

**LAKE LURE TOWN COUNCIL  
SPECIAL WORK SESSION  
MEETING PACKET**

Monday, August 1, 2022  
11:00 a.m.



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

# **TOWN OF LAKE LURE**

## **Town Council Special Work Session Meeting**

Monday, August 01, 2022 - 11:00 AM

Lake Lure Town Hall



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## **Agenda**

- I. Call to Order**
- II. Agenda Adoption**
- III. Chimney Rock Village Water and Sewer Systems Discussion**
- IV. Lake Drawdown Preparation**
- V. Closed Session**

*In accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims and in accordance with G.S. 143-318.11(a) (5) for the purpose of discussing property acquisition.*

- VI. FEMA Grant Opportunities for the Replacement Dam**
- VII. Lake Lure Greenspace Discussion**
- VIII. Dredging Update**
- IX. Firefly Cove Water System Discussion**
- X. ADNS Wi-Fi Network Changes and Upgrades Discussion**
- XI. Pool Creek Bridge Lighting Project Update**
- XII. Communications Tower Update**
- XIII. Community Development Department Updates**
- XIV. Project Manager Search Update**
- XV. Lake Advisory Board Member Appointment**
- XVI. Adjournment**

# **III**

## **CHIMNEY ROCK VILLAGE WATER AND SEWER SYSTEMS DISCUSSION**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Chimney Rock Village Water and Sewer Systems Discussion

**AGENDA INFORMATION:**

**Item Number:** III  
**Department:** Water/Sewer  
**Contact:** William “Hank” Perkins, Jr., Town Manager  
**Presenter:** William “Hank” Perkins, Jr., Town Manager

**BRIEF SUMMARY:**

Representatives of Chimney Rock Village will be present to discuss the status of the Chimney Rock Village water and sewer systems, and the relationship between Chimney Rock and Lake Lure in regard to the two utility systems. Brian Houston, PE, with LaBella Associates will also be present to join the conversation and provide input.

**IV**

**LAKE DRAWDOWN  
PREPARATION**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Lake Drawdown Preparation

**AGENDA INFORMATION:**

**Item Number:** IV  
**Department:** Various  
**Contact:** William “Hank” Perkins, Jr., Town Manager  
**Presenter:** William “Hank” Perkins, Jr., Town Manager

**BRIEF SUMMARY:**

Town Manager Hank Perkins and Brian Houston, PE, with LaBella Associates will lead the conversation regarding the steps that need to be taken in order to prepare for the lake drawdown taking place from January 1, 2023 to March 31, 2023.

**IX**

**FIREFLY COVE WATER  
SYSTEM DISCUSSION**

V

## **CLOSED SESSION**

*In accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims and in accordance with G.S. 143-318.11(a) (5) for the purpose of discussing property acquisition.*



**VI**

**FEMA GRANT  
OPPORTUNITIES FOR THE  
REPLACEMENT DAM**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** FEMA Grant Opportunities for the Replacement Dam

**AGENDA INFORMATION:**

**Item Number:** VI  
**Department:** Communications  
**Contact:** Laura Krejci, Communications Director  
**Presenter:** Laura Krejci, Communications Director

**BRIEF SUMMARY:**

The Town of Lake Lure submitted our 5th and 6th applications for FEMA High Hazard Potential Dam (HHPD) Grants.

- One is a 30% Design Project for the Lake Lure Replacement Dam using the FY22 Annual Appropriation
- The second project is for construction costs associated with the Reservoir Drain Installation from the Infrastructure Investment and Jobs Act Funding.
- Both projects require a 35% match from the Town; however, funding levels for NC Dam projects is unknown at this time.
- Previous grants have ranged from \$80,000 - \$300,000.

The following is a high level summary of each project with projected timelines and costs.

**1. 30% Design Project for the Lake Lure Replacement Dam:** This project includes preparation of a preliminary design for the Lake Lure replacement dam.

- The replacement dam will consist of a roller compacted concrete (RCC) gravity dam constructed immediately downstream of the existing dam and will be designed to meet NCDEQ Dam Safety requirements.
- The replacement dam will not include hydroelectric facilities.
- The 30% Design can begin upon completion of the field investigations, which is pending approval under a 2021 FEMA HHPD grant.
- We anticipate that the field investigations will be authorized in fall 2022 and will take approximately one year to complete.
- The primary deliverable associated with this portion of project will be a Design Report which includes the basis of design, engineering analysis results, preliminary design drawings, construction cost opinion and schedule estimate, and a list of technical specifications.
- Engineering disciplines associated with this work include preliminary Site Civil Design, Geotechnical Design, Hydrologic and Hydraulic Design, Structural Design, and Mechanical Design.
- Preliminary drawings (30% level) will be provided showing major features of the preliminary dam design.
- The scope of work will also include a Constructability Review and a Potential Failure Modes Analysis (PFMA).

**Timeline and Costs:** The Town of Lake Lure consulted Schnabel Engineering and they have confirmed that the draft deliverables for the 30% Design Phase can be delivered within 6 months following the field investigations upon receipt of a signed agreement. We anticipate the final 30% Design Phase deliverables can be delivered within 1 month of receiving comments from stakeholders on the draft 30% Design Phase deliverables.

- The total project cost for this 30% design phase for the replacement dam is **\$745,341**. This grant opportunity requires a 35% match.
- The Town has availability of the total cost of the project from the dam reserve fund and respectfully requested consideration of grant funding of (**\$484,471**), 65% of the cost of this project.

**2. Reservoir Drain Installation:** The Town of Lake Lure (Town) contracted with an engineering firm specializing in design of a reservoir drain system as an initial step of the overall rehabilitation of Lake Lure Dam using support from the FY20 FEMA HHPD grant.

- The engineering design phase was completed in May 2022 and the project is now ready to move to the construction phase once funding is procured.
- The project includes installation of the valves as well as other construction costs, including the installation and removal of temporary site access features (e.g., construction roads and a stream crossing).
- It is possible that the construction roads and stream crossing could have the added benefit of providing access to the dam during the field investigations and subsequent rehabilitation phases once the reservoir drain project is complete.

**Timeline and Costs:** The construction cost associated for this project is estimated to be on the order \$4.5 million dollars.

- This includes \$1.5 million dollars for the procurement of two gate valves.
- The Town approved the purchase of these 60” Jet Flow Valves on 7/12/22 and these valves are in the process of being ordered.
- The remaining project costs of **\$3.0 million dollars** would include installation of the valves as well as other construction costs, including the installation of temporary site access features (e.g., construction roads and a stream crossing).
- This grant opportunity requires a 35% match.
- The Town has availability of the total cost of the project from the dam reserve fund and respectfully requested consideration of grant funding of (**\$1,950,000**), 65% of the cost of this project.

Note that as this Reservoir Drain Installation project will be shovel ready once the valves are received. The Town will need timely approval of this grant if considered as we are planning to move forward with construction to meet NC DEQ DSO standards and keep the Lake Lure Dam replacement project on track. Construction of the Reservoir Drain will be completed no later than 3 years from the date of the signed work order.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** There are no required actions at this time. These projects have been submitted to the NC DEQ DSO for consideration.

- If the individual projects need to move forward prior to FEMA approval and alternate funding exists, these applications may be withdrawn.
- If the projects are approved, a contract will be provided by the NC DEQ DSO. A budget Amendment will be presented to Town Council for approval for the full amount of the project and the respective work orders will be signed.
- Grant awards are reimbursed once work is completed and approved by FEMA.

**FUNDING SOURCE:** Dam Reserve Fund

**ATTACHMENTS:** None

**STAFF'S COMMENTS AND RECOMMENDATIONS:** There are no required actions at this time.

**VII**

**LAKE LURE GREENSPACE  
DISCUSSION**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Lake Lure Greenspace Discussion

**AGENDA INFORMATION:**

**Item Number:** VII  
**Department:** Parks, Recreation, and Lake  
**Contact:** Dean Givens, Parks, Rec., and Lake Department Director  
**Presenter:** Dean Givens, Parks, Rec., and Lake Department Director

**BRIEF SUMMARY:**

Parks, Recreation, and Lake Director Dean Givens will lead the discussion regarding current and future plans for the Lake Lure Greenspace, including the maintenance of the greenspace property.

**ATTACHMENTS:**

Proposed Stream Restoration Easement Map



# Exhibit A

A conceptual design of the proposed stream restoration project. Easement area is approximate and subject to change. Crossing areas are approximate, but 2-4 crossings will be included in the final design.

Town of Lake Lure  
Parcel number: 1649620  
PIN: 0642-90-3053

Proposed Crossing  
(culvert or bridge)

Proposed Crossing  
(culvert or bridge)

Proposed Crossing  
(culvert or bridge)

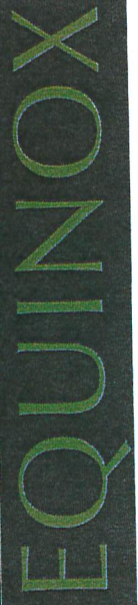
**Streams**

- Restoration 1
- Enhancement 1
- Preservation

**Stream Buffer**  
(approximate conservation easement area)

**Approximate Conservation Easement Area: 19.2 acres**

Town of Lake Lure Green Space  
Stream Restoration Concept



NC CGFA, Maxar, Microsoft



**VIII**  
**DREDGING UPDATE**



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

**Meeting Date: August 1, 2022**

**SUBJECT:** Dredging Update

**AGENDA INFORMATION:**

**Item Number:** VIII  
**Department:** Parks, Recreation, and Lake  
**Contact:** Dean Givens, Parks, Rec., and Lake Department Director  
**Presenter:** Dean Givens, Parks, Rec., and Lake Department Director

**BRIEF SUMMARY:**

Dredging is still underway in the main channel and will continue throughout the year via hydraulic dredging. Since January 1, 2022 Tim Edwards has dredged around 42,000 cubic yards of sediment out of the lake. We have spent around \$490,000 towards the \$1,000,000 grant, and in November we will re-apply to DENER for another grant for 2023. The Town has receive 11 out of 12 Temporary Dredging Access Easements from Chapel Point Road property owners. Chapel Point Road property owners and Town staff have tried to contact the 12<sup>th</sup> and final property owner, but to no avail. Town Attorney William Morgan advises that the Town may proceed with operations without an easement from the remaining property owner, since the easement is for a specific time period and benefits all landowners.

**IX**

**FIREFLY COVE WATER  
SYSTEM DISCUSSION**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Firefly Cover Water System Discussion

**AGENDA INFORMATION:**

**Item Number:** IX  
**Department:** Public Services  
**Contact:** Dean Lindsey, Public Services Director  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

Public Services Director Dean Lindsey and Council will discuss the ongoing issues involving the Firefly Cove water system. He plans to provide an update on the well project in Firefly Cove.

**X**

**ADNS WI-FI NETWORK  
CHANGES AND UPGRADES  
DISCUSSION**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** ADNS Wi-Fi Network Changes and Upgrades Discussion

**AGENDA INFORMATION:**

**Item Number:** X  
**Department:** Public Services  
**Contact:** Dean Lindsey, Public Services Director  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

The Town is working with ADNS to prepare for making Town wide Wi-Fi network changes and upgrades. Dean Lindsey is heading the project and has received quotes from ADNS.

**FUNDING SOURCE:** General Fund

**ATTACHMENTS:** Quotes from ADNS



Advanced Data & Network Solutions  
 60 Ravenscroft Dr  
 Asheville, NC 28801

# QUOTE


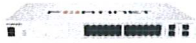



Date	Quote #
07/13/22	ASHQ8575

Town of Lake Lure  
 Dean Lindsey  
 2948 Memorial Hwy  
 Lake Lure, NC 28746  
 United States

**Phone:**  
**Fax:**

Phone: 828-285-8882  
 Email: nathan@adnsolutions.com  
 Fax: 828-281-2772

Valid For	Term	Rep	P.O. Number
15 Days		Nathan	

Ln #	Description	Qty	Unit Price	Ext. Price
1	Fortinet FortiAP FAP-231F 802.11ax 1.73 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - 17 W - Ceiling Mountable, Wall Mountable, Rail-mountable	7	\$619.00	\$4,333.00
				
2	Fortinet FortiSwitch 124F-FPOE Ethernet Switch - 24 Ports - Manageable - 2 Layer Supported - Modular - 370 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Rack-mountable - Lifetime Limited Warranty	1	\$1,450.00	\$1,450.00
				
3	Fortinet FortiSwitch 108F-FPOE Ethernet Switch - 8 Ports - Manageable - Gigabit Ethernet - 10/100/1000Base-T, 1000Base-X - 2 Layer Supported - Modular - 2 SFP Slots - Power Supply - 139.20 W Power Consumption - 130 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - 1U High - Desktop, Rack-mountable - Lifetime Limited Warranty	1	\$556.00	\$556.00
				
4	TRENDnet 1000Base-SX Industrial SFP to RJ45 Multi-Mode LC Module; TI-MGBSX; Up to 550m (1;804 Ft); IEE 802.3z; ANSI Fiber Channel; Data Rates up to 1.25Gbps; LC-Type Duplex; Lifetime Protection - 1000Base-SX Industrial SFP Multi-Mode LC Module (550 m)	4	\$37.99	\$151.96
				
5	Fortinet FortiAP FAP-234F 802.11ax 1.73 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - 15.50 W - Ceiling Mountable, Wall Mountable, Rail-mountable, Desktop, Pole-mountable	2	\$1,124.00	\$2,248.00
				



## Terms & Conditions

### I. General

These general terms and conditions of sale (along with any directly associated written Seller specification or quotation) exclusively will govern the sale or licensing by Seller of all goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts and repair services, collectively, the "Products") furnished hereunder. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to other terms and conditions that may be proposed by the customer not otherwise consistent with these or other terms and conditions set forth in Seller's written specification, quotation or order acknowledgment.

### II. Payment Terms

Net thirty days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to suspend any further performance under this agreement or otherwise in the event payment is not made when due. No payment by offset is permitted unless approved by Seller.

### III. Delivery Terms

Delivery terms are Ex Works with respect to shipping costs, risk of loss and title transfer, except that title to all intellectual property rights associated with the Products (e.g., software and firmware) remains with Seller (or its suppliers and licensors), and such Products are made available or licensed only for use by the customer pursuant to this agreement or other Seller license agreement. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the customer.

### IV. Warranty

THE WARRANTIES CONTAINED BELOW IN THIS ARTICLE IV ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, AND EXTEND ONLY TO CUSTOMERS PURCHASING FROM SELLER OR ITS APPOINTED DISTRIBUTOR.

#### A. Hardware

Seller warrants for a period of one year from the date of invoice from Seller or its appointed distributor, as the case may be, that hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

#### B. Software and Firmware

Unless otherwise provided in a Seller or third-party license agreement, Seller warrants for a period of one year from the date of invoice from Seller or its appointed distributor, as the case may be, that standard software or firmware Products furnished hereunder, when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller's headquarters. Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements. Software and firmware corrections are warranted for a period of three months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

#### C. Service

Seller warrants that Products comprised of services, including engineering and custom application programming services, whether provided on a fixed-cost or time-and-material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.

#### D. Customer Specifications

Seller does not warrant and will not be liable for any design, materials, or construction criteria furnished or specified by Customer and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.

#### E. Remedies

Satisfaction of the above warranties will be limited, at Seller's option, to the replacement, repair, reperformance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller's consent. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller's factory, will be at Customer's expense.

#### F. General

Warranty satisfaction is available only if (a) Seller is promptly notified in writing; and (b) Seller's examination discloses, to its satisfaction, that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

#### V. Limit of Liability

IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

### VI. Intellectual Property

Seller will defend any suit or proceeding brought against the customer based on a claim that the design or construction of the Products sold or licensed hereunder by Seller infringe any U.S. or Canadian Patent, Copyright or Mask Work Registration, provided that the customer promptly notifies Seller of any such claim and resulting suit or proceeding in writing and further provided that, at Seller's expense, (a) the customer gives Seller the sole right to defend or control the defense of the suit or proceeding, including settlement, and (b) the customer provides all necessary information and assistance for that defense. Except for any consequential damages, Seller will pay all costs and damages finally awarded or agreed upon by Seller that are directly related to any such claim. In the event of a charge of infringement Seller's obligation under the Agreement will be fulfilled if Seller, at its option and expense, either (i) procures for the customer the right to continue using such Products; (ii) replaces the same with non-infringing Products; (iii) modifies the same so as to make them non-infringing; or (iv) accepts the return of any infringing Products and refunds their purchase price. Notwithstanding the foregoing, Seller will have no liability with respect to any claim of infringement to the extent based on a configuration or modification incorporated in the Products at the request of the customer, on any process application into which the Products are integrated by the customer, or on use of the Products in combination with other equipment or products not supplied by Seller. THIS PARAGRAPH SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO INTELLECTUAL PROPERTY AND INFRINGEMENT OF PATENTS BY ANY PRODUCTS (INCLUDING SOFTWARE PROGRAMS, EQUIPMENT OR PRODUCTS THEREOF) OR BY THEIR OPERATION, AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS RELATING TO INFRINGEMENT OR INTELLECTUAL PROPERTY, EITHER EXPRESS OR IMPLIED.

### VII. Licensed Software and Firmware

Products comprised of software or firmware may be subject to additional terms and conditions set forth in separate Seller's license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated herein. Such Products will not be delivered or made available until the customer also agrees to the terms and conditions of such separate license agreements.

### VIII. Prices

Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time-and-material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

### IX. Changes

Customer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling, and other affected terms and conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable, or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities.

### X. Returns

All returns of Products will be subject to prior Seller approval. Returns of unused and salable Products for credit will be subject to Seller's return policies in effect at the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be properly packed and shipped to Seller-specified locations. Shipping containers must be clearly marked per Seller's instruction and shipped freight prepaid by the customer.

### XI. Order Cancellation

An order may be canceled by the customer prior to shipment only by written notice and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the customer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by the customer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty five (45) days after receipt of the customer's written notice specifying such cause.

### XII. Force Majeure

Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

### XIII. Disputes

The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties further will attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

### XIV. Governing Law

This agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws of the State of North Carolina, without respect to its choice of law principles.

### XV. Assignment

This agreement may not be assigned by either party without the written consent of the other, however, consent will not be required for internal transfers and assignments as between Seller and its parent corporations, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.





Advanced Data & Network Solutions  
60 Ravenscroft Dr  
Asheville, NC 28801

# QUOTE


Date	Quote #
07/28/22	ASHQ8606

Town of Lake Lure  
Hank Perkins  
2948 Memorial Hwy  
Lake Lure, NC 28746  
United States

Phone: (828) 625-4911  
Fax:

Phone: 828-285-8882  
Email: nathan@adnsolutions.com  
Fax: 828-281-2772

Valid For	Term	Rep	P.O. Number
15 Days		Nathan	

Ln #	Description	Qty	Unit Price	Ext. Price
1	Fortinet FortiGate 60E Refurbished- Network Security/Firewall Appliance - 10 Port - 1000Base-T - Gigabit Ethernet - AES (256-bit), SHA-1 - 10 x RJ-45 - Desktop	1	\$350.00	\$350.00
				
2	Fortinet FortiAP FAP-231F 802.11ax 1.73 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 2 x Network (RJ-45) - Gigabit Ethernet - 17 W - Ceiling Mountable, Wall Mountable, Rail-mountable	1	\$619.00	\$619.00
				
3	TRENDnet Gigabit Power Over Ethernet Plus Injector, Converts Non-Poe Gigabit To Poe+ Or PoE Gigabit, Supplies PoE (15.4W) Or PoE+ (30W) Power Network Distances Up To 100M (328 ft.), Black, TPE-115GI	1	\$37.08	\$37.08
				
4	Project Plan and Labor- 8 hours Community Development Office  Configure firewall Confire wireless access point Bring equipment onsite Trace cable run for wireless AP Install AP and firewall	1	\$1,200.00	\$1,200.00
				

### Monthly Recurring Price

Monthly Price \$0.00

Term:

### One Time Price

SubTotal	\$2,206.08
Sales Tax	\$70.43
Shipping	\$0.00
<b>Total</b>	<b>\$2,276.51</b>



## Terms & Conditions

### I. General

These general terms and conditions of sale (along with any directly associated written Seller specification or quotation) exclusively will govern the sale or licensing by Seller of all goods and services (including without limitation, hardware, firmware and software products, training, programming, maintenance, engineering, parts and repair services, collectively, the "Products") furnished hereunder. No addition or modification to these terms and conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller's headquarters. Seller objects to other terms and conditions that may be proposed by the customer not otherwise consistent with these or other terms and conditions set forth in Seller's written specification, quotation or order acknowledgment.

### II. Payment Terms

Net thirty days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to suspend any further performance under this agreement or otherwise in the event payment is not made when due. No payment by offset is permitted unless approved by Seller.

### III. Delivery Terms

Delivery terms are Ex Works with respect to shipping costs, risk of loss and title transfer, except that title to all intellectual property rights associated with the Products (e.g., software and firmware) remains with Seller (or its suppliers and licensors), and such Products are made available or licensed only for use by the customer pursuant to this agreement or other Seller license agreement. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the customer.

### IV. Warranty

THE WARRANTIES CONTAINED BELOW IN THIS ARTICLE IV ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, AND EXTEND ONLY TO CUSTOMERS PURCHASING FROM SELLER OR ITS APPOINTED DISTRIBUTOR.

#### A. Hardware

Seller warrants for a period of one year from the date of invoice from Seller or its appointed distributor, as the case may be, that hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

#### B. Software and Firmware

Unless otherwise provided in a Seller or third-party license agreement, Seller warrants for a period of one year from the date of invoice from Seller or its appointed distributor, as the case may be, that standard software or firmware Products furnished hereunder, when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller's headquarters. Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements. Software and firmware corrections are warranted for a period of three months from the date of shipment to Customer or the remainder of the original warranty term, whichever is longer.

#### C. Service

Seller warrants that Products comprised of services, including engineering and custom application programming services, whether provided on a fixed-cost or time-and-material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.

#### D. Customer Specifications

Seller does not warrant and will not be liable for any design, materials, or construction criteria furnished or specified by Customer and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.

#### E. Remedies

Satisfaction of the above warranties will be limited, at Seller's option, to the replacement, repair, reperformance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller's consent. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller's factory, will be at Customer's expense.

#### F. General

Warranty satisfaction is available only if (a) Seller is promptly notified in writing; and (b) Seller's examination discloses, to its satisfaction, that any alleged defect has not been caused by misuse, neglect; improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

#### V. Limit of Liability

IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND. SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S VENDORS, APPOINTED DISTRIBUTORS AND OTHER AUTHORIZED RESELLERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

### VI. Intellectual Property

Seller will defend any suit or proceeding brought against the customer based on a claim that the design or construction of the Products sold or licensed hereunder by Seller infringe any U.S. or Canadian Patent, Copyright or Mask Work Registration, provided that the customer promptly notifies Seller of any such claim and resulting suit or proceeding in writing and further provided that, at Seller's expense, (a) the customer gives Seller the sole right to defend or control the defense of the suit or proceeding, including settlement, and (b) the customer provides all necessary information and assistance for that defense. Except for any consequential damages, Seller will pay all costs and damages finally awarded or agreed upon by Seller that are directly related to any such claim. In the event of a charge of infringement Seller's obligation under the Agreement will be fulfilled if Seller, at its option and expense, either (i) procures for the customer the right to continue using such Products; (ii) replaces the same with non-infringing Products; (iii) modifies the same so as to make them non-infringing; or (iv) accepts the return of any infringing Products and refunds their purchase price. Notwithstanding the foregoing, Seller will have no liability with respect to any claim of infringement to the extent based on a configuration or modification incorporated in the Products at the request of the customer, on any process application into which the Products are integrated by the customer, or on use of the Products in combination with other equipment or products not supplied by Seller. THIS PARAGRAPH SETS FORTH SELLER'S ENTIRE LIABILITY WITH RESPECT TO INTELLECTUAL PROPERTY AND INFRINGEMENT OF PATENTS BY ANY PRODUCTS (INCLUDING SOFTWARE PROGRAMS, EQUIPMENT OR PRODUCTS THEREOF) OR BY THEIR OPERATION, AND IS IN LIEU OF ALL WARRANTIES OR CONDITIONS RELATING TO INFRINGEMENT OR INTELLECTUAL PROPERTY, EITHER EXPRESS OR IMPLIED.

### VII. Licensed Software and Firmware

Products comprised of software or firmware may be subject to additional terms and conditions set forth in separate Seller's license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated herein. Such Products will not be delivered or made available until the customer also agrees to the terms and conditions of such separate license agreements.

### VIII. Prices

Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The customer will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time-and-material services will be provided in accordance with Seller's published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller's written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller's representatives are available for work and waiting (whether on or off the job site) to perform the services.

### IX. Changes

Customer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling, and other affected terms and conditions. In any event, Seller reserves the right to reject any change that it deems unsafe, technically inadvisable, or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities.

### X. Returns

All returns of Products will be subject to prior Seller approval. Returns of unused and salable Products for credit will be subject to Seller's return policies in effect at the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be properly packed and shipped to Seller-specified locations. Shipping containers must be clearly marked per Seller's instruction and shipped freight prepaid by the customer.

### XI. Order Cancellation

An order may be canceled by the customer prior to shipment only by written notice and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the customer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by the customer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty five (45) days after receipt of the customer's written notice specifying such cause.

### XII. Force Majeure

Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

### XIII. Disputes

The parties will attempt in good faith promptly to resolve any dispute arising out of this agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties further will attempt in good faith to settle the dispute by nonbinding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

### XIV. Governing Law

This agreement and all disputes arising thereunder will be governed by and interpreted in accordance with the internal laws of the State of North Carolina, without respect to its choice of law principles.

### XV. Assignment

This agreement may not be assigned by either party without the written consent of the other, however, consent will not be required for internal transfers and assignments as between Seller and its parent corporations, subsidiaries or affiliates as part of a consolidation, merger or other form of corporate reorganization.

**XI**

**POOL CREEK BRIDGE  
LIGHTING PROJECT  
UPDATE**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Pool Creek Bridge Lighting Project Update

**AGENDA INFORMATION:**

**Item Number:** XI  
**Department:** Public Services  
**Contact:** Dean Lindsey, Public Services Director  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

Public Services Director Dean Lindsey will provide an update on the status of the Pool Creek Bridge lighting project.

**FUNDING SOURCE:** Capital Outlay

**XII**

**COMMUNICATIONS  
TOWER UPDATE**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Communications Tower Update

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Community Development Director Michael Williams will provide Council with an update regarding the communications tower.

**XIII**

**COMMUNITY  
DEVELOPMENT  
DEPARTMENT UPDATES**



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

**Meeting Date: August 1, 2022**

**SUBJECT:** Community Development Department Updates

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Community Development Director Michael Williams will provide Council with updates regarding the Community Development Department including the move to the arcade building and the status of hiring the Zoning and Code Enforcement Specialist.

**XIV**

**PROJECT MANAGER  
SEARCH UPDATE**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Project Manager Search Update

**AGENDA INFORMATION:**

**Item Number:** XIV  
**Department:** Administration  
**Contact:** William “Hank” Perkins, Jr., Town Manager  
**Presenter:** William “Hank” Perkins, Jr., Town Manager

**BRIEF SUMMARY:**

Town Manager Hank Perkins will provide Council with an update regarding the search for a Project Manager.

**XV**

**LAKE ADVISORY BOARD  
MEMBER APPOINTMENT**

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

**Meeting Date: August 1, 2022**

**SUBJECT:** Lake Advisory Board Member Appointment

**AGENDA INFORMATION:**

**Item Number:** XV  
**Department:**  
**Contact:** David DiOrio, Commissioner  
**Presenter:** David DiOrio, Commissioner

**BRIEF SUMMARY:**

Lake Advisory Board has a current opening. Town Council Liaison David DiOrio reviewed all current applications, as well as applications of potential transfers from the disbanded Utility Advisory Board. Commissioner DiOrio is nominating Mr. Richard Sayles to be appointed by Council to serve on the Lake Advisory Board. Commissioner DiOrio reports that Mr. Sayles is interest, qualified, and would be an asset to the boards. Mr. Sayles was a member of the UAB and is a current member of the ABC Board.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To appoint Mr. Richard Sayles to the Lake Advisory Board

**ATTACHMENTS:**

Richard Sayles Advisory Board Application

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends that appoint Mr. Richard Sayles to the Lake Advisory Board



**VOLUNTEER APPLICATION FORM**

Name: Richard Sayles

Address: 122 HARRIS RD Lake Lure Resident for 5.5 years

Home Phone: 704-577-6162 Cell Phone: 704-577-6162 Email: RICHARDSAYLES13@GMAIL.COM

Employer: GRAFTON LODGE Address: 122 HARRIS RD

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

Board of  
Adjustment &  
Lake Structure  
Appeals Board

Zoning &  
Planning Board

Lake Advisory  
Board

Parks &  
Recreation  
Board

ABC Board

Utility  
Advisory  
Board

Isothermal  
Planning &  
Development  
Commission  
(IPDC)

Rationale and qualifications for serving: BUSINESS OWNER, AND LOVE FOR OUR LAKE

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

ABC BOARD / UAB BOARD

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

Signature: Richard Sayles

Date: 7/14/2022

**XVI**

**ADJOURNMENT**

