

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, November 14, 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, November 14, 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 Duke Energy Power Purchase Agreement and Renewable Energy Certifications Transaction Agreement
 - Approval of Lake Lure Tours Off-Season Beach Request

V. Council Liaison Reports and Comments

VI. Public Comment

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

VII. Consent Agenda

- 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 – Page 27
- B. Approval of Hydro Utilities Technician Position Description – Page 61
- C. Resolution No. 23-11-14 Amending Town of Lake Lure Personnel Policy – Page 65
- D. Approval of Request to Waive Noise Ordinance for Lighting up Lake Lure Event – Page 70

VIII. Unfinished Business

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”) – *Page 73*
- 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”) – *Page 76*
- C. Resolution No. 23-11-14B Establishing a Capital Reserve Fund for Land, Buildings, Parks, and Other Improvements – *Page 81*
- D. Budget Amendment #358 for Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements – *Page 84*
- 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 – *Page 86*
- 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 – *Page 88*
- 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 – *Page 91*
- H. Nelon Garbage Services Agreement – *Page 93*
- I. Maintenance Agreement for Electric Vehicle Chargers – *Page 96*
- J. Schnabel Work Order No. 12, Task 1, Proposal for Professional Engineering Services for Dam Inspection – *Page 113*
- K. Budget Amendment #359 for Schnabel Work Order No. 12 Task 1 – *Page 126*

X. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report October 2023

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

Public Services – The Public Service Department is busy keeping everything working as smoothly as possible, from normal maintenance to any problems the Town has that are in our realm to fix. Top accomplishments/project updates:

- At Lift Station: Rebuilt Air Valve on Pump #1 at Lift Station. On Pump #2, Replaced Check Valve. Seal Repair on Pump #1 Completed.
- Cleaned Sewer Manhole #26.
- Completed Inspection of Penstock Hoist, and Hoist at Trash Gate
- Discovered, Repaired and Recovered from Broken Main Water Line at Firefly Well Sight. System Restored.
- Public Works and Parks and Rec have been working together to get Christmas Lights put up throughout Town. This will continue until completed.

Community Development – Director Williams reports another active month for community development. The department issued 35 permits for the month of October as compared to 34 permits in September and performed numerous follow-ups. This includes 12 Zoning, 2 Lake Structure, 3 Land Disturbance Permits, and 2 Vacation Rental Operators.

Top accomplishments/project updates:

- Z&P Board completed consideration of Chapter 4 Animals ordinances regarding Section 4-3 Livestock in response to a citizen proposal of a text amendment and sent a recommendation to Town Council for a text amendment decision.
- BOA reviewed, and approved, three variance requests for setback adjustments and denied one variance request of the front yard chain link prohibition.
- Continued working with AT&T/Tillman Construction for actual cell tower zoning permit. Have returned the zoning application for some minor revisions following our review and should be ready to issue zoning permit upon receipt. We are still looking at 1st quarter 2024 tower. We met again on October 30 for additional training and review and, on November 2nd received word that the recommendation will be going to the State

Commission to application, plans and review fee and preparing to issue zoning permit upon their return of the application package.

- Rick and I have continued to work with NC Department of Environmental Quality in follow-up to our May audit. We've had the opportunity for a couple hands-on trainings in Erosion and Sediment Control plans review, and on October 30 the regional inspector for the State spent the day with us, in the field, for project site inspections training. On November 2nd, I was advised that the State program director will submit their recommendation to the State Commission to place our program on "fully certified" status. I am proud of the work that Rick, Kimberly and I have done to achieve this and of how we have learned and improved the erosion and sediment control program that we operate for the State as a "Local Program".

Fire / Emergency Management –It was still a busy month in October. The department responded to **26** fire/medical/rescue calls throughout the month. Firefighters completed **304** Hours of Training this month.

- Fall Festival Participation at Lake Lure Classical Academy and Trick or Treat in CRV.
- Held Fire Ground Operation Training at the Fire Department
- Weed Patch Mountain Trail Pre-planning.
- Pumps Training at the old ABC store with staff, engine, and Fire Boat Operations.

Police – The events in and around town have been attended by many, which caused traffic backups but everyone minded their manners and no incidents were reported due to traffic.

Lake Patrol Hours: 6

Top three accomplishments:

- Officers were hired for extra duty to patrol the Arts & Crafts show, as well as to patrol the area during the Lake Lure Classical Academy Haunted Trails. The hiring of extra duty officers allows us to maintain the town with our scheduled patrol, while hired officers are able to give special detailed attention to events in and around town.
- Officer Shuford who heads up our drug drop box, took in another full box of unused medicines and our year to date total in gross weight is 43 pounds.
- Officer Dills and Chief Humphries responded to a young woman attempting suicide from the top of Chimney Rock. After speaking with the young woman, she made her way back into the safety gate of the rock and once she was safe, she agreed to seek help.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Continued training new AmeriCorps member 2. Put out fall decorations 3. Began installing holiday lights 4. Began processing commercial applications 5. Boat permit sales 6. Installation of Hickory Nut Gorge State Trail markers 7. Completed updates to lake use fee schedule for 2024 8. Inspection of 911 address signs on boathouses 9. Lake patrol 10. 2024 boat permit order 11.

Water fountain repair/replacement 12. Dittmer-Watts Nature Trails trail boss walked the trails and reported issues – 1 volunteer; 3 volunteer hours 13. Buffalo Creek Park trail boss walked the trail, cleared small trees, and reported issues – 1 volunteer; 6 volunteer hours 14. Weed Patch Mountain trail boss walked trail and reported issues – 1 volunteer; 7 volunteer hours 2 15. Organized a Weed Patch Mountain workday on 10/12 to improve drainage and remove a fallen tree – 5 volunteers; 35 volunteer hours 16. Organized a Buffalo Creek Park workday on 10/19 to repair eroded areas –3 volunteers; 21 volunteer hours 17. Organized a Dittmer-Watts Nature Trail workday on 10/19 to remove fallen trees –2 volunteers; 4 volunteer hours 18. Planned upcoming trail maintenance days and recruited volunteers to help 19. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage 20. Utilized volunteers to collect water samples – 2 volunteers; **20** volunteer hours

Three notable projects/activities updates:

- Utilized a total of 96 volunteer hours, valued at \$1,920
- Began installing holiday lights
- Began processing commercial applications

Finance – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. Revenues continue to track as projected and departments also continue to efficiently use resources in regards to individual line items in the departmental budgets.

- The Town continued to sustain its strong financial position with an unreconciled bank balance of approximately \$10,542,536.26 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 \$349,140.48 (with a monthly interest earning of \$28,571.92 for a total balance of \$16,849,140.48.
- FY 23 audit procedures continue and comparable amount of detail and review as in prior years is occurring. There is a new GASB requirement pertaining subscriptions. Also, with the significant amount of governmental funding for the Town's, there with also be at least one and most probably more single audit requirements.
- Finance has submitted two portions of the Powell Bill reporting requirements, the Solid Waste Annual Report, the LGC Biannual Financial Report, with the Sales Tax Refund report being submitted soon. Any of these reports can be provided as needed or requested.
- Scanners have been received. Hopefully our Town Clerk will soon begin a scanning process of financial records first, and then with coordination, all other Town records including Town Council documents and permit documents.
- In coordination with and under the direction of the Town Manager (aka the Budget Director), Finance will reach out to departments mid-fiscal year (December) in order to begin an analysis of current spending levels and historical data in order to determine any cost saving measures or revenue enhancements that can be introduced in the coming year budget.

Communications – Communications Director Krejci continues her community outreach along with progress in all areas. There were 20 news articles published on the town’s website and were sent to 2,076 by hyperlink. Google has created a new GA4 data base so data was not available in October 2023. 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 20,125 followers on Facebook as of October 2023, representing a 6% increase (+1,093) over October 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:

- Developing the extensive submission for the FY21 FEMA HHPD Grant.
- Fall updates with Mayor Pritchett for the Website and The Mountain Breeze.
- Community Fish Forum and the Lake Lure Tennis/Pickleball Ribbon Cutting Ceremony.

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.
- Continued the Space Needs Study for the Fire Department with ADW Architects.
- Received yet another revised SRF (State Revolving Loan) for \$7,08,261. The State of NC had to process this replacement due to a typo on the first offer received this fall.
- 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 first orientation meeting with Staff and had training for website use. Full implementation is expected to begin on December 1st.
- Worked with Jennifer Duncan in Human Resources to propose several needed amendments to the Lake Lure Personnel Policy. Those amendments have been reviewed with the Town Council.

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 10 / 23

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	0.00	10,000.00	10,000.00	0 %
Account Group Total:	0.00	0.00	10,000.00	10,000.00	0 %
311000 Ad Valorem Taxes-2000					
311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
311220 AD VALOREM TAX 2022-	0.00	0.00	4,492,754.00	4,492,754.00	0 %
Account Group Total:	0.00	0.00	4,542,754.00	4,542,754.00	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 %
Account Group Total:	0.00	0.00	113,850.00	113,850.00	0 %
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	3.00	81.50	550.00	468.50	15 %
332400 Utilties 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	0.00	1,760,000.00	1,760,000.00	0 %
332933 Solid Waste Disposal Tax	0.00	0.00	780.00	780.00	0 %
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:	3.00	81.50	2,860,050.00	2,859,968.50	0 %
347000 LAND USE FEES					
347100 Zoning Permits	8,260.00	31,330.00	40,000.00	8,670.00	78 %
347200 Land Disturbance Permit	640.00	800.00	6,600.00	5,800.00	12 %
347300 Sign Permit	0.00	0.00	500.00	500.00	0 %
347550 Vacation Rental Fees	1,200.00	2,100.00	10,000.00	7,900.00	21 %
347600 Lake Structure Permit/LSA	-1,320.00	-4,040.00	9,255.00	13,295.00	-44 %
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:	8,780.00	30,730.00	67,255.00	36,525.00	46 %
361000 LAKE					
361201 Lake Lure Tours	0.00	55,632.13	60,000.00	4,367.87	93 %
361202 Lake Fines	1,007.00	8,105.00	300.00	-7,805.00	*** %
361203 Lake Comm License Fees	1,950.00	8,690.00	15,000.00	6,310.00	58 %
361204 Boat Permits	1,520.00	53,289.39	675,000.00	621,710.61	8 %
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:	4,477.00	125,716.52	799,300.00	673,583.48	16 %
363000 BEACH					
363801 Beach-Admission Fee-Adult	0.00	0.00	65,000.00	65,000.00	0 %
363804 Beach-Concessions	0.00	0.00	10,000.00	10,000.00	0 %
Account Group Total:	0.00	0.00	75,000.00	75,000.00	0 %
364000 MARINA					
364902 Marina-Open Slip Rental	1,500.00	3,850.00	310,000.00	306,150.00	1 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 10 / 23

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
364905 Marina-Concessions	0.00	0.00	18,500.00	18,500.00	0 %
364908 Marina-Rentals	0.00	0.00	50,000.00	50,000.00	0 %
Account Group Total:	1,500.00	3,850.00	378,500.00	374,650.00	1 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	4,000.00	4,000.00	0 %
383200 Beer and Wine Permits	0.00	0.00	1,000.00	1,000.00	0 %
383321 Fire-Rural Fire Protection	0.00	0.00	8,592.00	8,592.00	0 %
383430 Community Center Rental	-250.00	-850.00	250.00	1,100.00	*** %
383440 Pavilion/Gazebo Rental	500.00	4,600.00	3,500.00	-1,100.00	131 %
383450 Meadows Rental	-250.00	970.00	250.00	-720.00	388 %
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	0.00	0.00	750.00	750.00	0 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00	1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	0.00	402.00	20,000.00	19,598.00	2 %
383900 Misc Revenue	0.00	67.00	1,200.00	1,133.00	6 %
383903 Town Promotional Materials	0.00	0.00	500.00	500.00	0 %
383910 Copies	0.00	15.00	500.00	485.00	3 %
383930 Recycling Collections	-76.50	16,108.00	15,250.00	-858.00	106 %
Account Group Total:	-76.50	22,198.00	60,742.00	38,544.00	37 %
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	604,014.00	604,014.00	0 %
Fund Total:	14,683.50	182,576.02	9,511,465.00	9,328,888.98	2 %

21 Capital Reserve Fund

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

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 10 / 23

53 WATER AND SEWER FUND

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
371000					
371105 Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300 Charges for Water	31,333.63	121,723.10	330,000.00	208,276.90	37 %
371400 Charges for Sewer	104,095.09	416,022.22	1,275,000.00	858,977.78	33 %
371500 Taps and Connect-Water	1,155.00	2,310.00	5,000.00	2,690.00	46 %
371600 Taps and Connect-Sewer	1,155.00	2,310.00	5,000.00	2,690.00	46 %
371700 Transfer Fee-Water/Sewer	60.00	280.00	1,000.00	720.00	28 %
371800 W/S - Penalty and Interest	-50.00	6,075.00	6,000.00	-75.00	101 %
371900 W/S - Misc	0.00	159.84	0.00	-159.84	** %
Account Group Total:	137,748.72	548,880.16	1,637,000.00	1,088,119.84	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	0.00	12,360.00	12,360.00	0 %
Account Group Total:	0.00	0.00	13,360.00	13,360.00	0 %
Fund Total:	137,748.72	548,880.16	1,650,360.00	1,101,479.84	33 %

56 ELECTRIC FUND

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
372000					
372300 Charges for Utilities-Electric	0.00	0.00	300,000.00	300,000.00	0 %
Account Group Total:	0.00	0.00	300,000.00	300,000.00	0 %
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	0.00	300,150.00	300,150.00	0 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 10 / 23

75 CHIMNEY ROCK WATER FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
371000					
371300 Charges for Water	7,206.69	29,543.77	0.00	-29,543.77	** %
371800 W/S - Penalty and Interest	-150.00	1,375.00	0.00	-1,375.00	** %
Account Group Total:	7,056.69	30,918.77	0.00	-30,918.77	** %
Fund Total:	7,056.69	30,918.77	0.00	-30,918.77	** %
Grand Total:	159,488.91	762,374.95	13,061,975.00	12,299,600.05	6 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000 COMMISSION							
411000 COMMISSION							
	102 Salaries-Part Time	1,100.00	4,400.00	13,200.00	13,200.00	8,800.00	33 %
	109 FICA	84.15	336.60	1,100.00	1,100.00	763.40	31 %
	214 Supplies-Dept	200.00	200.00	6,000.00	6,000.00	5,800.00	3 %
	215 Supplies-Materials	3,999.24	3,999.24	20,000.00	20,000.00	16,000.76	20 %
	310 Travel and Transportation	0.00	0.00	3,500.00	3,500.00	3,500.00	%
	Account Total:	5,383.39	8,935.84	43,800.00	43,800.00	34,864.16	20 %
	Account Group Total:	5,383.39	8,935.84	43,800.00	43,800.00	34,864.16	20 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
	100 SALARIES	18,115.71	128,814.13	498,000.00	498,000.00	369,185.87	26 %
	102 Salaries-Part Time	0.00	181.13	0.00	0.00	-181.13	%
	103 Professional Services	8,011.40	11,805.15	65,000.00	65,000.00	53,194.85	18 %
	109 FICA	1,367.11	9,739.02	38,500.00	38,500.00	28,760.98	25 %
	110 Retirement	3,440.17	24,147.74	91,000.00	91,000.00	66,852.26	27 %
	111 Group Insurance	1,737.95	12,172.78	67,000.00	67,000.00	54,827.22	18 %
	120 401 (K) Contribution	332.46	2,344.74	25,500.00	25,500.00	23,155.26	9 %
	180 Legal Services	3,913.20	12,497.70	55,000.00	55,000.00	42,502.30	23 %
	182 PROPERTY JUDGEMENT SETTLEMENT	0.00	26.00	0.00	0.00	-26.00	%
	190 Engineering Services	0.00	750.00	30,000.00	30,000.00	29,250.00	3 %
	214 Supplies-Dept	0.00	615.73	9,000.00	9,000.00	8,384.27	7 %
	215 Supplies-Materials	0.00	13.05	3,000.00	3,000.00	2,986.95	%
	310 Travel and Transportation	43.10	596.71	9,500.00	9,500.00	8,903.29	6 %
	320 Postage	0.00	4,546.08	5,000.00	5,000.00	453.92	91 %
	322 Printing	0.00	0.00	1,500.00	1,500.00	1,500.00	%
	324 Dues and Subscriptions	1,216.97	7,029.97	8,500.00	8,500.00	1,470.03	83 %
	330 Utilities	0.00	0.00	30,000.00	30,000.00	30,000.00	%
	350 Repairs and Maint-Buildings	8,000.00	8,768.00	50,000.00	50,000.00	41,232.00	18 %
	353 Repairs and Maint-Equipment	0.00	75.00	8,000.00	8,000.00	7,925.00	1 %
	370 Advertising	73.92	73.92	3,500.00	3,500.00	3,426.08	2 %
	614 Lobbyist	0.00	0.00	62,000.00	62,000.00	62,000.00	%
	687 Contractual - County Tax	0.00	14,372.00	18,000.00	18,000.00	3,628.00	80 %
	691 Contractual Services	23,130.00	27,735.22	120,000.00	120,000.00	92,264.78	23 %
	Account Total:	69,381.99	266,304.07	1,198,000.00	1,198,000.00	931,695.93	22 %
	Account Group Total:	69,381.99	266,304.07	1,198,000.00	1,198,000.00	931,695.93	22 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
	109 FICA	10.05	73.21	0.00	0.00	-73.21	%
	111 Group Insurance	17.29	112.57	0.00	0.00	-112.57	%
	321 Telephone	578.69	3,920.16	27,000.00	27,000.00	23,079.84	15 %
	325 Internet Services	0.00	0.00	5,200.00	5,200.00	5,200.00	%
	380 IT Support Services	0.00	0.00	81,000.00	81,000.00	81,000.00	%
	527 TECH-Website Update	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	Account Total:	606.03	4,105.94	118,200.00	118,200.00	114,094.06	3 %
	Account Group Total:	606.03	4,105.94	118,200.00	118,200.00	114,094.06	3 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
431000 POLICE							
431000 POLICE							
100	SALARIES	22,222.94	164,653.78	573,000.00	573,000.00	408,346.22	29 %
101	OVERTIME	0.00	1,765.87	5,500.00	5,500.00	3,734.13	32 %
102	Salaries-Part Time	299.25	2,567.26	28,000.00	28,000.00	25,432.74	9 %
104	Separation Allowance-Law	1,108.78	5,489.26	20,500.00	20,500.00	15,010.74	27 %
109	FICA	1,767.53	13,065.60	49,500.00	49,500.00	36,434.40	26 %
110	Retirement	4,432.76	31,091.02	114,000.00	114,000.00	82,908.98	27 %
111	Group Insurance	2,908.52	20,359.64	103,700.00	103,700.00	83,340.36	20 %
112	Special Benefit Fund-Police	1,111.16	7,975.65	27,185.00	27,185.00	19,209.35	29 %
212	Supplies-Fuel	0.00	0.00	27,500.00	27,500.00	27,500.00	%
214	Supplies-Dept	0.00	441.78	11,000.00	11,000.00	10,558.22	4 %
217	Supplies-Uni Forms	2,194.04	3,799.25	10,000.00	10,000.00	6,200.75	38 %
220	Alcohol & Drug Ed.	0.00	0.00	1,000.00	1,000.00	1,000.00	%
310	Travel and Transportation	150.00	170.96	3,000.00	3,000.00	2,829.04	6 %
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	%
353	Repairs and Maint-Equipment	375.04	637.35	4,000.00	4,000.00	3,362.65	16 %
354	Repairs and Maint-Vehicles	671.25	3,098.38	25,000.00	25,000.00	21,901.62	12 %
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	%
691	Contractual Services	0.00	0.00	20,050.00	20,050.00	20,050.00	%
	Account Total :	37,241.27	255,802.80	1,040,735.00	1,040,735.00	784,932.20	25 %
	Account Group Total :	37,241.27	255,802.80	1,040,735.00	1,040,735.00	784,932.20	25 %
434000 FIRE							
434000 FIRE							
100	SALARIES	15,286.45	109,506.34	449,000.00	449,000.00	339,493.66	24 %
101	OVERTIME	0.00	0.00	25,000.00	25,000.00	25,000.00	%
102	Salaries-Part Time	3,219.68	5,450.78	37,300.00	37,300.00	31,849.22	15 %
109	FICA	1,374.74	8,507.41	38,800.00	38,800.00	30,292.59	22 %
110	Retirement	3,418.18	21,310.49	82,700.00	82,700.00	61,389.51	26 %
111	Group Insurance	2,305.31	14,517.23	83,900.00	83,900.00	69,382.77	17 %
120	401 (K) Contribution	589.24	4,168.68	23,405.00	23,405.00	19,236.32	18 %
212	Supplies-Fuel	0.00	640.39	20,000.00	20,000.00	19,359.61	3 %
214	Supplies-Dept	34.20	660.23	4,000.00	4,000.00	3,339.77	17 %
215	Supplies-Materials	922.46	1,621.46	10,000.00	10,000.00	8,378.54	16 %
217	Supplies-Uni Forms	0.00	1,889.95	6,000.00	6,000.00	4,110.05	31 %
218	Supplies-Equipment	880.75	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	%
324	Dues and Subscriptions	0.00	65.00	9,500.00	9,500.00	9,435.00	1 %
330	Utilities	360.81	360.81	12,000.00	12,000.00	11,639.19	3 %
351	Repairs and Maint-Grounds	0.00	0.00	6,000.00	6,000.00	6,000.00	%
353	Repairs and Maint-Equipment	1,363.97	4,983.97	16,000.00	16,000.00	11,016.03	31 %
354	Repairs and Maint-Vehicles	4,764.89	29,125.19	21,000.00	21,000.00	-8,125.19	139 %
490	Miscellaneous	258.64	320.17	4,000.00	4,000.00	3,679.83	8 %
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	%
693	Fairfield Volunteer Fire Dept	0.00	33,500.00	67,000.00	67,000.00	33,500.00	50 %
694	Chimney Rock Volunteer Fire	0.00	17,500.00	35,000.00	35,000.00	17,500.00	50 %
695	Bills Creek Volunteer Fire	0.00	21,400.00	42,800.00	42,800.00	21,400.00	50 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
Account Total :		34,779.32	277,480.64	1,046,405.00	1,046,405.00	768,924.36	27 %
Account Group Total :		34,779.32	277,480.64	1,046,405.00	1,046,405.00	768,924.36	27 %
451000 PUBLIC WORKS-STREETS							
451000 PUBLIC WORKS-STREETS							
100	SALARIES	7,888.50	59,249.90	295,000.00	295,000.00	235,750.10	20 %
101	OVERTIME	0.00	0.00	16,000.00	16,000.00	16,000.00	%
109	FICA	608.13	4,544.93	26,000.00	26,000.00	21,455.07	17 %
110	Retirement	1,498.03	10,816.09	60,000.00	60,000.00	49,183.91	18 %
111	Group Insurance	1,154.88	8,376.25	65,000.00	65,000.00	56,623.75	13 %
120	401 (K) Contribution	317.59	2,268.30	22,000.00	22,000.00	19,731.70	10 %
211	Supplies-Automotive	54.74	418.89	25,000.00	25,000.00	24,581.11	2 %
214	Supplies-Dept	0.00	928.82	1,200.00	1,200.00	271.18	77 %
215	Supplies-Materials	1,051.20	3,078.03	35,000.00	35,000.00	31,921.97	9 %
217	Supplies-Uni forms	0.00	2,115.35	8,000.00	8,000.00	5,884.65	26 %
310	Travel and Transportation	70.00	70.00	2,000.00	2,000.00	1,930.00	4 %
331	Utilities-Street Lights	0.00	0.00	15,000.00	15,000.00	15,000.00	%
334	Utilities-Buildings	0.00	2,275.00	15,000.00	15,000.00	12,725.00	15 %
350	Repairs and Maint-Buildings	240.00	1,127.36	30,000.00	30,000.00	28,872.64	4 %
351	Repairs and Maint-Grounds	555.30	8,469.54	12,000.00	12,000.00	3,530.46	71 %
353	Repairs and Maint-Equipment	0.00	201.31	30,000.00	30,000.00	29,798.69	1 %
354	Repairs and Maint-Vehicles	1,124.48	5,489.49	20,000.00	20,000.00	14,510.51	27 %
691	Contractual Services	0.00	0.00	20,000.00	20,000.00	20,000.00	%
Account Total :		14,562.85	109,429.26	697,200.00	697,200.00	587,770.74	16 %
Account Group Total :		14,562.85	109,429.26	697,200.00	697,200.00	587,770.74	16 %
472000 SANITATION							
472000 SANITATION							
691	Contractual Services	14,915.00	44,745.00	180,000.00	180,000.00	135,255.00	25 %
692	Contractual Services-Recycling	1,544.00	4,632.00	15,000.00	15,000.00	10,368.00	31 %
696	Tipping Fees	2,785.00	9,189.39	40,000.00	40,000.00	30,810.61	23 %
Account Total :		19,244.00	58,566.39	235,000.00	235,000.00	176,433.61	25 %
Account Group Total :		19,244.00	58,566.39	235,000.00	235,000.00	176,433.61	25 %
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	%
352	Repairs and Maint-Dam	0.00	0.00	15,000.00	15,000.00	15,000.00	%
Account Total :		0.00	0.00	25,000.00	25,000.00	25,000.00	%
Account Group Total :		0.00	0.00	25,000.00	25,000.00	25,000.00	%
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	2,038.40	14,268.80	67,500.00	67,500.00	53,231.20	21 %
109	FICA	155.83	1,090.81	5,125.00	5,125.00	4,034.19	21 %
110	Retirement	387.09	2,709.63	12,200.00	12,200.00	9,490.37	22 %
111	Group Insurance	290.76	2,035.32	10,450.00	10,450.00	8,414.68	19 %
120	401 (K) Contribution	101.92	713.44	3,525.00	3,525.00	2,811.56	20 %
585	Community Branding	175.00	10,295.00	20,000.00	20,000.00	9,705.00	51 %
Account Total :		3,149.00	31,113.00	118,800.00	118,800.00	87,687.00	26 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
Account Group Total :		3,149.00	31,113.00	118,800.00	118,800.00	87,687.00	26 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	10,434.01	72,727.69	299,000.00	299,000.00	226,272.31	24 %
109	FICA	773.03	5,370.60	23,000.00	23,000.00	17,629.40	23 %
110	Retirement	1,946.50	13,566.56	54,000.00	54,000.00	40,433.44	25 %
111	Group Insurance	1,139.75	7,978.25	42,300.00	42,300.00	34,321.75	19 %
120	401 (K) Contribution	131.89	923.23	15,000.00	15,000.00	14,076.77	6 %
180	Legal Services	384.80	1,650.30	25,000.00	25,000.00	23,349.70	7 %
212	Supplies-Fuel	101.28	235.52	1,000.00	1,000.00	764.48	24 %
214	Supplies-Dept	54.98	54.98	6,000.00	6,000.00	5,945.02	1 %
310	Travel and Transportation	275.00	492.85	5,000.00	5,000.00	4,507.15	10 %
324	Dues and Subscriptions	0.00	0.00	2,000.00	2,000.00	2,000.00	%
370	Advertising	0.00	0.00	2,000.00	2,000.00	2,000.00	%
410	RENTS	0.00	0.00	20,000.00	20,000.00	20,000.00	%
691	Contractual Services	0.00	5,778.71	19,000.00	19,000.00	13,221.29	30 %
Account Total :		15,241.24	108,778.69	513,300.00	513,300.00	404,521.31	21 %
Account Group Total :		15,241.24	108,778.69	513,300.00	513,300.00	404,521.31	21 %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	11,610.10	81,400.32	299,000.00	299,000.00	217,599.68	27 %
102	Salaries-Part Time	0.00	693.00	0.00	0.00	-693.00	%
109	FICA	843.88	5,970.09	24,000.00	24,000.00	18,029.91	25 %
110	Retirement	2,231.09	15,642.22	55,000.00	55,000.00	39,357.78	28 %
111	Group Insurance	1,744.56	12,211.92	62,700.00	62,700.00	50,488.08	19 %
120	401 (K) Contribution	579.36	4,061.97	15,000.00	15,000.00	10,938.03	27 %
212	Supplies-Fuel	0.00	4,127.31	15,000.00	15,000.00	10,872.69	28 %
213	Supplies-Boat Fuel & Supplies	0.00	0.00	12,000.00	12,000.00	12,000.00	%
214	Supplies-Dept	568.00	568.00	5,000.00	5,000.00	4,432.00	11 %
215	Supplies-Materials	0.00	245.55	25,000.00	25,000.00	24,754.45	1 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	%
217	Supplies-Uni Forms	0.00	90.00	1,500.00	1,500.00	1,410.00	6 %
219	Boat and Fishing Permits	0.00	0.00	6,500.00	6,500.00	6,500.00	%
310	Travel and Transportation	0.00	0.00	3,000.00	3,000.00	3,000.00	%
330	Utilities	0.00	0.00	6,700.00	6,700.00	6,700.00	%
335	Flowering Bridge Lighting	0.00	0.00	3,500.00	3,500.00	3,500.00	%
351	Repairs and Maint-Grounds	3,086.00	3,086.00	85,000.00	85,000.00	81,914.00	4 %
353	Repairs and Maint-Equipment	738.28	2,892.89	14,000.00	14,000.00	11,107.11	21 %
508	Rewrite Zoning & Land Dev.	0.00	0.00	40,500.00	40,500.00	40,500.00	%
691	Contractual Services	325.84	6,247.46	40,500.00	40,500.00	34,252.54	15 %
Account Total :		21,727.11	137,236.73	721,900.00	721,900.00	584,663.27	19 %
Account Group Total :		21,727.11	137,236.73	721,900.00	721,900.00	584,663.27	19 %
615000 BEACH & MARINA							
615000 BEACH & MARINA							
214	Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
350	Repairs and Maint-Buildings	365.75	435.75	4,000.00	4,000.00	3,564.25	11 %
351	Repairs and Maint-Grounds	1,116.88	2,554.00	10,200.00	10,200.00	7,646.00	25 %
353	Repairs and Maint-Equipment	0.00	0.00	1,300.00	1,300.00	1,300.00	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
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10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
Account Total :		1,482.63	2,989.75	17,500.00	17,500.00	14,510.25	17 %
Account Group Total :		1,482.63	2,989.75	17,500.00	17,500.00	14,510.25	17 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
504	VEHICLES	0.00	48,461.48	60,000.00	60,000.00	11,538.52	81 %
506	HVAC System/Police	0.00	220.67	0.00	0.00	-220.67	%
513	FIRE-SCBA APPARATUS	0.00	0.00	20,000.00	20,000.00	20,000.00	%
516	PUBLIC SERVICES BLDG	0.00	0.00	70,000.00	70,000.00	70,000.00	%
530	P&R-Mower	0.00	0.00	115,000.00	115,000.00	115,000.00	%
541	POLICE-Vehicles	0.00	0.00	120,000.00	120,000.00	120,000.00	%
550	Other Equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	%
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	%
Account Total :		0.00	66,382.15	1,566,000.00	1,566,000.00	1,499,617.85	4 %
Account Group Total :		0.00	66,382.15	1,566,000.00	1,566,000.00	1,499,617.85	4 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
504	VEHICLES	0.00	0.00	44,500.00	44,500.00	44,500.00	%
541	POLICE-Vehicles	0.00	0.00	17,225.00	17,225.00	17,225.00	%
544	Work Truck	0.00	0.00	15,000.00	15,000.00	15,000.00	%
550	Other Equipment	0.00	0.00	144,500.00	144,500.00	144,500.00	%
561	Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	%
720	Bond Interest	0.00	0.00	58,500.00	58,500.00	58,500.00	%
Account Total :		0.00	0.00	381,625.00	381,625.00	381,625.00	%
Account Group Total :		0.00	0.00	381,625.00	381,625.00	381,625.00	%
920000 Non-Governmental							
920000 Non-Governmental							
130	Unemployment	0.00	0.00	5,000.00	5,000.00	5,000.00	%
450	Insurance	28,239.00	32,215.00	180,000.00	180,000.00	147,785.00	18 %
751	Bank Fees	0.00	-25.00	3,000.00	3,000.00	3,025.00	-1 %
Account Total :		28,239.00	32,190.00	188,000.00	188,000.00	155,810.00	17 %
Account Group Total :		28,239.00	32,190.00	188,000.00	188,000.00	155,810.00	17 %
980000 TRANSFERS							
980000 TRANSFERS							
967	Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
Account Total :		0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
Account Group Total :		0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
Fund Total :		251,037.83	1,359,315.26	9,511,465.00	9,511,465.00	8,152,149.74	14 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

21 Capital Reserve Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
	180 Legal Services	1,050.00	1,050.00	0.00	0.00	-1,050.00	%
	Account Total:	1,050.00	1,050.00	0.00	0.00	-1,050.00	%
	Account Group Total:	1,050.00	1,050.00	0.00	0.00	-1,050.00	%
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total:	1,050.00	1,050.00	1,600,000.00	1,600,000.00	1,598,950.00	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
100	SALARIES	0.00	0.00	150,000.00	150,000.00	150,000.00	%
109	FICA	0.00	0.00	11,200.00	11,200.00	11,200.00	%
110	Retirement	0.00	0.00	24,000.00	24,000.00	24,000.00	%
111	Group Insurance	0.00	0.00	20,000.00	20,000.00	20,000.00	%
120	401 (K) Contribution	0.00	0.00	7,500.00	7,500.00	7,500.00	%
214	Supplies-Dept	0.00	0.00	15,000.00	15,000.00	15,000.00	%
310	Travel and Transportation	0.00	0.00	4,000.00	4,000.00	4,000.00	%
324	Dues and Subscriptions	200.00	350.00	2,000.00	2,000.00	1,650.00	18 %
330	Utilities	0.00	0.00	15,000.00	15,000.00	15,000.00	%
350	Repairs and Maint-Buildings	4,450.00	15,972.57	20,000.00	20,000.00	4,027.43	80 %
353	Repairs and Maint-Equipment	0.00	0.00	60,000.00	60,000.00	60,000.00	%
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	%
691	Contractual Services	0.00	5,778.71	24,000.00	24,000.00	18,221.29	24 %
	Account Total :	4,650.00	22,206.28	371,200.00	371,200.00	348,993.72	6 %
	Account Group Total :	4,650.00	22,206.28	371,200.00	371,200.00	348,993.72	6 %
714000 SEWER							
714000 SEWER							
103	Professional Services	0.00	0.00	3,000.00	3,000.00	3,000.00	%
214	Supplies-Dept	0.00	0.00	800.00	800.00	800.00	%
215	Supplies-Materials	0.00	0.00	180,000.00	180,000.00	180,000.00	%
310	Travel and Transportation	0.00	170.00	6,000.00	6,000.00	5,830.00	3 %
320	Postage	0.00	311.10	4,000.00	4,000.00	3,688.90	8 %
330	Utilities	0.00	0.00	16,000.00	16,000.00	16,000.00	%
350	Repairs and Maint-Buildings	0.00	5,415.00	25,000.00	25,000.00	19,585.00	22 %
353	Repairs and Maint-Equipment	0.00	7,181.50	45,000.00	45,000.00	37,818.50	16 %
355	Repairs and Maint-Collection	0.00	400.00	25,000.00	25,000.00	24,600.00	2 %
358	Repairs and Maint-Lines	0.00	0.00	15,000.00	15,000.00	15,000.00	%
690	Contractual Services-Sludge	0.00	2,616.00	160,000.00	160,000.00	157,384.00	2 %
691	Contractual Services	0.00	0.00	79,000.00	79,000.00	79,000.00	%
699	Contractual Services-WWTP	350.00	17,000.00	40,000.00	40,000.00	23,000.00	43 %
	Account Total :	350.00	33,093.60	598,800.00	598,800.00	565,706.40	6 %
	Account Group Total :	350.00	33,093.60	598,800.00	598,800.00	565,706.40	6 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
356	Repairs and Maint-Pumps and	0.00	0.00	90,000.00	90,000.00	90,000.00	%
505	HYDRO-Emergency Small	0.00	0.00	12,000.00	12,000.00	12,000.00	%
523	PW-Pickup Truck Replacement	0.00	0.00	48,000.00	48,000.00	48,000.00	%
544	Work Truck	0.00	0.00	75,000.00	75,000.00	75,000.00	%
547	CAMERAS/CAMERAS	0.00	0.00	95,000.00	95,000.00	95,000.00	%
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 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
820000	BONUSES (PERFORMANCE & LONGEVITY						
820000	BONUSES (PERFORMANCE & LONGEVITY						
	100 SALARIES	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Group Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	%
910000	DEBT SERVICE						
910000	DEBT SERVICE						
	611 SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	%
	612 Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
	Account Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
	Account Group Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Account Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Account Group Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Fund Total:	5,000.00	75,511.31	1,650,360.00	1,650,360.00	1,574,848.69	5 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
720000	ELECTRIC OPERATIONS						
720000	ELECTRIC OPERATIONS						
100	SALARIES	9,234.47	64,401.11	62,000.00	62,000.00	-2,401.11	104 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	670.73	4,669.83	4,800.00	4,800.00	130.17	97 %
110	Retirement	1,753.62	12,229.74	12,090.00	12,090.00	-139.74	101 %
111	Group Insurance	872.28	6,105.96	10,000.00	10,000.00	3,894.04	61 %
120	401 (K) Contribution	317.98	2,213.86	4,500.00	4,500.00	2,286.14	49 %
212	Supplies-Fuel	0.00	0.00	6,000.00	6,000.00	6,000.00	%
214	Supplies-Dept	0.00	0.00	6,200.00	6,200.00	6,200.00	%
321	Telephone	0.00	0.00	3,000.00	3,000.00	3,000.00	%
330	Utilities	0.00	0.00	6,000.00	6,000.00	6,000.00	%
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	0.00	1,108.26	40,000.00	40,000.00	38,891.74	3 %
691	Contractual Services	0.00	0.00	42,000.00	42,000.00	42,000.00	%
967	Transfer to Capital Reserve	0.00	0.00	38,560.00	38,560.00	38,560.00	%
	Account Total:	12,849.08	93,327.76	300,150.00	300,150.00	206,822.24	31 %
	Account Group Total:	12,849.08	93,327.76	300,150.00	300,150.00	206,822.24	31 %
	Fund Total:	12,849.08	93,327.76	300,150.00	300,150.00	206,822.24	31 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
714000	SEWER						
714000	SEWER						
	691 Contractual Services	1,200.00	1,200.00	0.00	0.00	-1,200.00	%
	Account Total:	1,200.00	1,200.00	0.00	0.00	-1,200.00	%
	Account Group Total:	1,200.00	1,200.00	0.00	0.00	-1,200.00	%
	Fund Total:	1,200.00	1,200.00	0.00	0.00	-1,200.00	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 23

75 CHIMNEY ROCK WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
713000 WATER							
713000 WATER							
	968 Payments to Chimney Rock Water	6,257.23	26,558.25	0.00	0.00	-26,558.25	%
	Account Total :	6,257.23	26,558.25	0.00	0.00	-26,558.25	%
	Account Group Total :	6,257.23	26,558.25	0.00	0.00	-26,558.25	%
	Fund Total :	6,257.23	26,558.25	0.00	0.00	-26,558.25	%
	Grand Total :	277,394.14	0.00	1,556,962.58	13,061,975.00	13,061,975.00	11,505,012.42 12 %

V
COUNCIL LIAISON
REPORTS AND
COMMENTS

VI

PUBLIC COMMENT

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

VII

CONSENT AGENDA

- 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



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, OCTOBER 10, 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
Dean Lindsey, Public Services Director
Stephen Ford, Finance 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.

Mayor Pritchett thanked public safety personnel and other staff.

II. APPROVE THE AGENDA

Manager Perkins requested that Council amend the agenda to add Item J under Section IX (“New Business”) for Duke Energy Power Purchase Agreement (PPA) Term Options.

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

III. MAYOR’S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance.

IV. TOWN MANAGER COMMUNICATIONS

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

V. COUNCIL LIAISON REPORTS & COMMENTS

Commissioner Scott Doster reported the activities of the ABC Board and the Lake Advisory Board.

Commissioner David DiOrio reported the activities of the Zoning and Planning Board and noted that the Board of Adjustment / Lake Structure Appeals Board met. Commissioner DiOrio noted that there is a trend of misinformation regarding grandfathered setback regulations. Commissioner DiOrio explained that non-conforming structures are only grandfathered in if the foundation is not disturbed, but if a foundation is impacted the structure is no longer grandfathered. Commissioner DiOrio advised that if anyone has questions before beginning a project they should consult with the Community Development Department.

Mayor Pritchett reported the activities of the Parks and Recreation Board.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

Debra Gardner, 137 Firefly Cove, thanked the town for responding to her comments made last meeting, but expressed that she was disappointed in the decision by staff to not post active contracts on the Town's website. Mrs. Gardner further expressed that the Town is lacking transparency. Mrs. Gardner noted that she has submitted a request to the Town Clerk for all active contracts. Mrs. Gardner further expressed that she does not understand why monitoring the beach during the off-season is the responsibility of the Lake Lure Police Department and not Lake Lure Tours. Mrs. Gardner added that beaches in North Carolina have "no swimming" signs and questioned why these would not suffice for the Lake Lure beach.

Ronnie Wood, Shady Grove Lane, expressed a problem with building inspectors in Lake Lure. They are saying that he needs a permit for a boat lift because it is structural and he expressed that it is not structural. Expressed that Carpenter approached him over a repair that he was making and was rude, have not responded back to calls. Reiterated that he does not need a permit for boat lift because he does not think that it is structural.

Mayor Pritchett noted that any email comments will be included in the minutes. The Town Clerk received one written comment as follows:

To: Mayor and Commissioners on Town Council:

I know the Town continues to solicit (and receive) proposals for the use of the ABC Store. As a resident of Lake Lure, I have no general issue with that approach...As Long As, it is beneficial to the Town both from a financial perspective and from a Public Sector (good for the community and residents) perspective.

As a resident of Lake Lure and a member of the Parks & Rec Board, What I do continue to have an issue with and will continue to voice strong opposition to is relinquishing jurisdiction, ownership, control, and management of Pool Creek Picnic Park (PCPP) as a public owned and operated park and as a Green Space. While the use/lease of the former ABC Store to a commercial enterprise is reasonable in my opinion, I see no reason at all that a commercial enterprise need to have any ownership or operation rights to PCPP or to the public docks or to the public boat launch spaces. I think thoughts of and discussions of monetizing public spaces has gone a bit too far if the Town were to allow a commercial enterprise to take ownership, control, and management of those spaces at PCPP area... Frankly, I see neither the need for nor the benefit to the Town for such an arrangement with a commercial enterprise... As was mentioned time and again, the "CLUTTER" around the Bay is already at an overload stage....allowing a commercial enterprise to have control and management of the shoreline (in addition to just the ABC store) would do nothing by increase the level of "CLUTTER"...and to me, it really starts to blur the line between public space and private for profit motives...I sincerely hope that relinquishing ownership, jurisdiction, control, and management of PCPP, Public Docks, Boat Launch is NOT "what the Town Leadership wants..."... I feel confident it is NOT "what the Town wants..."!

Thank You again...and I hope you will continue to strongly represent P&R and Green Space for public Use and ownership, control, and management by the Town... at the Weds Town Council Working Session And going forward...

Larry

Larry Czajkoski

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

- A. Approval of the September 12, 2023 Regular Town Council Meeting Minutes, the September 19, 2023 Special Round Table Meeting Minutes, the September 21, 2023 Special Round Table Meeting Minutes, the September 27, 2023 Town Special Town Council Meeting Minutes, and the September 27, 2023 Town Council Work Session Meeting Minutes

VIII. UNFINISHED BUSINESS

There was no unfinished business to discuss.

IX. NEW BUSINESS

A. ORDINANCE NO. 23-10-10A AMENDING CHAPTER 30 (“TRAFFIC AND VEHICLES”) ARTICLE III (“PARKING VIOLATIONS: ENFORCEMENT”) SECTION 30-62 (“PARKING AND USE OF ELECTRIC VEHICLE CHARGING STATIONS”) OF THE TOWN OF LAKE LURE CODE OF ORDINANCES

Manager Perkins explained that this item was discussed at the September work session meeting. It was explained that the Town’s EV stations are currently have 2 hour limit specified on signage, but that limit is not supported in the ordinances. It was further explained that law enforcement has requested that a time limit be specific in the ordinances in order to be able to enforce the signage. Manager Perkins added that it is also being recommended that the limit be increased from two hours to four hours.

Commissioner DiOrio made a motion to adopt Ordinance No. 23-10-10A Amending Chapter 30 (“Traffic and Vehicles”) Article III (“Parking Violations: Enforcement”) Section 30-62 (“Parking and use of Electric Vehicle Charging Stations”) of the Town of Lake Lure Code of Ordinances. Commissioner Bryant seconded and all voted in favor. Ordinance No. 23-10-10A was adopted as follows:

ORDINANCE NO. 23-10-10A

AN ORDINANCE AMENDING CHAPTER 30 (“TRAFFIC AND VEHICLES”) ARTICLE III (“PARKING VIOLATIONS: ENFORCEMENT”) SECTION 30-62 (“PARKING AND USE OF ELECTRIC VEHICLE CHARGING STATIONS”) OF THE TOWN OF LAKE LURE CODE OF ORDINANCES

WHEREAS, Town staff has identified issues within the Town’s parking regulations that need to be addressed in the Town Code of Ordinances and has made recommendations to the Board of Commissioners on how the issues should be addressed; 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 BOARD OF COMMISSIONERS FOR THE TOWN OF LAKE LURE:

Section 1. Section 30-62 (“Parking and Use of Electric Vehicle Charging Stations”) subsection (c) (“Signage required”) is amended to read as follows:

- (c) *Signage required.* Where public electric vehicle charging stations are constructed and installed on property owned by the town, the town shall cause appropriate signs and markings to be placed in and around the parking spaces of said stations, indicating prominently thereon the parking regulations. The signs shall state that the parking space is

reserved for charging purposes and that there is a four hour charging limit. A second sign shall provide information on how owners of towed vehicles may retrieve the same.

Section 2. All ordinances, resolutions, or policies of the Town in conflict with the amendments herein adopted are void to the extent of the conflicts.

Section 3. This Ordinance shall become effective upon adoption.

IX. NEW BUSINESS

B. RESOLUTION NO. 23-10-10 AUTHORIZING TOWN COUNCIL TO TAKE ACTION AT WORK SESSION MEETINGS

Manager Perkins noted that this item was also discussed at the last work session meeting. It was detailed that due urgent actions needing to be taken for ongoing major project, the Town has had an increasing amount of special called meetings. Manager Perkins further explained that Resolution No. 23-10-10 would convert what has been a work session meeting to a work session and action meeting and the Town will be able to take action at these meetings. It was noted that the discussions at the September work session meeting concluded that the regular meetings are still where the majority of voting will take place, but this will be an opportunity to vote on time sensitive items. Manager Perkins added that the Town will have a discussion about having public comment at these meetings and that any decisions made at these meetings will be detailed at the next regular meeting. Council members expressed support for allowing public comments at the work session and action meetings. Mayor Pritchett expressed that this would allow flexibility for people to attend and participate in public comment during the morning.

Commissioner Proctor made a motion to adopt Resolution No. 23-10-10 Authorizing Town Council to Take Action at Work Session Meetings. Commissioner DiOrio seconded and all voted in favor. Resolution No. 23-10-10 was adopted as follows:

RESOLUTION NO. 23-10-10

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AUTHORIZING TOWN COUNCIL TO TAKE ACTION AT WORK SESSION MEETINGS**

WHEREAS, Town Council holds one regular meeting per month in which voting and actions occur; and

WHEREAS, the Town of Lake Lure has various major projects and time sensitive items often occur in relation to the projects; and

WHEREAS, Town Council must call a special meeting each time a time sensitive item occurs and does not align with the regular meeting schedule; and

WHEREAS, special meetings can create obstacles for timing and attendance; and

WHEREAS, Town Council has monthly work session meetings on their annual meeting schedule; and

WHEREAS, Town Council has historically not taken action at work session meetings; and

WHEREAS, the authorization to take action at work session meetings would deter obstacles created by frequent special meetings.

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

SECTION ONE. Town Council is hereby authorized to take action at work session meetings.

SECTION TWO. Work session meetings will now be titled “Work Session and Action” meetings and the 2023 Town Council Meeting Schedule is hereby amended to reflect this change in title.

SECTION THREE. This resolution is effective upon adoption.

IX. NEW BUSINESS

C. LAKE LURE TOURS OFF-SEASON BEACH SCHEDULE REQUEST

Manager Perkins noted that the off-season beach schedule request from Lake Lure Tours (LLT) was briefed during the September work session meetings. Manager Perkins explained that LLT sent similar off-season beach schedule requests in previous years prior to Labor Day, but did submit one prior to Labor Day this year due to error of omission. It was detailed that this was brought to the Town’s attention because a citizen expressed concern that the beach had closed following Labor Day and was not operating according to the Concession Agreement. Manager Perkins added that LLT opened the beach since it was brought to the Town’s attention, but they are now requesting to close it until the lake drawdown when it would be opened for unsupervised access, then re-close when lake drawdown ends until it is opened for the season beginning on Memorial Day. Manager Perkins noted that the request does not list specific dates due to uncertainties surrounding future drawdown dates. Manager Perkins recommended that if Council desires to approve the request, they should considering approval for multiple years.

Commissioner DiOrio explained that the Lake Lure Police Department (LLPD) has responded to a number of calls from people in distress on the beach during off seasons and expressed that it is a public safety issue. Commissioner DiOrio noted that the Town owns the lake, so rules may be different for Lake Lure than those at an unsupervised beach. Commissioner DiOrio expressed that public safety is responsible for monitoring the beach because it is Town owned and LLT does not have that responsibility in their concession agreement. It was noted that adding this responsibility would cost more. Commissioner Doster explained that the liability is huge and even if the Town puts a large number of “no swimming” signs up there will still be people who disregard the rules. Commissioner Doster expressed that the Town should take preemptive measures to mitigate liabilities.

Commissioner DiOrio noted that when the lake is drawn-down people like to go on the backshore, which is also a problem. Sergeant Carl Umphlett detailed that the LLPD and emergency management have responded to multiple calls regarding people getting stuck in the backshore area

during drawdowns. Mayor Pritchett noted that it is the Town’s responsibility to protect people. Commissioner Proctor asked what the difference is between the beach backshore and the backshore in Morse Park. Commissioner Bryant responded that a difference is that both public and private owned assets are enclosed in the beach area. Manager Perkins agreed and noted that the use of LLT’s slides, lifeguard stands, and other assets has also been an issue. Mayor Pritchett noted that safety is the main concern.

Mrs. Kathie Hatfield expressed that if the request is approved, it would prevent events from occurring on the beach during the off-season. Commissioner Doster noted that it is a good point. Commissioner Bryant explained that events are supervised and the request is specific to unsupervised access. Manager Perkins noted that the Concession Agreement can be reviewed to make sure that this is specified and consistent.

Commissioner Bryant made a motion to table any further discussions on this item until the October work session and action meeting. Commissioner Proctor seconded and all voted in favor.

IX. NEW BUSINESS
D. THIRD AMENDMENT TO PANGAEA SERVICES AGREEMENT

Manager Perkins explained that the third amendment to PANGAEA services agreement would include a five year extension to the current agreement, which would extend through 2032 if approved. Manager Perkins added that in return for the extension, PANGAEA would be supplying fiber internet to additional Town facilities. It was noted that the Town would have to pay for a one-time extension fee, but would monthly services would remain free for all locations.

Commissioner Doster noted that this was discussed at the work session and that staff expressed that they have no issues with PANGAEA’s services. Commissioner Bryant expressed that the Town is saving thousands of dollars through the free monthly services. Commissioner Proctor added that the extension fee is not too expensive and that this is a good deal.

Commissioner DiOrio made a motion to approve the Third Amendment to PANGAEA Services Agreement. Commissioner Bryant seconded and all voted in favor.

IX. NEW BUSINESS
E. ORDINANCE NO. 23-10-10B ADOPTING THE 2023 WATER SHORTAGE RESPONSE PLAN

Manager Perkins read the summary from the packet which states that, “Kace Environmental has assisted the Town in drafting the 2023 Water Shortage Response Plan. The North Carolina Department of Environmental Quality requires that the Town adopt an ordinance establishing procedures and measures for the essential conservation of water resources and for prescribing certain penalties.” It was noted that the Town has had a Water Shortage Response Plan and that periodic updates are required. Public Services Director Dean Lindsey explained that changes are made to the plan every three to five years.

Commissioner Doster made a motion to adopt Ordinance No. 23-10-10B Adopting the 2023 Water Shortage Response Plan. Commissioner DiOrio seconded and all voted in favor. Ordinance No. 23-10-10B was adopted as follows:

ORDINANCE NO. 23-10-10B

AN ORDINANCE ADOPTING THE 2023 WATER SHORTAGE RESPONSE PLAN

WHEREAS, The North Carolina Department of Environmental Quality requires that the Town adopt an ordinance establishing procedures and measures for the essential conservation of water resources and for prescribing certain penalties; and

WHEREAS, Kace Environmental has assisted the Town in drafting an ordinance establishing procedures and measures for the essential conservation of water resources and for prescribing certain penalties.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF LAKE LURE:

SECTION ONE. The Town Council hereby adopts the 2023 Water Shortage Response Plan as follows:

**Town of Lake Lure
NC 01-81-020**

Water Shortage Response Plan 2023

An ordinance establishing procedures and measures for the essential conservation of water resources and prescribing certain penalties as required by the North Carolina Department of Environmental Quality.

Be it enacted by the Governing Body of the Town of Lake Lure.

Section 1. Authority to Implement

The Town Manager shall enact the following water shortage provisions should the parameters and conditions outlined in Section 2 be met and it be required. In his absence, the Town's Public Works Director will assume this role.

Lake Lure, Town Manager
Mr. Hank Perkins
(828) 625-9983
whperkins@townoflakelure.com

Lake Lure, Public Works Director
Mr. Dean Lindsey
Office (828) 625-9983 – ext. 304
Mobile (828) 772-6134
dlindsey@townoflakelure.com

Section 2. Factors Requiring Implementation of the WSRP

Several conditions or parameters may require the Town of Lake Lure to implement the WSRP, including but not limited to significant reduction in well water levels, significant increase in pump run times for the predetermined total flow at the wells, contaminates in the water system, acts of terrorism, vandalism, main breaks, and natural disasters.

If any of the factors listed above or by any event or combination of events prevent the water system from delivering water the WSRP phases will be enacted in the following order:

Phase 1 – enacted if a 20% reduction in normal well water levels is noted, if pump run times increase by 20% in order to maintain previous rates, or if by any event or combination of events cause a 20% reduction in the water systems capacity to provide water.

Phase 2 – enacted if a 40% reduction in normal well water levels is noted, if pump run times increase by 40% in order to maintain previous rates, or if by any event or combination of events cause a 40% reduction in the water systems capacity to provide water.

Phase 3 – enacted if a 60% reduction in normal well water levels is noted, if pump run times increase by 60% in order to maintain previous rates, or if by any event or combination of events cause a 60% reduction in the water systems capacity to provide water.

Section 3. Water Use Classification

In order to facilitate a fair and equitable WSRP, every water use will be grouped into one of the three following classifications:

Class 1 – Essential Water Uses – These uses include but may not be limited to water use required to sustain human life and the lives of domestic pets, maintain minimum standards for hygiene and sanitation, health care uses necessary for patient care and rehabilitation, and for fire suppression and fighting to include training and drills approved by the Town Manager.

Class 2 – Socially or Economically Important Water uses – These uses include but may not be limited to water use required to preserve commercial vegetable gardens, fruit orchards, nursery stock, and life stock maintenance; outdoor commercial watering both public and private; establishing vegetation after construction or earth moving activities; filling and operation of municipal or private swimming pools provided that these pools serve 25 or more persons; and operation of commercial car washes, restaurants, laundromats, clubs, schools, churches and other similar establishments.

Class 3 – Non-Essential Water Uses – These include but may not be limited to operation of water fountains, ornamental pools and recreational swimming pools that serve fewer than 25 persons; non-commercial washing of motor vehicles, sidewalks, houses, etc.; and non-commercial watering of gardens, lawns, parks, playing fields and other recreational areas.

Section 4. Phased WSRP and Water Use Reduction Goals

When the WSRP is implemented the phased approach below will be followed:

Phase 1 – Voluntary Conservation – This phase will be implemented when it is determined that one or more of the conditions or parameters outlined in section 2 occurs. Consumers will be notified promptly by any combination of the following methods: mailers, door hangers, public postings at the Town Hall, Post Offices, website if available, newsletters, ect. The public will be asked to begin voluntary conservation measures and ask that all Class 3 Non-Essential Water Uses be halted. Specific conservation measures and tips will be made available to the consumers as seen under Section 7.

Continued water consumption for Class 3 Non-Essential Waster Uses will result in a written notice of violation for the first offense and \$25.00 fine for each subsequent offense.

Once the determining conditions or parameters return to seasonal norms, these measures will be lifted. Failure of the determining conditions or parameters to return to seasonal norms may require the implementation of Phase 2.

Phase 2 – Mandatory Conservation – This phase will be implemented when the Town Public Works Director, or whomever is so designated, issues a Water Shortage Advisory. Consumers will be notified by any or all of the same methods noted in Phase 1. All users will be required to adhere to the voluntary conservation methods as seen under Section 7. All Class 3 uses will be banned. Class 2 uses will be allowed although outdoor vegetation watering will be limited according to the street address as follows: even numbered addresses will be allowed to water on even days of the month and odd numbered addresses will be allowed to water on the odd days of the month.

Durin Phase 2, industrial users will be required to develop and demonstrate to the Public Works Director a water shortage response program that should show at a least a 25% reduction in water usage.

Failure to adhere to the Phase 2 Mandatory Conservation requirements will result in a written notice of violation for the first offense and/or a \$50.00 fine with each subsequent violation increasing the

fine by a factor of \$50.00. Any violation beyond the fourth offense will result in a disruption of water service to the offending party until Phase 2 Mandatory Conservation requirements have been rescinded.

Phase 3 – Emergency Conservation – This phase will be implanted with the issuance of a Water Shortage Emergency Declaration from the Town of Lake Lure Public Works Director. Consumers will be notified by any or all of the same methods noted in Phase 1. All users will be required to use voluntary conservation methods as seen under section 7. Class 3 uses will be banned, and Class 2 uses will be allowed except for vegetative watering. Industrial users will be required to implement their water reduction programs immediately.

Failure to comply with the mandates during Phase 3 will require the offending party(ies) to pay a \$100.00 fine for the first offense, a \$350.00 fine for the second offense, and disruption of water service for the third offense.

In addition, residential users will be allotted 1,000 gallons per month, per person, per connection. If usage exceeds the allotted 1,000 gallons per month, per person, per connection the following surcharges will be assessed: for usage of 1,001 – 1,250 gallons a 25% surcharge will be added to the monthly bill, for usage of 1,251 – 1,500 gallons a 75% surcharge will be added to the monthly bill, for usage beyond 1,501 gallons a 150% surcharge will be added to the monthly bill.

Commercial, industrial, and institutional facilities will be required to reduce their monthly water consumption by 25% of the previous 12-month water consumption average to maintain the current rate for that month. The average water use can be evaluated on an individual basis for facilities with seasonal demand fluctuations. A 10% to 24% water use reduction from the previous 12-month water use average will result in a 25% surcharge on the monthly water bill. A 0% to 9% water use reduction from the previous 12-month water use average will result in a 50% surcharge on the monthly water bill. An increase of 1% to 25% above the previous 12-month water use average will result in a 100% surcharge added to the monthly bill. Any amount used above 25% of the previous 12-month water use average will result in a 150% surcharge added to the monthly bill.

Section 5. Enforcement

Enforcement of mandatory conservation efforts and associated fines will be the responsibility of the Public Works Director and staff under the direction of the Town Manager.

Section 6. Water Shortage Response Plan Cancellation and Return to Normal

As the determining conditions and parameters decrease in severity and return to acceptable conditions, water conservation measures employed during each phase should be decreased in reverse order of implementation. Permanent measures directed toward long-term monitoring and conservation should be implemented or continued so the community will be in a better position to prevent shortages and respond should there be recurring water shortage conditions.

Section 7. Conservation Measures

Users will be directed to adopt the following conservation measures:

Indoor Residential Use

Measures for Voluntary and Mandatory Conservation Phases

- Use dishwashers only when full. Washing dishes by hand saves about 25 gallons if you don't let the tap run.
- If possible, adjust the water levels on clothes washing machine. If adjustment is not possible, be sure to wash full loads of laundry only.
- Turning off faucets while brushing your teeth or washing hands saves approximately 5 gallons per day.
- Reduce water used per flush by installing toilet take displacement inserts (a plastic jug may suffice as an alternative). DO NOT USE BRICKS – they breakdown and disintegrate when soaked for a prolonged period and the resulting grit hinders proper closing and seating of the flap valve.
- Do not use the toilet as a trash can.

- Use sink and tub stoppers to avoid wasting water.
- Keep chilled bottles of water in the refrigerator for drinking.
- Identify and fix leaks in faucets and water-using appliances. Usually, faucets can be repaired inexpensively and quickly by replacing washer.
- Add flow-restricting or other water-saving devices to plumbing. These are usually inexpensive and easy to install.
- Learn to read your water meter! You can judge how much water you use and see for yourself what a difference conservation can make.
- Taking shorter showers and shallow baths can save approximately 25 gallons per occurrence.
- Reduce the number of times you flush the toilet per day. Wait to flush liquid waste and reduce the amount of toilet paper used. Each flush of the toilet uses approximately 5 gallons of water or 2 to 3 gallons if you have water saving toilets.
- Don't use or limit usage of garbage disposals.

Measures for Emergency Conservation or Rationing Phases – in addition to the measures listed above

- Turn off the shower while soaping.
- Use disposable plates, bowls, and eating utensils.

Outdoor Residential Use

Conservation for Normal Conditions and Voluntary Conservation Phase for Lawns

- Water before 10:00 am to prevent evaporation which occurs during hotter parts of the day.
- Watering in the morning is preferred over evening when the dampness promotes fungal growth.
- Water only when lawn shows signs of wilt – grass that springs back when stepped on does not require water.
- Water thoroughly as opposed to frequently. Water long enough to soak the roots. Lightly sprinkling water evaporates quickly and encourages shallow root systems. Water slowly to avoid excessive runoff.
- Don't let a sprinkler run any longer than necessary, 600 gallons of water can be wasted in only an hour with the use sprinklers.
- Allow a maximum of one inch of water per week on your lawn. An easy way to measure this is by using a rain gauge or placing cake tins outside to collect rain and water from your sprinklers.
- Use nozzles on water hoses to avoid waste when watering flowers or shrubs.
- Aerate your lawn by punching holes 6 inches apart. This promotes absorption and allows the water to penetrate to the roots rather than running off the surface.
- Be mindful of sprinkler position, water the lawn not pavement or sidewalks.
- Avoid watering on windy days. Wind can cause the water to be blown off target but can also cause excessive evaporation.
- Keep sprinkler heads clean and debris free to avoid uneven watering.
- Adjust hoses to simulate gentle rain. Sprinklers that produce a fine mist waste water through evaporation.
- Know how to turn off your automatic sprinkler system during rain events.

- If your sprinkler system does not have a timer, use an alarm clock or kitchen timer to remind you to shut off the sprinklers.

Conservation for Normal Conditions and Voluntary Conservation Phase for Vegetable and Flower Gardens

- Water deeply, slowly, and weekly. Most vegetables require moisture to a depth of 6 to 8 inches.
- Keep soil loose and aerated so water can more easily penetrate.
- Weed to reduce the competition for water.
- Put the water where you want it! Avoid undue evaporation by using soil soaking-hoses or slow-running hoses in place of sprinklers.

Conservation for Normal Conditions and Voluntary Conservation Phase for Trees and Shrubs

- Water deeply by using drip-irrigation or soil-soaking hoses.
- Water only when needed. You can check the depth of soil dryness with a trowel.
- Use mulch to reduce evaporation. A 2" to 3" layer of mulch, wood chips, straw, pine needles, or grass clippings helps keep the soil cool in the summer months.
- Dig troughs around plants to catch and retain water.
- Water trees growing in full sun more often than those growing in shade.
- Apply water directly at the base of trees and shrubs instead of using sprinklers.
- Do not fertilize during the summer. Fertilizing increases a plant's need for water.
- Postpone new planting until the fall or spring. Milder temperatures generally require less need for water.
- Install trickle-drip irrigation systems close to the roots of your plants. These systems drip water slowly as opposed to spraying water into the air preventing unnecessary evaporation.
- Water when cloudy, at night, or even during a light rain event.

Conservation for Voluntary Conservation Phase - in addition to measure listed above

- Do not allow children to play with/in hoses or sprinklers.
- Limit or eliminate car washing.
- Catch any rainfall that occurs by placing containers under downspouts.
- Use leftover household water is possible and available.
- Consider delaying seeding or sodding of new lawns.
- You can determine the amount of water used outdoors by comparing your water bills for summer months to those for winter months.

Conservation for Mandatory Conservation Phase - in addition to measure listed above

- Vegetable gardens and food trees should be given minimal amounts of water on an individual basis only.
- Do NOT water lawns or inedible plants.
- Do NOT use sprinklers.

Most outdoor water is prohibited under Emergency Conservation conditions.

Commercial Use

- Reduce laundry usage or services by changing bed linens, etc. only when necessary to preserve the health of patients or residents.
- Use disposable food service linens.
- Identify and repair all leaking faucets, fixtures, and water-using equipment. Pay particular attention to equipment connected directly to water lines such as processing machines, steam-using machines, washing machines, and water-cooled air conditioners and furnaces.
- Assure that all valves and solenoids used to control water flow are completely shut off when the water-using cycle is not engaged.
- Adjust water-using equipment and machinery to use the minimum amount of water required to achieve its stated purpose and function.
- If possible, shorten rinse cycles for laundry washing machines and implement lower water levels and usage.
- For processing, cooling, and other uses either reuse water or use water from alternate sources that would not adversely affect public water supplies.
- Advise employees, customers, students, and other users not to flush toilets after every use. Reduce the number of times you flush the toilet per day. Wait to flush liquid waste and reduce the amount of toilet paper used.
- Install toilet tank displacement inserts, place flow restrictors in shower heads and faucets, and close automatic flushes overnight.
- Install automatic flushing valves to use as little water as possible or to cycle at longer intervals.
- Place water-saving and conservation posters and literature where employees, customers, staff, and students etc. will have easy access to them and where they will be seen.
- Check your water meter on a frequent basis to determine consumption patterns.
- Review usage patterns to determine where other saving could be made.

Section 8. Public Comment

Customers will have multiple opportunities to comment on the provisions of the WSRP. A notice will be included with water bills notifying consumers that a draft of the Water Shortage Response Plan will be available at the Town Hall for customers to view. All subsequent revisions to the draft plan will be published at least thirty days prior to adoption vote by the Town Commissioners.

Section 9. Variance Protocols

Applications for water use variance requests are available from the Town of Lake Lure's website and at the Town Hall. All applications must be submitted to Jennifer Duncan at Town Hall for review by Dean Lindsey, Public Works Director. A decision to approve or deny individual variance requests will be determined within two weeks of submittal and after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social and economic importance, purpose (for example: necessary use of drinking water), and the prevention of structural damage. For all questions or inquiries please contact Jennifer Duncan at the Town of Lake Lure Town Hall at (828) 625-9983 ext. 106 or Dean Lindsey, Public Works Director for the Town of Lake Lure at (828) 625-9983 ext. 304.

Section 10. Efficacy

The efficacy of the Town of Lake Lure WSRP will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors for consideration include the frequency of WSRP activation, problem periods not requiring activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous

years seasonal data. Permanent measures directed toward long-term monitoring and conservation should be implemented and continued so that the community will be in a better position to prevent shortages and respond to recurring water shortage conditions.

Section 11. Revision

The WSRP will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation if emergency restrictions, and at a minimum of every five years in conjunction with the updating of our Local Water Supply Plan. Further a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any proposed improvements of the WSRP to the Town Commissioners. The Lake Lure Town Manager is responsible for initiating all subsequent revisions.

1. Legal Status Provisions

1. Conflict with Other Laws

Whenever the requirements of this Ordinance conflict with the requirements of another statute or Ordinance, the more restrictive standard shall govern.

2. Severability

Should any section or provision in this Ordinance be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

3. Penalty

Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to section 10.99.

4. Effective Date

This Ordinance shall take effect and be enforced on and after the date of its adoption by the Town Commissioners, this 10th day of October 2023.

IX. NEW BUSINESS

F. RESOLUTION NO. 23-10-10A SETTING GUIDELINES FOR ADMINISTRATIVE APPROVALS FOR PROJECT CHANGE ORDERS

Manager Perkins noted that this item was discussed with Project Manager Michael Dydula at the September work session. It was explained that discussions stemmed from conversations regarding the multimillion dollar reservoir drain valve installation project with Morgan Corporation. It was further explained that the Town has a contingency for changes in prices in all capital project ordinances. Manager Perkins summarized that the resolution affirms that the Town Manager may approve change orders as long as they are within the contingency limit. Manager Perkins added that Town Council will still be notified if change orders occur.

Commissioner DiOrio made a motion to adopt Resolution No. 23-10-10A Setting Guidelines for Administrative Approvals for Project Change Orders. Commissioner Proctor seconded and all voted in favor. Resolution No. 23-10-10A was adopted as follows:

RESOLUTION NO. 23-10-10A

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE SETTING GUIDELINES FOR ADMINISTRATIVE APPROVALS FOR PROJECT CHANGE ORDERS

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

WHEREAS, the Town of Lake Lure adopts capital project ordinances for major projects; and

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

WHEREAS, capital project ordinances include a contingency amounts approved by Town Council; and

WHEREAS, Town Council has reached consensus that in order to complete projects in a timely manner the Town Manager may approve all change orders up to the contingency amounts approved within capital project ordinances.

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

SECTION ONE. The Town of Lake Lure Town Council authorizes the Town Manager to approve all change orders up to the contingency amount approved by Town Council.

SECTION TWO. The Town Manager and Project Manager will review on prospective or needed changes and authorize such modifications to the project to allow for successful and productive completion prior to the Manager's final approval.

SECTION THREE. Town Council will receive notification for any change order exceeding \$100,000.

SECTION FOUR. Once the contingency allotment has been fully disbursed, Town Council will be briefed with a project overview and update. Any further allotments for contingency will be approved at that time.

SECTION FOUR. The resolution shall become effective upon adoption.

IX. NEW BUSINESS

G. RESOLUTION NO. 23-10-10B ACCEPTING STATE REVOLVING LOAN OFFER OF \$7 MILLION

Manager Perkins explained that this item was also detailed at the work session and that the state has approved offered the Town an additional State Revolving Fund (SRF) loan of \$7 million. Manager Perkins added that this would be in addition to the existing SRF and American Rescue Plan Act (ARPA) funding. It was noted that this loan will need to be expended after the existing SRF and ARPA funds are expended. Manager Perkins detailed that this SRF loan offer has a 0 percent interest rate and a 30 year term like the existing SRF loan.

Commissioner DiOrio made a motion to adopt Resolution No. 23-10-10B Accepting State Revolving Loan Offer of \$7 Million. Commissioner Bryant seconded and all voted in favor. Resolution No. 23-10-10B was adopted as follows:

RESOLUTION NO. 23-10-10B

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
ACCEPTING A 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 unites 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 million for 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 approved plans and specifications;

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

That The Town of Lake Lure does hereby accept the State Revolving Loan offer of \$7 million.

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.

That the Town Manager of the Town of Lake Lure, 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.

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 the Federal and State grants and loans pertaining thereto.

This Resolution shall be effective upon its adoption.

IX. NEW BUSINESS

H. BUDGET AMENDMENT #356 FOR HVAC UNIT REPLACEMENT FOR POLICE DEPARTMENT

Manager Perkins noted that the HVAC unit for the Police Department has been included in the budget in past years and was not necessary, so it was removed from the budget this year. Manager Perkins added that the HVAC unit has now stopped functioning and a budget amendment is needed in order to fund the replacement.

Commissioner Doster made a motion to approve Budget Amendment #356 for HVAC unit replacement for Police Department. Commissioner Bryant seconded and all voted in favor.

IX. NEW BUSINESS

I. BUDGET AMENDMENT #357 FOR MANHOLE #11 EMERGENCY REPAIR

Public Services Director Dean Lindsey explained that Budget Amendment #357 is associated with the emergency repair of a manhole that took place over Labor Day Weekend. It was noted that the only task left is to rebuild the seawall that had to be altered during the repair. Commissioner Doster asked if the property owner is responsible for any expenses. Director Lindsey noted that the seawall is so old that it is uncertain who owns it. Mayor Pritchett asked if the expenses for the seawall repairs are included in Budget Amendment #357 and Director Lindsey answered yes. Commissioner DiOrio noted that the Town should approach the property owner and communicate with them that they are getting a very basic, structurally sound seawall replacement and that they will be responsible if they want anything more elaborate. Manager Perkins confirmed that the replacement seawall will be basic and minimal in footage. Commissioner DiOrio reiterated that the Town needs to have dialog with the property owners. Director Lindsey agreed to communicate with the property owner. Finance Director Stephen Ford noted that this will come out of the Water/Sewer fund. Commissioner Doster asked why the Town is fixing the seawall when it belongs to the property owner. Director Lindsey explained that because it was an emergency, the Town had to remove the seawall to complete repairs but if a non-emergency situation occurs then staff will work with homeowners who will need to pay for seawall repairs. Commissioner DiOrio expressed that the Town does not need to set a precedence for repairing seawalls outside of non-emergency situations.

Commissioner Bryant made a motion to approve Budget Amendment #357 for manhole #11 emergency repair. Commissioner DiOrio seconded and all voted in favor.

IX. NEW BUSINESS

J. DUKE ENERGY POWER PURCHASE AGREEMENT (PPA) TERM OPTIONS

Manager Perkins noted that Duke Energy provided the Town with information following the September work session meeting, which is why it was not discussed then. Manager Perkins detailed that the current Power Purchase Agreement (PPA) is expiring on October 31st and Duke Energy has provided term options. Manager Perkins recommended opting for the two year term option. Manager Perkins added that there are unknowns with the future of Duke's cost avoidance with producing genericity, but expressed that he does not think that cost avoidance will decrease and that he would recommend going for the shorter two-year term rather than a five or ten year term. Commissioner DiOrio noted that the level of subsidies for green energy credits should increase, as well. It was noted that automation for the dam will allow for accommodations to maximize credits. Commissioner Proctor expressed support. Manager Perkins stated that he would inform Duke that they Town would like to opt for the two year option and they should provide the Town with a draft PPA with that term prior to the October work session and action meeting.

Commissioner DiOrio made a motion to opt for the two year term for the Duke Energy PPA. Commissioner Doster seconded and all voted in favor.

X. ADJOURNMENT

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 6:01p.m. Commissioner Proctor seconded and the motion carried 4-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE REGULAR WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, OCTOBER 25, 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
Laura Krejci, Communications Director
Jennifer Duncan, Human Resources/Customer Service Specialist
Dean Givens, Parks, Recreation, and Lake Director
Dean Lindsey, Public Services Director
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 DiOrio made a motion to adopt the agenda, with the relocation of Item XV (“Continue Review of Proposals for the Lease of the Former ABC Store Property”) to Item IV and renumbering the remaining items accordingly. Commissioner Bryant seconded and the motion carried 4-0.

III. PUBLIC COMMENT

There were no comments from the public.

IV. CONTINUE REVIEW OF PROPOSALS FOR THE LEASE OF THE FORMER ABC STORE PROPERTY

Manager Perkins explained that the Town continued accepting proposal for the lease of the former ABC Store and there have been two updated proposals received. Manager Perkins detailed that one updated proposal was submitted by Mr. Wade Oppliger and Mr. Paul Brock, and the other updated proposal was submitted by Lake Lure Tours. Manager Perkins pointed out that staff provided a table comparing the proposals in the meeting packet. It was noted that the updated proposal from Lake Lure Tours only involves the lease of the building and the proposed rent price is now \$3,000. Commissioner Proctor noted that Mr. Oppliger and Mr. Brock's proposal includes that the Town will pay for the construction of a deck, which is not included in the comparison chart. Commissioner DiOrio noted that Lake Lure Tours rent is now proposed at \$3,000 for just the building. Manager Perkins noted that Mr. Oppliger's proposal had a rent increase and is now \$4,000 per month which would include all elements that they would like to use including docks, parking, ramps, and adjacent property. It was noted that the newly proposed term from Lake Lure Tours is two years. Manager Perkins and Council discussed that Mr. Oppliger and Mr. Brock's proposal includes \$4,000 rent plus concessions. Manager Perkins noted that he had not heard any other updates from any former proposers.

Mr. Brock provided a summary as to why he joined Mr. Oppliger's proposal, along with WNC Outdoor Collective. It was noted that Mr. Oppliger is involved in an outdoor coalition that could bring in local paddle boards, hammocks, and other outdoors equipment. Mr. Brock noted that the main reason that he wanted to get involved is because he was concerned about the character of Pool Creek Park, parking, and boat docks remaining public. Mr. Brock added that he thought that more could be done with the store than was proposed in Mr. Oppliger's original proposal. It was summarized that the proposal includes the building, the area in which Mr. Oppliger utilizes his rowing equipment, and additional parking. It was further noted that their proposal does not include Pool Creek Park. Mr. Brock noted that the proposal includes a deck which would be built by the Town. Mr. Brock explained that his plan would be to extend Lured Market's products into the former ABC Store such as seafood, meat, wine. Mr. Brock explained that he has completed research and can provide photos of his vision. Mr. Brock added that he would like to incorporate a nice café with coffee and baked goods.

Mr. Brock noted that he envisions the store operating with the current parking spots in addition to seven or eight additional parking spots near the dirt road area, if it is doable per Community Development. Commissioner Doster noted the current parking holds about 10 to 11 spaces. Commissioner DiOrio expressed that a parking plan as a separate action will be a factor no matter which proposal is chosen and noted that Town would work with the renter.

Commissioner DiOrio asked for clarification that the building would have a combination of items from the WNC Outdoor Collective and an expansion of Mr. Brock's existing store's products. Mr. Brock confirmed that this is correct.

Commissioner Doster noted that he is interested in hearing more about the outdoor portion of Mr. Brock and Mr. Oppliger's proposal. Commissioner Doster asked if they are planning to mirror what has been done in Black Mountain by the WNC Outdoor Collective. Mr. Oppliger answered yes, but in a sense that is leaning more towards water activities. Mr. Oppliger explained that he is looking for a formalized agreement for the space that his Rowing Club already utilizes. Mr. Oppliger noted that operations would not encroach outside of this space at all. Mr. Oppliger directed Council to his site plan and explained that there is a lot of vehicle access to the ramp space and that he would like additional access for non-motorized boats. Mr. Oppliger added that the ramp is slick right now and that he would like to have dry access. Mr. Oppliger noted that the significant change for the rowing area would be an additional dock located behind the current boathouse and by existing docks. Mr. Oppliger noted that if boat house being used by the Town were to become vacant, he would like to renovate them into a gym through a phased process. Commissioner Doster expressed that the Town will continue using the boat house for the time being.

Mayor Pritchett noted that during discussions at a previous meeting, the Town asked who would be responsible for paying the rent for building. Mr. Brock explained that it would be a combination between him, WNC Outdoor Collective, and possible other parties. It was noted that Mr. Oppliger would be responsible for paying concessions.

Mr. Brock detailed that many of the boat accessories that would be sold in the store would be made locally.

Commissioner Doster noted that after a past Parks and Recreation Board meeting, it was evident that the Board had concerns with maintaining the attractive appearance of the site and asked what the site will look like with non-motorized rental equipment out. Mr. Brock noted that he is committed to maintaining the attractiveness of the area and noted that rentals can be limited according to needs. Commissioner Doster expressed support for the use of skulls and noted that Lake Lure Classical Academy and collegiate rowing teams can use them, but noted that drawdowns will impact the ability to operate the skulls year round. Mr. Oppliger noted that if their proposal is chosen, they can work towards displaying more permanent structures that would be nice, neat, kept safe from weather. Mr. Oppliger agreed that he would like the area to look nice and be in keeping with the aesthetic. Commissioner DiOrio noted that the lake is the Town's property and that Mr. Oppliger and Mr. Brock would be responsible for paying for the rights to put a structure on Town property aside from the Town's boat house. Council members and proposers discussed that zoning and planning regulations will have to be considered when planning and that these regulations may impose limitations. Council members expressed concern with Mr. Oppliger's request to use the Town's police boat house and asked if the Town's boat house could be taken completely out of the equation for the time being. Mr. Oppliger questioned if would it be possible to add a boat house adjacent to the Town's for his activities. Commissioner DiOrio noted that zoning regulations restrict a lot of development in that area, but it could be explored. Mr. Oppliger expressed that they are trying to facilitate better access for non-motorized boat users.

Commissioner DiOrio noted that any renters will not limit the Town's abilities to operate on the same property.

Commissioner DiOrio broached the framing of the concessions and noted that Town policy is that any time there is a boat use related monetary endeavor taking place on Town property a concession is required and 15% has been the standard. Commissioner DiOrio added that that rental of non-motorized would require a livery. Commissioner DiOrio asked if these factors fit Mr. Oppliger and Mr. Brock's vision for the property. Mr. Brock answered yes. Mr. Brock noted that one additional possibility is fishing guide services. Commissioner DiOrio noted that if they invest in the dock there would possibility need to be an arrangement to rent out slips. Mayor Pritchett asked for verification that store sales will not be included in the concession and it was confirmed.

Mr. Brock noted that he understands that there are a few factors that need to be expanded on. Mr. Brock added that h feels like there is a lot of support for this proposal and when he ran the numbers he felt as though the business can support the proposed rental amount. Mr. Brock also noted that he will need to make improvements inside the building.

Commissioner DiOrio asked that they consider that if docks are installed, he would like to see the same kind of docks that are in Washburn, which are floating aluminum, and asked if they would need access to the Town's hot docks. Mr. Brock noted that he thinks that the public should have access to the hot docks and that he does not want to control those docks, but they could help the business. Commissioner. DiOrio noted that phase two portion of the proposal is up for negotiation, but the expectation is that Mr. Brock and Mr. Oppliger want to use the area with exception of the Town's boat house which would continue to house the police boat.

Mr. Oppliger noted that one thing they want to do that is not on the updated proposal is to proceed with completing permitting. Commissioner Proctor noted that permitting would require a really detailed site plan and that the concept plan could not replace an approval of a site plan. Mr. Oppliger noted they want to look at feasibility for the dock, access door, and long dock. Commissioner Proctor noted that even the deck would need approvals and noted that Council can approve concept plans, but site plans would have to be approved by Community Development.

Mr. Brock noted that the reason that they are asking for the Town to pay for the deck is because it will remain on site after they are gone. Council asked if there was a cost estimate for the deck. Mr. Brock expressed that they do not have a cost estimate for the deck yet and that it would be dependent on size. Mr. Brock noted that adding the deck would be an enhancement to the property. Mr. Brock expressed that there is also a propane tank and non-native growth that may need to addressed.

Council discussed that the Lake Lure Tours proposal is very straight forward.

Mr. Brock noted that he would like a five year term with an option for an additional five years. Mr. Brock noted that five years would be the minimum amount of time that he is willing to enter into a lease for because of the time and effort spent. It was noted that Lake Lure Tours is asking for a minimum term of two years. Commissioner Proctor noted that he has dealt with multiple commercial leases where the rent increases after the first term depending on cost of living.

Manager Perkins noted that there are recommendations for rent increases within the appraisal report.

Commissioner Bryant noted that from his perspective, there are only two active proposals at this time including the one from Lake Lure Tours and from Mr. Oppliger and Mr. Brock. Other Council members agreed.

Commissioner DiOrio asked what the next steps are. Council discussed that the next steps are allow the proposers to make any updates, to update the comparison chart, and revisit discussions at a future meeting.

Commissioner DiOrio noted that the proposers cannot obtain permits prior to a decision being made, but recommended that they speak Community Development to see what would be plausible. Director Williams agreed to speak with the proposers.

It was noted that limitations for the deck needed to be determined in order to determine costs. Manager Perkins asked Mr. Brock if the deck will be accessed through the existing rear of the building and Mr. Brock said yes and added that it would be nice to have a second door but he not asking the town to provide this.

Commissioner Doster noted that when Mr. Brock and Mr. Oppliger update their proposal, phase two needs to be removed.

Project Manager Dydula suggested that the Town only has zoning and planning authority, and that the proposers will need to consider trout buffers, soil and erosion, and other state determined factors. Project Manager Dydula recommended getting an option on the property and go through due diligence. Project Manager Dydula reiterated need for site feasibility plan. Mr. Brock noted that he and Mr. Oppliger are in the process of working with Odom Engineering on a site feasibility plan.

Council members reiterated that the comparison chart would need to be updated and that discussions could continue at a later meeting.

V. DISCUSS PROPOSED AMENDMENTS TO SPEED LIMIT ORDINANCES

Manager Perkins explained that he has received a few comments and questions regarding placement of speed limit signs in residential neighborhoods. It was further explained that are a couple of signs for Town wide speed limits placed at Town entrances, but the Code or Ordinances does not have supporting language. Manager Perkins proposed an amendment to add declarations to the Ordinances for speed limits. Manager Perkins detailed that based on a guiding document for traffic, speed limit signs should be placed, if needed, at the beginning of a residential neighborhood and there would not be a need for any additional signs in that neighborhood. Manager Perkins noted that an amendment would codify the 25 town wide speed limit and any other posted speed limits could be added in the future. Manager Perkins added that the Town should also added verbiage that states that nothing in the 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. Manager Perkins explained that Town Council by ordinance would designate specific streets that are different from 25 MPH and those would be added to the Code of Ordinances. Commissioner Bryant asked if this would be just for Town owned streets and Manager Perkins answered that the Code would be enforceable for both public and private streets within Town limits because the Town controls street safety. Manager Perkins noted that it would be a gradual transition and Council discussed. Commissioner Proctor asked if the town would need to approve speed limits for private roads in Town limits and Town Attorney William Morgan expressed that it is his opinion that Council should approve all roads within Town limits, but it was noted that Attorney Morgan will follow-up.

Council members expressed support for codifying speed limits within the Ordinances and there was consensus to vote on the proposed amendments during the regular meeting in November.

VI. REVIEW AND CONSIDER TAKING ACTION ON DUKE ENERGY POWER PURCHASE AGREEMENT AND RENEWABLE ENERGY CERTIFICATIONS TRANSACTION AGREEMENT

Manager Perkins explained that this topic was discussed at the October 10th meeting and that Council opted for a two year Power Purchase Agreement (PPA) and Renewable Energy Certifications (REC) Transaction Agreement. It was detailed that the Town had received updated information based on the two year term that was selected. Manager Perkins noted that both the PPA and REC Transaction Agreement expire on October 31st and recommended that Council take action on approving future agreements.

Commissioner DiOrio made a motion to approve the Duke Energy Power Purchase Agreement with a two year term. Commissioner Bryant seconded and all voted in favor.

Commissioner DiOrio made a motion to approve the Renewable Energy Certifications Transaction Agreement with a two year term. Commissioner Bryant seconded and all voted in favor.

VII. CONTINUE DISCUSSIONS REGARDING LAKE LURE TOURS OFF-SEASON BEACH HOURS

Manager Perkins explained that this item was discussed at the October 10th meeting and there were questions about how the request from Lake Lure Tours (LLT) would impact off season use of beach for events. Manager Perkins announced that off-season use of the beach for authorized supervised events would not be impacted. Council members discussed that closing the beach to unsupervised access in the off-season is a matter of safety.

Commissioner DiOrio made a motion to approve the request submitted by Lake Lure Tours regarding off-season beach hours. Commissioner Proctor seconded and all voted in favor.

Manager Perkins asked if the Council would like to approve the request for multiple years. Council discussed approving for this season off-season now and looking at a contract amendment for future off-seasons.

VIII. REVIEW JOB DESCRIPTION FOR THE HYDRO UTILITIES TECHNICIAN POSITION

Manager Perkins explained that Public Services Director Dean Lindsey wants to convert the former hydro utilities supervisor position to a technician position. It was added that the position would decrease in hierarchy and pay scale. Council expressed support for the new position description. Commissioner Bryant asked if this position would include the use of Town vehicles and it was answered no.

Manager Perkins stated that the Hydro Utilities Technician description would be on the November regular meeting agenda for approval.

IX. REVIEW PROPOSED SCHNABEL WORK ORDER NO. 12, PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR DAM AND SPILLWAY GATE INSPECTIONS

Director Lindsey explained that Schnabel Work Order 12 entails the inspection of the dam and spillways every five years. It was noted that Work Order 12 would enable new seals on the tainter gates. Director Lindsey expressed that it is for the purpose of maintaining safety of the dam. Commissioner DiOrio expressed surprise and concern with the costliness of the Work Order. Director Lindsey noted that he can ask for a more detailed breakdown of the costs. Commissioner DiOrio recommended delaying approval of the Work Order until the Town can get a more detailed cost breakdown, including the costs engineering and design. Commissioner DiOrio asked if it would be more beneficial from a cost and ease standpoint to complete inspections when the drain valves are installed and the lake can be drawn down further. Project Manager Dydula answered no and expressed that this is important and should be done as soon as possible. Project Manager Dydula noted that he also had concerns with the costs, but Schnabel explained the cost breakdown to him. Commissioner Proctor expressed that Council knows that inspections need to be completed, but they would like to have a better understanding of costs before approving the Work Order. Director Lindsey recommended getting more information on the inspection of the spillway gates, but expressed that the Town should proceed with the dam inspection which has a lower cost. It was noted that Work Order 12 will be re-visited at the regular Council meeting in November. Manager Perkins noted that a budget amendment will be required when Work Order 12 is approved. Council discussed the possibility of only approving Task 1 for the dam inspection for the time being.

X. DISCUSS CAPITAL RESERVE FOR BUILDINGS, LAND, AND PARKS

Manager Perkins explained that a memo from Finance Director Stephen Ford was provided in the meeting packet detailing the recommendation to create a capital reserve for buildings, land, and parks. Manager Perkins noted that the Town will need to establish the purpose, timeframe,

and desired amount of funds for the reserve. Manager Perkins added that the reserve can always be amended in the future. Manager Perkins recommended that the annual appropriation for the reserve will entail the Town's pledge for TDA funds, at a minimum. Commissioner DiOrio noted that this would improve the annual budget and asked if it will be established during this fiscal year. Manager Perkins answered that he would recommend that it is established during this fiscal year and noted that there was unspent funds for the public works laydown last year and that these funds can be incorporated into this reserve. Mayor Pritchett asked what the amount of unspent funds for the public works laydown area was and it was estimated to be about \$450,000. Commissioner DiOrio noted that audit needs to be pristine in order to increase funds for infrastructure and expressed that he likes the idea of creating this capital reserve, but wants to ensure that it will be a positive factor on the audit and will not disrupt the general fund balance. Manager Perkins expressed that he does not think that the general fund balance will be negatively disrupted. Commissioner Proctor expressed that in his experience, the Local Government Commission (LGC) prefers capital reserves and understands restricted vs. non-restricted reserves. Manager Perkins noted that staff will prepare the mechanics and will present documents for approval at the November regular meeting.

Mayor Pritchett called for a 5 minute break.

XI. REVIEW RECOMMENDED PERSONNEL POLICY CHANGES

Manager Perkins noted that he and Human Resources Specialist Jennifer Duncan have been in the process of making proposed amendments to the personnel policy and that the recommended changes are located in the meeting packet. Manager Perkins explained that the Town has a post-retirement state health plan benefit that is no longer allowed in the state. It was noted that January 1, 2021 was the deadline for someone to be eligible to remain on the state health plan after retirement. Manager Perkins explained that he would like to continue to offer post-retirement health insurance benefits and explained that staff is proposing that any employee who retires with the Town and was hired after January 1, 2022 would work with an insurance broker, get a Blue Cross Blue Shield comparable plan. Manager Perkins expanded that for the first 18 months of retirement, retirees will be covered by COBRA which will be paid by the retiree and reimbursed, then the retiree will transition to the plan offered by the Town until they are eligible for Medicaid. Manager Perkins noted that in order for a retiree to receive this benefit, they must be eligible to retire in local governmental employees' retirement system, must be with the Town for 5 consecutive years of service prior to retiring with the Town. Manager Perkins added that retirees also must meet the minimum age and longevity. Commissioner DiOrio asked if the subsidy is different based on years of service and Manager Perkins answered that it is all the same once eligibility is met. Commissioner DiOrio asked what the minimum age for retirement is for non-law enforcement officers and Manager Perkins answered that he thinks 50 is the minimum age that someone is eligible to retire after working for 20 years, but you must work 30 years to receive full benefits. Manager Perkins noted that current Lake Lure hires have been told that they would receive insurance benefits after retiring with the Town, but noted that Council could add a date limit for those who are hired in the future. Mayor Pritchett asked if Town staff think this is a benefit that will market people to work for Lake Lure and Specialist Duncan answered yes. Commissioner DiOrio asked how much money will be spent per year for health insurance for individual retirees

and Specialist Duncan explained that it will be more expensive for retirees than employees, but the total costs are unknown at this time. Manager Perkins noted the benefit to having a retiree on COBRA for 18 months is that they remain on the state health plan for that amount of time. Manager Perkins noted that the Town plans to follow the policy being implemented by Nash County.

Manager Perkins explained that a current policy is that the Town allows non-exempt employees to accrue compensatory time, but they are not allowed to cash it out at any time. Manager Perkins detailed that the recommended amendment will allow employees to accrue up to the general statute determined limit and anything over that limit will be cashed out. Manager Perkins noted that money that is not cashed out for excess compensatory time represents a liability on the Town's books. It was noted that a lot of Towns will urge employees to use compensatory time through the year and that Lake Lure will do this, but staff is recommending paying out any excess compensatory time annually. Mayor Pritchett expressed that this has been an issue in the past. It was noted that the Town will try to start pay outs prior to the end of the fiscal year. Mayor noted that if staff is accruing an excessive amount of overtime, it may be beneficial hire additional employees. It was noted that most overtime is accrued by public safety and public works staff. Commissioner DiOrio explained that at federal level, employees are required to use compensatory time within two weeks of accrual and it expires if it is not used within that time. Manager Perkins noted that the Town cannot legally allow compensatory time to expire. Commissioner DiOrio suggested that the Town establish a time limit for compensatory time to be used. Parks, Recreation, and Lake Director Dean Givens explained that an issue with having a limited amount of time to use compensatory time is that most overtime in his department is accrued in the summer months and that is when they are needed the most, so it would be difficult for them to take time off within those months. Council discussed paying overtime versus compensatory time. Mayor Pritchett noted that the Town will need to budget for any pay outs at the end of the year.

Manager Perkins noted that there has been a limit of one year to transfer sick leave and Town staff is recommending that the limit be expended to two years. It was discussed that sick leave cannot be paid out. It was noted that an individual must be a part of the local government or teacher retirement system in order to transfer sick leave. Manager Perkins explained that there is not a limit to the amount of sick leave accrued and that it is the Town's policy that an employee should use all compensatory time prior to using any sick leave time.

Council expressed support for the recommended personnel policy amendments.

<p>XII. CONTINUE DISCUSSIONS REGARDING BOYS CAMP ROAD/PARKS AND RECREATION TRUST FUND (PARTF)</p>
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Manager Perkins explained that he met with consultants with McGill Associates who work in this area, one individual of which was the previous director for the Parks and Recreation Trust Fund (PARTF). Manager Perkins noted that there was a previous misunderstanding that the Town cannot apply for a PARTF grant if it is in violation related to another PARTF grant, but this is only the case for the Land and Water Conservation Fund (LWCF). Manager Perkins confirmed that the Town can apply for PARTF for Morse Park and that the application will include a note that the Town is out of compliance for Boys Camp Road but is working towards resolving issues and

gaining compliance. Manager Perkins explained that at the last meeting, there was a consensus to proceed with a conversion. Manager Perkins expanded that paying back the PARTF funds for Boys Camp or going through a conversion process will be time consuming and costly, but a conversion would be more complex and the Town would need a new plan design and multiple appraisals. Manager Perkins expressed that the fastest and easiest way to get in compliance with PARTF is to pay it back. Commissioner Proctor asked if this is also applicable for LWCF and Manager Perkins answered that LWCF is federal, so it is different and it would be very difficult to get back into compliance with LWCF. Manager Perkins added that there are so many restrictions associated with LWCF that the Town may not even want to pursue LWCF in the future. Commissioner Doster asked if the Town can proceed with getting an appraisal for Boys Camp and Manager Perkins noted that staff is currently working on the appraisal process and that the Town is using the original appraisers that were used for the property. Manager Perkins noted that either conversion or repayment will have to be made at current value. Manager Perkins also noted that McGill Associates is going to speak with individuals directing PARTF to gain a better understanding of what is needed from the Town because the Town has found that it is difficult to receive any direct answers from PARTF. Manager Perkins noted that Town staff wants the appraisal done before the cell tower is constructed. It was explained that if the Town had begun investing in the Boys Camp campground project, it would have increased the property value. Commissioner DiOrio expressed that he would rather work on a conversion to avoid a sunken cost. Commissioner Proctor noted that there will be costs for planning and development associated with the conversion. Manager Perkins detailed the extensiveness of completing a conversion. Council members expressed that they would like to see an appraisal of the property prior to continued discussion. Manager Perkins stated that the appraisal will be done within the next couple of weeks.

XIII. REVIEW MAINTENANCE AGREEMENT FOR NEW ELECTRIC VEHICLE CHARGERS AND DISCUSS CHARGING FOR USE OF CHARGERS TO COVER TOWN COSTS

Manager Perkins explained that the Town's Electric Vehicle (EV) chargers are not functioning correctly. Manager Perkins detailed that they are at least six years old and the Town acquired them when technology was less advanced. Manager Perkins added that Town staff is in the process of replacing the broken chargers and that he is recommending entering into a maintenance agreement for three years which will allow the Town to get the best cost. Manager Perkins explained that users of the chargers will pay for the costs of electricity use and any transaction charges that the town will need to pay. Manager Perkins recommended approval of the maintenance agreement at regular meeting in November. Mayor Pritchett asked how many chargers the Town will be replacing and Manager Perkins answered two. Mayor Pritchett and Commissioner DiOrio questioned why the Town provides EV chargers and why no other establishments in the town do not. It was noted that there is a parking limit of four hours. Commissioner DiOrio asked if the Town could implement a surcharge to cover the costs of the chargers. Manager Perkins noted that the Town could implement a surcharge, but expressed that the chargers are not expensive. Commissioner DiOrio asked if the \$5,000 cost is worth the investment in what the Town gets back in use and tourism and Manager Perkins answered yes. Commissioner Doster asked if the replacement chargers will be universal and Manager Perkins noted that there are adapters that people can use for all types. Commissioner Doster asked how much it would cost to relocate them the EV chargers and Manager Perkins noted that it would be more cost effective to replace in the current location. Commissioner Doster noted that sometimes the chargers are a hindrance

in the current location. It was noted that the chargers may need to be relocated after the Morse Park parking lot is expanded. Council expressed support for a maintenance agreement for the replacement EV chargers.

XIV. REVIEW THE ZONING AND PLANNING BOARD'S RECOMMENDATION REGARDING CHICKENS AND CHAPTER 4 ("ANIMALS") OF THE CODE OF ORDINANCES

Director Williams explained that Council was provided with Zoning and Planning Board recommendations in regard to allowing chickens and summarized that the Board agreed that there could be a way to allow property owners to have up to four hens, but could not settle on parameters. Director Williams added that opinions were mixed and there was no consensus to parameters that would allow chickens. It was noted that the proposal in the package was what Town staff had created and presented to the Board based on their past discussions. Director Williams noted that two parameters are listed and that the strictest parameters would be favorable. Mayor Pritchett asked who would be monitoring and enforcing the regulations surrounding chickens and Director Williams explained that there would be a registration fee each year and that would allow staff to follow-up on chickens. Director Williams noted that staff would also investigate based on complaints received. Director Williams added that people would need to provide site plan in order to be permitted to have chickens. Mayor Pritchett expressed that it will take a significant amount of time to enforce. Commissioner DiOrio suggested leaving the recommendation as is and allowing the public to comment on it during a future meeting. Council continued discussions regarding the Zoning and Planning Board motions. Commissioner Doster noted that there were a few public comments at the last Zoning and Planning Board meeting and there were some that were against chickens and some that were in favor of chickens. Manager Perkins noted that the people who spoke against chickens did so based on a specific instance and that instance was unregulated and unlawful. Commissioner Doster noted that an email he received was completely against allowing chickens. Commissioner Proctor expressed the Town needs to look at other towns who have an ordinance allowing chickens. Director Williams noted that the Town is different from other communities because of the lake. Commissioner Bryant noted that one detail that is not listed in the recommendation is acreage limitations and recommended that a limit be set for minimum acreage for allowing chickens. Manager Perkins expressed that more restrictions should be imposed to start with. Director Williams noted that if allowed, there would be a four hen limit, only in residential areas, and no free-range chickens or roosters would be allowed. It was noted that parameters for property lines and home setbacks should suffice in lieu of acreage limitations. Director Williams details the need for greater setback distance from lake. Director Williams expressed that it is his opinion that the four hen limit is reasonable and that he does not want chickens on small properties. Commissioner Doster noted that another detail that was brought up was predators that chickens could attract. Commissioner Proctor noted that his daughter has chickens and in her experience, only foxes and hawks have been an issue. Director Williams added that his son has chickens and that they have attracted coyotes, hawks, raccoons, and foxes. Director Williams noted that chickens would not attract bears, but inadequately contained chicken feed could.

Mayor Pritchett summarized that there is consensus for a recommendation at this time and asked what the next steps are. Director Williams recommended that staff can revise language to fit the most conservative parameters and can bring the updated language to Council during the next work session and action meeting. An attendee asked if this will be re-visited and it was confirmed that it will be re-visited at the next work session and action meeting.

XV. REVIEW THE ZONING AND PLANNING BOARD'S RECOMMENDATION REGARDING ALCOHOL SALES IN LAKE LURE

Director Williams noted the Zoning and Planning Board has been in the process of crafting a recommendation for ordinance language related to alcohol sales in Lake Lure and that they have provide a final recommendation to Council located in the meeting packet. Director Williams cited the recommendation is to 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 36-62(B) (1). Director Williams also discussed the Board’s recommendation for staff interpretations. Commissioner Doster explained that if someone wants to open an establishment to sell alcohol, they have to submit an application to the state ABC Commission and the Community Development Department must fill out a portion of it. It was noted that in order to sell spirituous liquors, an establishment must be a restaurant. Director Williams agreed that staff has to fill out a portion of the application form submitted to the ABC Commission to ensure that the establishment will be in compliance with local regulations and that the state is not likely to override a local government’s determinations. Commissioner Proctor asked if private clubs are allowed and defined in the zoning ordinances. Director Williams answered that private clubs are not currently defined, but have been a couple of private clubs in the past. Commissioner DiOrio noted that there is a couple of the establishments that serve alcohol on lake structures and recommended the Town add a clause that this privilege is extended to any associated lake structures since they are on Town property.

Director Williams concluded that he will revise the proposed ordinance and the Town will schedule a public hearing in the future.

XVI. SRF LOAN UPDATES

Manager Perkins explained that after the Town had recently accepted the additional State Revolving Fund (SRF) loan offer, staff received a revised offer with an additional \$80,261 that was accidentally left out of the first offer letter. It was noted that the Town will need to replace the recently adopted resolution accepting the SRF with an updated resolution. Manager Perkins added that the state has asked for additional documents to be submitted for the acceptance that were also not included in the original offer letter and that staff will be working on completing these documents. It was noted that the updated resolution should be on the regular meeting agenda in November.

XVII. DISCUSS INTERNSHIPS

Manager Perkins explained that staff feels that the Town would benefit from hosting interns who can help with Town operations such as integrating new sewer policies and other issues. Manager Perkins noted that he has also spoken with Director Williams about getting an intern for Community Development who could work on updating GIS records. Manager Perkins noted that he is in contact with Appalachian State University about the process to hosting an intern.. Manager Perkins detailed

that the internship would pay about \$15-\$20 per hour, would be for 12 weeks, and would likely begin in April and end after the fiscal year is over. Manager Perkins asked that Council provide input on this topic. Manager Perkins noted that a budget amendment will be required to allot for paying the interns and that the Town can plan to budget for interns in future fiscal years. Council members expressed support.

XVIII. DISCUSS NELON GARBAGE SERVICES AGREEMENT

Manager Perkins explained that the Town has been operating Garbage Services through annual contracts with Nelon. Manager Perkins added that the Town needs to enter into a new agreement with Nelon and recommended that the agreement extend for longer than 12 months. Manager Perkins recommended that the Town enter into an agreement from the time of approval until the end of June 2025. Manager Perkins noted that after the two year agreement expires, it would be beneficial to advertise for bids for competitive pricing in the future. It was noted that staff will work on an updated agreement with Nelon and it will come before Council for approval.

XIX. PROJECT MANAGER UPDATES

Project Manager Dydula noted that he wants to re-visit dam inspection conversation and explained that he had spoken with Jonathan Pittman from Schnabel who informed him that DEQ inspected the dam in 2017 and Schnabel re-inspected it in 2018, but there are still some outstanding issues that need to be addressed per DEQ's recommendation. Project Manager Dydula urged Council to proceed with the inspection of the dam.

Project Manager Dydula noted that one issue that needs to be addressed during the 2024-2025 drawdown period is erosion control that will require property specifications. Project Manager Dydula asked for specifics regarding boundaries of the Lake. Commissioner Proctor noted that Attorney Morgan can speak to this, but he recalls that the Town has rights to go to 995 for any kind of maintenance. It was noted that the original deed confirms the 995 and there are a few conflicting deeds, but there was confirmation that the Town has the right to perform construction and maintenance up to the 995 level. Commissioner DiOrio expressed that the Town need to be consistent with the 995 limit. Commissioner Proctor noted that the recent changes to the Lake Lure Regulations and Lake Structure Regulations support 995. It was reiterated that the Town has rights up to the 995 level.

Project Manager Dydula noted that the Horizontal Directional Drilling (HDD) project will not likely take place during the upcoming drawdown. It was detailed that Ruby-Collins has been in contact with firms that are interested in completing the HDD project. Project Manager Dydula estimated that the total amount of time to complete the HDD project will be about three to five months and will cost about \$2.5 million. It was stated that the HDD project will likely occur during the 2024-2025 lake drawdown.

Project Manager Dydula noted that he, Ruby-Collins, and LaBella are meeting with property owners to discuss manhole placements.

Project Manager Dydula informed Council that LaBella and Ruby-Collins would like to submit the GMP for the 2024-2025 drawdown and they will be asking for a five month drawdown period.

Project Manager Dydula expressed that five months is not ample time to get work completed and asked Council to consider drawdowns that exceed five months.

Project Manager Dydula suggested that the Town should hold another forum to re-discuss phases of the sewer replacement project with property owners.

Project Manager Dydula explained that Ruby-Collins and LaBella do not want to touch the dam due to concerns with liability that were expressed by the Town. Project Manager Dydula suggested that Ruby-Collins and LaBella coordinate with Schnabel and Morgan Corporation to address any dam related work. Commissioner DiOrio explained that the Town never expressed concerns with liability issues related to LaBella and Ruby-Collins touching the dam. Commissioner DiOrio expanded that the firms looked at design for fasteners that would not touch the dam, but the Town never stated that they should not touch the dam. Project Manager Dydula noted that he would follow-up.

Project Manager Dydula detailed that he and Attorney Morgan are working on performance and payment bonds. Project Manager Dydula noted that these bonds are required, but he does not think that they were ever completed for the sewer project. It was noted that there was an incorrect assumption that the contracts had their own bonds, but Ruby-Collins should have the bonds in a couple of weeks.

It was detailed that there is a preliminary master plan for the future Wastewater Treatment Plant (WWTP) that includes three site options. Project Manager Dydula recommended that staff review the options and then present them to Council. Project Manager Dydula explained that LaBella has expressed that the new WWTP should be installed at least one year before the completion of sewer replacement project.

Project Manager Dydula detailed that Morgan Corporation has begun to work on installing the reservoir drain valves and invited Council to visit the site. It was noted that students will be visiting from Western Carolina University.

Project Manager Perkins detailed that there is a change order for about \$100,200 for a bypass line for the reservoir drain because Morgan Corporation does not feel confident that they can use what they have now. It was noted that there is a possibility that the price could increase. Council members asked when the last time the bypass line was used and Director Lindsey explained that bypass was never finished, so it was never used. It was detailed that it is now an 8 inch gate valve, but Morgan Corporation would like to use it as the bypass. Project Manager Dydula explained that he has asked LaBella what would be required for state permitting if the Town does a hot tap/quick connection, but LaBella expressed that this option would not offer much flow. Project Manager noted that he will be reviewing this theory and reviewing the flow. Commissioner Proctor noted that the Town could have policy on valves. Project Manager Dydula expressed that you cannot have too many valves.

Commissioner DiOrio expressed that he is interested in the operational limitations that the Town needs to be considering with the dam. Commissioner DiOrio questioned how much the Town can do with the spillway and generator. Project Manager Dydula noted that there is an estimate based on 500 CFS for the generator. Director Lindsey agreed to work on determining at estimates with hydro plant.

Commissioner DiOrio noted that it seems like the Town's equipment laydown area is functioning well enough and meeting requirements. Project Manager Dydula agreed and noted that

Morgan Corporation is current using the dam site as a laydown area because it is closer than the laydown area at the Green Space. It was noted that any spoils will be located there.

Project Manager Dydula noted that he is still working on obtaining easements from property owners.

Project Manager Dydula explained that he is in contact with the DOT regarding the replacement dam bridge and is working on compiling comments from the Town to submit to the DOT. It was noted that the Town will set up a round table when all comments are compiled.

Project Manager Dydula explained that he has spent a month going over every historical dredging document. It was noted that the Town will send the dredging grant extension request letter this week. Project Manager Dydula noted that one thing the Town found out is that Landon Davis is leaving DEQ and he has been the Town's contact for dredging, so the Town will have to work around any changes that the shift in staff might create. Project Manager Dydula detailed that historical documents show that dredging has been an issue since day one and that one issue with dredging is that sediment has depositing at a high rate and is building up quicker. It was noted that the last major dredging operation was in Morse Park and one of the permit conditions was that the spoils pit be removed and that did not happen. Project Manager Dydula recognized the unique sedimentation issues in Firefly Cove and noted that there are some access rights issues associated with properties in Firefly Cove that have been a hindrance to dredging operations in that area. Commissioner DiOrio expressed support for investigating ways to gain access rights in order to be able to improve sedimentation issues in Firefly Cove. Project Manager Dydula suggested that the Town can make state aware of access rights issues and they can mediate. Project Manager Dydula noted that dredging can turn into a project as major as the sewer and dam projects, such as dredging basins. Project Manager Dydula explained that he is looking at options to mitigate and prevent future issues. Manager Perkins noted that Director Givens had manufacturers visit to discuss dredging basins in the past and a former council was against pursuing it because of the costs. Manager Perkins noted that it would be a lot of money up front, but could save money in the long term. Staff summarized that dredging is a work in progress.

Commissioner Proctor asked for update on sludge removal at the WWTP. It was answered that the sludge removal has been completed. Commissioner Proctor asked if there were pipes in the bottom and Director Lindsey answered yes.

XX. TOWN MANAGER UPDATES

Manager Perkins explained that he wanted to give an update on the floating boat dock and that Lake James Outdoors reported that they have everything ready to begin mounting the boat dock stairs next week and they are prepared for final inspections. Director Lindsey noted that fire boat is off of the rocks. Manager Perkins noted that the floating dock will remain in front of the boom on the lake side. It was noted that Director Lindsey is working with Director Williams to clear the adjacent bank to allow for contractors to utilize the long dock.

XXI. ADJOURNMENT

Commissioner DiOrio made a motion to adjourn. Commissioner Bryant seconded and all voted in favor. The meeting was adjourned at 12:20 p.m.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Approval of Hydro Utilities Technician Position Description

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The former Hydro Utilities Technician recently filled the vacant Public Works Supervisor position. The Hydro Utilities Technician position is now vacant and staff has revised the job description to better fit the needs of the Public Services Department. Town Council reviewed the revised job description at the October work session and action meeting and there was consensus to approve the description, as presented.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Hydro Utilities Technician position description.

ATTACHMENTS:

Approval of Hydro Utilities Technician Position Description

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.



Hydro Utilities Technician

Primary Reason Why Classification Exists

To assist in operating and maintaining the Hydro Electric plant, Drinking Water System, Waste Water Treatment Plant, and Collections System.

Distinguishing Features of the Class

Employees in this class perform duties involving maintaining, operating and repairing the hydro plant, Drinking Water system, Collections, and WWTP. Work is performed during normal daily work hours, emergencies, and weekend shifts. Sound judgment, initiative and courtesy is required in performance of duties. Work is performed independently and under the direction of the Hydro Utilities Supervisor.

Illustrative Examples of Work

- Monitors lake level, maintains and regulates lake level within Council approved parameters.
- Operates tainter gates, starts and stops generators to maintain and ensure lake stays within operating levels.
- Inspect and maintain well sites, and collect meter readings.
- Grounds maintenance for all equipment site locations.
- Monitors short term and long-term weather forecasts to anticipate appropriate actions regarding lake levels.
- Performs general, routine and preventive maintenance on hydro-electric generators and facilities.
- Employee is subject to call-back at any time; monitors weather conditions around lake and watershed, duties include working weekends and overnight, as needed.
- Works outdoors during rain storms to operate Dam Equipment and check lake levels.
- Works for extended periods, 24-36 hours, during emergency situations.
- Perform general maintenance, monitoring and sampling at WWTP
- Perform scheduled maintenance, inspections, and repairs of sewer collections and processing systems.
- Conduct daily inspections and general housekeeping of pumping station
- Performs other town infrastructure work as required.

Knowledge, Skills, and Abilities

- Working knowledge of the occupational hazards of the work and of necessary safety precautions.
- Working knowledge of the use of computers to record data, to prepare reports, and operate plant equipment.
- Knowledge of project and emergency management.

- Knowledge of weather reporting and weather patterns.
- Knowledge of the appropriate and timely opening and closing of tainter gates to control, maintain and regulate lake level.
- Ability to work for extended periods of time during emergencies
- Thorough knowledge of OSHA regulations and requirements.
- Ability to work and make appropriate decisions during emergency situations.
- Ability to detect flaws in the operation of mechanical equipment.
- Knowledge of operation and repair of motors, gearboxes.
- Ability to understand and carry out moderately complex oral and written instructions.
- Ability to read meters, charts, and technical manuals and drawings accurately and to maintain records of operations.

Physical Requirements

This is heavy work requiring the exertion of 100 pounds of force occasionally, up to 50 pounds of force frequently, and up to 20 pounds of force constantly to move objects. Work requires climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling and repetitive motions. Vocal communication is required to express or exchange ideas. Hearing is required to perceive information at normal spoken word levels. Visual acuity is required for visual inspection involving small defects and/or small parts, use of measuring or testing devices, assembly of equipment, operating plant equipment, determining accuracy and thoroughness of work performed, and observing surroundings and activities. Employees must be able to perform physically demanding work during extended periods of time in emergency situations.

Working Conditions

Work is subject to inside and outside environmental conditions including extreme heat and extreme cold. Employee is subject to noise, vibration, and hazards, including a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, exposure to chemicals, and atmospheric conditions. Employees are exposed to oils and greases, bacteria, and blood-borne pathogens. Employees are required to wear personal protective equipment when necessary and required.

Education

Graduation from high school or GED equivalent.

Experience

None

Special Requirements

- Valid North Carolina driver license

FLSA Status: Nonexempt

Disclaimer

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

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Resolution No. 23-11-14 Amending Town of Lake Lure Personnel Policy Manual

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town staff has been in the process of reviewing the Personnel Policy and drafting recommended changes. The three major changes that need to be addressed are retiree health insurance benefits, overtime compensation, and transfer of sick time. Town Council reviewed the proposed changes during the October work session and action meeting and there was consensus for support.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-11-14 Amending Town of Lake Lure Personnel Policy.

ATTACHMENTS:

Resolution No. 23-11-14 Amending Town of Lake Lure Personnel Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 23-11-14

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

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

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

WHEREAS, updates have been recommended to the Manual in order to provide further clarification on retiree health insurance benefits, overtime compensation, and transfer of sick time.

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

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

SECTION ONE. Personnel Policy Manual Article XII (“Insurance/Retirement/Benefits”), Section 1 (“Insurance Benefits”) is hereby amended as follows:

Section 1. Insurance Benefits

The Town offers group hospitalization, dental insurance, vision, and life insurance. Such provisions and costs shall be as determined by the Town Board and budgeted. The Town may make other group insurance plans for dental, vision, and life insurance available for its employees upon authorization of the Council. The Town’s medical insurance is through the NC State Health Plan effective July 1, 2007 and the Town must abide by the NC General Statutes. Details of medical care coverage and benefits will be outlined for each employee by the administrative office on request.

Insurance benefits including health, dental, vision and life are paid for by the town for full-time employees working a minimum of 30 hours per week. Employees may elect to include coverage

for his or her family members at their expense. Benefits shall go into effect the first calendar day of the month ~~following 30 days~~ of employment.

~~Health insurance for eligible retired employees is provided by the North Carolina State Health Plan. Dental, vision and life insurance is provided to retirees at the same coverage level as regular employees.~~

~~The Town provides health insurance to eligible retirees. An eligible retiree is eligible who retires with the North Carolina Local Government Employees Retirement System (LGERS) after being employed as a full-time employee, for a minimum of five (5) consecutive years at the time of retirement.~~

Health Insurance

- (a) Retirees who were in the health insurance plan on or before January 1st, 2021 and otherwise eligible as determined by the North Carolina State Health Plan to remain on the State Health Plan as retirees:

Health insurance for eligible retirees who were covered by the North Carolina State Health Plan before January 1st, 2021 is provided by the North Carolina State Health Plan. These health benefits will be in effect until Medicare eligible.

- (b) Retirees who were in the town's health insurance plan on or after January 1, 2021 or otherwise determined ineligible by the North Carolina State Health Plan to remain on the North Carolina State Health Plan as retirees:

Health insurance for eligible retired employees who were in the health insurance plan on or after January 1, 2021 will be provided a health insurance plan comparable to the State Health plan after being on COBRA for eighteen (18) months after retirement. The Town will reimburse retiree for the cost of COBRA premiums paid for by the retiree. These health benefits will be in effect until Medicare eligible.

Dental, Vision and Life Insurance

Dental, vision and life insurance is provided to eligible retirees at the same coverage level as regular employees. Retiree may elect to pay the premiums for dependents on vision and dental. This will be billed directly to retiree on an annual basis.

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

- (c) Non-Exempt Employees required to work hours over the maximum allowed in the assigned work period shall be compensated for such overtime hours worked subject to the following provisions:
 - (1) The maximum compensatory time that may be accrued by any non-exempt employee shall be 480 (320 overtime hours worked) for public safety and 240 (160 overtime hours worked) hours in all other Town positions. Employees are required to take accrued compensatory time before using accrued vacation and/or sick leave. Any unused compensatory time at June 30th of each year will be paid to the employee at the employee's current hourly rate of pay. Notwithstanding anything to the contrary herein, the Personnel Policy shall conform to the FLSA (Fair Labor Standards Act).
 - (2) Department Heads may, with prior approval of the Town Manager, pay employees for overtime work when it is not feasible to permit their absence for the purpose of taking compensatory time off.
 - (3) An employee whose employment is terminated shall receive pay for all compensatory time accrued but not taken.

SECTION THREE. Personnel Policy Manual Article VII (“Leaves of Absences”), Section 5 (“Sick Leave”), Subsection E (“Sick Leave Accrual Transfer”) is hereby amended as follows:

- (e) Sick Leave Accrual Transfer

Employees that have accrued sick leave in the service of any other governmental jurisdiction in North Carolina which is part of the North Carolina Local Governmental Employees’ Retirement System or the State Employees’ Retirement System who left that

jurisdiction within good standing within ~~one~~ two year of being employed by the Town of Lake Lure may have the total amount of accrued sick leave transferred to their account with the Town upon request and upon presentation of a letter from their previous employer certifying the number of unused sick leave hours accrued by the employee.

SECTION FOUR. This resolution shall be effective upon adoption.

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Approval of Request to Waive Noise Ordinance for Lighting up Lake Lure Event

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Town of Lake Lure and the Friends of the Flowering Bridge Board, in partnership with Lake Lure Classical Academy, will be holding the Lighting of Lake Lure event on Wednesday, November 29, at 5:00 p.m. Town staff is requesting that Town Council waive the “Noise Regulation” detailed in Chapter 20, Article II of the Town of Lake Lure Code or Ordinances for the Lighting of Lake Lure event.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the request to waive the Noise Ordinance for Lighting up Lake Lure Event.

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**VIII
UNFINISHED
BUSINESS**

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”)
- 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”)
- C. Resolution No. 23-11-14B Establishing a Capital Reserve Fund for Land, Buildings, Parks, and Other Improvements
- D. Budget Amendment #358 for Capital Reserve Fund for Buildings, Land, and Parks
- 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
- 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
- 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
- H. Nelon Garbage Services Agreement
- I. Maintenance Agreement for Electric Vehicle Chargers
- J. Schnabel Work Order No. 12, Task 1, Proposal for Professional Engineering Services for Dam Inspection
- K. Budget Amendment #359 for Schnabel Work Order No. 12 Task 1

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023

SUBJECT: 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”)

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town staff has received various questions and comments in regard to speed limit signs. There signs located at town entrances that instruct that the town-wide speed limit is 25 unless otherwise posted. However, this is not stated in the Town’s Code of Ordinances. Town staff is proposing the adoption of Ordinance No. 23-11-14 amending Code of Ordinances Section 30-95 (“Schedule I Speed Limits”) to add subsections B and C to address streets in town limits that are not a part of the state highway system and to specify that nothing in the section shall be interpreted to permit any person to drive a vehicle at a speed greater than is reasonable and prudent under the existing conditions.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt 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”)

ATTACHMENTS:

Draft 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”)

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

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:

<i>Speed Limit</i>	<i>Ordinance Number</i>	<i>Description</i>
<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.

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

ATTEST:

Olivia Stewman, Town Clerk

Carol Pritchett, Mayor

Approved as Form:

William C. Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: 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”)

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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. Per general statute, the Town must hold a public hearing on all proposed amendments to zoning ordinances. Resolution No. 23-11-14A will set the public hearing date for Ordinance No. 23-12-12 to be held at the December 12, 2023 regular Town Council meeting beginning at 5:00 p.m. The purpose of the public hearing is to receive comments in regard to the recommended amendments to the Code of Ordinances Chapter 36 (“Zoning”) related to alcohol sales in Lake Lure.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

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”)

ATTACHMENTS:

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”); Draft 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.



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”).

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

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

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Resolution No. 23-11-14B Establishing a Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town staff has proposed the creation of a capital reserve fund for the planning and funding of future building, development, and other land improvements. Initial funding would be appropriated through fund balance transfers equal to unexpended amounts approved in capital budget line items that were not expended during the last fiscal year. It is staff's opinion that creating this capital reserve is would result in an advantage for formal method to save funds for future capital expenditures. Resolution No. 23-11-14B would establish such capital reserve in accordance with North Carolina General Statutes.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-11-14B Establishing a Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements.

ATTACHMENTS:

Resolution No. 23-11-14B Establishing a Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



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.

BE IT FURTHER RESOLVED that the effective date is December 1, 2023.

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Budget Amendment #358 for Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Budget Amendment #358 is for transferring funds into the Capital Reserve Fund for Buildings, Land, and Parks. The total amount associated with Budget Amendment #358 is \$650,000.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #358 for Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements.

FUNDING SOURCE:

Transfer from General Fund

ATTACHMENTS:

Budget Amendment #358 for Capital Reserve Fund for Buildings, Land, Parks, and Other Improvements

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: First allotment of funds to newly created Capital Reserve Fund for Land Building and Other Improvements

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
To be assigned	To be assigned		\$650,000	\$650,000

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: **\$650,000**

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: November 14, 2023

SUBJECT: 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

AGENDA INFORMATION:

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

BRIEF SUMMARY:

On October 16, Town staff received an email containing an attached letter for an amended offer and acceptance for SRF. Originally, the Town was offered an additional \$7 million which was recently accepted by Council. In the amended letter, it is detailed that there was a clerical error in the initial offer letter and \$80,261 was inadvertently omitted. The amended offer letter is corrected to reflect that the Town is being offered an additional \$7,080,261 loan. The loan would still be 0% interest and have a term of 30 years. Resolution No. 23-11-14C will accept the updated SRF loan offer for \$7,080,261 and will replace Resolution No. 23-10-10B Accepting a SRF Loan of \$7 Million. Staff will work towards completing all additional requirements for accepting the loan, as updated.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

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

ATTACHMENTS:

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

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



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.

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023

SUBJECT: 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

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Capital Project Ordinance for the Lake Lure Subaqueous Sanitary Sewer System Replacement and Sewer Upgrades Phase I was originally adopted in January 2022. The Town updates the Capital Project Ordinance periodically, as needed. Town staff recommends amending the Capital Project Ordinance to reflect additional State Revolving Fund Loan accepted by the Town for \$7,080,261.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

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.

ATTACHMENTS:

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

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

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.

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

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023

SUBJECT: 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

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The existing Agreement to Operate Water System between the Town of Lake Lure and Chimney Rock Village is set to expire on December 31, 2023. Both Town and Village staff members have been working on an ongoing draft for a new Agreement to Operate Water System. In order to gain more clarity regarding proposed cost estimates proposed by the Town, Chimney Rock Village has requested that the existing Agreement be extended until the end of the fiscal year on June 30, 2024.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt 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.

ATTACHMENTS:

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

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



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.

READ APPROVED AND ADOPTED this _____ day of _____, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Nelon Garbage Services Agreement

AGENDA INFORMATION:

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

BRIEF SUMMARY:

There is a necessity to enter into a new agreement with Nelon Garbage Services. Town staff recommends that the new agreement span from the date of approval until the end of June 2025. The Town currently pays Nelon \$17,600.00 per month for garbage pick-up and disposal services, but the new contract as presented calls for a \$100 per month increase to cover higher and fluctuating fuels costs. Prior to the end of the term ending June 2025, staff recommends advertising for bids for solid waste services in order to evaluate future options.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Nelon Garbage Services Agreement.

ATTACHMENTS:

Nelon Garbage Services Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

Contractual Agreement between

Nelon Garbage Service LLC

and

The Town of Lake Lure

(Presented by Nelon Garbage Service LLC)

Term, Parties, and Purpose

As of December 1, 2023 thru June 30, 2025,
this is to be considered Nelon Garbage Service LLC agreement with the Town of Lake Lure on
the picking up and hauling of the town's garbage.

Service Requirements and Town Responsibilities to be communicated to residents

At the pickup points or by the street. All house hold garbage is to be in tied garbage bags in
nothing over a 35-gallon container. If any resident chose to use containers 40 gallon or more it
will be left in the container if loose and not in tied garbage bags due to the difficulty of lifting
these containers and dumping them into pickups and the packer. Please do not overload the large
trash bags, my employees must pull and strain to lift the bags out of the large containers, putting
themselves at risk of an injury. All loose in the bottom of the large trash containers will be the
responsibility of the home owner or resident to put into a tied garbage bag. Any garbage that is
scattered due to the bears or any other animals is the responsibility of the home owner or resident
to pick up. Hard trash, leaves, brush, yard debris, building material (lumber, roofing material,
etc.), cardboard boxes, liquid paint, any kind of oil, moving boxes, and appliances will not be
picked up. Only house-hold garbage will be picked up. Any garbage container that is behind a
fence is required to be set out at the pickup points or have easy access to it. Residences that have
a gate that requires a gate opener, gate code, or key are required to provide Nelon Garbage
Service a gate opener, gate code or key. All motels, restaurants, and grocery stores are required
to have dumpsters, and all other businesses are required to have dumpsters or have garbage
containers and make arrangements with me and pay me for the service.

Monthly fee for providing all services is \$17,700.00, which would be payable in twelve monthly
payments, for a total of \$212,400.00, beginning December 1, 2023 thru June 30, 2025. At July 1,
2024, any inflation increase due to fuel costs will be requested and will be approved by Town
Council as a budget authorization.

Services Dates

Due to the size and continuous growth of the town if any of the garbage is not picked up
on Monday, it will be picked up Tuesday. In the event of bad weather, the garbage will be
picked up as soon as possible. Garbage will be picked up on Mondays even if the Rutherford

County Landfill is closed due to a holiday, except for Christmas, which will result in a pickup on Tuesday, should it fall on a Monday.

Nelon Garbage Services Provisions to Town

Nelon will hold all necessary liability and required insurance coverage as required by the Town and will provide statements of insurance coverage when requested by the Town.

Nelon also agrees to adhere to all regulations for garbage disposal within the County of Rutherford, State of North Carolina, and any federal environmental or other regulatory provisions as agreed upon between Nelon and the Town of Lake Lure as part and continuation of this agreement.

As agreed and specified in this contract:

Signature: _____ Date: _____

Nelon Garbage Services LLC

Signature: _____ Date: _____

Town of Lake Lure, North Carolina

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023

SUBJECT: Maintenance Agreement for Electric Vehicle Chargers

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Town's electric vehicle (EV) charging stations recently stopped functioning properly. Town staff is recommending that the EV charging stations be replaced with NovaCHARGE stations. NovaCHARGE has provided the Town with a proposed maintenance agreement that includes a term of three years and would automatically renew unless otherwise notified. Furthermore, the Town will pass-through the electric charge and Town costs to the users of the chargers through a minimal charging fee.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Maintenance Agreement for Electric Vehicle Chargers with NovaCHARGE.

ATTACHMENTS:

Maintenance Agreement; Warranty and Product Registration

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

**NovaCHARGE
ChargeUP
SERVICES AND SUBSCRIPTION AGREEMENT**

IMPORTANT – READ CAREFULLY: This is a legal agreement (“Agreement”) between you (“SUBSCRIBER”) and NovaCHARGE, LLC (“NovaCHARGE”).

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE CHARGEUP SERVICE, ASSOCIATED DOCUMENTATION, OR ANY PORTION THEREOF AND DO NOT REQUEST OR ACCEPT SUPPORT SERVICES FROM CHARGEUP. BY ACCESSING THE CHARGEUP SERVICE YOU ARE DEEMED TO ACCEPT THIS AGREEMENT. WARRANTIES, SUPPORT, LICENSES, AND DAMAGES ARE DISCLAIMED AND/OR LIMITED BELOW, PLEASE READ ENTIRELY AND CAREFULLY.

NovaCHARGE principal place of business: 4201 Vineland Rd, Ste I-5, Orlando, FL 32811 (“NovaCHARGE”); and

WHEREAS:

- A. NovaCHARGE is a provider of ChargeUP (as defined below) for managing the charging of electric vehicles.
- B. The Subscriber is an owner and/or operator of Charging Stations (defined below) and wishes to register its Charging Stations on ChargeUP and to avail itself of the ChargeUP Network Services (as defined below) for the Charging Stations on the terms and subject to the conditions set out in this Agreement. The following Subscriber scenarios are supported:
 - (1) The Subscriber may be a “Host,” which operates Charging Stations, setting pricing and usage rules, as provided to them by a Subscriber that owns the Charging Station and is a Station Manager;
 - (2) The Subscriber may be a “Station Manager,” which owns the Charging Station, but does not set pricing and usage rules; and
 - (3) The Subscriber may be both a Station Manager and a Host.
- C. To enable the Subscriber to use the ChargeUP Network Services, NovaCHARGE will grant the Subscriber the right to access ChargeUP and use the ChargeUP Network Services on the terms and subject to the conditions set out in this Agreement so that a Driver can charge their electric vehicle (EV).

OPERATIVE PROVISIONS

In consideration of, among other things, the mutual agreements and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

“Authorization” means the (i) Subscriber may grant a Known Driver with the right to access a Charger, based on usage and pricing rules or (2) the Subscriber authorizing new administrative users to use the ChargeUP system as one of their licensed users.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America are open for general banking business.

“ChargeUP” means services provided by NovaCHARGE for a managing the charging of electric vehicles and for providing ChargeUP Network Services as more fully described at www.novacharge.net.

“ChargeUP Network Services” has the meaning set out in Section 4.1.

“Charging Session” means a session during which a Driver is using the Subscriber’s Networked Charging Station to charge their electric vehicle and which lasts for a continuous period of time commencing when a Driver has accessed such Networked Charging Station and ending when such Driver has terminated such access.

“Charging Station” means an electric vehicle charging station owned or leased by the Subscriber.

“Collection and Processing Fees” means the fees charged by NovaCHARGE for the management, collection and processing of Session Fees on behalf of the Subscriber and the remittance of any balance to the Subscriber.

“Commissioning” means activation of a Charging Stations onto ChargeUP.

“Confidential Information” has the meaning set out in Section 10.

“Driver” means a person or entity of an electric vehicle that avails itself of charging and other services from any Networked Charging Station.

“Driver Fee” means the fees charged to a Driver for a Charging Session.

“Deduction” means the amounts withheld by NovaCHARGE from the amounts charged to a Driver for a Charging Session to cover (i) a Collection and Processing Fee; (ii) Driver Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.

“Fees” has the meaning set out in Section 5.1.

“Net Session Fee” means a transaction fee that is charged to the Driver for each Charging Session. The Net Session Fee can be paid by the Host or the Driver.

“NovaCHARGE Services” means, collectively, the various service offerings made available for subscription from time to time by NovaCHARGE.

“NovaCHARGE Marks” means the various trademarks, service marks, names and designations used in connection with the NovaCHARGE products and services, including, without limitation, the mark “NovaCHARGE” and “ChargeUP.”

“Initial Term” shall mean the purchased period on the sale invoice, commencing on the Effective Date.

“Insolvency Event” shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such , and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" or "IPRs" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Known Driver" means a Driver who is known or has a business relationship with the Subscriber. Examples of Known Drivers are fleet drivers, employees or residents, associated with the Subscriber.

"Networked Charging Stations" means any Charging Stations that have been registered and activated on ChargeUP. Each charge connector or charge port of a Charging Station is considered as one Networked Charging Station; accordingly, a dual port Charging Station counts as two Networked Charging Stations.

"Personally Identifiable Information" or "PII" means information that can identify the Driver.

"Session Fees" means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by the Subscriber.

"Subscriber Data" has the meaning set out in Section 6.3.

"Subscription Fees" means the fees charged by NovaCHARGE for the use of the ChargeUP Network Services per Networked Charging Station per year set forth in Annexure C or the quote provided by NovaCHARGE.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Section 8.

2. NOVACHARGE RESPONSIBILITIES

2.1 NovaCHARGE Responsibilities. Subject to the terms and conditions of this Agreement, NovaCHARGE agrees to (a) operate, maintain, administer and support ChargeUP and (b) provide the Subscribed Services to the Subscriber and its Networked Charging Stations.

2.2 License of ChargeUP. In connection with its obligations under Section 2.1, NovaCHARGE hereby grants to the Subscriber, and the Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use ChargeUP during the Term.

2.3 Limitations. NovaCHARGE shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of the Subscriber's Charging Stations and consequently any failure or interruption to ChargeUP and the ChargeUP Network Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by NovaCHARGE of ChargeUP and/or the provision of the ChargeUP Network Services; and/or (iii) any Charging Stations that are not Networked Charging Stations.

2.4 Non-Exclusive Basis. The participation of the Subscriber and its Networked Charging Stations and the provision of the ChargeUP Network Services to the Subscriber shall be on a non-

exclusive basis and NovaCHARGE shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of the Subscriber or otherwise, without restriction on such terms as NovaCHARGE may at its sole discretion determine without reference to the Subscriber.

3. SUBSCRIBER RESPONSIBILITIES

- 3.1 Subscriber's Responsibilities. The Subscriber shall be responsible for: (a) notifying NovaCHARGE of any new Charging Stations to be registered as Networked Charging Stations, which shall include providing NovaCHARGE with full specifications and descriptions in relation to each such Charging Station, and to register and activate such new Charging Stations on ChargeUP; (b) operating and maintaining the Networked Charging Stations in compliance with all applicable laws and contractual obligations; (c) providing NovaCHARGE with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations that are non-operational or not intended to be replaced or repaired by the Subscriber; (d) the maintenance and updating of all Known Driver information; (e) all invoicing and Known Driver payment matters; and (f) assisting to obtain any permits, licenses or regulatory approvals as may be required for the use by the Subscriber of ChargeUP.
- 3.2 Subscriber's Representations and Warranties. The Subscriber represents and warrants to NovaCHARGE that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.
- 3.3 Subscriber's Undertakings. The Subscriber further undertakes to NovaCHARGE that: (i) it will not remove, conceal or cover the NovaCHARGE Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) the Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using ChargeUP to comply with, all of the rules, regulations and policies of NovaCHARGE as may from time to time be notified by NovaCHARGE to the Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which the Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) the Subscriber shall be responsible for using the ChargeUP Network Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any ChargeUP Network Services, (B) not sell, resell, license, rent, lease, transfer or grant access to ChargeUP to a third party, (C) not interfere with or disrupt the integrity of ChargeUP, the ChargeUP Network Services or any data contained therein, and (D) not attempt to gain unauthorized access to ChargeUP or the ChargeUP Network Services or their related systems or networks.
- 3.4 Driver App Agreement. Subscriber acknowledges that its Drivers will be required to enter into a ChargeUP App agreement through their smartphones with NovaCHARGE in order to be able to use a Networked Charging Station to charge an EV.

4. CHARGEUP NETWORK SERVICES

- 4.1 Collection Services. See Annexure A for information on the ChargeUP Network Services. Where the Subscriber levies charges on Drivers and NovaCHARGE is engaged to provide management,

collection and/or processing services for such charges:

- 4.1.1 The Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.
 - 4.1.2 In exchange for NovaCHARGE collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes NovaCHARGE to deduct from all Session Fees collected: (i) a Collection and Processing Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.
 - 4.1.3 NovaCHARGE shall remit the equivalent of the balance of the Session Fees net of the deductions made pursuant to Section 4.1.2 to the Subscriber not more than thirty (30) days after the end of each calendar quarter in which such Session Fees were collected to such account designated in writing by the Subscriber, but only if the Session Fees payable to Subscriber are greater than twenty-five dollars (\$25.00). Any Session Fees held back in accordance with the prior sentence will be accumulated until they exceed the required amount.
 - 4.1.4 Unless required by law or otherwise stated herein, Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). The Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, NovaCHARGE is solely responsible for all Taxes and Regulatory Charges assessable based on NovaCHARGE' income, property and employees. Where NovaCHARGE is required by law to collect and/or remit the Taxes or Regulatory Charges for which the Subscriber is responsible, the appropriate amount shall be invoiced to the Subscriber and deducted by NovaCHARGE from Session Fees, unless Subscriber has otherwise provided NovaCHARGE with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
- 4.2 Provision of Assistance, Training and Maintenance Services. NovaCHARGE shall supply training, technical assistance and maintenance with respect to the ChargeUP Network Services to the Subscriber, as set out at www.chargeup.net.
- 4.3 Services and Service Levels. The service levels applicable to the provision of ChargeUP to the Subscriber shall be as set out in Annexure B.
- 4.4 Non-Transferability. All ChargeUP Network Services and Services shall be non-transferable; provided that ChargeUP Network Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

5. FEES

- 5.1 Fees. In consideration of the Services provided hereunder, the Subscriber shall pay NovaCHARGE the following fees (collectively, the "Fees"):
- 5.1.1 Subscription Fees payable the sooner (i) upon registration and activation of a Networked Charging Station on ChargeUP or (ii) when the Charging Station is provided by NovaCHARGE, sixty (60) days of the delivery of the Charging Station. No refund or pro-rating of Subscription Fees shall be available for any Networked Charging Stations that are decommissioned during the year; and,

5.1.2 Collection and Processing Fee shall be payable upon the Subscriber commencing the levy of charging fees on Drivers, and shall be paid, by either the Subscriber or passed to driver, to NovaCHARGE for each Charging Session used by a Driver where a Session Fee applies, payment of which shall be set off against Session Fees collected by NovaCHARGE, or in case of insufficient Session Fees, billed separately.

5.2 Additional Services. Where the Subscriber requires additional services to be provided by NovaCHARGE, including but not limited to, customization of web design interfaces, additional software and/or hardware integration services, which are not included in the scope of Services, such additional services shall be subject to additional fees to be mutually agreed between the Subscriber and NovaCHARGE.

5.3 Adjustments to Pricing.

5.3.1 NovaCHARGE undertakes that there shall be no increase in the Subscription Fees payable for each Networked Charging Station during the first year of the Initial Term.

5.3.2 The parties agree that NovaCHARGE shall be entitled to adjust the Collection and Processing Fee at its sole discretion upon one-hundred and twenty (120) day prior notice.

5.4 Payment of Fees. The Subscriber agrees that:

5.4.1 The Subscriber shall pay all Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in US Dollars.

5.4.2 If any invoiced Fees are not received by NovaCHARGE by the due date, then such outstanding amount: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by NovaCHARGE in cleared funds, and (ii) in the event the Subscriber has not paid Fees within thirty (30) days of the due date, NovaCHARGE may, at its sole discretion, impose additional conditions in connection with future renewals of any NovaCHARGE Services and acceptance of purchase orders for additional NovaCHARGE Services other than those set forth herein.

5.4.3 If any amount owing by the Subscriber under this Agreement is more than thirty (30) days overdue, NovaCHARGE may, without otherwise limiting NovaCHARGE' rights or remedies available under law, terminate this Agreement, and/or suspend the use by the Subscriber of the NovaCHARGE Services until such amounts are paid in full.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Validity and Ownership. The Subscriber acknowledges and admits the validity, and NovaCHARGE' and its licensors ownership, of all Intellectual Property Rights in relation to the ChargeUP Network Services, the NovaCHARGE Marks, ChargeUP and the NovaCHARGE Services (collectively the "NovaCHARGE Intellectual Property"), and agrees that it will not, directly or indirectly, challenge or contest the validity of the NovaCHARGE Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of NovaCHARGE therein and thereto, nor will it claim or register any interest in the NovaCHARGE Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.

6.2 Property of NovaCHARGE. The Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the NovaCHARGE Intellectual Property are and will remain the exclusive property of NovaCHARGE and its licensors and (ii) as between the parties, all uses of

the NovaCHARGE Intellectual Property, except for its Use by the Subscriber pursuant to this Agreement, shall inure solely to the benefit of NovaCHARGE. The Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of NovaCHARGE and its licensors in and to the NovaCHARGE Intellectual Property. Nothing in this Agreement grants, nor shall the Subscriber acquire hereby, any right, title or interest in or to the NovaCHARGE Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect NovaCHARGE' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that NovaCHARGE may take to protect NovaCHARGE's and its licensors' Intellectual Property Rights.

6.3 Property of the Subscriber. The parties agree that all data contributed directly by the Subscriber and which is owned by the Subscriber, or licensed directly to the Subscriber by any party other than NovaCHARGE, prior to the inclusion of such data in the ChargeUP Network Services (collectively, the "Subscriber Data") is and will remain the exclusive property of the Subscriber and will inure solely to the benefit of the Subscriber. NovaCHARGE shall be granted such access to the Subscriber Data: (a) as may be necessary to enable NovaCHARGE to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at the Subscriber's discretion. All data collected by NovaCHARGE in connection with the operation of ChargeUP shall be jointly owned by NovaCHARGE and Subscriber, with both Parties retaining independent rights to use the data. NovaCHARGE may use Subscriber Data in an anonymized and aggregate form for providing ChargeUP.

6.4 License. NovaCHARGE shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in ChargeUP and/or the NovaCHARGE Services any suggestions, enhancement requests, recommendations improvements or other feedback provided by the Subscriber and/or Subscriber Authorized Users relating to any and all of ChargeUP and the NovaCHARGE Services.

7. NO ASSIGNMENT OR SUBLICENCES

7.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by the Subscriber to any direct or indirect competitor of NovaCHARGE engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

7.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the NovaCHARGE Services and the rights granted to the Subscriber under this Agreement shall not be sub-licensed by the Subscriber without the prior written authorization of NovaCHARGE.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date, during which the access to ChargeUP, the License and the subscription for the NovaCHARGE Services shall continue until the expiration of all of the Subscriber's service plans.

8.2 Auto Renewal. Unless either party gives the other party written notice, not later than 60 days prior

to the last day of the Initial Term, of its intent to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew for an additional term of one (1) calendar year (each such additional calendar year term to be referred to as an "Additional Term") at the same Fees unless otherwise agreed by the parties. Either party may terminate this Agreement during any Additional Term by giving written notice to the other party at least 60 days prior to the last day of such current Additional Term or in such other manner as may be otherwise provided in this Agreement, failing which this Agreement shall again automatically be renewed for a subsequent Additional Term.

8.3 Early Termination for Cause by NovaCHARGE.

8.3.1 NovaCHARGE may terminate the license granted to the Subscriber hereunder and terminate this Agreement immediately upon five (5) Business Days' prior written notice to the Subscriber, if:

8.3.1.1 an Insolvency Event has occurred in relation to the Subscriber;

8.3.1.2 the Subscriber breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following the Subscriber's receipt of written notice thereof from NovaCHARGE; or

8.3.1.3 (i) the Subscriber is more than 60 days late in the payment of Fees or any other payments due and owing (and documented) to NovaCHARGE; (ii) the Subscriber has received prior notices of such Fees and/or other payments from NovaCHARGE and requests for payments therefore; and (iii) the Subscriber fails to cure such late payment within 7 days following such written notice from NovaCHARGE.

8.3.2 Upon any termination of this Agreement pursuant to Section 8.3.1 above, subject to the additional terms and conditions hereof, all rights in the ChargeUP Network Services granted to the Subscriber hereunder shall automatically revert to NovaCHARGE, and the Subscriber shall have no further rights in, and shall immediately cease all use of, the ChargeUP Network Services. The Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by the Subscriber in relation to the ChargeUP Network Services to NovaCHARGE upon written demand therefor by NovaCHARGE. The failure of NovaCHARGE to make any such demand initially shall not operate as a waiver by NovaCHARGE of this provision.

8.4 Early Termination for Cause by the Subscriber. The Subscriber may terminate this Agreement immediately upon 5 Business Days' prior written notice to NovaCHARGE, if:

8.4.1 an Insolvency Event has occurred in relation to NovaCHARGE; or

8.4.2 NovaCHARGE breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following NovaCHARGE' receipt of written notice thereof from the Subscriber.

9. LIMITATION OF LIABILITY

9.1 LIMITATION OF NOVACHARGE'S LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO CHARGEUP, THE LICENSE AND THE NOVACHARGE SERVICES ARE PROVIDED BY NOVACHARGE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NOVACHARGE OR ITS LICENSORS BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE USE OF CHARGEUP, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL NOVACHARGE'S OR ITS LICENSORS AGGREGATE LIABILITY TO THE SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY NOVACHARGE FROM THE SUBSCRIBER IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, NOVACHARGE SHALL OWE NO LIABILITY TO THE SUBSCRIBER OR ITS DRIVERS FOR ANY BREACH BY THE SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH DRIVERS INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY THE SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF NOVACHARGE.

10. CONFIDENTIALITY

- 10.1 Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:
- 10.1.1 with the prior written consent of the other party;
 - 10.1.2 as may be required by applicable laws or by the rules of any stock exchange or other authority by which a party may be bound (in which case the disclosing party shall immediately notified the other party thereof);
 - 10.1.3 to its professional advisers, employees, officers or other representatives; and
 - 10.1.4 to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement.

11. MISCELLANEOUS

- 11.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.
- 11.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 11.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.
- 11.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.

- 11.5 Public Announcements. Subject as required by law or by any relevant regulatory authorities, all announcements and circulars by or on behalf of any of the parties and relating to the subject matter of this Agreement shall be in terms to be agreed between the parties in advance of issue.
- 11.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties in connection with the license granted hereunder and the arrangements described herein and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the parties.
- 11.7 Variations. No purported variations of this Agreement shall be effective unless made in writing by all the parties.
- 11.8 Severability of Provisions. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 11.9 No Waiver. A party's failure to insist on strict performance of any provision of this Agreement shall not constitute a waiver thereof or of any right or remedy for breach of a like or different nature. Subject as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the party granting such waiver.
- 11.10 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 11.11 Notices. All notices, requests, demands and other communications given by any of the parties hereunder shall be in writing and shall be given only by personal delivery, registered mail or courier service or sent by facsimile transmission or electronic mail to the addresses and facsimile numbers set out below:

For NovaCHARGE: 4201 Vineland Road, Ste I-5
Orlando, FL 32811
Attention: President & COE

For the Subscriber: Address provided by Subscriber or included in the quote provided by NovaCHARGE.

or to such other address or facsimile number as the parties may from time to time notify the others in writing. Any such communication shall be deemed duly given in the case of personal delivery and courier service upon delivery and receipt of written acknowledgement thereof, in the case of registered mail ten days after posting, in the case of facsimile transmission upon transmission and receipt of a satisfactory transmission transcript; *provided* that if such day is not a Business Day or such time not a normal business hour then delivery shall be deemed to have occurred on the following Business Day.

11.12 Governing Law; Dispute Resolution.

11.12.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Florida, without giving effect to any principles of conflict of laws.

11.12.2 Any action or arbitration arising from this Agreement related thereto shall be commenced and maintained only in the State of Florida. Each of the parties hereto consents to the jurisdiction and venue of the courts located there.

- 11.12.3 Any dispute arising from this Agreement or related thereto shall be resolved by binding arbitration as provided by the rules of the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes in Orlando, Florida.
- 11.12.4 The parties each expressly waive the right to a jury trial, and agree that the arbitration award shall be final and binding on the parties. The arbitrator(s) shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law.
- 11.12.5 The reasonable expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees shall be paid to the prevailing party in such a proceeding. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

ANNEXURE A

ChargeUP

The ChargeUP Network Services consists of an integrated Internet-based platform, ChargeUP network, that has interactive communication with Networked Charging Stations. The platform is made up of:

1. A back-end communications server with an integrated database
2. A front-end user interface for Subscriber administration of Chargers and associated business models
3. A front-end user interface for Driver reporting and account administration
4. A mobile phone application for Driver access that is available on Android and iOS operating systems.
5. A Driver and Subscriber payment collection and settlement system
6. A Charger and Driver data collection and reporting system
7. A call center for Driver technical and payment support

Together, the ChargeUP Network Services performs the following functions:

1. Provides a list of Charging Stations belonging to the Subscriber, including all pertinent information such as location address, serial number, manufacturer, model, charging access type and pricing for energy dispensed to Drivers, if applicable
2. Reports the availability and health status of Charging Stations, and current state of use, including whether they are in-use, faulted, available or temporarily out of communication.
3. Enables the Subscriber to set a price for energy dispensed to Drivers from these Charging Stations
4. Provides a payment method for Drivers to pay for use of these Charging Stations
5. Provides a payment processor which complies with Payment Card Industry ("PCI") Data Security Standard DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in various reporting formats
7. Provides first level technical support to Drivers and provides them to the appropriate Charging Station manufacturer for escalation
8. Provides downloadable usage reports on a daily, weekly, monthly or annual basis consisting of individual charge session data (including station ID, start time, end time, total duration, total kWh and total revenue, as appropriate)
9. Provides Subscribers with monthly billing statements and reports detailing total revenue collected from Session Fees and total NovaCHARGE Fees applicable
10. Provides Drivers with monthly billing statements and reports detailing energy purchased as collected from Session Fees and total NovaCHARGE Fees, where applicable

ANNEXURE B

SERVICES AND SERVICE LEVELS

NovaCHARGE shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Drivers 24 hours a day, 365 days a year
2. NovaCHARGE shall provide an on-call resource to the Subscriber at all other times and shall provide appropriate email and phone contact information to ensure accessibility
3. NovaCHARGE shall ensure that scheduled system downtime occur only between the hours of 10PM to 5AM Eastern Standard Time to avoid disruption to the Subscriber and Drivers.
4. NovaCHARGE shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
5. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while NovaCHARGE will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of NovaCHARGE's control

ANNEXURE C

FEES

Fee	Amount	Comment
Subscription Fee	\$299/yr per Charging Station Port	Annual Fee for Network Access
Session Fee	\$0.50 + 5% of Session Fee Collected	May be paid by Subscriber or passed on to Driver, depending on Subscriber rules preference.

LIMITED WARRANTY FOR NC7000 & NC8000 SERIES ELECTRIC VEHICLE CHARGERS

WARRANTY (this “Warranty”)

It is acknowledged that you have read and agree to the terms of this Warranty by using and installing this charger (the “Product”). Subject to the terms and conditions set forth in this Warranty, including but not limited to the Exclusions and Limitations, Warranty obligations for this Product are limited.

NovaCHARGE warrants that this Product shall be free of defects in materials and workmanship under normal use for a period of four (4) years (commercial products), and two (2) years (residential Model NC7000-R and commercial Model NC8000-80A) from the date of delivery (the “W, warranty Period”).

It is the requirement of the above remedy that you must contact NovaCHARGE and provide the model number, serial number and date of purchase during the Warranty Period. Upon NovaCHARGE’s notice, you must return the Product and include (i) a copy of your original purchase invoice or receipt to verify your warranty; (ii) your name, address, and telephone number; (iii) the Return Materials Authorization (RMA) number.

If any defect is found in the Product and a valid claim is received within the Warranty Period, your sole and exclusive remedy will be for NovaCHARGE, in its sole discretion and to the extent permitted by law, to (1) repair the defect in the Product at no charge, using new parts or refurbished parts, or (2) exchange the Product with new or refurbished hardware that is functionally equivalent to the original Product, or (3) if the Product is returned directly to NovaCHARGE and not to the original reseller, then NovaCHARGE reserves the right to replace the Product with an equivalent without any trademark/logo bearing. In addition, Warranty obligations do not apply to installation service of the Product.

EXCLUSIONS AND LIMITATIONS

This warranty applies only to the Product manufactured by NovaCHARGE and does not apply to any non-NovaCHARGE Product even if packaged or sold with the Product. Software distributed by NovaCHARGE with or without the NovaCHARGE brand name (including, but not limited to system software) is not covered under this warranty.

NovaCHARGE does not warrant that the operation of the Product will be uninterrupted or error-free. NovaCHARGE is not responsible for damage arising from failure to follow instructions relating to the Product’s use.

This warranty does not apply to: (a) cosmetic damage; (b) removed or defaced serial numbers or warranty seal; (c) a product or part that has been modified to alter functionality or capability without the prior written permission; (d) damage caused by accident, abuse, misuse, fire, earthquake or any Force Majeure; (e) operating the Product not for the permitted or intended uses; (f) damage caused by use with non-NovaCHARGE products; (g) coatings unless failure has occurred due to a defect in materials or workmanship; or (h) damage caused by or via the network on which the Product is used including, but not limited to, any unauthorized online access.

WARRANTY (CONTINUED)

IMPORTANT WARNING

Do not open, take apart or disassemble the Product in any way. Doing so may cause damage that is not covered by this warranty. Only NovaCHARGE or a NovaCHARGE authorized service provider should perform service on the Product.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOVACHARGE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NOVACHARGE OR A NOVACHARGE AUTHORIZED REPRESENTATIVE SHALL MODIFY OR EXTEND ANY WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, IN NO EVENT SHALL NOVACHARGE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, OR FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF USE OF MONEY, LOSS OF INCOME OR REVENUE, BUSINESS INTERRUPTION ARISING OUT OF OR IN RELATION TO THIS AGREEMENT AND/OR THE PRODUCTS, WHETHER BASED ON PRINCIPLES OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY. NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF NOVACHARGE ARISING IN CONNECTION WITH THIS WARRANTY OR THE USE OR INABILITY TO USE THE PRODUCTS IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THREE TIMES THE AMOUNT OF THE PRODUCTS.

PRODUCT REGISTRATION

Thank you for selecting this NovaCHARGE Product. NovaCHARGE is a green business and we strive to reduce paper waste wherever possible. To that end, we offer electronic product registration and support documentation.

Instructions:

- Go to <https://www.novacharge.net/faqs>
- Select Register Product button & Complete the required contact and charger information
- Be sure to use the model number noted on the charger box
- Submit registration

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**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023**

SUBJECT: Schnabel Work Order No. 12, Task 1, Proposal for Professional Engineering Services for Dam Inspection

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Schnabel Engineering submitted a proposal for Work Order No. 12 for professional engineering services for dam and spillway gate inspections at the Lake Lure Dam. Schnabel has proposed a fee of \$26,217 for the inspection of the dam and \$73,813 for the inspection of the spillway gate. The total cost associated with proposed Work Order No. 12 is \$100,030. Town Council reviewed the proposed Work Order during the October work session and action meeting. During review, Council members discussed the option of approving Task 1 for the dam inspection, but postponing approval of Task 2. Staff recommends approving Task 1 and revisiting Task 2 at a later date.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Schnabel Work Order No. 12, Task 1, Proposal for Professional Engineering Services for Dam Inspection.

ATTACHMENTS:

Proposed Schnabel Work Order No. 12, Proposal for Professional Engineering Services for Dam and Spillway Gate Inspections

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of Task 1.

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.

Town of Lake Lure

Lake Lure Dam – Work Order No. 12 Proposal – Dam and Spillway Gate Inspections

- 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.

Town of Lake Lure
Lake Lure Dam – Work Order No. 12 Proposal – Dam and Spillway Gate Inspections

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: 

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: 

Name: Kevin J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 14, 2023

SUBJECT: Budget Amendment #359 for Schnabel Work Order No. 12 Task 1

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Budget Amendment #359 is associated with Schnabel Engineering Work Order No. 12. This budget amendment would allot for Task 1 of the Work Order which entails a fee of \$26,217 for the inspection of the dam.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #359 for Schnabel Work Order No. 12 Task 1.

FUNDING SOURCE:

Transfer from General Fund

ATTACHMENTS:

Budget Amendment #359 for Schnabel Work Order No. 12 Task 1

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-DAM

Purpose: Schnabel Work Order No. 12 Task 1 to allow for inspection of the Town's Dam

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

Table with 5 columns: Line Item, Account Number, Amount Decrease, Amount Increase, Amended Budget. Row 1: 190, 413000, \$26,217, \$26,217.

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: \$26,217

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

ADJOURNMENT