



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

MINUTES REGULAR MEETING Mars Hill Town Hall – Conference Room August 5, 2019 at 6:00 p.m.

The Town of Mars Hill Mayor and Board of Aldermen met in regular session on Monday, August 5, 2019 at 6:00 p.m. in the Mars Hill Town Hall.

MEMBERS PRESENT: Mayor John Chandler; Aldermen Larry Davis, Nicholas (Nick) Honeycutt, Stuart Jolley, and Robert W. (Bob) Zink

STAFF PRESENT: Nathan R. Bennett, Town Manager; Jamie Stokes, Town Attorney

OTHERS PRESENT: Members of the general public.

Call to Order

The meeting was called to order by Mayor John Chandler. Mayor Chandler welcomed those in attendance.

Approval of the Agenda

Mayor Chandler asked the Board to review the proposed agenda for approval. Upon review of the agenda, Mayor Chandler called for a motion. Alderman Nick Honeycutt made a motion that the agenda be approved as presented. Alderman Stuart Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the agenda was approved unanimously. (Attachment A)

Approval of Minutes

Mayor Chandler then asked the Board to review the minutes of the regular meeting held on June 24, 2019. There being no modifications to the minutes, Alderman Jolley made a motion that the minutes for June 24, 2019 be approved as presented by management. Alderman Larry Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the minutes were approved unanimously.

Town Manager Report – Nathan Bennett, Town Manger

Mayor Chandler then recognized Mr. Bennett to provide the Town Manager Report.

Audit Contract for FY 2019

Mr. Bennett advised the Board that the Town is in receipt of the proposed audit services contract from Johnson Price Sprinkle, PA, to conduct auditing services of all Town accounts for FY 2019 pursuant to the rules and regulations of the N.C. Local Government Commission. This contract is a standard agreement and is in keeping with previous scope of work and requirements that the firm has provided the Town in prior years. The cost of the audit is included in the adopted Town budget and is within the expected amount for the service. Town Attorney Jamie Stokes advised the Board she has reviewed the contract and found it to be satisfactory. Mr. Bennett recommended approval of the proposed contract. Upon review and discussion of the audit contract by the Board, Mayor Chandler called for a motion. Alderman Bob Zink made a motion to approve the audit services contract from Johnson Price Sprinkle, PA for FY 2019 as presented. Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously. (Attachment B)

September Board Meeting

Mr. Bennett advised the Board that the September meeting is scheduled for September 2, 2019, which is the Labor Day holiday. Mr. Bennett advised the Board that all pending business matters have been addressed and it would be appropriate to cancel or postpone the September meeting. Upon completion of discussion by the Board, Mayor Chandler called for a motion. Alderman Honeycutt made a motion to cancel the September 2019 regular meeting and should a meeting become necessary the Mayor can call a special meeting. Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously. The Board will return to the regular meeting schedule with the October 7th meeting.

General Update

Mr. Bennett provided the Board with a status report on capital projects that are underway as well as a summary of various town activities. The Exit 11 pump station/force main and wastewater treatment plant improvement project is nearing final completion. The project has gone very well with no serious issues and final testing of the systems schedule for later this week. The waterline replacement project along NC 213/Cascade Street from Park Drive to the town limits has also went very well. The work to replace approximately 925 feet of PVC pipe with iron ductile pipe is substantially complete with only a couple of service connections necessary to complete that project.

Mr. Bennett updated the Board regarding NCDOT plans to replace the bridge across Gabriel's Creek on Bailey Street at Chambers Gym in the summer of 2021. He advised that NCDOT held a stakeholder meeting today hosted at Town Hall which was attended by Mayor Chandler and Aldermen Zink and Jolley, Police Chief Michael Garrison, Fire Chief Bryan Hopps, MHU President Tony Floyd and a number of MHU officials and representatives from NCDOT. Several issues were discussed, including delayed response times for emergency services, access by tractor-trailer to the former Honeywell industrial property on Hickory Drive, potential impacts to the residential community and others. NCDOT advised they would take those comments and incorporate them into their recommendations for implementing this project. Mr. Bennett will keep the Board apprised of any updates as NCDOT moves forward with the project.

Old Business

The Mayor then moved to the “Old Business.” Mr. Bennett advised the Board that following the June meeting a working group met to discuss modifications to the “Knox Box” section of the “Town of Mars Hill Fire Prevention Ordinance” as requested by the Board. This section has been revised to clarify the types of structures required to have such rapid entry system, particularly which existing structures would be required. Mr. Bennett advised that this amendment to the ordinance was revised with input from the Mars Hill Fire Department Chief and Deputy Chief. Town Attorney Stokes advised she had reviewed the amendment and found it to be satisfactory. Upon review and discussion of the ordinance amendment, Mayor Chandler called for a motion. Alderman Zink made a motion that the proposed amendment to Ordinance 217, the “Town of Mars Hill Fire Prevention Ordinance,” be approved as presented. Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously. (Attachment C).

No additional old business.

New Business

For informational purposes, Aldermen Zink reported to the Board that two of the vacant Robinson buildings on N. Main Street have been purchased and are being renovated by the new owners.

No additional new business.

Public Comment

The Mayor the asked if there was any public comment. The first to speak was B.J. Tankersley who spoke about the spraying of herbicide on her property by French Broad Electric along the electric utility lines. She advised that this spraying killed some of her plants and she was not happy. The Mayor advised Ms. Tankersley that this was not action by the Town and the Town has no authority to govern French Broad Electric work within their right-of-way area. Town Attorney Stokes advised Ms. Tankersley that the utility company has a “self-maintenance” program that she can participate in whereby she can maintain the right-of-way area herself. Ms. Tankersley was directed to contact the French Broad Electric office in Marshall to discuss this issue and find a resolution with them as it is not a matter that the Town has any jurisdiction. There were no other public comments.

Closed Session (Pursuant to N.C.G.S. 143-318.11(a)(6))

Alderman Zink made a motion to enter closed session pursuant to N.C.G.S. 143-318(a)(6) to discuss a personnel matter. Alderman Honeycutt seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously.

Closed Session

Upon completion of the business pertaining to the closed session, Mayor Chandler called for a motion to end the closed session. Alderman Zink made a motion to end the closed session and return the

meeting to open session. Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to return to open session was unanimously approved.

Return to Open Session

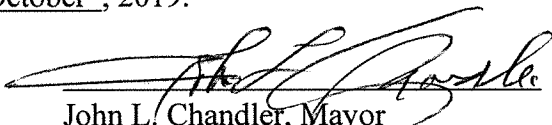
Upon returning to open session, there was discussion concerning the one-mile extra territorial jurisdiction (ETJ) now managed by the Town for planning and zoning regulatory enforcement. This is the one-mile area beyond the city limits where Town zoning regulations apply to property use. Upon completion of the discussion on the matter, Mayor Chandler asked if there was a motion. Alderman Zink made a motion to authorize the Town Attorney and Town Manager to take any necessary and appropriate actions to initiate the process to dissolve the one-mile extra territorial jurisdiction (ETJ) planning and zoning district now managed by the Town of Mars Hill. Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was approved unanimously.

The Board then discussed the interest of many Town residents who would like to see a Mars Hill Christmas Parade. The Board, by consensus, directed the Town Manager to explore this and report back to the Board.

Adjourn

There being no further business before the Board, Mayor Chandler called for a motion to adjourn. Alderman Zink made a motion to adjourn, Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to adjourn was unanimously approved.

Approved and authenticated this the 7th day of October, 2019.


John L. Chandler, Mayor

ATTEST:



Nathan R. Bennett,
Town Manager



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

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Robert W. Zink
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Secretary

AGENDA

REGULAR MEETING

Mars Hill Town Hall Conference Room

August 5, 2019 at 6:00 p.m.

1. Call to Order – *Mayor John L. Chandler*
2. Approval of Agenda
3. Approval of Minutes: June 24, 2019 Regular Meetings
4. Town Manger Report – *Nathan Bennett, Town Manager*
 - a. Audit Contract for FY 2019
 - b. September Board Meeting (Labor Day)
 - c. General Update
5. Old Business
 - a. Knox Box Ordinance
6. New Business
7. Public Comment
8. Closed Session (*Pursuant to N.C.G.S. 143-318.11(a)*)
9. Adjourn

ATTACHMENT B

LGC-205

CONTRACT TO AUDIT ACCOUNTS

Rev. 10/2018

The	Governing Board
	The Board of Aldermen
of	Primary Government Unit
	The Town of Mars Hill, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable)
	N/A

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

and	Auditor Name
	Johnson Price Sprinkle PA
	Auditor Address
	79 Woodfin Place, Suite 300, Asheville, NC 28801

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

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).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. 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 performed under the requirements found in Subpart F of 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).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

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*, 2011 revisions, 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 this due date or the audit fee, an amended contract along with a written explanation of the delay 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. 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. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, 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 12).

10. 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.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(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.

12. 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.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff 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 along with an Audit Report Reissued Form (available on the Department of State Treasurer website). 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.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). 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.

16. 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 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 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. 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/sg/Pages/Audit-Forms-and-Resources.aspx>.

28. 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.

FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. 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. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

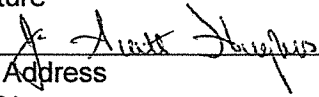
Primary Government Unit	The Town of Mars Hill, North Carolina
Audit	\$ 80% of standard hourly rates
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval	\$ 17,453.00

DPCU FEES (if applicable)

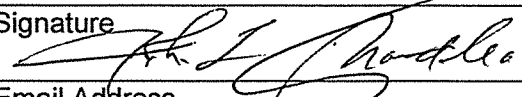
Discretely Presented Component Unit	N/A
Audit	\$ N/A
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval	\$ N/A


SIGNATURE PAGE

AUDIT FIRM

Audit Firm Johnson Price Sprinkle PA	
Authorized Firm Representative (typed or printed) Scott Hughes, CPA	Signature 
Date 07/12/19	Email Address scotth@jpspa.com

GOVERNMENTAL UNIT

Governmental Unit The Town of Mars Hill, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref. G.S. 159-34(a) or G.S. 115C-447(a)) August 5, 2019	
Mayor/Chairperson (typed or printed) John L. Chandler, Mayor	Signature 
Date 8-5-2019	Email Address JLCMayor@yahoo.com

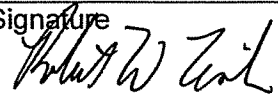
Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address 

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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) Robert W. Zink	Signature 
Date of Pre-Audit Certificate 8-5-2019	Email Address BobZink@griffinagency.net

**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") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

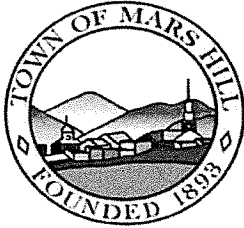
Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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) N/A	Signature
Date of Pre-Audit Certificate	Email Address

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

PRINT



Town of Mars Hill

AMENDMENT

to ORDINANCE NUMBER 217

“Town of Mars Hill Fire Prevention Ordinance”

WHEREAS, the Board of Aldermen for Town of Mars Hill, North Carolina has determined that an ordinance is necessary to establish rules and regulations to improve public safety for the Citizens of the Town of Mars Hill by promoting the prevention of fire and fire hazards; and

WHEREAS, the Board of Aldermen adopted the “Town of Mars Hill Fire Prevention Ordinance” on November 3, 2014 (and subsequently amended said ordinance on February 4, 2019) to establish such rules and regulations pertaining to fire prevention; and

WHEREAS, it has become necessary to amend said ordinance to provide further guidance in the promotion of fire prevention.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen for the Town of Mars Hill that *Ordinance Number 217, Section 11, Paragraph (D), known as the Town of Mars Hill Fire Prevention Ordinance, shall be amended to repeal the entirety of Paragraph (D), together with any amendment thereto prior to this date, and replace with the following new “Paragraph (D)”*:

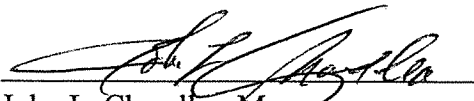
- D) Rapid Entry Key Lock Box System. A rapid entry key lock box system means a secure entry system that is designed to be used by fire department personnel in the event of an emergency to gain entry into a structure by using the enclosed owner provided key(s). This box is usually mounted on the exterior of the building in a location that is specified by the fire chief or his/her designee. All boxes shall be UL (Underwriters Laboratories) certified and approved by the fire chief or his/her designee.

The benefits of installing a rapid entry key lock box system includes providing immediate emergency access to firefighters leading to increased fire department efficiency; preventing costly forced entry damage and allowing undamaged doors to be re-secured after the emergency; and protecting property, inventory, equipment and supplies as well as enhance firefighter safety. This requirement is imposed pursuant to North Carolina Fire Prevention Code Section 506.

- (a) The Town of Mars Hill adopts the use of the Knox Rapid Entry Key Lock Box system as the rapid entry key lock box system for this jurisdiction.
- (b) All newly constructed commercial structures shall have the rapid entry key lock box installed and operational prior to the issuance of a certificate of occupancy.

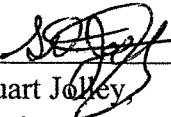
- (c) The following existing structures shall be equipped with a rapid entry key lock box at or near the main entrance or such other location as required or approved by the fire chief or his/her designee:
- (1) Commercial structures that use, store, manufacture or process on site hazardous materials that must be reported under Title III of the Federal Super Fund Amendment;
 - (2) Commercial structures equipped with fire sprinkler systems and/or fire alarm systems monitored by an outside central station;
 - (3) Structures with elevators;
 - (4) Other properties or structures where fire department access would be delayed as determined by the fire chief or his/her designee.
- (d) All multi-family residential structures that have restricted access through locked doors and have a common corridor for access to the living units shall have a rapid entry key lock box system.
- (e) The owner or operator of a structure required to have a rapid entry key lock box shall, at all times, keep a key, keys, key cards and similar devices in the key lock box that will allow for access to the structure and critical areas as follows:
- (1) The main entrance door. Mixed occupancies and multiple-tenant shopping center keys shall be provided only for occupancies where system control valves or alarm system panels exist;
 - (2) Fire alarm control room or other such area where control panel is located;
 - (3) Mechanical, electrical, and/or and sprinkler control rooms;
 - (4) Special keys to reset pull-stations or other fire protection devices;
 - (5) Elevator and/or elevator service area;
 - (6) Any other rooms as identified or specified by the fire chief or his/her designee during the plan review process.
- (f) A rapid entry box shall be placed on structures subject to this section no later than December 31, 2019.
- (g) **Penalty.** Failure to comply with this subsection shall be subject to a fine of \$500.00 (*five hundred dollars.*)”

ADOPTED this 5th day of August, 2019.



John L. Chandler, Mayor

Attest:



Stuart Jolley
Clerk to the Board of Aldermen

