

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, August 9, 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

August 9, 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 Report
Town Manager
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. Minutes of the July 12, 2016 Regular Meeting
9. Unfinished Business
 - b. Proposed Parking Lot Agreement for Buffalo Creek Park Public Trail Head between the Fairfield Mountains Property Owners Association, Inc., and the State of North Carolina, and the Town of Lake Lure
10. New Business:
 - a. Proposed Amendment to Town of Lake Lure Personnel Manual Article IX, Section 5 – Detrimental Personal Conduct Defined

Page 2 – Town Council Meeting Agenda
August 9, 2016

- b. Request from Frank Cioffavi on Behalf of the American Legion to Disconnect from Town Utilities at 112 Boys Camp Road
 - c. Utility Board Member Appointment
 - d. Consider a Request from Don Cason, Representing Rutherford County TDA, Concerning Appointment of a Town Representative to Participate in the County Tourism Strategic Planning Process
 - e. Closed Session in Accordance with G.S. 143-318.11(a)(6) for the Purpose of Discussing Personnel Matters Concerning Discussion of Attorney Candidates
11. Adjournment

Agenda Item: 8a



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, JULY 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 proposed the following changes to the Agenda:

- Remove item 8b (directing the incoming town manager to make further research and study of a potential new job position for a full time board clerk an extremely high priority and provide a recommendation for action to council) from the consent agenda to 10e under new business.
- Add discussion of a request to extend the temporary certificate of occupancy that was granted to Lake Lure Classical Academy and consideration of granting permission for

Page 2- Minutes of the July 12, 2016 Regular Council Meeting

LLCA to build fencing, dugouts, seating/bleachers, etc. in their multi-use field space to properly accommodate sports practices and games as item 10f under new business

- Add a request concerning sewer rates from Utilities Inc. as item 10g under new business
- add a discussion concerning continuing use of the Community Hall for yoga classes to unfinished business

Commissioner Stephen Webber asked expressed concern with the number of last minute additions to the Agenda. Commissioner Webber read from the Town's Rules of Procedure concerning the getting Agenda items to Council members in a timely manner and asked that the pattern of adding last minute items to the Agenda be corrected in order to allow Council adequate time to review materials prior to the meetings.

STAFF REPORTS

Interim Town Manager/Finance Director Sam Karr presented the town manager's report.

COUNCIL LIAISON REPORTS & COMMENTS

Commissioner Stephen Webber reported the activities of the Lake Lure Board of Adjustment/Lake Structures Appeals Board.

Commissioner John Moore reported the activities of the Parks and Recreation Board.

Commissioner Bob Cameron reported the activities of the Utility Advisory Board.

Commissioner Mary Ann Silvey reported the activities of the Lake Advisory Board and the Lake Lure ABC Board.

PUBLIC FORUM

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

Yvonne Anderson of 502 Garden Lane asked for an update on the strip center on Memorial Highway that was recently purchase by the Town and explained that she is glad to see work being done in the area. Commissioner Bob Cameron explained that there is a budget for improvements to the property and that the ABC store is planned to relocate into a portion of the building.

CONSENT AGENDA

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

Council members suggested that the advertisement for the public works director position in item 8e be amended by revising the date that applications must be submitted from August 1, 2016 to August 15, 2016 and that the desired education for the position be amended to included ten year experience in a similar field or bachelor's degree, instead of simply a bachelor's degree.

Commissioner Bob Cameron made a motion to approve the consent agenda as amended including the proposed changes to item 8e. Commissioner Mary Ann Silvey 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 June 10, 2016 special meeting and the June 14, 2016 regular meeting
- b. the following amendment to the annual budget ordinance for the fiscal year ending June 30, 2017 concerning payment to Developmental Associates for the town manger search be made:

To amend the Project Ordinance, the appropriations are to be changed as follows:

<u>Account</u>	Decrease	Increase
Commission-Contractual (10-411000-691)	\$	\$18,095
Transfer from Fund Balance (10-398604) (Revenue account)		\$18,095

To amend the Project Ordinance, the estimated revenues are to be changed as follows: No Change

- c. a transfer in the amount of \$3,252.85 from fund balance to the Fire Department salaries account to pay for a certification bonus; and
- d. filling the public works director position upon retirement of the current public works director.

End of consent agenda.

UNFINISHED BUSINESS:

**CONSIDER A REQUEST SUBMITTED BY DONNA MORRISON REQUESTING USE
OF THE COMMUNITY HALL FOR YOGA CLASSES**

Donna Morrison explained that the yoga classes that she has been teaching in the Community Hall have been going well and asked that she be allowed to continue use of the Community Hall on Wednesday afternoons and also add an additional day each week for the classes.

After discussion, Commissioner John Moore made a motion to extend Ms. Morrison's use of the Community Hall for yoga classes on Wednesday afternoons for a period of one year, without adding an additional day at this time. Commissioner Bob Cameron seconded the motion carried 4-0.

NEW BUSINESS:

**a. CONSIDER APPROVAL OF A RECOMMENDATION FROM THE PARKS AND
RECREATION BOARD TO ADOPT THE NAME "POOL CREEK PICNIC PARK" FOR
THE PARK AREA BESIDE TO THE ABC STORE**

Parks and Recreation Board Chairman Jim Walters presented a recommendation from the Parks and Recreation Board to adopt the name "Pool Creek Picnic Park" for the park area beside to the ABC Store.

Commissioner Stephen Webber stated that the proposal does follow the guidelines adopted by council for naming a park.

After discussion, Commissioner Stephen Webber made a motion that the park area beside the beach that has been informally referred to as "Pool Creek Park" be formally renamed "Pool Creek Picnic Park" as recommended by the Parks and Recreation Board. Commissioner Bob Cameron seconded and motion carried 4-0.

NEW BUSINESS:

**b. PRESENTATION – BUFFALO CREEK PARK PUBLIC TRAIL HEAD AND
PARKING LOT AGREEMENT PROPOSAL**

Parks and Recreation Board member Larry Czajkoski gave a presentation concerning Buffalo Creek Park Public Trail Head and presented a proposed parking lot agreement.

Mr. Czajkoski stated that he presented the proposed agreement to the Board at Rumbling Bald Resort and they have approved it. Mr. Czajkoski pointed out that the agreement gives the town the option to build a trail head, but does not require it.

Commissioner Bob Cameron suggested that the agreement include language concerning the waiver of Rumbling Bald Home Owners Association (HOA) fees. Attorney Chris Callahan explained that the Rumbling Bald HOA controls the dues and has authority to waive them.

Council agreed to consider the agreement at their next regular meeting in order to allow time for review by the town attorney.

NEW BUSINESS:

**c. CONSIDER APPROVAL OF A RECOMMENDATION TO INCREASE THE
UTILITY DEPOSIT REQUIRED FOR RENTERS**

Council members discussed a recommendation from the Town's Customer Service Supervisor to increase the deposit required for utility customers from \$150 to \$200 based on the recent sewer rate increase.

Commissioner John Moore expressed concerns about the burden that would be placed on renters by increasing the deposit.

Commissioner Mary Ann Silvey suggested that the Town consider the idea of billing monthly and pointed out that if the bills go out monthly, the current deposit may be adequate to cover the bill for one month.

After further discussion, Commissioner Stephen Webber made a motion to table discussion of the topic until the September town council meeting. Commissioner Mary Ann Silvey seconded and the motion carried 4-0.

NEW BUSINESS:

- d. CONSIDER APPROVAL OF THE FOLLOWING REQUESTS SUBMITTED BY THE CHAMBER OF THE HICKORY NUT GORGE CONCERNING THE DIRTY DANCING FESTIVAL BEING HELD ON AUGUST 19-20, 2016**

Wyn Hardy gave background concerning the Dirty Dancing Festival and explained that the Chamber has taken over the event starting this year.

Mr. Hardy explained that the Chamber is not asking for exclusive use of the parking lot. He has spoken with the manager of Lake Lure Tours and agreed to work with them and intend to utilize parking across the road as well.

Mr. Hardy also stated that he will work with the Town Fire and Police Department staff concerning traffic for the event.

Commissioner Bob Cameron made a motion to suspend the Peddling Ordinance for the Dirty Dancing Festival being held August 19-20, 2016 and to grant permission to use the parking lot for attendees of the festival. Commissioner John Moore seconded and the motion carried 4-0.

NEW BUSINESS:

- e. TASK THE INCOMING TOWN MANAGER, ARRIVING AUGUST 1, 2016, TO MAKE FURTHER RESEARCH AND STUDY OF A POTENTIAL NEW JOB POSITION FOR A FULL TIME BOARD CLERK AN EXTREMELY HIGH PRIORITY AND PROVIDE A RECOMMENDATION FOR ACTION TO COUNCIL AT THE SEPTEMBER 13, 2016 REGULAR TOWN COUNCIL MEETING**

Commissioner Stephen Webber gave an overview of his memo concerning directing the incoming Town Manager to study a potential new position and explained the importance of the position review due to strained staff.

Council members discussed concerns about timing and formally directing the new Town Manager before he even begins working for the town.

Commissioner Bob Cameron suggested delaying the date for a recommendation should be provided until October, 2016.

Page 7- Minutes of the July 12, 2016 Regular Council Meeting

After discussion, Commissioner John Moore made a motion to direct the Town Manager to research and study a potential new job position for a full time Board Clerk and provide a recommendation to Council at the November, 2016 regular Town Council meeting.

Commissioner Mary Ann Silvey explained that she supports research of the position, but she feels a formal mandate is unnecessary at this time.

After further discussion, Commissioner Bob Cameron seconded the motion. Commissioners Bob Cameron, John Moore and Stephen Webber voted in favor of the motion. Commissioner Mary Ann Silvey opposed. The motion carried 3-1.

NEW BUSINESS:

- f. CONSIDER A REQUEST TO EXTEND THE TEMPORARY CERTIFICATE OF OCCUPANCY THAT WAS GRANTED TO LLCA WHICH IS SET TO EXPIRE IN AUGUST, 2016 AND CONSIDER GRANTING PERMISSION FOR LLCA TO BUILD FENCING, DUGOUTS, SEATING/BLEACHERS, ETC. IN OUR MULTI-USE FIELD SPACE TO PROPERLY ACCOMMODATE SPORTS PRACTICES AND GAMES**

Tim Turner, Chairman of the Lake Lure Classical School Board introduced LLCA's Executive Director, Tom Keever who gave an update on Lake Lure Classical Academy and gave a summary of phase one on their building.

Mr. Keever stated that the school building's temporary certificate of occupancy is set to expire in August, but Lake Lure Classical Academy is financially unable to begin the gym that is required for their permanent certificate of occupancy. Mr. Keever further explained that they are hoping to develop a multi-use field space to properly accommodate sports practices and games with the amount of funding that is available.

Mr. Keever also asked Council to consider doing away with the façade requirement for the building and explained that it would cost more than of \$100,000 and that these funds would be better used to support other needs of the school.

Council members discussed a Brownfield grant application that was supposed to be completed by the school to help fund the gym/auditorium and asked if any plans have been submitted for the proposed fields. Mr. Turner explained that plans have not been submitted since the fields are still in the planning phase.

After further discussion, Commissioner Stephen Webber made a motion to extend the certificate of occupancy for Lake Lure Classical Academy until Aug 31, 2017 and not approve any additional construction at this time. Commissioner Bob Cameron seconded the motion.

Page 8- Minutes of the July 12, 2016 Regular Council Meeting

Council members asked that the school representative come back at a later date with specifics regarding the façade and justify why they think it is unnecessary so that council can consider removing the requirement at that time. The motion carried 4-0

NEW BUSINESS:

- g. CONSIDER A REQUEST FOR MOUNTAIN UTILITIES CONCERNING
INCREASED SEWER RATES**

Mayor Bob Keith distributed a letter from Martin Lashua, vice president at Utilities, Inc. dated June 27, 2016.

Mr. Lashua explained that Carolina Water Systems provides utility services to the Rumbling Bald area and sends its collected wastewater to the Town for treatment.

Mr. Lashua further explained that CWS believes that a reduced rate is appropriate for their customers because the Town is providing a reduced level of service to CWS customers compared to other Town customers. In addition, the Town does not maintain CWS' collection system and the town only issues a single bill for CWS instead of billing for over 400 accounts.

Council requested that the Utility Advisory Board to review this topic at their August 2, 2016 meeting.

ADJOURN THE MEETING

With no further items of discussion, Commissioner Stephen Webber made a motion to adjourn the meeting. Commissioner Mary Ann Silvey seconded and the motion carried 4-0.

ATTEST:

Andrea H. Calvert, Town Clerk

Mayor Bob Keith

Agenda Item: 9a

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

PARKING LOT AGREEMENT

THIS PARKING LOT AGREEMENT, is made and entered into this the _____ day of _____, 2016, by and between the Fairfield Mountains Property Owners Association, Inc., a North Carolina Corporation ("Fairfield") and The State of North Carolina ("STATE"), and The Town of Lake Lure, North Carolina, a North Carolina body politic ("TOWN").

WITNESSETH:

THAT WHEREAS, the STATE and TOWN desires to have an Agreement for a parking lot for public ingress, transgress and egress on land located within Fairfield, commonly referred to as Bald Mountain Lake East Lot 56, and specifically identified as Rutherford County Tax ID 1618084 ("Subject Tract").

WHEREAS, Fairfield desires to utilize trail system common amenity, cooperate with the STATE and TOWN, and increase business visibility to the public using the trail system.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt or consideration of which is hereby acknowledged, the parties do agree as follows:

1. **Parking Lot Permitted.** Subject to the terms of this Agreement.
 - (a) Fairfield hereby permits the STATE and TOWN to install a Parking Lot on the Subject Tract, for the sole purpose of parking motor vehicles for ingress, egress and transgress of its invitees and licenses for recreational pedestrian use of the Buffalo Creek Park Trail System for hiking, mountain biking and related activities. Fairfield expressly retains and reserves for itself, its successors and its assigns, all the rights and privileges afforded to it under its Declaration of Covenants and Restrictions of record in Deed Book 386, Page 404 through 440, Rutherford County Registry, and any additional amendments or Supplemental Declarations pertaining thereto and under applicable law to access the Subject Tract. Fairfield is in no way responsible for any cost or expense related to the Parking Lot.
 - (b) Fairfield permits this use by the STATE and TOWN only for so long as and upon condition that:
 - (i) The Parking Lot is a necessary part of the Buffalo Creek Trail System and said Buffalo Creek Trail System remains operative.
 - (ii) The STATE and TOWN complies with all terms of this Agreement.
 - (iii) The Parking Lot shall be used solely for the purposes stated herein, and no other.

2. **Maintenance.** The STATE and/or TOWN shall maintain any improvements constructed or installed or associated with the use of the PARKING LOT in a good and workmanlike manner. The operation and maintenance of such improvements and of the PARKING LOT shall be at the STATE and/or TOWN's sole cost and expense, but such maintenance, repair or alteration shall be mutually agreed upon by all parties prior to the maintenance, repair or alteration, and any reasonable request will not be withheld.

3. **Signs.** Fairfield will have the right to install up to two advertising and/or informational signs in the PARKING LOT at locations mutually agreed upon by all parties, and any reasonable request will not be withheld. The STATE and/or TOWN will have the right to install informational and directional signs, as well as other signs that recognize sponsors, donations received, and any other type recognition in the PARKING LOT, at locations mutually agreed upon by all parties, and any reasonable request will not be withheld. These signs will not be erected prior to the reasonable approval by the Town of Lake Lure. All signs will comply with the Town of Lake Lure Zoning Regulations.

4. **Commercial Use.** No commercial or business use shall be allowed by the STATE and/or TOWN in the PARKING LOT. This restriction includes, but is not limited to, concessions, tours, rental sales, merchandise sales, food sales, beverage sales, snack sales, timeshare sales, and real estate.

5. **Compliance with Laws, Directives, and ACC Rules and Regulations.** The STATE and/or TOWN shall construct and maintain the PARKING LOT in compliance with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at their sole cost and expense. The STATE and/or TOWN shall construct and maintain the PARKING LOT in compliance with rules and regulations set forth by Fairfield's Architectural Control Committee (ACC), with any reasonable request not withheld. The ACC's rules and regulations are attached as Exhibit A. Provided below is a summary of the rules and regulations which will most likely have an impact upon the PARKING LOT:

(a) **Set-backs.** The STATE and TOWN must follow all Town of Lake Lure mandated set-back regulations. The STATE and TOWN are exempt from the ACC set-back regulations stipulated in Section 302.2.3.

(b) **Tree Removal.** Removal of trees in the PARKING LOT requires prior ACC approval, and any reasonable request will not be withheld. Fairfield encourages the STATE and/or TOWN to preserve as many trees as reasonably possible.

(c) **Construction of Restroom Facilities.** Covered in Section 11 of this Agreement.

(d) **Dumpsters.** Covered in Section 6 of this Agreement.

6. **Hazardous Substances; Debris.** The STATE and/or TOWN shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on the PARKING LOT or on any other real property of Fairfield adjacent to the

PARKING LOT. The PARKING LOT shall be kept clean and maintained by the STATE and/or TOWN. At its sole expense, the STATE and/or TOWN will be responsible for providing and maintaining a reasonable number of trash and recycling receptacles. Except for what is allowed in the ACC Policies and Procedures (Section 304.4.1), use of a dumpster or large container is prohibited at the PARKING LOT.

7. **Roadside Natural Screen.** At the STATE and/or TOWN's sole expense, the STATE and/or TOWN will be required to maintain a natural screen which will run the length of the PARKING LOT along Buffalo Creek Road, except where the entrance is located. The natural screen will be created to provide a buffer strip of densely planted natural vegetation, which at maturity will screen the parking area from passing traffic and neighboring properties. The PARKING LOT is exempt from the ACC restriction which limits hedge height to not exceed four feet (Section 310.1). All other portions of Section 310.1 remain in force.

8. **Amenities Use and POA Rights.** The ownership of the PARKING LOT does not include any rights to access or use POA amenities, grounds, or common property. The PARKING LOT does not carry with it voting rights for the POA, or any other rights, privileges, discounts, or benefits provided by the POA. Neither the STATE nor the TOWN will be considered "members of the POA", as defined in the Declaration of Covenants and Restrictions of Fairfield, as recorded in the Rutherford County Registry in Deed Book 386, Page 404, Rutherford County, North Carolina.

9. **Dues Consideration.** In consideration for the POA's right to advertise (Section 3), and other rights and privileges afforded to Fairfield through this agreement and through use of the Buffalo Creek Trail System, the STATE and/or TOWN will receive a credit from the POA towards all assessments, special assessments, initiation fees, impact fees, and dues charged. The credit provided by the POA will always be equal to the amount of the assessments, special assessments, initiation fees, impact fees or dues charged

10. **Restroom Facilities.** At its sole cost and expense, the STATE and/or TOWN may add restroom facilities to the PARKING LOT at an undefined time in the future. The location, type of restroom (i.e. permanent or temporary), quality of construction, and design of the restroom facility will be mutually agreed upon by all parties prior to construction, and any reasonable request will not be withheld. If the STATE and/or TOWN elects to employ the use of temporary restroom facilities, the STATE and/or TOWN will be required to build at their sole expense a screen which will provide sufficient concealment of the restroom facilities. All construction, whether permanent or temporary, must comply with Section 5 Compliance with Laws, Directives, and ACC Policies and Procedures. At its sole cost and expense, the STATE and/or TOWN will be responsible for the regular maintenance, cleaning, and upkeep of the restroom facilities. The Restroom facilities will be placed at a location least offensive in smell and sight to people in neighboring houses and unimproved properties located with Fairfield. The

STATE and/or TOWN will be responsible for taking all reasonable measures to ensure that smell from the restroom facilities does not impact neighboring properties.

11. Liability. This Agreement is subject to the express condition that Fairfield is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of the STATE and/or TOWN's, or its agents, officers, employees, invitees (including contractors), visitors, guest, trespassers, or licensees' exercise of rights granted pursuant to this Agreement or use of the PARKING LOT or of the improvements thereto or personal property of the STATE and/or TOWN thereon, including any liability for injury or death to persons or the property of the STATE and/or TOWN, or any of their contractors, agents, officers, members, owners, members, employees, invitees, or licensees. The TOWN is required to maintain a reasonable amount of liability insurance on the PARKING LOT at all times and to name Fairfield as an additionally insured, and to provide to Fairfield on an annual basis proof of this insurance. The STATE is an immune sovereign and is not ordinarily subject to suit, except as expressly described by the North Carolina Tort Claim Act, Article 31 of Chapter 143 of the General Statutes of North Carolina, and may be liable only as therein provided. The TOWN and Fairfield acknowledge and agree that the STATE's decision to self-insure satisfies any insurance requirement of Fairfield.

Should any member of the public enter onto property of Fairfield for the purposes contemplated in this agreement (i.e., recreational and educational uses of the Buffalo Creek Trail), Fairfield is afforded the statutory limitations upon liability of an "owner" under N.C.G.S. §38A-4, as may be amended from time to time.

12. Default. Upon breach of this Agreement by the STATE and/or TOWN and failure to cure upon ninety (90) days written notice, (except that no notice shall be required for emergency or dangerous or hazardous circumstances) then this Agreement shall terminate, provided, that if the STATE and/or TOWN has begun curing a breach that will take more than ninety (90) days to cure, that breach shall not be deemed uncured so long as the STATE and/or TOWN is engaged in a good faith effort to correct.

13. Remedies. Fairfield and the STATE and/or TOWN shall have all remedies available at law or equity, including specific performance and injunctive relief, for enforcement of this Agreement. The remedies are cumulative and may be exercised singly, cumulatively, independently or successively. .

14. Liens. The STATE and/or TOWN shall, at all times, keep the PARKING LOT free from any liens or claims arising on account of any act or on behalf of the STATE and/or TOWN. In the event any lien is recorded with respect to the PARKING LOT on account of any activity of the TOWN or any use of the PARKING LOT by or on behalf of the TOWN, the TOWN shall, within ten (10) days of notice by Fairfield cause such mechanics' lien to be removed from the PARKING LOT by posting a bond as permitted by statute.

15. Inurement. The benefits and burdens of this Agreement shall inure to the

benefit of and be binding upon the parties and their respective legal representatives, successors, and assigns. The rights and obligations set forth in this Agreement are intended to run with the land.

16. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Agreement, the prevailing party shall receive an award of its reasonable attorneys' fees and costs.

17. Paragraph Headings. Paragraph headings are included for reference purposes only and do not constitute part of this Agreement.

18. Governing Law. This Agreement shall be governed and construed under the laws of the State of North Carolina.

19. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

20. Notices. All notices, demands, or other communications to any party under this Agreement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:

If to Fairfield, to:

Fairfield Mountains Property Owners Association Inc.
ATTN: Board of Directors
112 Mountains Boulevard
Lake Lure, NC 28746

If to STATE to:

If to TOWN to:

Town Manager
Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746

All such notices, demands, requests, or other communications shall be deemed received on the

date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

21. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Agreement.

22. Exhibit. The parties acknowledge and agree that the Exhibit attached to this Agreement form an integral part of this Agreement and by this reference are incorporated herein as if set forth in full verbatim.

IN WITNESS WHEREOF, Fairfield and the STATE and/or TOWN have each caused this instrument to be executed in its corporate or governmental name by its duly authorized officer all effective the date first above-written.

**FAIRFIELD MOUNTAINS PROPERTY
OWNERS ASSOCIATION, INC,**

By: _____
Name: _____
Title: President

THE STATE OF NORTH CAROLINA

By: _____
Name: _____
Title: _____

THE TOWN OF LAKE LURE, N.C.

By: _____
Name: _____
Title: _____

ATTEST:

Town Clerk

(affix Town Seal)

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for Fairfield Mountains Property Owners Association, Inc.: _____, _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for the State of North Carolina:

_____, _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires:_____

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I certify that the following person(s) personally appeared before me this day and is/are personally known to me or identified by me through satisfactory evidence, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated for Town of Lake Lure, N.C.:

_____, _____

Date: _____

Notary Public

Print Name: _____

[AFFIX SEAL BELOW]

My commission expires: _____

EXHIBIT A
ACC Rules and Regulations

Agenda Item: 10a

July 26, 2016



FROM: Commissioner Stephen M. Webber

TO: Mayor Keith, Commissioner Moore, Commissioner Silvey, Commissioner Cameron, Town Manager McNally

SUBJECT: Proposed Amendment to Town of Lake Lure Personnel Manual for the August 9, 2016 Regular Town Council Meeting

1. Article IX (Discipline and Dismissal Procedure), Section 5 (Detrimental Personal Conduct Defined), subparagraph g), of the Town's Personnel Manual currently reads:

“Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the Town may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of the government may be or have been violated. Examples of detrimental personal conduct include, but are not limited to, the following:

g) Possession of unauthorized firearms or other lethal weapons on the job.

2. During our June 14, 2016 Regular Town Council Meeting we unanimously amended Chapter 84.04 of our Code of Ordinances to allow the carry of lawfully permitted concealed handguns. As the author of that ordinance, it was my intent that employees, on or off the job, be allowed to carry lawfully permitted concealed handguns, just as any other citizen would be allowed to do. The current subparagraph g) conflicts with that intent.

3. To resolve that conflict, I recommend subparagraph g) be amended to read:

g) Possession of unauthorized firearms or other lethal weapons on the job. Lawfully permitted concealed handguns are considered authorized firearms and may be carried while on the job.

Respectfully submitted,

A handwritten signature in black ink that reads "Stephen M. Webber". The signature is written in a cursive, flowing style.

Stephen M. Webber

RESULTS - not excuses!

Agenda Item: 10b

Agenda Item: 10c

LAKE LURE UTILITY BOARD

List of candidates to be considered to fill the remainder of Debbie Frandberg's position on the Utility Board with a term expiring December 31, 2016

Candidates to be considered for appointment:

1. Don Cason
2. John Crenshaw
3. Sheri Crenshaw
4. Lee Latz

Please list the candidate that you wish to vote for.

Commissioner Signature

Utilities Board

Wayne Hyatt, Chairman
308 Bluebird Road
Lake Lure, NC 28746

625-8373 (Home)
704-641-2721 (Cell)

waterwizard@bellsouth.net

3 year term

Appointed

Term Expire
December 31, 2018

January 12, 2016

Steve Miller
57 Hope View Road
Swannanoa, NC 28778

828-686-6303 (Home)
828-575-8161 (Cell)

smiller@lakelure.com

Term Expire
December 31, 2018

January 12, 2016

Richard Glassen
231 Sunset Cove Rd.
Lake Lure, NC 28746

704-232-2194 (Cell)

glassennc@gmail.com

Term Expire
December 31, 2018

January 12, 2016

Paul Westbrook
148 Courtland Court
Lake Lure, NC 28746

625-2110 (Home)
828-289-1835 (Cell)

koortsew@icloud.com

Term Expire
December 31, 2017

January 12, 2016

Roger Peterson
122 Raptor Ct.
Lake Lure, NC 28746

625-9785 (Home)
864-303-0718 (Cell)

peteronroger@bellsouth.net

Term Expire
December 31, 2017

January 12, 2016

John Chapman
274 Firefly Cove
Lake Lure, NC 28746

828-436-7009 (Home)
813-892-1519 (Cell)

jechap@verizon.net

Term Expire
December 31, 2017

January 12, 2016

Debbie Frandberg
322 Vista Apt Dr #24
Lake Lure, NC 28746

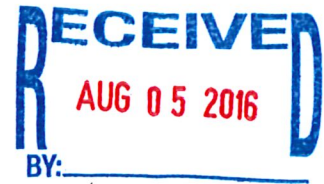
625-5579 (Home)
447-1529(Cell)

debyork13@gmail.com

Term Expire
December 31, 2016

January 12, 2016

Staff Liaison: Linda Ward
Town Council Liaison: Commissioner Bob Cameron



VOLUNTEER APPLICATION FORM

Name: DON CASON
Address: 910 MAIN STREET Lake Lure Resident for _____ years
Home Phone: 828-625-2999 Cell Phone: 865-548-2297 Email: DONWCASON@GMAIL.COM
Employer: RUTHERFORD COUNTY TOURISM AUTHORITY Address: RUTHERFORDTON, NC.
ESMERALDA INN - OWNER/MGR. CHIMNEY ROCK, NC.

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

☐

Board of
Adjustment &
Lake Structure
Appeals Board

☐

Zoning &
Planning Board

☐

Lake Advisory
Board

☐

Parks &
Recreation
Board

☐

ABC Board

☒

Utility
Board

☐

Asset
Management
Task Force

Rationale and qualifications for serving: SERVED & FOCUSED ON ECONOMIC & COMMUNITY
DEVELOPMENT PROGRAMS LAST 20+ YEARS IN GATLINBURG TN,
JEFFERSON COUNTY TN, & RUTHERFORD COUNTY NC.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

EXECUTIVE DIR FOR RUTHERFORD CO. TDA.

CHIMNEY ROCK TOWN COUNCIL MEMBER

Other information you feel might be pertinent, including current or prior occupation or resume:

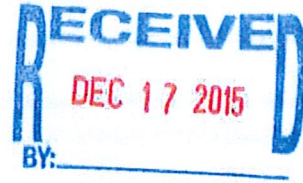
CHAMBER EXECUTIVE DIRECTOR - GATLINBURG, TN.

CHAMBER EXECUTIVE DIRECTOR - JEFFERSON COUNTY TN.

MULTIPLE COMMUNITY & ECONOMIC DEVELOPMENT ORGANIZATIONS

Signature: Don Cason

Date: 8/5/16



VOLUNTEER APPLICATION FORM

Name: John Crenshaw
Address: 5370 US 64-74A Hwy Lake Lure Resident for _____ years
Home Phone: _____ Cell Phone: 828-762-4817 Email: johncrens44@yahoo.com
Employer: Henderson County EMS Address: 820 North Justice St
Hendersonville 28739

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

☐

Board of
Adjustment &
Lake Structure
Appeals Board

☐

Zoning &
Planning Board

☐

Lake Advisory
Board

☐

Parks &
Recreation
Board

☐

ABC Board

☒

Utility
Board

☐

Asset
Management
Task Force

Rationale and qualifications for serving: _____

Want to be a part of community & community
decisions for positive growth & change

Other volunteer activities in which you are currently involved, including other Boards or Committees:

Involved in various church activities (Building, Nursery, youth)
volunteer activities at work as a paramedic

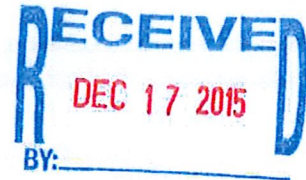
Other information you feel might be pertinent, including current or prior occupation or resume:

Been paramedic for 27 years. Involved in ongoing construction
projects for myself & others

Signature: _____

John Crenshaw

Date: 12-17-15



VOLUNTEER APPLICATION FORM

Name: Sheri Crenshaw
Address: 5370 us 64-74A Hwy Lake Lure Resident for _____ years
Home Phone: _____ Cell Phone: 828-275-1643 Email: Newbeginningsfarm@gmail.com
Employer: Northside Atlanta Address: Atlanta, NC

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

☐

Board of
Adjustment &
Lake Structure
Appeals Board

☐

Zoning &
Planning Board

☐

Lake Advisory
Board

☐

Parks &
Recreation
Board

☐

ABC Board

☒

Utility
Board

☐

Asset
Management
Task Force

Rationale and qualifications for serving: we want to be a part of community
& community decisions for positive growth & change

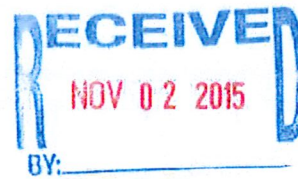
Other volunteer activities in which you are currently involved, including other Boards or Committees:

Involvement in women's group & other church activity voluntarily
support for youth at youth events, Nurse committees at in health care jobs

Other information you feel might be pertinent, including current or prior occupation or resume:

Current occupied as an RN taking care of newborn ~~babies~~
babies on OB floor - Been a nurse for 22 years. Was a
significant part of leadership team at PRH building New OB unit (8 years)

Signature: Sheri Crenshaw Date: 12/17/15



VOLUNTEER APPLICATION FORM

Name: AYRIAN 'LEE' CATZ
Address: 320 VISTA APT. DR. #14 Lake Lure Resident for 9 years
Home Phone: (828) 778-2284 Cell Phone: _____ Email: _____
Employer: _____ Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

☐

Board of
Adjustment &
Lake Structure
Appeals Board

☐

Zoning &
Planning Board

☐

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Board

☐

Parks &
Recreation
Board

☐

ABC Board

☒

Utility
Board

☐

Asset
Management
Task Force

Rationale and qualifications for serving: INTEREST IN CIVIC AFFAIRS.

HELD A VOLUNTEER POSITION AS CHAIRPERSON TO THE
CITIZENS ADVISORY BOARD FOR ATHENS MENTAL HEALTH
CENTER IN ATHENS, OHIO.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

NONE AT THIS TIME. WAS A VOLUNTEER FOR THE
H. N. G. WELCOME CENTER.

Other information you feel might be pertinent, including current or prior occupation or resume:

LICENSED DISPENSING OPTICIAN (OPHTHALMIC) FOR
15 YEARS. PROPERTY MGR. FOR 11 YEARS. WORKED WITH
MENTALLY HANDICAPPED PERSONS SEVERAL FOR 18 YEARS.

Signature: Ayrian Lee Catz Date: 11/2/15

