- On the ground at the base of the tower, there will be another control panel, similar to one that already exists
- Existing cabling will be removed from the access ladder
- All cabling will be routed up the northeast tower leg on new transport pipe
- Two Duke antennas will be installed below the catwalk on new mounting tripods. The largest of these is a 6' wide dish – see the drawings page C7.01
- The fire department antenna will be relocated to a new mounting tripod near the top of the tower

Example of 6' antenna dish



Examples of below-catwalk mounting tripods



Site: 104361
Land Unit: 1181426
Project: 104361-389694

ANTENNA SITE LEASE AGREEMENT

LESSOR: TOWN OF LAKE LURE

LESSEE: DUKE ENERGY CAROLINAS, LLC

Description of the Leased Premises: See Exhibit A

Total Monthly Fee: \$1,000.00

Commencement date of Rental:

Site Name: Lake Lure Water Tower

Address:

Placement of: TBD

Latitude: Longitude: AMSL

Addresses:

Lessee:

Duke Energy Carolinas, LLC
c/o Dale Brooks (ST30C)
400 S. Tryon Street
Charlotte, NC 28285
(704) 382-0913

Lessor:

Lake Lure Town Manager
2948 Memorial Highway
Lake Lure, NC 28746
(828) 625-9983 Ext. 101

RECITALS

I. THE LEASE

1.1 Premises. For the consideration of the rental to be paid by Lessee to Lessor according to the terms hereof, and further consideration of the Lessee's full and faithful performance of all promises, covenants and conditions of this Lease, the Lessor leases and demises to and for the sole benefit of the Lessee, the communications site described upon the face of this Lease (the "Leased Premises"), with license and leave to the Lessee to install Lessee's building, generator, propane tank, and monopole and to install antennas and any other items shown on Exhibit A to build and Operate a Communications Site at the location designated by the Lessor upon the face of this Lease, together with the non-exclusive right of ingress and egress on, over, and across other land of the Lessor by establishing ways and avenues for access to the site so leased.

1.2 Power Source. Lessee shall be responsible for providing a source of electrical power to the Leased Premises for the purpose of supplying power to the communications equipment. It is understood and agreed that the Lessor does not operate nor hold itself out to operate as a utility and will not be responsible for interruptions in the power source of any kind occasioned by circumstances or failures beyond the control of the Lessor.

1.3 Use of Leased Premises. The Leased Premises are to be used for the installation, operation, and maintenance of a communications site along with other associated electronic equipment, and any other use or purpose is strictly prohibited. Lessee may permit third parties to utilize the Leased Premises for communications purposes.

1.4 Non-Exclusive Provisions. This Lease is exclusive only as to the specific site leased, and the rights of the Lessee hereunder are subject to equal rights of other tenants at the site location heretofore granted and/or existing upon the premises, together with such rights, reservations and restrictions as to use which may affect the same, but the Lessor covenants to the Lessee that there are no existing prohibitions or restrictions which affect or deter the proposed used of the Leased Premises by the Lessee.

II. INSTALLATION OF EQUIPMENT

2.1 Installation. Lessee covenants and agrees to be responsible for the installation of Lessee's own equipment and paraphernalia upon the Leased Premises at the sole cost and expense of the Lessee and to cause the work to be done in a workman like manner, and

without encroachment upon the rights of other tenants upon the site. The Lessee shall furnish all materials and labor for such installation and agrees to promptly pay and discharge all costs and expenses incurred in such installation. Lessee specifically agrees to protect, save harmless and indemnify the Lessor or the Leased Premises from any claim for injury to persons or damage to property by reason of such installation, including costs of the defense of any such claim.

2.2 Repair and Maintenance. Lessee agrees to be responsible for all maintenance and upkeep on its equipment on the Leased Premises, and specifically to take all measures and precautions necessary to render Lessee's equipment inaccessible to unauthorized persons. Lessee agrees to maintain the installation in good repair and to deliver up the Leased Premises to Lessor at the termination of this Lease in good repair and free of debris or litter.

III. TERM AND RENTAL

3.1 Term. The term of this Lease shall be for a period of five (5) years, commencing on the 1st day of _____ and ending on the last day of _____ (the "Initial Term"). Lessee shall have the right and option to extend this Lease for two (2) terms of five (5) years each, beginning at the expiration of the Initial Term, upon the same terms and conditions herein contained (each a "Renewal Term"). Lessee shall then have the right and option to extend this Lease from year to year for two (2) more years or until renegotiated by the parties. (Each one-year extension shall also be referred to as a Renewal Term.) Lessee may exercise said options to extend this Lease by giving written notice thereon to Lessor, no later than sixty (60) days prior to the expiration of the then current term of this Lease, by certified mail, return receipt requested, at Lessor's current mailing address.

3.2 Rental. Lessee agrees to pay to Lessor the monthly rental of \$1,000.00, by the first day of each month during the Initial Term of this Lease. The monthly rental shall increase by 3% at the end of the Initial Term and at the end of any Renewal Term. Rental shall be sent to Lessor at the address shown on the first page of this Agreement or as modified by Lessor pursuant to Section 6.7 herein.

IV. COVENANTS OF LESSOR

The Lessor, for itself, its successors and assigns, covenants and agrees with the Lessee as follows:

4.1 Lessor warrants that it has rights of access to the Leased Premises, together with full rights to make this Lease, and that it will allow Lessee quiet and peaceful possession of the Leased Premises so long as Lessee is not in default hereunder.

4.2 Lessor warrants that the making of this Lease and the Lessor's performance thereof will not violate any zoning or other laws, ordinances, restrictive covenants, or the provisions of any mortgage, lease or other agreement under which the Lessor is bound or which restrict the Lessor with respect to the use or disposition of the Premises.

4.3 To allow the Lessee to remove its equipment installed upon the Leased Premises at the expiration of the Lease, provided Lessee is not in default hereunder, and that any damage to the Leased Premises occasioned by such removal be repaired and replaced by Lessee within One hundred and Eighty (180) days of removal.

4.4 Without undertaking any responsibility for the safety of Lessee's equipment, Lessor agrees that it will not give unauthorized persons access to Lessee's equipment.

4.5 To keep the site and the tower in good repair suitable for the purposes of operation of Lessee's equipment, and to do all things possible to insure an uninterrupted power source to the site. Lessor declines responsibility, however, for damage or destruction to the site or interruption of electrical power occasioned by force majeure, Acts of God, or circumstances beyond the control of Lessor.

V. COVENANTS OF LESSEE

The Lessee, for itself, its successors and assigns, covenants and agrees with the Lessor as follows:

5.1 To pay the rental when due and in the manner specified herein. In this regard, it is understood and agreed that the rental is due and payable upon the date specified. No invoices for rental due shall be issued by Lessor. Any past due rent shall be assessed a 5% late charge.

5.2 Lessee will not place, allow or suffer to exist on the Leased Premises any nuisance or any illegal or unlawful activity, nor suffer to exist thereon any condition which would create or result in interference with or interruption of any public or private radio, television, or other broadcast system(s). In the event such interruption occurs by reason of the Lessee's operations on the Leased Premises. Lessee shall work diligently to eliminate the cause within a timely manner.

5.3 Lessee agrees to protect, save harmless or indemnify the Lessor from any claim of any kind for injury to person or damage to property upon the Leased Premises caused by the Lessee's operations upon the Leased Premises.

5.4 Lessee will be solely responsible for maintaining its equipment and installation on the Leased Premises in compliance with all applicable laws, regulations, requirements or conditions of operation published or promulgated by the Federal Communications Commission or any other federal, state, or local regulatory agency having control over the operations of the Lessee, and Lessee agrees to protect, save harmless and indemnify the Lessor from claims arising from Lessee's noncompliance with any such provisions.

5.5 Lessee will keep and maintain in full force and effect in a timely manner all licenses or assessments required for the operation of the equipment installed on the Leased

Premises by the Lessee and will present to the Lessor evidence of compliance with this provision on demand.

5.6 Lessee will be responsible for maintenance of any theft, hazard or casualty insurance it may desire upon its installation on the Leased Premises and will protect, save harmless and indemnify the Lessor from any loss of any kind suffered by Lessee not directly due to any negligence or misconduct on the part of the Lessor or its agents or employees.

5.7 At the expiration of this Lease, Lessee will return the Leased Premises to the Lessor in a good condition and state of repair, expecting only reasonable wear and tear occasioned by everyday use and occupancy and the normal attrition of time. Lessee specifically agrees to promptly repair and replace any damage to the Leased Premises occasioned by the negligence of the Lessee or Lessee's employees, agents or invitees upon the Leased Premises, or by the removal of Lessee's equipment or installation from the Leased Premises.

5.8 Lessee shall reimburse Lessor for the work outline in the Proposal dated February 22, 2013, attached hereto as Exhibit B and incorporated herein by reference, once said work has been completed.

VI. MUTUAL COVENANTS

The Lessor and the Lessee mutually covenant and agree, each with the other, with the intent that all such covenants be binding on the Lessee's and Lessor's heirs and/or their respective successors and assigns, as follows:

6.1 If Lessee shall breach any of the terms of this Lease or fail to pay the rental on the day the same is due, then in such event the Lessor shall give notice to the Lessee in writing of the nature and extent of such breach and, except as otherwise herein provided, the Lessee shall have ten (10) days thereafter in which to cure the same and restore compliance with the terms hereof.

6.2 If or in the event any of the Lessors' facilities on the Leased Premises be destroyed by wind, storm, civil upheaval or other unavoidable casualty so as to be unfit for the use for which Lessee has leased same for a period in excess of fifteen (15) days, then at the option of either Party, this Lease may be rescinded and become of no further force and effect except for claims which either may have against the other as of the date of termination. Provided, however, if the facilities may be repaired and restored to usefulness within a reasonable time, then at the option of the Lessor, the Leased Premises may be restored and the Lease preserved and the rental shall cease and the terms of this Lease be extended for such time as the Leased Premises are untenable by the Lessee. Lessee specifically confesses, however, that Lessee shall have no claim against Lessor for loss or damage to Lessee's equipment and installation by reason of any circumstance beyond the control of the Lessor.

6.3 If the Lessor's premises or any portion thereof by hereafter acquired by public authority through eminent domain or condemnation and if such taking or

condemnation be such to materially affect the purpose for which the Lessee has entered this Lease, then the Lessee shall have the right to revoke this Lease and to return of any advance rentals paid to the Lessor. It is specifically agreed, however, that the Lessee shall have no claim to any award for condemnation received by Lessor, and any damages suffered by the taking of the premises by any condemning authority to the Lessor, only.

6.4 If the Lessee, through no fault of its own of any kind, loses any of its licenses or assessments required for the operation of the equipment installed on the Leased Premises by the Lessee and required in Section 5.5 of this Lease, the Lessee will have the right to cancel this Lease via a notice of cancellation mailed by certified mail, return receipt requested, to the Lessor at the Lessor's current mailing address. Such a notice of cancellation will be effective 30 days after receipt by Lessor, if the Lessee is in compliance with all other terms of this Lease besides Section 5.5.

6.5 Each of the Parties acknowledges that their current mailing address is stated on the first page of this Agreement. Each of the Parties agrees to provide timely notice to the other of any change in their current mailing address by certified mail, return receipt requested, to the other Party at that Party's current mailing address. Excepting notice of option to renew this Lease as provided in Section 3.1 and notice of cancellation as provided in Section 6.06, all other notices required under the terms hereof, as well as the rental required to be paid by the Lessee to the Lessor, may be sent by regular mail to the address contained in the last-current of such notices.

6.6 Each of the Parties acknowledges receipt of one copy of this Lease, duly executed, which shall be and constitute an original. Each agrees that the terms hereof shall be binding upon themselves, their heirs and/or successors and assigns during the terms herein created and is enforceable at law. The terms hereof shall be construed under and governed by the laws of the State of North Carolina.

6.7 Each of the Parties agrees that all of the terms of the Lease are contained in this document and that all amendments to this Lease will be written. Any oral agreements will have no force or effect.

TO ALL OF WHICH the Parties have heretofore agreed and in witness whereof, have hereunto affixed their Seal and caused these presents to be executed individually or by their officers and agents authorized to do so, this day and date first above written.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

LESSOR:

Town of Lake Lure

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____

Date: _____

Notary Public

My Commission Expires: _____

LESSEE:

Duke Energy Carolinas, LLC

a North Carolina limited liability company

By: _____

Name: George W. Christian, Jr.

Title: Director, Land Services

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: **George W. Christian, Jr., Director, Land Services**

Date: _____

Notary Public

My Commission Expires: _____

PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy Corporation

Mail To: Duke Energy Carolinas, LLC

Records Management ST30C

P.O. Box 1007

Charlotte, N.C. 28201

Site 104361

Land Unit 1181426

Project No 104361-389694

STATE OF NORTH CAROLINA)

:

MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

COUNTY OF RUTHERFORD)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the rents and covenants set forth in a certain Antenna Site Lease Agreement dated the _____ day of _____, 20__ (the "Lease") by and between the **TOWN OF LAKE LURE** ("Lessor,") and **DUKE ENERGY CAROLINAS, LLC**, a NC limited liability company ("Lessee"), Lessor has leased to Lessee that certain property located in Rutherford County, North Carolina, as more particularly shown on **Exhibit A** attached hereto and incorporated herein by reference.

The term of the Lease is for a period of five (5) years beginning on the _____ day of _____, 20__, and terminating on the _____ day of _____, 20__ (the "Initial Term"), with Lessee having the option to renew the Lease for two (2) terms of five (5) years each, beginning at the expiration of the Initial Term, upon the same terms and conditions contained therein (each a "Renewal Term"). Lessee shall then have the right and option to extend this Lease from year to year for two (2) more years or until renegotiated by the parties.

The provisions set forth in the aforementioned Lease dated _____, 20__, are hereby incorporated in this Memorandum as though stated herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument under seal as of this ____ day of _____, 20__.

[Signatures Begin on Following Page]

LESSOR
Town of Lake Lure

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____

Date: _____
My Commission Expires: _____

Notary Public

LESSEE
Duke Energy Carolinas, LLC
a NC limited liability company

By: _____
Name: _____
Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____

Date: _____
My Commission Expires: _____

Notary Public

EXHIBIT B

SOUTHERN CORROSION INC.
738 THELMA RD
ROANOKE RAPIDS, NC 27870
1-800-828-0876
FAX: 252-535-3215

DATE: February 22, 2013
CUSTOMER: Lake Lure Fire Dept.
LOCATION: Lake Lure, NC
TANK: Elevated Water Tank

PROPOSAL

1) Provide and install an antenna mounting system suitable for the Fire Department or others, consisting of a tripod antenna mount, mounted to the roof of the elevated tank, this also includes a 3/4" messenger pipe from the catwalk floor to the roof top mount and catwalk floor penetration. All carbon steel will be abrasive blasted and coated with an epoxy coating prior to its delivery on site. All exterior painted surfaces damaged by this installation will be touched-up.

Price for this work is ; FIVE THOUSAND SIX HUNDRED THIRTY DOLLARS
.....\$5,630.00

2) Provide and install an antenna mounting system suitable for Duke Power, consisting of Two (2) tripod antenna mounts, mounted under the catwalk of the elevated tank. This also includes a two inch (2") messenger pipe mounted up the leg of the tank to provide cable mounts. All carbon steel will be abrasive blasted and coated with an epoxy coating prior to its delivery on site. All exterior painted surfaces damaged by this installation will be touched-up.

Price for this work is ; ELEVEN THOUSAND TWO HUNDRED NINETY SIX DOLLARS
.....\$11,296.00

Payment Terms: Net 30 days.

Our price is firm for 30 days from the date of this proposal. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications quoted involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

SOUTHERN CORROSION INC.

James A. Skilton, President

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Name & Title

Date



Jason Ruff, Director
Clint Houser, Fire Inspector
Steve Hill, Building Inspector

Shane Dotson, Building Inspector
Blake Bostic, Building Inspector
Ruth Sams, Administrative

Rutherford County Building & Fire Inspections

April 3, 2013

Dale Brooks
Duke Energy
400 South Tryon St
Charlotte, NC 28202
Mail Code ST30C
Dale.Brooks@duke-energy.com

RE: Zoning at 622/658 Memorial Hwy, Lake Lure, NC 28746

To Whom It May Concern:

Rutherford County has no county-wide zoning; however the municipalities of Rutherfordton, Spindale, Chimney Rock, Lake Lure, Bostic, and Forest City are zoned.

Please note that there are ordinances that would regulate properties in the proximity of the airport regarding height restrictions, industrial activity within 2000 feet of a school, protected water supply watershed areas, as well as flood prone parcels.

The parcel you have inquired about, ID # 16-41654 at 622/658 Memorial Hwy, Lake Lure, is in the municipal limits of the Town of Lake Lure. Therefore, their zoning regulations will govern. Please contact Sheila Spicer for questions/zoning permits or Clint Calhoun for questions/lake structure permits at (828) 625-9983 Ext 117 and 502, respectively. Rutherford County, however, is charged with permitting and inspecting the building/structures—even those within the Lake Lure town limits.

Please let me know if I can be of further assistance.

Sincerely,

Ruth Sams
Administrative Assistant

141 West Third Street, Rutherfordton, NC 28139 ♦ 828-287-6035 ♦
828-287-6338 (FAX)

A PROJECT FOR:



PROPOSED UNMANNED WIRELESS COMMUNICATION SITE

LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY

PREPARED BY:

MacCutchen Engineering Associates, PC
899 W. Saint John St., Spartanburg, S.C. 29301
Phone 864 582 0585 / Fax 864 582 0581



PROPERTY OWNER :
TOWN OF LAKE LURE
P.O. BOX 255
LAKE LURE, N.C. 28746
PLANNING DEPARTMENT :
TOWN OF LAKE LURE
PLANNING AND DEVELOPMENT DEPT.
2948 MEMORIAL HIGHWAY
LAKE LURE, N.C. 29746
(828) 625-9983

POWER :
DUKE POWER
CUSTOMER SERVICE
(704) 594-9400

TELCO :
N/A

ZONING JURISDICTION :
TOWN OF LAKE LURE
PARCEL ID NUMBER :
TPIN#: 1641654

TOWER COORDINATES :
LATITUDE: 35° 24' 23.79" N
LONGITUDE: 82° 11' 43.26" W

PROJECT DESCRIPTION:
DUKE ENERGY PROPOSES TO CONSTRUCT A NEW EQUIPMENT PAD WITH ICE CANOPY AT AN EXISTING WATER TANK SITE FOR THE OPERATION AND MAINTENANCE OF TELECOMMUNICATIONS EQUIPMENT. THE SCOPE OF WORK WILL INCLUDE SITE PREPARATION AND EQUIPMENT PAD INSTALLATION AS OUTLINED IN THESE CONSTRUCTION DOCUMENTS. THE SCOPE OF WORK WILL ALSO INCLUDE THE INSTALLATION OF ALL ASSOCIATED ELECTRICAL AND TELECOMMUNICATIONS EQUIPMENT.

EX-A

DRAWING INDEX

BUILDING CODE SUMMARY	
B03001	BUILDING CODE SUMMARY
B03002	BUILDING CODE SUMMARY
B03003	BUILDING CODE SUMMARY
B03004	BUILDING CODE SUMMARY
CIVIL	
C0101	GENERAL NOTES AND SYMBOLS
C0102	SIGN DETAILS
C1101	OVERALL SITE PLAN
C2101	SITE LAYOUT PLAN, TOWER ELEVATION AND DETAIL
C3101	EQUIPMENT PAD FOUNDATION PLAN, DETAIL AND NOTES
C7101	TOWER ELEVATION, ANTENNAE AND COAX SCHEDULE
REFERENCE	
150,000 GALLON ELEVATED STORAGE TANK AND DETAILS	

DIRECTIONS:
FROM CHARLOTTE TAKE I-85 SOUTH TO HIGHWAY 74 WEST (EXIT 108). CONTINUE ON HIGHWAY 74 WEST TO I-26 WEST. TAKE NC 9 HIGHWAY (EXIT 66). TURN RIGHT ONTO NC HIGHWAY 9 SOUTH. THE WATER TANK WILL BE ON THE RIGHT. THE ACCESS ROAD IS ON THE RIGHT JUST BEFORE YOU GET TO THE WATER TANK.



**2012 APPENDIX B
BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)
(Reproduce the following data on the building plans sheet 1 or 2)**

Name of Project: **DUKE ENERGY LAKE LURE WATER TANK**
 Address: **(E911) 421 NC 9 HIGHWAY, LAKE LURE, N.C.** Zoning Code: **28746**
 Proposed Use: **EXISTING WATER TANK WITH PROPOSED EQUIPMENT PAD**
 Owner/Authorized Agent: **DUKE ENERGY** Phone (f. 704.) **282-4408** Email: **PAUL**
 Owner By: **City/County** ☒ Private ☐ State
 Code Enforcement Jurisdiction: ☐ City ☒ County Rutherford ☐ State

LEAD DESIGN PROFESSIONAL: J. DAVID MCCUTCHEN

PROFESSION	NAME	LICENSE #	TELEPHONE #	EMAIL
Architectural	J. DAVID MCCUTCHEN	25135	(866) 353-0900	
Electrical	STURGE & ASSOCIATES	024170	(866) 353-4855	
Fire Alarm				
Plumbing				
Mechanical				
Structural				
Other				

2012 EDITION OF NC CODE FOR: ☐ New Construction ☐ Addition ☒ Upgrade
 EXISTING: ☐ Reconstruction ☐ Alteration ☐ Repair ☐ Renovation
 CONSTRUCTION: (date) _____ ORIGINAL USER(S) (CA, 3): _____
 REMOVAL: (date) _____ CURRENT USER(S) (CA, 3): _____
 PROPOSED USER(S) (CA, 3): _____

BASIC BUILDING DATA (N/A - NO NEW BUILDING CONSTRUCTION)
 Construction Type: ☐ I-A ☐ I-B ☐ II-A ☐ II-B ☐ III-A ☐ III-B ☐ IV-A ☐ IV-B
 (Check all that apply) ☐ Partial ☐ Yes ☐ NFPA 11 ☐ NFPA 13 ☐ NFPA 15B ☐ NFPA 13D
 Sprinklers: ☒ No ☐ Yes Class ☐ I ☐ II ☐ III ☐ IV ☐ Dry ☐ Wet
 Fire Detectors: ☒ No ☐ Yes (Photo) ☐ Photo ☐ Heat ☐ No ☐ Yes
 Building Height (feet): **N/A** Flood Hazard Area: ☐ No ☐ Yes
 Gross Building Area: _____
 Floor: _____ Existing (sq ft) _____ New (sq ft) _____
 1st Floor _____
 2nd Floor _____
 3rd Floor _____
 4th Floor _____
 5th Floor _____
 6th Floor _____
 7th Floor _____
 8th Floor _____
 9th Floor _____
 10th Floor _____
 11th Floor _____
 12th Floor _____
 13th Floor _____
 14th Floor _____
 15th Floor _____
 16th Floor _____
 17th Floor _____
 18th Floor _____
 19th Floor _____
 20th Floor _____
 21st Floor _____
 22nd Floor _____
 23rd Floor _____
 24th Floor _____
 25th Floor _____
 26th Floor _____
 27th Floor _____
 28th Floor _____
 29th Floor _____
 30th Floor _____
 31st Floor _____
 32nd Floor _____
 33rd Floor _____
 34th Floor _____
 35th Floor _____
 36th Floor _____
 37th Floor _____
 38th Floor _____
 39th Floor _____
 40th Floor _____
 41st Floor _____
 42nd Floor _____
 43rd Floor _____
 44th Floor _____
 45th Floor _____
 46th Floor _____
 47th Floor _____
 48th Floor _____
 49th Floor _____
 50th Floor _____
 51st Floor _____
 52nd Floor _____
 53rd Floor _____
 54th Floor _____
 55th Floor _____
 56th Floor _____
 57th Floor _____
 58th Floor _____
 59th Floor _____
 60th Floor _____
 61st Floor _____
 62nd Floor _____
 63rd Floor _____
 64th Floor _____
 65th Floor _____
 66th Floor _____
 67th Floor _____
 68th Floor _____
 69th Floor _____
 70th Floor _____
 71st Floor _____
 72nd Floor _____
 73rd Floor _____
 74th Floor _____
 75th Floor _____
 76th Floor _____
 77th Floor _____
 78th Floor _____
 79th Floor _____
 80th Floor _____
 81st Floor _____
 82nd Floor _____
 83rd Floor _____
 84th Floor _____
 85th Floor _____
 86th Floor _____
 87th Floor _____
 88th Floor _____
 89th Floor _____
 90th Floor _____
 91st Floor _____
 92nd Floor _____
 93rd Floor _____
 94th Floor _____
 95th Floor _____
 96th Floor _____
 97th Floor _____
 98th Floor _____
 99th Floor _____
 100th Floor _____
 TOTAL _____

2012 NC Administrative Code and Policies

ALLOWABLE AREA

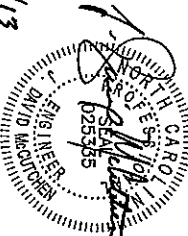
Occupancy: ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
 Assembly: ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
 Business: ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ B-5 ☐ B-6
 Retail: ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ B-5 ☐ B-6
 Industrial: ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4 ☐ I-5
 13 Conditional: ☐ 1 ☐ 2 ☐ 3 ☐ 4
 Mercantile: ☐ M-1 ☐ M-2 ☐ M-3 ☐ M-4 ☐ M-5
 Restaurant: ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ R-5
 Storage: ☐ S-1 ☐ S-2 ☐ S-3 ☐ S-4 ☐ S-5
 Utility and Miscellaneous: ☐ U-1 ☐ U-2 ☐ U-3 ☐ U-4 ☐ U-5
 Assembly: ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
 Business: ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ B-5 ☐ B-6
 Industrial: ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4 ☐ I-5
 13 Conditional: ☐ 1 ☐ 2 ☐ 3 ☐ 4
 Mercantile: ☐ M-1 ☐ M-2 ☐ M-3 ☐ M-4 ☐ M-5
 Restaurant: ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ R-5
 Storage: ☐ S-1 ☐ S-2 ☐ S-3 ☐ S-4 ☐ S-5
 Utility and Miscellaneous: ☐ U-1 ☐ U-2 ☐ U-3 ☐ U-4 ☐ U-5

Accessory Occupancies:
 Assembly: ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
 Business: ☐ B-1 ☐ B-2 ☐ B-3 ☐ B-4 ☐ B-5 ☐ B-6
 Industrial: ☐ I-1 ☐ I-2 ☐ I-3 ☐ I-4 ☐ I-5
 13 Conditional: ☐ 1 ☐ 2 ☐ 3 ☐ 4
 Mercantile: ☐ M-1 ☐ M-2 ☐ M-3 ☐ M-4 ☐ M-5
 Restaurant: ☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ R-5
 Storage: ☐ S-1 ☐ S-2 ☐ S-3 ☐ S-4 ☐ S-5
 Utility and Miscellaneous: ☐ U-1 ☐ U-2 ☐ U-3 ☐ U-4 ☐ U-5

Individual Uses (Table 308.2.5):
☐ Furnace room where any piece of equipment is over 400,000 Btu per hour input
☐ Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower
☐ Refrigerated machine room
☐ Hydrogen cold room, not classified as Group H
☐ Incinerator rooms
☐ Blast shops, not classified as Group H, located in occupancies other than Group F
☐ Laboratories and recreational shops, not classified as Group H, located in a Group B or F occupancy
☐ Laundry rooms over 100 square feet
☐ Group I-3 scale equipped with padded surfaces
☐ Group I-3 waste and linen collection rooms
☐ Vehicle and lawn collection rooms over 100 square feet
☐ Stationary storage battery systems having a liquid electrolyte capacity of more than 20 gallons, or a lithium-ion capacity of 1,000 pounds used for facility standby power, emergency power or uninterruptible power supplies
☐ Rooms containing fire pumps
☐ Group I-2 storage rooms over 100 square feet
☐ Group I-2 commercial kitchens
☐ Group I-2 immediate equal to or less than 100 square feet
☐ Special Uses: ☐ 401 ☐ 402 ☐ 403 ☐ 404 ☐ 405 ☐ 406 ☐ 407 ☐ 408 ☐ 409 ☐ 410 ☐ 411 ☐ 412
☐ 413 ☐ 414 ☐ 415 ☐ 416 ☐ 417 ☐ 418 ☐ 419 ☐ 420 ☐ 421 ☐ 422 ☐ 423 ☐ 424
☐ 425 ☐ 426 ☐ 427
☐ Special Provisions: ☐ 500.1 ☐ 500.2 ☐ 500.3 ☐ 500.4 ☐ 500.5 ☐ 500.6 ☐ 500.7 ☐ 500.8 ☐ 500.9
☐ Mixed Occupancy: ☐ No ☐ Yes Separation: _____ Et. Exception: _____
☐ Individual Use Separation (508.2.5)
 2012 NC Administrative Code and Policies

Individual Uses (Table 308.2.5):
☐ Furnace room where any piece of equipment is over 400,000 Btu per hour input
☐ Rooms with boilers where the largest piece of equipment is over 15 psi and 10 horsepower
☐ Refrigerated machine room
☐ Hydrogen cold room, not classified as Group H
☐ Incinerator rooms
☐ Blast shops, not classified as Group H, located in occupancies other than Group F
☐ Laboratories and recreational shops, not classified as Group H, located in a Group B or F occupancy
☐ Laundry rooms over 100 square feet
☐ Group I-3 scale equipped with padded surfaces
☐ Group I-3 waste and linen collection rooms
☐ Vehicle and lawn collection rooms over 100 square feet
☐ Stationary storage battery systems having a liquid electrolyte capacity of more than 20 gallons, or a lithium-ion capacity of 1,000 pounds used for facility standby power, emergency power or uninterruptible power supplies
☐ Rooms containing fire pumps
☐ Group I-2 storage rooms over 100 square feet
☐ Group I-2 commercial kitchens
☐ Group I-2 immediate equal to or less than 100 square feet
☐ Special Uses: ☐ 401 ☐ 402 ☐ 403 ☐ 404 ☐ 405 ☐ 406 ☐ 407 ☐ 408 ☐ 409 ☐ 410 ☐ 411 ☐ 412
☐ 413 ☐ 414 ☐ 415 ☐ 416 ☐ 417 ☐ 418 ☐ 419 ☐ 420 ☐ 421 ☐ 422 ☐ 423 ☐ 424
☐ 425 ☐ 426 ☐ 427
☐ Special Provisions: ☐ 500.1 ☐ 500.2 ☐ 500.3 ☐ 500.4 ☐ 500.5 ☐ 500.6 ☐ 500.7 ☐ 500.8 ☐ 500.9
☐ Mixed Occupancy: ☐ No ☐ Yes Separation: _____ Et. Exception: _____
☐ Individual Use Separation (508.2.5)
 2012 NC Administrative Code and Policies

5/11/13



PROPOSED UNMANNED WIRELESS COMMUNICATION SITE

**LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY**



McCutchen Engineering Associates, PC
 898 W. Saint John St., Spartanburg, S.C. 29301
 Phone: 864 582 0585 | Fax: 864 582 0581

JDM Engineer BML Drawn By Date 03/04/13 A ZONING REVIEW 04/03/13 B ZONING TC 05/07/13	Project Number 1201.007 BUILDING CODE SUMMARY Street Number BCS 0.01
--	--

IDM
Engineer
BML

Drawn By
09J04/13

DWG.
TRAINING REVIEW **06J03/3**

E-ZONING NO. **08D7/13**

Project Number
1201.007

BUILDING CODE SUMMARY

Sheet Number:

BCS 0.02

(NOT APPLICABLE)

- ☐ Provide wall opening area with respect to distance to assumed property lines (705.8)
- ☐ Existing entrance within 30' of the proposed building
- ☐ Occupancy types for each area as it relates to occupant load calculation (Table 1004.1.1)
- ☐ Occupant load for each area
- ☐ Exit access travel distance (1016)
- ☐ Clear exit width for each exit door
- ☐ Exit door height (1018.4)
- ☐ Maximum unobstructed occupant load capacity each exit door as recommended based on egress width (1003.1)
- ☐ Actual occupant load for each exit door
- ☐ A separate egress plan indicating where the rated floor/ceiling and/or roof structure is provided for purposes of occupancy separation
- ☐ Location of doors with panic hardware (1004.1.10)
- ☐ Location of doors with delayed egress locks and the amount of delay (1003.1.9.7)
- ☐ Location of doors with electromechanical egress locks (1004.1.9.8)
- ☐ Location of doors equipped with hold-open devices
- ☐ Location of emergency escape windows (1009)
- ☐ The square footage of each smoke compartment (407.4)
- ☐ Note any code exceptions or table notes that may have been utilized regarding the items above

ACCESSIBLE PARKING RENTS
(SECTION 1107)

Form	Accession	Accession	Type A	Type B	Type C	Type D	Accession
Other	Other	Other	Other	Other	Other	Other	Other

ACCESSIBLE PARKING
(SECTION 1109)

Form	Accession	Accession	Type A	Type B	Type C	Type D	Accession
Other	Other	Other	Other	Other	Other	Other	Other

DESIGN LOADS:

Importance Factors:

Live Load:

Ground Snow Load: _____ psf

2015 NC Administrative Code and Policies

(NOT APPLICABLE)

Wind Load: _____ mph (ASCE-7)

Importance Category: _____

Wind-Basis Shape (for NFVPS): _____

SEISMIC DESIGN CATEGORY:

Provide the following seismic design parameters:

Seismic Design Category: ☐ I ☐ II ☐ III ☐ IV

Seismic Design Spectral Acceleration: ☐ S_s ☐ S₁ ☐ S₂ ☐ S₃ ☐ S₄ ☐ S₅ ☐ S₆ ☐ S₇ ☐ S₈ ☐ S₉ ☐ S₁₀ ☐ S₁₁ ☐ S₁₂ ☐ S₁₃ ☐ S₁₄ ☐ S₁₅ ☐ S₁₆ ☐ S₁₇ ☐ S₁₈ ☐ S₁₉ ☐ S₂₀ ☐ S₂₁ ☐ S₂₂ ☐ S₂₃ ☐ S₂₄ ☐ S₂₅ ☐ S₂₆ ☐ S₂₇ ☐ S₂₈ ☐ S₂₉ ☐ S₃₀ ☐ S₃₁ ☐ S₃₂ ☐ S₃₃ ☐ S₃₄ ☐ S₃₅ ☐ S₃₆ ☐ S₃₇ ☐ S₃₈ ☐ S₃₉ ☐ S₄₀ ☐ S₄₁ ☐ S₄₂ ☐ S₄₃ ☐ S₄₄ ☐ S₄₅ ☐ S₄₆ ☐ S₄₇ ☐ S₄₈ ☐ S₄₉ ☐ S₅₀ ☐ S₅₁ ☐ S₅₂ ☐ S₅₃ ☐ S₅₄ ☐ S₅₅ ☐ S₅₆ ☐ S₅₇ ☐ S₅₈ ☐ S₅₉ ☐ S₆₀ ☐ S₆₁ ☐ S₆₂ ☐ S₆₃ ☐ S₆₄ ☐ S₆₅ ☐ S₆₆ ☐ S₆₇ ☐ S₆₈ ☐ S₆₉ ☐ S₇₀ ☐ S₇₁ ☐ S₇₂ ☐ S₇₃ ☐ S₇₄ ☐ S₇₅ ☐ S₇₆ ☐ S₇₇ ☐ S₇₈ ☐ S₇₉ ☐ S₈₀ ☐ S₈₁ ☐ S₈₂ ☐ S₈₃ ☐ S₈₄ ☐ S₈₅ ☐ S₈₆ ☐ S₈₇ ☐ S₈₈ ☐ S₈₉ ☐ S₉₀ ☐ S₉₁ ☐ S₉₂ ☐ S₉₃ ☐ S₉₄ ☐ S₉₅ ☐ S₉₆ ☐ S₉₇ ☐ S₉₈ ☐ S₉₉ ☐ S₁₀₀ ☐ S₁₀₁ ☐ S₁₀₂ ☐ S₁₀₃ ☐ S₁₀₄ ☐ S₁₀₅ ☐ S₁₀₆ ☐ S₁₀₇ ☐ S₁₀₈ ☐ S₁₀₉ ☐ S₁₁₀ ☐ S₁₁₁ ☐ S₁₁₂ ☐ S₁₁₃ ☐ S₁₁₄ ☐ S₁₁₅ ☐ S₁₁₆ ☐ S₁₁₇ ☐ S₁₁₈ ☐ S₁₁₉ ☐ S₁₂₀ ☐ S₁₂₁ ☐ S₁₂₂ ☐ S₁₂₃ ☐ S₁₂₄ ☐ S₁₂₅ ☐ S₁₂₆ ☐ S₁₂₇ ☐ S₁₂₈ ☐ S₁₂₉ ☐ S₁₃₀ ☐ S₁₃₁ ☐ S₁₃₂ ☐ S₁₃₃ ☐ S₁₃₄ ☐ S₁₃₅ ☐ S₁₃₆ ☐ S₁₃₇ ☐ S₁₃₈ ☐ S₁₃₉ ☐ S₁₄₀ ☐ S₁₄₁ ☐ S₁₄₂ ☐ S₁₄₃ ☐ S₁₄₄ ☐ S₁₄₅ ☐ S₁₄₆ ☐ S₁₄₇ ☐ S₁₄₈ ☐ S₁₄₉ ☐ S₁₅₀ ☐ S₁₅₁ ☐ S₁₅₂ ☐ S₁₅₃ ☐ S₁₅₄ ☐ S₁₅₅ ☐ S₁₅₆ ☐ S₁₅₇ ☐ S₁₅₈ ☐ S₁₅₉ ☐ S₁₆₀ ☐ S₁₆₁ ☐ S₁₆₂ ☐ S₁₆₃ ☐ S₁₆₄ ☐ S₁₆₅ ☐ S₁₆₆ ☐ S₁₆₇ ☐ S₁₆₈ ☐ S₁₆₉ ☐ S₁₇₀ ☐ S₁₇₁ ☐ S₁₇₂ ☐ S₁₇₃ ☐ S₁₇₄ ☐ S₁₇₅ ☐ S₁₇₆ ☐ S₁₇₇ ☐ S₁₇₈ ☐ S₁₇₉ ☐ S₁₈₀ ☐ S₁₈₁ ☐ S₁₈₂ ☐ S₁₈₃ ☐ S₁₈₄ ☐ S₁₈₅ ☐ S₁₈₆ ☐ S₁₈₇ ☐ S₁₈₈ ☐ S₁₈₉ ☐ S₁₉₀ ☐ S₁₉₁ ☐ S₁₉₂ ☐ S₁₉₃ ☐ S₁₉₄ ☐ S₁₉₅ ☐ S₁₉₆ ☐ S₁₉₇ ☐ S₁₉₈ ☐ S₁₉₉ ☐ S₂₀₀ ☐ S₂₀₁ ☐ S₂₀₂ ☐ S₂₀₃ ☐ S₂₀₄ ☐ S₂₀₅ ☐ S₂₀₆ ☐ S₂₀₇ ☐ S₂₀₈ ☐ S₂₀₉ ☐ S₂₁₀ ☐ S₂₁₁ ☐ S₂₁₂ ☐ S₂₁₃ ☐ S₂₁₄ ☐ S₂₁₅ ☐ S₂₁₆ ☐ S₂₁₇ ☐ S₂₁₈ ☐ S₂₁₉ ☐ S₂₂₀ ☐ S₂₂₁ ☐ S₂₂₂ ☐ S₂₂₃ ☐ S₂₂₄ ☐ S₂₂₅ ☐ S₂₂₆ ☐ S₂₂₇ ☐ S₂₂₈ ☐ S₂₂₉ ☐ S₂₃₀ ☐ S₂₃₁ ☐ S₂₃₂ ☐ S₂₃₃ ☐ S₂₃₄ ☐ S₂₃₅ ☐ S₂₃₆ ☐ S₂₃₇ ☐ S₂₃₈ ☐ S₂₃₉ ☐ S₂₄₀ ☐ S₂₄₁ ☐ S₂₄₂ ☐ S₂₄₃ ☐ S₂₄₄ ☐ S₂₄₅ ☐ S₂₄₆ ☐ S₂₄₇ ☐ S₂₄₈ ☐ S₂₄₉ ☐ S₂₅₀ ☐ S₂₅₁ ☐ S₂₅₂ ☐ S₂₅₃ ☐ S₂₅₄ ☐ S₂₅₅ ☐ S₂₅₆ ☐ S₂₅₇ ☐ S₂₅₈ ☐ S₂₅₉ ☐ S₂₆₀ ☐ S₂₆₁ ☐ S₂₆₂ ☐ S₂₆₃ ☐ S₂₆₄ ☐ S₂₆₅ ☐ S₂₆₆ ☐ S₂₆₇ ☐ S₂₆₈ ☐ S₂₆₉ ☐ S₂₇₀ ☐ S₂₇₁ ☐ S₂₇₂ ☐ S₂₇₃ ☐ S₂₇₄ ☐ S₂₇₅ ☐ S₂₇₆ ☐ S₂₇₇ ☐ S₂₇₈ ☐ S₂₇₉ ☐ S₂₈₀ ☐ S₂₈₁ ☐ S₂₈₂ ☐ S₂₈₃ ☐ S₂₈₄ ☐ S₂₈₅ ☐ S₂₈₆ ☐ S₂₈₇ ☐ S₂₈₈ ☐ S₂₈₉ ☐ S₂₉₀ ☐ S₂₉₁ ☐ S₂₉₂ ☐ S₂₉₃ ☐ S₂₉₄ ☐ S₂₉₅ ☐ S₂₉₆ ☐ S₂₉₇ ☐ S₂₉₈ ☐ S₂₉₉ ☐ S₃₀₀ ☐ S₃₀₁ ☐ S₃₀₂ ☐ S₃₀₃ ☐ S₃₀₄ ☐ S₃₀₅ ☐ S₃₀₆ ☐ S₃₀₇ ☐ S₃₀₈ ☐ S₃₀₉ ☐ S₃₁₀ ☐ S₃₁₁ ☐ S₃₁₂ ☐ S₃₁₃ ☐ S₃₁₄ ☐ S₃₁₅ ☐ S₃₁₆ ☐ S₃₁₇ ☐ S₃₁₈ ☐ S₃₁₉ ☐ S₃₂₀ ☐ S₃₂₁ ☐ S₃₂₂ ☐ S₃₂₃ ☐ S₃₂₄ ☐ S₃₂₅ ☐ S₃₂₆ ☐ S₃₂₇ ☐ S₃₂₈ ☐ S₃₂₉ ☐ S₃₃₀ ☐ S₃₃₁ ☐ S₃₃₂ ☐ S₃₃₃ ☐ S₃₃₄ ☐ S₃₃₅ ☐ S₃₃₆ ☐ S₃₃₇ ☐ S₃₃₈ ☐ S₃₃₉ ☐ S₃₄₀ ☐ S₃₄₁ ☐ S₃₄₂ ☐ S₃₄₃ ☐ S₃₄₄ ☐ S₃₄₅ ☐ S₃₄₆ ☐ S₃₄₇ ☐ S₃₄₈ ☐ S₃₄₉ ☐ S₃₅₀ ☐ S₃₅₁ ☐ S₃₅₂ ☐ S₃₅₃ ☐ S₃₅₄ ☐ S₃₅₅ ☐ S₃₅₆ ☐ S₃₅₇ ☐ S₃₅₈ ☐ S₃₅₉ ☐ S₃₆₀ ☐ S₃₆₁ ☐ S₃₆₂ ☐ S₃₆₃ ☐ S₃₆₄ ☐ S₃₆₅ ☐ S₃₆₆ ☐ S₃₆₇ ☐ S₃₆₈ ☐ S₃₆₉ ☐ S₃₇₀ ☐ S₃₇₁ ☐ S₃₇₂ ☐ S₃₇₃ ☐ S₃₇₄ ☐ S₃₇₅ ☐ S₃₇₆ ☐ S₃₇₇ ☐ S₃₇₈ ☐ S₃₇₉ ☐ S₃₈₀ ☐ S₃₈₁ ☐ S₃₈₂ ☐ S₃₈₃ ☐ S₃₈₄ ☐ S₃₈₅ ☐ S₃₈₆ ☐ S₃₈₇ ☐ S₃₈₈ ☐ S₃₈₉ ☐ S₃₉₀ ☐ S₃₉₁ ☐ S₃₉₂ ☐ S₃₉₃ ☐ S₃₉₄ ☐ S₃₉₅ ☐ S₃₉₆ ☐ S₃₉₇ ☐ S₃₉₈ ☐ S₃₉₉ ☐ S₄₀₀ ☐ S₄₀₁ ☐ S₄₀₂ ☐ S₄₀₃ ☐ S₄₀₄ ☐ S₄₀₅ ☐ S₄₀₆ ☐ S₄₀₇ ☐ S₄₀₈ ☐ S₄₀₉ ☐ S₄₁₀ ☐ S₄₁₁ ☐ S₄₁₂ ☐ S₄₁₃ ☐ S₄₁₄ ☐ S₄₁₅ ☐ S₄₁₆ ☐ S₄₁₇ ☐ S₄₁₈ ☐ S₄₁₉ ☐ S₄₂₀ ☐ S₄₂₁ ☐ S₄₂₂ ☐ S₄₂₃ ☐ S₄₂₄ ☐ S₄₂₅ ☐ S₄₂₆ ☐ S₄₂₇ ☐ S₄₂₈ ☐ S₄₂₉ ☐ S₄₃₀ ☐ S₄₃₁ ☐ S₄₃₂ ☐ S₄₃₃ ☐ S₄₃₄ ☐ S₄₃₅ ☐ S₄₃₆ ☐ S₄₃₇ ☐ S₄₃₈ ☐ S₄₃₉ ☐ S₄₄₀ ☐ S₄₄₁ ☐ S₄₄₂ ☐ S₄₄₃ ☐ S₄₄₄ ☐ S₄₄₅ ☐ S₄₄₆ ☐ S₄₄₇ ☐ S₄₄₈ ☐ S₄₄₉ ☐ S₄₅₀ ☐ S₄₅₁ ☐ S₄₅₂ ☐ S₄₅₃ ☐ S₄₅₄ ☐ S₄₅₅ ☐ S₄₅₆ ☐ S₄₅₇ ☐ S₄₅₈ ☐ S₄₅₉ ☐ S₄₆₀ ☐ S₄₆₁ ☐ S₄₆₂ ☐ S₄₆₃ ☐ S₄₆₄ ☐ S₄₆₅ ☐ S₄₆₆ ☐ S₄₆₇ ☐ S₄₆₈ ☐ S₄₆₉ ☐ S₄₇₀ ☐ S₄₇₁ ☐ S₄₇₂ ☐ S₄₇₃ ☐ S₄₇₄ ☐ S₄₇₅ ☐ S₄₇₆ ☐ S₄₇₇ ☐ S₄₇₈ ☐ S₄₇₉ ☐ S₄₈₀ ☐ S₄₈₁ ☐ S₄₈₂ ☐ S₄₈₃ ☐ S₄₈₄ ☐ S₄₈₅ ☐ S₄₈₆ ☐ S₄₈₇ ☐ S₄₈₈ ☐ S₄₈₉ ☐ S₄₉₀ ☐ S₄₉₁ ☐ S₄₉₂ ☐ S₄₉₃ ☐ S₄₉₄ ☐ S₄₉₅ ☐ S₄₉₆ ☐ S₄₉₇ ☐ S₄₉₈ ☐ S₄₉₉ ☐ S₅₀₀ ☐ S₅₀₁ ☐ S₅₀₂ ☐ S₅₀₃ ☐ S₅₀₄ ☐ S₅₀₅ ☐ S₅₀₆ ☐ S₅₀₇ ☐ S₅₀₈ ☐ S₅₀₉ ☐ S₅₁₀ ☐ S₅₁₁ ☐ S₅₁₂ ☐ S₅₁₃ ☐ S₅₁₄ ☐ S₅₁₅ ☐ S₅₁₆ ☐ S₅₁₇ ☐ S₅₁₈ ☐ S₅₁₉ ☐ S₅₂₀ ☐ S₅₂₁ ☐ S₅₂₂ ☐ S₅₂₃ ☐ S₅₂₄ ☐ S₅₂₅ ☐ S₅₂₆ ☐ S₅₂₇ ☐ S₅₂₈ ☐ S₅₂₉ ☐ S₅₃₀ ☐ S₅₃₁ ☐ S₅₃₂ ☐ S₅₃₃ ☐ S₅₃₄ ☐ S₅₃₅ ☐ S₅₃₆ ☐ S₅₃₇ ☐ S₅₃₈ ☐ S₅₃₉ ☐ S₅₄₀ ☐ S₅₄₁ ☐ S₅₄₂ ☐ S₅₄₃ ☐ S₅₄₄ ☐ S₅₄₅ ☐ S₅₄₆ ☐ S₅₄₇ ☐ S₅₄₈ ☐ S₅₄₉ ☐ S₅₅₀ ☐ S₅₅₁ ☐ S₅₅₂ ☐ S₅₅₃ ☐ S₅₅₄ ☐ S₅₅₅ ☐ S₅₅₆ ☐ S₅₅₇ ☐ S₅₅₈ ☐ S₅₅₉ ☐ S₅₆₀ ☐ S₅₆₁ ☐ S₅₆₂ ☐ S₅₆₃ ☐ S₅₆₄ ☐ S₅₆₅ ☐ S₅₆₆ ☐ S₅₆₇ ☐ S₅₆₈ ☐ S₅₆₉ ☐ S₅₇₀ ☐ S₅₇₁ ☐ S₅₇₂ ☐ S₅₇₃ ☐ S₅₇₄ ☐ S₅₇₅ ☐ S₅₇₆ ☐ S₅₇₇ ☐ S₅₇₈ ☐ S₅₇₉ ☐ S₅₈₀ ☐ S₅₈₁ ☐ S₅₈₂ ☐ S₅₈₃ ☐ S₅₈₄ ☐ S₅₈₅ ☐ S₅₈₆ ☐ S₅₈₇ ☐ S₅₈₈ ☐ S₅₈₉ ☐ S₅₉₀ ☐ S₅₉₁ ☐ S₅₉₂ ☐ S₅₉₃ ☐ S₅₉₄ ☐ S₅₉₅ ☐ S₅₉₆ ☐ S₅₉₇ ☐ S₅₉₈ ☐ S₅₉₉ ☐ S₆₀₀ ☐ S₆₀₁ ☐ S₆₀₂ ☐ S₆₀₃ ☐ S₆₀₄ ☐ S₆₀₅ ☐ S₆₀₆ ☐ S₆₀₇ ☐ S₆₀₈ ☐ S₆₀₉ ☐ S₆₁₀ ☐ S₆₁₁ ☐ S₆₁₂ ☐ S₆₁₃ ☐ S₆₁₄ ☐ S₆₁₅ ☐ S₆₁₆ ☐ S₆₁₇ ☐ S₆₁₈ ☐ S₆₁₉ ☐ S₆₂₀ ☐ S₆₂₁ ☐ S₆₂₂ ☐ S₆₂₃ ☐ S₆₂₄ ☐ S₆₂₅ ☐ S₆₂₆ ☐ S₆₂₇ ☐ S₆₂₈ ☐ S₆₂₉ ☐ S₆₃₀ ☐ S₆₃₁ ☐ S₆₃₂ ☐ S₆₃₃ ☐ S₆₃₄ ☐ S₆₃₅ ☐ S₆₃₆ ☐ S₆₃₇ ☐ S₆₃₈ ☐ S₆₃₉ ☐ S₆₄₀ ☐ S₆₄₁ ☐ S₆₄₂ ☐ S₆₄₃ ☐ S₆₄₄ ☐ S₆₄₅ ☐ S₆₄₆ ☐ S₆₄₇ ☐ S₆₄₈ ☐ S₆₄₉ ☐ S₆₅₀ ☐ S₆₅₁ ☐ S₆₅₂ ☐ S₆₅₃ ☐ S₆₅₄ ☐ S₆₅₅ ☐ S₆₅₆ ☐ S₆₅₇ ☐ S₆₅₈ ☐ S₆₅₉ ☐ S₆₆₀ ☐ S₆₆₁ ☐ S₆₆₂ ☐ S₆₆₃ ☐ S₆₆₄ ☐ S₆₆₅ ☐ S₆₆₆ ☐ S₆₆₇ ☐ S₆₆₈ ☐ S₆₆₉ ☐ S₆₇₀ ☐ S₆₇₁ ☐ S₆₇₂ ☐ S₆₇₃ ☐ S₆₇₄ ☐ S₆₇₅ ☐ S₆₇₆ ☐ S₆₇₇ ☐ S₆₇₈ ☐ S₆₇₉ ☐ S₆₈₀ ☐ S₆₈₁ ☐ S₆₈₂ ☐ S₆₈₃ ☐ S₆₈₄ ☐ S₆₈₅ ☐ S₆₈₆ ☐ S₆₈₇ ☐ S₆₈₈ ☐ S₆₈₉ ☐ S₆₉₀ ☐ S₆₉₁ ☐ S₆₉₂ ☐ S₆₉₃ ☐ S₆₉₄ ☐ S₆₉₅ ☐ S₆₉₆ ☐ S₆₉₇ ☐ S₆₉₈

(NOT APPLICABLE)

ENERGY REQUIREMENTS

The following data shall be considered minimum and any special machine required to meet the energy code shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs actual energy cost for the proposed design.

Climate Zone: ☐ 3 ☐ 4 ☐ 5

Method of Compliance:

- ☐ Prescriptive (Energy Code)
☐ Performance (Energy Code)
☐ Prescriptive (ASHE/AS 90.1)
☐ Performance (ASHE/AS 90.1)

THERMAL ENVELOPE

Roofing/ceiling Assembly (each assembly)

Description of assembly: _____
 U-Value of roof assembly: _____
 R-Value of insulation: _____
 Skylights in each assembly: _____
 U-Value of skylight: _____
 Total square footage of skylights in each assembly: _____

Exterior Walls (each assembly)

Description of assembly: _____
 U-Value of wall assembly: _____
 R-Value of insulation: _____
 Openings (windows or doors with glazing): _____
 U-Value of assembly: _____
 Solar heat gain coefficient: _____
 Projection factor: _____
 Door R-Value: _____

Whole house grade (each assembly)

Description of assembly: _____
 U-Value of wall assembly: _____
 R-Value of insulation: _____

Floors over unconditioned space (each assembly)

Description of assembly: _____
 U-Value of floor assembly: _____
 R-Value of insulation: _____

Floors slab on grade

Description of assembly: _____
 U-Value of floor assembly: _____
 R-Value of insulation: _____
 Horizontal/vertical requirement: _____
 Also bonded: _____

2012 NC Administrative Code and Policies

(NOT APPLICABLE)

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Thermal Zone: _____
 Winter dry bulb: _____
 Summer dry bulb: _____

Interior design conditions

Winter dry bulb: _____
 Summer dry bulb: _____
 relative humidity: _____

Building heating load: _____

Building cooling load: _____

Mechanical Space Conditioning System

Utility

Description of unit: _____
 heating efficiency: _____
 cooling efficiency: _____
 size category of unit: _____
 Boiler: _____
 Size category: If oversized, state reason: _____
 Gas: _____
 Size category: If oversized, state reason: _____

Light equipment efficiencies: _____

ELECTRICAL SUMMARY

ELECTRICAL SYSTEMS AND EQUIPMENT

Method of Compliance:

Energy Code: ☐ Prescriptive ☐ Performance
 ASHRAE 90.1: ☐ Prescriptive ☐ Performance

Lighting schedule (each fixture type)

lamp type required in fixture: _____
 number of lamps in fixture: _____
 ballast type used in fixture: _____
 number of ballasts in fixture: _____
 total wattage per fixture: _____
 total wattage per space: _____
 ballast wattage specified vs. allowed (include building or space by space)
 ball wattage wattage specified vs. allowed

Additional Prescriptive Compliance:

- ☐ 506.2.1 Motor Efficient Mechanical Equipment
☐ 506.2.2 Reduced Lighting Power Density
☐ 506.2.3 Energy Recovery Ventilation Systems
☐ 506.2.4 Electric Exhaustary Service Water Heating
☐ 506.2.5 On-Site Supply of Potable Water
☐ 506.2.6 Alternative Lighting Control Systems

2012 NC Administrative Code and Policies



PROPOSED UNMANNED WIRELESS COMMUNICATION SITE

LAKE LURE WATER TANK
 (E911) 421 NC 9 HIGHWAY
 LAKE LURE, N.C. 28746
 RUTHERFORD COUNTY



McCutchen Engineering Associates, PC
 898 W. Saint John St., Spartanburg, S.C. 29301
 Phone: 864 582 0585 | Fax: 864 582 0581

JDM

Engineer

By

Date

03/04/13

By

Date

04/03/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

By

Date

05/07/13

5/1/13



Project Number
 1201.007
 BUILDING CODE
 SUMMARY
 Sheet Number:
 BCS 0.04

LEGEND				
EXISTING	SYMBOL NAME	PROPOSED	EXISTING	SYMBOL NAME
	CATCH BASIN DROP INLET			DRAINAGE FLOW DIRECTION
	FLARED END SECTION			SWALE
	STORM MANHOLE			DISABLED PARKING
	END WALL			STRAIGHT TRAFFIC FLOW
	HEADWALL			TWO-WAY TRAFFIC FLOW
	SANITARY SEWER MANHOLE			LEFT TURN TRAFFIC FLOW
	CLEANOUT			RIGHT TURN TRAFFIC FLOW
	WATER MANHOLE			STRAIGHT LEFT TRAFFIC FLOW
	WATER VALVE			STRAIGHT RIGHT TRAFFIC FLOW
	WATER METER			LEFT & RIGHT ARROWS
	FIRE HYDRANT		X	FENCE
	FIRE DEPT. CONNECTION			SILT FENCE
	REDUCER			TREE PROTECTION WOOD STOCKADE FENCING
	WELL			PROPOSED WATER LINE
	GAS VALVE			PROPOSED FIRE LINE
	ELECTRIC MANHOLE			PROPOSED SANITARY SEWER
	TRANSFORMER			DIVERSION DITCH
	JUNCTION BOX			PROPOSED CATCH BASIN
	POWER POLE			SPOT ELEVATION
	TELEPHONE MANHOLE			INLET PROTECTION
	TELEPHONE PEDIESTAL			SITE FLAG
	LIGHT POLE			REVISION CLOUD
	SIGN			REVISION TRIANGLE
	BOLLARD			TEXT LEADER

GENERAL NOTES

THE FACILITY IS AN UNOCCUPIED WIRELESS FACILITY.

PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A SUBSTANTIAL OUTLINE ONLY. UNLESS NOTED OTHERWISE, THE WORK WILL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPROPRIATE, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.

PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS WILL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

WRITTEN AUTHORIZATION IS REQUIRED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.

CONTACT LOCAL DISREGARD HOTLINE 48 HOURS PRIOR TO PROCEEDING WITH ANY EXISTING SITE WORK OR CONSTRUCTION.

INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.

ALL WORK PERFORMED AND MATERIALS INSTALLED WILL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. THE CONTRACTOR WILL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY AGENCY AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, NATIONAL MECHANICAL CODE, AND LOCAL AND STATE ORDINANCES, CODES, ORDINANCES, AND APPLICABLE REGULATIONS.

THE GENERAL CONTRACTOR WILL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONVOY AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORDS AUTHORIZED REPRESENTATIVE.

DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. LUMP SUM ADJUSTMENTS MAY BE REQUIRED TO MEET ALL DIMENSIONS OR CONDITIONS, AND SUCH ADJUSTMENTS WILL BE INCLUDED AS PART OF THE WORK.

REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLAN OF THE SURVEY DRAWING, WILL NOT BE USED TO DETERMINE OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR WILL RELY SOLELY ON THE PLAN OF SURVEY DRAWING AND ANY SURVEYORS MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH AND WILL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE DRAWINGS, MARKINGS, AND THE FIELD ORIENTATION AS DETERMINED ON THE PLAN OF SURVEY. THE CONTRACTOR WILL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ARCHITECT/ENGINEER.

VERIFY ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIAL OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS OR DIMENSIONS SHOWN ON PLANS. SLIGHT NOTICE OF ANY DISCREPANCY IN DIMENSIONS OR OTHERWISE TO ENGINEER AND CONSTRUCTION MANAGER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.

NO PLAY OR INSURANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OF CONDITIONS THAT MAY BE ENCOUNTERED, OR OF ANY DEFICIENCIES FOR ANY OF THE REASONS STATED IN THE WORK, WILL BE ALLOWED TO DELAY ANY DELIVERY OR DELIVERY OF ALL THE REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS GOVERNING THE WORK.

WORK MUST BE FINISHED, TEMPORARILY OR PERMANENTLY, WITHIN 24 HOURS OF BEGINNING. DO NOT ALLOW THE GATE ACCESSING THE TOWER AREA TO REMAIN OPEN OR UNATTENDED AT ANY TIME FOR ANY REASON. KEEP THE GATE CLOSED AND LOCKED WHEN NOT IN USE.

KEEP THE SITE FREE FROM ACCUMULATION OF WASTE AND RUBBISH CAUSED BY EMPLOYEES. AT THE COMPLETION OF THE WORK, REMOVE ALL WASTE AND NON-CONSTRUCTION MATERIAL, INCLUDING ALL CONSTRUCTION TOOLS, EQUIPMENT, AND SUPPLIES MATERIAL, AND RESTORE THE EXISTING CONDITION FOR USE.

FOLLOW ALL APPLICABLE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), AND STATE LAWS BASED IN THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT. THESE REGULATIONS INCLUDE BUT ARE NOT LIMITED TO REGULATIONS DEALING WITH TOWER CONSTRUCTION AND SAFETY, EXCAVATING AND TRENCHING, AND WORK IN CONFINED SPACES. ENSURE THAT EMPLOYEES AND SUBCONTRACTORS WEAR HARD HATS AT ALL TIMES DURING CONSTRUCTION.

PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL CONSTRUCTION INSTALLATIONS, GROUNDING, AND DIMENSIONS AFTER Placement OF UTILITIES AND PRIOR TO BACKFILL.



DUKE ENERGY®

PROPOSED UNMANNED WIRELESS COMMUNICATION SITE

LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY



McCutchen Engineering Associates, PC

898 W. Saint John St., Spartanburg, S.C. 29301
Phone: 864 582 0585 | Fax: 864 582 0581

Sheet Number: C0.01	JDM
	Engineer
	BML
	Drawn By
	03/04/13
Date	04/03/13
A ZONING REVIEW	05/07/13
B ZONING/TC	05/07/13
Project Number	1201.1007
GENERAL NOTES AND SYMBOLS	

property of
Duke Energy
AUTHORIZED PERSONNEL ONLY!

In case of emergency, or prior to maintenance on this site, call 1-800-298-3551 and reference site site number.

IN CASE OF EMERGENCY CALL
1-800-298-3551

1 WHITE / BLUE BACKGROUND W/ BLACK LETTERING
QUANTITY: (1)
SIZE: 9" x 12"
(TO BE MOUNTED ON UNIVERSAL POWER CABINET DOOR ADJACENT TO COMPOUND ENTRY-SEE NOTE 3)

NOTICE

BEYOND THIS POINT you are entering a controlled area where RF emissions may exceed the FCC Occupational Exposure Limits. Follow all posted signs and site guidelines for working in a RF environment. Ref. FCC 47CFR1.1307(b)

3 WHITE / YELLOW BACKGROUND W/ BLACK LETTERING
QUANTITY: (1)
SIZE: 12" x 18"
(TO BE MOUNTED AT EYE LEVEL ON TOWER NEAR SAFETY CLIMB)

DO NOT CLIMB TOWER WITHOUT OWNER'S WRITTEN PERMISSION

5 WHITE BACKGROUND W/ RED LETTERING
QUANTITY: (1)
SIZE: 12" x 18"
(TO BE MOUNTED AT EYE LEVEL ON TOWER NEAR SAFETY CLIMB)

2 WHITE BACKGROUND W/ BLACK LETTERING
QUANTITY: (1)
SIZE: 12" x 18"
(TO BE MOUNTED ON A-BOX DOOR ADJACENT TO COMPOUND ENTRY - SEE NOTE 3)

NO TRESPASSING
VIOLATORS WILL BE PROSECUTED

property of
Duke Energy
AUTHORIZED PERSONNEL ONLY!

In case of emergency, or prior to performing maintenance on this site, call 1-800-298-3551 and reference site site number.

4 WHITE / BLUE BACKGROUND W/ BLACK AND BLUE LETTERING
QUANTITY: (4)
SIZE: 12" x 18"
(TO BE MOUNTED ON AT EACH SIDE OF COMPOUND FENCE)

Street Name
000

6 WHITE BACKGROUND W/ BLACK LETTERING
QUANTITY: (1) TYPICAL
SIZE: 12" x 18"
(ONE TO BE MOUNTED ON FENCE FOR ALL SITES WHERE THERE IS NO POSTED STREET # SIGN.)

SIGNAGE NOTES:

1. SIGNS SHALL MEASURE 6"X12" (UNLESS OTHERWISE NOTED), BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE AND FENCE USING A MINIMUM OF 3 (THREE) ALUMINUM WIRE RING SIGNS (AS SHOWN IN FIGURE 1) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF STAINLESS METAL AS THE SUBSTRATE TO AVOID GALVANIC CORROSION.
3. ALERT SIGN AND EMERGENCY CONTACT # SIGNS SHALL BE MOUNTED ON THE UNIVERSAL POWER CABINET DOOR ADJACENT TO THE COMPOUND ENTRY WITH PERMANENT SET ADHESIVE. TWO-SIDED TYPE SHALL BE UTILIZED AT EACH CORNER ON THE BACKSIDE TO AID PLACEMENT UNTIL ADHESIVE SETS.
4. ADDITIONAL EXIT ADDRESS SIGNS ARE REQUIRED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS ON THE COMPOUND GATE ITSELF.
5. RECOMMENDED SOURCE FOR OBTAINING SIGNAGE:

ST. CLAIR SIGNS
3164 WHITE HAMPTON BLVD.
TAYLOR, SC 29687
(864) 244-0940

RF EXPOSURE SIGNS
RICHARD TELL ASSOCIATES
3433 RUSSETT ROAD, STE 3
NORTH LAS VEGAS, NV 89030
(702) 946-3338

EXCEL SIGN & DECAL
1509 N. HARTMAN BLVD.
MARTIN, CALIFORNIA 92053
(609-962-8881)

- 1 SITE IDENTIFICATION SIGN
- 2 EMERGENCY SIGN
- 3 FCC/RF EXPOSURE SIGN
- 4 AUTHORIZED ENTRY SIGN
- 5 TOWER CLIMBING SIGN
- 6 STREET ADDRESS SIGN
- 7 INFORMATION RF EXPOSURE SIGN
- 8 TOWER REGISTRATION SIGN

ACTIVE ANTENNAS ARE MOUNTED
☐ ON THE OUTSIDE OF THIS BUILDING
☐ BESIDE THIS PANEL
☐ ON THIS STRUCTURE

STAY BACK A MINIMUM OF 3 FEET FROM THESE ANTENNAS

Contact 1-800-298-3551, OSHA, and local law enforcement prior to performing any maintenance or repairs closer than 3 feet from the antennas.

This is ALERT sign - XXX-XXX
Useful # 2

7 WHITE BACKGROUND W/ BLACK LETTERING
QUANTITY: (1) PER ACCESS GATE
SIZE: 12" x 18"
(TO BE MOUNTED ON COMPOUND ACCESS GATE)

FCC TOWER REGISTRATION NO.
1234567

8 WHITE BACKGROUND W/ BLACK LETTERING
QUANTITY: (1) TYPICAL
SIZE: 12" x 18"
(ONE TO BE MOUNTED ON COMPOUND ACCESS GATE)

5/1/13
DAVID MCDUTCHEM
ENGINEER
02555

TYPICAL SIGNS AND SPECIFICATIONS



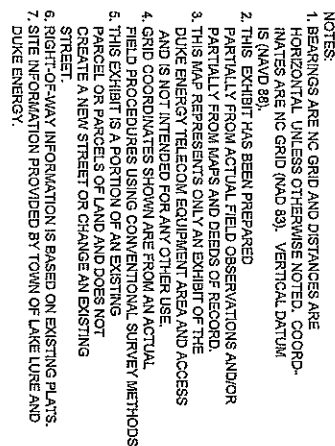
PROPOSED UNMANNED WIRELESS COMMUNICATION SITE
LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY

McCutchen Engineering Associates, PC
898 W. Saint John St., Spartanburg, S.C. 29301
Phone: 864 582 0585 | Fax: 864 582 0581

JDM
Engineer
BWL
Drawn By
03/04/13
Date
A ZONING REVIEW 04/03/13
B ZONING TC 05/07/13

Project Number
1201.007

SIGN DETAILS
Sheet Number:
C0.02



LEGEND

0' 50' 100' 150'

GRAPHIC SCALE: 1" = 50'-0"

JDm	Engineer	
BML	Drawn By	
03/04/13	Date	
A ZONING REVIEW	B ZONING/TC	04/03/13
		05/07/13

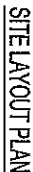


PROPOSED UNMANNED WIRELESS COMMUNICATION SITE
LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY

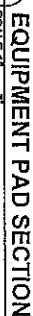


McCutchen Engineering Associates, PC
898 W. Saint John St., Spartanburg, S.C. 29301
Phone: 864 582 0585 | Fax: 864 582 0581

1. SEE CDOT FOR GENERAL NOTES AND SYMBOLS.
2. SEE C-101 FOR ADDITIONAL SURVEY INFORMATION.
3. PARKING FOR SERVICE VEHICLES WILL BE PROVIDED IN THE EXISTING PARKING LOT.



GRAPHIC SCALE: 1" = 10'-0"



C2.01 SCALE: 1" = 3'



ICE CANOPY DETAIL

5/1/13

DAVID MCCUTCHEN
ENGINEER
625635

JOHN M. MCCUTCHEN

NORTH CAROLINA
PROFESSIONAL ENGINEER

PROPOSED UNMANNED WIRELESS COMMUNICATION SITE

LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY



898 W. Saint John St., Spartanburg, S.C. 29301
Phone: 864 582 0585 | Fax: 864 582 0581

JDM

Engineer

BML

Dream By

03/04/13

Date

A ZONING REVIEW 04/03/13

B ZONING TC 06/01/13

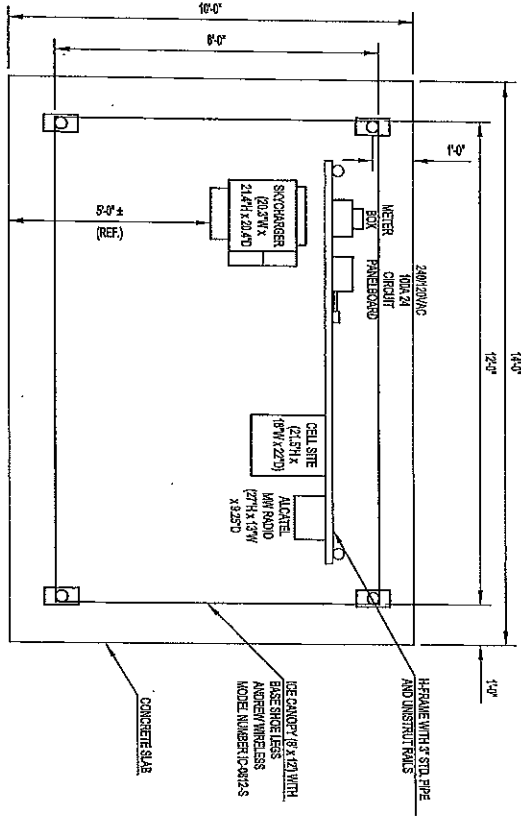
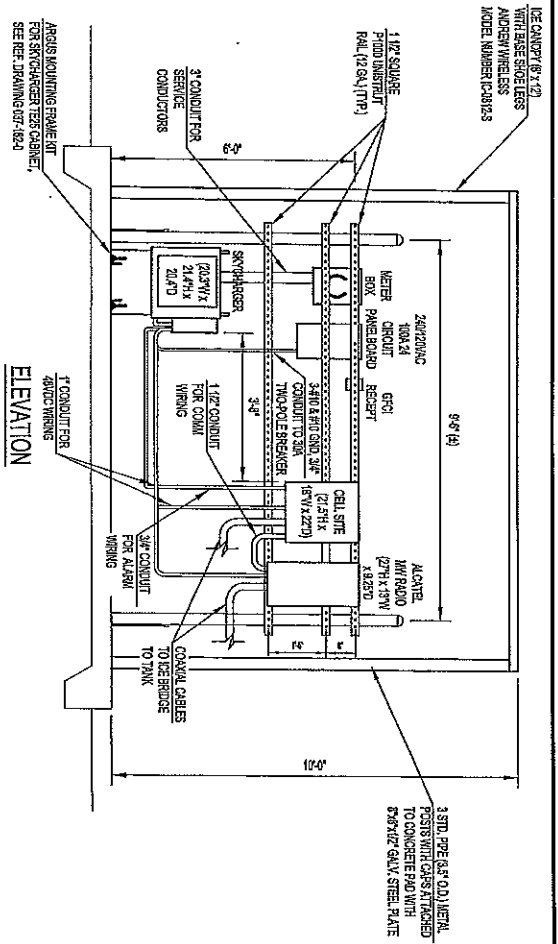
Project Number

1201_007

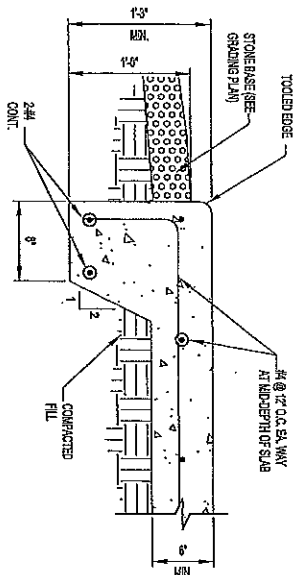
**SITE LAYOUT PLAN, TOWER
ELEVATION AND DETAIL**

Sheet Number:

C2.01



1 EQUIPMENT PAD FOUNDATION PLAN
SCALE = 3/8\"/>



2 TYPICAL SLAB EDGE DETAIL
SCALE = 1/2\"/>

- NOTES**
1. CONCRETE COMPRESSIVE STRENGTH (PSI) SHALL BE 3000 P.S.I. (MIN.) AT 28 DAYS. NOMINAL SLUMP = 4\"/>

11/13

Project Number
1201.007
 EQUIPMENT PAD
FOUNDATION PLAN,
DETAIL AND NOTES
 Sheet Number:
C6.01

DUKE ENERGY
 PROPOSED UNMANNED WIRELESS COMMUNICATION SITE
 LAKE LURE WATER TANK
 (E911) 421 NC 9 HIGHWAY
 LAKE LURE, N.C. 28746
 RUTHERFORD COUNTY

McCutchen Engineering Associates, PC
 898 W. Saint John St., Spartanburg, S.C. 29301
 Phone: 864 582 0585 | Fax: 864 582 0581

ANTENNAE AND COAXIAL CABLE SCHEDULE

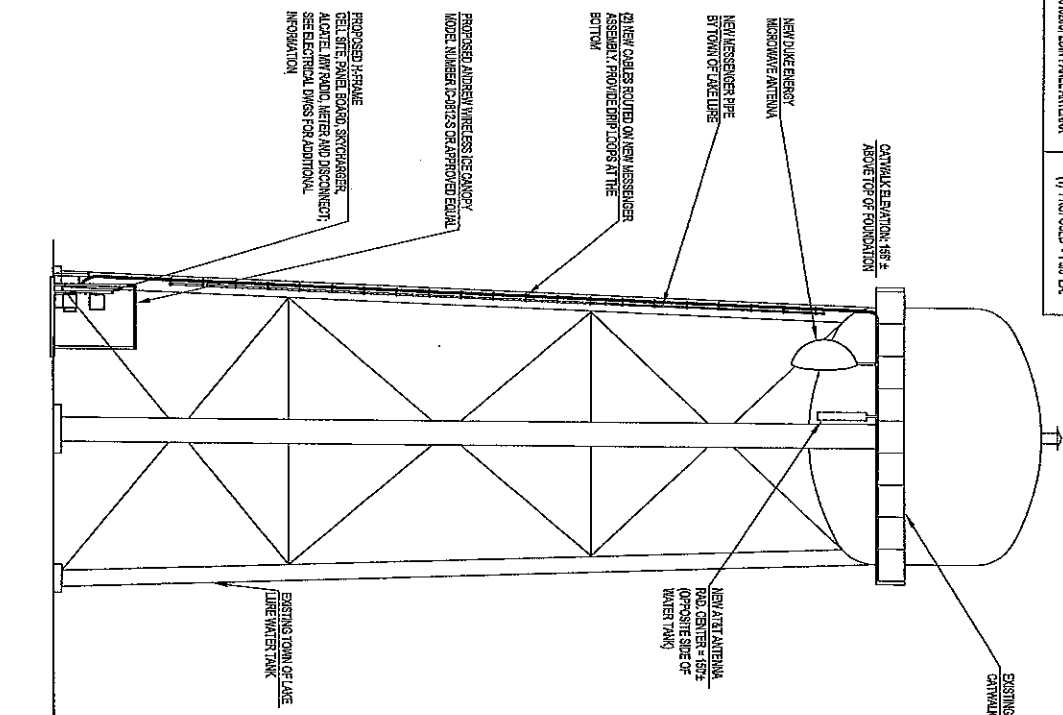
ANTENNA	COAXIAL CABLE (SIZE/TYPE)
28" ±	(1) PROPOSED - 48" EA.
19" ±	(1) PROPOSED - 48" EA.
19" ±	(1) PROPOSED - 48" EA.
19" ±	(1) PROPOSED - 48" EA.

NOTE:
THE TOWER DRAWING IS ONLY A GENERAL
REPRESENTATION OF THE TOWER. THE
ACTUAL TOWER WILL BE FIELD MAINT.

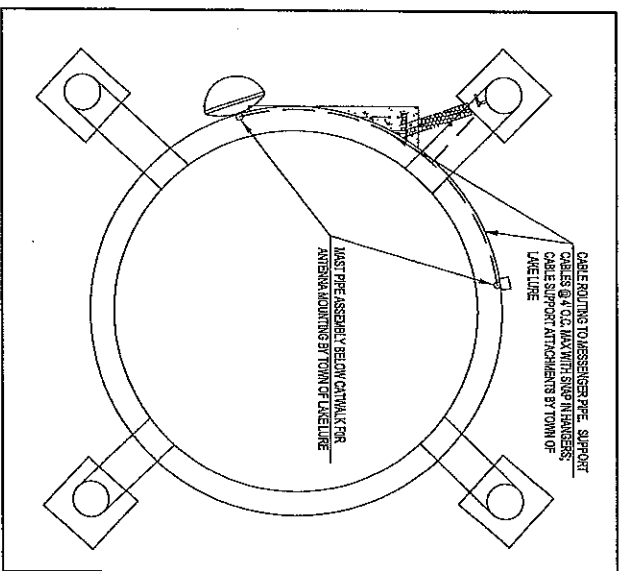
NOTE:
REPAIR/TOUCHUP ALL GALVANIZED SURFACES DAMAGED BY
IMPACT OR WEATHERING WITH AN APPROVED GALVANIZING
REPAIR PAINT.

NOTE:
FIELD VERIFY ALL CONNECTIONS
AND HARDWARE REQUIREMENTS
PRIOR TO PROCEEDING.
CONTRACTOR MAY SUBSTITUTE
EQUIVALENT MATERIALS ONLY IF
APPROVED BY ENGINEER & DUKE ENERGY

1 TOWER ELEVATION



2 WATER TANK AND ANTENNA PLAN



10/1/13
5/1/13
DAVID MCUTCHEN
ENGINEER
025435
CAROL

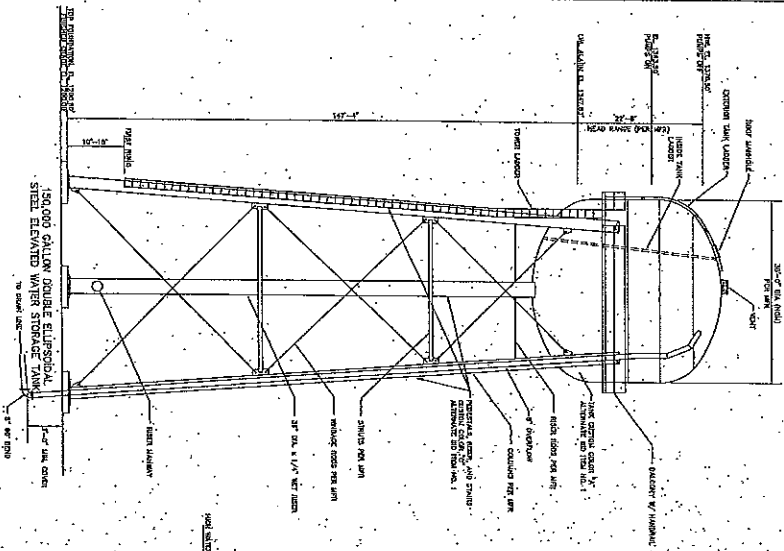


PROPOSED UNMANNED WIRELESS COMMUNICATION SITE
LAKE LURE WATER TANK
(E911) 421 NC 9 HIGHWAY
LAKE LURE, N.C. 28746
RUTHERFORD COUNTY

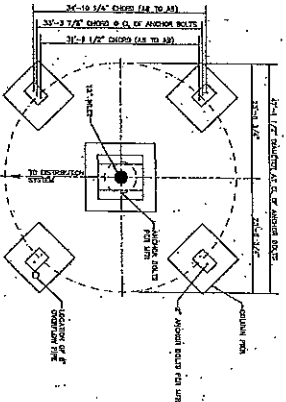


McCutchen Engineering Associates, PC
898 W. Saint John St., Spartanburg, S.C. 29301
Phone: 864 582 0585 | Fax: 864 582 0581

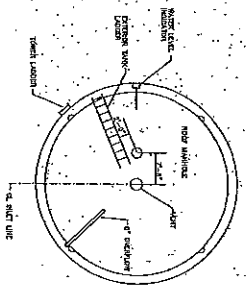
Project Number 1201.007	TOWER ELEVATION, ANTENNAE AND COAX SCHEDULE
Sheet Number: C7.01	



STORAGE TANK ELEVATION

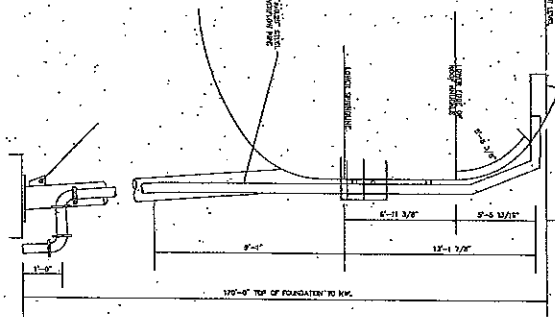


COLUMN PIER FOUNDATION PLAN
NOT TO SCALE

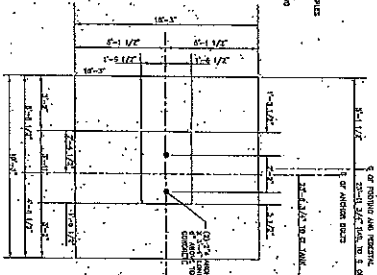


STORAGE TANK ORIENTATION

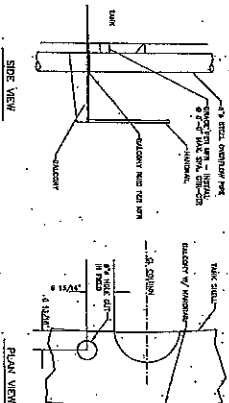
NOT TO SCALE



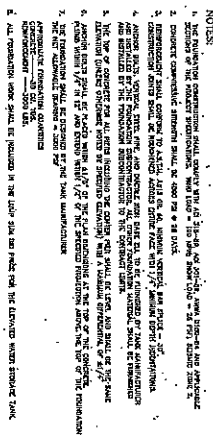
OVERFLOW PIPE INSTALLATION



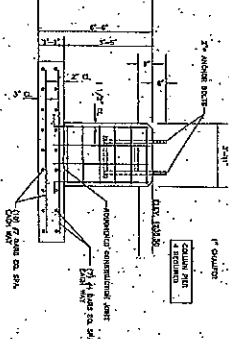
COLUMN PIER PLAN



NOT TO SCALE



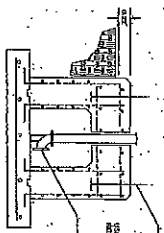
COLUMN PIER DETAILS



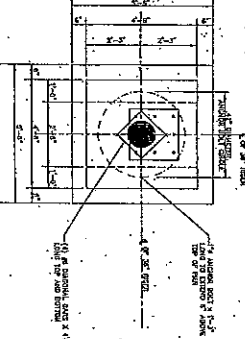
COLUMN PIER ELEVATION



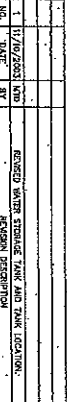
1/4" PLATE WEIR BOX DETAIL



SECTION



CENTRE PIER



CENTRE PIER DETAILS:

NO.	DATE	BY	PERSON DESCRIPTION
1	11/10/2003	KND	REMOVED WATER STORAGE TANK AND TANK LOCATION.

