

LAKE LURE TOWN COUNCIL WORK SESSION PACKET

Wednesday, October 26, 2022
8:30 a.m.



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

TOWN OF LAKE LURE

Town Council Work Session Meeting

Wednesday, October 26, 2022 - 8:30 AM

Lake Lure Town Hall



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Barge Insurance Discussion**
- IV. Discussion Regarding Cameras**
- V. Continued Discussion Regarding Leash Regulations**
- VI. Review Draft Resolution for Electronic Advertisement of Bids**
- VII. Accounting Clerk I Position Description Addition of License Requirement**
- VIII. Discussion Regarding Chimney Rock Village Agreement to Operate Water System**
- IX. Review Draft Ordinance No. 22-11-08 Addressing Gatehouses, Guardhouses, and Security Gates in the Zoning Regulations of the Town of Lake Lure Code of Ordinances**
- X. Review Draft Ordinance Regarding Mobile Food Vendors**
- XI. Discussion Regarding Council Planning Retreat**
- XII. Adjournment**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Barge Insurance Discussion

AGENDA INFORMATION:

Item Number: III
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Town staff has been in communication with the North Carolina League of Municipalities (NCLM) regarding barge insurance details. The NCLM will cover insurance for the barge. However, it was initially determined by the NCLM that any equipment operated on the barges will not be covered by League insurance, then clarified that equipment would be covered for regular ferry of equipment. However, in the most recent conversation, the NCLM is questioning and again trying to clarify the definition of ferrying in regards to whether or not equipment being ferried can be insured. In the meantime, Finance has reached out to commercial providers regarding the possibility of coverage and related costs.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Discussion Regarding Cameras

AGENDA INFORMATION:

Item Number: IV
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

Public Services Director Dean Lindsey will lead discussion regarding the possible purchase and installment of a new security camera system for various Town owned facilities. Director Lindsey will present additional details at the time of the meeting.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Continued Discussion Regarding Leash Regulations

AGENDA INFORMATION:

Item Number: V
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

There has been continued discussion regarding the Town Code of Ordinance Section 4-2. Dangerous dogs; barking; leash requirements. Initially, the Ordinance was amended on September 13th. Following the emergence of concern, Town Council was presented with a draft ordinance to re-amend Section 4-2 to define leash requirements on Town owned property. Council discussed the draft ordinance at the October 11th meeting, but there was consensus to continue discussions at the October work session prior to any Council decisions in regard to the matter.

ATTACHMENTS:

Draft Ordinance Amending Code of Ordinances Section 4-2. Dangerous dogs; barking; leash requirements.

ORDINANCE NUMBER

AN ORDINANCE AMENDING CODE OF ORDINANCES SECTION 4-2(C). DANGEROUS DOGS; BARKING; LEASH REQUIREMENTS.

WHEREAS, Section 4-2(c) of the Town of Lake Lure Code of Ordinances establishes leash requirements for Town owned parcels; and

WHEREAS, The Town of Lake Lure find it necessary to clarify the interpretation of proper restraint by a leash; and

WHEREAS, It is within the best interest of the Town of Lake Lure and Lake Lure residents that leash requirements are reasonable and comprehensible.

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

SECTION ONE. The Town of Lake Lure Code of Ordinances Section 4-2(c) is hereby amended as follows:

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

Sec. 4-2. Dangerous dogs; barking; leash requirements.

- (c) It shall be unlawful for any person owning, having possession, charge, care, custody or control of a dog to allow such dog to enter any town owned parcels, including, but not limited to, Lake Lure Town Hall, Washburn Marina, Morse Park, Dittmer Watts Nature Trail and Lake Lure Greenspace without being properly restrained by a visible leash not exceeding six feet in length secured by a leash, lead or other means of physical restraint which leash, lead or other means of physical restraint is not harmful or injurious to the dog and which is held by a responsible person capable of physically restraining the dog. This section shall apply to all dogs with the following exceptions:
- (1) Dogs used or being trained for law enforcement by law enforcement officials.
 - (2) Service animals, as defined by the Americans with Disabilities Act, used by authorized persons and under the control of such persons.
 - (3) Dogs in specified off-leash areas as designated by the town.

- (4) Dogs fulfilling a specific town or public purpose, per authorization from the town.

SECTION TWO. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately from after the date of its final passage and adoption.

READ, APPROVED, AND ADOPTED this ____ day of _____, 2022.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Review Draft Resolution for Electronic Advertisement of Bids

AGENDA INFORMATION:

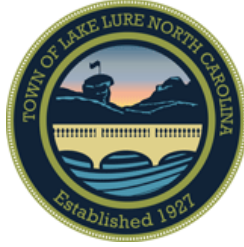
Item Number: VI
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

North Carolina General Statute 143-129(b) specifically allow public agencies to advertise bid opportunities solely by electronic means upon approval from the governing board. Town staff desires to advertise bids subject to the requirements of N.C.G.S. 143-129 by electronic means, at the discretion of the Council. The draft resolution, if adopted, would authorize the advertisement of bids subject to the requirements of N.C.G.S. 143-129 by electronic means.

ATTACHMENTS:

Draft Resolution Authorizing Electronic Advertisement of Bids



RESOLUTION NO. 22-

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
AUTHORIZING ELECTRONIC ADVERTISEMENT OF BIDS**

WHEREAS, N.C.G.S. 143-129(b) specifically allow public agencies to advertise bid opportunities solely by electronic means upon approval from the governing board; and

WHEREAS, The Town of Lake Lure desires, at the discretion of the Town Council, to advertise bids subject to the requirements of N.C.G.S 143-129 by electronic means.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Lake Lure, North Carolina:

Section 1. The Town of Lake Lure Town Council hereby authorizes the advertisement of bids subject to the requirements of N.C.G.S. 143-129 by electronic means.

Section 2. The Town of Lake Lure shall meet all requirements specified in N.C.G.S. 143-129.

READ, APPROVED, AND ADOPTED this ____ day of _____, 2022.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Accounting Clerk I Position Description Addition of License Requirement

AGENDA INFORMATION:

Item Number: VII
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Council approved the Accounting Clerk I position and job description during the October 11th regular meeting. Town staff has since noted that the requirement of a valid driver license was absent from the approved description and should be added as a requirement.

ATTACHMENTS:

Updated Accounting Clerk I Position Description



Job Description: Accounting Clerk I

Department: Administration

Primary Reason Why Classification Exists

Performs responsible technical and paraprofessional accounting functions for the finance operations of the Town.

Distinguishing Features of the Class

An employee in this class is responsible for handling the accounts payable and payroll functions for the Town and assisting with customer service work. Work requires a working knowledge of accounting and related processes and procedures, and knowledge of customer services policies and ability to conduct problem solving with the public concerning Town services. Work is performed in an office environment under the direct supervision of the Finance Officer and reviewed through observation, conferences, review of work, and audit of the records by an external auditor.

Illustrative Examples of Work

- Receives invoices for payment; verifies accuracy of invoices and forwards to department for authorization and account number coding; enters invoices into database; prints checks and mails checks.
- Processes payroll; and monthly and quarterly reporting.
- Maintains accounts payable records and files.
- Performs customer service as needed; includes receiving and posting payments.
- Prepares routine journal entries for revenue collections, daily deposits and maintains database analysis of revenues.
- Processes purchase orders as approved by the Finance Officer
- Prepares journal vouchers and enters journal vouchers and manual checks into budgetary accounting database.
- Performs monthly sales tax reports.

Knowledge, Skills, and Abilities

- Considerable knowledge of accounting principles and practices.
- Working knowledge of laws, general statutes, rules, and regulations governing municipal accounting and related fiscal processes.
- Working knowledge of computer operations as they relate to financial operations.
- Ability to work with financial accounting software and other software as they relate to assigned tasks.
- Ability to operate a variety of general office equipment as they relate to assigned tasks.
- Ability to compile, evaluate, and reconcile a variety of accounting or related fiscal records and reports.
- Ability to perform a variety of fiscal or accounting functions and to change priorities quickly and maintain accuracy level.
- Ability to provide effective customer service.
- Ability to develop and maintain working relationships with a variety of people including vendors, general public, and other employees and supervisors.
- Ability to communicate effectively in oral and written forms.
- Ability to perform accounting processes with speed and accuracy.
- Must be in possession of a valid NC driver's license and able to pass a background check and drug screening.

Physical Requirements

- Must be able to physically perform the basic life operational support functions of reaching, walking, fingering, talking, hearing, and repetitive motions.
- Must be able to perform sedentary work exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects.
- Must possess the visual acuity to prepare data and statistics, work with accounting processes, and operate a computer terminal.

Desirable Education and Experience

Graduation from an accredited two-year college, four year university degree preferred, with a major in accounting, business administration, or related field. Experience in an accounting environment, public sector experience preferred; or equivalent combination of education and experience.

Disclaimer

This classification specifications 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, 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.

FLSA Status: Non-Exempt

Town of Lake Lure

September 2022

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Discussion Regarding Chimney Rock Village Agreement to Operate Water System

AGENDA INFORMATION:

Item Number: VIII
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

On October 12, 2022 Chimney Rock Village provided the Town of Lake Lure with a notice that the Village desires to renew an Agreement to Operate Water System. The original Agreement was became effective on April 15, 2003 and will expire April 15, 2023. The Town of Lake Lure must provide Chimney Rock with a notice of decision to renew or not within 60 days of receiving the notice from Chimney Rock. The Village detailed in their notice that they plan to submit a proposal for a new agreement to the Town on or before December 1, 2022.

ATTACHMENTS:

2003 Agreement to Operate Water System; Notice from Chimney Rock Village

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

AGREEMENT TO OPERATE WATER SYSTEM

THIS CONTRACT is made and entered into this 15th day of April, 2003, by and between the Town of Lake Lure, a North Carolina Municipal Corporation hereinafter referred to as "Lake Lure" and the Village of Chimney Rock, a North Carolina Municipal Corporation hereinafter referred to as "Chimney Rock".

WITNESSETH

WHEREAS, Lake Lure and Chimney Rock are political subdivisions of the State of North Carolina, both having the power and authority to enter into this agreement, and the signatories hereto have been authorized to execute this document on behalf of the Lake Lure Town Council and the Chimney Rock Village Council; and

WHEREAS, Lake Lure currently owns and operates a water treatment and distribution system, and is engaged in the enterprise of managing, operating, maintaining said system and selling potable water to the public within its service area; and

WHEREAS, Chimney Rock owns and operates a water treatment and distribution system, and is also engaged in the enterprise of managing, operating, maintaining the system and selling potable water to the public within its service area; and

WHEREAS, Chimney Rock has upgraded and expanded its water system and has constructed a 250,000 gallon water storage reservoir; and

WHEREAS, Lake Lure and Chimney Rock each have facilities and services that are mutually beneficial and have agreed that closer cooperation in the management and operation of both water systems would serve the best interest of both municipalities; and

WHEREAS, Lake Lure and Chimney Rock are exploring approaches for consolidating the water systems and have a mutual interest in establishing some fundamental level of cooperation between their water services delivery programs.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Lake Lure and Chimney Rock mutually agree that this agreement shall become effective on April 15, 2003 and it shall continue in effect for a period of 20 years from its effective date, or until superceded by an alternative agreement.

AGREEMENT TO OPERATE WATER SYSTEM

Between the Town of Lake Lure and the Village of Chimney Rock

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2. Lake Lure agrees to assume the responsibility for managing and operating Chimney Rock's water system and program throughout the term of this agreement and that such responsibilities shall, at a minimum, include:
 - a. Overseeing and managing the operation of the water system;
 - b. Providing the supervisory and operational personnel necessary to adequately manage, operate and maintain said water system;
 - c. Reading the meters for all metered customers on the water system;
 - d. Billing all customers for water services rendered and providing other relevant customer services, on a bi-monthly schedule (every other month), utilizing Chimney Rock's adopted water rates and charges;
 - e. Providing the accounting services necessary to account for all funds that pass through Chimney Rock's water program, in accordance with applicable state laws and regulations;
 - f. Insuring compliance with applicable state environmental laws and regulations, so long as such compliance is within the control of Lake Lure;
 - g. Monitoring the water system facilities to insure their proper operation and protection;
 - h. Repairing and maintaining the water system and related facilities, as such repairs and maintenance are warranted, subject to the exclusion listed in paragraph 4 below;
 - i. Submitting timely reports to Chimney Rock to communicate progress, status and financial information to the Village Council and notifying Chimney Rock when its water rates appear to be inadequate to generate revenues that are insufficient to sustain the operation and maintenance of the water system;
 - j. Submitting annual operation budgets for the water system to Chimney Rock, not later than May 1, 2003, and April 1 each year thereafter, that contain projections of revenues and expenditures, including operating expenses, capital outlays, and debt service.
3. Lake Lure further agrees to manage, operate and maintain the Chimney Rock water system and program to the same standard that the Town manages, operates and maintains its own water system and program.

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4. Lake Lure's responsibilities under this agreement do not extend to paying the costs associated with capital improvements or major repairs to the system. Major repairs are those which cannot be made with hand tools or equipment normally operated by the Lake Lure maintenance staff or which require the hiring of outside assistance.
5. Lake Lure agrees that the responsibility for managing, operating and maintaining the Chimney Rock water system and program shall rest with its Town Manager and the Manager shall be accountable to Chimney Rock for timely and accurate communication, information and reporting for all important policy, operational, and financial matters relating to Chimney Rock's water system and program.
6. Lake Lure shall immediately notify Chimney Rock upon becoming aware of any activity, problem or circumstance that might present a danger to the health, safety and welfare of Chimney Rock water users. Further, Lake Lure shall take appropriate action to remedy such activity, problem or circumstance and to avoid or minimize disruptions in service. Chimney Rock shall immediately take those steps necessary to alleviate such activity, problem or circumstance where such measures are beyond the control of Lake Lure.
7. Lake Lure and Chimney Rock agree to maintain compliance with all laws and regulations, which apply to the ownership, operation and maintenance of both water systems, including adherence to the terms and conditions of all state permits, which establish appropriate water quality standards for the systems.
8. Lake Lure further agrees that upon the effective date of this agreement it will reduce the sewer rates charged to Chimney Rock sewer customers to the rate that is charged to Lake Lure customers that are inside of Lake Lure's corporate limits.
9. Chimney Rock hereby agrees to compensate Lake Lure for reducing the sewer rates charged to Chimney Rock customers, as provided for in paragraph 8. Said compensation shall be made in two parts:
 - a. Water Storage Capacity. Chimney Rock agrees to convey to Lake Lure the permanent use of 100,000 gallons of capacity in Chimney Rock's 250,000 gallon water storage reservoir located at Terrace Drive. Said use shall be perpetual and shall carry with it Chimney Rock's obligation to adequately operate and maintain said reservoir and insure that the facility will remain in service throughout its normal life expectancy, which is defined at 50 years. The value of this conveyance shall be established at \$8,000 per year for the 20-year term of this

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agreement, said value to be offset by services rendered by Lake Lure and the reduction in sewer rates pursuant to this agreement.

- b. Potable Water Supply. Chimney Rock agrees to convey to Lake Lure a continuing and uninterrupted quantity of potable water from its water system, at metering points that are mutually acceptable to the parties to this agreement. Said quantity of water shall not exceed 4.62 million gallons during each year, except that the flow of water cannot exceed 12,670 gallons for any 24-hour period, unless specifically approved by Chimney Rock. Conveyances of water shall be recorded and accounted for monthly by Lake Lure. Each annual period will be accounted for separately and deficits or surpluses in total annual conveyances will not be carried forward. Quantities in excess of the annual maximum established herein will be purchased by Lake Lure, at a cost per 1000 gallons equal to the cost for producing water, not including capital improvements, for its own system. Lake Lure's current cost is \$3.00 per 1000 gallons, however this rate may be reviewed annually. At such time as Chimney Rock establishes its own schedule of rates and charges, said rate shall apply.
 - c. Monetary Compensation. Chimney Rock shall pay \$15,000 annually, beginning with the effective date of this contract, to Lake Lure for managing, operating and maintaining the Village's water system and program, plus parts, supplies, costs for laboratory tests and similar expenses. Said compensation shall be paid in equal monthly payments, which shall be deducted by Lake Lure from the proceeds it collects from the sale of water in Chimney Rock. During any annual fiscal cycle during which the proceeds from the sale of water from Chimney Rock's water system is insufficient to compensate Lake Lure in accordance with the terms provided for herein, Lake Lure shall submit a written notification to Chimney Rock accounting for the actual proceeds collected and requesting that Chimney Rock remit the balance owed to Lake Lure within 30 days of the date of the notification.
10. The compensation component provided for in paragraph 9(c) shall be reviewed at the end of the first year and every five years thereafter to maintain equity between the value of Lake Lure's annual cost for managing, operating and maintaining Chimney Rock's water system and the value of Chimney Rock's water, except that Lake Lure and Chimney Rock each reserves the right to call for an interim review of this compensation formula in the event that its cost of managing, operating and maintaining the water system has changed substantially for any reason.

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11. In the event that this agreement is terminated for cause, Lake Lure will be obligated to pay \$8,000 per year to Chimney Rock for the purchase of water storage capacity throughout the remainder of the 20-year term provided for herein.
12. Chimney Rock agrees that it will notify Lake Lure at least 12 months in advance of its determination that it will not be able to provide the quantity of water that is provided for in paragraph 9(b). In such event, Chimney Rock agrees to pay Lake Lure for the deficit of water conveyance at a rate that equals Lake Lure's cost for producing potable water from its own system. Said compensation shall be made to Lake Lure monthly, based on Lake Lure's estimate of the water that it would have normally used minus the quantity of water that is actually delivered by Chimney Rock, within the maximum quantities that are established in paragraph 9(b).
13. Chimney Rock agrees to provide the policy guidance and timely decisions that are necessary for Lake Lure to fulfill its management, operational and maintenance responsibilities provided for in this agreement. Such policy guidance and timely decisions shall include water rates and charges that are adequate to generate sufficient revenues to offset all of the management, operation, and maintenance expenses for the water system and program.
14. Chimney Rock agrees to prepare and adopt annual budgets and make appropriations that are based on information provided by Lake Lure and that are adequate to finance the annual operation of the system, including needed capital improvements and major repairs.
15. Chimney Rock agrees to correct demonstrated deficiencies in the water system and make improvements that are necessary for such regulatory compliance.
16. Chimney Rock agrees that the Village and its water customers shall abide by all of the user policies and procedures adopted by Lake Lure for its water system, unless Chimney Rock specifically amends such policies and procedures for its users and provided that such amendments do not hinder Lake Lure's ability to comply with the provisions of this agreement.
17. Chimney Rock agrees that the Village and its water customers shall abide by and adhere to all policies, restrictions, and ordinances adopted by Lake Lure which impose water use restrictions, water conservation requirements, moratoriums, and other such limitations on the use of water during times of emergency or drought conditions or during other situations, which for public health or financial reasons, justify said policies, restrictions, and ordinances.

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18. Chimney Rock agrees to tender at least a six month written notice to Lake Lure prior to the expiration of this agreement or subsequent renewals of this agreement if it desires to renew said agreement or any subsequent renewal to this agreement.
19. Lake Lure agrees that it will notify Chimney Rock in writing of its decision to renew or not to renew this agreement or any subsequent renewal to this agreement on or before sixty days after having received notification of Chimney Rock's desire to renew this agreement or any subsequent renewal of this agreement.
20. Lake Lure and Chimney Rock shall maintain backflow protection at all points of connections between the two water systems to prevent the backflow of water into each water system. Chimney Rock's policies and ordinances pertaining to backflow protection shall be consistent with those policies and ordinances adopted for Lake Lure's water system.
21. Lake Lure and Chimney Rock both represent that no litigation is pending or threatened against either party which would impair their ability to perform their respective duties and obligations under the terms, covenants and provisions of this agreement.
22. The Parties agree that should any disputes arise under this agreement, including but not limited to disputes pertaining to services, rates, or invoices, said disputes shall be resolved, if at all possible, through good faith negotiations between the parties. It is the intent of Lake Lure and Chimney Rock that pursuit of legal action shall be a remedy of last resort and that a negotiated resolution, including the use of outside experts or arbitrators, shall be the preferred means of resolving disputes hereunder. It is further agreed that in the event such disputes cannot be resolved within 60 days from the date they first arise, either party may seek such other remedies as may be available to it.
23. Default and Termination. This agreement may be terminated for cause, as set forth in subparagraph a-g, inclusive, immediately below, prior to its stated expiration date by Lake Lure or Chimney Rock in accordance with the terms and conditions set forth herein. The rights of Lake Lure and Chimney Rock to terminate this agreement shall be strictly construed in accordance with the provisions contained herein. Upon the happening of any of the following events of default by either party, the aggrieved party shall have the right to terminate this agreement:

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- a. The failure of either party to perform or observe any of its material covenants, agreements, obligations and/or duties created by this agreement.
 - b. The determination that any representation, warranty or covenant made by either party is false and/or misleading in any material respect.
 - c. The commencement of any bankruptcy, insolvency, liquidation and / or similar proceeding against either party, which materially and adversely affects its ability to perform its duties or obligations under this agreement.
 - d. The failure of Chimney Rock to make any payment required to be made by it pursuant to the terms of this agreement within 60 days of its receipt of notice from Lake Lure that any such payment is overdue.
 - e. Any action by Chimney Rock to divest itself of its water system or its related facilities so that it no longer controls the supply of potable water which is conveyed or sold to Lake Lure under the terms, covenants and conditions of this agreement.
 - f. Any action by Lake Lure to divest itself of its water system or its related facilities so that it no longer possesses the capacity to manage, operate and maintain Chimney Rock's water system, in accordance with the terms and conditions of this agreement.
 - g. Any order of a court of competent jurisdiction, of any federal or state law or regulation which would make this contract illegal, subject to the further provisions of paragraph 36 below if applicable.
24. Upon the happening of any event described in the preceding section, the aggrieved party shall provide written notice to the party committing the alleged violation setting forth in detail the alleged failure and/or deficiency. Thereafter, within 10 days of receipt of notice of the alleged default, the parties to this agreement shall meet to discuss the circumstances and attempt to reach a resolution. If either party fails to fully perform or comply with all of the conditions, provisions and covenants of this agreement, and if the nonperformance or failure shall continue for more than 30 days after written notice thereof by the other party, or if the nonperformance or failure cannot be reasonably remedied within the same 30 day period and the party which is in violation of the agreement has not proceeded with or commenced the remedy in good faith, within 15 days of the receipt of such notification, that party will be considered to be in default of this agreement. If the alleged default continues or the parties disagree as to whether the matter has been resolved,

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the aggrieved party may send written notice to the party committing the alleged default declaring an impasse and proceed to enforce all rights and remedies available to it either in equity or at law.

25. Each of the parties to this agreement shall be entitled to pursue a claim against the other for any non-monetary remedies available and any additional actual damages suffered as a result of any default by the other party, in addition to attorney's fees. Notwithstanding anything in the agreement to the contrary, neither party shall be responsible to the other for any indirect, third-party or consequential damages arising from a breach of this agreement.
26. To the extent allowed by law, Lake Lure shall indemnify, defend and hold harmless Chimney Rock, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Lake Lure's breach of this agreement or the negligent or willful acts of omission of Lake Lure or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Chimney Rock.
27. To the extent allowed by law, Chimney Rock shall indemnify, defend and hold harmless Lake Lure, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Chimney Rock's breach of this agreement or the negligent or willful acts of omissions of Chimney Rock or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Lake Lure
28. NOTICES: For the purposes of this agreement, all notices required shall be deemed to have been properly served and shall be only served when posted by Certified United States Mail, Postage Prepaid, Return Receipt Requested, addressed to the Party to whom directed at the address herein set forth or at such other address as may from time to time be designated in writing by either party:

To Lake Lure:

Town of Lake Lure
Post Office Box 255
Lake Lure, NC 28746-0255
Facsimile Number: (828) 625-8371
Attention: Town Manager

To Chimney Rock:

Village of Chimney Rock
Post Office Box 300
Chimney Rock, NC 28720-0300
Facsimile number: (828) 625-4456
Attention: Village Clerk

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29. This agreement embodies the entire agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly set forth herein. This agreement may not be modified except by a written agreement signed by all parties to this agreement. Neither party shall be entitled to sell, convey or otherwise alienate the rights and obligations created herein without the prior written permission of the other party to this agreement.
30. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other party to third parties in any manner whatsoever.
31. No written waiver by any party to this agreement at any time of any breach of any other provision of this agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provision.
32. The captions and article numbers appearing in this agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this agreement or in any way affect this agreement.
33. This agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.
34. Time shall be of the essence in this agreement and each and every term and condition thereof.
35. Words of any gender used in this agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.
36. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

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37. In the event of litigation between Lake Lure and Chimney Rock as to the terms, performance, or any other aspect of this agreement, this agreement shall remain in force and effect during such litigation.
38. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this agreement to produce or account for more than one such fully executed counterpart.
39. Except as provided herein, the rights and remedies provided for in this agreement are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written, after being approved in open meeting by the respective governing board of each municipality.

AGREEMENT TO OPERATE WATER SYSTEM

Between the Town of Lake Lure and the Village of Chimney Rock

April 15, 2003

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TOWN OF LAKE LURE, NORTH CAROLINA

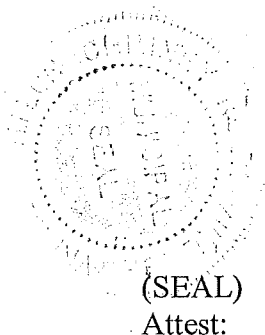


(SEAL)
Attest:

By: Maryd. Alcorn
Town Clerk

By: [Signature]
Mayor

VILLAGE OF CHIMNEY ROCK, NORTH CAROLINA



(SEAL)
Attest:

By: [Signature]
Village Clerk - Assistant

By: [Signature]
Mayor

This agreement has been pre-audited in the manner required by the
Local Government Budget and Fiscal Control Act.

By: [Signature]
Sam A Karr, Finance Officer
Town of Lake Lure

By: [Signature]
Steven G. Duncan, Finance Officer
Village of Chimney Rock



Mr. William H. Perkins, Jr.; Town Manager
Delivered by pdf email to Mr. Perkins
On Behalf of Chimney Rock Village's Mayor and Village Council
To the Mayor and Commission of the Town of Lake Lure

October 12, 2022

RE: Chimney Rock Village and Town of Lake Lure, Inter-local Water Agreement

The Village Council met on Tuesday evening, September 27, 2022 to review a number of documents related to both water and sewer inter-local agreements with the Town of Lake Lure. The Village Council authorized me to give official notice to the Town of Lake Lure of the Village's interest and intent to renew the Water System Inter-Local Agreement to become effective no later than April 15, 2023. Per existing agreement, the Village is to give notice at least 6 months prior to that date of the Village's intent and interest to renew.

The Village Council is currently working with the Village engineers, legal counsel, administration and Council-members to finalize a proposed new inter-local agreement that is reflective of what we are actually doing today vs. when initially created 20 years ago. This proposal should be completed and finalized for Village Council's final consideration and approval within the next couple of meetings. The Village anticipates providing this to the Town of Lake Lure for their consideration on or before December 1, 2022.

The Village has appreciated the cooperation and work with the Town of Lake Lure's elected officials and staff on many utility issues, projects and needs. We look forward to this continued work and effort.

Regards,

Stephen G Duncan
Village Administration
Chimney Rock Village

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Review Draft Ordinance No. 22-11-08 Addressing Gatehouses, Guardhouses, and Security Gates in the Zoning Regulations of the Town of Lake Lure Code of Ordinances

AGENDA INFORMATION:

Item Number: IX
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

The existing Code of Ordinances does not adequately define or address gatehouses, guardhouses, or security gates. Community Development and the Zoning and Planning Board have reviewed existing ordinances and are recommending that that Article I Section 36-5 define gatehouses, guardhouses, and security gates. Additionally, it is being recommended that Article VIII Section 36-235 be added to the Zoning Regulations to address gatehouses, guardhouses, and security gates. Lastly, it is being recommended that Article X Section 36-295 be amended to address regulations regarding gatehouses, guardhouses, and security gates in terms of exceptions to required yards. The Zoning and Planning Board have officially recommended the draft ordinance to Town Council. A public hearing for the ordinance will be set for the November 8th regular meeting.

ATTACHMENTS:

Draft Ordinance No. 22-11-08 Addressing Gatehouses, Guardhouses, and Security Gates in the Zoning Regulations of the Town of Lake Lure Code of Ordinances

ORDINANCE NUMBER 22-11-08

AN ORDINANCE AMENDING ARTICLE I SECTION 36-5, ARTICLE VIII SECTIONS 36-235 – 36-261, AND ARTICLE X SECTION 36-295 OF THE ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES

WHEREAS, The Town of Lake Lure Code of Ordinances does not adequately define or address gatehouses, guardhouses, or security gates; and

WHEREAS, The Town of Lake Lure Town Council has deemed that it is necessary for Article I Section 36-5 to define gatehouses, guardhouses, and security gates; and

WHEREAS, The Town of Lake Lure Town Council has determined that Article VIII Section 36-235 should be added to the Zoning Regulations to address gatehouses, guardhouses, and security gates; and

WHEREAS, The Town of Lake Lure Town Council has also determined that Article X Section 36-295 should be amended to address regulations regarding gatehouses, guardhouses, and security gates in terms of exceptions to required yards; and

WHEREAS, The Town of Lake Lure Town Council held a public hearing on November 8, 2022 and complied with all statutory procedures; and

WHEREAS, the Town of Lake Lure Zoning and Planning Board recommended the adoption of the proposed amendments.

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

SECTION ONE. Article I Sections 36-5, “Definitions”, is hereby amended as follows:

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

Gatehouses, guardhouses and security gates refers to structures for the purpose of controlling access to a private property, development, resort or subdivision, usually located in or across a road.

SECTION TWO. Article VIII Sections 36-235 – 36-261, “Reserved”, is hereby amended as follows:

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

Sec. 36-235. Gatehouses, guardhouses and security gates

(a) Gatehouses, guardhouses and security gates may be permitted provided that:

- (1) it is not located on a publicly dedicated street or street right-of-way; and
 - (2) the project proposal is reviewed and approved by the Fire Chief, Fire Marshall and any other authority having jurisdiction (AHJ).
- (b) Gatehouses, guardhouses and security gates are exempt from yard setback requirements except that:
 - (1) shall be setback sufficiently far from public road access to allow for the stacking of at least three (3) vehicles out of the public travel lanes on the public road;
 - (2) shall have an additional setback in front of the gate to allow a vehicle which is denied access to safely turn around and exit onto a public road;
 - (3) shall provide adequate gate width and alignment of approach and departure areas, on both sides of gate, to allow free and unimpeded passage of emergency vehicles;
 - (4) where the gate crosses a travel way, such gate shall open so as to provide a minimum width of 18 feet of passage for two-way travel; or minimum width of 12 feet of passage for one-way travel.
- (c) Gatehouses, guardhouses and security gates shall provide unfettered and immediate access to all private roads by emergency and law enforcement vehicles and reasonably guarantee access to all private roads by Town, County and State of North Carolina employees operating within the scope of their official duties to perform governmental regulatory activities, and to all public utility companies to perform installation and maintenance activities of public utility infrastructure. If an emergency necessitates the breaking of an entrance gate, the cost of repairing the gate and the emergency vehicle if applicable, shall be the responsibility of the owner or operator of the gate. A statement to this effect shall be filed with the Town of Lake Lure Police Department and appear on the final plat of all new development.

Secs. 36-235—36-261. Reserved.

Secs. 36-236—36-261. Reserved.

SECTION THREE. Article X Section 36-295, “Exceptions to required yards”, is hereby amended as follows:

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

In all zoning districts, yards, as defined in section 36-5, shall be as established by this chapter provided the following shall be permitted in any yard:

- (1) Access structures to connect the principal structure to the street or shoreline, provided said structures are constructed above grade at an elevation no greater than reasonably required by topography.
- (2) Fences, walls, hedges, and retaining walls under the provisions of section 36-231.
- (3) One masonry column located on each side of a driveway to define entrance to a property or to support a gate across a driveway, provided that such columns shall not exceed 36 inches in width and eight feet in height.
- (4) Entrance gates, gatehouses or guardhouses as defined in section 36-5 and under the provisions of section 36-235.

SECTION FOUR. The Town of Lake Lure Town Council deems Ordinance No. 22-11-08 to be consistent with the Lake Lure comprehensive plan because it enhances and clarifies land use and zoning definitions.

SECTION FIVE. The Town of Lake Lure Town Council deems Ordinance No. 22-11-08 to be reasonable and in the public interest because it provides clarification in regard to regulating gatehouses, guardhouses, and security gates.

SECTION SIX. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately from after the date of its final passage and adoption.

READ, APPROVED, AND ADOPTED this 8th day of November, 2022.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Review Draft Ordinance Regarding Mobile Food Vendors

AGENDA INFORMATION:

Item Number: X
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

The Community Development Department, Town Attorney Zoning and Planning Board have been in the process of reviewing Town Ordinances in regard to mobile food vendors. Town Council had reviewed and discussed various changes posed at a previous work session meeting. Following Council discussions, Community Development brought the subject back to the attention of the Zoning and Planning Board. On October 24th, the Zoning and Planning Board finalized an ordinance recommend for Council approval. Community Development Director Michael Williams is in the process of finalizing the recommended ordinance, which will be available prior to or at the time of the work session meeting. If Council wishes, a public hearing for the ordinance will be set for the November 8th regular meeting.

ATTACHMENTS:

Draft ordinance regarding mobile food vendors will be available at the time of the meeting.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: October 26, 2022**

SUBJECT: Discussion Regarding Council Planning Retreat

AGENDA INFORMATION:

Item Number: XI
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Manager Hank Perkins will lead discussion regarding a Town Council planning retreat to take place in the future.

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ADJOURNMENT