

# **LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET**

Tuesday, July 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, July 11, 2023 - 5:00 PM  
Lake Lure Municipal Center



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### Agenda

**I. Call to Order**

**II. Agenda Adoption**

**III. Mayor's Communications**

**IV. Town Manager's Communications**

**V. Council Liaison Reports and Comments**

**VI. 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](mailto:ostewman@townoflakelure.com), at least one hour prior to the meeting.*

**VII. Consent Agenda**

A. Approval of the June 13, 2023 Regular Town Council Meeting Minutes and the June 28, 2023 Regular Town Council Work Session Meeting Minutes, and the June 28, 2023 Special Town Council Meeting Minutes - Page 24

B. Resolution No. 23-07-11 Approving Lake Lure Tours Concession Agreement - Page 75

*Resolution No. 23-07-11 approves a new concession agreement between the Town of Lake Lure and Lake Lure Tours. This Agreement will span from 2023 to 2033 and Lake Lure Tours will assume responsibility for all maintenance operations.*

C. Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2) - Page 98

*The ABC Store has erected two signs supported by the building walls, but only one sign is permitted under Code of Ordinances Section 36-336 (b) (1). Code of Ordinances Section 36-333 (2) exempts signs of governmental bodies from sign regulations with Zoning and Planning Board review and Council approval. The signs have been reviewed by the Zoning and Planning Board. Town Council also reviewed the signs at the June 28<sup>th</sup> work session and determined that it is appropriate to exempt the signs from regulations under 36-333 (2).*

D. Adoption of FY 23-24 Salary Grade Schedule - Page 105

*Town Council adopted the Fiscal Year (FY) 2023-2024 budget on June 28, 2023. The budget included a 6.25% cost of living adjustment (COLA). The FY 23-24 Salary Grade Schedule reflects the adopted COLA.*

E. Approval of waiver requests from the Chamber of Hickory Nut Gorge for the Dance Festival scheduled for 9/16/23 - Page 107

*The Chamber of Hickory Nut Gorge will be holding the Dance Festival on September 16, 2023. The Chamber has requested for Council approval of utilization of Town parking and authorization to charge for parking at the Morse Park/Town Hall and Arcade Building parking lots, suspension of Code of Ordinances Chapter 8 Article II: "Peddlers" and waiver of Code of Ordinances Chapter 20 Article II: "Noise Regulation."*

**VIII. Unfinished Business**

A. Lake Lure Flowering Bridge Parking Lot Request - Page 117

**IX. New Business**

A. Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover - Page 122

B. Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover - Page 126

C. Public Services Supervisor Position Description - Page 128

**X. Closed Session**

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

**XI. Adjournment**

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**III**  
**MAYOR'S**  
**COMMUNICATIONS**



**IV**  
**TOWN MANAGER'S**  
**COMMUNICATIONS**



## Town Manager Report June 2023

Below are the June 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 progress on the sewer project. Top accomplishments/project updates:

- Hydro Plant produced from May 20<sup>th</sup> to June 20<sup>th</sup>. We made an estimated \$59,000.
- The 2<sup>nd</sup> Culvert pipe replacement on Luther Burbank has been completed.
- The Old ABC store has been completely cleaned out, locks have been changed and the exterior has been painted.

**Community Development** – Director Williams reports another active month for community development. The department issued 22 permits for the month of June as compared to 60 permits in May and performed numerous follow-ups. This includes 9 Zoning, 2 Lake Structure and 3 Land Disturbance Permits.

Top accomplishments/project updates:

- Continuing to work with CDD staff to develop our Erosion and Sediment Control Program, a program that we operate as a “Local Program” for the State, to the standards that were agreed upon during our April 5<sup>th</sup> program audit. This is a big, time consuming program but I am confident that we are moving to be on track for our 4<sup>th</sup> quarter 2023 follow-up review.
- Zoning & Planning Board reviewed proposal from ABC Board to allow the “governmental signage” at the new store, in addition to the standard sign allowance. There was board agreement that the ordinance allowed the ABC logo signage to be considered as exempt signage with Town Council approval. Proposal was submitted to Town Council at the 6/28 work session where it was approved.
- Zoning & Planning also reviewed the Town’s ordinances relating to regulating on premise alcohol sales, specifically the category referenced in our Zoning ordinances as “bars, taverns, nightclubs or sale of alcoholic beverages for on-premises consumption” for the purpose of considering whether the code language should be more clearly defined and/or revised. A draft revision is being developed based upon that June 20 meeting discussion and will be reviewed at the July board meeting.

- Board of Adjustments reviewed and approved two variance requests for setback adjustments.
- Followed-up with AT&T's tower permitting team: they are completing the engineered construction drawings and plans for the tower, have a geotechnical engineering analysis scheduled for the site, and still anticipate having both their zoning and county building permit applications submitted by for approval by July 28<sup>th</sup>. Also contacted NC SHPO to confirm status of their approval. They have provided conditional approval for tower construction to begin with the requirement that the final draft of the online historic bridge informational feature be submitted to them by September 1<sup>st</sup>. That had not been received by SHPO as of June 30<sup>th</sup>. I am now attempting to communicate with the consulting firm that was hired by the tower contractor to develop that online feature, to provide me with an update.
- Maintained CDD productivity during 6/1-6/20 family leave absence of permit review specialist. (Rick Carpenter and wife have new baby girl!)

**Fire / Emergency Management** –It was still a busy month in June. Child locked in vehicle. Allergic Reaction @ CRSP. Cardiac arrest mutual aid call to Bills Creek. Rutherford County Fire Marshal's office returned the county boat that was used on 6/10 for the swim event. Two Medical Calls and a water leak call. Town council meeting. Station Maintenance. Allergic reaction call Wilson ct. Went to Morse park for Flag Day ceremony. The department responded to **46** fire/medical/rescue calls throughout the month. Firefighters completed **430** Hours of Training this month.

- Assisted the insurance investigator with the fire investigation on West Lake DR.
- Swim Event, Chimney Rock Park Call, Girl Scout Rd call, and Bolt Rd call. All were medical calls. Stood-by for the blue grass event at RBR.

**Police** – Summer traffic and tourist are keeping us busy, which is the norm for June. Officers are concentrating on boating and writing citations as necessary.

Lake Patrol Hours: **72**

Top three accomplishments in June:

- Lake Lure Officers helped with the 2023 Lure of the Lake Swim event held June 10<sup>th</sup> at the lake Lure Beach. The event and traffic in the area went well.
- Reserve Officer Dean Givens was hired as extra security for the Rumbling Bald Music Festive on June 10<sup>th</sup>. As with the swim event, there were no issues.
- The Lake Lure Flag Day event went very well and we thank Town Manager Hank Perkins for opening the ceremony for us. It was attended by Veterans who took part in placing the flags on the burn pit. Once the flags became ashes they were buried in the same spot as others in years past. Many thanks to LLFD for their help with this ceremony. The Retired Flag Box has been a part of LLPD's foyer for many years now and is appreciated by many citizens of not just Lake Lure, but surrounding areas.

**Parks, Recreation & Lake** – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Boat permit sales 2. Worked on getting online boat permit sales capability 3. Planned a volunteer work day with Bat Cave Baptist Church 4. Dittmer-Watts Nature Trails trail boss walked the trails and reported issues – 1 volunteer; 2 volunteer hours 5. Buffalo Creek Park trail boss walked the trail and reported issues – 1 volunteer; 4 volunteer hours 6. Weed Patch Mountain trail boss walked trail and reported issues – 1 volunteer; 7 volunteer hours 7. Carolina Climbers Coalition had 2 workdays to work on the new Upper Boulder’s Trail at Buffalo Creek Park – 23 volunteers; 368 volunteer hours 8. Organized a Dittmer-Watts workday on 6/8 to trim overgrowth –1 volunteer; 7 volunteer hours 9. Organized a Weed Patch Mountain workday on 6/22 to remove fallen trees and trim overgrowth –5 volunteers; 35 volunteer hours 10. Organized a Buffalo Creek Park workday on 6/27 to remove fallen trees –6 volunteers; 36 volunteer hours 11. Organized a Weed Patch Mountain workday on 6/29 to trim overgrowth –2 volunteers; 35 volunteer hours 12. Planned upcoming trail maintenance days and recruited volunteers to help 13. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage 14. Utilized volunteers to collect water samples – 4 volunteers; 20 volunteer hours 15. Attended meetings

Three notable projects/activities updates:

- Utilized a total of **766** volunteer hours
- Continued selling boat permits
- Bat Cave Baptist Church volunteers made improvements of Morse Park Picnic tables, covered shelters, and grills – 12 volunteers; 240 volunteer hour

**Finance** – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. Revenues continue to track as projected and departments also continue to efficiently use resources in regards to individual line items in the departmental budgets. In the state shared revenues, there will be a surplus in particular line items as well as local line items for zoning and community development activities.

- The Town sustained its strong financial position with an unreconciled bank balance of approximately \$9,859,891.86 for all funds other than special revenue funds (the Dam Fund) which still holds a balance of \$ 16,500,000 as well as accumulated interest of \$236,058.69-an additional \$27,000+ in interest.
- The external auditors continues to assure that the audit is near completion with a final review. A review continues of the recent (sewer project) state loan and grant funds to determine if any proceeds or expenditures are applicable during FY 2022 or the applicable fiscal year.
- Melissa Hand continues to be quite engaged in Town Hall and Finance activities as the Accounting Specialist assigned to Finance. She has offered excellent insights, provided excellent organization of records and has become very acclimated to the various process and procedures.

**Communications** – Communications Director Krejci continues her community outreach along with progress in all areas. Grant development for the town’s replacement dam remains a priority. Top Highlights:

- Completion of Boater Safety Video
- 20% increase in Website Users (20,516) in June 2023 over June 2022.
- Social Media (FaceBook): The Town of Lake Lure has 19,752 followers as of June 2023, representing a 9% increase (+1,696) over June 2022.
- Town News: Published 46 news articles with hyperlinks sent by email to 2,000+.

### **Manager / Clerk / Admin Summary**

June 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. The GMP on our sewer system work has been received from Ruby Collins. The Council scheduled a number of work sessions to review and analyze and will be deciding on the next drawdown schedule in June.

Highlights:

- Presented the Fiscal Year Lake Lure Budget on Wednesday, June 28<sup>th</sup> at the advertised public hearing. Council approved the budget following the close of the Public Hearing.
- Attended the first pre-construction meeting for the Drain Install project for the Dam.
- Finalized the Request for Proposals for the lease of the town property at 2654 Memorial Highway.  
Continued work on the grant conversion process with the Land and Water Conservation Fund (LWCF). This is a grant involving federal funding so the process is proving more complex than originally anticipated.

Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
10 GENERAL FUND						
310000 TAXES						
310100	P & I - Taxes	2,038.80	10,647.57	10,000.00	-647.57	106 %
	Account Group Total:	2,038.80	10,647.57	10,000.00	-647.57	106 %
311000 Ad Valorem Taxes-2000						
311190	AD VALOREM TAXES-2019	1,955.66	16,364.04	0.00	-16,364.04	** %
311210	AD VALOREM TAXES-2021	0.00	868.54	50,000.00	49,131.46	2 %
311213	Ad Valorem Taxes-2023	40,632.00	1,247,864.33	0.00	-1,247,864.33	** %
311214	Ad Valorem Taxes DV5-dam capital	23,676.25	725,847.19	0.00	-725,847.19	** %
311220	AD VALOREM TAX 2022-	0.00	2,333,871.87	4,361,624.00	2,027,752.13	54 %
	Account Group Total:	66,263.91	4,324,815.97	4,411,624.00	86,808.03	98 %
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	55,040.39	0.00	-55,040.39	** %
312024	ad valorem veh taxes dv5 2023	0.00	27,458.69	0.00	-27,458.69	** %
	Account Group Total:	0.00	91,278.91	114,850.00	23,571.09	79 %
332000 STATE SHARED REVENUES						
332200	Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300	Court Costs, Fees and Chrgs	8.00	320.06	550.00	229.94	58 %
332400	Utlities 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	2,025,821.61	1,750,000.00	-275,821.61	116 %
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	688,533.69	800,000.00	111,466.31	86 %
	Account Group Total:	8.00	3,034,965.94	2,850,050.00	-184,915.94	106 %
347000 LAND USE FEES						
347100	Zoning Permits	4,660.00	84,047.00	37,000.00	-47,047.00	227 %
347200	Land Disturbance Permit	320.00	2,735.00	6,000.00	3,265.00	46 %
347300	Sign Permit	0.00	243.00	500.00	257.00	49 %
347550	Vacation Rental Fees	900.00	10,800.00	10,000.00	-800.00	108 %
347600	Lake Structure Permit/LSA	-5,510.00	12,847.12	9,254.00	-3,593.12	139 %
347800	Fire Inspection	0.00	50.00	50.00	0.00	100 %
347900	Fines/Penalties - Land Use	0.00	850.00	0.00	-850.00	** %
	Account Group Total:	370.00	111,572.12	62,804.00	-48,768.12	178 %
361000 LAKE						
361201	Lake Lure Tours	0.00	51,719.00	60,000.00	8,281.00	86 %
361202	Lake Fines	985.00	4,623.00	300.00	-4,323.00	*** %
361203	Lake Comm License Fees	30,130.00	172,317.75	15,000.00	-157,317.75	*** %
361204	Boat Permits	43,879.25	449,203.85	675,000.00	225,796.15	67 %
361205	RBR CONCESSIONS	0.00	29,986.23	25,000.00	-4,986.23	120 %
361207	Cluster Mooring Fees	0.00	40,640.00	24,000.00	-16,640.00	169 %
	Account Group Total:	74,994.25	748,489.83	799,300.00	50,810.17	94 %

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
10 GENERAL FUND						
363000 BEACH						
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	1,525.00	258,891.25	310,000.00	51,108.75	84 %
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:	1,525.00	314,277.86	378,500.00	64,222.14	83 %
383000 MISCELLANEOUS REVENUES						
383100	Interest Earned on Investments	0.00	6,971.66	4,000.00	-2,971.66	174 %
383200	Beer and Wine Permits	0.00	181.15	1,000.00	818.85	18 %
383321	Fire-Rural Fire Protection	0.00	7,511.03	8,592.00	1,080.97	87 %
383410	ABC-Rents	0.00	17,333.29	16,000.00	-1,333.29	108 %
383430	Community Center Rental	100.00	-225.00	250.00	475.00	-90 %
383440	Pavilion/Gazebo Rental	800.00	15,550.00	3,500.00	-12,050.00	444 %
383450	Meadows Rental	0.00	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	60.00	230.00	200.00	-30.00	115 %
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	0.00	25,026.10	20,000.00	-5,026.10	125 %
383900	Misc Revenue	74.25	27,598.09	1,200.00	-26,398.09	*** %
383903	Town Promotional Materials	0.00	0.00	750.00	750.00	0 %
383910	Copies	0.00	79.00	500.00	421.00	16 %
383930	Recycling Collections	0.00	15,908.00	15,250.00	-658.00	104 %
	Account Group Total:	1,034.25	118,843.32	176,992.00	58,148.68	67 %
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:	146,234.21	8,881,408.34	10,338,306.00	1,456,897.66	86 %
21 Capital Reserve Fund						
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 %

Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
53 WATER AND SEWER FUND						
371000						
	371105 Chimney Rock Water	0.00	-35.00	15,000.00	15,035.00	0 %
	371300 Charges for Water	-183.39	270,286.93	330,000.00	59,713.07	82 %
	371400 Charges for Sewer	0.00	1,141,059.62	1,275,000.00	133,940.38	89 %
	371500 Taps and Connect-Water	0.00	6,930.00	5,000.00	-1,930.00	139 %
	371600 Taps and Connect-Sewer	0.00	4,620.00	5,000.00	380.00	92 %
	371700 Transfer Fee-Water/Sewer	0.00	960.00	1,000.00	40.00	96 %
	371800 W/S - Penalty and Interest	0.00	18,326.00	6,000.00	-12,326.00	305 %
	371900 W/S - Misc	46.40	359.20	0.00	-359.20	** %
	Account Group Total:	-136.99	1,442,506.75	1,637,000.00	194,493.25	88 %
383000 MISCELLANEOUS REVENUES						
	383100 Interest Earned on Investments	0.00	828.01	1,000.00	171.99	83 %
	383460 Water Tank Rental	0.00	8,240.00	12,360.00	4,120.00	67 %
	Account Group Total:	0.00	9,068.01	13,360.00	4,291.99	68 %
	Fund Total:	-136.99	1,451,574.76	1,650,360.00	198,785.24	88 %
56 ELECTRIC FUND						
372000						
	372300 Charges for Utilities-Electric	0.00	148,295.73	400,000.00	251,704.27	37 %
	Account Group Total:	0.00	148,295.73	400,000.00	251,704.27	37 %
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	148,295.73	400,150.00	251,854.27	37 %
58 Capital Sewer Project Fund						
332000 STATE SHARED REVENUES						
	332600 Powell Bill - Tax on Gas	0.00	500,000.00	0.00	-500,000.00	** %
	332605 Grant Revenue Reimbursements	0.00	1,305,192.00	0.00	-1,305,192.00	** %
	Account Group Total:	0.00	1,805,192.00	0.00	-1,805,192.00	** %
398000 TRANSFERS						
	398502 Installment Agreement Proceeds	0.00	567,061.00	0.00	-567,061.00	** %
	Account Group Total:	0.00	567,061.00	0.00	-567,061.00	** %
	Fund Total:	0.00	2,372,253.00	0.00	-2,372,253.00	** %



Fund	Account	Received		Estimated Revenue	Revenue	
		Current Month	Received YTD		To Be Received	% Received
75 CHIMNEY ROCK WATER FUND						
371000						
371300	Charges for Water	0.00	79,015.41	0.00	-79,015.41	** %
371501	WATER TAPS - CHIMNEY ROCK	0.00	2,405.00	0.00	-2,405.00	** %
371800	W/S - Penalty and Interest	250.00	4,050.00	0.00	-4,050.00	** %
	Account Group Total:	250.00	85,470.41	0.00	-85,470.41	** %
	Fund Total:	250.00	85,470.41	0.00	-85,470.41	** %
	Grand Total:	146,347.22	12,939,002.24	13,988,816.00	1,049,813.76	92 %

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND						
410000 GENERAL GOVERNMENT						
410000 GENERAL GOVERNMENT						
214 Supplies-Dept	72.16	72.16	0.00	0.00	-72.16	*** %
751 Bank Fees	0.00	59.78	0.00	0.00	-59.78	*** %
<b>Account Total:</b>	<b>72.16</b>	<b>131.94</b>	<b>0.00</b>	<b>0.00</b>	<b>-131.94</b>	<b>*** %</b>
<b>Account Group Total:</b>	<b>72.16</b>	<b>131.94</b>	<b>0.00</b>	<b>0.00</b>	<b>-131.94</b>	<b>*** %</b>
411000 COMMISSION						
411000 COMMISSION						
102 Salaries-Part Time	1,100.00	13,200.00	13,200.00	13,200.00	0.00	100 %
109 FICA	84.15	1,009.80	1,100.00	1,100.00	90.20	92 %
214 Supplies-Dept	1,235.52	1,859.25	3,000.00	3,000.00	1,140.75	62 %
215 Supplies-Materials	231.07	9,339.61	15,000.00	15,000.00	5,660.39	62 %
310 Travel and Transportation	217.01	217.01	2,750.00	2,750.00	2,532.99	8 %
<b>Account Total:</b>	<b>2,867.75</b>	<b>25,625.67</b>	<b>35,050.00</b>	<b>35,050.00</b>	<b>9,424.33</b>	<b>73 %</b>
<b>Account Group Total:</b>	<b>2,867.75</b>	<b>25,625.67</b>	<b>35,050.00</b>	<b>35,050.00</b>	<b>9,424.33</b>	<b>73 %</b>
413000 ADMINISTRATION						
413000 ADMINISTRATION						
100 SALARIES	50,234.57	313,407.74	471,151.00	471,151.00	157,743.26	67 %
103 Professional Services	0.00	30,246.75	58,600.00	58,600.00	28,353.25	52 %
109 FICA	3,889.55	27,892.94	36,065.00	36,065.00	8,172.06	77 %
110 Retirement	9,539.57	70,077.63	85,280.00	85,280.00	15,202.37	82 %
111 Group Insurance	4,942.92	42,207.51	60,600.00	60,600.00	18,392.49	70 %
120 401 (K) Contribution	920.44	6,953.70	23,600.00	23,600.00	16,646.30	29 %
180 Legal Services	3,208.00	61,270.87	49,200.00	49,200.00	-12,070.87	125 %
190 Engineering Services	0.00	1,000.00	25,000.00	25,000.00	24,000.00	4 %
214 Supplies-Dept	855.03	17,650.47	8,000.00	8,000.00	-9,650.47	221 %
215 Supplies-Materials	0.00	2,282.95	2,300.00	2,300.00	17.05	99 %
310 Travel and Transportation	3,504.06	8,320.91	6,500.00	6,500.00	-1,820.91	128 %
320 Postage	249.65	3,505.34	4,000.00	4,000.00	494.66	88 %
322 Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
324 Dues and Subscriptions	0.00	2,540.63	6,500.00	6,500.00	3,959.37	39 %
330 Utilities	0.00	28,823.51	25,000.00	25,000.00	-3,823.51	115 %
331 Utilities-Street Lights	0.00	159.65	0.00	0.00	-159.65	*** %
350 Repairs and Maint-Buildings	800.00	53,727.08	12,500.00	70,575.00	16,847.92	76 %
353 Repairs and Maint-Equipment	0.00	1,410.25	4,000.00	4,000.00	2,589.75	35 %
370 Advertising	0.00	3,435.67	2,000.00	2,000.00	-1,435.67	172 %
490 Miscellaneous	0.00	2,892.70	0.00	0.00	-2,892.70	*** %
614 Lobbyist	0.00	50,506.00	60,000.00	60,000.00	9,494.00	84 %
687 Contractual - County Tax Collection	0.00	14,483.25	16,000.00	16,000.00	1,516.75	91 %
691 Contractual Services	1,007.00	182,502.20	73,275.00	91,975.00	-90,527.20	198 %
751 Bank Fees	0.00	213.50	0.00	0.00	-213.50	*** %
<b>Account Total:</b>	<b>79,150.79</b>	<b>925,511.25</b>	<b>1,030,771.00</b>	<b>1,107,546.00</b>	<b>182,034.75</b>	<b>84 %</b>
<b>Account Group Total:</b>	<b>79,150.79</b>	<b>925,511.25</b>	<b>1,030,771.00</b>	<b>1,107,546.00</b>	<b>182,034.75</b>	<b>84 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
420000 CENTRAL SERVICES-Technology & Telecommunications							
109 FICA		78.21	140.02	0.00	0.00	-140.02	*** %
111 Group Insurance		25.50	203.62	0.00	0.00	-203.62	*** %
214 Supplies-Dept		0.00	468.76	0.00	0.00	-468.76	*** %
321 Telephone		2,157.92	24,932.26	25,500.00	25,500.00	567.74	98 %
325 Internet Services		0.00	1,846.35	4,800.00	4,800.00	2,953.65	38 %
380 IT Support Services		0.00	18,150.18	79,720.00	79,720.00	61,569.82	23 %
527 TECH-Website Update		0.00	0.00	4,100.00	4,100.00	4,100.00	0 %
<b>Account Total:</b>		<b>2,261.63</b>	<b>45,741.19</b>	<b>114,120.00</b>	<b>114,120.00</b>	<b>68,378.81</b>	<b>40 %</b>
<b>Account Group Total:</b>		<b>2,261.63</b>	<b>45,741.19</b>	<b>114,120.00</b>	<b>114,120.00</b>	<b>68,378.81</b>	<b>40 %</b>
431000 POLICE							
431000 POLICE							
100 SALARIES		63,319.54	421,847.85	541,523.00	543,048.00	121,200.15	78 %
101 OVERTIME		0.00	829.97	5,000.00	5,000.00	4,170.03	17 %
102 Salaries-Part Time		527.63	9,489.40	35,000.00	35,000.00	25,510.60	27 %
104 Separation Allowance-Law Enforcement		2,190.24	17,521.92	20,500.00	20,500.00	2,978.08	85 %
109 FICA		4,943.31	40,052.45	46,300.00	46,300.00	6,247.55	87 %
110 Retirement		12,327.26	99,580.11	106,600.00	106,600.00	7,019.89	93 %
111 Group Insurance		8,725.56	78,716.38	94,200.00	94,200.00	15,483.62	84 %
112 Special Benefit Fund-Police		3,173.98	25,396.11	25,525.00	25,525.00	128.89	99 %
212 Supplies-Fuel		0.00	17,735.03	27,500.00	27,500.00	9,764.97	64 %
214 Supplies-Dept		305.30	18,054.14	12,000.00	12,000.00	-6,054.14	150 %
215 Supplies-Materials		0.00	1,590.58	0.00	0.00	-1,590.58	*** %
217 Supplies-Uniforms		460.05	11,398.31	10,000.00	10,000.00	-1,398.31	114 %
220 Alcohol & Drug Ed.		0.00	341.95	1,000.00	1,000.00	658.05	34 %
310 Travel and Transportation		0.00	2,166.16	2,500.00	2,500.00	333.84	87 %
324 Dues and Subscriptions		0.00	6,868.08	6,300.00	6,300.00	-568.08	109 %
330 Utilities		0.00	4,024.86	0.00	0.00	-4,024.86	*** %
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	0 %
353 Repairs and Maint-Equipment		1,621.32	3,928.59	3,750.00	3,750.00	-178.59	105 %
354 Repairs and Maint-Vehicles		2,765.65	32,819.66	25,000.00	33,000.00	180.34	99 %
490 Miscellaneous		0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
524 Computers		0.00	9,549.16	10,000.00	10,000.00	450.84	95 %
691 Contractual Services		0.00	4,338.50	20,050.00	20,050.00	15,711.50	22 %
<b>Account Total:</b>		<b>100,359.84</b>	<b>810,274.07</b>	<b>994,248.00</b>	<b>1,003,773.00</b>	<b>193,498.93</b>	<b>81 %</b>
<b>Account Group Total:</b>		<b>100,359.84</b>	<b>810,274.07</b>	<b>994,248.00</b>	<b>1,003,773.00</b>	<b>193,498.93</b>	<b>81 %</b>
434000 FIRE							
434000 FIRE							
100 SALARIES		48,176.54	293,785.12	360,453.00	360,453.00	66,667.88	82 %
101 OVERTIME		0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
102 Salaries-Part Time		10,180.50	21,972.75	35,000.00	35,000.00	13,027.25	63 %
109 FICA		4,329.16	27,747.39	31,795.00	31,795.00	4,047.61	87 %
110 Retirement		9,243.67	66,867.26	67,800.00	67,800.00	932.74	99 %
111 Group Insurance		6,105.96	54,786.85	66,200.00	66,200.00	11,413.15	83 %
120 401 (K) Contribution		1,803.56	13,137.29	18,723.00	18,723.00	5,585.71	70 %
212 Supplies-Fuel		365.67	12,948.47	20,000.00	20,000.00	7,051.53	65 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
214	Supplies-Dept	310.24	4,215.64	3,000.00	3,000.00	-1,215.64	141 %
215	Supplies-Materials	310.52	8,868.60	9,000.00	9,000.00	131.40	99 %
217	Supplies-Uniforms	0.00	1,818.84	4,000.00	4,000.00	2,181.16	45 %
218	Supplies-Equipment	0.00	9,273.90	20,000.00	20,000.00	10,726.10	46 %
310	Travel and Transportation	0.00	4,380.07	5,000.00	5,000.00	619.93	88 %
324	Dues and Subscriptions	312.00	14,042.25	8,100.00	8,100.00	-5,942.25	173 %
330	Utilities	482.42	6,979.42	11,500.00	11,500.00	4,520.58	61 %
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	1,262.86	9,174.07	15,000.00	15,000.00	5,825.93	61 %
354	Repairs and Maint-Vehicles	9,741.17	57,762.94	20,000.00	20,000.00	-37,762.94	289 %
490	Miscellaneous	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
514	Protective Clothing	0.00	13,760.00	14,000.00	14,000.00	240.00	98 %
553	RADIO REPLACEMENT	49.00	297.00	10,000.00	10,000.00	9,703.00	3 %
691	Contractual Services	0.00	274.23	0.00	0.00	-274.23	*** %
693	Fairfield Volunteer Fire Dept	0.00	67,000.00	67,000.00	67,000.00	0.00	100 %
694	Chimney Rock Volunteer Fire Dept	0.00	35,000.00	35,000.00	35,000.00	0.00	100 %
695	Bills Creek Volunteer Fire Dept	0.00	42,800.00	42,800.00	42,800.00	0.00	100 %
	<b>Account Total:</b>	<b>92,673.27</b>	<b>776,753.64</b>	<b>892,371.00</b>	<b>892,371.00</b>	<b>115,617.36</b>	<b>87 %</b>
<b>Account Group Total:</b>							
451000	PUBLIC WORKS-STREETS	<b>92,673.27</b>	<b>776,753.64</b>	<b>892,371.00</b>	<b>892,371.00</b>	<b>115,617.36</b>	<b>87 %</b>
451000 PUBLIC WORKS-STREETS							
100	SALARIES	27,723.95	206,542.81	400,816.00	400,816.00	194,273.19	52 %
101	OVERTIME	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
109	FICA	2,102.52	16,852.76	31,392.00	31,392.00	14,539.24	54 %
110	Retirement	5,264.79	42,210.93	72,010.00	72,010.00	29,799.07	59 %
111	Group Insurance	4,335.90	40,157.76	77,220.00	77,220.00	37,062.24	52 %
120	401 (K) Contribution	1,155.71	9,407.80	20,555.00	20,555.00	11,147.20	46 %
211	Supplies-Automotive	0.00	18,042.81	25,000.00	25,000.00	6,957.19	72 %
212	Supplies-Fuel	0.00	975.56	0.00	0.00	-975.56	*** %
214	Supplies-Dept	0.00	753.82	1,200.00	1,200.00	446.18	63 %
215	Supplies-Materials	3,091.56	18,581.66	35,000.00	35,000.00	16,418.34	53 %
217	Supplies-Uniforms	125.90	5,506.35	8,000.00	8,000.00	2,493.65	69 %
310	Travel and Transportation	0.00	111.40	500.00	500.00	388.60	22 %
330	Utilities	0.00	766.19	0.00	0.00	-766.19	*** %
331	Utilities-Street Lights	0.00	10,128.80	15,000.00	15,000.00	4,871.20	68 %
334	Utilities-Buildings	0.00	6,159.75	11,500.00	11,500.00	5,340.25	54 %
350	Repairs and Maint-Buildings	2,033.75	5,391.42	25,000.00	25,000.00	19,608.58	22 %
351	Repairs and Maint-Grounds	257.76	7,820.63	12,000.00	12,000.00	4,179.37	65 %
352	Repairs and Maint-Dam	2,385.04	3,352.71	0.00	0.00	-3,352.71	*** %
353	Repairs and Maint-Equipment	17,055.36	34,040.96	30,000.00	30,000.00	-4,040.96	113 %
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 %
	<b>Account Total:</b>	<b>65,532.24</b>	<b>435,275.01</b>	<b>804,193.00</b>	<b>804,193.00</b>	<b>368,917.99</b>	<b>54 %</b>
	<b>Account Group Total:</b>	<b>65,532.24</b>	<b>435,275.01</b>	<b>804,193.00</b>	<b>804,193.00</b>	<b>368,917.99</b>	<b>54 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
472000 SANITATION							
472000 SANITATION							
	691 Contractual Services	29,830.00	178,980.00	177,000.00	179,400.00	420.00	100 %
	692 Contractual Services-Recycling	3,072.00	17,960.00	14,400.00	14,400.00	-3,560.00	125 %
	696 Tipping Fees	5,770.00	34,680.76	38,000.00	38,000.00	3,319.24	91 %
	<b>Account Total:</b>	<b>38,672.00</b>	<b>231,620.76</b>	<b>229,400.00</b>	<b>231,800.00</b>	<b>179.24</b>	<b>100 %</b>
	<b>Account Group Total:</b>	<b>38,672.00</b>	<b>231,620.76</b>	<b>229,400.00</b>	<b>231,800.00</b>	<b>179.24</b>	<b>100 %</b>
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 %
	<b>Account Total:</b>	<b>0.00</b>	<b>9,493.94</b>	<b>23,000.00</b>	<b>23,000.00</b>	<b>13,506.06</b>	<b>41 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>9,493.94</b>	<b>23,000.00</b>	<b>23,000.00</b>	<b>13,506.06</b>	<b>41 %</b>
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
	100 SALARIES	6,172.88	45,761.54	63,100.00	63,100.00	17,338.46	73 %
	109 FICA	490.25	3,623.38	4,800.00	4,800.00	1,176.62	75 %
	110 Retirement	1,172.22	8,938.51	11,400.00	11,400.00	2,461.49	78 %
	111 Group Insurance	872.28	7,902.35	9,500.00	9,500.00	1,597.65	83 %
	120 401 (K) Contribution	308.65	2,358.15	3,300.00	3,300.00	941.85	71 %
	212 Supplies-Fuel	45.21	45.21	0.00	0.00	-45.21	*** %
	214 Supplies-Dept	0.00	436.07	0.00	0.00	-436.07	*** %
	585 Community Branding	20,533.00	31,464.84	15,500.00	45,500.00	14,035.16	69 %
	<b>Account Total:</b>	<b>29,594.49</b>	<b>100,530.05</b>	<b>107,600.00</b>	<b>137,600.00</b>	<b>37,069.95</b>	<b>73 %</b>
	<b>Account Group Total:</b>	<b>29,594.49</b>	<b>100,530.05</b>	<b>107,600.00</b>	<b>137,600.00</b>	<b>37,069.95</b>	<b>73 %</b>
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
	100 SALARIES	27,733.91	153,453.37	279,601.00	279,601.00	126,147.63	55 %
	109 FICA	2,046.44	12,029.74	21,227.00	21,227.00	9,197.26	57 %
	110 Retirement	5,168.03	30,253.64	50,500.00	50,500.00	20,246.36	60 %
	111 Group Insurance	3,426.81	21,388.46	38,410.00	38,410.00	17,021.54	56 %
	120 401 (K) Contribution	372.39	2,979.12	13,930.00	13,930.00	10,950.88	21 %
	180 Legal Services	2,000.00	13,255.80	20,000.00	20,000.00	6,744.20	66 %
	212 Supplies-Fuel	770.40	1,148.02	1,000.00	1,000.00	-148.02	115 %
	214 Supplies-Dept	0.00	111.84	5,500.00	5,500.00	5,388.16	2 %
	310 Travel and Transportation	567.61	2,299.54	4,000.00	4,000.00	1,700.46	57 %
	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	0 %
	410 RENTS	0.00	16,909.64	18,000.00	18,000.00	1,090.36	94 %
	691 Contractual Services	0.00	1,500.00	17,000.00	17,000.00	15,500.00	9 %
	<b>Account Total:</b>	<b>42,085.59</b>	<b>255,389.17</b>	<b>471,168.00</b>	<b>471,168.00</b>	<b>215,778.83</b>	<b>54 %</b>
	<b>Account Group Total:</b>	<b>42,085.59</b>	<b>255,389.17</b>	<b>471,168.00</b>	<b>471,168.00</b>	<b>215,778.83</b>	<b>54 %</b>

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND						
500000 HUMAN SERVICES						
500000 HUMAN SERVICES	0.00	31,135.54	0.00	0.00	-31,135.54	*** %
500 CAPITAL OUTLAY	0.00	31,135.54	0.00	0.00	-31,135.54	*** %
<b>Account Total:</b>						
<b>Account Group Total:</b>						
613000 PARKS, RECREATION & LAKE						
613000 PARKS, RECREATION & LAKE	32,813.94	229,728.70	280,000.00	280,000.00	50,271.30	82 %
100 SALARIES	677.25	2,331.01	0.00	0.00	-2,331.01	*** %
102 Salaries-Part Time	2,429.16	18,858.65	22,500.00	22,500.00	3,641.35	84 %
109 FICA	6,295.82	49,747.84	51,000.00	51,000.00	1,252.16	98 %
110 Retirement	5,233.68	43,467.40	57,000.00	57,000.00	13,532.60	76 %
111 Group Insurance	1,637.25	12,964.09	14,000.00	14,000.00	1,035.91	93 %
120 401 (K) Contribution	1,375.07	10,662.01	15,000.00	15,000.00	4,337.99	71 %
212 Supplies-Fuel	0.00	4,980.05	12,000.00	12,000.00	7,019.95	42 %
213 Supplies-Boat Fuel & Supplies	0.00	2,428.62	5,000.00	5,000.00	2,571.38	49 %
214 Supplies-Dept	805.43	8,333.69	25,000.00	25,000.00	16,666.31	33 %
215 Supplies-Materials	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
216 Supplies-Fish Purchase	0.00	1,144.87	1,500.00	1,500.00	355.13	76 %
217 Supplies-Uniforms	0.00	5,736.68	6,500.00	6,500.00	763.32	88 %
219 Boat and Fishing Permits	0.00	1,549.55	2,000.00	2,000.00	450.45	77 %
310 Travel and Transportation	0.00	1,197.80	6,700.00	6,700.00	5,502.20	18 %
330 Utilities	0.00	195.81	0.00	0.00	-195.81	*** %
331 Utilities-Street Lights	0.00	67.78	0.00	0.00	-67.78	*** %
333 Utilities-Boat House and Range	0.00	4,193.07	3,500.00	3,500.00	-693.07	120 %
335 Flowering Bridge Lighting	11,001.12	76,035.11	100,000.00	100,000.00	23,964.89	76 %
351 Repairs and Maint-Grounds	64.01	64.01	0.00	0.00	-64.01	*** %
352 Repairs and Maint-Dam	4,015.91	11,862.38	14,000.00	14,000.00	2,137.62	85 %
353 Repairs and Maint-Equipment	1,573.00	98,902.09	40,500.00	40,500.00	-58,402.09	244 %
691 Contractual Services	0.00	53,041.84	0.00	0.00	-53,041.84	*** %
697 Dredging & Debris Removal	67,921.64	637,493.05	664,200.00	664,200.00	26,706.95	96 %
<b>Account Total:</b>						
<b>Account Group Total:</b>						
615000 BEACH & MARINA	67,921.64	637,493.05	664,200.00	664,200.00	26,706.95	96 %
615000 BEACH & MARINA						
214 Supplies-Dept	0.00	1,750.00	2,000.00	2,000.00	250.00	88 %
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	12,762.64	10,200.00	10,200.00	-2,562.64	125 %
353 Repairs and Maint-Equipment	0.00	1,740.03	1,300.00	1,300.00	-440.03	134 %
<b>Account Total:</b>						
<b>Account Group Total:</b>						
617000 GOLF	917.72	16,594.67	17,500.00	17,500.00	905.33	95 %
617000 GOLF						
350 Repairs and Maint-Buildings	0.00	35.00	0.00	0.00	-35.00	*** %
<b>Account Total:</b>						
<b>Account Group Total:</b>						

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
713000 WATER							
713000 WATER							
	353 Repairs and Maint-Equipment	341.43	202.53	0.00	0.00	-202.53	*** %
	<b>Account Total:</b>	<b>341.43</b>	<b>202.53</b>	<b>0.00</b>	<b>0.00</b>	<b>-202.53</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>341.43</b>	<b>202.53</b>	<b>0.00</b>	<b>0.00</b>	<b>-202.53</b>	<b>*** %</b>
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	504 VEHICLES	0.00	51,542.50	0.00	0.00	-51,542.50	*** %
	506 HVAC System/Police	13,430.00	28,848.23	15,000.00	15,000.00	-13,848.23	192 %
	516 PUBLIC SERVICES BLDG	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	522 Pool Creek Bridge Light Replacement	0.00	14,380.00	10,000.00	10,000.00	-4,380.00	144 %
	530 P&R-Mower	0.00	2,650.00	18,000.00	18,000.00	15,350.00	15 %
	541 POLICE-Vehicles	0.00	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	0 %
	550 Other Equipment	0.00	187,584.92	42,504.00	155,000.00	-32,584.92	121 %
	555 PW Storage Bldg	0.00	0.00	450,000.00	450,000.00	450,000.00	0 %
	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	0 %
	592 PW-Street Paving	117,075.00	163,397.60	150,000.00	174,000.00	10,602.40	94 %
	697 Dredging & Debris Removal	108,006.00	877,232.46	1,000,000.00	1,000,000.00	122,767.54	88 %
	<b>Account Total:</b>	<b>238,511.00</b>	<b>1,610,289.07</b>	<b>2,359,064.00</b>	<b>2,495,560.00</b>	<b>885,270.93</b>	<b>65 %</b>
	<b>Account Group Total:</b>	<b>238,511.00</b>	<b>1,610,289.07</b>	<b>2,359,064.00</b>	<b>2,495,560.00</b>	<b>885,270.93</b>	<b>65 %</b>
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	504 VEHICLES	0.00	42,398.61	44,500.00	44,500.00	2,101.39	95 %
	531 FIRE-Fire Engine	0.00	0.00	46,300.00	46,300.00	46,300.00	0 %
	541 POLICE-Vehicles	0.00	9,095.06	17,225.00	17,225.00	8,129.94	53 %
	550 Other Equipment	0.00	51,481.85	144,500.00	144,500.00	93,018.15	36 %
	561 Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	0 %
	573 Barge/Excavator	0.00	137,711.21	0.00	0.00	-137,711.21	*** %
	700 DEBT SERVICE	0.00	1,432.10	0.00	0.00	-1,432.10	*** %
	720 Bond Interest	0.00	23,170.37	58,500.00	58,500.00	35,329.63	40 %
	<b>Account Total:</b>	<b>0.00</b>	<b>265,289.20</b>	<b>412,925.00</b>	<b>412,925.00</b>	<b>147,635.80</b>	<b>64 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>265,289.20</b>	<b>412,925.00</b>	<b>412,925.00</b>	<b>147,635.80</b>	<b>64 %</b>
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	173,114.70	165,000.00	165,000.00	-8,114.70	105 %
	751 Bank Fees	0.00	36.50	2,500.00	2,500.00	2,463.50	1 %
	<b>Account Total:</b>	<b>0.00</b>	<b>177,362.65</b>	<b>172,500.00</b>	<b>172,500.00</b>	<b>-4,862.65</b>	<b>103 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>177,362.65</b>	<b>172,500.00</b>	<b>172,500.00</b>	<b>-4,862.65</b>	<b>103 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
980000 TRANSFERS							
980000 TRANSFERS	967 Transfer to Capital Reserve Fund	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>0 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>0 %</b>
	<b>Fund Total:</b>	<b>760,961.55</b>	<b>6,354,748.40</b>	<b>9,928,110.00</b>	<b>10,183,306.00</b>	<b>3,828,557.60</b>	<b>62 %</b>
21 Capital Reserve Fund							
980000 TRANSFERS							
980000 TRANSFERS	958 Transfer to Fund Balance	0.00	0.00	1,150,000.00	1,150,000.00	1,150,000.00	0 %
	966 Transfer To General	0.00	0.00	450,000.00	450,000.00	450,000.00	0 %
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>0 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>0 %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>0 %</b>
22 DAM Capital Projects Fund							
714000 SEWER							
714000 SEWER	190 Engineering Services	0.00	43,355.20	0.00	0.00	-43,355.20	*** %
	<b>Account Total:</b>	<b>0.00</b>	<b>43,355.20</b>	<b>0.00</b>	<b>0.00</b>	<b>-43,355.20</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>43,355.20</b>	<b>0.00</b>	<b>0.00</b>	<b>-43,355.20</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>43,355.20</b>	<b>0.00</b>	<b>0.00</b>	<b>-43,355.20</b>	<b>*** %</b>
53 WATER AND SEWER FUND							
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	20.00	460.00	4,000.00	4,000.00	3,540.00	12 %
	324 Dues and Subscriptions	0.00	160.00	2,000.00	2,000.00	1,840.00	8 %
	330 Utilities	0.00	13,501.69	15,000.00	15,000.00	1,498.31	90 %
	350 Repairs and Maint-Buildings	923.89	13,502.90	20,000.00	20,000.00	6,497.10	68 %
	354 Repairs and Maint-Equipments	0.00	27,718.60	30,000.00	30,000.00	2,281.40	92 %
	354 Repairs and Maint-Vehicles	0.00	111.19	0.00	0.00	-111.19	*** %
	358 Repairs and Maint-Lines	6,720.00	6,720.00	18,000.00	18,000.00	11,280.00	37 %
	430 Equipment Rental	0.00	0.00	500.00	500.00	500.00	0 %
	691 Contractual Services	810.00	22,315.11	20,000.00	20,000.00	-2,315.11	112 %
	<b>Account Total:</b>	<b>8,473.89</b>	<b>84,912.45</b>	<b>124,500.00</b>	<b>124,500.00</b>	<b>39,587.55</b>	<b>68 %</b>
	<b>Account Group Total:</b>	<b>8,473.89</b>	<b>84,912.45</b>	<b>124,500.00</b>	<b>124,500.00</b>	<b>39,587.55</b>	<b>68 %</b>



Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
53 WATER AND SEWER FUND							
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	88,795.09	180,000.00	180,000.00	91,204.91	49 %
217 Supplies-Uniforms		0.00	199.80	0.00	0.00	-199.80	*** %
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	10,573.71	16,000.00	16,000.00	5,426.29	66 %
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	23,394.87	45,000.00	45,000.00	21,605.13	52 %
355 Repairs and Maint-Collection System,		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 Hauling		0.00	69,320.77	160,000.00	160,000.00	90,679.23	43 %
691 Contractual Services		70.00	37,942.15	79,000.00	79,000.00	41,057.85	48 %
699 Contractual Services-WWTP Operator		0.00	11,277.19	40,000.00	40,000.00	28,722.81	28 %
<b>Account Total:</b>		<b>70.00</b>	<b>411,045.86</b>	<b>576,800.00</b>	<b>731,800.00</b>	<b>320,754.14</b>	<b>56 %</b>
<b>Account Group Total:</b>		<b>70.00</b>	<b>411,045.86</b>	<b>576,800.00</b>	<b>731,800.00</b>	<b>320,754.14</b>	<b>56 %</b>
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
330 Utilities		0.00	27.95	0.00	0.00	-27.95	*** %
<b>Account Total:</b>		<b>0.00</b>	<b>27.95</b>	<b>0.00</b>	<b>0.00</b>	<b>-27.95</b>	<b>*** %</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>27.95</b>	<b>0.00</b>	<b>0.00</b>	<b>-27.95</b>	<b>*** %</b>
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
511 WATER METERS		0.00	160,857.29	200,000.00	200,000.00	39,142.71	80 %
547 CAMERAS/CAMERAS		0.00	0.00	8,500.00	8,500.00	8,500.00	0 %
557 FIREFLY COVE SYSTEM		0.00	0.00	250,000.00	250,000.00	250,000.00	0 %
<b>Account Total:</b>		<b>0.00</b>	<b>160,857.29</b>	<b>458,500.00</b>	<b>458,500.00</b>	<b>297,642.71</b>	<b>35 %</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>160,857.29</b>	<b>458,500.00</b>	<b>458,500.00</b>	<b>297,642.71</b>	<b>35 %</b>
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	0 %
720 Bond Interest		0.00	0.00	5,160.00	5,160.00	5,160.00	0 %
<b>Account Total:</b>		<b>0.00</b>	<b>2,579.49</b>	<b>125,105.00</b>	<b>125,105.00</b>	<b>122,525.51</b>	<b>2 %</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>2,579.49</b>	<b>125,105.00</b>	<b>125,105.00</b>	<b>122,525.51</b>	<b>2 %</b>
980000 TRANSFERS							
980000 TRANSFERS							
958 Transfer to Fund Balance		0.00	0.00	365,455.00	365,455.00	365,455.00	0 %
<b>Account Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>365,455.00</b>	<b>365,455.00</b>	<b>365,455.00</b>	<b>0 %</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>365,455.00</b>	<b>365,455.00</b>	<b>365,455.00</b>	<b>0 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
<b>Fund Total:</b>							
56 ELECTRIC FUND		8,543.89	659,423.04	1,650,360.00	1,805,360.00	1,145,936.96	37 %
72000							
72000							
	353 Repairs and Maint-Equipment	0.00	48.32	0.00	0.00	-48.32	*** %
	<b>Account Total:</b>	<b>0.00</b>	<b>48.32</b>	<b>0.00</b>	<b>0.00</b>	<b>-48.32</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>48.32</b>	<b>0.00</b>	<b>0.00</b>	<b>-48.32</b>	<b>*** %</b>
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
	100 SALARIES	25,960.77	186,390.87	87,500.00	87,500.00	-98,890.87	213 %
	103 Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	109 FICA	1,920.93	15,620.48	6,950.00	6,950.00	-8,670.48	225 %
	110 Retirement	4,929.96	39,356.61	15,000.00	15,000.00	-24,356.61	262 %
	111 Group Insurance	2,616.84	23,374.57	10,000.00	10,000.00	-13,374.57	234 %
	120 401 (K) Contribution	892.17	7,137.36	4,313.00	4,313.00	-2,824.36	165 %
	212 Supplies-Fuel	0.00	5,792.70	6,000.00	6,000.00	207.30	97 %
	214 Supplies-Dept	0.00	356.19	6,200.00	6,200.00	5,843.81	6 %
	320 Postage	0.00	44.32	0.00	0.00	-44.32	*** %
	321 Telephone	2,308.15	3,555.44	3,000.00	3,000.00	-555.44	119 %
	330 Utilities	0.00	3,223.17	6,000.00	6,000.00	2,776.83	54 %
	350 Repairs and Maint-Buildings	0.00	2,703.45	15,000.00	15,000.00	12,296.55	18 %
	351 Repairs and Maint-Grounds	0.00	1,135.71	0.00	0.00	-1,135.71	*** %
	352 Repairs and Maint-Dam	0.00	219.98	0.00	0.00	-219.98	*** %
	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 %
	<b>Account Total:</b>	<b>38,628.82</b>	<b>293,498.99</b>	<b>281,963.00</b>	<b>281,963.00</b>	<b>-11,535.99</b>	<b>104 %</b>
	<b>Account Group Total:</b>	<b>38,628.82</b>	<b>293,498.99</b>	<b>281,963.00</b>	<b>281,963.00</b>	<b>-11,535.99</b>	<b>104 %</b>
980000 TRANSFERS							
980000 TRANSFERS							
	958 Transfer to Fund Balance	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>118,187.00</b>	<b>118,187.00</b>	<b>118,187.00</b>	<b>0 %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>118,187.00</b>	<b>118,187.00</b>	<b>118,187.00</b>	<b>0 %</b>
	<b>Fund Total:</b>	<b>38,628.82</b>	<b>293,547.31</b>	<b>400,150.00</b>	<b>400,150.00</b>	<b>106,602.69</b>	<b>73 %</b>
58 Capital Sewer Project Fund							
713000 WATER							
713000 WATER							
	190 Engineering Services	0.00	21,850.00	0.00	0.00	-21,850.00	*** %
	<b>Account Total:</b>	<b>0.00</b>	<b>21,850.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-21,850.00</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>21,850.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-21,850.00</b>	<b>*** %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
58	Capital Sewer Project Fund						
714000	SEWER						
714000	SEWER						
	190 Engineering Services	0.00	957,635.53	0.00	0.00	-957,635.53	*** %
	212 Supplies-Fuel	0.00	19,929.83	0.00	0.00	-19,929.83	*** %
	573 Barge/Excavator	0.00	550,885.12	0.00	0.00	-550,885.12	*** %
	635 Contract for Design Build -Sewer	0.00	640,000.00	0.00	0.00	-640,000.00	*** %
	691 Contractual Services	0.00	398,146.87	0.00	0.00	-398,146.87	*** %
	760 Closing Cost	0.00	45,686.00	0.00	0.00	-45,686.00	*** %
	<b>Account Total:</b>	<b>0.00</b>	<b>2,612,283.35</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,612,283.35</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>2,612,283.35</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,612,283.35</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>0.00</b>	<b>2,634,133.35</b>	<b>0.00</b>	<b>0.00</b>	<b>-2,634,133.35</b>	<b>*** %</b>
75	CHIMNEY ROCK WATER FUND						
713000	WATER						
713000	WATER						
	214 Supplies-Dept	0.00	1,637.50	0.00	0.00	-1,637.50	*** %
	320 Postage	0.00	537.65	0.00	0.00	-537.65	*** %
	968 Payments to Chimney Rock Water Works	5,958.78	64,807.62	0.00	0.00	-64,807.62	*** %
	<b>Account Total:</b>	<b>5,958.78</b>	<b>66,982.77</b>	<b>0.00</b>	<b>0.00</b>	<b>-66,982.77</b>	<b>*** %</b>
	<b>Account Group Total:</b>	<b>5,958.78</b>	<b>66,982.77</b>	<b>0.00</b>	<b>0.00</b>	<b>-66,982.77</b>	<b>*** %</b>
	<b>Fund Total:</b>	<b>5,958.78</b>	<b>66,982.77</b>	<b>0.00</b>	<b>0.00</b>	<b>-66,982.77</b>	<b>*** %</b>
	<b>Grand Total:</b>	<b>814,093.04</b>	<b>10,052,190.07</b>	<b>13,578,620.00</b>	<b>13,988,816.00</b>	<b>3,936,625.93</b>	<b>72 %</b>

**V**  
**COUNCIL LIAISON**  
**REPORTS AND**  
**COMMENTS**

# VI

## 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](mailto:ostewman@townoflakelure.com), at least one hour prior to the meeting.*

# VII

# CONSENT AGENDA

- A. Approval of the June 13, 2023 Regular Town Council Meeting Minutes and the June 28, 2023 Regular Town Council Work Session Meeting Minutes, and the June 28, 2023 Special Town Council Meeting Minutes
- B. Resolution No. 23-07-11 Approving Lake Lure Tours Concession Agreement
- C. Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2)
- D. Adoption of FY 23-24 Salary Grade Schedule
- E. Approval of waiver requests from the Chamber of Hickory Nut Gorge for the Dance Festival scheduled for 9/16/23



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL HELD  
TUESDAY, JUNE 13, 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 Patrick Bryant

William Morgan, Jr., Town Attorney  
William Hank Perkins, Jr., Town Manager  
Stephen Ford, Finance Director  
Michael Dydula, Project Manager  
Michael Williams, Community Development Director  
Laura Krejci, Communications Director

**ABSENT:** Commissioner Jim Proctor

**I. CALL TO ORDER**

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

**II. APPROVE THE AGENDA**

Commissioner Doster added New Business D to Discuss Town Property.

Commissioner Bryant made a motion to approve the agenda, as amended. Commissioner Doster seconded and the motion carried 4-0.

**III. MAYOR'S COMMUNICATIONS**

Mayor Pritchett thanked all individuals in attendance.

**IV. TOWN MANAGER COMMUNICATIONS**

Town Manager Hank Perkins summarized highlights from his Manager's Report for May (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 Board of Adjustment / Lake Structure Appeals Board and the Lake Advisory Board.

Commissioner Patrick Bryant noted Commissioner Proctor was not able to attend tonight's meeting, but that the activities of the Parks and Recreation Board are listed in the Manager's report.

## **VI. PUBLIC COMMENT**

Mayor Carol C. Pritchett invited the audience to speak.

Debi Warren, 138 Yacht Island Drive, noted that that she is the board chair for the Olympiad and announced that the Lured of the Lake Swim event was hosted this week and there were 103 visitors. Ms. Warren thanked Town staff and Beach staff for their help with the event. Ms. Warren mentioned that the Olympiad is partnering with Old Rock Café this Saturday and part of Old Rock's proceeds will go towards the Olympiad. Ms. Warren stated that the Olympiad will hold a three day event in August.

There were no further comments from the public.

## **VII. CONSENT AGENDA**

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

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

- A. Approval of the May 9, 2023 Regular Town Council Meeting Minutes, the May 10, 2023 Special Meeting Minutes, the May 17, 2023 Special Meeting Minutes, the May 24, 2023 Regular Town Council Work Session Meeting Minutes, the May 24, 2023 Special Meeting Minutes, and the June 5, 2023 Special Meeting Minutes
- B. Resolution No. 23-06-13 Adopting New Procurement Policy
- C. Resolution No. 23-06-13A Adopting Credit Card Policy



- D. Approval of Amendments to the Rutherford County Tourism Development Authority (TDA) Lease
- E. Approval of Waivers and Suspensions Requests for the Cycle NC Event Scheduled for August 4, 2023 to August 6, 2023

**RESOLUTION NO. 23-06-13**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE ADOPTING NEW PROCUREMENT POLICY**

**WHEREAS**, the Town of Lake Lure adopted a procurement policy in 2018 which proved to be impractical; and

**WHEREAS**, the Town should adhere to a procurement policy that is practical, comprehensive to both purchase and contracting, and up to date with all available resource guidance; and

**WHEREAS**, the Town of Lake Lure has drafted a procurement policy that establishes viable bidding and purchasing guidelines, follows state law, and fits the principles of the Town.

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

**SECTION ONE.** The Town of Lake Lure Town Council hereby voids the 2018 procurement policy and adopts a new procurement policy, as follows:

**1.0 Policy Purpose**

This policy is intended to be a guide to all Town of Lake Lure Government employees responsible for obtaining apparatus, supplies, materials, equipment, and services. The intent is to design policies and procedures that will serve the Town's needs, provide for effective, efficient and economical buying processes, and follow the legal guidelines set forth in the North Carolina General Statutes.

**2.0 Roles & Responsibilities**

The procurement roles and responsibilities of Town of Lake Lure Government can largely be assigned to the following:

**a. Town of Lake Lure Finance Department**

The Town's Finance Department is responsible for:

- Policy development, revision, implementation, and monitoring;
- Administration of centralized procurement programs and processes;
- Development and provision of any required procurement-related training to employees;
- Assisting all employees with procurement needs.

**b. All Town Departments**

Department Directors and their designees, and all staff with procurement-related roles are responsible for the following:

- Conducting all purchasing activities in accordance with the applicable North Carolina General Statutes, Town policies and procedures, ordinances, Federal rules and regulations, and in pursuit of the best interests of Town of Lake Lure;
- Developing and maintaining good public, supplier, and internal relationships;
- Ensuring fair and open competition by ethical means;
- Extending honest, courteous, and impartial treatment to all interested suppliers;
- Respecting public trust and not abusing the procurement process for personal advantage or gain.

other best practice method). Award should be based on the best overall, justifiable solution, which may include cost and other factors. Refer to **Exhibit B - Independent Contractor / Employee Checklist** for help in determining whether someone qualifies as an independent contractor.

<b>Dollar Threshold</b>	<b>Minimum Requirements</b>	<b>Approval/Signature authority</b>
\$0 - \$4,999	Best practice based on the needs of the department Purchase Order recommended Contract may be advisable based on risk	Authorized Department Staff
\$5,000 - \$89,999	Best practice based on needs of the department Purchase Order or Contract required Contract may be advisable based on risk	Town Manager or Designee
\$90,000 or greater	Solicitation or Request for Proposals required unless waived (reason for waiver must be provided) Purchase Order or Contract	Town Manager or Designee Town Council Notified
Contracts with schools, universities or other agencies for student interns	Contract	Town Manager or Designee
One-year leases, rentals and maintenance contracts	Contract	Town Manager or Designee
Multi year leases, rentals, and maintenance contracts	Contract	Town Manager or Designee Town Council approval required if contract does not include non- appropriations clause

For services contracts, consider the following:

- Issuance of a Request for Proposals (RFP) is the preferred method when and if a Town department chooses to use a more formal competitive solicitation process.
- The procedures for advertising and proposal opening are flexible.
- Award of service contracts may be based on factors other than cost and responsiveness with such factors as vendor experience, qualifications, and solution possible taking precedence over price.

**Waiver of competitive solicitation of services contracts**

A Department may waive the requirement for issuance of a competitive solicitation for a services contract over \$90,000 when it is in the Town’s best interest to do so. Examples of such instances include the following:

- continuum of service delivery is paramount;
- competition will not yield significant benefits;
- when only a single vendor can provide a specific service.

**c. Architects, engineers, surveyors, design and build, or construction manager at risk**

<b>Dollar Threshold</b>	<b>Minimum Requirements</b>	<b>Approval/Signature authority</b>
\$0 - \$49,999	Qualification-Based Selection (unless exempted)	Town Manager or Designee
\$50,000 - \$89,999	Qualification-Based Selection	Town Council or Designee

\$90,000 or greater	Qualification-Based Selection	Town Council Approval
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**1. Qualification-Based Selection (QBS)**

- A Selection Committee comprised of at least 3 members must be used.
- A scoring process and criteria based on qualifications shall be used to evaluate participating firms.
- When using construction manager at risk, prequalification of first-tier subcontractors must be determined as stated in General Statute §143-128.1.
- If the exemption of the qualification process is being used it must be noted in any advertisement or by announcement.

**2. Task Orders**

Any task order issued by an architect, engineer, or surveyor shall be approved by the Council or an employee designated by the Council.

**d. Construction or Repair**

General Statute § 143-129 requires counties to obtain formal bids for construction or repair for projects of \$500,000 and above. An advertisement must run one time at least ten calendar days before the bid opening. The advertisement must list the date and time of the bid opening, mention where the specifications may be obtained, and state that the Council reserves the right to reject any and all bids.

Three bids are required and if three are not received, the project must be re-advertised at least ten days before the next bid opening. If three are still not received, a contract can be awarded by the Town Council after evaluation, to the lowest responsive, responsible bidder, taking into consideration quality, performance, and the time specified for performance of the contract.

Dollar Threshold	Minimum Requirements	Approval/Signature authority
\$0 - \$4,999	Best practice based on the needs of the department	Authorized Department Staff
\$5,000 - \$29,999	Best practice based on the needs of the department Purchase Order or Contract	Town Manager or Designee
\$30,000 - \$89,999	Informal bid process Purchase Order or Contract	Town Manager or Designee
\$90,000 - \$499,999	Informal bid process Purchase Order or Contract	Town Manager or Designee Town Council Notified
\$500,000 or greater	Formal bid process Contract	Town Council Approval

**5.0 Bidding**

All bidding shall be compliant with North Carolina statutes.

When procurement requires both the purchase of goods and services, it is imperative to determine which element, whether goods or services, constitutes the larger component of cost. **The element constituting the larger portion of the procurement is the predominant aspect.** The predominant aspect must be identified in order to determine the procurement method required to fulfill the purchase.

The record of bids submitted shall be maintained. Departments should supply this record to the Finance Officer as directed.

**a. Formal Bids**

A **competitive bid process** in compliance with NCGS § 143-129 must be used in the following cases:

- Purchase of supplies, materials, and equipment estimated at \$90,000 and above;

**c. Standards of Conduct**

**i. Gifts and Favors from Suppliers**

North Carolina General Statute § 133-32 addresses the legal implications of governmental employees accepting gifts and favors from suppliers. Briefly summarized, this statute states it is unlawful for any supplier who has a current contract with a governmental agency, has performed under such a contract within the past year, or anticipates bidding on such a contract in the future to give gifts or favors to any employee of a governmental agency who is charged with preparing plans, specifications, or estimates for public contracts, awarding or administering such contracts, or inspecting or supervising construction. It is also unlawful for a governmental employee to willfully receive or accept such gifts or favors.

**ii. Supplier Relations**

Should a department have trouble with a supplier, concerns should be documented in an email to the Procurement Division. Correspondence should be as specific as possible, detailing the circumstances, dates, personnel involved (including titles), and phone numbers. This information will be helpful in determining if the supplier will be considered for future bid awards.

**3.0 Penalties for Non-Compliance**

Failure to comply with this policy may result in an audit finding and/or disciplinary action, including termination and criminal charges. Individuals and departments identified as failing to comply with Town of Lake Lure policies shall be notified and potentially identified to Town management, internal audit, and/or law enforcement, as appropriate.

**4.0 Types of Purchases**

Purchases must be made according to the dollar thresholds set forth by North Carolina law (see **Exhibit A – Dollar Thresholds in North Carolina Public Contracting Statutes**). Additional Town policies may also apply, as shown below.

**a. Goods (Apparatus, supplies, materials, or equipment)**

The following thresholds are established to govern the procurement of goods.

<b>Dollar Threshold</b>	<b>Minimum Requirements</b>	<b>Approval/Signature authority</b>
\$0 - \$4,999	Multiple quotes not required P-Card recommended Purchase Order or Contract optional	Authorized Department Staff
\$5,000 - \$29,999	Multiple quotes recommended Requisition Purchase Order or Contract	Town Manager or Designee
\$30,000 - \$89,999	Informal bid process Requisition Purchase Order or Contract	Town Manager or Designee
\$90,000 or greater	Formal bid process Purchase Order or Contract	Town Manager or Designee Town Council Notified

**i. Vehicle Purchases**

The purchase of vehicles should be coordinated in conjunction with the Finance Department. Title and/or bill of sale must be received and maintained for all vehicle purchases.

**ii. Buy and Sale of Real Property**

The buy and sale of real property at any dollar amount must be approved by the governing Council.

**b. Services**

Competition may be formal or informal based on the dollar amount and project (RFP, simple quotes, or

- Construction or repair contracts estimated at \$500,000 and above.
1. **Notify Finance Department** that a formal bidding process is required.
  2. **Prepare Specifications**  
Detailed written specifications will be prepared by the requesting Department with the assistance of the Finance Officer or designee when needed. Refer to the section labeled “Bid Specifications” for additional information.
  3. **Create Bid Package or Request for Bid**  
A Request for Bid will be issued and will contain at a minimum the following information:
    - A. The name of the requesting department.
    - B. A brief description of the goods or services to be purchased.
    - C. The date and time of the bid opening.
    - D. The date and time of the pre-bid conference, if applicable.
    - E. The name of the Finance Officer or designee.
    - F. General Conditions, applicable for a Formal Bid Proposal.
    - G. Specific requirements for the goods or services to be purchased.
  4. **Post Advertisements**  
Advertisement of Bids: North Carolina General Statute § 143-129(b) requires that at least seven (7) calendar days must lapse between the date the advertisement appears and the date of the opening of formal bids. Bidding opportunities are publicized electronically using the Town website. The Town may also choose to publicize bid opportunities in the local newspaper and by other means.
  5. **Submission of Bids**  
Proposals for Formal Bids must comply with the following:
    - A. Oral, telephone, or faxed bids are not accepted: The Finance Officer or designated staff will not accept oral bids nor bids received by telephone, or fax, for formal bids.
    - B. Bids must be sealed: Bids shall remain sealed until the date and time set for the opening.
    - C. Deviations: Bids containing conditions, omissions, erasures, alterations, or items not called for in the bid may be rejected by the Town as being incomplete.
    - D. Bid forms must be signed: The bid forms must be signed in order to be considered a responsive, responsible bid. If a bidder is a corporation, the bid must be submitted in the name of the corporation, not the corporation’s trade name. The bidder must indicate the corporate title of the individual signing the bid.
    - E. Confirmation of receipt: The bidder is responsible for confirming the receipt of a bid submission.
  6. **Receipt of Bids**  
The Finance Officer or designee will receive bids as follows:
    - A. Bids must be received timely: If bid specifications indicate bids are to be delivered in person, through the postal mail, or by parcel service, bids must be delivered no later than the date and time set for the receipt of bids in the bid specifications.
    - B. Bids must be kept in a secure location until opened: All bids received must be sealed and will be kept in a secure location until the time and date set for the opening of bids.
    - C. Identity of Bidders confidential: Prior to the time and date of opening, the identity of the suppliers submitting bids and the number of bids received is confidential and may be disclosed only to Town officials and only when disclosure is considered necessary for the proper conduct of the bidding process.
    - D. Inadvertent opening of bid: If a bid is inadvertently opened in advance of the prescribed bid opening, the Finance Officer or designee will write an explanation of the inadvertent opening on the envelope, with the bid number, time and date of opening. The envelope will be resealed and deposited with the other bids.
    - E. Late Bids: Late bids will not be considered under any circumstances and will be returned unopened with a letter or email of explanation to the sender.

**7. The Opening of Bids**

The Finance Officer or designee will open formal bids according to the following procedure:

- A. Bids opened and read aloud: All bids received timely will be opened and publicly read aloud at the time and date established for such opening in the Bid Package.
- B. Bids submitted electronically: Bids received electronically are closed at the determined close time. A bid tally will be run indicating the suppliers responding to the bid and their bid amounts as submitted.
- C. Bids submitted for Information Technology goods and services: Proposals submitted for information technology goods or services, including software, telecommunications, data processing, etc., are not subject to public inspection until a contract is awarded. Therefore, there will be no public bid opening to comply with NCGS 143-129.8 for information technology related items.

**8. Evaluation of Bids**

The bids received timely will be examined by the Finance Officer or designee for compliance with the requirements set forth in the Bid Package. The Finance Officer or designee will review each bid to determine whether it has facial deficiencies that preclude it from being examined further.

**9. Award**

Bids shall be awarded in accordance with North Carolina General Statutes § 143-129(b) to the lowest responsive, responsible bidder taking into consideration quality, performance, and the time specified in the proposal for the performance of the contract.

**b. Informal Bids**

An informal bidding process will be used for the following:

- Construction or repair contracts estimated from \$30,000 to \$499,999
- Purchases of supplies, materials, and equipment estimated from \$30,000 to \$89,999

While informal bids are acceptable at these thresholds, departments may also choose to use a formal process if desired. If the estimated total dollar amount of an informal purchase is over \$80,000 for purchases of goods or over \$450,000 for construction or repair contracts, then it is recommended to use a formal bid process to prevent rebidding if all quotes received are over the formal threshold.

NCGS § 143-131 does not specify any methods for securing informal bids, however it does require awards be made to the lowest responsible bidder taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. Methods of receiving quotes are at the discretion of the Finance Officer or the requesting department designee.

State and Town policy require the following for all informal bids:

- Written documentation of contacting more than one vendor to support the competitive process.
- All verbal pricing or quotes must be documented in writing.
- The record of bids shall not be subject to public inspection until the contract is awarded.

**c. Bid Specifications**

When using a formal or informal bidding process, specifications must be prepared. All specifications should do at least the following:

1. Identify minimum requirements;
2. Encourage competitive bids;
3. Be capable of objective review;
4. Provide for an equitable award at the lowest possible cost;
5. Identify factors to be used in evaluating bids.
6. Specifications will be as simple as possible while maintaining the degree of exactness required to prevent bidders from supplying substandard goods or services and otherwise taking advantage of their competitors.
7. All specifications utilizing a name brand must include the term “or substantially equivalent” to avoid being restrictive and eliminating fair competition from the bidding process.



Different methods of structuring specifications include:

- Qualified products on acceptable supplier list
- Specification by architectural or engineer drawings
- Specification by chemical analysis or physical properties
- Specification by performance, purpose or use
- Specification by identification with industry standards
- Specification by samples

**d. Request for Proposals (RFP)**

NCGS § 143-129.8 authorizes the use of a Request for Proposals (RFP) process rather than an Invitation to Bid (ITB) in certain instances. RFP's may be used for the following:

- Purchases of services;
- Any combination of goods or services, particularly when the services component of the purchase is greater than the goods component;
- Technology and services contracts;
- Other combinations of goods and services not best handled by NCGS 143-129 and where departments have a need for a more flexible approach.

**e. Request for Qualifications (RFQ)**

In instances where a Qualifications-Based Selection (QBS) is required, a Request for Qualifications (RFQ) will be used to solicit responses from interested firms and individuals. The Finance Officer or designee should be notified to begin this process, to guide the QBS through selection, and to assist with creation of a proper RFQ.

**f. Exemptions**

G.S. 143-129 defines several exemptions to the competitive bidding requirements. The following categories of purchases are exempt from both the formal and informal bidding requirements established in NCGS. 143-129. However, the following list is just a shorthand statement of these categories; before attempting to make purchases using these exceptions read the relevant sections of the statute contained in NCGS. 143-129 very carefully as this statute provides additional guidance. Items 1) through 11) are found in NCGS 143-129 (e). Statutory guidance as to the other items is found in the statutes listed beside the item.

1. Purchases from other units of government;
2. Emergencies;
3. Group or Cooperative Purchasing Programs;
4. Change Order Work;
5. Gas, Fuel, and Oil;
6. Sole Source Purchases;
7. Information Technology Goods and Services awarded by the North Carolina Office of Information Technology Services;
8. Guaranteed Energy Savings Contracts; (See also G.S. 143-129.4)
9. State Contract Purchases;
10. Federal Contract Purchases
11. Purchase of Used Goods; (See G.S. 143-129 (e)(10))
12. Construction Management at Risk;
13. Previously Bid or "Piggybacking" Contracts; (See G.S. 143-129 (g))
14. Solid Waste Management Facilities; (See G.S. 143-129.2)
15. Use of Unit's Own Forces (force account work); (See G.S. 143-135 & SL 2009-250)
16. Purchases of Goods and Services from Nonprofit Work Centers for the Blind and Severely Disabled. (G.S. 143-129.5)

**Most Common Exemptions**

**1. Emergency Purchases**

NCGS § 143-129(e) (2) defines emergency purchase as "Cases of special emergency involving the health and safety of the people or their property." This exception is used in rare circumstances, such as natural disaster or sudden and unforeseeable damage to property. In cases of emergencies,

the Department Head or designee may purchase directly from any supplier, supplies or services whose immediate procurement is essential to prevent delays in work, which may affect the life, health, or safety of Town of Lake Lure employees or citizens. The user department will exercise good judgment and use established suppliers when making emergency purchases. Always obtain the best possible price and limit purchases to those items emergency related. Not anticipating needs does not constitute an emergency.

- During working hours, the following procedure should be used for emergency purchases: An electronic requisition entered and approved by the requesting department will grant permission to the Purchasing Division to issue the purchase order. The requesting department will include in the requisition supporting documentation for the emergency purchase order: item(s) to be purchased with estimated quantities and the reason for the emergency purchase. After verifying available funds, a purchase order number will be issued for the expenditure. Should the purchase exceed the available account budget, a Request for Transfer of Funds will need to be completed immediately.
- After working hours, the following procedure should be used for emergency purchases: An electronic requisition will be entered and approved the next working day from the requesting department. The requesting department will also include any pertinent information associated with the emergency purchase, to serve as supporting documentation and will be attached to the purchase order, including but not limited to: item(s) to be purchased with estimated quantities, and the reason for the emergency purchase. Emergency purchases, although sometimes necessary, are costly both in time and money. The use of emergency procedures will be limited and monitored for abuse.

**2. State Contract Purchases**

Departments may use State of North Carolina contracts to procure available items without bidding if the contractor is willing to extend to the Town the same or more favorable prices, terms, and conditions. Following is a link to the state purchasing and contracting site where items can be searched for by keyword. These procurements do not require Council approval.

<http://www.doa.state.nc.us/PandC/keyword.asp>

**3. Cooperative and Group Purchasing Programs**

Similar to State Contract Purchases, the Town may make purchases of supplies and equipment through group purchasing programs, which another entity has already carried out a competitive process to establish contracts on behalf of multiple entities at discount prices. These procurements do not require Town Council approval.

**4. Sole Source**

In the rare event there is only one supplier capable of providing a particular good or service, the competitive pricing procedures outlined in this manual may be waived by the Finance Officer. Whenever Department Heads or designees determine a need to purchase goods from a “sole source”, they will document the reason. The provisions of N.C.G.S. 143-129 will require the Town Commissioners approve this sole source exception. A sole source purchase exemption applies when at least one of these conditions exist:

- a. Performance or price competition for a product is not available.
- b. A needed product is available from only once source of supply.
- c. Standardization of compatibility is the overriding consideration.

If one of these conditions applies to the good to be purchased, then the item will be exempt from bidding and the purchase must have Council approval. Contact the Finance Officer for guidance before proceeding.

**5. Piggybacking**

The Town can purchase, without bidding, from a supplier that has, within the past 12 months, successfully gone through the competitive bidding process for that item or service and contracted to furnish an item or service to another public agency. The supplier must be willing to supply the same item at the same or more favorable prices and other terms. The contract intended to be copied must be one that was entered into following the award of a public bidding process similar to ours.

North Carolina General Statutes § 143-129(g) allows municipalities, counties, or other



subdivisions to piggyback for supplies, materials, or equipment from another governmental entity that has within the previous 12 months, completed a formal bid process, to purchase similar supplies, materials, or equipment if agreed upon by the supplier. The Statute requires approval by the Council of Commissioners and advertisement of intent to award. Federal guidelines may prohibit the option of piggybacking.

**6. Grants**

When the Town is awarded a grant that has procurement requirements specified by the grantor, the Town will follow those requirements as long as they do not violate North Carolina General Statutes or Federal Uniform Guidance.

**7. Use of Federal Funds**

When using federal funds, the Town must follow NC Statutes as well as OMB Guidance provided in the Code of Federal Regulations, Subpart D - Post Federal Award Requirements. The thresholds for micro- purchases, small purchases, and when sealed bids are required are set by OMB Guidance provided in the Code of Federal Regulations Title 2 Vol. 1 § 200.67 and §200.88. This guidance includes but is not limited to the following requirements:

1. **Micro-purchases (\$0 - \$9,999)**  
When practical, distribute micro-purchases among qualified suppliers.
2. **Small Purchases (\$10,000 – \$249,999)**
  - a. Price rate quotations must be obtained from an adequate number of qualified sources.
  - b. Written procurement procedures to define number and methods for obtaining quotes.
3. **Sealed Bid Procedures Required (\$250,000 and higher)**
  - a. Price rate quotations must be obtained from an adequate number of qualified sources;
  - b. Publicly advertised;
  - c. Competitive proposals;
  - d. Non-competitive proposals require written approval and justification (e.g. only one source/vendor available, inadequate competition, emergency).
4. **Documentation required (All amounts)**
  - a. Evidence the awarded supplier is not excluded from doing business with the Federal Government.
  - b. When quotes are required, documentation that an attempt was made to contact at least three suppliers to obtain quotes.

View Exhibit C - Procurement Guidance When Using Federal Funds for further guidance.

**6.0 Procurement Methods**

**a. Requisitions**

An electronic requisition initiates the procurement cycle for purchase orders. The receipt of the request with the required information, appropriate approvals, and sufficient budget gives the Procurement Division the authority to issue a purchase order. The Department Head or designee must approve all requisitions within the requesting department.

**b. Purchase Orders**

**Purchase orders are required for all purchases of \$5,000 and above.**

A purchase order is a contract between the Town and a supplier and is not binding until accepted by the supplier. Obtaining supplies, materials, equipment or services \$5,000 and over without a purchase order is an unauthorized purchase and a violation of resolution 03-04-04, adopted April 2003 by the Council of Commissioners. **Unauthorized purchases or split purchases to avoid the \$5,000 threshold are against Town policy and may result in disciplinary action.**

**i. Purchase Order Requirements**

1. **Submission of a requisition** through the town's Finance Department. Purchase orders will not be created without a properly submitted requisition.
2. **Terms and conditions** must clearly define the delivery and performance requirements of the services, supplies, or equipment.
3. **Completion of the purchase order** by the Finance Officer or designee. The purchase order must

be pre-audited, and the signatures of the Finance Officer and Finance Director must be on the completed document to be valid.

4. **Processing invoice(s) for payment** against a purchase order requires the applicable purchase order number be indicated for the invoice and that the purchase order have sufficient balance to cover the invoice amount. Receipt of goods and/or services must be verified prior to final payment of an invoice.

**ii. Blanket Purchase Orders**

Blanket Purchase orders can be used when there is a recurring need for expendable goods that are generally purchased, but the exact items, quantities, and delivery requirements are not known in advance and may vary considerably. Use of this process helps to avoid the creation of numerous purchase orders and contracts for routine purchases. Blanket purchase orders can also be a useful budgetary tool, as they obligate funds and allow easy tracking of recurring purchases throughout the year. A blanket purchase order should be used if the following criteria are applicable:

1. The annual cost can be reasonably estimated;
2. The purchases are paid through invoices (though it can be done if P-Cards are used);
3. There is a single account to which the expenses should be charged.

Examples would include maintenance agreements, purchase of building/cleaning supplies, etc. Requests for blanket purchase orders must, in addition to the required information, indicate the following:

5. Items covered by the blanket purchase order and the amount should be listed in the purchase order comments;
6. If blanket purchase order should be limited to certain department employees, please include their names in the purchase order.

The issued purchase order will instruct the supplier that unauthorized purchases will not be allowed. It is the responsibility of the individual authorized to purchase under a blanket purchase order to ensure that an unspent balance remains to cover the purchases to be made for the remainder of the purchase order period.

**iii. Purchase Order Cut-Off Date**

Requisitions for materials, supplies, services and equipment (not included in blanket purchase orders or service contracts) for the ending current fiscal year must be submitted on or before a predetermined date provided to departments by the Finance Director. Requisitions of a routine nature that could have been scheduled prior to the cut-off date, and deemed not critical, will be processed in the new fiscal year. This procedure affords the Finance Department the opportunity to complete fiscal year end activities in a timely and proper manner and prepare for the annual audit.

**c. Change Orders**

- Changing, modifying, or canceling an existing purchase order can be initiated by the issuing department using the procurement system.
- Approval of change orders is based on the new cumulative amount of the purchase order. Refer to the Types of Purchases section to view approval authorities.
- Changes to a purchase order will not be processed if the scope of services has been rendered or materials have already been received.

**d. Procurement Cards**

Purchases less than \$5,000 should be obtained by procurement card when possible. Please refer to the Credit Card Policy.

**e. Electronic Payments**

Electronic payments may be authorized as defined by G.S. 159-28. All pre-audit and disbursement rules must be followed per North Carolina Administrative Code (20 NCAC 03.0409 and 20 NCAC 03.0410. Please refer to the Credit Card Policy for additional guidance.

**f. Contracts**

All contracts are required to follow the Town of Lake Lure Contracts Policy and Contracts Control Process contained within.

**i. Contracts for Services**

Contracts are advised for use when the terms and conditions of the Town's purchase order is not sufficient to adequately protect against possible risk, or the scope of work is too complex to be adequately detailed in a purchase order.

**ii. Contracts for Goods**

In most cases a purchase order is sufficient as a contract for goods. Contracts for goods should be used if the nature of purchase is high risk and is not sufficiently controlled by the terms and conditions in the purchase order.

**iii. Contracts for Grants**

Any grant the Town awards should be entered into the Town's financial software to obligate funds, and stored in the Town's contract repository.

**iv. Multi-year Contracts**

Contracts that are not associated with a project ordinance, more than 12 months in length, cross Town fiscal years, and require funding from subsequent Town budgets require a non-appropriation clause or Council of Commissioners approval.

For example:

1. A contract runs from June – May (12 months) and the total for the entire contract is \$60,000 (\$5,000 per month). The current fiscal year funds \$5,000 and the subsequent fiscal year funds \$55,000. This contract does not require BOC approval because the term is not more than 12 months.
2. A contract runs from June – September (16 months) and the total for the entire contract is \$80,000 (\$5,000 per month). The current fiscal year funds \$5,000 and the subsequent fiscal year funds \$75,000. This contract requires BOC approval because the contract requires funding from more than one fiscal year and the term is more than 12 months.
3. A contract runs from April – June (15 months) and the total for the entire contract is \$75,000 (\$5,000 per month). The current fiscal year funds all the \$75,000. This contract does not require BOC approval because all the funding comes from the current fiscal year, not requiring funding in subsequent fiscal years.

**7.0 Delivery and Performance**

**i. Delivery schedule**

The importance of the delivery schedule may be emphasized to the supplier within the bid documents. Delivery requirements will be clearly written and fully understood by all suppliers. If several items are required by the purchase order, there may be a different delivery schedule for each item. It is necessary to clearly indicate the delivery location on the requisition.

**ii. Non-performance**

If a supplier fails to meet any requirements of the specifications or terms and conditions of the contract or purchase order, the supplier can be cited for non-performance. The seriousness of non-performance will be evaluated by the department and Finance Officer based upon the circumstances of each violation.

**iii. Inspection and testing**

Goods and materials should be checked at the time of receipt for damage or defects. The inspection will include assuring goods comply with the specifications. If damage is found or the goods fail to comply with the specifications, the item(s) will be rejected. To protect the Town's rights in the event of a rejection for any reason, the supplier will be informed immediately. Reasons for the rejection must be documented in an email to the Procurement Division in a timely manner.

**iv. Supplier relations**

Should a department have trouble with a supplier, concerns should be documented in an email to the Procurement Division. Correspondence should be as specific as possible, detailing the circumstances, dates, personnel involved (including titles) and phone numbers. This information will be helpful in determining if the supplier will be considered for future bid awards.

**v. Program Compliance Requirements**

All written statements, certifications or intentions made by the Bidder will become a part of the agreement between the Contractor and Town of Lake Lure for performance of this contract. Failure to

comply with any of these statements, certifications, or intentions or with the Minority Business Plan will constitute a breach of the contract. A finding by Town of Lake Lure that any information submitted either prior to award of the contract or during performance of the contract is inaccurate, false or incomplete, will also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It will be solely at the discretion of Town of Lake Lure whether to terminate the contract for breach. In determining whether a contractor has made best faith efforts, Town of Lake Lure will evaluate all efforts made by the Contractor and will determine compliance.

**8.0 Minority, Women, and Small Business Suppliers**

According to NCGS 143-129(b) the Town has no authority to establish preferences of any kind and are bound by law to award to the “lowest responsible, responsive bidder, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.” However, it is the desire of the Town to purchase from Minority Businesses and suppliers located within Town of Lake Lure whenever possible. Local suppliers and Minority Business suppliers should be encouraged to compete for Town business.

**i. Participation Goals**

Annual verifiable goals for minority business participation in construction projects (other provisions apply depending on project type & funding), procurement projects, professional, and other service projects are as follows:

- Construction – 12% overall for all minorities
- Procurement – 10% overall for all minorities
- Professional – 10% overall for all minorities
- Other Services – 10% overall for all minorities

**ii. Construction projects over \$300,000**

Per NCGS 143-128, for projects with an estimated cost of \$300,000 or greater that involve construction or repair to buildings, the bidder must provide, with the bid, documented proof in one of the following forms:

- **The State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts** along with the **Identification of HUB Certified / Minority Business Participation**
- **The State of North Carolina AFFIDAVIT B – Intent to Perform Contract with Own Workforce.** Other forms **must** be submitted with AFFIDAVIT A either at the time the bid is due or 72 business hours after the bid opening by the lowest responsible bidder or bidders who wish to be considered.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and will award to the next lowest responsible bidder. Town of Lake Lure reserves the right to waive any informality, if it can be resolved prior to award of the contract, and it is in the best interest of the Town to do so. For a full description of the Minority Business Forms and what must be completed to submit a responsible bid, contact the Finance Officer for guidance.

## Exhibit A – Dollar Thresholds in North Carolina Public Contracting Statutes

Requirement	Threshold	Statute
<b>Formal Bids</b>		
Construction or repair contracts	\$500,000 and above (estimated cost of contract)	N.C.G.S §143-129
Purchase of apparatus, supplies, materials and equipment	\$90,000 and above (estimated cost of contract)	N.C.G.S §143-129
<b>Informal Bids</b>		
Construction or repair contracts	\$30,000 to formal limit	N.C.G.S §143-131
Purchase of apparatus, supplies, materials and equipment	\$30,000 to formal limit	N.C.G.S §143-131
<b>Construction methods authorized for building projects</b>		
Separate Prime	Over \$300,000 (estimated cost of project)	N.C.G.S §143-128
Single Prime		
Dual Bidding		
Construction Management at Risk		
<b>Minority-business enterprise requirements – Building Projects</b>		
Projects with state funding	\$100,000 or more	N.C.G.S §143-128.2(a)
Locally funded projects	\$300,000 or more	N.C.G.S §143-128.2(a)
Projects in the informal range	\$30,000 to \$500,000	N.C.G.S §143-131(b)
<b>Limit on use of own forces</b>		
Construction or repair projects	Not to exceed \$125,000 (total project) or \$50,000 (labor only)	N.C.G.S §143-135
<b>Bid bond or deposit</b>		
Construction or repair projects	Formal bids (see above)	N.C.G.S §143-129(c)
Purchase contracts	Not Required	
<b>Performance/payment bonds</b>		
Construction or repair projects	Projects over \$300,000 for each contract over \$50,000	N.C.G.S §143-129(c); N.C.G.S §44A-26
Purchase contracts	Not Required	
<b>General Contractor’s License</b>	\$30,000 and above	N.C.G.S. §87-1
<b>Use of registered architect or engineer required</b>		
Nonstructural work	\$300,000 and above	N.C.G.S. §133-1.1(a)
Structural repair or new	\$135,000 and above construction	
Repair work affecting life safety	\$100,000 and above systems	
<b>Selection of architect, engineer, surveyor, or construction manager at risk</b>		
“Best qualified” selection procedure	All contracts unless exempted	N.C.G.S. §143-64.31
Exemption authorized	Projects where estimated fee is less than \$50,000 or other projects in sole discretion of BOC	N.C.G.S. §143-64.32

## Exhibit B - Independent Contractor / Employee Checklist

To assist you in deciding whether a worker is an employee or an independent contractor, complete the following questions. A worker is generally considered to have an employee relationship with the Town if the questions below are answered "YES".

**Complete this checklist only for individuals-sole proprietors, and partnerships. Do not complete for employees of a corporation.**

NAME: \_\_\_\_\_

Circle Answer

1. Is the worker currently employed by the Town or has the worker previously been an employee of the Town? Position: _____	Yes	No
2. Are the hours of work established or regulated by the Town?	Yes	No
3. Are tools and equipment supplied by the Town? Independent contractors use their own equipment.	Yes	No
4. Does the worker provide their service only to the Town? Independent contractors may have several contracts with other companies and advertise their services in the phone book or other source. List source: _____	Yes	No
5. Is the method of payment by unit of time, (i.e. hourly, weekly or monthly wage)? (Independent contractors are usually paid by job in a lump sum)	Yes	No
6. Is training received from or at the direction of the Town - either formally or informally?	Yes	No
7. Are repairs to equipment paid by the Town? Independent contractors pay for their own repairs.	Yes	No
8. Is the worker required to work at a specific place or to work on the Town's premises if the work could be done elsewhere? Independent contractors usually have a main office or other facility. Office Location: _____	Yes	No
9. Does the worker submit regular oral or written reports to the Town to account for their actions?	Yes	No
10. Are business and/or travel expenses directly paid by the Town? Independent contractors pay their own expenses.	Yes	No
11. Does the Town restrict the worker from accepting any other work? Independent contractors may have several jobs at one time.	Yes	No
12. Does the worker act in the capacity of a foreman for/or a representative of the Town by hiring others, supervising them and paying them at the direction of the Town?	Yes	No
13. Does the worker wear a uniform with the Town logo or other means of identification, except for security tags?	Yes	No
14. Is insurance coverage (liability, health, etc.) supplied by the Town?	Yes	No
15. Does the Town use the worker for any odd jobs that differ from their normal activities?	Yes	No
16. Is the relationship between the Town and the worker a continuing one?	Yes	No
17. Is the worker free from any liability for quitting a job before the job is completed?	Yes	No
18. Does the worker have to perform services in the order or sequence set by the Town?	Yes	No

**Note:** Independent contractors are required to have all necessary licenses to perform the work that they are contracted to perform.

If all questions above are answered **NO**, the worker is an Independent Contractor.

If any question above is answered **YES**, explain the question and send the checklist with the contract to the Finance Department for a determination as to whether the worker is an employee or an Independent Contractor.



### Exhibit C - Procurement Guidance When Using Federal Funds

OMB Guidance provided in the Code of Federal Regulations Subpart D - Post Federal Award Requirements, sections 200.318 through 200.326.

	Goods & Supplies	Construction/Repair	Services	
<b>FORMAL</b>	<ul style="list-style-type: none"> <li>Formal bidding process required</li> <li>Publicly advertise</li> <li>Sealed Bids required</li> <li>Attempt to get bids from at least three bidders</li> <li>Award to lowest bidder</li> <li>Public bid opening</li> </ul>	<ul style="list-style-type: none"> <li>Formal bidding process required</li> <li>Publicly advertise</li> <li>Sealed Bids required</li> <li>Attempt to get bids from at least three bidders</li> <li>Award to lowest bidder</li> <li>Public bid opening</li> </ul>	<ul style="list-style-type: none"> <li>Request for proposals required</li> <li>Publicly advertise</li> <li>Attempt to get quotes from at least two sources</li> <li>Award to proposal most advantageous to the program, price and other factors considered</li> </ul>	<b>\$250,000 or greater</b>
				<ul style="list-style-type: none"> <li>Informal quotes required</li> </ul>
<b>INFORMAL</b>	<ul style="list-style-type: none"> <li>Informal quotes required</li> <li>Attempt to get quotes from at least two sources</li> <li>Award to lowest bidder</li> </ul>	<ul style="list-style-type: none"> <li>Attempt to get quotes from at least two sources</li> <li>Award to lowest bidder</li> </ul>	<ul style="list-style-type: none"> <li>Attempt to get quotes from at least two sources</li> <li>Award to proposal most advantageous to the program with price and other factors considered</li> </ul>	<b>\$10,000</b>
				<ul style="list-style-type: none"> <li>No competitive quotes required if price appears to be reasonable</li> </ul>

ALWAYS	ALLOWED EXCEPTIONS
<ul style="list-style-type: none"> <li>Document procedures</li> <li>Award on fixed price or not to exceed</li> <li>Document the awarded supplier is not excluded</li> <li>Contract or PO contain UG provisions</li> <li>Solicit M/WBE businesses when possible</li> </ul>	<ol style="list-style-type: none"> <li>The item is available only from one single source.</li> <li>An urgent need or emergency will not permit a delay for competitive solicitation.</li> <li>The Federal awarding agency or pass-through allows noncompetitive proposals. from doing business with the Federal Gov.</li> </ol>

\* If seeking a contract with an architect, engineer, survivor, or CMAR the procurement method must follow the Mini-Brooks Act.

**SECTION TWO.** Town staff and elected officials shall abide by all terms and conditions within the adopted procurement policy.

**SECTION THREE.** This policy shall become effective upon adoption.

**READ APPROVED AND ADOPTED** this 13<sup>th</sup> day of June, 2023.

**RESOLUTION NO. 23-06-13A**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE ADOPTING CREDIT CARD POLICY**

**WHEREAS**, the Town of Lake Lure wishes to adopt a credit card policy that establishes appropriate guidelines to utilizing Town cards to make purchases; and

**WHEREAS**, the Town has drafted a credit card policy that is practical, comprehensive, and up to date with all available resource guidance.

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

**SECTION ONE.** The Town of Lake Lure Town Council hereby adopts a credit card policy, as follows:

**TOWN OF LAKE LURE  
TOWN ISSUED CREDIT CARD POLICY**

**PURPOSE**

To establish procedures and guidelines for using a Town issued credit card to purchase materials, supplies, and/or services by electronic means on behalf of the Town of Lake Lure.

**OVERVIEW**

Issuance of a Town credit card has been proven to be an effective tool and timely method for obtaining materials, supplies, and/or services to help departments maintain the consistent flow of day-to-day operations.

**SCOPE**

Town issued credit cards should only be used when:

- a. Making purchases for materials, supplies, and/or services that are for the official use of the Town of Lake Lure only.
- b. Making purchases for materials, supplies, and/or services that cannot be paid by means of an official check.
- c. Making purchases for materials, supplies, and/or services online or directly (in person).



- d. Paying travel expenses whenever the cardholder is on official Town business.
- e. Town issued credit cards will be assigned to employees who have direct authorization to make purchases using this method as approved by the Town Manager and Finance Director.

## **PROCEDURE**

To ensure the process operates efficiently and within an acceptable internal control structure, a timely response to each of the following elements is required.

### 1. Issue/Return of Credit Card

- a. The employee must sign documentation verifying agreement to the conditions of card use on the “Credit Card Authorization Form” (See Exhibit A).
- b. Total purchase authority is limited by the total purchase limit assigned to the card. The Town Manager will indicate his/her approval by signing the Credit Card Authorization Form.
- c. The Finance Director will review the enrollment form and obtain the credit card for the approved employee.
- d. Changes in spending/authority levels must be authorized by the Town Manager in writing and then submitted to the Finance Director for processing.
- e. Any employee who received a Town issued credit card must turn the card into the Finance Director immediately upon resignation notice or termination.

### 2. Use of Town Issued Credit Cards

- a. Employees who have been issued credit cards should notify the Finance Director immediately if the Town issued credit card has been **lost, stolen, or compromised**. The Finance Director is responsible for canceling and obtaining all Town issued credit cards. All expired or worn cards should be turned into the Finance Director for proper documentation and disposal.
- b. Town issued credit cards are to be used for Town business only. The use of the credit card to acquire or purchase materials, supplies, and/or services other than for official business is strictly **prohibited**.

- c. The cardholder is responsible for maintaining all vendor receipts and/or records until such time as the receipts/records are due the Finance Department.
- d. The cardholder is **responsible** for all purchases made on the assigned card regardless of who used the card, unless the card was used in a fraudulent manner after loss or theft.
- e. Town credit cards should not be shared and cardholders should not delegate use of the card to another employee without proper approval of the Town Manager or Finance Director.

### 3. Pre-Auditing and Disbursement Procedures

The 2015 State Legislature modified GS 159-28(d2) to allow the Local Government Commission (LGC) to adopt rules to address the execution of the pre-audit and disbursement process related to electronic transactions for local governments. The new pre-audit and disbursement rules were effective as of November 1, 2017, and exist as part of the North Carolina Administrative Code (20 NCAC 03.0409 and 20 NCAC 03.0410).

Units of government can now be exempt from the pre-audit certificate and disbursement certificate requirements on electronic transactions if they follow the requirements as detailed in the new administrative code rules. The new rules apply to electronic transactions utilizing the following:

- 1) Credit cards
- 2) Charge cards
- 3) Debit cards
- 4) Gas cards
- 5) Procurement cards
- 6) Electronic funds transfers

The following policies are designed to comply with the new pre-audit and disbursement rules in the NC Administrative Code 20 NCAC 03.0409 and 20 NCAC 03.0410.

- a. The Town issued credit cards may be used to purchase materials, supplies, and/or purchases when the cardholder has established that credit cards may be used as payment and when it is established that payment with a Town check is not acceptable.
- b. Permission must be obtained from the Finance Director before any purchases may be initiated with the Town issued credit cards.
- c. The Finance Director must ensure that there is an appropriate budget ordinance or project/grant ordinance appropriation authorizing the obligation.

- d. The Finance Director must ensure that sufficient monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or cover the entire amount if accounted for in a project or grant ordinance.
- e. The cardholder must submit itemized receipts immediately following each purchase transaction to the Finance Director. Each itemized receipt must contain the following:
  - 1) Card type and last 4 digits of card number
  - 2) Date of transaction/purchase
  - 3) Brief description of transaction
  - 4) Total amount of transaction
  - 5) Sales tax amount, if applicable
  - 6) Employee signature
- f. The cardholder must submit itemized receipts to match the monthly credit card statements. If a receipt has been lost, the cardholder must make a diligent attempt to obtain a duplicate receipt from the vendor. In the event this is not available, a “Lost Credit Card Receipt Form” (Exhibit B) must be completed, which includes a detailed description and must be approved by the Town Manager. The Finance Director has the right to seek reimbursement from an employee for undocumented and/or unauthorized purchases.
- g. The Finance Department will then record the amount of the transaction in the Town’s encumbrance system.
- h. The Finance Director will review all receipts to ensure compliance with all purchasing and pre-audit requirements. Once confirmed, the Finance Department will apply charges to appropriate line items and process the payment to the credit card vendor.

4. Action Due to Inappropriate or Accidental Use

The use of a Town issued credit card to acquire or purchase goods and services other than for the official use of the Town of Lake Lure is considered **fraudulent use**. However, the Town recognizes that accidental use can occur. The Town reserves the right to cancel an individual employee card at any time due to any type of abuse.

- a. If a cardholder accidentally uses a Town issued credit card for a personal purchase, the Finance Director should be contacted immediately upon discovery. If the Finance Director discovers an error, the employee will be contacted immediately. The employee must submit a “Credit Card Reimbursement Form” (Schedule C), along with the full reimbursement.
- b. Records of accidental personal use will be maintained by the Finance Director.

In the event accidental use by a cardholder is detected on a repetitive basis, the Town Manager will be notified and the employee may be subject to disciplinary action.

5. Inappropriate or Fraudulent Use

If a cardholder makes an inappropriate or fraudulent purchase, the Town Manager shall be notified immediately regarding the transaction.

- a. A cardholder guilty of fraudulent use or repetitive inappropriate charges will be subject to disciplinary action, up to and including dismissal. The Town has the right to file a police report and press charges for fraudulent use of Town issued credit cards.
- b. Records of inappropriate use will be maintained by the Finance Department. The Town Manager will be notified about any notable amount of abuse.

6. Policy Forms

- a. Credit Card Authorization Form
- b. Lost Credit Card Receipt Form
- c. Reimbursement Form for Accidental or Inappropriate Use of a Town Issued Credit Card

**TOWN OF LAKE LURE  
CREDIT CARD AUTHORIZATION FORM**

**I. Employee/Cardholder Information**

Name: \_\_\_\_\_ Department: \_\_\_\_\_

**II. Cardholder's Agreement**

I understand that the use of the Town issued credit card is for purchases made on behalf of the Town.

I will be expected to use the credit card issued to me as directed and in accordance with this policy.

I will not permit another person to use the credit card issued to me (unless approved). Any such purchases made with my card will be considered to be made by me and my responsibility.

I will be responsible for the safe keeping of the credit card issued to me and, if lost, I will report its loss immediately to the Finance Director.

I understand that my personal credit will not be affected by any use of the Town issued credit card.

The use of a Town issued credit card to purchase goods and services for other than the official use of the Town of Lake Lure is fraudulent use. An employee guilty of fraudulent use will be subject to disciplinary action, up to and including dismissal. In addition, I agree that any reimbursement owed the Town, as a result of this type of use, may be deducted from my wages or other monies owed to me by the Town.

I have read, understand, and agree to the conditions above. Employee

Signature \_\_\_\_\_

Date \_\_\_\_\_

**III. Approval: Town Manager Signature: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**EXHIBIT A**

**TOWN OF LAKE LURE  
CREDIT CARD AUTHORIZATION FORM**

**IV. Card Receipt**

Card Issuer \_\_\_\_\_ Card Number \_\_\_\_\_

Date Issued to Cardholder \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

Card Issuer \_\_\_\_\_ Card Number \_\_\_\_\_

Date Issued to Cardholder \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

Card Issuer \_\_\_\_\_ Card Number \_\_\_\_\_

Date Issued to Cardholder \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

Card Issuer \_\_\_\_\_ Card Number \_\_\_\_\_

Date Issued to Cardholder \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

Card Issuer \_\_\_\_\_ Card Number \_\_\_\_\_

Date Issued to Cardholder \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

**TOWN OF LAKE LURE  
LOST CREDIT CARD RECEIPT FORM**

**Date of Purchase:** \_\_\_\_\_

**Merchant Name:** \_\_\_\_\_

**Amount of Purchase:** \_\_\_\_\_

**Description and purpose of the purchase?**

**Why is the original receipt or appropriate documentation missing?**

*I certify that I have contacted the merchant and was unable to obtain a copy of the purchase documentation. I also certify that this purchase was made for an official Town business purpose.*

*Cardholder Signature:* \_\_\_\_\_

*Cardholder Printed Name:* \_\_\_\_\_

*Form must also be reviewed and approved by the Town Manager before submitting to the Finance Director.*

*Town Manager Signature:* \_\_\_\_\_

*Date:* \_\_\_\_\_

*This form is to be used as documentation only if the actual receipt, invoice, internet order screen, or appropriate substitute is unavailable for a purchase made on a Town issued credit card. It must be filled out completely and signed by both the cardholder and the Town Manager.*

*Date received by the Finance Director:* \_\_\_\_\_

*Finance Director Signature:* \_\_\_\_\_

**TOWN OF LAKE LURE  
REIMBURSEMENT FORM  
FOR ACCIDENTAL OR INAPPROPRIATE USE  
OF A TOWN ISSUED CREDIT CARD**

Complete this form if you accidentally used your credit card for non-Town of Lake Lure use (including personal use) or you used a credit card inappropriately and have been contacted by the Finance Director for reimbursement. This form, original receipts, and a copy of the reimbursement check, should be attached to this form and submitted to the Finance Director after it is signed by the Town Manager.

**\*\*\*\*REMINDER\*\*\*\***

Appropriate action will be taken against personnel for inappropriate use that is repetitive and/or intentional according to the Town Issued Credit Card Policy. Infrequent, inadvertent personal use that is quickly acknowledged and reimbursed should not result in action against the cardholder.

Date of Purchase	
Merchant Name	
Amount of Purchase	

*Describe the nature of the accidental or inappropriate use and how it occurred.*

*Describe how you plan to prevent future misuse.*



**TOWN OF LAKE LURE  
REIMBURSEMENT FORM  
FOR ACCIDENTAL OR INAPPROPRIATE USE  
OF A TOWN ISSUED CREDIT CARD**

Cardholder Name	
Cardholder Signature	
Town Manager Signature	

Date Received by Finance Director \_\_\_\_\_

Finance Director Signature \_\_\_\_\_

**SECTION TWO.** Town staff and elected officials shall abide by all terms and conditions within the adopted credit card policy.

**SECTION THREE.** This policy shall become effective upon adoption.

**READ APPROVED AND ADOPTED** this 13<sup>th</sup> day of June, 2023

**VIII. UNFINISHED BUSINESS**

There was no unfinished business to discuss.

**IX. NEW BUSINESS**  
**A. BUDGET UPDATE**

Finance Director Stephen Ford presented the budget update (Attachment A). Director Ford thanked staff for their help in the budgeting process. Director Ford Reviewed objectives that had been discussed during past meeting and reviewed proposed decreases that were discussed during the May 24<sup>th</sup> Council meeting. Director Ford provided Council with the following budget options in relation to objectives discussed:

- Option one (the fund balance option) takes into account the cuts and reduces the amount of funds to balance the budget. Director Ford noted that option one would require a tax adjustment to fund the fire engine debt service.
- Option two (partial full time equivalent option) would use cuts and increase personnel expenditures equal to those cuts, and would allow one Full Time Employee (FTE) in public

works. Director Ford noted that option two would also require a minor tax adjustment in order to fund the fire engine debt service.

- Option three (fully funded FTE option) would increase the tax rate to fund one full time fire personnel and fire engine debt service, and use cuts to fund two FTEs for Public Works.
- Option four (revenue neutral rate) would provide revenue neutral tax rate with consideration for growth and would include one full time fire personnel and fire engine debt service funded by fund balance, but would include no additional personnel.
- Option five (other).

Manager Perkins noted that there was about \$35,000 in option one for fund balance and that the math was wrong in option 3. Manager Perkins provided a bottom-line table (Attachment B) and reviewed with Council. Manager Perkins recommended that his choice would be option number four. Manager Perkins expressed that the need for public works personnel should be examined before using any tax dollars to fund additional FTEs.

Commissioner Doster asked Fire Chief Dustin Waycaster how long it would take to receive the fire engine once it is ordered. Chief Waycaster estimated 14 to 18 months and expressed that the one concern is if there is an increase in interest rate. Commissioner Doster asked if the Town had to put money down on the fire engine. Chief Waycaster answered that the Town could start the loan and debt service process while the truck is being built or could wait until the truck is delivered, but waiting until it is delivered can be a gamble with the interest rates.

Commissioner DiOrio expressed that he believes that the state shared sales tax revenue will be greater than 1.76, which will likely work in the Town's favor. Commissioner DiOrio noted that the Town's allocation in Rutherford County is based on ad valorem which has increased and will result in an increased distribution to municipalities.

Manager Perkins explained that the proposed budget is conservative and detailed fund balance. Manager Perkins also detailed that the proposed budget is close to revenue neutral. Commissioner DiOrio expressed support for a revenue neutral rate, since County property tax rates are increasing. Commissioner DiOrio recommended mitigating tax increase in Lake Lure when possible. Manager Perkins noted that out of the options discussed previously, option four does not include raising taxes. Commissioner DiOrio recommended capping taxes at the revenue neutral rate. Other Council members agreed and expressed support for option four.

Manager Perkins mentioned the possibility of piggy-backing for the fire engine.

Mayor Pritchett noted that the budget will be voted on during the June 28<sup>th</sup> special meeting at 5:00 p.m. There was consensus to pursue option four.

**IX. NEW BUSINESS**

**B. RESOLUTION NO. 23-06-13B ADOPTING THE 2023-2024 LAKE DRAWDOWN SCHEDULE**

Project Manager Michael Dydula explained that the proposed lake drawdown schedule is five months long and takes into consideration all stakeholders in Lake Lure. Project Manager Dydula expanded that the drawdown would begin November 1, 2023 and the Town would begin refilling the lake on March 31, 2024 at the latest. Mayor Pritchett reminded attendees that lake refill is dependent on rain and noted that the lake will be down 12 ft. this year. Mayor Pritchett also noted that the Town will only draw down the lake when necessary.

Commissioner Bryant made a motion to adopt Resolution No. 23-06-13B Adopting the 2023-2024 Lake Drawdown Schedule. Commissioner Doster seconded and all voted in favor. Resolution No. 23-06-13D was adopted as follows:

**RESOLUTION NO. 23-06-13D**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
ADOPTING THE 2023-2024 LAKE DRAWDOWN SCHEDULE**

**WHEREAS**, the Town Council of the Town of Lake Lure adopts a lake drawdown schedule annually; and

**WHEREAS**, Town Council understands the importance of the lake and shall only drawdown the lake as necessary; and

**WHEREAS**, there are priority projects to complete during the 2023-2024 drawdown season; and

**WHEREAS**, necessary projects include the GLS project in the North End of Sunset Cove, dredging, seawall and boathouse construction/maintenance, dam and hydroelectric plant maintenance, and sewer cleaning and maintenance; and

**WHEREAS**, the time to complete necessary projects within the 2023-2024 drawdown schedule is five months.

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

**SECTION ONE.** Town Council hereby adopts a 2023-2024 Lake Drawdown Schedule beginning with the drawdown of the lake on November 1, 2023 and refill beginning on March 31, 2024.

**READ APPROVED AND ADOPTED** this 13<sup>th</sup> day of June, 2023

Mayor Pritchett noted that Communications Director Laura Krejci will post the Lake Drawdown Schedule on the Town's website.

**IX. NEW BUSINESS**

**C. EASEMENT AND RIGHT-OF-WAY FOR ACCESS AND UTILITIES IN RELATION TO PARCEL #0642171441**

Community Development Director Michael Williams explained that the requested easement is for the Red Bird property located on Seton Road. Director Williams detailed that there a portion of the property's driveway is accessed through a small corner of the Town's property and that it has been this way for over 20 years. It was noted that the property is being sold and the new buyers are concerned about maintaining access and are requesting an official easement. Director Williams expressed that he believes that it is reasonable request and recommended establishing the easement to solidify the use of the path that has been utilized for many years. Director Williams added that the property also cuts through a neighboring property and there is an easement between them, as well.

Commissioner Doster made a motion to approve the easement and right-of-way for access and utilities in relation to parcel #0642171441. Commissioner DiOrio seconded and all voted in favor.

**IX. NEW BUSINESS**

**C. TOWN PROPERTY DISCUSSION**

Manager Perkins noted that that the Town had an appraisal report completed for the public works property located behind the arcade building. Manager Perkins explained that there is .55 acres listed for the property on the Rutherford County GIS which is not accurate and the property actually includes about an acre. Manager Perkins explained that the Town could add .45 acres that is attributable square footage to land that surrounds the well located on the property. It was noted that Director Williams helped with find an old survey map. Manager Perkins detailed the appraisal process with deed restriction versus no restrictions. Manager Perkins explained that the property is currently operating as a non-conforming use and anyone who would purchase the property as conforming will have to spend money on the site to achieve conforming use, so that is factored into the appraisal. Manager Perkins noted that the excess property is being looked at from the appraisal value of the .45 acres and expressed that he believes that would add an additional \$108,000. It was noted that this will be discussed in greater detail at the next work session meeting. Manager Perkins mentioned that he spoke with Public Services Director Dean Lindsey, who noted that it would be the town's cost to close the well located on the property and that the well's water supply is the town's biggest supplier and replacing the well may cost a half million dollars.

Manager Perkins noted that a market rent rate study was completed for the ABC Store property and he is going to present Council with a plan to market the ABC Store at the work session meeting. Manager Perkins summarized that the plan is to advertise, entertain proposals, receive

proposals and evaluate intended use, review business plans, and proceed as necessary. It was noted that an idea is to create a small ad hoc committee that would evaluate proposals to determine a recommendation for Council to move forward with selecting a proposal. It was noted that after review of the marking plan at the work session, the Town will establish due date and required details to include in a submittal package.

<b>XI. ADJOURNMENT</b>
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With no further business, Commissioner Bryant made a motion to adjourn the meeting at 6:39 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, JUNE 28, 2023, 8:30 A.M. AT THE LAKE LURE MUNICIPAL HALL**

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

William Hank Perkins, Jr., Town Manager  
William Morgan, Jr., Town Attorney  
Michael Dydula, Project Manager  
Dustin Waycaster, Fire Chief  
Stephen Ford, Finance Director  
Michael Williams, Community Development Director  
Laura Krejci, Communications Director

**ABSENT:**

**I. CALL TO ORDER**

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

**II. AGENDA ADOPTION**

Commissioner Bryant made a motion to adopt the agenda, as amended. Commissioner DiOrio seconded and the motion carried 4-0.

**III. VALVE INSTALLATION AND GMP UPDATE**

Project Manager Michael Dydula explained that he had a meeting with both engineers and contractors for the dam valve project and sewer project. It was noted that Morgan Corporation, reservoir drain valve contractors, were concerned about getting the barge and crane into the water

with the lake drawn down. It was also noted that Morgan Corporation had been experiencing issues obtaining a bulk head cover, so they are in the process of modifying the design of the bulk head and do not anticipate getting the bulk head until December. Project Manager Dydula explained that due to Morgan Corporation's concerns, he asked Ruby-Collins about the possibility of having the lake drawdown for only three months. It was noted that the procurement of the bulk head is driving the schedule, and the Town cannot draw the lake down until Morgan Corporation is able to place their barge and crane into the water. Project Manager Dydula added that he asked Ruby-Collins to provide him with a new GMP that would not include borings, and expressed that he hopes to get update this week in regard to both a new GMP and the bulk head. Commissioner Doster asked for verification that Project Manager Dydula is now suggesting a three month drawdown period including only the Sunset Cove GLS completion and Project Manager Dydula answered that is his suggestion as of right now, but he is not comfortable with making the decision at this time. Commissioner DiOrio asked for verification that the Town cannot draw the lake down until Morgan Corporation has the bulk head and Project Manager Dydula verified that Commissioner DiOrio is correct. Commissioner DiOrio noted that the lake level is independent of valve installation, so if the drain valve is not completed at by end of March it does not matter for Morgan Corporation and Project Manager Dydula confirmed that refilling the lake is independent of the valve installation. Project Manager Dydula discussed that the schedule bid by Morgan Corporation had changed from January to February. It was summarized that the valve should be available in December, Morgan Corporation will get their barge on the lake, the Town will begin Lake Drawdown, Ruby-Collins will begin work, and when Ruby-Collins completes their work the Town will begin refilling the lake. Commissioner DiOrio expressed that he wants to know how this impacts the price of the GMP. Project Manager Dydula expressed that he hopes that once the valves are installed this year, the Town will begin working heavily on the sewer project. Project Manager Dydula advised that Morgan Corporation will begin staging some equipment for temporary access after the 4<sup>th</sup> of July. It was noted that in conjunction with the drawdown, Project Manager Dydula will be meeting with HDD contractors in the near future. Project Manager Dydula expressed that in the best case scenario the installation of the valves, GLS, and HDD will be in progress during the drawdown period. It was noted that the drawdown schedule should not be changed until more information is available. Project Manager Dydula explained that he should have update by the end of the week.

#### **IV. REVIEW PROPOSED LABELLA TASK 18 – GEODESIC DOME TANK COVER**

Project Manager Dydula noted that water tank 20 has an old wooden cover with shingles and that the North Carolina Department of Environmental Quality (DEQ) is advising that it is getting dilapidated. It was explained that LaBella Associates has recommended a geodesic dome cover for the tank as a solution. Project Manager Dydula noted that plexi-glass could be used to avoid cutting trees. It was noted that this will be on the regular July meeting agenda for approval.

#### **V. PROJECT MANAGER UPDATES**

Project Manager Dydula announced that the Town will hold a pre-bid meeting on July 11<sup>th</sup> for the Tryon Bay house removal and will try to open bids on July 25<sup>th</sup>.

Project Manager Dydula noted that he will be participating a big safety meeting with Morgan Corporation this morning.

Commissioner DiOrio asked about the status of the water system management plan. Town Manager Perkins explained that he had signed final paperwork for the water system management plan. It was agreed upon that Project Manager Dydula will further follow up with Public Services Director Dean Lindsey and Brian Houston with LaBella. Commissioner DiOrio asked if this is the last element needed for the Firefly Cove water system project and Manager Perkins expressed that he believes that this is the final element needed.

Commissioner Proctor asked if the plastic will be clear for the geodesic dome and Project Manager Dydula explained that he is not exactly sure what LaBella has in mind, but a few options will be examined. Commissioner Proctor expressed concern with the appearance of the cover, if trees are cut.

<p><b>VI. DISCUSS EMERGENCY SHELTER / LAKE LURE CLASSICAL ACADEMY CAFETERIA</b></p>
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Manager Perkins summarized that Communications Director Laura Krejci attended a meeting at Lake Lure Classical Academy (LLCA) and was approached by the academy to ask if the Town would like to reaffirm looking at the designating LLCA as an emergency shelter. Manager Perkins expanded that the LLCA asked if the Town would be willing to participate in helping with new construction at the school. Manager Perkins provided information from Fire Chief Dustin Waycaster. Chief Waycaster explained that the Town would need to assist LLCA with power, the transfer switch, lighting, and heating system. Chief Waycaster noted that the transfer switch would be the biggest need in order to make LLCA an emergency shelter. Manager Perkins recommended discussing this matters with the LLCA's architect in regard to bids for transfer switch, wiring, and other elements. It was noted that it is the Town staff's opinion that a portable generator will suffice. It was also noted that bids would come back under the LLCA's bidding process and will include the base bid for necessities, an alternate for switch, lighting, and generator. It was recommended that the Town can then evaluate the level of involvement following the LLCA's bid process. Council expressed support for communicating with LLCA about this and re-evaluating in the future.

Mayor Pritchett asked how many people LLCA could accommodate as an emergency shelter and Chief Waycaster answered that he is not yet sure and that it would need to be determined through working with an architect. Commissioner Doster asked if something like this could have been used for the Party Rock fire and Chief Waycaster answered yes. Chief Waycaster noted that flood plains are setbacks for the current shelters and that emergency shelters are often used during weather events. It was explained that the Lake Lure Fire Department and Town Hall have backup generators, but the other shelters in the area do not. Commissioner DiOrio noted that the Public Works department is looking into purchasing a portable generator which could be used if a portable generator will suffice.



## **VII. BUDGET REVIEW**

Finance Director Stephen Ford noted that he wanted to follow-up from the last session in which budget options were discussed and option four was agreed upon. Director Ford reviewed the budget ordinance that will be addressed at the special meeting tonight. Director Ford expressed that he believes that objectives have been met. Manager Perkins noted that evening, he will take elements from his initial budget message and revise it to be up-to-date and read pertinent highlights during the staff report portion of the public hearing.

Commissioner DiOrio noted that he went back to the County budget and it was rolled-back a bit. Commissioner DiOrio expressed that the property tax re-evaluation has created a burden on Lake Lure tax base because of a huge increase going from the County. Commissioner DiOrio noted that the people of Lake Lure need to know that more money is going to the County, and that the Town is neutral. Commissioner DiOrio explained that if a resident's appraisal increased over 38% their taxes will increase. Commissioner DiOrio noted that the state shared revenue is going to increase by about 6% and the our rate in the county will increase around 20%, which will work in the Town's favor because the state should redistribute funds based on ad valorem value. Commissioner DiOrio expressed that the Town's budget is conservative. Commissioner DiOrio asked how much the general fund balance increased from this year to next year and Director Ford answered that it should increase by about \$300,000 and that it should increase each year. Director Ford expressed that the Town has a healthy fund balance. Commissioner DiOrio noted that the Town has maintained a revenue neutral posture and that the Town is not spending more money that has been considering growth, but residents will still see an increase in taxes due to the County.

## **VIII. REVIEW END OF FISCAL YEAR BUDGET AMENDMENTS**

Director Ford explained that there are three budget amendments that will be on the agenda during the special meeting later in the day and that the budget amendments are for ensuing proper bookkeeping and auditing purposes.

Director Ford explained that Budget Amendment #348 is for the purchase of two vehicles from public works that occurred last fiscal year, but fell into this fiscal year, so the payment process went past the accrual process. Director Ford added that the Town has the money, but the budget amendment is to ensure property bookkeeping for audit purposes.

Director Ford detailed that Budget Amendment #349 reflects that there were Town vehicles involved in accidents and insurance proceeds were required from the claims, but the Town also had increase in expenses, so the budget amendment authorizes the expense for the vehicle repair line item. Commissioner DiOrio asked if insurance does not cover it all and Director Ford explained that it is a bookkeeping measure and all expenses should be reimbursed through insurance. Commissioner Doster recalled that last year the Town decided to eliminate take home vehicles and asked this decision is being implemented. Manager Perkins answered yes, pursuant to the personnel policy. Director Ford noted that he had been tracking gas expenditures.

Director Ford noted that Budget Amendment #350 is also for bookkeeping. Director Ford

expanded that when the Town absorbed all expenditures of the sewer project, it was known that they would be reimbursed, but in a couple of instances fund balance transfers were approved for the time period before reimbursement. Director Ford noted that there was no increased cost, it is just for authorization of reimbursements that are not received before the end of the fiscal year. Council and staff discussed the funding source for Budget Amendment \$350.

**IX. DISCUSS FORMER ABC STORE PROPERTY NEEDS**

Manager Perkins explained that Director Lindsey had received a quote for painting the interior of former ABC Store building, and is going to request another quote for the flooring improvements. Manager Perkins provided Council with photos of the current state of the interior of the building. Manager Perkins asked if Council would like to make improvements before renting the building or leave it as is for the time being. Commissioner Proctor expressed support for painting the interior with a neutral color, but noted that it may not be beneficial to do floors. Other Council members agreed with the flooring. Commissioner Proctor recommending tearing off a portion of the existing flooring to see what the concrete is like underneath. Commissioner Doster expressed that the Town may not need to put money into painting the interior yet, as some details could be addressed in a lease. Commissioner Proctor expressed that any tenant is going to want to remove the existing wallpaper. Commissioner DiOrio asked if the Town will be doing anything with the building prior to entering into a lease. Manager Perkins noted the inspection of the property that Fire Chief Waycaster had completed, and pointed out that Chief Waycaster's findings are provided in the meeting packet. It was discussed that based on Chief Waycaster's finding, it is evident that the existing Community Hall located in Town Hall is a better spot for a community center than the former ABC Store location. Commissioner Doster expressed that he would rather enter into a lease sooner than later, rather than creating a temporary community hall. Council and staff discussed limitations for building use, which are especially evident for restaurant usage.

**X. DISCUSS FORMER ABC STORE PROPERTY MARKETING PLAN**

Manager Perkins provided Council with a marketing ad that he created for the lease of the former ABC Store property. Manager Perkins explained that Request for Proposals (RFPs) will be reviewed as they are received, there is no deadline in submitting RFPs, and the Town can make a decision when there is an RFP of interest. Manager Perkins asked if Council would like to include a rent price in the ad. Manager Perkins also asked if Council was interested in looking into including pool creek parking. Manager Perkins noted that he had received a question from someone asking if the Town would entertain the use of the boat ramp and docks where police boat is housed on the property. Commissioner DiOrio expressed support for the possibly use of the ramps, but not the docks. Commissioner Proctor expressed that if the lease can afford the Town new docks, it may be possible but otherwise he is not in favor of use of the docks. Commissioner Doster noted that a concession agreement may be necessary depending on what the property is used for. Council and staff discussed property acreage. Commissioner DiOrio noted that there is parking down road that could also possibly be utilized. Council discussed not excluding any options from RFPs. Staff and Council discussed local contractors' temporary use of the property's docks.

Manager Perkins stated that he had been working on minimum rent rate and gave the example that if the Town desired \$2,500 per month, that would be \$10/sq. ft. and the total would be \$30,000

per year. Manager Perkins noted that another aspect to consider is seasonal rent and explained that El Lago functions seasonally and rent is based on the total annual amount desired by the landlord. Mayor Pritchett expressed that it should be made clear that the amount that the Town decides to list in the ad is only the minimum and a higher rate may be expected. Commissioner DiOrio noted that the \$2,500 discussed is just for the building and if other assets of the property are utilized, it would need to be considered in the rent rate as well. Commissioner Proctor led discussion regard to possible uses and it was noted that everything is dependent what is offered in RFPs. Council agreed on \$2,500 as a minimum starting point for rent. Council members expressed support for the ad, with the addition of the minimum rent rate. Commissioner Proctor recommended adding lakefront to the property description.

Council expressed that they would like to review all RFPs submitted. It was noted that adjoining area use can be negotiated.

Commissioner Bryant noted that he does not want to negatively impact surrounding businesses with reducing public access to docks. Council discussed that this will not happen. It was also noted that the adjacent church takes up a significant amount of parking on Sundays.

## **XI. DISCUSS NEW ABC STORE LOCATION SIGNS**

Community Development Director Michael Williams explained that the ABC Store signage has been in progress and that ABC Store staff moved their two logos from the old Store location to the new location and placed them on the building walls. Director Williams noted that the Store also has a roof sign and that the Store will not be using a sign over the warehouse section because the Code of Ordinance only allows for one sign per business. Director Williams added that this rule also applies to the two logos that they brought from the old store location, but since it is sort of a quasi-governmental sign, it could be considered exempt due to the Town's governmental signage ordinance. Director Williams explained that governmental signs are exempt from the Town's sign regulations upon review from the Zoning and Planning Board and approval from Town Council. It was noted that the Zoning and Planning Board had reviewed the signs. Director Williams expressed that his personal recommendations recommendation, because of clutter discussions had by the Zoning and Planning Board, is to allow the red ABC letters on each side of the building but remove the liquor store signage at the bottom of the red letters.

Commissioner Proctor explained that the street signage and top of building signage is what can be seen from the street, but the attached letters cannot be seen until the parking lot is reached. Commissioner Proctor expressed that he has no issue with allow the signage to remain, as is.

Commissioner Doster noted that a spotlight sign was also discussed by the ABC Board and Council expressed that a spotlight sign would not be necessary or attractive. Commissioner Doster agreed to relay to the ABC Board that Council is not in favor of a spotlight sign.

There was consensus for support to allow the Store signs to remain, as is. It was noted that this will be officially approved at the next regular Council meeting.

Mayor Pritchett announced that the assistant ABC Store Manager, Earl Russell, had passed away yesterday and offered condolences.

**XII. DISCUSS LAKE LURE TOURS CONCESSION AGREEMENT**

Manager Perkins explained that he had spoken with Mr. George Wittmer with Lake Lure Tours (LLT) in regard to maintenance responsibilities because the responsibilities are not completely clear in the existing Concession Agreement between the Town and LLT. Manager Perkins expanded that during the conversation, Mr. Wittmer offered an alternate proposal for LLT assume responsibility for all maintenance and repairs on site in exchange for an additional five years to the Concession Agreement. Manager Perkins noted that he spoke with Town Attorney William Morgan and it was proposed that the existing Concession Agreement be terminated and a new Concession Agreement be executed with exceptions that LLT will be responsible for all maintenance and it will be a 10 year Agreement. It was noted that one aspect to consider is that the Town may still need to obtain permits for any maintenance since the Town is the owner of the property. Commissioner Doster recommended adding verbiage that details that if any repairs or significant maintenance is made, the Town should have oversight and final approval and Attorney Morgan noted that it this is already included in the draft agreement. There was support from Council and Manager Perkins noted that minor improvements will be made to the draft and it will be on the agenda for approval at the July regular meeting.

**XIII. DISCUSS FISCAL YEAR 23-24 SALARY GRADE SCHEDULE**

Manager Perkins explained that in his past experiences, the salary grade schedule was adopting as a part of the budget. Manager Perkins noted that the proposed Fiscal Year (FY) 2023-2024 Salary Grade Schedule in the packet is reflective of the 6.25% Cost of Living Adjustment (COLA) being recommended within the budget. There was consensus to approve the FY 23-24 Salary Grade Schedule at the regular meeting in July.

**XIV. DISCUSS DANCING FESTIVAL**

Director Krejci noted that the Chamber of Hickory Nut Gorge is planning to hold a Dance Festival on September 16, 2023. Director Krejci explained that the Chamber would like to utilize Morse Park and the former dirty dancing festival would be used for scale to plan the event. It was detailed that the Chamber had proposed renting the space from September 15<sup>th</sup> through 17<sup>th</sup> for set up, the event, and clean up. Director Krejci noted that the Chamber would like to utilize the Town's parking and would need approval from the Town to charge for parking. Director Krejci added that the Chamber would also need a waiver for the peddler's ordinance and possibly a waiver for the noise ordinance. It was noted that that there will be tents, vendors, beer, and other activities. There was consensus to approve waivers at the regular July meeting. Commissioner DiOrio asked if Town staff would be providing services and Director Krejci explained that the Chamber had hired two off-duty officers to work the event along with their own service providers.

Director Krejci expressed that her only concern is ensuring that visitors who are not participating in the festival and are using areas outside of the rented area have access, such as use of the gazebo. Commission Bryant noted that there were barricades placed in the past to avoid this. Commissioner Doster advised against booking any weddings or rentals of the gazebo during the event.

**XV. TOWN MANAGER UPDATES**

There were no further updates from the Town Manager.

**XVI. CLOSED SESSION**

Commissioner Doster made a motion to enter into closed session in accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters and G.S. 143-318.11(a) (3) for attorney client privilege. Commissioner seconded and all voted in favor.

During closed session, Town Council completed the Town Manager's performance evaluation, a real property lease proposal, and easements for the HDD Project.

Commissioner Proctor made a motion to return to open session. Commissioner Doster seconded and all voted in favor.

**XVII. ADJOURNMENT**

Commissioner Bryant made a motion to adjourn. Commissioner Doster seconded and all voted in favor. The meeting was adjourned at 11:25 a.m.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL  
HELD WEDNESDAY, JUNE 28, 2023, 5:00 P.M. AT THE LAKE LURE MUNICIPAL  
HALL**

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

William Hank Perkins, Jr., Town Manager  
Stephen Ford, Finance Director

**ABSENT:** Commissioner Jim Proctor  
William Morgan, Jr., Town Attorney

**I. CALL TO ORDER**

Mayor Carol C. Pritchett called the special meeting to order at 5:00 p.m.

**II. AGENDA ADOPTION**

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

**III. PUBLIC HEARING FOR ORDINANCE NO. 23-06-28 ADOPTING THE FISCAL  
YEAR 2023-2024 BUDGET**

**i. STAFF REPORT**

Town Manager Hank Perkins read the following message:

*Honorable Mayor and Town Council and those in attendance,*

*This evening, we are having a public hearing on the **Town of Lake Lure Budget for Fiscal Year 2023-2024** commencing July 1<sup>st</sup>, 2023, and ending June 30<sup>th</sup>, 2024. This budget is based on careful analysis of departmental operating budgets, Capital requests, and prioritized needs identified by department heads through one-on-one meetings and with consideration of discussions and outcomes that resulted from our Council Planning Meeting on January 11<sup>th</sup>, 2023 and subsequent budget deliberations held by Council.*

*This budget was originally presented at a council meeting on May 17<sup>th</sup>, 2023. As stated previously stated, the Town Council met to conduct budget reviews and deliberations on three dates in the months of May and June. The budget for consideration during this evening's public hearing, is a result of those meetings with the Council.*

*The general fund budget is proposed as balanced at \$9,511,465. This includes \$219,014 in appropriated fund balance for non-recurring capital costs and projects first year cost of debt service for a new Fire Truck apparatus.*

*The County of Rutherford conducted a re-valuation in 2022. As a result of that revaluation, Lake Lure property values are estimated to have increased by 56.3 percent over previous valuations. North Carolina General Statutes require that a "revenue neutral" tax rate be stated as a part of the town's proposed budget message, which was presented on May 17<sup>th</sup>. The final revenue-neutral rate for the Town of Lake Lure is calculated at \$0.357 per \$100 of property value. The budget as presented for approval is balanced at the final calculated revenue neutral tax rate of \$0.357 per \$100 of property value. Thus, the following tax rate factors are as stands: a 15.7 cent rate for municipal services, 7.3 cent rate for fire protection services and a 12.7 cent rate for dam capital reserve fund. The total net taxable value is \$1,327,199,558. This should generate \$4,666,604 in tax revenue on real, personal, and utility property, assuming the current collection rate by Rutherford County of 98%.*

*The Water and Sewer Fund is proposed as balanced at \$1,650,360. With no recommended changes for Water/Sewer Rates as compared to Fiscal Year 22-23.*

*The Town has a Hydro Fund that is balanced at \$300,150 with revenue derived from a power purchase agreement with Duke Energy. The hydropower generation equipment is used as a method to regulate lake levels while generating income through hydropower production.*

### ***Provision of Services***

*The budget anticipates the service levels of Fire, Police, Public Services, Administration, Communications, Community Development, Parks/Recreation & Lake, and Utilities to continue at current service levels.*

*The budget does provide for new initiatives such as planning the development of a new Fire Department facility, the continued implementation of the Morse Park Master Plan, the planning process for the redevelopment of the park space, and a transportation*

*initiative that will hopefully lead to establishing crucial pedestrian connectivity with the Chimney Rock Village.*

### ***Capital Infrastructure Projects and Lake Dredging***

*Outside of our regular operations, this budget also provides support to crucial major infrastructure projects such as the Replacement Dam project, the replacement of our subaqueous sewer system, and our wastewater treatment plant. All of which are major multiyear projects.*

*It is anticipated that the Town will be engaged in a project to install drain valves in our dam to provide the ability to drain the lake if necessary to as low as 20'. The valves themselves were purchased in fiscal year 2022-2023. The cost of the project is expected to be approximately \$8 million and is expected to be completed in the spring of 2024. The cost of this project will come from capital reserves that are dedicated to the replacement of the Dam. The first reserve has a balance of approximately \$3.2 million and is funded by an annual contribution from the general fund of \$1.6 million. The second capital reserve is approximately \$16 million dollars which was established by an appropriation by the North Carolina General Assembly.*

*Lake Lure's infrastructure projects for the replacement sewer system, as well as the replacement wastewater sewer plant, are both supported by funds from the American Rescue Plan (ARPA) for \$8 million and a State Revolving Loan from the State of North Carolina for \$12.5 million.*

*The budget provides funds of \$1 million annually for lake dredging activities. We have support from the State of North Carolina for a grant reimbursement of up to \$750,000 in support of these activities.*

### ***Personnel***

*The budget as proposed supports 41 full-time equivalent (FTE) positions. Of these full-time positions, 38 are in the General Fund, 2 full-time positions are in the Utility Fund and 1 full-time position is in the Hydro Fund. This includes one additional position that is recommended for inclusion in the Fire Department starting for Fiscal Year 2023-2024.*

*The Town provides a full benefits package including medical, dental, vision, retirement, and 401(k) match of up to 5%. In addition, Lake Lure provides a post-retirement benefit to provide health insurance after retirement with at least 5 years of service to the Town of Lake Lure.*

*We have included a market adjustment of 6.25% to adjust the Town's annual compensation for both existing and new employees. A 10% increase is provided for health insurance with no expected increases for either dental or vision plans.*



**Conclusion**

*I wish to recognize the monumental efforts of staff in the formulation of this budget, specifically Mr. Stephen Ford, Finance Director, and our professional department heads and their staff. Without their tireless efforts, it would not have been possible for this budget to be prepared.*

*Lastly, I wish to acknowledge the support of the Town Council. On behalf of the staff, thank you for the efforts that you put forth every day for the Town of Lake Lure. Your guidance has been essential in our ability to develop and put forth this proposed budget for your consideration.*

**ii. PUBLIC HEARING**

Mayor Pritchett opened the public hearing.

There were no comments.

Commissioner Doster made a motion to close the public hearing. Commissioner Bryant seconded and the motion carried 3-0.

**iii. COUNCIL DELIBERATION**

There was no Council deliberation.

<p><b>IV. CONSIDERATION OF ADOPTION OF ORDINANCE NO. 23-06-28 ADOPTING THE FISCAL YEAR 2023-2024 BUDGET</b></p>
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Council members reviewed Ordinance No. 23-06-28 Adopting the Fiscal Year 2023-2024 Budget.

Commissioner Doster made a motion to adopt the Ordinance No. 23-06-28 Adopting the Fiscal Year 2023-2024 Budget. Commissioner Bryant seconded and the motion carried 3-0. Ordinance No. 23-06-28 was adopted as follows:

**ORDINANCE NO. 23-06-28**

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2023-2024 BUDGET FOR THE TOWN OF LAKE LURE, NORTH CAROLINA**

**SECTION 1.** In accordance with G.S. 159-13 (a), the Town Council of the Town of Lake Lure adopts this ordinance entitled Town of Lake Lure 2023-2024 Budget.

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

**REVENUES**

**I. GENERAL FUND**

Ad Valorem and Vehicle Taxes	4,666,604
State Shared Revenues & Grants	2,860,050
Land Use Fees	67,255
Cultural and Recreation	1,252,800
Miscellaneous Revenues	60,742
Transfer from Capital Reserve	219,014
Installment Agreement Proceeds	385,000

**TOTAL GENERAL 9,511,465**

**II. WATER/SEWER FUND**

**TOTAL WATER/SEWER 1,650,360**

**III. ELECTRIC FUND**

**TOTAL ELECTRIC 300,150**

**GRAND TOTAL - ALL FUNDS 11,461,975**

**EXPENDITURES**

**I. GENERAL FUND**

Governing Board	43,800
Administration	1,198,000
IT/Telecommunications	118,200
Police	1,040,735
Fire	1,046,405
Sanitation	235,000

Minutes of the June 28, 2023 Special Town Council Meeting Minutes

Public Works	697,200
Economic Development	118,800
Community Development	513,300
Parks, Recreation & Lake	721,900
Beach & Marina	17,500
Dam/Watershed Protection	25,000
Non-Governmental	188,000
Capital Outlay & Projects	1,566,000
Debt Service	381,625
Transfer to Dam Capital Reserve Fund	1,600,000
<b>TOTAL GENERAL</b>	<b>9,511,465</b>

**II. WATER/SEWER FUND**

Water Operations	371,200
Sewer Operations	598,800
Capital Outlay and Bonus	335,000
Debt Service	119,945
Transfer to Fund Balance (Equity)	225,415
<b>TOTAL WATER/SEWER</b>	<b>1,650,360</b>

**III. ELECTRIC FUND**

Operations	300,150
Capital Outlay	-

<b>TOTAL HYDRO-ELECTRIC FUND</b>	<b>300,150</b>
<b><u>GRAND TOTAL – ALL FUNDS</u></b>	<b>11,461,975</b>

**SECTION 3.** To achieve this budget program, the Town Council of the Town of Lake Lure, in accordance with G.S. 159-13 (c), the tax rate shall be 0.357 per \$100.00 of property valuation (municipal services at 0.157 per \$100.00, Dam capital .127 per \$100.00 and fire district tax at 0.073 per \$100.00 of property valuation).

**SECTION 4.** Pursuant to the authority set forth in Article 20, Chapter 160A of the North Carolina General Statutes, the Town of Lake Lure and Rutherford County have entered into a contractual agreement to provide for centralized and systemized billing and collection of property taxes in Rutherford County. Under this agreement the County will perform for itself and the Town all of the tax collection functions prescribed in Subchapter 50 of Chapter 105 of the North Carolina General Statutes (often referred to as the Machinery Act). This joint tax collection system shall commence with the tax levy for the fiscal year beginning July 1, 2023. In accordance with section V. of this agreement, the Town of Lake Lure hereby adopts the same tax discount schedule as the County for the Town's tax levy for the fiscal year commencing July 1, 2023.

Adopted the 28<sup>th</sup> day of June, 2023.

**V. CONSIDERATION OF ADOPTION OF FISCAL YEAR 2023-2024 FEE SCHEDULE**

Manager Perkins noted that Council was provided with the proposed Fiscal Year 2023-2024 Fee Schedule in the meeting packet, but there was a recommendation to increase the fee for recycling bins from \$18 to \$25 in order to cover the costs of the bins.

Commissioner DiOrio asked if the Lake Use Fee Schedule was not included because it is the responsibility of the Marine Commission and it was explained that the Lake Use Fee Schedule is adopted by the Marine Commission on a calendar-year basis.

Commissioner Bryant made a motion to adopt the Fiscal Year 2023-2024 Fee Schedule. Commissioner DiOrio seconded and all voted in favor. The Fiscal Year 2023-2024 Fee Schedule was adopted as follows:

GENERAL FEES		Effective: FY 2023-2024		
Rental Facilities	Standard Rate	Discounted Rate (for qualifying charitable events /Town Employees	Security Deposit	Trash Disposal Fee
Lake Lure Pavilion (Gazebo) - per event	\$500	\$100	\$250	\$200
Community Hall - Half Day Rental (<4 Hours)	\$100	\$50	\$250	
Community Hall - Full Day Rental (>4 Hours)	\$200	\$50	\$250	
Morse Park Meadows Rental Rates	Standard Rate		Security Deposit	Trash Disposal
Meadows - Full Day Rental	\$250		\$250	\$200
Meadows - Full Day Rental - Qualifying Charitable Event	\$100		\$250	\$200
Electric Hook-up	\$10 per day			
Water Hook-up	\$10 per day			

Minutes of the June 28, 2023 Special Town Council Meeting Minutes

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

UTILITY BILLING			Effective: FY 2023-2024	
Water & Sewer Connections	Water Inside Rate	Water Outside Rate	Sewer Inside Rate	Sewer Outside Rate
Connection 3/4" or less	\$1,155	\$1,445		
Connection 1"	\$1,735	\$2,080		
Connection 2"	\$2,890	\$3,235		
Connection 3"	\$4,045	\$4,620		
Connection 4"	\$5,780	\$6,355		
Connection 4" or less			\$1,155	\$1,445
Connection 6"			\$1,735	\$2,080
Connections 8"			\$2,890	\$3,235
Discovery of Unapproved Connection:			Double Tap Fee + 2 yrs service back pay	
<b>Monthly Water Rates</b>				
Basic Service Residential	\$35.00	\$70.00		
Basic Service Commercial	\$42.00	\$85.00		
Usage 0-5,000 gals. (per 1,000 gal. rate)	\$5.80	\$11.60		
Usage over 5,000 - 20,000 gals.	\$6.66	\$13.32		
Usage over 20,000 gals.	\$7.44	\$14.88		
<b>Monthly Sewer Rates</b>				
Residential User			\$90.00	\$180
Comm.- Small User			\$103.00	\$206
Comm.-Medium User			\$182.00	\$364
Comm.- Large User			\$286.00	\$572
Comm.- X Large User			\$627.00	\$1,254
Comm.- XX Large User			\$1,254.00	\$2,508
<b>Other Fees</b>				
Late Payment	\$25.00	\$25.00	\$25.00	\$25.00
Water Turn-On Fee (voluntarily turned off)	\$40.00	\$40.00		
Utility deposit for renters	\$200.00	\$200.00	\$200.00	\$200.00
Transfer Fee	\$20.00	\$20.00	\$20.00	\$20.00
Re-connection Fee (non-payment cutoff)	\$200.00	\$200.00	\$200.00	\$200.00
<b>Chimney Rock Water Bimonthly Rates</b>				
Basic Service Residential	\$60.00			
Usage 0-5,000 gals. (per 1,000 gal. rate)	\$2.50			
Usage over 5,000 - 20,000 gals.	\$3.00			
Usage over 20,000 gals.	\$4.00			

Minutes of the June 28, 2023 Special Town Council Meeting Minutes

Garbage / Recycling			
Curbside Residential Garbage Collection (weekly)	free	included in taxes	
Curbside Collection of Hard Trash or Lake Debris	free	by appointment	
Curbside Recycling Collections	\$8.50/month		
Recycle Bin & Lid	\$25.00		

LAND USE				Effective: FY 2023-2024
<b>Subdivision Applications</b>				
Master Plan Application	\$330			
Minor - Final Plat	\$250			
Major Preliminary Plat	\$820 + \$50 per lot			
Major Final Plat	\$500			
Plat Review	\$90			
<b>Professional Fees for DRC Reviews</b>	<b>&lt;1 acres of land disturbance</b>	<b>1-5 acres of land disturbance</b>	<b>5 or more acres of land disturbance</b>	
Erosion Control Plan	\$250	\$390	\$550	
Stormwater System	\$250	\$390	\$550	
Water System	\$90	\$330	\$400	
Sewer System	\$90	\$330	\$530	
Road Plan	\$50	\$320	\$430	
Sketch Plan (if requested)	\$370	\$370	\$370	
Each additional acre			\$90	
<b>Zoning Applications</b>				
Certificate of Zoning Compliance	see below			
Class I	\$210			
Class II	\$250			
Class III	\$290			
Class IV	\$330			
Vacation Rental Permit	\$300			
Conditional Use Permit	\$410			
Special Use Permit	\$410			
Conditional District Application	\$1,040			
Community Shopping Center	\$820			
Zoning Variance	\$480			
Zoning Text Amendment	\$510			
Zoning Map Amendment	\$510			
Zoning Appeal	\$300			
Permanent Sign	\$120 + \$1 per sq. ft. over 24			
Temporary Sign	\$120 + \$1 per day (waived for nonprofit comm. events)			
Mobile Food Vendor Permit	\$100			
<b>Civil Penalties for Zoning Violations (For each day the violation is not corrected, the violator will be</b>				
Notice of Violation	\$0			
1st Citation	\$65			
2nd Citation	\$130			
3rd Citation	\$260			
4th Citation	\$510			
<b>Code Enforcement Appeal (Non-Zoning)</b>				
Appeals Other than Zoning	\$80			
<b>GIS Maps (Custom Mapping)</b>				
24"	\$25			
36"	\$30			
42"	\$40			

ENVIRONMENTAL MANAGEMENT			
Land Disturbance Applications	<1 acres of land disturbance	1-4.9 acres of land disturbance	5 or more acres of disturbance
<100 sq. ft.	no permit		
100 sq. ft. - 499 sq. ft.	\$15		
500 sq. ft. - 10,000 sq. ft.	\$160		
> 10,000 sq. ft.	\$160/10,00 sq. ft.		
One Acre (43,560Sq. Ft.)		\$640	
Each 10,000 over 1 acre		\$160	
Five Acres			\$4,000
Each Additional Acre			\$800
<b>Licenses</b>			
Tree Service Provider	\$20.00		
Tree Service Hanbook	\$12.50		

**VI. BUDGET AMENDMENT #348 – PRIOR YEAR CAPITAL ROLLOVER FUNDING/EXPENDITURES FOR PUBLIC WORKS VEHICLE (FY 22-23)**

It was noted that Budget Amendment #348 was discussed during the June 28<sup>th</sup> work session meeting.

Commissioner DiOrio made a motion to approve Budget Amendment #348 for prior year capital rollover funding/expenditures for public works vehicle (FY 22-23). Commissioner Bryant seconded and all voted in favor.

**VII. BUDGET AMENDMENT #349 – INSURANCE PROCEEDS RECOGNITION (FY 22-23)**

It was noted that Budget Amendment #349 was discussed during the June 28<sup>th</sup> work session meeting.

Commissioner DiOrio made a motion to approve Budget Amendment #349 for insurance proceeds recognition (FY 22-23). Commissioner Doster seconded and all voted in favor.

**VIII. BUDGET AMENDMENT #350 – PRIOR YEAR CAPITAL EXPENDITURES ROLLOVER FUNDING FOR GENERAL (FY 22-23)**

It was noted that Budget Amendment #350 was discussed during the June 28<sup>th</sup> work session meeting.

Commissioner DiOrio made a motion to approve Budget Amendment #350 for prior year capital expenditures rollover funding for general (FY 22-23). Commissioner Bryant seconded and all voted in favor.



**IX. ADJOURNMENT**

Commissioner Bryant made a motion to adjourn. Commissioner Doster seconded and all voted in favor. The meeting was adjourned at 5:16 p.m.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

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

**Meeting Date:** July 11, 2023

**SUBJECT:** Resolution No. 23-07-11 Approving 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:**

Town staff and Lake Lure Tours (LLT) have been in the process of negotiating new Concession Agreement details. The purpose of the Concession Agreement is for the Lake Lure Tours' operation of the Town of Lake Lure Beach, Marina, and tour boats. Town staff and LLT have agreed upon proposing to enter into a new Concession Agreement, which would span from 2023 to 2033. In reciprocity of an additional five years to the Agreement, LLT would agree to assume responsibility for all maintenance. Town Attorney William Morgan, Town Manager Hank Perkins, and LLT have drafted a proposed Concession Agreement that fits the desires of both the Town and LLT. Town Council reviewed the proposed Agreement during the June 28<sup>th</sup> work session meeting and no concerns were expressed. Resolution No. 22-07-11 approves the proposed Lake Lure Tours Concession Agreement and replaces the Concession Agreement approved on February 14, 2023.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

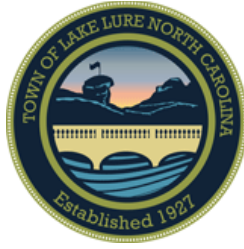
To adopt Resolution No. 23-07-11 Approving Lake Lure Tours Concession Agreement.

**ATTACHMENTS:**

Resolution No. 23-07-11 Approving Lake Lure Tours Concession Agreement;  
Proposed Lake Lure Tours Concession Agreement

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-07-11 Approving Lake Lure Tours Concession Agreement.



**RESOLUTION NO. 23-07-11**

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

**WHEREAS**, the Town of Lake Lure and Lake Lure Tours (LLT) entered into a Concession Agreement on February 14, 2023; and

**WHEREAS**, the Concession Agreement is for the purpose of safe, efficient, and beneficial operations of the beach, marine, and tour boats by Lake Lure Tours on Town of Lake Lure properties; and

**WHEREAS**, the Concession Agreement is also for the purpose of providing for future repairs, improvements, and modifications of the beach, marine, and tour boats as shall be deemed acceptable to and in the best interest of the Town and the residents of Lake Lure; and

**WHEREAS**, there have been desires expressed to enter into a new Concession Agreement with an overall term of 10 years; and

**WHEREAS**, there have also been desires expressed for LLT to assume responsibilities for all maintenance.

**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 Lake Lure Tours shall enter into a Concession Agreement on July 12, 2023 and it shall expire on June 30, 2033.

**Section 2.** Lake Lure Tours shall assume responsibilities for all maintenance upon entering into the Concession Agreement expiring on June 30, 2033.

**Section 3.** The Concession Agreement shall void and replace the Concession Agreement entered into on February 14, 2023 and the former Concession Agreement shall become ineffective on July 12, 2023.

**Section 4.** The Town of Lake Lure and Lake Lure Tours shall abide by all terms and conditions specified in the Concession Agreement.

**READ, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

**CONCESSION  
AGREEMENT FOR THE  
OPERATION OF THE  
TOWN OF LAKE LURE  
BEACH, MARINA AND TOUR BOATS**

**THIS CONCESSION AGREEMENT**, made this the \_\_\_ day of June, 2023 by and between the Parties: THE TOWN OF LAKE LURE, Lake Lure, North Carolina, a Municipal Corporation, hereinafter called "Town"; and Lake Lure Tours, Inc., a North Carolina Corporation, P. O. Box 10043, Fleming Island, FL, hereinafter called "LLT;"

**WITNESSETH:**

**WHEREAS**, the Town of Lake Lure owns a municipal marina facility and public beach on Lake Lure; and,

**WHEREAS**, the Town seeks to contract with a Firm to manage, operate and grow the beach, marina and tour boat operations and whose combination of experience and expertise will provide quality driven professional service to the Town of Lake Lure and its guests; and,

**WHEREAS**, the Town has determined that Lake Lure Tours, Inc. has the dedicated staff, strong financial assets and proven level of expertise needed to fulfill this operation; and,

**WHEREAS**, it is the general intent and purpose of this Concession Agreement (the "Agreement") to secure the safe, efficient and beneficial operation of beach, marina and tour boats, and to provide for such future repairs, improvements and modifications as shall be deemed acceptable to and in the best interests of the Town, its residents and their Concessionaire.

**NOW THEREFORE**, the parties in consideration of the mutual covenants herein contained, agree as follows:

**1. Use**

LLT agrees to manage, maintain, and operate the beach, marina and tour boat operations for the term set forth herein. LLT shall use the Facilities allocated to it in the Agreement, as set forth below, for no other purpose than the operation of the beach, marina, and tour boat operation services in strict conformance with the terms and conditions of this Agreement.

LLT agrees to manage the operation of the beach and marina during both seasonal and non-seasonal periods so as to make it available for recreational opportunities for all age groups and abilities in such a manner so as to promote wholesome tourism and to optimize the facilities' economic performance.

## **2. Facilities**

LLT shall operate the Marina and Tour Boat operations from the Marina located at 2930 Memorial Highway and the Beach operations from all the facilities located at 2724 Memorial Highway.

## **3. Hours of Operation**

LLT shall, with the approval of the Town, establish its hours of operation.

The Marina shall be open and staffed during all times that the boat tours are operating, with the exception of "after hours" special tour boat events such as Dinner, Sunset, and Special Event cruises.

The established hours of public admission use of the beach shall be from 10 a.m. through 6 p.m. daily, Memorial Day through Labor Day. The Beach will be opened daily from 9 a.m. to 5 p.m., from two weeks after Labor Day until one week prior to annual lake draw-down, and remain closed onward until Memorial Day without admission fee.

Unless otherwise approved in advance by the Town, all Facilities will be closed from 11 p.m. to 6 a.m.

Following the closing of the beach during normal business and off-season hours, the pavilion and a portion of the beach will be available for rent by individuals, groups and organizations. Scheduling and arrangements for rental of the pavilion and a portion of the beach will be reserved and coordinated through LLT.

## **4. Personnel**

LLT agrees to have a sufficient number of trained, qualified staff members on duty for the proper operation of the facilities. Said personnel will be employees of LLT. LLT agrees to maintain an efficient staff, which at all times shall be courteous to the public, well groomed, neatly dressed, and reflect favorably upon the Town. LLT shall require its employees to observe a strict impartiality as to rates and service. Lifeguards shall be in easily identifiable uniforms and maintain on file current Red Cross, or equivalent, lifeguard, CPR, and first aid certifications.

## **5. Qualifications**

LLT warrants that it has substantial financial capacity and resources sufficient to provide the operation and maintenance of the Facilities in compliance with the terms and conditions of this Agreement and has extensive experience in the operation and management of the facilities of this operation.

## 6. Maintenance, Repair, and Care of Premises and Grounds

LLT agrees that it shall keep any room, space, or area under its control or used in connection with its service, in a clean and sanitary condition.

LLT will be responsible for all properties' maintenance, repair and upkeep, including but not limited to the HVAC, Electrical, Plumbing, Structural, Landscaping, Beach renourishment, signage and the fuel dispenser. Attached hereto as Attachment B is a non-exclusive list of items for which LLT will be responsible. All such structures and equipment shall be operated and maintained in strict accordance with all applicable federal, North Carolina, Rutherford County and Town codes, regulations, and requirements. The Town shall have the right to enter upon and inspect the premises at any time during the term of this Agreement. If, as a result of such inspection, the Town determines that any deficiencies exist in the condition of those areas within LLT's area of responsibility, the Town shall provide notice to LLT in writing. LLT shall commence appropriate corrective work within five (5) business days of the date of such notice. If LLT fails to complete the appropriate corrective work within a reasonable time of such notice, as determined by the Town, the Town shall have the right to correct such deficiencies itself and to bill LLT for the cost of such work. LLT shall pay the bill for such work immediately upon presentation.

Upon termination of this Agreement, the premises, including the Facilities owned by the Town, shall be returned to the Town in as good an order, condition, and repair as they were in on the effective date, reasonable wear and tear excepted.

## 7. Utilities

LLT shall be responsible for all utility costs of the Facilities and their employees. LLT agrees to be billed directly for these charges by the utility provider and to make appropriate arrangements for said direct billing of services within thirty (30) days of the Effective Date. In the event that LLT fails to pay any utility bill resulting in a utility provider terminating any service and/or pursuing collection from the Town, the Town shall have the right to terminate the Agreement and to require LLT to immediately vacate the premises.

## 8. Pricing

LLT agrees that prices charged for its merchandise, food, and services shall be comparable to those charged by the local market and that it will honor the history and traditions of Lake Lure, but also deliver a high-quality product in several consumer price points. Merchandise, accessories, clothing, foods, and drinks normally associated with the operation of a beach and marina shall be permitted. The sale of other merchandise must be approved by the Town, which such approval shall not be unreasonably withheld. All vending machines will be provided by LLT.

For the 2023 season, the following admission fee and ticket pricing shall apply:

### Beach

Adult: \$10.00

Child: \$8.00

Senior: \$9.00

### Tour Boats

Adult: \$20.00

Child: \$10.00

Senior: \$18.00

Bus Tour (10 Ticket Minimum): \$17.00

The rental rate for the beach outside of the established business hours and during "off-season" periods will be at a rate of \$50.00 per hour. Organizations qualified with a 501(c)3 designation, will, depending upon availability, have use of the beach on a "first-come; first-serve" manner, at no fee.

Residents of the Town of Lake Lure and the Village of Chimney Rock and their immediate family members will not pay an admission fee to the Beach. Proof of residency is required.

LLT shall provide annually to the Town, no later than November 15 of each fiscal year, a proposed fee structure for the coming fiscal year. LLT shall provide the Town with sufficient information to evaluate the fees and programs for its operations. Such information shall include a full report of prior years' activity in all categories and shall, if reasonably available to LLT, include an analysis of the type of users of the facilities in the prior year and revenues associated with major categories. If proposed by LLT, and unless the proposal is deemed to be excessive by the Town, the Town shall agree, which agreement shall not be unreasonably withheld, on any changes in the fee schedule at the December meeting of the Town Council, applicable to the next concession year.

#### **9. Licenses and Permits Provide copies**

LLT shall procure, at its own cost and expense, all licenses or permits necessary for the lawful operation of the Facilities and its business. The Town shall provide reasonable cooperation to LLT to obtain such license or permits.

If activities related to the performance of this agreement require specific licenses, certifications, or related credentials, LLT represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses, certifications, or credentials are current, active, and not in a state of suspension or revocation.

#### **10. Health Department Requirement**

LLT warrants and agrees that all food and beverage items that are offered for sale under this Agreement shall be handled, served, and/or sold in a clean and sanitary manner and in accordance with the requirements of the Rutherford County Health Department and any and all other applicable rules and regulations. 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 Concession Agreement. 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 as Attachment A.

## **11. Assumption of Risk**

LLT assumes all risk in the operation of the Facilities and agrees to comply with all federal, state, and local regulations and all rules, regulations, and Ordinances of the Town. The Town agrees to comply with any rule, regulation, or Ordinance under which it has sole responsibility as the owner of the Facility.

## **12. Advertising and Branding**

LLT shall design, print and distribute informational flyers and promotional materials at their own expense. The Branding Guide for Lake Lure & Chimney Rock Village states that in order to ensure consistent use of the Lake Lure brand, the brand shall be used in signage, advertising products and services, direct mail, events and activities, logos, merchandising, website development, social media and other promotional materials. LLT shall apply, where appropriate, Lake Lure's branding themes to the beach, marina, and tour boat operations. The Town must approve in advance any newly-designed branded advertising and promotional material, which such approval shall not be unreasonably withheld.

## **13. Equipment**

LLT has the right to use any fixed equipment belonging to the Town on the premises as of the Effective Date and any fixed equipment installed by the Town thereafter. LLT may, with prior approval of the Town, purchase additional fixed equipment required and necessary for the operation of the Facilities. LLT agrees to be responsible to the Town for any damage or loss to Town equipment that occurs by reason of LLT's negligence or other fault, or that of its patrons, employees, or suppliers. Title to all non-fixed equipment and fixed assets provided by LLT shall remain with LLT, and such equipment and fixed assets shall be removed by LLT after the expiration or termination of this Agreement. If any property remains on the premises after the expiration or termination of this Agreement, the Town shall notify LLT, and if LLT fails to remove such property within ten (10) days from the date of such notification, the Town may deal with such property as though it had been abandoned and charge all costs and expenses incurred in the removal thereof to LLT.

## **14. Supplies**

LLT agrees to provide, at its own cost and expense, all furnishings, equipment, materials, and supplies ordinarily incident to the operation of the service.



## **15. Tour Boat Operations**

LLT has the right to use the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service. Fees for this right are outlined in Section 33 of this Agreement. The monthly payment shall include an activity report and a copy of the daily trip log.

LLT shall, at its own cost and expense, comply with all the rules, regulations, ordinances and requirements of the United States, the State of North Carolina, Rutherford County and the Town of Lake Lure applicable to operation of a scenic passenger boat ride business.

LLT may operate up to four tour and four rental boats and will be allowed to use Town dock space to moor said boats at an area designated by the Town. Boats shall have a large, clear numeral identification method to facilitate identification for comments. LLT shall be responsible for the cleaning and maintenance of their dockage area. LLT will also be allowed to use the Town property near the Town dock. Any changes in location of the waiting area must be approved by the Town. Any repairs to the boat slips must be pre-approved by the Town.

LLT will establish and publish a telephone number where comments about the tour boats, rental boats, or marina operation can be reported. LLT shall respond to any comments within five (5) business days. If a comment is not resolved, then it may be reported to the Town Manager or their designee. LLT shall maintain a log on all comments and the action/response taken to resolve the comment. In addition, LLT shall have an answering machine/voice mail with a pre-recorded message relating the information and process for reporting comments.

Regular tours shall operate during daylight hours up to seven days a week. Dinner Cruises shall operate from approximately 45 minutes before dusk, until after dinner and return. Sunset Cruises will operate from approximately 45 minutes before dusk until approximately 30 minutes after sundown. LLT shall follow the allowances and prohibitions regarding safe operation and wake issues detailed in the "Lake Lure Tours Operation" document. Areas of no-wake operation are identified in this document and on a map, which may be amended from time to time. At no time will the maximum capacity permitted by law be exceeded in any boat.

## **16. Events and Activities**

The Town and LLT shall work cooperatively on expanding and enhancing the products and service options of the Facilities by offering new and appropriate activities. The Town supports LLT's addition of special events, festivals, activities, tours, and educational programs, and the Town will work with LLT and other Town and LLT partners in facilitating these events.

LLT and the Town shall solicit cooperatively "new business" and "new users" for the beach, with the intent to drive additional patronage of the beach in enhancement of local tourism.

## **17. Supervision**

LLT shall at all times have a manager, assistant manager, or other designated person in charge on duty during established business hours. Proper supervision shall be provided for all events, activities, and daily operations of the Facilities. LLT shall be responsible for the selection, training, certification, licensing, and daily supervision of all staff.

## **18. Safety**

The health and safety of residents, visitors and employees is of the upmost importance to the Town and LLT. LLT shall provide the Town with a copy of their Safety Operations Policy that outlines a comprehensive approach to safety including awareness and training.

Serious problems, incidents or accidents shall be reported immediately to the Town Manager. "Serious" shall be defined as those events which involve bodily injury or property damage. All claims to LLT's insurance carrier shall be reported in writing to the Town within one (1) business day. LLT shall follow the Town's policies and procedures for Media Contact regarding such incidents.

LLT shall report to the Town Manager within two (2) business days, in writing, any problem with building structure or deficiencies, major equipment, electrical or plumbing systems.

## **19. Access**

LLT shall grant access to the premises at all reasonable times to the Town.

## **20. Possession**

It is expressly understood and agreed that no building space, equipment or area is leased to LLT, but that during the term of this Agreement, LLT shall have unrestricted use and possession of the designated premises, except as provided in this Agreement. LLT has the right to occupy the spaces assigned to it, operate under the Agreement hereby granted to it, and continue in possession of the premises subject to the terms of this Agreement only so long as LLT strictly and properly complies with every provision contained in this Agreement. No interest in real property is conveyed by or under this Agreement.

## **21. Alterations**

Any proposed modifications, alterations, or repairs made by LLT, except those required on an emergency basis, must be approved in advance by the Town. The Town may,

with mutual agreement from LLT whose approval may not be unreasonably withheld, make any alterations, additions, or improvements to the premises at the Town's expense. Nothing herein shall be deemed to obligate or require the Town to make any such alterations, additions or improvements.

**22. Records and Accounts**

LLT shall keep books and records of account in accordance with Generally Accepted Accounting Procedures, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document LLT's performance. LLT shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving LLT twenty-four (24) hours' notice of the time and day of such inspection and audit. The Town has the right, at its option and expense, to perform an audit each year of this Agreement. LLT shall retain and keep accessible all the fiscal and other records for a minimum of five (5) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

**23. Insurance and Workers' Compensation**

LLT agrees to keep and maintain insurance for the duration of this Agreement, including commercial general liability, auto liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below:

Commercial General Liability:	\$1,000,000 per occurrence
Excess (Umbrella) Liability:	\$5,000,000
Commercial Auto Liability:	\$1,000,000 combined single limit
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000

LLT shall furnish the Town with certificates of insurance for each type of insurance described herein, with the Town listed as Certificate Holder and as an additional insured on LLT's general liability policy and provide a waiver of subrogation on LLT's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by LLT's acts or omissions in connection with LLT's services performed under this Agreement, LLT's Liability insurance shall be primary with respect to any other insurance which may be available to the Town, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, LLT and LLT's insurance carrier shall give the Town at least thirty (30) days prior written notice. No work, service or operation shall be performed until LLT has furnished to the Town the above reference certificates of insurance and associated endorsements, in a form suitable to the Town.

**24. Termination of Agreement**

The Town has the right to terminate this Agreement for cause.

#### A. Termination for Default

The Town may terminate the Agreement upon LLT's default of any material duty or obligation of LLT under the Agreement and LLT's failure to cure such default within fifteen (15) calendar days of the Town's written notice to LLT of such default. If the default is not capable of cure within said fifteen (15) calendar days, LLT shall provide written notice to the Town together with a schedule of cure within ten (10) calendar days of the Town's notice of default, shall begin action to cure the default within said fifteen (15) calendar days, and shall diligently proceed to cure the default. The Town may accept LLT's schedule of cure, may make a written demand that LLT cure the default within a time period set by the Town, or may terminate the Agreement at the end of the fifteen-day default period in its sole discretion.

By giving written notice to LLT, the Town may also terminate the Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any other events of default):

- LLT makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the Agreement, LLT's proposal, or any covenant, agreement, obligation, term, or condition contained in the Agreement; or
- LLT takes or fails to take any action which constitutes grounds for immediate termination under this Agreement; or
- LLT fails to fulfill or maintain in a timely and proper manner any obligations, duties, or provisions of or under this Agreement; or
- LLT fails to fulfill its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension; or
- LLT fails to comply with all laws, ordinances, rules, or provisions governing this Agreement; or
- LLT engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to LLT, this Agreement, or LLT's operation of the services; or
- LLT fails to meet the reporting or financial requirements of this Agreement.

Any notice of default shall identify the applicable section of the Agreement, cite the section(s) LLT is not in compliance with, and state the Town's intent to terminate the Agreement if the default is not cured within the specified period, if a cure period shall be applicable.

#### B. Obligations Upon Expiration or Termination

Upon expiration or termination of the Contract, LLT shall (i) provide a written

statement describing in detail all services and expenses invested in performance of its services in respect to deliverables which are in process as of the date of termination; and (ii) the Town shall have the right to purchase any or all fixtures, equipment, furnishings and inventory from LLT; and (iii) promptly return the premises to the Town free and clear of all fixtures, equipment, furnishing and inventory that has been provided by LLT/or will not be purchased by the Town, leaving the premises in the same or better condition as upon the date of initial occupancy, normal wear and tear only excepted; and (iv) promptly return all keys to the premises to the Town.

#### C. Transition Services Upon Termination or Expiration

Upon notice of termination or expiration of the Agreement, LLT shall cooperate with the Town to assist with the orderly transfer of the services, functions and operations provided by LLT hereunder to the Town. Prior to termination or expiration of the Agreement, the Town may require LLT to perform and, if so required, LLT shall perform certain transition services necessary to migrate the work of LLT to the Town as described below (the "Transition Services").

Transition Services shall include but not be limited to the following:

##### Pre-migration Services

1. Working with the Town to jointly develop a mutually agreed upon transition services plan
- ii. Notifying all affected contractors and subcontractors of LLT

##### Migration Services

1. Performing activities as required by the transition services plan throughout process and post-migration
11. Answering questions from Town to LLT regarding the work on an as-needed basis
- iii. Providing such other reasonable services needed to effectuate an orderly transition to the Town

##### Other Transition Services

- i. LLT shall provide the Town reasonable access to the licensed premises.
- ii. LLT shall provide the Town with copies of all leases, permits, licenses, and other relevant documents.
- iii. LLT shall provide the Town with all maintenance records associated with the licensed premises.

Termination or expiration of the term and extensions of the Agreement shall not relieve LLT of the obligation to pay any fees, taxes, or other charges then due to the Town; to file any daily, monthly, quarterly, or annual reports; or relieve LLT from any claim for damages previously accrued or then accruing against LLT at the time of the termination or expiration.

The remedies set forth in this Section shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Agreement or at law or in equity.

## **25. Modification**

This Agreement may not be modified except by written amendment executed by both parties hereto.

## **26. Severability**

Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable, or illegal, such provision or provisions shall be severable and the remaining provisions of this Agreement shall remain in full force and effect.

## **27. Governing Law**

This Agreement is entered into in North Carolina and shall be construed under the Statutes and laws of North Carolina. Venue shall be the County of Rutherford.

## **28. Transfer or Assignment**

LLT will agree not to subcontract, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, LLT's obligations under the Agreement, or any or all of its right, title, or interest, without the Town's prior written consent, which shall be given or denied in the Town's sole discretion. This Agreement is not assignable by either party without the prior written consent of the other party. In the event that the Town consents to the assignment or transfer of this Agreement or the change in control in LLT's ownership, the assignee, transferee, or new owner shall operate the services in a fashion substantially similar to LLT's operation and in strict conformance with the terms, conditions and requirements of this Agreement.

LLT shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the Town. No permission for subcontracting shall create, between the Town and the subcontractor, any contract or any other relationship.

## **29. Financing**

Any collateralization or mortgage of this Agreement in full or in part, or any of LLT's revenues, financial interests, or rights hereunder, or any other financing agreement in connection with LLT's performance hereunder shall be limited solely to financing in connection with the operation and improvements of the Facilities, and shall be submitted to the Town Attorney for review and subject to the prior approval of the Town Council, which shall not be unreasonably withheld. Under no circumstances shall the Town be liable or responsible for any indebtedness incurred by LLT to any other party in connection with any financing obtained by LLT for the operation and improvements of the Facilities.

### 30. Independent Contractor Status

The relationship between LLT and the Town is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. LLT shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner, or employee of the other for any purpose. LLT shall be responsible for providing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance for all of its employees. LLT also agrees that it shall not, in any manner whatsoever, by its actions or deeds, commit the Town to any financial obligation irrespective of the nature thereof.

### 31. Responsibilities of LLT

LLT shall be properly licensed in North Carolina and skilled in their respective trade. LLT shall perform its services in accordance with generally accepted standards and practices of this type of service customarily utilized by competent Firms in the locale in which the Agreement is being performed, in effect at the time LLT's services are performed.

LLT and its subcontractors shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, use of alcohol, noise, and North Carolina State Building Code regulations.

### 32. Terms

**Renewal Agreement to Operate Marina and Tour Boats:** The Term of this Agreement shall be July 12, 2023 through June 30, 2033. Any extension, modification or termination of this Agreement will be at the sole discretion of the Town.

Successful completion of this term shall be defined as meeting the goals of the Town of Lake Lure's Request for Proposal:

- Providing safe and attractive amenities.
- Revenue growth for the operation.
- Enhancement of the public facilities.
- Providing activities that appeal to residents and guests.
- New advertising, marketing, and sales initiatives.
- e Other responsibilities and requirements as contained in this Agreement.

**Agreement to Operate Beach:** The Term of this Agreement shall be July 1, 2023 through June 30, 2033.. Any extension, modification or termination of this Agreement will be at the sole discretion of the Town.

### **33. Concession Fees**

LLT shall pay the Town fifteen percent (15%) of monthly gross receipts of Marina, Beach and Tour Boat Operations. Excepting, that (1) the Town shall receive 95% of all non-commercial boat permits sold to third parties at the Marina, and (2) the Town shall receive the full \$50.00 hourly rate for the rental fee charged at the beach. The Town shall receive no discount on fuel purchased by the Town at the Marina.

As part of this Agreement, LLT shall be allowed the use of ten (10) slips at the Marina at no additional cost for use in meeting the requirements of this Agreement.

Gross receipts as used in this Agreement shall mean the total amount received by or accruing to LLT by reason of the privileges granted under this Agreement, including but not limited to from any sales or rentals, the provisions of any food or beverage services, and the provision of any other services authorized by this Agreement. The following shall be excluded or deducted from the gross receipts: (i) Excise, sales or other taxes imposed upon the sale or rental of goods or services, (ii) tips, gratuities, or other charges for services where payment is made to employees or others, provided that any portions of such charges retained by LLT shall be included in the gross receipts, and (iii) fees paid to credit card companies or to outside parties engaged to assist in the collection of accounts receivable.

Payments to the Town shall be made monthly on or before the 15<sup>th</sup> of the following month and shall include a monthly report of concession of gross receipts in a form to be agreed to annually by LLT and the Town. In the event the payment is not received on or before the 15<sup>th</sup> of the month, a penalty of one percent (1%) of the balance due shall be assessed for each day the balance is not paid.

Immediately upon the sale of goods or services subject to concession fees, those fees shall immediately vest in and become owed to the Town, for which LLT shall be responsible until delivered to the Town as provided in this Agreement.

### **34. Future Capital Improvements**

LLT may make additional capital improvements to the Facilities, at its own cost and expense, with no setoff from the Concession Fees paid to the Town, provided that all such capital improvements must be approved by the Town. Design, construction and occupancy of any capital improvements shall be subject to the requirements for review and approval of new construction by the State of North Carolina and the Town, and shall meet all applicable codes, law, regulation, or ordinance. The Town, upon approval, shall waive all Town application and permit fees for said review and approval. LLT agrees that the Town shall have no liability either to LLT or LLT's contractors, subcontractors or suppliers for any expenses in excess of originally estimated costs of the project proposed by LLT and approved by the Town. LLT agrees to obtain, prior to the commencement of any construction projected to cost in excess of \$100,000 a performance bond and a payment bond in the full amount of the cost of construction for any and all capital improvements. Title to all improvements shall vest in the Town brick-by-brick during and following the performance of any work.



In no way, shall this Section limit the ability of the Town and LLT (and its partners) to partner, cooperate, or participate jointly in facility upgrades, improvements or future capital projects. The Town and LLT acknowledge their individual roles in these efforts that enhance the guest experience and that this is an essential tenet to the overall success of the operations. In such a partnership, the Town and LLT shall develop a separate Improvements Agreement that will outline each entity's roles and responsibilities.

LLT and the Town will jointly develop a capital improvements/reinvestment/facility improvement plan to be used as a guide for the development of future capital improvement projects. This plan will be developed alongside and made part of the Capital Improvements Plan for the Town. LLT agrees to invest financially in public-private Town enhancement projects during the term of this Agreement and for projects mutually agreed upon by LLT and the Town. Any such investment by LLT in public-private projects shall be in addition to all fees paid to the Town as required by Section 33 of this Agreement.

### **35. Disputes**

All claims, disputes, and other matters in question between LLT and Town arising out of, or relating to, the Agreement or breach thereof, shall be decided by a civil action or civil actions, which shall be commenced and tried only in Rutherford County, North Carolina. Each party hereby waives any right or claim for a change of venue from Rutherford County, North Carolina.

This section shall be effective notwithstanding any other provisions to the contrary in the Agreement or supplements thereto. Nothing herein shall prevent LLT and Town from mutual agreement to submit claims, disputes, or other matters in question to arbitration, either binding or non-binding, or to mediation.

### **36. Bailment**

LLT agrees to be responsible for loss of or damage to personal property turned over to it by any patron of the Facilities. LLT may limit its liability for any such loss or damage as provided under applicable law.

### **37. Indemnification**

LLT shall indemnify, defend, and hold harmless the Town and its subsidiaries, divisions, officers, elected officials, and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of LLT or any employee, agent, subcontractor or assign of LLT. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by Town, its officers or employees.

To the extent permitted by applicable law, the Town shall indemnify, defend, and hold harmless LLT and its subsidiaries, divisions, officers, and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or

claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Town or any employee, agent, subcontractor or assign of the Town. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by LLT, its officers or employees.

The Town understands and agrees that LLT shall provide no personnel or supervision during off season hours, except for routine beach maintenance, and to the extent permitted by applicable law, explicitly relieves LLT from all liability arising from the public use of the beach during this time.

### **38. Waiver of Claims**

LLT waives any and all claims for compensation from the Town for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the structures, equipment, utilities, furnished for the premises, or by reason of any loss of any utility service, which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, wind, or storm of any kind, civil commotion, or riot, and LLT releases and discharges the Town and its agents from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid, unless caused by the negligence of the Town, its agents, or employees or by virtue of the Town's failure to comply with the terms and conditions set forth in this Agreement.

### **39. Americans with Disability Act**

LLT shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. LLT hereby agrees to indemnify the Town from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of LLT, its agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

### **40. Notices**

Any notices hereunder shall be in writing and shall be given upon delivery by 1) hand delivery or 2) by the United States Postal Service, in each instance, addressed to each party at the following addresses:

For LLT: Julie Belcher, Comptroller  
Lake Lure Tours, Inc.  
P.O. Box 10043  
Fleming Island, FL 32006

For Town: Town Manager  
Town of Lake Lure  
P.O. Box 255  
Lake Lure, NC 28746

Any such notice, request or other communications shall be considered given or delivered, as the case may be, on the date of delivery or the date that delivery is refused as evidenced by the records of the delivery service. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. Either party may from time to time change its mailing address hereunder.

#### **41. Miscellaneous**

Wherever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the respective parties and their successors and permitted assigns.

The section and marginal headings herein are intended for convenience in finding the subject matters and are not to be used in determining the intent of the parties to this Agreement.

#### **42. Entire Agreement**

This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are herein merged. This Agreement shall not be modified, terminated (except for in accordance with the express provisions of this Agreement), nor any provision waived, except in writing and signed by LLT and the Town.

**IN WITNESS WHEREOF**, Lake Lure Tours, Inc. and the Town of Lake Lure have respectively executed and delivered this Agreement as of the date first above written.

(Town Seal)

**Town of Lake Lure  
A Municipal Corporation**

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By: Carol Pritchett, Mayor

ATTEST:

---

Olivia Stewman, Town Clerk

**Lake Lure Tours, LLC  
A North Carolina Corporation**

(Corporate Seal)

---

By: George Wittmer, President

ATTEST:

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Witness

## SOP for Lake Lure Tours, Tour Boat Operations

To help reduce the wake issues that are occurring within the main channel of Lake Lure, Lake Lure

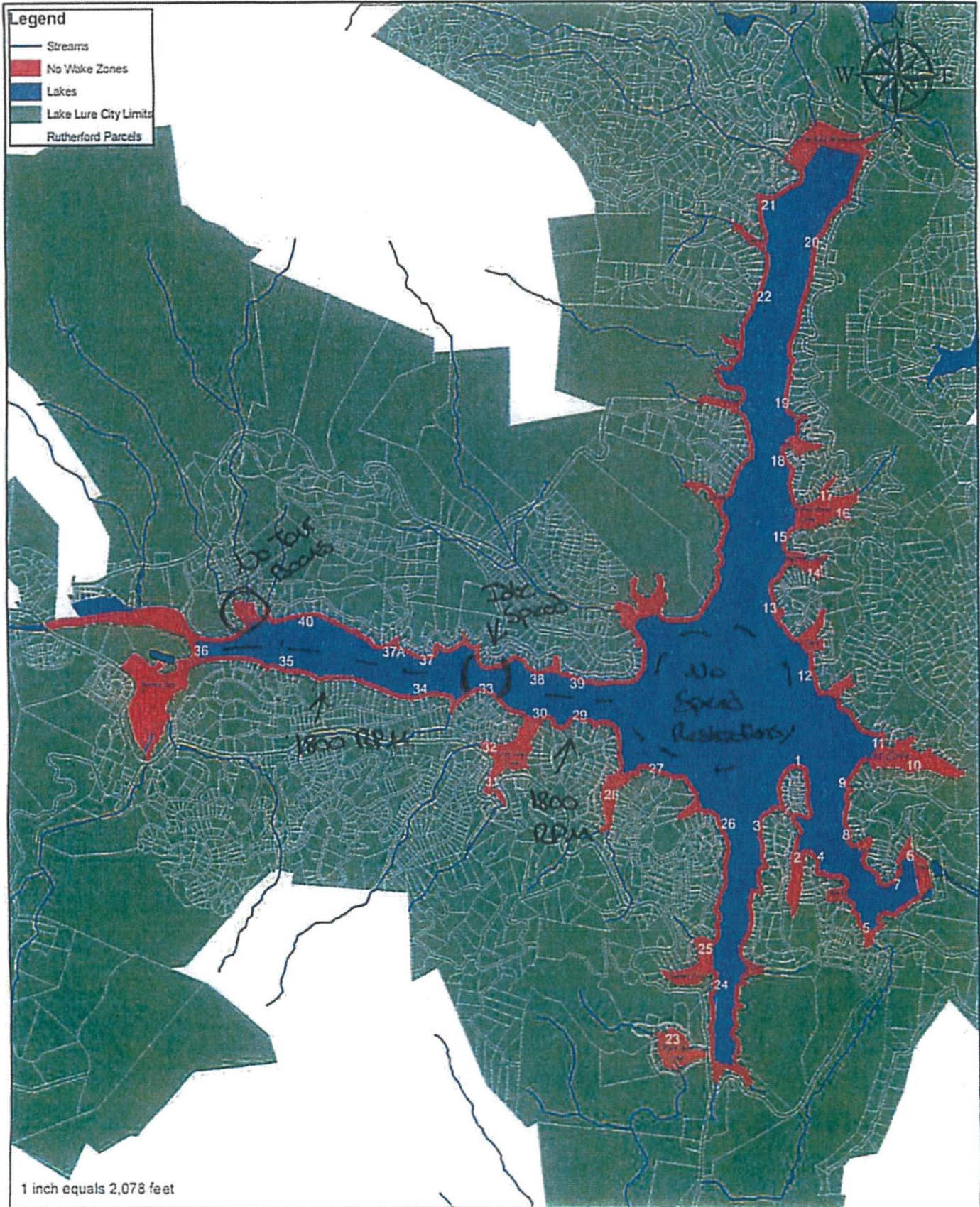
Tours proposes the following for operation:

- Stage tour boat departure times at least five minutes apart.
  - a. For example: Tour boat one departing at 10:55am, tour boat two departing at 11 am, and tour boat three departing at 11:05am on busy days.
- For the safety of residents swimming in Firefly Cove, Lake Lure Tours will no longer proceed into the cove.
- Lake Lure Tours proposes to operate tour boats at 1800 RPM (existing policy) through the main channel, except at the portion of the channel which is referred to as the "Bottle Neck" located within Lake View Road and Cutaway Road area. All tour boats will drop to idle speed thirty yards before and thirty yards after the "Bottle Neck."
- All tour boats should stay to the center of the main channel unless one of the following occurs:
  - a. The skipper is pointing out features along the lake and then returns to the center of the main channel.
  - b. An unsafe event occurs (Skiing, swimming, or yielding right- a-way to another boat).
- In the event that the tour boat is stopped, the driver will turn the boat ninety degrees before powering the boat back up to 1800 RPM to disperse wake away from shorelines.

In addition to the above changes for LLT boat operations, all boat drivers will complete a new training program this spring. Management, will be riding with each skipper at least twice a month to ensure that all new directions, operational protocols and boat operations are being followed.



- Legend**
- Streams
  - No Wake Zones
  - Lakes
  - Lake Lure City Limits
  - Rutherford Parcels





# ATTACHMENT A

## Hank Perkins

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**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

## ATTACHMENT B

Per paragraph 6 of the Concession Agreement, the maintenance items for which LLT is responsible shall include, but not necessarily be limited to, the following:

Maintain, replace/ repair as needed electrical wiring of beach houses #1 & #2 and Marina building and grounds.

Maintain, replace/ repair as needed plumbing and fixtures, inside and outside, of beach houses #1 & #2 and Marina building; including winterizing of water supply and fixtures.

Repair and repaint all fencing inside and along roadway of beach, including observation deck and viewfinder.

Earth and drainage piping repair/ modification for runoff control at Beach #1 concession area.

Control weeds and woody growth and mow grass along "spit" leading to beach pier/ docking area.

Repair and maintain concrete walkway to beach pier.

Repair and maintain beach pier, including floats, pier decking & poles, ramp, electric outlets, handrail, and paint of pier structure.

Permit, supply, install, and grade beach sand material as needed with preapproval by the Board of Commissioners

Maintain and replace as necessary windows and doors, maintain and paint interior and exterior walls, decor, furnishings, and fixtures of interior of beach houses #1 & #2, and Marina building and pergola.

Maintain and replace/ repair as needed electrical and lighting/ fans, furnishings and fixtures, and floor of Beach #1 pavilion.

Maintain and repair/ replace, if necessary, Beach #2 roof.

Maintain, paint, repair as needed life guard stands, Beach #1 deck, waterpark structures, lily-pod plumbing, fencing.

Maintain and replant decorative flora as necessary at Beach #1 pavilion and deck stairs and marina pergola

Maintain marina fuel dispenser and repair/replace as necessary

Maintain messages on and structural repairs to Marina roadside marquis.



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

**Meeting Date:** July 11, 2023

**SUBJECT:** Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2)

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda

**Item Number:** C

**Department:** Community Development

**Contact:** Michael Williams, Community Development Director

**Presenter:** Michael Williams, Community Development Director

**BRIEF SUMMARY:**

Following the recent move, the ABC Store erected two projecting attached signs supporting by the building walls. Town of Lake Lure Code of Ordinances Sec. 36-336 (b) (1) states that one sign shall be permitted. Thus, the Store is currently out of compliance since two signs are present. Sec. 36-333 (“*Signs exempt from regulations*”) states the following:

- (2) *Signs of a governmental body, including traffic warning or regulatory signs and devices. These signs shall also include other governmental signs including building identification, directional information, and welcome signs. Signs of a governmental body, other than the town, require town council approval, regardless of the type of sign, unless otherwise exempted by federal or state law. Although exempt from sign regulations, specific governmental signs like building identification, directional information, and welcome signs must be reviewed by the planning board and approved by town council. However, traffic control signs, traffic warning signs, public notices, or signs of a similar nature need only town manager approval.*

Since the ABC Store is under the direction of the State of North Carolina ABC Commission, there has been speculation that the ABC Store signs could fall under signs of governmental bodies, which is exempt from regulations upon Zoning and Planning Board review and Town Council approval. The Zoning and Planning Board reviewed the signs at the May 20, 2023 Board meeting. Town Council reviewed the signs at the June 28<sup>th</sup> work session meeting and it was deemed to be appropriate to exempt the signs from regulations under 36-333 (2). Resolution No. 23-07-11A approves the ABC Store signage regulation exemption under Code of Ordinances Sec. 36-333 (2).

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

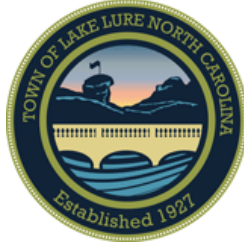
To adopt Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2).

**ATTACHMENTS:**

Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2); Section 36-333 (2); Pictures of the ABC Store Signs; Section 36-336 (b) (1)

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2).



**RESOLUTION NO. 23-07-11A**

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL  
APPROVING ABC STORE SIGNAGE REGULATION EXEMPTION UNDER  
CODE OF ORDINANCES SEC. 36-333 (2)**

**WHEREAS**, there were two projecting attached signs erected at the new ABC Store location that are supporting by the building walls; and

**WHEREAS**, Town of Lake Lure Code of Ordinances Sec. 36-336 (b) (1) allows that only one sign shall be permitted; and

**WHEREAS**, the ABC Store is currently out of compliance with Code of Ordinances Sec. 36-336 (b) (1); and

**WHEREAS**, Town of Lake Lure Code of Ordinances Sec. 36-333 (“*Signs exempt from regulations*”) exempts governmental signs from sign regulations upon review by the Zoning and Planning Board and approval by Town Council; and

**WHEREAS**, The ABC Store is under the direction of the Lake Lure ABC Board and the State of North Carolina ABC Commission, which would allow for the signs to be classified as signs of a governmental body;

**WHEREAS**, the Zoning and Planning Board reviewed the ABC Store signs at the May 30, 2023 Board meeting.

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

**Section 1.** The Town of Lake Lure Town Council approves the ABC Store signage regulation exemption under Code of Ordinances Section 36-333 (2).

**Section 2.** The signs at the ABC Store are authorized to remain, as current.

**READ, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

- 
- a. One non-illuminated sign not to exceed 12 square feet per sign face and a height not to exceed six feet from ground level shall be permitted for family care homes.
  - b. Subdivision developments and planned units developments (except in R-1D) shall be permitted one sign per entrance identifying the development. Said sign may be illuminated. Said sign shall not exceed 50 square feet per sign face. Any additional identification or directional signs abutting public thoroughfares in the development shall not exceed 30 square feet per sign face. Each entrance identification sign shall require a separate permit fee and is classified as a business designation sign. Additional signs along public thoroughfares shall be classified as additional signs and the permit fees will be in accordance with section 36-340.
  - c. Up to two decorative non-advertising flags of not more than three feet by five feet in size shall be permitted as accessory to any residential structure. Said flags shall be exempt from the permit requirements of this chapter.
- (2) R-1, R-2, R-3, R-1A, R-1B and R-1C districts: shall permit one attached non-illuminated sign not exceeding three square feet per sign face on plots containing permitted public utility buildings or home occupations or uses, other than accessory.
- (3) R-1, R-2, R-3, and R-4 districts:
- a. One flat sign not to exceed 12 square feet, identifying the premises of or on which permitted nonresidential uses are located [shall be permitted]. Such signs shall not be illuminated by either an internal or external source. This subsection shall not apply to home occupations, signs in which are regulated by the terms of section 36-232(j).
  - b. One freestanding sign identifying the nonresidential premises may be permitted in lieu of a flat sign; provided, however, it does not exceed 24 square feet per sign face, does not exceed seven feet in height, and is not closer than ten feet to the public right-of-way. Such sign shall not be illuminated by either an internal or external source.
  - c. Churches are permitted to erect on the premises a freestanding sign, either non-illuminated or illuminated, no closer than ten feet to the right-of-way, not to exceed 24 square feet per sign face area and not exceeding seven feet in height, provided that such sign is so shielded that the source of light is not visible from any abutting residence.
  - d. Mobile home parks in R-2 districts shall be governed by the same sign provisions as provided for subdivisions and planned unit developments, except that no sign shall exceed 24 square feet per sign face.
- (4) All businesses operating under a special use permit as authorized in section 36-101 in any residential district shall be governed by subsection (b) of this section, unless otherwise specified by the board of adjustment.

**(b) *Business, commercial and industrial districts.***

- (1) *Sign permitting and maintenance.* As this subsection is applied to commercial centers, the commercial center owner shall be responsible for securing permits and maintaining the following signs:**
- a. ***Commercial center signage.* Each commercial center, as defined herein, shall be allowed one freestanding, double-faced, detached sign, or up to three suspended or flush attached signs, identifying the center. A freestanding detached sign may also contain the names of individual businesses located in the commercial center and may be illuminated. The aggregated total sign face area of said signs shall not exceed 100 square feet. Signs listed in sections 36-333, 36-334 and 36-337 shall not be included in the allowable area calculated.**

- 
- b. *Individual business entry signage.* In addition, each individual business in the commercial center having a separate individual outside entrance serving the general public shall be permitted one projecting or flush attached sign, as defined herein, to identify the public entrance to that business. Said business entrance signs shall be positioned adjacent to the entrance of said business. The total aggregate area of the business entrance signs shall not exceed three percent of the gross area of the frontage wall, nor shall any single sign exceed 240 square feet. The signs may be illuminated. Signs listed in sections 36-333, 36-334 and 36-337 shall not be included in the allowable area calculated.
- c. *Incidental flat signs.* Incidental flat signs affixed to the exterior side of the building wall on which the main entrance of the business is located, indicating an incidental use such as a pharmacy, garden center, deli or similar accessory use in a commercial center, shall be permitted. In no case shall the total aggregate area of incidental flat signs exceed two percent of the gross area of the frontage wall face, as defined herein, nor shall any single sign exceed 160 square feet.
- (2) *Allowable sign area.* Any business establishment not operating in a commercial center shall be allowed a maximum of 50 square feet of sign area as defined in section 36-327. Said sign area may be divided between a maximum of two signs. Signs may be illuminated. Signs listed in sections 36-333, 36-334 and 36-337 shall not be included in these calculations.
- (3) *Commercial subdivision development requirements.* Commercial subdivision developments shall be permitted one double-faced sign or two single-faced signs per entrance identifying the development, and shall be subject to the following:
- Said sign may be illuminated.
  - Said sign shall not exceed 50 square feet per sign face. Signs listed in sections 36-333, 36-334 and 36-337 shall not be included in the allowable area calculated.
  - Any additional directional signs abutting public thoroughfares in the development shall not exceed 30 square feet per sign face.
  - Each entrance identification sign shall require a separate permit fee and is classified as a business designation sign. Additional signs along public thoroughfares shall be classified as additional signs and the permit fees will be in accordance with section 36-340.
- (4) *Commercial sponsor name or motif.* Any signs permitted in business, commercial or industrial districts may contain a commercial sponsor name or motif provided that the total commercial name or motif shall not exceed 25 percent of the total allowable sign face area and shall be included in the total of sign face area.
- (5) *Changeable copy.* No sign in this subsection (b) shall have more than 50 percent of its sign face area devoted to changeable copy.
- (6) *Maximum height.* The maximum height of any freestanding detached sign shall be 16 feet; all other signs shall not project above the base of the roof of the building to which they are attached.
- (7) *Sign location restriction.* Signs in this subsection (b) may be located within required front yards so long as no portion of any sign encroaches into any right-of-way and further provided that signs within 50 feet of any property zoned residential shall be no closer than ten feet to the right-of-way.
- (8) *Decorative flags.* Up to two decorative flags of not more than three feet by five feet in size shall be permitted for each 50 feet of street frontage as accessory to any business. Said flags may include artwork depicting the products and services available from the business and shall be exempt from the permit requirements of this chapter.

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### **Sec. 36-331. Administration.**

The zoning administrator shall be responsible for the administration and enforcement of this article.

(Code 1989, § 92.152)

### **Sec. 36-332. Permits required.**

All existing signs and all signs hereafter erected, placed, posted, attached, painted or otherwise made visible from an adjacent property or right-of-way require a sign permit in accordance with the provisions of this article except as otherwise prohibited, exempted or not requiring a permit by this article. Any sign which requires a permit which is displayed without the requisite permit shall be in violation of this chapter and shall be considered an illegal sign.

(Code 1989, § 92.153)

### **Sec. 36-333. Signs exempt from regulations.**

The following signs are exempt from the regulations of this article:

- (1) Signs not visible from beyond the boundaries of the property on which they are located.
- (2) Signs of a governmental body, including traffic warning or regulatory signs and devices. These signs shall also include other governmental signs including building identification, directional information, and welcome signs. Signs of a governmental body, other than the town, require town council approval, regardless of the type of sign, unless otherwise exempted by federal or state law. Although exempt from sign regulations, specific governmental signs like building identification, directional information, and welcome signs must be reviewed by the planning board and approved by town council. However, traffic control signs, traffic warning signs, public notices, or signs of a similar nature need only town manager approval.
- (3) Trade names, graphics, and prices which are located on gas pumps, newspaper, soft drink and similar vending devices.
- (4) Flags, or insignia of any governmental, nonprofit, or business organization when not displayed as an advertising device.
- (5) Seasonal/holiday signs and decorations associated with a national or religious holiday.
- (6) Warning of danger signs posted by utility or construction companies.
- (7) Signs on vehicles indicating the name of a business, unless the immediate use of the vehicle is for the display of signs.
- (8) Signs required by law, statute or ordinance.

(Code 1989, § 92.154; Ord. of 5-13-2014; Ord. of 9-13-2016)

### **Sec. 36-334. Signs exempt from permit requirements.**

The following signs shall not require a permit and shall not be counted as part of the allowable sign area. However, such signs shall conform to the requirements set forth below as well as other applicable requirements of this article.



ABC Store Sign (Government sign? Recommendation for limitations: logo letters only for supplemental sign(s))



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

**Meeting Date:** July 11, 2023

**SUBJECT:** Adoption of FY 23-24 Salary Grade Schedule

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda

**Item Number:** D

**Department:** Administration

**Contact:** Hank Perkins, Town Manager

**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

Town Council adopted the Fiscal Year (FY) 2023-2024 budget on June 28, 2023. The budget included a 6.25% cost of living adjustment (COLA). The FY 23-24 Salary Grade Schedule reflects the adopted COLA.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt FY 23-24 Salary Grade Schedule.

**ATTACHMENTS:**

FY 23-24 Salary Grade Schedule

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of FY 23-24 Salary Grade Schedule.



Town of Lake Lure Salary Schedule Fiscal Year 2023/2024

COLA  
6.25%

Salary Grade	Classification	FLSA	Minimum		Mid-Point		Maximum	
10		N	\$25,847	\$24,326	\$32,309	\$30,408	\$38,772	#####
11		N	\$27,140	\$25,543	\$33,925	\$31,929	\$40,368	#####
12		N	\$28,498	\$26,821	\$35,621	\$33,525	\$42,746	#####
13		N	\$29,922	\$28,162	\$37,402	\$35,202	\$44,883	#####
14		N	\$31,417	\$29,569	\$39,272	\$36,962	\$47,126	#####
15	Utility Maintenance Technician I	N	\$32,989	\$31,049	\$41,237	\$38,811	\$49,670	#####
16		N	\$34,639	\$32,601	\$43,299	\$40,752	\$51,957	#####
17		N	\$36,370	\$34,231	\$45,463	\$42,789	\$54,556	#####
18	Firefighter	N	\$38,189	\$35,943	\$47,736	\$44,928	\$57,283	#####
18	Pubic Services Admin Support	N	\$38,189	\$35,943	\$47,736	\$44,928	\$57,283	#####
18	Administrative Support Specialist	N	\$38,189	\$35,943	\$47,736	\$44,928	\$57,283	#####
18	CDD Administrative Support	N	\$38,189	\$35,943	\$47,736	\$44,928	\$57,283	#####
18	Accounting Clerk I	N	\$38,189	\$35,943	\$47,736	\$44,928	\$57,283	#####
18	Police Administrative Assistant	N	\$38,189	\$35,943	\$44,928	\$44,928	\$57,283	#####
19	Firefighter Engineer	N	\$40,099	\$37,740	\$50,123	\$47,174	\$60,148	#####
19	Police Officer	N	\$40,099	\$37,740	\$50,123	\$47,174	\$60,148	#####
19	Utility Maintenance Technician II	N	\$40,099	\$37,740	\$50,122	\$47,174	\$60,148	#####
20	Customer Service Specialist	N	\$42,105	\$39,628	\$52,570	\$49,478	\$63,156	#####
20	Hydroelectric Dam Operator I	N	\$42,105	\$39,628	\$49,478	\$49,478	\$63,156	#####
20	Fire Lieutenant	N	\$42,105	\$39,628	\$52,570	\$49,478	\$63,156	#####
20	Utility Maintenance Technician III	N	\$42,105	\$39,628	\$52,570	\$49,478	\$63,156	#####
21	Police Corporal	N	\$44,210	\$41,609	\$55,260	\$52,010	\$66,313	#####
22	Fire Captain	N	\$46,419	\$43,688	\$58,024	\$54,611	\$69,627	#####
22	Parks Recreation and Trails Coord	N	\$46,419	\$43,688	\$58,024	\$54,611	\$69,627	#####
23	Accountant	N	\$48,741	\$45,873	\$60,924	\$57,341	\$73,109	#####
23	Dev. & Env. Review Specialist	N	\$48,741	\$45,873	\$60,924	\$57,341	\$73,109	#####
23	Police Sergeant	N	\$48,741	\$45,873	\$60,924	\$57,341	\$73,109	#####
23	Sewer & Street Supervisor	N	\$48,741	\$45,873	\$60,924	\$57,341	\$73,109	#####
23	Water System Supervisor	N	\$48,741	\$45,873	\$60,924	\$57,341	\$73,109	#####
24	Asst Fire Chief/Asst Emerg Mgmt Dir	N	\$51,176	\$48,166	\$63,971	\$60,208	\$76,765	#####
24	Town Clerk	N	\$51,176	\$48,166	\$63,971	\$60,208	\$76,765	#####
25	Police Lieutenant	N	\$53,735	\$50,574	\$65,469	\$65,469	\$80,604	#####
26	Human Resources Specialist	N	\$56,423	\$53,104	\$70,528	\$66,379	\$84,632	#####
27	Assistant Community Dev. Director	N	\$59,244	\$55,759	\$74,055	\$69,699	\$88,865	#####
27	Communications Director	N	\$59,244	\$55,759	\$74,055	\$69,699	\$88,865	#####
28		E	\$62,205	\$58,546	\$74,055	\$69,699	\$93,308	#####
29	Community Development Director	E	\$65,315	\$61,473	\$81,645	\$76,842	\$97,975	#####
29	Assistant Finance Director	N	\$65,315	\$61,473	\$81,645	\$76,842	\$85,679	#####
29	Fire Chief/Emergency Management Director	E	\$65,315	\$61,473	\$81,645	\$76,842	\$97,975	#####
29	Dam and Hydroelectric Director	E	\$65,315	\$61,473	\$81,645	\$76,842	\$97,975	#####
29	Parks Recreation and Lake Director	E	\$65,315	\$61,473	\$81,645	\$76,842	\$97,975	#####
29	Public Works Director	E	\$65,315	\$61,473	\$81,645	\$76,842	\$97,975	#####
30	Police Chief	E	\$68,582	\$64,548	\$85,726	\$80,683	\$102,872	#####
31	Finance Director	E	\$72,010	\$67,774	\$90,014	\$84,719	\$108,017	#####
32		E	\$75,611	\$71,164	\$94,515	\$88,955	\$113,418	#####
33		E	\$79,392	\$74,722	\$99,240	\$93,403	\$119,090	#####
34		E	\$83,361	\$78,457	\$104,202	\$98,072	\$125,043	#####
35	Project Manager	E	\$87,530	\$82,381	\$109,413	\$102,977	\$131,295	#####

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

**SUBJECT:** Approvals to support the Lake Lure Dance Festival scheduled for September 16, 2023.

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda

**Item Number:** E

**Department:** Communications

**Contact:** Laura Doster, Board VP, Chamber of Hickory Nut Gorge

**Presenter:** Laura Krejci, Communications Director

**BRIEF SUMMARY:**

The Chamber of Hickory Nut Gorge (Chamber) is planning a Lake Lure Dance Festival on September 16, 2023. The Chamber Board estimates 4,000 attendees will participate in the event. The Town Manager and Police Chief have approved an Entertainment Event Permit for this event. The Chamber has rented the Morse Park Meadows for 9/15-17, 2023 and the Lake Lure Community Hall for 9/16/23.

The following Town Council approvals are requested to support the event.

- Waiver of the “Noise Regulation” noted in Chapter 20 Article II
- Suspension of the “Peddlers” portion of the Code of Ordinances, Chapter 8 Article II
- Permission to use the Boys Camp Road Campground for parking (at no cost).
- Permission to charge for parking on Town property in the following lots:
  - a. Town Hall and Morse Park Parking lots: \$20 per automobile.
  - b. Arcade Building Parking Lot: \$10 per automobile.

Additionally, the Chamber plans to utilize the following Private Properties for Parking:

- Campground Property across from Town Hall
- Commercial Strip Center Parking Lot
- Hickory Nut Gorge Outreach Parking Lot
- Vacant Property (Former location of the Lake Lure School)

Note that the Chamber is planning to provide a shuttle to transport attendees from parking lots that are beyond Morse Park and Lake Lure Town Hall.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve the following:

- Waiver of the “Noise Regulation” noted in Chapter 20, Article II
- Suspension of the “Peddlers” portion of the Code of Ordinances, Chapter 8 Article II
- Permission to use the Boys Camp Road Campground for parking (at no cost).
- Permission to charge for parking on Town property in the following lots:
  - a. Town Hall and Morse Park Parking lots: \$20 per automobile.
  - b. Arcade Building Parking Lot: \$10 per automobile.

**FUNDING SOURCE:**

N/A

**ATTACHEMENTS:**

1. Entertainment Event Permit Application (Approved)
2. Lake Lure Dance Festival Map
3. Lake Lure Dance Festival Parking Lot and Shuttle Map

**STAFF’S COMMENTS AND RECOMMENDATIONS:** The Town of Lake Lure Events Team believes the Lake Lure Dance Festival will be a premier event for the Town. Approval the requested permissions is recommended:

- Waiver of the “Noise Regulation” noted in Chapter 20 Article II
- Suspension of the “Peddlers” portion of the Code of Ordinances, Chapter 8 Article II
- Permission to use the Boys Camp Road Campground for parking at no cost.
- Permission to charge for parking on Town property in the following lots:
  - a. Town Hall and Morse Park Parking lots: \$20 per automobile.
  - b. Arcade Building Parking Lot: \$10 per automobile.

TOWN OF LAKE LURE  
Lake Lure, North Carolina



APPLICATION FOR PERMIT  
ENTERTAINMENT EVENT

Section 84.04(C) states that a permit, approved by the Town Manager, is required "to produce programs in music, speeches, or general entertainment." In order to assist the manager in his decision as to whether a permit should be granted or denied, the following information is required. not all questions pertain to every request. Please complete the relevant questions.

**ENFORCEMENT:** Event coordinators must be able to produce a signed copy of this permit during the event.

DESCRIPTION OF EVENT

Name of event 1<sup>st</sup> Annual Lake Lure Dance Festival  
Type of event Festival Location Morse Park - Meadows  
Date(s) of event 9/15 - 17/23 Hours Friday - set up 10:00am - dark  
SATURDAY - Festival 6:00am - 10:00pm  
SUNDAY - Disassembling - All day

PROMOTER

Name of organization Chamber of Hickory Nut Gorge  
Contact person LAURA Doster Phone (919) 522-7980 FAX \_\_\_\_\_  
Mailing address P.O. Box 32 Chimney Rock, NC 28720

EVENT SITE

Name and address of property owner MORSE PARK - TOWN OF LAKE LURE  
Phone \_\_\_\_\_

Type of approval from owner (lease, contract, letter, etc.) Need letter / Approval of event

Size of property (acres) \_\_\_\_\_ Size of structure (square feet) \_\_\_\_\_

Maximum occupancy of building \_\_\_\_\_ Does the structure have a Certificate of Occupancy? Add TOLL as add'l insured

IMPACT ON SURROUNDING AREA

Noise

Will this event use an amplified sound system? yes

What means will be employed to ensure the sound from the event will not disturb persons on adjacent and nearby property? (check all that apply)

<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Speaker placement: aimed away from adjacent property and away from lake
<input checked="" type="checkbox"/>	Pipe and drape: used to cover hard surfaces that directly reflect sound
<input checked="" type="checkbox"/>	Volume limits & decibel meters used: (describe) <u>Sound system we control</u>
<input checked="" type="checkbox"/>	Event coordinators to take appropriate response to complaints
<input type="checkbox"/>	Other:

Parking and Traffic Control

How many persons are expected to attend the event? 4,000

How many parking spaces will be needed (assuming 1 space for each 3 attendees)? 1,300

How many parking spaces are available on site? Approx 100

If off-site parking will be required, where will it be located? Attached 5 lots  
Attach authorization from owner(s) of all property to be used for off-site parking and list number of spaces to be provided on each property.

If off-site parking will be provided at a distance of greater than 600' from the event, state how attendees will get from parking to event. Shuttle Service

How will attendees be told where to park? Social Media, Maps, Signage

If event will attract more than 100 vehicles, describe traffic control methods proposed. WORKING WITH TOLL Police, parking Attendees + Shuttle services

Lighting

Will additional exterior lighting be used for the event? only for movie-movie screen

If so, what means will be used to prevent lighting from disturbing persons on adjacent and nearby property? Cafe lighting in enclosed tents, flashlights,

OTHER CONSIDERATIONS

Food and beverages

If location is not an existing restaurant, will food be served outside? yes

If so, what means will be used to ensure cleanup of refuse? food trucks take it with them per contract. Festival has dumpster  
Will alcoholic beverages be served? yes  
trash pick up set up w/ Griffin Waste

Sanitary facilities

Do sufficient sanitary facilities exist on the property to accommodate the expected number of attendees? No

If not, what means will be used to provide them? Porter Johns 10 Reg. 3 HC  
2 wash stations

Security

If the expected number of attendees exceeds 300, what provisions have been made for crowd control?  
WORKING w/ TOLL Police, internal Security team

APPLICANT

Name Laura Doster-HN6 Chamberlaine Date 5-22-23  
Address 107 Arcade Street Phone (828) 625-2725  
Lake Lure, NC 28746 Fax (919) 522-7980  
Cell

Applicant agrees to comply with all applicable state, county, and town regulations

Signature [Handwritten Signature]

This application has been	<input checked="" type="checkbox"/> approved	<u>see attached agreements in email dated 6/29/23</u>
	<input type="checkbox"/> denied	
<u>[Handwritten Signature]</u> Town Manager	<u>6/29/23</u> Date	
<u>[Handwritten Signature]</u> Chief of Police	<u>6-27-2023</u> Date	

## Laura Krejci

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**From:** Laura Doster <director@hickorynutchamber.org>  
**Sent:** Thursday, June 29, 2023 12:30 PM  
**To:** Laura Krejci  
**Cc:** John Anderson  
**Subject:** Re: Lake Lure Dance Festival. Rental/Temporary Sign Fees  
**Attachments:** LLDF Morse Park Layout & Fencing.png; LLDF Shuttle & Parking Lots.png

Answers in red below

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### Laura Doster

Chamber of Hickory Nut Gorge, BOD Vice President



828-625-2725

P.O. Box 32

Chimney Rock, NC 28720

<http://www.hickorynutchamber.org>

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**From:** Laura Krejci <Communications@townoflakelure.com>  
**Sent:** Thursday, June 29, 2023 12:11 PM  
**To:** Laura Doster <director@hickorynutchamber.org>  
**Subject:** RE: Lake Lure Dance Festival. Rental/Temporary Sign Fees

**Laura,**

**I wanted to get back with you on the Dance Festival. Could you forward the following and help me in answering these questions below so I can get the application approved for you?**

1. Is there a Proposed Event Map that shows the fencing you are planning? We have the copy of the map you left with us but thought there might be one that showed the proposed fencing. **Attached**
2. Please forward the Parking Maps with all lots to be utilized. **Attached - Boys Camp Road Old Campground, Morse Park, Lot across from Town Hall, Arcade public parking area, Outreach, vacant lot next to Outreach & the Old School yard. We have shuttle stops on the attachment as well.**
3. Confirm the amount to be charged for parking on all Town lots. **Attached**

**A couple of additional parking notes which we are happy to discuss:**

4. The Town plans to reserve parking spaces in the Morse Park Parking Lot that can be used for those visiting the Marina or their Boat Slips. These cars should not be charged for



parking. We typically have road blocks to the right side of the parking lot with a parking attendant so only Marina guests and slip renters are allowed access. We do not charge them.

5. Some spaces will also need to be identified for handicapped parking. Yes, we will need to figure that out. Let me know who I need to discuss this with. Probably the parking spaces in front of the Tennis Courts would be the best.
6. If by chance someone requests to visit the Morse Park Walkway and Gazebo but are not attending the Festival, please do not charge them for parking. This would be by request and we think this would be a very small number but we would like to accommodate these people should they visit the Park. We will let the parking attendants know if someone tells them they are just visiting the Park, not the Festival, not to charge them.
7. The Event Organizers need to ensure the spaces for the Electric Car Charging Station are reserved for those actually charging their cars. Anyone visiting the park for the purpose of using the Charging Station should not be charged for parking. We do not block the charging stations nor the parking spaces in front of the Welcome Center. We do not charge for these spaces. This is not an issue.

**Thank you.**

**Laura**

**Laura Krejci, MSW**

*Communications Director*

Office: 828-625-9983, ext.103

Email: [Communications@townoflakelure.com](mailto:Communications@townoflakelure.com)

Website: [www.townoflakelure.com](http://www.townoflakelure.com)

Facebook: [www.facebook.com/townoflakelure](http://www.facebook.com/townoflakelure)



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**From:** Laura Doster [mailto:director@hickorynutchamber.org]  
**Sent:** Tuesday, June 27, 2023 4:18 PM  
**To:** Laura Krejci <Communications@townoflakelure.com>  
**Subject:** Re: Lake Lure Dance Festival. Rental/Temporary Sign Fees

Thank you!

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**Laura Doster**

Chamber of Hickory Nut Gorge, BOD Vice President



828-625-2725







# Parking Lots & Shuttle Stops (ST)





**VIII**  
**UNFINISHED**  
**BUSINESS**

- A. Lake Lure Flowering Bridge  
Parking Lot Request**

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

**SUBJECT:** Lake Lure Flowering Bridge Parking Lot Request

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

During past March 22<sup>nd</sup> Town Council work session meeting, Council discussed a request from the Lake Lure Flowering Bridge (LLFB) in regard to assistance with funding for volunteer parking in the amount of \$8,000. At that meeting, it was determined that addressing the LLFB request should be postponed until the LLFB acquired necessary permits. The LLFB has since worked with Community Development Department to obtain all necessary permits and have requested that the Town resume the initial conversation.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve/deny the Lake Lure Flowering Bridge parking lot request.

**ATTACHMENTS:**

Request from the LLFB for Town Assistance with Funding Volunteer Parking; Survey; Quote for Completion of the Parking Lot

**FUNDING SOURCE:**

General Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

No comments or recommendations from staff.



P.O. Box 125, Lake Lure, NC 2874  
lakelurefloweringbridge.org  
Volunteer 501(c) 3 Nonprofit Organization

Lake Lure Town Council  
PO Box 255  
Lake Lure, NC 28746

January 9, 2023

Dear Mayor Pritchett,

The Lake Lure Flowering Bridge Board of Directors thanks you for your unwavering support. We specifically appreciate the time taken by the council members to hear our plans for a new education center. The subject of this letter is to request funding for a new LLFB volunteer parking area as part of our education center project.

We are requesting \$8,000 to build the new volunteer parking area. This money will cover the gravel, road fabric, and labor. The LLFB has raised a significant amount of money through grants and donations to support the building of the new education center. We have a long way to go. Your support in terms of the volunteer parking would be a great help.

As we've shared with you at Council working sessions and meetings, we plan to build the education center on the site of the current LLFB parking area. In addition to working through all of the permitting requirements for the project, we are working with the Town of Lake Lure, North Carolina Department of Transportation, and Chimney Rock State Park to design a visitor parking area on the opposite side of Boys Camp Road.

We have agreement from all necessary parties to build the volunteer parking area behind our existing tool shed. For your convenience, we've enclosed survey drawings and plans that highlight the location. The volunteer parking area will be a simple gravel bed and will free up valuable parking for visitors.

We are prepared to present this request to a working session and/or Council meeting as you determine necessary. We look forward to the new education center and the opportunity to enhance the Lake Lure experience for all visitors.

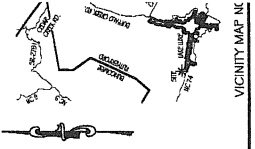
Sincerely,

A handwritten signature in cursive script that reads "Kathy Tanner".

Kathy Tanner  
Chairperson, Lake Lure Flowering Bridge Board of Directors

Enclosure (1)

Volunteer Parking Trips



VICINITY MAP

LINE	BEARING	LENGTH
1	S 55°41'29" E	11.74
2	S 89°52'58" E	11.74
3	N 33°03'52" E	11.74
4	N 40°49'22" E	11.74
5	N 55°49'29" E	15.45
6	N 49°52'57" W	39.07
7	N 35°59'58" W	21.46
8	N 27°17'29" W	14.59
9	N 8°49'10" E	14.59
10	N 89°41'14" W	46.36
11	N 89°41'14" W	46.36
12	N 54°17'15" W	24.79
13	N 34°42'59" E	36.69
14	N 49°41'14" W	0.77
15	S 55°49'29" W	13.26

**NOTES:**  
 ALL BEARS CALCULATED BY COORDINATE COMPUTATION  
 THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ASBESTHOSIS. THE RESULTS OF THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS WRITTEN AND UNWRITTEN AND RECORDS.  
 NO UNDERGROUND UTILITIES WERE LOCATED.  
 CALL 1-800-452-4949 BEFORE DIGGING.  
 BASED ON GRAPHIC DETERMINATION A PORTION OF THIS ZONE AS (1% ANNUAL CHANCE FLOOD ZONE) PER COMMUNITY DEVELOPMENT DEPARTMENT DATED 7-2-08. THE FLOOD ZONE LINE AS SHOWN WAS SCALD FROM SAID FEMA MAP AND HAS NOT BEEN FIELD VERIFIED.  
 ANY RIVERS, STREAMS, CREEKS, PONDS, LAKES, WETLANDS OR OTHER FEATURES NOT SHOWN HEREON, WHETHER OR NOT SHOWN HEREON, SHALL BE SHOWN AS SHOWN ON THE ORIGINAL RECORDS AS PREPARED BY THE PROFESSIONAL AUTHORITIES TO MAKE SUCH DETERMINATION.  
 ALL DISTANCES SHOWN HEREON ARE HORIZONTAL, GROUND UNLESS OTHERWISE NOTED.  
 BOUNDARY INFORMATION SHOWN HEREON FROM PLAT BOOK

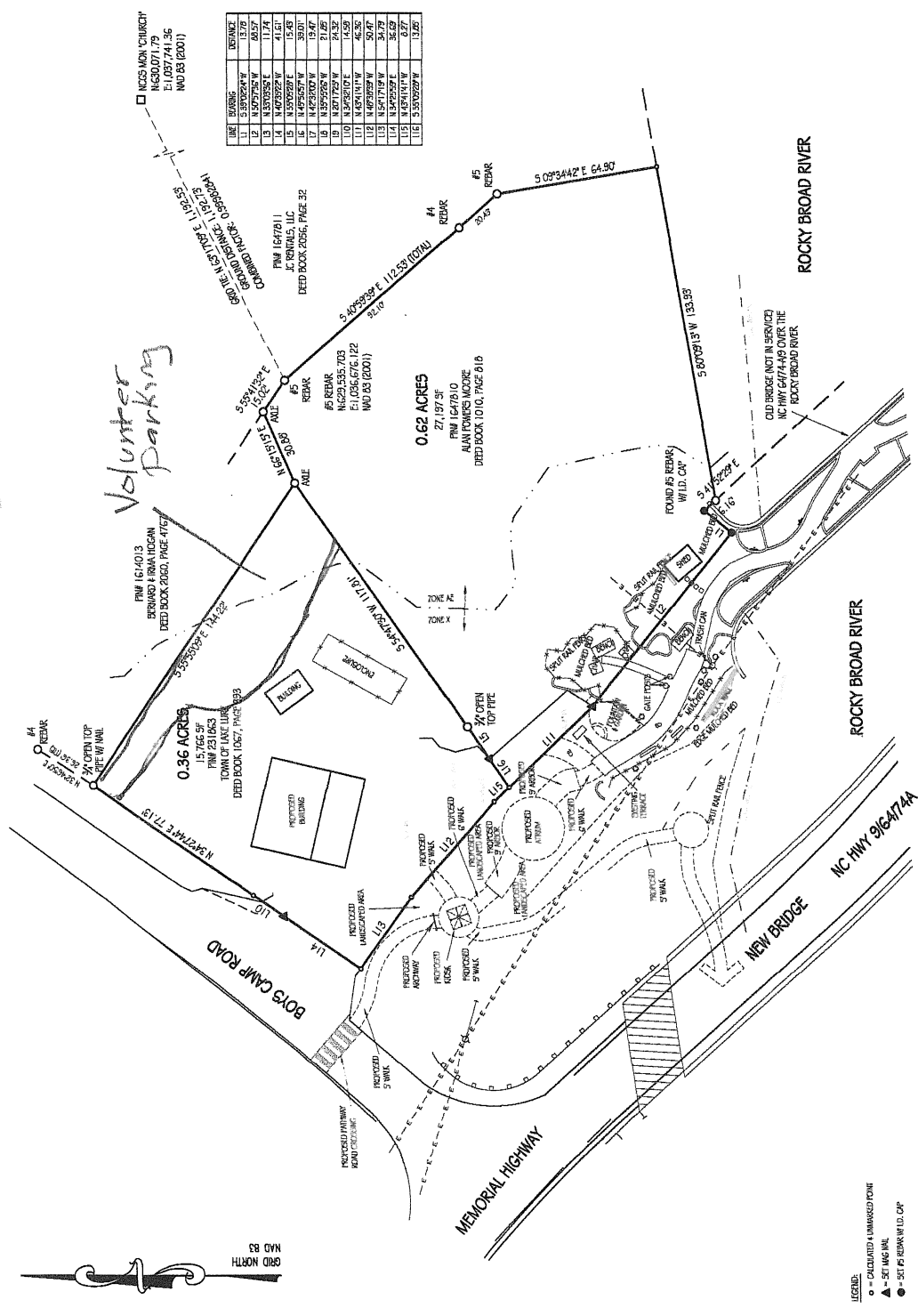
**REFERENCE:**  
 PLAT BOOK 231683  
 PLAT BOOK 162791C  
 PLAT BOOK 10101C  
 PLAT BOOK 36, PA  
 CHIMNEY ROCK TOWNSHIP, RUTHERFORD COUNTY, NORTH CAROLINA  
 DATE: 11-7-2022 DRAWN BY: JTB  
 JOB #1306025 CHECK

UPDATE SURVEY  
**TOWN OF LAKE LURE**  
 SCALE 1" = 3'

PROFESSIONAL LAND SURVEYOR  
 L-4785  
 LICENSE #

CURRENT OWNER:  
 ANAN PETERS MOORE  
 2549 MEMORIAL HWY  
 MORETOWN, NC 27054

CURRENT OWNER:  
 ANAN PETERS MOORE  
 2549 MEMORIAL HWY  
 MORETOWN, NC 27054



I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE, ACCURATE, AND CORRECT REPRESENTATION OF THE AREA SHOWN, AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. I FURNISH MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS 25th DAY OF NOVEMBER, A.D., 2022.

**LEGEND:**  
 ○ - CALCULATED UNMARKED POINT  
 ▲ - SET MARKER  
 ● - SET POINT MARK IN TO. C.P.



# **IX**

## **NEW BUSINESS**

- A. Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover**
- B. Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover**
- C. Public Services Supervisor Position Description**



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

**Meeting Date:** July 11, 2023

**SUBJECT:** Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** A

**Department:** Public Services

**Contact:** Michael Dydula, Project Manager

**Presenter:** Michael Dydula, Project Manager

**BRIEF SUMMARY:**

The Town possesses a partially buried concrete water tank, located near the end of Washburn Road, currently utilizes a wood structure supported roof with shingles as its cover. This roof structure has not effectively kept vectors from accessing the finished drinking water supply. This tank serves 8 properties connected to the Town's Public Water Supply System. LaBella Associates performed an on-sight inspection of the tank on May 17<sup>th</sup> and deemed it to be in good condition. It is LaBella's opinion that replacement of the existing roof structure with a water and vector-tight, aluminum geodesic dome will resolve the Town's existing concerns and issues, reduce O&M costs, and extend the useful life of his asset for serval decades. Proposed Task 18 consists of data collection, design, permitting, and construction assistance for replacing the existing roof with a geodesic dome tank cover. The lump sum associated with the task is \$12,200. Town Council reviewed LaBella Task 18 during the June 28<sup>th</sup> work session meeting. Resolution No. 23-07-11B approves LaBella Task 18 for the Geodesic Dome Tank Cover.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover.

**FUNDING SOURCE:**

Water Fund Balance

**ATTACHMENTS:**

Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover;  
LaBella Task 18

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover.



**RESOLUTION NO. 23-07-11B**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
APPROVING LABELLA TASK 18 – GEODESIC DOME TANK COVER**

**WHEREAS**, LaBella Associates provide the Town of Lake Lure with on-call professional engineering services; and

**WHEREAS**, the Town possesses a partially buried concrete water tank, located near the end of Washburn Road, currently utilizes a wood structure supported roof with shingles as its cover; and

**WHEREAS**, the roof structure has not effectively kept vectors from accessing the finished drinking water supply; and

**WHEREAS**, the tank serves 8 properties connected to the Town’s Public Water Supply System; and

**WHEREAS**, LaBella Associates performed an on-sight inspection of the tank on May 17th and deemed it to be in good condition; and

**WHEREAS**, it is LaBella’s opinion that replacement of the existing roof structure with a water and vector-tight, aluminum geodesic dome will resolve the Town’s existing concerns and issues, reduce O&M costs, and extend the useful life of his asset for serval decades; and

**WHEREAS**, proposed Task 18 consists of data collection, design, permitting, and construction assistance for replacing the existing roof with a geodesic dome tank cover; and

**WHEREAS**, the lump sum associated with Task 18 is \$12,200.

**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 LaBella Task 18 for professional services in relation to Geodesic Dome Tank Cover.

**READ APPROVED AND ADOPTED** this 11<sup>th</sup> day of April, 2023

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

May 19, 2023

Michael Dydula, PE, Project Manager  
Dean Lindsey, Public Works Director  
Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**SUBJECT: Lake Lure On-Call Professional Services  
Task 18 – Geodesic Dome Tank Cover**

Dear Mike and Dean:

LaBella Associates appreciates the opportunity to continue to work with the Town of Lake Lure (Town). We hope to continue the ongoing relationship as we work with you through your various engineering needs. We have previously provided an engineering services agreement (Contract), and this work would be performed under that agreement. This proposal letter provides a scope of work and budget to provide the Task 18 deliverables as described below.

### Overview

The Town's partially buried concrete water tank, located near the end of Washburn Road, currently utilizes a wood structure supported roof with shingles as its cover. This roof structure has not effectively kept vectors from accessing the finished drinking water supply. This tank only serves 8 properties connected to the Town's Public Water Supply System.

The existing tank dimensions were field approximated to be as follows, but must be officially confirmed for final design:

Volume: 20,000-gal  
Diameter: 20-ft  
Depth: 10-ft  
Wall Thickness: 8-in  
Height: 18-in to 60-in above grade

The concrete tank appeared to be in very good condition during LaBella's on-site inspection on 5/17/2023. As such, it is LaBella's opinion that replacement of the existing roof structure with a water and vector-tight, aluminum geodesic dome will resolve the Town's existing concerns and issues, reduce O&M costs, and extend the useful life of this asset for several decades.

### Scope

Specifically, the proposed Work will consist of the following:

- Data Collection
  - LaBella will review documentation provided by the Town and vendors.
  - LaBella will perform a cursory cost analysis to determine if upgrading the existing pumping system that currently feeds the Tank could be a viable long-term solution to eliminate the need for the tank and for a new cover to be installed.
  - No survey is included. Town Staff will provide all required field measurements of the tank dimensions and of the open space available for construction staging. Open space is typically needed adjacent to the tank for full dome assembly prior to installation, as well as a stabilize area for crane setup for lifting and setting the full assembled dome on top of the tank. It must be determined if any trees or branches may need to be removed by the Town prior to installation to minimize costs.
- Design
  - LaBella will prepare technical specifications and construction drawings illustrating the installation of the cover. Publicly available aerial and/or County provided GIS mapping will be used basic site drawings.



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

**Meeting Date:** July 11, 2023

**SUBJECT:** Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Finance  
**Contact:** Stephen Ford, Finance Director  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

The purpose of Budget Amendment #351 is to account for costs in relation to LaBella Task 18 for Geodesic Dome Tank Cover. The total amount associated with Budget Amendment #351 is \$12,200.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover.

**ATTACHMENTS:**

Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover

**FUNDING SOURCE:**

Water Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the approval of Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2024:

**Department:** Water

**Purpose:** To ensure approved funding for LaBella Associates Task 18 for a geodesic dome tank cover.

**Section 1.** To amend Fund 53-Water and Sewer Fund, the expenditures are to be changed as follows:

Line Items	Account Number	Amount Decrease	Amount Increase	Amended Budget
691	713000		\$12,200	\$12,200

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

Account Name: Water  
Account Number: **53-398602**  
Amount: **\$ 12,200**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

**Meeting Date:** July 11, 2023

**SUBJECT:** Public Services Supervisor Job Description

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** C  
**Department:** Public Services  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

The Public Services Supervisor position has recently become vacant. Since the vacancy, the Public Services Director and Human Resources Supervisor have made minor edits to the Public Services Supervisor position description. Town staff requests that Town Council approve the suggested Public Services Supervisor position description. Following approval of the position description, Town staff can proceed with advertising to fill the open position.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve the Public Services Supervisor position description.

**ATTACHMENTS:**

Public Services Supervisor Position Description

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the approval.



**Job Description: Public Services Supervisor**

**Department: Public Works Dept.**

### **Primary Reason Why Classification Exists**

To run day to day operations maintaining Streets, Stormwater ditches, drains, culvers and related structures. Maintaining and repairing town facilities. Also coordinates with other town departments to perform additional related and unrelated activities.

### **Distinguishing Features of the Class**

An employee in this class will receive work assignments from the Town Administrative Technician, and lead the technicians in completion of the work orders. The employee participates in performing varied worker level duties and equipment operation. Work is performed during normal daily work hours; emergencies and weekend shifts when required, and adverse weather conditions, etc. Work involves training personnel, inspecting work during and/or upon completion, coaching and evaluating performance to ensure established standards and work procedures are maintained. Work is performed under the general supervision of the Public Services Director and is evaluated by weekly and/or daily meetings, reports and periodic inspections.

### **Illustrative Examples of Work**

- Participates, leads and directs the various street functions, activities and personnel.
- Provides data to Director on equipment, supply, and projects' estimated costs for annual budget; requests purchase orders for supplies, materials, equipment, etc.; provides data on condition of streets and improvements needed with cost projections.
- As necessary, supervises assigned employees; trains and coaches, conducts performance evaluations and recommends disciplinary actions to Public Services Director.
- Supervises, leads, and participates in the various street functions and activities including maintenance and repair of streets, mowing of public grounds and right of ways, patching potholes, construction and repair of storm drains, catch basins, sidewalks, and replacement of street signs.
- Supervises and participates in concrete construction and finishing; performs skilled concrete work; measures and lays out concrete work; determines materials required; assures forms laid at appropriate height and grade; participates and supervises crew in laying forms, pouring and finishing concrete; determines priorities and maintains lists for repairs.
- Trains staff in operation of equipment such as backhoe, dump trucks, motor graders, tractors, wood chippers, asphalt packer or roller, dirt packer and other related equipment; instructs workers in appropriate job-related safety procedures and policies and ensures compliance with regulations in all aspects of the work.



- Operates various light, medium and heavy equipment as required such as backhoe, motor grader, tractor and lawn equipment.
- Leads and assists in the minor repair and maintenance of vehicles, equipment and boats.
- Completes work orders and maintains records and reports.
- Responds to, investigates and resolves complaints from the public.
- Supervises and participates in snow removal from streets, right of ways, and town property.
- Trains employees in required safety procedures and ensures compliance by observation
- Performs related duties as assigned
- Will provide assistance in Hydroelectric operation, water, and sewer operations on daily as needed and emergency events.

### **Knowledge, Skills, and Abilities**

- Considerable knowledge of principles and techniques involved in streets and related catch basin and storm drains, sidewalks and gutter repair and maintenance and leaf collection, and the use of related equipment, supplies, and materials; street sign installation and replacement; parking lot striping and layout.
- Knowledge of the Town's personnel, and purchasing procedures
- Knowledge of OSHA rules and regulations as they apply to maintenance of buildings, facilities and grounds
- Knowledge of supervisory principles and practices including, interpersonal communications, motivation, performance management, coaching, leadership, and discipline
- Knowledge of project management techniques and quality measurement
- Knowledge of the purposes and uses of motorized heavy equipment such as loaders, tractors, mowers, chippers, rollers, and other equipment
- Knowledge of Town disaster planning and emergency procedures
- Knowledge of preventive maintenance practices to make routine adjustments, replace minor parts, and lubricate equipment to keep proper operating condition
- Knowledge of public relations to establish and maintain respectful, professional, and positive communications with co-workers and the general public
- Knowledge of types of materials and equipment used in the work performed
- Ability to maintain and prepare accurate plans and reports
- Ability to operate various motorized equipment and train subordinates in their use and operation
- Ability to enforce Town, state, and federal safety rules and regulations in the work performed
- Ability to apply public relations in a respectful, professional, and positive manner to elicit cooperation and teamwork with co-workers and the general public
- Ability to exert heavy physical effort over long periods and work outside in a variety of environmental extremes such as heat, cold, rain, snow, ice and dust/dirt
- Ability to communicate effectively with staff and the public both verbally and in writing
- Working knowledge of the use of computers to record data, to prepare reports, and operate plant equipment.
- Ability to work and make appropriate decisions during emergency situations.
- Maintain a functional CMMS System.

### **Physical Requirements**

Work in this class is defined as heavy work requiring physical exertion of in excess of 100 pounds of force occasionally, and/or in excess of 50 pounds of frequently, and/or up to 20 pounds of force constantly to move objects. Employee has to perform physical activities such as climbing, balancing, stooping, kneeling, crouching, reaching, walking, standing, pushing, pulling, lifting, and grasping. Employee must have the visual acuity to visually inspect small defects or parts, operation or inspection of machines and earth moving equipment, use measurement devices, and to determine the neatness and accuracy of work assigned. Employee must be able to speak and hear at normal spoken levels and to speak or understand communication from others when using mechanical equipment. Employee must have the stamina to work for extended periods some of which in emergency situations.

### **Working Conditions**

Work is performed primarily in outside environmental conditions including extreme heat and cold with snow and ice. Employee is subject to noise which may cause the employee to shout in order to be heard above the ambient noise level.

### **Disclaimer**

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

### **Special Requirements**

Valid North Carolina Driver's License

### **FLSA Status**

Exempt

WC Code-7580

# X

# CLOSED SESSION

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

**XI**

**ADJOURNMENT**