

# LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, March 8, 2022



**Mayor Carol C. Pritchett**  
**Mayor Pro Tem David DiOrio**  
**Commissioner Patrick Bryant**  
**Commissioner Scott Doster**  
**Commissioner Jim Proctor**

**TOWN OF LAKE LURE**  
**Town Council Regular Meeting**  
Tuesday, March 08, 2022 – 5:00 PM  
Lake Lure Municipal Center



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**Agenda**

**I. Call to Order**

**II. Agenda Adoption**

**III. Mayor's Communications**

**IV. Town Manager's Communications**

**V. Council Liaison Reports and Comments**

**VI. Presentations**

A. Action for Climate Change

**VII. Public Comment**

*The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the Town Clerk, [ostewman@townoflakelure.com](mailto:ostewman@townoflakelure.com), at least one hour prior to the meeting.*

**VIII. Consent Agenda**

A. Approval of the February 8, 2022 Regular Meeting Minutes

B. Tree Removal from within 995' boundary request – lot 3 on Chapel Point Road (Parcel #1617657)

C. Waiver of the Noise Regulation and the Discharging of a Firearm, Chapter 20 Article I Sec. 20-1 of the Noise Regulation, Chapter 20 Article II, for a Celebration of Life Ceremony including a gun salute for Thomas Whittemore, a native of Lake Lure, NC.

D. Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee.

- E. Approval of the 2022 Audit Contract with Martin Starnes & Associates, CPAs, P.A.
- F. Buffalo Creek Park Potential Trail Addition
- G. Budget Amendment #323 - Repurpose Fence appropriation of Fence budget (\$50,000) and Fund balance (\$5,000) to Public Works (Capital) Work Trucks
- H. Budget Amendment #324 - Adding an Administration Position for the Public Works Department.

**IX. New Business**

- A. Statutory and Advisory Board Appointments
- B. Authorization for Specialized Consulting Services LLC to Facilitate the Emergency Tabletop Exercise
- C. Surplus Equipment
- D. Quitclaim of Town Property to W. Terry Fountain, Sr. and Janet B. Fountain, Resolution No. 22-03-08A
- E. Advancing the Communications Specialist position to Communications Director

**X. Adjournment**

**III**  
**Mayor's**  
**Communications**

# IV

## Town Manager's Communications



## **Town Manager / Town Clerk February Report – Completed March 4, 2022**

Below are the February highlights from the various departments.

**Public Services** – It was once again a busy month for the Public Services Department. The full-time Hydro Utilities Supervisor was officially on-boarded to help oversee all operations at the hydro facility. The lake levels have steadily been rising throughout the month and the manhole rehabilitation project is nearing completion. Below are the top three accomplishments for Public Works and for Hydro/Dam/WWTP:

### **Public Works**

- Two new manholes were installed for location of sewer lines in Morse Park.
- The department is making headway on launching the new CMMS system.
- A longtime project with storm water drainage on Rock Crest Rd was cleared and resolved.

### **Hydro**

- Began prepping parts for the WWTP mixer motor and gearbox project.
- Completed painting the hydro plant walls.
- Tainter gates preventative maintenance has been completed.

**Community Development** –There were 13 certificates of zoning compliance issued in February. The department issued eight land disturbance permits. Additionally, 14 certificates of occupancy were issued and two lake structure permits were issued within the month. The Department continues to work with other staff Top projects/activity updates:

- **Sedimentation into Lake/Water Quality Concerns; sub watershed 5-Grey Logs Cove and the Highlands Subdivision** – The Department issues a follow-up letter to Highlands of Lake Lure POA (listed Financially Responsible Party), JRS Land Group & Investments (listed Owner) and Odom Engineering PLLC (Engineer) regarding unresolved slope failure repair project from 5/1/20.
- **Lake Structure Tag Maintenance Program** – Community Development is continuing to process the results of inspections that were completed in November.
- **Town Park / Cell Tower Project** – Lease agreements executed, State Historic Preservation Office review currently underway (not expected, but have been assured by ATT/contractor that it is routine. Working with contractor to finalize zoning permit.

**Fire / Emergency Management** – The Lake Lure Fire Department completed 213 total hours of training during the month of February. The department responded to 16 fire, medical, and rescue calls. Additionally, 30 burn permits were issued. The Department worked diligently with other Town staff and outside agencies to ensure the health and safety of the community. An array of accomplishments can be found in the full fire and emergency services department report which is available by request. Three notable accomplishments:

- Completed ATV training.
- Installed the new water heater at the station and new water rescue equipment on R25.
- Chief Waycaster attended the WNC Municipal Chiefs meeting.

**Police** – Chief Humphries and Lake Lure Police Officers had 259 total police activities for the month of February and a full break-down of this total can be found in the Police Department Report which is available by request. Eight citations were issued and two arrests were made. Top three accomplishments:

- The Department is in the process of hiring a new patrol officer who will be transferring from another agency just outside of the county. He is well versed with our programs and will be an easy transfer with hopefully quick field training.
- Officer Dill's researched body cameras and their components such as cloud storage. He spoke with several other agencies and reported his findings to Chief Humphries. The department's current body cameras have reached their life span and parts are no longer made to repair them. The new procedure would allow cloud storage, making access for district attorneys easier during trial.
- LLPD is assisting the Rutherford County Sheriff's Department by filling in for their SRO at Lake Lure Classical Academy, while he is out. He Sheriff's Deputy should return within three weeks

**Parks, Recreation & Lake** – Director Dean Givens and Parks & Trails Coordinator Dana Bradley have provided oversight of and have accomplished various projects and day-to-day operations, which can be found in the department report available by request. The Department also has various projects underway including the completion of walkway pavers in front of the beach and new seawall at the gazebo, which is estimated to be completed this week, Coordinator Bradley has been attending trainings which will allow for the launching a new permitting software through RecDesk after completion. Givens and Bradley have been working towards moving into the new Parks, Recreation, and Lake Office location. Coordinator Bradley facilitated a total of 62 volunteer hours for the month of February. Three notable projects/activities updates:

- Deepwater Launch – The final permit was received and staff is working with a contractor to schedule the deepwater launch.
- Dredging – Lake-work and dredging will resume when the lake returns to full pond.
- The Department is preparing for the in-season and have been selling a vast amount of boat permits and marina slips.

**Finance** – Finance Director Sam Karr is continuing to work alongside Assistant Finance Director Stephen Ford. The Town is 67 percent into the fiscal year and has spent 51.84 percent of the general fund budget. A couple of budget amendments were approved by Council in February. With updated numbers, the town has spent 43.77 percent of the W/S fund budget and 78.8 percent of the hydroelectric fund. Karr and Ford have officially begun meeting with department heads to complete the preliminary budget for the upcoming fiscal year. Top three updates from finance:

**Communications** – Communications Specialist Krejci has provided details and statistics regarding website, social media, communications, grants, and events/community outreach in the Communications Department Report which is available by request. Top projects/activities in the categories noted above:

- **Website/Social Media** – Continuously working to inform citizens of town news, events, announcements, etc. via the town website and Facebook page. In February, Specialist Krejci responded to 25 website inquires, four online work orders, and 17 online facility reservations. The town's outreach through Krejci's efforts continue to increase. In February, the Town gained 177 new social media followers.
- **Communications** – Specialist Krejci has worked diligently to complete a summary and review of the town's 2021 accomplishments. Krejci has also worked towards providing the community with crucial information such as lake levels and overview of projects taking place during the drawdown, community events, and other information that is helpful to those who reside in or visit Lake Lure. Additionally, Specialist Krejci has worked with Mayor Pritchett to produce a Mounting Breeze article and has continued to collaborate with the Chamber and various boards to ensure betterment of the community. The new illuminated signage is now expected to arrive in March.
- **FEMA Grants** – Communications Specialist Krejci continues to work on FEMA grants and ARP grant funding, while administering and coordinating with finance and other entities to manage existing grant rewards. The 2020 FEMA HHPD Grant project is projected to be completed this month and Krejci is working with Finance NC DEQ DSO for FEMA reimbursement of \$121,000 once the final receipts are received. For the second 2020 FEMA HHPD grant, Specialist Krejci has submitted quarterly update of work plan to NC DEQ DSO. In regard to the FY 2021 FEMA HHPD grant, a meeting was held this month with the Director of the FEMA HHPD Grant program in DC, along with the new Acting NC DEQ DSO, our FEMA Coordinator from Raleigh, Mayor Pritchett, Sam Karr, Jonathan Pittman from Schnabel and Laura Krejci. A presentation was made on the alternatives analysis and the process for selecting the plan to replace the dam. The meeting was successful in that the FEMA Director stated that the project met the guidelines for the FEMA Grant. Despite this fact, all of the new FEMA application requirements had to be met and were turned in this month. We are still awaiting a decision on



- **Events / Community Outreach** – Specialist Krejci has continued developing a rough draft of the standard operating procedures to ensure a streamlined and coordinated event planning and permitting process, which she will review with various other Community Development, Fire Department/Emergency Management, and Police. Krejci has been working closely with the Carolina Climbers Coalition to help coordinate the Rumble 2022 event which will be taking place March 4-6, 2022. Plans to hold a round table are still in the works, as is holding a communications meetings with realtors.

**Administration** – Below is an abbreviated summary as to where we are on a few ongoing or upcoming projects:

- Lake levels began rising and are nearing full pond.
- Manhole rehabilitation is continuing to progress towards completion with the remainder of the project taking place as the lake level emerges to full pond.
- The LGC has officially approved the Town’s loan for the wastewater system replacement.

**Manager / Clerk February Activities**

- Prepared for and produced minutes for the regular Town Council meeting, February 8
- Met with a couple of state representatives to hold general discussions, February 10
- Participated in a bi-weekly GLS team progress meeting, February 17
- Attended and presented at the quarterly Mayor-Managers meeting, February 17
- Participated in a tri-weekly meeting regarding infrastructure schedule update with LaBella Associates, February 21
- Prepared for and clerked a regular ABC Board meeting, February 21
- Participated in and clerked the first Steering Committee meeting, February 22
- Hosted a staff meeting, February 24
- Attending the kick-off to budget meetings with the finance staff and department heads, starting with Fire/Emergency Management, February 28

*Individual department reports are available upon request.*

  
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 Interim Town Manager

2/4/22  
 Date

**V**

**Council Liaison  
Reports and  
Comments**

# VI

# Presentations

## A. Action for Climate Change

# VII

## Public Comment

*The public is invited to speak. Please keep comments limited to five minutes or less. Comments may also be submitted in writing to Town Clerk Olivia Stewman via the following email address: [ostewman@townoflakeure.com](mailto:ostewman@townoflakeure.com)*

# VIII

## Consent Agenda

- A. Approval of the February 8, 2022 Regular Meeting Minutes
- B. Tree Removal from within 995' boundary request – lot 3 on Chapel Point Road (Parcel #1617657)
- C. Waiver of the Noise Regulation and the Discharging of a Firearm, Chapter 20 Article I Sec. 20-1 of the Noise Regulation, Chapter 20 Article II, for a Celebration of Life Ceremony including a gun salute for Thomas Whittemore, a native of Lake Lure, NC.
- D. Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee.
- E. Approval of the 2022 Audit Contract with Martin Starnes & Associates, CPAs, P.A.
- F. Buffalo Creek Park Potential Trail Addition
- G. Budget Amendment #323 - Repurpose Fence appropriation of Fence budget (\$50,000) and Fund balance (\$5,000) to Public Works (Capital) Work Trucks
- H. Budget Amendment #324 - Adding an Administration Position for the Public Works Department.



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL  
HELD TUESDAY, FEBRUARY 8, 2022, 5:00 P.M. AT THE LAKE LURE MUNICIPAL  
CENTER**

**PRESENT:** Mayor Carol C. Pritchett  
Mayor Pro Tem David DiOrio  
Commissioner Patrick Bryant  
Commissioner Scott Doster  
Commissioner Jim Proctor

William Morgan, Jr., Town Attorney  
Olivia Stewman, Town Clerk / Interim Town Manager

**ABSENT:** N/A

**I. CALL TO ORDER**

Mayor Carol C. Pritchett called the meeting to order at 5:00 p.m. Commissioner Patrick Bryant gave the invocation. Council members led the pledge of allegiance.

**II. APPROVE THE AGENDA**

Commissioner Jim Proctor made a motion to approve the Agenda with the addition of item E under consent agenda for the purpose of the Suspension of Chapter 8 Article II: "Peddlers" of the Code of Ordinances for Carolina Climbers Coalition Rumble 2022 Event. Commissioner David DiOrio seconded and the motion carried 4-0.

**III. MAYOR'S COMMUNICATIONS**

Mayor Carol C. Pritchett welcomed all and thanked those in attendance for coming.

**IV. TOWN MANAGER COMMUNICATIONS**

Interim Town Manager Olivia Stewman reported that Lake Levels began rising on February 1<sup>st</sup> and that the Lake will steadily return to full pond. Interim Manager Stewman also

reported that the town had been approved for a 2022 Dredging Grant. Stewman explained gave a shout out to staff for their hard work and successful efforts in preparing for and working amidst the snow storm in January.

## **V. COUNCIL LIAISON REPORTS & COMMENTS**

Commissioner Scott Doster reported the activities of the Zoning and Planning Board and Utilities Advisory Board

Commissioner David DiOrio reported the activities of the Lake Advisory Board and the Board of Adjustment / Lake Structures Appeals Board.

Commissioner Jim Proctor reported the activities of the ABC Board.

Commissioner Patrick Bryant reported the activities of the Parks and Recreation Board.

## **VI. PUBLIC COMMENT**

Mayor Carol C. Pritchett invited the audience to speak and no one wished to do so.

## **VII. CONSENT AGENDA**

Mayor Carol C. Pritchett presented the Consent Agenda and asked if any other items should be removed before calling for action.

Commissioner Proctor made a motion to approve the Consent Agenda, as amended per the agenda adoption. Commissioner DiOrio seconded. Therefore, the Consent Agenda incorporating the following items was unanimously approved and adopted:

- A. Approval of the January 11, 2022 Regular Meeting Minutes and the January 26, 2022 Special Meeting Minutes
- B. Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances and Waiver of the Noise Regulation, Chapter 20 Article II, for Hickory Nut Gorge (HNG) Outreach 2022 Spring Lake Lure Arts and Crafts Festival
- C. Budget Amendment #321
- D. Budget Amendment #322
- E. Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances for Carolina Climbers Coalition Rumble 2022 Event

## **VIII. NEW BUSINESS**

**A. FEDERAL COMMUNICATIONS COMMISSION (FCC) OWNERSHIP  
DISCLOSURE INFORMATION APPROVAL**

Public Services Director Dean Lindsey provided Council with an explanation as to what the Federal Communications Commission (FCC) Ownership Disclosure Information represented. Director Lindsey noted that the FCC requires the town's elected to be listed on this form.

Commissioner DiOrio made a motion to approve the request to include the names of council members on the Federal Communications Commission Ownership Disclose Information form. Commissioner Proctor seconded and the motion carried 4-0.

**VIII. NEW BUSINESS**

**B. PUBLIC SERVICES ADMINISTRATIVE TECHNICIAN POSITION**

Director Lindsey explained that there is a need for an administrative technician for the public services department for the purpose of maintaining the department's new Computerized Maintenance Management System (CMMS). Director Lindsey continued to explain that this individual would have dual responsibilities as an administrative staff member and a technician who will work in the field. Lindsey noted that this position would increase the organization, efficiency, and effectiveness of the department.

Director Lindsey was questioned as to whether or not the addition of this position would require a budget amendment and he explained that a budget amendment would be including on the agenda for the March meeting.

Commissioner Doster made a motion to approve the Public Services Administrative Technician Position. Commissioner Proctor seconded and the motion carried 4-0.

**VIII. NEW BUSINESS**

**C. RESOLUTION NO. 21-02-08 CREATING A TOURISM DEVELOPMENT  
AUTHORITY (TDA) STEERING COMMITTEE**

Commissioner Bryant and Mayor Pritchett explained that the overall goal of the Steering Committee is to determine how Rutherford County TDA funds to the town, which must be matched by the town, are best utilized. Mayor Pritchett noted that the Board makeup includes individuals from various agencies that will have useful input as to the funding and what it should be spent towards in order to provide the greatest benefit the community.

Commissioner Bryant made a motion to adopt Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee. Commissioner Doster seconded and the motion carried 4-0.



**VIII. NEW BUSINESS**

**D. LAKE LURE ADVISORY AND STATUTORY BOARD HANDBOOK**

Mayor Pritchett explained that a Lake Lure Advisory and Statutory Board Handbook had been drafted, per the last meeting, for the purpose of laying out the rules and regulations of town boards and board members.

Commissioner DiOrio provided a brief explanation of the importance of knowing state Statutes and the difference between statutory and advisory boards. Commissioner DiOrio also suggested, per the handbook, that Board Chairs compile an annual report at the end of each year.

Council members discussed the importance of maintaining a healthy rotation of board members. The Board also discussed term limits and general schedules of boards.

Commissioner DiOrio made a motion to approve the Lake Lure Advisory and Statutory Board Handbook. Commissioner Bryant seconded and the motion carried 4-0.

**VIII. NEW BUSINESS**

**E. BUFFALO CREEK PARK PARKING EXPANSION**

Parks, Recreations, and Trails Coordinator Dana Bradley

**IX. CLOSED SESSION**

Commissioner made a motion to go into closed session in accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters. Commissioner seconded and the motion carried 4-0.

During Closed Session, Council discussed personnel matters.

Commissioner made a motion to return to open session. Commissioner seconded and the motion carried 4-0.

**XII. ADJOURN THE MEETING**

After returning to open session, Commissioner Proctor made a motion to amend the agenda to add New Business F for the purpose of discussing ‘Project Manager’ and New Business G authorizing the Mayor to negotiate with Renee Narloch Firm to extend or amended the current contract to also include a search for a Project Manager. Commissioner Bryant seconded and the motion carried 4-0.

Commissioner Doster made a motion to approve the authorization of the creation of a Project Manager position. Commissioner Proctor seconded and the motion carried 4-0.

Commissioner Doster made a motion to authorize the Mayor to negotiate with Renee Narloch Firm to extend or amended the current contract to also include a search for a Project Manager. Commissioner Proctor seconded and the motion carried 4-0.

Commissioner Proctor made a motion to recess this meeting until March 4, 2022 at 8:30 AM at the Lake Lure Town Hall. Commissioner DiOrion seconded and the motion carried 4-0.

ATTEST:

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Olivia Stewman,  
Town Clerk

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Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: March 8, 2022**

**SUBJECT:** Tree Removal from within 995' boundary request – lot 3 on Chapel Point Road (Parcel #1617657)

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** B  
**Department:** Community Development  
**Contact:** Mike Williams, Community Development Director  
**Presenter:** Mike Williams, Community Development Director

**BRIEF SUMMARY:** Mark Hoek, representing the 20 property owners of Lurewoods Landing parcel 3 on Chapel Point Road, has requested permission to remove a hazardous tree from that property. The tree is within the Town's 995' lake boundary and requires the approval of Town Council to remove. Community Development staff visited the site on February 9<sup>th</sup> to conduct an inspection and evaluation of the tree. Parcel is an undeveloped, shared lake-access parcel with approximately 197' shoreline, trees and natural landscaping. CDD staff observed no obvious erosion or shore stabilization concerns relating to removing the tree.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve/deny the request to remove the hazardous tree, but require the tree stump to remain.

**FUNDING SOURCE:** none

**ATTACHMENTS:** Photographs of tree and copy of request from property owner

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Community Development Director Michael Williams evaluated the tree and recommends that approval be granted for removal of the hazardous tree.







Thu 2/17/2022 1:55 PM

Mark <[mark.hoek@yahoo.com](mailto:mark.hoek@yahoo.com)>

Re: Damaged Tree In Cove

To Michael Williams

 This message is part of a tracked conversation. [Click here to find all related messages or to open the original flagged message.](#)

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Hi Mike,

Per your request, while we don't have a formalized POA, I've spoken to our member/owners who are in favor of having subject tree safely removed when possible.

Cheers,

Mark Hoek  
Mobile 828-424-0176  
[mark.hoek@yahoo.com](mailto:mark.hoek@yahoo.com)

> On Feb 14, 2022, at 9:24 AM, Mark <[mark.hoek@yahoo.com](mailto:mark.hoek@yahoo.com)> wrote:

>

> Hi Mike,

>

> I have been asked to represent my fellow cove owners (Lot 3 on Chapel Point Rd) regarding the removal of the large damaged, hazardous tree on the lower left side (if facing water). Thanks for coming out to review and we understand we also need Town Council approval. During our cove cleanup this past weekend, various cove owners also had the opportunity to meet with our adjacent cove owner Dr. John McElveen who is in favor of subject tree being taken down as the way it is leaning would likely damage his sea wall.

>

> Let me know if there's anything else you need from us. Thanks for yours and Town Council's time and consideration.

>

> Cheers,

>

>

> Mark Hoek  
> Mobile 828-424-0176  
> [mark.hoek@yahoo.com](mailto:mark.hoek@yahoo.com)

>

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: March 8, 2022**

**SUBJECT:** Waiver of the Noise Regulation and the Discharging of a Firearm, Chapter 20 Article I Sec. 20-1 of the Noise Regulation, Chapter 20 Article II, for a Celebration of Life Ceremony including a gun salute for Thomas Whittemore, a native of Lake Lure, NC.

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** C  
**Department:** Administration  
**Contact:** Elisa Shillig  
**Presenter:** Laura Krejci, Communications Specialist

**BRIEF SUMMARY:** Request a waiver of the Noise Ordinance and the Discharging of a Firearm, Chapter 20 Article I Sec. 20-1 and Chapter 20 Article II, for a Celebration of Life Ceremony for Thomas Whittemore, a native of Lake Lure, NC. This agenda item has been reviewed by the Lake Lure Police Chief and he recommended approval by Town Council.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the waiver of the Noise Ordinance and the Discharging of a Firearm, Chapter 20 Article II, for a Celebration of Life Ceremony including a gun salute for Thomas Whittemore, a native of Lake Lure, NC. The ceremony is scheduled at the Lake Lure Gazebo on 4/30/22 from 1:00 – 3:30 PM.

**ATTACHEMENTS:** Chapter 20 Article I Sec. 20-1.: “Discharge of firearms”; Chapter 20 Article II: “Noise Regulation”

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Waiver of the Noise Ordinance and the Discharging of a firearm, Chapter 20 Article II allows the Celebration of Life Ceremony including a gun salute for Thomas Whittemore, a native of Lake Lure, NC. The ceremony is scheduled at the Lake Lure Gazebo on 4/30/22 from 1:00 – 3:30 PM.

**ARTICLE I. IN GENERAL****Sec. 20-1. Discharge of firearms.**

(a) It shall be unlawful for any person to fire or discharge any rifle, gun, pistol, pellet gun, air gun, air pistol, or air rifle within the town, on or off his premises, in sport or amusement.

(b) Any person who shall knowingly and willfully permit his minor child under 18 years of age to discharge, fire, shoot, or operate within the town any such air rifle or pellet gun, shall be guilty of a misdemeanor.

(Code 1989, § 84.01)

**State law reference**—Authority to regulate and restrict firearms, and pellet guns, G.S. 160A-189, 160A-190.

**Sec. 20-2. Disturbing public meetings.**

It shall be unlawful to behave in a boisterous or indecent manner or to create any disturbance at or near any public entertainment or meeting.

(Code 1989, § 84.02)

**Sec. 20-3. Injuring town property.**

It shall be unlawful to trespass upon, damage, deface, break, or injure any property belonging to the town.

(Code 1989, § 84.03)

**Sec. 20-4. Possession of firearms on certain municipal property.**

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Firearm* means a handgun, shotgun, or rifle which expels a projectile by action of an explosion.

*Handgun* means a pistol, revolver, or other gun that has a short stock and is designed to be held and fired by the use of a single hand.

(b) The possession of firearms, carried openly or concealed, is hereby prohibited within the following municipal buildings:

- (1) The town police department located at 2950 Memorial Highway, Lake Lure, N.C.
- (2) The town alcoholic beverage control (ABC) store located on Memorial Highway, Lake Lure, N.C.

(c) The possession of firearms, carried openly or concealed, is hereby prohibited within the following municipal buildings; however, this subsection shall not apply to a person who is legally carrying a concealed handgun and has a concealed handgun permit that is valid under G.S. 14, art. 54B (G.S. 14-415.10 et seq.), or who is exempt from obtaining a permit pursuant to that article. Open carry is still prohibited:

- (1) Town hall located at 2948 Memorial Highway, Lake Lure, N.C.



(2) Lake operations located on Buffalo Shoals Road, Lake Lure, N.C.

(d) Appropriate decals or signs indicating that firearms are prohibited within, shall be conspicuously displayed at each entrance by which the general public can access the municipal buildings specified in subsections (b) and (c) of this section. Decals or signs shall not be posted at or on municipal properties not identified herein, or where no prohibitions exist.

(e) If this section or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given separate effect and to that end the provisions of this section are declared to be severable. All ordinances or parts of ordinances in conflict with this section are hereby repealed.

(f) This section shall be effective immediately upon adoption by majority vote of the town council. (Code 1989, § 84.04; Ord. of 6-14-2016)

**Secs. 20-5—20-26. Reserved.**

**ARTICLE II. NOISE REGULATION\***

**Sec. 20-27. Scope.**

This article shall apply to all sound, sound vibration, and noise originating within the corporate limits of the town. Nothing in this article shall be construed to limit or prevent the town or any person from pursuing any other legal remedies for damages or the abatement of noises in the town. (Code 1989, § 84A.01)

**Sec. 20-28. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Amplified sound* means any sound or noise, including the human voice, that is increased in volume or intensity by means of mechanical and/or electrical power.

*Construction* means the erection, repair, assembly, alteration, landscaping, or demolition of any building or building site.

*Decibel (dB)* means a unit for describing the amplitude of sound, equal to 20 times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micronewtons per square meter.

*Motorized vehicle* means any vehicle, as defined in G.S. 20-4.01(49), including, but not limited to:

- (1) Excursion passenger vehicles as defined in G.S. 20-4.01(27)e.
- (2) Common carriers of passengers as defined in G.S. 20-4.01(27)d.
- (3) Motorcycles and mopeds as defined in G.S. 20-4.01(27)h and j.

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\***State law reference**—Authority to regulate noises, G.S. 160A-184.

- (4) Truck tractors as defined in G.S. 20-4.01(48).
- (5) Farm tractors as defined in G.S. 20-4.01(11).

*Noise disturbance* means any sound or noise which:

- (1) Endangers or injures the health or safety of humans or animals;
- (2) Endangers or injures personal or real property; or
- (3) Disturbs a reasonable person of normal sensitivity or interferes with normal human activity.

Except as otherwise provided herein, a sound will be considered a noise disturbance if it exceeds the decibel level thresholds established by zoning district and time of day.

*Person* means any individual, association, firm, partnership, corporation, or business entity.

*Sound* means any disturbance of the air or other medium that is detectable by the unaided human ear or which produces vibrations detectable by reasonable persons of normal sensitivity.

*Sound level meter* means an ANSI standard S1.4 Type 0, I or II class instrument which includes a microphone, amplifier, RMS detector, integrator or time average (LEQ as defined below), output meter, and weighting network used to measure sound pressure levels.

(Code 1989, § 84A.02)

#### **Sec. 20-29. General regulation.**

Except as allowed in this article, no person shall willfully engage in any activity within the town, whether on private or public property, which activity produces or constitutes a noise disturbance on occupied neighboring premises or public area.

(Code 1989, § 84A.03)

#### **Sec. 20-30. Exceptions.**

Sound or noise associated with the following are excepted from the application of this article:

- (1) Construction activity performed by an agency of government, provided that all equipment is operated in accordance with manufacturer's specifications and is equipped with all noise-reducing equipment in proper condition;
- (2) Construction or repair work and regulated activities of utilities regulated by the state utilities commission;
- (3) Construction activities associated with home improvements between the hours of 7:00 a.m. and 9:00 p.m. Monday through Sunday;
- (4) Lawnmowers and turf management equipment operated between the hours of 6:00 a.m. and 9:00 p.m. when operated in accordance with manufacturer's specifications and with all standard noise reducing equipment in place and in proper condition;
- (5) Refuse collection vehicles operating during daylight hours;
- (6) Safety signals, warning devices, emergency pressure relief valves, and church bells;

- (7) Outdoor entertainment events only to the extent authorized in a special event permit issued by the town;
- (8) Regularly scheduled athletic events at town parks, athletic facilities, and public or private schools;
- (9) Film and video production activities for which permits have been issued by the town, provided all equipment such as generators are properly muffled;
- (10) Lawful fireworks;
- (11) Properly equipped aircraft operated in accordance with applicable federal rules and regulations; and
- (12) Governmental emergency vehicles and firearms in the course of the performance of official duties.

(Code 1989, § 84A.04)

**Sec. 20-31. Decibel standards—Generally.**

It shall be presumed that a noise disturbance in violation of this article has occurred whenever any noise or sound is projected from one property in the town onto another or onto a public area if such sound, measured in accordance with section 20-32, exceeds the following decibel standards. The zoning classification of the property where the sound originates will be used to determine which standards apply.

- (1) Residential districts R-2, R-4, L-1, M-1, S-1 and the various R-1 districts:
  - a. 7:00 a.m. to 11:00 p.m.: 65 dBA.
  - b. 11:00 p.m. to 7:00 a.m.: 55 dBA.
- (2) Resort, commercial and all other zoning districts:
  - a. 7:00 a.m. to 11:00 p.m.: 65 dBA.
  - b. 11:00 p.m. to 7:00 a.m.: 55 dBA.

(Code 1989, § 84A.05)

**Sec. 20-32. Decibel standards—Method of measurement.**

Except as qualified by section 20-34, when measuring vehicular noise, this section describes acceptable methods and techniques for the measurement and reporting of noise for the purpose of determining compliance with the allowable noise levels listed in section 20-31.

- (1) *Measurement location.* Measurement of sound shall be made at any point beyond (outside) the property line of the property where the noise originates; provided, however, when sound is measured on town property, the point of measurement shall be at least 50 yards from the property line of the property where the sound originates.
- (2) *Calibration.* All sound level measuring devices shall be calibrated by a certified agency, at a minimum once each year.
- (3) *Sound level meter.* Sound level measurement shall be made with a sound level meter using the A-weighting scale, set on "slow" response.

- (4) *Use of sound level meters.* Sound level meters shall be at least Type II meeting American National Standard Institute (ANSI S1.4-1983) requirements. Persons using the sound level meters shall be trained in sound level measurement and the operation of sound level measurement equipment.
- (5) *Measurement procedures.* The following procedures shall be followed to obtain representative sound level measurements:
  - a. Measurement location shall be at least three feet above the ground and not more than ten feet above ground.
  - b. Measurement shall be taken with line of sight to the noise source if possible.
  - c. Measurements shall be made with the sound level meter set for "A" weighting and "slow" response.
- (6) *Data documentation.* A record of all sound level measurements shall be completed and signed by the person making the measurements. The record sheet should include the following:
  - a. Date.
  - b. Time of measurement.
  - c. Location (street address if possible).
  - d. Noise source.
  - e. Make, model and serial number of sound level meter and the date of last certification/calibration.
  - f. Field calibration results.
  - g. Name of complainant (if provided).

(Code 1989, § 84A.06)

#### **Sec. 20-33. Quiet hour prohibitions.**

In addition to the general prohibition set forth in section 20-29, the following quiet hours are established that further restrict noise-generating activities in order to support the community's expectation of a quiet sleeping period. The following activities are prohibited:

- (1) Construction activities associated with home improvements between the hours of 9:00 p.m. and 7:00 a.m. Monday through Sunday.
- (2) Lawnmowers and turf management equipment operated between the hours of 9:00 p.m. and 6:00 a.m.
- (3) With the exception of construction activities associated with home improvements, which are addressed in subsection (1) of this section, the excavation, grading and/or the erection demolition, alteration or repair of any building or other structure within 500 feet of a residential district as established pursuant to chapter 36, between the hours of 7:00 p.m. and 7:00 a.m. Monday through Saturday, except by permit from the town manager when, in his opinion, such work will not adversely affect other persons. Following the issuance of such a permit, if the town

manager shall determine that the building operations are adversely affecting others, he shall be authorized to modify or revoke the permit. The town manager may permit emergency work in the preservation of public health or safety at any time.

- (4) Operation of outdoor amplified music or public address systems between the hours of 11:00 p.m. and 7:00 a.m.  
(Code 1989, § 84A.07)

**Sec. 20-34. Vehicular noise.**

The following shall be prohibited as a public nuisance under this article:

- (1) Operation of any motor vehicle so as to cause the tires to squeal or screech unnecessarily.
- (2) Operation within the town limits any type of motor vehicle that exceeds a measured noise level of 92 decibels on the sound meter when measured 20 inches from the exhaust pipe at a 45-degree angle while the engine is operating at idle.
- (3) Operation of any motor vehicle of any size and regardless of the year of manufacture that meets one or more of the following criteria:
  - a. It is not equipped with an adequate muffler in constant operation, free of defects and modifications, that prevents the escape of any excessive or unusual noise;
  - b. It has a muffler system that is equipped with a straight pipe exhaust system (regardless of the presence of baffles);
  - c. It has a hollow core muffler;
  - d. It has a muffler that is labeled for off-road course competition use;
  - e. It has a muffler system that has a cut-out, bypass, or similar device designed or so installed so that it can be used continually or intermittently to bypass or otherwise reduce or eliminate the effectiveness of a muffler or muffler system;
  - f. It has a muffler system that has been modified in a manner which will amplify or increase the noise emitted by the exhaust.
- (4) Operation of any motor vehicle within the town limits so as to make any unreasonably loud noise that results from any one or more of the following actions by the operator:
  - a. Misuse of acceleration or braking power that exceeds tire traction limits, sometimes known as "burn-outs," "burning rubber," "laying down rubber" or "peeling rubber."
  - b. Excessive acceleration or deceleration while in motion where there is no emergency need.
  - c. Racing or revving of engines by manipulation of the accelerator, gas pedal, or carburetor in applying fuel to the engine in a greater amount than is necessary whether the vehicle is either in motion or standing still.

- d. Use of an engine braking system which is in any way activated or operated by the compression of the engine of any motor vehicle or any part thereof, except in cases of emergency for the protection of persons and/or property. Such braking systems are commonly referred as compression brakes or jake brakes.

(Code 1989, § 84A.08)

**Sec. 20-35. Animal noises.**

Animal noise may constitute a noise disturbance even though they do not exceed the decibel levels established in section 20-31. Accordingly, the keeping of any dog which by prolonged or habitual barking, howling or whining or any other animal that frequently or for long periods of time makes noises which disturb the comfort or repose of any persons in the vicinity shall constitute a noise disturbance.

(Code 1989, § 84A.10)

**Sec. 20-36. Non-exclusivity.**

Nothing in this article shall be construed to prevent or limit any person from seeking any remedy available in law or equity for activities that are or may be subject to regulation by this article, or from pursuing said remedy simultaneously with proceedings under this article, nor shall any of the procedures specified herein be a condition precedent to the initiation of any legal action.

(Code 1989, § 84A.10)

**Sec. 20-37. Enforcement.**

(a) Violations of the provisions of this article shall be subject to the criminal and civil penalties set forth in section 1-10. In addition to the penalties set forth therein, second or subsequent violations of the provisions of this article by the same person for the same activity occurring within one year of the first such violation shall be subject to civil penalties per section 1-10 as follows:

| <i>Violation</i>                            | <i>Penalty</i> |
|---|----------------|
| First violation                             | \$50.00        |
| Second violation                            | \$100.00       |
| Third violation                             | \$200.00       |
| Fourth or subsequent violation, per offense | \$300.00       |

(b) In addition to the penalties provided for in the table in subsection (a) of this section, the town may enforce the provisions of this chapter by appropriate equitable remedies.

(c) This article may be enforced by the town police department and by other employees of the town as designated by the town manager. Employees of an animal control agency working under contract with the town for the enforcement of animal control ordinances and who have been designated by the chief of police may enforce the provisions of this chapter relating to animals and animal noises.

(Code 1989, § 84A.11)

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date: March 8, 2022**

**SUBJECT:** Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee.

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda

**Item Number:** D

**Contact:** Olivia Stewman, Town Clerk / Interim Town Manager

**Presenter:** Olivia Stewman, Town Clerk / Interim Town Manager

**BRIEF SUMMARY:** In February, the Town Council adopted Resolution No. 22-02-08 Creating a Tourism Development Authority (TDA) Steering Committee has been drafted. The Steering Committee has since met and have determined that two changes need to be made which are amending the title of the Committee to “Lake Lure Steering Committee” and the addition of the Communications Director as a member of the Committee.

**PROPOSED MOTION AND REQUESTED ACTIONS:** To adopt Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee.

**ATTACHMENTS:** Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee.

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Staff recommends the adoption of Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee.

**RESOLUTION NO. 21-03-08**

**RESOLUTION TO AMEND RESOLUTION NO. 21-02-08 CREATING  
A TOURISM DEVELOPMENT AUTHORITY (TDA) STEERING  
COMMITTEE**

**WHEREAS**, Resolution No. 21-02-08 was duly adopted by the Town Council of Lake Lure, North Carolina on February 8, 2022 for the purpose of creating a Tourism Development Authority (TDA) Steering Committee;

**WHEREAS**, in following with the current procedures, regulations and policies, changes have been recommended.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA THE FOLLOWING AMENDMENTS:**

(ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~)

**RESOLUTION CREATING A ~~TOURISM DEVELOPMENT~~  
~~AUTHORITY (TDA)~~ LAKE LURE STEERING COMMITTEE**

**WHEREAS**, the Town Council of Lake Lure, North Carolina finds that it is in the best interest of the Town to authorize and create a special ~~Tourism Development Authority (TDA)~~ Lake Lure Steering Committee to strategically plan and make recommendations to Town Council concerning town purchases and appropriations using appropriations;

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

**Section 1:** That there is hereby and herewith created a ~~TDA~~ Lake Lure Steering Committee to provide recommendations and advice to the Town Council on matters concerning town purchases and appropriations using ~~TDA~~ appropriations.

**Section 2:** That the Committee shall be appointed by a majority vote of Town Council. In appointing members, the Council shall aim to maintain a balanced and appropriate Committee, consisting of the following groups:

- (A) **At Large.** The Town Council shall appoint two members from the community at large. One of the two community members must reside in Rumbling Bald.
- (B) **Town Staff.** The following staff shall be included in the ~~TDA~~ Lake Lure Steering Committee membership: Town Manager, Parks Recreation and Lake Director, Parks Recreation and Trails Coordinator, ~~and~~ Finance Director, and Communications Director.



- (C) **Parks and Recreation Board.** Whomever is the current chair of the Parks and Recreation Board shall serve on the ~~TDA~~ Lake Lure Steering Committee.
- (D) **The Chamber of Hickory Nut Gorge.** The President of the Chamber of Hickory Nut Gorge shall serve on the ~~TDA~~ Lake Lure Steering Committee.
- (E) **Town Council.** One representative of the Town Council shall be appointed by the members of the council to act as a liaison between Town Council and the ~~TDA~~ Lake Lure Steering Committee.
- (F) **Rutherford County TDA.** The president of the Rutherford County TDA shall be present whenever possible at Steering Committee meetings, but shall not vote on recommendations.

**Section 4:** The two Committee members who are appointed at large by the Council shall serve three year terms.

**Section 5:** That vacancies on the Committee other than an ex-officio member shall be filled by vote of Town Council to fill the unexpired term.

**Section 6:** Town Council will annually appoint from the ~~TDA~~ Lake Lure Steering Committee membership a Chair and Vice-Chair to fulfill the normal responsibilities of such offices.

**Section 7:** That meetings of the Committee be held in a public meeting room, be open to the public and held as often as reasonably needed to accomplish the business of said Committee.

**Section 8:** That the Committee make its recommendations to Town Council in written form.

**Section 10:** That all orders and resolutions in conflict herewith be and the same hereby are repealed insofar as such conflict exists and this resolution shall become effective immediately upon its passage.

This Resolution shall be effective upon its adoption.

Adopted this 8<sup>th</sup> day of March, 2022.

ATTEST:

\_\_\_\_\_  
Olivia Stewman  
Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: March 8, 2022**

**SUBJECT:** Approval of the 2022 Audit Contract with Martin Starnes & Associates, CPAs, P.A.

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** E  
**Department:** Finance  
**Contact:** Sam Karr, Finance Director  
**Presenter:** Sam Karr, Finance Director

**BRIEF SUMMARY:** The Town of Lake Lure has contracted with Martin Starnes & Associates, CPAs, P.A. to complete audits in the past. The Town has been pleased with the past work of the organization and would like to enter another contract for the year 2022.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve of the 2022 Audit Contract with Martin Starnes & Associates, CPAs, P.A.

**ATTACHMENTS:** 2022 Audit Contract, 2022 Single Audit Engagement Letter

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of the 2022 Audit Contract with Martin Starnes & Associates, CPAs, P.A.

|                  |   |
|------------------|---|
| The<br>of<br>and | Governing Board<br>Town Council                                   |
|                  | Primary Government Unit<br>Town of Lake Lure, NC                  |
|                  | Discretely Presented Component Unit (DPCU) (if applicable)<br>N/A |

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

|     |  |
|-----|--|
| and | Auditor Name<br>Martin Starnes & Associates, CPAs, P.A.      |
|     | Auditor Address<br>730 13th Avenue Dr. SE, Hickory, NC 28602 |

*Hereinafter referred to as Auditor*

|     |                                |                                   |
|-----|--------------------------------|-----------------------------------|
| for | Fiscal Year Ending<br>06/30/22 | Audit Report Due Date<br>10/31/22 |
|-----|--------------------------------|-----------------------------------|

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). 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 shall 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). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation 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 requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication 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 State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall 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 unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. 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*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) 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 U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
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 LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') 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 shall 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/her findings, together with his recommendations for improvement. That written report shall 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 (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) 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 shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs 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. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. 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(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) 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 upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final 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 LGC by any interested parties. Any subsequent revisions to these reports shall 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 for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. 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 modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

19. 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 shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. 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.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. 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.

26. 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.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.



## FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

|              |                                    |                       |
|--------------|------------------------------------|-----------------------|
| <b>Name:</b> | <b>Title and Unit / Company:</b>   | <b>Email Address:</b> |
| Brian Epley  | Consultant, Brian Epley Consulting | bcepley@gmail.com     |

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

## PRIMARY GOVERNMENT FEES


|   |                          |
|---|--------------------------|
| Primary Government Unit   | Town of Lake Lure, NC    |
| Audit Fee   | \$ See engagement letter |
| <b>Additional Fees Not Included in Audit Fee:</b>                                     |                          |
| Fee per Major Program   | \$ See engagement letter |
| Writing Financial Statements  | \$ See engagement letter |
| All Other Non-Attest Services   | \$ N/A                   |
| <b>75% Cap for Interim Invoice Approval</b><br>(not applicable to hospital contracts) | \$ 25,106.25             |

## DPCU FEES (if applicable)

|   |         |
|---|---------|
| Discretely Presented Component Unit   | N/A     |
| Audit Fee   | \$      |
| <b>Additional Fees Not Included in Audit Fee:</b>                                     |         |
| Fee per Major Program   | \$      |
| Writing Financial Statements  | \$      |
| All Other Non-Attest Services   | \$      |
| <b>75% Cap for Interim Invoice Approval</b><br>(not applicable to hospital contracts) | \$ 0.00 |

**SIGNATURE PAGE**

**AUDIT FIRM**

|  |  |
|--|--|
| Audit Firm*<br>Martin Starnes & Associates, CPAs, P.A.                   |  |
| Authorized Firm Representative (typed or printed)*<br>Amber Y. McGhinnis | Signature*<br> |
| Date*<br>02/28/22  | Email Address*<br>amcghinnis@msa.cpa   |

**GOVERNMENTAL UNIT**

|   |  |
|---|--|
| Governmental Unit*<br>Town of Lake Lure, NC   |  |
| Date Primary Government Unit Governing Board Approved Audit Contract*<br>(G.S.159-34(a) or G.S.115C-447(a)) |  |
| Mayor/Chairperson (typed or printed)*<br>Carol Pritchett, Mayor   | Signature*                                       |
| Date  | Email Address<br>carolcoulterpritchett@gmail.com |

|   |               |
|---|---------------|
| Chair of Audit Committee (typed or printed, or "NA")<br>N/A | Signature     |
| Date  | Email Address |

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
 Not applicable to hospital contracts.

*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.*

|   |   |
|---|---|
| Primary Governmental Unit Finance Officer* (typed or printed)<br>Sam Karr, Finance Director | Signature*                                  |
| Date of Pre-Audit Certificate*  | Email Address*<br>findir@townoflakelure.com |

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

|  |                |
|--|----------------|
| DPCU*  |                |
| N/A  |                |
| Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) |                |
| DPCU Chairperson (typed or printed)*   | Signature*     |
| Date*  | Email Address* |

|  |               |
|--|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature     |
| N/A  |               |
| Date   | Email Address |

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

*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.*

|  |                |
|--|----------------|
| DPCU Finance Officer (typed or printed)* | Signature*     |
| N/A                                      |                |
| Date of Pre-Audit Certificate*           | Email Address* |

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**



**Report on the Firm’s System of Quality Control**

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

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, 2020. 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 (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm’s Responsibility**

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. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer’s Responsibility**

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.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

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, 2020, 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 4, 2021

**Raleigh**

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

919 782 9265  
 919 783 8937 FAX

**Durham**

3500 Westgate Drive  
 Suite 203  
 Durham, North Carolina 27707

919 354 2584  
 919 489 8183 FAX

**Pittsboro**

579 West Street  
 Post Office Box 1399  
 Pittsboro, North Carolina 27312

919 542 6000  
 919 542 5764 FAX

**Smithfield**

212 East Church Street  
 Post Office Box 2348  
 Smithfield, North Carolina 27577

919 934 1121  
 919 934 1217 FAX

# MARTIN ♦ STARNES

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## & ASSOCIATES, CPAs, P.A.

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

February 28, 2022

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

You have requested that we audit 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, 2022, 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.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information 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
- Retiree Health Benefit Fund schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules

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
- Schedule of Expenditures of Federal and State Awards

### **Schedule of Expenditures of Federal and State Awards**

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule 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 whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

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.

### **Data Collection Form (if applicable)**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be

accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit 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.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Lake Lure's ability to continue as a going concern for a reasonable period of time.

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 GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

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. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic 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.

In accordance with the requirements of *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 over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Audit of Major Program Compliance**

Our audit of the Town of Lake Lure's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements



applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **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 fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on

- reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
  13. For submitting the reporting package and data collection form to the appropriate parties;
  14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
  15. 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 including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
    - b. Additional information that we may request from management for the purpose of the audit;
    - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
    - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
    - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
  16. 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 or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
  17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
  18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
  19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
  20. For the accuracy and completeness of all information provided;
  21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
  22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule 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.

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

If you intend to publish or otherwise reproduce the basic 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.

### **Nonattest Services**

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of AFIR
- Preparation of LGC's data input worksheet
- Capital asset & depreciation listing maintenance

We will not assume management responsibilities on behalf of the Town of Lake Lure. However, we will provide advice and recommendations to assist management of the Town of Lake Lure in performing its responsibilities.

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.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries

### **Other Matters**

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.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

## Provisions of Engagement Administration and Fees

Erica Brown 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 as follows:

|                                      |                  |
|--------------------------------------|------------------|
| Audit Fee                            | \$ 35,160        |
| Financial Statement Drafting         | 4,600            |
| Single Audit Fees (up to 3 programs) | <u>3,500</u>     |
|                                      | <u>\$ 43,260</u> |

### **Additional Fees:**

|   |                 |
|---|-----------------|
| Charge per major program in excess of 3 | <u>\$ 3,500</u> |
|---|-----------------|

Our invoices for these fees will be rendered in four installments as work progresses and are payable upon 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. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

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.

Our fees are 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-\$300 per hour.

*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.

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.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

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

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

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.

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.

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 a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, 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 our understanding.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: March 8, 2022**

**SUBJECT:** Buffalo Creek Park Potential Trail Addition

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** F  
**Department:** Parks, Recreation, and Lake Department  
**Contact:** Dana Bradley, Parks, Recreation, and Trails Coordinator  
**Presenter:** Dana Bradley, Parks, Recreation, and Trails Coordinator

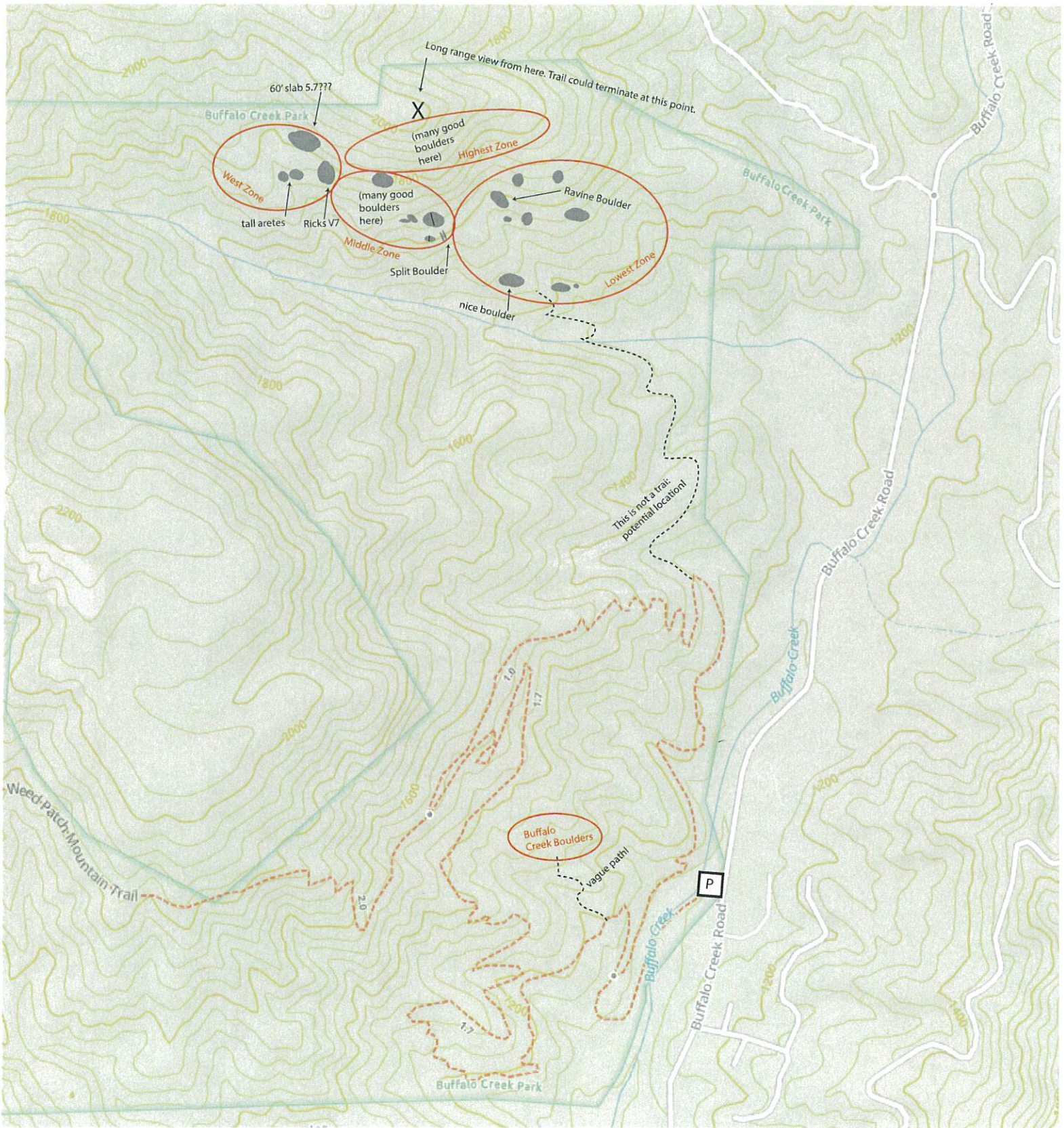
**BRIEF SUMMARY:** The Carolina Climbers Coalition (CCC) has offered to install a short, ½ mile to 1 mile, spur trail off of the northern section of the Buffalo Creek Park trail. The CCC has volunteered to install this trail for free, as it would allow climbers access to a boulder field in that area. The proposed trail would be about 2 feet wide and emergency workers would be able to access the new trail via the Buffalo Creek Park loop. This new trail spur would benefit both hikers and the climbing/bouldering community. Biking would not be permitted on the trail spur due to the narrow trail tread. The CCC has also agreed to perform annual maintenance on this new trail section to remove any fallen trees or debris.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the ½ mile to 1 mile new spur trail off of the Buffalo Creek Park trail.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** Buffalo Creek Park Potential Trail Addition Map

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of the ½ mile to 1 mile new spur trail off of the Buffalo Creek Park trail.





**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: March 8, 2022**

**SUBJECT:** Budget Amendment #323 - Repurpose Fence appropriation of Fence budget (\$50,000) and Fund balance (\$5,000) to Public Works (Capital) Work Trucks

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** G  
**Department:** Public Works  
**Contact:** Sam Karr, Finance Director  
**Presenter:** Sam Karr, Finance Director

**BRIEF SUMMARY:** There has been a request to repurpose fence appropriation of fence budget (\$50,000) and fund balance (\$5,000) to public works (capital) work trucks.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve BA #323

**FUNDING SOURCE:** Public Works (Capital)

**ATTACHMENTS:** BA #323

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of Budget Amendment # 323

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

**Department:** Public Works-Capital

**Purpose:** Repurpose Fence appropriation of Fence budget (\$50,000) and Fund balance (\$5,000) to Public Works (Capital) Work Trucks

**Section 1.** To amend the General Fund, the expenditures are to be changed as follows:

| <b>Line Item</b> | <b>Account Number</b> | <b>Amount Decrease</b> | <b>Amount Increase</b> | <b>Amended Budget</b> |
|------------------|-----------------------|------------------------|------------------------|-----------------------|
| 544              | 10-80000              |                        | \$55,000               | \$55,000              |
| 623              | 10-80000              | \$50,000               |                        | \$0                   |

To provide the additional expenditures for the above, the following revenues will be increased:

Account Name: **Transfer From Fund Balance**  
Account Number: **10-398604**  
Amount: **\$5,000.00**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: March 8, 2022**

**SUBJECT:** Budget Amendment #324 - Adding an Administration Position for the Public Works Department.

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** H  
**Department:** Public Works  
**Contact:** Sam Karr, Finance Director  
**Presenter:** Sam Karr, Finance Director

**BRIEF SUMMARY:** In February, Town Council approved the creation of a Public Services Administrative Technician. This budget amendment reflects the changes to the budget for the remainder of the fiscal year in regard to the addition of this position.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** Approve BA #324

**FUNDING SOURCE:** Public Works

**ATTACHMENTS:** BA #324

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of Budget Amendment # 324

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

**Department:** Public Works-Administrative Position

**Purpose:** Adding an administration position for the Public Works Department.

**Section 1.** To amend the General Fund, the expenditures are to be changed as follows:

| Line Item | Account Number | Amount Decrease | Amount Increase | Amended Budget |
|-----------|----------------|-----------------|-----------------|----------------|
| 100       | 451000         |                 | \$11,850        | \$284,350      |
| 109       | 451000         |                 | \$883           | \$21,883       |
| 110       | 451000         |                 | \$2,121         | \$47,439       |
| 111       | 451000         |                 | \$2,245         | \$49,553       |
| 120       | 451000         |                 | \$588           | \$14,313       |

To provide the additional expenditures for the above, the following revenues will be increased:

Account Name: **Transfer From Fund Balance**  
Account Number: **10-398604**  
Amount: **\$17,687.00**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

# IX

## NEW BUSINESS

- A. Statutory and Advisory Board Appointments
- B. Authorization for Specialized Consulting Services LLC to Facilitate the Emergency Tabletop Exercise
- C. Surplus Equipment
- D. Quitclaim of Town Property to W. Terry Fountain, Sr. and Janet B. Fountain, Resolution No. 22-03-08A
- E. Advancing the Communications Specialist position to Communications Director

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: March 8, 2022**

**SUBJECT:** Statutory and Advisory Board Appointments

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** A

**ATTACHMENTS:** Ballots for all of the Lake Lure statutory or advisory boards

**LAKE LURE ABC BOARD  
(Three Year Appointment)**

*List of candidates to be considered to fill one regular position on the ABC Board with a term expiring in 2025.*

Candidates currently serving as regular members seeking reappointment:

Candidates not currently serving on the Board seeking appointment:

1. Esther Lusk

Name of Candidate for Position #1 \_\_\_\_\_  
Term Expiring: 2025

Signature of Commissioner: \_\_\_\_\_  
Date: March 8, 2022

**BOARD OF ADJUSTMENT / LAKE STRUCTURES APPEAL BOARD  
(Three Year Appointment)**

*List of candidates to be considered for appointment to fill one regular position and one alternate position with terms expiring 2025.*

Candidates currently serving on the board seeking reappointment:

1. Greg Gardner

Candidates not currently serving on the board to be considered for appointment:

2. Darren Blum
3. Brian Proctor
4. Mark Windfeldt
5. Kathleen Hatfield

Name of Candidate for Regular Position                      #1                      \_\_\_\_\_  
Term Expiring: 2025

Name of Candidate for Alternate Position                      #2                      \_\_\_\_\_  
Term Expiring: 2025

Signature of Commissioner: \_\_\_\_\_  
Date: March 8, 2022



**LAKE ADVISORY BOARD  
(Three Year Appointment)**

*List of candidates to be considered to fill two regular position on the Lake Advisory Board with terms expiring on 2025.*

Candidates currently serving as regular members seeking reappointment:

1. Kenneth Gollither
2. Michael Yelton

Candidates not currently serving on the Board seeking appointment:

1. Darren Blum
2. Richard Glassen
3. Brian Kiley
4. Michael Steele
5. Jim Lemmons
6. Kathleen Hatfield
7. Elizabeth Humphrey

Name of Candidate for Position #1 \_\_\_\_\_  
Term Expiring: 2025

Name of Candidate for Position #2 \_\_\_\_\_  
Term Expiring: 2025

Signature of Commissioner: \_\_\_\_\_

Date: March 8, 2022

**PARKS AND RECREATION BOARD  
(Three Year Appointment)**

*List of candidates to be considered to fill two regular positions and one alternate position with terms expiring on 2025.*

Candidates currently serving as regular members seeking reappointment:

1. Mark Hoek
2. Daniel Bragdon
3. Robin Worcester

Candidates not currently serving on the Board seeking appointment:

1. Darren Blum
2. Brian Proctor
3. Diane Ban
4. Elizabeth Humphrey

Name of Candidate for Regular Position #1 \_\_\_\_\_  
Term Expiring: 2025

Name of Candidate for Regular Position #2 \_\_\_\_\_  
Term Expiring: 2025

Name of Candidate for Alternate Position #3 \_\_\_\_\_  
Term Expiring: 2025

Signature of Commissioner: \_\_\_\_\_

Date: March 8, 2022

**LAKE LURE UTILITY BOARD  
(Three Year Appointment)**

*List of candidates to be considered for two regular positions on the Utility Advisory Board with terms expiring 2025.*

Candidates currently serving as regular members seeking reappointment:

1. Richard Glassen
2. Rick Spruill

Candidates not currently serving on the Board seeking appointment:

1. Kathleen Hatfield

Name of Candidate for Position #1 \_\_\_\_\_  
Term Expiring: 2025

Name of Candidate for Position #2 \_\_\_\_\_  
Term Expiring: 2025

Signature of Commissioner: \_\_\_\_\_  
Date: March 8, 2022

**ZONING AND PLANNING BOARD  
(Three Year Appointment)**

*List of candidates to be considered to fill two positions on the Zoning and Planning Board with terms expiring 2025.*

Candidates currently serving on the Board seeking reappointment:

1. David Keenan

Candidates not currently serving on the Board seeking appointment:

1. Darren Blum
2. Brian Proctor
3. Mark Windfeldt
4. Charlie Ellis
5. Elizabeth Humphrey

Name of Candidate for Position #1 \_\_\_\_\_  
Term Expiring: 2025

Name of Candidate for Position #2 \_\_\_\_\_  
Term Expiring: 2025

Signature of Commissioner: \_\_\_\_\_  
Date: March 8, 2022

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date: March 8, 2022**

**SUBJECT:** Authorization for Specialized Consulting Services LLC to Facilitate the Emergency Tabletop Exercise

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Contact:** Dustin Waycaster, Fire Chief  
**Presenter:** Dustin Waycaster, Fire Chief

**BRIEF SUMMARY:** Town staff and Town Council has established that an emergency tabletop exercise needs to be completed. Fire Chief Dustin Waycaster administered a request for proposal (RFP) for firms to facilitate the emergency tabletop exercise and Specialized Consulting Services LLC submitted a Scope of Work. Chief Waycaster and Town staff have determined that Specialized Consulting Services LLC is the ideal organization to complete the facilitation.

**PROPOSED MOTION AND REQUESTED ACTIONS:** To approve of the authorization for Specialized Consulting Services LLC to facilitate the emergency tabletop exercise.

**ATTACHMENTS:** Specialized Consulting Services LLC Scope of Work

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of the authorization for Specialized Consulting Services LLC to facilitate the emergency tabletop exercise

Specialized Consulting Services LLC  
2142 Honey Haven Farm Road  
Shelby, NC. 28152  
Email: [ccusar@yahoo.com](mailto:ccusar@yahoo.com)  
Media: [www.facebook.com/specializedconsulting](http://www.facebook.com/specializedconsulting)

Dustin Waycaster  
Lake Lure Fire Chief  
Office: 828-625-9333  
Cell: 828-442-4727

February 15, 2022

Mr. Waycaster:

Specialized Consulting Services LLC (SCSLLC) is honored to quote your exercise needs. If you have any questions about the following quote, feel free to give us a call.

**SCOPE OF WORK:**

SCSLLC provide facilitation of the Initial Planning Meeting. Exercise discussion points are listed below:

- Develop exercise objectives and align to core capabilities
- Outline evaluation requirements
- Identify relevant plans, policies, and procedures to be tested.
- Begin development of the exercise scenario
- Identify modeling and simulation needs.
- Identify participating organizations and their extent of play
- Identify needed exercise documentation.
- Highlight local issues, concerns, or sensitivities.

SCSLLC provide facilitation of the Mid Term Planning Meeting. Mid Term Exercise discussion points are listed below:

- Review planning updates
- Further develop exercise design elements
- Review and update exercise development items
- Address outstanding issues
- Review design elements
  - Situation Manual or Exercise Plan
  - Controller/Evaluator Handbook
  - Exercise Evaluation Guides

SCSLLC provide facilitation of Final Planning Meeting. Final Planning discussion points are listed below:

- Review and approve all draft exercise material.
- Ensure all logistical requirements are met.
- Identify and resolve any outstanding issues.

SCSLLC will provide Situation Manuals for exercise participants.

SCSLLC shall develop and deliver the tabletop exercise.

SCSLLC shall provide Participant Feedback forms for each participant of the exercise.

SCSLLC shall provide a hotwash for participants of the exercise immediately follow exercise play.

SCSLLC shall provide proof of liability insurance to Lake Lure Council.

SCSLLC shall provide an After-Action Report within 30 days of completion of the tabletop exercise, in the form of a written document and a After Action Conference for the exercise planning team.

**SCSLLC's Exercise Team:**

Senior Program Manager: Roland Hamrick is the retired Fire Chief from Shelby, NC. Roland has 43 years' experience in Emergency Preparedness.

Program Manager: Jeff Cardwell is retired from North Carolina Emergency Management as an Area Coordinator. Jeff has over 40 years' experience as a volunteer firefighter.

Program Manager: Mike Cook is retired from North Carolina Emergency Management as a Western Branch Manager. Mike also has experience as a firefighter.

On an as need basis we have in our cash Law Enforcement officers, Emergency Medical Paramedics, Emergency Managers, Doctors, Professors etc. to draw from if needed.

Examples of similar work completed by SCSLLC

Henderson County: Tabletop and full-scale exercises.

Rutherford County: Winter storm tabletop exercise and Active Shooter Exercise for ICC.


Polk County: Tabletop for Tryon International Equestrian Center.

Buncombe County: Tabletop and full-scale exercises.

**Total Cost: \$10,000.00**

Specialized Consulting Services LLC has been in business since 2008, prior to COVID we directed approximately 30 exercises per year, during COVID we have been working with counties to provide logistics and support for their COVID efforts. If you would like for us to provide references from other clients, please feel free to request.

Thanks, for the opportunity to serve.

A handwritten signature in black ink that reads "Roland B. Hamrick". The signature is written in a cursive style with a large initial 'R'.

Roland B. Hamrick  
Senior Program Manager



**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: March 8, 2022**

**SUBJECT:** Surplus Equipment

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** C  
**Department:** Parks, Rec and Lake  
**Contact:** Dean Givens, PR&L Director  
**Presenter:** Dean Givens

**BRIEF SUMMARY:** With the closing of the Lake Lure Municipal Golf Course, there is an abundance of golfing equipment that needs to be sold. The conditions of each piece of equipment varies. Equipment ranges from aerators, mowers, rakes, greens cutters, ball washers, sprayers etc. The Parks, Recreation, and Lake Department is requesting for Council to declare this equipment as surplus and allow for the equipment to be sold on Gov-Deals per town policy. It is also being requested that all funds received for said equipment be placed in the Parks, Recreation and Lake Departments budget for office and green space repairs and equipment for the care of the buildings and property.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the sale of equipment and have funds from sale put in PR&L budget.

**FUNDING SOURCE:** N/A

**ATTACHMENTS:** GC equipment inventory

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends approval of request.

**EXHIBIT F**  
**Inventory of Golf Course Buildings and Equipment**

Updated - April 2012

| Building         | Comments                       | Replacement (insured) Value           | Ownership  | Comments        |
|------------------|--------------------------------|---------------------------------------|------------|-----------------|
| Clubhouse        | Historic building (WPA)        | \$136,132                             | Town of LL | Keep & Maintain |
| Building #1      |                                | \$22,966                              | Town of LL | Keep & Maintain |
| Cart Barn        | Siding issues at base of walls | \$31,801                              | Town of LL | Keep & Maintain |
| Building #2      |                                | \$14,250                              | Town of LL | Keep & Maintain |
| Pumphouse (lake) | Needs cosmetic improvement     | \$0                                   | Town of LL | Keep & Maintain |
| Pumphouse (#7)   |                                | Building \$3,186<br>Personal \$31,486 | Town of LL | Keep (unused)   |

| Location          | Year / Make / Model                            | Ser #           | Ownership  | Comments                             |
|-------------------|--|-----------------|------------|--------------------------------------|
| Outside Bldg #1   | John Deere Tractor - Model 970 (1993)          |                 | Town of LL |                                      |
| Outside Bldg #1   | John Deere Tractor - Model 4120 (2008)         | LV4120P417788   | Town of LL | Fire Department needs occasional use |
| Outside Bldg #1   | John Deere Backhoe and Loader attachment BH750 | 3-00696         | Town of LL |                                      |
| Outside Bldg #1   | Toro Greens Aerator                            | 09110-80579     | Town of LL |                                      |
| Outside Bldg #1   | 100 gal diesel fuel tank - manual pump         | 095964          | Town of LL |                                      |
| Building #1       | Jacobsen Greens King 4 mower                   | 622712108       | Town of LL |                                      |
| Building #1       | Jacobsen Turfcat 628D rough mower (2006)       | 94671402394     | Town of LL | has hydraulic leak                   |
| Building #1       | Toro 5020 Sand Pro                             | 08814-210000274 | Town of LL |                                      |
| Building #1       | Toro 5500D fairway mower                       |                 | Town of LL |                                      |
| Building #1       | Toro Greensmaster mower - Model 3150 2006      | 04357-260000860 | Town of LL | \$ 1,000                             |
| Building #1       | Toro Reelmaster gang mower                     | 33145-260000133 | Town of LL |                                      |
| Building #1       | Toro Multipro 1200 spray tank (2006)           | 41178-260000338 | Town of LL |                                      |
| Building #1       | Backpack Blower - Robin FL500                  | 032413          | Town of LL |                                      |
| Building #1       | Bed Knife Grinder                              |                 | Town of LL |                                      |
| Building #1       | Black & Decker Firestorm cordless tool set     |                 | Town of LL |                                      |
| Building #1       | Chain Saw - Husqvarna 455 Rancher              |                 | Town of LL |                                      |
| Building #1       | Chain Saw - Stihl 021                          |                 | Town of LL |                                      |
| Building #1       | Charger Air Pro Compressor                     |                 | Town of LL |                                      |
| Building #1       | Foley Reel Grinder                             |                 | Town of LL |                                      |
| Building #1       | Lincoln arc welder                             |                 | Town of LL |                                      |
| Building #1       | Napa battery charger                           |                 | Town of LL |                                      |
| Building #1       | Power Works cordless tool set                  |                 | Town of LL |                                      |
| Building #1       | Shop vac                                       |                 | Town of LL |                                      |
| Building #1       | Skilsaw corded circular saw                    |                 | Town of LL |                                      |
| Building #1       | (4) string trimmers (Redmax, Echo, Husqvarna)  |                 | Town of LL |                                      |
| Building #1       | Scotts Rotary Spreader                         |                 | Town of LL |                                      |
| Building #1       | Office Desk & File Cabinet                     |                 | Town of LL |                                      |
| Building #1       | Chemical storage: assorted                     |                 | Town of LL |                                      |
| Building #1       | Hand tools - assorted                          |                 | Town of LL |                                      |
| Building #1       | Spare parts - assorted                         |                 | Town of LL |                                      |
| Building #1       | Irrigation parts - assorted                    |                 | Town of LL |                                      |
| Building #1       | Long-handled garden tools - assorted           |                 | Town of LL |                                      |
| Building #1       | Golf course markers & maintenance tools        |                 | Town of LL |                                      |
| Cart Barn         | Ball washer                                    |                 | Town of LL |                                      |
| Cart Barn         | Pressure washer - electric, small Karcher      |                 | Town of LL |                                      |
| Cart Barn         | Toro electric blower                           |                 | Town of LL |                                      |
| Cart Barn         | Billy Goat push blower                         |                 | Town of LL |                                      |
| Cart Barn         | bench grinder                                  |                 | Town of LL | move to shop (Bldg #1)               |
| Cart Barn         | Irrigation parts & spare wire                  |                 | Town of LL |                                      |
| Cart Barn         | Paperwork                                      |                 | Town of LL | To do: retain needed files           |
| Outside Cart Barn | Gas tank & pump                                |                 | Town of LL | To do: check on status               |

| Location        | Year / Make / Model   | Ser #           | Ownership  | Comments                   |
|-----------------|---|-----------------|------------|----------------------------|
| Outside Bldg #2 | Bradco forks model 15540 (for John Deere tractor)   | 201157          | Town of LL |                            |
| Outside Bldg #2 | Cushman Turf Truckster model 898530<br>22hp w/hydraulic top dresser unit                            | 93001828        | Town of LL |                            |
| Building #2     | Cushman Truckster - extra bed   |                 | Town of LL |                            |
| Building #2     | Ryan 7hp sod cutter   |                 | Town of LL |                            |
| Building #2     | Tufline straight blade (3 pt hitch)   |                 | Town of LL |                            |
| Building #2     | Leinbach pulverizer (gill rake - 3 pt hitch)  |                 | Town of LL |                            |
| Building #2     | Jacobsen Blower (3 pt hitch)  |                 | Town of LL |                            |
| Building #2     | Toro fertilizer spreader (3 pt hitch)   |                 | Town of LL | rusty & dirty, but not old |
| Building #2     | King Kutter X3 dump trailer   |                 | Town of LL |                            |
| Building #2     | Napa car jack   |                 | Town of LL |                            |
| Building #2     | Jacobsen Greens King 4 mower  |                 | Town of LL | use for parts              |
| Building #2     | PrizaLawn rotary spreader   |                 | Town of LL |                            |
| Building #2     | Scott's drop spreader   |                 | Town of LL |                            |
| Building #2     | Tire changer  | 41160           | Town of LL |                            |
| Building #2     | set of Jacobsen spike reels   |                 | Town of LL |                            |
| Building #2     | sets of reel mower blades   |                 | Town of LL | use for parts              |
| Building #2     | Troy-Built push mower   |                 | Town of LL |                            |
| Building #2     | Jacobson (Textron) drill/slice seeder model 5481000   | 825491694       | Town of LL |                            |
| Building #2     | 5-foot box blade  |                 | Town of LL |                            |
| Building #2     | Jacobsen slicer aerifier  |                 | Town of LL |                            |
| Building #2     | John Deere bush hog   |                 | Town of LL |                            |
| Pro Shop        | HEATER ( Maint. Shop )<br>Glo-Ray propane   | # 03-00-001-333 | Town of LL |                            |
| Pro Shop        | HOTDOG STEAMER  | # 35159312      | Town of LL |                            |
| Pro Shop        | WATER COOLERS (2)<br>Orange Rubbermaid 5 gal  |                 | Town of LL |                            |
| Pro Shop        | WATER COOLERS (2)<br>Blue Rubbermaid 5 gal  |                 | Town of LL |                            |
| Pro Shop        | MICROWAVE (GE)  |                 | Town of LL | (Maint.)                   |
| Pro Shop        | TELEVISION  |                 | Town of LL |                            |
| Pro Shop        | CLOCK<br>wood, battery-operated, golf ball theme  |                 | Town of LL |                            |
| Pro Shop        | COMPUTER DESK w/Hutch   |                 | Town of LL |                            |
| Pro Shop        | FILE CABINET<br>black, metal, 2-drawer  |                 | Town of LL |                            |
| Pro Shop        | REFRIGERATOR  |                 | Town of LL | (Maint.)                   |
| Pro Shop        | DESK CHAIR<br>burgundy / cloth / swivel w/arms  |                 | Town of LL |                            |
| Pro Shop        | ADDING MACHINE<br>Sharp EL-2630P  | # ID 004258     | Town of LL |                            |
| Pro Shop        | TAPE DISPENSER<br>Scotch / C-38   |                 | Town of LL |                            |
| Pro Shop        | TELEPHONE<br>AT&T Cordless (2-line)   |                 | Town of LL |                            |
| Pro Shop        | RENTAL CLUBS (incomplete sets plus bags)<br>1 RH men's<br>2 LH men's<br>1 RH women's<br>1 RH junior |                 | Town of LL |                            |
| Pro Shop        | FIRST AID KIT   |                 | Town of LL |                            |
| Pro Shop        | SURGE PROTECTORS (2)  |                 | Town of LL |                            |
| Pro Shop        | FLOOR MOUNT SAFE - Cobalt   |                 | Town of LL |                            |
| Pro Shop        | ALARM SYSTEM (Honeywell)<br>ADT Monitored   |                 | Town of LL |                            |
| Pro Shop        | GOLF CLUB DISPLAYS ( # _____ )  |                 | Town of LL |                            |
| Pro Shop        | TABLES ( # 3 )<br>metal stand / wood top  |                 | Town of LL |                            |

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: March 8, 2022**

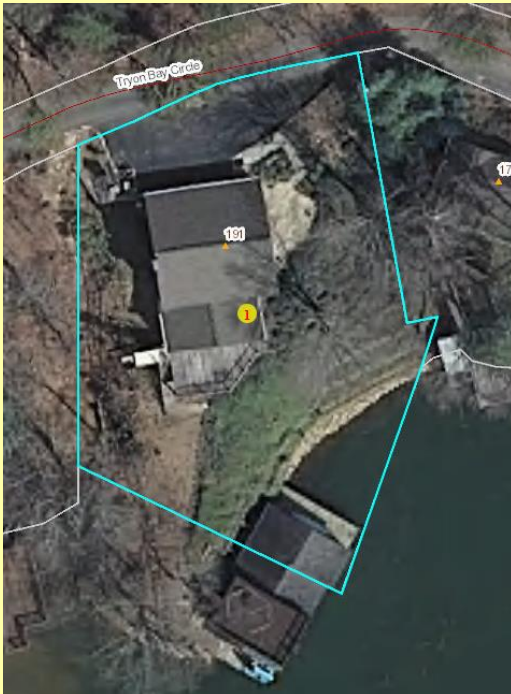
**SUBJECT:** Quitclaim of Town Property to W. Terry Fountain, Sr. and Janet B. Fountain, Resolution No. 22-03-08A

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** D  
**Department:** Community Development  
**Contact:** Mike Williams. Community Development Director  
**Presenters:** Mike Williams. Community Development Director

**BRIEF SUMMARY:** There is a .04 acre (1,716 square foot) parcel of Town-owned land between the shoreline of Lake Lure and the real property of W. Terry Fountain, Sr. and Janet B. Fountain, located at 191 Tryon Bay Circle. Mr. and Mrs. Fountain have requested that the Town quitclaim the parcel of land to them to be combined with their existing .37 acre parcel.

As the 2010 aerial photo below shows, the land has existed and been used by the Fountains since at least 2010. The Fountains have plans for renovating the boathouse and dock which would be less complicated with the clear title to the land.



**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve or deny approval of Resolution No. 22-03-08A

**FUNDING SOURCE:** n/a

**ATTACHMENTS:** Resolution No. 22-03-08A, Exhibit A (Fountain's plat), Exhibit B (proposed Quitclaim Deed), Exhibit C (Parcel map information from Rutherford County GIS)

**STAFF'S COMMENTS AND RECOMMENDATIONS:** The 1,716 square foot parcel of land currently is included within the Town's Lake Lure ownership boundary. The existing boathouse and dock have existed on the property since at least 2010, as evidenced by the attached photo from the Rutherford County GIS map, and the County tax record lists those structures dating back to 1986. It is the Director's opinion that it would be appropriate to grant that small partial of land to the Fountains through a quit claim.



## RESOLUTION 22-03-08A

**WHEREAS**, W. Terry Fountain, Sr. and wife, Janet B. Fountain, are the owners of a .37 acre tract or parcel of land located in the Town of Lake Lure, which tract or parcel of land is known as Lot 25, Cane Creek Development Chimney Rock, in Chimney Rock Township, Rutherford County, State of North Carolina; and

**WHEREAS**, 1,716 square feet of land exists between the Town of Lake Lure boundary line located at the full pond lake level and the .37 acre adjacent tract or parcel owned by W. Terry Fountain, Sr. and wife, Janet B. Fountain, as shown by the Plat attached as Exhibit A and the attached Quitclaim Deed attached hereto as Exhibit B, which description is incorporated herein by reference as if fully set forth; and

**WHEREAS**, W. Terry Fountain, Sr. and wife, Janet B. Fountain, have requested the Town of Lake Lure to quitclaim any interest of the town to them for the 1,716 square feet of shoreline as shown on Exhibit A; and

**WHEREAS**, a Quitclaim Deed of Conveyance as shown on Exhibit B has been prepared by the Town of Lake Lure; and

**WHEREAS**, W. Terry Fountain, Sr. and wife, Janet B. Fountain, also agree simultaneously with any recording of this Quitclaim Deed to file a Combination Survey consolidating the boundaries of the 1,716 square foot tract with their Lot 25 so that of record there will be one description; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town of Lake Lure hereby resolves to execute and thereby convey the tract or parcel of land set forth in the proposed Quitclaim Deed to W. Terry Fountain, Sr. and wife, Janet B. Fountain on the condition that prior to recording said Quitclaim Deed they have had prepared and executes a Combination Survey so that the Combination Survey is recorded immediately after the Quitclaim Deed.

**READ, APPROVED AND ADOPTED** this the 8<sup>th</sup> day of March, 2022.

ATTEST:

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Olivia Stewman, Town Clerk

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Mayor Carol C. Pritchett



|   |  |   |
|---|--|---|
| <b><u>Geo-pin</u></b><br>0642721534                         | <b><u>City</u></b><br>LAKE LURE  | <b><u>Deed Date</u></b><br>10/29/1999 12:00:00 AM                     |
| <b><u>Township</u></b><br>Chimney Rock                      | <b><u>Land Class</u></b><br>SINGLE FAMILY RES                                      | <b><u>Acreage</u></b><br>0.37   |
| <b><u>Deed Book</u></b><br>742                              | <b><u>Deed Page</u></b><br>329   | <b><u>Map Book</u></b>  |
| <b><u>Map Page</u></b>                                      | <b><u>Index Type</u></b><br>CRP  | <b><u>Map Block Lot</u></b><br>549 2 11                               |
| <b><u>Parcel Number</u></b><br>228709                       | <b><u>Property Address</u></b><br>191 TRYON BAY CIR                                | <b><u>Neighborhood</u></b><br>L35B                                    |
| <b><u>Fire District</u></b>                                 | <b><u>Special Tax Districts</u></b><br>Dam Capital Reserve,F17 TWN LL<br>MUNI FIRE | <b><u>Owner Name</u></b><br>FOUNTAIN, W TERRY SR;FOUNTAIN,<br>JANET B |
| <b><u>Owner Mailing Address</u></b><br>191 TRYON BAY CIRCLE | <b><u>Owner Mailing City</u></b><br>LAKE LURE                                      | <b><u>Owner Mailing State</u></b><br>NC                               |
| <b><u>Owner Mailing Zip</u></b><br>28746                    | <b><u>Land Tax Value</u></b><br>375000   | <b><u>Building Tax Value</u></b><br>255200                            |
| <b><u>Total Assessed Value</u></b><br>630200                | <b><u>Revenue Stamp</u></b><br>288   | <b><u>Structure Size</u></b><br>2453                                  |
| <b><u>Under Assmt Flag</u></b><br>N                         | <b><u>Subdivision</u></b>  | <b><u>Sale Price</u></b><br>144000                                    |
| <b><u>OBJECTID 1</u></b><br>38386                           |  |   |

Rutherford County Geographic Information Systems (GIS) Data Distribution Disclaimer The County of Rutherford acquires, develops, maintains and uses GIS data in support of its internal business functions and for the public services it provides. The GIS data which Rutherford County distributes and to which it provides access, may not be suitable for other purposes or uses. It is the user's responsibility to verify any information derived from the GIS data before making any decisions or taking any actions based on the information. Rutherford County shall not be held liable for any errors in the GIS data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. Source information used for this data may have been collected at different scales, times or definitions, resulting in inconsistencies among features represented together on this map. In no event shall Rutherford County become liable to users of these data, or any other party, for any loss or direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data. The Geographic Information System (GIS) Data made available on the GIS website does not represent legally recorded maps or surveys and is not intended to be used as such. The information contained in GIS data is dynamic and constantly changes over time. This data is not better than the original sources from which they were derived. GIS data should not be used for navigational, tracking or any other purpose requiring exact measurement of distance or direction or precision in the depiction of geographic features. Nor should it be used for making financial or any other commitments. The maps/data provided herein are for illustration purposes only and are not suitable for site-specific decision making. Parcel data was prepared for the visual representation of real property found within Rutherford County, and is not necessarily accurate by surveying standards. If absolute accuracy and detail is required, the deeds, plats and other related records on file should be consulted. Parcel ownership lines are for taxing purposes only and are not intended for conveyance. This data has been developed using public funds. It is therefore in the public domain. Users agree that they will not sell this data; neither will they sell or share their access to this data. As a condition of providing access to electronic GIS data, Rutherford County reserves the right to require that the user agree in writing that the data will not be resold or otherwise used for trade or commercial purposes pursuant to N.C. Gen. Stat. §132.10.





RutherfordCounty  
Printed February 23, 2022  
See Below for Disclaimer



Address Points



Major Highways



Roads



Parcels



County Lines



EXHIBIT B

**NORTH CAROLINA QUITCLAIM DEED**

Mail after recording to: W. Terry Fountain, Jr., 484 Chisholm Tr., Rutherfordton, NC 28139

This instrument prepared by: The Town of Lake Lure

Brief description for the index: 0.04 acre on the shoreline of Lake Lure (Tryon Bay)

THIS QUITCLAIM DEED made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between

| <b>GRANTOR</b>                          | ) | <b>GRANTEE</b>                                |
|---|---|---|
|   | ) |   |
| <b>W. Terry Fountain, Sr., and wife</b> | ) | <b>Town of Lake Lure,</b>                     |
| <b>Janet B. Fountain</b>                | ) | <b>a North Carolina municipal corporation</b> |
|   | ) |   |
|   | ) | <b>P.O. Box 255</b>                           |
|   | ) | <b>Lake Lure, NC 28746</b>                    |

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as may be required by context.

**WITNESSETH**, that said Grantors, for and in consideration of the sum of ten dollars and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise, release, and forever quitclaim into the Grantee and its heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel of land lying and being in the **County of Rutherford**, and **State of North Carolina**, in **Chimney Rock Township**, and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

EXHIBIT B

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges thereunto belonging to him the said Grantee and his heirs and assigns free and discharged from all right, title, claim, or interest of the said Grantors or anyone claiming by, and through or under them. Title to the property hereinabove described is subject to the following exceptions if any:

**ANY AND ALL OF PUBLIC RECORD**

IN TESTIMONY WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

\_\_\_\_\_(SEAL)  
The Town of Lake Lure, Mayor Carol Pritchett

\_\_\_\_\_(SEAL)  
The Town of Lake Lure, Interim Town Manager  
Olivia Stewman

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STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

I, a Notary Public of the State and County aforesaid, do hereby certify that **Carol Pritchett** and **Olivia Stewman**, Grantors, personally appeared before me this day, each acknowledging to me that they have voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated, and I have personal knowledge of the identity of the said Grantors.

Witness my hand and official seal/stamp, this \_\_\_\_ day of \_\_\_\_\_, 2022.

(seal/stamp)

\_\_\_\_\_  
Notary Public Official Signature

My commission expires:\_\_\_\_\_

\_\_\_\_\_  
Notary Public printed name

**EXHIBIT "A"**  
Legal Description of Property

EXHIBIT B

Lying and being in Chimney Rock Township and adjoining the property of Grantors described as Lot 25 of Plat Book 5, Page 35 of the Rutherford County Public Registry, and depicted on said recorded plat as being part of the waters of Lake Lure, and being more particularly described by metes and bounds as follows:

**BEGINNING** at an existing iron pin (1" pipe) in the common boundary between the Grantors' property described in Deed Book 742, Page 329 and the property of Daniel J. Teeters and wife, Karen L. Teeters described in Deed Book 1046, Page 246, and thence from said and point and place of BEGINNING, with the Teeters line South 0-20-37 East 19.48 feet to a point on a seawall, thence with the shoreline of the waters of Lake Lure (Tryon Bay) the following fifteen (15) courses and distances: (1) North 74-11-35 East 5.56 feet, (2) South 7-23-05 East 6.17 feet, (3) South 33-14-17 East 9.41 feet, (4) South 35-16-01 East 10.59 feet, (5) South 42-16-03 East 9.86 feet, (6) South 44-33-54 East 4.10 feet, (7) South 66-52-48 East 7.03 feet, (8) South 69-17-57 East 2.85 feet, (9) South 74-53-26 East 4.19 feet, (10) South 86-43-47 East 2.02 feet, (11) South 82-43-28 East 1.82 feet, (12) North 68-03-36 East 2.44 feet, (13) North 48-48-39 East 1.65 feet, (14) North 26-44-30 East 3.36 feet, and (15) North 29-38-05 East 25.28 feet; thence with Grantors' original line North 64-43-39 West 68.05 feet to the point and place of beginning, and containing 0.04 acre as shown on a survey dated 12/14/21 by D. Scott Bostic, NCPLS.

The foregoing conveyance is made subject to all ordinances, rights of way, easements and restrictive covenants, if any, of record, and subject to the rights of the Town of Lake Lure, to the 990.5 foot contour known as Full Pond and the 995 foot contours known as the Lake Boundary.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: March 8, 2022**

**SUBJECT:** Advancing the Communications Specialist position to Communications Director

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E  
**Department:** Communications  
**Contact:** Olivia Stewman, Town Clerk / Interim Town Manager  
**Presenter:** Olivia Stewman, Town Clerk / Interim Town Manager

**BRIEF SUMMARY:** Town of Lake Lure staff finds that the duties and responsibilities of the current position of Communications Specialist, which Laura Krejci diligently and successfully completes, is consistent with the responsibilities and duties of those who hold a director position in Lake Lure. Furthermore, when the current position was originally filled, there were many aspects of the job that are completed by the Communications Specialist that were not included in the job description (e.g. grant writing) and the description has never been updated accordingly. Due to the immense amount of responsibilities, oversight, workload, and importance that falls under the Communications Specialist position, it has been deemed appropriate to advance this current title to the title of ‘Communications Director’ and reflect this change in terms of job classification and description.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the advancement of the Communications Specialist position to Communications Director and reflect this change in terms of job classification and description.

**FUNDING SOURCE:** Economic Development (sufficient money in the budget / change will *not* require a budget amendment)

**ATTACHMENTS:** Communications Director Description

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of the advancement of the Communications Specialist position to Communications Director and reflect this change in terms of job classification and description.

## **Communication Director**

### **Primary Reason Why Classification Exists**

To oversee professional communications, municipal branding, grant writing, and promotion work in support of the Town.

### **Distinguishing Features of Class**

An employee in this class performs professional communications to convey complex issues, public safety information, events, plans and projects to citizens, visitors and stakeholders. Advises staff in various departments on strategic communications and ways in which the Town can be positively positioned and portrayed in traditional and social media. Works with various departments that provide communications that reflect a well-coordinated organizational message. Work involves preparing written and geographical content for social media sites, preparing press releases, advising department directors and other staff on ways the Town can be positively positioned. The position oversees all Town print and digital communications, grant applications, municipal branding deployment and general promotion of the Town's assets. The Communications Director also oversees the Town's facility rental schedule. Manages the community branding program in partnership with Chimney Rock Village. Must exercise initiative, imagination and independent judgement to develop and implement programs. Work requires contact with media representatives, department staff and the general public. Work is performed under general supervision of the Town Manager and is evaluated based on the recognized success of communications programs and increased stakeholder engagement.

### **Illustrative Examples of Work**

- Monitors the communication needs of the Town, and the Town's primary stakeholders, regarding what questions are being asked and what topics need to be addressed.
- Confers with various personnel to discern pertinent information for presentation to media or the public, writes, edits and coordinates dissemination of information in the form of social media postings, graphics, reports, advertisements, signage, news releases, pamphlets, brochures, newsletters or similar material; edits as directed by the Town Manager and written material prepared by the Town personnel specifically intended for broad public dissemination.
- Coordinates answers to inquiries from the general public through the Town's website and social media sites by providing information based on knowledge of Town programs and activities and as required by state open records laws; may refer inquiries to the proper Town officials and staff department heads.
- Composes and submits various grant applications for the Town; works with other Town leaders to obtain all information necessary for specific grants; assists other Town staff to ensure that grants are being properly administered; consistently communicates with various agencies that offer grant opportunities.
- Manages the overall tone, direction, navigation and appearance of the Town's website and serves as the first line of contact with individual departments and other staff in publishing their own online content.
- Creates special messaging around major projects, Town issues, strategic updates, tax or fee increases.

- Actively servers as a key player on the Town's Emergency/Crisis Team, communicating and relaying crucial information during emergency situations.
- Manages the Town's social media presence.
- Holds a seat as an active member of the Lake Lure Steering Committee and attends various other Council and board meetings.
- Maintains and oversees the Town's facility rental schedule.
- Coordinates all graphic design and production services from concept through completion, including estimating, vendor selection and production process/approvals.
- Manages the Town's municipal branding in all formats such as online, prints, signage and uniforms.
- Manages the community branding toolkit, including (A). Monitoring correct usage of the brand statement, both internally and externally, and (B). Use and execution of the contents of the style guide, including correct usage and appropriate application of all graphic elements.
- Fosters relationships with the media, local advocates, and key partners and responds to requests for interviews and statements in a timely manner.
- Creates engaging text and image content for social media sites that builds curiosity and creates buzz.
- Compiles and creates various reports on behalf of the Town.
- Handles other communications and duties as assigned.

### **Knowledge, Skills and Abilities**

- Thorough copywriting skills as well as proficient command of the English language.
- Considerable communication, both oral and written, and presentation skills.
- Considerable ability to turn verbiage into something that is easy to understand.
- Considerable knowledge of marketing principles including research, publicity, media, and materials production.
- Working knowledge and experience in website administration, email marketing software, print production principles and overall project management experience.
- Considerable knowledge in the tourism and hospitality industry.
- Considerable knowledge of state public information laws.
- Ability to produce and submit grant applications and considerable knowledge regarding the administration of grants.
- Through knowledge of the organization, policies, procedures, philosophies, and goals of the Town.
- Considerable experience in supporting the internal and external communication needs of municipal government.
- Working knowledge with and proficiency with MAC and PC applications, familiarity with Adobe Creative Suite and/or other graphic design capabilities.
- Ability to work patiently with the public and to work with interruptions.
- Ability to maintain good communication and composure during high-stress or emergency situations.
- Ability to demonstrate commitment to a high standard of customer service.
- Ability to maintain active engagement in the community, and to participate in various professional and civic organizations.

- Ability to communicate effectively in oral and written forms.
- Ability to establish and maintain effective working relationships with coworkers, public officials, and customers.
- Ability to exercise tact and courtesy in frequent contact with professionals, public officials, visitors, staff and the general public from different backgrounds and from various levels of authority, education, and influence.
- Ability to work well independently as well as in teams, committees and boards.

### **Physical Requirements**

Work is generally sedentary requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects. Employee must have visual acuity to be able to prepare written and graphical content for social media sites, preparing press releases, and digital communications. Vocal communication is required for expressing or exchanging ideas by means of the spoken word. Hearing is required to perceive information at normal spoken word levels.

### **Working Conditions**

Work is performed in an office with a controlled environment without exposure to harmful conditions.

### **Education**

Bachelor's Degree or higher preferred in English, Journalism, Public Relations, Communications, Marketing or relevant field or an equivalent combination of related education and experience.

### **Experience**

Three (3) – Five (5) years' experience in media relations, marketing and/or communications or related experience.

### **Special Requirements**

A valid North Carolina driver's license

### **FLSA Status:** Non-Exempt

### **Disclaimer**

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to perform the job. The Town of Lake Lure reserves the right to assign or otherwise modify the duties assigned to this classification.

March, 2022



**X**

**Adjournment**