

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, April 11, 2023
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, April 11, 2023 - 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. Council Liaison Reports and Comments

VI. Presentations

- A. Morse Park Master Plan - Parks and Recreation Trust Fund (PARTF) – Page 26
- B. Lake Lure Green Space Planning – Page 30
- C. Golf Course Proposal – Page 31

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 March 14, 2023 Regular Town Council Meeting Minutes and the March 22, 2023 Regular Town Council Work Session Meeting Minutes – Page 34
- B. Resolution No. 23-04-11 Authorizing Addendum to the Lake Lure Tours Concession Agreement – Page 58

Resolution No. 23-04-11 authorizes Lake Lure Tours to arrange for the operation of a food truck to serve patrons of the Beach during the 2023 season, and any season thereafter that Lake Lure Tours chooses to do so during the term of the February 15, 2023, Concession Agreement.

- C. Resolution No. 23-04-11E Authorizing Deep Pipe Crossing Easements and/or Temporary Dredging Construction Easements for the Horizontal Directional Drill Project – Page 62

Resolution No. 23-04-11E authorizes deep pipe crossing easements and/or temporary construction easements associated with the Horizontal Directional Drill (HDD) Project that is necessary for sewer rehabilitation and replacement.

- D. Olympiad Lure of the Lake Swim Event Request for Waivers – Page 88

The purpose of this request is for a Waiver of the Noise Ordinance, Chapter 20 Article II on June 10, 2023 from 6:00 am until 10:00 am for this event. The start time for the competition is 8:00 am.

- E. Waiver for the Lake Lure Memorial Day Service scheduled for 5/29/23. – Page 89

The purpose of this request is for a waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

- F. Waivers for the Lake Lure Community Independence Celebration scheduled for 7/1/23 at the Lake Lure Beach. – Page 90

The purpose of this request is for a waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

- G. Waiver and suspension for the Lake Lure Farmer’s Market scheduled for Fridays starting in 5/5/23 through 10/27/27. – Page 91

The purpose of this request is for a waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation and the Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances.

IX. Unfinished Business

- A. Resolution No. 23-04-11A Authorizing a Lease Agreement between the Town of Lake Lure and the Rutherford County Tourism Development Authority – Page 95
- B. Resolution No. 23-04-11B Authorizing a 10-Year Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge – Page 109

X. New Business

- A. Approval of Basic Facts and Assurances for the 2022-2023 Parks and Recreation Trust Fund (PARTF) Application – Page 119
- B. Resolution No. 23-04-11C Extending the Chimney Rock Village Agreement to Operate Water System – Page 121
- C. Drain Valve Construction Bid Update – Page 123

D. Resolution No. 23-04-11D Approving Schnabel Work Order No. 7A - Reservoir
Drain Construction Services – *Page 124*

XI. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report March 2023

Below are the March 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. Continued smoke testing that was started in late February and will follow through, until completion. Continued progress on the sewer project. Vacuum truck has been implemented and a full round of vacuuming ditches has begun and will continue until completion. Top accomplishments/project updates:

- Completed phase 1 of smoke testing and the identified leaks have been submitted to the homeowners for repair. (Ongoing)
- Cleaned and pressure washed platform and Tainter gates at the Dam. We appreciate the support we received from the Fire Department.
- Verified positioning of Tainter Gate heights for Automation.
- Luther Burbank Road has been completed. Road was leveled and fresh gravel was put down on the entire Road.
- A full round of leaf removal from the right of ways on Town maintained roads with the Leaf Vac System has been completed. (Ongoing)
- Installation has been completed on our new digital water meters.

Fire / Emergency Management – With going into spring, it was still a busy month in March. Among other activities, Hydrant Flow inspections Shumont and Summer Morning Ct. Assisted with getting the Flow readings for the new assisted living facility on Buffalo Creek. Medical Training. We also had Firefighter annual Physicals and Drafting and water point training Mystic Lake.

The department responded to 30 fire/medical/rescue calls throughout the month. An increase in calls was due to the colder weather. Firefighters completed 361 Hours of Training this month.

Police – In anticipation of the peak season officers have experienced an increase in calls as well as we are scheduled for various training functions that will prepare us for this upcoming season. Top three accomplishments in March:

- In attempts to continue the meetings with staff from Lake Lure Classical Academy, Chief Humphries and other officers are planning on meeting monthly to review and discuss any new questions that may arise.

- After a month long audit by the State Bureau of Investigations regarding operations and keeping of private information, we are happy to say our audit is complete with no derogatory remarks.
- Officers continue to use the Brazos program which allows them to electronically write citations from their vehicles which allows the information to get into the Administrative Office of the Courts quicker, as well as being an advantage to officers in the quickness of the task.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Began preparing for summer annuals 2. Set up trail and wildlife information table at LLCA for Earth Day on 3/31 3. Processed commercial applications 4. Boat permit sales 5. LLPD training 6. Worked on getting online boat permit sales capability 7. Worked on creating new connection from the Dittmer-Watts Trail to the Green Space 8. Dittmer-Watts Nature Trails volunteer walked the trails and reported issues – 1 volunteer; 2 volunteer hours 9. Buffalo Creek Park trail boss walked the trail and reported issues – 1 volunteer; 4 volunteer hours 10. Weed Patch Mountain trail boss walked trail and reported issues to be addressed at next work day – 1 volunteer; 7 volunteer hours 11. Organized a Dittmer-Watts workday on 3/23 to repair minor erosion and water diversions– 2 volunteers; 6 volunteer hours 2 12. Organized a Weed Patch Mountain workday on 3/24 to remove fallen trees –2 staff members and 2 volunteers; 14 volunteer hours 13. Organized a Buffalo Creek Park workday on 3/28 to repair minor erosion and remove dead trees – 3 volunteers; 18 volunteer hours 14. Planned upcoming trail maintenance days and recruited volunteers to help 15. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage 16. Utilized volunteers to collect water samples– 4 volunteers; 20 volunteer hours 17. Utilized a total of 59 volunteer hours. Three notable projects/activities updates:

- Continued selling boat permits
- Worked on getting online boat permit sales
- Had many successful volunteer trail work days

Finance – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. During this monthly accounting period, the largest expenditures relate to the sewer project. Request for reimbursements will follow into April as the project phase ends and the final billing from vendors are submitted.

- Revenues continue to track as projected and departments also continue to efficiently use resources in regards to individual line items in the departmental budgets.
- The Project Manager, Mike Dydula, continues to be a major aid and resource for financial analysis. With the data he is providing, budget tracking of the various projects and review of related invoices will continue to aid in the properly posting expenditures. The Town Manager has also has provided major support and direction for contractual and purchasing compliance and policy analysis.

- The Town sustained its strong financial position with an unreconciled bank balance of approximately \$11,100,000 for all funds other than special revenue (the Dam Fund).
- The cash analysis and examination of cash disbursements was completed by the external auditors in order to complete financial statements. Compliance items are still being reviewed which will produce efficient and effective changes related to purchasing and reporting.

Communications – Communications Director Krejci continues her community outreach as she has posted 28 news articles that illustrate town related news, a listing of these articles with hyperlinks was emailed to over 1,980 citizens, along with a link to the Town Calendar of Events. There were 13,620 website users in March. **Social Media:** Published **54 Facebook posts** for the community with a **post reach of 27,571** for the month. The Town of Lake Lure now has over **19,411 followers** as of March 2023. Top projects/activities:

- FEMA Grant Follow-up Reports
- The final draft of the Annual Report was disseminated for review and we will be ready to mail it out soon.
- Worked with the organizers of the Farmers Market to make plans for it to take place at Morse Park this year.

Manager / Clerk / Admin Summary

March 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. We met with our Design Build Firm, Ruby Collins on an after action meeting for Sunset Cove and discussed next steps moving forward. We have been working on siting events in Lake Lure to happen at Morse Park as well as

- Continued the development of new Policies and Procedures for contracting, Purchase and Procurement and Electronic Purchasing.
- Worked on finishing the work on sleeve installation in Sunset Cove.
- Working with Mike Dydula, Project Manager, in developing project management tracking.
- Attorney Morgan and I worked with the Policy Group for the development and filing of 2 local bills in the General Assembly.

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	2,817.60	10,000.00	7,182.40	28 %
Account Group Total:	0.00	2,817.60	10,000.00	7,182.40	28 %
311000 Ad Valorem Taxes-2000					
311190 AD VALOREM TAXES-2019	0.00	6,005.37	0.00	-6,005.37	** %
311210 AD VALOREM TAXES-2021	0.00	868.54	50,000.00	49,131.46	2 %
311213 Ad Valorem Taxes-2023	0.00	283,911.40	0.00	-283,911.40	** %
311214 Ad Valorem Taxes DV5-dam capital	0.00	208,336.42	0.00	-208,336.42	** %
311220 AD VALOREM TAX 2022-	0.00	2,333,871.87	4,361,624.00	2,027,752.13	54 %
Account Group Total:	0.00	2,832,993.60	4,411,624.00	1,578,630.40	64 %
312000 Ad Valorem-Veh-2000					
312021 AD VALOREM VEH TAXES-2021	0.00	0.00	20,000.00	20,000.00	0 %
312022 Ad Valorem Vehicle Tax 2022	0.00	8,779.83	94,850.00	86,070.17	9 %
312023 Ad Valorem Vehicle Taxes 2023	0.00	30,653.57	0.00	-30,653.57	** %
312024 ad valorem veh taxes dv5 2023	0.00	15,615.47	0.00	-15,615.47	** %
Account Group Total:	0.00	55,048.87	114,850.00	59,801.13	48 %
332000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgrs	25.01	266.04	550.00	283.96	48 %
332400 Utlilities Franchise Tax	0.00	85,123.72	201,195.00	116,071.28	42 %
332600 Powell Bill - Tax on Gas	0.00	76,151.26	76,600.00	448.74	99 %
332605 Grant Revenue Reimbursements	0.00	158,778.00	0.00	-158,778.00	** %
332930 State Shared Sales Tax	0.00	1,191,350.52	1,750,000.00	558,649.48	68 %
332933 Solid Waste Disposal Tax	0.00	237.60	780.00	542.40	30 %
332942 Video Programming Tax	0.00	0.00	15,975.00	15,975.00	0 %
332991 NC DEQ Dredging Grant	0.00	0.00	800,000.00	800,000.00	0 %
Account Group Total:	25.01	1,511,907.14	2,850,050.00	1,338,142.86	53 %
347000 LAND USE FEES					
347100 Zoning Permits	8,130.00	63,955.00	37,000.00	-26,955.00	173 %
347200 Land Disturbance Permit	640.00	2,720.00	6,000.00	3,280.00	45 %
347300 Sign Permit	0.00	123.00	500.00	377.00	25 %
347550 Vacation Rental Fees	1,800.00	5,400.00	10,000.00	4,600.00	54 %
347600 Lake Structure Permit/LSA	-2,000.00	3,700.00	9,254.00	5,554.00	40 %
347800 Fire Inspection	0.00	30.00	50.00	20.00	60 %
347900 Fines/Penalties - Land Use	400.00	450.00	0.00	-450.00	** %
Account Group Total:	8,970.00	76,378.00	62,804.00	-13,574.00	122 %
361000 LAKE					
361201 Lake Lure Tours	0.00	51,654.94	60,000.00	8,345.06	86 %
361202 Lake Fines	416.00	967.00	300.00	-667.00	322 %
361203 Lake Comm License Fees	39,205.00	74,312.75	15,000.00	-59,312.75	495 %
361204 Boat Permits	45,117.50	224,815.70	675,000.00	450,184.30	33 %
361205 RBR CONCESSIONS	0.00	21,258.58	25,000.00	3,741.42	85 %
361207 Cluster Mooring Fees	35,680.00	40,320.00	24,000.00	-16,320.00	168 %
Account Group Total:	120,418.50	413,328.97	799,300.00	385,971.03	52 %
363000 BEACH					

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 23

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
363801 Beach-Admission Fee-Adult	0.00	60,741.17	65,000.00	4,258.83	93 %
363804 Beach-Concessions	0.00	5,628.30	10,000.00	4,371.70	56 %
Account Group Total:	0.00	66,369.47	75,000.00	8,630.53	88 %
364000 MARINA					
364902 Marina-Open Slip Rental	20,615.75	236,965.75	310,000.00	73,034.25	76 %
364905 Marina-Concessions	0.00	12,054.92	18,500.00	6,445.08	65 %
364908 Marina-Rentals	0.00	43,331.69	50,000.00	6,668.31	87 %
Account Group Total:	20,615.75	292,352.36	378,500.00	86,147.64	77 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	3,415.58	4,000.00	584.42	85 %
383200 Beer and Wine Permits	0.00	181.15	1,000.00	818.85	18 %
383321 Fire-Rural Fire Protection	0.00	4,175.35	8,592.00	4,416.65	49 %
383410 ABC-Rents	1,333.33	15,999.96	16,000.00	0.04	100 %
383430 Community Center Rental	-250.00	-350.00	250.00	600.00	*** %
383440 Pavilion/Gazebo Rental	750.00	11,250.00	3,500.00	-7,750.00	321 %
383450 Meadows Rental	-260.00	620.00	250.00	-370.00	248 %
383460 Water Tank Rental	0.00	2,060.00	0.00	-2,060.00	** %
383462 TDA GRANT	0.00	0.00	100,000.00	100,000.00	0 %
383500 Sale of Assets	0.00	0.00	3,500.00	3,500.00	0 %
383600 Golf Cart Permit	10.00	110.00	200.00	90.00	55 %
383700 LLABC-Distribution for Law Enforcement	0.00	0.00	750.00	750.00	0 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00	1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	1,090.00	25,026.10	20,000.00	-5,026.10	125 %
383900 Misc Revenue	129.35	12,146.96	1,200.00	-10,946.96	*** %
383903 Town Promotional Materials	0.00	0.00	750.00	750.00	0 %
383910 Copies	15.75	58.25	500.00	441.75	12 %
383930 Recycling Collections	-6.00	15,975.00	15,250.00	-725.00	105 %
Account Group Total:	2,812.43	90,668.35	176,992.00	86,323.65	51 %
398000 TRANSFERS					
398500 Transfer from Capital Reserve	0.00	0.00	450,000.00	450,000.00	0 %
398502 Installment Agreement Proceeds	0.00	54,547.54	57,000.00	2,452.46	96 %
398602 Transfer from Water/Sewer	0.00	10,941.69	0.00	-10,941.69	** %
398604 Transfer from Fund Balance	0.00	-5,341.88	952,186.00	957,527.88	-1 %
Account Group Total:	0.00	60,147.35	1,459,186.00	1,399,038.65	4 %
Fund Total:	152,841.69	5,402,011.71	10,338,306.00	4,936,294.29	52 %

21 Capital Reserve Fund

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
398000 TRANSFERS					
398605 Transfer From General Fund	0.00	0.00	1,600,000.00	1,600,000.00	0 %
Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	0 %
Fund Total:	0.00	0.00	1,600,000.00	1,600,000.00	0 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 23

53 WATER AND SEWER FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
371000					
371105 Chimney Rock Water	0.00	-35.00	15,000.00	15,035.00	0 %
371300 Charges for Water	28,054.05	222,467.04	330,000.00	107,532.96	67 %
371400 Charges for Sewer	104,879.86	933,147.05	1,275,000.00	341,852.95	73 %
371500 Taps and Connect-Water	3,465.00	5,775.00	5,000.00	-775.00	116 %
371600 Taps and Connect-Sewer	2,310.00	3,465.00	5,000.00	1,535.00	69 %
371700 Transfer Fee-Water/Sewer	60.00	800.00	1,000.00	200.00	80 %
371800 W/S - Penalty and Interest	1,725.00	15,401.00	6,000.00	-9,401.00	257 %
371900 W/S - Misc	266.40	312.80	0.00	-312.80	** %
Account Group Total:	140,760.31	1,181,332.89	1,637,000.00	455,667.11	72 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	828.01	1,000.00	171.99	83 %
383460 Water Tank Rental	0.00	4,120.00	12,360.00	8,240.00	33 %
Account Group Total:	0.00	4,948.01	13,360.00	8,411.99	37 %
Fund Total:	140,760.31	1,186,280.90	1,650,360.00	464,079.10	72 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 23

56 ELECTRIC FUND

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
372000					
372300 Charges for Utilities-Electric	0.00	94,685.40	400,000.00	305,314.60	24 %
Account Group Total:	0.00	94,685.40	400,000.00	305,314.60	24 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	150.00	150.00	0 %
Account Group Total:	0.00	0.00	150.00	150.00	0 %
Fund Total:	0.00	94,685.40	400,150.00	305,464.60	24 %

75 CHIMNEY ROCK WATER FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
371000					
371300 Charges for Water	7,620.29	66,022.64	0.00	-66,022.64	** %
371501 WATER TAPS - CHIMNEY ROCK	1,155.00	2,405.00	0.00	-2,405.00	** %
371800 W/S - Penalty and Interest	300.00	3,175.00	0.00	-3,175.00	** %
Account Group Total:	9,075.29	71,602.64	0.00	-71,602.64	** %
Fund Total:	9,075.29	71,602.64	0.00	-71,602.64	** %
Grand Total:	302,677.29	6,754,580.65	13,988,816.00	7,234,235.35	48 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000 COMMISSION							
411000 COMMISSION							
102	Salaries-Part Time	1,100.00	9,900.00	13,200.00	13,200.00	3,300.00	75 %
109	FICA	84.15	757.35	1,100.00	1,100.00	342.65	69 %
214	Supplies-Dept	0.00	623.73	3,000.00	3,000.00	2,376.27	21 %
215	Supplies-Materials	0.00	9,108.54	15,000.00	15,000.00	5,891.46	61 %
310	Travel and Transportation	0.00	0.00	2,750.00	2,750.00	2,750.00	%
	Account Total:	1,184.15	20,389.62	35,050.00	35,050.00	14,660.38	58 %
	Account Group Total:	1,184.15	20,389.62	35,050.00	35,050.00	14,660.38	58 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
100	SALARIES	30,436.40	227,433.64	471,151.00	471,151.00	243,717.36	48 %
103	Professional Services	3,531.25	20,624.25	58,600.00	58,600.00	37,975.75	35 %
109	FICA	2,283.78	20,571.22	36,065.00	36,065.00	15,493.78	57 %
110	Retirement	5,779.88	51,852.11	85,280.00	85,280.00	33,427.89	61 %
111	Group Insurance	3,197.90	30,792.22	60,600.00	60,600.00	29,807.78	51 %
120	401 (K) Contribution	589.20	5,145.21	23,600.00	23,600.00	18,454.79	22 %
180	Legal Services	6,221.00	49,428.47	49,200.00	49,200.00	-228.47	100 %
190	Engineering Services	0.00	1,000.00	25,000.00	25,000.00	24,000.00	4 %
214	Supplies-Dept	0.00	7,973.61	8,000.00	8,000.00	26.39	100 %
215	Supplies-Materials	0.00	2,282.95	2,300.00	2,300.00	17.05	99 %
310	Travel and Transportation	0.00	4,498.21	6,500.00	6,500.00	2,001.79	69 %
320	Postage	996.75	2,236.39	4,000.00	4,000.00	1,763.61	56 %
322	Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	%
324	Dues and Subscriptions	0.00	2,540.63	6,500.00	6,500.00	3,959.37	39 %
330	Utilities	0.00	21,909.47	25,000.00	25,000.00	3,090.53	88 %
350	Repairs and Maint-Buildings	0.00	47,577.08	12,500.00	70,575.00	22,997.92	67 %
353	Repairs and Maint-Equipment	0.00	135.00	4,000.00	4,000.00	3,865.00	3 %
370	Advertising	0.00	2,171.21	2,000.00	2,000.00	-171.21	109 %
490	Miscellaneous	371.49	597.70	0.00	0.00	-597.70	%
614	Lobbyist	0.00	35,000.00	60,000.00	60,000.00	25,000.00	58 %
687	Contractual - County Tax	0.00	14,483.25	16,000.00	16,000.00	1,516.75	91 %
691	Contractual Services	892.00	89,956.41	73,275.00	91,975.00	2,018.59	98 %
751	Bank Fees	0.00	203.50	0.00	0.00	-203.50	%
	Account Total:	54,299.65	638,412.53	1,030,771.00	1,107,546.00	469,133.47	58 %
	Account Group Total:	54,299.65	638,412.53	1,030,771.00	1,107,546.00	469,133.47	58 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
109	FICA	7.03	51.24	0.00	0.00	-51.24	%
111	Group Insurance	18.31	150.56	0.00	0.00	-150.56	%
214	Supplies-Dept	0.00	468.76	0.00	0.00	-468.76	%
321	Telephone	849.28	17,893.91	25,500.00	25,500.00	7,606.09	70 %
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	%
	Account Total:	874.62	32,378.82	114,120.00	114,120.00	81,741.18	28 %
	Account Group Total:	874.62	32,378.82	114,120.00	114,120.00	81,741.18	28 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai lable Appropriation	% Committ
431000 POLICE							
431000 POLICE							
100	SALARIES	40,661.27	309,457.19	541,523.00	543,048.00	233,590.81	57 %
101	OVERTIME	0.00	424.43	5,000.00	5,000.00	4,575.57	8 %
102	Salaries-Part Time	1,362.38	8,363.27	35,000.00	35,000.00	26,636.73	24 %
104	Separation Allowance-Law	1,460.16	13,141.44	20,500.00	20,500.00	7,358.56	64 %
109	FICA	3,245.95	30,236.60	46,300.00	46,300.00	16,063.40	65 %
110	Retirement	8,014.36	74,934.40	106,600.00	106,600.00	31,665.60	70 %
111	Group Insurance	6,397.64	58,950.52	94,200.00	94,200.00	35,249.48	63 %
112	Special Benefit Fund-Police	2,033.07	19,098.30	25,525.00	25,525.00	6,426.70	75 %
212	Supplies-Fuel	0.00	13,802.39	27,500.00	27,500.00	13,697.61	50 %
214	Supplies-Dept	0.00	14,083.83	12,000.00	12,000.00	-2,083.83	117 %
215	Supplies-Materials	0.00	1,090.58	0.00	0.00	-1,090.58	%
217	Supplies-Uni forms	0.00	9,412.13	10,000.00	10,000.00	587.87	94 %
220	Alcohol & Drug Ed.	0.00	341.95	1,000.00	1,000.00	658.05	34 %
310	Travel and Transportation	0.00	2,089.52	2,500.00	2,500.00	410.48	84 %
324	Dues and Subscriptions	0.00	6,375.63	6,300.00	6,300.00	-75.63	101 %
331	Utilities-Street Lights	0.00	4,024.86	0.00	0.00	-4,024.86	%
333	Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	%
353	Repairs and Maint-Equipment	538.67	2,307.27	3,750.00	3,750.00	1,442.73	62 %
354	Repairs and Maint-Vehicles	1,139.00	21,084.83	25,000.00	33,000.00	11,915.17	64 %
490	Miscellaneous	0.00	0.00	1,000.00	1,000.00	1,000.00	%
524	Computers	0.00	9,549.16	10,000.00	10,000.00	450.84	95 %
691	Contractual Services	0.00	4,338.50	20,050.00	20,050.00	15,711.50	22 %
	Account Total :	64,852.50	603,106.80	994,248.00	1,003,773.00	400,666.20	60 %
	Account Group Total :	64,852.50	603,106.80	994,248.00	1,003,773.00	400,666.20	60 %
434000 FIRE							
434000 FIRE							
100	SALARIES	28,103.52	206,188.72	360,453.00	360,453.00	154,264.28	57 %
101	OVERTIME	0.00	0.00	20,000.00	20,000.00	20,000.00	%
102	Salaries-Part Time	864.00	9,956.25	35,000.00	35,000.00	25,043.75	28 %
109	FICA	2,134.07	19,926.08	31,795.00	31,795.00	11,868.92	63 %
110	Retirement	5,336.83	48,998.37	67,800.00	67,800.00	18,801.63	72 %
111	Group Insurance	4,477.06	41,154.42	66,200.00	66,200.00	25,045.58	62 %
120	401 (K) Contribution	1,068.85	9,645.03	18,723.00	18,723.00	9,077.97	52 %
212	Supplies-Fuel	0.00	9,905.16	20,000.00	20,000.00	10,094.84	50 %
214	Supplies-Dept	0.00	3,603.99	3,000.00	3,000.00	-603.99	120 %
215	Supplies-Materials	0.00	7,182.99	9,000.00	9,000.00	1,817.01	80 %
217	Supplies-Uni forms	295.32	1,453.89	4,000.00	4,000.00	2,546.11	36 %
218	Supplies-Equipment	0.00	9,273.90	20,000.00	20,000.00	10,726.10	46 %
310	Travel and Transportation	0.00	3,634.37	5,000.00	5,000.00	1,365.63	73 %
324	Dues and Subscriptions	0.00	13,730.25	8,100.00	8,100.00	-5,630.25	170 %
330	Utilities	0.00	3,959.66	11,500.00	11,500.00	7,540.34	34 %
351	Repairs and Maint-Grounds	0.00	9,861.55	5,000.00	5,000.00	-4,861.55	197 %
353	Repairs and Maint-Equipment	86.64	6,184.13	15,000.00	15,000.00	8,815.87	41 %
354	Repairs and Maint-Vehicles	0.00	32,781.25	20,000.00	20,000.00	-12,781.25	164 %
490	Miscellaneous	0.00	0.00	3,000.00	3,000.00	3,000.00	%
514	Protective Clothing	0.00	0.00	14,000.00	14,000.00	14,000.00	%
553	RADIO REPLACEMENT	0.00	248.00	10,000.00	10,000.00	9,752.00	2 %
691	Contractual Services	0.00	182.82	0.00	0.00	-182.82	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
693	Fairfield Volunteer Fire Dept	0.00	67,000.00	67,000.00	67,000.00	0.00	100 %
694	Chimney Rock Volunteer Fire	0.00	35,000.00	35,000.00	35,000.00	0.00	100 %
695	Bills Creek Volunteer Fire	0.00	42,800.00	42,800.00	42,800.00	0.00	100 %
	Account Total :	42,366.29	582,670.83	892,371.00	892,371.00	309,700.17	65 %
	Account Group Total :	42,366.29	582,670.83	892,371.00	892,371.00	309,700.17	65 %
451000	PUBLIC WORKS-STREETS						
451000	PUBLIC WORKS-STREETS						
100	SALARIES	19,129.87	155,045.60	400,816.00	400,816.00	245,770.40	39 %
101	OVERTIME	0.00	0.00	15,000.00	15,000.00	15,000.00	%
109	FICA	1,448.15	12,647.84	31,392.00	31,392.00	18,744.16	40 %
110	Retirement	3,632.77	31,672.00	72,010.00	72,010.00	40,338.00	44 %
111	Group Insurance	3,179.59	29,842.19	77,220.00	77,220.00	47,377.81	39 %
120	401 (K) Contribution	803.65	7,115.99	20,555.00	20,555.00	13,439.01	35 %
211	Supplies-Automotive	0.00	11,399.53	25,000.00	25,000.00	13,600.47	46 %
212	Supplies-Fuel	0.00	975.56	0.00	0.00	-975.56	%
214	Supplies-Dept	0.00	721.73	1,200.00	1,200.00	478.27	60 %
215	Supplies-Materials	0.00	9,625.25	35,000.00	35,000.00	25,374.75	28 %
217	Supplies-Uniforms	0.00	3,416.47	8,000.00	8,000.00	4,583.53	43 %
310	Travel and Transportation	0.00	111.40	500.00	500.00	388.60	22 %
331	Utilities-Street Lights	0.00	5,969.71	15,000.00	15,000.00	9,030.29	40 %
334	Utilities-Buildings	0.00	2,525.67	11,500.00	11,500.00	8,974.33	22 %
350	Repairs and Maint-Buildings	0.00	1,657.67	25,000.00	25,000.00	23,342.33	7 %
351	Repairs and Maint-Grounds	0.00	7,536.19	12,000.00	12,000.00	4,463.81	63 %
353	Repairs and Maint-Equipment	0.00	11,738.68	30,000.00	30,000.00	18,261.32	39 %
354	Repairs and Maint-Vehicles	0.00	8,190.89	20,000.00	20,000.00	11,809.11	41 %
550	Other Equipment	0.00	100.00	0.00	0.00	-100.00	%
691	Contractual Services	0.00	180.00	4,000.00	4,000.00	3,820.00	5 %
	Account Total :	28,194.03	300,472.37	804,193.00	804,193.00	503,720.63	37 %
	Account Group Total :	28,194.03	300,472.37	804,193.00	804,193.00	503,720.63	37 %
472000	SANITATION						
472000	SANITATION						
691	Contractual Services	14,915.00	134,235.00	177,000.00	179,400.00	45,165.00	75 %
692	Contractual Services-Recycling	1,528.00	13,360.00	14,400.00	14,400.00	1,040.00	93 %
696	Tipping Fees	2,685.00	25,998.06	38,000.00	38,000.00	12,001.94	68 %
	Account Total :	19,128.00	173,593.06	229,400.00	231,800.00	58,206.94	75 %
	Account Group Total :	19,128.00	173,593.06	229,400.00	231,800.00	58,206.94	75 %
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 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	3,837.44	33,832.50	63,100.00	63,100.00	29,267.50	54 %
109	FICA	293.34	2,693.12	4,800.00	4,800.00	2,106.88	56 %
110	Retirement	728.72	6,673.21	11,400.00	11,400.00	4,726.79	59 %
111	Group Insurance	639.58	5,935.66	9,500.00	9,500.00	3,564.34	62 %
120	401 (K) Contribution	191.88	1,761.68	3,300.00	3,300.00	1,538.32	53 %
585	Community Branding	0.00	2,379.58	15,500.00	45,500.00	43,120.42	5 %
	Account Total:	5,690.96	53,275.75	107,600.00	137,600.00	84,324.25	39 %
	Account Group Total:	5,690.96	53,275.75	107,600.00	137,600.00	84,324.25	39 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	19,290.79	100,457.24	279,601.00	279,601.00	179,143.76	36 %
109	FICA	1,425.61	7,819.94	21,227.00	21,227.00	13,407.06	37 %
110	Retirement	3,597.56	19,627.35	50,500.00	50,500.00	30,872.65	39 %
111	Group Insurance	2,516.78	13,884.40	38,410.00	38,410.00	24,525.60	36 %
120	401 (K) Contribution	248.26	2,234.34	13,930.00	13,930.00	11,695.66	16 %
180	Legal Services	625.00	4,484.20	20,000.00	20,000.00	15,515.80	22 %
212	Supplies-Fuel	0.00	377.62	1,000.00	1,000.00	622.38	38 %
214	Supplies-Dept	0.00	59.69	5,500.00	5,500.00	5,440.31	1 %
310	Travel and Transportation	0.00	1,713.26	4,000.00	4,000.00	2,286.74	43 %
324	Dues and Subscriptions	0.00	60.00	1,000.00	1,000.00	940.00	6 %
370	Advertising	0.00	0.00	1,000.00	1,000.00	1,000.00	%
410	RENTS	0.00	10,779.82	18,000.00	18,000.00	7,220.18	60 %
691	Contractual Services	0.00	0.00	17,000.00	17,000.00	17,000.00	%
	Account Total:	27,704.00	161,497.86	471,168.00	471,168.00	309,670.14	34 %
	Account Group Total:	27,704.00	161,497.86	471,168.00	471,168.00	309,670.14	34 %
500000 HUMAN SERVICES							
500000 HUMAN SERVICES							
500	CAPITAL OUTLAY	0.00	31,135.54	0.00	0.00	-31,135.54	%
	Account Total:	0.00	31,135.54	0.00	0.00	-31,135.54	%
	Account Group Total:	0.00	31,135.54	0.00	0.00	-31,135.54	%
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	21,819.96	170,303.07	280,000.00	280,000.00	109,696.93	61 %
102	Salaries-Part Time	0.00	1,653.76	0.00	0.00	-1,653.76	%
109	FICA	1,580.62	14,059.77	22,500.00	22,500.00	8,440.23	62 %
110	Retirement	4,186.58	37,174.76	51,000.00	51,000.00	13,825.24	73 %
111	Group Insurance	3,837.48	31,740.86	57,000.00	57,000.00	25,259.14	56 %
120	401 (K) Contribution	1,088.70	9,694.48	14,000.00	14,000.00	4,305.52	69 %
212	Supplies-Fuel	0.00	7,726.41	15,000.00	15,000.00	7,273.59	52 %
213	Supplies-Boat Fuel & Supplies	584.40	4,980.05	12,000.00	12,000.00	7,019.95	42 %
214	Supplies-Dept	220.00	2,390.96	5,000.00	5,000.00	2,609.04	48 %
215	Supplies-Materials	0.00	840.39	25,000.00	25,000.00	24,159.61	3 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	%
217	Supplies-Uniforms	0.00	1,144.87	1,500.00	1,500.00	355.13	76 %
219	Boat and Fishing Permits	0.00	5,736.68	6,500.00	6,500.00	763.32	88 %
310	Travel and Transportation	0.00	1,438.41	2,000.00	2,000.00	561.59	72 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
330	Utilities	0.00	0.00	6,700.00	6,700.00	6,700.00	%
333	Utilities-Boat House and Range	0.00	33.89	0.00	0.00	-33.89	%
335	Flowering Bridge Lighting	0.00	1,439.35	3,500.00	3,500.00	2,060.65	41 %
351	Repairs and Maint-Grounds	24,601.85	64,953.95	100,000.00	100,000.00	35,046.05	65 %
353	Repairs and Maint-Equipment	254.15	6,712.42	14,000.00	14,000.00	7,287.58	48 %
691	Contractual Services	0.00	23,927.61	40,500.00	40,500.00	16,572.39	59 %
697	Dredging & Debris Removal	0.00	53,041.84	0.00	0.00	-53,041.84	%
	Account Total :	58,173.74	438,993.53	664,200.00	664,200.00	225,206.47	66 %
	Account Group Total :	58,173.74	438,993.53	664,200.00	664,200.00	225,206.47	66 %
615000	BEACH & MARINA						
615000	BEACH & MARINA						
214	Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
350	Repairs and Maint-Buildings	0.00	342.00	4,000.00	4,000.00	3,658.00	9 %
351	Repairs and Maint-Grounds	917.72	8,259.48	10,200.00	10,200.00	1,940.52	81 %
353	Repairs and Maint-Equipment	0.00	1,740.03	1,300.00	1,300.00	-440.03	134 %
	Account Total :	917.72	10,341.51	17,500.00	17,500.00	7,158.49	59 %
	Account Group Total :	917.72	10,341.51	17,500.00	17,500.00	7,158.49	59 %
617000	GOLF						
617000	GOLF						
350	Repairs and Maint-Buildings	0.00	35.00	0.00	0.00	-35.00	%
	Account Total :	0.00	35.00	0.00	0.00	-35.00	%
	Account Group Total :	0.00	35.00	0.00	0.00	-35.00	%
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	%
516	PUBLIC SERVICES BLDG	0.00	0.00	50,000.00	50,000.00	50,000.00	%
522	Pool Creek Bridge Light	0.00	9,680.00	10,000.00	10,000.00	320.00	97 %
530	P&R-Mower	0.00	2,650.00	18,000.00	18,000.00	15,350.00	15 %
541	POLICE-Vehicles	42,320.36	42,320.36	57,000.00	57,000.00	14,679.64	74 %
548	Parking Lot	0.00	0.00	200,000.00	200,000.00	200,000.00	%
550	Other Equipment	0.00	120,638.17	42,504.00	155,000.00	34,361.83	78 %
555	PW Storage Bldg	0.00	0.00	450,000.00	450,000.00	450,000.00	%
559	PW BLDG-Renovations	0.00	25,500.00	40,000.00	40,000.00	14,500.00	64 %
576	DAM-AUTOMATION	0.00	216,833.00	256,560.00	256,560.00	39,727.00	85 %
587	DAM BOOM REPLACEMENT	0.00	0.00	70,000.00	70,000.00	70,000.00	%
592	PW-Street Paving	0.00	46,322.60	150,000.00	174,000.00	127,677.40	27 %
697	Dredging & Debris Removal	0.00	700,470.30	1,000,000.00	1,000,000.00	299,529.70	70 %
	Account Total :	42,320.36	1,164,414.43	2,359,064.00	2,495,560.00	1,331,145.57	47 %
	Account Group Total :	42,320.36	1,164,414.43	2,359,064.00	2,495,560.00	1,331,145.57	47 %
910000	DEBT SERVICE						
910000	DEBT SERVICE						
504	VEHICLES	0.00	29,878.93	44,500.00	44,500.00	14,621.07	67 %
531	FIRE-Fire Engine	0.00	0.00	46,300.00	46,300.00	46,300.00	%
541	POLICE-Vehicles	0.00	4,199.18	17,225.00	17,225.00	13,025.82	24 %
550	Other Equipment	0.00	29,534.61	144,500.00	144,500.00	114,965.39	20 %
561	Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	%
573	Barge/Excavator	0.00	97,312.80	0.00	0.00	-97,312.80	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
700	DEBT SERVICE	0.00	1,432.10	0.00	0.00	-1,432.10	%
720	Bond Interest	0.00	21,639.62	58,500.00	58,500.00	36,860.38	37 %
	Account Total :	0.00	183,997.24	412,925.00	412,925.00	228,927.76	45 %
	Account Group Total :	0.00	183,997.24	412,925.00	412,925.00	228,927.76	45 %
920000	Non-Governmental						
920000	Non-Governmental						
130	Unemployment	0.00	4,211.45	5,000.00	5,000.00	788.55	84 %
450	Insurance	0.00	172,114.70	165,000.00	165,000.00	-7,114.70	104 %
751	Bank Fees	0.00	6.50	2,500.00	2,500.00	2,493.50	%
	Account Total :	0.00	176,332.65	172,500.00	172,500.00	-3,832.65	102 %
	Account Group Total :	0.00	176,332.65	172,500.00	172,500.00	-3,832.65	102 %
980000	TRANSFERS						
980000	TRANSFERS						
967	Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total :	345,706.02	4,580,541.48	9,928,110.00	10,183,306.00	5,602,764.52	45 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

21 Capital Reserve Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai lable Appropriation	%
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	%
	966 Transfer To General	0.00	0.00	450,000.00	450,000.00	450,000.00	%
	Account Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
	212 Supplies-Fuel	0.00	35.46	0.00	0.00	-35.46	%
	214 Supplies-Dept	0.00	387.50	15,000.00	15,000.00	14,612.50	3%
	310 Travel and Transportation	0.00	355.00	4,000.00	4,000.00	3,645.00	9%
	324 Dues and Subscriptions	0.00	130.00	2,000.00	2,000.00	1,870.00	7%
	330 Utilities	0.00	5,673.77	15,000.00	15,000.00	9,326.23	38%
	350 Repairs and Maint-Buildings	0.00	12,579.01	20,000.00	20,000.00	7,420.99	63%
	353 Repairs and Maint-Equipment	0.00	7,198.11	30,000.00	30,000.00	22,801.89	24%
	354 Repairs and Maint-Vehicles	0.00	50.00	0.00	0.00	-50.00	%
	358 Repairs and Maint-Lines	0.00	0.00	18,000.00	18,000.00	18,000.00	%
	430 Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
	691 Contractual Services	0.00	13,651.19	20,000.00	20,000.00	6,348.81	68%
	Account Total :	0.00	40,060.04	124,500.00	124,500.00	84,439.96	32%
	Account Group Total :	0.00	40,060.04	124,500.00	124,500.00	84,439.96	32%
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	0.00	65,634.81	180,000.00	180,000.00	114,365.19	36%
	310 Travel and Transportation	0.00	952.01	4,000.00	4,000.00	3,047.99	24%
	320 Postage	0.00	8,979.96	4,000.00	4,000.00	-4,979.96	224%
	330 Utilities	0.00	3,417.85	16,000.00	16,000.00	12,582.15	21%
	350 Repairs and Maint-Buildings	0.00	10,270.25	20,000.00	20,000.00	9,729.75	51%
	353 Repairs and Maint-Equipment	0.00	13,014.83	45,000.00	45,000.00	31,985.17	29%
	355 Repairs and Maint-Collection	0.00	4,277.95	25,000.00	25,000.00	20,722.05	17%
	358 Repairs and Maint-Lines	0.00	704.80	0.00	0.00	-704.80	%
	550 Other Equipment	0.00	14,937.50	0.00	155,000.00	140,062.50	10%
	613 Manhole Rehabi Project	0.00	129,044.20	0.00	0.00	-129,044.20	%
	690 Contractual Services-Sludge	0.00	60,320.77	160,000.00	160,000.00	99,679.23	38%
	691 Contractual Services	250.00	30,397.60	79,000.00	79,000.00	48,602.40	38%
	699 Contractual Services-WWTP	0.00	11,045.00	40,000.00	40,000.00	28,955.00	28%
	Account Total :	250.00	353,373.14	576,800.00	731,800.00	378,426.86	48%
	Account Group Total :	250.00	353,373.14	576,800.00	731,800.00	378,426.86	48%
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	%
	547 CAMERAS/CAMERAS	0.00	0.00	8,500.00	8,500.00	8,500.00	%
	557 FIREFLY COVE SYSTEM	0.00	0.00	250,000.00	250,000.00	250,000.00	%
	Account Total :	0.00	0.00	458,500.00	458,500.00	458,500.00	%
	Account Group Total :	0.00	0.00	458,500.00	458,500.00	458,500.00	%
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	611 SRL Fund Project	0.00	2,579.49	55,955.00	55,955.00	53,375.51	5%
	612 Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
	720 Bond Interest	0.00	0.00	5,160.00	5,160.00	5,160.00	%
	Account Total :	0.00	2,579.49	125,105.00	125,105.00	122,525.51	2%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Account Group Total :	0.00	2,579.49	125,105.00	125,105.00	122,525.51	2 %
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Account Total :	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Account Group Total :	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Fund Total :	250.00	396,012.67	1,650,360.00	1,805,360.00	1,409,347.33	22 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100	SALARIES	17,307.18	138,469.33	87,500.00	87,500.00	-50,969.33	158 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	1,253.74	11,824.36	6,950.00	6,950.00	-4,874.36	170 %
110	Retirement	3,286.64	29,496.69	15,000.00	15,000.00	-14,496.69	197 %
111	Group Insurance	1,918.74	17,730.18	10,000.00	10,000.00	-7,730.18	177 %
120	401 (K) Contribution	594.78	5,353.02	4,313.00	4,313.00	-1,040.02	124 %
212	Supplies-Fuel	0.00	4,594.41	6,000.00	6,000.00	1,405.59	77 %
214	Supplies-Dept	0.00	257.19	6,200.00	6,200.00	5,942.81	4 %
320	Postage	0.00	44.32	0.00	0.00	-44.32	%
321	Telephone	0.00	1,247.29	3,000.00	3,000.00	1,752.71	42 %
330	Utilities	0.00	1,592.63	6,000.00	6,000.00	4,407.37	27 %
350	Repairs and Maint-Buildings	0.00	2,703.45	15,000.00	15,000.00	12,296.55	18 %
352	Repairs and Maint-Dam	0.00	123.84	0.00	0.00	-123.84	%
353	Repairs and Maint-Equipment	0.00	1,948.14	40,000.00	40,000.00	38,051.86	5 %
691	Contractual Services	0.00	2,640.00	42,000.00	42,000.00	39,360.00	6 %
	Account Total:	24,361.08	218,024.85	281,963.00	281,963.00	63,938.15	77 %
	Account Group Total:	24,361.08	218,024.85	281,963.00	281,963.00	63,938.15	77 %
980000 TRANSFERS							
980000 TRANSFERS							
958	Transfer to Fund Balance	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Account Total:	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Account Group Total:	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Fund Total:	24,361.08	218,024.85	400,150.00	400,150.00	182,125.15	54 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
714000 SEWER							
714000 SEWER							
	573 Barge/Excavator	0.00	479,848.38	0.00	0.00	-479,848.38	%
	635 Contract for Design Build	0.00	512,000.00	0.00	0.00	-512,000.00	%
	760 Closing Cost	0.00	45,686.00	0.00	0.00	-45,686.00	%
	Account Total:	0.00	1,037,534.38	0.00	0.00	-1,037,534.38	%
	Account Group Total:	0.00	1,037,534.38	0.00	0.00	-1,037,534.38	%
	Fund Total:	0.00	1,037,534.38	0.00	0.00	-1,037,534.38	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 3 / 23

75 CHIMNEY ROCK WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
	214 Supplies-Dept	0.00	1,637.50	0.00	0.00	-1,637.50	%
	320 Postage	195.25	537.65	0.00	0.00	-537.65	%
	968 Payments to Chimney Rock Water	4,597.58	43,994.89	0.00	0.00	-43,994.89	%
	Account Total:	4,792.83	46,170.04	0.00	0.00	-46,170.04	%
	Account Group Total:	4,792.83	46,170.04	0.00	0.00	-46,170.04	%
	Fund Total:	4,792.83	46,170.04	0.00	0.00	-46,170.04	%
	Grand Total:	375,109.93	0.00	6,278,283.42	13,578,620.00	13,988,816.00	7,710,532.58 45 %

V
COUNCIL LIAISON
REPORTS AND
COMMENTS

VI

PRESENTATIONS

- A. Morse Park Master Plan – Parks and Recreation Trust Fund (PARFT)
- B. Lake Lure Green Space Planning
- C. Golf Course Proposal

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

Meeting Date: April 11, 2023

SUBJECT: Morse Park Master Plan – Parks and Recreation Trust Fund (PARTF)

AGENDA INFORMATION:

Agenda Location: Presentations

Item Number: A

Department: Parks, Recreation, and Lake

Contact: Dana Bradley, Parks, Recreation, and Trails Coordinator

Presenter: Tim Johnson, Destination by Design

BRIEF SUMMARY:

Destination by Design will be presenting information in regard to budgeting, design, and funding opportunities for the Morse Park Plan. The Town is currently in the process of applying for a Parks and Recreation Trust Fund (PARTF) Grant administered by NC State Parks for the project.

ATTACHMENTS:

Morse Park Concept Site Plan; Morse Park PARTF Justification; Funding Information

Morse Park

Town of Lake Lure, NC
PARTF Site Plan Map

Map Produced: 29 September
2022

Lake Lure



Legend

- Morse Park Boundary (~25.2 AC)
- PARTF Requests
- Walking Path (~1,320 FT)
- Sidewalk (~1,160 FT)
- Existing Feature
- Future Facilities
- Town Center Walkway

0 100 200 Feet

Description and Justification for Morse Park - Phase I
Local Government: Town of Lake Lure

Description:

The Morse Park - Phase I project will include the redevelopment and enhancement of a significant community recreation asset in the Town of Lake Lure. This project will include a renovated paved path (1325 linear feet), poured-in-place playground, and picnic area amenities. The park is located within the planning corridor for the Hickory Nut Gorge State Trail and provides a central hub for access to a number of recreational assets in the area for people of all ages and abilities.

Morse Park is located on approximately 23 acres where the Rocky Broad River feeds into the west end of Lake Lure. The topography is relatively flat and features a large open meadow, wooded wetland areas, and a pond. Existing amenities include two tennis courts, basketball court, children's play area with swings, slides, and climbing apparatus, a large covered gazebo, gravel and asphalt walking path with benches, and covered picnic tables with grills. The site also features ADA connectivity to the Lake Lure Town Walkway, Flowering Bridge, beach, and water park. Morse Park is adjacent to the Town of Lake Lure Municipal Center, Rutherford County Welcome Center, and Washburn Marina.

Justification:

Recreational facility development in Lake Lure is challenging due to terrain and topography. Existing ADA facilities are limited to picnic tables at Buffalo Creek Park and a picnic shelter at Dittmar-Watts Nature Trail Park, each of which is considerable distance away. Buffalo Creek Park is more than twelve miles away and the Dittmer-Watts trailhead is five miles from the Town Center and associated amenities. Morse Park is located centrally in the Town on a flat parcel in this mountainous area of Rutherford County. This type of terrain is rare in the Hickory Nut Gorge and small towns of Western North Carolina. The Park features views of mountainous topography, the Rocky Broad River, and Lake Lure. Due to the park's level site and its connectivity to other community assets, it makes an ideal location for a public park that serves residents and visitors of all ages and abilities.

Morse Park was reimagined in 2017 with the Morse Park Site Master Plan. In 2021 a site master plan update was completed that featured expanded parking, new recreation facilities, and a large amphitheater. The park was also included in planning efforts associated with the Lake Lure Parks, Recreation, Trails, and Open Space Plan (2022) and Rutherford Bound Tourism Master Plans (2018 and 2022). Park development is a priority for the Town and provides the opportunity to add and expand recreational facilities to serve the area.

The renovated paved path will offer visitors of all abilities an opportunity to experience a short portion of the challenging Hickory Nut Gorge State Trail. The path will also improve access to events held at the park. Morse Park typically hosts anywhere from 10-15 events a year for a total of approximately 3000 attendees. The number of events offered will be expanded with the construction of the proposed amphitheater in phase II. Picnic area enhancements will include additional single-sided tables with accessible paths. The playground will feature poured-in-place surfacing with a variety of features like gliders, chimes, ramps, and pull along challenges. The park will also provide ADA accessibility to the Lake Lure Flowering Bridge which provides a wonderful multi-sensory experience for visitors of all ages and abilities. This former vehicular bridge has been transformed into a volunteer-managed collection of 30 gardens.

The Morse Park Phase I project presents an important opportunity for the Town of Lake Lure to offer recreational features that are rare in the area. The Rutherford County Parks and Recreation Master Plan of 2020 includes a level of service analysis which identifies playgrounds as a significant need countywide. The recommended number of playground facilities at the time of the analysis was 68, with only 48 in place. The closest inclusive playgrounds are in adjacent Henderson and Cleveland Counties, located 22 and 50 miles from Lake Lure, respectively. The location of the park site is ideal for development and will provide excellent public access to other recreational assets found in Town. Providing new and renovated facilities that will be beneficial to residents and visitors of all ages and abilities is a significant priority for the Town of Lake Lure and its funding partners, including the Rutherford County Tourism Development Authority and the Rutherford County Trails Collaborative.

Project Costs continued

Project Costs

Applicant: _____

Project Name: _____

Project Elements (Include specific units — sizes, numbers, lengths, etc. — for each item.)	Unit	Unit Cost	Total Item Cost
Building and/or Renovating Costs			
Cost to Build or Renovate:			
Contingency for the Cost of Building / Renovating			
Contingency (<i>not to exceed 5% or \$50,000 of the cost to build, whichever is less</i>)			
Land Value (<i>indicate purchase or donation</i>)			
Land Acquisition <input type="checkbox"/> Purchase <input type="checkbox"/> Donation			
Planning and Incidental Land Acquisition Costs			
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (<i>not to exceed 20% or \$200,000 of the cost of the project, whichever is less</i>)			
Total Project Cost:			
Total PARTF Grant Request:			
Total Local Match:			

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 11, 2023**

SUBJECT: Lake Lure Green Space Planning

AGENDA INFORMATION:

Agenda Location: Presentations

Item Number: B

Department: Parks, Recreation, and Lake

Contact: Hank Perkins, Town Manager

Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Manager Hank Perkins will discuss planning for the future of the Lake Lure Green Space.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 11, 2023**

SUBJECT: Golf Course Proposal

AGENDA INFORMATION:

Agenda Location: Presentations

Item Number: C

Department: Parks, Recreation, and Lake

Contact: John Anderson, Chamber of Hickory Nut Gorge President

Presenter: John Anderson, Chamber of Hickory Nut Gorge President

BRIEF SUMMARY:

John Anderson with the Chamber of Hickory Nut Gorge will present on a previous proposal made by the Chamber in regarding to the former Lake Lure Golf Course.

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 March 14, 2023 Regular Town Council Meeting Minutes and the March 22, 2023 Regular Town Council Work Session Meeting Minutes
- B. Resolution No. 23-04-11 Amending the Lake Lure Tours Concession Agreement
- C. Resolution No. 23-04-11E Authorizing Deep Pipe Crossing Easements and/or Temporary Dredging Construction Easements for the Horizontal Directional Drill Project
- D. Olympiad Lure of the Lake Swim Event Request for Waivers
- E. Waiver for the Lake Lure Memorial Day Service scheduled for 5/29/23.
- F. Waivers for the Lake Lure Community Independence Celebration scheduled for 7/1/23 at the Lake Lure Beach.
- G. Waiver and suspension for the Lake Lure Farmer's Market scheduled for Fridays starting in 5/5/23 through 10/27/27.



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, MARCH 14, 2023, 5:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

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

William Morgan, Jr., Town Attorney
William Hank Perkins, Jr., Town Manager
Michael Williams, Community Development Director

ABSENT: N/A

I. CALL TO ORDER

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

II. APPROVE THE AGENDA

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

III. MAYOR'S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance and announced that the refilling of the lake will begin in April and the rate of the refilling is dependent upon rain.

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Hank Perkins summarized highlights from his Manager's Report for February (available in the meeting packet).

V. COUNCIL LIAISON REPORTS & COMMENTS

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

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

Commissioner Jim Proctor reported the activities of the Parks and Recreation Board.

Mayor Pritchett reported that the Steering Committee should meet in April.

VI. PRESENTATIONS

A. FINANCIAL, BUDGET, AND AUDIT UPDATES

Finance Director Stephen Ford presented on property re-appraisals and budget planning. Director Ford expressed that additional information from the County should be available by the end of the month. Director Ford noted that he had not received any calls regarding re-appraisals, but was certain that the County had. Director Ford also noted that re-appraisal information is available on Rutherford County website. Director Ford detailed that appraisals are received and there is an appeal period which can slow the Town's budgeting process due to unknown tax values. Director Ford warned that values could increase or decrease during an appeal process. Director Ford noted that he is monitoring projections from the County, and should know actual values in late April or early May. Director Ford explained that there is currently an average of 50% increase in property values. Director Ford noted that re-appraisals are based on a four year cycle in Rutherford County and that Rutherford County determines values. Director Ford detailed that each property owner will receive a tax bill with their tax value divided by 100 and multiplied by the tax (mill) rate. It was explained that the current Town tax rate is 5.3% and the County is 5.7%. Director Ford noted that the Town will need to consider a revenue neutral rate. Director Ford also noted that the Town's tax rate is around the average rate in the state, and will be updated in the upcoming budget cycle based on changes in property values. Commissioner DiOrio noted that Lake Lure's property values had increased by about 62% and asked how much the County increased at large. Director Ford answered that the average increase for the county at large is around 45%. Commissioner DiOrio noted that the Town might be impacted by revenue neutral. Manager Perkins explained that each re-appraisal year, the Town must display the revenue neutral information in the budget message. Director Ford provided Council with the County's FAQs.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

Moe Bay, 193 Deer Trail, noted that she will be holding the 5th Annual Trash Talkin' Event. Mrs. Bay explained that in the past there have been about 25 bags of trash collected on Boys Camp Road. Mrs. Bay noted that Rutherford County is providing supplies. Mrs. Bay detailed that Trash Talkin' will take place on April 18th at 9:00 a.m. and volunteers will meet at the Lake Lure Village Resort main entrance. Mrs. Bay also detailed that the Flowering Bridge will be celebrating its 10th year anniversary on June 2nd this year. Mrs. Bay expanded that the Flowering Bridge is almost fully supported by donations and volunteers and that the Flowering Bridge looks forward to celebrating, but also is hoping raise money for the education center. Mrs. Bay detailed that the Flowering Bridge 10th anniversary event will be at Riverside on June 2nd and that limited tickets are available, there will be a silent auction, and tickets will go on sale in April and will cost \$80. Mrs. Bay advised that anyone with questions or those who want to volunteer or donate should visit the Lake Lure Flowering Bridge website.

There were no further comments from the public.

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

- A. Approval of the February 14, 2023 Regular Town Council Meeting Minutes and the February 22, 2023 Regular Town Council Work Session Meeting Minutes
- B. Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook
- C. Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement

RESOLUTION NO. 23-03-14

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AMENDING THE ADVISORY AND STATUTORY BOARD HANDBOOK**

WHEREAS, The Town of Lake Lure Town Council adopted the Advisory and Statutory Board Handbook on February 8, 2022; and

WHEREAS, The Advisory and Statutory Board Handbook acts as a guide for Town of Lake Lure volunteer board members and provides them with details regarding rules and regulations; and

WHEREAS, The Town Council has determined that the Handbook requires various updates.

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

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

SECTION ONE. The Advisory and Statutory Board Handbook is hereby amended as follows:

**Lake Lure Advisory and Statutory Board
Handbook**

Thank you for your interest in public service and your dedication to your community. This handbook may assist you in understanding the purpose of statutory and advisory boards and provide you guidance to take full advantage of the opportunity that your service offers. The Town leadership appreciates your contributions of experience and judgment and is ready to help you advise the decision-making process. You represent the citizens of Lake Lure and it is important to be the voice of the community in your deliberations. Your experience is essential and your personal views are important, but researching and presenting general consensus is a vital part of helping Town Council formulate policy for the greater good of all residents.

The Lake Lure Town Council has chartered several statutory and advisory boards in accordance with North Carolina General Statutes G.S. 160A-146. North Carolina law stipulates that “The council may create, change, abolish, and consolidate offices, positions, departments, boards, commissions, and agencies of the city government and generally organize and reorganize the city government in order to promote orderly and efficient administration of city affairs . . . and may not abolish any board required by law.” Statutory Boards required by law include the ABC Board, Zoning and Planning Board, and Board of Appeals/Lake Structure Appeals Boards. All other boards are considered “Advisory Boards” chartered by the Town Council to address Lake Lure specific issues and serve at the discretion of Town Council.

Applying to Serve on a Volunteer Board:

- Applications may be submitted to the attention of the Town Clerk via email at ostewman@townoflakelure.com or delivered to the Lake Lure Municipal Center. The Lake Lure Municipal Center is located at 2948 Memorial Highway, Lake Lure, NC 28746 and the mailing address is P.O. Box 255, Lake Lure, NC 28746.
- The application deadline for March appointments is January 1st.
- Applications will be considered active for two years. Following two years, applications will become inactive and an updated application submittal will be required for past applicants who are still interested in serving on a board.

Roles and Responsibilities:

Town Council or Marine Commission:

- Charter and Appoint Members to Statutory and Advisory Boards. Town Council has the broad authority to determine how vacancies are filled (with some exceptions set by law). Appointment and removal decisions of board members must occur during open meetings.
- Adopt Rules of Procedure as stipulated in your specific board charter. However, the default position is that boards exercise procedural rules consistent with state law and general parliamentary principles such as Robert's Rules of Order. Boards are "public bodies" and must conform to laws on public notice, public access and minutes under the state open meetings law.
- Delegate Authorities as Appropriate. The most prominent *delegated authorities* for Lake Lure Statutory Boards include:
 1. The authority for the ABC Board to buy, sell, and transport, possess, and administer alcoholic beverages.
 2. The authority for the Board of Adjustment to conduct quasi-judicial proceedings to enforce zoning regulations and decide appeals to zoning and regulation determinations made by Town staff, and issue Special Use Permits.
 3. The authority of the Zoning and Planning Board to conduct public hearings on proposed changes to the Lake Lure Zoning Ordinances.
- **Note:** Advisory Boards are strictly advisory and do not normally exercise decision-making or possess approval authority unless specifically directed by Town Council or the Marine Commission.
- Task and Direct Boards to make recommendations on issues of concern.
- Review and Approve/Deny Board recommendations for changes or additions to Town ordinances, regulations, appropriations, policy and plans.
- Conduct Periodic Reviews of Board Charters and By-Laws to ensure compliance with State Statutes and maintain relevance to current Lake Lure issues.
- Designate a Town Council liaison to each board.

Town Council Liaison:

- Appointed by Town Council to serve as the primary communication conduit between the board and Town leadership.
- Provides the Chairman of the board the tasks directed by the Town Council or Marine Commission and works with the Chairman to develop annual goals and objectives.
- Briefs Town Council on board deliberations and solicits Town Council approval to explore additional issues or tasks not included in the annual goals and objectives statement.
- Forwards Board recommendations to Town Council via the Mayor for review and possible inclusion in the Town Council monthly agenda.
- Collaborates with the Board Chairman on suggested approaches or courses of action to resolve issues of concern.
- Monitors Board Meetings and may participate to clarify Town Council guidance or provide information as requested by Board members.

Board Chairman or Vice Chairman in their absence:

- Nominated and Elected by the Board Members.
- Determines Board Agenda and Presides at meetings and decides all points of order consistent with North Carolina Statutes, the Board charter, and Robert's Rules of Order.
- Serves as the Board Team Leader for deliberations and formulation of recommendations.
- Collaborate with Town Council Liaison to provide strategic focus and develop goals and objectives relative to the interests of the Town of Lake Lure.
- Advocates for the interests of the Board with Town Staff and Town Council.
- Presents the Board Annual Report that includes specific goals and objectives for the upcoming year to the Town Council or Marine Commission.

Board Member:

- Appointed by the Town Council normally for a three-year term.
- Actively participates in monthly Board deliberations. Members may be subject to dismissal if attendance requirements as stipulated in By-Laws are not met if they are absent from three consecutive regularly scheduled meetings in a calendar year, and/or a total of four meetings in a calendar year. Board chairs have the discretion to recommend board member dismissals to Council if attendance issues arise.
- Understands the purpose of their board and their role in providing community expertise or viewpoints.
- Presents research, community viewpoints, or other relevant data for Board consideration.
- Votes for recommendations. Majority consensus recommendations will be forwarded to the Town Council or Marine Commission.

Notes:

1. Boards are encouraged to rotate members and positions to build a depth of experience and promote new ideas in keeping with the evolving concerns of the community.
2. Members are not employees, and thus do not have protection under personnel privacy exemptions from public records laws, however, a range of information collected about members (e.g., Social Security numbers, driver's license numbers) may not be released (G.S. 132-1.10(b)(5) & 14-113.20(b)). The following may be made public: Name, Address, Telephone/Cellphone number, E-mail address, Internet ID names.

Town Staff:

- Applicable Town Department Head will be assigned to each Board by the Town Manager.
- Town Staff member will present Town issues for consideration or general information as stipulated in the Board Charters/By-Laws or as directed by the Town Manager.
- Boards do not have directive authority over Town Staff but may request specific Staff assistance from the Town Manager.
- Support each Board with a recording secretary to develop and maintain Board minutes for public record.

General Schedule:

<u>January 1st</u> January Board Meeting	<u>Volunteer Board Applications Due</u> Selection of Chairman/Vice Chairman <u>Review Board Applications and Make Recommendation(s) to Council</u>
January Town Council Meeting necessary	Appointment of Town Council Liaisons as necessary
February Town Council Meeting	Recognition of departing Board members and Appointment of New/Renewed Members
March Special Board Meeting	New Member Orientation <u>and Selection of Chairman/Vice Chairman</u>
December Town Council Meeting	Chairman (Advisory Boards) Presentation of Annual Report and Proposed Goals and Objectives

Reports:

- Annual Report from the Board to Town Council. Report should include:
 - a. Short list of the most important topics addressed or decisions made
 - b. Ongoing topics for formulating advice (goals and objectives for the upcoming year).
 - c. Membership status and connection to the community (including diversity of members/representativeness to the overall community).

SECTION TWO. This Resolution shall become effective upon adoption.

RESOLUTION NO. 23-03-14A

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
APPROVING RUMBLING BALD CONCESSION AGREEMENT**

WHEREAS, The Town of Lake Lure and Rumbling Bald entered into a Concession Agreement on April 10, 2018; and

WHEREAS, the existing Concession Agreement is set to expire in April of 2023; and

WHEREAS, the original Concession Agreement is for the management, maintenance, and operation of tour and non-motorized boat operations; and

WHEREAS, Rumbling Bald is now an agenda for the Town for the purpose of selling boat permits; and

WHEREAS, each party has expressed desire to enter into a new Concession Agreement for the purpose of the management, maintenance, and operation of tour and non-motorized boat operations, and for the sale of boat permits.

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

Section 1. The Town of Lake Lure and Rumbling shall enter into a Concession Agreement on March 28, 2023 and it shall expire on March 27, 2028.

Section 2. The Town of Lake Lure and Rumbling Bald shall abide by all terms and conditions specified in the Concession Agreement.

IX. UNFINISHED BUSINESS

**A. RESOLUTION NO. 23-03-14B AUTHORIZING THE SHORT TERM GROUNDS
LEASE AGREEMENT BETWEEN THE TOWN OF LAKE LURE AND THE LAKE
LURE FLOWERING BRIDGE**

Manager Perkins explained that there had been discussion regarding the Town's great working relationship with the Lake Lure Flowering Bridge (LLFB) for 10 years following conveyance of the old bridge to the Town. Manager Perkins expanded that the arrangement between the Town and the LLFB has been informal, but due to substantial investment the Town wanted to enter into a grounds lease arrangement to cement the relationship between the two entities.

Manager Perkins noted that the Council may consider approving a 12 month lease tonight, but an advertisement for the Town to consider a 10 year lease in April will be published if there is consensus from Council to do so. Manager Perkins explained that any lease over 12 months requires a 30 day published notice which was not possible until the April regular meeting and that delaying a lease altogether would hinder the timeline of the Flowering Bridge's upcoming projects. Manager Perkins detailed that the 12 month lease being proposed is substantially the same as leases reviewed in the past months, but the Town would now be responsible for bridge inspections and inspection schedules, and sewer had been added to the utilities that the Town is going to cover in anticipation for sewer in the education building. Manager Perkins also detailed that the Town has is in the process for requesting a local bill for the Town and the Lake Lure Flowering Bridge to enter into a lease that exceeds 10 years without the required real property sale regulations, using state precedence.

Commissioner DiOrio made a motion to adopt the Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge. Commissioner Proctor seconded and the motion carried 4-0.

RESOLUTION NO. 23-03-14B

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE AUTHORIZING THE SHORT TERM GROUNDS LEASE AGREEMENT BETWEEN THE TOWN OF LAKE LURE AND THE LAKE LURE FLOWERING BRIDGE

WHEREAS, the Town Council of the Town of the Town of Lake Lure expressed its intent to consider at its regular meeting to be held on the 14th day of March, 2023, the lease or rental of certain real property of the Town; and

WHEREAS, the Town of Lake Lure abided by all General Statutes in regard to the lease of real property for a term of less than one year; and

WHEREAS, at its regular meeting on the 14th day of March, 2023, the Town Council considered the lease or rental of the property and desires to lease or rent the real property of the Town described below;

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

SECTION ONE. The following described property is hereby declared to be surplus to the needs of the Town:

Lake Lure Bridge No. 7 and a .36 acre lot (PIN #23163)

SECTION TWO. The Mayor and the Town Clerk are hereby authorized to execute a lease or rental agreement for the real property of the Town described above, said lease or rental agreement for a term of 12 months.

SECTION THREE. The annual rental or lease payment for the real property of the Town of Lake Lure described above will be \$1.00.

X. NEW BUSINESS

A. REQUEST FOR TOWN COUNCIL APPROVAL TO RE-SAND THE EXISTING PRIVATE BEACH LOCATED AT 259 NORTH SHORE DRIVE

Community Development Director Michael Williams explained that the Town had previously approved several similar requests and recalled the allowance from the Army Corp of Engineers to re-sand existing beaches.

Commissioner Doster made a motion to grant the request for approval to re-sand the existing private beach located at 259 North Shore Drive. Commissioner Bryant seconded and the motion carried 4-0.

X. NEW BUSINESS

B. RESOLUTION NO. 23-03-14C EXPRESSING INTENT TO REDISTRIBUTE FUNDS FOR FOURTH OF JULY FIREWORKS TO FUND HOLIDAY LIGHTING AND DECOR

Manager Perkins explained that this resolution formalizes past discussions between Council and staff in regard to the 4th of July fireworks event and holiday lighting. Manager Perkins expanded that there was previous consensus was to forgo investing in fireworks and use such funds to pay for enhanced holiday lighting and décor. Manager Perkins noted that Town staff will create a holiday lighting and décor package to present to Council during the upcoming budget cycle.

Commissioner DiOrio mentioned that the Lake Lure Inn used to market the town fireworks and would sale rooms and hold a brunch. Commissioner DiOrio expanded that the Lake Lure Inn is aware that the Town would not be holding fireworks and have expressed interest in holding their own mini firework show. Commissioner DiOrio noted that this was an unintended consequence to forgoing the fireworks event. Mayor Pritchett noted that the Lake Lure Inn would need to hold discussion with Rumbling Bald.

Commissioner Bryant recalled the economic benefits of enhancing holiday lighting and décor. Commissioner Doster recommended creating a steering committee to make recommendations in regard to holiday lighting and décor.

Commissioner Bryant made a motion to adopt Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting and Décor. Commissioner Doster seconded and the motion carried 4-0.

RESOLUTION NO. 23-03-14C

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
EXPRESSING INTENT TO REDISTRIBUTE FUNDS FOR FOURTH OF JULY
FIREWORKS TO FUND HOLIDAY LIGHTING AND DÉCOR**

WHEREAS, the Town Council of the Town of the Lake Lure have determined that it is in the best interest of the Town, Town residents, and business owners within the Town to retire the Town sponsored 4th of July Fireworks Event; and

WHEREAS, the Town recognizes the importance of utilizing these funds to enhance the presence of Lake Lure and to increase tourism during the holiday season; and

WHEREAS, the Town wishes improve holiday lighting and décor, create a classic look that represents Lake Lure, and highlights landmarks and the major architectural features of the Town for residents and visitors to enjoy during the holiday season;

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

SECTION ONE. The Town of Lake Lure shall retire the Town sponsored 4th of July Fireworks Event for the foreseeable future.

SECTION TWO. The Town of Lake Lure intends to redistribute funds that would typically fund the 4th of July Fireworks Event and instead fund enhanced holiday lighting and décor in future budget cycles.

<p>XI. ADJOURNMENT</p>

With no further business, Commissioner Proctor made a motion to adjourn the meeting at 5:39 p.m. Commissioner DiOrio 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, MARCH 22, 2023, 8:30 A.M. AT THE LAKE LURE TOWN HALL

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

William Hank Perkins, Jr., Town Manager
William Morgan, Jr., Town Attorney
Kathy Tanner, Lake Lure Flowering Bridge
Dustin Waycaster, Fire Chief
Stephen Ford, Finance Director
Michael Dydula, Project Manager
Dean Lindsey, Public Services Director
Laura Krejci, Communications Director

ABSENT: Commissioner Jim Proctor

I. CALL TO ORDER

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

II. AGENDA ADOPTION

Commissioner David DiOrio made a motion to add item XVII for Lake Lure Tours Mobile Food Vendor Request and re-number accordingly. Commissioner Scott Doster seconded and the motion carried 3-0.

Commissioner Patrick Bryant made a motion to adopt the agenda, as amended. Commissioner Doster seconded and the motion carried 3-0.

III. LAKE LURE FLOWERING BRIDGE PARKING LOT REQUEST

Town Manager Hank Perkins explained the Lake Lure Flowering Bridge (LLFB) had submitted a request for Town assistance with funding their volunteer parking lot area. Manager Perkins noted that the request was provided in the meeting packet. Manager Perkins recalled that the LLFB parking lot request had been discussed in a previous meeting in which Council questioned if the Rutherford County Tourism Development Authority (TDA) could help with funding and that it was then discussed with the TDA at the Lake Lure Steering Committee meeting where it was determined that the TDA could not fund the lot unless the Flowering Bridge was a member of Rutherford Bound. Mrs. Kathy Tanner with the Flowering Bridge provided an estimate for the cost of the parking lot from Dale Shields. Manager Perkins noted the remaining \$8,000 needed to fund the parking lot and asked if any work had been done that would be funded by the \$8,000 and Mrs. Tanner answered no. Commissioner DiOrio asked if the parking lot had been permitted and Mrs. Tanner explained that zoning and land disturbance permits are in progress and should be ready to be issued now that the lease between the Flowering Bridge and the Town had been approved. Manager Perkins asked if the permitting is for the Town's Community Development Department with the state and Mrs. Tanner answered that the zoning permit is for the Town and there are both Town and state land disturbance permits. Manager Perkins noted that normally the LLFB would fundraise for their operations and asked if the parking lot could not be paid for through fundraising and if timing issues play a role in the LLFB request. Mrs. Tanner answered that additional funds are still funds needed for the education building and detailed that the majority of their recent fundraiser and donation revenues are going towards maintenance of the bridge operations and the education center. Manager Perkins explained the history of the visitor parking lot and noted that there was going to be a donation, but the donator's position had been replaced by someone who does not have same knowledge about the donation. Mrs. Tanner explained that the parking project would be delayed without the help of the Town. Manager Perkins asked if any money could be taken from education fund and Mrs. Tanner said yes, but it would slow the progress of education center and certain funds had been raised specifically for the education center. Council discussed the need for permitting. Manager Perkins explained that sentiment as to why permitting should be taken into consideration and asked that the request be revisited after obtaining permitting.

IV. DISCUSS LAKE LURE FLOWERING BRIDGE 10 YEAR LEASE

Manager Perkins explained that at the March 14th regular meeting, Town Council approved a 12-month grounds lease agreement between the Town and the Flowering Bridge. Manager Perkins expanded that there has been notice advertised that Town Council will consider a 10-year grounds lease agreement with the Flowering Bridge at the regular meeting on April 11th.

Manager Perkins detailed that the general assembly will discuss a local bill to allow for a longer lease agreement between the Town and Flowering Bridge on the 23rd. Manager Perkins noted that he had met with The Policy Group yesterday and that there seems to be no issues in regard to the proposed local bill.

V. FIRE/EMERGENCY SERVICES PERSONNEL DISCUSSION

Manager Perkins explained that Fire Chief Dustin Waycaster had approached him with concerns regarding a shortage of County emergency services personnel. It was noted that the County lost 6 paramedics in two months over lack of pay. Chief Waycaster explained that the Town Fire and Emergency Services staff had been noticing a problem running recent calls due to the lack of County personnel. Chief Waycaster provided an example of a recent cardiac arrest in which Town staff provided medical assistance for 50 to 60 minutes without an available County paramedic. Chief Waycaster provided another recent instance is when County paramedics had to leave the Rumble event to report to another part of the County.

Chief Waycaster noted that the Town is in the process of filling two part time vacant positions. Chief Waycaster expressed that he does not want to lower standards in Lake Lure, but with the County shortage, the Town gets stuck with a basic unit and that Town staff cannot transfer responsibilities to a basic unit and lower the standard. Chief Waycaster expanded that the Town has had to put staff on EMS duties to aid with County deficits. Chief Waycaster mentioned that the County recently hosted a large training session with a good turnout rate, but their issue retaining employees.

Manager Perkins noted that issues to consider are determining what the Town can do, how the Town can make proactive steps to take care of coverage, and what the County will do to address their own issue. Manager Perkins expressed interest in reviewing the impact if County begins addressing pay and questioned if the impact would be short term or long term. Manager Perkins also questioned how the Town manage operations in the meantime.

Chief Waycaster explained that the County's pay is only one issue, and another is workload because there are not enough paramedic units to handle the entire County and the County had to start operating with staggered units. Commissioner DiOrio asked if nearby Counties help and Chief Waycaster answered yes, Rutherford has been asking for mutual aid from other counties a lot. Chief Waycaster mentioned a mutual aid agreement for helicopter calls because there have been an abundance lately. Commissioner DiOrio asked for clarification that one issue is that Town staff must travel with EMS because Town staff is more advanced and Chief Waycaster answered yes and expressed that one possible issue involved is Town staff get stuck on another call and not being able to report back to Town.

Commissioner DiOrio questioned if the Town should enact an interim solution until the County resolves their personnel issues. Chief Waycaster explained that one proposal is for the Town to hire an additional employee and transfer Assistant Chief Chris Melton to a Monday through Friday schedule. Chief Waycaster expanded that doing so would allow for four firefighters to be available during the day and either he or Assistant Chief Melton will be on call during the nights. Chief Waycaster noted that as of current, he is the only one on call and Assistant Chief Melton is often already on duty at night. Commissioner Doster asked if the Town needs a medic and Chief Waycaster answered that if the Town can hire extra personnel and build a new facility then paramedics could be hired, but it is currently an issue with the County and with funding. Commissioner DiOrio asked what the level above basic is and Chief Waycaster answered advanced, which is what the Town staff is now. Mayor Pritchett asked if a new hire would also be

advanced and Chief Waycaster answered that they would. Commissioner DiOrio noted that changing the Assistant Chief's schedule is an administrative decision, but additional personnel would require a budget decision from Council. Chief Waycaster estimated that the budget increase for hiring an additional employee would be about \$55,000 to \$57,000. Manager Perkins noted that a budget amendment would be necessary and tax rate implications would be required. Manager Perkins suggested that if Council is in support, Town staff can review this in the budget process and in terms of tax rate. There was Council consensus to look into an additional fire/emergency services personnel in the budgetary process and consensus of support.

VI. DISCUSS RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY LEASE

Manager Perkins explained that there has been notice advertised that Town Council will consider a lease agreement with the Rutherford County Tourism Development Authority at the regular meeting on April 11th. Manager Perkins noted that the lease agreement would be for a one year term with nine one-year options for renewal. Manager Perkins also noted that the proposed lease agreement requires 180 days' notice of termination. Commissioners discussed issues regarding the \$1.00 rent.

VII. CHIMNEY ROCK VILLAGE AGREEMENT TO OPERATE WATER SYSTEM UPDATE

Manager Perkins explained that the Town had been in communication with Chimney Rock Village and that some amendments were made to the draft agreement to operate water system. It was explained that a five year agreement with option for an additional five year term is being recommended and that the second five year option would be automatic unless either party expressed otherwise. Manager Perkins noted that the reservoir previously specified in the agreement will not be needed, so the Town removed \$12,000 in credit for reservoir capacity from the agreement. Manager Perkins mentioned that the Chimney Rock Village Council met last night and discussed the agreement, but that he is unsure of the outcome of the discussion. Manager Perkins stated that he had Village Administrator Steve Duncan that the Town and Village could extend the current agreement to work out any complexities. Manager Perkins expanded that Mr. Duncan is proposing extending the current agreement for the remainder of the calendar year. It was noted that Mr. Duncan is working towards establishing a fee that the Town will charge to Chimney Rock customers in addition to their existing Town fee in order for the Village to collect additional revenue to maintain their system. Manager Perkins expressed that he would like to create a consulatory agreement that feeds the needs of both parties. Commissioner DiOrio noted that knowing the water system management plan will be crucial to determining how to move forward with the Chimney Rock Village water agreement. Manager Perkins explained that Mr. Duncan had also expressed that the Village is interested in contracting with an emergency maintenance firm rather than Town staff and providing their own routine maintenance, but the Village is not currently able to do so due to lack of funds which is why an additional fee is being proposed. Commissioner DiOrio asked if extending the agreement will allow the Village to being imposing the additional fee and Manager Perkins answered that he would have to follow up and it might require an amendment to the existing agreement in the meantime. Commissioner DiOrio

expressed support for a mutual agreement to extend the existing agreement and re-evaluating the draft agreement after water system management plan is approved. Manager Perkins will work with Town Attorney William Morgan on the extension and how to allow Chimney Rock to proceed with charging their customers with an additional fee. Mayor Pritchett expressed the importance of people knowing that the excess fee will be for the Village and not the Town because there had been discussions in the past against charging Chimney Rock customers any differently than Town customers. Commissioner Doster asked if the Town had an administrative fee and Manager Perkins that the \$15,000 specified in the agreement is a fee that the Town receives, but it is currently in debate because the amount does not include a formula and expressed that he would like to create a formula and spreadsheet including administrative fees, supplies, and possible others. Manager Perkins added that at the end of the year he recommends reviewing the actuals of the formula used and complete a 4th quarter reconciliation. Finance Director Ford asked about a rate code on the bill and Manager Perkins questioned if the Town could add narrative and Director Ford expressed that he believes that Black Mountain Software would allow a narrative to be added. Manager Perkins noted that if no progress is made by December, a long term agreement with the Village would not seem likely. Council discussed the term limits and Manager Perkins explained that the agreement would be locked in for first five years, but either party could opt out of the second five year's option with a 180 days' notice. There was consensus from Council to support an extension of the existing agreement.

VIII. REVIEW CAPITAL ORDINANCE FOR DRAIN VALVE INSTALLATION

Manager Perkins noted the Town will be receiving bids on March 28th and that Schnabel Engineering and Project Manager Dydula will review the bids and make a recommendation to Council regarding bid and contract approvals. Manager Perkins expanded that if a contract is approved, Council will need to adopt a capital project ordinance for the project based on the bid winner's bid. Manager Perkins expressed that best case scenario is that the Town award a bid, the drains arrive in May, and construction can start as soon as possible.

IX. DISCUSS PUBLIC WORKS BUILDING AND EQUIPMENT LAYDOWN AREA

Manager Perkins explained that the public works building and equipment laydown area had been an ongoing project and \$450,000 was budgeted for the project. Project Manager Dydula explained that when he spoke with Public Services Director Dean Lindsey, the building was priced at about \$400,000 and that there should be a laydown area. Project Manager Dydula noted that if you consider the building and the laydown area to be one project, the total estimated will exceed \$500,000 and formal bidding requirements would need to be addressed. Project Manager Dydula detailed that the original agreement had been terminated and that moving forward, the laydown area is the most pressing aspect of the project because it will be used for major infrastructure projects. Project Manager Dydula estimated that the site plans and cost of laydown area would likely be about \$250,000. Commissioner DiOrio asked why we have to combine the building and the laydown area into one project and Project Manager Dydula explained that they are both on the same site and the general assembly frowns upon separating projects located on the same site. Manager Perkins summarized that staff's proposal is to first complete the laydown area and then complete building in the future. Commissioner Doster asked if the Town funds the laydown area

with no building and then funds the building separately in the future, would it still be a considered the same project. Project Manager Dydula noted that the laydown area is necessary because the building cannot be on an empty site and estimated \$100,000 just for site plan including solid waste, water, and any other utilities. Manager Perkins asked if Council wants a habitable space and the consensus was that Council would like a habitable space. Commissioner DiOrio noted that the originally discussed primary use of the building was for storage with the temporary laydown area to support projects moving forward. Commissioner DiOrio expressed uncertainty regarding the change to incorporating the temporary laydown area into the building project and Project Manager Dydula stated that there is no “temporary” in building code. Commissioner DiOrio expressed concern with expense of gravel for the laydown area.

Commissioner DiOrio noted that another factor for the past decision was to remove the existing public works storage area from behind the Arcade Building. Commissioner Doster noted that the bridge in front of the dam may impact site, as well. Manager Perkins detailed that he had entered into a contract with an appraiser to determine the rent rate study for ABC Store and a value for current Public Works site, which will be completed in about 5 to 6 weeks. Manager Perkins noted that the pool creek well is located on current the Public Works site and that will factor into the property disposal decision. Manager Perkins noted that another proposal is to work with the North Carolina Department of Transportation (DOT) to determine replacement bridge placement, which could impact Town’s space needs. Manager Perkins expressed that it might be beneficial to holistically look and review at all factors and properties. Commissioner DiOrio noted that DOT might even provide the Town with a laydown area in lieu of using our properties, but expressed that the Town needs a laydown area sooner rather than later. Commissioner DiOrio asked if the existing Public Works facility were to be reconfigured behind arcade, if it would be adequate to remain for a little longer than anticipated and Manager Perkins expressed yes. Manager Perkins noted that he agrees that the current Public Works facility needs to be relocated, but other factors need to be considered before making the move.

Commissioner Doster asked about the gravel that was already laid on the driving range and asked about a grading permit and Project Manager Dydula explained that the state is requiring a grading permit. Project Manager Dydula noted that laydown area needs to be as close to project sites as possible. Project Manager Dydula also noted that he would like to talk to a number of small firms regarding a civil engineering report for laydown area which would cost about \$1,000 to \$5,000. It was reiterated that the most pressing matter is the laydown area, especially with upcoming valve installation project. Director Lindsey Dean noted that the existing Public Works area and the treatment plant would be laydown site for valve installation, if the new laydown area was not available in time. Project Manager Dydula recommended making preparations for the laydown area and begin construction as soon as possible. Manager Perkins noted that the Town should look at the entire site with consideration for the building and building location. Commissioner DiOrio asked if the assessment mentioned by Project Manager Dydula would include review of utilities and Project Manager Dydula answered no and that it would be solely for evaluating the site. It was noted that funds to begin the project are already available. Director Lindsey suggested that American Rescue Plan Act funds may be utilized. Commissioner DiOrio noted the dam fund could be applicable, as well. There was Council consensus to proceed with preparations for the laydown area. Manager Perkins noted that the project will require capital ordinance. Project Manager Dydula suggested paying for laydown area with dam funds. Manager

Perkins reiterated need to keep good record of all funds used and others agreed. It was reiterated that dam fund should be used to fund laydown area and there was further consensus to begin preparations for the laydown area.

X. HUMAN RESOURCES / CUSTOMER SERVICES SPECIALIST JOB DESCRIPTION

Manager Perkins explained that Jennifer Duncan currently has two job description, and only one had been approved by Council. Manager Perkins noted that Mrs. Duncan has been working on crafting one description for both positions, but it is not yet completed and will come back to Council for review at a later date.

XI. REVIEW OLYMPIAD LURE OF THE LAKE SWIM EVENT REQUEST FOR WAIVERS

Communications Director Laura Krejci explained the event and their request for waivers. Director Krejci noted that the event will be hosted on the beach and that the event committee has coordinated with Lake Lure Tours. It was noted that attendees will likely gather around 6:00 a.m., the event will begin at 8:00 a.m., and the event should be done by 10:00 a.m. Director Krejci expressed that the waiver request is for the noise ordinance because microphones will be used. Director Krejci noted the Town events team had discussed the event. There was Council consensus of support and no concerns were expressed.

Manager Perkins noted he will be looking into possible alternative ways to handle waivers in the future.

XII. TOWN EMAIL DISCUSSION

Manager Perkins explained that there had been a recent request for personal and Town texts and emails regarding specific items, which is a good example of why it is important to use Town emails for Town matters rather than personal. It was noted that private emails could be subject to legal matters. Manager Perkins noted that he had experienced an issue in the past with a different municipality using personal email addresses. It was also noted that using Town email makes it easier to compile information for records requests and credentials for the Town accounts already exist. Manager Perkins suggested moving away from private emails and using Town emails when discussing any Town related issues. Council noted that there were technological issues with their Town email addresses in the past. Commissioner Doster expressed support for the use Town email. Council discussed how personal emails in connection with Town operations are public record. Commissioner Doster noted that business cards will need to be changed. It was determined that the Town Clerk will work with Advanced Data Network Solutions to access Town email addresses for Commissioners.

XIII. PROJECT UPDATES

Mayor Pritchett expressed that the Town needs to be crafted messages for the public regarding various projects, so all information is accurate and available. Manager Perkins noted that the project manager reports will be a monthly item at work sessions moving forward.

Project Manager Dydula provided Council with the following project update report (in italics) and reviewed it:

Project Manager Progress Report 03-20-23:

1) Dam: Working on getting funding for survey & geotech work. This will allow Schnabel to start the 30% design documents

2) Sunset Cove Sanitary Sewer: Ruby Collins is working on 9th Boring this week. Will try to get 10th boring next week if site constraints allow. All stakeholders had meeting 2 weeks ago and we are expecting a GMP proposal from Ruby Collins in Early March. We are currently working on exact dates for next year's draw down.

Council discussed that the next drawdown schedule will need to be discussed soon. It was noted that Ruby Collins is estimating that the next drawdown should be for five month unless otherwise determined. Council and staff discussed that a five month drawdown should likely begin in November and end in March.

3) Deep Water Access: Awaiting response from Engineer of record Kim Warner to make site visit and address Tim Edwards's retaining wall questions. Still waiting for a signed contract from Chris Tott who will be the General Contractor on the project.

4) Reservoir Drain (Dam Valves): Bid Opening has been extended to 3/28 to allow Contractors more time address addendums and additional questions. Schnabel has given us their proposal for \$467,785.96 for CA services for the project. We are in the process of retaining a Real Estate lawyer for use of land on the downstream side of dam not owned by the Town.

5) HDD Subaqueous Sewer: Bid opening has been extended to 4/18 to allow contractors more time to review. We technically do not have a formal engineers estimate.

Commissioner Doster asked Project Manager Dydula his opinion regarding HDD contractor bids and Project Manager Dydula answered that is money sensitive and that he is working with Brian Houston and having complex discussions with him. Project Manager Dydula expanded that in terms of bids, there are interested groups. Project Manager Dydula shared that he had asked Mr. Houston about a hydraulic analysis and it is currently unknown. Project Manager Dydula expressed that he is excited about the project.

6) Dredging: Still have not retained a design firm at this time. Will be working on a RFQ soon. Tim Edwards has been making progress at the eastern end of the channel where it flows into the opening of the lake.

7) WWTP: Will be retaining a real estate lawyer soon to help with a realtor firm in looking at potential sites for the new WWTP.

8) *New Public Works Relocation/Site: Terminated agreement with Willis General Contracting for the pre-engineered building. Project was not bid per NC statues for a "formal" project. Scope will be reduced to just a laydown yard for Dam projects moving forward. Will be sending out an RFQ for engineering services to develop and build the site.*

9) *AIA Grant – Sewer: Progress is ongoing.*

10) *AIA Grant – Water: Labella is still working on this.*

11) *AIA Grants– Storm: I will be trying to work with Labella on this in the near future.*

12) *Underground Storage Tanks: No change since last meeting. Hope to start in the next week.*

13) *Firefly Cove Water Wells: Labella is still working with Public Works. They are around 85% complete.*

Commissioner DiOrio asked when we are completing this the Firefly Cove water wells project. Public Services Director Dean Lindsey estimated completion being eight weeks from now because installation will begin next week. Commissioner DiOrio asked about the water system management plan. Director Lindsey explained that he had spoken with the North Carolina Department of Environmental Quality (DEQ) and the current plan is not accurate, but accurate plan will soon be submitted. Director Lindsey explained that right now the Firefly Cove water project is the addition of a well, but by the time the plan is submitted the eight week window will include setting meters and power, but until then the Town is only moving forward with the well. It was noted that even if the well were to be completed, the Town could not certify the system until the water system management plan is completed and approved, so the two are being done in conjunction with one another. Commissioner DiOrio noted the management plan will determine if the Town needs the Chimney Rock Village water system for redundancy, so it is crucial. Commissioner DiOrio asked when the plan should be submitted and Director Lindsey explained that DEQ is requiring the submittal of organizational descriptions and financial information. Manager Perkins asked about the turnaround time for the plan approval after it is submitted and Director Lindsey expressed that it should be approved fairly quickly. Director Lindsey reiterated that he believes the Firefly Cove water well will be completed in six to eight weeks and expressed that he will determine an estimated date for submitting the master plan.

14) *Chimney Rock Water/Sewer Agreement: Refer to Town Managers comments.*

15) *Chimney Rock/Lake Lure River Walk/ Streetscape: Had initial meeting with key stakeholders recently and will be getting more involved soon. (No change since last meeting).*

16) *RAISE Grant – NCDOT: Will be working with Town Manager on this. Have upcoming meetings planned with Design firm.*

New:

Luremont Bridge: *Helping Parks and Rec to get an agreement for design services.*

Commissioner DiOrio suggested consideration for establishing cross connector for the water system at the same location as the bridge and Director Lindsey noted that there is already a cross connector at that location.

177 Tryon Bay Circle: Working on getting a structural engineer under contract to provide scope documents and demo plans to put out for bid.

Council discussed legalities regarding 177 Tryon Bay Circle. Manager Perkins noted that it will be a two part process with the removal of the structure and assessment of the environmental impact occurring first and the determination regarding what will be needed to remove the slope and foundation of the house will occur second.

NCDOT – New Bridge: Will be having several meeting with stakeholders on new bridge and dam location and scope of work.

Knight Strategies Financial Audit: Working with finance director on projects/documents/finances for Morse Park and Dredging activities.

Mayor Pritchett asked about the HDD project easements. Town Attorney William Morgan answered that the easements are prepared, but have not been sent to anyone. Council and staff discussed options regarding how easements will be delivered and addressed with property owners.

XIV. TOWN MANAGER UPDATES

Manager Perkins invited Council to ask any questions that had not yet been addressed.

Commissioner Bryant asked for an update on the cell tower. Director Krejci noted various town staff held a meeting last week with AT&T's contractor and the State Historic Preservation Office (SHPO) and a statement of work has been forwarded and agreed upon which provides the history of the bridge. Director Krejci also noted that the SHPO representative said that they give permission for the Town to move forward as long as scope of work is completed within 6 months. It was determined that the project making progress. Director Krejci mentioned that aside from AT&T, Verizon has expressed interest and there will also be room for additional carriers.

Mayor Pritchett explained that in the future, an item will be included on each work session agenda for town manager updates. Mayor Pritchett suggested that any questions that Council members might have should submitted to the Town Clerk prior to the meeting.

Commissioner Doster asked why land appraisals for Town sites would take weeks to complete. Manager Perkins explained that he had gotten the appraisal contract signed two weeks ago and the contractor provided him with an estimated timeline.

Commissioner Doster asked about Town Hall security locks. Manager Perkins noted that the security keypad locks should be funded in the next budget.

Commissioner Doster asked for an update on electronic water meters. Director Lindsey explained that the electronic meters are ready and training will be held tomorrow. Director Lindsey mentioned that that some meters will still be read manually, such as meters located in Chimney Rock Village.

Manager Perkins announced that the individual who had cleaning Town Hall had recently passed away and that the Town is going to begin looking for a new cleaner. Manager Perkins noted that the contract will include cleaning after events, which is a good example of how the security keypads will be beneficial for everyone who accesses Town Hall.

Manager Perkins announced that Dam Safety offices will hold their annual meeting in Lake Lure.

Director Lindsey noted that the Town is going to submit a request to DEQ to empty the basin for the Wastewater Treatment Plant (WWTP) to prepare for sludge management with a belt press.

XV. LAKE DRAWDOWN SCHEDULE UPDATE

The drawdown was discussed under project updates.

Commissioner DiOrio asked if the Town is on schedule to being raising the lake on April 1st and it was answered yes.

XVI. FIREWORK DISCUSSION

Manager Perkins described that there had been feedback regarding the decision to forgo 4th of July fireworks event after the Chamber had asked the Town to take over the event and the Town opted to abstain from holding the event.

Manager Perkins explained that new information had emerged that Lake Lure Tours requested to hold a fireworks display on July 1st on the beach via an admission rate of \$20 which would include beach access and a meal. Manager Perkins noted that Lake Lure Tours would pay for the display and that they display would take place be the dock close to existing ABC Store. It was mentioned that Fire Chief Dustin Waycaster had been made aware of the request, but it is uncertain whether or not Police Chief Sean Humphries is aware or not. Manager Perkins detailed that the Town would receive 15% of gate concessions. Manager Perkins concluded that Lake Lure Tours is requesting the Town's permission to hold the event, but it also requesting that the Town contribute through the assistance of Town staff, public safety, and possibly equipment. It was noted that the only dilemma is that in the past, the Town had only contributed staff aid to non-profit organizations, but Attorney Morgan confirmed that there are no legal issues with granting the request for staff assistance.

Commissioner Doster asked if Chief Waycaster was in favor of the plan and Chief answered that he had reviewed the plan and had set necessary restrictions. Chief Waycaster expressed that his concern is overcrowding and straining public safety, specifically foot traffic on the board walk and vehicle traffic on Memorial highway.

Mayor asked if public safety would need to be there prior to event and Chief Waycaster answered that Fire/Emergency Services would have to be on site the entire time.

Commissioner DiOrio expressed concern that there might be misconceptions that it is a Town event. Commissioner DiOrio also expressed concern regarding boat traffic created by an abundance of boats trying to enter the Marina. Chief Waycaster noted that the Town would have to secure the Marina.

Manager Perkins asked Chief Waycaster if the Town provides public safety services for the Rumbling Bald fireworks event and Chief Waycaster said yes, but noted that Rumbling Bald does not pay for the services. Commissioner DiOrio noted that even though the Town would be providing services, Lake Lure Tours would be giving the Town a portion of the revenues.

Project Manager Dydula asked if a permit would be needed from DEQ since it would be a water based show and it was answered no because Town owns the lake.

Mayor Pritchett expressed that she thinks that the community would appreciate the event and that it seems that it may be more of a resident friendly event. Mayor Pritchett discussed that it will be a smaller event than those that occurred in the past.

Commissioner DiOrio expressed that the Town should not advertise the event, since it is not Town sponsored. Mayor Pritchett responded that the Town should not advertise for the Rumbling Bald event either, if the Lake Lure Tours event is not advertised. Council discussed informing the community that the event will not be sponsored by the Town or the Chamber. Mayor Pritchett noted that Director Krejci has included the Rumbling Bald event in previous responses to questions about fireworks, so she should now add the Lake Lure Tours event in her responses. Manager Perkins recommended ensuring that it is clear that both are private events.

Manager Perkins stated that he had spoken with Lake Lure Tours about getting insurance for the event and Lake Lure Tours has agreed to get insurance and will include the Town.

It was noted that no special event permit will be needed because it is included in the concession agreement.

There was consensus from Council to support staff discussions with Lake Lure Tours regarding the proposed fireworks event.

XVII. LAKE LURE TOURS MOBILE FOOD VENDOR REQUEST

Manager Perkins explained that Lake Lure Tours had submitted a request to utilize a mobile food vendor (food truck) in lieu of providing traditional concessions at the Marina. Manager Perkins pointed out that the request included Lake Lure Tours charging an upfront cost of \$3500 and the Town would receive 15%, which is comparable to the funds from regular concessions.

It was asked if it would be permanently placed there as long as the beach was open and it was answered yes.

Manager Perkins noted that Lake Lure Tours does not want to amend the concession agreement yet because they is unsure if this plan will be successful. Attorney Morgan suggested that the Town could amend the agreement to add that there is the option for one or the other, so either the concession or a mobile food vendor could be utilized.

Manager Perkins stated that Lake Lure Tours is aware of the requested mobile food vendors permits.

There was consensus of support from Council. Attorney Morgan agreed to draft language allowing both options in the concession agreement.

XVIII. ABC STORE MOVE

Manager Perkins explained that there will be an appraisal completed to determine a fair market rent rate for the current ABC Store location. It was noted that the new ABC Store location was approved by the state and the lease was signed and is effective on April 15th. It was also noted that the landlord will begin making improvements, but the store cannot move in before April 15th. Commissioner Doster expressed that the ABC Board had set a goal to open the new store by May 15th. Council discussed the current building and security. Manager Perkins suggested the possibility of leaving the existing monitoring system as is until security is addressed for other buildings as well. It was also noted that the utilities for the existing store building are already in Town's name.

XIX. SCHNABEL WORK ORDER NO. 7A

Manager Perkins asked for Council input regarding the proposal and price and it was noted that this was discussed under project updates. Council expressed no concerns in regard to Work Order No. 7A.

XX. ADJOURNMENT

Commissioner Bryant made a motion to adjourn. Commissioner DiOrio seconded and all voted in favor. The meeting was adjourned at 11:35 a.m.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

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

Meeting Date: April 11, 2023

SUBJECT: Resolution No. 23-04-11 Amending the Lake Lure Tours Concession Agreement

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Resolution No. 23-04-11 amends the Lake Lure Tours concession agreement for the purpose of providing Lake Lure Tours with the ability to choose between operating their existing concession stand or contracting with a permitted mobile food vendor.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-04-11 Amending the Lake Lure Tours Concession Agreement.

ATTACHMENTS:

Resolution No. 23-04-11 Amending the Lake Lure Tours Concession Agreement; Concession Agreement Addendum; Request from Lake Lure Tours

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption of Resolution No. 23-04-11 Amending the Lake Lure Tours Concession Agreement

Hank Perkins

From: George <george@lakelure.com>
Sent: Tuesday, March 21, 2023 4:20 PM
To: Hank Perkins
Subject: Food Truck concessions for Lake Lure Beach, Summer of 2023

Hank:

Per our conversation and Pool Creek Beachouse tour today, see bullet point specifics of Lake Lure Tours, Inc (LLT) request for approval of providing a reasonably-priced, quality foods food truck, throughout-the-season opened for business at the beach, on a trial basis for the 2023 beach operating season (Memorial Day through Labor Day).

Current beach concession stand cannot achieve Rutherford County Health Dept approval as a food preparation location. Historically, the beach concession stand has been occasionally and sporadically supplied with limited, pre-wrapped, prepared sandwiches for beach goers from the certified kitchen at the Lake Lure Inn. Otherwise, only packaged snacks and soft drinks have been available to beach patrons.

In order to provide quality Health Department and Town of Lake Lure permitted services, LLT respectfully request approval of LLT's contracting with a Health Dept approved and Town permitted food truck vendor for concessions provision at the beach, Summer, 2023.

Providing quality light meals (site prepared hamburgers, sandwiches, wraps, fresh hot dogs, French fries, funnel cakes, non-alcoholic beverages) is a needed amenity for the Lake Lure Beach. A Health Department licensed and a Town of Lake Lure permitted food truck can provide those beach amenities.

LLT proposes to contract with such a licensed and permitted food truck to provide reasonably-priced beach foods, with the food truck to be required to be open and operating a full menu throughout daily beach operating hours on EVERY DAY that the beach is open to the public from Memorial Day through Labor Day. LLT intends to charge the food truck operator \$3,500 for providing food and beverage services through the Summer beach season of 2023. The fee charged to the food truck operator by LLT would be included in revenue commission fees through LLT's Concession Agreement at the rate of 15% (same concession fee as sales through the beach concession stand).

Any contract with food truck vendor will include a menu and pricing of food truck's offerings – to ensure that the food truck maintains reasonably-priced fare to the beach patrons.

LLT will be responsible for providing electricity(220V) service from LLT meter to the food truck. Additionally, LLT will provide potable water to the food truck's tanks, as needed (estimated to be once weekly tank filling). Food truck will be responsible for off-site, legal disposal of grey waste water and spent cooking oils.

The food truck will be solely responsible for its own bookkeeping of sales. None of the food truck retail revenue will be shared with LLT or any other party.

If further detail needed, just say the word.

Thanks
George



RESOLUTION NO. 23-04-11

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AUTHORIZING ADDENDUM TO THE LAKE LURE TOURS CONCESSION
AGREEMENT**

WHEREAS, the Town and LLT entered into a “Concession Agreement for the Town of Lake Lure Beach, Marina and Tour Boats” (hereinafter the “concession agreement”) dated February 15, 2023; and

WHEREAS, the concession agreement contemplates, but does not require, the sale of concessions to the Beach’s patrons; and,

WHEREAS, LLT has proposed to arrange for a Food Truck to operate on the premises during the 2023 season based on the terms and conditions set forth in an email memorandum dated March 21, 2023 (attached hereto and incorporated herein by reference); and,

WHEREAS, the Town of Lake Lure finds the terms set out in the March 21, 2023, email memorandum to be acceptable;

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

SECTION ONE. The Town of Lake Lure authorizes Lake Lure Tours to arrange for the operation of a food truck to serve patrons of the Beach during the 2023 season, and any season thereafter that Lake Lure Tours chooses to do so during the term of the February 15, 2023, Concession Agreement.

SECTION TWO. Lake Lure Tours may contract with a Rutherford County Health Department approved and Town of Lake Lure permitted food truck for the provision of concessions and require the food truck operator to conduct its business substantially in compliance with the March 21, 2023, email memorandum attached hereto.

READ APPROVED AND ADOPTED this 11th day of April, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

NORTH CAROLINA
RUTHERFORD COUNTY

ADDENDUM TO CONCESSION AGREEMENT

This Addendum to the Concession Agreement entered this the 11th day of April 2023 by and between the Town of Lake Lure (hereinafter “the Town”) and Lake Lure Tours, Inc. (hereinafter “LLT”):

WHEREAS, the Town and LLT entered into a “Concession Agreement for the Town of Lake Lure Beach, Marina and Tour Boats” (hereinafter the “concession agreement”) dated February 15, 2023; and

WHEREAS, the concession agreement contemplates, but does not require, the sale of concessions to the Beach’s patrons; and,

WHEREAS, LLT has proposed to arrange for a Food Truck to operate on the premises during the 2023 season based on the terms and conditions set forth in an email memorandum dated March 21, 2023 (attached hereto and incorporated herein by reference); and,

WHEREAS, the Town of Lake Lure finds the terms set out in the March 21, 2023, email memorandum to be acceptable;

NOW, THEREFORE BE IT RESOLVED, in consideration of the Concession Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the Town and LLT agree as follows:

1. The Town of Lake Lure authorizes Lake Lure Tours to arrange for the operation of a food truck to serve patrons of the Beach during the 2023 season, and any season thereafter that Lake Lure Tours chooses to do so during the term of the February 15, 2023, Concession Agreement.
2. Lake Lure Tours may contract with a Rutherford County Health Department approved and Town of Lake Lure permitted food truck for the provision of concessions and require the food truck operator to conduct its business substantially in compliance with the March 21, 2023, email memorandum attached hereto.

Except as expressly amended herein, the Concession Agreement dated February 15, 2023, shall remain in full force and effect.

This the 11th day of April, 2023.

TOWN OF LAKE LURE:

LAKE LURE TOURS, LLC

Carol Pritchett, Mayor

George Whitmer

ATTEST:

Olivia Stewman, Town Clerk

Witness

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

Meeting Date: April 11, 2023

SUBJECT: Resolution No. 23-04-11E Authorizing Deep Pipe Crossing Easements and/or Temporary Construction Easements for the Horizontal Directional Drill Project

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number: C

Department: Administration

Contact: William Morgan, Town Attorney

Presenter: William Morgan, Town Attorney

BRIEF SUMMARY:

Resolution No. 23-04-11E authorizes deep pipe crossing easements and/or temporary construction easements associated with the Horizontal Directional Drill (HDD) Project that is necessary for sewer rehabilitation and replacement. The easements detailed in Resolution No. 23-04-11E are finished drafts, but are subject to change by the Town Attorney or Town Manager.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-04-11 Amending the Lake Lure Tours Concession Agreement.

ATTACHMENTS:

To adopt Resolution No. 23-04-11E Authorizing Deep Pipe Crossing Easements and/or Temporary Construction Easements for the Horizontal Directional Drill Project; Finished Draft Easements

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption of Resolution No. 23-04-11E Authorizing Deep Pipe Crossing Easements and/or Temporary Construction Easements for the Horizontal Directional Drill Project



RESOLUTION NO. 23-04-11E

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AUTHORIZING DEEP PIPE CROSSING EASEMENTS AND/OR TEMPORARY
CONSTRUCTION EASEMENTS FOR THE HORIZONTAL DIRECTIONAL DRILL
PROJECT**

WHEREAS, The Town of Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ future renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for “Deep Pipe Crossing Easements” from several property owners including Grantors;

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

SECTION ONE. The Town of Lake Lure authorizes deep pipe crossing easements and/or temporary construction easements between the Town of Lake Lure and the following property owners:

MELISSA D. CORNETT, AS TRUSTEE OF THE CHLOE CORNETT MOORE TRUST
119 Buffalo Shoals Road, Lake Lure, NC 28746 (Parcel Id. 230389)

WILLIAM C. DEVINEY AND WIFE, ANN J. DEVINEY
106 Rock Point Road, Lake Lure, NC 28746 (Parcel Id. 160686)

DANIEL REED MARGULIES AND JODY ELIZABETH MARGULIES, AS TRUSTEES OF THE DANIEL AND JODY MARGULIES TRUST, DATED DECEMBER 21, 2016 AND SHANU NIKHIL AND MARGARET F. KOTHARI, A MARRIED COUPLE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
227 Picnic Park Road, Lake Lure, NC 28746 (Parcel Id. 226033)

JOHN E. McKEE AND WIFE, BETSY McKEE
228 Picnic Park Road, Lake Lure, NC 28746 (Parcel # 232100)

WILLIAM G. MERRILL
505 Charlotte Drive, Lake Lure, NC 28746 (Parcel Id. 216707)

CONSTANCE H. WALDREP
241 Picnic Point Road, Lake Lure, NC 28746 (Parcel #231030)

SECTION TWO. The Town of Lake Lure and the parties specified above shall abide by any specifications within the authorized easements.

SECTION THREE. Any additional deep pipe crossing easements and/or temporary construction easements for the Horizontal Directional Drill Project are hereby authorized at the discretion of the Town Attorney and Town Manager.

READ APPROVED AND ADOPTED this 11th day of April, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

NORTH CAROLINA)
)
)
RUTHERFORD COUNTY)

DEEP PIPE CROSSING EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____ 2023, by and between MELISSA D. CORNETT, AS TRUSTEE OF THE CHLOE CORNETT MOORE TRUST, party of the first part, to the TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the second part (hereinafter referred to as “Grantee” or “the Town”);

WITNESSETH:

WHEREAS, Grantor is the owner of certain tracts of land known as 119 Buffalo Shoals Road, Lake Lure, NC 28746 (Parcel Id. 230389) lying and being in Rutherford County, North Carolina, as more particularly described in Deed Book 921 at Page 820, described hereinabove; and,

WHEREAS, Grantee, the Town of Lake Lure, is a North Carolina municipal corporation organized and existing pursuant to the laws of North Carolina, 160A-1, et. seq., that operates a public sewer utility; and,

WHEREAS, Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and,

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ future renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for “Deep Pipe Crossing Easements” from several property owners including Grantor (parcel # 230389);

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does bargain, sell, and convey unto the Town, its successors, and assigns, an approximately ten foot wide (10’) permanent Deep Pipe Crossing Easement under the property identified as tax parcel 230389 and more particularly described follows:

Commencing at a concrete monument with a brass disk found, having North Carolina State Plane Coordinates N: 624,244.58’, and E: 1,050,829.06’ (NAD 83/2011), thence as a tie line north 10 degrees 45 minutes 13 seconds east 123.44 feet to a computed point, said computed point being in the western line of the Melissa D. Cornett, Trustee property at the 995-foot contour line, said computed point also being the Point of Beginning; thence from said point of beginning and with the 995-foot contour line the following two (2) calls: (1) north 62 degrees 18 minutes 58 seconds west 4.81 feet to a computed point, and (2) north 52 degrees 45 minutes 58 seconds west 5.64 feet to a computed point, said computed point being at the 995-foot contour line in the Melissa D. Cornett, Trustee property; thence as a new line in the Melissa D. Cornett, Trustee property north 48 degrees 58 minutes 24 seconds east 115.92 feet to a computed point, said computed point being in the northern line of the Melissa D. Cornett, Trustee property at the 995-foot contour line; thence with the 995-foot contour line the following two (2) calls: (1) north 84 degrees 31 minutes 22 seconds east 2.82 feet to a computed point, and (2) south 77 degrees 15 minutes 33 seconds east 10.37 feet to a computed point, said computed point being at the 995-foot contour line; thence as a new line in the Melissa D. Cornett, Trustee property south 48 degrees 58 minutes 24 seconds east 121.45 feet to the Point of Beginning and containing 1,194 square feet (0.027 acres).

Also conveyed is a temporary easement to briefly lay a metal wire across the surface of the easement that is used to guide the Horizontal Directional Drill. .

Grantor covenants that she is seized of the aforesaid premises in fee and has the right to convey the easements hereby granted; that the same is free from encumbrances; and that Grantor will warrant and defend said title to said easement against the claims of all persons whatsoever.

Grantor may use the easement premises in any manner which will not damage, impair, prevent, or interfere with the utility improvements or the Grantee’s exercise of the rights granted hereunder. Grantor agrees to contact Grantee prior to any substantial digging, drilling or excavation activities. Constructing a building or other development on the surface of the lot will not be prohibited due to the Deep Pipe Crossing Easement.

It is agreed that this grant covers all the agreements between the parties concerning the Deep Pipe Crossing Easement herein described and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his, her, their or its hand and seal.

_____ (seal)
Melissa D. Cornett, Trustee of the Chloe Cornett Moore Trust

STATE OF _____
_____ COUNTY

I, _____, Notary Public, do hereby certify that Melissa D. Cornett personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

SO AGREED:

Carol C. Pritchett, Mayor

Town Seal

ATTEST: _____
Olivia Stewman, Town Clerk

NORTH CAROLINA
RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

(SEAL)
Notary Public

Print Name of Notary

My Commission Expires: _____

NORTH CAROLINA)
)
)
RUTHERFORD COUNTY)

DEEP PIPE CROSSING EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____ 2023, by and between WILLIAM C. DEVINEY AND WIFE, ANN J. DEVINEY, parties of the first part, to the TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the second part (hereinafter referred to as “Grantee” or “the Town”);

WITNESSETH:

WHEREAS, Grantor is the owner of certain tracts of land known as 106 Rock Point Road, Lake Lure, NC 28746 (Parcel Id. 1606860 lying and being in Rutherford County, North Carolina, as more particularly described in Deed Book 521 at Page 719, described hereinabove; and,

WHEREAS, Grantee, the Town of Lake Lure, is a North Carolina municipal corporation organized and existing pursuant to the laws of North Carolina, 160A-1, et. seq., that operates a public sewer utility; and,

WHEREAS, Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and,

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ future renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during

drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for "Deep Pipe Crossing Easements" from several property owners including Grantor's property (parcel # 1606860);

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does bargain, sell, and convey unto the Town, its successors, and assigns, an approximately ten foot wide (10') permanent Deep Pipe Crossing Easement under the property identified as tax parcel 1606860 and more particularly described as follows:

Commencing at a 1 1/2-inch iron pipe found, having North Carolina State Plane Coordinates N: 624,870.17', and E: 1,049,748.72' (NAD 83/2011), thence as a tie line north 48 degrees 13 minutes 48 seconds west 4.30 feet to a computed point, said computed point being in the western line of the William C. Deviney, and wife, Ann J. Deviney property, said computed point also being the Point of Beginning; thence from said point of beginning with the western line of the Deviney property north 48 degrees 13 minutes 48 seconds west 16.14 feet to a computed point, said computed point being in the western line of the William C. Deviney, and wife, Ann J. Deviney property; thence as a new line in the William C. Deviney, and wife, Ann J. Deviney property south 86 degrees 30 minutes 38 seconds east 107.93 feet to a computed point in the eastern line of the William C. Deviney, and wife, Ann J. Deviney property at the 995-foot contour; thence along the eastern line of the William C. Deviney, and wife, Ann J. Deviney property and along the 995-foot contour the following four (4) calls: (1) south 09 degrees 00 minutes 38 seconds west 0.30 feet to a computed point, (2) south 33 degrees 11 minutes 51 seconds west 4.35 feet to a computed point, (3) south 43 degrees 41 minutes 24 seconds west 5.59 feet to a computed point, and (4) south 06 degrees 04 minutes 43 seconds west 1.65 feet to a computed point in the eastern line of the William C. Deviney, and wife, Ann J. Deviney property at the 995-foot contour; thence as a new line in the William C. Deviney, and wife, Ann J. Deviney property north 86 degrees 30 minutes 38 seconds west 89.39 feet to the Point of Beginning and containing 985 square feet (0.023 acres).

Also conveyed is a temporary easement to briefly lay a metal wire across the surface of the easement that is used to guide the Horizontal Directional Drill.

Grantors covenant that they are seized of the aforesaid premises in fee and have the right to convey the easements hereby granted; that the same is free from encumbrances; and that Grantors will warrant and defend said title to said easement against the claims of all persons whatsoever.

Grantor may use the easement premises in any manner which will not damage, impair, prevent or interfere with the utility improvements or the Grantee's exercise of the rights granted hereunder. Grantor agrees to contact Grantee prior to any substantial digging, drilling or excavation activities.

It is agreed that this grant covers all the agreements between the parties concerning the Deep Pipe Crossing Easement herein described and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his, her, their or its hand and seal.

_____ (seal)
William C. Deviney

_____ (seal)
Ann J. Deviney

STATE OF _____

_____ COUNTY

I, _____, Notary Public, do hereby certify that William C. Deviney and Ann J. Deviney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

SO AGREED:

Carol C. Pritchett, Mayor

Town Seal

ATTEST: _____
Olivia Stewman, Town Clerk

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

_____(SEAL)
Notary Public

Print Name of Notary

My Commission Expires: _____

NORTH CAROLINA)
)
)
RUTHERFORD COUNTY)

DEEP PIPE CROSSING EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____ 2023, by and between DANIEL REED MARGULIES AND JODY ELIZABETH MARGULIES, AS TRUSTEES OF THE DANIEL AND JODY MARGULIES TRUST, DATED DECEMBER 21, 2016 AND SHANU NIKHIL AND MARGARET F. KOTHARI, A MARRIED COUPLE AS JOINT TENANTS WITH RIGHT OF SURVIVIORSHIP, parties of the first part, to the TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the second part (hereinafter referred to as “Grantee” or “the Town”);

WITNESSETH:

WHEREAS, Grantor is the owner of certain tracts of land known as 227 Picnic Park Road, Lake Lure, NC 28746 (Parcel Id. 226033) lying and being in Rutherford County, North Carolina, as more particularly described in Deed Book 2046 at Page 2384, described hereinabove; and,

WHEREAS, Grantee, the Town of Lake Lure, is a North Carolina municipal corporation organized and existing pursuant to the laws of North Carolina, 160A-1, et. seq., that operates a public sewer utility; and,

WHEREAS, Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and,

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ future renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for “Deep Pipe Crossing Easements” from several property owners including Grantors;

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does bargain, sell, and convey unto the Town, its successors, and assigns, an approximately ten foot wide (10’) permanent Deep Pipe Crossing Easement under the property identified as tax parcel 226033 and more particularly described follows:

Commencing at a 5/8-inch rebar found, having North Carolina State Plane Coordinates N: 624,852.82’, and E: 1,049,646.65’ (NAD 83/2011), thence as a tie line north 06 degrees 28 minutes 37 seconds east 26.23 feet to a computed point, said computed point being in the eastern line of the Daniel Reed Magulies et al. property, said computed point also being the Point of Beginning; thence from said point of beginning as a new line in the Daniel Reed Magulies et al. property north 86 degrees 30 minutes 38 seconds west 215.22 feet to a computed point, said computed point being in the northern line of the Daniel Reed Magulies et al. property; thence with the northern line of the Daniel Reed Magulies et al. property north 79 degrees 04 minutes 06 seconds east 40.15 feet to a computed point; thence as a new line in the Daniel Reed Magulies et al. property south 86 degrees 30 minutes 38 seconds east 176.85 feet to a computed point in the eastern line of the Daniel Reed Magulies et al. property; thence along the eastern line of the Daniel Reed Magulies et al. property south 06 degrees 28 minutes 37 seconds west 10.01 feet to the Point of Beginning and containing 1,960 square feet (0.045 acres).

Also conveyed is a temporary easement to briefly lay a metal wire across the surface of the easement that is used to guide the Horizontal Directional Drill.

Grantors covenant that they are seized of the aforesaid premises in fee and have the right to convey the easements hereby granted; that the same is free from encumbrances; and that Grantors will warrant and defend said title to said easement against the claims of all persons whatsoever.

Grantor may use the easement premises in any manner which will not damage, impair, prevent, or interfere with the utility improvements or the Grantee’s exercise of the rights granted hereunder. Grantor agrees to contact Grantee prior to any substantial digging, drilling, or excavation activities.

It is agreed that this grant covers all the agreements between the parties concerning the Deep Pipe Crossing Easement herein described and no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his, her, their or its hand and seal.

_____ (seal)
Daniel Reed Margulies, Trustee of the Daniel and Jody Margulies Trust dated December 21, 2016

_____ (seal)
Jody Elizabeth Margulies, Trustee of the Daniel and Jody Margulies Trust dated December 21, 2016

_____ (seal)
Shanu Nikhil

_____ (seal)
Margaret F. Kothari

STATE OF _____

_____ COUNTY

I, _____, Notary Public, do hereby certify that Daniel Reed Margulies and Jody Elizabeth Margulies, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

STATE OF _____

_____ COUNTY

I, _____, Notary Public, do hereby certify that Shanu Nikhil and Margaret F. Kothari, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20__.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

Carol C. Pritchett, Mayor

Town Seal

ATTEST: _____
Olivia Stewman, Town Clerk

NORTH CAROLINA
RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the _____ day of _____ 2023.

(SEAL)
Notary Public

Print Name of Notary

My Commission Expires: _____

NORTH CAROLINA)
)
)
RUTHERFORD COUNTY)

DEEP PIPE CROSSING EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____ 2023, by and between JOHN E. McKEE AND WIFE, BETSY McKEE parties of the first part, to the TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the second part (hereinafter referred to as “Grantee” or “the Town”);

WITNESSETH:

WHEREAS, Grantor is the owner of certain tracts of land known as 228 Picnic Park Road, Lake Lure, NC 28746 (Parcel # 232100) lying and being in Rutherford County, North Carolina, as more particularly described in Deed Book 563 at Page 229, described hereinabove; and,

WHEREAS, Grantee, the Town of Lake Lure, is a North Carolina municipal corporation organized and existing pursuant to the laws of North Carolina, 160A-1, et. seq., that operates a public sewer utility; and,

WHEREAS, Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and,

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ future renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during

drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for "Deep Pipe Crossing Easements" from several property owners including Grantor's property (parcel # 232100);

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does bargain, sell, and convey unto the Town, its successors, and assigns, an approximately ten foot wide (10') permanent Deep Pipe Crossing Easement under the property identified as tax parcel 232100 and more particularly described follows:

Commencing at a 1/2-inch rebar found, having North Carolina State Plane Coordinates N: 624,870.53', and E: 1,049,671.74' (NAD 83/2011), thence as a tie line north 19 degrees 20 minutes 53 seconds east 7.26 feet to a computed point, said computed point being in the western line of the John E. McKee, and wife, Betsy McKee property, said computed point also being the Point of Beginning; thence from said point of beginning with the western line of the McKee property north 19 degrees 20 minutes 53 seconds east 10.40 feet to a computed point, said computed point being in the western line of the John E. McKee, and wife, Betsy McKee property; thence as a new line in the John E. McKee, and wife, Betsy McKee property south 86 degrees 30 minutes 38 seconds east 55.99 feet to a computed point in the eastern line of the John E. McKee, and wife, Betsy McKee property; thence along the eastern line of the John E. McKee, and wife, Betsy McKee property south 48 degrees 13 minutes 48 seconds east 16.14 feet to a computed point in the eastern line of the John E. McKee, and wife, Betsy McKee property; thence as a new line in the John E. McKee, and wife, Betsy McKee property north 86 degrees 30 minutes 38 seconds west 71.50 feet to the Point of Beginning and containing 638 square feet (0.015 acres).

Also conveyed is a temporary easement to briefly lay a metal wire across the surface of the easement that is used to guide the Horizontal Directional Drill.

Grantors covenant that they are seized of the aforesaid premises in fee and have the right to convey the easements hereby granted; that the same is free from encumbrances; and that Grantors will warrant and defend said title to said easement against the claims of all persons whatsoever.

Grantors may use the easement premises in any manner which will not damage, impair, prevent or interfere with the utility improvements or the Grantee's exercise of the rights granted hereunder. Grantors agree to contact Grantee prior to any substantial digging, drilling or excavation activities.

It is agreed that this grant covers all the agreements between the parties concerning the Deep Pipe Crossing Easement herein described and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his, her, their or its hand and seal.

_____ (seal)

John E. McKee

_____ (seal)

Betsy McKee

STATE OF _____

_____ COUNTY

I, _____, Notary Public, do hereby certify that John E. McKee and Betsy McKee, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

SO AGREED:

Carol C. Pritchett, Mayor

Town Seal

ATTEST: _____
Olivia Stewman, Town Clerk

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

_____(SEAL)
Notary Public

Print Name of Notary

My Commission Expires: _____

NORTH CAROLINA)
)
)
RUTHERFORD COUNTY) TEMPORARY CONSTRUCTION AND
) DEEP PIPE CROSSING EASEMENT

THIS GRANT OF EASEMENT, made this ___ day of _____ 2023, by and between WILLIAM G. MERRILL, Successor Trustee for the Thelma M. Strangward Irrevocable Trust (hereinafter “Grantor”), party of the first part, to the TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the second part (hereinafter referred to as “Grantee” or “the Town”);

WITNESSETH:

WHEREAS, Grantor is the owner of certain tracts of land known as 505 Charlotte Drive, Lake Lure, NC 28746 (Parcel Id. 216707) and 0 Charlotte Drive, Lake Lure, NC (Parcel Id. 216706) lying and being in Rutherford County, North Carolina, as more particularly described in Deed Book 576 at Page 484, described hereinabove; and,

WHEREAS, Grantee, the Town of Lake Lure, is a North Carolina municipal corporation organized and existing pursuant to the laws of North Carolina, 160A-1, et. seq., that operates a public sewer utility; and,

WHEREAS, Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and,

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for “Deep Pipe Crossing Easements” from several property owners including Grantor’s property (parcel # 216707); and,

WHEREAS, Grantor’s property (parcel #216706) has been identified as an ideal location for temporary access to get the HDD rig and other equipment down to and out of the backshore area near the Yacht Island bridge and providing access under the same;

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor by these presents does bargain, sell, and convey unto the Town, its successors and assigns, a temporary construction easement on and across the property identified as tax parcel 216706 and more particularly described as lot 2 in that Deed recorded at Book 576, Page 404, Rutherford County Registry, in its entirety (.26 acres). The term of this Agreement shall begin upon the date of mutual execution hereof and shall extend until the portions of the project for which the temporary construction easement is meant to facilitate have been completed. Grantee shall notify Grantor prior to beginning use of the temporary construction easement and use thereof will proceed as expeditiously as practicable.
2. Said temporary construction easement shall include, but not be limited to, the free and full right of ingress and egress over and across said easement for the purpose of staging the construction of the Grantee’s utility improvements project, including the right to store equipment, tools, vehicles and supplies and other items necessary to complete construction of the public utility improvements.
3. The Grantee’s contractor may clear any portion of the lot necessary for conducting the work. Upon substantial completion, Grantee shall cause all disturbed areas to be returned as close as possible to their original grades and will seed and stabilize the same.
4. Grantor does further bargain, sell, and convey unto the Town, its successors, and assigns, a ten foot wide (10’) permanent Deep Pipe Crossing Easement under the property identified as tax parcel 216707 and more particularly described as lot 1 in that Deed recorded at Book 576, Page 404, Rutherford County Registry, said easement more particularly described as follows:

Commencing at a 1-inch iron pipe found, having North Carolina State Plane Coordinates N: 626,070.77’, and E: 1,049,134.12’ (NAD 83/2011), thence as a tie line north 21 degrees 14 minutes 33 seconds east 109.91 feet to a computed point, said computed point being the Point of Beginning; thence from said point of beginning and as a new line in the Lucinda G. Merrill (Trustee) property north 78 degrees 39 minutes 53 seconds west 148.95 feet to a computed point in the northern line of the Lucinda G. Merrill (Trustee) property at the 992-foot contour; thence along the northern line of the Lucinda G. Merrill (Trustee) property and the 992-foot contour the following two (2) calls: (1) north 78 degrees 45 minutes 36 seconds east 14.78 feet to a computed point, and (2) north 85 degrees 52 minutes 08 seconds east 16.22 feet to a computed point in the northern line of the Lucinda G. Merrill (Trustee) property at the 992-

foot contour; thence leaving the northern line of the Lucinda G. Merrill (Trustee) property and as a new line in the Lucinda G. Merrill (Trustee) property south 78 degrees 39 minutes 53 seconds east 118.07 feet to a computed point in the eastern line of the Lucinda G. Merrill (Trustee) property; thence with the eastern line of the Lucinda G. Merrill (Trustee) property south 02 degrees 14 minutes 33 seconds west 10.13 feet to the Point of Beginning and containing 1,350 square feet (0.031 acres).

Also conveyed is a temporary easement to briefly lay a metal wire across the surface of the easement that is used to guide the Horizontal Directional Drill.

5. Grantor covenants that he is seized of the aforesaid premises (parcels #216706 and #216707) in fee and has the right to convey the easements hereby granted; that the same is free from encumbrances; and that Grantor will warrant and defend said title to said easements against the claims of all persons whatsoever.
6. Grantor may use the easement premises in any manner which will not damage, impair, prevent, or interfere with the utility improvements or the Grantee's exercise of the rights granted hereunder. Grantor agrees to contact Grantee prior to any substantial digging, drilling, or excavation activities.
7. It is agreed that this grant covers all the agreements between the parties concerning the Temporary Construction Easement and the Deep Pipe Crossing Easement herein described and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his, her, their or its hand and seal.

_____ (seal)
William G. Merrill, Successor Trustee of the Thelma M. Strangward Irrevocable Trust, dated April 25, 1991.

STATE OF _____
_____ COUNTY

I, _____, Notary Public, do hereby certify that William G. Merrill, Successor Trustee of the Thelma M. Strangward Irrevocable Trust, dated April 25, 1991 personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20__.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

SO AGREED:

Carol C. Pritchett, Mayor

Town Seal

ATTEST: _____
Olivia Stewman, Town Clerk

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

Notary Public (SEAL)

Print Name of Notary

My Commission Expires: _____

NORTH CAROLINA)
)
)
RUTHERFORD COUNTY)

DEEP PIPE CROSSING EASEMENT

THIS GRANT OF EASEMENT, made this ____ day of _____ 2023, by and between CONSTANCE H. WALDREP, party of the first part, to the TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the second part (hereinafter referred to as “Grantee” or “the Town”);

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain tract of land known as 241 Picnic Point Road, Lake Lure, NC 28746 (Parcel #231030) lying and being in Rutherford County, North Carolina, as more particularly described in Deed Book 963 at Page 412, described hereinabove; and,

WHEREAS, Grantee, the Town of Lake Lure, is a North Carolina municipal corporation organized and existing pursuant to the laws of North Carolina, 160A-1, et. seq., that operates a public sewer utility; and,

WHEREAS, Lake Lure’s 1927 sewer system utilizes a series of pipes that are submerged beneath the lake and these iron pipes, and associated concrete manholes, and older septic systems are deteriorating and must be replaced to protect the lake; and,

WHEREAS, The Town is embarking upon a phased rehabilitation and replacement approach that maintains sewer service while improving system performance and the design and implementation of the new state-of-the-art engineering solution is challenging because the new system remains in the lake. Specifically, the new collection system will be installed in the backshore, which is the land exposed during lake drawdown periods; and

WHEREAS, citizens’ future renovation options and property values will significantly increase with the new system in place; and,

WHEREAS, part of the work involves the use of a Horizontal Directional Drill (HDD) which will drill into the backshore during lake drawdown periods (the “backshore” is the area exposed during

drawdown periods) creating a tunnel bored very deep in the ground in several areas creating the need for "Deep Pipe Crossing Easements" from several property owners including Grantor's property (parcel # 231030);

NOW, THEREFORE, in consideration of the premises, the mutual promises set forth herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor does bargain, sell, and convey unto the Town, its successors, and assigns, an approximately ten foot wide (10') permanent Deep Pipe Crossing Easement under the property identified as parcel #231030, PIN 0642945925 and more particularly described as follows:

Commencing at a 1-inch iron pipe found, having North Carolina State Plane Coordinates N: 624,931.36', and E: 1,049,638.21' (NAD 83/2011), thence as tie lines the following two (2) calls: (1) south 78 degrees 57 minutes 56 seconds west 51.99 feet to a 1 ½-inch iron pipe found, and (2) south 79 degrees 04 minutes 06 seconds west 115.05 feet to a computed point, said iron pipe being in the southern line of the Constance H. Waldrep property, said iron pipe point also being the Point of Beginning; thence from said point of beginning with the southern line of the Constance H. Waldrep property south 79 degrees 04 minutes 06 seconds west 40.15 feet to a computed point; thence as a new line in the Constance H. Waldrep property north 86 degrees 30 minutes 38 seconds west 3.52 feet to a computed point, said computed point being in the western line of the Constance H. Waldrep property being at the 995-foot contour; thence with the western line of the Constance H. Waldrep property and with the 995-foot contour the following three (3) calls: (1) north 41 degrees 58 minutes 13 seconds east 2.96 feet to a computed point, (2) north 04 degrees 02 minutes 37 seconds west 4.29 feet to a computed point, and (3) north 14 degrees 49 minutes 12 seconds east 3.50 feet to a computed point, said computed point being in the western line of the Constance H. Waldrep property being at the 995-foot contour; thence as a new line in the Constance H. Waldrep property south 86 degrees 30 minutes 38 seconds east 40.44 feet to the Point of Beginning and containing 215 square feet (0.005 acres).

Also conveyed is a temporary easement to briefly lay a metal wire across the surface of the easement that is used to guide the Horizontal Directional Drill. .

Grantor covenants that she is seized of the aforesaid premises in fee and has the right to convey the easement hereby granted; that the same is free from encumbrances; and that Grantor will warrant and defend said title to said easement against the claims of all persons whatsoever.

Grantor may use the easement premises in any manner which will not damage, impair, prevent or interfere with the utility improvements or the Grantee's exercise of the rights granted hereunder. Grantor agrees to contact Grantee prior to any substantial digging, drilling or excavation activities.

It is agreed that this grant covers all the agreements between the parties concerning the Deep Pipe Crossing Easement herein described and no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his, her, their or its hand and seal.

_____ (seal)
Constance H. Waldrep

STATE OF _____

_____ COUNTY

I, _____, Notary Public, do hereby certify that Constance H. Waldrep, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 20____.

(Official Seal)

Official Signature of Notary

Notary's Printed or Typed Name

My commission expires: _____

=====

SO AGREED:

Carol C. Pritchett, Mayor

Town Seal

ATTEST: _____
Olivia Stewman, Town Clerk

NORTH CAROLINA

RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

Notary Public (SEAL)

Print Name of Notary

My Commission Expires: _____

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

Meeting Date: April 11, 2023

SUBJECT: Olympiad Lure of the Lake Swim Event Request for Waivers / Council Approval

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: D
Department: Communications-Events/Parks, Recreation, & Lake
Contact: Debra Warren, Chairperson, Olympiad Committee
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The Olympiad will be hosting the annual Lure of the Lake Swim Event on June 10, 2023 at the Lake Lure Beach.

A request is being made for a Waiver of the Noise Ordinance, Chapter 20 Article II on June 10, 2023 from 6:00 am until 10:00 am for this event. The start time for the competition is 8:00 am.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the following requests for a Waiver of Noise Ordinance

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of this request.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: April 11, 2023**

SUBJECT: Waiver for the Lake Lure Memorial Day Service scheduled for 5/29/23.

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: E
Department: Administration
Contact: Laura Krejci, Communications Director
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The Town of Lake Lure will host the annual Memorial Day Service **on Monday, 5/29/23** a 9:00 AM with support from Lake Lure Inn and Spa.

- The event will be held at the Lake Lure Veterans Memorial.
- There will be a brief program followed by refreshments.

Advance Approvals:

An Entertainment Event Permit Application has been approved for this event.

Request:

The purpose of this request is for a waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

STAFF'S COMMENTS AND RECOMMENDATIONS:

To approve the waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: April 11, 2023**

SUBJECT: Waivers for the Lake Lure Community Independence Celebration scheduled for 7/1/23 at the Lake Lure Beach.

AGENDA INFORMATION:

Agenda Location: Consent

Item Number: F

Department: Administration

Contact: George Wittmer and Sonya Ledford, Lake Lure Tours/Lake Lure Inn

Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Lake Lure Inn and Lake Lure Tours will host a **Community Independence Celebration on Saturday, 7/1/23** from 6:30 PM-9:30 PM.

- The event will be held at the Lake Lure Beach.
- There will be a cover charge for a Southern Cook-out Banquet with a Cash Bar on the Beach, culminating in the 12 minute fireworks show.
- A disc jockey will be playing music and there will be entertainment for children.
- A life guard will be on duty and the East end of the beach will be open for swimming from 6:30 PM until 8:00 PM.
- Tickets will be sold in advanced at \$19.95 adults; \$9.95 kids; \$0.00 kids under 6 years of age.
- “Walk on” adult admission will be available at the gate if space is available at \$24.95/person, \$9.95 kids over 6 years, kids under 6 free.
- The Town will receive 15% of the cover charge.
- Lake Lure Inn will cater the event.
- Lake Lure Inn/Lake Lure Tours will add the Town as an additional insured on the Event Insurance.
- Parking will be expanded to include Keeter Field

Advance Approvals:

- An Entertainment Event Permit Application has been approved for this event.
- The host and pyrotechnical company owner is working with the Fire Department/Emergency Management Chief on the Fireworks Permit.
- Fire Department/Emergency Management will be onsite to oversee the fireworks display on the day of the event.
- Both the Fire Boat and the Police Boat will be in the Lake to ensure other boats stay clear during the fireworks event.
- Areas within the fallout radius that need to be cleared will be determined by the Fire Chief and monitored at the time of the fireworks display by Police and Firefighters. Areas may that will be monitored include Pool Creek Picnic Park,

the ABC Building Parking Lot, Washburn Marina (including all docks), the Boardwalk, and all docks located by the Police Boathouse.

Request:

The purpose of this request is for a waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

STAFF'S COMMENTS AND RECOMMENDATIONS:

To approve the waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: April 11, 2023**

SUBJECT: A waiver and suspension of Town Ordinances for the Lake Lure Farmer's Market scheduled for Fridays starting in 5/5/23 through 10/27/27.

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: G
Department: Administration
Contact: Paul Brock, BARN/Hickory Nut Gorge Chamber
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Rutherford Barn will host the Lake Lure Farmers Market on Friday's from 3:00 – 7:00 PM in Morse Park starting in 5/5/23 through 10/27/27.

- The event will be held in the grassy median in the Morse Park parking lot.
- They are expected to have approximately 30 vendors each week.
- A food truck will be included along with music.
- Parking will be blocked off in the spaces on either side of the median each Friday.
- Traffic will flow in one larger circular pattern around the median.
- The layout for the event is illustrated in the attached diagram.

Advance Approvals:

- An Entertainment Event Permit Application has been approved for this event.
- A Fabric Structures Permit Application has also been approved for the event. The Tents and set-up will be inspected by the Fire Department each Friday to ensure safety.

Request:

The purpose of this request is for the following:

- Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.
- Suspension of Chapter 8 Article II: "Peddlers" of the Code of Ordinances.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

The Events Team recommends approval of the following:

- Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.
- Suspension of Chapter 8 Article II: "Peddlers" of the Code of Ordinances.

STAFF'S COMMENTS AND RECOMMENDATIONS:

This will be a wonderful ongoing seasonal event for the Town and visitors. Approval is recommended for:

- Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances.

IX

UNFINISHED

BUSINESS

- A. Resolution No. 23-04-11A Authorizing a Lease Agreement between the Town of Lake Lure and the Rutherford County Tourism Development Authority

- B. Resolution No. 23-04-11B Authorizing a 10-Year Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge

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

Meeting Date: April 11, 2023

SUBJECT: Resolution No. 23-04-11A Authorizing a Lease Agreement between the Town of Lake Lure and the Rutherford County Tourism Development Authority

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: A
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

There have been ongoing discussions in regard to the Rutherford County Tourism Development Authority (TDA) lease of the Community Center located at 2932 Memorial Highway. There was consensus of support for a one-year lease agreement with the option to renew for nine additional terms of one year. In accordance with General Statutes, the Town Clerk sent notice that the Town Council will consider approving the lease agreement at the April 11th regular meeting. Resolution No. 23-04-11A authorizes the lease agreement between the Town and the Rutherford County TDA.

ATTACHMENTS:

Resolution No. 23-04-11A Authorizing a Lease Agreement between the Town of Lake Lure and the Rutherford County Tourism Development Authority; Authorized Lease Agreement



RESOLUTION NO. 23-04-11A

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AUTHORIZING A LEASE AGREEMENT BETWEEN THE TOWN OF LAKE LURE
AND THE RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY**

WHEREAS, the Town Council of the Town of the Town of Lake Lure expressed its intent to consider at its regular meeting to be held on the 11th day of April, 2023, the lease or rental of certain real property of the Town; and

WHEREAS, the Town of Lake Lure abided by all General Statutes in regard to the lease of real property for a term of up to 10 years; and

WHEREAS, at its regular meeting on the 11th day of April, 2023, the Town Council considered the lease or rental of the property and desires to lease or rent the real property of the Town described below;

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

SECTION ONE. The following described property is hereby declared to be surplus to the needs of the Town:

Visitor Center located at 2932 Memorial Highway, Lake Lure, NC 28746.

SECTION TWO. The Mayor and the Town Clerk are hereby authorized to execute a lease or rental agreement for the real property of the Town described above, said lease or rental agreement for a term of one year with the option to renew for nine additional terms of one year.

SECTION THREE. The annual rental or lease payment for the real property of the Town of Lake Lure described above will be \$1.00.

READ APPROVED AND ADOPTED this 11th day of April, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

LEASE AND AGREEMENT
With
**The Rutherford County Tourism Development
Authority**

THIS LEASE AGREEMENT (the "Lease"), made and entered into as of the ____ day of _____, 2023 by and between the TOWN OF LAKE LURE, a municipal corporation, party of the first part, "Landlord", (hereinafter also referred to as the "Town"); and the RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY, party of the second party, "Tenant" (hereinafter also referred to as the "TDA").

WITNESSETH

Whereas, the Town is a municipal corporation established under the laws of the State of North Carolina; and TDA is a political subdivision of the State of North Carolina charged with developing tourism throughout Rutherford County, including in and for the Town of Lake Lure; and

Whereas, TDA, in fulfilling its mission to promote the growth of tourism for and in Rutherford County in accordance with N.C. Session Law 2011-115, desires to operate a facility, located in the Town, for the express purposes of: providing a location for TDA to **fulfill** this mission and for such other related purposes as TDA feels is in the best interest of fulfilling this mission (the "Visitor Center"); and

Whereas, the Town agrees with this goal of developing tourism and desires to lease space to TDA for the purpose of TDA operating such a Visitor Center; and

NOW, THEREFORE, for and in consideration of their mutual covenants, the Town hereby leases to the TDA, and the TDA hereby leases from the Town, the building commonly known as the Community Center, situated at 2932 Memorial Highway, Lake Lure, NC 28746 (hereinafter the "Premises"), for the express purpose of operating a Visitor Center and an office for TDA, upon the terms, conditions and covenants as set forth herein:

1. Term of Lease. This Lease is for a term commencing on _____, 2023, and ending on _____, 2024, unless sooner terminated as hereinafter provided (the "Term"). If at any time the Visitor Center remains closed and unavailable to the public for a period of thirty (30) consecutive days, the same shall be considered a breach of this agreement and the Town shall send written notice to the TDA, as provided hereinbelow, of the breach, upon receipt after which the TDA shall have thirty (30) days to cure the breach by opening the Visitor Center on the Premises (the "Cure Period"). If the TDA fails to open the Visitor Center during the Cure Period, then this Lease shall terminate ten (10) days after the Cure Period.

2. Rent. Beginning on the first day of the Term and then on the first day of July of each year subsequent, the TDA will be obligated to pay to the Town annual rent in the amount of \$1.00 (one dollar and zero cents). In the event TDA fails to pay the rent as provided herein, the Town shall send Notice of the breach to TDA as provided hereinbelow, and TDA shall have thirty (30) days to pay said rent. Should TDA continue to be in breach of this provision after the thirty (30) days have expired, then this Lease shall be considered terminated, and the Town may send notice to vacate the Premises to TDA at any time in its sole and complete discretion.

3. Option to Renew. The Tenant and Town shall have the option to renew this lease agreement for nine (9) additional terms of one (1) year (the "Option"), for a total potential term of this Lease of ten (10) years. The Option will be deemed exercised automatically unless either party delivers written notice as provided hereinbelow to the other party of its decision not to exercise or agree to the Option. This decision not to exercise or agree to the Option shall be sent to the other party no later than one

hundred eighty (180) days prior to the termination of the original Term.. Either party, so long as that party is not in breach of this Lease, has the right to elect to not exercise the Option as provided herein, with or without cause.

4. Operation of the Visitor Center

(a) TDA agrees to operate the Visitor Center in accordance with the Visitor Center Mission and Vision Statements, which are as follows:

Mission & Purpose

The mission of the Hickory Nut Gorge Visitor Center is to accommodate the needs of our visitors in cooperation with surrounding communities by:

- *promoting the area*
- *showcasing our history and heritage*
- *highlighting our family-oriented destinations*
- *sharing our welcoming spirit*

Vision Statement

The Hickory Nut Gorge Visitor Center is an attractive and engaging destination that provides information regarding attractions, accommodations, restaurants and other things to see and do. This fosters overnight stays, encourages return visits and invites potential residents. As a result, social, cultural and economic vitality is enhanced not only in the Hickory Nut Gorge, but also throughout Rutherford County and the region.

(b) Information provided in the Visitor Center on tourist amenities like attractions, lodging and dining, will not be limited solely to Rutherford County businesses.

(c) TDA will utilize their established branding and signage, which is subject to modification by the TDA. Currently, this includes "*Lake Lure & The Blue Ridge Foothills*" and the "*Front Porch of the Blue Ridge*" campaign. In signs and references to the Visitor Center, the TDA will include the reference "*Serving the Hickory Nut Gorge.*"

(d) TDA shall maintain a regular forum for area tourism businesses to provide feedback and recommendations on Visitor Center services through the TDA's Visitor Information Network (VIN) subcommittee. TDA shall appoint two (2) members of the Hickory Nut Gorge Chamber of Commerce to the VIN subcommittee.

5. Utilities

(a) TDA shall pay all of the monthly charges for electricity attributable to the premises.

(b) The Town shall provide water and sewer utility service at no charge to TDA.

(c) The Town shall make available a fiber optic broadband internet connection for use at no cost by TDA. TDA shall be responsible for the purchase of any equipment necessary for this connection.

(d) The Town shall make available voice-over-IP telephone services for use at no cost by TDA. TDA shall be responsible for the purchase of phones and any necessary networking equipment.

(e) The Town shall, from time to time, upon request from TDA, join in the granting of such utility easements as may be reasonably necessary to service TDA's requirements on the Premises.

6. Repairs, Maintenance and Cleaning.

(a) TDA shall be responsible for the maintenance of the interior of the building on the Premises and shall keep said interior in good condition and ordinary repair as when received, ordinary wear and tear excepted. Said interior maintenance shall include regular custodial servicing and cleaning and pest control.

(b) TDA shall be responsible for all repairs to permanent leasehold improvements, including, but not limited to, structural, mechanical, HVAC, exterior including doors, foundation repairs and repairs to the roof, as well as repairs as required because of water entering the Premises from the roof of other parts of the building or from other causes not under the control of the Town.

(c) TDA shall each make all necessary repairs and replacements of the portions of the Premises which they are required to maintain and repair as aforesaid, and all repairs and replacements shall be diligently commenced and completed.

(d) The Town shall be responsible for snow removal and parking lot maintenance.

7. Insurance.

(a) TDA shall carry throughout the Term, at its own expense, an Owners, Landlords, and Tenants General Public Liability Policy covering both the Town and the TDA with minimum limits of \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000. Certificate evidencing such as insurance shall be furnished to the Town, and TDA will deliver to the Town certificates of renewal of such policy not less than ten (10) days in advance of the expirations thereof; such policy shall not be subject to cancellation without at least ten (10) days prior written notice to the Town.

The TDA shall cooperate and carry throughout the Term, a Policy for flood insurance covering both the Town and the TDA with minimum limits sufficient to cover the cost of replacing the Visitor Center in the event of a flood. TDA will obtain the policy on behalf of the Town and TDA. Certificate evidencing such insurance shall be furnished to the Town, and TDA will deliver to the Town certificates of renewal of such policy not less than ten (10) days in advance of the expirations thereof, at which time Town shall reimburse TDA for one-half (1/2) of the cost of the said policy; such policy shall not be subject to cancellation without at least ten (10) days prior written notice to the Town.

(b) TDA shall maintain and keep in force all employers' compensation insurance required under the laws of the State of North Carolina, and such other insurance as may be necessary to protect the Town against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution thereof.

(c) Should the TDA fail to keep in effect and pay for such insurance as it is in this section required to do, the Town may do so, in which event the Town may send receipt of the insurance premiums paid by the Town to TDA at the address shown under the Notice section herein, and such premiums paid shall become immediately due and payable by TDA to the Town. Failure of TDA to reimburse such insurance premiums within thirty (30) days shall constitute a breach of this Lease.

(d) TDA shall secure appropriate fire, theft and casualty insurance coverage on any and all of its contents situated upon said Premises and any and all improvements it makes to said Premises.

(e) The Town shall maintain and carry, throughout the Term at its own expense, hazard insurance on the Premises insuring against loss or damage by fire, earthquake, vandalism, and other perils in the amount of the replacement value of the Premises and any leasehold improvements thereto. The TDA shall be named as an additional insured as to any leasehold improvements made by the TDA, if any, pursuant to the terms of this Lease Agreement.

8. Fixtures

TDA shall have the right to remove Town-authorized improvements that it makes and fixtures that it adds to the Premises at such time as the Lease, or any renewal or extension thereof, concludes or is terminated; provided, however, that:

(a) The Premises are left in as good a state as when received, reasonable wear and tear and damage by fire or other casualty excepted;

(b) No portion of the Community Center shall be demolished or removed by TDA without the prior, express written consent of the Town; and

(c) Such removal shall be performed in a satisfactory manner and not weaken or impair the structural strength of the Community Center or any portion of the Premises.

Failure to remove such improvements or fixtures on or before the final day TDA holds possession of the Premises shall not be deemed a holding over under the terms of this Lease but shall be deemed an abandonment of the improvements or fixtures, and TDA shall not then incur any costs for the removal thereof. Nothing in this paragraph 8 shall permit TDA to seek or compel reimbursement from the Town for the Project but is intended by the parties hereto to permit TDA to remove and take its equipment and personal property whether or not attached to the Visitor Center.

9. Assignment. TDA shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein or sublet the Premises or any part thereof or permit

the use of the same or any part thereof not anyone without the prior written consent of the Town.

10. Damage to Premises

(a) If the improvements on the Premises shall be damaged or destroyed by fire or by any other hazard insured by hazard insurance, then the party responsible for such damage through insurance coverage as set forth in paragraph 7 above shall work with such insurance company to effect such repairs or restore said improvements to substantially the same condition which existed before such damage or destruction.

(b) Since the annual rent is \$1.00, in the event that any damage from the causes aforesaid shall render the Premises totally or partially unusable for TDA's purposes under this Lease shall not be abated in proportion to the loss of effective use of the Premises.

If the destruction or damage amounts to more than seventy-five percent (75%) of the insurable value of the Premises, then either party may terminate this Lease by written notice to the other party within thirty (30) days after the date of such occurrence. Provided, however, that this Lease shall not thereby terminate if the damage shall have resulted from a hazard included in standard fire and extended coverage insurance and if TDA shall, within said thirty (30) day period, or within ten (10) days after notice of termination by the Town, send the Town written notice of its election to continue this Lease commencing four (4) weeks after the date that restoration by the Town shall be completed and available to the TDA for the conduct of its business. In the event of any termination under this paragraph (c), this Lease shall terminate as of the date of the occurrence, and the rent and all other payments owing or already paid by the TDA shall be adjusted as of said date.11. Indemnification of Town.

TDA during the term hereof shall indemnify the Town against all claims and demands, whether for injuries to persons, loss of life, or damage to property occurring with the Premises and arising out of the use and occupancy of the Premises by TDA, excepting, however, such claims and demands caused by acts of God or other causes beyond the control of TDA.

Town. Nothing contained in this section

shall, however, detract from TDA's rights to protection under the liability insurance policy to be paid for by TDA as specified in paragraph 7 hereof.

12. Default.

If at any time during the term or extensions of this Lease there shall be a default within the provisions of this Agreement, except as stated in paragraph 1 and if TDA fails to cure such default within the Cure Period, then the Town may remedy or attempt to remedy any such default or other noncompliance and expend any sums necessary therefore at the cost and expense of TDA, and the sums so expected shall be payable to the Town on demand with lawful interest thereon and may be added by the Town to any rents or other sums due or to become due hereunder. On termination, the Town may recover from TDA all damages proximately resulting from the breach, including the worth of the balance of the Lease over the reasonable rental value for the Premises for the remainder of the Lease term, which such shall be immediately due the Town from TDA.

13. Notice.

It is agreed that all notices regarding this Lease shall be sent by certified or registered mail to:

If to Town:

The Town of Lake

Lure

If to TDA:

Rutherford County Tourism Dev. Auth.

Either party may designate by written notice to the other party a change in address to which notices may be directed to said party.

14. Other Matters.

(a) The failure by the Town to insist upon the strict performance of any agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon an unremedied breach thereof, and the acceptance of full or partial rent during the continuance of any unremedied breach, shall not constitute a waiver of any such unremedied breach or the performance of such agreement, term, or condition of this Lease to be performed or complied with by TDA, and no unremedied breach thereof shall be deemed waived, altered, or modified except by written instrument executed by the Town. The waiver of any breach shall not affect or alter this Lease, but each and every agreement, term or condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each right and remedy of the Town provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity, by statute or otherwise and the exercise or beginning of the exercise by the Town of any one or more of the rights or remedies provided for in this Lease as now or hereafter existing at law or in equity, by statute or otherwise, shall be precluded the simultaneous or later exercise by the Town of any or all other rights or remedies for any then existing breach which has not then been remedied or in the course of being remedied provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

(c) In the event of default, the Town shall use its best efforts to mitigate damages.

(d) All parties hereto agree that in no event shall either the Town or the TDA be liable or responsible to each other, or to other persons, due to any stoppage or delay in operation of the Visitor Center or in any work contemplated by the Project, where such

stoppages or delays result from acts of God, fire, war, legal, or equitable proceeding, pandemic, or any other cause which is outside the control of either party hereto.

(e) It is agreed by the parties hereto that visitors and TDA volunteers and employees to the Visitor Center shall have the right to park in parking lots owned by the Town. The Town will be solely responsible for maintenance of any said parking lots.

14. No Waiver of Immunity. No portion of this Lease shall be deemed to constitute a waiver of any immunities which the Town or the TDA or their officers or employees may possess, nor shall any portion of this Lease be deemed to have created a duty of care on the part of either party to any persons not a party to this Lease.

15. Non-Appropriation.

No portion of this Agreement shall be deemed to create an obligation on the part of TDA or Town to expend funds not otherwise appropriated in each succeeding year.

16. Entire Agreement.

This Lease sets forth all the promises, agreements, conditions, and undertakings between the Town and TDA relative to the Premises, and there are not promises, agreements, conditions, undertakings, warranties or representations, oral or written expressed or implied, between them varying the terms of this Lease.

17. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or phrases might be declared to be unconstitutional or invalid.

18. Amendments and Termination.

This Lease shall be modified, altered, amended, or changed, ^{Meeting Packet Page 106 of 138} only by written

instrument executed by all the parties hereto. The parties hereto may agree to terminate this Lease at any time by written instrument executed by all the parties hereto.

19. Obligations and Successors.

The Town and TDA agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

20. Expiration of Lease.

Upon termination or expiration of this Lease or the Option period, as appropriate, or any extension or renewal thereof, TDA shall deliver to the Town physical possession of the Premises in as good condition as the Premises are at the commencement of the Term, ordinary wear and tear and damage by fire or other casualty excepted. The Town acknowledges it is contemplated by the Lease that alterations may be made to the Premises as set forth herein.

21. Governing Law.

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. TDA shall comply with all applicable federal, State, and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, said parties have hereunto executed this Agreement and Lease, in duplicate, the day and year first above written.

TOWN OF LAKE LURE

By: _____
Carol Pritchett, Mayor

ATTEST:

Olivia Stewman
Town Clerk

APPROVED AS TO FORM:

William C. Morgan, Jr.
Town Attorney

RUTHERFORD COUNTY TOURISM
DEVELOPMENT AUTHORITY

By: _____

By: _____

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

Meeting Date: April 11, 2023

SUBJECT: Resolution No. 23-04-11B Authorizing a 10-Year Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge

AGENDA INFORMATION:

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

BRIEF SUMMARY:

At the March 14th regular meeting, Town Council approved a grounds lease agreement with the Lake Lure Flowering Bridge (LLFB) with a 12 month term. This short-term lease was approved in order to enter into the agreement in a timely manner while avoiding legally required 30-day notice deadline for lease agreements over one year, which would not allow the agreement to be approved until the April regular meeting and would delay the LLFB progress with their education center project. Both parties wish to enter a 10-year agreement, as it is the longest term authorized without following sale of real property general statutes. However, the Town is in process of seeking a local bill to exceed the 10 year limit. In accordance with General Statues, the Town Clerk sent notice that the Town Council will consider approving the 10-year agreement at the April 11th regular Council meeting. Resolution No. 23-04-11B authorizes the 10-year ground lease agreement between the Town and the Lake Lure Flowering Bridge.

ATTACHMENTS:

Resolution No. 23-04-11B Authorizing a 10-Year Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge; Authorized Lease Agreement



RESOLUTION NO. 23-04-11B

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AUTHORIZING A 10-YEAR GROUNDS LEASE AGREEMENT BETWEEN THE
TOWN OF LAKE LURE AND THE LAKE LURE FLOWERING BRIDGE**

WHEREAS, the Town Council of the Town of the Town of Lake Lure expressed its intent to consider at its regular meeting to be held on the 11th day of April, 2023, the lease or rental of certain real property of the Town; and

WHEREAS, the Town of Lake Lure abided by all General Statutes in regard to the lease of real property for a term of up to 10 years; and

WHEREAS, at its regular meeting on the 11th day of April, 2023, the Town Council considered the lease or rental of the property and desires to lease or rent the real property of the Town described below;

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

SECTION ONE. The following described property is hereby declared to be surplus to the needs of the Town:

Lake Lure Bridge No. 7 and a .36 acre lot (PIN #23163)

SECTION TWO. The Mayor and the Town Clerk are hereby authorized to execute a lease or rental agreement for the real property of the Town described above, said lease or rental agreement for a term of 10 years.

SECTION THREE. The annual rental or lease payment for the real property of the Town of Lake Lure described above will be \$1.00.

SECTION FOUR. The existing one year grounds lease shall become obsolete and shall be replaced by the authorized 10-year grounds lease.

READ APPROVED AND ADOPTED this 11th day of April, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

NORTH CAROLINA

RUTHERFORD COUNTY

GROUND LEASE AGREEMENT BETWEEN THE TOWN OF LAKE LURE AND LAKE
LURE FLOWERING BRIDGE, INC. FOR THE LEASE OF LAKE LURE BRIDGE NO. 7
AND A .36 ACRE LOT (PIN #23163)

This Land Lease Agreement (“Lease” or “Agreement”) is made and entered into this the 15th day of February, 2023, by and between the Town of Lake Lure, a North Carolina municipal corporation and Lake Lure Flowering Bridge, Inc., a nonprofit corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as LLFB).

WITNESSETH:

WHEREAS, the Town of Lake Lure acquired ownership of the historic Lake Lure Bridge No. 7 across the Rocky Broad River near the intersection of Boy’s Camp Road and US 64/74 in Lake Lure on August 10, 2010, for the rehabilitation, repair, and maintenance of Bridge No. 7 under the stipulations of a historic bridge preservation program; and,

WHEREAS, the Town of Lake Lure informally assigned the above responsibilities to Lake Lure Flowering Bridge, Inc. (hereinafter LLFB), a community-based nonprofit corporation, approximately ten years ago; and,

WHEREAS, LLFB was created to:

- To preserve the historic 1925 Bridge No.7 over the Rocky Broad River as it enters historic Lake Lure, NC.
- To develop and maintain this bridge as a vital link in the trail/walkway system being created by the towns of Chimney Rock and Lake Lure and Chimney Rock State Park.
- To cover the bridge and surround this scenic walkway with over 500’ of flowering four-season pedestrian gardens that will be known as Lake Lure Flowering Bridge, the first of its kind in the State of North Carolina and only the second in the United States.
- To place within this vast garden indigenous North Carolina plants that will reflect the botanical diversity of the Hickory Nut Gorge, one of the most botanically diverse areas in the United States.
- To make these gardens and the Lake Lure Flowering Bridge available in all seasons free of charge for purposes of education, exploration and inspiration.

- To design, develop and maintain these gardens through a citizen-based volunteer organization called Friends of the Lake Lure Flowering Bridge.
- To create this “bridge to somewhere beautiful” as a flowering gateway to Lake Lure, Chimney Rock, the Hickory Nut Gorge, and Chimney Rock State Park.

WHEREAS, LLFB now desires to erect a structure to house an education center, create new volunteer and visitor parking and to make other improvements to an area owned by the Town adjacent to the Bridge; and,

WHEREAS, the Town supports the LLFB’s plans and has determined that it is in the best interests of both parties to formalize their relationship for the long term preservation and operation of the Flowering Bridge, which attracts thousands of visitors to Lake Lure, Chimney Rock Village and Chimney Rock State Park each year;

NOW, THEREFORE, in consideration of all covenants contained in this lease agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Lease of Premises. Owner agrees to lease to (“Tenant”), and (“Tenant”) agrees to lease from Owner, the Site for the purposes described herein, TO HAVE AND TO HOLD the Site, together with all rights, privileges, and appurtenances thereunto belonging and attaching, unto (“Tenant”). This Lease sets forth the covenants and agreements that the parties agree to comply with during the Term (as such term is defined in Section 2).

Section 2: Term. The term of this Lease (the “Term”) shall be ten (10) years, commencing on the Effective Date and expiring on the ten year anniversary of the Effective Date, unless otherwise terminated at an earlier date in accordance with the terms of this Lease, or extended by mutual agreement. It is the intent of the parties to amend this lease prior to the expiration date for a longer term.

Section 3: Lease Payments. For purposes of this agreement, the lease payments made to Owner by (“Tenant”) for the use of the Site and Easements shall be \$1.00 annually, payable upon the Effective Date and on the anniversary thereof each year during the term of this lease.

Section 4: The Premises (“the Site”). The Site consists of Lake Lure Bridge No. 7, the right-of-way and that .36 acre site adjacent thereto, more particularly described in Deed Book 1067, Page 393 (PIN #231863) all of which is more particularly shown in that survey dated November 19, 2022, prepared by Jason D. Spencer, PLS, a copy of which is attached hereto as Exhibit A.

Section 5: Use. LLFB shall at all times continue the Bridge’s use as a walking trail containing flowering four-season pedestrian gardens that will be known as Lake Lure Flowering Bridge, to be open year-round to visitors free of charge and for educational purposes including classes in gardening and related subjects.

Section 6: Responsibilities of LLFB and Town.

- (a) In addition to continuously maintaining the Bridge and the site's use as set forth in Section 5 above, it shall be the duty and responsibility of LLFB to fulfill all of the requirements placed on the Town by the State of North Carolina's Department of Transportation upon the conveyance of Bridge No. 7 including those outlined in the "Historic Lake Lure Bridge #7 Preservation and Enhancement Plan" dated December 5, 2011, attached hereto as Exhibit B and incorporated herein as if fully set forth herein. Notwithstanding the foregoing, the Town shall be responsible for arranging the required major inspection of the structure at least every two years and shall have the authority to temporarily close public access to the bridge as necessary to facilitate major inspections. If a major inspection or routine observations reveal a structural deficiency which makes the bridge unsafe for pedestrian use, the Town shall have the authority to temporarily close the bridge to the public while necessary repairs are made to the bridge.
- (b) The Town shall continue to provide water and electric service to the Lake Lure Flowering Bridge and will provide sewer for the educational center LLFB plans to construct on the property.

Section 7: Indemnification. To the extent permitted by law, LLFB agrees to indemnify, defend, and hold harmless the Town from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) LLFB's use and occupancy of the Site, (ii) any work done by or on behalf of LLFB on the Site, (iii) LLFB's negligence or willful misconduct, and/or (iv) LLFB's breach or default of any of the terms of this Agreement, provided however, LLFB's obligations under this section shall not extend to any claims, actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of the Town.

Section 8: Hazardous Substances. LLFB will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

Section 9: Compliance with Laws. LLFB covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site and shall seek to name the Town as an additional named insured on such policies.

Section 10: No Mechanics Liens. LLFB will not permit any mechanics or other liens to be filed against Town's interest in the Site as a result of any work performed for or obligations incurred by LLFB. LLFB will indemnify the Town for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

Section 11: Subordination of Ground Lease. LLFB shall not subordinate the **Ground Lease** or any interest thereunder to the lien of any mortgage, deed to secure debt or other security agreement encumbering the Town's interest in the Property or any portion thereof (each, a "Fee Mortgage") without the prior written consent of the Town.

Section 12: Anti-subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

Section 13: Improvements and Alterations. Major improvements and alterations must be approved by the Town. LLFB agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of the Town upon the termination of this Agreement.

Section 14: Condition of Site. LLFB has examined the Site and accepts the Site in its current condition “as is” and “with all faults.” Except as expressly set forth herein, the Town makes no representation or warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition. LLFB acknowledges that LLFB has not relied on any representations or warranties by the Town in entering this Agreement.

Section 15: Default. The following shall each constitute an “Event of Default” by LLFB:

- a. LLFB fails to make any required payment due under this Agreement.
- b. LLFB fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- c. LLFB files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

Section 16: Termination. Upon the occurrence of an Event of Default by Tenant which continues for a period of 28 days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord’s rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

Section 17: Surrender of the Site. LLFB shall return the Site to the Town upon termination or expiration of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 28 days following the termination or expiration of this Agreement, LLFB will remove all equipment, materials, fixtures and other personal property belonging to LLFB from the Site. Any property left on the Site after 28 days following the termination of this Agreement will be deemed to have been abandoned by LLFB and may be retained by the Town.

Section 18: Condemnation. In the event that all or a material portion of the Site necessary for LLFB’s Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect.

Section 19: Assignment and Subletting. LLFB will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without the Town's written consent.

Section 20: Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Town or LLFB at the then current address or to another address that either Party may designate upon reasonable notice to the other Party.

Section 21: No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

Section 22: Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Section 23: Governing Law and Disputes. The terms of this Agreement shall be governed exclusively by the laws of the State of North Carolina, without regards to its conflicts of laws rules. Any dispute arising from this Agreement shall be resolved in the courts of Rutherford County.

Section 24: Attorney's Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

Section 25: Amendment. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

Section 26: Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

Section 27: Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

Section 28: Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the date hereinabove written.

(SIGNATURES ON NEXT PAGE)

THE TOWN OF LAKE LURE

Carol Pritchett, Mayor

ATTEST:

Olivia Stewman, Clerk

NORTH CAROLINA
RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for himself that he/she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

Notary Public (SEAL)

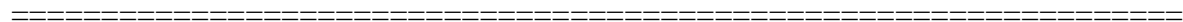
Print Name of Notary

My Commission Expires: _____

LAKE LURE FLOWERING BRIDGE, INC.

_____ (seal) Title: _____.

Attest: _____
Secretary



(NOTARY ON NEXT PAGE)

State of North Carolina
County of Rutherford

I, _____, a Notary Public of Rutherford County, North Carolina, do hereby certify that _____ (name of corporate officer) personally came before me this day and acknowledged that he/she is _____(title of corporate officer) of _____, a corporation, and that he/she, as _____ (title of officer), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

(Official Seal)

My commission expires: _____
=====

X

NEW BUSINESS

- A. Approval of Basic Facts and Assurances for the 2022-2023 Parks and Recreation Trust Fund (PARTF) Application**

- B. Resolution No. 23-04-11C Extending the Chimney Rock Village Agreement to Operate Water System**

- C. Drain Valve Construction Bid Update**

- D. Resolution No. 23-04-11D Approving Schnabel Work Order No. 7A - Reservoir Drain Construction Services**

LAKE LURE TOWN COUNCIL
AGENDA REQUEST FORM
Meeting Date: April 11, 2023

SUBJECT: Approval of Basic Facts and Assurances for the 2022-2023 Parks and Recreation Trust Fund (PARTF) Application

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Parks, Recreation, and Lake
Contact: Tim Johnson, Destination by Design
Presenter: Tim Johnson, Destination by Design

BRIEF SUMMARY:

Destination by Design is assisting the Town with submitting an application for a Parks and Recreation Trust Fund (PARTF) Grant. The 2022-2023 Basic Facts and Assurances must be approved by Town Council and submitted as a PARTF Grant application requirement. The Basic Facts and Assurances, signed by the Mayor following approval, certifies that the information contained in the PARTF Grant application is true and correct and the required dollar-for-dollar matching funds will be available during the project period.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Basic Facts and Assurances for the 2022-2023 PARTF Application.

ATTACHMENTS:

PARTF Grant Program: 2022-2023 Basic Facts and Assurances

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval of the Basic Facts and Assurances for the 2022-2023 PARTF Application.

N.C. Parks and Recreation Trust Fund (PARTF): 2022-2023 Basic Facts and Assurances

Local Government Name: _____	
Federal Employee I.D. Number: 56-_____ County: _____	
Local Government Contact Person for Grant* Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ Title: _____ Organization: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ E-mail: _____ <small>*must be an employee of the sponsoring local government.</small>	Local Government Manager Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ Title: _____ Organization: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ E-mail: _____
Chief Elected Official Name: <input type="checkbox"/> Mr. <input type="checkbox"/> Ms. _____ Title: _____ Mailing Address: _____ City: _____ State: _____ Zip: _____	Type of Project: <input type="checkbox"/> Land Acquisition Only <input type="checkbox"/> Development Only (construction or renovation) <input type="checkbox"/> Land Acquisition and Development
Site Control (check all that apply): <input type="checkbox"/> Owned by local government <input type="checkbox"/> To be obtained with this land acquisition project <input type="checkbox"/> Has been obtained for this land acquisition project using an approved waiver that expires on this date: _____ <input type="checkbox"/> Leased by applicant for 25 years or more <input type="checkbox"/> Easement <input type="checkbox"/> Owned by school board	Costs rounded to nearest dollar: PARTF funds requested: \$ _____ .00 Local government's matching funds: \$ _____ .00 Total cost of project: \$ _____ .00
Recreation Resources Service (RRS) regional consultant: _____	
Project Name: _____	
Is this an LWCF-funded park on these lists of NC projects ? <input type="checkbox"/> yes <input type="checkbox"/> no	
If yes, list the grant number(s): _____	
Certification and Approval by Local Governing Board I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period. This application has been approved by the local governing board.	
Chief Elected Official: _____ <small>Print or Type Name</small> <small>Title</small> <small>Signature</small>	
<i>If two local governments are applying together, this form must be completed and signed by each local government. One applicant must be identified by adding "primary sponsor" in the "Local Government Name" section.</i>	
THIS FORM MUST BE COMPLETE IN ITS ENTIRETY FOR YOUR APPLICATION TO BE CONSIDERED	

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

Meeting Date: April 11, 2023

SUBJECT: Resolution No. 23-04-11C Extending the Chimney Rock Village Agreement to Operate Water System

AGENDA INFORMATION:

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

BRIEF SUMMARY:

There is mutual agreement between the Town of Lake Lure and Chimney Rock Village that an extension of the current agreement to operate water system would allow for sufficient time to address the needs of both municipalities moving forward. Resolution No. 23-04-11C will extend the current agreement to operate water system until December 31, 2023.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-04-11C Extending the Chimney Rock Village Agreement to Operate Water System

ATTACHMENTS:

Resolution No. 23-04-11C Extending the Chimney Rock Village Agreement to Operate Water System

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption of Resolution No. 23-04-11C Extending the Chimney Rock Village Agreement to Operate Water System



RESOLUTION NO. 23-04-11C

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
EXTENDING THE CHIMNEY ROCK VILLAGE AGREEMENT TO OPERATE
WATER SYSTEM**

WHEREAS, the Town and Village previously entered into an Agreement to Operate Water System ("prior agreement") on or about April 15, 2003; and

WHEREAS, Village has tended written notice as required by the prior agreement to Town of its intent to renew the prior agreement subject to the modifications contained herein; and

WHEREAS, the Town and Village have each requested additional time to respond to the Village's and Town's notice of their intent to renew the prior agreement; and

WHEREAS, the Town and Village have a mutual interest in maintaining a level of cooperation between their water services delivery programs until the Town and Village have sufficient time to investigate and respond to each municipality's proposals;

WHEREAS, the expiration of the prior agreement is approaching and it is in the best interests of the Town and Village to extend the prior agreement until December 31st, 2023.

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

SECTION ONE. The Town of Lake Lure and Chimney Rock Village mutually agree to extend the existing agreement to operate water system until December 31st, 2023.

READ APPROVED AND ADOPTED this 11th day of April, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

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

Meeting Date: April 11, 2023

SUBJECT: Reservoir Drain Valve Installation Bid Update

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: C

Department: Dam

Contact: Michael Dydula, Project Manager

Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Town staff was set to receive sealed bids for the construction of the Lake Lure Dam reservoir drain on March 28th at 10:00 a.m. At that time, the Town received two sealed bids, which did not meet the required minimum amount of three bids needed to open and award a bid. G.S. 143-123 states that, "Provided that if after advertisement for bids as required by G.S. 143-129, not as many as three competitive bids have been received from reputable and qualified contractors regularly engaged in their respective lines of endeavor, said board or governing body of the State agency or of a county, city, town or other subdivision of the State shall again advertise for bids; and if as a result of such second advertisement, not as many as three competitive bids from reputable and qualified contractors are received, such board or governing body may then let the contract to the lowest responsible bidder submitting a bid for such project, even though only one bid is received." As a result, the Town submitted a re-advertisement in accordance with General Statutes and bids will be opened on April 11th at 10:00 a.m. Project Manager Michael Dydula and Schnabel Engineering will review the bids received and make a recommendation to Council at a later date.

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

Meeting Date: April 11, 2023

SUBJECT: Resolution No. 23-04-11D Approving Schnabel Work Order No. 7A -
Reservoir Drain Construction Services

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: D

Department: Dam

Contact: Michael Dydula, Project Manager

Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Schnabel Engineering has submitted a proposal for Work Order No. 7A. The proposed Work Order is for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam. Such services include providing construction phase services for the installation of the reservoir drain at Lake Lure Dam. Services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina. The lump sum of the services listed in proposed Work Order No. 7A is \$467,785.96. Resolution No. 23-04-11D authorizes approval of Schnabel Work Order No. 7A for reservoir drain construction services.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-04-11D Approving Schnabel Work Order No. 7A - Reservoir Drain Construction Services.

ATTACHMENTS:

Resolution No. 23-04-11D Approving Schnabel Work Order No. 7A - Reservoir Drain Construction Services; Schnabel Work Order No. 7A

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption of Resolution No. 23-04-11D Approving Schnabel Work Order No. 7A - Reservoir Drain Construction Services.



RESOLUTION NO. 23-04-11D

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
APPROVING SCHNABEL WORK ORDER NO. 7A – RESERVOIR DRAIN
CONSTRUCTION SERVICES**

WHEREAS, the Town of Lake Lure entered into a professional services agreement with Schnabel Engineering on September 12, 2018 for dam related services; and

WHEREAS, Schnabel Engineering has submitted a proposal for Work Order No. 7A for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam; and

WHEREAS, Schnabel's services include providing construction phase services for the installation of the reservoir drain at Lake Lure Dam; and

WHEREAS, services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina; and

WHEREAS, the lump sum of the services listed in proposed Work Order No. 7A is \$467,785.96.

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

SECTION ONE. Town Council hereby approves the proposed Schnabel Engineering Work Order. No. 7A for the professional dam engineering services associated with the construction of the planned reservoir drain at the Lake Lure Dam.

READ APPROVED AND ADOPTED this 11th day of April, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

March 16, 2023

Mr. Michael Dydula, PE
Project Manager
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: 18P21021.04.02, Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam, Lake Lure, North Carolina

Dear Mr. Dydula:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this work order proposal for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam.

BACKGROUND

The Town of Lake Lure (Town) is planning the installation of the reservoir drain as the first phase in the overall rehabilitation of Lake Lure Dam. In addition to addressing a major dam safety requirement, the reservoir drain will allow the Town to further lower the reservoir level, beyond the limitations of the existing spillway gates, to support the rehabilitation of the sanitary sewer system and additional maintenance activities such as lake dredging or work on the spillway gates. During the virtual workshop held on March 17, 2020, with representatives from the Town, the Town's consultants, NCDEQ Dam Safety, and the regulatory agencies responsible for the sanitary sewer system, NCDEQ Dam Safety indicated that they were agreeable to this phased approach of first installing the reservoir drain. The reservoir drain design is complete and has been approved by NCDEQ Dam Safety. The project is currently out for construction bids with bids due on March 28, 2023. The Town intends to award the reservoir drain construction contract to the selected contractor at their April 11, 2023 Town Council meeting and provide Notice-to-Proceed shortly thereafter. The Town has procured the reservoir drain valves under a separate contract, and valve delivery is scheduled for June 2023.

SCOPE OF SERVICES

The objectives of Schnabel's services proposed under this work order are to provide construction phase services for the installation of the reservoir drain at Lake Lure Dam. Services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina. The scope of services for this portion of the project is described in detail below.

Task 01 – Construction Phase Services

The construction services scope of work proposed herein includes providing construction observation and documentation as will be required by the contract documents. In addition, Schnabel will provide contract administration services for the execution of the contract between the Owner (Town) and the selected Contractor. This is a unique project requiring a high level of engineering support and observation during construction since the work will be performed under near full head conditions (at or above the existing spillway gate sill elevation). As a result, Schnabel proposes to provide a full-time Resident Project Representative (RPR) to meet the daily demands for quality assurance of the project. In order to develop the preliminary fees for this task, we assumed construction of the proposed improvements will take approximately 5 months to complete, with the RPR on site for 4 out of the 5 months. If the selected Contractor indicates the actual schedule will differ from this assumption, we request the opportunity to revise our fees for this task.

Roles and Responsibilities:

Schnabel's construction project team will consist of the following staff:

- Project Manager
- Project Engineer / Engineer-of-Record (EOR)
- Contract Administrator
- Resident Project Representative (RPR)
- Support Engineers to assist with construction observation, documentation, answer questions, confirm criteria, review submittals, respond to RFIs, review change orders, evaluate differing site conditions, etc.
- Construction Field Technicians, as necessary, to support the RPR with quality assurance observation and testing

The management of the project engineering team will be the responsibility of the Project Manager, and the Project Manager will also be the liaison with the Town. The Project Engineer / Engineer-of-Record (EOR) will be professionally responsible for evaluating the construction's conformance with the approved design documents. Our Project Engineer, Contract Administrator, and/or their designated representative(s) will make bi-weekly site visits and attend on-site progress meetings with the Town and the selected Contractor. We have allocated 20 hours per month on average for these site visits and meetings plus additional general coordination with our RPR and the selected Contractor and technical reviews. We have also allocated an additional 4 hours per week for routine project management activities.

Administrative issues pertaining to the Contract Documents, including Requests for Interpretation (RFIs), pay requests, work directives, change orders, shop drawings, submittals, and managing paperwork flow to the proper engineer review team, will be coordinated through and by the Contract Administrator. The Contract Administrator is budgeted for 8 to 10 hours per week for the duration of construction.

Support Engineers will be available to our project team to review submittals from the Contractor for items like dewatering, excavation, foundation anchors, reservoir drain gate/valve installation, concrete batching, concrete placement (steel tying, formwork, concrete pumping, and consolidation), reservoir drain gate/valve testing and commissioning, test data review, and other engineering aspects of the project.

Support engineering site visits are also anticipated to observe key aspects of construction and to assist the project team with unforeseen issues, clarify design intent, and resolve acceptability of questionable work. We have allocated 12 hours per week as a combined total for engineering support. In addition, we have included four shop inspections during fabrication, including one of the bulkhead, trash rack, knife gate valve, and jet flow gate valve.

Schnabel will also provide full-time construction observation services to provide the selected Contractor with a clear understanding of the design approach and validate that activities are completed in a manner appropriate to the needs of the project. As a part of the quality assurance plan, Schnabel's RPR will provide the following services:

- Attend project coordination and construction progress meetings.
- Observe construction layout of the project.
- Take pre-construction site photographs to validate site conditions prior to the initiation of contractor activities at the site.
- Observe the selected Contractor's activities for compliance of work with the contract documents.
- Observe materials delivered to the site and compare to approved shop drawings and/or specification requirements.
- Assess performance of the work in relation to the project schedule.
- Maintain detailed log books; take photographs of all work in progress; document manpower and equipment on site; and prepare reports for concrete placements, structural modifications, and other activities at the sites.
- Provide regular contact and coordination with our EOR and designated personnel from the Town and other agencies.
- Coordinate site activities with the selected Contractor and review the selected Contractor's monthly payment estimates before they are submitted to the Town for processing.
- Manage and/or perform the required quality assurance testing and sample preparation activities in coordination with local quality assurance technicians (see below) and the selected Contractor's quality control personnel.
- Maintain record drawing information and coordinate Contractor record drawing information for use in developing complete record drawings of the projects.

In addition to the RPR and engineering support through construction, Schnabel will subcontract with a local construction testing firm to perform field and laboratory quality assurance testing services for concrete. Based on our experience with similar projects, we have assumed that technician support will be required for up to 10 full-day site visits over the course of 4 months during the construction period.

Close-Out Documents:

Project close-out documents will include final record documents prepared by Schnabel and reservoir drain operation and maintenance instructions provided by the gate/valve manufacturer. The Contract Administrator will coordinate development of the Record Drawings. He or she will consolidate our records with those maintained by the Contractor and oversee development of a final set of Record Drawings. These Record Drawings will be approved and sealed by the EOR and provided to NCDEQ Dam Safety for approval. We have assumed that the Town will provide any construction approval fees required by NCDEQ Dam Safety.

Schnabel will also provide services for construction close-out including a final walk through with the Owner and Contractor, development of punch list(s), review of final pay application, and processing of Contractor closeout submittals.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are specifically not included in our proposed scope:

- Payment of construction approval fees required by NCDEQ Dam Safety.
- Construction services other than those listed and beyond the durations discussed above.
- Preparation of a comprehensive Operation and Maintenance (O&M) Manual for the dam.
- Post-construction monitoring.

PROJECT FEES

The lump sum fee for these services is **\$467,785.96**. A detailed breakdown of this fee is included as Attachment 1. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

Breakdown of Fees

PAYMENTS

Invoices will be submitted monthly for services provided during the preceding month. A breakdown of labor hours and expenses will be provided with each invoice. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 3).

GENERAL

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town will apply to the services proposed herein. Your acceptance of this work order proposal by signing and returning one copy of this letter will form our agreement for these services. You may transmit your acceptance of this proposal electronically with the understanding that the signature on the electronic document will be considered an original signature. This work order proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and look forward to continuing to work with the Town on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



Jonathan M. Pittman, PE
Project Manager / Senior Vice President

JMP:CMJ

Attachments:

- (1) Detailed Fee Breakdown (1 sheet)
- (2) Schedule of Personnel Fees (1 sheet)
- (3) Professional Services Agreement and Terms and Conditions (5 sheets)

This work order proposal is:

ACCEPTED BY: _____ **TOWN OF LAKE LURE, NC**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

ITEM	Senior Associate/Senior Reviewer	Principal / Project Manager	Associate / Engineer of Record	Senior Engineer / Contract Administration and Engineering Support	Senior Staff Engineer / Engineering Support	Construction Resident / Senior RPR	Technician Support	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST	TRAVEL AND LIVING										Subtotal Travel Expense	Subtotal Travel Mileage	Subtotal Travel OTAs	TOTAL ALL TRAVEL & LIVING COSTS	OUTSIDE LAB TESTING COSTS		TOTAL OUTSIDE LAB COSTS (\$21.01)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS	
	Fischer	Pittman	Johnson	Smith, Khodair, Germann, Duke	TBD	TBD	Local Technician(s)			Hotel	Meals	Rental Car + Gas	Airfare	Truck	Per Diem RPR	Mileage from Greensboro (320 Miles Per Trip)	Per Diem Local Tech	(531.14) with	(531.10) with					(531.13) with	with	Concrete Lab	with	with markups		with markups
	2022 Greensboro Rates	\$ 262	\$ 285	\$ 225	\$ 190	\$ 145	\$ 140			\$ 75	\$ 130.00 Day	\$ 35.00 Day	\$ 75.00 Day	\$ 800.00 Roundtrip	\$ 750 Month	\$ 151 Day	\$ 3.995 Mile	\$ 55 Day	10% markup					10% markup	10% markup	10% markup	Cost	10% markup		
Task 01 - Construction Phase Services	204.0	80.0	340.0	683.0	76.0	900.0	100.0	2,383.00	\$ 427,038.00	24.0	36.0	18.0	9.0	4.0	90.0	10,880.0	10.0	\$ 17,823.00	\$ 7,120.96	\$ 15,554.00	\$ 40,197.96	500.0	-	\$ 550.00	\$ 40,197.96	\$ 550.00	\$ 467,785.96			
Pre-Construction Meeting (includes minutes)				12.0				24.00	\$ 4,980.00		2.0					320.0		\$ 77.00	\$ 209.44	\$ -	\$ 286.44			\$ -	\$ 286.44	\$ -	\$ 5,266.44			
Contract Administration (8 hrs/week for 5 months)				175.0				175.00	\$ 33,250.00									\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 33,250.00			
Submittal Review (Bulkhead, Trash Rack, Knife & Jet Flow Valve, Others)	96.0			56.0				252.00	\$ 56,752.00									\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 56,752.00			
Shop Inspections (Bulkhead, Trash Rack, Knife Valve, Jet Flow Valve)	48.0			48.0				192.00	\$ 41,616.00	8.0	12.0	12.0	8.0					\$ 9,636.00	\$ -	\$ -	\$ 9,636.00			\$ -	\$ 9,636.00	\$ -	\$ 51,252.00			
Periodic Site Visits / Attendance at Progress Meetings by EOR and CA (20 hrs/month for 5 months)				80.0				160.00	\$ 33,200.00	8.0	8.0				2,560.0			\$ 1,452.00	\$ 1,675.52	\$ -	\$ 3,127.52			\$ -	\$ 3,127.52	\$ -	\$ 36,327.52			
Dam Penetration, Valve Install, Startup and Commissioning	40.0			60.0				220.00	\$ 46,780.00	4.0	6.0	6.0	1.0		320.0			\$ 2,178.00	\$ 209.44	\$ -	\$ 2,387.44			\$ -	\$ 2,387.44	\$ -	\$ 49,167.44			
Construction Resident (Senior RPR) (Avg 50 hrs/week for 4 months)						900.0		900.00	\$ 126,000.00				4.0	90.0	5,760.0			\$ 3,300.00	\$ 3,769.92	\$ 14,949.00	\$ 22,018.92			\$ -	\$ 22,018.92	\$ -	\$ 148,018.92			
Construction Technician Support (Provided by Local Subconsultant - Assume 10 days on-site plus travel)							100.0	100.00	\$ 7,500.00							10.0		\$ -	\$ -	\$ 605.00	\$ 605.00	500		\$ 550.00	\$ 605.00	\$ 550.00	\$ 8,655.00			
Engineering Office Review and Support (Avg 8 hrs/wk for 5 months)	16.0			60.0		60.0		196.00	\$ 37,792.00	4.0	4.0				1,280.0			\$ 726.00	\$ 837.76	\$ -	\$ 1,563.76			\$ -	\$ 1,563.76	\$ -	\$ 39,355.76			
Project Management (4 hrs/wk for 5 months)		80.0						80.00	\$ 22,800.00									\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 22,800.00			
Completion Walkthroughs / Punchlist (Assume 2 visits)				16.0	24.0			40.00	\$ 8,160.00		4.0				640.0			\$ 154.00	\$ 418.88	\$ -	\$ 572.88			\$ -	\$ 572.88	\$ -	\$ 8,732.88			
Construction Closeout and Record Documents	4.0			8.0	16.0			44.00	\$ 8,208.00									\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 8,208.00			
								-	\$ -									\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -			
QUANTITY	204.0	80.0	340.0	683.0	76.0	900.0	100.0	2,383.00		24.0	36.0	18.0	9.0	4.0	90.0	10,880.0	10.0													
TOTAL COST	\$53,448.00	\$ 22,800.00	\$ 76,500.00	\$ 129,770.00	\$ 11,020.00	\$ 126,000.00	\$ 7,500.00	\$ 427,038.00		\$ 3,120.00	\$ 1,260.00	\$ 1,350.00	\$ 7,200.00	\$ 3,000.00	\$ 13,590.00	\$ 6,473.60	\$ 550.00	\$ 17,823.00	\$ 7,120.96	\$ 15,554.00	\$ 40,197.96	\$ 500.00	\$ -	\$ 550.00	\$ 40,197.96	\$ 550.00	\$ 467,785.96			

SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA
Effective until December 31, 2022

Senior Consultant	\$290.00/hr
Principal	285.00/hr
Senior Associate	256.00/hr
Associate	225.00/hr
Senior Engineer/Scientist	190.00/hr
Project Engineer/Scientist	165.00/hr
Construction Resident Engineer/Resident Project Representative	165.00/hr
Senior Staff Engineer/Scientist/Technologist	145.00/hr
Staff Engineer/Scientist/Technologist	125.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	119.00/hr
Senior Technician I (see note 4)	99.00/hr
Technician III (see note 4)	88.00/hr
Technician II (see note 4)	73.00/hr
Technician I (see note 4)	62.00/hr
CADD III	130.00/hr
CADD II	122.00/hr
CADD I	99.00/hr
Clerical/Admin	79.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase by four percent on January 1, 2023, and annually thereafter.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), dated as of September 12, 2018 (the "Effective Date"), is by and between the **Town of Lake Lure** (hereinafter "Client"), with an office at 2948 Memorial Highway, Lake Lure, NC 28746 and **Schnabel Engineering South, P.C.** (hereinafter "Consultant") with an office at 11-A Oak Branch Drive, Greensboro, NC 27408 (hereinafter collectively "Parties").

This Agreement is specific to services ("Services") required to rehabilitate and/or upgrade Lake Lure Dam, its hydro-electric generating facility, and appurtenances to meet NCDEQ Dam Safety requirements and extend the service life of the facility ("Project"). Services may include review of existing documents, investigation of the existing condition of the structure, analysis of existing and proposed conditions, design of repairs or modifications, bidding support, construction administration and oversight, and related services. The work will be performed in phases, and the Scope of Work, fees and method of compensation, schedule, and deliverables of service will be presented in individual Task Order Proposals for each phase. Services provided under this Agreement will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina.

In consideration of the mutual agreements herein expressed, the Parties contract, covenant, and agree as follows:

1. SCOPE OF SERVICES/COMPENSATION.

1.1 Consultant shall perform the Services set forth in individual Task Orders, which shall be governed by this Agreement. Each executed Task Order shall include the Scope of Work, fee compensation amounts and method of billing, the schedule of performance, and descriptions of the deliverables of Services..

1.2 Client shall pay Consultant for Services rendered under this Agreement on the basis set forth in each executed Task Order.

2. TERM OF AGREEMENT. Upon execution by the Parties, this Agreement shall have the Effective Date as set forth above and shall remain in force until all obligations related to the Services have been fulfilled, unless sooner terminated as provided herein.

3. ENTIRE AGREEMENT.

3.1 The Agreement between Consultant and Client consists of this Agreement, executed Task Orders, and any exhibits or attachments attached or incorporated herein. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Consultant pursuant to this Agreement are described in each executed Task Order and include the Scope of Work. Both Client and Consultant must mutually acknowledge any changes to this Agreement in writing. All work performed by Consultant on or relating to the Project is subject to the terms and limitations of this Agreement.

3.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 15, "Dispute Resolution."

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

4.1 Consultant shall perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

5.1 Client will provide rights of entry and access for Consultant to perform its Services.

5.2 Consultant will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Consultant of known or

suspected underground features in the area of the work, and Consultant will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.

5.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

6.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Consultant and Consultant's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Consultant retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Consultant will provide signed and sealed versions of the final deliverables to the Client in both hard copy and electronic format. Client may make and retain copies of them for information and reference in connection with permitting, financing, bidding and construction of renovations and facility improvements relating to the Lake Lure Dam, Hydro-electric Plant and appurtenances as addressed by this Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.

6.2 At Client's request, Client may negotiate with Consultant to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Consultant, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Consultant, and b) Client will defend, indemnify and hold harmless Consultant from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Consultant may retain copies of all documents for its files.

6.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E- Data") are provided only as an accommodation by Consultant for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Consultant from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Consultant.

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

7.1 Consultant's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Consultant's Documents, without first obtaining Consultant's prior written consent.

7.2 No third party may rely upon Consultant's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Consultant has agreed to such reliance in advance and in writing.

8. ASSIGNMENT, SUBCONTRACTING.

8.1 Neither Client nor Consultant may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.

8.2 Notwithstanding Section 8.1, Consultant may subcontract subsurface exploration, testing, and other supplemental services without notification or consent of Client.

9. TERMINATION, SUSPENSION.

9.1 Termination for Convenience. The Client may terminate this Agreement for its convenience upon twenty-one (21) days written notice to Consultant. In the event of termination for convenience, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated. Consultant shall not be reimbursed for anticipatory profits.

9.2 Termination for Cause. The Client may terminate this Agreement upon fourteen (14) days written notice may terminate this Agreement if Consultant fails to substantially perform through no fault of Client and does not commence correction of such performance within five (5) days of written notice and

diligently complete the correction thereafter. In the event of termination for fault, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to effective date of termination for which Consultant has not been previously compensated. All costs and charges incurred by Client to complete the Services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to Consultant, and to the extent such deduction is insufficient to cover such costs and charges to Client, Consultant shall be and remain liable to pay Client the amount of such excess.

9.3 Client's Failure to Pay. In the event of any failure of payment by Client when due, Consultant shall have the right to suspend work on the Project and may retain any and all work products whether prepared by Consultant or submitted to Consultant by others, until payment has been brought current. In such event, Consultant shall have no liability for any damages or losses that may result from any delay associated the suspension of work or for the withholding of work products. If Client's failure to pay continues for more than sixty (60) days, Consultant may terminate this Agreement effective upon written notice to Client.

10. ALLOCATION OF RISK.

10.1 Consultant's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Consultant under this Agreement or \$3,000,000, whichever is greater.

10.2 Client and Consultant agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.

10.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

11. INSURANCE.

11.1 Consultant shall procure and maintain for the duration of the Project and three years following, with insurance carriers reasonably acceptable to the Client, the following insurance coverage:

- (a) Commercial General Liability on an occurrence form, including coverage for premises and completed operations/products, Contractual Liability, General Aggregate per Project, "xcu" coverages
 - \$1,000,000 each occurrence
 - \$ 10,000 Medical Expenses
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- (b) Automobile Liability - Including coverage for Owned, Hired, and Non-Owned Autos
 - \$1,000,000 Combined Single Limit
- (c) Workers Compensation and Employer's Liability
 - Statutory Limits for Workers Compensation
 - \$500,000 each accident
 - \$500,000 each occurrence by disease
 - \$500,000 by disease - policy limit
- (d) Umbrella Liability – applying over all above-referenced policies
 - \$10,000,000 each occurrence
- (e) Professional Liability
 - \$3,000,000 each claim
 - \$3,000,000 annual aggregate

11.2 Additional Insured. Except for Workers Compensation and Professional Liability, policies shall include Client as Additional Insured on a primary and noncontributory basis, to include ongoing and completed operations.

12. INDEMNIFICATION.

12.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Consultant's negligent performance of its Services under this Agreement.

12.2 Indemnification of Consultant. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all claims by third parties related to services provided by Consultant under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

13. INVOICES, PAYMENTS.

13.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one percent (1%) per month or fraction thereof on past due payments under this Agreement.

13.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Consultant will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Consultant.

14. NOTICE. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

Client: Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Consultant: Schnabel Engineering South, P.C.
11-A Oak Branch Drive
Greensboro, NC 27407

or to that address which the receiving Party may from time to time give notice to the other Party in writing. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver.

15. DISPUTE RESOLUTION.

15.1 Claims, disputes, and other matters in controversy between Consultant and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.

15.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Consultant agree that venue for any litigation will be in the courts of the State of North Carolina, and Consultant and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

16. FORCE MAJEURE.

16.1 Any delay in or failure of performance of, either party to this Agreement shall not constitute a default, if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party affected, including but not limited to, acts of God or the public enemy, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, or any causes a party is unable, with reasonable diligence, to prevent; provided, however, that a party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

17. SEVERABILITY.

17.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this Agreement, on the day and year first above written.

CONSULTANT:

Schnabel Engineering South, PC

By: 

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: 

Name: Kevin J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

XI

ADJOURNMENT