

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, November 8, 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, November 08, 2022 - 5:00 PM

Lake Lure Municipal Center



Agenda

I. Call to Order

II. Agenda Adoption

III. Mayor's Communications

IV. Town Manager's Communications

V. Public Hearing

A. Ordinance No. 22-11-08 Amending Article I Section 36-5, Article VIII Sections 36-235 - 36-261, and Article X Section 36-295 of the Zoning Regulations of the Town of Lake Lure Code of Ordinances – Gatehouses, Guardhouses, and Security Gates – *page 16*

i. Staff Report

ii. Public Hearing

iii. Council Deliberation

iv. Consideration of Ordinance No. 22-11-08

B. Ordinance No. 22-11-08A Replacing Article III Section 36-72(5) of the Zoning Regulations of the Town of Lake Lure Code of Ordinances – Mobile Food Vendors – *page 20*

i. Staff Report

ii. Public Hearing

iii. Council Deliberation

iv. Consideration of Ordinance No. 22-11-08A

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 October 11, 2022 Regular Town Council Meeting Minutes and the October 26, 2022 Regular Town Council Work Session Meeting Minutes – **page 29**

- B. Accounting Clerk I Position Description Addition of License Requirement – **page 45**

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

- C. Resolution No. 22-11-08 Authorizing Electronic Advertisement of Bids – **page 49**

North Carolina General Statute 143-129(b) specifically allow public agencies to advertise bid opportunities solely by electronic means upon approval from the governing board. Town staff desires to advertise bids subject to the requirements of N.C.G.S. 143-129 by electronic means, at the discretion of the Council. Resolution No. 22-11-08 authorizes the advertisement of bids subject to the requirements of N.C.G.S. 143-129 by electronic means.

- D. Ordinance No. 22-11-08B Amending Code of Ordinances Section 4-2. Dangerous dogs; barking; leash requirements. – **page 51**

There has been continued discussion regarding the Town Code of Ordinance Section 4-2. Dangerous dogs; barking; leash requirements. Town Council was presented with a draft ordinance to re-amend Section 4-2 to define leash requirements on Town owned property. Previous discussions regarding the draft ordinance were tabled until the October 26th work session meeting in which there was Council consensus to adopt the proposed language with the addition of a 10 foot limit for leashes, leads and other means of physical restraint.

IX. Unfinished Business

- A. Request from Property Owner, Josh Skudlarick, of 315 Lakeview Road for Written Approval from Town Council for Adding Fill at or Below the Lake Shoreline. (Parcel #225319) – **page 55**

- B. Approval of Intent to Discuss Renewal of an Agreement to Operate Water System with Chimney Rock Village – **page 63**
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X. New Business

- A. Consider Amending Mobile Food Vendor Permit Fee on FY 22-23 Fee Schedule – **Page 77**

XI. Closed Session

In accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters.

XII. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report October 2022

Below are the October 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. Efforts are being made to upgrade the SCATA system and fix all of the mechanical issues in the Lift Station to ensure better operation. Ditch cleaning will continue until a full round throughout town has been done. We will get the equipment ready for blowing off the roads in November. Top accomplishments/project updates:

- Cleaned 8 clogs in the Lift Station in the month of October due to “flushable” wipes and PVC debris from construction.
- Ditch and culvert cleaning is moving forward. They are approximately 80% completed.
- Last full round of Road mowing has been completed.

Community Development – Director Williams reports another active month for community development. The department issued 30 permits compared to 35 in September and performed numerous follow ups. This includes 7 zoning permits. Enforcement activity continues to be active, both from public complaints and staff-discovered violations, resulting in significant increase in time spent on those issues. We have begun reviewing applications for our new Administrative Assistant position and looking forward to freeing Rick and I up to better manage projects in the field. Freeing us up for more inspections, follow-up as well as on-site interactions with projects will hopefully allow us to catch developing issues before they become major problems. Part of that will also be allowing us more community communication opportunities. Highlands project to correct longtime sediment & erosion issues has held up well to recent storms. Continuing to monitor work, met with project engineer. Cell tower project is stalled with tower contractor vs. State Historic Preservation Office impasse over SHPO’s concern of the tower visibility, primarily from the “historic” (now “Flowering”) bridge. Chief Waycaster has offered to use some State government contacts of his to influence some progress. Contractor reports that they are trying to negotiate “mitigation” proposal to get approval and estimates two weeks to having a realistic proposal in to SHPO. Top accomplishments/project updates:

- Worked with Zoning and Planning to get two text amendment recommendations to Town Council for approval, including an expanded “food truck” ordinance.

- Have worked through 5 variance hearings with the Board of Adjustments and Lake Structure Appeals over the past two months. Followed that with a training session at the October meetings on the board's State legislated legal responsibilities and powers. Community Development is fortunate to have three strong boards of community representatives in Zoning and Planning, the Board of Adjustment and the Lake Structure Appeals Board! Lake Structure inspections and follow-up has bogged down with other time demands. Will pick up with office move completion and new staff member.

Fire / Emergency Management – With going into the fall, it was still a busy month in October. The department responded to 48 fire/medical/rescue calls throughout the month. Additionally, members of the department completed a total of 400 hours of training in October. The department also sponsored an American Red Cross Blood Drive. Top three accomplishments:

- Completed the state ISO inspection for the Fire Department.
- Completed Fire Flows and hydrant testing.
- Completed Fire Prevention at Lake Lure Classical Academy.

Police – Fall proved to be spectacular as many tourist came to town, some to vacation here, some to just drive through, and the heavy traffic on weekends spoke the volume. The lake being down after precautions were made due remnants of a hurricane, kept lake traffic at a very minimal.

Staff joined in with the Halloween festivities in Chimney Rock Village as they do every year by gathering in Chimney Rock for the Trick or Treat downtown get-together. Our department greets trick or treaters and their families, giving out treats and this year, a glow in the dark bracelet encouraging kids to stay off drugs.

Top three accomplishments in October:

- Officers have completed their yearly firearms certifications.
- Officers are completing their training on the new AXON Body Cameras. This camera will replace the six year old cameras and software that is outdated.
- All officers are now trained and are carrying the new AXON Taser.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Led the Weed Patch Mountain Trail workday on 10/19 – 3 volunteers and 3 staff members for 21 volunteer hours. Total volunteer hours for the month was 51 working in various areas. Givens and Bradley have been working on dredging, deep water launch permit, and much more. Three notable projects/activities updates:

- Removed debris from the lake
- MOLO permitting database work.
- Hickory Nut Gorge State Trail designation applications were submitted for Buffalo Creek Park, Weed Patch Mountain Trail, Dittmer-Watts, and the Green Space.

Finance – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. As prior monthly trends, expenditures outpaced revenues early in this fiscal year but property tax revenues are being received now and will steadily be received during the peak collection season over the next few months by the County. The Town continues to have a strong financial position with an unreconciled bank balance of \$9,100,000 for all funds other than special revenue.

Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. At this point in fiscal year, revenues are now being received in higher percentages from our local and state funding partners.

Applications are being received and reviewed for the approved Accounting Clerk I position. Hopefully the entire process can be completed within the next 45 days.

General Fund

- Slightly over 50% of the Town’s budget of projected property tax collection has been received and posted.
- Over 20% of budget revenue in State Shared sales tax has been received.
- Over 45% of budget revenue in land use fees has been collected.
- The Beach/Marina/Lake budget revenue is still very low, but that will be collected as the next tourist and traveling season begins in the Spring
- ABC Profit Distributions have been received and resulted in a small surplus beyond budget projections

Water, Sewer, and Hydro Funds

- Water collections are on target with around 18% of budget revenues being collected for water and 24% being collected for sewer.
- Our power/energy generation has been minimum with almost \$17.500 being collection during the 1st quarter of the fiscal year-just under 5% of budget projections.

Communications – Communications Director Krejci continues her community outreach as she has posted 34 news articles that illustrate town related news, a listing of these articles with hyperlinks was emailed to over 1842 citizens, along with a link to the Town Calendar of Events.

Social Media: Published **54 Facebook posts** for the community with a **post reach of 40,497** for the month. The Town of Lake Lure now has over **19,000 followers** as of October 2022. By comparison, the City of Asheville has @1,000 followers. Top projects/activities:

- Confirmed that Lake Lure has been selected to host the Cycle NC 2023 Coastal Ride in Lake Lure 8/4-6.
- Mentoring with Lake Lure Classical Academy Students. One of my mentees has been accepted to two 4 year colleges. She will be the first in her family to attend college. Being accepted is the first step, now we must find scholarships!

Manager / Clerk / Admin Summary

October was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. We continue to work with Lebella Engineering on the new sewer system and planning on directional drilling (HDD) activities in the future. HDD advertising yielded no bidders for our anticipated boring project that was slated for this winter's drawdown. In the midst of major project, the Town continues to strengthen the relationship with state entities. In the area of project manager recruitment, 6 candidates were identified by Narloch, Associates. Virtual interviews were conducted with 4 of these candidates and 3 were then identified for in person interviews to be done after more background checks are to be performed. As of the end of October, one of these candidates has had their in person interview with the remaining two being slated for in the first two weeks of November.

- We also facilitated the work done by the TDA Steering Committee and help staff from Destination by Design put together an accessibility grant in support of our project with the TDA in phase 1 of the master plan for Morse park.
- We facilitated putting together and submitting for funding from the State's Fall Application process for ARPA funds. We worked with Chimney Rock Village in partnership with support each other's projects. The Town of Lake Lure has the potential for getting up to \$15 million from its own application and as much as \$11 million possible from our partnership with Chimney Rock Village.

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
411000 COMMISSION							
411000 COMMISSION							
	102 Salaries-Part Time	1,100.00	4,400.00	13,200.00	13,200.00	8,800.00	33 %
	109 FICA	84.15	336.60	1,100.00	1,100.00	763.40	31 %
	214 Supplies-Dept	0.00	423.73	3,000.00	3,000.00	2,576.27	14 %
	215 Supplies-Materials	0.00	5,000.00	15,000.00	15,000.00	10,000.00	33 %
	310 Travel and Transportation	0.00	0.00	2,750.00	2,750.00	2,750.00	0 %
	Account Total:	1,184.15	10,160.33	35,050.00	35,050.00	24,889.67	29 %
	Account Group Total:	1,184.15	10,160.33	35,050.00	35,050.00	24,889.67	29 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
	100 SALARIES	30,436.39	121,585.62	471,151.00	471,151.00	349,565.38	26 %
	103 Professional Services	0.00	4,500.00	58,600.00	58,600.00	54,100.00	8 %
	109 FICA	2,288.18	9,139.62	36,065.00	36,065.00	26,925.38	25 %
	110 Retirement	5,779.88	22,943.05	85,280.00	85,280.00	62,336.95	27 %
	111 Group Insurance	3,197.90	13,601.76	60,600.00	60,600.00	46,998.24	22 %
	120 401 (K) Contribution	589.20	2,196.10	23,600.00	23,600.00	21,403.90	9 %
	180 Legal Services	4,039.20	24,240.19	49,200.00	49,200.00	24,959.81	49 %
	190 Engineering Services	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
	214 Supplies-Dept	63.00	7,118.58	8,000.00	8,000.00	881.42	89 %
	215 Supplies-Materials	0.00	0.00	2,300.00	2,300.00	2,300.00	0 %
	310 Travel and Transportation	36.27	1,517.52	6,500.00	6,500.00	4,982.48	23 %
	320 Postage	29.15	552.49	4,000.00	4,000.00	3,447.51	14 %
	322 Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	324 Dues and Subscriptions	0.00	1,274.15	6,500.00	6,500.00	5,225.85	20 %
	330 Utilities	0.00	12,137.80	25,000.00	25,000.00	12,862.20	49 %
	350 Repairs and Maint-Buildings	0.00	9.95	12,500.00	70,575.00	70,565.05	0 %
	353 Repairs and Maint-Equipment	135.00	135.00	4,000.00	4,000.00	3,865.00	3 %
	370 Advertising	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	614 Lobbyist	0.00	20,000.00	60,000.00	60,000.00	40,000.00	33 %
	687 Contractual - County Tax Collection	0.00	14,483.25	16,000.00	16,000.00	1,516.75	91 %
	691 Contractual Services	1,669.27	27,791.70	73,275.00	91,975.00	64,183.30	30 %
	Account Total:	48,263.44	283,226.78	1,030,771.00	1,107,546.00	824,319.22	26 %
	Account Group Total:	48,263.44	283,226.78	1,030,771.00	1,107,546.00	824,319.22	26 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
	109 FICA	7.13	17.72	0.00	0.00	-17.72	*** %
	111 Group Insurance	18.54	47.00	0.00	0.00	-47.00	*** %
	321 Telephone	849.28	8,472.94	25,500.00	25,500.00	17,027.06	33 %
	325 Internet Services	0.00	1,846.35	4,800.00	4,800.00	2,953.65	38 %
	380 IT Support Services	0.00	11,968.00	79,720.00	79,720.00	67,752.00	15 %
	527 TECH-Website Update	0.00	0.00	4,100.00	4,100.00	4,100.00	0 %
	Account Total:	874.95	22,352.01	114,120.00	114,120.00	91,767.99	20 %
	Account Group Total:	874.95	22,352.01	114,120.00	114,120.00	91,767.99	20 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
431000 POLICE							
431000	POLICE						
100	SALARIES	40,387.54	168,067.63	541,523.00	543,048.00	374,980.37	31 %
101	OVERTIME	0.00	221.66	5,000.00	5,000.00	4,778.34	4 %
102	Salaries-Part Time	1,071.00	3,961.13	35,000.00	35,000.00	31,038.87	11 %
104	Separation Allowance-Law Enforcement	1,460.16	5,840.64	20,500.00	20,500.00	14,659.36	28 %
109	FICA	3,218.89	13,453.56	46,300.00	46,300.00	32,846.44	29 %
110	Retirement	8,014.36	32,465.25	106,600.00	106,600.00	74,134.75	30 %
111	Group Insurance	6,397.64	26,149.20	94,200.00	94,200.00	68,050.80	28 %
112	Special Benefit Fund-Police	2,019.38	8,414.46	25,525.00	25,525.00	17,110.54	33 %
212	Supplies-Fuel	0.00	7,055.98	27,500.00	27,500.00	20,444.02	26 %
214	Supplies-Dept	0.00	4,884.15	12,000.00	12,000.00	7,115.85	41 %
217	Supplies-Uniforms	767.83	7,159.36	10,000.00	10,000.00	2,840.64	72 %
220	Alcohol & Drug Ed.	341.95	341.95	1,000.00	1,000.00	658.05	34 %
310	Travel and Transportation	249.33	1,013.38	2,500.00	2,500.00	1,486.62	41 %
324	Dues and Subscriptions	4,195.79	5,348.28	6,300.00	6,300.00	951.72	85 %
333	Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	0 %
353	Repairs and Maint-Equipment	0.00	1,536.81	3,750.00	3,750.00	2,213.19	41 %
354	Repairs and Maint-Vehicles	920.00	11,699.74	25,000.00	33,000.00	21,300.26	35 %
490	Miscellaneous	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
524	Computers	0.00	9,549.16	10,000.00	10,000.00	450.84	95 %
691	Contractual Services	0.00	0.00	20,050.00	20,050.00	20,050.00	0 %
	Account Total:	69,043.87	307,162.34	994,248.00	1,003,773.00	696,610.66	31 %
	Account Group Total:	69,043.87	307,162.34	994,248.00	1,003,773.00	696,610.66	31 %
434000 FIRE							
434000	FIRE						
100	SALARIES	28,295.78	114,947.21	360,453.00	360,453.00	245,505.79	32 %
101	OVERTIME	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
102	Salaries-Part Time	2,821.50	4,482.00	35,000.00	35,000.00	30,518.00	13 %
109	FICA	2,316.54	8,880.25	31,795.00	31,795.00	22,914.75	28 %
110	Retirement	5,373.35	21,301.46	67,800.00	67,800.00	46,498.54	31 %
111	Group Insurance	4,477.06	18,260.32	66,200.00	66,200.00	47,939.68	28 %
120	401 (K) Contribution	1,065.69	4,174.55	18,723.00	18,723.00	14,548.45	22 %
212	Supplies-Fuel	0.00	4,247.83	20,000.00	20,000.00	15,752.17	21 %
214	Supplies-Dept	0.00	3,209.27	3,000.00	3,000.00	-209.27	107 %
215	Supplies-Materials	109.56	4,815.54	9,000.00	9,000.00	4,184.46	54 %
217	Supplies-Uniforms	0.00	645.58	4,000.00	4,000.00	3,354.42	16 %
218	Supplies-Equipment	0.00	6,153.50	20,000.00	20,000.00	13,846.50	31 %
310	Travel and Transportation	0.00	1,082.00	5,000.00	5,000.00	3,918.00	22 %
324	Dues and Subscriptions	2,431.21	12,805.25	8,100.00	8,100.00	-4,705.25	158 %
330	Utilities	0.00	8.24	11,500.00	11,500.00	11,491.76	0 %
351	Repairs and Maint-Grounds	0.00	2,968.46	5,000.00	5,000.00	2,031.54	59 %
353	Repairs and Maint-Equipment	257.25	769.64	15,000.00	15,000.00	14,230.36	5 %
354	Repairs and Maint-Vehicles	13,355.24	20,126.11	20,000.00	20,000.00	-126.11	101 %
490	Miscellaneous	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
514	Protective Clothing	0.00	0.00	14,000.00	14,000.00	14,000.00	0 %
553	RADIO REPLACEMENT	0.00	248.00	10,000.00	10,000.00	9,752.00	2 %
693	Fairfield Volunteer Fire Dept	0.00	33,500.00	67,000.00	67,000.00	33,500.00	50 %
694	Chimney Rock Volunteer Fire Dept	0.00	17,500.00	35,000.00	35,000.00	17,500.00	50 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
695	Bills Creek Volunteer Fire Dept	0.00	21,400.00	42,800.00	42,800.00	21,400.00	50 %
	Account Total:	60,503.18	301,525.21	892,371.00	892,371.00	590,845.79	34 %
	Account Group Total:	60,503.18	301,525.21	892,371.00	892,371.00	590,845.79	34 %
451000 PUBLIC WORKS-STREETS							
451000 PUBLIC WORKS-STREETS							
100	SALARIES	18,040.95	75,846.56	400,816.00	400,816.00	324,969.44	19 %
101	OVERTIME	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
109	FICA	1,364.55	5,737.09	31,392.00	31,392.00	25,654.91	18 %
110	Retirement	3,425.99	14,301.92	72,010.00	72,010.00	57,708.08	20 %
111	Group Insurance	3,179.36	13,288.84	77,220.00	77,220.00	63,931.16	17 %
120	401 (K) Contribution	753.90	3,153.99	20,555.00	20,555.00	17,401.01	15 %
211	Supplies-Automotive	0.00	5,986.36	25,000.00	25,000.00	19,013.64	24 %
214	Supplies-Dept	0.00	469.54	1,200.00	1,200.00	730.46	39 %
215	Supplies-Materials	126.66	1,942.32	35,000.00	35,000.00	33,057.68	6 %
217	Supplies-Uniforms	0.00	875.97	8,000.00	8,000.00	7,124.03	11 %
310	Travel and Transportation	0.00	0.00	500.00	500.00	500.00	0 %
331	Utilities-Street Lights	0.00	3,806.90	15,000.00	15,000.00	11,193.10	25 %
334	Utilities-Buildings	0.00	555.12	11,500.00	11,500.00	10,944.88	5 %
350	Repairs and Maint-Buildings	0.00	519.23	25,000.00	25,000.00	24,480.77	2 %
351	Repairs and Maint-Grounds	1,036.20	4,635.40	12,000.00	12,000.00	7,364.60	39 %
353	Repairs and Maint-Equipment	0.00	7,477.32	30,000.00	30,000.00	22,522.68	25 %
354	Repairs and Maint-Vehicles	13.90	4,576.19	20,000.00	20,000.00	15,423.81	23 %
550	Other Equipment	100.00	100.00	0.00	0.00	-100.00	*** %
691	Contractual Services	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	Account Total:	28,041.51	143,272.75	804,193.00	804,193.00	660,920.25	18 %
	Account Group Total:	28,041.51	143,272.75	804,193.00	804,193.00	660,920.25	18 %
472000 SANITATION							
472000 SANITATION							
691	Contractual Services	0.00	44,745.00	177,000.00	179,400.00	134,655.00	25 %
692	Contractual Services-Recycling	0.00	4,376.00	14,400.00	14,400.00	10,024.00	30 %
696	Tipping Fees	143.01	8,964.06	38,000.00	38,000.00	29,035.94	24 %
	Account Total:	143.01	58,085.06	229,400.00	231,800.00	173,714.94	25 %
	Account Group Total:	143.01	58,085.06	229,400.00	231,800.00	173,714.94	25 %
473000 DAM/Watershed Protection							
473000 DAM/Watershed Protection							
351	Repairs and Maint-Grounds	0.00	3,650.00	9,000.00	9,000.00	5,350.00	41 %
352	Repairs and Maint-Dam	0.00	5,843.94	14,000.00	14,000.00	8,156.06	42 %
	Account Total:	0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
	Account Group Total:	0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	3,837.44	15,733.50	63,100.00	63,100.00	47,366.50	25 %
109	FICA	293.34	1,202.57	4,800.00	4,800.00	3,597.43	25 %
110	Retirement	728.72	2,970.38	11,400.00	11,400.00	8,429.62	26 %
111	Group Insurance	639.58	2,631.20	9,500.00	9,500.00	6,868.80	28 %
120	401 (K) Contribution	191.88	786.70	3,300.00	3,300.00	2,513.30	24 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
585	Community Branding	76.42	2,212.30	15,500.00	15,500.00	13,287.70	14 %
	Account Total:	5,767.38	25,536.65	107,600.00	107,600.00	82,063.35	24 %
	Account Group Total:	5,767.38	25,536.65	107,600.00	107,600.00	82,063.35	24 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	9,285.19	37,242.66	279,601.00	279,601.00	242,358.34	13 %
109	FICA	704.69	2,826.42	21,227.00	21,227.00	18,400.58	13 %
110	Retirement	1,763.26	7,027.69	50,500.00	50,500.00	43,472.31	14 %
111	Group Insurance	1,279.16	5,213.76	38,410.00	38,410.00	33,196.24	14 %
120	401 (K) Contribution	248.26	993.04	13,930.00	13,930.00	12,936.96	7 %
180	Legal Services	448.80	2,518.20	20,000.00	20,000.00	17,481.80	13 %
212	Supplies-Fuel	0.00	221.90	1,000.00	1,000.00	778.10	22 %
214	Supplies-Dept	43.71	43.71	5,500.00	5,500.00	5,456.29	1 %
310	Travel and Transportation	47.17	297.17	4,000.00	4,000.00	3,702.83	7 %
324	Dues and Subscriptions	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
370	Advertising	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	RENTS	0.00	6,150.00	18,000.00	18,000.00	11,850.00	34 %
691	Contractual Services	0.00	0.00	17,000.00	17,000.00	17,000.00	0 %
	Account Total:	13,820.24	62,534.55	471,168.00	471,168.00	408,633.45	13 %
	Account Group Total:	13,820.24	62,534.55	471,168.00	471,168.00	408,633.45	13 %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	20,560.05	85,327.42	280,000.00	280,000.00	194,672.58	30 %
102	Salaries-Part Time	0.00	1,653.76	0.00	0.00	-1,653.76	*** %
109	FICA	1,459.41	6,230.45	22,500.00	22,500.00	16,269.55	28 %
110	Retirement	3,947.32	16,265.44	51,000.00	51,000.00	34,734.56	32 %
111	Group Insurance	3,239.44	13,281.06	57,000.00	57,000.00	43,718.94	23 %
120	401 (K) Contribution	1,025.71	4,257.18	14,000.00	14,000.00	9,742.82	30 %
212	Supplies-Fuel	0.00	2,964.48	15,000.00	15,000.00	12,035.52	20 %
213	Supplies-Boat Fuel & Supplies	0.00	4,395.65	12,000.00	12,000.00	7,604.35	37 %
214	Supplies-Dept	169.75	337.38	5,000.00	5,000.00	4,662.62	7 %
215	Supplies-Materials	193.78	575.53	25,000.00	25,000.00	24,424.47	2 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
217	Supplies-Uniforms	353.04	847.98	1,500.00	1,500.00	652.02	57 %
219	Boat and Fishing Permits	0.00	0.00	6,500.00	6,500.00	6,500.00	0 %
310	Travel and Transportation	720.72	911.88	2,000.00	2,000.00	1,088.12	46 %
330	Utilities	0.00	0.00	6,700.00	6,700.00	6,700.00	0 %
335	Flowering Bridge Lighting	0.00	270.07	3,500.00	3,500.00	3,229.93	8 %
351	Repairs and Maint-Grounds	837.88	19,229.54	100,000.00	100,000.00	80,770.46	19 %
353	Repairs and Maint-Equipment	0.00	2,509.04	14,000.00	14,000.00	11,490.96	18 %
691	Contractual Services	245.00	9,549.30	40,500.00	40,500.00	30,950.70	24 %
697	Dredging & Debris Removal	0.00	400.00	0.00	0.00	-400.00	*** %
	Account Total:	32,752.10	169,006.16	664,200.00	664,200.00	495,193.84	25 %
	Account Group Total:	32,752.10	169,006.16	664,200.00	664,200.00	495,193.84	25 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
615000 BEACH & MARINA							
615000 BEACH & MARINA							
	214 Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	350 Repairs and Maint-Buildings	342.00	342.00	4,000.00	4,000.00	3,658.00	9 %
	351 Repairs and Maint-Grounds	917.72	3,670.88	10,200.00	10,200.00	6,529.12	36 %
	353 Repairs and Maint-Equipment	0.00	0.00	1,300.00	1,300.00	1,300.00	0 %
	Account Total:	1,259.72	4,012.88	17,500.00	17,500.00	13,487.12	23 %
	Account Group Total:	1,259.72	4,012.88	17,500.00	17,500.00	13,487.12	23 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	506 HVAC System/Police	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	516 PUBLIC SERVICES BLDG	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	522 Pool Creek Bridge Light Replacement	4,980.00	4,980.00	10,000.00	10,000.00	5,020.00	50 %
	530 P&R-Mower	0.00	2,650.00	18,000.00	18,000.00	15,350.00	15 %
	541 POLICE-Vehicles	0.00	0.00	57,000.00	57,000.00	57,000.00	0 %
	548 Parking Lot	0.00	0.00	200,000.00	200,000.00	200,000.00	0 %
	550 Other Equipment	0.00	36,919.81	42,504.00	155,000.00	118,080.19	24 %
	555 PW Storage Bldg	0.00	0.00	450,000.00	450,000.00	450,000.00	0 %
	559 PW BLDG-Renovations	10,000.00	25,500.00	40,000.00	40,000.00	14,500.00	64 %
	576 DAM-AUTOMATION	0.00	188,473.00	256,560.00	256,560.00	68,087.00	73 %
	587 DAM BOOM REPLACEMENT	0.00	0.00	70,000.00	70,000.00	70,000.00	0 %
	592 PW-Street Paving	0.00	29,822.60	150,000.00	150,000.00	120,177.40	20 %
	697 Dredging & Debris Removal	0.00	454,124.70	1,000,000.00	1,000,000.00	545,875.30	45 %
	Account Total:	14,980.00	742,470.11	2,359,064.00	2,471,560.00	1,729,089.89	30 %
	Account Group Total:	14,980.00	742,470.11	2,359,064.00	2,471,560.00	1,729,089.89	30 %
820000 BONUSES (PERFORMANCE & LONGEVITY)							
820000 BONUSES (PERFORMANCE & LONGEVITY)							
	100 SALARIES	0.00	2,223.65	0.00	0.00	-2,223.65	*** %
	109 FICA	0.00	81.99	0.00	0.00	-81.99	*** %
	120 401 (K) Contribution	0.00	53.59	0.00	0.00	-53.59	*** %
	Account Total:	0.00	2,359.23	0.00	0.00	-2,359.23	*** %
	Account Group Total:	0.00	2,359.23	0.00	0.00	-2,359.23	*** %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	504 VEHICLES	0.00	13,927.47	44,500.00	44,500.00	30,572.53	31 %
	531 FIRE-Fire Engine	0.00	0.00	46,300.00	46,300.00	46,300.00	0 %
	541 POLICE-Vehicles	0.00	2,779.53	17,225.00	17,225.00	14,445.47	16 %
	550 Other Equipment	2,195.95	16,887.42	144,500.00	144,500.00	127,612.58	12 %
	561 Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	0 %
	573 Barge/Excavator	9,251.78	27,567.95	0.00	0.00	-27,567.95	*** %
	720 Bond Interest	1,172.68	5,419.30	58,500.00	58,500.00	53,080.70	9 %
	Account Total:	12,620.41	66,581.67	412,925.00	412,925.00	346,343.33	16 %
	Account Group Total:	12,620.41	66,581.67	412,925.00	412,925.00	346,343.33	16 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
920000 Non-Governmental							
920000 Non-Governmental							
	130 Unemployment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	450 Insurance	0.00	145,759.73	165,000.00	165,000.00	19,240.27	88 %
	751 Bank Fees	0.00	21.50	2,500.00	2,500.00	2,478.50	1 %
	Account Total:	0.00	145,781.23	172,500.00	172,500.00	26,718.77	85 %
	Account Group Total:	0.00	145,781.23	172,500.00	172,500.00	26,718.77	85 %
980000 TRANSFERS							
980000 TRANSFERS							
	967 Transfer to Capital Reserve Fund	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	289,253.96	2,353,560.90	9,928,110.00	10,129,306.00	7,775,745.10	23 %
21 Capital Reserve Fund							
980000 TRANSFERS							
980000 TRANSFERS							
	958 Transfer to Fund Balance	0.00	0.00	1,150,000.00	1,150,000.00	1,150,000.00	0 %
	966 Transfer To General	0.00	0.00	450,000.00	450,000.00	450,000.00	0 %
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
53 WATER AND SEWER FUND							
713000 WATER							
713000 WATER							
	214 Supplies-Dept	193.75	387.50	15,000.00	15,000.00	14,612.50	3 %
	310 Travel and Transportation	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	324 Dues and Subscriptions	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	330 Utilities	0.00	1,464.90	15,000.00	15,000.00	13,535.10	10 %
	350 Repairs and Maint-Buildings	0.00	12,417.87	20,000.00	20,000.00	7,582.13	62 %
	353 Repairs and Maint-Equipment	0.00	3,505.11	30,000.00	30,000.00	26,494.89	12 %
	358 Repairs and Maint-Lines	0.00	0.00	18,000.00	18,000.00	18,000.00	0 %
	430 Equipment Rental	0.00	0.00	500.00	500.00	500.00	0 %
	691 Contractual Services	0.00	8,532.50	20,000.00	20,000.00	11,467.50	43 %
	Account Total:	193.75	26,307.88	124,500.00	124,500.00	98,192.12	21 %
	Account Group Total:	193.75	26,307.88	124,500.00	124,500.00	98,192.12	21 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
53 WATER AND SEWER FUND							
714000 SEWER							
714000 SEWER							
	103 Professional Services	0.00	300.00	3,000.00	3,000.00	2,700.00	10 %
	214 Supplies-Dept	0.00	75.61	800.00	800.00	724.39	9 %
	215 Supplies-Materials	661.22	28,154.41	180,000.00	180,000.00	151,845.59	16 %
	310 Travel and Transportation	0.00	782.01	4,000.00	4,000.00	3,217.99	20 %
	320 Postage	235.84	911.04	4,000.00	4,000.00	3,088.96	23 %
	330 Utilities	0.00	1,275.11	16,000.00	16,000.00	14,724.89	8 %
	350 Repairs and Maint-Buildings	654.25	10,170.25	20,000.00	20,000.00	9,829.75	51 %
	353 Repairs and Maint-Equipment	1,070.54	3,821.62	45,000.00	45,000.00	41,178.38	8 %
	355 Repairs and Maint-Collection System	0.00	139.64	25,000.00	25,000.00	24,860.36	1 %
	358 Repairs and Maint-Lines	0.00	704.80	0.00	0.00	-704.80	*** %
	550 Other Equipment	0.00	0.00	0.00	155,000.00	155,000.00	0 %
	613 Manhole Rehabi Project	0.00	129,044.20	0.00	0.00	-129,044.20	*** %
	690 Contractual Services-Sludge Hauling	13,800.00	50,044.75	160,000.00	160,000.00	109,955.25	31 %
	691 Contractual Services	622.28	5,818.40	79,000.00	79,000.00	73,181.60	7 %
	699 Contractual Services-WWTP Operator	252.00	4,582.00	40,000.00	40,000.00	35,418.00	11 %
	Account Total:	17,296.13	235,823.84	576,800.00	731,800.00	495,976.16	32 %
	Account Group Total:	17,296.13	235,823.84	576,800.00	731,800.00	495,976.16	32 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	511 WATER METERS	0.00	0.00	200,000.00	200,000.00	200,000.00	0 %
	547 CAMERAS/CAMERAS	0.00	0.00	8,500.00	8,500.00	8,500.00	0 %
	557 FIREFLY COVE SYSTEM	0.00	0.00	250,000.00	250,000.00	250,000.00	0 %
	Account Total:	0.00	0.00	458,500.00	458,500.00	458,500.00	0 %
	Account Group Total:	0.00	0.00	458,500.00	458,500.00	458,500.00	0 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	611 SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	0 %
	612 Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	0 %
	720 Bond Interest	0.00	0.00	5,160.00	5,160.00	5,160.00	0 %
	Account Total:	0.00	0.00	125,105.00	125,105.00	125,105.00	0 %
	Account Group Total:	0.00	0.00	125,105.00	125,105.00	125,105.00	0 %
980000 TRANSFERS							
980000 TRANSFERS							
	958 Transfer to Fund Balance	0.00	0.00	365,455.00	365,455.00	365,455.00	0 %
	Account Total:	0.00	0.00	365,455.00	365,455.00	365,455.00	0 %
	Account Group Total:	0.00	0.00	365,455.00	365,455.00	365,455.00	0 %
	Fund Total:	17,489.88	262,131.72	1,650,360.00	1,805,360.00	1,543,228.28	15 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 22

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
56 ELECTRIC FUND							
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100	SALARIES	17,307.18	69,228.72	87,500.00	87,500.00	18,271.28	79 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
109	FICA	1,346.50	5,374.74	6,950.00	6,950.00	1,575.26	77 %
110	Retirement	3,286.64	13,063.49	15,000.00	15,000.00	1,936.51	87 %
111	Group Insurance	1,918.74	7,991.52	10,000.00	10,000.00	2,008.48	80 %
120	401 (K) Contribution	594.78	2,379.12	4,313.00	4,313.00	1,933.88	55 %
212	Supplies-Fuel	0.00	2,329.25	6,000.00	6,000.00	3,670.75	39 %
214	Supplies-Dept	0.00	123.94	6,200.00	6,200.00	6,076.06	2 %
320	Postage	0.00	44.32	0.00	0.00	-44.32	*** %
321	Telephone	0.00	1,071.57	3,000.00	3,000.00	1,928.43	36 %
330	Utilities	0.00	727.42	6,000.00	6,000.00	5,272.58	12 %
350	Repairs and Maint-Buildings	70.00	1,773.00	15,000.00	15,000.00	13,227.00	12 %
353	Repairs and Maint-Equipment	0.00	1,542.38	40,000.00	40,000.00	38,457.62	4 %
691	Contractual Services	0.00	70.00	42,000.00	42,000.00	41,930.00	0 %
	Account Total:	24,523.84	105,719.47	281,963.00	281,963.00	176,243.53	37 %
	Account Group Total:	24,523.84	105,719.47	281,963.00	281,963.00	176,243.53	37 %
980000 TRANSFERS							
980000 TRANSFERS							
958	Transfer to Fund Balance	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	Account Total:	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	Account Group Total:	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	Fund Total:	24,523.84	105,719.47	400,150.00	400,150.00	294,430.53	26 %
75 CHIMNEY ROCK WATER FUND							
713000 WATER							
713000 WATER							
214	Supplies-Dept	193.75	1,187.50	0.00	0.00	-1,187.50	*** %
320	Postage	44.88	167.28	0.00	0.00	-167.28	*** %
968	Payments to Chimney Rock Water Works	0.00	20,500.69	0.00	0.00	-20,500.69	*** %
	Account Total:	238.63	21,855.47	0.00	0.00	-21,855.47	*** %
	Account Group Total:	238.63	21,855.47	0.00	0.00	-21,855.47	*** %
	Fund Total:	238.63	21,855.47	0.00	0.00	-21,855.47	*** %
	Grand Total:	331,506.31	2,743,267.56	13,578,620.00	13,934,816.00	11,191,548.44	20 %

V

PUBLIC HEARING

- A. Ordinance No. 22-11-08 Amending Article I Section 36-5, Article VIII Sections 36-235 - 36-261, and Article X Section 36-295 of the Zoning Regulations of the Town of Lake Lure Code of Ordinances – Gatehouses, Guardhouses, and Security Gates

- B. Ordinance No. 22-11-08A Replacing Section 36-72(5) of the Zoning Regulations of the Town of Lake Lure Code of Ordinances – Mobile Food Vendors

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 8, 2022**

SUBJECT: Ordinance No. 22-11-08 Amending Article I Section 36-5, Article VIII Sections 36-235 – 36-261, and Article X 36-295 of the Zoning Regulations of the Town of Lake Lure Code of Ordinances

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number: A
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

The existing Code of Ordinances does not adequately define or address gatehouses, guardhouses, or security gates. Community Development and the Zoning and Planning Board reviewed existing ordinances and recommended that that Article I Section 36-5 define gatehouses, guardhouses, and security gates. Additionally, it was recommended that Article VIII Section 36-235 be added to the Zoning Regulations to address gatehouses, guardhouses, and security gates. Lastly, it was recommended that Article X Section 36-295 be amended to address regulations regarding gatehouses, guardhouses, and security gates in terms of exceptions to required yards. The Zoning and Planning Board recommended the initial draft ordinance to Town Council. Town Council reviewed the initial draft ordinance at the October 26th work session meeting and minor changes were made based on Council deliberation.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 22-11-08 Amending Article I Section 36-5, Article VIII Sections 36-235 – 36-261, and Article X 36-295 of the Zoning Regulations of the Town of Lake Lure Code of Ordinances

ATTACHMENTS:

Draft Ordinance No. 22-11-08 Amending Article I Section 36-5, Article VIII Sections 36-235 – 36-261, and Article X 36-295 of the Zoning Regulations of the Town of Lake Lure Code of Ordinances

STAFF’S COMMENTS AND RECOMMENDATIONS:

Town staff recommends the approval of Ordinance No. 22-11-08, which will aid the Community Development department in regulating and addressing gatehouses, guardhouses, and security gates.

ORDINANCE NUMBER 22-11-08

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

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

WHEREAS, The Town of Lake Lure Town Council has deemed that it is necessary to define and address gatehouses, guardhouses, and security gates; and

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

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

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

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

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

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

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

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

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

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

- a. Gatehouses, guardhouses and security gates may be permitted provided that:
 1. it is not located on a publicly dedicated street or street right-of-way; and

2. the project proposal is reviewed and approved by the Fire Chief, Police Chief and any other authority having jurisdiction (AHJ).

b. Gatehouses, guardhouses and security gates are exempt from yard setback requirements but for applications other than personal dwellings:

1. shall be setback sufficiently far from public road access to allow for the stacking of at least three (3) vehicles out of the public travel lanes on the public road;

2. shall have an additional setback in front of the gate to allow a vehicle which is denied access to safely turn around and exit onto a public road;

3. shall provide adequate gate width and alignment of approach and departure areas, on both sides of gate, to allow free and unimpeded passage of emergency vehicles;

4. where the gate crosses a travel way, such gate shall open so as to provide a minimum width of 18 feet of passage for two-way travel; or minimum width of 12 feet of passage for one-way travel.

c. Gatehouses, guardhouses and security gates shall provide unfettered and immediate access to all private roads by emergency and law enforcement vehicles and reasonably guarantee access to all private roads by Town, County and State of North Carolina employees operating within the scope of their official duties to perform governmental regulatory activities, and to all public utility companies to perform installation and maintenance activities of public utility infrastructure. If an emergency necessitates the breaking of an entrance gate, the cost of repairing the gate and the emergency vehicle if applicable, shall be the responsibility of the owner or operator of the gate. A statement to this effect shall be filed with the Town of Lake Lure Police Department and appear on the final plat of all new development.

~~Secs. 36-235—36-261. Reserved.~~

~~Secs. 36-236—36-261. Reserved.~~

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

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

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

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

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

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

SECTION SIX. All provisions of any Town ordinance inconsistent with the language herein adopted are hereby repealed.

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

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

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 8, 2022**

SUBJECT: Ordinance No. 22-11-08A Replacing Article III Section 36-72(5) of the Zoning Regulations of the Town of Lake Lure Code of Ordinances

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number: B
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

The Community Development Department, Town Attorney Zoning and Planning Board reviewed Town Ordinances in regard to mobile food vendors. Town Council had reviewed and discussed various changes posed at a previous work session meeting. Following Council discussions, Community Development brought the subject back to the attention of the Zoning and Planning Board. On October 24th, the Zoning and Planning Board finalized an ordinance recommend for Council approval. Town Council reviewed the recommended ordinance at the October 26th work session meeting and minor revisions were made based on Council deliberation.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 22-11-08A Replacing Article III Section 36-72(5) of the Zoning Regulations of the Town of Lake Lure Code of Ordinances

ATTACHMENTS:

Draft Ordinance No. 22-11-08A Replacing Article III Section 36-72(5) of the Zoning Regulations of the Town of Lake Lure Code of Ordinances

STAFF'S COMMENTS AND RECOMMENDATIONS:

Town staff recommends the approval of Ordinance No. 22-11-08A.

ORDINANCE NUMBER 22-11-08A

AN ORDINANCE REPLACING ARTICLE III SECTION 36-72(5) OF THE ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES

WHEREAS, The Town of Lake Lure Code of Ordinances does not adequately address mobile food vendor operations within the Town; and

WHEREAS, The Town of Lake Lure Zoning and Planning Board has recommended that the Town Council adopt the attached replacement ordinance to define Mobile Food Vendors and address Mobile Food Vendors as a permitted use within the Town; and

WHEREAS, The Town of Lake Lure Town Council has deemed that it is necessary to define Mobile Food Vendors and address Mobile Food Vendors as a permitted use within the Town; and

WHEREAS, The Town of Lake Lure Town Council has determined that the existing Article III Section 36-72(5) of the Zoning Regulations should be replaced with the recommended new Mobile Food Vendors ordinance.

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

SECTION ONE. Article III Section 36-72(5) is hereby replaced with the following language:

Section 36-72(5) Mobile Food Vendors

a. Definitions.

1. Mobile Food Vendor means a readily movable trailer or motorized wheeled vehicle, currently registered with the N.C. Division of Motor Vehicles, equipped to serve food.
2. Regulatory Fee means a fee assessed to cover the cost of regulating a particular type of business activity that is assessed to an operator of that type of business.

b. Permitting.

1. *Permit required for Mobile Food Vendor operator:* An annual Mobile Food Vendor permit from the Zoning Administrator of the Town of Lake Lure shall be required prior to operating a Mobile Food Vendor in Lake Lure. A regulatory fee will be assessed to cover the costs associated with regulation of Mobile Food Vendors in Lake Lure.
2. A Mobile Food Vendor Permit is valid for one (1) year from the month in which the permit was issued. This permit shall be posted in a visible location on the food truck.
3. The Mobile Food Vendor shall have the signed approval of the property owner for any location at which the Mobile Food Vendor operates.
4. Mobile Food Vendors operating on Town-owned property must provide evidence of at least \$300,000 liability insurance coverage.
5. Mobile Food Vendors shall provide documentation of approval from the North Carolina Department of Health and Human Services. A valid health permit must be maintained for

the duration of the Mobile Food Vendor permit and shall be placed in a conspicuous location on the vehicle for public inspection.

6. *Zoning permit required for property use:* No land may be used for a Mobile Food Vendor operation until a certificate of zoning compliance shall have been issued to the property owner. The zoning permit shall be for Mobile Food Vendor operations as either a commercial primary use or as an accessory to a commercial use. Zoning district yard setbacks shall apply to any Mobile Food Vendor location.

c. Locations and Restrictions.

1. Permitted Mobile Food Vendors may operate on private property that has a valid zoning permit for Mobile Food Vendor use within the following districts:

R-3 Resort Residential: with a special use permit when in conjunction with a hotel, motel, lodge or resort; or as an accessory use to an existing restaurant
CN Commercial Neighborhood District
CTC Commercial Town Center District
CG Commercial District
CSG Commercial Shopping Center District
S-1 Scenic Natural Attraction District
GU Governmental Institutional Use District, upon approval of Town Council

2. Permitted Mobile Food Vendors may operate on private property as an accessory use to a legally permitted campground in any zoning district.
3. Permitted Mobile Food Vendors may operate on Town-owned property with approval from Town Council regardless of the zoning district.
4. Permitted Mobile Food Vendors may be utilized for a specific, temporary event in conjunction with the following uses, regardless of the zoning district in which they are located:

Primary Event Venues in connection with an event at the venue.
Accessory Residential Event Venues in connection with an event at the venue.
Churches or school, in connection with temporary event on that location.
Town Council approved Farmers' Markets with Mobile Food Vendor(s) use approved.
Town Council approved festival or event with Mobile Food Vendor(s) use approved.
Residences, in connection with a private event at the residence.

5. The Mobile Food Vendor vehicle shall be positioned at least 100 feet from the customer entrance of an existing restaurant during its hours of operation, unless the Mobile Food Vendor operator provides documentation from the restaurant owner supporting a closer proximity.
6. The Mobile Food Vendor vehicle shall not block drive aisles, other access to loading/service areas, or emergency access and fire lanes. The Mobile Food Vendor vehicle must also be positioned at least 15' away from fire hydrants, any fire department connection, driveway entrances, alleys, or handicapped parking spaces and must have at least three off-street parking spaces in addition to spaces required by Section 36-218 for any other existing uses on parcel.

7. These Mobile Food Vendor permitting requirements, rights or privileges shall not apply in any respect to food vending at any event that is approved and sanctioned, or sponsored, by Town Council. Town Council shall consider the recommendations of the Police Chief, Fire Chief and Community Development Director when approving specific, individualized requirements, rights and/or privileges for any such event.

d. Public Safety and Nuisance Provisions

1. A trash receptacle shall be provided for customers. Town trash receptacles do not satisfy this requirement. All associated equipment, including trash receptacles, must be within five (5) feet of the Mobile Food Vendor vehicle.
2. Temporary connections to potable water are prohibited. All plumbing and electrical connections shall be in accordance with the State Building Code.
3. No liquid, grease or solid wastes may be discharged from the Mobile Food Vendor. Absolutely no waste may be disposed of in tree pits, storm drains, or onto the sidewalks, streets, or other public space. Under no circumstances shall grease be released or disposed of in the Town's sanitary sewer system.
4. Mobile Food Vendor vehicle must have the following fire extinguisher on board during hours of operation: minimum Class 2A, 10B, and C rated extinguisher. If food preparation involves deep frying, a Class K fire extinguisher must also be on the vehicle. All National Fire Protection Association (NFPA) standards shall be met to include fire extinguishers and fire suppression hood systems shall be maintained.
5. If the Mobile Food Vendor vehicle operates after dark, the Vendor shall provide appropriate lighting. Lighting shall be such that minimizes the glare on roadways and surrounding properties.
6. No signage shall be allowed other than signs permanently attached to the Mobile Food Vendor vehicle and one (1) sandwich style menu sign.
7. The noise level from the Mobile Food Vendor vehicle and operations shall comply with the Town's noise ordinance.
8. Mobile Food Vendors shall only operate between the hours of 7am to 11pm.

e. Revocation of permit

1. The permit issued for the Mobile Food Vendor operator may be revoked if the Vendor violates any of the provisions contained in this article; or any Environmental Health Department, county or state regulation pertaining to mobile food vendor operations.
2. If at any time evidence of the improper disposal of liquid waste or grease is discovered, all permits for the Mobile Food Vendor shall be rendered null and void, and the operation within the Town will cease.
3. If at any time, the Environmental Health Department revokes or suspends the issued food vending permit, all Town permits shall be revoked or suspended simultaneously.

4. The town manager may revoke a permit if he or she determines that the Mobile Food Vendor's operations are causing parking, traffic congestion, or litter problems either on or off the property where the use is located or that such use is otherwise creating a danger to the public health or safety.

f. Exceptions

1. A temporary event sponsored by local schools, churches, registered not-for-profit organizations, or the local Chamber of Commerce may have Mobile Food Vendor permit fees waived or reduced with recommendation of Zoning Administrator and Town Council approval.
2. Actively operating restaurants within the Town limits may apply for up to one (1) waived Mobile Food Vendor permit fee. The Mobile Food Vendor permit will still be required.

g. Penalties.

1. Any violation of subsections B, C, and D shall constitute a civil violation and subject the violator to a civil penalty in the amount of fifty dollars (\$50.00). Each day that a violation continues uncorrected shall constitute a separate violation. In addition, these violations subject the vendor to permit revocation as outlined in subsection (E).
2. The Code Enforcement Officer and his/her designees are authorized to determine the existence of the violations and to assess the civil penalties established by this article by issuing a citation to the person determined to be in violation or by sending a letter to the vendor responsible for the violation. Any such notice or citation shall state the nature of the violation and the procedures available for review of the penalty imposed.
3. Any violation and penalty assessed under this article may be appealed to the town manager provided such appeal is filed with the town manager's office within fifteen (15) days after notice of said civil penalty. If an appeal is timely filed, the manager or his designee shall conduct an administrative hearing; shall consider any information the party assessed the penalty presents; and shall render a decision on the appeal within ten (10) days of the conclusion of the hearing. If no appeal is filed, the determination of the Code Enforcement Officer or his or her designee shall be final.
4. Any penalty not paid within thirty (30) days of assessment, or the conclusion of any appeals taken under the provisions of this section may be recovered by the town in a civil action in the nature of the debt. In addition to the penalties and remedies provided by this section, the Town may institute any appropriate action or proceedings to prevent, restrain, correct, or abate a violation of this Section.

SECTION TWO. The Town of Lake Lure Town Council deems Ordinance No. 22-11-08A to be consistent with the Lake Lure Comprehensive Plan because it improves the tourism and employment in relation to food services.

SECTION THREE. The Town of Lake Lure Town Council deems Ordinance No. 22-11-08A to be reasonable and in the public interest because it allows mobile food vendors to operate outside of Town sanctioned events, while maintaining the needs of Lake Lure and relieving event organizers and mobile food vendor operators of being required to complete redundant permitting steps.

SECTION FOUR. All provisions of any Town ordinance inconsistent with the language herein adopted are hereby repealed.

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

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

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

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 October 11, 2022 Regular Town Council Meeting Minutes and the October 26, 2022 Regular Town Council Work Session Meeting Minutes
- B. Accounting Clerk I Position Description Addition of Driver License Requirement
- C. Resolution No. 22-11-08 Authorizing Electronic Advertisement of Bids
- D. Ordinance No. 22-11-08B Amending Code of Ordinances Section 4-2. Dangerous dogs; barking; leash requirements.



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, OCTOBER 11, 2022, 5:00 P.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

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

ABSENT: N/A

I. CALL TO ORDER

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

II. APPROVE THE AGENDA

Commissioner Jim Proctor made a motion to relocate New Business Item D to Presentation Item A, and to relocated Consent Agenda Item I to Unfinished Business Item A. Commissioner Patrick Bryant seconded and the motion carried 4-0.

Commissioner David DiOrio made a motion to approve the agenda, as amended. Commissioner Proctor seconded and the motion carried 4-0.

III. MAYOR'S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance.

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Hank Perkins summarized highlights from his Manager’s Report for September.

V. COUNCIL LIAISON REPORTS & COMMENTS

Commissioner Scott Doster reported the activities of the ABC Board, Zoning and Planning Board, and the Parks and Recreation Board.

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

Mayor Pritchett reported the activities of the Lake Lure Steering Committee.

VI. PRESENTATIONS

A. CONSIDER THE ADOPTION OF THE FOOTHILLS REGIONAL COMPREHENSIVE TRANSPORTATION PLAN AND ENDORSING THE LAKE LURE SECTION OF THE PLAN TO RUTHERFORD COUNTY

Mr. Alan Toney with Foothills Regional explained that he had attended the September Town Council work session meeting to further detail and discuss the Foothills Regional Comprehensive Transportation plan. Mr. Toney expressed that he would be happy to answer any additional questions that the Council might have. There were no additional questions.

Commissioner Proctor made a motion to adopt the Foothills Regional Comprehensive Transportation Plan and Endorse the Lake Lure Section of the Plan to Rutherford County. Commissioner Bryant seconded and the motion carried 4-0.

VI. PRESENTATIONS

B. MORSE PARK MASTER PLAN NC ACCESSIBILITY FOR PARKS (AFP) GRANT PROGRAM

Mr. Ron Hancock with Destination by Design (DBD) presented on the Morse Park Master Plan NC Accessibility for Parks Grant Program.

Council members and Mr. Hancock discussed grant matching requirements. Commissioner DiOrio asked if the local match had to be immediate. Mr. Hancock answer that Town and Rutherford County Tourism Development Authority (TDA) would be required to provide the local match within a span of three years.

Mayor Pritchett thanked from for the TDA and DBD.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

Jonathan Hinkle, 1804 Memorial Highway, expressed a complaint regarding the current zoning and lake use regulations. Mr. Hinkle noted that he does not think that the current regulations fit the needs of Lake Lure. Mr. Hinkle expressed that some regulations are being seen as “black and white” and cited dock repairs as an issue. Mr. Hinkle recommended holding an event to have collaborative conversation between Town staff, contractors, and homeowners to discuss the needs of the community. Mr. Hinkle noted he would like to hold discussion and have his concerns heard by the Town.

Sunnee Clark, 137 Sea Wish Way, expressed that she often plays pickle ball and would like to know what to do to continue to have courts, build more, repairs, etc. Noted that she would like to start a partnership with the Town to upkeep and build pickle ball courts. Cited needs for pickle ball including attracts peoples and events (can hold tournaments), cited player age and other demographic, 4.8 million people who play pickle ball with NC being a top state. Another resident agreed

Sue Trombino, 257 Seton Road, expressed that her and her husband feel singled out by leash requirements being discussed tonight. Mrs. Trombino noted that her husband had a negative experience with a law enforcement officer regarding the use of an e-collar rather than a leash on Town property and that the ordinance was amended following the encounter. Mrs. Trombino also expressed concern that the ordinance was amended in September under the consent agenda rather than being discussed by Council in new business. Mrs. Trombino recalled having a meeting with the Town Manager and Town Clerk regarding the issue. Mrs. Trombino reiterated that she feels targeted by the amended leash requirements.

Debbie Warren, 138 Yacht Island Drive, asked if Council would be addressing the leash requirements and it was noted that the Council would discuss the requirements under new business tonight.

VIII. CONSENT AGENDA

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

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

- A. Approval of the September 13, 2022 Regular Town Council Meeting Minutes, the September 28, 2022 Special Town Council Meeting Minutes, the September 28,

2022 Regular Town Council Work Session Minutes, and the September 30, 2022
Special Town Council Meeting Minutes

- B. Accounting Clerk I Position and Salary Grade
- C. Community Development Administrative Support Specialist Position
- D. LaBella Task 15 Wastewater Treatment Plant Master Plan
- E. LaBella Task 16 Deep Water Launch Permitting
- F. Resolution No. 22-10-11 Declaring Fire Department Pump Surplus and Authorizing Transfer to Hankins-North Folk Volunteer Fire Department
- G. Resolution No. 22-10-11A 2023 Dredging Grant
- H. Tree Removal from within 995' Boundary Request – Lot 3 on Chapel Point Road (Parcel #1617657)
- I. Approve Annual Addendum to the County Service District Contract

RESOLUTION NO. 22-10-11

RESOLUTION BY TOWN OF LAKE LURE TOWN COUNCIL DECLARING FIRE DEPARTMENT PUMP SURPLUS AND AUTHORIZING TRANSFER TO HANKINS-NORTH FOLK VOLUNTEER FIRE DEPARTMENT

WHEREAS, North Carolina General Statute 160A-274 authorizes the conveyance of personal property between governmental units with or without financial consideration; and

WHEREAS, The Town of Lake Lure Fire Department possesses a Champion Hercules Portable Pump that is no longer of use to the Town; and

WHEREAS, Hankins-North Fold Volunteer Fire Department has expressed interest in obtaining the Portable Pump from the Town.

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

Section 1. The Town of Lake Lure Town Council hereby declares the Lake Lure Fire Department's Champion Hercules Portable Pump as surplus personal property.

Section 2. The Town of Lake Lure Town Council grants authorization for the Town Manager to dispose of the surplus property in accordance with G.S. 160A-274.

Section 3. The Town Manager will execute the disposal of the Portable Pump in accordance with G.S. 160A-274 and convey the property to Hankins-North Fold Volunteer Fire Department for the price of \$200.

RESOLUTION NO. 22-10-11A

WHEREAS, the Town of Lake Lure Board of Commissioners desires to sponsor, the Town of Lake Lure General Navigation Dredging Project. This project is projected to remove approximately 40,000 cubic yards of sediment via dredging from the Broad River and Lake Lure, improving general navigation and boater safety in an area of the lake that experiences significant impact from upstream sedimentation, impeding access to the Town marina and public launch ramp.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board requests the State of North Carolina to provide financial assistance to the Town of Lake Lure for the Town of Lake Lure General Navigation Dredging Project in the amount of \$ 750,000 or 75 percent of project construction cost, whichever is the lesser amount;
- 2) The Board assumes full obligation for payment of the balance of project costs;
- 3) The Board will obtain all necessary State and Federal permits;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Board will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) The Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Board accepts responsibility for the operation and maintenance of the completed project.

IX. UNFINISHED BUSINESS

A. BUDGET AMENDMENT #343 FOR VIDEO PRODUCTION

Commissioner DiOrio expressed that the reason for removing this item from the Consent Agenda is because there is a discrepancy in the amount specified in the budget amendment. Commissioner noted that the budget amendment should be for \$30,000.

Commissioner DiOrio made a motion to approve Budget Amendment #343 for video production, with the amount amended to \$30,000. Commissioner Proctor seconded and the motion carried 4-0.

X. NEW BUSINESS

A. ORDINANCE NO. 22-10-11 AMENDING CODE OF ORDINANCES SECTION 4-2. DANGEROUS DOGS; BARKING; LEASH REQUIREMENTS.

Manager Perkins noted that during the September meeting, an ordinance amending section 4-2 was adopted under consent agenda. Manager Perkins explained that issues had emerged regarding details of the amendments, specifically the 6 ft. length requirement, so the Town Council is re-addressing the leash requirements ordinance. Manager Perkins further explained that this was also discussed during the September 28th work session meeting and read aloud the proposed amendment.

Commissioner Doster asked Mrs. Trombino, who spoke on this topic during public comment, if her dogs are on an electronic leash and she answered yes. Commissioner Doster asked how to approach restraining a dog if the electric leash technological system fails. Mrs. Trombino explained that she had never experienced the system fail. Commissioner Doster expressed the need for looking at the leash requirement ordinance universally. Mrs. Trombino reiterated that she feels targeted and that the leash requirement amendment was with mal intent. Commissioner Doster expressed that there are various Town regulations that need to be addressed that a flaw in the original leash requirement regulations had been brought to the Council's attention, so it is now being addressed as needed. Commissioner Doster noted there is no length in the newly proposed amendment, but the amendment does not allow electronic leashes.

Manager Perkins noted that the proposed amendments should resolve any ambiguity and noted that it is not a Town wide ordinance and only applies to Town owned property. Manger Perkins also noted that the Town is trying to address a standard for leash requirements for any town owned properties. It was noted that there was review regarding how to address the use e-collar training collars rather than leashes, but discrepancies were found.

A resident noted she is a dog trainer and that some types of dogs respond well to e-collar training. The resident also noted that dogs that are trained with e-collars often have tags that identify that the dog has been training using this method.

Commissioner Proctor expressed concern regarding lack of the length requirements in the proposed amendment.

Manager Perkins noted that it was taken into consideration that dog owners cannot be certain of the level of training that other dogs on town owned properties might have. Manager Perkins also noted that the Town is accounting for those who are fearful of dogs.

Commissioner Proctor recommended looking into constructing an off-leash dog park at a future time.

A resident noted that there was a past occurrence in which a dog not being restrained by a leash mauled someone, which brought the initial concern regarding the need for leash requirements to light. The resident expressed support for the proposed leash requirements.

Manager Perkins noted that the Town is willing to speak with people who violate the leash requirement ordinance before issuing a citation.

Commissioner Doster made a motion table the discussion regarding the proposed ordinance to the next work session meeting. Commissioner Bryant seconded and the motion carried. Commissioner Proctor noted that the work session meeting is on October 26th.

X. NEW BUSINESS
B. CONSIDER ADOPTION OF COMPREHENSIVE PARKS AND RECREATION MASTER PLAN/OPEN SPACE PLAN UPDATES

Parks, Recreation, and Trails Coordinator Dana Bradley noted the open space plan had not been updated since 2014 and noted that it has been revised to reflect the current state of the Town. Coordinator Bradley also noted that the Parks and Recreation Board had worked towards assisting with the updated plan. Coordinator Bradley requested approval of the Comprehensive Parks and Recreation Master Plan/Open Space Plan, with updates.

Commissioner Proctor asked if there has been a broad survey taken since the initial survey at the time of the original document. It was noted that there has not been any conduction of a new survey and Commissioner Proctor suggested that the Town needs to look into updating other elements through a survey, in the future. It was also suggested that the Town review the initial Plan and make note of all accomplishments.

Commissioner Doster made a motion to approve Comprehensive Parks and Recreation Master Plan/Open Space Plan updates. Commissioner DiOrio seconded and the motion carried 4-0.

X. NEW BUSINESS
C. CONSIDER APPROVAL OF BASIC FACTS AND ASSURANCES SUBMITTED BY DESTINATION BY DESIGN

Manager Perkins noted that this item is related to the Accessibility for Parks (AFP) Grant Program application submittal and that Council approval of the Basic Facts and Assurances is needed.

Commissioner Proctor made a motion to approve the AFP Grant Program 2022 Basic Facts and Assurances. Commissioner DiOrio seconded and the motion carried 4-0.

X. NEW BUSINESS

D. AIA PRELIMINARY PROJECT SCOPE

Manager Perkins noted that the Town should submit a proposal for a preliminary Assets and Inventory Assessment Grant (AIA) project scope to the state by the end of the month. Manager Perkins explained that the intent of the Town is to use \$200,000 of grant funding to complete and submit the proposed AIA preliminary project scope.

Commissioner Diorio asked if the percentages for the smoke testing and CCTV had been adjusted, and if \$20,000 is enough for the smoke testing. Public Services Dean Lindsey answered that the amounts presented are the most up-to-date and have been adjusted correctly.

Commissioner Proctor noted the GIS license item in the proposal and asked what GIS license the Town will be using. Director Lindsey noted the Town will update and use ArcGIS.

Commissioner DiOrio made a motion to approve the AIA preliminary project scope proposal. Commissioner Bryant seconded and the motion carried 4-0.

X. NEW BUSINESS

E. CONSIDER APPROVAL OF BUDGET AMENDMENT #344 FOR ROAD AND SINKHOLE REPAIR AT 276 AND 284 BURNT RIDGE ROAD

Director Lindsey explained that there is a portion of Burnt Ridge Road that is sunken-in on one side. Director Lindsey noted that a sinkhole needs to be repaired before road repairs can be made. Director Lindsey detailed that Budget Amendment #344 includes \$24,000 for paving and repairs.

Commissioner DiOrio noted that other roads and sinkholes should be examined to avoid future conflict.

Commissioner DiOrio made a motion to approve Budget Amendment #344 for road and sinkhole repair at 276 and 284 Burnt Ridge Road. Commissioner Proctor seconded and the motion carried 4-0.

X. NEW BUSINESS

F. REQUEST FOR PERMISSION TO USE REIMBURSEMENT OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR SCADA SYSTEM FOR SEWER PROJECT

Director Lindsey noted that the Supervisory Control and Data Acquisition (SCADA) system allows for remote monitoring of the current sewer system and can be used for the new system. Director Lindsey noted that it is beneficial for the life station repair, monitoring, and reaction time. It was noted that the Town had decided to opt for a cellular-based SCADA system, rather than cloud-based system. Director Lindsey estimated that the overall cost of the system would be about \$133,000.

Manager Perkins noted that the Town staff had previously submitted a list to Council for requested equipment to be reimbursed through ARPA funds, and that Town staff is asking for this item to also be reimbursed through ARPA funds.

Commissioner DiOrio asked if other sewer systems such as Chimney Rock Village or Firefly Cove could be connected at a later date and Director Lindsey answered yes. Commissioner DiOrio asked if this request is for the funding of the basic system and any then add-ons can be paid for in the future and Director Lindsey answered yes. Commissioner DiOrio asked if meters hook into the SCADA System and Director Lindsey answered no.

Commissioner DiOrio made a motion to approve the request for permission to use reimbursement of ARPA funds for the SCADA System for the sewer project. Commissioner Bryant seconded and all voted in favor.

X. NEW BUSINESS

G. DUKE ENERGY POWER PURCHASE AGREEMENT

Manager Perkins explained that Town staff had been in correspondence with Craig DeBrew and Michael Keen with Duke Energy regarding a new power purchase agreement. Manager Perkins noted that the request is for Council to authorize the Town Manger to negotiate and execute a power purchase agreement with a one-year term, and sign any accompanying documents.

Manager Perkins noted that if the Town opts for a one year term, new terms will be reviewed next year. Manager Perkins also noted that the rates are related to natural gas and power, which is why the rates are higher for the one year term. It was explained that Duke will pay for the Town \$4.00 per Renewable Energy Certificate (REC) and a smaller rate for vintage RECs. Director Lindsey estimated that Duke will pay the Town almost \$18,000 for the vintage RECs.

Commissioner DiOrio expressed support and noted that dam automation will help to the advantage of the Town with maximizing energy profits.

Commissioner DiOrio made a motion to grant authorization to the Town Manager to proceed to negotiate and execute a one-year term Power Purchase Agreement with Duke Energy along with completing and signing any other such documents required that are part of or related to this proposed Power Purchase Agreement. Commissioner Proctor seconded and the motion carried 4-0.

XI. CLOSED SESSION

Commissioner Bryant made a motion to enter closed session in accordance with G.S. 143-318.11 (a) (3) for attorney client privilege. Commissioner Doster seconded and the motion carried 4-0.

During the closed session, Council members discussed property easements for the HDD project.

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

XII. ADJOURNMENT

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 6:49 p.m. Commissioner Doster seconded and the motion carried 4-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE REGULAR WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, OCTOBER 26, 2022, 8:30 A.M. AT THE LAKE LURE TOWN HALL

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

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

ABSENT: Commissioner Scott Doster

I. CALL TO ORDER

Mayor Carol C. Pritchett called the regular work session meeting to order at 8:30 a.m.

II. AGENDA ADOPTION

Commissioner Jim Proctor made a motion to adopt the agenda, as presented. Commissioner David DiOrio seconded and all voted in favor.

III. BARGE INSURANCE DISCUSSION

Town Manager Hank Perkins briefed Council on the background regarding the use of Town Property by Ruby Collins and details as to whether or not the North Carolina League of Municipalities (NCLM) will provide insurance for barges and equipment used on barges. Finance Director Stephen Ford explained that he had been in contact with the NCLM and they will provide insurance for the barge, but there is question as to whether or not the NCLM will provide insurance for equipment operated on the barges. Director Ford also noted that NCLM is also in the process of defining ferrying.

Director Ford expressed that he would like guidance in regard to funding insurance if the NCLM is unable to do so. Commissioner DiOrio and Commissioner Proctor noted that if the Town owns the equipment it is more beneficial for the Town to have insurance rather than Ruby Collins. Commissioner Proctor also noted it is not bad if both parties have insurance. Commissioner Bryant asked if it would require a budget amendment and the answer is uncertain. Commissioner DiOrio recommended combining insurance, tasks, and other Ruby Collins related discussions and budget amendments together in the future.

Manager Perkins provided Council with an update from Brian Houston with LaBella Associates. Commissioner DiOrio noted that the boring line item presented could have been removed from phase one. Director Ford noted that Ken Pohlig with the Department of Environmental Quality is reviewing the Ruby Collins contract and requested equipment to determine whether or not equipment is eligible for American Rescue Plan Act (ARPA) reimbursements. Manager Perkins expressed that the Town hopes to receive an answer from Mr. Pohlig soon and move forward with purchasing equipment. Council and staff discussed equipment storage.

IV. DISCUSSION REGARD CAMERAS

Manager Perkins noted that Director Lindsey will be discussing obtaining security monitoring cameras to be located at various parts of the Town. It was noted that one of the cameras would involve the sewer system monitoring including the hydro station, lift system, and wastewater treatment plant. It was noted that another camera would be located in Town Hall.

Commissioner Proctor expressed that it might be beneficial for the Town to look into placing cameras at the entrance of the Town. Commissioner Bryant asked if the North Carolina Department of Transportation could budget for installing cameras at the entrance of Town since it is a state road and the answer was uncertain.

Manager Perkins noted that the system would also include door access key pads at Town Hall for events and more. Manager Perkins explained that a code would be available at the time of rentals and events, but would expire following the end of the rental time or event. It was noted that this would allow records as to who has entered to the building.

Commissioner DiOrio asked total project cost and Director Lindsey estimated \$50,000 to \$55,000. It was noted that the lift station and wastewater treatment plant camera may be eligible for ARPA reimbursement, and it was estimated that this would account for about \$20,000.

Manager Perkins asked for Council input. Mayor Pritchett noted that she would like confirmation as to what will be covered by ARPA reimbursements before making a decision. Commissioner Bryant expressed support for key pads and cameras at Town Hall. Manager Perkins noted another benefit is to ensure that money in Town Hall is secure and handled well.

V. CONTINUED DISCUSSION REGARDING LEASH REGULATIONS

Mr. Perkins noted that there are no updates regarding leash regulations following the Council discussion at the regular meeting on October 11th. Commissioner DiOrio recalled that last conversation ended by questioning if new technology should be included in the new ordinance. Manager Perkins advised against allowance of e-collars and a few Council members agreed.

Commissioner Proctor expressed support for a length limit and noted that a Town off-leash dog parks should be discussed in the future. Commissioner Proctor also noted that Chimney Rock State Park has the similar regulations including a length limit. Commissioner Bryant expressed support for those who have trained their dog even with an e-collar. Manager Perkins noted potential issues with policing the six foot limit. Town Attorney William Morgan mentioned that the Town of Tryon has 10 foot leash limit.

Commissioner Proctor asked if amending the existing ordinance is a pressing matter and Manager Perkins noted that there are community members who are pressing issues regarding the existing six foot leash limit. Commissioner Proctor recommended mimicking Tryon’s 10 foot limit.

Commissioner DiOrio noted that some people use different means to train the dogs and that the regulations in the ordinance would not allow for training other than leash training on Town property. Parks, Recreation, and Trails Coordinator Dean Givens noted that some dogs have been authorized to enter Town property with longer leashes for training, such as cadaver dogs. It was noted that the existing regulations exclude limitations for certified public services dogs.

Commissioner Bryant concurred with Commissioner Proctor regarding looking into dog parks in the future.

There was consensus from Council to insert a 10 foot leash limit with the proposed language. There was a request from Council that the ordinance be placed on the consent agenda at the regular November meeting since there is Council consensus and no additional discussions are required.

VI. REVIEW DRAFT RESOLUTION FOR ELECTRONIC ADVERTISEMENT OF BIDS

Manager Perkins noted that N.C.G.S 143-129 authorizes advertising bids electronically. Manager Perkins also noted that the Town could still use the local newspaper as a form of advertisement, but it will no longer be required and will result in avoiding any missteps if the Town were unable to post an advertisement in the newspaper on time.

There was Council consensus to support the resolution for electronic advertisement of bids and pass the resolution via consent agenda at the regular November meeting.

VII. ACCOUNTING CLERK I POSITION DESCRIPTION ADDITION OF LICENSE REQUIREMENT

Manager Perkins recalled that Council had previously approved of the Accounting Clerk I position and job description. Manager Perkins explained that the requirement of having a valid driver license was not included in the approved job description and needs to be added. There was consensus from Council to approve the revised job description, with the addition of a valid driver license requirement, through the consent agenda at the regular November meeting.

VIII. DISCUSSION REGARDING CHIMNEY ROCK VILLAGE AGREEMENT TO OPERATE WATER SYSTEM

Manager Perkins explained that Chimney Rock Village had submitted a notice that the Village desires to renew an Agreement to Operate Water System with the Town and that the original agreement expires in April of 2023. Manager Perkins noted that Chimney Rock Village should submit a proposed draft of an agreement by December 1st, but the Town send notice to the Village regarding intent to discuss an agreement renewal or not. Manager Perkins asked for Council input and noted that a decision as to whether or not to proceed with discussions should be voted on at the regular November meeting. It was noted that approval at the November meeting would be for proceeding to discuss an agreement renewal, not approval of any agreement terms.

There was concern expressed regarding the time length of a new agreement. Mayor Pritchett noted that Town should be prepared prior to receiving a proposal from the Village.

Director Lindsey noted Chimney Rock Village engineers have expressed that they are in the process of reviewing the system, installing water meters, examining the pump station, and making operations more efficient with the possibility of installing a bulk system. Director Lindsey noted that the Town is currently responsible for all maintenance of the Chimney Rock water system and recommended that a new agreement be precise and include all details because the Town is spending over the amount detailed in the current agreement terms.

Commissioner DiOrio expressed concern with entering another 20 year term agreement and recommended a five year agreement. Manager Perkins refreshed Council on the relationship between the municipalities in terms of ARPA funding and presented a recommendation if existing plans are not executed.

IX. REVIEW DRAFT ORDINANCE NO. 22-11-08 ADDRESSING GATEHOUSES, GUARDHOUSES, AND SECURITY GATES IN THE ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES

Community Development Director Michael Williams noted that the current Code of Ordinances does not define or address gatehouses, guardhouses, or security gates. Director Williams explained that there has been a request to construct such structures, but the Town cannot permit these structures at this time because they does not meet setback requirements and are not exempt. Director Williams expressed that proposed Ordinance No. 22-11-08 this defines

gatehouses, guardhouses, and security gates, and provides an exemption for setbacks and addresses safety issues.

Director Williams and Council members discussed the proposed ordinance. Council members and staff decided to make a few minor revisions to the proposed ordinance based on discussions. It was noted that there will be a public hearing and opportunity to vote on the ordinance at the regular November meeting.

X. REVIEW DRAFT ORDINANCE REGARDING MOBILE FOOD VENDORS

Director Williams explained that there has been discussion that the existing ordinance addressing mobile food vendors was written for a specific situation and that it may be outdated. Director Williams expanded that the existing ordinance only allows mobile food vendors to operate at Town sanctioned events. Director Williams noted that Attorney Morgan and the Zoning and Planning Board had helped with crafting verbiage and that the intent of the proposed ordinance is to address how to regulate mobile food vendors and where they will be allowed to operate. It was explained that each vendor will be required to obtain an annual permit and a one-time zoning permit would be required for land-owners in which a mobile food vendor operates on. Director Williams reviewed the definition of mobile food vendor and pointed out that the definition does not include push carts. Director Williams summarized that mobile food vendors will be allowed to operate in districts where restaurants are allowed. Attorney Morgan noted that he had made the determination of locations to allow mobile food vendors based zoning areas on map descriptions. Director Williams noted that zoning districts outside of the scope of allowance can have mobile food vendors if an event permit is applied for. Attorney Morgan noted that the proposed ordinance does not address a food truck court, but does not prohibit it and Commissioner Bryant expressed that food truck courts regulations are accounted for under the 100 ft. restaurant or business rule. Director Williams highlighted that local brick and mortar restaurants can get one waived permit fee annually.

Council and staff further deliberated on the proposed ordinance, as well as associated fees. Director Williams reviewed exemptions and fee waivers/reductions. Director Williams concluded that he will make minor revisions based on Council discussions and there will be a public hearing and opportunity to vote on the proposed ordinance at the regular November meeting.

XI. DISCUSSION REGARDING COUNCIL PLANNING RETREAT

Manager Perkins explained that he would like to broach a conversation regarding Council holding a planning retreat early next year to discuss the short-term and long-term goals of the Council and Town. Manager Perkins noted that determining goals will navigate staff in the budget process. Council members discussed past experiences with similar planning. Commissioner DiOrio noted that he supports staff attendance for listening purposes, but not for advocating for a certain element. Manager Perkins requested that Council hold a conceptual conversation regarding planning retreat, and noted that details can be discussed at a later date. Mayor Pritchett suggested scheduling the retreat during the work week so Council can hold discussions and call-in department heads to join discussions as needed. Manager Perkins noted this would be the initial

planning retreat, but recommended that Council re-evaluate goals the following year. Council members concurred. Manager Perkins and Council discussed benefits and support for the retreat was expressed. Commissioner Bryant noted the benefits to long term plans and working with Boards. There was Council support to hold a planning retreat and retreat details will be discussed in the future.

XII. ADJOURNMENT

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 10:02 a.m. Commissioner DiOrio seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

DRAFT

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

Meeting Date: November 8, 2022

SUBJECT: Accounting Clerk I Position Description Addition of Driver License Requirement

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: B
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Council approved the Accounting Clerk I position and job description during the October 11th regular meeting. Town staff has since noted that the requirement of a valid driver license was absent from the approved description and should be added as a requirement. Town Council was informed of this update during the October 26th work session meeting and there was consensus to approve the update through the consent agenda at the regular November meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Accounting Clerk I position description with the addition of a valid driver license requirement.

ATTACHMENTS:

Updated Accounting Clerk I Position Description

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval of adding a valid driver license requirement to the Accounting Clerk I position description.



Job Description: Accounting Clerk I

Department: Administration

Primary Reason Why Classification Exists

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

Distinguishing Features of the Class

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

Illustrative Examples of Work

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

Knowledge, Skills, and Abilities

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

Physical Requirements

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

Desirable Education and Experience

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

Special Requirements

- Valid North Carolina Driver's License.

Disclaimer

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

FLSA Status: Non-Exempt

Town of Lake Lure

September 2022

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

Meeting Date: November 8, 2022

SUBJECT: Resolution No. 22-11-08 Authorizing Electronic Advertisement of Bids

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: C
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

North Carolina General Statute 143-129(b) specifically allow public agencies to advertise bid opportunities solely by electronic means upon approval from the governing board. Town staff desires to advertise bids subject to the requirements of N.C.G.S. 143-129 by electronic means, at the discretion of the Council. Resolution No. 22-11-08 authorizes the advertisement of bids subject to the requirements of N.C.G.S. 143-129 by electronic means.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 22-11-08 Authorizing Electronic Advertisement of Bids

ATTACHMENTS:

Draft Resolution No. 22-11-08 Authorizing Electronic Advertisement of Bids

STAFF'S COMMENTS AND RECOMMENDATIONS:

Town staff recommends the approval of Resolution No. 22-11-08 Authorizing Electronic Advertisement of Bids.



RESOLUTION NO. 22-11-08

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

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

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

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

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

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

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 8, 2022**

SUBJECT: Ordinance No. 22-11-08B Amending Code of Ordinances Section 4-2(C).
Dangerous Dogs; Barking; Leash Requirements.

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: D
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

There has been continued discussion regarding the Town Code of Ordinance Section 4-2. Dangerous dogs; barking; leash requirements. Initially, the Ordinance was amended on September 13th. Following the emergence of concern, Town Council was presented with a draft ordinance to re-amend Section 4-2 to define leash requirements on Town owned property. Council discussed the draft ordinance at the October 11th meeting, but there was consensus to continue discussions at the October work session prior to any Council decisions in regard to the matter. At the October 26th work session meeting, there was Council consensus to adopt the proposed ordinance, with the addition of a 10 feet length requirement for leashes, leads, or other means of physical restraint.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 22-11-08B Amending Code of Ordinances Section 4-2(C). Dangerous Dogs; Barking; Leash Requirements.

ATTACHMENTS:

Draft Ordinance No. 22-11-08B Amending Code of Ordinances Section 4-2(C). Dangerous Dogs; Barking; Leash Requirements.

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

ORDINANCE NUMBER 22-11-08B

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

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

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

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

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

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

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

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

- (c) It shall be unlawful for any person owning, having possession, charge, care, custody or control of a dog to allow such dog to enter any town owned parcels, including, but not limited to, Lake Lure Town Hall, Washburn Marina, Morse Park, Dittmer Watts Nature Trail and Lake Lure Greenspace without being properly restrained by a visible leash not exceeding six feet in length secured by a leash, lead or other means of physical restraint not exceeding 10 feet in length, which leash, lead or other means of physical restraint is not harmful or injurious to the dog and which is held by a responsible person capable of physically restraining the dog. This section shall apply to all dogs with the following exceptions:
- (1) Dogs used or being trained for law enforcement by law enforcement officials.
 - (2) Service animals, as defined by the Americans with Disabilities Act, used by authorized persons and under the control of such persons.
 - (3) Dogs in specified off-leash areas as designated by the town.

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

SECTION TWO. All provisions of any Town ordinance inconsistent with the language herein adopted are hereby repealed.

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

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

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

IX

UNFINISHED

BUSINESS

- A. Request from Property Owner, Josh Skudlarick, of 315 Lakeview Road for Written Approval from Town Council for Adding Fill at or Below the Lake Shoreline (Parcel #225319)

- B. Approval of Intent to Discuss Renewal of an Agreement to Operate Water System with Chimney Rock Village

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

SUBJECT: Request from property owner, Josh Skudlarick, of 315 Lakeview Road for written approval from Town Council for adding fill at or below the lake shoreline. (Parcel #225319)

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: A
Department: Community Development
Contact: Mike Williams, Community Development Director
Presenter: Mike Williams, Community Development Director

BRIEF SUMMARY:

On or before July 18, 2022, Mr. Josh Skudlarick added sand to an existing beach along his property shoreline, in violation of Section 6-61 of the Town Code of Ordinances. On July 19th, the Community Development Department posted a stop work order and issued a notice of violation by postal mail and email. On August 11th, after no contact from Mr. Skudlarick, a Notice of Citation was sent to him assessing a civil penalty of \$100 for each day the violation remained. A copy was also given to an individual at the property who identified himself as Mr. Skudlarick's son. On August 12th, the Town received an email from Odom Engineering stating that he was working with Mr. Skudlarick to correct the cited violation.

On August 22nd, Director Williams received a letter from Mr. Skudlarick by email addressed to Mayor Pritchett, the Lake Structure Appeals Board and Town Commissioners requesting approval for his recently installed sand to remain. Mr. Skudlarick's request was presented to Town Council at the September 13th meeting with my recommendation to defer making a decision until the US Army Corps of Engineers provided approval of the sand fill pursuant to Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 U.S.C. 403) and Section 404 of the Clean Water Act (33 U.S.C. 1344). A decision on Mr. Skudlarick's request was deferred to a future date to allow the US Army Corp of Engineers to provide a position.

On October 26th, Director Williams received a decision from the area regulatory specialist for the US Army Corps of Engineers allowing the Town to continue re-sanding existing beaches to the minimum amount. This would allow Town Council to provide written permission to Mr. Skudlarick's request in accordance with our existing ordinance, Section 6-61(1).

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Mr. Skudlarick's request to keep the sand added to his existing lakefront beach in July 2022.

ATTACHMENTS:

Mr. Scudlarick's request letter and copy of Section 6-61 "Prohibited Uses"

STAFF'S COMMENTS AND RECOMMENDATIONS:

1) Fill at or below the shoreline, including sand, is permitted in Lake Lure only with written permission from the Town Council, per Section 6-61 of the Town Code of Ordinances. 2) The US Army Corps of Engineers has reversed its original position by giving approval for re-sanding of existing Lake Lure beaches, including existing residential beaches, the Rumbling Bald Resort beach and the Town's beach, to the minimal amount. 3) The Town does have a number of pre-existing beaches, including the Rumbling Bald Resort and Town public beach, which have probably replenished sand in the past and expect to be able to do so in the future. Going forward, the Town should require a written request from property owners wanting to add sand to existing beaches with details of how they will maintain minimal amounts of fill and how they intend to mitigate the movement of that fill into the waters of Lake Lure. No new sand beach areas should be allowed. 4) **Staff's recommendation is that Mr. Skudlarick's beach fill should be retroactively approved.**

August 22, 2022

Dear Mayor Pritchard

Lake Structure Appeals Board

Town Commissioners

Subject: Request for Lake Structure Appeals Board Approval

RE: 315 Lakeview Road; Citation NOV-2022021

Thank you for taking the time to consider this.

By way of introduction, our family has been blessed and fortunate to be homeowners in Lake Lure for nearly 40 years.

Our home here has provided lifelong family memories for several generations. The sandy shoreline at our house, where the kids play from sunrise to sunset, is probably our *favorite place on earth*.

Last month we received a Notice of Citation per Sec. 6-61 because we replenished our sand without prior written permission from the town, and we were informed that we are being fined \$100 per day. I sincerely apologize that we did not apply for permission in advance, as we had no idea that this was a requirement, were unaware of Sec. 6-61, and never had an issue with this in the past.

We humbly request that we be allowed to keep the sand that has been installed. We hope you approve this request for the following reasons:

- We are maintaining the prior existing sand line the same as we historically have throughout ownership.
- We have performed this replenishment in the past, most recently in 2017, to maintain the existing shoreline. It seems that about every 5 years or more some sand needs to be replenished.
- We were unaware that this needed to be applied for in advance as we had never had any issues or citations prior to this summer.
- Shorelines at Rumbling Bald Resort and Lake Lure Beach, in much larger quantities, along with many other private homes around the lake have added sand to maintain or enhance their beaches, and we are simply doing the same as these others.
- Removing this sand, if even practical, would incur a large financial cost and emotional stress.

Given that it has been a historical practice at our home, and given that many others around the lake have done likewise, we request that the Board approve our request to keep this sand in place. Our sincere gratitude for your consideration on this matter.

Respectfully,



Josh Skudlarick

315 Lakeview Road
Lake Lure, NC 28746
skudlarick@gmail.com
704-807-4017

Sec. 6-61. - Prohibited uses.

The following uses or activities shall be prohibited unless written approval is given by the town council:

- (1) Any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline other than as required by action of the town council.
- (2) The cutting of standing trees at or below the lake boundary.
- (3) Disposal of any trash, brush, leaves, or scrap building materials into the lake.
- (4) Allowing any livestock or commercially raised animals to have access to the lake or its shoreline.
- (5) Allowing a boat to remain on the lake bottom after sinking.
- (6) Using the waters of the lake for commercial irrigation purposes.
- (7) The permanent or temporary mooring of a boat or any other floating object in such a way that it extends beyond the boundaries established in section 6-51 and restrict the passage of boats.
- (8) The permanent mooring of more than three motorized boats at any one lake structure or combination of lake structures, other than a marina or cluster mooring facility, adjacent to an upland lot with a measurable shoreline length of 100 feet or more.
- (9) The permanent mooring of more than two motorized boats at any one lake structure or combination of lake structures, other than a marina or cluster mooring facility, adjacent to an upland lot of record with a measurable shoreline length of 35 to 100 feet.
- (10) The permanent mooring of more than one motorized boat at any one lake structure, other than a marina or cluster mooring facility, adjacent to an upland lot of record with a measurable shoreline length of less than 35 feet.
- (11) The permanent mooring at a cluster mooring facility of more than three motorized boats per 100 front feet at shoreline of upland lot adjacent to a cluster mooring facility.
- (12) The permanent mooring at a marina of more than five motorized boats per 100 front feet at shoreline of upland lot adjacent to a marina.
- (13) The permanent mooring of any boats licensed for commercial use at a lake structure with an upland lot that is not zoned in accordance with or having a special use permit to comply with section 1.59 of the lake use regulations requirements for lake commercial licensing and supporting criteria.
- (14) The use of any lake structure as temporary or full-time living quarters.
- (15) The rental of a mooring at a dock, boathouse or any other lake structures in the manner of a marina when the adjacent upland lot is zoned R-1.
- (16) The commercial or multi-dwelling use of a lake structure adjacent to an upland lot that is zoned R-1 with the exception of lake structure approved by town council for commercial or multi dwelling use or those lake structure that are approved as the permanent mooring address on an annual lake commercial license during the applicable calendar year.
- (17) Any temporarily moored inflatable water recreation device larger than 80 square feet in area or ten feet in diameter, and any such device in the lake from December 1 through March 31.
- (18) Sale of fuel, lubricants, boats, marine accessories, bait and fishing supplies and repair of boats shall

be prohibited at restricted marinas.

(Code 1989, § 94.15; Ord. of 10-20-1998; Ord. of 4-12-2005; Ord. of 8-14-2007; Ord. of 4-12-2011; Ord. of 4-12-2016)

Sec. 6-63. - Injunctive relief.

- (a) In the event any lake structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or used in violation of these regulations, the lake structure administrator or any other appropriate town authority, or any person who would be damaged by such violation, in addition to other remedies, may institute an action for injunction, or mandamus, or other appropriate action or proceedings to prevent such violation.
- (b) Whenever the town council has reasonable cause to believe that any person is violating or threatening to violate this article or any rule or order adopted or issued pursuant to this article, or any term, condition, or provision of an approved lake structure permit, it may, either before or after the institution of any other action or proceeding authorized by this article, institute a civil action in the name of the town for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county.
- (c) Upon determination by a court that an alleged violation is occurring or is threatened, the court shall enter any order or judgment that is necessary to abate the violation, to ensure that restoration is performed, or to prevent the threatened violation. The institution of an action for injunctive relief under this section shall not relieve any party to the proceedings from any civil or criminal penalty prescribed in section 6-65 for violations of this article.

(Code 1989, § 94.17; Ord. of 4-12-2005; Ord. of 8-14-2007; Ord. of 4-12-2011)

Sec. 6-64. - Inspections and investigations.

- (a) *Inspection.* The lake structure administrator or a designee will periodically inspect lake structures to ensure compliance with this article, or rules or orders adopted or issued pursuant to this article. Notice of the right to inspect shall be included in the certificate of approval of each lake structure permit.
- (b) *Willful resistance, delay or obstruction.* No person shall willfully resist, delay, or obstruct an authorized representative, employee, or agent of the town while that person is inspecting or attempting to inspect a lake structure under this article.
- (c) *Notice of violation.* If it is determined that a person engaged in activities in violation of this article, or rules, or orders adopted or issued pursuant to this article, a notice of violation shall be served upon that person. The notice may be served by any means authorized under G.S. 1A-1, rule 4. The notice shall specify a date by which the person must comply with this section, or rules, or orders adopted pursuant to this article, and inform the person of the actions that need to be taken to comply with this article, or rules, or orders adopted pursuant thereto. However no time period for compliance need be given for failure to submit a lake structure permit application for approval or for obstructing, hampering, or interfering with an authorized representative while in the process of carrying out his official duties. **Any person who fails to comply within the time specified is subject to the civil and criminal penalties provided in this article.**

- (d) *Investigation.* The lake structure administrator shall have the power to conduct such investigation as may reasonably be deemed necessary to carry out the duties prescribed in this article, and for this purpose to enter reasonable times upon any property, public or private, for the purpose of investigating and inspecting the s any lake structure.
- (e) *Statements and reports.* The town shall also have the power to require written statements, or filings of reports under oath, with respect to pertinent questions relating to lake structures.

(Code 1989, § 94.18; Ord. of 4-12-2011)

Sec. 6-65. - Penalties.

- (a) Generally. This section may be enforced by any one, all, or a combination of the remedies authorized and prescribed by G.S. 160A-175.
- (b) Criminal penalties.
 - (1) All lake structures built after December 15, 1992 are required to have a permit prior to commencement of any construction or alteration for which a permit is required (see section 6-49). Any person who knowingly or willfully violates any provision of this section, or rule, or order adopted pursuant to this article, or who knowingly or willfully initiates or continues construction or alteration of a lake structure for which a permit is required except in accordance with the terms, conditions, and provisions of an approved plan, shall be guilty of a Class 3 misdemeanor which may include a fine not to exceed \$500.00 as provided in G.S. 14-4.
 - (2) Failure to receive a lake structure permit as required by this section prior to commencement of construction or alteration of a lake structure shall subject both the owner of the upland property and any contractor engaged for the purpose of performing the work to a fine not to exceed \$500.00. If the illegal construction or alteration meets all requirements of this section, a permit and a lake structure certificate shall be issued upon payment of the fine and submittal of a completed application, including detailed plans, other required documentation, and fees. If the illegal structure or alteration does not meet said requirements, the structure shall either be removed, be brought into compliance, or receive a variance (see section 6-62) prior to approval of a permit and receipt of the certificate.
 - (3) The owner of the illegal structure shall either apply for a permit or apply for a variance within 30 days or remove the structure within 60 days of receipt of notification that the structure is in violation of this section. Failure to comply with this requirement shall subject the owner to an additional fine, not to exceed \$500.00, payable immediately upon notification.
 - (4) The fines imposed in subsection (b)(1) of this section shall be due and payable by the owner within 30 days of approval of a permit and due and payable by the contractor within 30 days of notification that the structure is in violation of this chapter.
 - (5) In the event that a petition for variance is submitted, the petitioner shall have 30 days in which to apply for a permit in conformance with the conditions of an order granting the variance or 60 days in which to remove the illegal structure if an order denying the variance is issued. Failure to comply with this subsection shall result in an additional fine, not to exceed \$500.00, payable immediately upon notification.
- (c) Civil penalties.

- (1) Civil penalty for a violation. Any person who violates any of the provisions of this section, or rule or order adopted or issued pursuant to this article, or who initiates or continues construction or alteration of a lake structure for which a permit is required except in accordance with the terms, conditions, and provisions of an approved permit, is subject to a civil penalty. The maximum civil penalty amount that the town may assess per violation is \$500.00. A civil penalty may be assessed from the date of violation. Each day of a continuing violation shall constitute a separate violation.
- (2) Notice of civil penalty assessment. The lake structure administrator shall provide notice of the civil penalty amount and basis for assessment to the person assessed. The notice of assessment shall be served by any means authorized under G.S. 1A-1, rule 4, and shall direct the violator to either pay the assessment or contest the assessment, by written demand for a hearing (see section 6-62).
- (3) Collection. If payment is not received within 30 days after it is due, the town may institute a civil action to recover the amount of the assessment. The civil action may be brought either in the superior court of the county or in a court in the location of the violator's residence or principal place of business, as the town shall elect. Such civil actions must be filed within three years of the date the assessment is due. An assessment that is not contested is due when the violator is served with a notice of assessment. An assessment that is contested is due at the conclusion of the administrative and judicial review of the assessment.
- (d) Any provision of this section that makes unlawful a condition existing upon or use made of any property may be enforced by injunction and order of abatement, and the general court of justice shall have jurisdiction to issue such orders. When a violation of such a provision occurs, the town may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the rules of civil procedure in general and rule 65 in particular. In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; the fixtures, furniture or other movable property be removed from the building on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with this policy or such ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, such defendant may be cited for contempt, and the town may execute the order of abatement. The town shall have a lien on the upland property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs to the town of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.
- (e) The provisions of this section may be enforced by any one, all, or any combination of the remedies authorized and prescribed by this article.

(f) Except as otherwise specifically provided, each day's continuing violation of any provision of this section shall be a separate and distinct offense.

(Code 1989, § 94.99; Ord. of 10-20-1998; Ord. of 4-12-2011)

**LAKE LURE TOWN COUNCIL
AGENDA REQUEST FORM
Meeting Date: November 8, 2022**

SUBJECT: Approval of Intent to Discuss Renewal of an Agreement to Operate Water System with Chimney Rock Village

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: B
Department: Water
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

On October 12, 2022 Chimney Rock Village provided the Town of Lake Lure with a notice that the Village desires to renew an Agreement to Operate Water System. The original Agreement was became effective on April 15, 2003 and will expire April 15, 2023. The Town of Lake Lure must provide Chimney Rock with a notice of decision to renew or not within 60 days of receiving the notice from Chimney Rock. At the October 26th work session meeting, Town Council held discussion regarding intent to discuss renewal of an Agreement to Operate Water System and there was Council consensus to authorize Town staff to proceed with discussion in regard to renewing an Agreement to Operate Water System. Agreement terms will be discussed and considered at a future date. The Village detailed in their notice that they plan to submit a proposal for a new agreement to the Town on or before December 1, 2022.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To authorize Town staff to proceed with negotiations in regard to renewing a future Agreement to Operate Water System.

ATTACHMENTS:

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

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that Town Council authorize Town staff to proceed with discussion in regard to renewing an Agreement to Operate Water System.

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

AGREEMENT TO OPERATE WATER SYSTEM

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

WITNESSETH

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

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

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

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

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

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

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

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

AGREEMENT TO OPERATE WATER SYSTEM

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

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

AGREEMENT TO OPERATE WATER SYSTEM

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

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

AGREEMENT TO OPERATE WATER SYSTEM

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

April 15, 2003

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

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

AGREEMENT TO OPERATE WATER SYSTEM

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

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

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

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

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

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

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

To Lake Lure:

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

To Chimney Rock:

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

AGREEMENT TO OPERATE WATER SYSTEM

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

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

AGREEMENT TO OPERATE WATER SYSTEM

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

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

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

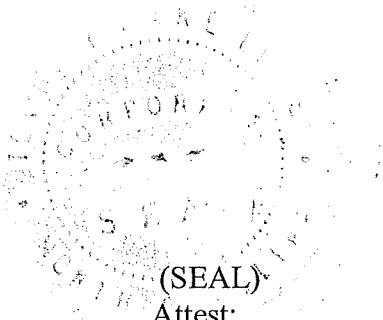
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Between the Town of Lake Lure and the Village of Chimney Rock

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TOWN OF LAKE LURE, NORTH CAROLINA



(SEAL)
Attest:

By: _____
Mayor

A large, stylized handwritten signature in black ink, written over a horizontal line.

By: _____
Town Clerk

A handwritten signature in black ink, written over a horizontal line.

VILLAGE OF CHIMNEY ROCK, NORTH CAROLINA



(SEAL)
Attest:

By: _____
Mayor

A handwritten signature in black ink, written over a horizontal line.

By: _____
Village Clerk - Assistant

A handwritten signature in black ink, written over a horizontal line.

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

By: _____
Sam A Karr, Finance Officer
Town of Lake Lure

A handwritten signature in black ink, written over a horizontal line.

By: _____
Steven G. Duncan, Finance Officer
Village of Chimney Rock

A handwritten signature in black ink, written over a horizontal line.



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

October 12, 2022

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

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

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

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

Regards,

Stephen G Duncan
Village Administration
Chimney Rock Village

X

NEW BUSINESS

- A. Consider Amending Mobile Food Vendor Permit Fee on FY 22-23 Fee Schedule

LAKE LURE TOWN COUNCIL
AGENDA REQUEST FORM
Meeting Date: November 8, 2022

SUBJECT: Consider Amending Mobile Food Vendor Permit Fee on FY 22-23 Fee Schedule

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Contingent on the approval of Ordinance No. 22-11-08A, it has been recommended by the Zoning and Planning Board that the FY 22-23 Fee Schedule be revised for the purpose of amending the mobile food vendor permit fee. The recommendation is to decrease the mobile food vendor permit fee from \$160 to \$100.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To amend the FY 22-23 Fee Schedule to decrease the mobile food vendor permit fee from \$160 to \$100.

ATTACHMENTS:

Approved FY 22-23 Fee Schedule; Proposed Amended FY 22-23 Fee Schedule

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends amending the FY 22-23 Fee Schedule to decrease the mobile food vendor permit fee from \$160 to \$100.

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.	\$160/10,00 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		

**TOWN OF LAKE LURE
FY 2021-2022 FEE SCHEDULE**

LAND USE		Effective: FY 2022-2023		
Subdivision Applications				
Master Plan Application		\$330		
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CLOSED SESSION

In accordance with G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters.

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ADJOURNMENT