

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, December 12, 2023
5:00 p.m.



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

TOWN OF LAKE LURE

Town Council Regular Meeting

Tuesday, December 12, 2023 - 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 October's Work Session and Action Meeting
 - Approval of Annual Addendum to County Service District Contract

V. Public Hearing

- A. Ordinance No 23-12-12 Amending the Town of Lake Lure Code of Ordinances, Chapter 36 ("Zoning"), Associated with Alcohol Regulations – *Page 23*
 - i. Staff Report
 - ii. Public Hearing
 - iii. Council Deliberation
 - iv. Consideration of Adoption of Ordinance No. 23-12-12

VI. Council Liaison Reports and Comments

VII. Presentations

- A. Annual Board Reports

VIII. Public Comment

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

IX. Consent Agenda

- A. Approval of the November 14, 2023 Regular Town Council Meeting Minutes and the November 29, 2023 Town Council Work Session and Action Meeting Minutes – *Page 31*
- B. Approval of Budget Amendment #360 for Town Hall and Community Development Internships – *Page 57*
- C. Adoption of 2024 Town Council Meeting Schedule – *Page 59*
- D. Adoption of 2024 Budget Calendar – *Page 61*
- E. Amendment of the 2023 Town Council Meeting Schedule to Correct the Date of the December Work Session and Action Meeting – *Page 63*
- F. Budget Amendment #361 for Procore Project Management Software – *Page 65*

X. Unfinished Business

- A. Consideration of Proposals for the Lease of the 2654 Memorial Highway (Former ABC Store Property) – *Page 68*
- B. Ordinance No. 23-12-12A Amending Code of Ordinances Chapter 4 (“Animals”) to Allow Chickens – *Page 75*

XI. New Business

- A. Approval of Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections – *Page 80*
- B. Approval LaBella Task 17 for Water System Consolidation – *Page 93*
- C. Approval of Ruby-Collins Agreement Amendment 03 – *Page 97*
- D. Ordinance No. 23-12-12B Establishing a Capital Reserve Fund for Sewer – *Page 100*
- E. Budget Amendment #362 for Capital Reserve Fund for Sewer – *Page 103*
- F. Budget Amendment #363 for Public Safety Radios – *Page 105*
- G. Discuss Lead Service Line Loan Application – *Page 107*

XII. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report November 2023

Below are the November 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:

- Cover for Step Screen at the WWTP has been constructed and installed.
- Water Leak at 151 Anglers Way Rd has been repaired.
- Flow through the Lift Station was monitored during Sanitary Valve Installation. All went well and the new valve is installed.
- Assisted Morgan Group with vac truck and excavator in 2 locations to locate a portion of sewer line on the Dam Road. The location of pipe was found to be between one to two feet into the paved road.
- The Water Tower Tank grounds have undergone maintenance. Inside the fence and up to 10' outside the fence has been mowed and trees removed.
- Public Works has installed the Snowflakes on the power poles throughout Town for the Holidays.
- Christmas Trees have been put up in Town Hall by Public Works.
- “No Outlet” Sign has been ordered and installed at the beginning of Proctor Rd, per Resident Request, due to misplaced traffic.
- Conex Box at Public Works shop has been cleaned out and pressure washed for Ruby Collins to utilize during Sewer Project work during the upcoming drawdown.

Community Development – Director Williams reports another active month for community development. The department issued 31 permits for the month of November as compared to 35 permits in October and performed numerous follow-ups. This includes 12 Zoning, 1 Lake Structure, 1 Land Disturbance Permit, and 1 Vacation Rental Operators.

Top accomplishments/project updates:

- Z&P Board reviewed the Flowering Bridge’s plans for an educational center based on the Town’s architectural design standards. Board made a recommendation to the Board of Adjustments that the building plans do meet the design compatibility requirements.
- BOA reviewed, and approved, two variance requests for setback adjustments, including one that was approved for part/not entire request. Also began review process of Flowering Bridge Special Use Permit (continued to next month to allow applicant to submit additional required documentation).
- LSAB reviewed a permit for an applicant’s with a non-conforming lot to add a covered lake structure. Per ordinance, required board’s determination that structure would not substantially obstruct any neighbor’s views of the lake.
- Continued working with AT&T/Tillman Construction on cell tower project. Construction is moving toward late 1st quarter 2024.
- Successfully went before NCDEQ State Commission, following 6 month as provisional local program, for decision on being awarded fully certified status as a local program enforcing Erosion and Sedimentation Control Program in Lake Lure. We (Rick, Kimberly and I) have learned a lot and are proud of our program!

Fire / Emergency Management –It was still a busy month in November. The department responded to **39** fire/medical/rescue calls throughout the month. Firefighters completed **196** Hours of Training this month.

- Foam demo and training at Mountain Home Fire Department. Risk Management team meeting at LLCA. PQRM meeting at Rutherford Regional Hospital. Stand-by at the LLCA basketball game.
- Mutual Aid to Henderson County Fire. Fire Alarm call @ Chimney Rock State Park. Engine 2510 to the shop for Repairs.
- Smoke Report Resort Ln. debriefing for the Chimney Rock State Park staff. Assist Polk County with water rescue and patient carryout.
- Woods/Brush Fire Chimney Rock State Park. Fire Alarm @ Riverwatch restaurant.

Police – The month of November, as history has it is a slower month. Officers still remain vigilant.

Lake Patrol Hours: 1.50

Top accomplishments:

- Officers had calls this month ranging from a car chase with a pretty fast Corvette coming into the downtown area, to an altercation at a local bar where two very intoxicated individuals were “fussing”. Officers arrived and found the male subject armed. Our Officer was forced to pull his weapon out in the moment where the male reached for his pistol. Our officer was able to de-escalate the scene and the male was taken to jail.
- Two officers, Corporal Aaron Collins and Reserve Officer Tommy Lytle were able to assist as Color Guard during the Lake Lure Veterans Day Ceremony.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department.

1. Continued training new AmeriCorps member 2. Installed holiday lights 3. Worked on Commercial Boat Model 4. Boat permit sales 5. Water fountain repair/replacement 6. Dittmer-Watts Nature Trails trail boss walked the trails and reported issues – 1 volunteer; 3 volunteer hours 7. Buffalo Creek Park trail boss walked the trail and reported issues – 1 volunteer; 4 volunteer hours 8. Weed Patch Mountain trail boss walked trail and reported issues – 1 volunteer; 7 volunteer hours 9. Staff cleared several large trees from the Weed Patch Mountain trail and emergency accesses on 11/4 10. Volunteers cleared small trees from Weed Patch Mountain on 11/11 – 3 volunteers; 21 volunteer hours 11. Organized a Buffalo Creek Park workday on 11/30 to repair eroded areas –3 volunteers; 21 volunteer hours 12. Carolina Climbers Coalition volunteers checked the Upper Boulders Trail and removed fallen trees and debris – 10 volunteers; 60 volunteer hours 13. Staff removed fallen trees from Dittmer-Watts Nature Trails on 11/6 14. Organized a Dittmer-Watts Nature Trail workday on 11/9 to trim overgrowth–3 volunteers; 9 volunteer hours 2 15. Planned upcoming trail maintenance days and recruited volunteers to help 16. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage 17. Utilized volunteers to collect water samples – 2 volunteers; 15 volunteer hours – 2 volunteers; 20 volunteer hours

Three notable projects/activities updates:

- Utilized a total of **140 volunteer hours, valued at \$2,800**
- Installed holiday lights
- Completed the 2024 Commercial Boat Model

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.

- 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 continued to sustain its strong financial position with an unreconciled bank balance of approximately \$10,510,605 for all funds other than special revenue funds (the Dam Fund) which still holds a balance of \$ 16,500,000 as well as *accumulated interest of \$377,715* for a total balance of \$16,877,715.
- FY 23 audit procedures continue and a comparable amount of detail and review as in prior years is continuing.
- Dredging costs have been submitted for reimbursement for the calendar year under the Town's current grant.

Communications – Communications Director Krejci continues her community outreach along with progress in all areas. There were 26 news articles published on the town's website and were sent to 2,076 by hyperlink. There were 10,000 website users in November 2023 compared to 7,792 website users in November of 2022. I updated the Town of Lake Lure profile on 11/1/23 so data should become available again at the end of this month. The Town of Lake Lure has 20,592 followers on Facebook as of November 2023, representing an 8% increase (+1,093) over

November of 2022. Lake Lure continues to wait for the State Dam Safety Office to provide it with a grant contract for Initial Field Investigations. The amount of the grant award is \$425,921.

Top Highlights:

- Meaningful Veterans Day Program with over 100 in attendance.
- Planned Lighting Up Lake Lure event, which was well received by the Community.
- Maintaining consistently high visibility and reach on social media and the website with a 28% increase in website users over the same period in November 2022 and 467 new followers in the last month.

Manager / Clerk / Admin Summary

October was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. We continue to work with Ruby Collins and Labella Engineering on the new sewer system and planning. In addition, the installation of the Dam valves continues to be underway and making progress.

Highlights:

- Continued reviews of updated proposals received for the Lease and reuse of the Old ABC Store Property. Effectively, the Town is narrowed to 2 potential proposal opportunities at the present time to choose from.
- Conducted meeting #1 with Architects on the Fire Department Space Needs Study.
- In the process of finalizing the water system management agreement with Chimney Rock. This looks like it's going to be extended through the end of June, 2024 for better cost estimation for the contract year beginning July 1st, 2024.
- Began the implementation of fleet maintenance townwide with Enterprise Fleet Services. We conducted our second orientation meeting with Staff and had training for website use. Full implementation is expected to begin in December.
- Conducted review of LaBella's WWTP Master Plan Study. Presentation to Council is expected in January's Council Work Session.

10 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	791.10	10,000.00	9,208.90	8 %
Account Group Total:	0.00	791.10	10,000.00	9,208.90	8 %
311000 Ad Valorem Taxes-2000					
311190 AD VALOREM TAXES-2019	0.00	914.02	0.00	-914.02	** %
311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
311213 Ad Valorem Taxes-2023	0.00	4,176.13	0.00	-4,176.13	** %
311214 Ad Valorem Taxes DV5-dam capital	0.00	2,376.39	0.00	-2,376.39	** %
311220 AD VALOREM TAX 2022 -	0.00	0.00	4,492,754.00	4,492,754.00	0 %
Account Group Total:	0.00	7,466.54	4,542,754.00	4,535,287.46	0 %
312000 Ad Valorem-Veh-2000					
312021 AD VALOREM VEH TAXES-2021	0.00	0.00	20,000.00	20,000.00	0 %
312022 Ad Valorem Vehicle Tax 2022	0.00	0.00	93,850.00	93,850.00	0 %
312024 ad valorem veh taxes dv5 2023	0.00	8,545.36	0.00	-8,545.36	** %
Account Group Total:	0.00	8,545.36	113,850.00	105,304.64	8 %
332000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgs	31.50	129.50	550.00	420.50	24 %
332400 Utilities Franchise Tax	0.00	0.00	201,195.00	201,195.00	0 %
332600 Powell Bill - Tax on Gas	0.00	0.00	76,600.00	76,600.00	0 %
332930 State Shared Sales Tax	0.00	373,714.93	1,760,000.00	1,386,285.07	21 %
332933 Solid Waste Disposal Tax	0.00	275.55	780.00	504.45	35 %
332942 Video Programming Tax	0.00	0.00	15,975.00	15,975.00	0 %
332991 NC DEQ Dredging Grant	0.00	0.00	800,000.00	800,000.00	0 %
Account Group Total:	31.50	374,119.98	2,860,050.00	2,485,930.02	13 %
347000 LAND USE FEES					
347100 Zoning Permits	7,070.00	38,400.00	40,000.00	1,600.00	96 %
347200 Land Disturbance Permit	0.00	800.00	6,600.00	5,800.00	12 %
347300 Sign Permit	0.00	0.00	500.00	500.00	0 %
347500 Vacation Rental Fees	300.00	2,400.00	10,000.00	7,600.00	24 %
347600 Lake Structure Permit/LSA	-1,500.00	-3,040.00	9,255.00	12,295.00	-33 %
347800 Fire Inspection	0.00	40.00	50.00	10.00	80 %
347900 Fines/Penalties - Land Use	0.00	500.00	850.00	350.00	59 %
Account Group Total:	5,870.00	39,100.00	67,255.00	28,155.00	58 %
361000 LAKE					
361201 Lake Lure Tours	0.00	73,167.13	60,000.00	-13,167.13	122 %
361202 Lake Fines	145.00	8,250.00	300.00	-7,950.00	** %
361203 Lake Comm License Fees	550.00	9,240.00	15,000.00	5,760.00	62 %
361204 Boat Permits	60.00	65,178.14	675,000.00	609,821.86	10 %
361205 RBR CONCESSIONS	0.00	0.00	25,000.00	25,000.00	0 %
361207 Cluster Mooring Fees	0.00	0.00	24,000.00	24,000.00	0 %
Account Group Total:	755.00	155,835.27	799,300.00	643,464.73	19 %
363000 BEACH					
363801 Beach-Admission Fee-Adult	0.00	34,770.88	65,000.00	30,229.12	53 %
363804 Beach-Concessions	0.00	2,786.17	10,000.00	7,213.83	28 %

10 GENERAL FUND

Account	Account Group Total:	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
364000 MARINA						
364902 Marina-Open Slip Rental	8,100.00	11,950.00	37,557.05	310,000.00	298,050.00	4 %
364905 Marina-Concessions	0.00	6,724.86		18,500.00	11,775.14	36 %
364908 Marina-Rentals	0.00	15,795.00		50,000.00	34,205.00	32 %
Account Group Total:	8,100.00	34,469.86	37,557.05	378,500.00	344,030.14	9 %
383000 MISCELLANEOUS REVENUES						
383100 Interest Earned on Investments	0.00	803.73		4,000.00	3,196.27	20 %
383200 Beer and Wine Permits	0.00	0.00		1,000.00	1,000.00	0 %
383321 Fire-Rural Fire Protection	0.00	2,045.42		8,592.00	6,546.58	24 %
383430 Community Center Rental	0.00	-850.00		250.00	1,100.00	*** %
383440 Pavilion/Gazebo Rental	0.00	4,600.00		3,500.00	-1,100.00	131 %
383450 Meadows Rental	0.00	970.00		250.00	-720.00	388 %
383460 Water Tank Rental	0.00	1,060.90		0.00	-1,060.90	** %
383500 Sale of Assets	0.00	826.00		3,500.00	2,674.00	24 %
383600 Golf Cart Permit	0.00	60.00		200.00	140.00	30 %
383700 LLABC-Distribution for Law Enforcement	500.00	500.00		750.00	250.00	67 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00		1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	0.00	402.00		20,000.00	19,598.00	2 %
383900 Misc Revenue	0.00	152.00		1,200.00	1,048.00	13 %
383903 Town Promotional Materials	0.00	0.00		500.00	500.00	0 %
383910 Copies	0.00	18.00		500.00	482.00	4 %
383930 Recycling Collections	0.00	16,923.46		15,250.00	-1,673.46	111 %
Account Group Total:	500.00	27,511.51	27,511.51	60,742.00	33,230.49	45 %
398000 TRANSFERS						
398502 Installment Agreement Proceeds	0.00	0.00		385,000.00	385,000.00	0 %
398604 Transfer from Fund Balance	0.00	0.00		219,014.00	219,014.00	0 %
Account Group Total:	0.00	0.00	0.00	604,014.00	604,014.00	0 %
Fund Total:	15,256.50	685,396.67	9,511,465.00	8,826,068.33	7 %	

21 Capital Reserve Fund

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

53 WATER AND SEWER FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
371000					
371105 Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300 Charges for Water	-36.50	121,686.60	330,000.00	208,313.40	37 %
371400 Charges for Sewer	0.00	416,022.22	1,275,000.00	858,977.78	33 %
371500 Taps and Connect-Water	1,155.00	3,465.00	5,000.00	1,535.00	69 %
371600 Taps and Connect-Sewer	0.00	2,310.00	5,000.00	2,690.00	46 %
371700 Transfer Fee-Water/Sewer	0.00	300.00	1,000.00	700.00	30 %
371800 W/S - Penalty and Interest	0.00	8,375.00	6,000.00	-2,375.00	140 %
371900 W/S - Misc	0.00	159.84	0.00	-159.84	** %
Account Group Total:	1,118.50	552,318.66	1,637,000.00	1,084,681.34	34 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	1,000.00	1,000.00	0 %
383460 Water Tank Rental	0.00	1,060.90	12,360.00	11,299.10	9 %
Account Group Total:	0.00	1,060.90	13,360.00	12,299.10	8 %
Fund Total:	1,118.50	553,379.56	1,650,360.00	1,096,980.44	34 %

56 ELECTRIC FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
372000					
372300 Charges for Utilities-Electric	0.00	76,034.88	300,000.00	223,965.12	25 %
Account Group Total:	0.00	76,034.88	300,000.00	223,965.12	25 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	150.00	150.00	0 %
Account Group Total:	0.00	0.00	150.00	150.00	0 %
Fund Total:	0.00	76,034.88	300,150.00	224,115.12	25 %

75 CHIMNEY ROCK WATER FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
371000					
371300 Charges for Water	0.00	29,543.77	0.00	-29,543.77	** %
371800 W/S - Penalty and Interest	0.00	1,850.00	0.00	-1,850.00	** %
Account Group Total:	0.00	31,393.77	0.00	-31,393.77	** %
Fund Total:	0.00	31,393.77	0.00	-31,393.77	** %
Grand Total:	16,375.00	1,346,204.88	13,061,975.00	11,715,770.12	10 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10	GENERAL FUND						
411000	COMMISSION						
411000	COMMISSION						
	102 Salaries-Part Time	1,100.00	5,500.00	13,200.00	13,200.00	7,700.00	42 %
	109 FICA	84.15	420.75	1,100.00	1,100.00	679.25	38 %
	214 Supplies-Dept	0.00	0.00	6,000.00	6,000.00	5,800.00	3 %
	215 Supplies-Materials	1,574.80	5,574.95	20,000.00	20,000.00	14,425.05	28 %
	310 Travel and Transportation	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	Account Total:	2,732.15	11,695.70	43,800.00	43,800.00	32,104.30	27 %
	Account Group Total:	2,732.15	11,695.70	43,800.00	43,800.00	32,104.30	27 %
413000	ADMINISTRATION						
413000	ADMINISTRATION						
	100 SALARIES	36,329.02	183,258.86	498,000.00	498,000.00	314,741.14	37 %
	102 Salaries-Part Time	0.00	181.13	0.00	0.00	-181.13	*** %
	103 Professional Services	2,125.00	13,930.15	65,000.00	65,000.00	51,069.85	21 %
	109 FICA	2,863.16	13,969.28	38,500.00	38,500.00	24,530.72	36 %
	110 Retirement	6,898.88	34,486.79	91,000.00	91,000.00	56,513.21	38 %
	111 Group Insurance	3,475.79	18,359.32	67,000.00	67,000.00	48,640.68	27 %
	120 401 (K) Contribution	665.90	3,343.10	25,500.00	25,500.00	22,156.90	13 %
	180 Legal Services	2,511.60	15,009.30	55,000.00	55,000.00	39,990.70	27 %
	182 PROPERTY JUDGEMENT SETTLEMENT	0.00	26.00	0.00	0.00	-26.00	*** %
	190 Engineering Services	0.00	1,000.00	30,000.00	30,000.00	29,000.00	3 %
	214 Supplies-Dept	126.20	4,446.41	9,000.00	9,000.00	4,553.59	49 %
	215 Supplies-Materials	71.96	172.41	3,000.00	3,000.00	2,827.59	6 %
	310 Travel and Transportation	145.02	741.73	9,500.00	9,500.00	8,758.27	8 %
	320 Postage	0.00	4,567.58	5,000.00	5,000.00	432.42	91 %
	322 Printing	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	324 Dues and Subscriptions	0.00	7,029.97	8,500.00	8,500.00	1,470.03	83 %
	330 Utilities	0.00	6,538.82	30,000.00	30,000.00	23,461.18	22 %
	350 Repairs and Maint-Buildings	0.00	8,779.99	50,000.00	50,000.00	41,220.01	18 %
	353 Repairs and Maint-Equipment	0.00	150.84	8,000.00	8,000.00	7,849.16	2 %
	370 Advertising	0.00	386.42	3,500.00	3,500.00	3,113.58	11 %
	614 Lobbyist	0.00	13,400.00	62,000.00	62,000.00	48,600.00	22 %
	687 Contractual - County Tax Collection	0.00	14,372.00	18,000.00	18,000.00	3,628.00	80 %
	691 Contractual Services	3,400.00	42,109.07	120,000.00	120,000.00	77,890.93	35 %
	Account Total:	58,612.53	386,259.17	1,198,000.00	1,198,000.00	811,740.83	32 %
	Account Group Total:	58,612.53	386,259.17	1,198,000.00	1,198,000.00	811,740.83	32 %
420000	CENTRAL SERVICES-Technology &						
420000	CENTRAL SERVICES-Technology & Telecommunications						
	109 FICA	20.09	103.33	0.00	0.00	-103.33	*** %
	111 Group Insurance	33.74	163.36	0.00	0.00	-163.36	*** %
	321 Telephone	1,157.38	10,564.06	27,000.00	27,000.00	16,435.94	39 %
	325 Internet Services	0.00	104.58	5,200.00	5,200.00	5,095.42	2 %
	380 IT Support Services	0.00	14,934.13	81,000.00	81,000.00	66,065.87	18 %
	527 TECH-Website Update	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	Account Total:	1,211.21	25,869.46	118,200.00	118,200.00	92,330.54	22 %
	Account Group Total:	1,211.21	25,869.46	118,200.00	118,200.00	92,330.54	22 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
431000 POLICE							
431000 POLICE							
100 SALARIES		53,803.45	240,434.92	573,000.00	573,000.00	332,565.08	42 %
101 OVERTIME		0.00	1,765.87	5,500.00	5,500.00	3,734.13	32 %
102 Salaries-Part Time		803.25	3,937.51	28,000.00	28,000.00	24,062.49	14 %
104 Separation Allowance-Law Enforcement		1,081.46	6,922.10	20,500.00	20,500.00	13,577.90	34 %
109 FICA		4,179.63	18,956.52	49,500.00	49,500.00	30,543.48	38 %
110 Retirement		10,740.77	46,215.40	114,000.00	114,000.00	67,784.60	41 %
111 Group Insurance		5,235.52	29,226.88	103,700.00	103,700.00	74,473.12	28 %
112 Special Benefit Fund-Police		2,690.17	11,764.71	27,185.00	27,185.00	15,420.29	43 %
212 Supplies-Fuel		0.00	2,273.54	27,500.00	27,500.00	25,226.46	8 %
214 Supplies-Dept		423.12	3,956.02	11,000.00	11,000.00	7,043.98	36 %
215 Supplies-Materials		0.00	6,015.26	0.00	0.00	-6,015.26	*** %
217 Supplies-Uniforms		1,493.98	5,338.18	10,000.00	10,000.00	4,661.82	53 %
220 Alcohol & Drug Ed.		0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
310 Travel and Transportation		450.00	620.96	3,000.00	3,000.00	2,379.04	21 %
324 Dues and Subscriptions		0.00	422.00	6,300.00	6,300.00	5,878.00	7 %
333 Utilities-Boat House and Range		0.00	0.00	500.00	500.00	500.00	0 %
354 Repairs and Maint-Equipment		0.00	637.35	4,000.00	4,000.00	3,362.65	16 %
354 Repairs and Maint-Vehicles		1,012.31	4,260.14	25,000.00	25,000.00	20,739.86	17 %
490 Miscellaneous		0.00	265.00	1,000.00	1,000.00	735.00	27 %
524 Computers		0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
691 Contractual Services		0.00	13,452.58	20,050.00	20,050.00	6,597.42	67 %
	Account Total:	81,913.66	396,464.94	1,040,735.00	1,040,735.00	644,270.06	38 %
434000 FIRE							
434000 FIRE							
100 SALARIES		34,050.96	157,511.40	449,000.00	449,000.00	291,488.60	35 %
101 OVERTIME		0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
102 Salaries-Part Time		6,635.82	14,537.00	37,300.00	37,300.00	22,763.00	39 %
109 FICA		3,030.58	12,751.96	38,800.00	38,800.00	26,048.04	33 %
110 Retirement		7,544.37	31,504.73	82,700.00	82,700.00	51,195.27	38 %
111 Group Insurance		4,652.16	21,703.91	83,900.00	83,900.00	62,196.09	26 %
120 401 (K) Contribution		1,544.59	6,235.89	23,405.00	23,405.00	17,169.11	27 %
212 Supplies-Fuel		0.00	2,249.91	20,000.00	20,000.00	17,750.09	11 %
214 Supplies-Dept		27.43	1,272.42	4,000.00	4,000.00	2,727.58	32 %
215 Supplies-Materials		303.91	5,650.06	10,000.00	10,000.00	4,349.94	57 %
217 Supplies-Uniforms		0.00	1,889.95	6,000.00	6,000.00	4,110.05	31 %
218 Supplies-Equipment		0.00	1,817.80	21,000.00	21,000.00	19,182.20	9 %
310 Travel and Transportation		0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
324 Dues and Subscriptions		100.00	165.00	9,500.00	9,500.00	9,335.00	2 %
330 Utilities		0.00	2,822.49	12,000.00	12,000.00	9,177.51	24 %
351 Repairs and Maint-Grounds		0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
353 Repairs and Maint-Equipment		105.85	5,089.82	16,000.00	16,000.00	10,910.18	32 %
354 Repairs and Maint-Vehicles		0.00	29,125.19	21,000.00	21,000.00	-8,125.19	139 %
490 Miscellaneous		25.55	345.72	4,000.00	4,000.00	3,654.28	9 %
514 Protective Clothing		0.00	134.74	16,000.00	16,000.00	15,865.26	1 %
553 RADIO REPLACEMENT		0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
693 Fairfield Volunteer Fire Dept		0.00	33,500.00	67,000.00	67,000.00	33,500.00	50 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
694	Chimney Rock Volunteer Fire Dept	0.00	17,500.00	35,000.00	35,000.00	17,500.00	50 %
695	Bills Creek Volunteer Fire Dept	0.00	21,400.00	42,800.00	42,800.00	21,400.00	50 %
	Account Total:	58,021.22	367,207.99	1,046,405.00	1,046,405.00	679,197.01	35 %
	Account Group Total:	58,021.22	367,207.99	1,046,405.00	1,046,405.00	679,197.01	35 %
451000 PUBLIC WORKS-STREETS							
451000 PUBLIC WORKS-STREETS							
100	SALARIES	15,247.46	81,932.39	295,000.00	295,000.00	213,067.61	28 %
101	OVERTIME	0.00	0.00	16,000.00	16,000.00	16,000.00	0 %
109	FICA	1,173.69	6,289.09	26,000.00	26,000.00	19,710.91	24 %
110	Retirement	2,895.48	15,123.49	60,000.00	60,000.00	44,876.51	25 %
111	Group Insurance	2,310.71	12,444.96	65,000.00	65,000.00	52,555.04	19 %
120	401 (K) Contribution	603.02	3,154.39	22,000.00	22,000.00	18,845.61	14 %
211	Supplies-Automotive	0.00	4,981.67	25,000.00	25,000.00	20,018.33	20 %
212	Supplies-Fuel	0.00	153.13	0.00	0.00	-153.13	*** %
214	Supplies-Dept	0.00	928.82	1,200.00	1,200.00	271.18	77 %
215	Supplies-Materials	671.94	3,749.97	35,000.00	35,000.00	31,250.03	11 %
217	Supplies-Uniforms	809.55	5,352.71	8,000.00	8,000.00	2,647.29	67 %
310	Travel and Transportation	150.00	220.00	2,000.00	2,000.00	1,780.00	11 %
330	Utilities	0.00	72.17	0.00	0.00	-72.17	*** %
331	Utilities-Street Lights	0.00	3,856.08	15,000.00	15,000.00	11,143.92	26 %
334	Utilities-Buildings	0.00	3,715.77	15,000.00	15,000.00	11,284.23	25 %
350	Repairs and Maint-Buildings	2,462.04	3,589.40	30,000.00	30,000.00	26,410.60	12 %
351	Repairs and Maint-Grounds	0.00	8,469.54	12,000.00	12,000.00	3,530.46	71 %
353	Repairs and Maint-Equipment	0.00	11,774.41	30,000.00	30,000.00	18,225.59	39 %
354	Repairs and Maint-Vehicles	1,530.33	7,019.82	20,000.00	20,000.00	12,980.18	35 %
691	Contractual Services	1,650.00	2,650.00	20,000.00	20,000.00	17,350.00	13 %
	Account Total:	29,504.22	175,477.81	697,200.00	697,200.00	521,722.19	25 %
	Account Group Total:	29,504.22	175,477.81	697,200.00	697,200.00	521,722.19	25 %
472000 SANITATION							
472000 SANITATION							
691	Contractual Services	14,915.00	59,660.00	180,000.00	180,000.00	120,340.00	33 %
692	Contractual Services-Recycling	1,552.00	6,184.00	15,000.00	15,000.00	8,816.00	41 %
696	Tipping Fees	2,785.00	12,226.14	40,000.00	40,000.00	27,773.86	31 %
	Account Total:	19,252.00	78,070.14	235,000.00	235,000.00	156,929.86	33 %
	Account Group Total:	19,252.00	78,070.14	235,000.00	235,000.00	156,929.86	33 %
473000 DAM/Watershed Protection							
473000 DAM/Watershed Protection							
351	Repairs and Maint-Grounds	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
352	Repairs and Maint-Dam	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	Account Total:	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
	Account Group Total:	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100 SALARIES		4,280.65	20,587.85	67,500.00	67,500.00	46,912.15	31 %
109 FICA		327.25	1,555.53	5,125.00	5,125.00	3,569.47	30 %
110 Retirement		812.89	3,909.61	12,200.00	12,200.00	8,290.39	32 %
111 Group Insurance		581.52	2,971.60	10,450.00	10,450.00	7,478.40	28 %
120 401 (K) Contribution		214.03	1,029.39	3,525.00	3,525.00	2,495.61	29 %
585 Community Branding		175.00	10,617.74	20,000.00	20,000.00	9,382.26	53 %
Account Total:		6,391.34	40,671.72	118,800.00	118,800.00	78,128.28	34 %
Account Group Total:		6,391.34	40,671.72	118,800.00	118,800.00	78,128.28	34 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100 SALARIES		20,868.02	104,014.49	299,000.00	299,000.00	194,985.51	35 %
109 FICA		1,546.06	7,688.52	23,000.00	23,000.00	15,311.48	33 %
110 Retirement		3,893.00	19,403.17	54,000.00	54,000.00	34,596.83	36 %
111 Group Insurance		2,279.50	11,606.14	42,300.00	42,300.00	30,693.86	27 %
120 401 (K) Contribution		263.78	1,318.90	15,000.00	15,000.00	13,681.10	9 %
180 Legal Services		212.40	1,862.70	25,000.00	25,000.00	23,137.30	7 %
212 Supplies-Fuel		68.66	304.18	1,000.00	1,000.00	695.82	30 %
214 Supplies-Dept		0.00	183.37	6,000.00	6,000.00	5,816.63	3 %
215 Supplies-Materials		0.00	1,176.32	0.00	0.00	-1,176.32	*** %
310 Travel and Transportation		104.15	597.00	5,000.00	5,000.00	4,403.00	12 %
324 Dues and Subscriptions		0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
370 Advertising		0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
410 RENTS		0.00	3,000.00	20,000.00	20,000.00	17,000.00	15 %
691 Contractual Services		0.00	5,778.71	19,000.00	19,000.00	13,221.29	30 %
Account Total:		29,235.57	156,933.50	513,300.00	513,300.00	356,366.50	31 %
Account Group Total:		29,235.57	156,933.50	513,300.00	513,300.00	356,366.50	31 %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100 SALARIES		23,181.56	116,172.67	299,000.00	299,000.00	182,827.33	39 %
102 Salaries-Part Time		0.00	929.25	0.00	0.00	-929.25	*** %
109 FICA		1,684.80	8,515.38	24,000.00	24,000.00	15,484.62	35 %
110 Retirement		4,454.84	22,324.48	55,000.00	55,000.00	32,675.52	41 %
111 Group Insurance		3,489.12	17,858.40	62,700.00	62,700.00	44,841.60	28 %
120 401 (K) Contribution		1,156.78	5,797.14	15,000.00	15,000.00	9,202.86	39 %
212 Supplies-Fuel		796.58	7,025.69	15,000.00	15,000.00	7,974.31	47 %
213 Supplies-Boat Fuel & Supplies		0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
214 Supplies-Dept		3,819.81	4,991.40	5,000.00	5,000.00	8.60	100 %
215 Supplies-Materials		0.00	6,517.74	25,000.00	25,000.00	18,482.26	26 %
216 Supplies-Fish Purchase		0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
217 Supplies-Uniforms		249.90	339.90	1,500.00	1,500.00	1,160.10	23 %
219 Boat and Fishing Permits		0.00	0.00	6,500.00	6,500.00	6,500.00	0 %
310 Travel and Transportation		228.00	646.28	3,000.00	3,000.00	2,353.72	22 %
330 Utilities		0.00	0.00	6,700.00	6,700.00	6,700.00	0 %
335 Flowering Bridge Lighting		0.00	506.42	3,500.00	3,500.00	2,993.58	14 %
351 Repairs and Maint-Grounds		47.04	3,159.72	85,000.00	85,000.00	81,840.28	4 %
353 Repairs and Maint-Equipment		3,579.72	12,842.58	14,000.00	14,000.00	1,157.42	92 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
508	Rewrite Zoning & Land Dev.	0.00	0.00	40,500.00	40,500.00	40,500.00	0 %
691	Contractual Services	7,669.06	8,116.52	40,500.00	40,500.00	32,383.48	20 %
	Account Total:	50,357.21	215,743.57	721,900.00	721,900.00	506,156.43	30 %
	Account Group Total:	50,357.21	215,743.57	721,900.00	721,900.00	506,156.43	30 %
615000 BEACH & MARINA							
615000	BEACH & MARINA						
214	Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
350	Repairs and Maint-Buildings	0.00	435.75	4,000.00	4,000.00	3,564.25	11 %
351	Repairs and Maint-Grounds	1,835.44	4,389.44	10,200.00	10,200.00	5,810.56	43 %
353	Repairs and Maint-Equipment	0.00	0.00	1,300.00	1,300.00	1,300.00	0 %
	Account Total:	1,835.44	4,825.19	17,500.00	17,500.00	12,674.81	28 %
	Account Group Total:	1,835.44	4,825.19	17,500.00	17,500.00	12,674.81	28 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
504	VEHICLES	9,998.50	58,459.98	60,000.00	60,000.00	1,540.02	97 %
506	HVAC System/Police	3,500.00	3,720.67	0.00	0.00	-3,720.67	*** %
513	FIRE-SCBA APPARATUS	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
516	PUBLIC SERVICES BLDG	0.00	0.00	70,000.00	70,000.00	70,000.00	0 %
530	P&R-Mower	0.00	0.00	115,000.00	115,000.00	115,000.00	0 %
541	POLICE-Vehicles	0.00	0.00	120,000.00	120,000.00	120,000.00	0 %
550	Other Equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
592	PW-Street Paving	0.00	9,800.00	175,000.00	175,000.00	165,200.00	6 %
691	Contractual Services	0.00	7,500.00	0.00	0.00	-7,500.00	*** %
697	Dredging & Debris Removal	0.00	400.00	1,000,000.00	1,000,000.00	999,600.00	0 %
	Account Total:	13,498.50	79,880.65	1,566,000.00	1,566,000.00	1,486,119.35	5 %
	Account Group Total:	13,498.50	79,880.65	1,566,000.00	1,566,000.00	1,486,119.35	5 %
910000 DEBT SERVICE							
910000	DEBT SERVICE						
504	VEHICLES	0.00	2,983.42	44,500.00	44,500.00	41,516.58	7 %
541	POLICE-Vehicles	0.00	4,515.56	17,225.00	17,225.00	12,709.44	26 %
544	Work Truck	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
550	Other Equipment	0.00	2,883.60	144,500.00	144,500.00	141,616.40	2 %
561	Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	0 %
573	Barge/Excavator	0.00	20,722.96	0.00	0.00	-20,722.96	*** %
720	Bond Interest	0.00	1,631.96	58,500.00	58,500.00	56,868.04	3 %
	Account Total:	0.00	32,737.50	381,625.00	381,625.00	348,887.50	9 %
	Account Group Total:	0.00	32,737.50	381,625.00	381,625.00	348,887.50	9 %
920000 Non-Governmental							
920000	Non-Governmental						
130	Unemployment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
450	Insurance	0.00	199,169.02	180,000.00	180,000.00	-19,169.02	111 %
751	Bank Fees	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	Account Total:	0.00	199,169.02	188,000.00	188,000.00	-11,169.02	106 %
	Account Group Total:	0.00	199,169.02	188,000.00	188,000.00	-11,169.02	106 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10	GENERAL FUND						
980000	TRANSFERS						
	967 Transfer to Capital Reserve Fund	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	352,565.05	2,171,006.36	9,511,465.00	9,511,465.00	7,340,458.64	23 %
21	Capital Reserve Fund						
473000	DAM/Watershed Protection						
	473000 DAM/Watershed Protection	0.00	1,050.00	0.00	0.00	-1,050.00	*** %
	180 Legal Services	0.00	1,050.00	0.00	0.00	-1,050.00	*** %
	Account Total:	0.00	1,050.00	0.00	0.00	-1,050.00	*** %
	Account Group Total:	0.00	1,050.00	0.00	0.00	-1,050.00	*** %
980000	TRANSFERS						
	980000 TRANSFERS	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	958 Transfer to Fund Balance	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	0.00	1,050.00	1,600,000.00	1,600,000.00	1,598,950.00	0 %
22	DAM Capital Projects Fund						
473000	DAM/Watershed Protection						
	473000 DAM/Watershed Protection	0.00	36,931.44	0.00	0.00	-36,931.44	*** %
	190 Engineering Services	0.00	36,931.44	0.00	0.00	-36,931.44	*** %
	Account Total:	0.00	36,931.44	0.00	0.00	-36,931.44	*** %
	Account Group Total:	0.00	36,931.44	0.00	0.00	-36,931.44	*** %
720000	ELECTRIC OPERATIONS						
	720000 ELECTRIC OPERATIONS	1,300.00	1,300.00	0.00	0.00	-1,300.00	*** %
	691 Contractual Services	1,300.00	1,300.00	0.00	0.00	-1,300.00	*** %
	Account Total:	1,300.00	1,300.00	0.00	0.00	-1,300.00	*** %
	Account Group Total:	1,300.00	1,300.00	0.00	0.00	-1,300.00	*** %
	Fund Total:	1,300.00	38,231.44	0.00	0.00	-38,231.44	*** %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
53 WATER AND SEWER FUND							
713000 WATER							
100	SALARIES	0.00	0.00	150,000.00	150,000.00	150,000.00	0 %
109	FICA	0.00	0.00	11,200.00	11,200.00	11,200.00	0 %
110	Retirement	0.00	0.00	24,000.00	24,000.00	24,000.00	0 %
111	Group Insurance	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
120	401 (K) Contribution	0.00	0.00	7,500.00	7,500.00	7,500.00	0 %
214	Supplies-Dept	0.00	2,054.42	15,000.00	15,000.00	12,945.58	14 %
310	Travel and Transportation	30.00	30.00	4,000.00	4,000.00	3,970.00	1 %
324	Dues and Subscriptions	1,390.00	1,740.00	2,000.00	2,000.00	260.00	87 %
330	Utilities	0.00	4,945.04	15,000.00	15,000.00	10,054.96	33 %
350	Repairs and Maint-Buildings	0.00	15,972.57	20,000.00	20,000.00	4,027.43	80 %
353	Repairs and Maint-Equipment	0.00	7,511.84	60,000.00	60,000.00	52,488.16	13 %
358	Repairs and Maint-Lines	0.00	105.00	18,000.00	18,000.00	17,895.00	1 %
430	Equipment Rental	0.00	0.00	500.00	500.00	500.00	0 %
691	Contractual Services	0.00	5,778.71	24,000.00	24,000.00	18,221.29	24 %
	Account Total:	1,420.00	38,137.58	371,200.00	371,200.00	333,062.42	10 %
	Account Group Total:	1,420.00	38,137.58	371,200.00	371,200.00	333,062.42	10 %
714000 SEWER							
714000 SEWER							
103	Professional Services	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
214	Supplies-Dept	0.00	65.99	800.00	800.00	734.01	8 %
215	Supplies-Materials	0.00	20,027.56	180,000.00	180,000.00	159,972.44	11 %
310	Travel and Transportation	100.00	270.00	6,000.00	6,000.00	5,730.00	5 %
320	Postage	0.00	311.10	4,000.00	4,000.00	3,688.90	8 %
330	Utilities	0.00	1,606.24	16,000.00	16,000.00	14,393.76	10 %
350	Repairs and Maint-Buildings	1,700.00	10,615.00	25,000.00	25,000.00	14,385.00	42 %
353	Repairs and Maint-Equipment	1,276.66	10,801.03	45,000.00	45,000.00	34,198.97	24 %
355	Repairs and Maint-Collection System	1,150.00	1,550.00	25,000.00	25,000.00	23,450.00	6 %
358	Repairs and Maint-Lines	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
690	Contractual Services-Sludge Hauling	0.00	18,466.00	160,000.00	160,000.00	141,534.00	12 %
691	Contractual Services	0.00	40,034.56	79,000.00	79,000.00	38,965.44	51 %
699	Contractual Services-WWTP Operator	0.00	19,161.00	40,000.00	40,000.00	20,839.00	48 %
	Account Total:	4,226.66	122,908.48	598,800.00	598,800.00	475,891.52	21 %
	Account Group Total:	4,226.66	122,908.48	598,800.00	598,800.00	475,891.52	21 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
356	Repairs and Maint-Pumps and Motors	0.00	0.00	90,000.00	90,000.00	90,000.00	0 %
505	HYDRO-Emergency Small Generator	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
523	PW-Pickup Truck Replacement	0.00	0.00	48,000.00	48,000.00	48,000.00	0 %
544	Work Truck	0.00	0.00	75,000.00	75,000.00	75,000.00	0 %
547	CAMERAS/CAMERAS	0.00	0.00	95,000.00	95,000.00	95,000.00	0 %
557	FIREFLY COVE SYSTEM	0.00	20,211.43	0.00	0.00	-20,211.43	*** %
	Account Total:	0.00	20,211.43	320,000.00	320,000.00	299,788.57	6 %
	Account Group Total:	0.00	20,211.43	320,000.00	320,000.00	299,788.57	6 %

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
53 WATER AND SEWER FUND						
820000 BONUSES (PERFORMANCE & LONGEVITY						
820000 BONUSES (PERFORMANCE & LONGEVITY	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
100 SALARIES	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
Account Total:						
Account Group Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
910000 DEBT SERVICE						
910000 DEBT SERVICE						
611 SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	0 %
612 Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	0 %
Account Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	0 %
Account Group Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	0 %
980000 TRANSFERS						
980000 TRANSFERS						
958 Transfer to Fund Balance	0.00	0.00	225,415.00	225,415.00	225,415.00	0 %
Account Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	0 %
Account Group Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	0 %
Fund Total:	5,646.66	181,257.49	1,650,360.00	1,650,360.00	1,469,102.51	11 %
56 ELECTRIC FUND						
720000 ELECTRIC OPERATIONS						
720000 ELECTRIC OPERATIONS						
100 SALARIES	18,468.94	95,622.02	62,000.00	62,000.00	-33,622.02	154 %
103 Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
109 FICA	1,337.31	6,945.80	4,800.00	4,800.00	-2,145.80	145 %
110 Retirement	3,507.24	17,490.60	12,090.00	12,090.00	-5,400.60	145 %
111 Group Insurance	1,744.56	8,823.92	10,000.00	10,000.00	1,176.08	88 %
120 401 (K) Contribution	635.96	3,167.80	4,500.00	4,500.00	1,332.20	70 %
212 Supplies-Fuel	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
214 Supplies-Dept	0.00	0.00	6,200.00	6,200.00	6,200.00	0 %
321 Telephone	0.00	-239.98	3,000.00	3,000.00	3,239.98	-8 %
330 Utilities	0.00	793.63	6,000.00	6,000.00	5,206.37	13 %
350 Repairs and Maint-Buildings	0.00	180.00	25,000.00	25,000.00	24,820.00	1 %
352 Repairs and Maint-Dam	0.00	2,419.00	0.00	0.00	-2,419.00	*** %
353 Repairs and Maint-Equipment	2,690.00	3,846.49	40,000.00	40,000.00	36,153.51	10 %
691 Contractual Services	0.00	0.00	42,000.00	42,000.00	42,000.00	0 %
967 Transfer to Capital Reserve Fund	0.00	0.00	38,560.00	38,560.00	38,560.00	0 %
Account Total:	28,384.01	139,049.28	300,150.00	300,150.00	161,100.72	46 %
Account Group Total:	28,384.01	139,049.28	300,150.00	300,150.00	161,100.72	46 %
Fund Total:	28,384.01	139,049.28	300,150.00	300,150.00	161,100.72	46 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
58 Capital Sewer Project Fund							
714000	SEWER						
	691 Contractual Services	0.00	1,200.00	0.00	0.00	-1,200.00	*** %
	Account Total:	0.00	1,200.00	0.00	0.00	-1,200.00	*** %
	Account Group Total:	0.00	1,200.00	0.00	0.00	-1,200.00	*** %
	Fund Total:	0.00	1,200.00	0.00	0.00	-1,200.00	*** %
75 CHIMNEY ROCK WATER FUND							
713000	WATER						
	214 Supplies-Dept	700.00	700.00	0.00	0.00	-700.00	*** %
	968 Payments to Chimney Rock Water Works	5,999.39	32,557.64	0.00	0.00	-32,557.64	*** %
	Account Total:	6,699.39	33,257.64	0.00	0.00	-33,257.64	*** %
	Account Group Total:	6,699.39	33,257.64	0.00	0.00	-33,257.64	*** %
	Fund Total:	6,699.39	33,257.64	0.00	0.00	-33,257.64	*** %
	Grand Total:	394,595.11	2,565,052.21	13,061,975.00	13,061,975.00	10,496,922.79	20 %

V

PUBLIC HEARING

A. Ordinance No 23-12-12 Amending the Town of Lake Lure Code of Ordinances, Chapter 36 (“Zoning”), Associated with Alcohol Regulations

- ii. Staff Report
- ii. Public Hearing
- iii. Council Deliberation
- iv. Consideration of Adoption of Ordinance No. 23-12-12

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Ordinance No 23-12-12 Amending the Town of Lake Lure Code of Ordinances, Chapter 36 (“Zoning”), Associated with Alcohol Regulations

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Zoning and Planning Board has been in the process of reviewing Town Ordinances in relation to the sale of alcohol in town limits. After thorough discussion, the Board recommended the amendment of the Zoning Ordinances to revise definitions to fit the North Carolina General Statute 18B definitions for hotel/motel, restaurants, mobile food vendor, private club, community theatre, and convention center; to remove Section 36-65(C) (2); to correct the “micro-brewery” definition error to reflect that the products sold must be at least 75 percent on-site; and to remove “alcoholic beverages for off-premises consumption” from Section 36-65 (B) (1). Town Council reviewed the Zoning and Planning Board’s recommendation and provided further input. Ordinance No. 23-12-12 reflects the recommended changes to the Zoning Ordinances related to alcohol sales in Lake Lure.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No 23-12-12 Amending the Town of Lake Lure Code of Ordinances, Chapter 36 (“Zoning”), Associated with Alcohol Regulations.

ATTACHMENTS:

Ordinance No 23-12-12 Amending the Town of Lake Lure Code of Ordinances, Chapter 36 (“Zoning”), Associated with Alcohol Regulations

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

DRAFT ORDINANCE NUMBER 23-12-12

AN ORDINANCE AMENDING THE TOWN OF LAKE LURE CODE OF ORDINANCES, CHAPTER 36 (“ZONING”), ASSOCIATED WITH ALCOHOL REGULATIONS

WHEREAS, The Town of Lake Lure establishes zoning and land use regulations in relation to the sale of and consumption of alcoholic beverages within Town limits; and

WHEREAS, North Carolina law affirms that the state Alcoholic Beverage Control (ABC) Commission has the ultimate decision-making authority on most aspects of alcohol sales; and

WHEREAS, North Carolina G.S. 18B-901(c) provides that the ABC Commission shall consider local zoning and related land use factors in making ABC permit decisions; and

WHEREAS, G.S. 18B-901(c) further provides that the local governing body shall return a Zoning and Compliance Form to the Commission on a form provided by the Commission to show the establishment is in compliance with all applicable building and fire codes; and

WHEREAS, The Zoning and Planning Board has reviewed and recommended the adoption of changes detailed in Ordinance No. 23-12-12.

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.

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

SECTION ONE. The following definitions are hereby added to Chapter 36 (“Zoning”), Article I (“In General”), Section 36-5 (“Definitions”):

Community Theatre an establishment owned and operated by a bona fide nonprofit organization that is engaged solely in the business of sponsoring or presenting performing arts events to the public.

Convention Center a publicly owned or operated establishment that is engaged in the business of sponsoring or hosting conventions and similar large gatherings, including auditoriums, civic centers, convention centers, and coliseums.

Hotel or motel may include a restaurant and/or on premise consumption of alcohol, including spirituous liquors with a valid NC ABC license.

Mobile Food Vendor means a readily movable trailer or motorized wheeled vehicle, with a valid DMV license tag, equipped to serve food. It shall not be considered as a restaurant.

Private Club a club establishment that qualifies under Section 501(c) of the Internal Revenue Code, as amended, 26 U.S.C. §501(c).

Restaurant means an establishment substantially engaged in the business of preparing and serving meals, and shall have a kitchen and inside dining area with seating for at least ten (10) people. Additional outside serving areas may be permitted on the establishment's premises, including on lake structures. A restaurant may include on premise consumption of alcohol, including spirituous liquors with a valid NC ABC license. Mobile Food Vendors and/or food trucks shall not be considered as a restaurant.

SECTION TWO. Chapter 36 (“Zoning”), Article III (“Use Requirements”), Section 36-65 (“CSC Commercial Shopping Center District”), Subsection C (“Special Use Permit”) is hereby amended as follows:

- (c) *Special use permit.* The following uses require special use permits subject to a finding by the board of adjustment that all applicable provisions of article IV of this chapter have been met:
 - (1) Garden centers other than in completely enclosed buildings.
 - ~~(2) Bars, taverns, nightclubs, or sale of alcoholic beverages for on-premises consumption.~~
 - ~~(3)~~ (2) Primary event venue. In issuing a special use permit for a primary event venue, the board of adjustment may impose reasonable conditions, including a maximum number of events per year and a maximum number of attendees which shall be based on the availability of parking, safe ingress and egress, sanitary facilities, potential impacts to adjacent properties and similar site-specific conditions.

SECTION THREE. The following definition is hereby amended under Chapter 36 (“Zoning”), Article I (“In General”), Section 36-5 (“Definitions”):

Micro-brewery means an independently owned facility that brews craft beer, ale, porter or other fermented malt beverages in quantities up to 15,000 barrels per year with at least 75 percent of its product sold ~~off-site~~ on-site. A micro-brewery may include areas for demonstration, education, tasting and other uses permitted in the district, in accordance with state and local laws.

SECTION FOUR. Chapter 36 (“Zoning”), Article III (“Use Requirements”), Section 36-65 (“CSC Commercial Shopping Center District”), Subsection B (“Permitted Uses”) is hereby amended as follows:

- (b) *Permitted uses.* Within the CSC Commercial Shopping Center District, buildings or lands shall be used only for the following purposes:
 - (1) Retail outlets for sale of food, wearing apparel, home furnishings and appliances, office equipment, hardware, toys, gift sundries and notions, flowers, books and stationery, leather goods and luggage, jewelry, art,

cameras, photographic supplies, ~~alcoholic beverages for off-premises consumption~~, sporting goods, musical instruments, pets, garden supplies, pharmaceuticals, and similar products in completely enclosed buildings.

- (2) Service establishments such as barbershops or beauty shops, shoe repair shops, watch repair shops, computer repair shops, radio or television repair shops, newspaper offices, restaurants, delicatessens, interior decorator stores, photographic studios, dance studios, music studios, art studios, laundry or dry cleaner establishments, tailor or dressmakers, radio or television stations, gymnasiums, indoor motion picture theaters, bowling alleys, banks and financial institutions, and similar retail service establishments.
- (3) Professional and business offices, including those of physicians, dentists, accountants, attorneys, engineers, architects, contractors, land surveyors, real estate brokers, insurance agents, and travel agents.

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

SECTION SIX. The Town of Lake Lure Town Council deems Ordinance No. 23-12-12 to be consistent with the Lake Lure comprehensive plan because it enhances and clarifies land use and zoning definitions.

SECTION SEVEN. The Town of Lake Lure Town Council deems Ordinance No. 23-12-12 to be reasonable and in the public interest because it is consistent with the 1985 mixed drink referendum adopted by the Town of Lake Lure and it is consistent with North Carolina General Statute Chapter 18B (“Regulation of Alcoholic Beverages”).

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

READ, APPROVED, AND ADOPTED this _____ day of _____, 2023.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

VI
COUNCIL LIAISON
REPORTS AND
COMMENTS

VII PRESENTATIONS

A. Annual Board Reports

VIII

PUBLIC COMMENT

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

IX

CONSENT AGENDA

- A. Approval of the November 14, 2023 Regular Town Council Meeting Minutes and the November 29, 2023 Town Council Work Session and Action Meeting Minutes
- B. Approval of Budget Amendment #360 for Town Hall and Community Development Internships
- C. Adoption of 2024 Town Council Meeting Schedule
- D. Adoption of 2024 Budget Calendar
- E. Amendment of the 2023 Town Council Meeting Schedule to Correct the Date of the December Work Session and Action Meeting
- F. Budget Amendment #361 for Procore Project Management Software



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

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

William Morgan, Jr., Town Attorney
William Hank Perkins, Jr., Town Manager
Stephen Ford, Finance Director
Dean Lindsey, Public Services 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 invocation.

II. APPROVE THE AGENDA

Commissioner Proctor made a motion with the requested that Council amend the agenda to remove Item I (“Maintenance Agreement for Electric Vehicle Chargers”) from Section IX (“New Business”). Commissioner DiOrio seconded and all voted in favor.

III. MAYOR’S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance. Mayor noted that Commissioner Bryant was ill and had to leave the meeting early.

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Hank Perkins summarized highlights from his Manager's Report for October which is available in the meeting packet.

Manager Perkins announced that Mayor Pritchett's birthday was yesterday and presented her with flowers and cake. Audience members sang happy birthday and five minute break was taken to enjoy Mayor Pritchett's birthday cake.

Town Manager Perkins reviewed the actions taken at October's work session and action meeting. Action items included the following:

- Approval of Duke Energy Power Purchase Agreement and Renewable Energy Certifications Transaction Agreement
-
- Approval of Lake Lure Tours Off-Season Beach Request

V. COUNCIL LIAISON REPORTS & COMMENTS

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

Commissioner Doster noted that the Town is accepting applications for volunteer boards and that applications can be submitted to the Town Clerk. Mayor Pritchett encouraged those who are interested in serving on a board to visit the Town's website and watch the video on boards to better understand the purpose of them.

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

Commissioner Jim Proctor noted that the activities of the Parks and Recreation Board were covered in the Town Manager's report.

Mayor Pritchett thanked all boards and staff liaisons to boards.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

Moe Bay, 193 Deer Trail, announced that the Lake Lure Flowering Bridge sold 41 dogwoods that were embellished by artists and volunteers. Mrs. Bay noted that an additional \$6,000 was raised for the education center. Mrs. Bay stated that the Flowering Bridge is seeking volunteers. It was detailed that the Lake Lure artists had their art show this Saturday and \$1,000 was raised through art sales, refreshments, and raffle sales. Mrs. Bay added that Keys Open Doors Foundation has matched the donations and that donations will be dispersed to the Lake Lure Classical Academy and the Theater and Arts Program.

Dan Gorman, 241 Washburn Road, asked that Council move forward with allowing chicken. Mr. Gorman expressed that it is a property rights issue and that there is no reason to not to allow chickens. Mr. Gorman added that it is doable and there are no reports of jurisdictions that have legalized chickens and later repealed that decision. Mr. Gorman explained that four to six hens for non-commercial use is acceptable. Mr. Gorman further explained that he does not think that setbacks and fees are necessary. Mr. Gorman stated that noise and sanitation would not be issues, but could be addressed by nuisance ordinances if so. Mr. Gorman noted that the current ordinances are adequate if someone violates hobby chicken regulations. Mr. Gorman proposed that the Council should avoid setbacks unless there is clear and concrete evidence that issues will be addressed by setting these limitations. Mr. Gorman stated that he has witnessed chickens in different types of places that are less intrusive than dogs would be. It was noted that inconsiderate neighbors would be addressed by the nuisance ordinances as well. Mr. Gorman reiterated that there should be no setbacks for lawful activities.

Ronnie Wood, 355 Shady Grove, explained that a new bar has opened in Willow Brook and the music is so loud that he cannot sit on his deck without interruption. Mr. Wood added that the bar has music three to four nights a week and reiterated that it is very loud. Mr. Wood expressed that he would like for the Town to take action before the summer and busy season returns. Mr. Wood stated that he is not the only that has an issue with this establishment and their music. Mr. Wood also stated that he cannot enjoy his property because of this issue and that he had heard that the establishments had not obtained permit approval to hold the music events. Mr. Wood reiterated that he would like something to be done to resolve the matter.

There were no further comments.

VII. CONSENT AGENDA

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

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

- A. Approval of the October 10, 2023 Regular Town Council Meeting Minutes and the October 25, 2023 Town Council Work Session and Action Meeting Minutes
- B. Approval of Hydro Utilities Technician Position Description
- C. Resolution No. 23-11-14 Amending Town of Lake Lure Personnel Policy
- D. Approval of Request to Waive Noise Ordinance for Lighting up Lake Lure Event

VIII. UNFINISHED BUSINESS

There was no unfinished business to discuss.

IX. NEW BUSINESS

A. ORDINANCE NO. 23-11-14 AMENDING CODE OF ORDINANCES CHAPTER 30 (“TRAFFIC AND VEHICLES”) ARTICLE IV (“TRAFFIC SCHEDULES”) SECTION 30-95 (“SCHEDULE I SPEED LIMITS”)

Manager Perkins explained that this ordinance will add support to the town wide speed limit that has been maintained at 25 MPH unless otherwise posted. Manager Perkins added that speed limits that differ from 25 MPH would need to be approved by Council and the ordinance would be amended accordingly.

Commissioner DiOrio made a motion to adopt Ordinance No. 23-11-14 Amending Code of Ordinance Chapter 30 (“Traffic and Vehicles”) Article IV (“Traffic Schedules”) Section 30-95 (“Schedule I Speed Limits”). Commissioner Doster seconded and all voted in favor. Ordinance No. 23-11-14 was adopted as follows:

ORDINANCE NO. 23-11-14

AN ORDINANCE AMENDING CODE OF ORDINANCES CHAPTER 30 (“TRAFFIC AND VEHICLES”) ARTICLE IV (“TRAFFIC SCHEDULES”) SECTION 30-95 (“SCHEDULE I SPEED LIMITS”)

WHEREAS, Town staff has identified the need to amend the Town of Lake Lure Code of Ordinances address streets in town limits that are not a part of the state highway system; and

WHEREAS, Town staff has also concluded that the Code of Ordinances should also specify that nothing in Section 30-95 (“Schedule 1 Speed Limits”) shall be interpreted to permit any person to drive a vehicle at a speed greater than is reasonable and prudent under the existing conditions; and

WHEREAS, the Board of Commissioners has considered the issues and the Town staff’s recommendations and has determined that the Staff’s recommendations are well-founded.

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

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

SECTION ONE. Code of Ordinances Chapter 30 (“Traffic and Vehicles”) Article IV (“Traffic Schedules”) Section 30-95 (“Schedule I Speed Limits”), is hereby amended as follows:

Sec. 30-95. Schedule I speed limits.

- (a) Based upon an engineering and traffic investigation pursuant to authority granted by G.S. 20-141(f), the town does hereby declare the following speed limit modifications on the following described portion of a state highway system street:

<i>Speed Limit</i>	<i>Ordinance Number</i>	<i>Description</i>
25	1073278	Between a point 0.34 miles east of SR 1304 and a point 0.93 miles east of SR 1304
35	800200032	SR 1306 from a point 0.50 miles west of the eastern corporate limits eastward to the eastern corporate limits

(Code 1989, ch. 72, sched. I; Ord. of 4-24-1991; Ord. of 11-13-2018)

(b) Streets in town that are not a part of the state highway system:

<u><i>Speed Limit</i></u>	<u><i>Ordinance Number</i></u>	<u><i>Description</i></u>
<u>25</u>		<u>All streets unless otherwise posted</u>
<u>15</u>		

(c) Nothing in this section shall be interpreted to permit any person to drive a vehicle at a speed greater than is reasonable and prudent under the conditions then existing.

SECTION TWO. All ordinances, resolutions, or policies of the Town in conflict with the amendments herein adopted are void to the extent of the conflicts.

SECTION FIVE. This Ordinance shall become effective upon adoption.

IX. NEW BUSINESS

B. RESOLUTION NO. 23-11-14A SETTING PUBLIC HEARING FOR DECEMBER 12, 2023 TO RECEIVE COMMENTS REGARDING AMENDMENT OF REGULATIONS RELATED TO ALCOHOL SALES IN LAKE LURE CODE OF ORDINANCES CHAPTER 36 (“ZONING”)

Manager Perkins noted that the purpose of the resolution is to set the public hearing for an ordinance amending zoning ordinances related to the sale of alcohol. It was further detailed that the public hearing will take place at the December 12th Council meeting and that any questions can be directed to Community Development Director Michael Williams.

Commissioner Doster made a motion to adopt Resolution No. 23-11-14A Setting Public Hearing for December 12, 2023 to Receive Comments Regarding Amendment of Regulations Related to Alcohol Sales in Lake Lure Code of Ordinances Chapter 36 (“Zoning”). Commissioner DiOrio seconded and all voted in favor. Resolution No. 23-11-14A was adopted as follows:

RESOLUTION NO. 23-11-14A

RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL SETTING PUBLIC HEARING DATE TO RECEIVE COMMENTS REGARDING AMENDMENT OF

**REGULATIONS RELATED TO ALCOHOL SALES IN LAKE LURE CODE OF ORDINANCES
CHAPTER 36 (“ZONING”)**

WHEREAS, the Zoning and Planning Board has provided the Town Council with recommended amendments to Chapter 36 (“Zoning”) of the Town of Lake Lure Code of Ordinances related to alcohol sales in Lake Lure; and

WHEREAS, North Carolina General Statute § 160D-605 mandates that the Town must hold a public hearing prior to amending any development regulations.

NOW, THEREFORE BE IT RESOLVED, that the Town of Lake Lure will hold a public hearing, in accordance with North Carolina General Statutes, during its regular meeting on December 12, 2023 beginning at 5:00 p.m. or shortly thereafter at the Lake Lure Municipal Center to receive comments in regard to amendment of regulations related to alcohol sales in Lake Lure Code or Ordinances Chapter 36 (“Zoning”).

IX. NEW BUSINESS

**C. RESOLUTION NO. 23-11-14B ESTABLISHING A CAPITAL RESERVE FUND
FOR LAND, BUILDINGS, PARKS, AND OTHER IMPROVEMENTS**

Manager Perkins explained that the Town is going to establish a capital reserve for expenditures related to land, buildings, parks, and other improvements. It was noted that a budget amendment will be require to establish the initial fund of \$650,000 and that the budget amendment is the next item on the agenda. Manager Perkins added that figure contributions will consist of \$150,000 per year until the contribution has met the goal of \$1,000,000.

Commissioner DiOrio asked if the initial \$650,000 is already possessed by the Town and if the budget amendment is just for the transfer of the funds into the capital reserve. Manager Perkins answered that this is correct. Manager Perkins explained that by creating the reserve the Town is establishing a “piggy bank” for the intent specified and that money will go out of the general fund and into this reserve. Commissioner Proctor noted that reserve funds are beneficial for auditing purposes. Mayor Pritchett explained that this is similar to the dam capital reserve.

Commissioner Proctor made a motion to adopt Resolution No. 23-11-14B Establishing a Capital Reserve Fund for Lake, Buildings, Parks, and Other Improvements. Commissioner DiOrio seconded and all voted in favor. Resolution No. 23-11-14B was adopted as follows:

RESOLUTION NO. 23-11-14B

**RESOLUTION TO ESTABLISHED AND MAINTAIN
A CAPITAL RESERVE FUND FOR THE TOWN OF LAKE LURE
RELATED TO THE LAND, BUILDINGS, PARKS
AND OTHER IMPROVEMENTS**

WHEREAS, under North Carolina General Statute 159-18 the Town is authorized to establish and maintain a capital reserve for any purposes; and

WHEREAS, the Town Council deems it in the best interest of the citizens of the Town of Lake Lure to established a capital reserve to fund for major projects, significant improvements to land, transportation enhancements, and construction of facilities.

WHEREAS, this Capital Reserve Fund shall be established to provide funds for a parking area and lot on Town property and the construction of a Public Works equipment facility as well as other land and construction projects in the future as authorized by Town Council.

WHEREAS, the Town shall maintain and review the progress of the selected projects and any future projects as part of the budget process to determine and prioritize capital needs. During the annual budget process, appropriations will be approved for the contributions to this capital reserve fund. For any applicable project, Rutherford County Tourism Development Authority's (TDA) partnership funds will be allotted to this fund as revenues to be used for that specific project. Also, Council may authorized transfers from the General Fund initially and in the future to provide adequate funding.

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

Section 1. The Lake Lure Town Council hereby creates a Capital Reserve Fund for the purpose of improving land building and other amenities for operations, parks, transportation, and facilities.

Section 2. This fund will remain operational for a period not to exceed seven years (beginning December 1, 2023 and ending December 1, 2030) or until the capital reserve fund reaches a balance of \$1,000,000

Section 3. The Town Council of Lake Lure will appropriate or transfer an amount of no less than \$150,000 each year from the General Fund to this fund. This is after an initial transfer of funds from the General Fund for \$650,000 with the adoption of the resolution.

The initial transfer of funds for \$650,000 will be allocated as follows:

TDA-Parking Area and Lot:	\$225,000
Public Works Facilities Building/Area:	<u>\$425,000</u>
Total:	<u>\$650,000</u>

Section 4. This ordinance shall become effective upon its adoption.

IX. NEW BUSINESS

D. BUDGET AMENDMENT #358 FOR CAPITAL RESERVE FUND FOR BUILDINGS, LAND, PARKS, AND OTHER IMPROVEMENTS

Manager Perkins explained that this budget amendment is for transferring funds from the general fund into the capital reserve fund that was established under the previous agenda item.

Commissioner Doster made a motion to approve Budget Amendment #358 for Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements. Commissioner DiOrio seconded and all voted in favor.

IX. NEW BUSINESS

E. RESOLUTION NO. 23-11-14C ACCEPTING UPDATED STATE REVOLVING LOAN OFFER FOR \$7,080,261 AND REPLACING RESOLUTION NO. 23-10-10B ACCEPTING STATE REVOLVING LOAN OFFER OF \$7 MILLION

Manager Perkins explained that the Town had received a revised State Revolving Fund (SRF) Loan offer letter because the original letter indicated that the Town was awarded an additional \$7 million loan offer, but the amount should have been \$7,080,261. Manager Perkins added that this resolution would accept the corrected loan offer.

Commissioner DiOrio noted that the resolution is fine, but he wants to see projections for the water and sewer fund impacts when the \$12 million and \$7 million loans start being paid off. Commissioner DiOrio expanded that he would like to know how much debt the fund will absorb and that he would like an assessment to be completed to identify goals. Manager Perkins stated that staff can work on this. Manager Perkins noted that he is working with Finance Director Stephen Ford on a capital reserve for sewer which will be helpful. Manager Perkins also noted that the Town will need to talk about Waste Water Treatment Plant master plan in the near future.

Commissioner DiOrio made a motion to adopt Resolution No. 23-11-14C Accepting Updated State Revolving Loan Offer for \$7,080,261 and Replacing Resolution No. 23-10-10B Accepting State Revolving Loan Offer of \$7 Million. Commissioner Proctor seconded and all voted in favor. Resolution No. 23-11-14C was adopted as follows:

RESOLUTION NO. 23-11-14C

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE ACCEPTING UPDATED STATE REVOLVING LOAN OFFER FOR \$7,080,261 AND REPLACING RESOLUTION NO. 23-10-10B ACCEPTING STATE REVOLVING LOAN OFFER OF \$7 MILLION

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of

construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$7,080,261 for the construction of the subaqueous sanitary sewer replacement and wastewater collection system improvements, and

WHEREAS, the Town of Lake Lure intends to construct said project in accordance with the approved plans and specifications; and

WHEREAS, the Town of Lake Lure adopted Resolution No. 23-10-10B Accepting a State Revolving Loan Offer of \$7 Million prior to receiving an updated offer letter for \$7,080,261.

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

SECTION ONE. That Town of Lake Lure does hereby accept the State Revolving Loan offer of \$7,080,261.

SECTION TWO. That the Town of Lake Lure does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II - Assurances will be adhered to.

SECTION THREE. That Town Manager Hank Perkins, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

SECTION FOUR. That the Town of Lake Lure has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

IX. NEW BUSINESS

F. ORDINANCE NO. 23-11-14A AMENDING SUBAQUEOUS SANITARY SEWER SYSTEM REPLACEMENT AND SEWER UPGRADES PHASE I CAPITAL PROJECT ORDINANCE TO REFLECT ADDITIONAL SRF LOAN FUNDS

Manager Perkins explained that this is related capital ordinance amendment is related to the SRF loan accepted under the previous item and that the amendment will account for the additional \$7,080,261 and related expenditures.

Commissioner Doster made a motion to adopt Ordinance No. 23-11-14A Amending Subaqueous Sanitary Sewer System Replacement and Sewer Upgrades Phase I Capital Project Ordinance to Reflect Additional SRF Loan Funds. Commissioner DiOrio seconded and all voted in favor. Ordinance No. 23-11-14A was adopted as follows:

ORDINANCE NO. 23-11-14A

**AN ORDINANCE AMENDING SUBAQUEOUS SANITARY SEWER SYSTEM
REPLACEMENT AND SEWER UPGRADES PHASE I CAPITAL PROJECT
ORDINANCE**

WHEREAS, The Town Council and the Town of Lake Lure adopted Capital Project Ordinance No. 22-01-11 on January 11, 2022 and it was amended on November 30, 2023; and

WHEREAS, Town staff has determined that it is necessary to add funds to reflect an additional State Revolving Fund Loan in the amount of \$7,080,261; and

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

SECTION ONE. The Subaqueous Sanitary Sewer System Replacement and Sewer Upgrades Phase I Capital Project Ordinance is hereby amended, as follows:

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

Lake Lure SASS Replacement & Sewer Upgrades Phase I

Section 1. The project includes the installation of a sewer access valve in the Lake Lure hydroelectric dam, the installation of a section of the gravity/pump HDPE perimeter sanitary sewer system, consisting of approximately 14,403 LF of 14-inch and 1,950 LF of 16-inch HDPE gravity sewers, 1,271 service connections, and 19 manholes. Wastewater Treatment Plant work consisting of the installation of a grit removal system, the rehabilitation of the fine screen, and the demolition and replacement of the existing digester at the Lake Lure Wastewater Treatment Plant.

Section 2. The officers of the Town of Lake Lure are hereby directed to proceed with the capital project within the terms of the council’s resolution, loan documents, grants and the budget contained herein.

Section 3. The following amounts are appropriated for the project:

ER-EID, SOC	\$426,386	<u>\$460,065</u>
Design/Engineering	\$1,050,000	<u>\$1,185,000</u>
Design Build	\$15,369,614	<u>\$23,185,196</u>
Design, permit, bid	\$354,000	<u>\$415,000</u>
Construction	\$2,500,000	<u>\$3,500,000</u>
Loan Origination Fees	\$50,000	<u>\$85,000</u>
Equipment		\$750,000
Total	\$22,500,000	<u>\$29,580,261</u>

Section 4. The following revenues are available for this project:

Loan from North Carolina Dept. of Environmental Quality- Division of Water Infrastructure- Clean Water State Revolving Funds	\$12,750,000	<u>\$19,580,261</u>
American Rescue Plan Act (ARPA) Funds		\$8,000,000
Local Funds		\$250,000
General Fund/Reimbursable State Funds		\$1,750,000
Total	\$22,500,000	<u>\$29,580,261</u>

Section 5. The finance officer is hereby directed to maintain within the Capital Project Fund, sufficient detailed accounting records related to the project.

Section 6. The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 3.

Section 7. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

Section 8. Copies of this capital project ordinance shall be furnished to the Clerk to Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION TWO. This Ordinance shall take effect upon adoption.

IX. NEW BUSINESS

G. RESOLUTION NO. 23-11-14D EXTENDING THE EXISTING AGREEMENT TO OPERATE WATER SYSTEM BETWEEN THE TOWN OF LAKE LURE AND CHIMNEY ROCK VILLAGE UNTIL JUNE 30, 2024

Manager Perkins explained that the Town has had an agreement with Chimney Rock Village for 20 years to operation their water system, which was to come to end in April of this year, but was extended to allow for additional time to discuss details. Mr. Perkins further explained that the two municipalities would now like to extend the agreement for an additional six months. Mr. Perkins detailed that this would put the agreement in line with the fiscal year and will allow the Town to adjust any financial figures.

Commissioner DiOrio asked about the cross connect test. Public Services Director Dean Lindsey explained that this should be discussed at next work session meeting. Director Lindsey stated that Firefly Cove will be complete after wells are active and that LaBella will propose Task Order 17 for the cross connect. Commissioner DiOrio noted that the Town should have all of the data by the spring to better determine decisions for this agreement. Manager Perkins noted that there will be no regular exchange in the agreement and that a memorandum of agreement for emergencies is in progress. Commissioner DiOrio stated that it seems that the Town is crafting the

new agreement with anticipation that the Town will have a self-sufficient system and Manager Perkins agreed.

Commissioner Proctor thanked the water department for checking on a potential disaster today when Spectrum hit water line. Commissioner Proctor advised to call 811 if you dig a hole.

Commissioner Proctor made a motion to approve Resolution No. 23-11-14D Extending the Existing Agreement to Operate Water System between the Town of Lake Lure and Chimney Rock Village until June 30, 2024. Commissioner DiOrio seconded and all voted in favor. Resolution No. 23-11-14D was adopted as follows:

RESOLUTION NO. 23-11-14D

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
EXTENDING THE EXISTING AGREEMENT TO OPERATE WATER SYSTEM
BETWEEN THE TOWN OF LAKE LURE AND CHIMNEY ROCK VILLAGE UNTIL
JUNE 30, 2024**

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

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

WHEREAS, the Town and Village previously extended the prior agreement until December 31, 2023.

WHEREAS, the Village has requested additional time to respond to notices of intent to renew the prior agreement; and

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

WHEREAS, the expiration of the prior agreement is approaching and it is in the best interests of the Town and Village to extend the prior agreement until the end of the current fiscal year on June 30, 2024.

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

SECTION ONE. The Town of Lake Lure and Chimney Rock Village mutually agree to extend the prior agreement to operate water system until June 30, 2024.

IX. NEW BUSINESS

H. NELON GARBAGE SERVICES AGREEMENT

Manager Perkins noted that current agreement with Nelon Garbage Services expired at end of June and has been operating on a monthly basis. Manager Perkins added that the Town and Nelon now have new proposed agreement that will entail the same services and an increase of \$100 a month to account for fuel and other items. Manager Perkins stated that the agreement with Nelon has traditionally been on a fiscal year basis, but suggested that the new agreement begin upon approval and conclude on June 30, 2025. It was noted that the Town will advertise for bids in the future to ensure that the numbers are competitive. Manager Perkins expressed that the Town has had a positive partnership with Nelon.

Commissioner Proctor made a motion to approve the Nelon Garbage Services Agreement. Commissioner DiOrio seconded and all voted in favor.

IX. NEW BUSINESS

I. SCHNABEL WORK ORDER NO. 12, TASK 1, PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR DAM INSPECTION

Manager Perkins noted that this Schnabel Work Order 12 was discussed at the work session and there was consensus to move forward with the inspection of the dam under Task 1, but further discuss inspection of the spillway gates under Task 2 prior to taking any action on that Task.

Commissioner DiOrio asked if the work being completed at the dam now will impact ability to inspect the dam and it was answered that staff does not think it will impact inspection.

Commissioner DiOrio made a motion to approve Schnabel Work Order No. 12, Task 1, Proposal for Professional Engineering Services for Dam Inspection. Commissioner Doster seconded and all voted in favor.

IX. NEW BUSINESS

J. BUDGET AMENDMENT #359 FOR SCHNABEL WORK ORDER NO. 12 TASK 1

Manager Perkins explained that this budget amendment is related to Schnabel Work Order No. 12, Task 1, which was approved under the previous item.

Commissioner DiOrio made a motion to approve Budget Amendment #359 for Schnabel Work Order No. 12 Task 1. Commissioner Proctor seconded and all voted in favor.

X. ADJOURNMENT

With no further business, Commissioner Doster made a motion to adjourn the meeting at 5:54 p.m. Commissioner DiOrio seconded and the motion carried 4-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE REGULAR WORK SESSION AND ACTION MEETING OF THE
LAKE LURE TOWN COUNCIL HELD WEDNESDAY, NOVEMBER 29, 2023, 8:30 A.M.
AT THE LAKE LURE MUNICIPAL HALL**

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

William Manager Perkins, Jr., Town Manager
William Morgan, Jr., Town Attorney
Michael Williams, Community Development Director
Stephen Ford, Finance Director
Dean Lindsey, Public Services Director
Dustin Waycaster, Fire Chief
Dana Bradley, Parks, Recreation, and Lake Department
Michael Dydula, Project Manager
Wade Oppliger & Paul Brock, Proposers for lease of former ABC Store
George Wittmer, Lake Lure Tours, Proposer for lease of former ABC Store

ABSENT:

I. CALL TO ORDER

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

II. AGENDA ADOPTION

Commissioner Patrick Bryant made a motion to adopt the agenda, as presented.
Commissioner Jim Proctor seconded and the motion carried 4-0.

III. PUBLIC COMMENT

There were no comments from the public.

IV. CONTINUE REVIEWING THE ZONING AND PLANNING BOARD'S RECOMMENDATION REGARDING CHICKENS AND CHAPTER 4 ("ANIMALS") OF THE CODE OF ORDINANCES AND ALLOW FOR PUBLIC COMMENTS

Director Williams explained that there has been previous discussions on this topic and summarized that Town staff recommended no change to the ordinance and if there are amendments to allow chickens staff recommends that Council opt for the stricter buffers presented in staff's recommended language.

Commissioner DiOrio asked what the next steps are and Council discussed that they would like to vote on the proposed amendments at the regular meeting in December. Commissioner Proctor expressed that he is in support of what was presented by staff. Commissioner DiOrio noted that he has concerns including an influx of bears and other wildlife caused by the chickens and their feed. Commissioner DiOrio added that bears are already an issue and that he is concerned that allowing chickens would worsen the issue. Commissioner Proctor expressed that he thinks that it is the responsibility of chicken owners to secure their chickens and feed to keep other wildlife out. Commissioner Proctor added that his daughter has chickens and has not had any issues with bears and that bird seeds and trash are more of an attractor of bears than chicken feed would be. Commissioner Proctor also explained that it would not be difficult to keep a fence structure to avoid wildlife having access to chickens or their feed. Commissioner DiOrio expressed that he believes that the smells associated with chickens would still attract more bears in Town neighborhoods. Commissioner Doster questioned if this community is fit to be agricultural and noted the split opinions of the Zoning and Planning Board members.

Commissioner Doster expressed concern with the time that will be required to administratively enforce regulations if chickens are allowed. Commissioner Doster added that administrative staff would have to process the permit and fee and other staff would have to enforce the regulations. Commissioner Doster mentioned that there are already issues with one property owner who illegally owned chickens. Commissioner Doster questioned if allowing chickens would create a burden for Town staff. Commissioner Proctor asked if Director Williams had contacted any other municipalities that allow chickens and Director Williams said yes and that most operate on a complaint driven basis. Mayor Pritchett asked if Community Development or the Lake Lure Police Department would enforce the regulations and it was determined that it would be the responsibility of Community Development.

Director Williams recommended that if allowed, chickens should be required to have buffers between the lake, properties, and residences.

Commissioner Doster asked if the Council could reverse the decision to allow chickens if they are approved and it is determined that non-intended consequences have been created and it was answered yes.

Manager Perkins noted that there is already an issue that has been addressed based on complaints of illegal chickens and if they were allowed regulations would be set and enforcement of regulations would be in a similar complaint driven basis.

Commissioner Bryant noted that there is still nothing in the staff recommendation regarding acreage and suggested there needs to be an acreage limit of at least one acre to mitigate issues. Commissioner Proctor noted that it is easier to measure feet from water than acreage.

Director Williams explained that his biggest concern is that people who do not want chickens will complain and will experience issues, and those who want them will not. Director Williams added that the Town needs measurable regulations to enforce.

Mr. Dan Gorman, 241 Washburn Road, expressed that he is in favor of allowing chickens. Mr. Gorman stated that it is ultimately the responsibility of chicken owners to follow regulations. Mr. Gorman noted that water protection is important, but that allowing a minute amount of chickens would not create any run off issues. Mr. Gorman mentioned that Council has discussed implementing acreage limitations and that it would be difficult for him to have chickens if limitations were imposed. Mr. Gorman added that keeping chickens can appropriately be done on a half-acre lot. Mr. Gorman recalled that horses had been mentioned in comparing the allowance of chickens and expressed that this is not a legitimate comparison. Mr. Gorman expressed that dogs create more nuisances than chickens would. Mr. Gorman noted that the Town's nuisance ordinances should address any issues that could be caused by chickens. Mr. Gorman suggested that the Town review data from other municipalities that allow chickens to appropriate set boundaries.

Council discussed that a vote on the matter should be taken at the December regular meeting. Director Williams explained that the Zoning and Planning Board suggested that the recommended changes be revisited by them, but it was advised that this would not be necessary. It was concluded that the recommended changes would be on the December regular meeting agenda and Council will vote on the recommended changes at that time.

V. CONTINUE DISCUSSIONS REGARDING PROPOSALS FOR THE LEASE OF THE FORMER ABC STORE PROPERTY

Manager Perkins noted that this topic had been discussed at previous meetings and summarized that Lake Lure Tours (LLT) and Mr. Oppliger & Mr. Brock had both sent revised proposals.

It was detailed that LLT and KLM Investments now wants only the building and signage addressing parking for an overall rent price of \$4,500 per month.

Manager Perkins explained that Mr. Oppliger and Mr. Brock's proposal involves the use of the building, skull area, and boat docks. Manager Perkins added that Mr. Oppliger and Mr. Brock are proposing \$4,000 per month for rent of the building plus concession from Mr. Oppliger's non-motorized operations. It was noted that Mr. Oppliger and Mr. Brock had discussed details with Director Williams and there is nothing in their proposal that is impossible to do. Manager Perkins noted that Mr. Oppliger has proposed the deck on the back of the building but constructed with Town funds, but he had not been given a price range or sq. footage. It was noted that the property uses within the proposal remain as was.

Manager Perkins noted that the meeting packet includes updated proposals.

Commissioner Proctor noted that he has thoroughly reviewed the proposals and questioned if there could be a hybrid proposal in which LLT rents the building, but works out a concession with Lake Lure Rowing Club to continue using the property. Commissioner Proctor noted that the 5th paragraph on the rowing proposal talks about structural improvements and that it should mention trade fixtures. Commissioner Proctor questioned if the hybrid option would work and expressed that he thinks that changes will continue to be made to each proposal if no decision is made. Commissioner Proctor expressed that the Town Council wants what is best for the Town.

Commissioner Doster noted that there are essentially three factors including KML and LLT proposal for the rent of the building, Mr. Brock's portion of his joint proposal for rent of the building and Mr. Oppliger portion of the joint proposal for outdoor concession operations. Commissioner Doster asked if the rowing could be separated from Mr. Brock's proposal and expressed support for continuing rowing operations. Manager Perkins commented that Mr. Oppliger would need a 501 (c) (3) or other organization to work with on rowing if that is the case. Council members expressed that the wellness center be removed from Mr. Oppliger's proposal altogether. Mr. Oppliger explained that the primary reason for the structures for the wellness center is to keep skulls safe from the weather, but he also wants to have inclement weather exercise facility. Commissioner Doster noted that the Zoning and Panning would have to review design standards for any new commercial buildings. Commissioner Doster noted that it is important that the area look nice and not cluttered.

Commissioner DiOrio asked if Mr. Oppliger and Mr. Brock can split their proposal into two and Mr. Brock answered that he thinks that their businesses are mutually beneficial to each other, but they could be split them if needed. Mr. Brock noted that when comparing numbers, Mr. Oppliger's concession estimates are conservative. Mr. Oppliger noted that their proposal was intended to be symbiotic, with indoor and outdoor components. Commissioner Doster noted that the concession agreement numbers are speculated. Mr. Brock mentioned that he made \$12,000 worth of net revenue for the first year operating Sunken Buffalo.

Mayor Pritchett noted that it seems that the market portion of the proposal might be a little more robust than in the proposal. Mr. Brock explained that he can give examples of similar stores and noted that it can be a sort of extension of Lured. Mr. Brock expanded that it would not be a restaurant or kitchen, but wine, beer, refreshments and other grab and go items would be offered. Mr. Brock urged Council to look at success of Lured.

Commissioner DiOrio asked what the Outdoor Collective is going to do because the building is very that large. Mr. Brock explained that they would not have a large inventory that would take up about a fourth of the building and that their items would include a few vessels, life jackets, fishing poles, other lake accessories.

Commissioner DiOrio asked if there is anything Mr. Wittmer would like to add and Mr. Wittmer answered no. Commissioner DiOrio asked if it would be a sports store Mr. Wittmer answered that it would be an outdoors store, similar to Tim Edwards's existing store.

Mr. Brock noted that if they are going to do this, they need to get started in order to open for the season. Mr. Brock noted that he thinks that the LLT proposal it is not as community oriented. Mr. Brock noted that there is a lot that needs to be done in order to accomplish would he would like to do, so he would need to start soon.

Commissioner Doster asked Director Williams if the sheds and docks would be an issue in regard to Mr. Oppliger and Mr. Brock's proposal. Director Williams explained that he spoke with Stan Aiken about the sheds and that he said that what was proposed would be minimal enough and would meet requirements for a trout buffer waiver. Director Williams noted that he does not see any issue with floating docks. Commissioner DiOrio noted that structures would still need to meet the Town's zoning and lake structure requirements. Mr. Brock noted that he and Director Williams walked down to the docks and he noticed two holes in the current dock and explained that if his operations are successful, he hopes to partner with the Town to make improvements to the docks. Commissioner Proctor asked Town Attorney William Morgan if the 5 year lease term with a 5 year renewal option is doable and Attorney Morgan explained that it would be doable since it is under ten years total. Council discussed that over 10 years would require an upset bid process.

Commissioner DiOrio noted that Council needs to find out about the cost of the deck.

Commissioner Doster expressed that the proposal from LLT is simple and straight forward, but he likes that the other proposal is unique. Manager Perkins noted that Council could decide what they want to be done with the building, and the docks and outdoor aspects could be addressed separately. Commissioner Doster noted that he is still confused about the outdoor portion of Mr. Brock and Mr. Oppliger's proposal will work. Mayor Pritchett noted that operations in the building would not preclude outdoor activities.

Mayor Pritchett stated that a decision needs to be made.

Commissioner DiOrio noted that Mr. Oppliger will need to get a concession agreement for his rowing operations regardless of what happens with his proposal. Commissioner DiOrio added that he likes an investment in the area to bring Mr. Oppligers operations to the next level.

Commissioner DiOrio expressed that it would be better if the proposals be separated Mr. Oppliger and Mr. Brocks operations were separated from the proposal and others agreed.

Council discussed that they would put this on the agenda for a vote on the December 12 regular meeting agenda.

Manager Perkins noted that it has been brought to his attention that the Town will need to keep a cabinet in the building because ADNS equipment is located in there.

Commissioner DiOrio asked if a Special Use permit would be required and Director Williams said no because there will not be a new building involved.

Council discussed that when a decision is made, there will need to be negotiations and Attorney Morgan will need to provide a draft lease. It was summarized that a motion will need to be made to authorize negotiations with the chosen proposer.

**VI. REVISIT PROPOSED SCHNABEL WORK ORDER NO. 12, TASK 2,
PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR SPILLWAY
GATE INSPECTIONS**

Manager Perkins noted that this was previously discussed and Jonathan Pittman with Schnabel Engineering had since provided the Town with comments in regard to the inspection of the spill way gates and that the comments are located in the meeting packet. Manager Perkins summarized that the reason that it is being recommended that the Town have the spill way gates inspected is not because it is being required by the Office of Dam Safety requirement, but because they have never been inspected before. Director Lindsey agreed.

Commissioner DiOrio asked what the inspection will entail and Director Lindsey explained that they will mainly be focusing on inspecting operations, seals, and material integrity. It was detailed that when the inspection is complete, Schnabel will create a design for the seals and any necessary repairs would be made during next year's drawdown. Director Lindsey noted that if the task is approved inspections will start immediately, but repairs will be made next year.

Mayor Pritchett asked when the Town would need to have the spill way gates inspected after this inspection and Director Lindsey answered that he does not believe that any additional inspections will be required for the remainder of the existing dam's life.

Council and Director Lindsey discussed that there have been repairs and improvements made in the past, but they were not adequately documented. Commissioner Proctor noted that inspection reports need to be well maintained and kept on file moving forward.

Commissioner Proctor expressed support for completing the inspection because it needs to be done.

Commissioner DiOrio noted that the original seals are still in place and recommended that the Town create a maintenance plan for the seals. Director Lindsey noted that staff completes internal inspections yearly and added that all inspections are being documented and complied in the CMS system.

Project Manager Dydula noted that Schnabel wrote a recommendation years ago that stated that the spill way inspection needed to be completed and that the Office of Dam Safety is aware of that recommendation.

Commissioner DiOrio asked how the inspection will be funded. Manager Perkins answered that funding will have to be taken out of the general fund because it is maintenance on the exiting dam and not related to the new dam which is way the dam reserve fund cannot be utilized.

It was concluded that Work Order 12 Task 2 will be on the regular meeting agenda in December for approval.

VII. REVIEW AND CONSIDER APPROVAL OF ANNUAL ADDENDUM TO COUNTY SERVICE DISTRICT CONTRACT

Fire Chief Dustin Waycaster explained that each year the Town receives an annual addendum to the County Service District Contract and summarized that the addendum typically addresses the County funds that go back into Town's general fund for the Town's emergency services provided outside of Town limits. Chief Waycaster noted that the area that the Town provides services to outside of Town limits is not large. Commissioner Doster asked how many calls the Lake Lure Fire Department typically responds to in that area and Chief Waycaster estimated about 10 per year. Council members expressed support for the proposed annual addendum. Chief Waycaster recommended voting on the annual addendum now, as it is time sensitive.

Commissioner Doster made a motion to approve the annual addendum to the County Service District Contract. Commissioner DiOrio seconded and all voted in favor.

VIII. DISCUSS PROCORE PROJECT MANAGEMENT SOFTWARE

Project Manager Dydula explained that he has been negotiating with sales representative and speaking to organizations that use Procore for project management software. Project Manager Dydula detailed that he was able to get the price dropped to a reasonable number and that Procore is one of the cheapest project management software. Project Manager Dydula noted that the price will be around \$16,000 for first year, and the Town will be billed on an annual basis based on use of the software. Project Manager Dydula noted that this is needed for the major projects and expressed that it is cheap compared to hiring an assistant. Commissioner Doster asked if there is an annual maintenance contract. Manager Perkins explained that the reason he wanted to speak about this is because it will be an annual cost based on work done and will be included in the annual budget moving forward. It was confirmed that it would only be a one year commitment and that the Town could cancel after this if it is not working efficiently. Commissioner Doster asked if other staff could use Procore and Project Manager Dydula said yes. Commissioner Doster noted that there should be a succession plan for this. Commissioner DiOrio asked that if possible, Project Manager Dydula should carve out a variant of the program of records that Council could see including changes and management plans. Project Manager Dydula noted that this would be a

major role and explained that there is a dashboard feature that could be accessed by Council members. Commissioner DiOrio noted the importance of keeping Council informed. Mayor Pritchett asked if this could be funded by any state or federal funds that the Town has been awarded for major projects. Manager Perkins answered that it would be more appropriate to use the general fund, but Project Manager Dydula will be working with Director Ford to make sure that all procurement and finance procedures are met. Mayor Pritchett noted that this will be helpful during the audit, as well. Project Manager Dydula noted that he will work closely with Director Ford to include financial aspect tracking. Council expressed support. Manager Perkins noted that there will be a budget amendment for the costs for Procore this year, but it would be an ongoing item on future budgets.

IX. REVIEW PROPOSED LABELLA TASK FOR WATER SYSTEM CONSOLIDATION

Director Lindsey explained that this Task is for combining all of the Town's water systems. Director Lindsey noted that the Town will need a pressure reducing valve when tied together. It was detailed that everyone in Town will have a backup with exception of about three or four residents that would require a booster pump. Commissioner Doster asked if Director Lindsey can do a PowerPoint slide to show these lines and wells to share with the public. Director Lindsey said they could draw up something for the wells and that this is already being worked on through the new GIS system. Manager Perkins noted that the Town may need to work with LaBella to make a graphic to present. Commissioner Proctor asked if there is a reservoir on Washburn Road on the downtown system and Director Lindsey said yes, it is the 80 reservoir and that there used to be a connection near Pool Creek that was disconnected at some point.

Director Lindsey explained that the Firefly Cove water system management plan was approved and that Firefly Cove can supply downtown after testing is completed, which means that the Town will no longer be depended on Chimney Rock Village for redundancy. It was noted that there are sufficient reservoirs for the town. Commissioner Proctor asked if there a practical way to rid of the Powers well in the long term future. Director Lindsey explained that the Powers well and 80 well are the top producers and the backbone to the water supply system. Commissioner DiOrio expressed that if the Island Creek well was fixed, it would more than be able to replace the powers well.

It was noted that this task will be on the regular meeting agenda in December for approval.

X. REVIEW RUBY-COLLINS AGREEMENT AMENDMENT 03

Project Manager Dydula explained that a couple of months ago LaBella and Ruby-Collins discussed the need to get a contract in place for design work for the next year. Project Manager Dydula noted that they want to start design work for next year during the drawdown. It was detailed that the overall number presented in Amendment 03 includes some work for this year and planning for next year. Commissioner DiOrio asked what section of the lake the prices are for and it was answered that they should cover Sunset Cove to the Wastewater Treatment Plant. Project Manager

Dydula noted that overall, the Town would be committed to the \$3.5 million. Commissioner DiOrio expressed that once locations for manholes are established, the Town can check with the property owners the better off we will be and it would be better to have it done sooner than later. Project Manager Dydula noted that he has been meeting with Sunset Cove homeowners and has been explaining that the Town does not have a formal design and does not know exactly where all sewer lines will be. Commissioner DiOrio noted that the more investment that the Town puts in now, the less will have to be done in the future. Commissioner DiOrio noted that in past discussions, it was noted that if a property owner wants to relocate a manhole, they have the option to invest into the system. Mayor Pritchett noted that these details were thoroughly discussed at the Sunset Cove property meeting. Project Manager Dydula noted that he has had all positive experiences with homeowners. Manager Perkins noted that this has needed to be done for a while and that the costs will help in asking for future funds because projections for existing funds and future needs will be more evident. Council expressed support.

XI. REVIEW DRAFT BUDGET AMENDMENTS FOR INTERNS

Manager Perkins noted that Council previously discussed interns for community development and town hall. Director Ford provided a draft budget amendment. Director Ford noted that this includes half of the costs for this year's interns and that the other half will be budgeted into the next fiscal year budget because the internships will take place during both this fiscal year and next fiscal year. Director Ford added that the budget amendment includes possible supplies that will be needed. Manager Perkins explained that he has been in contact with the planning department at Appalachian State University and that the Town plans to host either a senior or graduate level intern in planning. It was also explained that the Town Hall intern will be a graduate student from the Appalachian State University Master of Public Administration program. Manager Perkins mentioned that he will hold the first interview for the Town Hall internship on Thursday. It was concluded that the budget amendment for interns will be on the December regular meeting agenda for approval.

XII. DISCUSS FUTURE CAPITAL RESERVE FUND FOR WATER AND SEWER

Manager Perkins noted that at the last meeting, Council discussed the need to plan how SRF loans will be paid back. It was noted that the Town is using the remaining ARPA funds quickly and that the SRF funds will be exceeded throughout the sewer and WWTP replacement projects. Manager Perkins proposed establishing a capital reserve fund for the sewer system that will include an appropriation of \$400,000 each year until the goal total is met. Manager Perkins noted that the fund will be set aside and the Town will gain cash value for it. Manager Perkins explained that the Town will have present day value of a future debt service payment and that saving capital needs in today's dollars will prevent the Town from having to utilize the SRF fund as long as possible. It was noted that the capital reserve will be beneficial for accounting. Manager Perkins stated that the reserve fund would supplement SRF loan expenses. Commissioner DiOrio noted that his concern is if the inflow to the reserve will cover the burn rate to paying off the loan. Manager Perkins explained that reserve can be amended as needed. It was noted that there is not a good way to protect and segregate \$400,000 for the future and that inflation will need to be considered. Commissioner DiOrio expressed support. Commissioner Doster asked if an interest

will be drawn and Manager Perkins said yes. Manager Perkins concluded that he and Director Ford will work a proposal for establishing the capital reserve and reiterated that it will be beneficial for accounting and transparency.

XIII. DISCUSS DATES FOR THE 2024 TOWN COUNCIL PLANNING RETREAT

Council discussed possible dates for the 2024 planning retreat. It was determined that it will take place on January 18th at 8:30 a.m.

XIV. DISCUSS DECEMBER WORK SESSION AND ACTION MEETING DATE

It was explained that there was a possible typo on the 2023 meeting calendar that listed the December work session on the 19th, which is a Tuesday. Council came to a consensus to hold the December work session on December 20th since it is a Wednesday.

XV. REVIEW DRAFT 2024 TOWN COUNCIL AND MARINE COMMISSION MEETING SCHEDULES

Council reviewed the draft 2024 meeting schedules. There were no issues identified.

XVI. REVIEW DRAFT 2024 BUDGET CALENDAR

Director Ford explained that the 2024 budget calendar is similar to this year's calendar. Director Ford explained that this year's schedule was delayed due to the audit, but staff plans to begin the budget process for the FY 24-25 next month. Mayor Pritchett expressed that she would like the public hearing to be held sooner than later this year. Council expressed support for the proposed 2024 budget calendar.

XVII. CONTINUE DISCUSSION REGARDING PARKS AND RECREATION TRUST FUND (PARTF) / BOYS CAMP ROAD

Manager Perkins explained that the Town has been reviewing issues related to compliance with the PARTF grant for Boys Camp Road and working towards resolving them. Manager Perkins recommended moving directions and opting to pay back the money to regain compliance. Manager Perkins explained that the conversion process is extremely complicated, involves appraisals with time limits, and would include spending money on parks in the future that would need to be spent within 5 years of establishing it. Manager Perkins noted that re-payment is much simpler and would not include additional costs such as design of a new park plan. Manager Perkins noted that with a park plan is typically decide based on a location that is good place for a park, not just a piece of property that the Town is focusing on it needs to be invested in it for other reasons. Manager Perkins recommended that it is cleaner and easier to pay the money back. It was noted that the property would no longer be under PARTF requirements and could be used how the Town would like or it could be disposed of. Manager Perkins explained that if Council is in favor of his recommendation, staff can proceed with getting the appraisal done, but if Council would like to continue pursuing the conversion option then both

properties would need to be appraised within a certain amount of time. Council expressed support for Manager Perkins's recommendation.

Commissioner DiOrio noted that one caveat is that the Town needs a place for spoils and suggested that the Boys Camp property could be used for this function. Project Manager Dydula expressed that there is not enough room at the current spoils location for what the Town wants to accomplish.

There was consensus to pursue the re-payment option. Commissioner DiOrio asked how the Town will pay for the re-payment and Manager Perkins noted that funding will be determined following the appraisal of property, but that the Town will likely be required to be paid back at present day value.

XVIII. PROJECT MANAGER UPDATES

Project Manager Dydula provided the following updates:

The reservoir drain project has been going well. Director Lindsey's staff has been instrumental in helping. \$1.86 million of work has been completed according to latest payout which is about 24 to 25 percent completed. There has not been any major rain events. They are about 9 to 10 days ahead of current schedule. Morgan is starting the new sewer bypass next week. Project Manager Dydula reviewed change orders for design improvement for sewer location, old access road repair, and determining how to handle safety netting on the top. Project Manager Dydula asked if the DOT is aware that the reservoir drain project is taking place and Mayor Pritchett answered yes. Morgan Corporation has been good to work with. Commissioner DiOrio asked what the next big milestone is and Project Manager Dydula answered sewer line and temporary bypass, and identifying suitable bedrock.

Schnabel will be doing inspections on the dam in the near future.

There will be 3 to 4 work crews for various major projects in the Town during the drawdown.

Commissioner Doster asked about cameras at the dam. It was answered that Director Lindsey is working on procuring security cameras for dam, WWTP, and Town Hall. Project Manager Dydula expressed that he is questioning if the safety netting that was previously mentioned should be retracted each day. Commissioner Doster expressed that he thinks the cameras will be a deterrent for any issues at the dam.

Project Manager Dydula noted that state is in a good place with Town and dredging. Project Manager Dydula is going to call LaBella and speak with them about dredging associates. It was noted that the Town would like to go directly to LaBella if they can do what the Town is trying to accomplish with dredging. It was noted that the Town would like to get Tim Edwards's equipment cleaned up as soon as possible. Project Manager Dydula expressed concern with reimbursing Mr. Edwards for clean up by the end of the year.

Commissioner Proctor asked if there is a design drawing on the valve replacement and Project Manager Dydula said yes. Project Manager Dydula agreed to send the design drawing to Commissioner Proctor.

XIX. TOWN MANAGER UPDATES

Manager Perkins provided an update on the Chimney Rock Village Water Agreement. It was detailed that Chimney Rock is asking for proposals from private operators who would do what the Town is doing for their water system following the Town's proposed prices. Manager Perkins explained that Chimney Rock passed their resolution extending the current agreement. Commissioner Proctor noted that would be ideal if Chimney Rock would have a private company take over operations.

XX. ADJOURNMENT

Commissioner Bryant made a motion to adjourn. Commissioner Doster seconded and all voted in favor. The meeting was adjourned at 10:29 p.m.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Approval of Budget Amendment #360 for Town Hall and Community Development Internships

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: B
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Budget Amendment #360 is associated with two internship opportunities that the Town of Lake Lure will be offering. Both Administration at Town Hall and Community Development plan to host interns from the Appalachian State Master of Public Administration program and senior or graduate level Planning/GIS program. The total cost associated with the internships for this Fiscal Year is \$8,000.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #360 for Town Hall and Community Development Internships.

FUNDING SOURCE:

General Fund

ATTACHMENTS:

Budget Amendment #360 for Town Hall and Community Development Internships

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

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

Department: Administration and Community Development

Purpose: Funding for Internship Program (Two interns) related to Planning/GIS entry and Administration. Funding is for expenditures during this fiscal year related to compensation and initial setup costs.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
100-112	413000/493000		\$8,000 ½ split between departments	\$+8,000

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

Account Name: **Transfer From General Fund**
 Account Number: 10-398600
 Amount: **\$8,000**

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

 Finance Officer

 Date

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

Adopted this _____ day of _____, 2023.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Adoption of 2024 Town Council Meeting Schedule

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: C
Department: Administration
Contact: Olivia Stewman, Town Clerk
Presenter: Olivia Stewman, Town Clerk

BRIEF SUMMARY:

Town Council reviewed the proposed 2024 meeting schedule at the November work session and action meeting. Regular meetings will be held on the second Tuesday of each month at 5:00 p.m. Unless there is a holiday scheduling conflict, work session and action meetings will be held on the fourth Wednesday of each month at 8:30 a.m. The Council planning retreat will be held on January 18th at 8:30 a.m.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt the 2024 Town Council Meeting Schedule

ATTACHMENTS:

2024 Town Council Meeting Schedule

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

TOWN COUNCIL MEETING SCHEDULE FOR 2024

DATE	LOCATION	TIME	MEETING TYPE
January 9, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
January 18, 2024	Lake Lure Municipal Center	8:30 a.m.	Planning Retreat
January 24, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
February 13, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
February 28, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
March 12, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
March 27, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
April 9, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
April 24, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
May 14, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
May 22, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
June 11, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
June 26, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
July 9, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
July 24, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
August 13, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
August 28, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
September 10, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
September 25, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
October 8, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
October 23, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
November 12, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
November 20, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
December 10, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
December 18, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action

* Regular Town Council meetings are held on the 2nd Tuesday of each month.

* Work Session Meetings are held on the 4th Wednesday of each month except for November and December due to holiday conflicts.

* Town Council planning retreat held on TDB

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023

SUBJECT: Adoption of 2024 Budget Calendar

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: D
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Town Council reviewed the proposed 2024 budget calendar at the November work session and action meeting. The budget calendar will be adopted in accordance with North Carolina General Statutes.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt the 2024 Budget Calendar.

ATTACHMENTS:

2024 Budget Calendar

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

FISCAL YEAR 2024-2025 BUDGET CALENDAR

DEADLINE	TASK
December, 2023	<i>Pre-budet analysis and information sharing by Finance</i>
Last Week of January 2024	<i>Distribute FY 23-24 operational budget materials to department heads and key staff personnel. Also, Capital Improvement Program (CIP) also distributed for review and possible additions.</i>
March 1, 2024-March 25, 2024	<i>Departmental meetings with Finance (and Town Manager as necessary) to determine preliminary operational budget requests. Finance reviews with Town Manager. Draft recommended operational budget.</i>
Week of April 1, 2024 - April 22, 2024	<i>Budget sessions with staff, Manager and Finance continue. Revenue projections and estimates are generated. Final staff reviews and budget document editing. -CIP is finalized.</i>
Late April, 2024	<i>Revenue estimates finalized. County property tax value estimates due. Final Draft is completed</i>
May, 2024	<i>Town Manager presents FY 2023-24 budget to Council at regular monthly meeting Council reviews. Council work sessions are scheduled throughout the month for changes to be incorporated into final budget document.</i>
June, 2024	<i>Hold public hearing on proposed budget. Adoption of budget.</i>

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Amendment of the 2023 Town Council Meeting Schedule to Correct the Date of the December Work Session and Action Meeting

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: E
Department: Administration
Contact: Olivia Stewman, Town Clerk
Presenter: Olivia Stewman, Town Clerk

BRIEF SUMMARY:

There was a clerical error on the 2023 Town Council meeting schedule listing the December work session and action meeting as taking place on Tuesday, December 19th. The meeting will be held on Wednesday, December 20th. The time and location remain as originally posted.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To amend the 2023 Town Council Meeting Schedule to Correct the Date of the December Work Session and Action Meeting.

ATTACHMENTS:

Corrected 2023 Town Council Meeting Schedule

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

TOWN COUNCIL MEETING SCHEDULE FOR 2023

DATE	LOCATION	TIME	TYPE
January 10, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
January 11, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Planning Retreat
January 25, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
February 14, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
February 22, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
March 14, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
March 22, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
April 11, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
April 26, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
May 9, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
May 24, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
June 13, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
June 28, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
July 11, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
July 26, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
August 8, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
August 23, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
September 12, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
September 27, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
October 10, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
October 25, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session/Action Meeting
November 14, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
November 29, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session/Action Meeting
December 12, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
December 19 <u>20</u> , 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session/Action Meeting

* Regular Town Council meetings are held on the 2nd Tuesday of each month.

* Work Session Meetings are held on the 4th Wednesday of each month except for November and December due to holiday conflicts.

* Council planning retreat held on January 11th.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Approval of Budget Amendment #361 for Procore Project Management Software

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: F
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Budget Amendment #361 is associated with the procurement of Procore project management software. The total cost associated with Budget Amendment #361 is \$16,100.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #361 for Procore Project Management Software.

FUNDING SOURCE:

General Fund

ATTACHMENTS:

Budget Amendment #361 for Procore Project Management Software

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

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

Department: Administration

Purpose: The procurement of Procore project management software. The total cost associated with this purchase is \$16,100

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
691	413000		\$16,100	\$136,100

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

Account Name: **Transfer From General Fund**
 Account Number: 10-398600
 Amount: **\$16,100**

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

 Finance Officer

 Date

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

Adopted this _____ day of _____, 2023.

X

UNFINISHED

BUSINESS

- A. Consideration of Proposals for the Lease of the 2654 Memorial Highway (Former ABC Store Property)
- B. Ordinance No. 23-12-12A Amending Code of Ordinances Chapter 4 (“Animals”) to Allow Chickens

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Consideration of Proposals for the Lease of the 2654 Memorial Highway
(Former ABC Store Property)

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town Council has been in the process of reviewing proposals for the lease of 2654 Memorial Highway. There are two proposals remaining including a proposal from Wade Oppliger / Paul & Cara Brock / Leslie Rowland and a proposal from Lake Lure Tours, INC / KML Investments, LLC. Town Council will consider taking action to move forward with negotiations with a proposer.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To authorize negotiations with _____ for the lease of 2654 Memorial Highway.

ATTACHMENTS:

Revised Proposal from Lake Lure Tours, INC / KML Investments, LLC; Revised Proposal from Wade Oppliger / Paul & Cara Brock / Leslie Rowland; Proposal Comparison Chart

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

LAKE LURE TOURS, INC
KML INVESTMENTS, LLC

P.O. BOX 10043

FLEMING ISLAND, FL 32006

(Revised November 20 , 2023)

**A Revised, Best-and-Final PROPOSAL for lease of 2654 Memorial Highway,
also known as FORMER ABC STORE building and its traditional parking spaces.**

Whereas Lake Lure Tours, Inc. has submitted (and hereby rescinds) three prior proposals for the leasing 2654 Memorial Highway, Rutherford County GIS PIN # 0632878422 / Parcel #1616937 AND Parcel #1616938, 2662 Memorial Highway (the more recent of which dated October 20, 2023); this proposal of November 20, 2023 is our best-and-final proposal for leasing the former ABC Store building and its parking, including our proposed use of the former ABC Store building as an Outdoor Store (in coordination with our teaming partner, Tim Edwards).

Leased Property Exclusions, Inclusions, and a Request

This proposal, for lease and operation of the former ABC Store building and its traditional and adjacent paved parking, excludes Pool Creek Picnic Park "Green Space;" a four-slip Town-owned dockage tethered at that "Green Space;" Chimney Rock Baptist Chapel site; ToLL's Police and Public Works dockages; the incidental dry-land storage adjacent to LLPD Dockage area; and the current unpaved, gravel and grass approach to the ToLL docks. However, our proposal includes our shared, as-needed, "first come-first served," use of all paved parking south to north between Pool Creek Picnic Park and the chapel, and east to west between former ABC Store's head-in parking spaces and non-motorized launch area with patrons of the outdoor store; users of the Pool Creek Picnic Park; attendees of Chimney Rock Baptist Church services (Sunday mornings); and vehicles and trailers belonging to users of the non-motorized launch area, only. Hence, we respectfully request the assistance of the Town (as parking area owner) and LLPD in ensuring that all of the site's paved parking be reserved for and available for use by the above, on-property entities, exclusively.

Our Proposal

Lake Lure Tours, Inc. hereby proposes to lease the ABC Building and its traditional eleven parking spaces at the rate of \$4,500/per month, under an initial two-year lease term with up to four, 2-year renewal terms, but in no case to exceed a total of 10 years, with any renewals solely at Lake Lure Tours, Inc. and or KML Investments, LLC option.

Respectfully submitted,
LAKE LURE TOURS, INC.
KML INVESTMENTS, INC.


George Wittmer

November 1, 2023

To: Hank Perkins, Town Manager-Lake Lure, NC
From: Wade Oppliger & Leslie Rowland (Lake Lure Rowing Club)
Paul & Cara Brock (Lured Market & Grill, Lured On-The-Fly, Sunken Buffalo)
RE: LOI-Lake Lure Building Lease Question (Revised 10.20.23)

Good day Mr. Perkins,

We present to the Town of Lake Lure our proposal to lease of the building at 2654 Memorial Highway and to formalize the Town's allowance for the Lake Lure Rowing Club operations at the adjacent town property.

We are offering: \$4000.00/month for the building plus a 15% concession agreement payment for revenue generated via our rowing operations and rentals, paid to the town monthly.

Lease term commences on January 1, 2024 with rent payment commencement on April 1, 2024 or earlier, at lessees' discretion based on build-out completion.

Term of the lease we request is 5-year plus one 5-year option. We anticipate cost of living increase for the building rent. We also request a first right of refusal at the end the ten-year period.

Structural improvements to the building become Town property with the exception of fixtures and lighting.

Lake Lure Rowing retains ownership of movable, floating docks that may be used during term of the lease. Permanent docks, dock improvements and boathouse structures will remain on site and will become property of the Town at the end of the final lease term.

We have reviewed the site with Mike Williams and discussed our plans. Based on that meeting, please find our following requests.

1. We would like the Town to build a deck on the backside of the building. This addition will enhance our planned use of the building and will increase the value and future appeal of the property. Dimensions to be finalized on Mike Williams full review of any pertinent set-backs.
2. We would like the Town to add three to four additional parking spaces adjacent to the current side-building parking. Council mentioned the potential for this allowance at the work session on 10.25.23. We reviewed the understood location with Mike Williams.
3. Upon consideration and approval by the appropriate Town boards, we ask the Town to allow cover-structures to be placed (or built) to function as boathouses for the Lake Lure Rowing sculls, equipment and rental craft, protecting and facilitating a neat/kept presentation of the equipment. These historical structures are open on three sides, measure approximately 24' x 19' over a slanted back to front angled roofline. Currently, the historical structures are 11'6" tall at the roof peak, we expect to add an 18-24" footer to increase the interior height by the same amount, increasing usability of the structures. They will be placed side-to-side creating a 96' x 19' footprint.
4. To facilitate better access to Lake Lure by non-motorized craft, we request the following—pending approval by the appropriate Town boards;
 - a. The Town cut horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.
 - b. Town allows Lake Lure Rowing to repurpose and use the existing boat slips/dock to the north of the Town boathouse. Lowering them to appropriate level for non-motorized access (approximately 8" above the full pond lake height) using the existing posts
 - c. Lake Lure Rowing granted approval to build a 65'(l) x 10'(w) x 8"(h) dock for rowing shell launch and landing. (Eight-oar boats are 57' in length, 65' will allow shallow shoreline water avoidance and the

ability for all 9 crew members to enter or exit the boat simultaneously. Such a dock is a significant selling feature to attract visiting crews to Lake Lure.

After our review of the interior space and subsequent consultation with Mike Williams, we plan to proceed with updates and possible alteration of the interior space of the building to best accommodate our business model. We understand and accept the financial responsibility for any changes.

Dimensions of the outside deck addition can be discussed respecting any restrictions illustrated by Mike Williams—but the expectation would be for the deck to be of a size to provide comfortable, functional space for customers to enjoy food and drink while enjoying the views.

Complementing our curated assortment of water-focused, outdoor gear will be an offering of healthy, high energy/protein food and drink. We will focus on convenient, high-quality food and beverages for guests and residents alike.

We plan on greatly adding to the current offering of Lured Market, creating a full-service, local market carrying:

- * a complete assortment of meats, cheeses, gourmet canned foods, pastas, ingredients, sauces, and ready-to-eat gourmet meals and grab-and-go sandwiches prepared by the Lured Grill staff
- * carry fresh Carolina seafood, local beef, poultry, pork and eggs and in-season, fresh produce.
- * a line local bread, baked goods and pastries
- * we'll continue to carry an expanded sundries and basic household and vacation rental necessities
- * we plan to add to our local art and hand-crafted goods.
- * we will introduce a wine shop expanding greatly our already curated wine selection and offering wine education classes and tastings on a regular basis
- * we will also add an even broader retail selection of local and domestic beer, hard cider and seltzers.

Brand new will be a full gourmet coffee shop with hot and cold coffee drinks, espresso, etc. a service many Lake Lure residents have been requesting the past four years. Additionally, we will offer smoothies, fresh juices and a presentation of healthy, high-energy snacks and drinks. Overall, we believe an expanded Lured Market can better serve our local community as well as our visitors with a broader selection of quality food, drink and merchandise while creating a great starting point for the day's activity planning and a great spot to wind down.

Rowing & Non-motorized Watercraft Activity Center (15% Concession contribution to Town, paid monthly)

Requests listed above. As revenue allows, we will propose adding a floating dock (Connect-a-dock or similar) that would run along some of the shoreline from the current boathouse, south to the existing non-motorized craft boat ramp. This addition will facilitate additional water activity access from the current park area.

We will provide boat/water activity safety and Lake Lure rules to all renters and have information available in the Lured shop and at the location where watercraft are rented, leveraging the opportunity provided by the consolidation of non-motorized access to Lake Lure.

We will add a rowing/watercraft rental component based at this location. Beginning Spring 2024 (after the lake has returned to full pond) we intend to start with 6-10 row boards. Estimates can increase if we are allowed more types of watercraft to rent.

Monthly revenue at start up (and through the 2024 season) will be \$2400.00/month.**

(**this is accretive revenue—not transferred revenue accomplished by the move from the beach to this area)

Events, activities and guide services will contribute to the concession agreement paid to the Town of Lake Lure.

Monthly revenue at start up. \$400.00/month.

Having a boathouse and rowing dock access will also benefit Lake Lure by having facilities to host additional college and prep rowing teams in the future. I am researching use fees for other locations—but in addition to the economic benefit

provided by schools and teams visiting Lake Lure through hotel stays, food and such, I believe modest fees are paid for use of the local rowing club's facilities.

Potential revenue \$250-\$500/team for use of our facilities + lodging/food/local transport and general needs.

Re-capping concession revenue estimates for year one of operations:

Juniors Rowing	\$800.00/month
Rowing craft rentals	\$24000.00/month
Events/Guide Services	\$TBD
At large rowing based events:	\$TBD
2024 Monthly Estimated Rev:	\$3200.00/month (\$38,400.00/year)
15% to Town of Lake Lure:	\$480.00/month (\$5760.00/year)

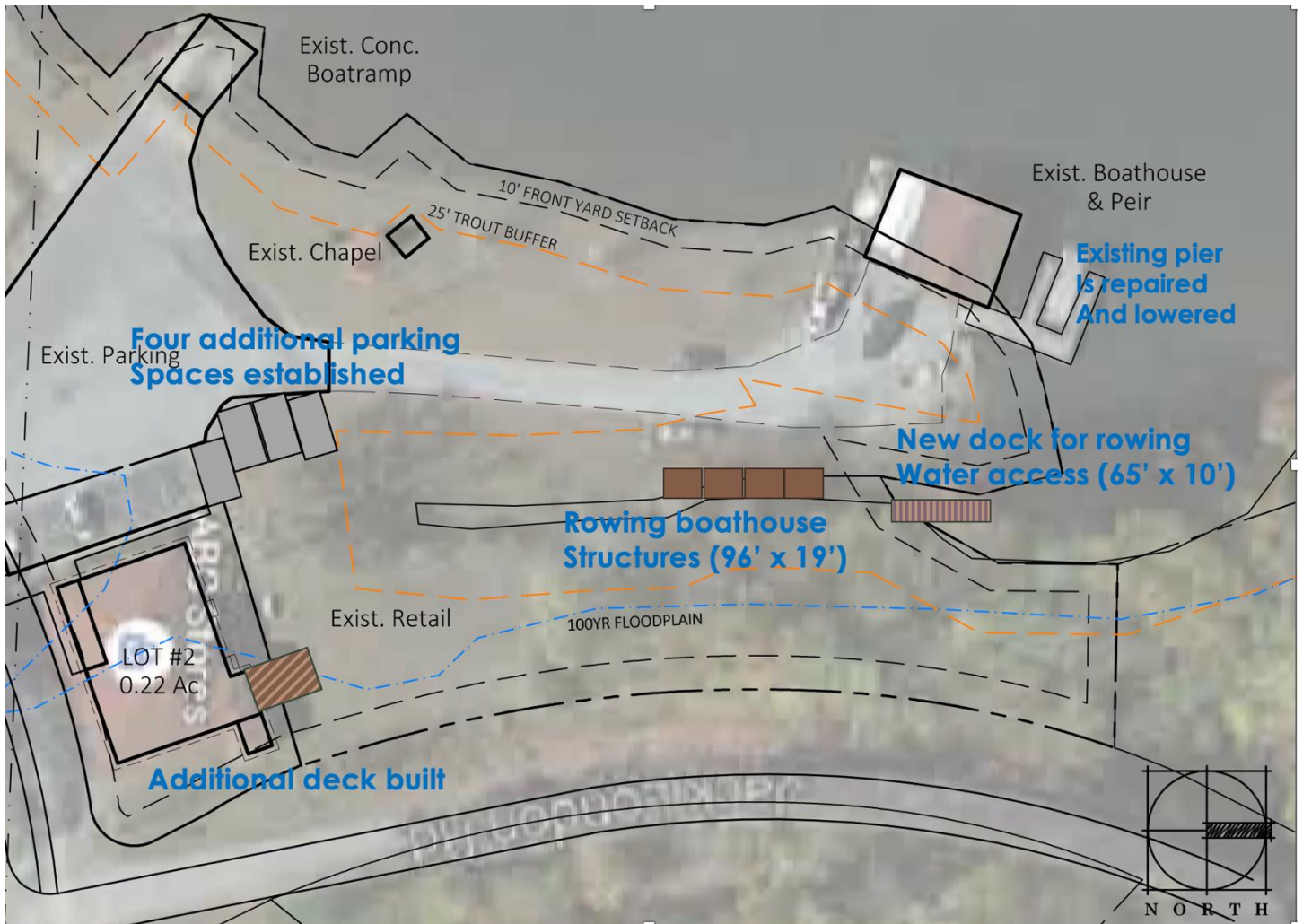
Annual growth estimated at 25% over the next four years:

Year	Revenue	Concession Payments
2025	\$48,000.00	\$7,200.00
2026	\$60,000.00	\$9,000.00
2027	\$75,000.00	\$11,250.00
2028	\$93,750.00	\$14,062.50

Thank you for your consideration. We are available for any questions or clarifications.

Wade

Wade Oppliger, Managing Partner
Leslie Rowland, Financial Partner
Paul & Cara Brock, Financial and Managing Partners



Lease Proposals for Former ABC Store Property

Proposer(s)	Lake Lure Tours	Wade Oppliger & Leslie Rowland (Lake Lure Rowing Club), Paul & Cara Brock (Lured Market, Sunken Buffalo, On-the Fly), Leslie Rowland (WNC Outdoor Collective)
Brief Description	Outdoors Store	Lake Lure Outdoor Collective, Local Market, Coffee Shop, Rowing & Non-motorized Activity Center
Rent	\$4,500/Month	\$4000/Month
Upfits - Town Costs	Possible parking signage (requested)	Construction of a deck on the back side of the building, three to four additional parking spaces; cutting of horizontal grooves into the existing concrete boat ramp
Upfits - Proposer Costs	Any upfits necessary for conducting proposed business, maintenance	Updates and possible alteration of the interior space of the building, construction of additional docks
Concession Agreement	No concession agreement required	15% Concession for revenue generated via gym operations and rowing rentals, paid monthly
Term	Two-year term with up to four 2-year renewal terms	5-year term with one 5-year option
Areas of Proposed Use	Former ABC Store Building and Paved Parking	Former ABC Store Building, Docks and Non-Motorized Ramp, Adjacent Property

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Ordinance No. 23-12-12A Amending Code of Ordinances Chapter 4 (“Animals”) to Allow Chickens

AGENDA INFORMATION:

Agenda Location: Unfinished Business
Item Number: B
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Town Council has been in the process of reviewing possible changes to Code of Ordinances Chapter 4 (“Animals”) to allow chickens in Town limits. After thorough review, it was determined that Town Council will consider whether or not to adopt the changes detailed within Ordinance No. 23-12-12A.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt/reject Ordinance No. 23-12-12A Amending Code of Ordinances Chapter 4 (“Animals”) to Allow Chickens

ATTACHMENTS:

Ordinance No. 23-12-12A Amending Code of Ordinances Chapter 4 (“Animals”) to Allow Chickens

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends either no change to Chapter 4 (“Animals”) or, if Town Council determines chickens should be allowed within town limits, there should be restrictive buffer set between bodies of water, properties, and residencies.

ORDINANCE NUMBER 23-12-12A

AN ORDINANCE AMENDING THE TOWN OF LAKE LURE CODE OF ORDINANCES, CHAPTER 4 (“ANIMALS”) TO ALLOW CHICKENS

WHEREAS, the Town of Lake Lure establishes regulations in regard to animals within Town limits; and

WHEREAS, a proposal was submitted to the Town by a resident who asked that the keeping of chickens be authorized within Town limits; and

WHEREAS, members of the public had the opportunity to speak on the matter at the Zoning and Planning Board meeting and at a Town Council work session and action meeting; and

WHEREAS, the Zoning and Planning Board has reviewed possible changes to Chapter 4 (“Animals”) and provided recommendations to Council; and

WHEREAS, Town Council has thoroughly reviewed the Zoning and Planning Board recommendations and possible amendments to Chapter 4.

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.

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

SECTION ONE. The following definitions are hereby added to or amended in Chapter 4 (“Animals”), Section 4-1 (“Definitions”):

Chicken coop means a protective indoor space where chicken hens are kept.

Chicken run means a fully enclosed area where chicken hens may move freely in the open.

Free range means permitting livestock to graze, forage for food or otherwise roam freely outdoors as opposed to being confined within an enclosure.

Hen means a female chicken.

Proper enclosure when used in reference to dogs means a building or other structure from which a dog cannot escape, or an outside area enclosed by a fence at least six feet in height secured to the ground in a manner so that a dog cannot escape.

SECTION TWO. Chapter 4 (“Animals”), Section 4-3 (“Livestock”) is hereby amended as follows:

- (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.

- (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 fee to be in compliance with this section of the Code of Ordinances.
- (d) 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.
- (e) Violations. In any event, if any horse, pony 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 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.

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

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

READ, APPROVED, AND ADOPTED this _____ day of _____, 2023.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

XI

NEW BUSINESS

- A. Approval of Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections
- B. Approval LaBella Task for Water System Consolidation
- C. Approval of Ruby-Collins Agreement Amendment 03
- D. Ordinance No. 23-12-12B Establishing a Capital Reserve Fund for Sewer
- E. Budget Amendment #362 for Capital Reserve Fund for Sewer
- F. Budget Amendment #363 for Public Safety Radios
- G. Discuss Lead Service Line Loan Application

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023

SUBJECT: Approval of Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Public Services
Contact: Dean Lindsey, Public Services Director
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

Town Council approved Work Order 12 Task 1 for the engineering services for the dam inspection during the November regular meeting and there was consensus to revisit Task 2 at a later date. Town Council revisited Task 2, which is for the engineering services for the spillway gate inspection, during the November work session and action meeting. At this time, Council reviewed comments from Schnabel Engineering and determined that it is necessary to proceed with inspections of the spillway gates. The total cost associated with Task 2 is \$73,813.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections.

ATTACHMENTS:

Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

October 9, 2023

Mr. Dean Lindsey
Public Works Director
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: Work Order No. 12, Proposal for Professional Engineering Services for Dam and Spillway Gate Inspections at Lake Lure Dam, Lake Lure, North Carolina (Schnabel Reference 18C21024.08P)

Dear Mr. Lindsey:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this proposal to provide professional engineering services for the dam and spillway gate inspections at Lake Lure Dam. This proposal has been prepared in response to our discussions in May and June 2023.

1.0 BACKGROUND

Lake Lure Dam and its associated impoundment are owned and operated by the Town of Lake Lure, NC, (Town) and serve as the centerpiece of the community. The dam is a concrete multiple-arch buttress dam with a maximum height of about 124 feet. The dam also includes a gated concrete gravity spillway and an intake tower and penstock that supply water to a hydroelectric generating station located immediately downstream of the dam. The dam was designed by Mees and Mees of Charlotte, NC, and construction was completed in September 1926. Lake Lure Dam is regulated by the North Carolina Department of Environmental Quality (NC DEQ) Division of Dam Safety as a very large, high hazard potential structure.

Schnabel performed a condition assessment of Lake Lure Dam which included a visual inspection of the dam and appurtenances and an underwater investigation of the dam (among other services). These investigations were performed during the months of October and November 2018. The results of these inspections are presented in our Condition Assessment Summary Report (Schnabel, 2019).

Based on the results of this condition assessment, Lake Lure Dam is in overall fair condition considering its age. However, there are several items that warrant repair, monitoring, and/or additional investigation or assessment. In addition, the dam does not meet NC DEQ Dam Safety requirements for hydraulic capacity and structural stability under seismic loading conditions. The concrete gravity gated spillway sections also do not meet global stability requirements for the load cases analyzed, and there is no functional reservoir drain. The results of our distanced visual inspection of the gates also revealed several potential issues with the spillway gates that warrant additional evaluation.

NC DEQ performed a visual inspection of Lake Lure Dam on March 30, 2023, and issued a Notice of Deficiency (NOD) letter to the Town on April 11, 2023. This NOD reiterated the need to address several previous recommendations from the 2017 NC DEQ Notice of Inspection letter and Schnabel's 2018 Visual Inspection Report. On behalf of the Town, Schnabel provided a response to the NOD to NC DEQ indicating that the Town would be retaining Schnabel to perform an updated visual inspection of the dam and provide updates to the previous recommendations, as needed, based on the results of that inspection. In addition, based on previous recommendations from Schnabel, the Town has requested that Schnabel also provide an updated scope of services to perform a hands-on inspection of the spillway gates. These services will be performed under the supervision of an experienced professional engineer licensed in the State of North Carolina.

2.0 SCOPE OF SERVICES

Task 01 – Dam Inspection

Schnabel will visit the site to perform a visual inspection of the dam. The visual inspection will be performed by a licensed professional engineer and an additional representative from Schnabel. The scope of this visual inspection will be similar to the visual inspection performed by Schnabel in 2018. The visual inspection will be limited to the exposed portions of the dam, spillway, powerhouse, bridge, and abutments. The visual inspection will include photo-documentation of the condition of the dam in each bay, including seepage/leakage, concrete condition (i.e., spalls, cracks, potential alkali-silica reactivity, etc.), and other conditions/deficiencies observed.

If acceptable to the Town, we will supplement our visual inspection by collecting additional photos and/or video using a small Unmanned Aerial Vehicle (sUAS or drone). The sUAS would be used to inspect areas with difficult access (e.g., downstream face of dam, left sidewall, spillway). The sUAS would be remotely piloted by a Schnabel representative who has a Federal Aviation Administration Small Unmanned Aircraft System (UAS) Remote Pilot Certificate and North Carolina Department of Transportation UAS Commercial Operator Permit. The sUAS inspection will be performed in accordance with FAA requirements.

The deliverable for this task will consist of a report summarizing the results of our visual inspection. The report will include updates, as applicable, to the observations and recommendations included in our 2018 Visual Inspection Report and the 2023 Notice of Deficiency letter from NC DEQ. The report will include select photographs taken during our inspection and a completed visual inspection checklist. We will provide a draft copy of our visual inspection report to the Town for review in digital (PDF) format and address comments received. The final version of the report will be provided to Town and NC DEQ in digital (PDF) format. We will participate in up to two conference calls with the Town and NC DEQ to discuss our inspection observations and associated recommendations.

Task 02 – Spillway Gate Inspection

We will perform a hands-on structural inspection of the spillway gates to determine their condition and to assist in the development of any future required structural analysis or gate repair design.

Prior to our inspection, we will prepare a Gate Inspection Work Plan, which will address access considerations and safety provisions, and include an inspection checklist. The Work Plan will also include reference sketches for the existing gates based on available information.

The gate inspection team leader will be a licensed professional engineer with expertise in the fields of structural and mechanical engineering and will be responsible for supervising and coordinating with field personnel. We have budgeted for the team leader to be onsite for one full day during the gate inspection. Other team members will include a Schnabel representative, acting as the on-site notetaker for the duration of the inspection, and two Society of Professional Rope Access Technicians (SPRAT) certified technicians from Schnabel's subcontractor, Extreme Access Inc.

Each gate shall be locked out/tagged out (temporarily taken out of operation) by the Town prior to inspection. Our inspection team will establish fall protection and/or rope access to the downstream side of the three spillway gates and the trash gate. The team will inspect the downstream side of the gates to the extent visible and document conditions of the members, connections between members, the gate bearings, the trunnion anchorages, and the condition of the adjacent concrete piers and ogee gravity section at the floor of the gates. Gate leaks or debris on the gates may limit the inspection of some members, but removal of debris, including vegetation, is not included in the scope of this inspection. In areas where significant steel section loss is noted, we will perform thickness measurements. We will measure the thickness of the steel skin plate at multiple locations from the downstream side of the gate using an ultrasonic thickness gauge. Historical drawings for the spillway gates are incomplete, so we will field verify members shown on the historical drawings and measure typical member sizes on one typical spillway gate. Member sizes can be used for reference on future work, including any repairs or structural analysis of the gates. We will also review the general condition of the gate hoists. If the Town will allow a test gate operation, we will document the amperage draws on the hoists and compare with any available historical data provided by the Town. We have assumed the gates will be test operated a minimum of six inches and then closed by the Town. If a test gate operation is not possible at the time of the inspection, these amperage readings may be provided by the Town separately.

We have assumed that the inspection of the three spillway gates and the trash gate will take up to three consecutive days to complete under a single mobilization.

Following the inspection, we will provide a spillway gate inspection report detailing our findings, including photo documentation of the inspections. The report will include sufficient details and measurements to be used for potential future structural analysis and design of repairs. We will provide a draft copy of our report to the Town for review in digital (PDF) format and address comments received. The final version of the report will be provided to Town and NC DEQ in digital (PDF) format. We will participate in up to one additional conference call (beyond those described under Task 01 above) with the Town and NC DEQ to discuss our inspection observations and associated recommendations.

3.0 EXCLUSIONS

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

- Infrared scanning of the dam to evaluate areas of leakage.

- Standby time due to inability to access the gates (e.g., gate flood operations), cancellations, and/or postponements after mutual agreement between Town and Schnabel for schedule of the field work for the gate inspection.
- Lead paint testing, abatement, or removal.
- Cleaning or removal of vegetation or debris from the gates.
- Intrusive investigations of the dam (e.g., concrete coring) and materials testing.
- Underwater inspection.
- Structural analysis of the spillway gates.
- Design services.
- Attendance at meetings, other than the conference calls described above.

4.0 PROJECT FEES

Our fees are summarized below and are for the specific scope of services detailed herein. A detailed breakdown of these fees is included as Attachment 1. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

Task	Lump Sum Fees		
	Schnabel	Subcontractor	Total
Task 01 – Dam Inspection	\$26,217	\$0	\$26,217
Task 02 – Spillway Gate Inspection	\$37,733	\$36,080	\$73,813
Total:	\$63,950	\$36,080	\$100,030

5.0 SCHEDULE

We will begin planning for the inspections upon receipt of notice-to-proceed (NTP) from the Town. We anticipate performing the dam inspection within about 4 weeks from NTP. Scheduling of the spillway gate inspection will be dependent on when NTP is issued and Extreme Access Inc.’s availability at that time. We will schedule the gate inspection as soon as reasonably possible for a day and time mutually agreeable to Schnabel, Extreme Access Inc., and the Town. We plan on providing draft inspection reports within 6 to 8 weeks of completion of the inspections.

6.0 PAYMENTS

Invoices will be submitted monthly as a percentage of completion of the lump sum fee. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 3).

7.0 GENERAL

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

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

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



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

BFS:JMP:CMJ

Attachments:

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

This work order proposal is:

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

ITEM	PRINCIPAL (11)	ASSOC. ENG. (31)	SENIOR ENG. (41)	PROJECT ENG. (51)	SR. STAFF ENG. (61)	CLERICAL / ADMIN (95)	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST	TRAVEL AND LIVING			Subtotal Travel Expense	Subtotal Travel Mileage	TOTAL ALL TRAVEL & LIVING COSTS	SUBCONTRACT	TOTAL OTHER SUB COSTS (521.03)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS							
	Pittman	Johnson	Khodaie, Duke	Stepek	Franklin	Sherwood, J. Smith			Hotel	Meals and Incidentals	Mileage	(531.14)	(531.10)							with	Extreme Access	with markups	with markups	Cost	Cost	Cost
	2023 Greensboro Rates UNIT or COST as shown in column heading	\$ 303	\$ 244	\$ 205	\$ 177	\$ 157			\$ 84	\$ 98.00	\$ 59.00	\$ 0.655	10%							10%	10%	Input \$ Below	10%	Cost	markup	Cost
	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR		Day	Day	Mile	markup	markup	markup	Cost	Cost	Cost	Cost								
Task 01 - Dam Inspection	8.0	34.0	72.0	-	-	2.0	116.00	\$ 25,648.00	2.0	2.0	310.0	\$ 345.40	\$ 223.36	\$ 568.76	-	\$ -	\$ 568.76	\$ -	\$ 26,216.76							
Inspection Planning (Doc Review and Form Prep)		6.0	8.0				14.00	\$ 3,104.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 3,104.00							
Inspection Field Work (1, 8 hr day + travel)		14.0	14.0				28.00	\$ 6,286.00	2.0	2.0	310.0	\$ 345.40	\$ 223.36	\$ 568.76		\$ -	\$ 568.76	\$ -	\$ 6,854.76							
Draft Inspection Report		8.0	40.0				48.00	\$ 10,152.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 10,152.00							
Final Inspection Report		4.0	8.0			2.0	14.00	\$ 2,784.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,784.00							
Meetings with Town and DEQ (Two 1-hr calls)		2.0	2.0				4.00	\$ 898.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 898.00							
Review and QA	2.0						2.00	\$ 606.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 606.00							
Project Management	6.0						6.00	\$ 1,818.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,818.00							
Task 02 - Spillway Gate Inspection	8.0	9.0	49.0	-	137.0	2.0	205.00	\$ 36,342.00	5.0	5.0	732.0	\$ 863.50	\$ 527.41	\$ 1,390.91	32,800.0	\$ 36,080.00	\$ 1,390.91	\$ 36,080.00	\$ 73,812.91							
Inspection Planning (Drawing, Form, and Work Plan Prep)			8.0		16.0		24.00	\$ 4,152.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 4,152.00							
Inspection Field Work (3, 8 hr days + travel)		4.0	20.0		32.0		56.00	\$ 10,100.00	5.0	5.0	732.0	\$ 863.50	\$ 527.41	\$ 1,390.91	32,800.0	\$ 36,080.00	\$ 1,390.91	\$ 36,080.00	\$ 47,570.91							
Meetings with Town and DEQ (One 1-hr call)		1.0	1.0		1.0		3.00	\$ 606.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 606.00							
Draft Gate Inspection Report			16.0		80.0		96.00	\$ 15,840.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 15,840.00							
Final Gate Inspection Report			4.0		8.0	2.0	14.00	\$ 2,244.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,244.00							
Review and QA	2.0	4.0					6.00	\$ 1,582.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,582.00							
Project Management	6.0						6.00	\$ 1,818.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,818.00							
QUANTITY	16.0	43.0	121.0	-	137.0	4.0	321.00		7.0	7.0	1,042.0															
TOTAL COST	\$ 4,848.00	\$ 10,492.00	\$ 24,805.00	\$ -	\$ 21,509.00	\$ 336.00		\$ 61,990.00	\$ 686.00	\$ 413.00	\$ 682.51	\$ 1,208.90	\$ 750.76	\$ 1,959.66	\$ 32,800.00	\$ 36,080.00	\$ 1,959.66	\$ 36,080.00	\$ 100,029.66							

SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA
Effective until December 31, 2023

Senior Consultant	\$307.00/hr
Principal	303.00/hr
Senior Associate	275.00/hr
Associate	244.00/hr
Senior Engineer/Scientist	205.00/hr
Project Engineer/Scientist	177.00/hr
Construction Resident Engineer/Resident Project Representative	177.00/hr
Senior Staff Engineer/Scientist/Technologist	157.00/hr
Staff Engineer/Scientist/Technologist	136.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	129.00/hr
Senior Technician I (see note 4)	109.00/hr
Technician III (see note 4)	95.00/hr
Technician II (see note 4)	79.00/hr
Technician I (see note 4)	70.00/hr
CADD III	145.00/hr
CADD II	131.00/hr
CADD I	110.00/hr
Clerical/Admin	84.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase on January 1, 2024 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics – All Urban Consumers – U.S. City Average.

PROFESSIONAL SERVICES AGREEMENT

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

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

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

1. SCOPE OF SERVICES/COMPENSATION.

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

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

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

3. ENTIRE AGREEMENT.

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

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

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

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

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

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

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

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

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

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

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

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

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

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

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

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

8. ASSIGNMENT, SUBCONTRACTING.

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

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

9. TERMINATION, SUSPENSION.

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

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

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

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

10. ALLOCATION OF RISK.

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

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

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

11. INSURANCE.

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

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

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

12. INDEMNIFICATION.

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

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

13. INVOICES, PAYMENTS.

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

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

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

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

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

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

15. DISPUTE RESOLUTION.

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

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

16. FORCE MAJEURE.

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

17. SEVERABILITY.

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

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

CONSULTANT:

Schnabel Engineering South, PC

By: [Signature]

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: [Signature]

Name: Kurtis J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Approval LaBella Task 17 for Water System Consolidation

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Public Services
Contact: Dean Lindsey, Public Services Director
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

LaBella Associates has submitted a proposed task 17 for Water System Consolidation. The Town's water system currently consists of three somewhat separate zones – (1) Firefly Cove served by one well (soon to be two) and a storage reservoir; (2) the central 'downtown' area served by the 'Powers' well; and (3) the '80' system served by the 'Woody' and '80' wells, and storage reservoirs including 'Island Creek' and another at the '80' well. Because the downtown area is not able to be served by either of the other two systems and itself has only one well and no reservoir, the Town relies on Chimney Rock Village for redundancy. The Town wishes to consolidate the systems such that they can collectively support each other and in particular, the downtown system so that the dependency on Chimney Rock Village is eliminated. The Scope for the task includes data collection, design, permitting, and construction assistance. The lump sum associated with the task is \$10,600. Town Council reviewed this task at the November work session and action meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve LaBella Task 17 for Water System Consolidation

ATTACHMENTS:

LaBella Task 17 for Water System Consolidation

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

April 20, 2023

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

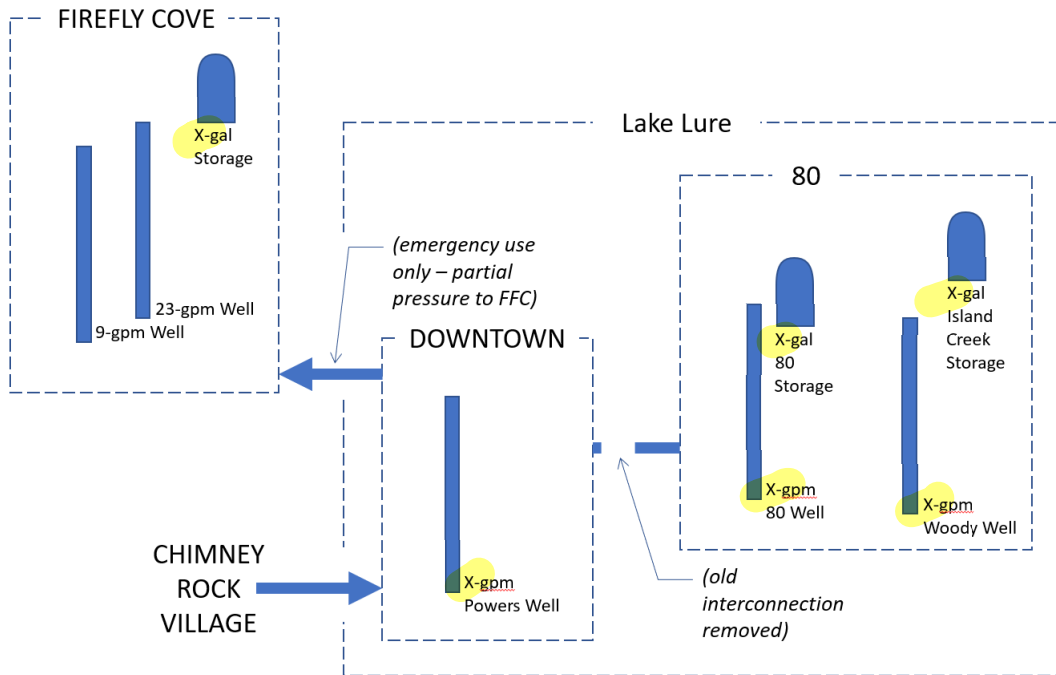
**SUBJECT: Lake Lure On-Call Professional Services
Task 17 - Water System Consolidation**

Dear Mike and Dean:

LaBella Associates appreciates the opportunity to continue to work with the Town of Lake Lure (Town). We hope to continue the ongoing relationship as we work with you through your various engineering needs. We have previously provided an engineering services agreement (Contract), and this work would be performed under that agreement. This proposal letter provides a scope of work and budget to provide the Task 17 deliverables as described below.

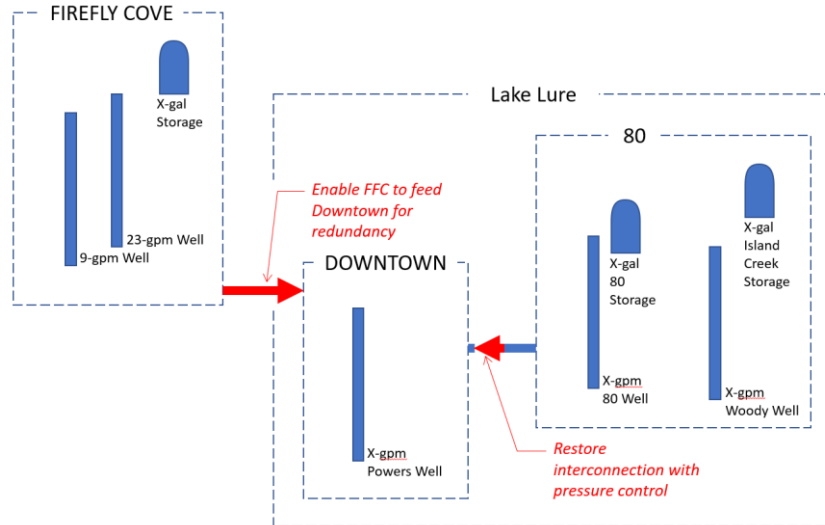
Overview

The Town's water system currently consists of three somewhat separate zones – (1) Firefly Cove served by one well (soon to be two) and a storage reservoir; (2) the central 'downtown' area served by the 'Powers' well; and (3) the '80' system served by the 'Woody' and '80' wells, and storage reservoirs including 'Island Creek' and another at the '80' well. This configuration is schematically shown below:



Because the downtown area is not able to be served by either of the other two systems and itself has only one well and no reservoir, the Town relies on Chimney Rock Village for redundancy. The Town wishes to consolidate the systems such that they can collectively support each other and in particular, the downtown system so that the dependency on Chimney Rock Village is eliminated.

The completed work will result in reconfiguration, illustrated schematically below (alterations in red):



Scope

Specifically, the proposed Work will consist of the following:

- Data Collection
 - LaBella will review information provided by the Town and vendors to identify appropriate control valve devices suitable for interconnecting the systems with the functionality sought by the Town. No survey is included, but elevation / pressure data is required and assumed available from the Town.
- Design
 - LaBella will prepare technical specifications and construction drawings illustrating the installation of the required devices and vaults. Publicly available aerial imagery will be used for site drawings. The existing PRV valve between the FFC and Downtown systems is expected to be reconfigured (or replaced if necessary) to reverse flow. The interconnection between the Downtown and 80 systems is expected to be installed between Arcade Street and Keefer Lane.
- Permitting
 - LaBella will prepare the application and submit the construction documents to NCDEQ (Division of Water Resources – DWR / Public Water Supply Section) for approval of the public water system modification. LaBella will respond to comments in order to obtain approval.
 - Following completion of construction, LaBella will provide certifications necessary for NCDEQ approval to operate the modifications.
- Construction Assistance
 - The Town will use their own staff or local contractor(s) to perform this minor work.
 - LaBella will provide support during construction to review any submittals and/or respond to questions / interpret the construction documents.
 - LaBella will inspect the completed work in order to provide the NCDEQ completion certification.

This proposal is submitted as a Lump Sum Task with a budget of **\$10,600**, Invoices will be based on percent completion of the overall Scope, and are payable within 30 days of receipt by the Town. Permitting and other regulatory fees may be paid directly the Town, or by LaBella upon the respective submissions (if applicable) and reimbursed at cost but are not included in the above Fee.

Conclusion

Brian Houston, P.E. will continue to serve as LaBella’s Program Manager for this contract, providing direction and oversight for other staff assigned to specific tasks under this contract. Other staff assigned to this contract shall have appropriate experience for the assigned task.

If this proposal is acceptable to the Town, please sign this proposal on the signature line below to authorize the scope defined in this proposal and return one copy to us. We appreciate the opportunity to continue our relationship with the Town of Lake Lure. If you have any questions or need additional information, please call me directly at (704) 941-2110.

Sincerely,
LaBella Associates, P.C.

Brian Houston, P.E.
Water/Wastewater Market Leader

Town of Lake Lure, North Carolina

By: _____
Authorized Signature

Title _____

Date _____

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Approval of Ruby-Collins Agreement Amendment 03

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Project Management
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Ruby-Collins has submitted proposed Agreement Amendment 03 for the purpose of carrying forward the Phase 1 GMP scope development and allow the Project Team to design, plan and permit the GLS alignment from the South Shore of Sunset Cove to the treatment plant. Ruby-Collins has stated that the budget for this amendment was intended to be captured in the GMP pricing for this winter's work, but since to not being able to move ahead with full GLS work this winter due to water levels not able to reach minus 20, this scope must be broken out and funded up front. GLS pricing for the winter of '24/'25 will reflect this amount already being paid to the project team. Amendment 03 includes an additional \$550,000, which brings the total contract amount to \$3,522,095. Town Council reviewed the proposed Agreement Amendment 03 at the November work session and action meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Ruby-Collins Agreement Amendment 03.

ATTACHMENTS:

Ruby-Collins Agreement Amendment 03

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

Project: Subaqueous Sanitary Sewer (SASS) Replacement Project Lake Lure, NC

Reference: Design, Planning and Permitting Lake Lure GLS Alignment South Shore Sunset Cove to Treatment Plant: Station 67+60 – 1+00

Subject: Agreement Amendment 03 – November 16, 2023

Owner: Town of Lake Lure, North Carolina

Design-Builder: Ruby-Collins, Inc.

The purpose of this amendment is to carry forward the Phase 1 GMP scope development and allow the Project Team to design, plan and permit the GLS alignment from the South Shore of Sunset Cove to the treatment plant.

Due to the complexity of the upcoming work, the design team needs to begin on the above referenced scope as soon as possible to avoid delays in design and permitting that have the potential to impact the anticipated work for the '24/'25 drawdown. Some design and planning has already been completed in good faith.

The budget for this amendment was intended to be captured in the GMP pricing for this winter's work, but since to not being able to move ahead with full GLS work this winter due to water levels not able to reach minus 20, this scope must be broken out and funded up front. GLS pricing for the winter of '24/'25 will reflect this amount already being paid to the project team.

Anticipated invoicing for this scope would be monthly starting in January of 2024 and continue through the summer and be consistent with the previous cost-plus billings format.

DESIGN-BUILDER FEE – A Design-Builder Fee of 9% will be applied to the total of all cost.

BONDS & INSURANCE – A Bonds and Insurance Fee of 2% will be applied to all cost including the Design-Builder Fee amount.

All parties associated with the project recognize the unique nature of the work and agree that the above intends to capture as much cost summary as possible. However, if during the work the Team discovers consequential cost related to the project conditions and unbeknownst to anyone at the time of this amendment, then all parties agree to carry forward the good faith experienced in negotiations so far and resolve any issues fairly to all parties.

General Amendment 03 Budget

Phase 1 Contract Amount	\$640,000.00
Amendment 01 North SS1 Dock Casing Bores Budget	\$850,000.00
Amendment 02 North Shore Sunset Cove Station 82+10 – 67+60	\$1,482,095.00
Amendment 03 Design, Planning and Permitting Station 67+60 – 1+00	\$550,000.00
Revised Contract Amount w/ Amendment 01, 02 and 03	\$3,522,095.00

All other terms of the _____, 20__ Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this Amendment, this Amendment shall prevail.

Town of Lake Lure _____
Signature and Date

Ruby-Collins, Inc. _____
Signature and Date

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Resolution No. 23-12-12B Establishing a Capital Reserve Fund for Sewer

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Town staff has recommended establishing a reserve fund for capital projects related to the enhancement and improvement of sewer services. The initial term of the reserve fund will be for seven years with a funding maximum of \$2.8 million. Upon the effective date, the reserve fund will including an annual funding increment of no less than \$400,000 per year. If adopted, the capital project ordinance would become effective on July 1, 2024.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-12-12B Establishing a Capital Reserve Fund for Sewer

ATTACHMENTS:

Resolution No. 23-12-12B Establishing a Capital Reserve Fund for Sewer

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

RESOLUTION NO. 23-12-12B

**RESOLUTION TO ESTABLISHED AND MAINTAIN
A CAPITAL RESERVE FUND FOR THE TOWN OF LAKE LURE
RELATED TO THE ENHANCEMENTS, EXPANSION AND CAPITAL
PROJECTS TO AND FOR THE TOWN OF LAKE LURE'S SEWER SYSTEM**

WHEREAS, under North Carolina General Statute 159-18 the Town is authorized to establish and maintain a capital reserve for any purposes; and

WHEREAS, the Town Council deems it in the best interest of the citizens of the Town of Lake Lure to establish a capital reserve to fund for major projects and improvements related to the Town's sewer system.

WHEREAS, this Capital Reserve Fund shall be established to provide needed and required enhancements, related property transactions, and engage in capital projects to and for the sewer system recommended by the Town Manager and approved by Town Council.

WHEREAS, the Town shall maintain and review the progress of the selected projects and any future projects as part of the budget process to determine and prioritize capital needs. During the annual budget process, appropriations will be approved for the contributions to this capital reserve fund.

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

- Section 1.** The Lake Lure Town Council hereby creates a Capital Reserve Fund for the purpose of improving enhancing, expanding, and performing capital projects to and for the Town's sewer system as approved by Town Council.
- Section 2.** This fund will remain operational for a period not to exceed seven years (beginning July 1, 2024 and ending December 1, 2031) or until the capital reserve fund reaches a balance of \$2,800,000 at which time a review and evaluation will occur to determine the effectiveness and usefulness.
- Section 3.** The Town Council of Lake Lure will appropriate or transfer an amount of no less than \$400,000 each fiscal year (beginning July 1, 2024) from the Sewer Fund to this fund with an initial apportionment of \$50,000 from the Sewer's Fund Balance upon the passing of this resolution.

Disbursements from the fund of initial apportionment will be disbursed as follows:

- a. Sewer System Improvements.....\$50,000

Section 4. This ordinance shall become effective upon its adoption.

BE IT FURTHER RESOLVED that the effective date is February 1, 2024.

Adopted the _____ day of December, 2023 by the Town Council of Lake Lure.



The motion to adopt this Resolution was made by Council Member _____; seconded by Council Member _____, and was passed unanimously by those members present at the meeting of the Town Council, Lake Lure, North Carolina, held on the 12th day of December, 2023.

Mayor Carol Pritchett: _____

Attested By: _____ (Olivia Stewman, Town Clerk)

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023

SUBJECT: Approval of Budget Amendment #362 for Capital Reserve Fund for Sewer

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Budget Amendment #362 is associated with the Capital Reserve Fund for Sewer. The purpose of Budget Amendment #362 is to transfer the initial apportionment of \$50,000 from the sewer fund balance to the capital reserve fund for sewer.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #362 for Capital Reserve Fund for Sewer.

FUNDING SOURCE:

Sewer Fund Balance

ATTACHMENTS:

Budget Amendment #362 for Capital Reserve Fund for Sewer

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

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

Department: Sewer

Purpose: Transfer the initial apportionment of \$50,000 from the sewer fund balance to the capital reserve fund for sewer.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
TBD	714000		\$50,000	\$50,000

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

Account Name: **Transfer From General Fund**
 Account Number: 53-398600
 Amount: **\$50,000**

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

 Finance Officer

 Date

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

Adopted this _____ day of _____, 2023.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Approval of Budget Amendment #363 for Public Safety Radios

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Town Emergency Management staff was recently informed that the Town's current radios will be inactive beginning in 2025 and the Town must purchase or plan to purchase new radios by the end of December 2023. Budget Amendment #363 is to fund the purchase of new public safety radios. The overall amount associated with Budget Amendment #363 is \$20,000.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #363 for Public Safety Radios.

FUNDING SOURCE:

General Fund Balance

ATTACHMENTS:

Budget Amendment #363 for Public Safety Radios

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

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

Department: Fire, Police, Parks/Rec & Lake

Purpose: Town Emergency Management staff was recently informed that the Town’s current radios will be inactive beginning in 2025 and the Town must purchase or plan to purchase new radios by the end of December 2023. Budget Amendment #363 is to fund the purchase of new public safety radios. The overall amount associated with Budget Amendment #363 is \$20,000 and will be distributed between Fire, Police, and Parks/Rec & Lake.

Section 1. To amend the General Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
Multi Departments	Multi Departments		\$20,000	\$50,000

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

Account Name: **Transfer From General Fund**
 Account Number: 10-398600
 Amount: **\$20,000**

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

 Finance Officer

 Date

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

Adopted this _____ day of _____, 2023.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: December 12, 2023**

SUBJECT: Discuss Lead Service Line Loan Application

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Environmental Protection Agency requires that all community water systems and non-transient non-community water systems develop an inventory of all service line connections. This is required for both system-owned and customer-owned lines. The inventory must identify the potential presence of lead within each service line connection. The initial inventory must be completed and submitted to the North Carolina Public Water Supply Section by October 16, 2024.

There is a Bipartisan Infrastructure Law that invests \$15 billion nationwide towards Lead Service Line Replacement (LSLR). With this investment, 49% of funds will be provided nationwide to communities as principal forgiveness loans to disadvantaged communities and disadvantaged areas, and 51% of funds will be available as low-interest loans. Funding is available for local governments, non-profit water companies, and investor-owned water utilities. In September, the State Water Infrastructure Authority approved 30 communities statewide to receive more than \$34 million in funding for projects to find and replace lead service lines and additional funding is available for other communities in future rounds. At this time, there is \$22 million available, \$14 million of which will be provided as principal forgiveness loans. If awarded, the Town would use the loan to complete the required lead service line inventory. The funding amount available for this type of inventory project is a maximum of \$1 million. The next application cut-off date is January 5, 2024.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

None at this time.

ATTACHMENTS:

Resolution for Lead Service Line Funding Application

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends that if Council would like to pursue the loan application, the resolution to do so should be adopted at the December 10th work session and action meeting.

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of Lake Lure has need for and intends to conduct a study in a project described as Lead Service Line Inventory, and

WHEREAS, The Town of Lake Lure intends to request State loan and/or grant assistance for the project,

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

That the Town of Lake Lure, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of Lake Lure to make a scheduled repayment of the loan, to withhold from the Town of Lake Lure any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That William H. Perkins, Jr., Town Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the _____ day of December 2023, at Lake Lure, North Carolina.

Carol Pritchett, Mayor

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of Lake Lure does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town of Lake Lure Town Council duly held on the _____ day of December, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of December, 2023.

Olivia Stewman, Town Clerk

XII

ADJOURNMENT