

MINUTES OF A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE, N.C.
JANUARY 11, 1978

The regular meeting of the Board of Commissioners was held in the Community Building on January 11, 1978 at 7:30 p.m.. The following members were present: Mayor J. Paul Wilson, Commissioners Claude R. Nelon, A.T. Cashion, William O. Keller and Henry E. Rainey. Mr. Martin L. Nesbitt, Jr., Town Attorney was also present.

Mayor Wilson called the meeting to order and asked for the minutes of a regular meeting, held on December 13, 1977, be read. Motion was made by Commissioner Nelon, seconded by Commissioner Keller they be accepted as read. The vote was unanimous.

Commissioner Nelon reported the Town had received \$19,200.00 which represents 75% of the total funds expected from the Federal Disaster Program. We will receive the remaining 25% when all work is completed, inspected and records audited.

Motion was made by Commissioner Nelon, seconded by Commissioner Keller to change the regular meeting from the second Wednesday of the month to the fourth Tuesday due to a conflict with church meetings. The vote was unanimous.

Minutes of a special meeting, held on December 19, 1977, amending fees for required boat and fishing permits was read. A discussion followed concerning limiting the length of boats in proportion to weight allowed on Lake Lure. Mayor Wilson said the Board would take all into consideration and try to come up with a solution.

Commissioner Cashion read the fire report for December and reported we are ready to lay the new water line as soon as the weather permits. Next he discussed the need for a fire truck and presented figures for financing a 1977 American LaFrance fire truck. A long discussion, by Board members and the citizens present, followed. Motion was made by Commissioner Cashion to purchase the truck and get the additional equipment as needed. Mr. Nesbitt was asked to check the legalities of the Town purchasing without bids etc. There was no second to the motion. Commissioner Cashion then made a motion for a special meeting to be held on January 12th at 2:00p.m., seconded by Commissioner Nelon and the vote was unanimous.

Commissioner Nelon placed in form of a motion that Commissioner Rainey be in charge of parks, recreation and beautification and that Mayor Wilson continue to be in charge of the golf course, seconded by Commissioner Cashion and the vote was unanimous.

A plan for Building Codes for the Town of Lake Lure was discussed and booklets were passed out to citizens present. Due to the absence of Mr. Charles Hedgepeth, who was to explain the proposal, no action was taken at this time.

Commissioner Keller gave the police report for November and December. Copies are attached to the minutes.

AMENDMENT TO M.O. 2-1
FISHING PERMITS REQUIRED

The Board of Commissioners of the Town of Lake Lure, North Carolina, do ordain as follows:

That Section "C" of M.O. 2-1, Fishing Permits Required, adopted by the Town of Lake Lure and Codified on the 9th day of July, 1974 is hereby amended and shall read as follows:

SECTION C. RATES

(1) For daily permits which entitles one person to one days fishing in the waters of Lake Lure, the fee shall be \$1.00 per day per person.

(2) For a season permit which entitles one person to fish the entire season in the waters of Lake Lure, the fee shall be \$3.00.

The aforesaid Ordinance shall be subject to the penalties as set forth in the original M.O. 2-1, Section "E".

Adopted this the 19 day of December, 1977

There being no further business the meeting was adjourned.

Mary T. Ficker
Mary T. Ficker, Clerk

J. Paul Wilson
J. Paul Wilson, Mayor

Town of Lake Lure

LAKE LURE, N. C. 28746

S. R. SWARINGEN
Chief of Police

704/625-9396

POLICE REPORT FOR THE MONTH OF NOVEMBER, 1977. TOTAL FOR TWO OFFICERS.

Miles patrolled -----	5,900	Miles
Calls answered -----	130	Calls
Traffic Accidents Investigated -----	3	Accidents
Breaking And Entering And Larceny -----	1	
Total Loss -----	\$5.00	
Hours Worked On Lake -----	30	Hours
Total Hours Worked -----	537	Hours

Town of Lake Lure

LAKE LURE, N. C. 28746

S. R. SWARINGEN
Chief of Police

704/625-9396

POLICE REPORT FOR THE MONTH OF DECEMBER, 1977. TOTAL FOR TWO OFFICERS.

MILES PATROLLED -----	5,485	MILES
CALLS ANSWERED -----	116	CALLS
TRAFFIC ACCIDENTS INVESTIGATED -----	1	ACCIDENT
BREAKING AND ENTERING AND LARCENY (<i>INSIDE GATE, FAIRFIELD MTS.</i>) -----	1	
TOTAL LOSS -----	\$800.00	
TOTAL HOURS WORKED -----	520	HOURS

Town of Lake Lure

LAKE LURE, N. C. 28746

1-11-78

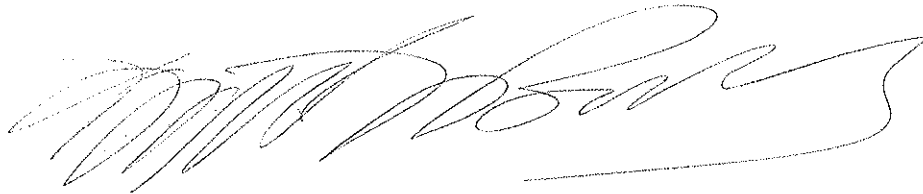
A. T. CASHION-----

The American LaFrance pumper that you have had brought here would, in my opinion, be quite adequate to serve the needs of the Town of Lake Lure for more than 20 years. It is also adequate to meet the support needs of the three departments we support.

We have enough 2½" hose to put it into operation. One 2½" nozzle and one 1½" nozzle would be needed. We should purchase 300' of 1½" hose although we could get along with 150' additional.

It seems unlikely that the Town will ever find a better deal than this one. There is no floss on this truck. I would expect prices to keep rising almost as much per year as the payments would be.

The vehicle has been examined and driven by most of the experience people in the department and all agree that this truck is as near ideal as we are likely to find.



REPAIR AGREEMENT

THIS AGREEMENT, dated as of January 30, 1978, is by and between DUKE POWER COMPANY (hereinafter designated as "Duke"), a corporation organized and existing under the laws of the State of North Carolina, with its principal place of business at 422 South Church Street, Charlotte, North Carolina 28242 and the TOWN OF LAKE LURE, NORTH CAROLINA (hereinafter designated as "Town"), a municipal corporation organized and existing under the laws of the State of North Carolina, located in Lake Lure, North Carolina 28746.

Duke hereby agrees to perform certain repair work as specified below to Town's two hydroelectric generating units at the Lake Lure Hydro Sation and Town hereby agrees to pay for said repair work pursuant to the following Terms and Conditions of this Agreement:

1. Duke shall perform repair work on the specified items of equipment (hereinafter collectively designated as "the equipment") as follows:

a. Controls - Duke shall rebuild and repair existing controls for the small unit at an estimated cost of:

\$5,000.00	Labor
<u>2,000.00</u>	Material
\$7,000.00	Total

b. Generator - Duke shall repair the exciter, clean the windings and test the small unit at an estimated cost of:

\$7,500.00	Labor for Generator
500.00	Labor for Exciter
13,000.00	Additional and New Winding
<u>7,500.00</u>	Labor for Winding
\$28,500.00	Total

c. Turbine - Duke shall dismantle, repair and re-assemble the small turbine, replacing the runner with a spare runner and also adjust the gates on the larger turbine at an estimated cost of: \$13,000.00 for labor.

2. Town understands that the charges set forth in §1 are only estimates and, furthermore, Town expressly agrees to pay Duke the full amount of invoices rendered to Town by Duke for the repair work within ten (10) days after receipt. Duke's charges shall include, but are not limited to, labor cost, vehicle cost, equipment cost, material cost, employees' expense, including time to and from the job site and general overhead. In the event that performance of the repair work extends beyond thirty (30) days, Town will be billed monthly as costs are incurred.

3. Duke shall commence this repair work on January 2, 1978. Duke shall have free and full access at all times to the equipment in order to perform the repair work.

4. DUKE MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EITHER EXPRESS OR IMPLIED, EITHER WRITTEN OR ORAL, ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE REPAIR WORK TO BE PERFORMED.

5. In the event that the Duke employees assigned to this job are needed for other work elsewhere, the repair work to be performed may be delayed by Duke without any liability to Town until said employees are available again. Furthermore, Duke shall not be liable for failure to perform or delay in performance resulting from any cause beyond Duke's reasonable control, including, but not limited to, acts of God, acts of civil, governmental or military authority, acts of Town, fire, strikes, riot or equipment breakdown. In the event of any such delay, the period of time for Duke's performance shall be extended for an additional period of time as is necessary to compensate for the cause of said delay.

6. Town shall indemnify and hold Duke harmless from any liability, cost, loss, claim or damage to persons or property arising out of the performance of this Agreement whether the liability, cost, loss, claim or damage is caused by or arises out of the negligence of Duke, its agents, its employees or otherwise.

7. In no event shall Duke be liable for any incidental, indirect, special or consequential damages. Furthermore, Town expressly agrees that Duke's liability hereunder for damages, regardless of the form of action or claim, shall not exceed \$48,500.00.

8. No modification, amendment or other change in this Agreement shall be effective for any purpose unless specifically set forth in a writing signed by the party to be bound thereby.

9. If any provision of this Agreement is held to be ineffective, unenforceable or illegal for any reason, this shall not affect the validity or enforceability of the remaining provisions hereof.

10. This Agreement is a complete contract and contains the entire agreement between the parties. All prior communications, understandings and representations, whether oral or written, are hereby superseded, abrogated and withdrawn.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

DUKE POWER COMPANY

By: Frank A. Jenkins
Frank A. Jenkins, Vice President
Transmission

TOWN OF LAKE LURE

By: J. Paul Wilson
Mayor

APPROVED
AS TO FORM
WJB
W. J. BOWMAN

By: Cheryl T. Cashin
Commissioner

By: Spencer R. Johnson
Commissioner

By: William O Keller
Commissioner

State of North Carolina

I, Mary T. Ficker, Notary Public, do hereby certify that J. Paul Wilson, Claude R. Nelson, and William O. Keller personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and seal, this 30 day of JANUARY, 1978.

Mary T. Ficker
Mary T. Ficker, Notary Public

My Commission Expires March 19, 1979

A B S T R A C T O F
V O T E S

CITY OF LAKE LURE
COUNTY OF RUTHERFORD

INSTRUCTIONS

Three copies are to be made; one copy to be signed by County or Municipal Board of Elections and delivered by them, when the canvass is concluded, to the Town Clerk, and one copy to be retained by County or Municipal Board of Elections and one copy to be mailed to the Chairman of the State Board of Elections, Raleigh, North Carolina.

STATE OF NORTH CAROLINA
Rutherford County,

This day personally appeared before me
Chairman
MORRIS L. GOODMAN Supervisor of the
LAKE LURE Board of Elections, who being
duly sworn, says that the abstract of votes
herein contained is true and correct
according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and affixed my NOTARY
seal, this 10 day of November, 1977.

Mary T. Fisher

(seal)

My commission expires: March 19 1979

OATH OF OFFICE

"I, Henry E. Rainey,
do solemnly swear (or affirm) that I will support and
maintain the Constitution and Laws of the United States,
and the Constitution and laws of North Carolina not in-
consistent therewith, and that I will faithfully discharge
the duties of my office as Commissioner,
so help me God."

Henry E. Rainey

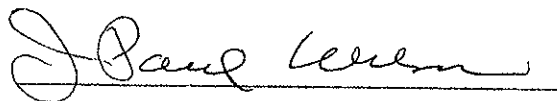
OATH OF OFFICE

"I, William O. Keller,
do solemnly swear (or affirm) that I will support and
maintain the Constitution and Laws of the United States,
and the Constitution and laws of North Carolina not in-
consistent therewith, and that I will faithfully discharge
the duties of my office as Commissioner,
so help me God."

William O Keller

OATH OF OFFICE

"I, J. Paul Wilson,
do solemnly swear (or affirm) that I will support and
maintain the Constitution and Laws of the United States,
and the Constitution and laws of North Carolina not in-
consistent therewith, and that I will faithfully discharge
the duties of my office as Mayor,
so help me God."


J. Paul Wilson

Town of Lake Lure

LAKE LURE, N. C. 28746

12-13-77

REport to the Commissioners---

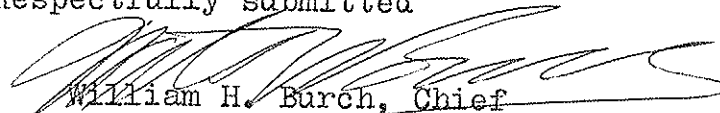
The Lake Lure Volunteer Fire dept answered 4 calls in the past month. Three of these were in the city. One was on Grassy Knob just inside Polk county. The value of these properties was \$79,000. the loss was 37,000.

One of these fires was of a suspicious nature and is under investigation by the State authorities.

We were hosts to the Rutherford County Firemens Ass last night. 14 of the 17 departments were represented with 64 firemen attending.

The brush truck is under cover again. We owe Mr sadler a bit of thanks for the use of his building. In order to prevent freezing, we need to purchase a 1,000w automatic electric heater, an roll of polyethylene and a 50' power cord. With these we can make a tent over the truck and keep the water at about 50 degrees without heating the entire building. ~~MM~~ Sadler does not charge us for the power we use, therefor I feel we should be as conservative as possible. *AS.*

Respectfully submitted


William H. Burch, Chief
Lake Lure Volunteer Fire Dept.

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE, N.C.
November 22, 1977

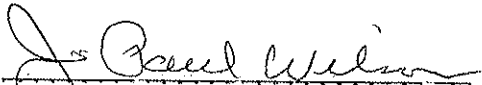
A special meeting of the Board of Commissioners was held in the Town Hall on November 22, 1977, pursuant to waiver of notice,

The following members were present: Mayor J. Paul Wilson, Commissioners Claude R. Nelson, and William O. Keller.


The meeting was held after waiver of notice as follows:

STATE OF NORTH CAROLINA)	
COUNTY OF RUTHERFORD)	WAIVER OF NOTICE SPECIAL
TOWN OF LAKE LURE)	MEETING


THE UNDER SIGNED MAYOR AND COMMISSIONERS OF THE TOWN OF LAKE LURE HEREBY WAIVE ALL NOTICE OF A SPECIAL MEETING OF SAID BOARD OF COMMISSIONERS AND AGREE THAT SAID MEETING MAY BE HELD AT THE TOWN HALL AT LAKE LURE, N.C. ON NOVEMBER 22, 1977, AND THE UNDERSIGNED FURTHER AGREE THAT ALL BUSINESS PROPERLY BROUGHT BEFORE SAID MEETING MAY BE TRANSACTED AT SAID MEETING.



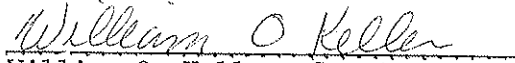
J. Paul Wilson, Mayor



Claude R. Nelson, Commissioner



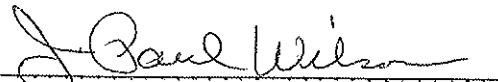
A.T. Cashion, Jr., Commissioner



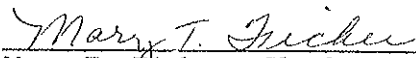
William O. Keller, Commissioner

Mayor Wilson called the meeting to order and the Board proceeded to adopt a resolution for the purpose of obtaining Federal financial assistance under the Disaster Relief Act or otherwise available from the President's Disaster Relief Fund. A copy of the resolution is attached to the minutes.

There being no further business, motion was made by Commissioner Nelson, seconded by Commissioner Keller, the meeting be adjourned.



J. Paul Wilson, Mayor



Mary T. Dicker, Clerk

DESIGNATION OF APPLICANT'S LOCAL AGENT

RESOLUTION

BE IT RESOLVED BY Board of Commissioners *(Governing Body)* OF The Town of Lake Lure *(Public Entity)*,

THAT Claude R. Nelson *(Name of Incumbent)*, Commissioner *(Official Position)*,

is hereby authorized to execute for and in behalf of Town of Lake Lure ~~Board of Commissioners~~, a public entity established under the laws of the State of North Carolina, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT The Town of Lake Lure, a public entity established under the laws of the State of North Carolina, hereby authorizes its agent to provide to the State and to the Federal Disaster Assistance Administration (FDAA), Department of Housing and Urban Development (HUD) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

Passed and approved this 22 day of November, 19 77.

J. Paul Wynn Mayor *(Name and Title)*

Claude R. Nelson Commissioner *(Name and Title)*

William O. Keller Commissioner *(Name and Title)*

CERTIFICATION

I, Mary T. Ficker, duly appointed and Clerk-Treasurer *(Title)* of The Town of Lake Lure, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Commissioners *(Governing Body)* of Lake Lure, North Carolina *(Public Entity)* on the 22 day of November, 19 77.

Date: 11/22/77

Clerk-Treasurer *(Official Position)*

Mary T. Ficker *(Signature)*

ASSURANCES

- A. The State agrees to take necessary action within State capabilities to require compliance with these assurances by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

The Applicant Certifies:

- B. That (to the best of his knowledge and belief) the disaster relief work described on each Federal Disaster Assistance Administration (FDAA) Project Application for which Federal financial assistance is requested is eligible in accordance with the criteria contained in 24 Code of Federal Regulations, and FDAA (HUD) Handbooks.
- C. That it is the legal entity responsible under law for the performance of the work detailed or accepts such responsibility.
- D. That the emergency or disaster relief work therein described for which Federal assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
- E. That all information given by it herein is, to the best of its knowledge and belief, true and correct.
- F. That all financial assistance received under this application will be, or has been, expended in accordance with applicable law and regulations thereunder.

The Applicant Agrees:

- G. To (1) provide without cost to the United States all lands, easements, and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
- H. To comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by the Federal Disaster Assistance Administration pursuant to that Title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, religion, nationality, sex, age, or economic status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant received Federal financial assistance from the Agency and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.
- I. That if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Federal Disaster Assistance Administration, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by FDAA.
- J. That the assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by FDAA, that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse are authorized to sign this assurance on behalf of the Applicant.
- K. To obtain and maintain any flood insurance as may be required for the life of the project(s) for which Federal financial assistance for acquisition or construction purposes for buildings or mobile homes was provided herein; and, to obtain and maintain any other insurance as may be reasonable, adequate and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.
- L. That, as a condition for the grant, any repairs or construction financed herewith, shall be in accordance with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, to evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such standards, including safe land use and construction practices.
- M. To defer funding of any projects involving flexible funding under Section 402 or Section 419 until FDAA makes a favorable environmental clearance determination, if this is required.

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE, N.C.
December 19, 1977

A special meeting of the Board of Commissioners was held in the Town Hall on December 19, 1977, pursuant to waiver of notice.

The following members were present: Mayor J. Paul Wilson, Commissioners Claude R. Nelon, A.T. Cashion and William O. Keller.

The meeting was held after waiver of notice as follows:

STATE OF NORTH CAROLINA)
COUNTY OF RUTHERFORD) WAIVER OF NOTICE SPECIAL
TOWN OF LAKE LURE) MEETING

THE UNDERSIGNED MAYOR AND COMMISSIONERS OF THE TOWN OF LAKE LURE HEREBY WAIVE ALL NOTICE OF A SPECIAL MEETING OF SAID BOARD OF COMMISSIONERS AND AGREE THAT SAID MEETING MAY BE HELD AT THE TOWN HALL AT LAKE LURE, N.C. ON DECEMBER 19, 1977, AND THE UNDERSIGNED FURTHER AGREE THAT ALL BUSINESS PROPERLY BROUGHT BEFORE SAID MEETING MAY BE TRANSACTED AT SAID MEETING.



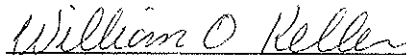
J. Paul Wilson, Mayor



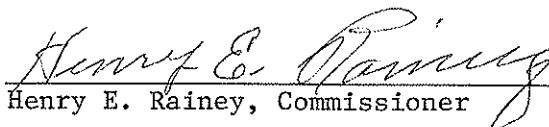
Claude R. Nelon, Commissioner



A.T. Cashion, Jr., Commissioner



William O. Keller, Commissioner



Henry E. Rainey, Commissioner

Mayor Wilson called the meeting to order and announced that the purpose of the meeting was to review fees for required boat and fishing permits. After a discussion the general opinion of the Board was the fees should be increased. Motion was made by Commissioner Nelon, seconded by Commissioner Cashion the following Ordinance be adopted. The vote was unanimous.

AMENDMENT TO M.O. 1-1
BOATING PERMITS REQUIRED

The Board of Commissioners of the Town of Lake Lure, North Carolina, do ordain as follows:

That Sections "D" and "F" of M.O. 1-1, Boating Permits Required, adopted by the Town of Lake Lure and Codified on the 9th day of July, 1974 is hereby amended and shall read as follows:

Section D. For those persons, owning, renting, or leasing real property within the Town of Lake Lure:

(1) For a daily permit regardless of horsepower of a boat, the fee shall be \$3.50 per day per boat.

(2) For a yearly all purpose permit for a boat with a motor having not more than 20 horsepower, the fee shall be \$6.00 per boat.

(3) For a yearly all purpose permit for a boat with a motor having more than 20, but not more than 95 horsepower, the fee shall be \$9.00 per boat.

(4) For a yearly all purpose permit for a boat with a motor having more than 95 horsepower, the fee shall be \$14.00 per boat.

(5) For a yearly all purpose permit for fishing boats, regardless of horsepower, allowing the use thereof only for fishing and traveling to and from places on the Lake for the purpose of fishing, the fee shall be \$ 6.00 per boat.

(6) For a yearly all purpose permit for row-boats or canoes, the fee shall be \$4.00

Section F. For those persons, other than owners of camps, who do not own, lease, or rent real property within the corporate limits of the Town of Lake Lure:

(1) For a daily permit regardless of horsepower of boat, the fee shall be \$5.50.

(2) For a yearly all purpose permit for a boat having a motor not more than 20 horsepower, the fee shall be \$9.00.

(3) For a yearly all purpose permit for a boat having a motor with more than 20 but not more than 95 horsepower, the fee shall be \$26.00 per boat.

(4) For a yearly all purpose permit for a boat having a motor with more than 95 horsepower the fee shall be \$32.00 per boat.

(5) For a yearly all purpose permit for fishing boats, regardless of horsepower, allowing the use thereof only for fishing and traveling to and from places on the Lake for the purpose of fishing, the fee shall be \$10.00 per boat.

(6) For a yearly all purpose permit for row-boats or canoes, the fee shall be \$6.00 per boat

(7) For a thirty day all purpose permit for a boat having more than 20 but not more than 95 horsepower, the fee shall be \$13.00 per boat.

(8) For a thirty day all purpose permit for a boat having more than 95 horsepower the fee shall be \$16.00 per boat.

The aforesaid Ordinance shall be subject to the penalties as set forth in the original M.O. 1-1, Section "G".

Adopted this the 19 day of December, 1977