

**LAKE LURE TOWN COUNCIL
WORK SESSION AND ACTION
MEETING PACKET**

Wednesday, May 22, 2024
8:30 a.m.



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

TOWN OF LAKE LURE

Town Council Work Session/Action Meeting

Wednesday, May 22, 2024 - 8:30 AM

Lake Lure Municipal Center



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Public Comment**
- IV. Discuss Memorials on Town Property – Page 1**
- V. Discuss Existing Public Works Site – Page 3**
- VI. Review and Consider Approval of Parks, Recreation, and Lake Coordinator Position Description - Page 4**
- VII. Review Draft Concession Agreement with the Lodge on Lake Lure – Page 9**
- VIII. Discuss Private Picnic Benches on Town Property – Page 20**
- IX. Continue Discussions regarding Sewer Replacement Project and Lake Drawdown – Page 21**
- X. Discuss Personnel Policies – Page 22**
- XI. Continue Review of Proposed FY 24-25 Budget – Page 31**
- XII. Discuss Non-Compliant Lake Structures at 121 Anglers Way – Page 36**
- XIII. Discuss Parking and Recent Parking Request – Page 49**
- XIV. Discuss Goals for Town Park Planning – Page 50**
- XV. Review Parks and Recreation Board Recommendation for Removal of Water Fountain – Page 51**
- XVI. Appointment of Town Clerk – Page 52**
- XVII. Discuss Workforce Housing Conceptual Site Plan – Page 53**
- XVIII. Project Manager Updates – Page 63**
- XIX. Town Manager Updates – Page 64**
- XX. Adjournment**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Memorials in Morse Park

AGENDA INFORMATION:

Item Number: IV
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town Manager Stewman was recently approached regarding a request for memorials in Morse Park, specifically dedication of trees. It was discovered that there was a previous policy in place in regard to memorials that was adopted in 2013. Town staff requests discussion to determine if this policy is still relevant, as it seems as though it has not been utilized in recent years.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Town Memorials Policy Adopted in 2013

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff requests that Council discuss the previous policy and how to best proceed with allowing memorials in Morse Park.



2 May 2013

From: Parks and Recreation Board
To: Chris Braund, Town Manager
Subject: Town Memorials policy recommendation

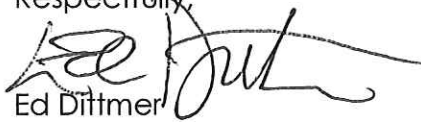
Last winter you requested that the Town staff inventory and locate the various memorial plaques that have been placed on Town property in the Town Center area over the years and tasked the Parks and Recreation Board to recommend a policy for future placement of any such memorials. A total of 20 such plaques were located, with all but five located in the Morse Park Gardens area. Four plaques are located in medians near the Arcade Building and engraved plaques listing contributors have been placed on the Pavilion and on a large stone near the children's playground respectively. An additional plaque is to be installed shortly at Washburn Marina to honor Dick and Bob Washburn's many years of volunteer service to the Town.

In Morse Park Gardens, a total of 10 small plaques on short pedestals were paid for by individuals and businesses either in cash or by a tree purchase. Four similar type plaques were placed apparently by Town action to recognize the service of four Town Council members who served during the period of 2001-2003---Jim Proctor, Lea Hullender, Blaine Cox, and George Pressley. Additionally, during the Town's 75th anniversary celebration activities, a walkway of engraved bricks was laid in Morse Park Gardens, with bricks paid by contributors to memorialize or recognize persons. Additionally, most recently, the Flowering Bridge Board has laid a Founder's Circle with engraved pavers paid for by contributors to the Flowering Bridge effort.

The Parks and Recommendation Board recommends the following policy be enacted covering the placement of memorials on Town property:

In order to control the proliferation of memorials on Town property, Individuals seeking to commemorate individuals, businesses, pets, etc. be offered the opportunity to purchase an engraved brick to be placed in the existing memorial walkway in Morse Park Gardens. The Board recommends a fee of \$200 per brick to cover costs of materials, engraving, and placement. When a larger project is being undertaken, such as a bridge, shelter, or other structure, names of contributors could be placed on an individual plaque by or on the structure.

Respectfully,


Ed Dittmer
Chairman

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Existing Public Works Site

AGENDA INFORMATION:

Item Number: V
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

The Town has been in the process of planning to relocate the Public Works department from behind the Arcade Building to the Green Space property near the Parks, Recreation, and Lake Department and Fire Department buildings. There was a pause in constructing a new site under former management, but staff is now re-initiating the process to construct the new site. Town Council and staff will discuss what the next steps are in this process, and possibilities for the existing site upon relocation of the department.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Review and Consider Approval of Parks, Recreation, and Lake Coordinator Position Description

AGENDA INFORMATION:

Item Number: VI
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Dana Bradley has been selected as the new Parks, Recreation, and Lake Director. This leaves Ms. Bradley's position vacant. The Town Manager and the Parks, Recreation, and Lake staff have renamed and revised the vacant position description to more accurately represent the needs to the Town and Department.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Parks, Recreation, and Lake Coordinator Position Description.

ATTACHMENTS:

Parks, Recreation, and Lake Coordinator Position Description

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

Parks, Recreation, and Lake Coordinator

Primary Reason Why Classification Exists

To oversee the maintenance of parks, trails, and related facilities in Lake Lure, and to enforce laws and ordinances created by the Marine Commission and Town Council.

Distinguishing Features of the Class

This position assists the Parks, Recreation, and Lake Director with planning and supervising; provides staff support to Parks and Recreation Board and Lake Advisory Board; facilitates use of all Town resources to community and visitors; assists with coordinating assigned activities with other Town Departments, outside organizations, and the general public; and provides highly-responsible and complex administrative support to the Parks, Recreation and Lake Director. Work is performed under the general direction of the Parks, Recreation and Lake Director. This position also assists with plans, projects, and activities with the Park and Recreation Board. An employee in this class would preferably be a sworn law enforcement officer that provides public safety for all parks, trails and lake operations.

Illustrative Examples of Work

- Performs official duties of lake enforcement officer.
- Assists with management responsibility for all services and activities of the Parks, Recreation, and Trails facilities and programs.
- Assists with the maintenance of all parks, trails, and related facilities.
- Participates in the negotiation, development, planning, design and implementation of related Town Capital Improvement Projects, as well as improvements to existing facilities.
- Continuously monitors and evaluates the efficiency and effectiveness of Parks Recreation and Trails methods, procedures and programs; assesses and monitors workloads; identifies and implements opportunities for improvement; reviews with Director, where appropriate.
- Facilitates use of all Town athletic resources for community and visitors sports; supervises operations of all Town recreation facilities.
- Promotes recreational activities such as, but not limited to: hiking, mountain biking, walking, hiking, camping, fishing, water skiing, paddle sports, golfing, and sightseeing.
- Provides staff support and works closely with the Parks and Recreation Board.
- Provides support to the Lake Advisory Board in the absence of the Director.
- Assists in administering the parks and recreation grant programs.
- Provides assistance to the Director relative to the lake and associated activities.
- Prepares a variety of complex analytical and statistical reports and presentations.
- Coordinates Departmental activities with Town recreation organizations, associations, clubs and other Town departments.
- Responds to and resolves sensitive and difficult public inquiries and complaints.

- Assist with developing, negotiating, and supervising the Town's recreation facilities under contractual uses; monitors contracts for compliance.
- Works closely with the Communication Specialist to coordinate, promote, implement, and evaluate various recreational programs for children and adults including but limited to Bike Races, Olympiad, and specialized one-day sports events and programs.
- Assists with developing and implementing Department policies, procedures, and fee schedules; evaluates equity and adequacy of policy and fee schedules on an on-going basis; makes revision recommendations as needed.
- Maintains close contact with school officials and community groups regarding program offerings and coordination of services.
- Promotes and publicizes recreation programs and activities; prepares and coordinates the development of programs and event publicity, including flyers, brochures, news releases, etc. related to the same; works closely with the town Communication Specialist regarding these events.
- Assists with the review of manuals, reports, flyers, press releases, etc., produced by the Communications Specialist relative to recreation related events and activities.
- Prepares and maintains records and evaluation reports on new and on-going program offerings.
- Assists with the recruitment, selection, training, scheduling, and supervising of volunteer staff; provides volunteer staff training.
- Works closely with partners such as ROC (Rutherford Outdoor Coalition), the AmeriCorps member, and Conserving Carolina regarding management and maintenance programs in place for town trail systems.
- Performs related duties as assigned.

Knowledge, Skills, and Abilities

- Knowledge of modern principles of park, recreation, trails and lake planning and design.
- Knowledge of modern principles and methods for developing and implementing a wide variety of recreation, social, and leisure activities for children and adults.
- Knowledge of Federal, State, County, and Town laws, codes, regulations, and guidelines affecting parks, recreation, trail and lake programs and activities.
- Knowledge of principles of human resource management, supervision, training, and performance evaluation.
- Knowledge of recreational, social, and cultural needs of the community.
- Knowledge principles of facility supervision, facilitation, and maintenance.
- Knowledge of GIS concepts to analyze and identify different features on maps.
- Ability to coordinate the work of maintenance staff.
- Ability to provide administrative support and professional leadership and direction of the Parks, Recreation and Lake Recreation Department.
- Ability to perform responsible and difficult work involving the use of independent judgment and personal initiative.

- Ability to interpret and apply Federal, State, County, and Town laws, codes, regulations, and guidelines affecting recreation programs and activities.
- Ability to analyze problems; identify feasible solutions; project consequences of proposed actions and implement recommendations in support of goals.
- Ability to establish and maintain effective working relationships with staff, volunteers, Town Council, Parks and Recreation Board, Lake Advisory Board, community organizations, individual citizens, governmental agencies, contractors, and vendors.
- Ability to plan, develop, direct, and evaluate comprehensive recreation programs and services for the Community.
- Ability to assess and monitor community needs; identify opportunities for improving service delivery methods and procedures for development and implementation of new program areas.
- Ability to maintain administrative systems for facility and program scheduling, calendaring, and other functions.
- Ability to deal with the resources and impact of the surrounding property, user conflict, trail head, parking related to trails in the course of trail related duties and responsibilities.
- Has or is able to develop useful knowledge of trails relative to trail tread, sustainable trail design, erosion remediation, fallen trees, and trail structures/bridges.
- Ability to develop, analyze, interpret, and explain Department policies and procedures.
- Ability to participate in long-range and strategic planning.
- Ability to work effectively under pressure and deadlines with consistent interruptions.
- Ability to communicate clearly, concisely, and effectively, both orally and in writing.

Physical Requirements

The physical demands described here represent those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to walk, sit, talk, and hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is subject to inside and outside environmental conditions including extreme heat and extreme cold. The employee is occasionally exposed to wet and/or humid conditions. The noise level in the work environment is usually quiet while in the office and moderately loud when in the field. Employee is required to wear personal protective equipment when necessary and required.

Education

Graduation from high school or GED equivalency supplemented by four years post-secondary college with an emphasis in Parks and Recreation, Natural Resource Management, Environmental Science, Law Enforcement, or related field.

Experience

Three (3) to five (5) years' experience working with a public agency related to outdoor recreation, fish and wildlife, park ranger activities, law enforcement or an equivalent combination of education and experience.

Special Requirements

- Valid North Carolina driver license
- NC BLEET / Law Enforcement Certification preferred
- Willingness to obtain relevant certificates and licenses related to the position.

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.

Salary Grade: 22

Salary Range: \$46,419-\$69,627

May 1, 2024

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Review Draft Concession Agreement with the Lodge on Lake Lure

AGENDA INFORMATION:

Item Number: VII
Department: Administration
Contact: Dana Bradley, Parks, Recreation, and Lake Director
Presenter: Dana Bradley, Parks, Recreation, and Lake Director

BRIEF SUMMARY:

The Lodge on Lake Lure would like to begin boat tours. Based on the Lake Use Regulations, a company with any tour boats must enter into a concession agreement with the Town. A draft concession agreement has been drafted based on a previous concession agreement with the former owners of the Lodge.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Draft Concession Agreement with the Lodge on Lake Lure

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends review and approval at a later date.

**CONCESSION AGREEMENT FOR
Lodge on Lake Lure**

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

WITNESSETH:

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

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

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

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

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

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

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

1. Use

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

LOLL agrees to manage the operation of the tour boat during both seasonal and non-seasonal periods so as to make it available for recreational opportunities for all age groups and abilities in such a manner so as to optimize the facility's economic performance.

2. Facilities

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

3. Hours of Operation

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

4. Personnel

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

5. Qualifications

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

6. Maintenance and Repair

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

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

7. Licenses and Permits

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

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

8. Assumption of Risk

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

9. Supplies

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

10. Tour Boat Operations

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

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

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

Tour boats shall have a large, clear identification method to facilitate the handling of comments. LOLL will establish and publish a telephone number where comments about the tour boat operation can be reported. LOLL shall respond to any comments within five (5) business days. If a comment is not resolved, then it may be reported to the Lake Operations Director or their designee. LOLL shall maintain a log on all comments and the action/response taken to resolve the comment. In addition, LOLL shall have an answering machine with a pre-recorded message relating the information and process for reporting comments.

Regular tours shall operate during daylight hours up to seven days a week. Dinner cruises shall operate from approximately 45 minutes before dusk, until after dinner. Twilight cruises will operate from approximately 45 minutes before dusk until approximately 30 minutes after sundown. LOLL shall follow the allowances and prohibitions regarding safe operation and wake detailed in the "Lake Use Regulations" which may be amended from time to time. At no time will the maximum capacity permitted by law be exceeded in any boat.

11. Supervision

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

12. Safety

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

Town and LOLL. LOLL shall provide the Town with a copy of their Safety Operations Policy that outlines a comprehensive approach to safety including awareness and training.

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

13. Records

LOLL shall keep records and shall maintain records pertinent to this Agreement in a manner so as to clearly document LOLL's performance. LOLL shall permit the Town or its duly authorized representative to inspect the books and records at any reasonable time during normal business hours after giving LOLL twenty-four (24) hours' notice of the time and day of such inspection. LOLL shall retain and keep accessible all records for a minimum of five (5) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

14. Insurance and Workers' Compensation

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

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

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

15. Termination of Agreement

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

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

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

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

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

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

Termination of the Contract shall not relieve LOLL of the obligation to pay any fees, taxes or other charges then due to the Town; to file any daily, monthly, quarterly or annual reports; or relieve LOLL from any claim for damages previously accrued or then accruing against LOLL.

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

16. Modification

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

17. Severability

Should any provision or provisions contained in this Agreement be declared by a court of

competent jurisdiction to be void, unenforceable, or illegal, such provision or provisions shall be severable and the remaining provisions of this Agreement shall remain in full force and effect.

18. Governing Law

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

19. Transfer or Assignment

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

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

20. Independent Contractor Status

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

21. Responsibilities of LOLL

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

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

22. Term

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

23. Concession Fees

LOLL shall pay the Town a lump sum of \$2,500 per year for the operation of one (1) tour boat. This is an estimate of 15% of the income of this tour boat. The Town has the right to audit and check all books and records of LOLL relative to boat hours, and gross income for boat tours. The annual fee shall be adjusted based upon the actual average gross income per tour boat. The resulting number shall form the basis for the next subsequent year's franchise fee.

Payments to the Town shall be made annually on or before the 15th day of October. In the event the payment is not received on or before the 15th day of October, a penalty of one percent (1%) of the balance due shall be assessed for each day the balance is not paid.

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

24. Disputes

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

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

25. Indemnification

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

To the extent permitted by applicable law, the Town shall indemnify, defend, and hold harmless LOLL and its subsidiaries, divisions, officers, and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the Town or any employee, agent, subcontractor or assign of the Town. This

provision is not applicable to any claim arising out of or related to any active or primary negligence of or by LOLL, its officers or employees.

26. Waiver of Claims

LOLL waives any and all claims for compensation from the Town for any and all loss or damage sustained by the Town's operation or maintenance activities at the lake, dam or other structures, or for any loss or damage resulting from fire, water, tornado, wind, or storm of any kind, natural disaster, civil commotion, or riot, and LOLL releases and discharges the Town and its agents from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid, unless caused by the negligence of the Town, its agents, or employees or by virtue of the Town's failure to comply with the terms and conditions set forth in this Agreement.

27. Americans with Disability Act

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

28. Notices

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

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

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

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

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

29. Miscellaneous

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

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

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

30. Entire Agreement

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

[Signature Page Follows]

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

(Corporate Seal)

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

By:

ATTEST:

Witness

(Town Seal)

**Town of Lake Lure
A Municipal Corporation**

By: Carol C. Pritchett, Mayor

ATTEST:

Wendy Terry, Deputy Town Clerk

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Private Picnic Benches on Town Property

AGENDA INFORMATION:

Item Number: VIII
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

A private business has had picnic tables placed on Town owned property. Town Manager Stewman was told by the owner that this was verbally authorized by a previous manager, but there is not written confirmation of this authorization. Town Manager Stewman and Town Attorney William Morgan recommend establishing a written agreement if the Town chooses to continue to allow the placement of the picnic tables. Town staff requests Council discussion on the matter.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Continue Discussions regarding Sewer Replacement Project and Lake Drawdown

AGENDA INFORMATION:

Item Number: IX
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

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

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Personnel Policies

AGENDA INFORMATION:

Item Number: X
Department: Human Resources
Contact: Jennifer Duncan, HR Specialist
Presenter: Jennifer Duncan, HR Specialist

BRIEF SUMMARY:

At the May 8th special budget meeting, there was discussion in regard to various personnel policies that relate to budget operations. Specifically, there were questions regarding compensatory time, health insurance for retired employees, and law enforcement separation allowance. Jennifer Duncan will be available to answer any questions in regard to these policies or any others that are in place.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Compensatory Time Policy; Health Insurance Policy; Law Enforcement Separation Allowance Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

range is increased above the employee's current base salary or the employee is promoted into a classification with a pay range maximum above the employee's current salary rate.

- (c) General salary range adjustments (market adjustments) to the salary schedule shall be effected by adjusting the Town's overall salary schedule up (or down) by the same percentage amount. The Town Council prior to adopting a new fiscal year budget shall normally consider a market adjustment. When a rate adjustment is made to a pay range, to reflect market changes, employees in classes within that pay range may or may not receive the rate adjustment, depending on the Town's financial condition.

Section 9. Pay for Part-Time Work

The pay plan established by this policy is for full-time service. An employee appointed to a class of position for less than full-time service shall be paid a pro-rated amount determined by converting the established salary of that classification to an hourly rate.

Persons employed on a part-time basis to perform work that is not covered by the Town's Classification Plan, shall be paid at a rate that is set by the Manager.

Section 10. Overtime

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

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

The Town Manager, following FLSA regulations, shall determine which positions are “non-exempt” and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions. “Non-exempt” employees will be paid at a straight time rate for hours up to the FLSA established limit for their positions (usually 40 hours in a 7 consecutive day “work period”; 171 hours for police and 212 for fire personnel in a 28 day work period). Hours beyond the FLSA established limit shall be compensated in the appropriate manner outlined below. In determining eligibility for overtime in a work period, only hours actually worked shall be considered. In no event will holidays, vacation, compensatory or sick leave hours be counted toward the total hours for the purpose of overtime compensation.

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

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

excess of their normal work periods. These employees may be granted occasional unofficial compensatory leave where the convenience of the Town operation allows.

(b) The following work periods shall be established for the purpose of calculating overtime earned:

(1) Law enforcement personnel and Firefighting personnel shall be assigned to a 28-day work period with a maximum of 171 work hours (Average of 42 hours per week) for Law Enforcement and 212 work hours (Average of 53 hours per week) for Firefighting personnel before accruing overtime.

(2) All other non-exempt town employees shall be assigned to a 7 consecutive day work period with a maximum of 40 work hours before earning overtime or accruing Compensatory Time.

(c) 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.

- (d) Supervisors shall be responsible for maintaining appropriate and accurate records detailing hours worked each day and total hours worked each work period. All time-records must be signed by the supervisor and delivered to the Human Resources Director no later than 9:30 a.m. on Tuesday immediately preceding payday.

Section 11. On-Call/Call-Back Pay

The Town provides a continuous twenty-four hour a day, seven day a week service to its citizens. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the Town is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. Employees are expected to respond to any “after normal work hours” needs of the Town. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal by the appointing authority.

On-Call On-call time is defined as that time when an employee must carry a pager or other communication device and must respond immediately to calls for service. Any Town employee eligible to earn overtime compensation, will be guaranteed 7 hours of straight time for each work week when they are not scheduled to work but are required to be placed in on-call status for the work week, Saturday through Friday. This amount will be prorated for any time worked less than one week. (Amended 07-10-18)

Call-Back. When a non-exempt employee is actually called back, after normal work hours, the time actually spent on the after-hours call(s) or 2 hours, for each incident requiring travel from home, whichever is greatest, is counted as hours worked for that work period. Time counted includes travel from home to the workstation and back home. The wages will be at straight time unless the employee works more than 40

ARTICLE XII. INSURANCE/RETIREMENT/BENEFITS

All employee benefits outlined in this policy including but not limited to Article V (Pay Plan) and Article VII (Leaves of Absence) are contingent on the financial condition of the Town and the provision for such funding in each Annual Budget.

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 of employment.

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 2. Unemployment Insurance

In accordance with Public Law 94-566 and Chapter 1124 of the Session Laws of 1977 of the North Carolina General Assembly, local governments are covered by unemployment insurance effective January 1, 1978. Town employees who are laid off or released from the Town service may apply for unemployment compensation through the local office of the Division of Employment Security who will determine the employee's eligibility for this benefit.

- (b) The Town contributes matching employee contributions up to 5% of each eligible employee's base salary to the Supplemental Retirement Plan of North Carolina-401(k) as administered for the State of North Carolina by Prudential Retirement. All rules and regulations of the Plan apply.

Section 7. Separation Allowance/Law Enforcement 401K

In accordance with General Statute 143-166.42, every sworn law enforcement officer, as defined by G.S. 128-21(11c) or G.S. 143-166.50(a)(3), employed by a local government employer who qualifies under this section shall receive, beginning in the month in which the officer retires on a basic service retirement, under the provisions of G.S. 128-27(a), an annual separation allowance equal to eighty-five hundredths percent (0.85%) of the annual equivalent of the base rate of compensation most recently applicable to the officer for each year of creditable service. The allowance shall be paid in equal installments on the payroll frequency used by the Town.

To qualify for the allowance, the officer shall:

- (1) Have (i) completed 30 or more years of creditable service or (ii) have attained 55 years of age and completed five or more years of creditable service; and
- (2) Not have attained 62 years of age; and
- (3) Have completed at least five years of continuous service as a law enforcement officer as herein defined immediately preceding a service retirement. Any break in the continuous service required by this subsection because of disability retirement or disability salary continuation benefits shall not adversely affect an officer's qualification to receive the allowance, provided the officer returns to service within 45 days after the disability benefits cease and is otherwise qualified to receive the allowance.

As used in this section, "creditable service" means the service for which credit is allowed under the retirement system of which the officer is a member, provided

that at least fifty percent (50%) of the service is as a law enforcement officer as herein defined.

Payment to a retired officer under the provisions of this section shall cease at the first of:

- (1) The death of the officer;
- (2) The last day of the month in which the officer attains 62 years of age; or
- (3) The first day of reemployment by a local government employer in any capacity.

Notwithstanding the provisions of subdivision (3) of this subsection, a local government employer may employ retired officers in a public safety position in a capacity not requiring participation in the Local Governmental Employees' Retirement System, and doing so shall not cause payment to cease to those officers under the provisions of this section.

This section does not affect the benefits to which an individual may be entitled from State, local, federal, or private retirement systems. The benefits payable under this section shall not be subject to any increases in salary or retirement allowances that may be authorized by local government employers or for retired employees of local governments.

Section 8. Employee Development

Employees are encouraged to further develop their job related skills through continuing education and training. Limited funds may be made available to help finance special courses of study or other training programs upon approval of the Council.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Continue Review of Proposed FY 24-25 Budget

AGENDA INFORMATION:

Item Number: XI
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Council and staff will continue discussions regarding the FY 24-25 Budget. The public hearing to adopt the budget is set for the June 11th regular Town Council meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Current Draft of FY 24-25 Budget

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Non-Compliant Lake Structures at 121 Anglers Way

AGENDA INFORMATION:

Item Number: XII
Department: Community Development
Contact: Richard Carpenter, Dev. and Environ. Review Specialist
Presenter: Richard Carpenter, Dev. and Environ. Review Specialist

BRIEF SUMMARY:

There is a boathouse and a seawall located at 121 Anglers Way that have both failed in various places and are in a severe state of disrepair. Community Development has notified the property owners of the dilapidated structures, but the owners have failed to initial repair or removal.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To condemn and order the removal of the seawall and boathouse within the timeframe specified in the ordinance, and to stabilize the shoreline after removal of the seawall.

ATTACHMENTS:

Staff Memo with Photos

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommend the council condemn and order the removal of the seawall and boathouse within the timeframe specified in the ordinance. The shoreline must be stabilized after removal of the seawall.



TOWN OF LAKE LURE *Community Development Department*

MEMORANDUM

TO: Town Council
FROM: Rick Carpenter: Community Development Department
DATE: May 22, 2024
RE: 121 Anglers Way: Lake Structure Condemnation Recommendation

The property in question has two lake structures: (1) boathouse & (1) seawall. Both structures have failed in various places and are in a severe state of disrepair. The property owners have been notified of the dilapidated structures but have failed to initiate repair or removal.

Relevant Ordinances:

1. **Sec. 6-52(e)**. Cleanup and removal of condemned, collapsed, or involuntarily destroyed structures shall begin within 90 days of the date of condemnation, collapse, or destruction. Hazardous items such as fuel, lubricants, paint, chemicals, unused boat batteries, etc., shall be removed immediately to protect water quality.
2. **Sec. 6-54(b)**. The property owner shall be responsible for maintaining all lake structures covered by this article in good repair.
3. **Sec. 6-65(d)**. Any provision of this section that makes unlawful a condition existing upon or use made of any property may be enforced by injunction and order of abatement, and the general court of justice shall have jurisdiction to issue such orders. When a violation of such a provision occurs, the town may apply to the appropriate division of the general court of justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the rules of civil procedure in general and rule 65 in particular. In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished or removed; the fixtures, furniture or other movable property be removed from the building on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with this policy or such ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, such defendant may be cited for contempt, and the town may execute the order of abatement. The town shall have a lien on the upland property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs to the town of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement

within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith.

4. **Sec. 6-54(b)**. The property owner shall be responsible for maintaining all lake structures covered by this article in good repair. The town shall have the authority to condemn any lake structure due to decay, disrepair, or any hazardous condition. The property owner will be given a written notice and 90 days to comply with the town council's determination. If the owner fails to appeal to the town council for a hearing or comply with their determination, council may revoke their lake structure certificate and accompanying tag (if one had been issued) and remove the structure at the property owner's expense.

Staff Determination & Recommendation:

Staff have analyzed the evidence in the field and have spoken to the homeowners to form the following opinion and recommendation.

Staff have determined that the property owners have not maintained their lake structures in good repair. Staff have determined that a hazardous situation may exist due to the severely dilapidated sea wall and boathouse. Both structures have visible damage and have collapsed in places.

Recommendation:

Staff recommend the council condemn and order the removal of the seawall and boathouse within the timeframe specified in the ordinance. The shoreline must be stabilized after removal of the seawall.

Site Photos:





















**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Parking and Recent Parking Request

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town staff has had recent discussions in regard to the need for additional public parking. Staff would like to discuss this matter with Council.

Additionally, Town staff has recently been approached by the owners of a local business that have requested the use of Town owned property at 168 Boys Camp Road for parking. The business has suggested that they would provide a shuttle for their patrons from the requested parking area to their business location.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Goals for Town Park Planning

AGENDA INFORMATION:

Item Number: XIV
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

The previous Town Manager was in the process of having a plan created for the Green Space. Town Manager Stewman would like to discuss the Town's goals for overall park planning moving forward.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Review Parks and Recreation Board Recommendation for Removal of Water Fountain

AGENDA INFORMATION:

Item Number: XV
Department: Parks, Recreation, and Lake
Contact: Dana Bradley, Parks, Recreation, and Lake Director
Presenter: Dana Bradley, Parks, Recreation, and Lake Director

BRIEF SUMMARY:

The Parks and Recreation Board have been discussing options for the water fountain located near the Arcade Building. The Board recently recommended the removal of the fountain, the relocation of the memorial plaque on the side of the fountain to a nearby bench, and the relocation of the metal sculpture in the center of the fountain to either the Flowering Bridge or an alternative location.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends Council deliberation in regard to the Parks and Recreation Board recommendation.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Appointment of Town Clerk

AGENDA INFORMATION:

Item Number: XVI
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town Manager Stewman, Mayor Pritchett, and HR Specialist Jennifer Duncan have been in the process of interviewing candidates for the vacant Town Clerk position. Per the Town's Charter, the Town Clerk is appointed by Town Council. Following interviews, the position was recently offered to Elba Willette who has accepted contingent upon Town Council approval.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To appoint Elba Willette as Town Clerk.

ATTACHMENTS:

N/A

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends appointment.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Discuss Workforce Housing Conceptual Site Plan

AGENDA INFORMATION:

Item Number: XVII
Department: Communications
Contact: Laura Krejci, Communications Director
Michael Williams, Community Development Director
Presenter: Neil Gurney, Gateway Wellness Foundation

BRIEF SUMMARY:

As discussed in the January 9, 2024 meeting, one of the priorities for the Town of Lake Lure is increasing housing for our workforce. Town staff have been meeting with the Foothills Regional Commission as well as the Gateway Wellness Foundation to discuss this matter. It was recommended that an important step in assessing the Town's needs is through a Housing Assessment to document the needs. Town Council supported the submission of a grant application with Dogwood Health Trust to fund this study. Dogwood Health Trust funded a Housing Study through the Foothills Regional Commission which will include the Town of Lake Lure. We hope to receive the results of the study in the fall of 2024.

Gateway Wellness Foundation recently worked with the Town of Rutherfordton to develop a Workforce Housing neighborhood called Creekwood Meadows. The representatives that have been working to advance Workforce Housing in Lake Lure toured the neighborhood in January 2024. The address of the neighborhood is 125 Upper Gateway Circle, Rutherfordton, NC 28139. Photos from this site visit are included below. Everyone was very impressed with the quality of the neighborhood and the homes.



Town staff identified potential Town owned property which could be utilized for future Workforce Housing.

One property that was identified is on Island Creek Road adjacent to Lake Lure Classical Academy. The next step in considering this property for future Workforce Housing is to develop a Conceptual Site Plan.

Mr. Neil Gurney (President of Gateway Wellness Foundation and Vice-Chair of the Board of Adjustment / Lake Structure Appeals Board) has been invited to meet with Town Council to provide an overview of the development of Creekwood Meadows in Rutherfordton (shown below) and to explain how Workforce Housing can work in Lake Lure.

- In short, the only requirement of the Town of Lake Lure is to provide the property and the development of the Conceptual Site Plan (\$6,500.)
- This Conceptual Site Plan is an essential element that can then be used to apply for grant funding from organizations like Dogwood Health Trust, Foothills Regional Commission and other Foundations as well as state and federal funders, for the development of the infrastructure to support the neighborhood. This is how Creekwood Meadows and other nearby properties are being developed.
- Once the infrastructure has been created, Gateway Wellness Foundation would fund and oversee the development of the Workforce Housing.
- Gateway Wellness Foundation will market the new homes to the Lake Lure workforce including Firefighters, Police Officers, Teachers, Healthcare Workers, etc.
- Gateway Wellness Foundation works with future home owners to apply for a USDA 502 Loan which repays their investment in building the homes.
- There are guidelines which would not allow the homes to be utilized as short term rentals. Mr. Gurney will provide all of the details in his presentation.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approval of the plan for a Conceptual Site Plan for the property.

ATTACHMENTS:

1. Daily Courier Articles on Creekwood Meadows in Rutherfordton
2. USDA 502 Loan information for Workforce Housing with Creekwood Meadows Conceptual Site Plan and photos of neighborhood homes.
3. Odom Proposal for Engineering Services for the Conceptual Site Plan.

STAFF'S COMMENTS AND RECOMMENDATIONS:

To support funding the Workforce Housing Conceptual Site Plan for the property on Island Creek Road adjacent to Lake Lure Classical Academy.

THE DAILY COURIER

- LOCAL MATTERS -

Creekwood Meadows is filling a void

BY SCOTT CARPENTER
SCARPENTER@THE.DIGITALCOURIER.COM

RUTHERFORDTON — The demand for affordable homes is showing no signs of slowing down. That is, according to local real estate professionals.

Creekwood Meadows, a new neighborhood under construction in Rutherfordton, held an open house event Tuesday. It was designed to give would-be buyers a look at the new homes,

SEE DEMAND/PAGE A12

Neil Gurney of Gateway Foundation is shown with some of the drawings for the homes being built in Creekwood Meadows in Rutherfordton.

Scott Carpenter/The Daily Courier



DEMAND

FROM PAGE A1

and to discuss potential home ownership.

Creekwood Meadows is located just off John Smith Road, in the southern end of Rutherfordton. The project is a partnership between the developer (Gateway Foundation), the town of Rutherfordton, and Dogwood Health Trust.

The neighborhood is being built for working professionals who have found traditional home-buying options too expensive. Homes in Creekwood Meadows are affordable for those earning from \$16-\$26 per hour, or approximately \$30,000 to \$50,000 annually.

Neil Gurney of Gateway Foundation is heading the project.

"This is the first neighborhood we have started with Gateway," Gurney said. "The need is definitely here."

Gurney said out of all 18 Western North Carolina counties, Rutherfordton is third highest when it comes to need for affordable housing.

By noon Tuesday, there had already been 42 individuals who reached out to Gateway requesting information about buying a home in Creekwood Meadows (from the time the Open House event had been announced). Of these, 16 applied, 10 of these are already qualified, and four have submitted complete applications.

"We definitely have the demand here, for quality affordable housing," said Heather Boyd,



Photos by Scott Carpenter/The Daily Courier

Creekwood Meadows, a community of more affordably-priced homes, held an Open House event on Tuesday.

a housing counselor with Gateway. "And we do everything we can to help make these dreams of home ownership become a reality. We help them work on their credit score, help them make the right choices to become a successful home owner."

This is important, Boyd said, because living in your own home can help provide stability.

Gurney said he is happy to see Creekwood Meadows growing. So far there are four homeowners already living there, a fifth house has been sold, and another is in the process of being sold.

A key feature of the project is that it connects homebuyers to the USDA-502 Direct Loan Program. The homebuyer does not have to provide a down



There will eventually be a total of 31 single family homes in the Creekwood Meadows neighborhood in Rutherfordton.

payment, and the loans are typically obtained at interest rates around 4.6%.

"This is significantly less than the market rate of 7%, which is more common now," Gurney said.

Town and foundation officials say the goal of Creekwood Meadows is to help individuals like teachers, firefighters, police, and other members of the local work-

force purchase a home here.

Randy Reavis, president of the Foothills Realtor Association, (an industry trade group), confirms that there remains a housing shortage in Rutherford County, at all price points.

"This is especially true for modestly priced homes," he said. "A large stock of houses is simply not there.



The start of race began at the entrance of Union Mills Learning Center.

We continue to have more demand than supply, here in Rutherford County."

Reavis also noted that data suggests there are more homes now available for sale, compared to the previous year, giving buyers more options to choose from.

The low inventory and

high demand, continues to mean a faster turnaround time for sellers.

Eventually, Creekwood Meadows will contain 31 two- and three-bedroom single family homes. The neighborhood is just two miles south of downtown Rutherfordton.

THE DAILY COURIER

- LOCAL MATTERS -

Creekwood Meadows is growing; Open House will be Tuesday

By SCOTT CARPENTER scarpenter@thedigitalcourier.com Feb 23, 2024 Updated Apr 16, 2024



Creekwood Meadows is a growing neighborhood in the southern end of Rutherfordton. An Open House event will be Tuesday, 11 a.m.-7 p.m.

Contributed Photo from Gateway Foundation



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RUTHERFORDTON



As more homes are constructed in Creekwood Meadows, interest is growing among potential home buyers.



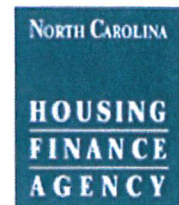
An Open House event will be held in the new neighborhood Tuesday, Feb. 27, 11 a.m.-7 p.m. at 125 Upper Gateway Circle. Any who may be interested are welcome to attend, learn more about purchasing a home and tour some of the new houses.



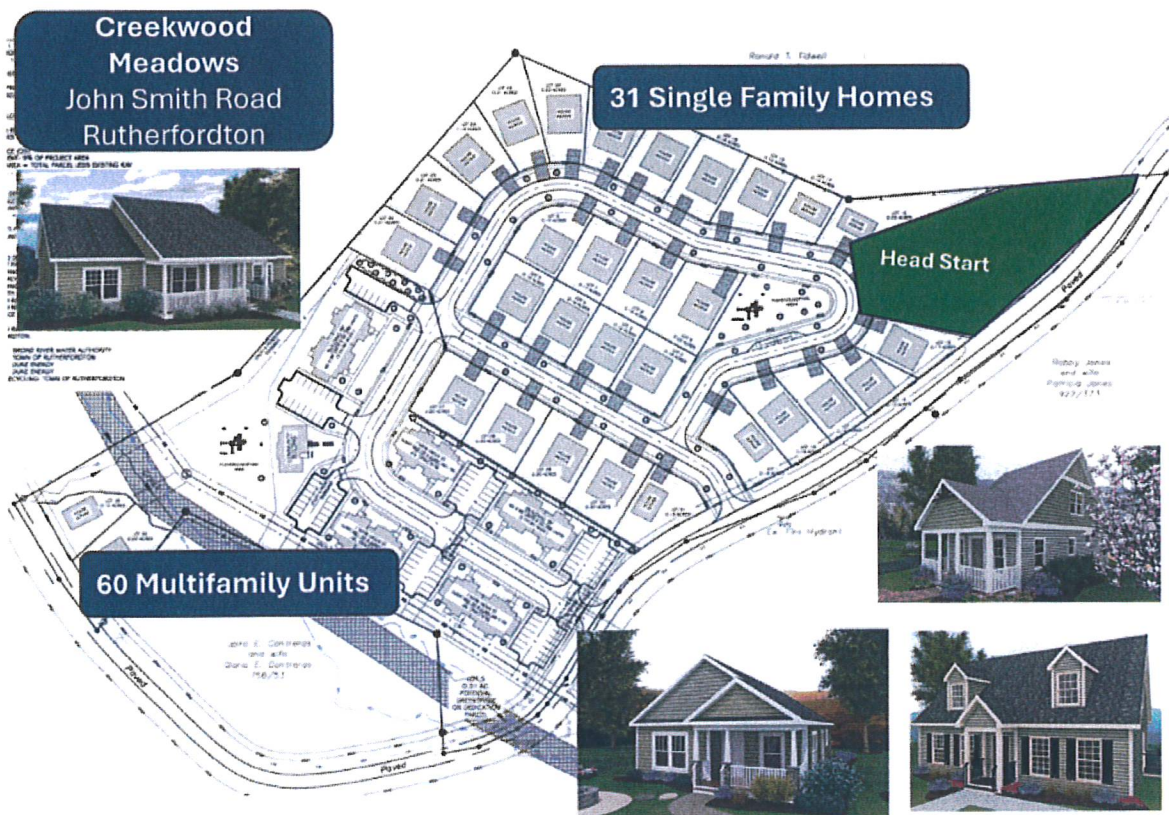
The Creekwood Meadows neighborhood is located just off John Smith Road, in the southern end of Rutherfordton. The project is a partnership between the developer (Gateway Wellness Foundation), Dogwood Health Trust, and the Town of Rutherfordton.

USDA 502 Loan with CPLP Downpayment Assistance and Gateway Forgivable Loan

- Gateway houses priced \$20,000 below market rate
- CPLP downpayment assistance: 10% of house price with no payments until end of USDA loan (33 years)
- USDA 502 Direct Loan:
 - No downpayment
 - Low interest rates (5%)
 - House Price: \$240,000 (appraised value)
 - CPLP: \$24,000
 - Gateway Forgivable Loan: \$20,000
 - USDA Loan: \$196,000 (monthly payment based on this amount)
 - Monthly payment: - Mortgage \$691 per month
- With taxes and insurance \$929 per month



HOUSE PRICE \$44,000 BELOW MARKET RATE
INCOME REQUIRED: \$16 PER HOUR (\$30,000 per month)



Possible Location for Lake Lure Workforce Housing Development

The area adjacent to the school is very flat and ideal for a future subdivision. The 10-acre area indicated will need very little grading and I am certain that when we have the engineers look at planning a development, with very little grading we can use a lot more of this land. This will make it possible to build townhomes along the school road (this is possible on either side of the road) and single-family homes on the remaining area.

The big question is sewer access, which needs further investigation. This development will need city sewer.

There are some wells to the left of the road entering the school. The closest to the road is over 200ft away, so this should still allow for development along that road.



April 19, 2024

Mike Williams
Community Development Director
828-625-9983, ext.117
mwilliams@townoflakelure.com

RE: Proposal for Engineering Services for Conceptual Site Plan for Lake Lure Housing Development

Dear Mike:

We appreciate the opportunity to provide you with this proposal for *Engineering Services for Conceptual Site Plan for Lake Lure Housing Development* (PROJECT). This proposal, if accepted, also serves to document the agreement between Odom Engineering, PLLC (ENGINEER) and The Town of Lake Lure (OWNER). More specifically, the Engineer will provide the following engineering services for the following fee:

Engineering Services for Conceptual Site Plan

Project Total: \$6,500.00*

** Please note that the above fee does not include any permit or review fees required by regulatory agencies or surveying.*

Bi-weekly payment requests will be made to the OWNER. This document and the attached Consultant Contract Provisions represents the entire understanding between the ENGINEER and the OWNER in respect of the PROJECT and may only be modified in writing signed by both parties. If it satisfactorily sets forth your understanding of our agreement, please sign in the space provided below.

Sincerely,



David Odom

Attachment:

- Appendix A - Consultant Contract Provisions
- Appendix B – Hourly Rate
- Appendix C- Billing Information

Accepted this day ____ of _____, 20__	

(Signature)	
_____	_____
(Printed Name)	(Title)

CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT's property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **DISPOSAL OF SAMPLES** – CONSULTANT will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** – The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES** – If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct, or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **STANDARD OF CARE** – CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

8. **OPINION OF PROBABLE COSTS** – When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute CONSULTANT's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY** – To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement, or the total amount of \$ 50,000.00, whichever is greater.
12. **CONFLICTS OF INTEREST** – This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.
13. **REIMBURSABLE EXPENSES** – CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
14. **MISCELLANEOUS**

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

As of July 2022

APPENDIX B

CLASSIFICATION	RATE/HOUR
Senior Engineer	\$200.00
Project Manager	\$140.00
Autocad Technician	\$100.00
Data Collection Field Crew	\$120.00
Site Inspector	\$100.00
Admin Works/Clerical	\$75.00

- End of Appendix B -



Odom Engineering, PLLC Project Billing Information

Date:

Project Name:

Client (legal name):

Bill to (if different from above):

Client address:

Email Invoices to:

Copy Invoices to:

Project Contact:

Email:

Office:

Cell:

Secondary Contact:

Email:

Office:

Cell:

Additional Payment Info/Notes here:

ODOM ENGINEERING, PLLC
169 Oak St., Forest City,
North Carolina, 28043
<http://www.odomengineering.com>



**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 22, 2024**

SUBJECT: Project Manager Updates

AGENDA INFORMATION:

Item Number: XVIII
Department: Project Management
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project manager

BRIEF SUMMARY:

Project Manager Mike Dydula will provide Council with an update in regard to ongoing major projects.

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

Meeting Date: May 22, 2024

SUBJECT: Town Manager Updates

AGENDA INFORMATION:

Item Number: XIX
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town Manager Olivia Stewman will provide Council with any updates that are not included on the meeting agenda. Council will also have the opportunity to ask any questions.

XX

ADJOURNMENT