

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, June 14, 2022
5:00 p.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 Regular Meeting

Tuesday, June 14, 2022 – 5:00 PM

Lake Lure Municipal Center



Agenda

I. Call to Order

II. Agenda Adoption

III. Mayor's Communications

- A. Resolution No. 22-06-14 Honoring the Dedicated Service of Finance Director Sam Karr
- B. Resolution No. 22-06-14A Recognizing Region C Awardee Corporal Aaron Collins

IV. Town Manager's Communications

V. Public Hearing

- A. Ordinance No. 22-06-14 Adopting the Fiscal Year 2022-2023 Budget for the Town of Lake Lure

VI. Council Liaison Reports and Comments

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, at least one hour prior to the meeting.

VIII. Consent Agenda

- A. Approval of the May 10, 2022 Regular Town Council Meeting minutes, the May 25, 2022 Town Council Work Session Minutes, and the June 6, 2022 Special Town Council Meeting Minutes
- B. Budget Amendment #333 - To move 2 FY 2022-23 capital budget requests into the year's budget. E-Bikes (Fire \$14k) and Docks (\$86k).

- C. Budget Amendment #334 - To Replace Two Boat Motors in Parks, Recreation, and Lake Budget
- D. Budget Amendment #335 - One Time Moving Relocation Expense for New Town Manager
- E. Budget Amendment #336 - To Recognize Buffalo Creek Parking Lot in the Budget
- F. 2022-2023 Fee Schedule
- G. Salary Grade Schedule

IX. New Business

- A. Resolution No. 22-06-14B Appointing Stephen Ford as Finance Officer
- B. Valve Procurement Selection
- C. Option Agreement with Equinox Environmental
- D. Ordinance No. 22-06-14A Amending the Town of Lake Lure Code of Ordinances to Decriminalize Certain Ordinances and Otherwise to Bring Said Code Into Compliance with Senate Bill 300 (S.L. 2021-138) Regarding the use of Misdemeanor Charges to Enforce Code Violations
- E. Board of Adjustment / Lake Structure Appeals Board Member Appointment
- F. Drawdown Schedule

X. Closed Session

- A. *In accordance with G.S. 143-318.11(a)(3) for the purpose of discussing attorney client privilege or legal claims.*

XI. Adjournment

III MAYOR'S COMMUNICATIONS

- A. Resolution No. 22-06-14 Honoring
the Dedicated Service of Finance
Director Sam Karr**
- B. Resolution No. 22-06-14A
Recognizing Region C Awardee
Corporal Aaron Collins**



RESOLUTION NO. 22-06-14
HONORING THE DEDICATED SERVICE OF
FINANCE DIRECTOR
Sam Karr

WHEREAS, Finance Director Sam Karr will have completed 30 years exemplary service for the Town of Lake Lure from June 1992 to June 2022;

WHEREAS, Director Sam Karr has improved and maintained critical financial operations within Lake Lure to fiscally preserve the Town for future generations;

WHEREAS, Director Sam Karr demonstrated exemplary leadership and has displayed the highest degree of professionalism and integrity;

WHEREAS, Director Sam Karr has worked closely with, fully supported, and maintained the trust of Town Council; and

WHEREAS, Director Karr has faithfully served the Lake Lure community; now

THEREFORE BE IT RESOLVED, that on behalf of the Lake Lure Town Council and the citizens of the Town of Lake Lure, the Lake Lure Town Council expresses deep and sincere appreciation for Finance Director Sam Karr's dedicated service to the Town of Lake Lure and wishes him the best in his retirement.

READ, APPROVED AND ADOPTED this the 14th day of June, 2022.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



RESOLUTION NO. 22-06-14A
RECOGNIZING REGION C AWARDEE
Corporal Aaron Collins

WHEREAS, Corporal Aaron Collins single handedly arrested two individuals who had been stealing copious amounts of diesel fuel from various locations including the Lake Lure Ingles;

WHEREAS, Corporal Aaron Collins has shown exemplary conduct and has executed a diligent and thorough investigation of the case;

WHEREAS, Corporal Aaron Collins has worked alongside the representatives from the District Attorney's Office, the North Carolina State Bureau of Investigations, the South Carolina Law Enforcement Division, numerous city police departments and sheriffs' departments in his dedicated efforts to the investigation;

WHEREAS, The efforts of Corporal Aaron Collins has resulted in numerous felony charges against the two detained individuals and may become a federal case; and

WHEREAS, Corporal Aaron Collins has displayed thoroughness in his work, passion for his career, and dedication to protecting the Town of Lake Lure;

WHEREAS, Police Chief Season Humphries nominated Corporal Aaron Collins for the Region C Award and Corporal Collins' nomination was selected; now

THEREFORE BE IT RESOLVED, that on behalf of the Lake Lure Town Council and the citizens of the Town of Lake Lure, the Lake Lure Town Council expresses deep and sincere appreciation for Corporal Aaron Collins' dedicated service to the Town of Lake Lure and wishes to congratulate him on being awarded the Region C Award for his arrest made and involvement in the investigation of a multi-state felony diesel fuel theft case.

READ, APPROVED AND ADOPTED this the 14th day of June, 2022.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report May 2022

Below are the May highlights from the various departments. Full department reports are available upon request.

Public Services – The Public Service Department is busy keeping everything working as smoothly as possible, from normal maintenance, to any problems the Town has that is in our realm to fix. The top priority at this time is making improvements to the sewer system while maintaining day to day operations. Top three accomplishments/project updates:

- Dam automation continues to maintain progress.
- Public works team performed appreciated operations in regard to preparing for town events, helping in the painting of Town Hall, and much more.
- Continued updating the CMMS system, adding additional users and assets.

Community Development – Director Williams reports another active month for community development. The department issued 42 permits, performed numerous follow ups, continued working on unreserved slope failure and erosion issues, and much more. Director Williams and Mr. Carpenter are ready to move into May. Top three accomplishments/project updates:

- Worked with Interim Town Manager Stewman and Council to develop an additional Community Development Department position to meet current and expanding work demands. Also, preparing for related relocation of the Department to the Arcade Building.
- Established communication with State Historic Preservation Office regarding their protracted review of AT&T tower site. Lori Townsend with their Environmental Review and Records department has committed to have their determination statement to Director Williams by the second week of June. Director Williams reports that it sounds as though there will be a push for a stealth pole. Williams has been attempting to push U.S. Fish and Wildlife regarding their review of the tower site.
- Re-established lake structure inspections, began re-checking phase 1 structures that have already been identified as compromised and sending letters to owners regarding their required actions. Director Williams will plan weekly inspections.

Fire / Emergency Management – With the summer season emerging, there has been an influx of visitors and part time residents in Lake Lure, making for a busy month for Chief Waycaster

and his team. The department responded to 47 calls throughout the month, compared to 30 in April. Additionally, members of the department completed a total of 197 hours of training in May. Chief Waycaster also administered CPR training to additional Town Staff and spoke with a second grade class about fire prevention. The following are the top three notable accomplishments that took place during the month of May:

- Prepared for the completion of the Tabletop Exercise on June 3rd.
- Installed siren sites batteries.
- Memorial Day opening stand-by and Arts/Crafts Festival inspections completed.

Police – Much like the Fire Department, the Lake Lure Police Department reports that May has shown a pick up in the volume of road and boat traffic. Patrol Officers are now patrolling the lake daily and are using our reserve staff to assist with weekend road and lake traffic. Memorial Day weekend was the busiest that the department has seen, so the officers stayed busy helping control traffic and assisting calls. Additionally, Lake Lure officers are increasing their presence at Lake Lure Classical Academy in wake of the recent events in Texas. Top three accomplishments in May:

- Captain Peter Wan with the NC DMV was officially sworn in as a Lake Lure Reserve Officer. Chief Humphries reports that he is sure to bring great knowledge to the department, as he has over 30 years of experience.
- Chief Humphries had a busy month while attending workshops and budget meetings, EMERT meetings, and event planning meetings.
- With the replacement of a damaged monitor, the department is now have a greater view of Lake Lure Classical Academy, the marina and water walk, the Flowering Bridge, and the exterior of the Police Department due to the improved screens. The new screens also allow members of the department to monitor the noted locations when in the patrol room.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Givens and Bradley have been working on dredging, Chapel Point Road easement, mining permit modification, preparation of the new boat permitting system, renovation of the new Greenspace Parks, Recreation, and Lake Department Office, and much more. Corbie Bradley has joined their team as the Parks, Recreation, and Lake Administrative Support Specialist and has been a huge asset thus far. Coordinator Dana Bradley facilitated a total of 190 volunteer hours for the month of May. Three notable projects/activities updates:

- Continued success in removing debris from the lake.
- New office renovations are nearly complete
- Continued building RecDesk software

Finance – Finance Director Sam Karr and Assistant Finance Director Stephen Ford worked diligently to finalize the FY 22-23 budget during the month of May. The two completed a finance report which is available upon request. Tax collections are over 100% collected through and state revenues are at 87.72% collected. With the current fiscal year coming to a close, the Town has spent 84.75% of the general fund budget, 55.3% of the water and sewer fund, and

101.52% of the hydroelectric fund. These percentages reflect the adjustments of all budget amendments made throughout the year. Finance Director will retire in June after 30 years with the Town.

Communications – Communications Director Krejci continues her community outreach as she has posted numerous articles that illustrate town related news, a listing of these articles with hyperlinks was emailed to over 1500 citizens, along with a link to the Town Calendar of Events. Krejci has played a crucial role in the May events taking place in the Town including the Lake Lure Memorial Day Service, Arts and Crafts Festival, etc. Director Krejci has also participated with various town boards, town staff, and organizations within the community during the month, extending outreach and improving life in Lake Lure. Additionally, Director Krejci has continued to work towards grant funding. Top projects/activities:

- **Social Media:** The Town of Lake Lure achieved a new milestone, exceeding 18,000 followers during the month of May. Twenty-four posts for the community were made with a post reach of 27,926 individuals. Facebook followers increased by 10% and equate to 17,920.
- **Coordination of the Lake Lure Memorial Day Service:** This year's program showed significant growth with approximately 150 attendees. The program agenda included welcome & opening reposts, posting of colors, national anthem, invocation, guest speaker Kevin Anderson, special music, laying of the wreath, more than a name on the wall, closing prayer, closing remarks, taps, recessional (Amazing Grace), and light refreshments.
- **Recognition of the Lake Lure Firefighters/Emergency Responders:** Director Krejci assembled various staff, council representatives, and board members for the purpose of recognizing the Lake Lure firefighters and volunteer firefighters.

Manager / Clerk / Admin Summary

May was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. The Town officially completed the draft FY 22-23 budget, which should go before council in June. Ruby-Collins in partnership with LaBella Associates were selected as the design build team for the sewer replacement project. The Town also opened bids for the reservoir drain procurement and a selection should be made in June. In the midst of major project, the Town continues to strengthen the relationship with state entities. Lastly, Mr. Hank Perkins began his tenure as Town Manager on June 1.

V

PUBLIC HEARING

- A. Ordinance No. 22-06-14 Adopting the
Fiscal Year 2022-2023 Budget for the
Town of Lake Lure

ORDINANCE NO. 22-06-14

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2022-2023 BUDGET FOR THE TOWN
OF LAKE LURE, NORTH CAROLINA**

SECTION 1. In accordance with G.S. 159-13 (a), the Town Council of the Town of Lake Lure adopts this ordinance entitled Town of Lake Lure 2021-2022 Budget.

SECTION 2. This ordinance includes revenues and expenditures in the General Fund, Water/Sewer Fund and Electric Fund. Revenues and expenditures in those funds are as follows:

REVENUES

I. GENERAL FUND

Ad Valorem and Vehicle Taxes	\$4,536,474
State Shared Revenues & Grants	\$2,850,050
Land Use Fees	\$62,804
Cultural and Recreation	\$1,252,800
Miscellaneous Revenues	\$176,992
Transfer from Capital Reserve	\$450,000
Installment Agreement Proceeds	\$57,000

TOTAL GENERAL	\$9,928,110
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II. WATER/SEWER FUND

TOTAL WATER/SEWER	1,650,360
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III. ELECTRIC FUND

Electric Receipts

TOTAL ELECTRIC	400,150
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<u>GRAND TOTAL - ALL FUNDS</u>	11,987,620
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EXPENDITURES

I. GENERAL FUND

Governing Board	35,050
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Administration	1, 030,771
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IT/Telecommunications	114,120
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Police	994,248
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Fire	892,371
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Sanitation	229,400
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Public Works	804,193
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Economic Development	107,600
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Community Development	471,168
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Parks, Recreation & Lake	664,200
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Beach & Marina	17,500
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Dam/Watershed Protection	23,000
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Non-Governmental	172,500
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Capital Outlay & Projects	2,359,064
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Debt Service	412,925
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Transfer to Dam Capital Reserve Fund	1,600,000
TOTAL GENERAL	\$9,928,110
II. WATER/SEWER FUND	
Water Operations	124,500
Sewer Operations	576,800
Capital Outlay	458,500
Debt Service	124,105
Transfer to Fund Balance (Equity)	365,455
TOTAL WATER/SEWER	1,650,360
III. ELECTRIC FUND	
Operations	281,963
Capital Outlay	118,187
TOTAL HYDRO-ELECTRIC FUND	400,325
GRAND TOTAL ALL FUNDS	11,978,620

SECTION 3. To achieve this budget program, the Town Council of the Town of Lake Lure, in accordance with G.S. 159-13 (c), the tax rate shall be 0.53 per \$100.00 of property valuation (municipal services at 0.23 per \$100.00, Dam capital .19 per \$100.00 and fire district tax at 0.11 per \$100.00 of property valuation).

SECTION 4. Pursuant to the authority set forth in Article 20, Chapter 160A of the North Carolina General Statutes, the Town of Lake Lure and Rutherford County have entered into a contractual agreement to provide for centralized and systemized billing and collection of property taxes in Rutherford County. Under this agreement the County will perform for itself and the Town all of the tax collection functions prescribed in Subchapter 50 of Chapter 105 of the North Carolina General Statutes (often referred to as the Machinery Act). This joint tax collection system shall commence with the tax levy for the fiscal year beginning July 1, 2022. In accordance with section V. of this agreement, the Town of Lake Lure hereby adopts the same tax discount schedule as the

Ordinance No. 22-06-14

June 14, 2022

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County for the Town's tax levy for the fiscal year commencing July 1, 2022.

Adopted the 14th day of June, 2022.

Mayor Carol C. Pritchett

ATTEST:

Olivia Stewman, Town Clerk

APPROVED AS TO FORM:

William Morgan, Jr.
Town Attorney

VI
COUNCIL LIAISON
REPORTS AND
COMMENTS

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, at least one hour prior to the meeting.

VIII

CONSENT AGENDA

- A. Approval of the May 9, 2022 Special Budget Meeting Minutes, the May 10, 2022 Regular Town Council Meeting minutes, the May 25, 2022 Town Council Work Session Minutes, and the June 6, 2022 Special Town Council Meeting
- B. Budget Amendment #333 - To move 2 FY 2022-23 capital budget requests into the year's budget. E-Bikes (Fire \$14k) and Docks (\$86k).
- C. Budget Amendment #334 - To Replace Two Boat Motors in Parks, Recreation, and Lake Budget
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- E. Budget Amendment #336 - To Recognize Buffalo Creek Parking Lot in the Budget
- F. 2022-2023 Fee Schedule
- G. Salary Grade Schedule



MINUTES OF THE SPECIAL BUDGET MEETING OF THE LAKE LURE TOWN COUNCIL HELD TUESDAY, MAY 9, 2022, 8:00 A.M. AT THE LAKE LURE TOWN HALL

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

Olivia Stewman, Town Clerk / Interim Town Manager
Sam Karr, Finance Director
Stephen Ford, Assistant Finance Director
Dean Lindsey, Public Services Director
Dean Givens, Parks, Recreation, and Lake Director
Michael Williams, Community Development Director
Laura Krejci, Communications Director
Sean Humphries, Police Chief
Dustin Waycaster, Fire Chief

ABSENT: N/A

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 8:18 a.m. Mayor Pritchett thanked everyone for participating in preparing budget information and that the goal is to vote on the budget at the June 14 regular Town Council meeting.

II. APPROVE THE AGENDA

Commissioner Jim Proctor made a motion to approve the Agenda, as presented. Commissioner Bryant seconded and the motion carried 4-0.

III. REVIEW AND DISCUSSION OF THE DRAFT FY 22-23 BUDGET

Finance Director Sam Karr explained that the town is going to review three funds: general, water/sewer (W/S), and hydro. Karr noted that the Town is about \$35,000 dollars below in general fund. Karr explained that there is a large water/sewer surplus and hydro a surplus of \$400,000 dollars, accounting for the inclusion of a six week outage from April to June on behalf of Duke Energy. Karr detailed revenues, noting a \$300,560 fund balance which includes two projects budgeted (dam automation and dam boom) that the Town did not complete within FY 21-22. Karr explained the Capital Reserve Fund.

Assistant Finance Director Stephen Ford presented a budget presentation that focused mostly on the general fund. Ford explained the staff's budgeting process thus far.

Commissioner DiOrio asked if the revenue number includes grants or not. Director Karr said it does not. Commissioner DiOrio asked if the only thing reflected in expenditure is possible matching grants and Karr said this is correct. Commissioner DiOrio asked if the dredging grant is not in the revenue but is reflective in the expenditure side. Director Karr explained that \$800,000 is reflected in revenues under state shared revenues.

It was asked if overage from W/S go back into W/S and Karr confirmed that it does.

Assistant Director Ford noted that the Town is in a good position from a revenue point, especially in terms of expenditures for personnel. Ford noted that staff had reviewed the Consumer Price Index and reviewed the decisions of other municipalities to determine a proposed Cost of Living Adjustment (COLA) of 5 percent. Ford explained that a few other increases from department requests include increasing fuel cost, repairs, training expenses, etc. Ford presented expenditures by department.

Assistant Director Ford explained that the major goal today is to remove the \$35,000 deficit from the general fund through the goals of staff and Council.

HYDRO DISCUSSION

Mayor Pritchett noted that it is not likely to have a revenue increase because there is property tax reevaluation and hydro numbers are uncertain. Commissioner Proctor noted that hydro related to rainfall and maintenance. Public Services Director Dean Lindsey said if there is water, the Town is always in the position to be running the generators at the hydro plant. Karr noted that the Town has to consider when the lake is down, adjusting the expenditures to match revenues. Mayor Pritchett suggested reviewing if hydro expenses are matching with revenues and see what the Town can do to reduce expenses. Karr noted that two years ago, dam related activities were moved from hydro to general fund. Commissioner DiOrio noted that the \$400k in hydro is mostly paying for the personnel operations and expressed that he thinks that \$400k is a good and conservative estimate number. Director Lindsey agreed with Commissioner DiOrio and noted that only one individual is in hydro personnel costs now because all others transferred to dam operations and public works. Lindsey also noted that all labor is in general fund and W/S expenses are used for equipment and maintenance. Commissioner DiOrio noted that the moving of the additional personnel from hydro would put us in the green for hydro operationally. Mayor

Pritchett asked what we can do to cut expenditures in the future and Director Lindsey noted that chemical costs will go down after fixing infiltration issues linked to the sewer system. Lindsey noted that his department is currently working to fix infiltration.

Director Karr explained that hydro fund equity is equivalent to fund balance for general fund. Commissioner DiOrio noted that this year a lot of the fund equity was spent on making updates to bring the plant up to safety standards.

There was general consensus is that \$400k is an appropriate estimate for the hydro budget.

Karr said that the general fund is now \$100,000 under due to moving electric personnel to public works. Karr also noted that we can move the TDA (200,000 including 100,000 from the town) can be moved to the next year in order to rid of the deficit. Commissioner DiOrio asked if there any mechanism to move fund balances to balance the budget. Karr said yes, but the Town's philosophy is to be conservative on revenues and strive to have a surplus in fund balance each year and that the Town currently has a healthy fund balance which can be used to balance the budget if there are no other options.

PUBLIC SERVICES DISCUSSION

Public Services Director Lindsey discussed the infiltration issues and costs that may be involved include repairs, a jetter, and more. Commissioner Doster asked if the Town could rent a jetter and Lindsey said that the Town can but would held responsible for any issues that take place. Lindsey also noted that the tactic being used to fix infiltration issues requires a full pond and the generators are not being ran twice a week as a result. Commissioner Proctor asked if the Town could run the hydro all week and pay overtime for Saturdays and Sundays to check the pipes, so there is no loss of generation revenues. Lindsey will look into this. Mayor Pritchett asked how many people are working on pipes on Mondays and Tuesdays and Lindsey answered that three people have been working on it. Commissioner asked how many people total work under Director Lindsey and he explained that there are four in public works, admin, himself, and three in hydro so there are eight total. Commissioner DiOrio asked if this is enough personnel for the foreseeable future. Lindsey requested one more person for public works and moving one person from public works to dam/hydro. Lindsey estimated that one more person with entry level would be about \$30,000 plus benefits. Commissioner Proctor asked if the current budget draft reflects one additional personnel and Karr said it does not.

Mayor Pritchett suggested to go through expenses to try to balance the budget.

It was determined that in hydro the town will take out all but \$70,000 in salary.

Commissioner Proctor asked about the \$5,000 dollar increase for uniform and Lindsey explained that he wanted to buy Town uniforms to make staff more presentable to residents when they are working in the field. Assistant Director Ford asked uniforms reflect the addition of a new staff member and the number does not reflect an addition. Lindsey said they would need to add jeans and shoes which would increase the price to \$8,000.

Minutes of the May 9, 2022 Special Town Council Budget Meeting

Commissioner Proctor asked what contractual services represent under public works and Karr said it is a copier lease, a cylinder rental, and a monthly charge for 811 locator charge service. Commissioner Proctor asked why the contractual services increased so much and Karr answered the increase reflects a new copy machine for the public works building.

Commissioner Doster asked about the automotive supply increase and it was explained that this includes gas, diesel, tractors. Karr noted that it was an old line item and he did not change it in order to look into trends from the past.

Commissioner DiOrio asked why a HVAC system is in the police and not public works. Karr noted that it is in the capital now. Increasing PW to about 836,404.

It was noted that hydro certifications can be taken out of public works because all certifications would be W/S and also noted that electric can be reduced to 500. Participants discussed the power purchase agreement. Commissioner Proctor noted that the Town used to hire a consultant. It was also noted that contractual service under electric is for any repair or maintenance of the hydro plant that the town cannot complete.

Mayor called for a break at 10:00 a.m. Reconvened at 10:13 a.m.

Director Lindsey noted that the one other item for public works that may be beneficial is GIS software and is asking for \$15,000 for Highland Mapping to make existing maps and overlays usable. It was discussed if the Town could use ARPA funds and discussed what department budget GIS would be included in. There was an overall feeling that ARPA can be used to fund GIS for \$15,000. Commissioner DiOrio recommended hiring a GIS person and see if they have the skills to do what we need for GIS without paying the \$15,000. It was determined that this idea was beneficial and that it would make sense to have GIS qualifications required for the new Community Development personnel. Interim Manager Stewman noted that her and Director Williams will require a GIS certification in the job description. Commissioner Proctor asked if salaries and benefits for this person are reflected in the current budget and it was determined that the budget does reflect this position but it may need to increase with an additional qualification requirement.

COMMUNITY DEVELOPMENT DISCUSSION

Director Williams noted that the salary increase shown includes one additional personnel and a project manager.

Karr noted that he put a placeholder for rent section, since Community Development will be renting a facility for an interim period, but Karr noted that rent will likely have to increase.

Commissioner Doster asked what Director William's contractual services are for. Williams explained it is used for BMS (permitting software) and a copier contract. Williams mentioned looking into a new copier contract.

It was discussed that the \$4,000 dollars for travel and transportation line item it for travel and transport and for certifications.

Minutes of the May 9, 2022 Special Town Council Budget Meeting

Director Williams noted that legal services needed to increase as the Town Attorney is needed more by the department.

PARKS, RECREATION, AND LAKE DISCUSSION

Director Givens explained that the salary increase is for the new administrative position and an additional maintenance technical.

It was noted that boat fuel and supplies are remaining the same until the price of gas is clearer. Line item number 212 is for town vehicles and machinery, and 213 is boat services, repair, and gas. Item 213 will include a new boat motor in the upcoming year. Commissioner Proctor asked if line item 213 should be increased. Givens noted that police are taking over their boat fuel/maintenance which will relieve costs for Parks, Recreation, and Lake Department.

Mayor Pritchett asked where the Town is getting fuel. Director Lindsey noted that Public Works has diesel, but gets gas from most everywhere eligible. Director Williams said Community Development will now go to McGuins to get gas. Mayor Pritchett noted that limiting town vehicles that are going home with people in public works should reduce fuel usage.

Director Givens reviewed Emergency repairs in grounds maintenance.

It was noted that dredging and debris removal has been moved to capital.

Director Karr Monies from golf course equipment sale should be received soon and Givens expressed that he wants to use money to finish rehab and repair of greenspace, building, and put in a new cart barn. Commissioner Doster asked how much was spent on renovations. Givens stated that it is less than \$40,000 and the department used left over money from the golf course.

Commissioner DiOrio explained that money from marina, lake services, and other lake operations go into the Parks and Rec budget. Commissioner DiOrio noted that because of this the department is not an enterprise fund but are self-sustaining.

Commissioner Doster asked contractual services. Karr cited RecDesk, kudzu/invasive plant management, trail stewardship program, a copier contract, and water lake testing.

Mayor Pritchett called for a lunch break at 11:30 a.m. The meeting was reconvened at 12:07 p.m.

POLICE DISCUSSION

Assistant Director Ford explained that Chief Humphries requested an additional \$2,000 on operating budget, but reduced contractual services by \$2,500. It was noted that contracts include DCI, AT&T, and body cam replacement contract.

Minutes of the May 9, 2022 Special Town Council Budget Meeting

Chief Humphries noted that the only increase that is not budgeting is salary increases which would equate to about \$72,896.

Commissioner DiOrio expressed support for increased lake presence has increased police presence and noted that the body cameras contract will be useful for various reasons.

Chief Humphries had provided Council with a packet that includes salary increase requests which are determined by a pay study contacted by David Hill. It was noted that the numbers displayed include the COLA increase of 5 percent.

Commissioner DiOrio announced that he had to depart from the meeting early. Commissioner Proctor made a motion to excuse Commissioner DiOrio. Commissioner DiOrio was excused at 1:35 p.m.

Commissioner Proctor asked for additional time to review the information provided by Chief Humphries and suggested that Council discuss at the upcoming work session meeting. Council members agreed.

FIRE / EMERGENCY MANAGEMENT DISCUSSION

Chief Waycaster requested one additional full time personnel which would result in Assistant Chief Chris Melton transferring to working Monday-Friday. It was discussed that the Town may end up expanding services and if this takes place, the department would apply for safer grant to obtain additional personnel. Chief Waycaster noted that if expansion takes place, it is not possible to meet the standard with only 7 people. Waycaster explained that the safer grant pay people for a set amount of years and then the town would take over salaries the remaining years. Chief Waycaster noted that right now we do not have the personnel or the appropriate space for an additional staff.

It was discussed that the Fire Department also had a pay study conducted by David Hill. Chief Waycaster agreed to contact Hill and ask about any update with pay study.

There was consensus to re-evaluate the department budget requests at the working meeting, when the pay study is updated.

ECONOMIC DEVELOPMENT AND ADMINISTRATION DISCUSSIONS

It was discussed that very few changes were made to the Economic Development budget and the Administration budget. Director Karr noted that the engineering services and lobbyist line items increased. Karr also noted the possibility of backfilling a vacant position when he retires.

IV. REVIEW AND DISCUSSION DRAFT 10-YEAR CAPITAL IMPROVEMENT PLAN (CIP)

Mayor Pritchett noted a UTV can be removed from the capital due to prior discussion in regard to the Parks, Recreation, and Lake Department. Director Karr noted that the UTV is a loan, but the Town can save debt service it which would save a little bit of money and explained that loan proceeds fall under revenues, basically dissolving.

There was discussion in regard to Town vehicles and take home vehicles. Director Karr noted that he thinks any vehicle older than a 2019 is paid off. When asked about his department, Chief Humphries stated that there are eight officers and himself, and that the department is keeping up annual procurement of police vehicles and will usually sell a reserve vehicle with each procurement of a new one. Commissioner Proctor asked Chief Humphries what the department is selling this year. Chief Humphries answered a 2010 Dodge Charger. Chief Humphries noted that there is a 2,000 dollar difference in original vehicle and the one that the Town is actually procuring. Fire Chief Waycaster explained that his department is doing away with 2001 Tahoe when a vehicle is acquired from the Public Services Department. Commissioner Doster asked if the three public services vehicles for dam/hydro are necessary. Director Lindsey noted that the dam/hydro are on call 24 hours, so the two employees in that area of Public Services require a take home vehicle. Director Lindsey noted that when a member of public works is on call they should get to take home a vehicle. Lindsey also noted that three public works employees have take home vehicles regardless of whether or not they are on call because of past department directors. Discussion on the level of necessity of take home vehicles continued. Assistant Director Ford asked if employees are going to want an increase in something else if take home vehicles are taken away and they answer is uncertain. Ford noted that it is easier to let them use take home vehicles on call instead of reimbursement. Interim Manager Stewman and department directors are going to further research town vehicles and policies.

Commissioner DiOrio asked if the Town can delay the procurement of a police/fire boat house and floating dock. Staff answered yes. Commissioner DiOrio explained that the moveable/floating boathouse would be used during drawdown periods. Chief Waycaster explained that currently the fire boat has to be out in the open and monitored. Commissioner DiOrio proposed that we leave it in the budget. Commissioner DiOrio asked if we could pay for it this year. Director Karr answered that it can be done this year and he will need do a budget amendment and create a PO by June. There was a consensus to proceed with the recommendation and remove the police/fire boat house and floating dock from the CIP.

Commissioner DiOrio noted the pool creek bridge light project in the CIP, which involves restoring and erecting lights and concrete poles on the Pool Creek Bridge.

Director Lindsey explained that in terms of street paving, out of 150k, half of it would be an actual expense.

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Commissioner Proctor asked about e bikes in the CIP. Chief Waycaster explained that the e bikes are to carry medical supplies, GPS, and more in order to do rescues in places that UTVs cannot access. Commissioner Bryant asked if the Town can appropriate this year or finance.

Commissioner DiOrio asked about the actual cost to begin building the public safety building. Chief Waycaster and Director Karr noted we will have to bid out the public safety building. Chief Waycaster noted that he had gotten a response from a grant service that would find grants for public service facilities.

There was question as to whether or not the Town is able to get a loan for the e bikes and the police vehicle and combine as a loan for debt service.

It was noted that the TDA funding of \$200,000 could be used in two years and the Town could transfer the FY 22-23 TDA \$200,000 fund to create a FY 23-24 \$400,000 fund. Council ultimately decide to keep the \$200,000 in the CIP for FY 22-23.

After no further discussion, the Town removed \$14,000 from the capital and use some funding this year.

V. ADJOURNMENT

Prior to adjourning, Commissioner Proctor made a motion to adopt the 10-year CIP, as amended. Commissioner Doster seconded and the motion carried 3-0. The adopted CIP is attached as Attachment A.

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 2:30 p.m. Commissioner Doster seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman,
Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, MAY 10, 2022, 5:00 P.M. AT THE LAKE LURE TOWN HALL**

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

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

ABSENT: Commissioner Patrick Bryant

I. CALL TO ORDER

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

II. APPROVE THE AGENDA

Commissioner Jim Proctor made a motion to approve the Agenda, as presented. Commissioner Scott Doster seconded and the motion carried 3-0.

III. MAYOR'S COMMUNICATIONS

Mayor Carol C. Pritchett welcomed and thanked all for joining.

Mayor Pritchett thanked Olivia Stewman for the work that she had done as Interim Town Manager for the past six months. Mayor Pritchett noted that this was Ms. Stewman's last meeting as Interim Manager and presented Stewman with flowers and a card expressing appreciation.

IV. TOWN MANAGER COMMUNICATIONS

Interim Town Manager Olivia Stewman thanked Council and staff for giving her the opportunity to serve as Interim Town Manager. Stewman also reported on the May 9 budget retreat, recognized public safety personnel, announced that Corporal Aaron Collins had been selected for the Region C award, and thanked outgoing Americorp member Samantha Brooks for the work that she has done for the Town.

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. Commissioner DiOrio wanted to recognize David Lusk for his volunteer work at the Lake Lure Green Space. Commissioner DiOrio also recognized the late Bill Bay, who faithfully served on the LAB.

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.

Wade Oppliger, Bat Cave, provided Council and audience with Lake Lure Rowing Club brochures and invited everyone to explore the Lake Lure Rowing Club and look into their social media platforms for additional information.

Kathy Tanner & Flowering Bridge Education Task Force, explained that the Flowering Bridge is a 501(c) organization and that the organization is looking to create an education center. Kathy Tanner provided pamphlets. Tanner explained that permits have been applied for and that a grant had been awarded for the project. She explained that the beneficial nature of the education center and noted that the Flowering Bridge makes improvements to various aspects of the bridge when the education center is constructed.

There were no additional comments from the public.

VII. CONSENT AGENDA

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

Minutes of the May 10, 2022 Regular Town Council Meeting

Commissioner DiOrio made a motion to approve the Consent Agenda, as presented. Commissioner Doster seconded. Therefore, the Consent Agenda incorporating the following items was unanimously approved and adopted:

- A. Approval of the March 4, 2022 Reconvened Meeting Minutes, the April 12, 2022 Regular Meeting Minutes, and the April 27, 2022 Special Work Session Minutes
- B. Budget Amendment #330 – Covering Department Overruns-Fuel & Repairs/Maintenance of Vehicles
- C. Budget Amendment #331 – Covering Department Overruns- Supplies/Chemicals
- D. Budget Amendment #332 – Covering Department Overruns – Salary & Retirement
- E. Approval of the Dirty Dancing Festival as a Town Sanctioned Event with Suspension of Chapter 8 Article II: “Peddlers” Code of Ordinances; Waiver of the Noise Regulation; Chapter 20 Article I Sec. 20-28 of the Noise Regulation; and Suspension of Chapter 30, Article II Sec. 30- 19 through 30-35 Regulations and Article III Sec. 30-56 through 30-94.: Parking Violations; Enforcement.
- F. Approval of the “PAWS” (Pets are Worth Saving) Pet Fest at Morse Park with Suspension of Chapter 8 Article II: “Peddlers” Code of Ordinances; Waiver of Noise Regulation; Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

VIII. NEW BUSINESS

A. APPROVAL OF THE DBIA CONTRACT WITH DESIGN BUILDER RUBY-COLLINS, INC.

Interim Manager Stewman explained that the Town had to re-create and re-issue an RFQ for the design build services for the sewer replacement project in order to be eligible for additional funding. Stewman noted that the legal bidding process was completed and that Ruby-Collins in partnership with LaBella associates had been selected in a prior meeting. Stewman explained that Ruby-Collins had sent a proposed DBIA contract that had been reviewed.

Commissioner DiOrio made a motion to approve the DBIA contract with Design-Builder Ruby-Collins, Inc. Commissioner Proctor seconded and the motion carried 3-0.

IX. CLOSED SESSION

Commissioner Proctor made a motion to enter closed session in accordance with G.S. 143-318.11(a) (3) for the purpose of discussing attorney client privilege or legal claims. Commissioner DiOrio seconded and the motion carried 3-0.

Minutes of the May 10, 2022 Regular Town Council Meeting

During closed session, Council approved past closed session minutes and deliberated in regard to a legal claim.

Commissioner DiOrio made a motion to return to open session. Commissioner Doster seconded and the motion carried 3-0.

X. ADJOURNMENT

With no further business, Commissioner DiOrio made a motion to adjourn the meeting at 6:07 p.m. Commissioner Doster seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman,
Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, MAY 25, 2022, 8:30 A.M. AT THE LAKE LURE TOWN HALL

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Patrick Bryant (via Zoom)
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 8:30 a.m.

II. APPROVE THE AGENDA

Commissioner Diorio made a motion to approve the Agenda, with the addition of a new Item IV “drawdown schedule” and the renumbering of subsequent items. Commissioner Jim Proctor seconded and the motion carried 4-0.

III. EQUINOX ENVIRONMENTAL PRESENTATION – STREAM RESTORATION

Danvey Walsh, Equinox Environmental, gave a presentation regarding stream restoration. It was explained that equinox environmental had reached out to the Town in hopes to restore the stream locate on the Lake Lure Green Space property. Mr. Walsh noted that a few of the benefits of restoring the stream would be positive environmental impact, beautification, reduction of debris and sediment in the stream and in the lake, and financial compensation.

Mayor Pritchett asked Mr. Walsh to explain the criteria a stream must meet in order for Equinox Environmental to perform restoration measures. Mr. Walsh explained that the stream must be located at a suitable location and meet the need to be required, and funding is also a factor. Mr. Walsh noted that the stream at the Lake Lure Green Space is a prime candidate due to the need for restoration and the stream being located on a property with one sole owner, which makes obtaining easements more realistic. Mr. Walsh also noted that the project would not cost the town anything and, in fact, the Town would be paid as part of the project. Mr. Walsh stated that the only responsibility on the Town's behalf is to leave the surrounding land untouched.

It was asked what the next steps would be in the process, if the Town agrees to allow Equinox Environmental proceed with the project. Mr. Walsh stated that the next step would be to execute an Option Agreement and Equinox would begin working with the state to obtain necessary permits and documentation. Mr. Walsh noted that following the initial step, a design would need to be accepted and an easement would need to be recorded. Commissioner Proctor asked is the Option Agreement would require a waiting period. Town Attorney William Morgan agreed to look into this question. Commissioner DiOrio recommended that Equinox Environmental develop an Option Agreement and send to the Town for review.

Commissioner Proctor asked to see a map. Mr. Walsh agreed to provide Commissioner Proctor with a map.

Commissioner Proctor asked if there are native grasses in the area surrounding the stream. Mr. Walsh said that there are.

Commissioner Bryan asked if this project falls under regulatory reviews. Mr. Walsh said that it does fall under regulatory reviews. Community Development Director Michael Williams noted that there is already a 25 ft. trout buffer regulation for that stream.

It was asked if the property is well prepared for the restoration and it was indicated that it is, especially past Dittmer Watts. Commissioner Proctor suggested asking Parks, Recreation, and Lake Department staff and the Parks and Recreation Board to look into the Green Space property in terms of maintenance and mowing needs. Commissioner Bryant agreed to bring this to the attention of the Parks and Recreation Board, as the Council liaison to the board. Parks, Recreation, and Lake Director Dean Givens informed Council that staff is currently mowing a strip on each side of the walk way and the driving range area, at the Green Space.

IV. DRAWDOWN SCHEDULE

Commissioner DiOrio provided an update in regard to factors going into the drawdown schedule for the upcoming year such as elements of the sewer replacement project and dredging. Commissioner DiOrio noted that there is work being done to solidify the timeline and likeness of procurement of supplies for various projects and obtaining permits from outside entities. Council members were in consensus that the Town would announce the drawdown schedule decision at the June 14, 2022 regular Town Council meeting.

V. BUDGET DISCUSSIONS

Finance Director Sam Karr explained between the May 9th budget meetings and now, data from David Hill pay studies for Police and Fire have been solidified and included in the proposed FY 22-23 Budget. Assistant Finance Director Stephen Ford provided Council with a worksheet detailing the changes made. Members of Council questioned if the 5% Cost of Living Adjustment (COLA) is included in the updated figures for Police and Fire. Director Karr confirmed that the COLA is accounted for in the updated numbers.

Director Karr also noted that the cost of renting the Arcade Building area for the Community Development Department will cost \$1,500 a month and the budget has been updated to reflect this cost.

Council did not express any setbacks in regard to the update proposed budget numbers.

VI. PERSONNEL POLICIES

Interim Manager Olivia Stewman explained that comp time and take home vehicles were discussed at the May 9th budget meeting. Stewman noted that she had since worked on improving policies and that she will review the presented drafts with Mr. Hank Perkins when he begins his tenure as Town Manager.

Stewman presented Council with a draft of an amending overtime and comp time policy that allows a 40 hour maximum buildup of comp time before any hours worked over are converted into either overtime pay or sick leave time. Stewman noted that there may be issues in regard to converting hours worked over to sick leave time due to the setup of the North Carolina retirement system, but she agreed to look into this option further.

Stewman also explained there were minimal changes to the take home vehicle policy because the policy is adequate, but it has not been correctly abided by in the past. Stewman noted that there is certain criteria an employee must meet in order to be eligible for a take home vehicle. Commissioner DiOrio asked that Stewman obtain written justification from department heads for why each employee with a take home vehicle is eligible per the policy. Stewman agreed.

VII. COMMUNICATIONS PLAN FOR THE SEWER REPLACEMENT PROJECT

Commissioner Doster thanked the Utility Advisory Board and Communications Director Laura Krejci for their work in creating the Communications Plan for the Sewer Replacement Project.

Commissioner Doster explained that the plan has been in the works for a while, but has been recently updated in the wake of determining that the Town has access up to the 995 level and that easements are no longer needed.

Commissioner Doster expressed that the intent is to send out the plan and attachments to property owners located in Phase I and allow opportunities to speak with property owners and allow them to ask questions.

Commissioner DiOrio mentioned laterals every two lots and the possibility sending maps with the plan. Council members and Town Attorney William Morgan were in agreement.

Mayor Pritchett asked if there is plans to share information with all homeowners rather than only those located in Phase I of the project. It was recommended that Laura share the information on the website, so it will be accessible to all homeowners, but only mail out information to those in each phase being conducted.

Commissioner DiOrio recommended adding “subject to change” on segments of the plan and attachments. Commissioner DiOrio also noted that on Attachment B, the 10 x 10 should be removed but display the 995 section.

There was consensus that, with the recommended changes, all members of Council are in favor for the Communications Plan. Commissioner Doster stated that he will bring changes to Utility Advisory Board at the next meeting and finalize the document.

VIII. UTILITY ADVISORY BOARD DISCUSSION

Commissioner Doster explained that the Utility Advisory Board will have a significantly increased responsibility now that the Town Manager and Project Manager will be on-board soon. Commissioner Doster suggested that moving forward the two staff members work with Council on issues that the UAB has worked on in the past. It was discussed that the Utility Advisory Board may no longer be needed.

Commissioner Proctor asked if the UAB should be kept as a board until the Project Manager is on-boarded. Commissioner Doster expressed support for this option and indicated that the Board may still be able to meet as needed.

Commissioner DiOrio explained that there are good members on the Board who would be beneficial on other advisory boards.

Commissioner DiOrio explained that when construction starts, communication will increase and information will change, which will be hard for UAB members to keep up with. Commissioner DiOrio noted that the board could still be included in the communication aspect.

Consensus was to dissolve the Utility Advisory Board when the Project Manager is on-boarded with the Town.

IX. ORDINANCE AMENDMENTS PER SENATE BILL 300

Town Attorney William Morgan explained that the North Carolina General Assembly recently enacted Senate Bill 300 which removes the current presumption that all local ordinances may be enforced criminally and states that ordinances may be enforced criminally as provided in G.S. 14-4 only if the city specifies such in the ordinance. Attorney Morgan explained that if the Town wants to criminally enforce Town ordinances, it will now be required to detail information for each individual ordinance being enforced. Morgan also noted that SB 300 details various topics which cannot be criminally enforced.

Attorney Morgan explained that in order to comply, he has reviewed the existing Code of Ordinances and has drafted an ordinance amending various sections in order to bring the Town into compliance with SB 300.

Commissioner DiOrio recognized that the Police Department can enforce criminal codes, but asked who can cite civil codes. Attorney Morgan answered that civil codes are typically cited by police as well, but can be a department head. Commissioner DiOrio asked who gets money from citations. Attorney Morgan explained that money should go to the Town, unless it is possibly to charge criminally at all.

Parks, Recreation, and Lake Director Dean Givens asked if the Town could make a new citation book, much like the Lake Use Regulations. Attorney Morgan noted that this is possible, but there would be limitations. Commissioner DiOrio recommended categorizing civil and criminal citations in the future.

Attorney William Morgan is going to re-review the Code of Ordinances to ensure that there were no items missed and will look into a few other scenarios the Town might want to add. Attorney Morgan agreed to have the ordinance completed by the June 14, 2022 regular Council meeting.

X. ABC DISCUSSION

Commissioner Proctor reported that all is well with the ABC Board. There was no further discussion.

XI. ADJOURNMENT

With no further business, Commissioner Proctor made a motion to adjourn the meeting at 10:30 a.m. Commissioner DiOrio seconded and the motion carried 4-0.

ATTEST:

Olivia Stewman,
Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL
HELD MONDAY, JUNE 6, 2022, 1:30 P.M. AT THE LAKE LURE MUNICIPAL CENTER**

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

William Morgan, Jr., Town Attorney
William H. Perkins, Jr., Town Manager

ABSENT: Commissioner Patrick Bryant

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 1:36 p.m.

II. AGENDA ADOPTION

Commissioner Proctor made a motion to adopt the agenda, as presented. Commissioner DiOrio seconded and the motion carried 3-0.

**III. REVIEW AND DISCUSS THE DRAFT GUARANTEED MINIMUM PROJECT
(GMP) FOR THE GLS PROJECT**

New Town Manager William “Hank” Perkins explained that the Town had received the Guaranteed Minimum Project (GMP) numbers for the GLS project last week, a day late.

Manager Perkins announced that he will be discussing the proposed numbers with Ruby-Collins and Labella Associates and will present the Town’s initial response to the proposed GMP. Manager Perkins explained that the Town’s goal is to have the official GMP by the end of June after holding additional discussions with Ruby-Collins and LaBella Associates.

**IV. REVIEW AND DISCUSS WASTEWATER COLLECTION AND TREATMENT
SERVICE LETTER FROM CHIMNEY ROCK**

Manager Perkins explained that Mayor O’Leary of Chimney Rock Village had sent a letter to Mayor Pritchett in regard to a proposed agreement between Chimney Rock and Lake

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Lure which allows Chimney Rock to collect revenues since the Village is overtaking the sewer system once owned by Rutherford County. Perkins noted that the next step is to arrange a meeting with representatives for Chimney Rock Village and craft an agreement that meets the need of both parties.

Manager Perkins explained that Chimney Rock Village proposed that the Town of Lake Lure continue to collect billing from but return a portion of revenues to the Village, which is one of the aspects that need further conversation.

Commissioner Proctor asked which party would be responsible for maintenance and upkeep of the system if Chimney Rock's proposal is accepted. Manager Perkins explained Chimney Rock Village is proposed that the Town of Lake Lure continue to maintain the upkeep the system.

Commissioner DiOrio provided context in regard to the conditions of the Chimney Rock Village sewer system, which used to be owned by Rutherford County. Commissioner DiOrio also noted that the current flow exceeds the limit detailed in the agreement signed by the Town of Lake Lure and Rutherford County in the 1970s. Commissioner DiOrio explained that Chimney Rock Village overtook the system from the County contract and now must maintain the system with the stipulations detailed in the original agreement. Commissioner DiOrio provided information that Chimney Rock is charged the same rate as Town of Lake Lure residents. Commissioner DiOrio expressed his thought that Chimney Rock Village asking for a portion of returned revenue is undermining the Town of Lake Lure and interferes with funding the existing debt service for \$12.5 million. DiOrio expressed that Chimney Rock can use their funding stream, but cannot tap into Town of Lake Lure funds. It was mentioned that the proposal indicates that Chimney Rock wants to collect an additional fee and become revenue neutral.

Council's overall consensus was that the Town of Lake Lure wants to support Chimney Rock Village, but without negatively impacting Town of Lake Lure funds.

Commissioner Doster asked if there has been any updates to the Chimney Rock system. Commissioner DiOrio explained that the main line is owned by the Village and others are private. Commissioner Proctor provided information that the system was replaced in 1999.

Public Services Dean Lindsey explained his perspective that it will still take a lot of man power and time to maintain the Chimney Rock Village system. Commissioner DiOrio recommended that the Town charge more or add an administrative fee if Lake Lure staff continues to maintain the Chimney Rock System

Town Manager Perkins agreed to further delve into the matter and meet with Chimney Rock Village representatives. Perkins expressed that he plans to have additional information by the June 14, 2022 regular Council meeting.

V. ADJOURMENT

Commissioner Doster motioned to adjourn the meeting. Commissioner Proctor seconded and all voted in favor. The meeting was adjourned at 1:51 p.m.

ATTEST:

Olivia Stewman,
Town Clerk

Mayor Carol C. Pritchett

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

Meeting Date: June 14, 2022

SUBJECT: During budget deliberations, it was consensus of town council to move 2 capital requests into this year's budget.

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: B
Department: Capital Outlay
Contact: Sam Karr
Presenter: Sam Karr

BRIEF SUMMARY: Move 2 capital request for next year's budget (E-Bikes-Fire Dept. & Docks) into this year's Capital Outlay expenditure budget.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve budget amendment #333

FUNDING SOURCE:

Transfer from Fund Balance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Accept budget amendment #333.

**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: Capital Outlay

Purpose: To move 2 FY 2022-23 capital budget requests into the year's budget. E-Bikes (Fire \$14k) and Docks (\$86k).

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
574	10-800000		\$14,000	\$14,000
593	10-800000		\$86,000	\$86,000

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: **\$100,000**

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: June 14, 2022**

SUBJECT: Replace two boat motors in Lake & Parks budget.

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: C
Department: Capital Outlay
Contact: Sam Karr
Presenter: Sam Karr

BRIEF SUMMARY: Replace two boat motors that broke and beyond repair.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve budget amendment #334

FUNDING SOURCE:

Transfer from Fund Balance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Accept budget amendment #334.

**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: Capital Outlay-Lake & Parks

Purpose: To replace two broken down boat motors beyond repairs.

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
545	10-800000		\$20,000	\$20,000

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: **\$20,000**

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: June 14, 2022**

SUBJECT: According to Manager's contract "The Town shall pay a one-time movingrelocation expense in the amount of \$15,000."

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: D
Department: Adm
Contact: Sam Karr
Presenter: Sam Karr

BRIEF SUMMARY: Moving Expense for new town manager

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve budget amendment #335

FUNDING SOURCE:

Transfer from Fund Balance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Accept budget amendment #335.

**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: Administration

Purpose: One-time moving relocation expense for new town manager.

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
310	10-413000		\$15,000	\$21,500

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: **\$15,000**

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: June 14, 2022**

SUBJECT: To recognize Buffalo Creek parking lot in the budget.

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: E
Department: Adm
Contact: Sam Karr
Presenter: Sam Karr

BRIEF SUMMARY: To recognize Buffalo Creek parking lot expenses & revenues.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve budget amendment #336

FUNDING SOURCE:

Transfer from Fund Balance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Accept budget amendment #336.

**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: Capital-General

Purpose: Recognize Buffalo Creek Parking Lot.

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
548	10-80000		\$48,000	\$48,000

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

Account Name: **TDA Grant**
Account Number: **10-383462**
Amount: **\$40,000**

Account Name: **Contributions-RBR (\$5k) & Rutherford Coalition (\$2k)**
Account Number: **10-383901**
Amount: **\$7,000**

Account Name: **Transfer From Fund Balance**
Account Number: **10-398604**
Amount: **\$1,000**

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: June 14, 2022**

SUBJECT: 2022-2023 Fee Schedule

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: F
Department: Admin
Contact: William H. Perkins, Jr., Town Manager
Presenter: William H. Perkins, Jr., Town Manager

BRIEF SUMMARY:

There are no changes between the 21-22 Fee Schedule and the proposed 22-23 Fee Schedule. The purpose of this item is to formally adopt the fee schedule for this the fiscal year 22-23, excluding the Lake Use Fee Schedule which is adopted by Marine Commission on a calendar year schedule.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt the 2022-2023 Fee Schedule

ATTACHMENTS: FY 22-23 General Fee Schedule; FY 22-23 Utility Billing Fee Schedule; FY 22-23 Land Use Fee Schedule

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that Council adopt the 2022-2023 Fee Schedule.

GENERAL FEES				Effective: FY 2022-2023	
Rental Facilities	Standard Rate	Discounted Rate (for qualifying charitable events /Town Employees		Security Deposit	Trash Disposal Fee
Lake Lure Pavilion (Gazebo) - per event	\$500	\$100		\$250	\$200
Community Hall - Half Day Rental (<4 Hours)	\$100	\$50		\$250	
Community Hall - Full Day Rental (>4 Hours)	\$200	\$50		\$250	
Morse Park Meadows Rental Rates	Standard Rate			Security Deposit	Trash Disposal
Meadows - Full Day Rental	\$250			\$250	\$200
Meadows - Full Day Rental - Qualifying Charitable Event	\$100			\$250	\$200
Electric Hook-up	\$10 per day				
Water Hook-up	\$10 per day				
Beach Rental Rates	Standard Rate	Organizations qualified with a 501(c)(3) designation			
Beach Rental Rates (outside of the established business hours)	\$50 per hour	\$0			
Vendor Fees for Town Events					
12 x 12 Booth	\$75.00				
Electricity	\$25.00				
Water Hook-up	\$25.00				
Beer & Wine Permits	Beer	Fortified Wine & Unfortified Wine	Unfortified Wine	Fortified Wine	
Off Premise (annual)	\$5	\$10	\$10		
On Premise (annual)	\$15	\$15	\$10	\$15	
Public Records Research & Reproduction (extensive)					
Labor - Town Manager (hourly rate)	\$65				
Labor - Town Clerk (hourly rate)	\$25				
Paper Copies (Black/White) each	\$0.05				
Paper Copies -Color (each page)	\$0.10				
CD/DVD	\$1.25				
Other Administrative Fees/Rates					
Lake Lure License Plates	\$15				
Lake Front Address Signs	\$15				
County Maps	\$5				
Copies (each 8 1/2" X 11")	\$0.25				
Large Format Copy Black/White 24"	\$3.00				
Large Format Copy Black/White 36"	\$4.00				
Large Format CopyBlack/White 42"	\$5.00				
Large Format Copy Color 24"	\$6.00				
Large Format Copy Color 36"	\$8.00				
Large Format Copy Color 42"	\$10.00				
Fax (sending)	\$5, for up to 5 pgs. (\$1/each add. pg.)				
NSF - Return Check Fee	\$25				
Printed Police Report	\$3				
FIRE (these fees do not apply to non-profit and charitable events in Town)					
Fire Inspection	Inspection Fee	Reinspection	2nd Reinspection		
0 - 2,500 Square Feet	\$20.00	No Fee	\$40.00		
2501 - 5,000 Square Feet	\$30.00	No Fee	\$60.00		
5,001 - 10,000 Square Feet	\$50.00	No Fee	\$100.00		
10,001 - 25,000 Square Feet	\$60.00	No Fee	\$120.00		
25,001 - 50,000 Square Feet	\$70.00	No Fee	\$140.00		
50,001 - 100,000 Square Feet	\$80.00	No Fee	\$160.00		
100,001 - 500,000 Square Feet	\$100.00	No Fee	\$200.00		
500,001 - PLUS Square Feet	\$150.00	No Fee	\$300.00		
Fire Protection Ordinance Civil fines					
Class A	\$300.00				
Class B	\$150.00				
Class C	\$75.00				
Class D	\$50.00				
Carnivals and Fairs	\$50 per event				
Covered Mall Buildings	\$500 per year				
Explosives	\$50 for 48 hours				
	\$100 for 30 days				
Use of Outdoor Fireworks (does not include personnel or standby)	\$100 per event (\$500/event after 5th permit issued in fiscal year)				
Flammable Liquids	\$50.00				
Fumigation and thermal insecticidal fogging	\$100.00				
Liquid or gas vehicles or equip. in assembly	\$50.00				
Open burning and open flame use	\$50.00				
Pyrotechnics Special Effects	\$50.00				
Fireworks Tent	\$300 for 30 days				
Assembly Tent	\$50.00				
All other Tents requiring a Permit					
Any other operational permits not listed above required by NC Fire Code	\$50.00				
Dedicated Services of Fire/Rescue Personnel					
Firefighter (hourly rate or portion of any hour, 2-hour min.)	\$30.00				
Fire Inspector/Company Officer (hourly rate or portion of any hour, 2-hour min.)	\$50.00				
Chief Officer (hourly rate or portion of any hour, 2-hour min.)					
Dedicated Standby of Emergeny Apparatus					
Support Vehicle Chiefs Vehicle	\$25 per hour				
Light duty/quick response vehicle, boat	\$50 per hour				
Brush Truck	\$75 per hour				
Fireboat	\$100 per hour				
Fire Engine/Tanker	\$150 per hour				

UTILITY BILLING			Effective: FY 2022-2023	
Water & Sewer Connections	Water Inside Rate	Water Outside Rate	Sewer Inside Rate	Sewer Outside Rate
Connection 3/4" or less	\$1,155	\$1,445		
Connection 1"	\$1,735	\$2,080		
Connection 2"	\$2,890	\$3,235		
Connection 3"	\$4,045	\$4,620		
Connection 4"	\$5,780	\$6,355		
Connection 4" or less			\$1,155	\$1,445
Connection 6"			\$1,735	\$2,080
Connections 8"			\$2,890	\$3,235
Discovery of Unapproved Connection:			Double Tap Fee + 2 yrs service back pay	
Monthly Water Rates				
Basic Service Residential	\$35.00	\$70.00		
Basic Service Commercial	\$42.00	\$85.00		
Usage 0-5,000 gals. (per 1,000 gal. rate)	\$5.80	\$11.60		
Usage over 5,000 - 20,000 gals.	\$6.66	\$13.32		
Usage over 20,000 gals.	\$7.44	\$14.88		
Monthly Sewer Rates				
Residential User			\$90.00	\$180
Comm.- Small User			\$103.00	\$206
Comm.-Medium User			\$182.00	\$364
Comm.- Large User			\$286.00	\$572
Comm.- X Large User			\$627.00	\$1,254
Comm.- XX Large User			\$1,254.00	\$2,508
Other Fees				
Late Payment	\$25.00	\$25.00	\$25.00	\$25.00
Water Turn-On Fee (voluntarily turned off)	\$40.00	\$40.00		
Utility deposit for renters	\$200.00	\$200.00	\$200.00	\$200.00
Transfer Fee	\$20.00	\$20.00	\$20.00	\$20.00
Re-connection Fee (non-payment cutoff)	\$200.00	\$200.00	\$200.00	\$200.00
Chimney Rock Water Bimonthly Rates	Basic Service			
Basic Service Residential	\$60.00			
Usage 0-5,000 gals. (per 1,000 gal. rate)	\$2.50			
Usage over 5,000 - 20,000 gals.	\$3.00			
Usage over 20,000 gals.	\$4.00			
Garbage / Recycling				
Curbside Residential Garbage Collection (weekly)		free	included in taxes	
Curbside Collection of Hard Trash or Lake Debris		free	by appointment	
Curbside Recycling Collections		\$8.50/month		
Recycle Bins (each)		\$12.00		
Recycle Bin Lids (each)		\$8.00		

LAND USE				Effective: FY 2022-2023
Subdivision Applications				
Master Plan Application	\$330			
Minor - Final Plat	\$250			
Major Preliminary Plat	\$820 + \$50 per lot			
Major Final Plat	\$500			
Plat Review	\$90			
Professional Fees for DRC Reviews	<1 acres of land disturbance	1-5 acres of land disturbance	5 or more acres of land disturbance	
Erosion Control Plan	\$250	\$390	\$550	
Stormwater System	\$250	\$390	\$550	
Water System	\$90	\$330	\$400	
Sewer System	\$90	\$330	\$530	
Road Plan	\$50	\$320	\$430	
Sketch Plan (if requested)	\$370	\$370	\$370	
Each additional acre			\$90	
Zoning Applications				
Certificate of Zoning Compliance	see below			
Class I	\$210			
Class II	\$250			
Class III	\$290			
Class IV	\$330			
Vacation Rental Permit	\$300			
Conditional Use Permit	\$410			
Special Use Permit	\$410			
Conditional District Application	\$1,040			
Community Shopping Center	\$820			
Zoning Variance	\$480			
Zoning Text Amendment	\$510			
Zoning Map Amendment	\$510			
Zoning Appeal	\$300			
Permanent Sign	\$120 + \$1 per sq. ft. over 24			
Temporary Sign	\$120 + \$1 per day (waived for nonprofit comm. events)			
Temporary Mobile Food Vendor Permit	\$160			
Civil Penalties for Zoning Violations (For each day the violation is not corrected, the violator will be				
Notice of Violation	\$0			
1st Citation	\$65			
2nd Citation	\$130			
3rd Citation	\$260			
4th Citation	\$510			
Code Enforcement Appeal (Non-Zoning)				
Appeals Other than Zoning	\$80			
GIS Maps (Custom Mapping)				
24"	\$25			
36"	\$30			
42"	\$40			
ENVIRONMENTAL MANAGEMENT				
Land Disturbance Applications	<1 acres of land disturbance	1-4.9 acres of land disturbance	5 or more acres of disturbance	
<100 sq. ft.	no permit			
100 sq. ft. - 499 sq. ft.	\$15			
500 sq. ft. - 10,000 sq. ft.	\$160			
> 10,000 sq. ft.	\$160/10,000 sq. ft.			
One Acre (43,560Sq. Ft.)		\$640		
Each 10,000 over 1 acre		\$160		
Five Acres			\$4,000	
Each Additional Acre			\$800	
Licenses				
Tree Service Provider	\$20.00			
Tree Service Handbook	\$12.50			

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

Meeting Date: June 14, 2022

SUBJECT: Salary Grade Schedule

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: G
Department: Admin
Contact: William H. Perkins, Jr., Town Manager
Presenter: William H. Perkins, Jr., Town Manager

BRIEF SUMMARY:

The salary grade schedule has been updated to reflect the FY 22-23 proposed budget, including all increases and a 5 percent cost of living adjustment.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Salary Grade Schedule

ATTACHMENTS: Salary Grade Schedule

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that Council adopt the Salary Grade Schedule

Salary Grade Schedule 2022-2023

Salary Grade	Classification	FLSA	Minimum	Mid-point	Maximum
10		N	\$24,920	\$31,150	\$37,381
11		N	\$26,167	\$32,708	\$38,919
12		N	\$27,475	\$34,343	\$41,213
13		N	\$28,849	\$36,061	\$43,273
14		N	\$30,290	\$37,863	\$45,436
15	Utility Maintenance Technician I	N	\$31,806	\$39,757	\$47,888
16		N	\$33,397	\$41,745	\$50,093
17		N	\$35,066	\$43,832	\$52,599
18	Firefighter	N	\$36,819	\$46,024	\$55,229
18	Administrative Support Specialist	N	\$36,819	\$46,024	\$55,229
18	Police Administrative Assistant	N	\$36,819	\$46,024	\$55,229
19	Firefighter Engineer	N	\$38,660	\$48,325	\$57,990
19	Police Officer	N	\$38,660	\$48,325	\$57,990
19	Utility Maintenance Technician II	N	\$38,660	\$47,424	\$57,990
20	Customer Service Specialist	N	\$40,594	\$50,685	\$60,890
20	Hydroelectric Dam Operator I	N	\$40,594	\$48,272	\$60,890
20	Fire Lieutenant	N	\$40,594	\$50,685	\$60,890
20	Utility Maintenance Technician III	N	\$40,594	\$50,685	\$60,890
21	Police Corporal	N	\$42,624	\$53,278	\$63,934
22	Hydro Utilities Technician	E	\$44,754	\$55,942	\$67,130
22	Fire Captain	N	\$44,754	\$55,942	\$67,130
22	Public Works Supervisor	E	\$44,754	\$55,942	\$67,130
22	Parks Recreation and Trails Coord	N	\$44,754	\$55,942	\$67,130
23	Code Enforcement / GIS Specialist	N	\$46,992	\$58,739	\$70,487
23	Dev. & Env. Review Specialist	N	\$46,992	\$58,739	\$70,487
23	Police Sergeant	N	\$46,992	\$58,739	\$70,487
23	Sewer & Street Supervisor	N	\$46,992	\$58,739	\$70,487
23	Water System Supervisor	N	\$46,992	\$58,739	\$70,487
24	Asst Fire Chief/Asst Emerg Mgmt Dir	N	\$49,340	\$61,676	\$74,012
24	Town Clerk	N	\$49,340	\$61,676	\$74,012
25	Police Lieutenant	N	\$51,808	\$67,065	\$77,713
26	Hydro Utilities Supervisor	E	\$54,398	\$67,998	\$81,597
26	Human Resources Specialist	N	\$54,398	\$67,998	\$81,597
27	Assistant Community Dev. Director	N	\$57,119	\$71,399	\$85,677
27	Communications Director	N	\$57,119	\$71,399	\$85,677
28		E	\$59,974	\$71,399	\$89,961
29	Community Development Director	E	\$62,973	\$78,716	\$94,461
29	Assistant Finance Director	N	\$62,973	\$78,716	\$89,963
29	Fire Chief/Emergency Management Director	E	\$62,973	\$78,716	\$94,461
29	Dam and Hydroelectric Director	E	\$62,973	\$78,716	\$94,461
29	Parks Recreation and Lake Director	E	\$62,973	\$78,716	\$94,461
29	Public Works Director	E	\$62,973	\$78,716	\$94,461
30	Police Chief	E	\$66,122	\$82,651	\$99,182
31	Finance Director	E	\$69,428	\$86,785	\$104,142
31	Public Services Director	E	\$69,428	\$86,785	\$104,142
32	Project Manager	E	\$72,900	\$91,125	\$109,349
33		E	\$76,544	\$95,680	\$114,818
34		E	\$80,371	\$100,464	\$120,557
35		E	\$84,390	\$105,488	\$126,586

IX

NEW BUSINESS

- A. Resolution No. 22-06-14B Appointing Stephen Ford as Finance Officer**
- B. Valve Procurement Bid Decision**
- C. Option Agreement with Equinox Environmental**
- D. Ordinance No. 22-06-14A Amending the Town of Lake Lure Code of Ordinances to Decriminalize Certain Ordinances and Otherwise to Bring Said Code Into Compliance with Senate Bill 300 (S.L. 2021-138) Regarding the use of Misdemeanor Charges to Enforce Code Violations**
- E. Board of Adjustment / Lake Structure Appeals Board Member Appointment**
- F. Drawdown Schedule**

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: June 14, 2022**

SUBJECT: Resolution No. 22-06-14B Appointing Stephen Ford as Finance Officer

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Finance
Contact: William H. Perkins, Jr., Town Manager
Presenter: William H. Perkins, Jr., Town Manager

BRIEF SUMMARY:

Long time Finance Director Sam Karr is retiring on June 24, 2022. Stephen Ford had been hired as the Assistant Finance Director in 2021 and has since shown exemplary work ethic, ability to learn, financial knowledge, and has been a true asset to the Town. Resolution No. 22-06-14B appoints Stephen Ford as Finance (Officer) Director upon the retirement of Sam Karr.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt Resolution No. 22-06-14B Appointing Stephen Ford as Finance Officer

ATTACHMENTS: Resolution No. 22-06-14B Appointing Stephen Ford as Finance Officer

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends that Council adopt Resolution No. 22-06-14B Appointing Stephen Ford as Finance Officer



**RESOLUTION NO. 22-06-14B
APPOINTING STEPHEN FORD
FINANCE OFFICER**

WHEREAS, North Carolina General Statute 159-24 requires that each city government have a finance officer who is legally responsible for establishing the accounting system, controlling expenditures, maintaining cash and other assets, and preparing financial reports;

WHEREAS, the Lake Lure Town Charter and Section 2-80 of the Town of Lake Lure Code of Ordinances requires the Town Council to appoint a Finance Officer;

WHEREAS, the Finance Officer performs the duties required by general statutes, the Town Charter, or by the Council; and

WHEREAS, the duties of the Finance Officer are listed in Section 2-80 of the Lake Lure Code of Ordinances and in G.S. 159-25; now

THEREFORE, BE IT RESOLVED that on behalf of the Lake Lure Town Council and the citizens of the Town of Lake Lure, the Lake Lure Town Council appoints Stephen Ford as the Finance Officer. This Resolution shall become effective on June 25, 2022.

READ, APPROVED AND ADOPTED, this 14th day of June, 2022.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: June 14, 2022**

SUBJECT: Valve Procurement Bid Decision

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Dam
Contact: Jonathan Pittman, PE, Schnabel Engineering
Presenter: William H. Perkins, Jr., Town Manager

BRIEF SUMMARY:

Bid opening for the procurement of a 72” Knife Gate Valve and a 60” Jet Flow Valve took place on Friday, May 27, 2022 at 10:00 a.m. The RFQ notes that the valves are bid individually. The Town received one bid from DeZURIK for both valves equating to \$692,611 for the 72” Knife Gate Valve and \$1,426,963 for the 60” Jet Flow Valve. After full review, Schnabel Engineering recommends that the Town award the knife gate valve to DeZURIK, but rebid the jet flow gate valve in hopes of obtaining competitive pricing that is more in line with the Town’s budget for that valve.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the recommendation from Schnabel Engineering and award the knife gate valve to DeZURIK, but rebid the jet flow gate.

ATTACHMENTS:

N/A (Full bid is available upon request)

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends that Council award the knife gate valve to DeZURIK, but rebid the jet flow gate.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: June 14, 2022**

SUBJECT: Option Agreement with Equinox Environmental

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Parks, Recreation, and Lake
Contact: Danvey Walsh, Equinox Environmental
Presenter: William H. Perkins, Jr., Town Manager

BRIEF SUMMARY:

At the May Town Council workshop, Mr. Danvey Walsh with Equinox Environmental conducted a presentation in regard to stream restoration and the possibility of restoring the stream located at the Lake Lure Green Space property. Benefits of restoring the stream include environmental sustainability, reduced debris and sediment (in the stream and in the lake), and more. A deed of conservation easement would be required. The Town would receive money for the project. Attorney William Morgan has received the option agreement and easement templates. Mr. Walsh plans to have a proposed option agreement to the Town on Monday, June 13. Equinox Environmental is proposing that the Town sign an option agreement and agree to proceed with the project.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To agree to proceed with the project and sign an option agreement.

ATTACHMENTS:

Option Agreement Template; Deed of Conservation Easement Template

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that Council agree to proceed with the project and sign an option agreement.

**OPTION AGREEMENT FOR
PURCHASE AND SALE OF EASEMENT**

THIS AGREEMENT made this _____ day of _____, 2021, by and between EW Solutions, LLC or its Assigns ("Buyer"), and _____, ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Option"**: an exclusive option granted to Buyer by Seller as of the Effective Date for the purchase of an easement on the Easement Area.

(b) **"Easement Area"**: those portions of the real property identified by Parcel Identification Number _____ - _____ in _____ County, North Carolina as shown on Exhibit A attached hereto, which is a portion of that property conveyed to Seller by deed recorded in Book _____, Page _____, _____ County Registry. A survey will be prepared and paid for by Buyer during the Option Period which shows the Easement Area and acreage more particularly (the "Survey"), which Survey must be agreed to by Buyer and Seller. In order to provide notice of this Option Agreement, the Parties agree to execute a Memorandum of Option for recording in the public records of _____ County, North Carolina.

(c) **"Purchase Price"**: the sum of \$ _____ (_____ and no/100 dollars) per acre for approximately _____ acres, subject to adjustment based on the final agreed-upon Survey. The total land purchase is estimated to be \$ _____ dollars, subject to adjustment based on the final agreed-upon Survey. At Closing, the Purchase Price shall be paid in cash directly to the Seller.

(d) **"Closing"** shall occur on or before forty-five (45) days after the Buyer's exercise of this Option.

(e) **"Option Period"**: the period beginning on the date of acceptance of this Agreement extending through _____. If Buyer determines, in its sole discretion, not to exercise the Option by the end of the Option Period, Buyer may terminate this Agreement by written notice to Seller. If Buyer fails to exercise its Option by providing written notice to Seller prior to the end of the Option Period (and in such event will provide all reasonable documentation in order to terminate the Memorandum of Option filed of record), this Agreement shall terminate automatically.

(f) **Costs**: Buyer is responsible for all costs associated with completion of Examination of Conditions during the Option Period. During the Option Period, Buyer, its agents, or its representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. Buyer shall not disclose any information regarding the Property unless required by law. No invasive testing may be performed without Seller's express prior written consent. Buyer assumes all responsibility for its acts and the acts of its agents or representatives in exercising rights under this Section and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections.

"Examination of Conditions" consists of the following:

- (i) **Site Assessment**: Satisfactory results of Phase I Environmental Site Assessment Transaction Screen.
- (ii) **Endangered Species**: Determination of no potential issues (rare or endangered species) with respect to significant natural resources.

(iii) **Cultural Resources:** Determination of no impacts to cultural resources with architectural, historic, or archaeological significance.

(iv) **Title Examination:** After the date of execution of this Agreement by Seller, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the Closing. In the event that such title examination shall show that Seller's title is not good, marketable, fee simple and insurable at regular rates and otherwise in accordance with this Agreement, then the Buyer shall notify the Seller in writing of all such title defects and exceptions and exceptions, and Seller shall have ten (10) days to respond to Buyer as to whether Seller will attempt to cure any title defect. If Seller fails to respond, it shall be deemed that Seller has elected not to cure the defect, and Buyer may terminate this Agreement. Title to the Property must be insurable at regular rates, subject only to Permitted Exceptions. The date of closing may, at the election of Buyer, be extended to the extent necessary to allow Seller to cure any defects and exceptions as provided above.

(v) **Intended Use:** Buyer must determine, in its sole discretion, that the Property is suitable for Buyer's Intended Uses and Activities.

(g) **"Intended Uses and Activities"** shall have the meaning more particularly set forth below. Buyer intends to enter upon the Property during the term of the Easement at any time and from time to time for the purpose of (i) constructing, restoring, preserving and maintaining streams, wetlands, habitats and ecosystems located on the Property, (ii) performing other conservation activities similar to those described in clause (i) above, and (iii) performing other activities necessary to facilitate or otherwise incidental to those described in clauses (i) and (ii) above. The activities described in the immediately preceding sentence are herein sometimes referred to collectively as the "Conservation Activities." In connection with the Conservation Activities, Buyer intends, at any time and from time to time, (i) to subject all or a portion of the Property, or cause all or a portion of the Property to be subjected, to one or more easements, covenants, conditions and restrictions (collectively, the "Conservation Easements"), and (ii) to apply for, obtain, sell, transfer, convey, assign, pledge and otherwise trade certain governmental permits, approvals, consents, licenses, credits and other Conservation benefits and rights (collectively, the "Conservation Benefits") related to the Conservation Activities and the Conservation Easements. The use of the Property for the Conservation Activities, the granting or other creation of the Conservation Easements and the application for, and the receipt, sale, transfer, conveyance, assignment, pledge and other trading of, Conservation Benefits, are hereinafter sometimes referred to collectively as the "Intended Uses and Activities."

(h) **"Seller's Notice Address"** is as follows: _____, _____, NC _____.

(i) **"Buyer's Notice Address"** is as follows: EW Solutions, LLC, 37 Haywood Street, Asheville, NC 28801.

(j) **"Easement"** means an easement granted at the time of Closing by Seller to Buyer and its successors and assigns for the purpose of permitting Buyer and its successors and assigns to engage in Buyer's Intended Uses and Activities on and with respect to the Property in the form attached hereto as Exhibit "B". The Easement shall be freely assignable by Buyer only to the State of North Carolina without the prior consent or approval of Seller. Any other assignment or transfers requires the prior written consent of Seller. The Easement shall run with the land and shall burden the Property. The Easement shall expressly provide that all Conservation Benefits shall belong to and be the property of Buyer and that all proceeds received from the sale or other disposition of the Conservation Benefits shall belong to and be the property of Buyer.

Section 2. Grant of Option; Sale of Easement: Subject to receiving the written consent of the members and managers of the Sellers, as set forth in paragraph 18 below, Seller hereby grants to Buyer the Option to purchase the Easement on the terms and conditions set forth in this Agreement. Buyer has the right to exercise the Option at any time during the Option Period by delivering to Seller a written notice stating that Buyer is exercising the Option, and Seller agrees to sell the Easement on the Property for the Purchase Price set forth above. Seller further agrees not to sell or otherwise transfer any interest in the Easement Area that would adversely affect the rights of the Buyer during the term of this Agreement.

Section 3. Payment of Costs: Seller agrees to continue to pay all property taxes or any other assumed liabilities if any. All such taxes and liabilities shall be current and fully paid as of Closing. Buyer shall pay for deed stamps and other conveyance fees, and shall pay recording costs, costs of any title search, title insurance, survey, and easement preparation.

Section 4. Payment of Purchase Price: Buyer shall pay the Purchase Price in accordance with all the terms and conditions of this Agreement.

Section 5. Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer within thirty (30) days after Buyer completes its title examination ("Permitted Exceptions"). Seller represents and warrants Seller is the fee simple owner of the Property.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer) of the following conditions:

(a) **Same Condition:** If the Property is not in substantially the same condition as of the date of this Agreement, reasonable wear and tear and Acts of God such as floods excepted, then Buyer may terminate the Agreement and provide documentation to terminate the Memorandum of Option of record.

(b) **Representations:** The representations of Seller as set forth in this Agreement must be true and current on the date of Closing. All such representations shall survive Closing.

Section 7. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal within the buildings on the Property or otherwise on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec. 1251, *et. seq.* (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1371) (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, *et. seq.* (42 U.S.C. Sec. 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601, *et. seq.* (42 U.S.C. 9601). Seller further represents that it has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts, and it has no reason to suspect that such use or disposal has occurred, either during or prior to its ownership of the Property.

Section 8. Risk of Loss/Damage/Repair: Until and subsequent to Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. If the Property is not in substantially the same condition as it was on the date of this Agreement, Buyer may elect to terminate this Agreement.

Section 9. Closing: The Closing shall consist of the execution and delivery by Seller to Buyer of a Deed of Easement in the form attached hereto as Exhibit "B" and other documents customarily executed by a Seller in similar transactions, as well as payment of the Purchase Price by Buyer.

Section 10. Other Provisions and Conditions:

- (a) Buyer does not have the authority to acquire the Property by Eminent Domain (Condemnation).
- (b) Buyer shall pay for boundary and topographic surveys and all inspections conducted by Buyer.
- (c) Buyer agrees to construct fencing around the perimeter of the Easement Area for the purposes of excluding livestock.
- (d) Buyer agrees to construct gated crossings at breaks in the Easement Area in locations to be determined by Seller and lessee.
- (e) Buyer agrees to construct high-impact areas with watering tanks in locations to be determined by Seller and lessee.
- (f) Buyer agrees to fund the installation of a well or wells, well pump(s), pipes and all other necessary infrastructure to service water to aforementioned watering tanks at constructed high-impact areas.

Section 11. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or delivered (or delivery refused)

by United States mail, registered or certified, return receipt requested, or recognized overnight delivery carrier such as FedEx, to the addresses set out in Section 1(f) as to Seller and in Section 1(g) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 12. Entire Agreement: This agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

Section 13. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no owners' association special assessments. Seller shall pay all confirmed owners' association assessments and all confirmed governmental assessments, if any.

(b) **Compliance:** To the best of Seller's knowledge and belief, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 14. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the Deed of Easement. Seller shall after the Closing and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Easement described herein in accordance with this Agreement. Without limiting the generality of the foregoing, Seller shall, at no cost to Seller, cooperate with Buyer in connection with Buyer's Intended Uses and Activities, and such cooperation shall include, but not be limited to, the execution and delivery by Seller of applications for Conservation Benefits and such Conservation Easement and any amendments thereto, as Buyer may reasonably require and as may be necessary and/or appropriate for Buyer's Intended Uses and Activities. The obligations of Seller under this Section 14 shall survive Closing.

Section 15. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located.

Section 16. Work to be performed by Buyer and EW Solutions, LLC if Contract or Easement is assigned or given to the State of North Carolina. EW Solutions, LLC, either as Buyer or as the entity performing any work on the Property during the Option Period or during the Easement term, its agents or representatives, shall conduct all work performed on the Property in a good and workmanlike manner and in accordance with industry standards and shall allow no mechanics or materialmen's liens to attach to the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance and evidence of its performance bond for any work to be performed. EW Solutions, LLC assumes all responsibility for its acts and those of its agents or representatives in performing any work on the Property and agrees to indemnify and hold Seller harmless from any damages resulting therefrom.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW.

IN WITNESS WHEREOF, the parties have attached their hands and seals to this Option Agreement of Purchase and Sale of Easement, this ____ day of _____, 2021.

BUYER:

EW Solutions, LLC

_____, Business Manager

(printed name)

Date: _____

Seller:

Date: _____

NORTH CAROLINA

_____ COUNTY

On this the __ day of _____, 20__, before me, the undersigned Notary Public for _____ County, North Carolina, personally appeared _____, who has presented satisfactory evidence of his/her identity, and who acknowledged that s/he is _____ of EW Solutions, LLC, a North Carolina Limited Liability Company and that as such officer, being authorized to do so, s/he executed the foregoing instrument on behalf of the Limited Liability Company for the purposes therein contained.

_____, Notary Public

Print Name: _____

My commission expires: _____ Stamp/Seal

NORTH CAROLINA

_____ COUNTY

I, the undersigned notary public of said county and state, hereby certify that _____, who has presented satisfactory evidence of her identity, appeared before me this ____ day of _____, 20__, and acknowledged her due execution of the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal.

_____, Notary Public

Print Name: _____

My commission expires: _____ Stamp/Seal

STATE OF NORTH CAROLINA

**DEED OF CONSERVATION EASEMENT
AND RIGHT OF ACCESS PROVIDED
PURSUANT TO
FULL DELIVERY
MITIGATION CONTRACT**

_____ COUNTY

SPO File Number:

DMS Project Number:

Prepared by: Office of the Attorney General
Property Control Section
Return to: NC Department of Administration
State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

THIS DEED OF CONSERVATION EASEMENT AND RIGHT OF ACCESS, made this _____ day of _____, 20__, by _____ *Landowner name goes here*, (“**Grantor**”), whose mailing address is _____ *Landowner address goes here* _____, to the State of North Carolina, (“**Grantee**”), whose mailing address is State of North Carolina, Department of Administration, State Property Office, 1321 Mail Service Center, Raleigh, NC 27699-1321. The designations of 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 required by context.

WITNESSETH:

WHEREAS, pursuant to the provisions of N.C. Gen. Stat. § 143-214.8 et seq., the State of North Carolina has established the Division of Mitigation Services (formerly known as the Ecosystem Enhancement Program and Wetlands Restoration Program) within the Department of Environment and Natural Resources for the purposes of acquiring, maintaining, restoring, enhancing, creating and preserving wetland and riparian resources that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; and

WHEREAS, this Conservation Easement from Grantor to Grantee has been negotiated, arranged and provided for as a condition of a full delivery contract between (insert name and address of full delivery contract provider) and the North Carolina Department of Environment and Natural Resources, to provide stream, wetland and/or buffer mitigation pursuant to the North Carolina Department of Environment and Natural Resources Purchase and Services Contract Number _____.

WHEREAS, The State of North Carolina is qualified to be the Grantee of a Conservation Easement pursuant to N.C. Gen. Stat. § 121-35; and

WHEREAS, the Department of Environment and Natural Resources and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Understanding, (MOU) duly executed by all parties on November 4, 1998. This MOU recognized that the Wetlands Restoration Program was to provide effective compensatory mitigation for authorized impacts to wetlands, streams and other aquatic resources by restoring, enhancing and preserving the wetland and riparian areas of the State; and

WHEREAS, the Department of Environment and Natural Resources, the North Carolina Department of Transportation and the United States Army Corps of Engineers, Wilmington District entered into a Memorandum of Agreement, (MOA) duly executed by all parties in Greensboro, NC on July 22, 2003, which recognizes that the Division of Mitigation Services (formerly Ecosystem Enhancement Program) is to provide for compensatory mitigation by effective protection of the land, water and natural resources of the State by restoring, enhancing and preserving ecosystem functions; and

WHEREAS, the Department of Environment and Natural Resources, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the North Carolina Wildlife Resources Commission, the North Carolina Division of Water Quality, the North Carolina Division of Coastal Management, and the National Marine Fisheries Service entered into an agreement to continue the In-Lieu Fee operations of the North Carolina Department of Natural Resources' Division of Mitigation Services (formerly Ecosystem Enhancement Program) with an effective date of 28 July, 2010, which supersedes and replaces the previously effective MOA and MOU referenced above; and

WHEREAS, the acceptance of this instrument for and on behalf of the State of North Carolina was granted to the Department of Administration by resolution as approved by the Governor and Council of State adopted at a meeting held in the City of Raleigh, North Carolina, on the 8th day of February 2000; and

WHEREAS, the Division of Mitigation Services in the Department of Environment and Natural Resources, which has been delegated the authority authorized by the Governor and Council of State to the Department of Administration, has approved acceptance of this instrument; and

WHEREAS, Grantor owns in fee simple certain real property situated, lying, and being in _____ Township, _____ County, North Carolina (the "**Property**"), and being more particularly described as that certain parcel of land containing approximately _____ acres and being conveyed to the Grantor by deed as recorded in **Deed Book** _____ at **Page** _____ of the _____ County Registry, North Carolina; and

WHEREAS, Grantor is willing to grant a Conservation Easement and Right of Access over the herein described areas of the Property, thereby restricting and limiting the use of the areas of the Property subject to the Conservation Easement to the terms and conditions and purposes hereinafter set forth, and Grantee is willing to accept said Easement and Access Rights. The Conservation Easement shall be for the protection and benefit of the waters of *if known, insert name of stream, branch, river or waterway here.*

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantee, its successors and assigns, forever and in perpetuity, a Conservation Easement and Right of Access together with an access easement to and from the Conservation Easement Area described below.

The Conservation Easement Area consists of the following:

Tracts Number _____ containing a total of _____ **acres** as shown on the plats of survey entitled "Final Plat, Conservation Easement for North Carolina Division of Mitigation Services, Project Name: _____, SPO File No. _____, DMS Site No. _____, Property of _____," dated _____, 20__ by *name of surveyor*, PLS Number _____ and recorded in the _____ County, North Carolina Register of Deeds at **Plat Book** _____ **Pages** _____.

See attached "**Exhibit A**", Legal Description of area of the Property hereinafter referred to as the "Conservation Easement Area"

The purposes of this Conservation Easement are to maintain, restore, enhance, construct, create and preserve wetland and/or riparian resources in the Conservation Easement Area that contribute to the protection and improvement of water quality, flood prevention, fisheries, aquatic habitat, wildlife habitat, and recreational opportunities; to maintain permanently the Conservation Easement Area in its natural condition, consistent with these purposes; and to prevent any use of the Easement Area that will significantly impair or interfere with these purposes. To achieve these purposes, the following conditions and restrictions are set forth:

I. DURATION OF EASEMENT

Pursuant to law, including the above referenced statutes, this Conservation Easement and Right of Access shall be perpetual and it shall run with, and be a continuing restriction upon the use of, the Property, and it shall be enforceable by the Grantee against the Grantor and against Grantor's heirs, successors and assigns, personal representatives, agents, lessees, and licensees.

II. ACCESS EASEMENT

choose one option based on survey and deed, delete other

[SPECIFIC LOCATION OPTION] Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at the location more particularly described on **Exhibit ____** (“Access Easement”) attached hereto and incorporated herein by this reference, to access the Conservation Easement Area for the purposes set forth herein. This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

[GENERAL LOCATION OPTION] Grantor hereby grants and conveys unto Grantee, its employees, agents, successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and upon the Property at all reasonable times and at such location as practically necessary to access the Conservation Easement Area for the purposes set forth herein (“Access Easement”). This grant of easement shall not vest any rights in the public and shall not be construed as a public dedication of the Access Easement. Grantor covenants, represents and warrants that it is the sole owner of and is seized of the Property in fee simple and has the right to grant and convey this Access Easement.

III. GRANTOR RESERVED USES AND RESTRICTED ACTIVITIES

The Conservation Easement Area shall be restricted from any development or usage that would impair or interfere with the purposes of this Conservation Easement. Unless expressly reserved as a compatible use herein, any activity in, or use of, the Conservation Easement Area by the Grantor is prohibited as inconsistent with the purposes of this Conservation Easement. Any rights not expressly reserved hereunder by the Grantor have been acquired by the Grantee. Any rights not expressly reserved hereunder by the Grantor, including the rights to all mitigation credits, including, but not limited to, stream, wetland, and riparian buffer mitigation units, derived from each site within the area of the Conservation Easement, are conveyed to and belong to the Grantee. Without limiting the generality of the foregoing, the following specific uses are prohibited, restricted, or reserved as indicated:

A. Recreational Uses. Grantor expressly reserves the right to undeveloped recreational uses, including hiking, bird watching, hunting and fishing, and access to the Conservation Easement Area for the purposes thereof.

B. Motorized Vehicle Use. Motorized vehicle use in the Conservation Easement Area is prohibited except within a Crossing Area(s) or Road or Trail as shown on the recorded survey plat.

C. Educational Uses. The Grantor reserves the right to engage in and permit others to engage in educational uses in the Conservation Easement Area not inconsistent with this Conservation Easement, and the right of access to the Conservation Easement Area for such purposes including organized educational activities such as site visits and observations. Educational uses of the property shall not alter vegetation, hydrology or topography of the site.

D. Damage to Vegetation. Except within Crossing Area(s) as shown on the recorded survey plat and as related to the removal of non-native plants, diseased or damaged trees, or vegetation that destabilizes or renders unsafe the Conservation Easement Area to persons or natural habitat, all cutting, removal, mowing, harming, or destruction of any trees and vegetation in the Conservation Easement Area is prohibited.

E. Industrial, Residential and Commercial Uses. All industrial, residential and commercial uses are prohibited in the Conservation Easement Area.

F. Agricultural Use. All agricultural uses are prohibited within the Conservation Easement Area including any use for cropland, waste lagoons, or pastureland.

G. New Construction. There shall be no building, facility, mobile home, antenna, utility pole, tower, or other structure constructed or placed in the Conservation Easement Area.

H. Roads and Trails. There shall be no construction or maintenance of new roads, trails, walkways, or paving in the Conservation Easement.

All existing roads, trails and crossings within the Conservation Easement Area shall be shown on the recorded survey plat.

I. Signs. No signs shall be permitted in the Conservation Easement Area except interpretive signs describing restoration activities and the conservation values of the Conservation Easement Area, signs identifying the owner of the Property and the holder of the Conservation Easement, signs giving directions, or signs prescribing rules and regulations for the use of the Conservation Easement Area.

J. Dumping or Storing. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, or any other material in the Conservation Easement Area is prohibited.

K. Grading, Mineral Use, Excavation, Dredging. There shall be no grading, filling, excavation, dredging, mining, drilling, hydraulic fracturing; removal of topsoil, sand, gravel, rock, peat, minerals, or other materials.

L. Water Quality and Drainage Patterns. There shall be no diking, draining, dredging, channeling, filling, leveling, pumping, impounding or diverting, causing, allowing or permitting the diversion of surface or underground water in the Conservation Easement Area. No altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns is allowed. All removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides in the Conservation Easement Area is prohibited. In the event of an emergency interruption or shortage of all other water sources, water from within the Conservation Easement Area may temporarily be withdrawn for good cause shown as needed for the survival of livestock on the Property.

M. Subdivision and Conveyance. Grantor voluntarily agrees that no further subdivision, partitioning, or dividing of the Conservation Easement Area portion of the Property owned by the Grantor in fee simple (“fee”) that is subject to this Conservation Easement is allowed. Any future transfer of the Property shall be subject to this Conservation Easement and Right of Access and to the Grantee’s right of unlimited and repeated ingress and egress over and across the Property to the Conservation Easement Area for the purposes set forth herein.

N. Development Rights. All development rights are permanently removed from the Conservation Easement Area and are non-transferrable.

O. Disturbance of Natural Features. Any change, disturbance, alteration or impairment of the natural features of the Conservation Easement Area or any intentional introduction of non-native plants, trees and/or animal species by Grantor is prohibited.

The Grantor may request permission to vary from the above restrictions for good cause shown, provided that any such request is not inconsistent with the purposes of this Conservation Easement, and the Grantor obtains advance written approval from the Division of Mitigation Services, 1652 Mail Services Center, Raleigh, NC 27699-1652.

IV. GRANTEE RESERVED USES

A. Right of Access, Construction, and Inspection. The Grantee, its employees, agents, successors and assigns, shall have a perpetual Right of Access over and upon the Conservation Easement Area to undertake or engage in any activities necessary to construct, maintain, manage, enhance, repair, restore, protect, monitor and inspect the stream, wetland and any other riparian resources in the Conservation Easement Area for the purposes set forth herein or any long-term management plan for the Conservation Easement Area developed pursuant to this Conservation Easement.

B. Restoration Activities. These activities include planting of trees, shrubs and herbaceous vegetation, installation of monitoring wells, utilization of heavy equipment to grade, fill, and prepare the soil, modification of the hydrology of the site, and installation of natural and manmade materials as needed to direct in-stream, above ground, and subterranean water flow.

C. Signs. The Grantee, its employees and agents, successors or assigns, shall be permitted to place signs and witness posts on the Property to include any or all of the following: describe the project, prohibited activities within the Conservation Easement, or identify the project boundaries and the holder of the Conservation Easement.

D. Fences. Conservation Easements are purchased to protect the investments by the State (Grantee) in natural resources. Livestock within conservation easements damages the investment and can result in reductions in natural resource value and mitigation credits which would cause financial harm to the State. Therefore, Landowners (Grantor) with livestock are required to restrict livestock access to the Conservation Easement area. Repeated failure to do so may result in the State (Grantee) repairing or installing livestock exclusion devices (fences) within the conservation area for the purpose of restricting livestock access. In such cases, the landowner (Grantor) must provide access to the State (Grantee) to make repairs.

E. Crossing Area(s). The Grantee is not responsible for maintenance of crossing area(s), however, the Grantee, its employees and agents, successors or assigns, reserve the right to repair crossing area(s), at its sole discretion and to recover the cost of such repairs from the Grantor if such repairs are needed as a result of activities of the Grantor, his successors or assigns.

V. ENFORCEMENT AND REMEDIES

A. Enforcement. To accomplish the purposes of this Conservation Easement, Grantee is allowed to prevent any activity within the Conservation Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features in the Conservation Easement Area that may have been damaged by such unauthorized activity or use. Upon any breach of the terms of this Conservation Easement by Grantor, the Grantee shall, except as provided below, notify the Grantor in writing of such breach and the Grantor shall have ninety (90) days after receipt of such notice to correct the damage caused by such breach. If the breach and damage remains uncured after ninety (90) days, the Grantee may enforce this Conservation Easement by bringing appropriate legal proceedings including an action to recover damages, as well as injunctive and other relief. The Grantee shall also have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Conservation Easement Area by acts which may be unlawful or in violation of this Conservation Easement; (b) to otherwise preserve or protect its interest in the Property; or (c) to seek damages from any appropriate person or entity. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief, if the breach is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement, and the Grantor and Grantee acknowledge that the damage would be irreparable and remedies at law inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement.

B. Inspection. The Grantee, its employees and agents, successors and assigns, have the right, with reasonable notice, to enter the Conservation Easement Area over the Property at reasonable times for the purpose of inspection to determine whether the Grantor is complying with the terms, conditions and restrictions of this Conservation Easement.

C. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Conservation Easement Area caused by third parties, resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken in good faith by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life or damage to the Property resulting from such causes.

D. Costs of Enforcement. Beyond regular and typical monitoring expenses, any costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, any costs of restoration necessitated by Grantor's acts or omissions in violation of the terms of this Conservation Easement, shall be borne by Grantor.

E. No Waiver. Enforcement of this Easement shall be at the discretion of the Grantee and any forbearance, delay or omission by Grantee to exercise its rights hereunder in the event of any breach of any term set forth herein shall not be construed to be a waiver by Grantee.

VI. MISCELLANEOUS

A. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be invalid, the remainder of the provisions of the Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

B. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantee shall not be responsible for any costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Upkeep of any constructed bridges, fences, or other amenities on the Property are the sole responsibility of the Grantor. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.

C. Any notices shall be sent by registered or certified mail, return receipt requested to the parties at their addresses shown herein or to other addresses as either party establishes in writing upon notification to the other.

D. Grantor shall notify Grantee in writing of the name and address and any party to whom the Property or any part thereof is to be transferred at or prior to the time said transfer is made. Grantor further agrees that any subsequent lease, deed, or other legal instrument by which any interest in the Property is conveyed is subject to the Conservation Easement herein created.

E. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof.

F. This Conservation Easement and Right of Access may be amended, but only in writing signed by all parties hereto, or their successors or assigns, if such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the purposes of the Conservation Easement. The owner of the Property shall notify the State Property Office and the U.S. Army Corps of Engineers in writing sixty (60) days prior to the initiation of any transfer of all or any part of the Property or of any request to void or modify this Conservation Easement. Such notifications and modification requests shall be addressed to:

Division of Mitigation Services Program Manager
NC State Property Office
1321 Mail Service Center
Raleigh, NC 27699-1321

and

General Counsel
US Army Corps of Engineers
69 Darlington Avenue
Wilmington, NC 28403

G. The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable provided, however, that the Grantee hereby covenants and agrees, that in the event it transfers or assigns this Conservation Easement, the organization receiving the interest will be a qualified holder under N.C. Gen. Stat. § 121-34 et seq. and § 170(h) of the Internal Revenue Code, and the Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue in perpetuity the conservation purposes described in this document.

VII. QUIET ENJOYMENT

Grantor reserves all remaining rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in only those uses of the Conservation Easement Area that are expressly reserved herein, not prohibited or restricted herein, and are not inconsistent with the purposes of this Conservation Easement. Without limiting the generality of the foregoing, the Grantor expressly reserves to the Grantor, and the Grantor's invitees and licensees, the right of access to the Conservation Easement Area, and the right of quiet enjoyment of the Conservation Easement Area,

TO HAVE AND TO HOLD, the said rights and easements perpetually unto the State of North Carolina for the aforesaid purposes,

AND Grantor covenants that Grantor is seized of the Property in fee and has the right to convey the permanent Conservation Easement herein granted; that the same is free from encumbrances and that Grantor will warrant and defend title to the same against the claims of all persons whomsoever.

IN TESTIMONY, WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first above written.

_____ (SEAL)

NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

IN WITNESS, WHEREOF, I have hereunto set my hand and Notary Seal this the _____ day of _____, 20__.

Notary Public

My commission expires:

Exhibit A

[INSERT LEGAL DESCRIPTION]

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: June 14, 2022**

SUBJECT: Ordinance No. 22-06-14A Amending the Town of Lake Lure Code of Ordinances to Decriminalize Certain Ordinances and Otherwise to Bring Said Code into Compliance with Senate Bill 300 (S.L. 2021-138) Regarding The Use of Misdemeanor Charges to Enforce Code Violations

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Various
Contact: William Morgan, Jr., Town Attorney
Presenter: William Morgan, Jr., Town Attorney

BRIEF SUMMARY:

At the May Town Council workshop, Town Attorney Morgan explained that the North Carolina General Assembly recently enacted Senate Bill 300 which removes the current presumption that all local ordinances may be enforced criminally (G.S.160A-175) and states that ordinances may be enforced criminally as provided in G.S. 14-4 "only if the city specifies such in the ordinance." SB 300 includes a list of statutory sections in which cities cannot adopt ordinances with criminal enforcement and that list of topic areas are as follows: planning and regulation of development; stream clearing programs; regulating businesses and trades; outdoor advertising; solar collectors; cisterns and rain barrels; taxis; setback lines; curb cut regulations and ordinances regulating trees. In order for the Town to comply with SB 300, various amendments to the Town of Lake Lure Code of Ordinances are required. Attorney William Morgan has drafted an ordinance covering all necessary amendments.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 22-06-14A Amending the Town of Lake Lure Code of Ordinances to Decriminalize Certain Ordinances and Otherwise to Bring Said Code into Compliance with Senate Bill 300 (S.L. 2021-138) Regarding The Use of Misdemeanor Charges to Enforce Code Violations.

ATTACHMENTS:

Ordinance No. 22-06-14A Amending the Town of Lake Lure Code of Ordinances to Decriminalize Certain Ordinances and Otherwise to Bring Said Code into Compliance with Senate Bill 300 (S.L. 2021-138) Regarding The Use of Misdemeanor Charges to Enforce Code Violations

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that Council adopt Ordinance No. 22-06-14A Amending the Town of Lake Lure Code of Ordinances to Decriminalize Certain Ordinances and Otherwise to Bring Said Code into Compliance with Senate Bill 300 (S.L. 2021-138) Regarding The Use of Misdemeanor Charges to Enforce Code Violations.

ORDINANCE NO. 22-06-14A

AN ORDINANCE AMENDING THE TOWN OF LAKE LURE CODE OF ORDINANCES TO DECRIMINALIZE CERTAIN ORDINANCES AND OTHERWISE TO BRING SAID CODE INTO COMPLIANCE WITH SENATE BILL 300 (S.L. 2021-138) REGARDING THE USE OF MISDEMEANOR CHARGES TO ENFORCE CODE VIOLATIONS

WHEREAS, the North Carolina General Assembly recently enacted Senate Bill 300 (also known as S. L. 2021-138) and the Governor signed the same into law; and,

WHEREAS, PART XIII of S.L. 2021-138, titled Decriminalization of Certain Ordinances, removes the current presumption that all local ordinances may be enforced criminally (G.S.160A-175) and states that ordinances may be enforced criminally as provided in G.S. 14-4 "only if the city specifies such in the ordinance;" and,

WHEREAS, said law also includes a list of statutory sections in which cities cannot adopt ordinances with criminal enforcement and that list of topic areas are as follows: planning and regulation of development; stream clearing programs; regulating businesses and trades; outdoor advertising; solar collectors; cisterns and rain barrels; taxis; setback lines; curb cut regulations and ordinances regulating trees; and,

WHEREAS, S.L. 2021-138 requires a number of amendments to the Town of Lake Lure Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF LAKE LURE AS FOLLOWS:

Section 1. Section 1-10(1) ("Remedies") and Section 1-10(2) ("Penalties") of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:

Sec. 1-10. - Enforcement and penalties.

Unless another town ordinance either previously or hereafter adopted provides within that section additional or alternative means of enforcing those provisions, a violation of any town ordinance may be enforced by any one, all, or a combination of the remedies set forth in subsections (1) and (2) of this section.

- (1) Remedies. Any or all of the following procedures may be used to enforce provisions of this Code:

- a. Injunction. Any violation of the Code of the town or of any condition, order, requirement, or remedy adopted pursuant hereto may be restrained, corrected, abated, mandated, or enjoined by any other appropriate proceedings permitted by state law.
- b. ~~and remedies~~ Civil penalties. Any person, corporation or legal entity who violates any provisions of this Code shall be subject to the assessment of a civil penalty under the procedures provided in subsection (2)b of this section.
- c. Criminal prosecution. Where specifically set forth within a specific ordinance provision that a violation is punishable as a misdemeanor, violations of the ordinances of the town may also be enforced by criminal prosecution as a Class 3 misdemeanor as provided in G.S. 14-4, punishable upon conviction by a maximum fine not to exceed \$500.00 for each separate violation or by imprisonment not to exceed 30 days pursuant to the authority of G.S. 14-3(a)(3).

(2) Penalties.

- a. Criminal penalties. If a violation of any ~~of specific the~~ ordinance of the town is enforced by criminal prosecution as a Class 3 misdemeanor, the penalties shall be pursuant to G.S. 14-4, by a maximum fine not to exceed \$500.00 for each separate violation or by imprisonment not to exceed 30 days as set forth in G.S. 14.3(a)(3).

Section 2. Section 6-27 (“Alternative Remedies”) subsection (b) of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:

Sec. 6-27. - Alternative remedies.

(b) In addition to the remedies provided for herein, an owner or party of interest may be subject to a misdemeanor as provided in NCGS 14-4(a) for any violation of the terms of this article. In addition, violations of this article may ~~shall~~ subject the violator to civil ~~the~~ penalties as set forth in section 1-10.

Section 3. Section 6-29 of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:

Sec. 6-29. - Violations.

In addition to the conditions, acts or failures to act that constitute violations specified in this article, it shall be a violation of this article for the owner of any dwelling or dwelling unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close or vacate and remove or demolish the same, upon order of the code enforcement officer duly made and served as herein provided, within the time specified in such order. It shall be a violation of this article for the owner of any dwelling, with respect to which an order has been issued pursuant to section 6-23, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing, or vacation and removal or demolition. Violations of this section are punishable as a misdemeanor as provided by G.S. 14-4.

In addition, violations of this article may subject the violator to civil penalties as set forth in section 1-10.

Section 4. Section 20-1 of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

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. A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.

(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 punishable as a misdemeanor as provided by G.S. 14-4.

Section 5. Section 20-2 of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

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. A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.

Section 6. Section 20-3 of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

Sec. 20-3. - Injuring town property.

It shall be unlawful to trespass upon, damage, deface, break, or injure any property belonging to the town. A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.

Section 7. Section 20-4 of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as bold underlined text and deletions shown as struck-through text:

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.

(g) A violation of this section is punishable as a misdemeanor as provided by G.S. 14-4.

Section 8. Chapter 20, Article II (“Noise Regulation”) Section 20-37 (“Enforcement”) of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:

Sec. 20-37. - Enforcement.

- (a) Violations of the provisions of this article shall be punishable as a misdemeanor as provided by G.S. 14-4. ~~subject to the criminal and civil penalties set forth in section 1-10.~~ Violations of the provisions of this article shall also subject the offender to the 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:

EXPAND

<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

Section 9. Chapter 18 (“Nuisances”) Section 18-4 (“Abatement Procedures”) of the Town of Lake Lure Code of Ordinances is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:

Sec. 18-4. - Abatement procedure.

If the owner of any property fails to comply with a notice given pursuant to this chapter, within 15 days after the service of such notice, he shall be subject to prosecution for violation of this chapter punishable as a misdemeanor as provided in G.S. 14-4. ~~in accordance with law~~ and each day that such failure continues shall be a separate offense. In addition, the town may have the condition described in the notice abated, removed or otherwise corrected and all expenses incurred thereby shall be chargeable to and paid by the owner of the property and shall be collected as taxes and levies are collected. All such expenses shall constitute a lien against the property on which the work was done.

Section 10. A new Section 24-28 is hereby adopted and codified in Chapter 24 (“Solid Waste”) Article II (“Garbage and Refuse Collection and Disposal”) to read as follows:

Sec. 24-28. Penalty.

Any person, firm, or corporation violating any provision of this article shall, upon conviction, be guilty of a misdemeanor and shall be punished in accordance with G.S. 14-4. . In addition, violations of this article may subject the violator to civil penalties as set forth in section 1-10.

Section 11. A new Section 26-11 is hereby adopted and codified in Chapter 26 (“Streets, Sidewalks and Other Public Properties”) Article I (“In General”) to read as follows:

Sec. 26-11. Penalty.

Any person, firm, or corporation violating any provision of this article shall, upon conviction, be guilty of a misdemeanor and shall be punished in accordance with G.S. 14-4. In addition, violations of this article may subject the violator to civil penalties as set forth in section 1-10.

Section 12. Section 32-29 (“Unauthorized Use of Water”) is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:
:

Sec. 32-29. - Unauthorized use of water.

Only authorized town employees may connect or reconnect water service. If water is found to be in use without being turned on by an authorized town employee, or if water is used for any other purpose than that paid for, the consumer of the water shall be guilty of a ~~violation of this chapter~~ misdemeanor punishable in accordance with G.S. 14-4.

Section 13. Section 29-32 (“Injury to Property and Fixtures”) is hereby amended to read as follows with additions shown as underlined text and deletion shown as struck-through text:

Sec. 32-33. - Injury to property and fixtures.

It shall be unlawful for any person to injure, deface, or destroy the building, machinery, fences, trees, or other property of the town water system, or in any way to contaminate the town water supply. Violations of the provisions of this article shall be punishable as a misdemeanor as provided by G.S. 14-4.

Section 14. Section 32-34 (“Tampering with Meters”) is hereby amended to read as follows with additions shown as underlined text and deletions shown as struck-through text:

Sec. 32-34. - Tampering with meters.

It shall be unlawful for any person, after the water has been turned off for failure to pay the water bill, to turn the water on at the meter or to bypass the meter or in any manner to obtain water at no cost. Violations of the provisions of this article shall be punishable as a misdemeanor as provided by G.S. 14-4.

Section 15. All provisions of any town ordinance inconsistent with the language herein adopted are hereby repealed.

Section 16. This Ordinance shall become effective upon adoption.

This the ____ day of _____, 2022.

Carol Pritchett, Mayor

ATTEST: _____
Olivia Stewman, Town Clerk

APPROVED AS TO FORM:

William C. Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: June 14, 2022**

SUBJECT: Board of Adjustment / Lake Structure Appeals Board Member Appointment

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department:
Contact: David DiOrio, Commissioner
Presenter: David DiOrio, Commissioner

BRIEF SUMMARY:

The Board of Adjustment / Lake Structure Appeals Board has a current opening. Town Council Liaison David DiOrio reviewed all current applications, as well as an application of a potential transfer from the Utility Advisory Board. Commissioner DiOrio is nominating Mr. Rick Spruill to be appointed by Council to serve on the BOA / LSAB. Commissioner DiOrio reports that Mr. Spruill is interest, qualified, and would be an asset to the boards.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

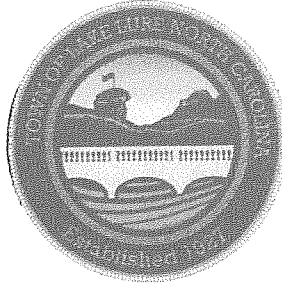
To appoint Mr. Rick Spruill to the Board of Adjustment / Lake Structure Appeals Board

ATTACHMENTS:

Rick Spruill's Original Application

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that appoint Mr. Rick Spruill to the Board of Adjustment / Lake Structure Appeals Board



VOLUNTEER APPLICATION FORM

Name: RIK SPRUILL
Address: 160 SOUTHPOINTE DR Lake Lure Resident for 17 * years
Home Phone: 828-289-1049 Cell Phone: 828-289-1049 Email: rspruill160@gmail.com
Employer: FBM Address: WORK FROM HOME

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

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Board of Adjustment & Lake Structure Appeals Board	Zoning & Planning Board	Lake Advisory Board	Parks & Recreation Board	ABC Board	Utility Advisory Board
					<i>Current Open Position</i>

Rationale and qualifications for serving: I HAVE BEEN IN THE BUILDING PRODUCTS
BUSINESS ALL OF MY LIFE, I'VE BEEN IN MANAGEMENT
RUNNING ALL ASPECTS OF BUSINESS. I HAVE WANTED TO GET
INVOLVED FOR QUITE SOME TIME.

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

FLOWERING BRIDGE SUPPORTER

MEMBER OF HICKORY NUT GORGE CHAMBER

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

* WE HAVE OWNED A HOME HERE FOR 17 YEARS, BUT
JUST RECENTLY MOVED HERE FULL TIME. NOW I AM HERE
AND REALLY WANT TO GET MORE INVOLVED WITH THE TOWN

Signature: *RSpruill* Date: MAY 11, 2021

* RE APPLY 11-24-21 *

Richard Spruill

160 Southpointe Drive, Lake Lure, NC 28746

828-289-1049

rspruill160@gmail.com

Objective

To find a career where I can use my sales and management skills and knowledge from the building products industry to their fullest extent. Throughout my 40 year career I have constantly striven for excellence.

2011-Current Allied / Beacon Building Products

Charlotte, NC

Branch Manager

- Responsible for our Charlotte branch
- Full P & L Responsibility.
- Full inventory responsibility
- Oversee all operations, sales & credit functions.
- Budgeting.
- Hiring & terminating responsibility.

2009-2011

Allied Building Products

Charlotte, NC

Regional Sales Manager

- Oversaw all salespeople in region for 6 locations
- Organized reports, call follow up, sales meetings
- Solidified team & grew sales substantially.
- Responsible for budgets.
- Responsible for profit margin.

2001--2008

Allied Building Products

Pennsylvania Region

Regional Manager

- Oversaw Region of 9 branches & 140 people.
- Oversaw sales of \$60 million.
- Took the region from a deficit to one of the most profitable in the company in 2 years.
- Managed \$5,500,000 in inventory
- Handled an acquisition of another supplier. Responsible for Integrating 3 new branches.
- Full P & L responsibility for the region.

Lake Lure References

Charlene Efird	828-231-5502
Charlie Ellis	704-577-5858
Mark Hoek	828-424-0176
Rich Sayles	704-577-6162
Maureen Bay	732-804-0876

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: June 14, 2022**

SUBJECT: Drawdown Schedule

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Admin
Contact: William H. Perkins, Jr., Town Manager
Presenter: William H. Perkins, Jr., Town Manager

BRIEF SUMMARY:

Discussion and announcement of any decision made in regard to this year's drawdown schedule.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

X CLOSED SESSION

*In accordance with G.S. 143-318.11(a) (3) for
the purpose of discussing attorney client
privilege or legal claims.*

XI

ADJOURNMENT