

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, June 11, 2024
5:00 p.m.



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

TOWN OF LAKE LURE
Town Council Regular Meeting
Tuesday, June 11, 2024 - 5:00 PM
Lake Lure Municipal Center



Agenda

I. Call to Order

- A. Pledge of Allegiance and Invocation

II. Agenda Adoption

III. Mayor's Communications

IV. Town Manager's Communications

- A. Monthly Report – Page 3
- B. Review Actions Taken at May's Work Session and Action Meeting
 - Approval of Parks, Recreation, and Lake Coordinator Position
 - Authorization Condemn and Order the Removal of the Seawall and Boathouse within the Timeframe Specified in the Ordinance, and to Stabilize the Shoreline after Removal of the Seawall
 - Appointment of Town Clerk
 - Approval of Conceptual Site Plan for the Workforce Housing Site Plan

V. Public Hearing

- A. Ordinance No. 24-06-11 Adopting Fiscal Year 2024-2025 Budget – Page 8
 - i. Staff Report
 - ii. Public Hearing
 - iii. Council Deliberation
 - iv. Consideration of Adoption of Ordinance No. 24-06-11
- B. Ordinance No. 24-06-11A Amending Code of Ordinances Chapter 4 (“Animals”) – Page 13
 - i. Staff Report

- ii. Public Hearing
- iii. Council Deliberation
- iv. Consideration of Adoption of Ordinance No. 24-06-11A

VI. Council Liaison Reports and Comments

VII. Public Comment

The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the Town Clerk, ewillette@townoflakelure.com, at least one hour prior to the meeting.

VIII. Consent Agenda

- A. Approval of the May 14, 2024 Regular Town Council Meeting and the May 22, 2024 Town Council Work Session and Action Meeting Minutes – Page 19

IX. Unfinished Business

X. New Business

- A. Request to Appeal Notice of Violation (NOV-2024018) – Page 35
- B. Request to Appeal Decision by the Lake Structure Appeals Board regarding LSP-2024009 – Page 43
- C. Consider Approval of Concession Agreement with Lodge on Lake Lure – Page 46
- D. Consider Approval of Concession Agreement with Lake Life LLC – Page 57
- E. Resolution No. 24-06-11 Amending the Personnel Policy – Page 68
- F. Consider Approval of Lake Advisory Board Recommendation regarding Navigation Safety and Lake Conformance related to 429/441 Tryon Bay Circle – Page 72
- G. Request to Appeal Notice of Violation (NOV-2024016) – Page 74

XI. Closed Session

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

XII. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report May 2024

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

Public Services – The Public Service Department is busy keeping everything working as smoothly as possible. Routine maintenance has been completed throughout the month, such as, but not limited to, Meter Reading, Meter Installs, Water Leaks, Locates, Bulk Trash Pickup, Work Orders, Facility Maintenance, Wastewater Samples, and Dam, Wastewater Treatment Plant and Hydro Plant Maintenance. Top accomplishments/project updates:

- Road Repair on Tryon Bay Circle has been completed.
- Three water leaks were repaired this month including breaks on Anglers Way, Snug Harbor and Jack London Rd.
- A second round of Right of Way/Intersection mowing has started. The Zone Map that Public Works created has been very successful.
- Three sewer leaks were reported and fixed in May. Anchors Way and Hummingbird Cove were repaired by Homeowners. Charlottes Drive was repaired by us.

Community Development – Director Williams reports another active month for community development. The department issued 31 permits for the month of May. This includes 12 Zoning, 5 Lake Structure, 3 Land Disturbance Permit, and 2 Vacation Rental Operators.

Top accomplishments/project updates:

- Zoning and Planning Board reviewed preliminary subdivision review process as outlined in Sec 28-33 of Town Ordinances. Board Chair Nelson also led a discussion about historic overlay districts and how that might be appropriate for our Town Center District.
- Board of Adjustment conducted quasi-judicial reviews of five variance requests. Four were approved as presented. A fifth request, to waive off-street parking requirement for a residential vacation rental, was conditionally approved with requirement that off-street parking be created within one year.

- Lake Structure Appeals Board reconvened for the review of a decktop accessory structure application from last month after revisiting the project site to observe a mockup of the proposed structure. The board determined that there was no material obstruction of the view of the lake and voted unanimously to support the accessory structure approval.
- Board of Adjustments reviewed and approved a setback variance for an existing, non-conforming dwelling to be able to replace an existing, rotted deck within the same footprint.
- Lake Structure Appeals Board reviewed a new decktop accessory structure application for appropriateness but continued the case to the next meeting to resolve questions.
- Continued working with Tillman Construction (for AT&T) on the cell tower project. It is still on their July schedule to begin construction at 168 Boys Camp Road.
- The Department's intern from Appalachian State University began. Community Development is sharing the intern, Meghann Pitts, with Public Works with her primary focus on GIS mapping, including working on the sewer infrastructure mapping. She has also done some field work on zoning and land disturbance permit inspections.

Fire / Emergency Management –It was still a busy month in May. The department responded to **34** fire/medical/rescue calls throughout the month. Firefighters completed **195** Hours of Training this month. Partial list of accomplishments:

- Started the Rescue Ops Class of the Firefighter Training Series at the LLFD
- Assisted Chimney Rock VFD with service testing their apparatus'.
- Participated in coordinating active shooter training at LLCA.
- Extinguished a structure fire at LLCA caused by lightning and assisted LLCA administration to clear the school so testing could resume.

Police – The Police Department has been busy with an increase of vacationers, boaters, and events. There were several serious calls this month resulting in arrests including a motorcycle chase, stolen vehicle recovery, soliciting, and physical confrontation. The Department patrolled the lake often, weather permitting.

Top accomplishments:

- Officers have been busy on the lake as well as with traffic in town as the season has begun. The Arts & Crafts Show was a huge success however with any large event we have downtown, it results in lots of traffic. Officers worked extra duty and assisted with getting folks back and forth across the highway by the Arts & Crafts Show. The weather was great which brought out many more people.
- The Antique Boat & Car Show brought in quite a bit of folks and vehicle traffic into the center of town. Memorial Day and the opening of the beach kept the downtown area packed with vehicles and beach goers. As well, Fae Nectar had a huge event with an

estimated 150 – 200 folks. With the town being so jammed, it was good to see there were not any major issues during this time.

Parks, Recreation & Lake – Director Dean Givens is set to retire in July 2024. Ms. Dana Bradley has been selected as the new Parks, Recreation, and Lake Director and she will continue training with Mr. Givens until his retirement. Director Bradley provided exemplary oversight of the Parks, Recreation, and Lake Department. Partial list of notable activities:

Notable projects/activities updates:

- Utilized a total of **113 volunteer hours, valued at \$2,280**
- Proceeded with planning for drainage pipe installation and Green Space walking path re-routing.
- Installed summer annuals.
- Completed a buoy reset.
- Submitted PARTF conversion paperwork for Boys Camp Road.

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.

- The Town continues to have a strong financial position with an unreconciled bank balance.
- Mrs. Diane Daneau-Duval began her tenure with the Town as the Finance Administrative Support Specialist. Mrs. Daneau-Duval has already brought an array management and bookkeeping skills, she is proficient in different accounting software programs and overall operational efficiencies. Mrs. Daneau-Duval will be a tremendous asset to the Town.
- Audit items to be reviewed are decreasing and the Auditors are conducting some early wrap up procedures. Sampling is still occurring along with accounting procedure clarification.

Communications – Communications Director Krejci continues her community outreach along with progress in all areas. There were 43 news articles published on the town's website and 2,069 were sent by hyperlink. There were 24,000 website users in May. The Town of Lake Lure has 21,310 followers on Facebook as of the end of the month.

Top Highlights:

- Coordinated the Memorial Day Program, honoring our Nation's Heroes was well attended and seemed to be well received.

- Communicated to the public with important traffic and weather updates, project overviews, Town Council summaries to keep interested parties informed, and publication of meetings and events.
- Website and Social Media Management with 43% increase in Website Users and an 8% increase in Facebook Followers over the same time last year.

Manager / Clerk / Admin Summary

May was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. In addition, the installation of the Dam valves continues to be underway and making progress.

Highlights:

- A new Town Clerk, Elba Willette, was hired and began her role this month. She is learning quickly and the Town is excited to have her join the team.
- Electric Vehicle chargers in Morse Park were repaired and are now usable to the public.
- The Town Manager's Budget Message was submitted to the Town Council and a public hearing was set for June 11th for the proposed FY 24-25 budget ordinance.
- Mayor Pritchett and I attended the quarterly Mayors/Managers meeting. This includes all mayors and managers in Rutherford County, along with other leaders in the community, and it is an opportunity to hold discussions between communities. During this particular meeting, mayors and managers discussed the upcoming budget year.
- Along with the Community Development Intern mentioned previously, Mr. Trey Blackwood began his summer Internship with the Town. Mr. Blackwood is currently in the Appalachian State University MPA Program and he aspires to become a Town Manager. Throughout the summer he will be joining various departments, attending meetings, improving and creating policies, and reviewing the comprehensive plan.
- Town Council and staff hosted my official welcoming ceremony during the May 14th regular Council meeting. I would like to thank all of those who coordinate the ceremony, and also all that were able to attend. It was great to see both familiar and new faces. I look forward to continuing to serve the community and its members.

V

PUBLIC HEARING

- A. Ordinance No. 24-06-11 Adopting Fiscal Year 2024-2025 Budget
 - i. Staff Report
 - ii. Public Hearing
 - iii. Council Deliberation
 - iv. Consideration of Adoption of Ordinance No. 24-06-11

- B. Ordinance No. 24-06-11A Amending Code of Ordinances Chapter 4 (“Animals”)
 - i. Staff Report
 - ii. Public Hearing
 - iii. Council Deliberation
 - iv. Consideration of Adoption of Ordinance No. 24-06-11A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Ordinance No. 24-06-11 Adopting Fiscal Year 2024-2025 Budget

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number: A
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

A public hearing has been advertised in accordance with North Carolina General Statutes to receive comments in regard to the proposed Fiscal Year 2024-2025 budget.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 24-06-11 Adopting Fiscal Year 2024-2025.

ATTACHMENTS:

Ordinance No. 24-06-11 Adopting the Fiscal Year 2024-2025 Budget; Proposed FY 24-25 Revenues and Expenditures

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

ORDINANCE NO. 24-06-11

AN ORDINANCE ADOPTING THE FISCAL YEAR 2024-2025 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 2024-2025 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	4,700,000
State Shared Revenues & Grants	3,000,000
Land Use Fees	100,000
Cultural and Recreation	1,252,800
Miscellaneous Revenues	90,000
Transfer from Capital Reserve	-
Installment Agreement Proceeds	-

TOTAL GENERAL 9,142,800

II. WATER/SEWER FUND

TOTAL WATER/SEWER 1,650,360

III. ELECTRIC FUND

TOTAL ELECTRIC 280,000

GRAND TOTAL - ALL FUNDS 11,073,160

EXPENDITURES

I. GENERAL FUND

Governing Board	58,800
Administration	1,257,900
IT/Telecommunications	135,000
Police	1,092,772
Fire	1,100,000
Sanitation	240,000
Public Works	941,550
Economic Development	123,900
Community Development	613,965
Parks, Recreation & Lake	797,600
Beach & Marina	5,000
Dam/Watershed Protection	15,000
Non-Governmental	205,000
Capital Outlay & Projects	606,313
Debt Service	350,000
Transfer to Dam Capital Reserve Fund	1,600,000

TOTAL GENERAL 9,142,800

II. WATER/SEWER FUND

Water Operations	386,200
Sewer Operations	598,800
Capital Outlay and Bonus	145,415
Debt Service	119,945
Transfer to Fund Balance (Equity)	400,000
TOTAL WATER/SEWER	1,650,360

III. ELECTRIC FUND

Operations	280,000
Capital Outlay	-

TOTAL HYDRO-ELECTRIC FUND **280,000**

GRAND TOTAL – ALL FUNDS **11,073,160**

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, 2024. 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, 2024.

Adopted the 11th day of June, 2024.

Ordinance No. 24-06-11

June 11, 2024

Page 4

Mayor Carol C. Pritchett

ATTEST:

Olivia Stewman, Town Clerk

APPROVED AS TO FORM:

William Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Ordinance No. 24-06-11A Amending Code of Ordinances Chapter 4 (“Animals”) Section 4-3 (“Livestock”)

AGENDA INFORMATION:

Agenda Location: Public Hearing

Item Number: B

Department: Community Development

Contact: Michael Williams, Community Development Director

Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

A text amendment to establish an allowance for a public school to keep certain livestock for educational purposes with specific approval from town council. The amendment would require the following changes to Chapter 4 of the Code of Ordinances: a modification of Section 4-3(a,d,e) and add 4-3(f) specifically allowing the keeping of goats and/or chickens outside of a 200 foot buffer from a residence, church, store or other place of business. CDD recommended the amendment at the April 16, 2024 Zoning and Planning Board meeting. The recommendation was approved unanimously.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 24-06-11A Amending Code of Ordinances Chapter 4 (“Animals”) Section 4-3 (“Livestock”)

ATTACHMENTS:

Ordinance No. 24-06-11A Amending Code of Ordinances Chapter 4 (“Animals”) Section 4-3 (“Livestock”)

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

ORDINANCE NUMBER 24-06-11A

AN ORDINANCE AMENDING SECTION 4-3 OF CHAPTER 4 ANIMALS

WHEREAS, The Town of Lake Lure finds it necessary to modify the section regarding keeping of livestock within the corporate limits; and

WHEREAS, Section 4-3 of the Animals Regulations of the Town of Lake Lure states that, “it shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, or other livestock or fowl on any lot or within any pen, stable, or other enclosure or building within the corporate limits; and

WHEREAS, Town staff believes that a public school is distinctly different from other commercial or residential properties; and

WHEREAS, The keeping of goats and chickens for educational use at public schools has been reviewed and recommended by the Zoning and Planning Board as an amendment to Section 4-3; and

WHEREAS, Town staff believes that the keeping of goats and chickens for educational use at public schools should be permitted within established limits; now, therefore, be it

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

SECTION ONE. Section 4-3 of the Animals Regulation of the Town of Lake Lure is hereby amended as follows:

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

Sec. 4-3. Livestock

- (a) *Keeping of livestock prohibited.* It shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, other livestock, or fowl other than hens as defined in section 4-1, on any lot or within any pen, stable, or other enclosure or building within the corporate limits. This section shall not be deemed to prohibit the assembling of livestock for shipment or the unloading from shipment of livestock, provided that such livestock are not kept within the corporate limits for more than 24 hours prior to shipment or subsequent to unloading. Nor shall this section be deemed to prohibit the keeping of livestock for educational purposes as described in section 4-3(d).
- (b) *Horses and ponies.* Horses and ponies may be kept within town limits for pleasure or recreational purposes only, provided that no horse or pony is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, including the owner's or boarder's residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. The pasturing of any horse or pony will be limited to one animal for every two acres of pasture.
- (c) *Hens.* Up to four (4) hens may be kept within town limits, on residentially zoned properties, for non-commercial purposes only, provided that no hen is kept, housed, penned or maintained within 100 feet of a residence other than the owner's or tenant's, a church, store or other place of business. Additionally, hens shall be kept separated from any property line by a minimum of 50 feet and a minimum of 75 feet from any body of

water or roadway. All areas where hens are kept shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive order which can be detected by and is offensive to the occupant of any dwelling in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. Hens must be kept within a completely enclosed chicken coop and/or run, the total area of which shall not exceed 160 square feet in size. The free ranging of hens is prohibited. Any individual keeping hens within the town must obtain an annual registration permit to be in compliance with this section of the Code of Ordinances.

- (d) Livestock for educational purposes. Goats and chickens may be kept within town limits by a public school for educational purposes, with specific approval by Town Council, provided that no goat or chicken is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities.
- (e) *Effect upon existing livestock.* Persons keeping or maintaining within the corporate limits any of the animals named in subsection (a) of this section, shall remove them from the corporate limits in order to comply with subsection (a) of this section not later than six months from the effective date of the ordinance from which this subsection is derived.
- (f) *Violations.* In any event, if any horse, pony, goat or hen being kept pursuant to this section becomes noncompliant with these provisions, upon written notice given by the town to either the owner of the horse, pony or hen or the possessor of said horse, pony, goat or hen, that owner or possessor shall have seven days to correct the deficiencies noted in the written notice, and failure to correct the deficiencies noted in the written notice shall constitute a violation of this chapter.

The Town of Lake Lure Town Council deems Ordinance No. 24-05-14 to be reasonable and in the public interest because it adopts the permitting of specific livestock for educational purposes at any public school within the town corporate limits.

Adopted this ____ day of _____, 2024.

ATTEST:

Olivia Stewman
Town Manager

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

VI
COUNCIL LIAISON
REPORTS AND
COMMENTS

VII

PUBLIC COMMENT

The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the Town Clerk, ewillette@townoflakelure.com, at least one hour prior to the meeting.

VIII

CONSENT AGENDA

- A. Approval of the May 14, 2024 Regular Town Council Meeting and the May 22, 2024 Town Council Work Session and Action Meeting Minutes



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, MAY 14, 2024, 5:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

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

William Morgan, Jr., Town Attorney
Olivia Stewman, Town Manager
Stephen Ford, Finance Director
Dean Lindsey, Public Services Director
Michael Williams, Community Development Director
Laura Krejci, Communications Director

ABSENT: N/A

I. CALL TO ORDER

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

II. APPROVE THE AGENDA

Commissioner Patrick Bryant made a motion to approve the agenda, as presented. Commissioner Jim Proctor seconded and all voted in favor.

III. MAYOR'S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance and said she was honored to welcome Olivia Stewman as the new Town Manager. Mayor Pritchett stated that the Town Council was pleased to promote Ms. Stewman to the Town Manager role because of her excellent work history

in Lake Lure. She has served as the Town Clerk since 2021 and as Interim Town Manager previously during her tenure in Lake Lure. Mayor Pritchett announced that she was going to call for a recess of the meeting so everyone that came could meet and congratulate Ms. Stewman.

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Stewman reviewed April's Report. The Full Report can be found in the meeting packet.

V. COUNCIL LIAISON REPORTS AND COMMENTS

- **Zoning and Planning Board:**

Commissioner Doster advised that the Board met on 4/16/24. They are working with a contractor in Town and addressing the issues related to enforcements against the contractors.

- **ABC Board:**

Commissioner Doster reported that the Board met on 4/15. He advised that business is picking up.

- **Lake Advisory Board :**

Mayor Pro Tem DiOrio reported that the board is tracking the activity on the Lake with the assistance of the LLPD. He reported that the Lake Lure Police Dept. had provided their officers with training on the Lake Use Regulations. Monitoring the number of non-motorized boats on the lake is ongoing since the change in the permitting. The Board is closely monitoring the Marina area and watching the traffic. Commissioner DiOrio advised that Morgan Corporation added a new ramp in Morse Park to assist with loading equipment. Commissioner DiOrio noted that the board was also continuing the review of all buoy locations so they can be placed where they can be utilized effectively.

- **Parks and Recreation Board:**

Commissioner Jim Proctor reported that the Rutherford Outdoor Coalition (ROC) was holding a Pollinator Class on 5/23. Commissioner Proctor reported that the construction on the building at the Flowering Bridge has started. Commissioner Proctor noted high number of volunteer hours to support Parks and Recreational activities.

VI. FY 24-25 BUDGET PRESENTATION

Finance Director Steve Ford gave an overview of the proposed FY 24-25 Budget.

Budget Overview included:

- Revenues are on a slight upswing
- Market Rate consideration for Town employees of 3.8%
- Combination of Cola, Christmas Bonus, and Merit Bonus payment
- Eliminate Longevity
- Paying out Comp Time in summer 2024, Possibly putting a cap on Comp Time
- Department's operating expenses increase slightly
- An additional 3.5 full time employees are being recommended
- Debt Service continues to decrease, but major consideration for the Fire Engine Purchase
- The Budget is balanced

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

There were no comments.

VIII. CONSENT AGENDA

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

The Consent Agenda included the following items:

- A. Approval of the April 3, 2024 Special Town Council Meeting, the April 9, 2024 Regular Town Council Meeting, and the April 24, 2024 Town Council Work Session and Action Meeting Minutes
- B. Approval of Waiver of Code of Ordinances Chapter 20 Article II ("Noise Regulation") for the Lake Lure Memorial Day Service on May 27, 2024
- C. Approval of Waiver of Code of Ordinances Chapter 20 Article II ("Noise Regulation") for Olympiad Lure of the Lake Swim Event on June 8, 2024
- D. Approval of Waiver of Code of Ordinances Chapter 20 Article II ("Noise Regulation") for Rumbling Bald Independence Day Celebration Scheduled for July 4, 2024
- E. Resolution No. 24-05-14C Amending Personnel Policy Manual

Commissioner Proctor made a motion to approve the Consent Agenda as presented. Commissioner Doster seconded. All voted in favor.

IX. UNFINISHED BUSINESS

There was no unfinished business to discuss.

X. NEW BUSINESS

A. RESOLUTION NO. 24-05-14 REQUIRING TOWN COUNCIL APPROVAL OF PROJECT CHANGE ORDERS EXCEEDING \$50,000

It was noted that this resolution will give transparency to Council.

Commissioner DiOrio made a motion to approve Resolution No. 24-05-14. Commissioner Bryant seconded. All voted in favor. Resolution No. 24-05-14 was adopted as follows:

RESOLUTION NO. 24-05-14

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE REQUIRING TOWN COUNCIL APPROVAL OF PROJECT CHANGE ORDERS EXCEEDING \$50,000

WHEREAS, the Town of Lake Lure has various ongoing major projects; and

WHEREAS, major projects may require change orders to the original scopes of the projects; and

WHEREAS, the Town of Lake Lure adopts capital project ordinances for major projects and capital project ordinances include a contingency amounts approved by Town Council; and

WHEREAS, Resolution No. 23-10-10A previously authorized the Town Manager to approve all change orders up to the contingency amount approved by Town Council; and

WHEREAS, there is a desire for increased oversight of project expenses by Town Council in order to ensure fiscally responsible decisions; and

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

SECTION ONE. The Town Council is hereby required to approve all project change orders exceeding \$50,000.

SECTION TWO. This Resolution supersedes Resolution No. 23-10-10A.

SECTION THREE. This Resolution shall become effective upon adoption.

X. NEW BUSINESS

B. CONSIDER APPROVAL OF AMENDMENT TO THE LAND USE FEE SCHEDULE AND LAKE USE FEE SCHEDULE TO INCLUDE LANGUAGE REGARDING A REFUND TO THE FEE FOR FILING AN APPEAL IF SUCCESSFUL

Community Director Mike Williams recommended providing the means to refund the fee paid to the Town when applying for an appeal if the appeal is successful. Mr. Williams had made the recommendation to the Zoning and Planning Board on April 16, 2024.

Commissioner Doster made a motion to approve the amendment to the land use fee schedule and lake use fee schedule to include language regarding a refund of the fee for filling an appeal if successful. Commissioner Proctor seconded and all voted in favor.

X. NEW BUSINESS

C. RESOLUTION NO. 24-05-14A SETTING PUBLIC HEARING FOR JUNE 11, 2024 TO RECEIVE COMMENTS REGARDING RECOMMENDED TEXT AMENDMENTS TO CODE OF ORDINANCES CHAPTER 4 (“ANIMALS”) SECTION 4-3 (“LIVESTOCK”)

Director Mike Williams recommended setting a public hearing for June 11, 2024 to receive comments regarding a text amendment for chapter 4 section 4-3 (a,b,c) adding 4-3(f) that would allow the keeping of goats at a public school for educational purposes outside a 200 foot buffer.

Commissioner Proctor made a motion to set a public hearing for June 11, 2024 to receive comments regarding recommended text amendments to code of Ordinance Chapter 4 Section 4-3. Commissioner Bryant seconded and all voted in favor.

X. NEW BUSINESS

D. RESOLUTION NO. 24-05-14B SETTING PUBLIC HEARING FOR JUNE 11, 2024 TO RECEIVE COMMENTS REGARDING PROPOSED FISCAL YEAR 2024-2025 BUDGET

Staff recommended setting a public hearing in order to receive comments regarding proposed fiscal year 2024-2025 budget to be set for the June 11th regular meeting.

Commissioner DiOrio made motion to set a public hearing for June 11, 2024. Commissioner Bryant seconded. All voted in favor.

X. NEW BUSINESS

E. REQUEST FOR TOWN COUNCIL APPROVAL TO RE-SAND THE EXISTING PRIVATE BEACH LOCATED AT 230 BURNT RIDGE ROAD

Town Manager Stewman advised that the next three items on the agenda are for the same request to re-sand existing beaches just different locations.

Ms. Stewman said that the Army Corp of Engineering has allowed us to authorize re-sanding of beaches to minimal impact. However Town Council has to approve.

Council asked Town Attorney William Morgan if they can vote on all three items at one time. Mr. Morgan advised that he did not see any reason why not.

Commissioner Proctor made a motion to approve line items E, F, & G on our agenda. Commissioner Doster seconded and all voted in favor.

X. NEW BUSINESS

F. REQUEST FOR TOWN COUNCIL APPROVAL TO RE-SAND THE EXISTING PRIVATE BEACH LOCATED AT 255 DEERWOOD DRIVE

Commissioner Proctor made a motion to approve line items E, F, & G on our agenda. Commissioner Doster seconded and all voted in favor.

X. NEW BUSINESS

G. REQUEST FOR TOWN COUNCIL APPROVAL TO RE-SAND THE EXISTING PRIVATE BEACH LOCATED AT 308 SNUG HARBOR CIRCLE

Commissioner Proctor made a motion to approve line items E, F, & G on our agenda. Commissioner Doster seconded and all voted in favor.

X. NEW BUSINESS

H. BUDGET AMENDMENT #372 FOR PUBLIC WORKS EXCAVATOR

Public Services Director Dean Lindsey advised council that during a recent storm a tree fell on the Public services' excavator. Mr. Lindsey believes that, while the excavator is being repaired, buying a new excavator vs renting one would be economically responsible. Director Lindsey also believes the additional equipment is much needed with additional staff being proposed.

Commissioner Doster made motion to approve budget amendment #372 for Public Works Excavator. Commissioner Bryant seconded. All voted in favor.

XI. ADJOURNMENT

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 6:12p.m. Commissioner Doster seconded and the motion carried 4-0.

ATTEST:

Wendy Terry, Deputy Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE REGULAR WORK SESSION AND ACTION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, MAY 22, 2024, AT THE LAKE LURE MUNICIPAL CENTER

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

Olivia Stewman, Town Manager
William Morgan, Jr., Town Attorney

ABSENT:

I. CALL TO ORDER

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

II. AGENDA ADOPTION

Mayor Pritchett asked if there were any edits to the agenda. No edits were noted.

Commissioner Proctor made motion to except the agenda as presented. Commissioner Bryant seconded and all voted in favor.

III. PUBLIC COMMENT

The Mayor invited the public to speak.

Mr. Bob Washburn, Washburn Road in Lake Lure, spoke to the board regarding a resolution that was passed in the fall of 2019 to honor Mr. Charles Watkins and Mr. Dick Washburn. Mr. Washburn stated that a plaque and a tree was to be put in place as a memorial for the two men

who served our community but because of the pandemic it fell thru the cracks. Mr. Washburn asked that the Town follow up and ensure the memorials were honored. Town Manager Stewman stated that she would locate the Resolutions and follow up to ensure these were honored.

IV. DISCUSS MEMORIALS ON TOWN PROPERTY

Town Manager Stewman stated that she had been approached with a request for memorials in Morse Park, specifically dedication of trees and plaques. Ms. Stewman advised that she discovered we had a previous policy adopted in 2013 already in place in regards to memorials. After discussion Town Council recommended that Ms. Stewman update the policy and present a draft to Town Council for review.

V. DISCUSS EXISTING PUBLIC WORKS SITE

Ms. Stewman advised that she has been working with public Services Director Dean Lindsey regarding relocating the Public Works Department from behind the Arcade Building to the green Space property. Mr. Lindsey advised that he is working with Community Director Mike Williams on permitting and approvals with the Zoning and Planning Board. Mr. Lindsey also advised that the two proposed buildings will be 40' x 80' and 40' x 72' and will include a work space, office area and equipment storage.

Town council also discussed future plans for the property after Public Works is relocated.

VI. REVIEW AND CONSIDER APPROVAL OF PARKS, RECREATION, AND LAKE COORDINATOR POSITION DESCRIPTION

Town Manager Stewman stated that the Parks, Recreation, and Lake Coordinator position became vacant after Dana Bradley was selected as the new Parks, Recreation and Lake Director. Ms. Stewman also stated that they were looking to make the position emphasize the enforcement of laws and ordinances created by the Marine Commission and Town Council as well as maintaining the parks, trails, and related facilities in Lake Lure.

Commissioner Proctor approved the description of the Parks, Recreation, and Lake Coordinator position. Commissioner Bryant seconded and all voted in favor.

VII. REVIEW DRAFT CONCESSION AGREEMENT WITH THE LODGE ON LAKE LURE

Town Manager Stewman stated that it was discovered that The Lodge on the Lake has been running a tour boat and per Lake Use Regulations, tour boats require a concession argument with the Town regardless of the number permitted.

Dana Bradley spoke to the board and explained that she was going to make the concession agreement to be set at a rate based on projected sales of tours for the first year. Council discussed with Ms. Bradley how that worked and determined that it was more complicated than needed to be and for consistency agreements should be set at 15%. Commissioner Doster explained that if a company will be conducting business in town and they are required, per policy, to enter a concession agreement of 15%, than that is what should be done.

Ms. Stewman will make amendments and have it ready for the next meeting.

VIII. DISCUSS PRIVATE PICNIC BENCHES ON TOWN PROPERTY

Town Manager Stewman stated that Lured Market had placed picnic tables on Town-owned property to be used by their patrons. Ms. Stewman was informed by the owner, Paul Brock, that he had a verbal agreement with the former Town Manger to put the picnic tables there. Ms. Stewman and Town Attorney William Morgan recommended a written agreement to allow placement of the picnic tables on Town property if that is what the council chooses. Council discussed whether or not the Town would be setting a precedent for businesses to spread out onto Town property. There was also discussion regarding the spillway and the culvert in that area. Town council recommended that the Town Manager review the information with the Town Attorney and present a recommendation at a future meeting.

IX. CONTINUE DISCUSSIONS REGARDING SEWER REPLACEMENT PROJECT AND LAKE DRAWDOWN

Town Manager Stewman discussed the following items with council:

*The Town is looking at the feasibility of continuing the sewer system replacement project, possibly taking a formal operational pause to reassess the costs.

*Dredging is underway. The Town is also pursuing permitting for additional dredging. If the permit is submitted by July, the Town should have it approved by January.

*Schnabel Engineering's Sub-consultant, inspected the Tainter gate and found that one of the beams on Tainter Gate 2 is heavily rusted.

Mr. Lindsey advised that we will still operate normal lake levels effectively using the other two Tainter gates. He also discussed the plan to evaluate the recommendations and submit repairs once a formal report is received.

*Town Council and staff will continue discussion on the sewer replacement project and options for the next lake drawdown.

X. DISCUSS PERSONNEL POLICIES

Town Manager Stewman noted that compensatory time, retiree health insurance, and law enforcement separation allowance were discussed at a former budget meeting. Manager Stewman confirmed that the Town provides retirees with health insurance benefits until they are Medicare eligible. It was also noted that the law enforcement separation allowance is mandated by the state.

Manager Stewman explained that she met with Finance Director Stephen Ford and Human Resources Specialist Jennifer Duncan to discuss a solution for compensatory time. It was discussed that as of current, there is no limit to compensatory time and that this is a liability on the Town's books. It was also discussed that the Town's policy currently states that the Town will pay out all compensatory time on record at the end of the fiscal year. Manager Stewman expressed that she had received feedback from various staff members that they planned to use their compensatory time and that they would prefer that it not be paid out. Specialist Duncan explained that state regulations do not allow for municipal employees' compensatory time to be lost if not used within a certain amount of time. Staff recommended allowing for 120 hours of compensatory time to be built up and paying overtime after this maximum amount of compensatory time is reached. Staff also recommended that employees be paid out for any compensatory time exceeding the recommended maximum at the end of the fiscal year. Council and staff deliberated and Council recommended a lesser maximum of 80 hours. It was discussed that the majority of compensatory hours are collected by public safety employees and that other departments do not have a large amount of compensatory time built up. Manager Stewman stated that she would present Council with a recommended compensatory policy at the next meeting.

Commissioner Proctor made a motion to change the agenda by moving item XVII ("Workforce Housing conceptual site plan") to item XI and moving item XIII ("Parking and Recent Parking Request") to item XII, and renumbering the remaining items accordingly. Commissioner Doster seconded and all voted in favor.

XI. DISCUSS WORKFORCE HOUSING CONCEPTURAL SITE PLAN

Mr. Gurney, President of Gateway Wellness Foundation, gave a brief overview of the foundation and discussed the work that has been done with the Town of Rutherfordton to develop a workforce Housing neighborhood called Creekwood Meadows. Mr. Gurney discussed with Town Council how Workforce Housing can work in Lake Lure. Mr. Gurney identified potential Town-owned property for future Workforce Housing in Lake Lure and advised the next step would be to develop a Conceptual Site Plan. He advised that the only requirement of the Town of Lake Lure is to provide the property and the cost to development of the Conceptual site plan. The Conceptual site plan is an essential element that can then be used to apply for grant funding from organizations like Dogwood health Trust, Foothills Reginal Commission and other Foundations as well as state and federal funders, for the development of the infrastructure to support the neighborhood, Once the infrastructure has been crated, Gateway Wellness Foundation would fund and oversee the development of the Workforce Housing. Gateway Wellness Foundation will market the new homes to the Lake Lure workforce including Firefighters. Police Officers. Teachers, Healthcare workers, etc.

Commissioner Bryant recommended approval of the Conceptual site plan. Commissioner DiOrio seconded. All voted in favor

XII. DISCUSS PARKING AND RECENT PARKING REQUEST

Town Manager Stewman discussed adding four additional parking spaces and two parallel parking spaces at the Old ABC store.

Community Development Director Mr. Williams spoke to council regarding the need for more parking due to Town growth and added events taking place. Mr. Williams discussed the possibility of using the Cell Tower property on Boys Camp Rd with possible options of using a shuttle as well as building a pedestrian bridge. The use of the property behind the Arcade building as a possible parking lot once public services has vacated was also discussed.

Tom Holladay, owner of Fae Nectar spoke to council regarding the parking problems at his business and the need for additional public parking for other businesses.

XIII. CONTINUE REVIEW OF PROPOSED FY 24-25 BUDGET

Finance Director Steve Ford and Town Council discussed and reviewed current copy of the draft budget.

XIV. DISCUSS NON-COMPLIANT LAKE STRUCTURES AT 121 ANGLERS WAY

Community Development Review Specialist, Rick Carpenter, gave the Town Council a review of issues at 121 Anglers Way. Mr. Carpenter stated that the land based structure has on going issues with erosion into the lake and is an unsafe. The seawall and boathouse are in a severe state of disrepair and on the verge of collapse. Mr. Carpenter has notified the home owner but no active efforts to repair are being made. Mr. Carpenter and Council discussed time frame specified in the ordinance when a property is condemned.

Mr. Doster made motion to condemn property at 121 Anglers way and the removal of the seawall and boathouse with in the time specified in the ordinance and to stabilize the shore line after removal of the seawall. Mr. DiOrio seconded and all voted in favor.

XV. DISCUSS GOALS FOR TOWN PARK PLANNING

Town Manager Stewman advised that the previous Town Manager was in the process of having a plan created for the Green Space and had signed a contract with McGill. Commissioner Doster suggested contacting McGill and see about cancelling the contract for now and until the Town is ready to move forward with a comprehensive plan.

**XVI. REVIEW PARKS AND RECREATION BOARD RECOMMENDATION FOR
REMOVAL OF WATER FOUNTAIN**

Parks, Rec, and Lake Director Dana Bradley advised that the Parks and Recreation Board recommended removing the fountain located in front of the Arcade Building. They would like to save the memorial plaque and relocate it to a nearby bench. The metal sculpture from the center of the fountain would also be relocated.

Commissioner Proctor made a motion to approve the removal of the fountain. Commissioner Bryant seconded and all voted in favor.

XVII. APPOINTMENT OF TOWN CLERK

Town Manager Stewman advised that after interviewing candidates for the vacant Town Clerk position, Mrs. Elba Willette was offered the position. Per Town policy Town Council is charged with appointing the Town Clerk.

Commissioner Doster made motion to appoint Elba Willette as the new Town Clerk of Lake Lure. Commissioner Bryant seconded and all voted in favor.

XVIII. PROJECT MANAGER UPDATES

Project Manager Mike Dydula asked to go on record and request that the Town Manager share the recommendations from Schnabel Engineering's sub-consultant regarding the Tainter gate with the Council.

Mr. Dydula gave a brief overview of the following items:

- Reservoir Drain Project: Mr. Dydula stated that the concrete bulkhead and metal door that will be attached to the Dam shipped out of true. Some refinements are being made on site with a Milling machine. The refinements are expected to be finished by next week. The divers will be preparing to move forward next week as well.
- Lake Drawdown: Town Council discussed the work that could be accomplished during a winter drawdown. The plan to consider bringing the lake down again January-March 2025, coming down 12 feet, with the option to come down 20 feet if necessary.
- Sewer System Replacement/Waste Water Treatment plant:
- Discussion was held on options moving forward. It was determined that a meeting with DEQ needs to be held.
- Tryon Bay Demolition/Foreclosure:
The foreclosure process is proceeding for the property at 177 Tryon Bay and will be going to auction thereafter.

XIX. TOWN MANAGER UPDATES

Town Manager Olivia Stewman introduced our two new interns, Trey Blackwell and Megan Pitts. Trey is working at Town Hall and Megan is working at the Community Development office.

XX. ADJOURNMENT

Commissioner Bryant made a motion to adjourn. Commissioner Doster seconded and all voted in favor. The meeting was adjourned at 12:06 p.m.

ATTEST:

Wendy Terry, Deputy Town Clerk

Mayor Carol C. Pritchett

IX
UNFINISHED
BUSINESS

X

NEW BUSINESS

- A. Request to Appeal Notice of Violation (NOV-2024018)
- B. Request to Appeal Decision by the Lake Structure Appeals Board regarding LSP-2024009
- C. Consider Approval of Concession Agreement with Lodge on Lake Lure
- D. Consider Approval of Concession Agreement with Lake Lure LLC
- E. Resolution No. 24-06-11 Amending the Personnel Policy
- F. Consider Approval of Lake Advisory Board Recommendation regarding Navigation Safety and Lake Conformance related to 429/441 Tryon Bay Circle

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Request to Appeal Notice of Violation (NOV-2024018)

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: A

Department: Community Development

Contact: Richard Carpenter, Dev. and Environ. Review Specialist

Presenter: Richard Carpenter, Dev. and Environ. Review Specialist

BRIEF SUMMARY:

Development and Environmental Review Specialist Richard Carpenter issued a notice of violation (NOV-2024018) on May 9th for failed erosion control, plan deviation without revision, and unstable slopes. The property owner has requested to appeal the citation fine related to NOV-2024018.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve/deny the request appeal Notice of Violation (NOV-2024018).

ATTACHMENTS:

Request from Property Owner; NOV-2024018; Email Correspondences between Property Owner and Staff

STAFF'S COMMENTS AND RECOMMENDATIONS:

On 5/7/2024 it was discovered that all erosion control between the jobsite and the waters of Lake Lure had been removed by the contractor, Bill Thompson. Additionally, the engineered stormwater outlet was improperly installed, and there were unprotected steep slopes. These deviations led to unabated sediment loss into the waters of Lake Lure. The applicant, Mr. Hausle, was fined \$400 for this initial set of issues. Citations were paused when the owner reported that the builder, Bill Thompson, was installing erosion control. Staff re-inspected the site on 5/9/2024 and discovered that the erosion control was not installed correctly and had failed completely. Citations began again after discovering sediment running into the waters of Lake Lure. Two additional citations for \$600 apiece were issued before the homeowner obtained compliance. Due to the plan deviations and site management failures, the site is out of compliance with town ordinance standards. Presently, the erosion control is compliant, but the notice of violation is still active until the homeowner submits a reforestation plan to bring the site into compliance and redesigns a stormwater outlet. In total, staff issued \$1600 in citations. It is staff's opinion that the town should abstain from eliminating 100% of citations issued to deter negligent behavior by repeat offenders.

Olivia Stewman

From: Thomas Hausle <thomhausle@hotmail.com>
Sent: Friday, May 31, 2024 12:09 PM
To: Olivia Stewman
Cc: Wendy Terry
Subject: Citation Fine Request
Attachments: Hawthorne Drive Erosion Control; Notice of Violation ; Citation_5.9.24 (003).pdf

Dear Ms. Stewman, On May 8th there was a severe thunderstorm that dropped over three inches of rain on Lake Lure. My construction site had an erosion control breach, and I was fined \$600/day until it was corrected.

Two days totaling \$1,200. The remedies that Rick Carpenter required were done in a timely manner and the fines were stopped on May 13th.

As you can see from my emails with Rick (attached) I immediately let him know that the drain in the town road was clogged and a large portion of Hawthorne Drive drained into my lot as a result.

I have taken numerous actions to make sure that the road water does not drain into my property again. Additionally, I have updated my erosion control plan and submitted that to the Town.

I do not believe that there would have been a problem if the town drain was in working order and the water from the road did not overwhelm my construction site.

Therefore, I am requesting relief from the violation and that this fine be waived.

I plan on attending the Town Council meeting on June 11th. Thank you for your consideration.

Yours truly,

Thom Hausle
646-210-3732

TOWN OF LAKE LURE CIVIL PENALTY CITATION

Date: 05/09/24

Case Number: Nov 2024018

SECTION(S) VIOLATED:

22-26, 22-31, 22-32, 22-27, 22-26

DESCRIPTION OF VIOLATION(S):

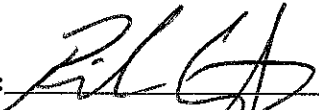
- failed erosion control. Sediment loss into lake.
- Plan deviation without revision.
- Steep exposed slopes - unstable.

Number of previously issued violations for same offense: 2

CIVIL PENALTY AMOUNT: \$600

NOTICE:

This is a citation for a violation of the Lake Lure Town Regulations. This citation should be paid at the Lake Lure Town Hall during regular business hours within ten (10) business days of the date of service of this citation. Civil Penalty Citations become past due if not paid within thirty (30) calendar days of the issuance of this citation, in which case the Town may recover such penalties in a civil action in the nature of debt.

SIGNED: 

Personal Service: Received By: _____ Date: _____

Property Posted: Certified Mail # _____

Olivia Stewman

From: Richard Carpenter <RCarpenter@townoflakelure.com>
Sent: Thursday, May 9, 2024 12:27 PM
To:
Subject: Notice of Violation
Attachments: Citation_5.9.24.pdf

Good morning,

After inspecting your job site, I have determined it to be a significant hazard to the waters of Lake Lure. Below are the issues observed and remedies. Please note, citations from the notice of violation have been reactivated at \$600 per day the violation exists and will cease when your site is code compliant and not losing sediment into the lake.

Observed Concerns:

- 1) Limits of disturbance have been exceeded due to silt fence failures and encroachment into protected areas.
- 2) All silt fencing is installed incorrectly and has failed completely leading to sediment loss into the lake.
- 3) Exposed slopes are losing sediment and are not stable.

Remedies:

- 1) Provide a new site plan that illustrates the new limits of disturbance. This must be to scale. I recommend using your previous vendor so that they can check the rip rap below your project.
- 2) Install additional measures that will hold up during storm events. This may mean placing correctly installed fencing on undisturbed soil (through plan revision and approval) or employing a super silt fence.
- 3) Stabilize the exposed slopes. State design standards provide a 7 day window to stabilize after disturbance. You have exceeded this already. What kind of timeline can you provide for stabilization?

Let me know when your site is code compliant, and I will re-inspect.

Rick Carpenter, CZO
Development and Environmental Review Specialist
[Town of Lake Lure](#)
828.625.9983 EXT 107

Olivia Stewman

From: Thomas Hausle <IMCEAEX-_o=First+20Organization_ou=Exchange+20Administrative+20Group+28FYDIBOHF23SPDLT+29_cn=Recipients_cn=00064000D76AF442@NAMP221.PROD.OUTLOOK.COM>
Sent: Friday, May 10, 2024 3:31 PM
To: Richard Carpenter
Subject: Hawthorne Drive Erosion Control
Attachments: IMG_7345.jpg; IMG_7359.jpg; IMG_7360.jpg

Hi Rick, I was on site today and got the silt fence repaired. I also added an additional row of silt fencing. (photo) I had Bill Thomson clear the drain in the road and install a temporary curb to prevent the street water from going down the new driveway. (photo) I was not able to seed and mulch today as it was too wet. I will be back Monday to do that work. As requested in my last email I am asking for you suspend the fine as I believe the clogged town drain (photo) contributed to this occurrence and I have already taken corrective measure to ensure it won't happen again. I will be on site Monday and can meet with you on site if you are available.

Thanks, I look forward to hearing from you.

Thom Hausle
646-210-3732







**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Request to Appeal Decision by the Lake Structure Appeals Board regarding LSP-2024009

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: B

Department: Community Development

Contact: Michael Williams, Community Development Director

Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

A decision was made by the Lake Structure Appeals Board (LSAB) at their May 21st special meeting determining that LSP-2024009 met the criteria established in Section 6-51 of the Code of Ordinances to allow for the construction of a decktop accessory structure at 183 Sunset Cove. A neighboring property owner has requested to appeal the decision of the LSAB).

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve/deny the request to appeal decision by the Lake Structure Appeals Board regarding LSP-2024009.

ATTACHMENTS:

Request Letter from Property Owner

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends affirmation of 5/21/24 Lake Structure Appeals Board approval of decktop accessory structure at 183 Sunset Cove.

Olivia Stewman

From: Nancy Mc
Sent: Monday, June 3, 2024 10:50 AM
To: Olivia Stewman
Subject: Non-zoning Appeal

Good morning Olivia, hope you had a nice weekend. Yes, I would like to proceed with the appeal and this is a letter to the town council with my request.. I will be attending a luncheon at the Lake Lure Inn tomorrow and can pay the fee for the appeal then. Who do I pay it to? And thank you for assisting me through this process. ngm

Dear Council Members,

This letter is in regards to the evaluation process for a proposed decktop structure at 183 Sunset Cove. There has been two Lake Structures meetings regarding the proposed decktop structure. At the first meeting on April 23rd, after being sworn in, Mr Pearlman (the owner of 183 Sunset Cove) stated to the board that the decktop structure "would not have walls or screens". I am requesting that his statement of "no walls and screens" specifically be codified into the decktop structure permit for 183 Sunset Cove.

This would provide further clarity to Section 6-51 (6) (c) of the Town's ordinances state that, "decktop accessory structures shall be completely open on all sides except for partial walls not more than 42 inches in height above the surface of the rooftop deck and insect screens."

Additionally, at the April 23rd meeting, I submitted to the LAC Board pictures of how my quintessential Lake Lure view would be materially impacted. Upon receiving these pictures, a member of the LAC Board brushed them aside and stated that my pictures did not have measurements and, therefore, were not valid. Coincidentally, the permit submission did not include verified boathouse deck height measurements. However, that was not considered by the LAC Board. So while I was required to provide measurements with my rendering, the boathouse in question was not required to provide verified measurements. In particular, the decktop height of 15 feet has not been verified by the Town.

There was no decision given at the April 23rd meeting in order for the LAC to visit the site and see the situation firsthand. Then a meeting on May 21st was set for followup discussion on the decktop structure propose. I sent the letter dated May 14th, 2024 to be included in the packet for the May 21st meeting regarding codifying Mr. Pearlman's claim that there "would be no walls or screens"(see below for a copy of that letter). Given that there are various grades of screens, and enclosing this structure create two layers of screens, applying screens to the decktop structure will mean that the entire structure would materially impair the view from anywhere behind it.

To: The LAC Boarding Hearing the Pearlman Boathouse Deck Structure Request Permit # LSP - 2024009. (May 14th, 2024)

I understood Mr Pearlman to say at the April 23, 2024 LAC Board hearing that he would not be adding screens or walls to the proposed structure. As a result, should a permit be granted, I assume that it would formally include that statement in the permit that screens and walls are not to be part of the structure.

Respectfully Requested,

Nancy McNary

After the site visit, at the continued LSA Hearing on May 21st, 2024, the Chairman opened the meeting saying he "wanted to make a comment, we have a very special guest here today, Mr John Biddle.." Mr Biddle was there as the Pearlman's builder, not as a guest, and who for several months has already been working of the Pearlman's boathouse. He was sitting together with Mrs. Pearlman, their architect Mr Wegman, and the Pearlman's attorney. Needless to say, I was totally intimidated with Mr Biddle being identified as a very special guest and it created a situation of obvious bias in favor of the proposed decktop structure at 183 Sunset Cove.

The meeting proceed with the three LSA board members charged with the decktop structure permit decision were recognized, and after limited comments, they all voted in the affirmative to grant the decktop structure permit. They did not provide any explanation for their decision. Therefore, I would like to ask that the Board provide an explanation for their decision. Having served previously on the LAC board for eight years, and we always shared our thinking process with the property owners. We factored in the spirit and intent of the code, recognizing that the board's purpose was to accommodate and compromise with all the property owners, regardless who was the builder. There was no discussion from the board as to why this decision was made and why no consideration was given to my simple accommodation of codifying Mr Pearlman's stated intent.

I come before you tonight to again address the request to codify in the permit Mr Pearlman's statement on "no screens and walls". In addition, I would like to request an explanation of the reasons behind the decision to allow the decktop structure.

Respectfully Requested,

Nancy McNary

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Consider Approval of Concession Agreement with Lodge on Lake Lure

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: C

Department: Parks, Recreation, and Lake

Contact: Dana Bradley, Parks, Rec., and Lake Director

Presenter: Dana Bradley, Parks, Rec., and Lake Director

BRIEF SUMMARY:

The Lodge on Lake Lure would like to begin boat tours. Based on the Lake Use Regulations, a company with any tour boats must enter into a concession agreement with the Town.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the concession agreement with the Lodge on Lake Lure.

ATTACHMENTS:

Draft Concession Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**CONCESSION AGREEMENT FOR
Lodge on Lake Lure**

THIS CONCESSION AGREEMENT, made this the ____ day of _____, 2024 by and between the Parties: THE TOWN OF LAKE LURE, Lake Lure, North Carolina, a Municipal Corporation, hereinafter called "Town"; and the Lodge on Lake Lure, a North Carolina Corporation, 361 Charlotte Drive, Lake Lure, North Carolina, hereinafter called "LOLL;"

WITNESSETH:

WHEREAS, all land covered by the waters of Lake Lure at full pond is owned by the Town of Lake Lure and is held in trust by the Town of Lake Lure for the benefit of the citizens of the Town; and,

WHEREAS, the Lake Lure Town Council created the Lake Lure Marine Commission, authorized by special act of the General Assembly of the State of North Carolina for the purpose of regulating all activities on Lake Lure; and

WHEREAS, the Lake Use Regulations were first adopted by Resolution on March 9, 2004 to govern use of the Lake for the purpose of enhancing the health, safety, and general welfare of the citizens; and,

WHEREAS, through the Lake Use Regulations, the Town allows Firms wishing to rent and operate tour boats on Lake Lure do so, through a Concession Agreement (the "Agreement"); and,

WHEREAS, it is the general intent and purpose of this Concession Agreement to secure the safe, efficient and beneficial operation of tour boats in the best interests of the Town, its residents and guests; and,

WHEREAS, LOLL is extended the privilege of using the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service.

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

1. Use

LOLL agrees to manage, maintain and operate their tour boat operations for the term set forth herein. LOLL shall use the tour boat for no other purpose than the operation of guided tours of Lake Lure in strict conformance with the terms and conditions of this Agreement.

LOLL agrees to manage the operation of the tour boat 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 optimize the facility's economic performance.

2. Facilities

LOLL shall conduct the tour boat operations from the Lodge on Lake Lure area located at 361 Charlotte Dr. Lake Lure, NC.

3. Hours of Operation

LOLL shall, with the approval of the Town, establish its hours of operation and adhere to any regulations regarding operation and wake as set forth in the Lake Use Regulations.

4. Personnel

LOLL agrees to have a sufficient number of trained, qualified staff members and operators on duty for the proper operation of the services. Tour boat operators shall have a current boater safety card issued by North Carolina or a state that complies with NASBLA and/or U.S Coast Guard requirements. All commercial operators shall successfully complete an annual Marine Commission approved boating safety class.

5. Qualifications

LOLL warrants that it has the financial capacity and resources sufficient to provide the operation and maintenance of the operations in compliance with the terms and conditions of this Agreement.

6. Maintenance and Repair

LOLL agrees to keep all boats in good and safe working order and stocked with all necessary safety equipment for staff and passengers. All such Boat operations and equipment shall be operated and maintained in strict accordance with all applicable federal, North Carolina, and Town codes, regulations and requirements, and must be in safe working condition, and provide all necessary safety equipment for vessel and occupants as described in the NC Wildlife Resources Commission Vessel Operators Guide.

The Town shall have the right to enter upon and inspect the Boats at any time during the term of this Agreement. If, as a result of such inspection, the Town determines that any deficiencies exist, the Town shall provide notice to LOLL in writing. LOLL shall commence appropriate corrective work within five (5) business days of the date of such notice. If LOLL 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 terminate this agreement and revoke operating permits with no compensation due.

7. Licenses and Permits

LOLL shall procure, at its own cost and expense, all licenses or permits necessary for the lawful operation of the boats and its business.

If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials, LOLL represents that it and/or its employees, agents, 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.

8. Assumption of Risk

LOLL assumes all risk in the operations 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 lake.

9. Supplies

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

10. Tour Boat Operations

LOLL has the privilege to use the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service. Fees for this privilege are outlined in Section 23 of this Agreement. The monthly payment shall include an activity report and a copy of the daily trip log.

LOLL 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.

LOLL may operate up to one (1) tour boat.

Tour boats shall have a large, clear identification method to facilitate the handling of comments. LOLL will establish and publish a telephone number where comments about the tour boat operation can be reported. LOLL shall respond to any comments within five (5) business days. If a comment is not resolved, then it may be reported to the Lake Operations Director or their designee. LOLL shall maintain a log on all comments and the action/response taken to resolve the comment. In addition, LOLL shall have an answering machine 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. Twilight cruises will operate from approximately 45 minutes before dusk until approximately 30 minutes after sundown. LOLL shall follow the allowances and prohibitions regarding safe operation and wake detailed in the "Lake Use Regulations" which may be amended from time to time. At no time will the maximum capacity permitted by law be exceeded in any boat.

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LOLL 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 Facility. LOLL shall be responsible for the selection, training, certification, licensing, and daily supervision of all staff.

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The health and safety of residents, visitors and employees is of the upmost importance to the

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

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LOLL shall keep records and shall maintain records pertinent to this Agreement in a manner so as to clearly document LOLL's performance. LOLL shall permit the Town or its duly authorized representative to inspect the books and records at any reasonable time during normal business hours after giving LOLL twenty-four (24) hours' notice of the time and day of such inspection. LOLL shall retain and keep accessible all 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.

14. Insurance and Workers' Compensation

LOLL agrees to keep and maintain insurance for the duration of this Agreement, including commercial general 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
Workers' Compensation:	Statutory
Employer's Liability:	\$1,000,000

LOLL 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 LOLL's general liability policy and provide a waiver of subrogation on LOLL's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by LOLL's acts or omissions in connection with LOLL's services performed under this Agreement, LOLL'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, LOLL and LOLL's insurance carrier shall give the Town at least thirty (30) days prior written notice. No work, service or operation shall be performed until LOLL has furnished to the Town the above reference certificates of insurance and associated endorsements, in a form suitable to the Town.

15. Termination of Agreement

The Town has the right to terminate this Agreement for cause during the five (5) year term of this Agreement.

The Town may terminate the Agreement upon LOLL's default of any material duty or obligation of LOLL under the Agreement and LOLL's failure to cure such default within fifteen (15)

calendar days of the Town's written notice to LOLL of such default. If the default is not capable of cure within said fifteen (15) calendar days, LOLL 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 LOLL's schedule of cure, may make a written demand that LOLL 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 LOLL, 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):

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

Termination of the Contract shall not relieve LOLL 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 LOLL from any claim for damages previously accrued or then accruing against LOLL.

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.

16. Modification

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

17. 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.

18. 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.

19. Transfer or Assignment

LOLL will agree not to subcontract, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, LOLL's obligations under the Agreement, or any or all of its privilege, 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 LOLL's ownership, the assignee, transferee, or new owner shall operate the services in a fashion substantially similar to LOLL's operation and in strict conformance with the terms, conditions and requirements of this Agreement.

LOLL 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.

20. Independent Contractor Status

The relationship between LOLL and the Town is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. LOLL 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. LOLL shall be responsible for providing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance for all of its employees. LOLL 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.

21. Responsibilities of LOLL

LOLL shall be properly licensed in North Carolina and skilled in their respective trade. LOLL 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 LOLL's services are performed.

LOLL 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.

22. Term

The Term of this Agreement shall be for a five (5) year term beginning _____, 2024 through _____, 2029.

23. Concession Fees

LOLL shall pay the Town fifteen percent (15%) of monthly gross receipts for the operation of one (1) tour boat. The Town has the right to audit and check all books and records of LOLL relative to boat hours, and gross income for boat tours. The annual fee shall be adjusted based upon the actual average gross income per tour boat. The resulting number shall form the basis for the next subsequent year's franchise fee.

Gross receipts as used in this Agreement shall mean the total amount received by or accruing to LOLL by reason of the privileges granted under 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

Payments to the Town shall be made monthly on or before the 15th of the following month and shall include a monthly report of concession of gross receipts in a form to be agreed to annually by LOLL and the Town. In the event the payment is not received on or before the 15th 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 services subject to concession fees, those fees shall immediately vest in and become owed to the Town, for which LOLL shall be responsible until delivered to the Town as provided in this Agreement.

24. Disputes

All claims, disputes, and other matters in question between LOLL 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 privilege 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 LOLL and Town from mutual agreement to submit claims, disputes, or other matters in question to arbitration, either binding or non-binding, or to mediation.

25. Indemnification

LOLL 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 LOLL or any employee, agent, subcontractor or assign of LOLL. 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 LOLL 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 LOLL, its officers or employees.

26. Waiver of Claims

LOLL waives any and all claims for compensation from the Town for any and all loss or damage sustained by the Towns operation or maintenance activities at the lake, dam or other structures, or for any loss or damage resulting from fire, water, tornado, wind, or storm of any kind, natural disaster, civil commotion, or riot, and LOLL 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.

27. Americans with Disability Act

LOLL shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. LOLL 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 LOLL, its agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

28. 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 LOLL: Managing Director
 Lodge on Lake Lure,
 361 Charlotte Dr.
 Lake Lure, NC, 28746

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.

Any day-to-day service or operational matters, requests, concerns or other communications shall be directed to the Parks, Recreation, and Lake Director.

29. 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.

30. 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 LOLL and the Town.

[Signature Page Follows]

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

(Corporate Seal)

**Lodge on Lake Lure
A North Carolina Corporation,**

By:

ATTEST:

Witness

(Town Seal)

**Town of Lake Lure
A Municipal Corporation**

By: Carol C. Pritchett, Mayor

ATTEST:

Wendy Terry, Deputy Town Clerk

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Consider Approval of Concession Agreement with Lake Life LLC

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Parks, Recreation, and Lake
Contact: Dana Bradley, Parks, Rec., and Lake Director
Presenter: Dana Bradley, Parks, Rec., and Lake Director

BRIEF SUMMARY:

Lake Life LLC would like to begin boat tours. Based on the Lake Use Regulations, a company with any tour boats must enter into a concession agreement with the Town.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the concession agreement with Lake Life LLC.

ATTACHMENTS:

Draft Concession Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**CONCESSION AGREEMENT FOR
Lake Life LLC**

THIS CONCESSION AGREEMENT, made this the ____ day of _____, 2024 by and between the Parties: THE TOWN OF LAKE LURE, Lake Lure, North Carolina, a Municipal Corporation, hereinafter called "Town"; and Lake Life LLC, a North Carolina Corporation, 140 Gentlewinds Lane, Lake Lure, North Carolina, hereinafter called "Lake Life;"

WITNESSETH:

WHEREAS, all land covered by the waters of Lake Lure at full pond is owned by the Town of Lake Lure and is held in trust by the Town of Lake Lure for the benefit of the citizens of the Town; and,

WHEREAS, the Lake Lure Town Council created the Lake Lure Marine Commission, authorized by special act of the General Assembly of the State of North Carolina for the purpose of regulating all activities on Lake Lure; and

WHEREAS, the Lake Use Regulations were first adopted by Resolution on March 9, 2004 to govern use of the Lake for the purpose of enhancing the health, safety, and general welfare of the citizens; and,

WHEREAS, through the Lake Use Regulations, the Town allows Firms wishing to rent and operate tour boats on Lake Lure do so, through a Concession Agreement (the "Agreement"); and,

WHEREAS, it is the general intent and purpose of this Concession Agreement to secure the safe, efficient and beneficial operation of tour boats in the best interests of the Town, its residents and guests; and,

WHEREAS, Lake Life is extended the privilege of using the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service.

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

1. Use

Lake Life agrees to manage, maintain and operate their tour boat operations for the term set forth herein. Lake Life shall use the tour boat for no other purpose than the operation of guided tours of Lake Lure in strict conformance with the terms and conditions of this Agreement.

Lake Life agrees to manage the operation of the tour boat 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 optimize the facility's economic performance.

2. Facilities

Lake Life shall conduct the tour boat operations from the Lakehouse Restaurant mooring located at 1020 Memorial Drive, Lake Lure, NC.

3. Hours of Operation

Lake Life shall, with the approval of the Town, establish its hours of operation and adhere to any regulations regarding operation and wake as set forth in the Lake Use Regulations.

4. Personnel

Lake Life agrees to have a sufficient number of trained, qualified staff members and operators on duty for the proper operation of the services. Tour boat operators shall have a current boater safety card issued by North Carolina or a state that complies with NASBLA and/or U.S Coast Guard requirements. All commercial operators shall successfully complete an annual Marine Commission approved boating safety class.

5. Qualifications

Lake Life warrants that it has the financial capacity and resources sufficient to provide the operation and maintenance of the operations in compliance with the terms and conditions of this Agreement.

6. Maintenance and Repair

Lake Life agrees to keep all boats in good and safe working order and stocked with all necessary safety equipment for staff and passengers. All such Boat operations and equipment shall be operated and maintained in strict accordance with all applicable federal, North Carolina, and Town codes, regulations and requirements, and must be in safe working condition, and provide all necessary safety equipment for vessel and occupants as described in the NC Wildlife Resources Commission Vessel Operators Guide.

The Town shall have the right to enter upon and inspect the Boats at any time during the term of this Agreement. If, as a result of such inspection, the Town determines that any deficiencies exist, the Town shall provide notice to Lake Life in writing. Lake Life shall commence appropriate corrective work within five (5) business days of the date of such notice. If Lake Life 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 terminate this agreement and revoke operating permits with no compensation due.

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If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials, Lake Life represents that it and/or its employees, agents, 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.

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Lake Life assumes all risk in the operations 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 lake.

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- Lake Life fails to fulfill or maintain in a timely and proper manner any obligations, duties, or provisions of or under this Agreement; or
- Lake Life fails to fulfill its material obligations with sufficient diligence to ensure proper services within the term of this Agreement, including any authorized extension; or
- Lake Life fails to comply with all laws, ordinances, rules, or provisions governing this Agreement; or
- Lake Life engages in any illegal conduct or otherwise violates any law, rule, regulation, or judicial order applicable to Lake Life, this Agreement, or Lake Life's operation of the services; or
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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.

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23. Concession Fees

Lake Life shall pay the Town fifteen percent (15%) of monthly gross receipts for the operation of one (1) tour boat. This is an estimate of 15% of the income of this tour boat. The Town has the right to audit and check all books and records of Lake Life relative to boat hours, and gross income for boat tours. The annual fee shall be adjusted based upon the actual average gross income per tour boat. The resulting number shall form the basis for the next subsequent year's franchise fee.

Gross receipts as used in this Agreement shall mean the total amount received by or accruing to Lake Life by reason of the privileges granted under 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

Payments to the Town shall be made monthly on or before the 15th of the following month and shall include a monthly report of concession of gross receipts in a form to be agreed to annually by Lake Life and the Town. In the event the payment is not received on or before the 15th 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 services subject to concession fees, those fees shall immediately vest in and become owed to the Town, for which Lake Life shall be responsible until delivered to the Town as provided in this Agreement.

24. Disputes

All claims, disputes, and other matters in question between Lake Life 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 privilege 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 Lake Life and Town from mutual agreement to submit claims, disputes, or other matters in question to arbitration, either binding or non-binding, or to mediation.

25. Indemnification

Lake Life 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 Lake Life or any employee, agent, subcontractor or assign of Lake Life. 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 Lake Life 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 Lake Life, its officers or employees.

26. Waiver of Claims

Lake Life waives any and all claims for compensation from the Town for any and all loss or damage sustained by the Town's operation or maintenance activities at the lake, dam or other structures, or for any loss or damage resulting from fire, water, tornado, wind, or storm of any kind, natural disaster, civil commotion, or riot, and Lake Life 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.

27. Americans with Disability Act

Lake Life shall comply with the provisions of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated thereunder. Lake Life 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 Lake Life, its agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

28. 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 Lake Life: Managing Director
Lake Life LLC,
140 Gentlewinds Lane
Lake Lure, NC, 28746

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.

Any day-to-day service or operational matters, requests, concerns or other communications shall be directed to the Parks, Recreation, and Lake Director.

29. 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.

30. 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 Lake Life and the Town.

[Signature Page Follows]

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

(Corporate Seal)

**Lake Life LLC
A North Carolina Corporation,**

By:

ATTEST:

Witness

(Town Seal)

**Town of Lake Lure
A Municipal Corporation**

By: Carol C. Pritchett, Mayor

ATTEST:

Wendy Terry, Deputy Town Clerk

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Resolution No. 24-06-11 Amending the Personnel Policy

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town staff has been reviewing options for managing compensatory time. There has been no limit in previous years. Staff is recommending a limit of 120 compensatory hours for public safety and 80 compensatory hours for all other employees. Following this maximum, employees will gain overtime pay. This is a better method to tracking overtime hours and is in line with audit guidelines. All non-exempt employees will be paid out to the maximum compensatory hours specified within Resolution No. 24-06-11.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Resolution No. 24-06-11 Amending the Personnel Policy.

ATTACHMENTS:

Resolution No. 24-06-11 Amending the Personnel Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 24-06-11

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
AMENDING TOWN OF LAKE LURE PERSONNEL POLICY MANUAL**

WHEREAS, the Town of Lake Lure has a Personnel Policy Manual that was adopted November, 2001, and has been subsequently amended; and

WHEREAS, the Personnel Policy Manual shall apply to conditions of employment of the employees of the Town of Lake Lure; and

WHEREAS, there is recommendation to amend Article V (“The Pay Plan”) Section 10 (“Overtime”).

NOW, THEREFORE BE IT RESOLVED, the Town of Lake Lure Personnel Policy Manual be amended a follows:

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

SECTION ONE. Personnel Policy Manual Article V (“The Pay Plan”), Section 10 (“Overtime”) is hereby amended as follows:

Section 10. Overtime

Non-Exempt Employees of the Town can be requested and may be required to work overtime hours as necessitated by the needs of the Town and determined by the Department Head. All overtime hours worked must be authorized by appropriate management or Town officials.

To the extent that local government jurisdictions are so required, the Town shall comply with the Fair Labor Standards Act (FLSA).

The Town Manager, following FLSA regulations, shall determine which positions are “non-exempt” and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions. “Non-exempt” employees will be paid at a straight time rate for hours up to the FLSA established limit for their positions (usually 40 hours in a 7 consecutive day “work period”;

171 hours for police and 212 for fire personnel in a 28 day work period). Hours beyond the FLSA established limit shall be compensated in the appropriate manner outlined below. In determining eligibility for overtime in a work period, only hours actually worked shall be considered. In no event will holidays, vacation, compensatory or sick leave hours be counted toward the total hours for the purpose of overtime compensation.

- (a) Department Heads shall arrange the work schedules of their employees so as to accomplish the required work within the appropriate work periods. Overtime work shall be considered work performed by an employee that exceeds the established work period of the employee. Overtime work must be of an unusual, unscheduled, or emergency nature and be directed or authorized by the Department Head or authorized representative of the Department Head, in writing. Department Heads may require extensive overtime only with the approval of the Town Manager.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the “work period” cannot be granted, overtime worked will be paid at a time-and-one-half rate or taken as compensatory time at a time-and-one-half rate, in accordance with FLSA regulations. Salaried employees in positions with fluctuating work schedules whose salary covers straight time pay for all hours scheduled or required to work, however many or few, may receive half-time pay for any overtime worked.

Employees in positions determined to be “exempt” from FLSA (as Executive, Administrative, or Professional staff) will not receive pay for hours worked in excess of their normal work periods. These employees may be granted occasional unofficial compensatory leave where the convenience of the Town operation allows.

- (b) The following work periods shall be established for the purpose of calculating overtime earned:
 - (1) Law enforcement personnel and Firefighting personnel shall be assigned to a 28-day work period with a maximum of 171 work hours (Average of 42 hours per week) for Law Enforcement and 212 work hours (Average of 53 hours per week) for Firefighting personnel before accruing overtime.
 - (2) All other non-exempt town employees shall be assigned to a 7 consecutive day work period with a maximum of 40 work hours before earning overtime or accruing Compensatory Time.

- (c) Non-Exempt Employees required to work hours over the maximum allowed in the assigned work period shall be compensated for such overtime hours worked subject to the following provisions:
- (1) The maximum compensatory time that may be accrued by any non-exempt employee shall be ~~480~~ 120 ~~(320 overtime hours worked)~~ for public safety and ~~240~~ 80 ~~(160 overtime hours worked)~~ hours in all other Town positions. Employees are required to take accrued compensatory time before using accrued vacation and/or sick leave. ~~Any unused compensatory time at June 30th of each year will be paid to the employee at the employee's current hourly rate of pay. Notwithstanding anything to the contrary herein, the Personnel Policy shall conform to the FLSA (Fair Labor Standards Act).~~
 - (2) ~~Department Heads may, with prior approval of the Town Manager, pay employees for overtime work when it is not feasible to permit their absence for the purpose of taking compensatory time off. Any additional hours accrued exceeding the compensatory time limits shall be paid in overtime as specified within this section.~~
 - (3) An employee whose employment is terminated shall receive pay for all compensatory time accrued but not taken.
- (d) Supervisors shall be responsible for maintaining appropriate and accurate records detailing hours worked each day and total hours worked each work period. All time-records must be signed by the supervisor and delivered to the Human Resources Director no later than ~~9:30~~ 8:00 a.m. on ~~Tuesday~~ Monday immediately preceding payday.

SECTION TWO. All compensatory hours exceeding 120 hours for public safety and 80 hours for all employees accrued as of June 30, 2024 shall be paid out to the specified amount of maximum compensatory hours.

SECTION THREE. This resolution shall be effective upon adoption.

READ, APPROVED AND ADOPTED this the _____ day of _____, 2024.

ATTEST:

Elba Willette, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Consider Approval of Lake Advisory Board Recommendation regarding Navigation Safety and Lake Conformance related to 429/441 Tryon Bay Circle

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Administration
Contact: Kathie Hatfield, Lake Advisory Board Chair
Presenter: Kathie Hatfield, Lake Advisory Board Chair

BRIEF SUMMARY:

During the March 27, 2024 regular work session and action meeting of the Lake Lure Town Council, the members of the Council passed a motion to adopt a requirement for a navigational safety and lake conformance review by the Lake Advisory Board (LAB) and the Community Development Department in advance of the non-conforming structures at 429/441 Tryon Bay Circle. At the April 8th meeting of the Lake Advisory Board, Community Development Director, Michael Williams, made a presentation regarding the current status of the development of the property at 429/441 Tryon Bay Circle to include the initial proposal for construction of lake structure(s) at the same location. The Board was given the opportunity to view the architectural drawings and aerial photographs of both the lot(s) and the adjacent bridge/waterway. After further review and assessment from the LAB, it was recommended that in order to protect swimmers, curb additional congestion and allow and maintain safe access for water vessels under the bridge and into and out of Tryon Bay, any lake structure constructed at 429/441 Tryon Bay Circle should not be permitted to extend more than 15' out from the current seawall.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Lake Advisory Board recommendation regarding Navigation Safety and Lake Conformance related to 429/441 Tryon Bay Circle

ATTACHMENTS:

Memo from Lake Advisory Board Chair

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

During the March 27, 2024 regular work session and action meeting of the Lake Lure Town Council, the members of the Council passed a motion to adopt a requirement for a navigational safety and lake conformance review by the Lake Advisory Board (LAB) and the Community Development Department in advance of the non-conforming structures at 429/441 Tryon Bay Circle.

At the April 8th meeting of the Lake Advisory Board, Community Development Director, Michael Williams, made a presentation regarding the current status of the development of the property at 429/441 Tryon Bay Circle to include the initial proposal for construction of lake structure(s) at the same location. The Board was given the opportunity to view the architectural drawings and aerial photographs of both the lot(s) and the adjacent bridge/waterway.

Approximately 15 Tryon Bay Circle residents also attended the April LAB meeting and three spoke during the Public Comment segment. The residents wished to express their concerns regarding congestion and safety issues that might be caused by construction of lake structures in that area.

On May 8th, all members of the Lake Advisory Board plus Commissioner DiOrio and P,R&L Directors Givins and Bradley surveyed the area in question by boat. Further discussion ensued during the tabletop portion of the meeting later that afternoon.

It was noted that while the span of the bridge is 110 feet, a structure that extends 30 feet out from the seawall at 429/441 Tryon Bay Circle would nearly reach the apex of the internal arch. Water vessel traffic of any kind in the already high-density area would have to navigate around that structure plus any vessel that may be entering or exiting from it. Further, all waterborne activity would be more concentrated to the north of the bay entrance near the residence/lake structure at 105 Tryon Bay Circle where people could be swimming.

The Board also took into consideration that an average pontoon boat is 10' tall from the waterline to the anchor light. This clearance is only achieved at 15' out from the inside arch of the bridge. Due to the curvature of that arch, a pontoon boat entering Tryon Bay would be constrained to the middle of the channel and movement would be highly restricted. We have found that the arch of the bridge is what confines the space and is the determining factor in deciding at what point an additional structure in that area becomes a hazard to navigation and swimmer safety.

It is, therefore, the recommendation of the Lake Advisory Board that in order to protect swimmers, curb additional congestion and allow and maintain safe access for water vessels under the bridge and into and out of Tryon Bay, any lake structure constructed at 429/441 Tryon Bay Circle should not be permitted to extend more than 15' out from the current seawall.

This recommendation was finalized and approved by the members of the Lake Advisory Board at their June 3, 2024 meeting.

Kathleen M. Hatfield

Chair, TOLL Lake Advisory Board

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: June 11, 2024**

SUBJECT: Request to Appeal Notice of Violation (NOV-2024016)

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: G

Department: Community Development

Contact: Richard Carpenter, Dev. and Environ. Review Specialist

Presenter: Richard Carpenter, Dev. and Environ. Review Specialist

BRIEF SUMMARY:

Development and Environmental Review Specialist Richard Carpenter issued a notice of violation (NOV-2024016) on April 10th for plan deviation without revision, and unstable slopes. The property owner has requested to appeal the citation fine related to NOV-2024016.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve/deny the request appeal Notice of Violation (NOV-2024016).

ATTACHMENTS:

NOV-2024016

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff issued daily citations in the amount of \$5,000 from 4/20/24 – 4/24/24. State statutes governing erosion control capped the total amount of citations for first time offenders at \$25,000. During the April 24th council work session, the applicant requested relief from these citations. Presently, the site is not ready for final inspection & completion.



NOTICE OF VIOLATION

Date of Issue: April 10, 2024

429 TRYON BAY PLLC
2026 GREENWAY AVENUE
CHARLOTTE, NC 28204

DEESE, DEWAYNE
2026 GREENWAY AVE
CHARLOTTE, NC 28204

Re: Violation Number: NOV-2024016
Property Address: 429 & 441 Tryon Bay Circle
Property Tax ID Number: 1653095 & 1653096

This Notice of Violation is issued for having at the above-described property conditions that are in violation of the following sections of the Town of Lake Lure Zoning Regulations:

- a. Sec. 22-22(c). Plan approval requirement for land disturbing activity. No person shall undertake any land disturbing activity subject to this article without first obtaining a plan approval therefor from the town.
- b. Sec. 22-22 (d). Protection of property. Persons conducting land disturbing activity shall take all reasonable measures to protect all public and private property from damage caused by such activity.
- c. Sec. 22-23 (14). Required revisions. After approving a plan, if the erosion control officer, either upon review of such plan or on inspection of the job site, determines that a significant risk of accelerated erosion or off-site sedimentation exists, the erosion control officer shall require a revised plan. Pending the preparation of the revised plan, work shall cease or shall continue under conditions outlined by the erosion control officer. If following commencement of a land disturbing activity pursuant to an approved plan, the erosion control officer determines that the plan is inadequate to meet the requirements of this section, the erosion control officer may require any revision of the plan that is necessary to comply with this section.
- d. Sec. 22-23 (16). Failure to file a plan. Any person engaged in land disturbing activity who fails to file a plan in accordance with this article, or who conducts a land disturbing activity except in accordance with provisions of an approved plan shall be deemed in violation of this article.
- e. Sec. 22-25 (2). Graded slopes and fills. The angle for graded slopes and fills shall be no greater than the angle which can be retained by vegetative cover or other adequate erosion control devices or structures. In any event, slopes left exposed will be planted or otherwise provided with ground cover, devices, or structures sufficient to restrain erosion upon completion of any phase of grading, within 21 calendar days. The angle for graded slopes must be demonstrated as stable.

The violations were observed or existed on or before April 8, 2024.

You are hereby ordered to cease the violations and take action to bring the property into compliance within **nine (9) days after the date of delivery of this notice. NOV sent on 04/10/24 to satisfy delivery requirements. The nine (9) day deadline will expire on **4/19/24**.**

The measures necessary to correct the violations are:

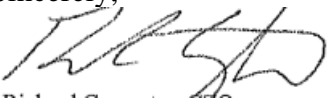
- Submit plan revisions for the deviations that have occurred.
- Stabilize the cut slope along Tryon Bay Circle. Unless otherwise approved, this will require restoring the roadway. Geotechnical report will be required.
- Pass inspection upon completion.

Failure to comply with this notice may also result in the Town taking action to have the conditions abated and the resulting costs being placed as a lien against the property. The Town may take other action as permitted by law, which may result in additional costs and/or attorney fees.

You may appeal this Notice of Violation to the Town Council within (30) days of the date of this notice. The request for an appeal must be in writing, on a form obtainable from the Town, and must state the specific nature of the appeal.

Please remember that this is an official notice, and your immediate attention to this matter is required. Thank you for your prompt attention to this matter. If you have any questions, you may contact me at (828)625-9983 ext. 107.

Sincerely,



Richard Carpenter, CZO
Development and Environmental Review Specialist



**Pursuant to the Lake Lure Zoning Regulations § 92.998(B)
and NC GS 160A-421,
you are hereby ordered to**

STOP WORK

On :

Address: 441 Tryon Bay & 429 Tryon Bay

Type of Work: Land Disturbance

REASON FOR THIS ORDER:

- Deviation from approved plans.

ATTENTION:

Property owners, all contractors, subcontractors, jobbers, vendors, and related personnel, and/or other workers or employees associated with this project. TAKE NOTICE THAT YOU ARE HEREBY ORDERED TO:

STOP WORK

on this project, until the following conditions are met:

- 1) Obtain any required approval & engineering to complete work.**
- 2) Pass final inspection**

ORDERED TODAY'S DATE: 04/10/2024

Signature:

Name: Rick Carpenter

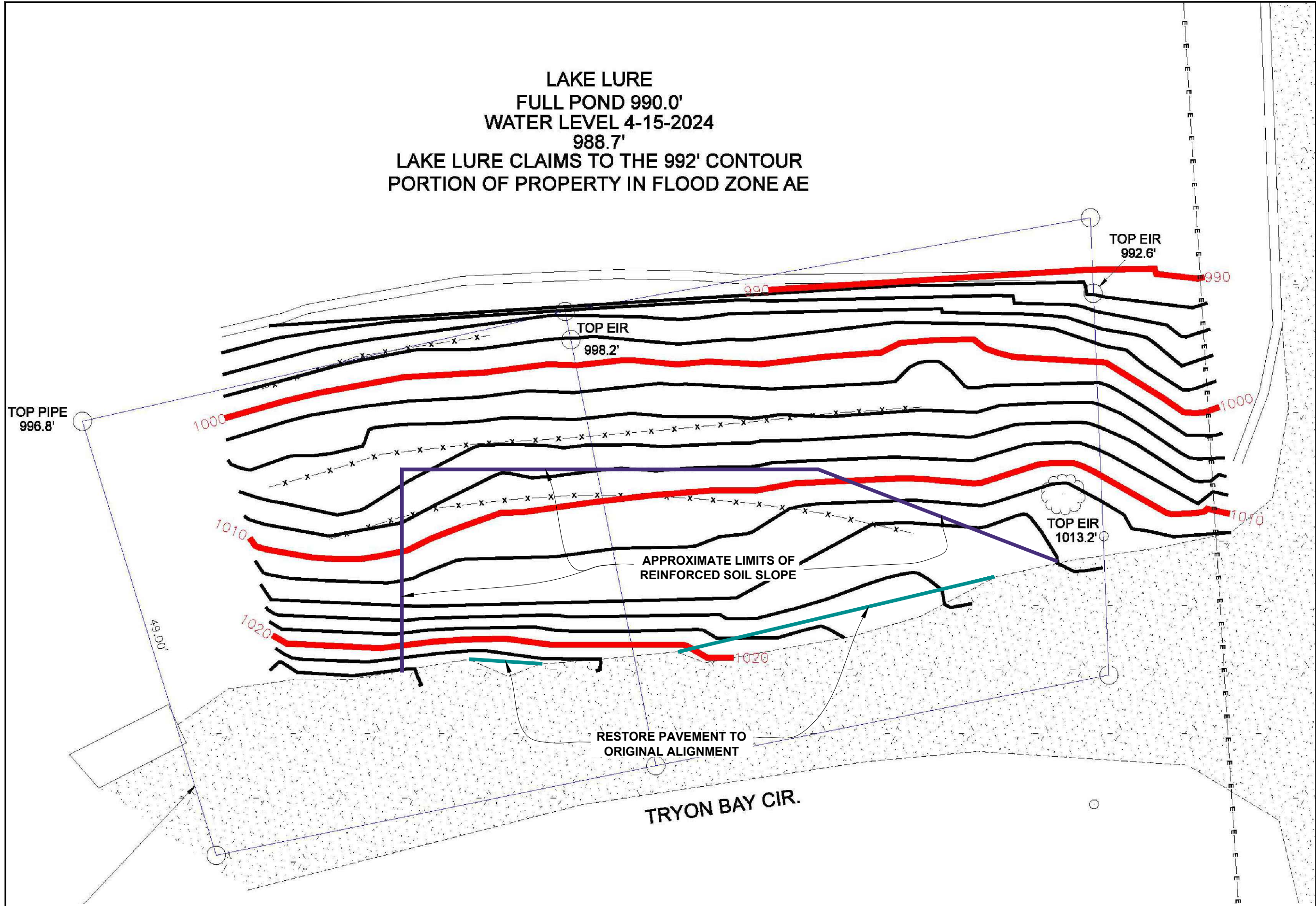
Community Development Department

Town of Lake Lure

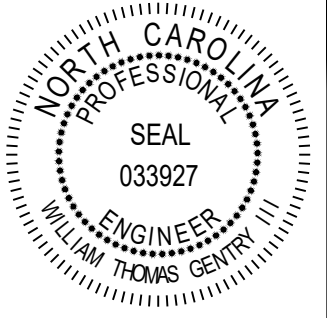
828-625-9983 X107 & 117

LAKE LURE
 FULL POND 990.0'
 WATER LEVEL 4-15-2024
 988.7'

LAKE LURE CLAIMS TO THE 992' CONTOUR
 PORTION OF PROPERTY IN FLOOD ZONE AE



GENTRY
 geotechnical engineering
 819 Haywood Road
 Asheville, NC 28806
 Ph: 828.232.8932
 admin@gentrygeotech.com
 www.gentrygeotech.com



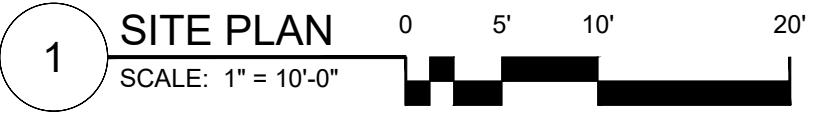
NC FIRM LIC No: P-1170
 DATE: 16 APR 2024
 DRAWN BY: MAR
 DESIGNED BY: WTG
 APPROVED BY: WTG

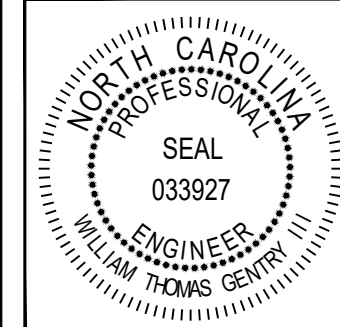
REINFORCED SOIL SLOPE (RSS)
 AT 429 & 441 TRYON BAY CIRCLE
 LAKE LURE, NORTH CAROLINA
 FOR DWAYNE DEESE
 2026 GREENWAY AVENUE
 CHARLOTTE, NORTH CAROLINA
 PROJECT No: 24G - 0154 - 01

SHEET CONTENTS
 • SITE PLAN

SCALE: 1" = 10'-0"

SHEET No.
1.02





NC FIRM LIC No: P-1170

DATE: 16 APR 2024

DRAWN BY: MAR

REVIEWED BY: WTG

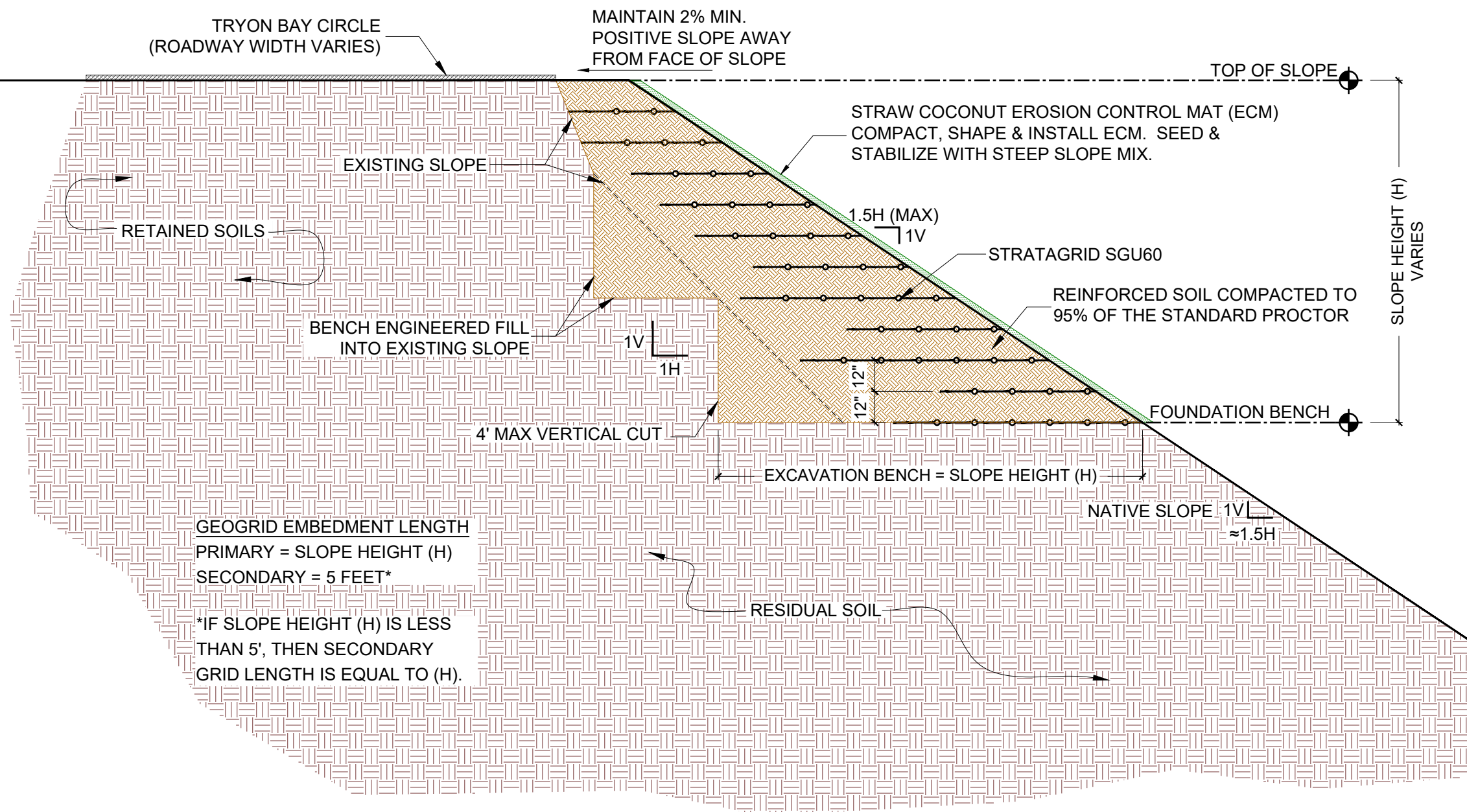
APPROVED BY: WTG

REINFORCED SOIL SLOPE (RSS)
AT
429 & 441 TRYON BAY CIRCLE
LAKE LURE, NORTH CAROLINA
FOR
DWAYNE DEESE
2026 GREENWAY AVENUE
CHARLOTTE, NORTH CAROLINA
PROJECT No: **24G - 0154 - 01**

SHEET CONTENTS
• SLOPE REPAIR SECTION

SCALE: 1/4" = 1'-0"

SHEET No.
1.03



GEOGRID EMBEDMENT LENGTH
PRIMARY = SLOPE HEIGHT (H)
SECONDARY = 5 FEET*
*IF SLOPE HEIGHT (H) IS LESS THAN 5', THEN SECONDARY GRID LENGTH IS EQUAL TO (H).

1 SLOPE REPAIR SECTION
SCALE: 1/4" = 1'-0"

XI

CLOSED SESSION

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

XII
ADJOURNMENT