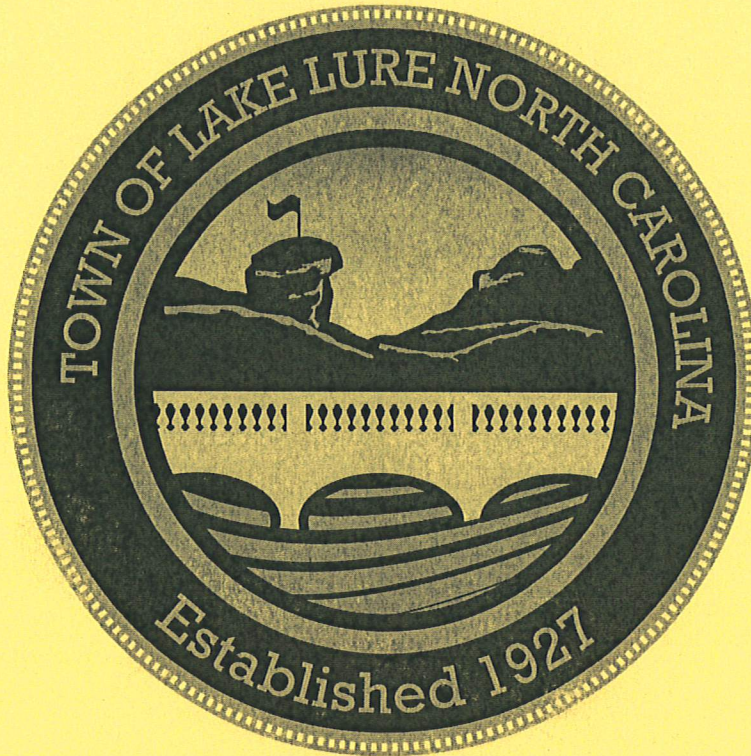


LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, May 10, 2016



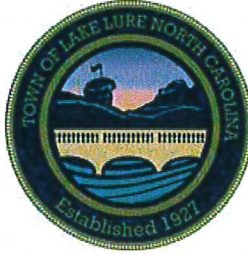
Mayor Bob Keith

Commissioner John Moore

Commissioner Mary Ann Silvey

Commissioner Stephen Webber

Commissioner Bob Cameron



REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL

May 10, 2016

6:00 p.m.

Lake Lure Municipal Center

AGENDA

1. Call to Order
Mayor
Bob Keith
2. Invocation (*Please rise and remain standing*)
Attorney
Chris Callahan
3. Pledge of Allegiance
4. Approve the Agenda
Council
5. Staff Reports
6. Council Liaison Reports & Comments
7. 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.*
8. Consent Agenda:
 - a. Approve Minutes of the April 11, 2016 Special Meeting, the April 12, 2016 Regular Meeting, and the May 1, 2016 Special Meeting
 - b. Approve a Contract Between the Town of Lake Lure and Martin Starnes & Associates, CPAs, PA. to Audit Accounts for the Town of Lake Lure
 - c. Direct the Zoning and Planning Board to Work with Environmental Management Officer Clint Calhoun to Draft Potential Amendments to the Town of Lake Lure Soil Erosion and Sedimentation Control Regulations to Ensure Compliance with State Standard as Promulgated by the NC Sediment Control Commission
9. Unfinished Business

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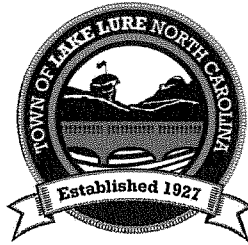
- a. Consider Approval of a Whistle Blower Policy to Be Added to the Town of Lake Lure Personnel Manual

10. New Business:

- a. Consider a Request Submitted by Donna Morrison Requesting Use of the Community Hall for Yoga Classes
- b. Presentation Concerning the Proposed Renaming of the Donald Ross Nature Trail Linda Turner
Parks & Recreation
Board Member
- c. Discussion Concerning ABC Board Licensing

11. Adjournment

Agenda Item: 8a



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, APRIL 11, 2016, 2:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Bob Keith
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner John W. Moore
Commissioner Stephen M. Webber

ABSENT: J. Christopher Callahan, Town Attorney

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 2:00 p.m.

Commissioner Stephen Webber asked to rise to a point of order regarding decorum in debate. Mayor Bob Keith agreed to allow Mr. Webber to present a prepared statement concerning decorum.

Commissioner Webber suggested that council adopt a simple mandate to leave personal grievances and personalities out of town meetings regardless of whether council members agree with each other on issues being discussed and strive to prevent contentious and heated moments in the future. Commissioner Webber further suggested that, as a collective body, and by means of concurrence, that this constitute an official apology to the Town Clerk, Town Manager, and Town Attorney for having to witness an uncomfortable situation during a closed session on March 8, 2016.

APPROVE THE AGENDA

Commissioner Stephen Webber made a motion to approve that agenda. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

**CLOSED SESSION IN ACCORDANCE WITH G.S. 143-318.11(A)(6) FOR THE
PURPOSE OF DISCUSSING PERSONNEL MATTERS - REVIEW APPLICANTS FOR
THE TOWN MANAGER POSITION**

Commissioner Bob Cameron made a motion to enter into closed session in accordance with G.S. 143-318.11(a)(6) for the purpose of discussing personnel matters (to review applications for the town manager position). Commissioner John Moore seconded the motion and the vote of approval was unanimous.

Former town manager Chris Braund and Heather Lee, representative for Developmental Associates, joined the meeting via conference call.

While in closed session council members discussed applications received for the town manager position and agreed to continue discussion of the applicants at a future meeting.

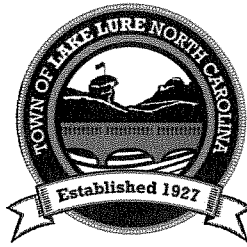
ADJOURN THE MEETING

With no further items of discussion, Commissioner Bob Cameron made a motion to adjourn the meeting. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea Calvert
Town Clerk

Mayor Bob Keith



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, APRIL 12, 2016, 6:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Bob Keith
Commissioner John W. Moore
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner Stephen M. Webber

Sam Karr, Interim Town Manager/Finance Director
J. Christopher Callahan, Town Attorney

ABSENT: N/A

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 6:00 p.m.

INVOCATION

Attorney Chris Callahan gave the invocation.

PLEDGE OF ALLEGIANCE

Council members led the pledge of allegiance.

APPROVE THE AGENDA

Council members presented changes to the proposed agenda. Commissioner Stephen Webber made a motion to approve the agenda as amended incorporating the following changes:

- removing liaison reports from the agenda
- moving item 15a a request from Laura Deaton on behalf of the Chamber of the Hickory Nut Gorge concerning the "Sale on the Trail" from the consent agenda, to new business to be discussed with item 17a, consideration of a request from Laura Deaton asking to

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host a weekly farmers market every Friday in the meadows and waive the rental fee for the events

- moving item 17d, consideration of a request from the Zoning and Planning Board to reaffirm with Chimney Rock State Park that the Town Center Small Area Plan is the official guide for redevelopment/development of the Lake Lure Town Center and should be followed when installing improvements like transportation facilities and utilities, from new business to the consent agenda

Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

PUBLIC HEARING - PROPOSED ORDINANCE NO. 16-04-12 AMENDING THE LAKE STRUCTURES REGULATIONS OF THE TOWN OF LAKE LURE CONCERNING INTENT AND APPLICATION, DESIGN AND CONSTRUCTION STANDARDS, ALTERATION AND RECONSTRUCTION OF STRUCTURES, SHORELINE STABILIZATION, LAKE STRUCTURE CERTIFICATES AND TAGS, MAINTENANCE OF STRUCTURES, MARKERS, COMMERCIAL AND MULTI-DWELLING USE LAKE STRUCTURES, CLUSTER MOORING FACILITIES, MARINAS, AND PROHIBITED USES

Mayor Bob Keith opened the public hearing regarding proposed Ordinance No. 16-04-12 amending the Lake Structure Regulations; no one requested to speak.

Commissioner Stephen Webber gave an overview of proposed Ordinance No. 16-04-12.

Council agreed to close the public hearing.

CONSIDER ADOPTION OF ORDINANCE NO. 16-04-12 AMENDING THE LAKE STRUCTURES REGULATIONS OF THE TOWN OF LAKE LURE CONCERNING INTENT AND APPLICATION, DESIGN AND CONSTRUCTION STANDARDS, ALTERATION AND RECONSTRUCTION OF STRUCTURES, SHORELINE STABILIZATION, LAKE STRUCTURE CERTIFICATES AND TAGS, MAINTENANCE OF STRUCTURES, MARKERS, COMMERCIAL AND MULTI-DWELLING USE LAKE STRUCTURES, CLUSTER MOORING FACILITIES, MARINAS, AND PROHIBITED USES

Public notices were duly given and published in the Daily Courier.

After discussion, Commissioner Bob Cameron made a motion to adopt Ordinance No. 16-04-12 amending the Lake Structures Regulations of the Town of Lake Lure concerning intent and application, design and construction standards, alteration and reconstruction of structures, shoreline stabilization, lake structure certificates and tags, maintenance of structures, markers,

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commercial and multi-dwelling use lake structures, cluster mooring facilities, marinas, and prohibited uses. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

Commissioner Stephen Webber thanked everyone that was involved with the process of drafting the ordinance.

ORDINANCE NUMBER 16-04-12

AN ORDINANCE AMENDING CHAPTER 94 LAKE STRUCTURE REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES CONCERNING INTENT AND APPLICATION, DEFINITIONS, DESIGN AND CONSTRUCTION STANDARDS, ALTERATION AND RECONSTRUCTION OF STRUCTURES, SHORELINE STABILIZATION, LAKE STRUCTURE CERTIFICATES AND TAGS; MAINTENANCE OF STRUCTURES, MARKERS, COMMERCIAL AND MULTI-DWELLING USE LAKE STRUCTURES, CLUSTER MOORING FACILITIES, MARINAS, AND PROHIBITED USES

WHEREAS, the Town of Lake Lure Lake Advisory Board has recommended modifications to Chapter 94, concerning the Lake Structure Regulations of the Town of Lake Lure; and

WHEREAS, the Lake Lure Town Council, after due notice, conducted a public hearing on the 12th day of April, 2016, upon the question of amending the Lake Structure Regulations in this respect.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN REGULAR SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE.

SECTION ONE. § 94.01 through § 94.15 of the Lake Structure Regulations of the Town of Lake Lure are hereby amended as follows:

§ 94.01 INTENT AND APPLICATION

(A) Intent. All land covered by the waters of Lake Lure at full pond is owned by the Town of Lake Lure. Said lake is held in trust by the Town of Lake Lure for the benefit of the citizens of Lake Lure. Based on the above, the Town Council desires to establish regulations governing all structures to be erected and maintained within the boundaries of the lake for the purpose of enhancing the health, safety, and welfare of the general public and to preserve the property of the Town and the properties of upland land owners. **(Original Ordinance Adopted 12-15-92)**

(B) Application. No structure shall hereafter be erected or maintained within the lake boundary of Lake Lure within the corporate limits of the town and no use made of the water surface and land thereunder or any facility or structure located thereon, except in conformity with the

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regulations of this chapter, or amendments thereto. Issuance of a permit or certificate for a lake structure does not confer any rights to ownership of land or water owned by the town.

(C) The Town recognizes that some lake structures with living quarters existed at the time of adoption of these regulations. It is the intent of the Town that this non-conforming use of lake structures eventually goes away. These structures may continue such use, including repairs and remodeling consistent with these regulations, until the structure is voluntarily removed or involuntarily destroyed.

§ 94.02 DEFINITIONS

“Involuntary Destruction” - Destroyed or rendered useless by an act of God or force of nature. This shall not include structures rendered useless due to decay or deterioration as the result of neglect and lack of maintenance.

“Lake Advisory Committee Board” - The committee board appointed by Town Council to advise the Town Council, the Marine Commission, and administration staff, on lake related issues. (Adopted 8-14-07)

“Lake Structure.” Anything constructed or erected within the lake boundary including any pier, dock, boathouse, slip, ramp, swimming float, sea wall, or similar facility whether fixed or floating or a combination thereof, used primarily as a stationary facility for the mooring or housing of watercraft and associated items; and, used for lake access and related recreational activities. Lake structures shall not be used as living quarters.

“Marina, Restricted” - A facility with a lakefront location contiguous to a private development or commercial property which provides temporary or permanent watercraft moorings for rent or lease to occupants, guests, clients, or customers of that property only, and not to the general public not doing business with that property.

Marina, Unrestricted” - A facility with a lakefront location which provides temporary or permanent watercraft moorings for rent or lease and may also include the rental, sale or repair of boats, boat motors, and accessories, and/or the sale of marine fuel and lubricants, bait and fishing equipment, and the like to the general public. (Amended 4-12-05, 8-14-07, 3-11-14)

“Reconstruction” - Full or partial replacement of a lake structure or more than 50% of the structure's support base. The support base consists of all components underlying but within the exterior perimeter of the structure.

“Repair; Internal, External, or Cosmetic” - Actions that affect the general maintenance of a lake structure but do not alter electrical or plumbing systems, or the outer dimensions of the structure. In example; painting, staining, or pressure washing; replacing decking inside or outside of a structure; replacing exterior siding; replacing the roof covering, felt or sheeting; removing and replacing rooftop decks; replacing entrance or boat slip doors, replacing windows; or, replacing

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any portion of approved decktop accessory structures. Also included are standard repairs of electrical or plumbing items by licensed professionals.

“Repair, Structural” - Actions that affect sea walls and other shoreline stabilization methods; or, the support base, framing, electrical or plumbing systems, or alteration of the outer dimensions of any lake structure. In example; support posts, footers, studs, headers, top or bottom wall plates, load bearing walls, floor joists, rafters, wiring, circuit breakers, or sewer connections; or, repairs affecting height, length, width, or relationship of the structure to setbacks.

“Usable Shoreline” - The shoreline length on lots of record that is available for use for lake structures after subtracting the required 30 feet for both 15-foot side yard setbacks from the measurable shoreline.

§ 94.05 DESIGN AND CONSTRUCTION STANDARDS

The following standards shall be adhered to during the design and construction of any structure on Lake Lure. The Lake Structure Administrator will carefully examine plans submitted with any applications for a lake structure permit as described in § 94.03, to be sure that the plans meet the following provisions. Requests for variances must be made when the lake structure permit application is submitted. **(Amended 8-14-07)**

(A) ~~Except as provided in this paragraph and in (D) below,~~ Effective the date of this regulation, December 15, 1992, the minimum measurable shoreline length required to construct any lake structure shall be 100 feet. ~~provided that the minimum measurable shoreline length required to construct any lake structure on lots of record that existed prior to December 15, 1992, shall be 80 feet, and further provided that seawalls and only one pier not more than four feet in width may be constructed on a lot provided minimum setbacks are met.~~ Nonconforming lots of record that existed prior to these regulations, with 35 to 100 feet of measurable shoreline length, may construct any authorized lake structure, provided minimum setbacks are met, and the owner of the subject lot does not own contiguous upland property to enable conformity to the minimum measurable shoreline length through recombination. When contiguous upland property is owned by the same owner, it shall be legally recombined to achieve the longest shoreline length possible, before any lake structure is approved. In rare situations, recombination may not be legally possible. Should recombination not be allowed, the subject shoreline shall be treated as though it is not continuously owned. See examples A and B below. Sea walls are allowed on any lot subject to shoreline stabilization requirements in §94.07 of these regulations. **(Amended 7-11-06, 9-12-06)**

(1) Covered or enclosed structures, including boathouses, shall be limited to a width of 45 feet or 45% of the measurable shoreline length, or the usable shoreline length of the upland lot, whichever is less.

(2) Lots with 100 feet or more of measurable shoreline length shall be limited to any authorized lake structure or combination thereof, with a maximum of three moorings or slips,

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provided minimum setbacks are met. Other provisions of these regulations shall apply and the maximum number of moorings or slips shall not be varied.

(3) Lots of record with 35 to 100 feet of measurable shoreline length shall be limited to any authorized lake structure or combination thereof, with a maximum of two moorings or slips, and shall not exceed the usable shoreline length. Variances are not permitted for the maximum number of moorings or slips; or, structures that are larger than what the usable shoreline will accommodate. Covered or enclosed structures shall require a Lake Structure Appeals Board determination the proposed structure will not materially obstruct the view of the lake from any adjacent upland property. Other provisions of these regulations shall apply. See examples C and D below.

(4) Lots of record with a minimum measurable shoreline length of less than 35 feet shall be limited to a single mooring, which shall not be varied. This mooring may be part of a pier not to exceed six feet in width. The pier will be centered on the subject shoreline to the greatest extent possible but, without variance, shall be allowed up to five feet off center. When placed off center, the tie up cleats will be on the side of the pier with the greatest area available between the pier and the projected property line. Other provisions of these regulations shall apply, which may require a variance.

EXAMPLE A: A lot of record has 50 feet of measurable shoreline which, after subtracting the 30 feet for both 15-foot side yard setbacks, could accommodate a boathouse with one slip in the 20 feet of remaining usable shoreline.

EXAMPLE B: The same owner in example A owns the small upland lot of record next door with 25 feet of measurable shoreline, which would normally allow a single pier. That owner could not build the small boathouse on the one lot and the pier on the other. Instead, that owner must recombine the lots to provide 75 feet of measurable shoreline before building any structure. If the recombination was not allowed for some legal reason, then both lots could be built upon.

EXAMPLE C: Assume the recombination in example B did occur. On the new 75 foot lot, the owner would be allowed to build any authorized lake structure that would fit in the resulting 45 feet of usable shoreline, but still subject to the lesser 45% of the measurable shoreline length for covered or enclosed structures, which is 33.75 feet in this scenario. The owner could then build a boathouse up to 33.75 feet wide with two slips anywhere within that 45 feet of usable shoreline. The remaining usable shoreline space could be used for docks and access.

EXAMPLE D: A lot of record with only 40 feet of measurable shoreline could build a small lake structure up to 10 feet wide. Conversely, that same lot could not get a variance to build the structure 11 feet wide or wider. The usable shoreline (10 feet) in this example is less than the 45% (18 feet) of the measurable shoreline.

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(B) No structure shall be placed in the water more than 30 feet or one third the distance to the opposite shore, whichever is less, as measured to and from the shoreline. At least one third of the waterway ~~must~~ shall be left unobstructed. No portion of any lake structure shall extend beyond this boundary. For the purpose of positioning lake structures along an irregular boundary, the shoreline shall be defined as the straight line between the two widest points on the shoreward side of the structure, where they meet the shoreline. The measurement to the opposite shore shall be made to the point on the opposite shore which results in the shortest distance from the proposed structure. **(Amended 4-12-05, 4-12-11)**

(C) No portion of any structure shall be located closer than 15 feet to any side lot line, as projected into the lake. The projection of the lot line shall be a straight line on the same bearing as the lot line and shall extend no further than 30 feet or one third the distance to the opposite shore. ~~as described in Paragraph (B).~~ This provision does not apply to sea walls. See also paragraph (M) below regarding boardwalks. **(Amended 4-12-05, 3-11-14)**

~~(D) The maximum width of any boat slip, whether covered or uncovered, shall be 11 feet and a maximum of three such slips shall be allowed contiguous to any upland lot which meets the minimum measurable shoreline length of 100 front feet. For lots of record with a measurable shoreline length of less than 100 front feet and more than 80 front feet of shoreline, two mooring slips shall be allowed for any lake structure or any combination of lake structures. If slips are not utilized as the moorings, a maximum, of three permanent moorings as designated on the design plans shall be allowed for any lake structure or combination of lake structures contiguous to any upland lot which meets the minimum measurable shoreline length standard of 100 front feet. For lots of record with a measurable shoreline length of 80 front feet and less than 100 front feet of shoreline, a total of two moorings, for permanent or temporary use, shall be allowed for any lake structure or combination of lake structures. For any lake structure or combination of lake structures with less than 80 front feet of measurable shoreline, one mooring, for permanent or temporary use, shall be allowed. This provision does not apply to cluster mooring facilities (see § 94.13) or marinas (see § 94.14).~~

Type of Structure	Shoreline — Length	Shoreline — Length	Shoreline Length
	Less than 80 feet	80 to 100 feet (Lots of Record)	100 feet or Greater
Pier	1	N.A.	N.A.
Slip	None	2	3
Mooring	1	2	3

See Section 94.02 Definitions on pages 2-5.
(Amended 4-12-05, 7-11-06, 8-14-07, 12-9-14)

(E) (D) Hand rails should be constructed in such a way so as not to interfere with boaters' visibility.

(F) (E) Height.

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~~(G)~~ (F) Materials of construction for pilings shall include reinforced concrete, hot dipped galvanized steel, aluminum, or pressure treated wood, provided railroad ties and other wood treated with creosote or similar material shall not be allowed. Anchorages for floating docks and piers shall be of galvanized steel cables or the equivalent secured to reinforced concrete anchorage on the lake bottom and/or to steel anchor piles in firm ground on shore. Alternate materials may be approved if specified by a licensed engineer or architect and does not pose an environmental threat. **(Amended 6-18-01, 7-11-06)**

~~(H)~~ (G) The town exercises no jurisdiction or control over the design of structures to be built over the lake, but strongly urges that the design of lake structures be architecturally compatible with that of the residence(s) on the adjoining upland lots. **(Amended 7-11-06)**

~~(I)~~ (H) Any sewage or waste water systems installed in or on lake structures must meet state and local codes. **(Amended 8-14-07)**

~~(J)~~ (I) No lake structure shall be designed, constructed or used as temporary or permanent living quarters.

~~(K)~~ (J) Satellite dish antennas of not more than 30 inches in diameter may be installed on lake structures, provided they do not exceed the highest portion of the lake structure to which it is attached.

~~(L)~~ (K) Moored Floating Platforms.

~~(M)~~ (L) Boardwalks shall not exceed four feet in width and shall not extend more than six feet into the lake. If approved by adjoining property owners, a boardwalk may run the full distance from property line to property line or even cross the property line if the adjacent properties' owners approve of its construction and wish it to continue along in front of their property.

~~(N)~~ (M) Covered or enclosed structures, including boathouses, shall be limited to a width of 45 feet or 45% of the measurable shoreline length of the upland lot, whichever is less.

~~(O)~~ (N) No lake structure, other than seawalls, shall obstruct the free flow of water in the lake.

~~(P)~~ (O) As a condition of issuance of a permit, all structures built above the roof of a boathouse or covered slip, including decks and deck top accessory structures, shall require certification by a licensed architect or engineer that the boathouse structure is capable of supporting the dead and live load of the rooftop structure. Excluded from this requirement are structures installed rather than built (such as umbrellas, awnings, canopies, or moored inflatable platforms) so long as these structures do not exceed 150 pounds in total weight. **(Amended 10-20-98, 7-11-06, 10-13-09)**
Penalty, see § 94.99

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~~(Q)~~ (O) Temporary mooring at commercial and resort locations shall be identified by a sign which states that the mooring may only be occupied during the hours between 6:00 a.m. and 12:00 midnight.

~~(R)~~ (P) These standards shall not apply to any lake structures owned or proposed by the Town of Lake Lure, providing that designs for such structures have been reviewed and approved by the Lake Advisory Board and the Town Council. **(Amended 3-11-08)**

§ 94.06 ALTERATION REPAIR, AND RECONSTRUCTION, AND REMOVAL OF STRUCTURES

~~(A) Repairs which cost 50% or more than 50% of the appraised value of the lake structure being repaired shall constitute reconstruction and the property owner must apply for and be granted a lake structure permit as described in § 94.03 before any work is performed. Internal, external, and cosmetic repairs do not require a lake structure permit, unless a county building permit is required. It is the property owner's responsibility to determine if a county building permit is required for the work being performed.~~**(Amended 10-20-98, 7-11-06, 8-14-07)** Penalty, see §94.99

~~(B) Repairs costing less than 50 % of the appraised value of a lake structure being repaired require a building permit, but will not constitute reconstruction as long as it does not involve alterations to the electrical or plumbing systems, dimensional measurements of the structure, height, or projections into the lake or setbacks from adjacent property lines. Any repairs involving any of the mentioned modifications shall constitute reconstruction and the property owner must apply for and be granted a Structural repairs and reconstruction of lake structures require a lake structure permit as described in §94.03 before any work is performed. A survey shall be required, and must accompany the application for all structural repair and reconstruction endeavors that affect the physical location, outer dimensions (height, length, width), projection into the lake, or setbacks of a lake structure. A county building permit may also be required depending on the nature and extent of the work.~~ **(Adopted 7-11-06; Amended 8-14-07)**

~~(C) Reconstruction of lake structures shall be permitted as described in § 94.03; shall begin within 18 months from the date of condemnation, collapse, or destruction; and, must shall meet the following requirements:~~ **(Amended 8-14-07)**

(1) The original structure may be replaced with a like structure, not necessarily of the same dimensions, (i.e. a dock with a dock, a boathouse with a boathouse) and ~~not to~~ shall not include ~~existing~~ living quarters over the water. **(Adopted 7-11-06)**

(2) Height and projection into the lake meets current standards as described in § 94.05. **(Adopted 7-11-06)**

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(3) The number of permanent moorings meets current standards as described in § 94.05. ~~with the allowance of one permanent mooring for an adjacent upland lot with a measurable shoreline length of less than 80 feet.~~ (Adopted 7-11-06)

(4) The distance from the lake structure to the projected upland lot property lines, if less than 15 feet, ~~may~~ shall be no closer to the projected lot line than the structure being replaced and ~~may~~ shall not encroach on or over projected property lines. (Adopted 7-11-06)

(D) Cleanup and removal of condemned, collapsed, or involuntarily destroyed structures shall begin within 90 days of the date of condemnation, collapse, or destruction. Hazardous items such as fuel, lubricants, paint, chemicals, unused boat batteries, etc., shall be removed immediately to protect water quality.

~~(D)~~ (E) These standards shall not apply to any lake structures owned by the Town of Lake Lure, providing that designs for such structures have been reviewed and approved by the Lake Advisory Board and the Town Council. (Amended 3-11-08)

§ 94.07 SHORELINE STABILIZATION

(B) The shoreline stabilization or construction shall address erosion above and below the shoreline elevation of 990 feet MSL. The level of protection depends on the lakeside wind and boat activity at the particular location and the potential of erosion of the upland lot. (Note: Refer to § 94.05 ~~(F)~~(I) for details on how to establish the shoreline elevation of 990 feet MSL.) The Erosion Control Officer will determine the type of stabilization required. (Adopted 7-11-06)

§ 94.08 LAKE STRUCTURE CERTIFICATE AND TAG; MAINTENANCE OF STRUCTURES

(A) All structures on the waters of Lake Lure, either new or existing prior to the adoption of this section, shall require a lake structure certificate and tag issued in accordance with this section. All owners of existing structures deemed in compliance with §§ 94.05 ~~(D)~~, ~~(F)~~, ~~(J)~~ and ~~(K)~~, 94.07, 94.09 through 94.11 and 94.15 will be issued a lake structure certificate and accompanying tag after the Lake Structure Administrator receives the lake structure certificate fee and approves the property owner's lake structure certificate application. The tag must be attached to the lake structure so it is visible from the water before December 1, 1994 and be renewed every five years. Therefore any structure not having a lake structure tag attached by December 1, 1994 shall be considered in violation of this ordinance. Any boathouse which cannot qualify for a certificate and tag either because it is not in compliance with this section or because it is not in the same ownership as the upland lot shall be removed at the owner's expense. Owners of upland property who fail to comply with this section shall be ineligible to receive a boat permit. (Amended 8-14-07)

§ 94.09 MARKERS

No markers or signs, other than navigational aids that comply with the Uniform Waterway Marking System and the North Carolina Wildlife Resources Commission's regulations shall be placed within the lake bed. Placement of these markers will be reviewed and approved by the Lake Advisory ~~Committee~~ Board. Unauthorized movement or removal of markers will result in the revocation of all Lake Lure Boat Permit(s) held by the owner(s) of the boat(s) used for such activity and the penalties and civil fines described in section § 94.99. (Amended 8-14-07).

§ 94.12 COMMERCIAL AND MULTI-DWELLING USE LAKE STRUCTURES

(A) The Lake Structure Administrator and the Lake Advisory Board shall review each lake structure permit application for any new or existing structure that is to be built or converted for commercial or multi- dwelling use. The application review will confirm that the proposed facility conforms to these regulations, evaluate its impact on the lake's carrying capacity, and determine that the location will not be adverse to navigation and boating safety or to any nearby residential area with single family dwellings. A recommendation based on this review will then be submitted to Town Council. The Town Council shall approve or deny the request after examining the report. Specific design standards, restrictions, and/or prohibitions may be varied by a special grant from Town Council if specifically requested by the petitioner as part of a commercial lake structure application and if the special grant is found to secure general welfare and the best overall interest of the public and the municipality. Town Council may also apply specific conditions with non-conforming upon commercial lake structures as Council deems necessary. (Adopted 8-14-07, Amended 12-22-15)

(B) As an exception to paragraph (A) above, any application to change the use of a lake structure with non-conforming living quarters to a commercial use, shall be submitted to the Lake Structure Appeals Board for approval or disapproval, and then to the Town Council for further appeal if necessary. The Lake Structure Appeals Board will determine if the application is consistent with § 94.01 (A) concerning the "health, safety, and welfare of the general public". Further, the board will determine if the change in use positively or negatively impacts the preservation of Town property or the properties of upland and adjacent land OWNERS.

§ 94.13 CLUSTER MOORING FACILITIES

(A) The Lake Structure Administrator and the Lake Advisory ~~Committee~~ Board shall review each lake structure permit application for a cluster mooring facility. The application review will confirm that the proposed facility conforms to these regulations, evaluate its impact on the lake's carrying capacity, and determine that the location will not be adverse to navigation and boating safety or to any nearby residential area. A recommendation based on this review will then be submitted to Council. The Council shall approve or deny the request after examining the report. (Adopted 4-12-05; Amended 8-14-07)

§ 94.14 MARINAS

(A) The Lake Structure Administrator and the Lake Advisory ~~Committee~~ Board shall review all lake structure permit applications for marinas, restricted and unrestricted.

(E) Sale of fuel, lubricants, boats, marine accessories, bait and fishing supplies and repair of boats shall be permitted only at unrestricted marinas, provided the upland property is zoned for commercial use. (**Adopted 10-20-98, Amended 8-14-07**) Penalty, see § 94.99

§ 94.15 PROHIBITED USES

(H) The permanent mooring of more than ~~3~~ three motorized boats at any one lake structure or combination of lake structures (other than a marina or cluster mooring facility) adjacent to ~~one~~ an upland lot with a minimum required width of 100 front feet at shoreline measurable shoreline length of 100 feet or more. (**Amended 4-12-05**)

(I) The permanent mooring of more than ~~2~~ two motorized boats at any one lake structure or combination of lake structures (other than a marina or cluster mooring facility) adjacent to ~~one~~ an upland lot that is a lot of record with a width of less than 100 feet at shoreline measurable shoreline length of 35 to 100 feet. (**Amended 4-12-05**)

(J) The permanent mooring of more than one motorized boat at any one lake structure (other than a marina or cluster mooring facility) adjacent to an upland lot of record with a measurable shoreline length of less than 35 feet.

(~~J~~) (**K**) The permanent mooring at a cluster mooring facility of more than ~~3~~ three motorized boats per 100 front feet at shoreline of upland lot(s) adjacent to a cluster mooring facility. (**Amended 4-12-05**)

(~~K~~) (**L**) The permanent mooring at a marina of more than ~~5~~ five motorized boats per 100 front feet at shoreline of upland lot(s) adjacent to a marina. (**Amended 4-12-05**)

(~~L~~) (**M**) The permanent mooring of any boats licensed for commercial use at a lake structure with an upland lot that is not zoned in accordance with or having a conditional use permit to comply with Section 1.59 of the Lake Use Regulations requirements for lake commercial licensing and supporting criteria. (**Amended 4-12-05, 8-14-07**)

(~~M~~) (**N**) The use of any lake structure as temporary or full time living quarters. (**Amended 4-12-05**)

(~~N~~) (**O**) The rental of a mooring at a dock, boathouse or any other lake structures in the manner of a marina when the adjacent upland lot is zoned R-1. (**Amended 4-12-05, 8-14-07**)

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(P) (P) The commercial or multi-dwelling use of a lake structure adjacent to an upland lot that is zoned R-1 with the exception of lake structure(s) approved by Town Council for commercial or multi dwelling use or those lake structure(s) that are approved as the permanent mooring address on an annual Lake Commercial License during the applicable calendar year. **(Adopted 8-14-07)**

(P) (Q) Any temporarily moored inflatable water recreation device larger than 80 square feet in area or 10 feet in diameter, and any such device in the lake from December 1 through March 31. **(Adopted 4-12-11)**

(R) Sale of fuel, lubricants, boats, marine accessories, bait and fishing supplies and repair of boats shall be prohibited at restricted marinas.

[ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~.]

SECTION TWO. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION THREE. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION FOUR. The enactment of this ordinance shall in no way affect the running of any amortization provisions or enforcement actions, or otherwise cure any existing violations.

SECTION FIVE. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 12th day of April, 2016.

PUBLIC HEARING – RESOLUTION NO. 16-04-12 CONCERNING SEWER RATES
--

Mayor Bob Keith opened the public hearing regarding proposed Resolution No. 16-04-12 updating the sewer rates.

Commissioner Bob Cameron gave a brief history of the town's wastewater treatment plant and options for correcting sewer plant issues. Mr. Cameron explained that there are two

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options for securing funds for proposed improvements to the town's wastewater treatment facilities: get a regular loan with would cost around \$2.5 million in interest or apply for a 0% percent interest loan that requires the sewer rates to increase (based on the average income of town residents).

Town of Lake Lure Brand Manager Valerie Hoffman explained different ways that customers will be informed about the new sewer rates and proposed projects.

Harlow Brown of Brown Consultants, also presented information concerning the proposed sewer rates. Mr. Brown explained that a new plant needs to be constructed or a pipeline will be built to connect to the Town of Spindale's treatment facility. Mr. Brown explained that state would likely create a mandate, which would eliminate potential options, if no action is taken. Mr. Brown answered citizens' questions relating to the proposed Greenline Project and proposed Resolution No. 16-04-12.

Council agreed to close the public hearing.

CONSIDER ADOPTION - RESOLUTION NO. 16-04-12 CONCERNING SEWER RATES

After further discussion, Commissioner Stephen Webber asked for clarification stating that the draft resolution was numbered as 16-04-12A (the number given to a resolution to be considered later in the meeting) while the agenda lists the resolution number as 16-04-12. The town clerk clarified that the proper number for the proposed resolution concerning sewer rates is 16-04-12.

After discussion, Commissioner Stephen Webber made a motion to adopt Resolution No. 16-04-12 as presented. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

RESOLUTION NO. 16-04-12

**A RESOLUTION OF THE TOWN OF LAKE LURE, NORTH CAROLINA, AMENDING
THE UTILITY RATES**

**BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
THAT THE FOLLOWING IS ADOPTED AS TO TOWN'S UTILITY FEE SCHEDULE
EFFECTIVE APRIL 28, 2016:**

Water & Sewer Connections	Water Inside Rate	Water Outside Rate	Sewer Inside Rate	Sewer Outside Rate
Connection 3/4" or less	\$1,155	\$1,445		
Connection 1"	\$1,735	\$2,080		
Connection 2"	\$2,890	\$3,235		

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Connection 3"	\$4,045	\$4,620		
Connection 4"	\$5,780	\$6,355		
Connection 4" or less			\$1,155	\$1,445
Connection 6"			\$1,735	\$2,080
Connections 8"			\$2,890	\$3,235
Discovery of Unapproved Connection:			Double Tap Fee + 2 yrs service back pay	
Bimonthly Water Rates				
Basic Service Residential	\$54.00	\$108.00		
Basic Service Commercial	\$65.00	\$128.00		
Usage 0-5,000 gals. (per 1,000 gal. rate)	\$4.46	\$8.91		
Usage over 5,000 - 20,000 gals.	\$5.12	\$10.18		
Usage over 20,000 gals.	\$5.72	\$11.50		
Bimonthly Sewer Rates				
Residential User			\$139	\$277
Comm.- Small User			\$157	\$315
Comm.-Medium User			\$279	\$559
Comm.- Large User			\$439	\$878
Comm.- X Large User			\$964	\$1,929
Comm.- XX Large User			\$1,929	\$3,857
Other Fees				
Late Payment	\$25.00	\$25.00	\$25.00	\$25.00
Water Turn-On Fee (voluntarily turned off)	\$40.00	\$40.00		
Transfer Fee	\$20.00	\$20.00	\$20.00	\$20.00
Re-connection Fee (non-payment cutoff)	\$200.00	\$200.00	\$200.00	\$200.00

Chimney Rock Water Bimonthly Rates	Basic Service
Basic Service Residential	\$60.00
Usage 0-5,000 gals. (per 1,000 gal. rate)	\$2.50
Usage over 5,000 - 20,000 gals.	\$3.00
Usage over 20,000 gals.	\$4.00

Garbage / Recycling		
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Curbside Residential Garbage Collection (weekly)	free	included in taxes
Curbside Collection of Hard Trash or Lake Debris	free	by appointment
Curbside Recycling Collections	\$8.50/month	
Recycle Bins (each)	\$9.00	
Recycle Bin Lids (each)	\$6.00	

Adopted this the 12th day of April, 2016.

PRESENTATION: TOWN OF LAKE LURE WEED PATCH MOUNTAIN RECREATIONAL PARK PARTF GRANT APPLICATION

Debbie Shetterly of Shetterly Conservation Consulting presented information concerning the Town of Lake Lure Weed Patch Mountain Recreational Park PARTF grant application.

PUBLIC HEARING - TOWN OF LAKE LURE WEED PATCH MOUNTAIN RECREATIONAL PARK PARTF GRANT APPLICATION

Mayor Bob Keith opened the public hearing regarding the Town of Lake Lure Weed Patch Mountain Recreational Park PARTF grant application; no one requested to speak.

Council agreed to close the public hearing.

CONSIDER APPROVAL OF THE TOWN OF LAKE LURE WEED PATCH MOUNTAIN RECREATIONAL PARK PARTF GRANT APPLICATION

Public notices were duly given and published in the Daily Courier newspaper.

After discussion, Commissioner Stephen Webber made a motion to approve the Town of Lake Lure Weed Patch Mountain Recreational Park PARTF grant application as presented. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

STAFF REPORTS

Interim Town Manager Sam Karr presented a brief staff report.

PUBLIC FORUM

Mayor Bob Keith invited the audience to speak during public forum.

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Lorrie Barnwell of 115 Pine Tree Court asked council to consider revising the Zoning Regulations Section 92.116(d) and explained that she and others in Lake Lure Village Resort would like to install a fence with a less invasive metal backing. This is not allowed under the current regulations.

After discussion, Commissioner John Moore made a motion to direct the Zoning and Planning Board to review Section 92.116(d) of the Town's code of ordinances and provide a recommendation to town council. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous. Commissioner Moore encouraged Ms. Barnwell to attend the next Zoning and Planning Board meeting.

CONSENT AGENDA

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

Commissioner Stephen Webber made a motion to approve the consent agenda as amended. Commissioner Mary Ann seconded the motion and the vote of approval was unanimous. Therefore, the consent agenda incorporating the following items was unanimously approved:

- a. minutes of the March 8, 2016 regular meeting;
- b. an agreement with PANGEA concerning fiber optic internet service; and
- c. a request from the Zoning and Planning Board to reaffirm with Chimney Rock State Park that the Town Center Small Area Plan is the official guide for redevelopment/development of the Lake Lure Town Center and should be followed when installing improvements like transportation facilities and utilities

End of Consent Agenda.

NEW BUSINESS:

CONSIDER APPROVAL OF A REQUEST FROM LAURA DEATON ON BEHALF OF THE CHAMBER OF THE HICKORY NUT GORGE TO HOST A WEEKLY FARMERS MARKET EVERY FRIDAY IN THE MEADOWS AND WAIVE THE RENTAL FEE FOR THESE EVENTS

Laura Deaton provided information relating to a request to hold a farmer's market in the meadows. Ms. Deaton explained that the Chamber of the Hickory Nut Gorge will be a sponsor of proposed market that will be held weekly on Friday afternoons.

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Council members discussed a previous market that was in town near the ABC store and asked if vendors would be required to pay a fee to be part of the proposed market. Ms. Deaton explained that a nominal fee would be paid by merchants, but that fee must stay low in order to remain in line with other markets in the area.

Council explained that the Chamber would qualify for the reduced rental fee as a non-profit and discussed potential use of other properties in order to avoid the requested fee waiver.

The board discussed concerns about the selling of alcohol (bottled wine) in the meadow and explained that the canopies may require fabric structure permits. Ms. Deaton stated that they do not plan to have amplified sound at the events and no signs are currently proposed for the events.

After further discussion, Commissioner John Moore made a motion to approve use of the meadows for four Fridays beginning May 27, 2016 at a total cost of \$250 in order to hold a farmer's market and waive the deposit for the events. After the four week trial period council will revisit the topic if necessary. Commissioner Bob Cameron seconded the motion and the motion carried with a vote of three to one in favor. Commissioner Mary Ann Silvey voted in opposition of the motion and explained that she does not oppose the concept of the farmer's market, but has an issue with not following the current policy for waiving of rental fees.

CONSIDER APPROVAL A REQUEST FROM LAURA DEATON ON BEHALF OF THE CHAMBER OF THE HICKORY NUT GORGE TO SUSPEND THE PEDDLING ORDINANCE FOR THE "SALE ON THE TRAIL", ALLOW USE TO THE BASKETBALL COURTS FOR THE EVENT AND WAIVE THE RENTAL FEE FOR USE OF THE MEADOWS

Laura Deaton explained that the Chamber had originally requested use of the grassy area in front of the arcade building as they have done in previous years for the Sale on the Trail, but town staff suggested they use the basketball courts and meadows area for the event.

After discussion, council approved use of the grassy area in front of the arcade building for the "Sale on the Trail". Ms. Deaton withdrew her request to use the meadows for the "Sale on the Trail."

Mayor Bob Keith recessed the meeting briefly and reconvened.

NEW BUSINESS:

CONSIDER APPROVAL OF A ZONING COMPLIANCE PERMIT TO CONSTRUCT A DECK AT LAKE LURE BEACH SUBMITTED BY LAKE LURE TOURS

Zoning Administrator Sheila Spicer gave an overview of ZP-2016017, a Zoning Compliance Permit Application from Lake Lure Tours requesting approval to construct a new deck at the Lake Lure beach in front of the existing beach house.

Lake Lure Tours Manager Steve Miller explained that the proposed deck will allow more opportunity for use of the area and discussed as funding for the project.

Commissioner Webber asked if the proposed deck fits within the town center plan. Community Development Director Shannon Baldwin explained that review by the planning board hasn't taken place.

After discussion, Commissioner John Moore made a motion approve ZP-2016017 contingent upon approval from the Zoning and Planning Board. Commissioner Bob Cameron seconded and the vote of approval was unanimous.

NEW BUSINESS:

HEARING – CONSIDER AN APPEAL OF A CIVIL PENALTY FROM DALE SHIELDS CONCERNING A NOTICE OF VIOLATION OF THE SOIL EROSION AND SEDIMENT CONTROL REGULATIONS

Commissioner Webber inquired as to why the ordinance requires appeals of violations of the Soil Erosion and Sediment Control Regulations be heard by town council since it is an appeal of a code enforcement officer and suggested that council may want to consider reviewing the ordinance to see if it should be amended. Attorney Chris Callahan agreed to research the reasoning behind the ordinance requiring the appeal to come before town council instead of the Board of Adjustment.

Sworn in Environmental Management Officer Clint Calhoun provided testimony concerning a civil penalty issued to Dale Shields regarding violations at 119 Waterpoint Drive as outlined in his memo dated April 5, 2016. (Copy of memo attached) Mr. Calhoun stated that Mr. Shields was directed to cease construction, but work continued at the site.

Mr. Calhoun explained that an application for land disturbance was submitted by Mr. Shields on Monday (February 8, 2016) and Zoning Administrator Sheila Spicer was on the site the following day (Tuesday, February 9, 2016) and directed Mr. Shields to stop work since his permit had not been processed. Mr. Calhoun visited the site the following day and told Mr. Shields not to continue construction. Mr. Calhoun stated that he found out on that Friday (February 12, 2016) that Mr. Shields had continued construction at the site.

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Commissioner Bob Cameron asked Mr. Calhoun if the area of the land disturbed was greater than the minimum area that requires a permit, 100 square feet. Mr. Calhoun explain that the area of disturbed land in the project was 500 square feet (which would be the cutoff if the property was not within 50 of the shoreline).

Commissioner Stephen Webber stated that he called Mr. Calhoun prior to the meeting and informed him that he would have a couple questions for him during the meeting.

Commissioner Webber asked Mr. Calhoun if his frustration played any part in the amount of the fee assessed for the citation and the length of the suspension.

Mr. Calhoun explained that when he arrived on site where Mr. Shields' crew was working on the project he was angry and told Mr. Shields he should fine him \$5,000. However, after going back to his office he took time to review the situation and he determined the appropriate civil penalty and that the fine assessed was objective, not subjective.

Commissioner Webber reviewed the three violations listed and asked Mr. Calhoun questions relating to the violations.

Commissioner Bob Cameron asked Mr. Calhoun if there have been penalties this large assessed to anyone in the past. Mr. Calhoun acknowledged that others have been fined the same amount or more at least twice before.

Commissioner Mary Ann Silvey stated that the citation for a single day civil penalty and the penalty could have been charged for each day of working out of compliance. Council acknowledged that the fines could have been a maximum of \$5,000 per day.

Commissioner John Moore asked if there have been similar fines assessed to others prior to this occurrence and if an application had been filed in those cases. Mr. Calhoun stated that in one case when a penalty was charged an application had been filed and in another instance no application had been filed.

Commissioner Moore asked Mr. Calhoun about the timeframe for processing applications and Mr. Calhoun explained the regulations allow 3-10 days for processing permits if no additional information is needed or required from the applicant and then processing time is based on his work load and the size of project.

Dale Shields was sworn in. Mr. Shields stated that he has been in business for 25 years and admitted he started the job without having an approved permit. Mr. Shield described a small turn around area with no gravel where water ran down the driveway at the property and provided background concerning the project.

Mr. Shields stated that he submitted his application for a land disturbance and Mr. Calhoun agreed to allow him to go ahead and bring in materials for the job to keep his employees

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working. Mr. Shields further explained that there was no place at the site for the fill dirt so his crew went ahead and packed dirt around the edge of the house to make more room. Mr. Shields presented a copy of text messages between him and Mr. Calhoun. (exhibit A, attached)

Commissioner Stephen Webber asked Mr. Shields if he had ever received a citation from the Town prior to the one being appealed. Mr. Shields described an instance where he was issued a fine when John Cloud cut some trees in the trout buffer and Mr. Shields' crew cleared the brush. Mr. Shields stated that he did not have to pay the penalty in the incident described.

Commissioner Webber stated that he spoke to Mr. Shields prior to the meeting and told him what questions he would be asking during the meeting.

Commissioner Webber asked Mr. Shields if he did work without a permit, and Mr. Shields admitted that he did. Commissioner Webber asked Mr. Shields if he continued work after being instructed to stop. Mr. Shields stated that he did because of a miscommunication. Commissioner Webber asked Mr. Shields if he did what was on the plan he submitted or more and Mr. Shields stated that he only did what was on the plan.

Mr. Shields explained that Vic Knight secured permitted for the site after the original plan had been completed.

Commissioner Webber explained that the one year suspension from pulling permits does not prevent Mr. Shields from doing work in town, but prevents him from obtaining a permit in his name.

Mr. Shields cited miscommunication as circumstance for reduction of the penalty.

Commissioner John Moore asked if Mr. Shields could give council assurance that a similar occurrence will not happen again. Mr. Shields stated that it will never happen again.

After discussion Commissioner Mary Ann stated that she believes council should support Mr. Calhoun's decision and made a motion to uphold the fine as written and the prohibition of Mr. Shields pulling permits for one year (with the understanding Mr. Shields can still work, he is just not allowed to secure his own permits). There was no second and the motion did not carry.

Commissioner Stephen Webber explained that the intent is to try to serve justice and made a motion to reduce the fine to \$1,500 with a 6 month suspension from pulling permits in his name. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

Mr. Shields asked permission from council to allow him to pay half of the penalty at the end of April and the other half at the end of May.

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Commissioner John Moore made a motion to allow Dale Shields to pay \$750 (half of the penalty) by the end of April, 2016 and the remaining \$750 by the end of May, 2016 with the 6 months permitting suspension beginning on the date the notice was issued. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

NEW BUSINESS:

APPOINTMENT – BOARD OF ADJUSTMENT/LAKE STRUCTURE APPEALS BOARD

Council members voted by written ballot.

Interim Town Manager Sam Karr announced that Ron Erickson was appointed to fill the remainder of Patricia Maringer's regular position on the Board of Adjustment/Lake Structure Appeals Board with a term expiring December 31, 2016, and Lyn Weaver was appointed to fill the remainder of Ron Erickson's alternate position with a term expiring December 31, 2016.

NEW BUSINESS:

CONSIDER ADOPTION OF RESOLUTION NO. 16-04-12A APPROVING APPLICATION FOR LOANS/GRANTS FOR GREENLINE SEWER INTERCONNECT

Commissioner Stephen Webber made a motion to adopt Resolution No. 16-04-12A approving application for loans/grants for the greenline sewer interconnect. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

RESOLUTION NO. 16-04-12A

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection system, and

WHEREAS, The Town of Lake Lure has need for and intends to construct a (wastewater collection system,) project described as (force main to transfer sewer to Spindale WWTP), and

WHEREAS, The Town of Lake Lure intends to request state (loan) assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE Town Council OF THE Town of Lake Lure:

That Town of Lake Lure, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State (loan) award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Lake Lure to make scheduled repayment of the loan, to withhold from the Town of Lake Lure any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Sam Karr, Interim Manager the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a (loan) to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 12th day of April, 2016.

NEW BUSINESS:
CLOSED SESSION IN ACCORDANCE WITH G.S. 143-318.11(A)(6) FOR THE
PURPOSE OF DISCUSSING PERSONNEL MATTERS RELATING TO THE TOWN
ATTORNEY

Commissioner Stephen Webber made a motion to enter into closed session in accordance with G.S. 143-318.11(a)(6) for the purpose of discussing personnel matters relating to the town attorney. Commissioner Bob Cameron seconded the motion and the vote of approval was unanimous.

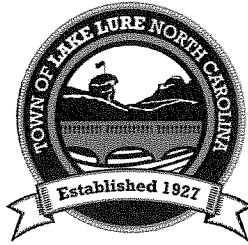
ADJOURN THE MEETING

With no further items of discussion, Commissioner Bob Cameron made a motion to adjourn the meeting. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea H. Calvert

Mayor Bob Keith



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, MAY 2, 2016, 9:30 A.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Bob Keith
Commissioner Mary Ann Silvey
Commissioner Bob Cameron
Commissioner John W. Moore
Commissioner Stephen M. Webber

ABSENT: J. Christopher Callahan, Town Attorney

CALL TO ORDER

Mayor Bob Keith called the meeting to order at 9:30 a.m.

APPROVE THE AGENDA

Commissioner Stephen Webber made a motion to approve the agenda as presented. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

**CLOSED SESSION IN ACCORDANCE WITH G.S. 143-318.11(A)(6) FOR THE
PURPOSE OF DISCUSSING PERSONNEL MATTERS - REVIEW APPLICANTS FOR
THE TOWN MANAGER POSITION**

Commissioner Stephen Webber made a motion to enter into closed session in accordance with G.S. 143-318.11(a)(6) for the purpose of discussing personnel matters relating to applicants for the town manager position. Commissioner Mary Ann Silvey seconded the motion and the vote of approval was unanimous.

Commissioner Stephen Webber made a motion to invite Heather Lee, representative for Developmental Associates, into the closed session portion of the meeting. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

Council members reviewed applications for the town manager position and other information provided by developmental associates relating to the applicants.

At 11:00 a.m. Heather Lee left the meeting, and council recessed the meeting briefly

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reconvening at 11:08 a.m.

After discussion, council invited Finance Director/Interim Town Manager Sam Karr into the closed session to continue discussion concerning filling the vacant town manager position.

After further discussion, Council agreed to leave the closed session portion of the meeting.

Council members confirmed that a special meeting will be held on May 23, 2016 at 9:30 a.m. and a special meeting/assessment of applicants to be held on June 9 and 10, 2016.

ADJOURN THE MEETING

With no further items of discussion, Commissioner Bob Cameron made a motion to adjourn the meeting at 11:49 a.m. Commissioner John Moore seconded the motion and the vote of approval was unanimous.

ATTEST:

Andrea Calvert
Town Clerk

Mayor Bob Keith

Agenda Item: 8b

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 24, 2016

Sam Karr, Finance Director
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Lake Lure, NC, as of June 30, 2016, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Lake Lure's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that certain supplementary information, such as Management's Discussion and Analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits schedules
- Local Government Employees' Retirement System's schedules

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Supplementary information other than RSI will accompany the Town of Lake Lure's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budget and actual schedules
- Supplemental ad valorem tax schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Fiscal performance and analysis information
- Introductory information
- Statistical tables

We will make reference to the component unit auditor's audit of the Town of Lake Lure ABC Board in our report on your financial statements.

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph (if any) when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Lake Lure's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and
7. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of the Town of Lake Lure's basic financial statements. Our report will be addressed to the governing body of the Town of Lake Lure. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

We will provide copies of our reports to the Town of Lake Lure; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Provisions of Engagement Administration and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are stated in the Contract to Audit Accounts. Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Lake Lure's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

The contract fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$250 per hour.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature. With respect to any nonattest services we perform, the Town of Lake Lure's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth the understanding of the Town of Lake Lure.

Acknowledged and agreed on behalf of the Town of Lake Lure by:

Name: _____

Title: _____

Date: _____

CONTRACT TO AUDIT ACCOUNTS

Of Town of Lake Lure, NC
Primary Governmental Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 24th day of February, 2016,

Auditor: Martin Starnes & Associates, CPAs, P.A. Auditor Mailing Address: _____

730 13th Avenue Drive SE, Hickory, NC 28602 Hereinafter referred to as The Auditor

and Town Council (Governing Board(s)) of Town of Lake Lure, NC
 (Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2015, and ending June 30, 2016. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Circular A-133 for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2016. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, agreed-upon procedures report, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <http://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. Whenever the Auditor uses an engagement letter with the Governmental Unit, Item #17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #22 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.

See attached engagement letter.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of October 2015. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.)

Town of Lake Lure, NC

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Town of Lake Lure, NC

- FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]

Audit \$20,800

Preparation of the annual financial Statements \$3,600

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 18,300

** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Martin Starnes & Associates, CPAs, P.A.

Name of Audit Firm

By Amber Y. McGhinnis, Senior Audit Manager

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date February 24, 2016

amcghinnis@martinstarnes.com

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Lake Lure, NC

Name of Primary Government

By Bob Keith, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

N/A

**

Signature of Audit Committee Chairperson

Date N/A

** If Governmental Unit has no audit committee, mark this section "N/A"

Town of Lake Lure, NC

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28

(a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Sam A. Karr, Finance Director

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate must be dated.)

findir@townoflakelure.com

Email Address of Finance Officer

Date Primary Government Governing Body
Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.) Town of Lake Lure, NC
Governmental Unit
N/A
Discretely Presented Component Units (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units ****

N/A FEES
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit N/A

Preparation of the annual financial Statements N/A

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ N/A
**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

N/A
Name of Discretely Presented Component Unit

By N/A
DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board

Date N/A

By N/A
Chair of Audit Committee - Type or print name

N/A **
Signature of Audit Committee Chairperson

Date N/A
**** If Governmental Unit has no audit committee, mark this section "N/A"**

N/A
PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By N/A
DPCU Finance Officer:
Type or print name

N/A
DPCU Finance Officer Signature
Date N/A
*(Pre-audit Certificate **must be dated.**)*

N/A
Email Address of Finance Officer

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

N/A

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – If there is a reference to an engagement letter or other document (ex: Addendum), has the engagement letter or other document been acknowledged by the Governmental Unit and attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slg/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Steven Holmberg of our office at 919-807-2394 steven.holmberg@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



Koonce, Wooten & Haywood, LLP
CERTIFIED PUBLIC ACCOUNTANTS

SYSTEM REVIEW REPORT

To the Partners of Martin Starnes & Associates, CPAs, P.A.
and the Peer Review Committee of the North Carolina Association
of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 21, 2015

Raleigh
4060 Garrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3511 Shannon Road
Suite 100
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

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Agenda Item: 8c



TOWN OF LAKE LURE *Lake Operations Department*

MEMORANDUM

To: Mayor and Town Council

From: Clint Calhoun, Environmental Management Officer

Date: April 27, 2016

Subject: Changes to Chapter 96, Town of Lake Lure Soil Erosion and Sedimentation Control Regulations

In 2005, the Town of Lake Lure adopted sediment and erosion control regulations and received approval from the State to operate a delegated local program. The regulations that were adopted were based on the State's model ordinance that was provided to us as a guide for constructing our local regulations. The current regulations follow the model very closely, except in cases where the Town chose to be stricter than the state. An example of this would be the Town's regulatory minimum of 100 square feet of disturbance within 50 feet of a watercourse.

The last time Chapter 96 was amended was in June 2007. Since that time there have been several changes to the NC Sedimentation Control Act, mostly pertaining to projects over one acre, but some of these changes do trickle down to smaller projects. There have also been some more recent changes that deal with issuances of Notices of Violations to first time violators as well as some new appeal provisions. The following is a break down of the changes to the NC Sedimentation Control Act:

- Transference of a plan to a successor owner without the permission of the plan holder under certain conditions.
- Performance of self-inspections on a project and the maintenance of records on the part of the property owner.
- Option for appeals of a plan modification or disapproval.
- Changes requiring hand-delivery of Notices of Violations to first-time violators, as well as provision of technical assistance.
- Changes to the appeals process when civil penalties are assessed.
- Provisions for remittance of civil penalties, based on a hearing before the NC Sediment Control Commission.

Our goal as a local program is to enforce the NC Sediment Control Act under the authority granted to us by the NC Sediment Control Commission. As such, we are required to keep our local ordinance up-to-date, in accordance with the Act.

As Environmental Management Officer, I am asking Council to request the Planning Board to work in collaboration with me to draft new amendments to Chapter 96, the Town of Lake Lure Soil Erosion and Sedimentation Control Regulations to ensure compliance with State standards.

Recommended Motion by Town Council: “I move that the Town Council commission the Planning Board to collaborate with Clint Calhoun, Environmental Management Officer to draft amendments to the Town of Lake Lure Soil Erosion and Sedimentation Control Regulations to ensure compliance with State standards as promulgated by the NC Sediment Control Commission.”

Cc. Dean Givens, Lake Operations Director

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Agenda Item: 9a

Andi Calvert

From: Julie Scherer
Sent: Monday, April 25, 2016 2:35 PM
To: Andi Calvert
Subject: Whistleblower Policy

The Town was recently notified that the grant we turned in to the North Carolina Department of Public Safety for the Police Department's Body Cams and 2 additional in-car video systems was approved. In order to receive funding, the Town has to have an adopted Whistleblower Policy. A draft of a policy for consideration will be presented to Council at the April 28th meeting.

Julie T. Scherer
Accountant
Town of Lake Lure, NC
(828) 625-9983 ext 103

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Will be
renumbered
as necessary

If approved, the proposed Whistle Blower Policy will be added to the Town of Lake Lure Personnel Manual as **ARTICLE XVIII**

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ARTICLE XVIII. WHISTLEBLOWER POLICY

Section 1. Purpose

The purpose of this policy is to provide protection to town employees for reporting improper governmental activities.

Section 2. Policy

Employees shall be encouraged to report verbally or in writing to their supervisor, department head, or other appropriate authority, evidence of activity by a department or employee constituting the following:

- (a) Violation of state or federal laws, rules or regulations;
- (b) Fraud;
- (c) Misappropriation of public resources;
- (d) Substantial and/or specific danger or safety hazard to public health;
- (e) Mismanagement, a waste of monies, or abuse of authority;

Employees shall be free of intimidation or harassment when reporting to public bodies about matters of public concern, including offering testimony to or testifying. No department head, agency or institution or other town employee exercising supervisory authority shall discharge, threaten or otherwise discriminate against a town employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, unless the employee knows or has reason to believe the report is inaccurate.

No employee shall retaliate against another employee because the employee, or a person acting on behalf of the employee, reports or is about to report, verbally or in writing, any activity described in this policy. No department head, agency or institution

or other employee exercising supervisory authority shall discharge, threaten or otherwise discriminate against a town employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee has refused to carry out a directive which in fact constitutes a violation of state or federal law, rule or regulation or poses a substantial and specific danger or safety hazard to public health. It is further understood no town employee shall retaliate against another employee because the employee has refused to carry out a directive which may constitute a violation of state or federal law, rule or regulation, or poses a substantial and specific danger to safety hazard to public health.

Any town employee injured by a violation of this policy may maintain an action in superior court for damages, an injunction, or other remedies provided in this Article against the person or agency who committed the violation within one year after the occurrence of the alleged violation of this Article. A court, in rendering a judgment in an action brought pursuant to this Article, may order an injunction, damages, reinstatement of the employee, the payment of back wages, full reinstatement of fringe benefits and seniority rights, costs, reasonable attorney's fees or any combination of these. If an application for a permanent injunction is granted, the employee shall be awarded costs and reasonable attorney's fees. If in an action for damages the court finds that the employee was injured, the court may award as damages up to three times the amount of actual damages plus costs and reasonable attorney's fees against the individual.

Agenda Item: 10a

Andi Calvert

From: Andi Calvert
Sent: Wednesday, May 4, 2016 3:23 PM
To: Commissioners
Subject: FW: May 10th meeting at 6pm

I received the email below from Donna Morrison asking to be added to the council meeting agenda.

I will include her request when I send out the packet on Friday, but I just spoke to Ms. Morrison on the phone and wanted to provide additional details.

She is interested in using the community hall on Wednesday afternoons from around 4:45-8:00p.m. (including setup time).

I looked in the rental book and the Community Hall is available every Wednesday evening for the rest of 2016.

She will be at the May 10th council meeting to present her request.

Andi Calvert
Town Clerk

2948 Memorial Highway
Lake Lure, NC 28746
Office: 828.625.9983, Ext. 104
Web: townoflakelure.com



From: Donna Morrison [mailto:donnabuddhagirl@gmail.com]
Sent: Wednesday, April 27, 2016 6:29 PM
To: Andi Calvert <townclerk@townoflakelure.com>
Subject: Fwd: May 10th meeting at 6pm

See below please :)

----- Forwarded message -----

From: Donna Morrison <donnabuddhagirl@gmail.com>
Date: Wed, Apr 27, 2016 at 6:27 PM
Subject: May 10th meeting at 6pm
To: townclerk@townoflakelure.com

Hello

I would like to add my name to the meeting to discuss Yoga classes being held at the Town Hall . First as a 8 week series and then as a permanent class for the community.

Is there room to add me to the nights meeting on May 10th?

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Revised 8/07/15



2948 MEMORIAL HWY.
P.O. BOX 255
LAKE LURE, NC 28746
828-625-9983

PERMIT FOR USE OF TOWN RENTAL FACILITIES

This Permit for Use application is entered into by and between the Town of Lake Lure ["Town"] and

THE CHAMBER OF HICKORY NUT GORGE ["Responsible Party"].

Name P.O. Box 32 CHIMNEY ROCK NC 28720
Mailing Address City State Zip

828-625-2725 (OFFICE) / 828-429-1113 (WYN HARDY)
Contact Phone Number(s)

In consideration of the Responsible Party's request to use the: (Check one)

- ☐ Lake Lure Gazebo
☐ Community Hall in Municipal Center
☒ Meadows

It is agreed by the parties that:

REQUIREMENTS

1. The Responsible Party will be solely and wholly responsible for any and all damage sustained to the premises indicated above during or as a result of the event set forth below.
2. The Responsible Party shall indemnify and hold harmless the Town from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this permit, or any means of ingress to and egress from these premises.
3. It is understood that this Permit is issued only to the aforesaid Responsible Party and may not be transferred or assigned, and shall not be inure to the benefit of any successor or assignee of the Responsible Party.
4. The consumption of alcoholic beverages of all types is specifically prohibited. And the use of tobacco products of any kind in any building is specifically prohibited.
5. The Responsible Party shall ensure that the premises are cleaned after the event and all trash is collected and removed.

Type of Event: FOOD VENDING AND FIREWORKS INDEPENDENCE WEEKEND

Date of Event: SUN 7/3/16 Actual time of ceremony or event 11:00 AM - 10:00 PM
FIREWORKS 9:15 - 9:45 PM

FEES FOR USE OF TOWN FACILITIES

(Circle all applicable fees)

Rental Facilities	Standard Rate	Discounted Rate (for qualifying charitable events /Town Employees	Security Deposit	Trash Disposal Fee
Lake Lure Pavilion (Gazebo) - per event	\$500	\$100	\$250	Call for current fee
Community Hall - Half Day Rental (<4 Hours)	\$100	\$50	\$250	
Community Hall - Full Day Rental (>4 Hours)	\$200	\$50	\$250	
Morse Park Meadows Rental Rates	Standard Rate		Security Deposit	Trash Disposal
Meadows - Full Day Rental	\$250		\$250	Call for current fee
Meadows - Full Day Rental - Qualifying Charitable Event	\$100		\$250	
Recycle Bins	\$10 each per day			
Electric Hook-up	\$10 per day			
Water Hook-up	\$10 per day			

To reserve a date, fees and security deposits for requested facilities must be tendered with the Permit for Use application. If event is cancelled after booking, the deposit will be withheld and fee returned. After the event is held, and the facility is cleaned and vacated at the specified time, the deposit will be returned by mail the following week. Please note that refunds will not be given due to inclement weather.

Additional Permits Required

Will your event:

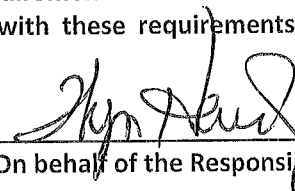
- ☐ Include amplified music or P.A. systems? *[Town entertainment event permit required]*
- ☐ Utilize a tent? *[Town fabric structure permit required. Council approval required for all over 2,000 sq ft]*
- ☒ Have vendors or sales of food or other items (e.g., art)? *[Town Council's approval required]*
- ☐ Include alcohol? *(Not allowed in Meadows or Gazebo area) [For Community Hall, Town Council's approval required – meetings are the 2nd Tuesday each month]*

[] Entertainment Event Permit attached

[] Fabric Structure Permit attached

[] Request Letter to Town Council attached

I acknowledge that I have read and understand the requirements of this Permit as set forth above and agree as an agent of the Responsible Party to abide fully with these requirements. Failure to comply with all requirements will result in a forfeiture of deposit.

Signed:  _____
On behalf of the Responsible Party named above

Permit Issued on this ____ day _____, 20____.

APPROVED: _____, Town of Lake Lure, NC

GUIDELINES FOR RENTAL OF TOWN BUILDINGS

The Gazebo is available for rent by individuals, groups and organizations for meetings, reunions, etc. No open flames permitted. Charcoal grills are available for public use at the picnic shelters located behind the Community Center. Please note: no charcoal or gas grilling is permitted in any area other than near the picnic shelters. **(The Gazebo is 35' in diameter, the arches are 9'6" high, and the middle of Gazebo is 18')**

The Municipal Center's Community Hall was designed and intended for use as a public place primarily by groups or Town residents. **Regularly scheduled Town governmental functions and meetings have priority when scheduling the use of the Community Hall.** The Community Hall is 1404 sq. ft. - 36' x 39' (with the wall up) and is equipped with 16 – 2 ½'x6' - folding tables (each capable of seating 6 persons), approx. 140 stackable chairs, and limited kitchen facilities (again, this is for warming and serving food, **not** food preparation). **With tables and chairs, there is a limit of 93 people according to the fire code. 200 people are allowed in the room if just the chairs are used.**

The consumption of alcoholic beverages of all types without specific approval from the Town Council (Council will not grant approval for alcoholic beverages at the Gazebo), and the use of tobacco products of any kind upon the premises is specifically prohibited.

The responsible party shall ensure that the premises are cleaned after the event and all trash is collected and removed from the building and or Gazebo area. This will include all flowers, decorations, food, etc. **Do not** leave behind any artificial flowers **or** petals; doing so will result in forfeiture of deposit. Trash receptacles for building rental is provided and located on the west side of the building.

The tables and chairs with the building rental shall be put away in closets after the event as part of the renter's responsibilities. Chairs, tables, dollies or town equipment are not to be removed from the building for any reason at any time.

There is to be no use of glue guns, nails, hooks or screws of any kind or size on any town owned walls or structures. Please do not hang decorations from any light fixtures in or out of buildings. Hooks that may be used for decorating are provided intermittently at the Gazebo.

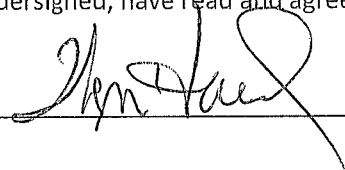
Cooking of foods in the Municipal Hall kitchen or Gazebo area is prohibited. However, reheating and warming of food is allowed in the kitchen and catered foods are allowed at the Gazebo or Municipal Hall. All related trash and waste must be removed from rental facilities.

Peddling (selling) is prohibited on any town property without a waiver from Town Council prior to any event. Town Council meetings are held at 7:00 pm, the second Tuesday of each month at the Town Hall.

Failure to adhere to the above mentioned guidelines will result in the forfeit of part or all of your deposit.

I, the undersigned, have read and agree to abide by the guidelines described above.

Signed



Dated

5/31/16

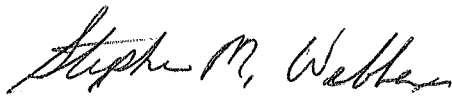
Agenda Item: 15d

May 16, 2016

SUBJECT: Agenda Item for June 14, 2016 Regular Town Council Meeting

I request the following be placed on the agenda under New Business for the June 14, 2016 Regular Council Meeting.

Discussion regarding process for review and approval of governmental signage, content, size, and consistency with the various Town plans and branding.

A handwritten signature in cursive script, reading "Stephen M. Webber".

STEPHEN M. WEBBER
Commissioner

PARKS & RECREATION RECOMMENDATION FOR RENAMING THE DONALD ROSS NATURE TRAIL

At the March Council meeting, Jim Walters, chairman of the Parks & Recreation Board, presented a first-time policy on naming/renaming Town Park facilities, which was unanimously approved by Council at that meeting. In keeping with the renaming process as described in that document, I'm here tonight to ask for your approval of a new name for the Donald Ross Nature Trail.

As we've learned through research and debate over the years, there is no real evidence that Donald Ross designed our golf course or had any direct involvement. While he was very active in the region in the 1920s and the course carries some traditional Donald Ross features, the fact is that our course was designed and the construction supervised by Wayne Stiles of the firm Stiles and Van Kliek of Boston. While there are no intentions to do so now, what if the golf course land were repurposed at some future time to better meet the needs of the community? The Donald Ross name would have even less significance for our town. Unless our current hikers are also golfers, it's unlikely that the name Donald Ross carries any name recognition even now. And, while we could perhaps justify a loose connection to our golf course, Donald Ross has no connection to our hiking trails. Hiking trails are named after individuals such as Bartram or Muir because these individuals were trailblazers, literally.

We, the members of the Parks & Recreation Department have unanimously voted that the Donald Ross Nature Trail be renamed the Dittmer-Watts Nature Trail for the following reasons:

- Ed Dittmer and Martyn Watts literally hacked their way through thick underbrush, fallen trees, and scrub pine for months and months with nothing but their own determination to create a series of trails that would provide a walking trail for residents and visitors. They really were trailblazers in the original sense of that word. I don't think even they had any idea of what this trail would eventually become – a well-laid-out, attentively maintained, intimate trail system that attracts thousands of hikers, walkers, strollers, dog-walkers every year. Its proximity to the golf course and integration with the school keep its scope up-close and community-focused.
- Their contribution is really of a most extraordinary nature. With no consideration for their own safety, comfort or weariness, they forged this private and personal pathway out of the woods and created a beautiful, intimate retreat through natural ups and downs and backs and forths. Without their efforts, there would be no trail system here now. The number

of volunteer hours they clocked would truly be staggering if they had been recorded.

- While there are many excellent criteria for naming or renaming park facilities, such as descriptive, geographical locations, significant physical features and historical significance, the policy also provides for (and I quote now) “Honoring a living individual whose gift or contribution is extraordinarily beneficial to the Town”. The singular achievement of these two men has blessed this town with a truly special place where visitors and residents alike can enjoy the beauty and diversity of nature in a quiet and secluded spot. We chose to retain the words “Nature Trail” because they do convey the intimacy and personal nature of this trail system.
- This remarkable gift to the Town was always freely given, with no thought of anything other than maybe a “Thank-you – looks great” comment every now and then – and I’m not even sure about that. Their sheer joy in being in the great outdoors and doing something they loved I’m sure was all the payback they were looking for. It is an honor for our Board to present this recommendation. The only hard part has been getting Ed and Martyn to accept our proposal, because their modesty kept getting in the way!

And so we, the Parks & Recreation Board of the Town of Lake Lure recommend to Council that the name of the Donald Ross Nature Trail be changed to the Dittmer-Watts Nature Trail and a plaque be placed at the trailhead describing how and why this trail system was developed.

Respectfully submitted,

Linda Turner
Member, Lake Lure Parks & Recreation Board



Donna Morrison <donnabuddhagirl@gmail.com>

Re: Yoga this week, after all!

regina.m.harris1@att.net <regina.m.harris1@att.net>

Mon, May 9, 2016 at 8:02 PM

Reply-To: regina.m.harris1@att.net

To: Donna Morrison <donnabuddhagirl@gmail.com>

Donna,

I would like to highly recommend allowing Donna Morrison to provide Yoga instruction at the Lake Lure town hall. The type of gentle, restorative yoga taught by Donna provides a mind-body workout and is ideal to help seniors maintain their strength, flexibility, and balance. Having local yoga instructions would benefit Lake Lure by allowing attendees to save time and gas required for trips to Asheville for yoga. Community yoga is more conducive to allowing friendships to grow and is more supportive than individual practices or watching DVDs. The health benefits of yoga are well recognized and Googling the "health benefits of yoga" results in 2.87M results.

Regards,

Regina Harris

From: Donna Morrison <donnabuddhagirl@gmail.com>**To:** "regina.m.harris1@att.net" <regina.m.harris1@att.net>; Charlene Efird <charlenelakelure@bellsouth.net>; Barbara Sweeney <barbsellsland@gmail.com>; Joyce Bare <mamabare@att.net>

Cc: Alice Garrard <alicegrrrd@gmail.com>; Gay's E-mail <gbpleune@aol.com>; Annabelle <annabellbarker@att.net>; "arden.lynn123@gmail.com" <arden.lynn123@gmail.com>; Arlene Adams <amagoose@windstream.net>; Barbara McEwan <barbaracmcewan@yahoo.com>; Becky Wright <bgaddy.wright@gmail.com>; "bsaunders@windstream.net" <bsaunders@windstream.net>; Candy Corr <ccponytail@hotmail.com>; carol Schwartzburg <alum72@uwalumni.com>; cass eager <cassandraeager@comcast.net>; Cathe Frierman <mcfrierman@verizon.net>; Caz1958 <caz1958nc@hotmail.com>; Charyl Stone <Jimstoneflorida@aol.com>; Cheryl Taylor <livingmybestlife2000@gmail.com>; Darlene Downing <spiritsnmotion@gmail.com>; Debby Junge <tilespecialties@yahoo.com>; Donna Marcotte <dgm14@att.net>; Ellen & Jeff Glass <ellencglass@gmail.com>; Emily Van Eman <pinwheels4u@yahoo.com>; Jack and Barbara McEwan <JMBM1@windstream.net>; Jamie Davidson <jej1972@windstream.net>; Jane Phillips <sjanephillips@msn.com>; JANET WALTERS <gullahgal@gmail.com>; Janis & Ray Gordon <petie751@aol.com>; jean-Jacque Bennoit <jjbenny@windstream.net>; John Watts <jrw320@msn.com>; Judy Matheis <jmatheis@charter.net>; Julie Bell <BELLMJDO@aol.com>; Karen <djmastruserio@gmail.com>; Kathleen Hoek <kathleenhoek@yahoo.com>; Kathleen Tabb <trimtabb@aol.com>; Kathy Minick <kmodm@aol.com>; Lesley Rife <lesleyrife@att.net>; Lillian Lilly <lillianlilly@yahoo.com>; Lynn Geier <lynngeier@windstream.net>; Marion Wilson <apexwilsons@att.net>; Mark Hoek <mark.hoek@yahoo.com>; Martha Love <hamlove@windstream.net>; MaryKay Watts <marykaywatts@gmail.com>; Moniq <therealmoniq@yahoo.com>; Norny Gallo <justnornny@gmail.com>; Patty Holl <dsh1db@gmail.com>; Paula Moore <paula138@bellsouth.net>; Paulette Carter <paulettcarter242@msn.com>; Robin Worcester <robin.worcester@gmail.com>; Sandi Fitzgerald <sandifitz@windstream.net>; Sarah Caggiano <smciy@yahoo.com>; Sky conard <SchuylerConard@gmail.com>; Spacey Gracey <Spaceygracey0516@gmail.com>; Sue Benoist



Donna Morrison <donnabuddhagirl@gmail.com>

Lake Lure Town Hall Yoga

Barbara c Mcewan <barbaracmcewan@yahoo.com>

Mon, May 9, 2016 at 11:09 PM

Reply-To: Barbara c Mcewan <barbaracmcewan@yahoo.com>

To: Donna - Yoga <donnabuddhagirl@gmail.com>

Please direct this request to the Board of Commissioners of Lake Lure:

Please consider the request of Donna Morrison to utilize the Town Hall facilities to conduct Yoga Sessions. Millions of people practice yoga, from young to old. Yoga has proven over the years to have innumerable benefits that go beyond improved physical health. It is used for strength, balance and flexibility. It aids with pain relief, depression, anxiety and even addictive behavior.

You are fortunate to have an instructor available to provide this service to the residents of Lake Lure and you will be recognized for your foresight in permitting these classes.

Cordially,
Barbara McEwan



Donna Morrison <donnabuddhagirl@gmail.com>

Yoga Classes at Town Hall

Jim Walters <jandjwalters@gmail.com>

Thu, May 5, 2016 at 6:49 PM

To: Donna Morrison <donnabuddhagirl@gmail.com>

Donna,

In support of your effort to hold evening yoga clauses at Lake Lure Town Hall, I would like to say that I am certainly in favor and hope that you will to be given permission. I live at the West end of the lake and used to attend when another lady held her yoga classes there and found it most convenient. The folks at Town Hall have repeatedly said that they are trying to draw people to the "Town Center" and this would be a great way to do just that. There are few other evening activities in the town other than eating at restaurants. Since we have no community center and Town Hall is seldom in use in the evening, I would think that a class of this kind would be welcomed in that facility.

All the best,
Janet Walters
828 625-9456

Mail: Re: Yoga this week, after all!

<https://mail.google.com/mail/u/0/?ui=2&ik=33e08c522c&view=fp..>



Donna Morrison <donnabuddhagirl@gmail.com>

Re: Yoga this week, after all!

Lesley Rife <lesleyrife@att.net>

Mon, May 9, 2016 at 7:45 AM

To: Donna Morrison <donnabuddhagirl@gmail.com>

I am definitely interested. I have not been able to do yoga for too long due to neck pain. I am having treatment this week and anticipate being able to come back on a "gentle" basis. Count me in.

Thanks,

Lesley Rife
[Quoted text hidden]



Donna Morrison <donnabuddhagirl@gmail.com>

Re: Yoga this week, after all!

Jamie Stanton <jamstan726@gmail.com>

Mon, May 9, 2016 at 4:46 PM

To: Donna Morrison <donnabuddhagirl@gmail.com>

Yoga **anywhere** is a good thing; yoga with Donna Morrison is even better. I definitely look forward to attending when I come stay at our home in the area.

Jamie Stanton
Myrtle Beach, SC/Chimney Rock, NC

[Quoted text hidden]

On Sun, May 8, 2016 at 8:18 AM, Donna Morrison <donnabuddhagirl@gmail.com> wrote:

Hello Everyone

I am trying to organize Yoga at the Town Hall for Wednesday Evenings. A gentle class at 5 or 5:30 and a more vigorous class at 6:30 or 7:00 pm. I am approaching the Board **this** Wednesday May 10th at 6:00 pm....If you are interested I could use your support. Please send an email to me or show up at the meeting to show community interest.

Thank you so much

In gratitude

Donna Morrison

On Tue, May 3, 2016 at 6:54 PM, <regina.m.harris1@att.net> wrote:

Donna,

Coming from Lake Lure, proceed on Rt. 9 past Ingles and the Dollar General until you arrive at the log sales office of The Peaks. Turn left onto Grassy Knob road. Go 3 miles and turn left at 1706 (on the mailbox). The driveway forks before the house. Take the right fork and follow it to the barn.

Coming from Lake Adger or Brights Creek, proceed on Rt. 9 until you arrive at the log sales office



Donna Morrison <donnabuddhagirl@gmail.com>

Re: Yoga this week, after all!

Jean-Jacques <jjbenny@windstream.net>

Mon, May 9, 2016 at 5:08 AM

To: Donna Morrison <donnabuddhagirl@gmail.com>

Donna,

Thanks for your efforts. I'm hoping to get on board with both yoga classes this summer. I am currently out of town, so will not be attending the meeting. Hope all goes well.

Sue

Sent from my iPad

On May 8, 2016, at 8:21 PM, Donna Morrison <donnabuddhagirl@gmail.com> wrote:

Hi Everyone

Sorry to bother you- typo on the last email....The Lake Lure Town hall meeting is this Tuesday May 10th. If you want to see Yoga there, email me back a small note of your support if you cannot attend the meeting at 6pm. I will print out and show the interest to the board. You do not have to live in Lake Lure to attend

My hope is that maybe Gay would sub for me and I sub for her at the Barn - to have consistency and Yoga in the hood!!

Love to all

Donna

for those of you who sent letters.....THANK YOU