

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, February 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, February 14, 2023 - 5:00 PM
Lake Lure Municipal Center



Agenda

I. Call to Order

II. Agenda Adoption

III. Mayor's Communications

- A. Resolution No. 23-02-14 Honoring the Dedicated Service of Hope Wittmer –
Page 2

IV. Town Manager's Communications

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 January 10, 2023 Regular Town Council Meeting Minutes, the January 11, 2023 Town Council Planning Retreat Meeting Minutes, and the January 25, 2023 Regular Town Council Work Session Meeting Minutes – *Page 28*

- B. Budget Amendment #346 for Deep Water Access Project – *Page 80*

The Town of Lake Lure has sufficient funds budgeted for the Deep Water Access Project. Budget Amendment #346 removes funding for the Deep Water Access Project from the dredging account to a capital project line item specific to the Project, which will ease organization and accounting.

- C. Budget Amendment #347 for Fire Department Specialized Air Compressor –
Page 82

Rutherford County is donating a specialized air compressor for fire services. The Town of Lake Lure has first option in taking the compressor, which would be beneficial to the Fire Department. Budget Amendment #347 accounts for funding repairs to the donated air compressor in the amount of \$4,800.

D. **Lake Use Fee Schedule Amendment for the Purpose of Adding a \$10.00 Boat Permit Mailing Fee – Page 84**

Due to the increase in price to send certified mail and the time and efforts of staff handling, staff recommends a \$10.00 boat permit mailing fee per permit. The amendment to the Lake Use Fee Schedule is for the purpose of incorporating the recommended fee.

E. **LaBella Task 12 Firefly Cove Water System Improvements Amendment #1 – Page 86**

LaBella Task 12 is for the Firefly Cove Water System Improvements and was originally priced at \$20,000. In the process of submitting the application for necessary permits to complete the system improvements, LaBella was informed that the Town must provide a Water System Management Plan (WSMP). The existing WSMP has not been updated since 2006 and does not incorporate the Firefly Cove Water System. Task 12 Amendment #1 allows LaBella to update the WSMP with the inclusion of the Firefly Cove Water System, and increases the total cost by \$8,500 for LaBella's additional efforts.

F. **Resolution No. 23-02-14A Approving Lake Lure Tours Concession Agreement – Page 88**

The concession agreement between the Town of Lake Lure and Lake Lure Tours is due for renewal in February. Town staff and Lake Lure Tours have agreed upon a five year concession agreement, with the only proposed amendment being the addition of a formal opening and closing schedule. Resolution No. 23-02-14A approves the Lake Lure Tours Concession Agreement.

G. **Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Waiver of the Noise Regulation, Chapter 20 Article II; and approval for partial road closure for the Hickory Nut Gorge (HNG) Outreach 2023 Spring Lake Lure Arts and Crafts Festival scheduled for May 12-14, 2023 in front of the Arcade Building. – Page 109**

H. **Lake Lure Spring Classic Boat and Auto Show Request for Waivers / Council Approval – Page 110**

The Lake Lure Spring Classic Boat and Auto Show will take place on May 19th through May 20th in 2023. Event hosts have requested waivers for Chapter 8 Article II “Peddlers” and Chapter 20 Article II “Noise Ordinance” of the Code of Ordinances. The hosts have also requested waivers for the suspension of the Town alcohol ordinance and for the requirement for a daily boat permit for those participating in the boat show. Additional details can be found in the meeting packet.

VIII. Unfinished Business

A. **Facility Leases – Page 112**

- i. **Lake Lure Flowering Bridge**
- ii. **Rutherford County Tourism Development Authority**

IX. New Business

A. **Request for Town Council Permission to Dredge Around Lake Structure Located at 104 Quail Cove Road – Page 134**

- B. Request for Town Council Permission to Dredge Around Lake Structure Located at 191 Lakeview Road – *Page 137*
- C. Request for Town Council Permission to Dredge Around Lake Structure Located at 255 Deerwood Drive – *Page 140*
- D. Request for Town Council Approval to add Fill for Maintenance of Rumbling Bald Resort Beach Located at 153 Mountains Boulevard – *Page 143*
- E. Board Member Appointments – *Page 146*
 - i. ABC Board
 - ii. Board of Adjustment / Lake Structure Appeals Board
 - iii. Lake Advisory Board
 - iv. Parks and Recreation Board
 - v. Zoning and Planning Board
- F. Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA – *Page 183*
- G. Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000 – *Page 185*

X. Closed Session

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

XI. Adjournment

III
MAYOR'S
COMMUNICATIONS

- A. Resolution No. 23-02-14 Honoring the
Dedicated Service of Hope Wittmer**



RESOLUTION NO. 23-02-14
HONORING THE DEDICATED SERVICE OF
Hope Wittmer

WHEREAS, Hope Wittmer has been involved with the operations of the Hickory Nut Gorge Outreach since 2009 and has served as President since 2013; and

WHEREAS, The Hickory Nut Gorge Outreach is a non-profit organization serving families in the Hickory Nut Gorge Community through eliminating hunger and providing social services; and

WHEREAS, Hope Wittmer has immensely contributed to the exponential growth and expansion of the Hickory Nut Gorge Outreach through her hard work, leadership, dedication, selflessness, and a passion for helping others; and

WHEREAS, Hope Wittmer has had a significant positive impact on the well-being and livelihood of those in the Town of Lake Lure and the entire Hickory Nut Gorge Community for over 13 years; now

THEREFORE BE IT RESOLVED, that on behalf of the Lake Lure Town Council and the citizens of the Town of Lake Lure, the Lake Lure Town Council expresses deep and sincere appreciation for Hope Wittmer's dedicated service to the community.

READ, APPROVED AND ADOPTED this the 14th day of February, 2023.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report January 2023

Below are the January 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 is in our realm to fix. General maintenance was completed between holidays, such as meter reading, Hard Trash pickup, and normal operations at the dam, etc. Canopy trimming throughout town was started on the 17th of January and will continue through February. Top accomplishments/project updates:

- All the Christmas decorations have been removed and the new American Flags have been hung.
- Pin Stock inspection and cleaning has been completed.
- Restructuring and paving the portion of Burnt Ridge Rd causing serious erosion has been completed.

Community Development – Director Williams reports another active month for community development. The department issued 33 permits in January compared to 29 in December and performed numerous follow ups. This includes 14 Zoning, 4 Lake Structure and 9 Land Disturbance Permits. Did Final Inspections for 1 permit. Continuing to increase our follow-up and inspections of ongoing projects with intent of emphasize communication and clearly reasonable responses to violations. Had to issue 8 *Notice of Violations* and 1 *Stop Work Order* of which 2 have been resolved, balance are working toward resolution. (In December issued 2 *Stop Work Orders* and 2 *Notice of Violations*, in addition to at least 5 informal warnings. Primary type of issues involve land disturbances, erosion and/or sediment runoff, and excessive tree clearing. The next most significant issue would be projects started without permits. In January, the Zoning and Planning Board discussed idea of requiring doubled permit fees when work begins without permits. Discussion was carried over to February 21 meeting to develop text amendment proposals for Town Council.

*Hired Kimberly Martin, Senior Customer Service Rep for Polk County tax office, to be our new CDD Administrative Assistant.

Top accomplishments/project updates:

- With cooperative assistance from Laura Krejci, have tower contractor's team focused on satisfying the State Historic Preservation Office's relatively simple requirement for

approval. While still frustratingly slow progress, we have a clear path for approval and agreement with the contractor's permit compliance team on what must be done and how.

- Have increased frequency of project inspections significantly during start of 2023. Goal is to find problems/gain compliance before becomes major. This will become more sustainable as we bring in administrative help allowing us to spend more time in field.
- Hired experienced individual for our administrative assistant position, scheduled to start on February 20th.

Fire / Emergency Management – With going into the fall, it was still a busy month in January. The department responded to 35 fire/medical/rescue calls throughout the month. An increase in calls was due to the colder weather. Firefighters completed 457 Hours of Training this month. The department also completed 23 Fire/Medical/Rescue calls.

Police – We experienced a fairly slow month however were able to pick up a six individuals on warrants for their arrest. Officer Dills assisted a town resident in securing his vehicle after an individual had called a wrecker to have it picked up and taken to a lot. It was found and brought back to the owner. This case is pending further action. Top three accomplishments in January:

- Chief Humphries attended the North Carolina Chief's Conference which offered training and networking with other staff from across the state.
- The law enforcement section of the Dive Team began attending the Lake Advisory Meetings in an effort to collaborate in gaining and giving information regarding law enforcement on the lake.
- The office was painted after sporting the original paint for many decades.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Worked on commercial applications and commercial boat model. We worked on getting online boat permit sales capability. The Dittmer-Watts workday was postponed due to rain. The Dittmer-Watts trail boss walked trail and reported issues – 1 volunteer; 3 volunteer hours. The Buffalo Creek Park trail boss walked the trail and reported issues – 1 volunteer; 4 volunteer hours. The Weed Patch Mountain trail boss walked trail and reported issues to be addressed at next work day – 1 volunteer; 7 volunteer hours. The Department organized a Buffalo Creek Park workday on 1/10 to repair minor erosion and remove invasive species – 4 volunteers; 24 volunteer hours. The Chimney Rock Park Rangers gave a presentation on the emergency accesses on the Weed Patch Mountain Trail and staff gave them a tour of these access points on 1/11 2 11. Organized a Weed Patch Mountain workday on 1/17 to remove a fallen tree – 3 volunteers; 12 volunteer hours. Planned upcoming trail maintenance days and recruited volunteers to help. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage. Utilized volunteers to collect water samples– 4 volunteers; 24 volunteer hours. Utilized a total of 74 volunteer hours Three notable projects/activities updates:

- Continued building MOLO boat permitting database
- Sold over 300 boat permits
- Worked on getting online boat permit sales

Finance – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. During this monthly accounting period, unaudited revenues were received for various reimbursements that had been requested related to the capital sewer project. Finance, in conjunction with Town’s consultants and auditors, will determine the correct or appropriate funds to post reimbursements related to prior sewer projects and endeavors.

- As each month in this fiscal year, permits and land use fees continually track higher than projections-an indication of the review process and development. Collections of these fees have now exceeded the budgeted revenue.
- Boat permits collections are tracking more than the same period last year. Last fiscal year 2021/22, \$ 117,759.47 was collected at the same point in the fiscal year. This year, boat permit revenue equals \$145,978. An internal informal review will occur to find the basis of this trend.
- The Town continues to have a strong financial position with an unreconciled bank balance of approximately \$11,500,000 for all funds other than special revenue (the Dam Fund). There will continue to be a cycle of expenditures and reimbursed revenues that will occur during February due to the first phase of the sewer project and the APRA funding procedures.
- A review of all the Town’s leases (including real property and equipment) has been completed in conected with GASB requirements.

Communications – Communications Director Krejci continues her community outreach as she has posted 31 news articles that illustrate town related news, a listing of these articles with hyperlinks was emailed to over 1872 citizens, along with a link to the Town Calendar of Events. There were 10,331 website users in January. This represents a 4% decrease (-183) over January of 2022 (+2,725). **Social Media:** Published **70 Facebook posts** for the community with a **post reach of 42,655** for the month. The Town of Lake Lure now has over **19,309 followers** as of January 2023. Top projects/activities:

- Trail of History Episode Featuring Lake Lure
- FEMA Grant Follow-up Reports
- Publication of the Boater Safety Course, Test, and Licensing Requirements – Management of Social Media feedback

Manager / Clerk / Admin Summary

January 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 Lebella Engineering on the new sewer system and planning. We are planning on the advertising of the HDD to be done again in February of 2023. In addition, we are anticipating the advertisement on the Dam 20’ Valve Installation. The delivery of the valves continues to be on schedule for the month of May, 2023. In the midst of major project, the Town continues to strengthen the relationship with state entities.

- Working on the establishment of Policies and Procedures for contracting and Purchase and Procurement.
- Began work in the sleeve installation in Sunset Cove.

- Working with Mike Dydula, Project Manager, in developing project management tracking.
- Extensive work with the Flowering Bridge organization and Attorney William Morgan for the establishment of a ground lease for the use of the town property that the Flowering Bridge is operating upon.

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	1,336.89	10,000.00	8,663.11	13 %
Account Group Total:	0.00	1,336.89	10,000.00	8,663.11	13 %
311000 Ad Valorem Taxes-2000					
311190 AD VALOREM TAXES-2019	0.00	6,005.37	0.00	-6,005.37	** %
311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
311213 Ad Valorem Taxes-2023	0.00	177,343.37	0.00	-177,343.37	** %
311214 Ad Valorem Taxes DV5-dam capital	0.00	99,968.28	0.00	-99,968.28	** %
311220 AD VALOREM TAX 2022-	0.00	2,243,236.62	4,361,624.00	2,118,387.38	51 %
Account Group Total:	0.00	2,526,553.64	4,411,624.00	1,885,070.36	57 %
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	8,779.83	94,850.00	86,070.17	9 %
312023 Ad Valorem Vehicle Taxes 2023	0.00	10,637.60	0.00	-10,637.60	** %
312024 ad valorem veh taxes dv5 2023	0.00	5,425.24	0.00	-5,425.24	** %
Account Group Total:	0.00	24,842.67	114,850.00	90,007.33	22 %
332000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgrs	25.50	217.50	550.00	332.50	40 %
332400 Utlilities Franchise Tax	0.00	0.00	201,195.00	201,195.00	0 %
332600 Powell Bill - Tax on Gas	0.00	38,075.64	76,600.00	38,524.36	50 %
332605 Grant Revenue Reimbursements	0.00	158,778.00	0.00	-158,778.00	** %
332930 State Shared Sales Tax	0.00	802,330.68	1,750,000.00	947,669.32	46 %
332933 Solid Waste Disposal Tax	0.00	237.60	780.00	542.40	30 %
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:	25.50	999,639.42	2,850,050.00	1,850,410.58	35 %
347000 LAND USE FEES					
347100 Zoning Permits	12,260.00	46,905.00	37,000.00	-9,905.00	127 %
347200 Land Disturbance Permit	0.00	1,920.00	6,000.00	4,080.00	32 %
347300 Sign Permit	0.00	123.00	500.00	377.00	25 %
347550 Vacation Rental Fees	300.00	5,400.00	10,000.00	4,600.00	54 %
347600 Lake Structure Permit/LSA	0.00	5,450.00	9,254.00	3,804.00	59 %
347800 Fire Inspection	0.00	30.00	50.00	20.00	60 %
347900 Fines/Penalties - Land Use	50.00	50.00	0.00	-50.00	** %
Account Group Total:	12,610.00	59,878.00	62,804.00	2,926.00	95 %
361000 LAKE					
361201 Lake Lure Tours	0.00	50,394.73	60,000.00	9,605.27	84 %
361202 Lake Fines	216.00	535.00	300.00	-235.00	178 %
361203 Lake Comm License Fees	15,749.25	22,114.25	15,000.00	-7,114.25	147 %
361204 Boat Permits	83,254.50	145,978.20	675,000.00	529,021.80	22 %
361205 RBR CONCESSIONS	0.00	18,608.54	25,000.00	6,391.46	74 %
361207 Cluster Mooring Fees	0.00	0.00	24,000.00	24,000.00	0 %
Account Group Total:	99,219.75	237,630.72	799,300.00	561,669.28	30 %
363000 BEACH					

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
363801 Beach-Admission Fee-Adult	0.00	60,741.17	65,000.00	4,258.83	93 %
363804 Beach-Concessions	0.00	5,628.30	10,000.00	4,371.70	56 %
Account Group Total:	0.00	66,369.47	75,000.00	8,630.53	88 %
364000 MARINA					
364902 Marina-Open Slip Rental	140,900.00	173,750.00	310,000.00	136,250.00	56 %
364905 Marina-Concessions	0.00	12,054.92	18,500.00	6,445.08	65 %
364908 Marina-Rentals	0.00	43,331.69	50,000.00	6,668.31	87 %
Account Group Total:	140,900.00	229,136.61	378,500.00	149,363.39	61 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	1,916.94	4,000.00	2,083.06	48 %
383200 Beer and Wine Permits	0.00	181.15	1,000.00	818.85	18 %
383321 Fire-Rural Fire Protection	0.00	3,341.43	8,592.00	5,250.57	39 %
383410 ABC-Rents	1,333.33	13,333.30	16,000.00	2,666.70	83 %
383430 Community Center Rental	0.00	-100.00	250.00	350.00	-40 %
383440 Pavilion/Gazebo Rental	5,050.00	10,000.00	3,500.00	-6,500.00	286 %
383450 Meadows Rental	500.00	620.00	250.00	-370.00	248 %
383460 Water Tank Rental	0.00	1,030.00	0.00	-1,030.00	** %
383462 TDA GRANT	0.00	0.00	100,000.00	100,000.00	0 %
383500 Sale of Assets	0.00	0.00	3,500.00	3,500.00	0 %
383600 Golf Cart Permit	20.00	80.00	200.00	120.00	40 %
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	300.00	23,306.10	20,000.00	-3,306.10	117 %
383900 Misc Revenue	47.75	1,857.97	1,200.00	-657.97	155 %
383903 Town Promotional Materials	0.00	0.00	750.00	750.00	0 %
383910 Copies	5.75	17.75	500.00	482.25	4 %
383930 Recycling Collections	-42.50	15,981.00	15,250.00	-731.00	105 %
Account Group Total:	7,214.33	71,565.64	176,992.00	105,426.36	40 %
398000 TRANSFERS					
398500 Transfer from Capital Reserve	0.00	0.00	450,000.00	450,000.00	0 %
398502 Installment Agreement Proceeds	0.00	54,547.54	57,000.00	2,452.46	96 %
398602 Transfer from Water/Sewer	0.00	10,941.69	0.00	-10,941.69	** %
398604 Transfer from Fund Balance	-5,341.88	-5,341.88	952,186.00	957,527.88	-1 %
Account Group Total:	-5,341.88	60,147.35	1,459,186.00	1,399,038.65	4 %
Fund Total:	254,627.70	4,277,100.41	10,338,306.00	6,061,205.59	41 %

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: 1 / 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	-35.00	15,000.00	15,035.00	0 %
371300 Charges for Water	26,687.36	170,876.06	330,000.00	159,123.94	52 %
371400 Charges for Sewer	103,472.00	724,818.19	1,275,000.00	550,181.81	57 %
371500 Taps and Connect-Water	0.00	2,310.00	5,000.00	2,690.00	46 %
371600 Taps and Connect-Sewer	1,155.00	1,155.00	5,000.00	3,845.00	23 %
371700 Transfer Fee-Water/Sewer	100.00	740.00	1,000.00	260.00	74 %
371800 W/S - Penalty and Interest	3,225.00	11,976.00	6,000.00	-5,976.00	200 %
371900 W/S - Misc	0.00	46.40	0.00	-46.40	** %
Account Group Total:	134,639.36	911,886.65	1,637,000.00	725,113.35	56 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	828.01	1,000.00	171.99	83 %
383460 Water Tank Rental	0.00	3,090.00	12,360.00	9,270.00	25 %
Account Group Total:	0.00	3,918.01	13,360.00	9,441.99	29 %
Fund Total:	134,639.36	915,804.66	1,650,360.00	734,555.34	55 %

56 ELECTRIC FUND

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
372000					
372300 Charges for Utilities-Electric	0.00	2,344.00	400,000.00	397,656.00	1 %
Account Group Total:	0.00	2,344.00	400,000.00	397,656.00	1 %
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	2,344.00	400,150.00	397,806.00	1 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 23

75 CHIMNEY ROCK WATER FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
371000					
371300 Charges for Water	6,248.41	52,581.49	0.00	-52,581.49	** %
371501 WATER TAPS - CHIMNEY ROCK	0.00	1,250.00	0.00	-1,250.00	** %
371800 W/S - Penalty and Interest	0.00	2,275.00	0.00	-2,275.00	** %
Account Group Total:	6,248.41	56,106.49	0.00	-56,106.49	** %
Fund Total:	6,248.41	56,106.49	0.00	-56,106.49	** %
Grand Total:	395,515.47	5,251,355.56	13,988,816.00	8,737,460.44	38 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Availabl e Appropriation	% Committ
411000 COMMISSION							
411000 COMMISSION							
	102 Salaries-Part Time	1,100.00	7,700.00	13,200.00	13,200.00	5,500.00	58 %
	109 FICA	84.15	589.05	1,100.00	1,100.00	510.95	54 %
	214 Supplies-Dept	0.00	623.73	3,000.00	3,000.00	2,376.27	21 %
	215 Supplies-Materials	0.00	8,663.79	15,000.00	15,000.00	6,336.21	58 %
	310 Travel and Transportation	0.00	0.00	2,750.00	2,750.00	2,750.00	%
	Account Total :	1,184.15	17,576.57	35,050.00	35,050.00	17,473.43	50 %
	Account Group Total :	1,184.15	17,576.57	35,050.00	35,050.00	17,473.43	50 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
	100 SALARIES	30,436.38	228,543.89	471,151.00	471,151.00	242,607.11	49 %
	103 Professional Services	0.00	17,093.00	58,600.00	58,600.00	41,507.00	29 %
	109 FICA	2,283.78	17,176.82	36,065.00	36,065.00	18,888.18	48 %
	110 Retirement	5,779.88	43,254.46	85,280.00	85,280.00	42,025.54	51 %
	111 Group Insurance	3,197.90	25,194.73	60,600.00	60,600.00	35,405.27	42 %
	120 401 (K) Contribution	589.20	4,269.41	23,600.00	23,600.00	19,330.59	18 %
	180 Legal Services	4,303.80	37,941.87	49,200.00	49,200.00	11,258.13	77 %
	190 Engineering Services	1,000.00	1,000.00	25,000.00	25,000.00	24,000.00	4 %
	214 Supplies-Dept	375.58	7,782.75	8,000.00	8,000.00	217.25	97 %
	215 Supplies-Materials	0.00	2,258.31	2,300.00	2,300.00	41.69	98 %
	310 Travel and Transportation	0.00	3,949.44	6,500.00	6,500.00	2,550.56	61 %
	320 Postage	39.10	660.89	4,000.00	4,000.00	3,339.11	17 %
	322 Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	%
	324 Dues and Subscriptions	0.00	2,249.15	6,500.00	6,500.00	4,250.85	35 %
	330 Utilities	0.00	17,110.83	25,000.00	25,000.00	7,889.17	68 %
	350 Repairs and Maint-Buildings	1,600.00	47,266.33	12,500.00	70,575.00	23,308.67	67 %
	353 Repairs and Maint-Equipment	0.00	135.00	4,000.00	4,000.00	3,865.00	3 %
	370 Advertising	0.00	1,218.90	2,000.00	2,000.00	781.10	61 %
	614 Lobbyist	0.00	35,000.00	60,000.00	60,000.00	25,000.00	58 %
	687 Contractual - County Tax	0.00	14,483.25	16,000.00	16,000.00	1,516.75	91 %
	691 Contractual Services	670.94	38,466.39	73,275.00	91,975.00	53,508.61	42 %
	Account Total :	50,276.56	545,055.42	1,030,771.00	1,107,546.00	562,490.58	49 %
	Account Group Total :	50,276.56	545,055.42	1,030,771.00	1,107,546.00	562,490.58	49 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
	109 FICA	7.04	40.71	0.00	0.00	-40.71	%
	111 Group Insurance	16.25	120.29	0.00	0.00	-120.29	%
	321 Telephone	849.28	13,963.44	25,500.00	25,500.00	11,536.56	55 %
	325 Internet Services	0.00	1,846.35	4,800.00	4,800.00	2,953.65	38 %
	380 IT Support Services	0.00	11,968.00	79,720.00	79,720.00	67,752.00	15 %
	527 TECH-Website Update	0.00	0.00	4,100.00	4,100.00	4,100.00	%
	Account Total :	872.57	27,938.79	114,120.00	114,120.00	86,181.21	24 %
	Account Group Total :	872.57	27,938.79	114,120.00	114,120.00	86,181.21	24 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l abl e Appropriation	% Committ
431000 POLICE							
431000 POLICE							
100	SALARIES	46,462.88	330,208.65	541,523.00	543,048.00	212,839.35	61 %
101	OVERTIME	202.77	424.43	5,000.00	5,000.00	4,575.57	8 %
102	Salaries-Part Time	1,771.88	6,985.14	35,000.00	35,000.00	28,014.86	20 %
104	Separation Allowance-Law	1,460.16	10,951.20	20,500.00	20,500.00	9,548.80	53 %
109	FICA	3,736.68	26,253.74	46,300.00	46,300.00	20,046.26	57 %
110	Retirement	9,224.06	63,121.75	106,600.00	106,600.00	43,478.25	59 %
111	Group Insurance	6,397.64	48,811.98	94,200.00	94,200.00	45,388.02	52 %
112	Special Benefit Fund-Police	2,333.28	16,531.64	25,525.00	25,525.00	8,993.36	65 %
212	Supplies-Fuel	0.00	11,742.33	27,500.00	27,500.00	15,757.67	43 %
214	Supplies-Dept	800.36	7,848.63	12,000.00	12,000.00	4,151.37	65 %
217	Supplies-Uni Forms	178.95	9,382.18	10,000.00	10,000.00	617.82	94 %
220	Alcohol & Drug Ed.	0.00	341.95	1,000.00	1,000.00	658.05	34 %
310	Travel and Transportation	0.00	1,440.52	2,500.00	2,500.00	1,059.48	58 %
324	Dues and Subscriptions	0.00	6,033.18	6,300.00	6,300.00	266.82	96 %
333	Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	%
353	Repairs and Maint-Equipment	0.00	1,536.81	3,750.00	3,750.00	2,213.19	41 %
354	Repairs and Maint-Vehicles	2,499.77	16,244.35	25,000.00	33,000.00	16,755.65	49 %
490	Miscellaneous	0.00	0.00	1,000.00	1,000.00	1,000.00	%
524	Computers	0.00	9,549.16	10,000.00	10,000.00	450.84	95 %
691	Contractual Services	0.00	4,297.50	20,050.00	20,050.00	15,752.50	21 %
	Account Total :	75,068.43	571,705.14	994,248.00	1,003,773.00	432,067.86	57 %
	Account Group Total :	75,068.43	571,705.14	994,248.00	1,003,773.00	432,067.86	57 %
434000 FIRE							
434000 FIRE							
100	SALARIES	32,348.18	221,861.85	360,453.00	360,453.00	138,591.15	62 %
101	OVERTIME	0.00	0.00	20,000.00	20,000.00	20,000.00	%
102	Salaries-Part Time	405.00	9,396.00	35,000.00	35,000.00	25,604.00	27 %
109	FICA	2,423.67	17,193.32	31,795.00	31,795.00	14,601.68	54 %
110	Retirement	6,142.91	41,604.51	67,800.00	67,800.00	26,195.49	61 %
111	Group Insurance	4,477.06	34,099.63	66,200.00	66,200.00	32,100.37	52 %
120	401 (K) Contribution	1,207.26	8,163.54	18,723.00	18,723.00	10,559.46	44 %
212	Supplies-Fuel	0.00	7,936.17	20,000.00	20,000.00	12,063.83	40 %
214	Supplies-Dept	54.86	3,264.13	3,000.00	3,000.00	-264.13	109 %
215	Supplies-Materials	488.32	6,438.41	9,000.00	9,000.00	2,561.59	72 %
217	Supplies-Uni Forms	168.00	1,158.57	4,000.00	4,000.00	2,841.43	29 %
218	Supplies-Equipment	603.40	9,273.90	20,000.00	20,000.00	10,726.10	46 %
310	Travel and Transportation	765.62	3,302.38	5,000.00	5,000.00	1,697.62	66 %
324	Dues and Subscriptions	0.00	12,980.25	8,100.00	8,100.00	-4,880.25	160 %
330	Utilities	1,673.58	1,681.82	11,500.00	11,500.00	9,818.18	15 %
351	Repairs and Maint-Grounds	13.43	3,096.89	5,000.00	5,000.00	1,903.11	62 %
353	Repairs and Maint-Equipment	1,040.00	3,893.82	15,000.00	15,000.00	11,106.18	26 %
354	Repairs and Maint-Vehicles	3,301.15	32,781.25	20,000.00	20,000.00	-12,781.25	164 %
490	Miscellaneous	0.00	0.00	3,000.00	3,000.00	3,000.00	%
514	Protective Clothing	0.00	0.00	14,000.00	14,000.00	14,000.00	%
553	RADIO REPLACEMENT	0.00	248.00	10,000.00	10,000.00	9,752.00	2 %
693	Fairfield Volunteer Fire Dept	33,500.00	67,000.00	67,000.00	67,000.00	0.00	100 %
694	Chimney Rock Volunteer Fire	17,500.00	35,000.00	35,000.00	35,000.00	0.00	100 %
695	Bills Creek Volunteer Fire	21,400.00	42,800.00	42,800.00	42,800.00	0.00	100 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l abl e Appropriation	% Committ
Account Total :		127,512.44	563,174.44	892,371.00	892,371.00	329,196.56	63 %
Account Group Total :		127,512.44	563,174.44	892,371.00	892,371.00	329,196.56	63 %
451000 PUBLIC WORKS-STREETS							
451000 PUBLIC WORKS-STREETS							
100	SALARIES	20,707.61	142,710.19	400,816.00	400,816.00	258,105.81	36 %
101	OVERTIME	0.00	0.00	15,000.00	15,000.00	15,000.00	%
109	FICA	1,569.08	10,798.84	31,392.00	31,392.00	20,593.16	34 %
110	Retirement	3,932.38	26,999.33	72,010.00	72,010.00	45,010.67	37 %
111	Group Insurance	3,366.29	24,540.57	77,220.00	77,220.00	52,679.43	32 %
120	401 (K) Contribution	839.70	6,086.31	20,555.00	20,555.00	14,468.69	30 %
211	Supplies-Automotive	0.00	8,125.37	25,000.00	25,000.00	16,874.63	33 %
214	Supplies-Dept	0.00	721.73	1,200.00	1,200.00	478.27	60 %
215	Supplies-Materials	5,788.89	9,263.25	35,000.00	35,000.00	25,736.75	26 %
217	Supplies-Uni forms	371.00	3,416.47	8,000.00	8,000.00	4,583.53	43 %
310	Travel and Transportation	91.70	111.40	500.00	500.00	388.60	22 %
331	Utilities-Street Lights	0.00	3,806.90	15,000.00	15,000.00	11,193.10	25 %
334	Utilities-Buildings	0.00	581.37	11,500.00	11,500.00	10,918.63	5 %
350	Repairs and Maint-Buildings	362.99	882.22	25,000.00	25,000.00	24,117.78	4 %
351	Repairs and Maint-Grounds	0.00	5,999.26	12,000.00	12,000.00	6,000.74	50 %
353	Repairs and Maint-Equipment	0.00	10,831.86	30,000.00	30,000.00	19,168.14	36 %
354	Repairs and Maint-Vehicles	0.00	8,050.89	20,000.00	20,000.00	11,949.11	40 %
550	Other Equipment	0.00	100.00	0.00	0.00	-100.00	%
691	Contractual Services	180.00	180.00	4,000.00	4,000.00	3,820.00	5 %
Account Total :		37,209.64	263,205.96	804,193.00	804,193.00	540,987.04	33 %
Account Group Total :		37,209.64	263,205.96	804,193.00	804,193.00	540,987.04	33 %
472000 SANITATION							
472000 SANITATION							
691	Contractual Services	14,915.00	104,405.00	177,000.00	179,400.00	74,995.00	58 %
692	Contractual Services-Recycling	1,512.00	10,312.00	14,400.00	14,400.00	4,088.00	72 %
696	Tipping Fees	3,078.39	20,628.06	38,000.00	38,000.00	17,371.94	54 %
Account Total :		19,505.39	135,345.06	229,400.00	231,800.00	96,454.94	58 %
Account Group Total :		19,505.39	135,345.06	229,400.00	231,800.00	96,454.94	58 %
473000 DAM/Watershed Protection							
473000 DAM/Watershed Protection							
351	Repairs and Maint-Grounds	0.00	3,650.00	9,000.00	9,000.00	5,350.00	41 %
352	Repairs and Maint-Dam	0.00	5,843.94	14,000.00	14,000.00	8,156.06	42 %
Account Total :		0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
Account Group Total :		0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	3,837.45	29,861.35	63,100.00	63,100.00	33,238.65	47 %
109	FICA	293.34	2,282.56	4,800.00	4,800.00	2,517.44	48 %
110	Retirement	728.73	5,653.25	11,400.00	11,400.00	5,746.75	50 %
111	Group Insurance	639.58	4,905.25	9,500.00	9,500.00	4,594.75	52 %
120	401 (K) Contribution	191.88	1,493.11	3,300.00	3,300.00	1,806.89	45 %
585	Community Branding	0.00	2,330.58	15,500.00	45,500.00	43,169.42	5 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Availabl e Appropriation	% Commi t
Account Total :		5,690.98	46,526.10	107,600.00	137,600.00	91,073.90	34 %
Account Group Total :		5,690.98	46,526.10	107,600.00	137,600.00	91,073.90	34 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	13,090.10	73,440.07	279,601.00	279,601.00	206,160.93	26 %
109	FICA	964.52	5,544.57	21,227.00	21,227.00	15,682.43	26 %
110	Retirement	2,452.93	13,868.70	50,500.00	50,500.00	36,631.30	27 %
111	Group Insurance	1,578.18	10,036.56	38,410.00	38,410.00	28,373.44	26 %
120	401 (K) Contribution	248.26	1,866.95	13,930.00	13,930.00	12,063.05	13 %
180	Legal Services	478.20	3,340.80	20,000.00	20,000.00	16,659.20	17 %
212	Supplies-Fuel	0.00	221.90	1,000.00	1,000.00	778.10	22 %
214	Supplies-Dept	15.98	59.69	5,500.00	5,500.00	5,440.31	1 %
310	Travel and Transportation	285.00	1,056.80	4,000.00	4,000.00	2,943.20	26 %
324	Dues and Subscriptions	60.00	60.00	1,000.00	1,000.00	940.00	6 %
370	Advertising	0.00	0.00	1,000.00	1,000.00	1,000.00	%
410	RENTS	0.00	7,650.00	18,000.00	18,000.00	10,350.00	43 %
691	Contractual Services	0.00	0.00	17,000.00	17,000.00	17,000.00	%
Account Total :		19,173.17	117,146.04	471,168.00	471,168.00	354,021.96	25 %
Account Group Total :		19,173.17	117,146.04	471,168.00	471,168.00	354,021.96	25 %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	21,835.01	163,903.53	280,000.00	280,000.00	116,096.47	59 %
102	Salaries-Part Time	0.00	1,771.89	0.00	0.00	-1,771.89	%
109	FICA	1,567.12	11,863.75	22,500.00	22,500.00	10,636.25	53 %
110	Retirement	4,189.44	31,033.60	51,000.00	51,000.00	19,966.40	61 %
111	Group Insurance	3,837.48	25,373.30	57,000.00	57,000.00	31,626.70	45 %
120	401 (K) Contribution	1,089.46	8,177.95	14,000.00	14,000.00	5,822.05	58 %
212	Supplies-Fuel	0.00	6,396.94	15,000.00	15,000.00	8,603.06	43 %
213	Supplies-Boat Fuel & Supplies	0.00	4,395.65	12,000.00	12,000.00	7,604.35	37 %
214	Supplies-Dept	1,437.35	1,774.73	5,000.00	5,000.00	3,225.27	35 %
215	Supplies-Materials	153.10	733.62	25,000.00	25,000.00	24,266.38	3 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	%
217	Supplies-Uni forms	246.90	1,094.88	1,500.00	1,500.00	405.12	73 %
219	Boat and Fishing Permits	0.00	5,736.68	6,500.00	6,500.00	763.32	88 %
310	Travel and Transportation	393.00	1,304.88	2,000.00	2,000.00	695.12	65 %
330	Utilities	0.00	0.00	6,700.00	6,700.00	6,700.00	%
335	Flowering Bridge Lighting	0.00	312.50	3,500.00	3,500.00	3,187.50	9 %
351	Repairs and Maint-Grounds	4,394.42	26,704.13	100,000.00	100,000.00	73,295.87	27 %
353	Repairs and Maint-Equipment	247.16	3,854.28	14,000.00	14,000.00	10,145.72	28 %
691	Contractual Services	4,420.54	24,077.61	40,500.00	40,500.00	16,422.39	59 %
697	Dredging & Debris Removal	0.00	400.00	0.00	0.00	-400.00	%
Account Total :		43,810.98	318,909.92	664,200.00	664,200.00	345,290.08	48 %
Account Group Total :		43,810.98	318,909.92	664,200.00	664,200.00	345,290.08	48 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l ab l e Appropriation	% Committ
615000 BEACH & MARINA							
615000 BEACH & MARINA							
	214 Suppl i es-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	350 Repai rs and Mai nt-Bui l di ngs	0.00	342.00	4,000.00	4,000.00	3,658.00	9 %
	351 Repai rs and Mai nt-Grounds	1,835.44	6,424.04	10,200.00	10,200.00	3,775.96	63 %
	353 Repai rs and Mai nt-Equi pment	0.00	1,740.03	1,300.00	1,300.00	-440.03	134 %
	Account Total :	1,835.44	8,506.07	17,500.00	17,500.00	8,993.93	49 %
	Account Group Total :	1,835.44	8,506.07	17,500.00	17,500.00	8,993.93	49 %
617000 GOLF							
617000 GOLF							
	350 Repai rs and Mai nt-Bui l di ngs	0.00	35.00	0.00	0.00	-35.00	%
	Account Total :	0.00	35.00	0.00	0.00	-35.00	%
	Account Group Total :	0.00	35.00	0.00	0.00	-35.00	%
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	506 HVAC System/Pol i ce	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	516 PUBLIC SERVICES BLDG	0.00	0.00	50,000.00	50,000.00	50,000.00	%
	522 Pool Creek Bridge Light	0.00	4,980.00	10,000.00	10,000.00	5,020.00	50 %
	530 P&R-Mower	0.00	2,650.00	18,000.00	18,000.00	15,350.00	15 %
	541 POLICE-Vehi cl es	0.00	0.00	57,000.00	57,000.00	57,000.00	%
	548 Parking Lot	0.00	0.00	200,000.00	200,000.00	200,000.00	%
	550 Other Equipment	0.00	53,691.42	42,504.00	155,000.00	101,308.58	35 %
	555 PW Storage Bldg	0.00	0.00	450,000.00	450,000.00	450,000.00	%
	559 PW BLDG-Renovations	0.00	25,500.00	40,000.00	40,000.00	14,500.00	64 %
	576 DAM-AUTOMATION	0.00	216,833.00	256,560.00	256,560.00	39,727.00	85 %
	587 DAM BOOM REPLACEMENT	0.00	0.00	70,000.00	70,000.00	70,000.00	%
	592 PW-Street Paving	0.00	46,322.60	150,000.00	174,000.00	127,677.40	27 %
	697 Dredging & Debris Removal	0.00	700,470.30	1,000,000.00	1,000,000.00	299,529.70	70 %
	Account Total :	0.00	1,050,447.32	2,359,064.00	2,495,560.00	1,445,112.68	42 %
	Account Group Total :	0.00	1,050,447.32	2,359,064.00	2,495,560.00	1,445,112.68	42 %
820000 BONUSES (PERFORMANCE & LONGEVITY							
820000 BONUSES (PERFORMANCE & LONGEVITY							
	100 SALARIES	0.00	2,223.65	0.00	0.00	-2,223.65	%
	109 FICA	0.00	81.99	0.00	0.00	-81.99	%
	120 401 (K) Contri buti on	0.00	53.59	0.00	0.00	-53.59	%
	Account Total :	0.00	2,359.23	0.00	0.00	-2,359.23	%
	Account Group Total :	0.00	2,359.23	0.00	0.00	-2,359.23	%
910000 DEBT SERVICE							
910000 DEBT SERVI CE							
	504 VEHI CLES	0.00	13,927.47	44,500.00	44,500.00	30,572.53	31 %
	531 FIRE-Fire Engine	0.00	0.00	46,300.00	46,300.00	46,300.00	%
	541 POLICE-Vehi cl es	0.00	4,199.18	17,225.00	17,225.00	13,025.82	24 %
	550 Other Equipment	0.00	19,085.70	144,500.00	144,500.00	125,414.30	13 %
	561 Brdwal k-Mari na Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	%
	573 Barge/Excavator	51,195.30	78,763.25	0.00	0.00	-78,763.25	%
	720 Bond Interest	12,755.55	18,447.81	58,500.00	58,500.00	40,052.19	32 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Account Total :	63,950.85	134,423.41	412,925.00	412,925.00	278,501.59	33 %
	Account Group Total :	63,950.85	134,423.41	412,925.00	412,925.00	278,501.59	33 %
920000	Non-Governmental						
920000	Non-Governmental						
130	Unemployment	0.00	4,211.45	5,000.00	5,000.00	788.55	84 %
450	Insurance	0.00	146,832.35	165,000.00	165,000.00	18,167.65	89 %
751	Bank Fees	0.00	31.50	2,500.00	2,500.00	2,468.50	1 %
	Account Total :	0.00	151,075.30	172,500.00	172,500.00	21,424.70	88 %
	Account Group Total :	0.00	151,075.30	172,500.00	172,500.00	21,424.70	88 %
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 :	446,090.60	3,962,923.71	9,928,110.00	10,183,306.00	6,220,382.29	39 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
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21 Capital Reserve Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	1,150,000.00	1,150,000.00	1,150,000.00	%
	966 Transfer To General	0.00	0.00	450,000.00	450,000.00	450,000.00	%
	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:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Availabl e Appropriation	% Committ
713000 WATER							
713000 WATER							
	214 Supplies-Dept	0.00	387.50	15,000.00	15,000.00	14,612.50	3 %
	310 Travel and Transportation	0.00	355.00	4,000.00	4,000.00	3,645.00	9 %
	324 Dues and Subscriptions	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	330 Utilities	0.00	1,578.98	15,000.00	15,000.00	13,421.02	11 %
	350 Repairs and Maint-Buildings	161.14	12,579.01	20,000.00	20,000.00	7,420.99	63 %
	353 Repairs and Maint-Equipment	0.00	6,496.70	30,000.00	30,000.00	23,503.30	22 %
	354 Repairs and Maint-Vehicles	0.00	50.00	0.00	0.00	-50.00	%
	358 Repairs and Maint-Lines	0.00	0.00	18,000.00	18,000.00	18,000.00	%
	430 Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
	691 Contractual Services	0.00	8,532.50	20,000.00	20,000.00	11,467.50	43 %
	Account Total :	161.14	29,979.69	124,500.00	124,500.00	94,520.31	24 %
	Account Group Total :	161.14	29,979.69	124,500.00	124,500.00	94,520.31	24 %
714000 SEWER							
714000 SEWER							
	103 Professional Services	0.00	300.00	3,000.00	3,000.00	2,700.00	10 %
	214 Supplies-Dept	0.00	75.61	800.00	800.00	724.39	9 %
	215 Supplies-Materials	264.97	29,599.00	180,000.00	180,000.00	150,401.00	16 %
	310 Travel and Transportation	170.00	952.01	4,000.00	4,000.00	3,047.99	24 %
	320 Postage	229.24	1,600.96	4,000.00	4,000.00	2,399.04	40 %
	330 Utilities	0.00	1,275.11	16,000.00	16,000.00	14,724.89	8 %
	350 Repairs and Maint-Buildings	100.00	10,270.25	20,000.00	20,000.00	9,729.75	51 %
	353 Repairs and Maint-Equipment	0.00	6,276.48	45,000.00	45,000.00	38,723.52	14 %
	355 Repairs and Maint-Collection	0.00	3,648.85	25,000.00	25,000.00	21,351.15	15 %
	358 Repairs and Maint-Lines	0.00	704.80	0.00	0.00	-704.80	%
	550 Other Equipment	0.00	14,937.50	0.00	155,000.00	140,062.50	10 %
	613 Manhole Rehabi Project	0.00	129,044.20	0.00	0.00	-129,044.20	%
	690 Contractual Services-Sludge	7,800.00	60,320.77	160,000.00	160,000.00	99,679.23	38 %
	691 Contractual Services	17,996.44	30,074.84	79,000.00	79,000.00	48,925.16	38 %
	699 Contractual Services-WWTP	0.00	8,400.00	40,000.00	40,000.00	31,600.00	21 %
	Account Total :	26,560.65	297,480.38	576,800.00	731,800.00	434,319.62	41 %
	Account Group Total :	26,560.65	297,480.38	576,800.00	731,800.00	434,319.62	41 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	511 WATER METERS	0.00	0.00	200,000.00	200,000.00	200,000.00	%
	547 CAMERAS/CAMERAS	0.00	0.00	8,500.00	8,500.00	8,500.00	%
	557 FIREFLY COVE SYSTEM	0.00	0.00	250,000.00	250,000.00	250,000.00	%
	Account Total :	0.00	0.00	458,500.00	458,500.00	458,500.00	%
	Account Group Total :	0.00	0.00	458,500.00	458,500.00	458,500.00	%
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	%
	720 Bond Interest	0.00	0.00	5,160.00	5,160.00	5,160.00	%
	Account Total :	0.00	0.00	125,105.00	125,105.00	125,105.00	%
	Account Group Total :	0.00	0.00	125,105.00	125,105.00	125,105.00	%

TOWN OF LAKE LURE
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53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Account Total:	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Account Group Total:	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Fund Total:	26,721.79	327,460.07	1,650,360.00	1,805,360.00	1,477,899.93	18 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Availabl e Appropriation	% Committ
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100	SALARIES	17,307.18	130,353.85	87,500.00	87,500.00	-42,853.85	149 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	1,250.06	10,033.27	6,950.00	6,950.00	-3,083.27	144 %
110	Retirement	3,286.64	24,671.18	15,000.00	15,000.00	-9,671.18	164 %
111	Group Insurance	1,918.74	14,755.43	10,000.00	10,000.00	-4,755.43	148 %
120	401 (K) Contribution	594.78	4,485.85	4,313.00	4,313.00	-172.85	104 %
212	Supplies-Fuel	0.00	3,833.55	6,000.00	6,000.00	2,166.45	64 %
214	Supplies-Dept	50.00	173.94	6,200.00	6,200.00	6,026.06	3 %
320	Postage	0.00	44.32	0.00	0.00	-44.32	%
321	Telephone	0.00	1,247.29	3,000.00	3,000.00	1,752.71	42 %
330	Utilities	0.00	1,096.59	6,000.00	6,000.00	4,903.41	18 %
350	Repairs and Maint-Buildings	210.00	1,983.00	15,000.00	15,000.00	13,017.00	13 %
353	Repairs and Maint-Equipment	0.00	1,650.15	40,000.00	40,000.00	38,349.85	4 %
691	Contractual Services	0.00	2,640.00	42,000.00	42,000.00	39,360.00	6 %
	Account Total :	24,617.40	196,968.42	281,963.00	281,963.00	84,994.58	70 %
	Account Group Total :	24,617.40	196,968.42	281,963.00	281,963.00	84,994.58	70 %
980000 TRANSFERS							
980000 TRANSFERS							
958	Transfer to Fund Balance	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Account Total :	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Account Group Total :	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Fund Total :	24,617.40	196,968.42	400,150.00	400,150.00	203,181.58	49 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 23

75 CHIMNEY ROCK WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l ab l e Appropriation	% Comm it
713000 WATER							
713000 WATER							
	214 Suppl i es-Dept	0.00	1,637.50	0.00	0.00	-1,637.50	%
	320 Postage	43.56	300.16	0.00	0.00	-300.16	%
	968 Payments to Chimney Rock Water	4,162.72	34,470.93	0.00	0.00	-34,470.93	%
	Account Total :	4,206.28	36,408.59	0.00	0.00	-36,408.59	%
	Account Group Total :	4,206.28	36,408.59	0.00	0.00	-36,408.59	%
	Fund Total :	4,206.28	36,408.59	0.00	0.00	-36,408.59	%
	Grand Total :	501,636.07	0.00	4,523,760.79	13,578,620.00	13,988,816.00	9,465,055.21 32 %

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 January 10, 2023 Regular Town Council Meeting Minutes, the January 11, 2023 Town Council Planning Retreat Meeting Minutes, and the January 25, 2023 Regular Town Council Work Session Meeting Minutes
- B. Budget Amendment #346 for Deep Water Access
- C. Budget Amendment #347 for Fire Department Specialized Air Compressor
- D. Lake Use Fee Schedule Amendment for the Purpose of Adding a \$10.00 Boat Permit Mailing Fee
- E. LaBella Task 12 Firefly Cove Water System Improvements Amendment #1
- F. Resolution No. 23-02-14A Approving Lake Lure Tours Concession Agreement
- G. Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Waiver of the Noise Regulation, Chapter 20 Article II; and approval for partial road closure for the Hickory Nut Gorge (HNG) Outreach 2023 Spring Lake Lure Arts and Crafts Festival scheduled for May 12-14, 2023 in front of the Arcade Building.
- H. Lake Lure Spring Classic Boat and Auto Show Request for Waivers / Council Approval



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, JANUARY 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 Jim Proctor

William Morgan, Jr., Town Attorney
William Hank Perkins, Jr., Town Manager
Richard Carpenter, Development and Environmental Review Specialist

ABSENT: Commissioner Patrick Bryant

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. Mayor wished happy New Year and noted that the lake drawdown had been initiated.

Mayor Pritchett proclaimed that January 9th was national law enforcement day and read the following:

As we know, Law Enforcement Officers of every rank and file have chosen a profession that puts their life on the line every day for their communities.

They've answered a call to public service that is demanding and often unappreciated – but not here in Lake Lure!

From local, state, and federal, their duties command dedication.

The jobs are often thankless and take them away from their families for long hours.

Rarely do they know what their days have in store for them.

They work in coordination with other local, state, and federal organizations to make communities safer.

In addition to these duties, the Lake Lure Police Department goes above and beyond to develop a strong positive relationship with local youth at the Lake Lure Classical Academy by collecting toys and clothing for those in need.

In recognition of National Law Enforcement Day, we have an opportunity to thank them for their service! If you see one of our Officers, please let them know they are appreciated.

We would like to say thank you to the Lake Lure Police Officer! We wanted to recognize them this evening and we have planned a recognition for the Police Department this week to say thank you!

Commissioner Jim Proctor recommended a formal Mayor's Proclamation and Council members agreed.

II. APPROVE THE AGENDA

Commissioner David DiOrio made a motion to approve the agenda, as presented. Commissioner Proctor seconded and the motion carried 3-0.

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 December. Manager Perkins noted that Michael Dydula has begun his tenure as Project Manager.

V. COUNCIL LIAISON REPORTS & COMMENTS

Commissioner Scott Doster reported the activities of the Parks and Recreation Board, ABC Board, Board of Adjustment / Lake Structure Appeals Board, and noted that the Zoning and Planning Board did not meet.

Mayor Pritchett announced that Town is accepting volunteer board applications and that they should be submitted to the Town Clerk by February 10th.

Commissioner David DiOrio reported the activities of the Lake Advisory Board.

VI. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

There were no comments from the public.

VII. CONSENT AGENDA

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

Commissioner Proctor 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 December 13, 2022 Regular Town Council Meeting Minutes and the December 22, 2022 Special Town Council Meeting Minutes
- B. Waivers and suspension of the following for the Carolina Climbers Coalition Rumble 2023 Event scheduled for 2/24/23 – 2/26/23: Waiver of Fees for use of Municipal Hall, Morse Park, and the Gazebo/Pavilion; Suspension of Chapter 36 of the Zoning Regulations: “Campgrounds” and “Camping”; Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Suspension of Section 8-115 of the Code of Ordinances Town of Lake Lure Alcohol Ordinance
- C. Waiver of the Noise Regulation, Chapter 20 Article II, for a Fae Nectar Winter Festival on Saturday, January 28, 2023 from 12:00PM – 8:00 PM.

VIII. UNFINISHED BUSINESS

There was no unfinished business to discuss.

IX. NEW BUSINESS

- A. REQUEST FOR TREE REMOVAL FROM WITHIN THE TROUT BUFFER AND BELOW THE ELEVATION OF 995’ – 143 FRADY INLET RD. (PARCEL #1655828)**

Development and Environmental Review Specialist Richard Carpenter explained that months prior, it was approved for multiple trees to be removed at 143 Frady Inlet Road that were outside of the trout buffer and within 995’ limit with the requirement that more trees be planted. Specialist Carpenter further explained that the property owners of 143 Frady Inlet Road are now requesting the removal of three remaining trees. Specialist Carpenter noted that the trout buffer

currently has no vegetation aside from the three trees being requested for removal. Specialist Carpenter recommended that that if Council approve the request, they should require the property owners to plant replacement trees.

Specialist Carpenter and Council members discussed the past request and recommendation.

Specialist Carpenter mentioned encroachment into root line and permit deviation into the trout buffer, which is being resolved.

Shelly Grec, property owner of 143 Frady Inlet Rd., noted that she had received approval from the state of North Carolina to remove the remaining trees on January 5th. Mrs. Grec explained that once property was cleared, the remaining trees were left in the middle of the house view. Mrs. Grec noted that she understood that she will need to replant trees. Mrs. Grec expressed that if the trees fell, she believes they would fall onto a structure. Mrs. Grec provided Town Council and the Town Clerk with a copy of the approval letter from the state.

Commissioner Doster asked if the trees are considered dangerous trees and Specialist Carpenter answered no.

Commissioner DiOrio asked if it is standard for engineers or contractors to obtain permits from the North Carolina Department of Environmental Quality for trout buffers and Specialist Carpenter answered yes.

Commissioner DiOrio asked if the replacement trees will be planted in the trout buffer and Mrs. Grec answered yes.

Commissioner DiOrio made a motion to approve the tree removal request, with the condition that all trees as replanted in the trout buffer. Commissioner Doster seconded and the motion carried 3-0.

It was noted that the Community Development Department will work with the homeowners in the replanting process.

IX. NEW BUSINESS

B. LABELLA TASK 16 DEEP WATER ACCESS PERMITTING AMENDMENT

Manager Perkins explained that the original task was for \$9,500 and the purpose is for LaBella to assist the Town with permitting for the deep water access project. Manager Perkins noted that LaBella sent a request to amend the task order to reflect a cost increase for a total of \$14,500 because their efforts had exceeded what was originally expected.

Commissioner DiOrio made a motion to approve LaBella Task 16 Deep Water Access Permitting Amendment. Commissioner Doster seconded and the motion carried 3-0.

X. CLOSED SESSION

Commissioner Doster made a motion to enter closed session in accordance with G.S. 143-318.11 (a) (3) for attorney client privilege. Commissioner DiOrio seconded and the motion carried 3-0.

During the closed session, Council members reviewed and approved past closed session minutes.

Commissioner DiOrio made a motion to return to open session. Commissioner Doster seconded and the motion carried 3-0.

XI. ADJOURNMENT

With no further business, Commissioner DiOrio made a motion to adjourn the meeting at 5:52 p.m. Commissioner Doster seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE PLANNING RETREAT MEETING OF THE LAKE LURE TOWN COUNCIL HELD TUESDAY, JANUARY 11, 2023, 8:30 A.M. AT THE LAKE LURE MUNICIPAL CENTER

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

William Hank Perkins, Jr., Town Manager
Stephen Ford, Finance Director
Dustin Waycaster, Fire Chief
Sean Humphries, Police Chief
Michael Williams, Community Development Director
Michael Dydula, Project Manager
Dean Givens, Parks, Recreation, and Lake Director
Dean Lindsey, Public Services Director
Laura Krejci, Communications Director

ABSENT: Commissioner Patrick Bryant

William Morgan, Jr., Town Attorney

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 8:35 a.m.

II. APPROVE THE AGENDA

Commissioner Doster made a motion to approve the agenda, as presented. Commissioner DiOrio seconded and the motion carried 3-0.

III. INTRODUCTION

Mayor Pritchett explained that the first part of the meeting is for Council discussion and department heads will join the meeting at 10:00 a.m. Mayor Pritchett noted that Finance Director Stephen Ford will be present from the beginning because funds will tie into priorities and goals. Town Manager Hank Perkins explained that conversation before arrival of the department heads will drive the conversations during their participation. Manager Perkins noted that he would like a sense of consensus for goals that the Town will be pursuing long term and any action items, and next year the Council will re-examine the outcomes and goals. Manager Perkins also noted that it will be important to involve department heads in all conversation after 10:00 a.m.

IV. FINANCE

Finance Director Stephen Ford presented a financial overview (Attachment A). Director noted that he has had positive experiences in the Town thus far and is looking forward to a transformative future, and that he feels good about the financial situation.

Director Ford overviewed sources of revenues and noted that it is a reappraisal year in the County and by April or May the Town will have a good indicator of the appraisal outcomes. Commissioner DiOrio the Town needs to review the outcomes of the County re-appraisals in order to indicate how the town proceeds with decisions such as the mill rate. Mayor Pritchett noted that the public needs to be informed on how re-appraisals function. Manager Perkins explained the revenue neutral requirements and noted that the Town will have to present a figure adjusted for this year dependent upon re-appraisals. Commissions Proctor noted that the County will have an appeal period following initial re-appraisals which may not be complete until the nearing of the budget cycle, so the Town needs to come up with a preliminary budget and then determine the mill rate based on the final number from County. Mayor Pritchett noted that information should be made available on the website when it is available and discussed the possibility of Director Ford presenting at a regular Council meeting. Manager Perkins noted that the effects and outcomes of the re-appraisal will be different for different individuals. Manager Perkins how often Rutherford County does re-appraisals and it was answered that it happens every 5-8 years.

Commissioner DiOrio noted that last time the overall rates went down and the town did not adjust the mill rate, so the property taxes went down, then the Town wanted to build the capital reserve so the mill rate was raised about 15 percent. Mayor Pritchett noted that the public was not update about the raised after the capital reserve was explained. Commissioner DiOrio explained that the goal for the capital reserve will drive the mill rate.

Director Ford presented property and personal tax values. Commissioner Diorio noted that personal property will increase because everyone will have to register their boats in North Carolina. Director Ford displayed total tax revenue and explained his use of a revenue neutral formula. Director Ford displayed other state shared revenues. Commissioner Proctor noted that state statute gives County the ability to choose between opting to use ad valorem or per capita. Commissioner DiOrio noted that the Town does not directly benefit from sales tax. Mayor asked how much was paid in occupancy tax in 2022 and Director Ford answered that he is waiting for the Rutherford County Tourism Development Authority (TDA) to answer this question. Commissioner Proctor noted that TDA numbers might now always be accurate due to the use of third parties such as Airbnb and VRBO. Council and staff discussed that the Town is not receiving

nearly the percentage that is contributed to the TDA in occupancy taxes. DiOrio noted that the Town needs to watch for the outcome of an ongoing case in Buncombe County in regard to applying additional sales tax to lodging by defining them as commercial instead of residential, and added that the outcome might drive the Town's actions in the future.

Director Ford detailed fee schedule revenues. Mayor Pritchett noted that land use fees were raised significantly not long ago. Director Ford noted that current numbers are likely on sufficient for the time being. Director Ford noted that boat permits revenues should be reviewed this year to identify any changes stemming from Lake Use Regulation changes. Commissioner Proctor suggested that vacation rental fees may need to be increased and possibly lake structure related fees because lake structures are located on Town owned property. Commissioner Doster noted that he would be in support of applying additional fees for builders who do not thoroughly comply within regulation. Manager Perkins questioned if there is a fine for people who start projects before obtaining a permit. Commissioner DiOrio noted that Community Development should review the land use fee schedule and consider how to reduce discrepancies by charging fees. Commissioner Proctor suggested the possibility of changing an annual fee for vacation rentals rather than the existing one-time fee. Commissioner DiOrio noted that an issue might be that North Carolina requires that short term must be treated the same as long term rentals. Commissioner DiOrio also noted that short-term rentals are already singled-out because of room taxes. Mayor Pritchett mentioned that Rumbling Bald Resort enforced annual POA fees for vacation rentals. Commissioner DiOrio noted that the Town might be able require and conduct an annual vacation rental inspection which would include an inspection service fee for rentals and would help in keeping an accurate list of all vacation rentals. Mayor Pritchett added that vacation rental owners not in regulation should be fined. Commissioner Doster noted that another benefit is the Town will be able to check lake structure during vacation rental inspections. Commissioner Doster asked if annual inspections would impact the Town's liability and Commissioner DiOrio expressed that he does not think so. Commissioner Proctor recommended that Manager Perkins, Attorney Morgan, and Community Development staff discuss. Commissioner DiOrio noted that the number of revenues being collected from LLCs are significant. Manager Perkins noted that the Town may not find a lot for substandard issues during vacation rental inspections, so there will not likely be a need for many follow ups. Commissioner DiOrio agreed and noted staff can check if vacation rentals have a vacation rental boat and work with Parks, Recreation, and Lake to ensure that the owners have obtained the correct permitting. Manager Perkins also noted staff would also likely find unknown alterations to structures that have not been permitted. Director Ford noted that fines and citations are paid to the county or state for school operations. Commissioner Proctor noted that the fines and citations would not go to the Lake Lure Classical Academy because it is not a public school. Director Ford confirmed that fees are paid to the Town.

Manager Perkins explained that the Lake Lure Tours concession agreement is up for renewal and that Lake Lure Tours had requested consideration to increase their share of profits to 50%. Commissioner DiOrio noted that the Town had made the lake operations budget self-sufficient, but noted that if it may change dependent upon any impacts from the Lake Use Regulations detected this year. Director Ford noted that last year, the Parks, Recreation, and Lake Department parks added a miscellaneous line item for expenditures because revenues were exceeding expenses. Council discussed the importance of responsibly spending money and not spending it just because it is budgeted. Commissioner DiOrio noted that the reason for the existing

structure of the Lake Operations budget is because the Town wanted to ensure legislatures that the Town was being good stewards of state funds and creating strategic ways of budgeting. Council discussed issues involving interdepartmental conflicts in regard to budgets. Commissioner Doster asked if one department can bill another for a service and Manager Perkins stated yes, that it is a call center, but it does increase complexity of budget. Commissioner Doster inferred that line items should be more detailed. Commissioner DiOrio noted that there are associated costs between departments.

Manager Perkins recommended capital reserves for different areas and noted that capital reserves build equity for capital projects. Council and staff discussed existing capital reserve funds and the possibility of adding additional capital reserves.

Director Ford noted that Town would like to improve on interests. Mayor Pritchett asked if the Town had looked into I-bills and Director Ford stated that he will look into it.

Director Ford noted that water and sewer collection are healthy, but the hydro fund is not doing as well as expected. Director Ford also noted that Duke Energy is still sending payments from recent agreements and that he will know more when they determine rates. Mayor Pritchett noted that drawdowns and unpredictable rainfall amounts need to be considered when budgeting for the hydro fund. Commissioner Proctor proposed a formula of looking at the average amount per decade divide by 10. Mayor Pritchett noted that it will be different since the town may be drawing down the lake more often. Commissioner DiOrio noted that automation should be helpful in projecting hydro and that one tainter gate has been leaking and if it is fixed, the small generator could run.

Director Ford reviewed fund balance. Council discussed the flowering bridge fund. Commissioner DiOrio asked if anything has been drawn from the sewer capital project funds and Director Ford noted that the Town still have not received any funds from DEQ, so all current sewer expenses have been taken from the general fund but will be reimbursed. Commissioner DiOrio mentioned that past engineering fees were taken out of water funds and suggested that when the funds are reimbursed they should go back into the water fund. Director Ford agreed. Commissioner DiOrio noted that the two big expenses for water and sewer is the new system and maintaining the current system. Commissioner DiOrio expanded that the maintenance of current sewer is going out of water/sewer fund, so reimbursements should be managed accordingly.

Director Ford overviewed the total budget for 2022-2023.

Director Ford noted that the fund balance has been tapped numerous times in past couple of years, and expressed that he is hoping to decrease this from happening moving forward.

Director Ford noted that water, sewer, and electric funds are limited due to the nature of the accounts. Director Ford reported that there are strong foundations of funds for the dam replacement. Commissioner DiOrio asked if the \$16 million state funds for the dam expire and Director Ford answered no.

Director Ford and Council broached topics to consider in the upcoming budget year.

Director Ford noted that personnel accounts for 40 percent of the total budget, which is good and there is a lot of latitude. Manager Perkins noted that personnel accounts for 50 percent of the budget in many of towns. Balance finances conservatism with what town residents has trusted and empowered in Council to direct and provide.

Director Ford noted he plans to present Council with conservative budgets. Director Ford reported that department heads are staying within budget and spending plans and that he looks forward to working with Manager Perkins. Director Ford explained that Council's visions and feedback can provide spending priorities for new fiscal year. Mayor Pritchett noted that it will be important to get updates and reports from Director Ford moving forward and Council discussed that they would like quarterly reports. Commissioner Proctor suggested that Director Ford to inform Council of any issues when they are making decisions. Manager Perkins noted that every time there is a budget amendment, it is because the Town cannot statutorily overspending per line item. Commissioner DiOrio recommended a one liner with any changes to show where changes are coming from, where money is being reimbursed, etc. Council members agreed.

Commissioner DiOrio also requested utilizing The Policy Group to communicate with legislatures for top level priorities and for The Policy Group to show legislatures how money is being spent in Lake Lure and how much funds are needed. Mayor Pritchett agreed. Manager Perkins noted that one thing that will be needed is a capital project ordinance for the dam, which will keep track of how funds are being spent.

Mayor Pritchett noted the importance of completing the project that the Town has committed to. Commissioner DiOrio reviewed latest ER/EID updates and provide Council with major project numbers. Commissioner DiOrio explained that new developments are beyond the scope of the Town's typical discretion when considering sewer connections, and any requests would require information to be compiled into a package and submitted to DEQ for consideration. Commissioner Proctor asked if DEQ communicates with the Town when a request is submitted and it was answered yes because the Town also has to endorse new connections.

Commissioner DiOrio noted that Town needs to get to a point of being independent from the Chimney Rock Village water system. Council and staff discussed Chimney Rock water agreement in relation to the Firefly Cove Water System. Commissioner Doster asked about a timeline for the completion of the Firefly Cove Water System improvements and Manager Perkins answered that the Town must obtain permitting from DEQ before moving forward. Commissioner DiOrio asked for updates regarding LaBella's efforts to obtain the permitting and asked if Brian Houston knows this is a priority to the Town and Manager Perkins said yes.

Commissioner DiOrio noted that the Town needs to start doing preliminaries estimates and set expectation in regard to the Wastewater Treatment Plant (WWTP) footprint, property acquisitions, and any other details regarding the WWTP. Manager Perkins mentioned that there is a LaBella task order for WWTP master planning, which will present three potential alternatives. Manager Perkins expanded that it is a 20 week plan to complete the WWTP master plan task order and that it was approved a couple of months ago.

Manager Perkins noted that whether or not the Town is awarded additional ARPA funds will determine many factors in decision making and reminded Council that all ARPA funds must be spent by 2026. Commissioner DiOrio detailed that the North Carolina League of Municipalities is working towards trying to extend the date for ARPA fund expirations.

Commissioner DiOrio expressed the importance of creating a staging area for major project as soon as possible.

Commissioner DiOrio asked about funding for the cell tower and when AT&T should begin the project.

Commissioner DiOrio discussed the West End Connector and questioned if the Town is at a point to commit towards putting resources towards the project. Commissioner DiOrio also questioned how the Town would fund the West End Connector project. Mayor Pritchett expressed that at this point, the Town is not ready to begin the project due to property owner conflicts. Commissioner DiOrio asked if Council should give the Town Manager direction to set out some of capital reserve for this project in the future and Council members said yes. Commissioner DiOrio recommended obtaining an estimate for what the project would cost and making a two or three year funding plan. Manager Perkins asked if the Town is interested in getting a transportation engineering to complete a preliminary cost analysis for emergency access and Fire Chief Dustin Waycaster mentioned that Tim Edwards is currently looking into cost estimates. Council and staff discussed logistics of road and it was detailed that the road must be all weather. There was Council consensus to start budgeting for the future project.

Council discussed the drain valves and associated FEMA grants. It was noted that the original cost for the drain valve project had increased. Communications Director Laura Krejci explained that one other factor impacting the FEMA grants is that Schnabel has to complete a field investigation. Manager Perkins expanded there is a timeline including when drains need to be installed and that the Town will continue to try to acquire FEMA grants, but the project timeline is a priority and may not match up with the FEMA grant timeline. Commissioner DiOrio noted that Ruby-Collins and LaBella might be able to stay preoccupied with other portions of the sewer project if Town needs to wait for funding for installation of the drain valve. Public Services Director Dean Lindsey confirmed that push for the completion of the 20 ft. drain valve project is driven by the HDPE project. Mayor Pritchett expressed her opinion that the Town should proceed as it needed to the projects in a timely manner.

Commissioner DiOrio stated that the Town need to meet with the North Carolina Department of Transportation (DOT) regarding Dam Bridge. Director Lindsey noted that the bridge is nearing its 5 year inspection.

Commissioner DiOrio discussed dredging. It was noted that the Parks, Recreation, and Lake Department submitted an application for a dredging grant and an award decision should be announced within the following weeks. Commissioner DiOrio suggested that the Town needs to develop a short term and a long term dredging plan. Commissioner Proctor expressed concerns regarding the spoils site across the lake being an eye sore. Director Givens noted that the spoil pit is constantly being emptied and rotated. Commissioner Doster asked if the Town is excavation

dredging this year and Director Givens answered yes. Commissioner DiOrio asked Director Givens to provide Council with a dredging plan.

V. LONG TERM GOALS

Long term goals were discussed throughout the meeting.

VI. TOWN PROPERTIES

Mayor Pritchett expressed a need to have a list of all Town properties. Commissioner Doster asked Community Development Director Michael Williams how many lots the Town owns and Director Williams was unsure. Commissioner Doster noted that Chamber of Hickory Nut Gorge may have a list of assets. Manager Perkins listed a few known Town owned properties and noted that the Town has other assets from instances such as foreclosures. Commissioner Doster noted that the Town may need to look into selling some properties. Commissioner Proctor noted that Town assets are included in the current comprehensive plan. Commissioner Proctor questioned if the County could help the Town with compiling a list of assets. Council members expressed that the Town should compile a list of all assets.

Mayor Pritchett noted that a few main properties to discuss are the Lake Lure Green Space, ABC Store property, and the lot behind the Arcade Building.

Manager Perkins explained that he would like for Council to discuss whether or not the Town is devoted to using one side of the Green Space property for Town operations. Manager Perkins noted that the Town had received various inquiries regarding the Green Space property. Manager Perkins expressed that he would like Council to review the balance of the property from a standpoint of best use to the citizens of Lake Lure. Manager Perkins recommended looking into completing a Green Space Master Plan that will steer the future of the property and would include public involvement. Manager Perkins noted that master plan would also be beneficial for any possible grant opportunities. Parks, Recreation, and Lake Director Dean Givens noted he has head of peopling attempting to piecemeal the Green Space and noted that this cannot be done without a master plan. Commissioner Proctor expressed support for a master plan, but suggested completing a master plan in the lease costly way such as working with Clemson or another university. Manager Perkins stated that he can obtain proposals and present them to Council to see if they are interested in any of them. Manager Perkins noted that he has a contact with McGill Associates who helped him in Lewisville and administered master planning and product. Manager Perkins also noted that the Town could create a master plan themselves, but detailed that his past experience with this were not as effective as when he had worked with a consultant. Mayor Pritchett expressed support for looking into costs for a master plan.

Commissioner DiOrio noted that the Town will not likely have resources to apply to a recreational facility in the near future. Commissioner DiOrio expressed concern regarding businesses using Town properties without payment, because the town would essentially be continuing to pay for maintenance without profit, but noted that he is open to a concession agreement if businesses use Town properties. Council discussed past inquiries in regard to the

Green Space property. Director Givens noted that the Town must consider the conservation easement with Equinox when discussing the use of the property. Commissioner DiOrio expressed expectations to have a business plan that would improve Town infrastructure. Commissioner Proctor noted that regardless of a master plan, the Town should be aware of how many acres is needed for town uses. Mayor Pritchett noted that any proposals in regard to the Green Space property should be presented to the Town Manager. Council discussed that they are firm on needing at least the one side of the road for Town uses and it was expressed that unless an inquirer is amenable to using only one side of the property for other uses, it is not worth a proposal. Commissioner DiOrio noted that basic questions to ask any inquirers that are interested in the property are how their proposed use of the property benefits the town, what their business model consists of, and more. Manager Perkins asked if Council is in support of entertaining an estimate for a Green Space master planning and Council expressed support. Commissioner Proctor recommended an assessment of needs.

Mayor Pritchett noted that there had been discussion regarding getting appraisals for the ABC Store property and the Town property behind the Arcade Building. Commissioner Proctor recommended utilizing a commercial appraiser and expressed his opinion in regard to getting appraisals. Commissioner Proctor objected selling the ABC Store property and Council members agreed, but there was support for continuing to lease property to a business. Manager Perkins noted that it may be beneficial to look into a commercial real-estate broker for lease prices. Director Givens asked if Town would allow a new structure to be built by a lessee of a Town property and Council expressed uncertainty but it was noted that the Town would like to maintain control of any properties they own. Commissioner DiOrio noted that the Town needs to know lease stipulations are desired before any proposals for a lease are received. Director Givens noted that the Town boat house is located on the ABC Store property and that should be taken into consideration and Commissioner DiOrio agreed. Commissioner DiOrio suggested that the property behind the Arcade Building could also be leased because it may not sale for enough. Council discussed that an appraisal should be done for the property behind the Arcade regardless.

Council discussed moving the ABC Store and it was noted that Manager Perkins had been approached by a group of individuals who might be amenable to leasing the property. Commissioner DiOrio asked if the Town should proceed with moving ABC Store to the strip center Commissioner Proctor expressed that he does not want the current store building to be vacant for long. Commissioner Doster noted that he had contacted Ingles real estate department in regard to having the ABC Store by the Ingles and he had not received a response. Commissioner Doster expanded that he does not think the Ingles property is an option at this time. Commissioner Proctor asked if the Town had done a soil analysis on the Town property located across the street from Ingles and Director Givens answered yes and that it may be buildable but concerns had been expressed. Commissioner Doster noted that he had told George Wittmer that ABC Board would be willing to enter a five year lease agreement at the strip center and that they could build at a different location during that time or may have an opportunity to be located by Ingles. There was concern expressed that if the ABC Board does not secure strip center soon, it may be occupied by someone else. Mayor Pritchett noted that it is prime property and some Council members expressed that they think that a lease would be entered quickly. Council discussed that a similar rent to the ABC property might be the Lake House and Commissioner Proctor agreed to try to find out what amount the Lake House is leased for. Council discussed various caveats if the property

is leased. Council also discussed moving the police boats if needed. Mayor Pritchett noted that Council has to vote to end lease with ABC Board. Mayor Pritchett also noted that the Town will not be involved in the next ABC Board lease. Commissioner Doster explained that he had visited the strip center to see if it would accommodate an ABC Store and explained that ABC Board would rent two units, one for a warehouse and conference room and one for retail. Commissioner Doster noted that the store managers and two board members had also visited and were in support of moving the store to that location. Commissioner Doster explained changes that would be made by the landlord to accommodate an ABC Store.

Commissioner made a motion to end the current month-to-month lease with the ABC Board, if the ABC Board desires to move. Commissioner Doster seconded and all voted in favor.

It was discussed that the Town does not want to be a partner in a new lease for the ABC Board. Commissioner Doster stated that would speak with the ABC Board Chair who can call a special session to vote on this as well. It was also discussed that Town will be losing the ABC Store rent, but no concern was expressed. Council mentioned that after the ABC Store moves, the Town can advertise for the lease of the property. Commissioner DiOrio noted that a new tenant may want a livery with the dock, which would also be beneficial to the town finances. It was also noted that Council has autonomy in regard to how the property is used.

VII. TOURISM

Mayor Pritchett noted that an increase in tourism does not necessarily bring in a lot of revenue to the Town aside from sales tax and support for businesses in the Town. It was noted that tourism impacts infrastructure and that it should be reviewed by how it directly increases revenue and how it impacts the community. It was noted that the Town has limited resources and services for an increase in tourism. Council discussed tourism management.

Commissioner Proctor noted that the Town should re-evaluate the money spent for Fourth of July festivities because they are primarily benefiting tourists and negatively impacting residents and businesses. It was noted that the Town will not be holding a Fourth of July firework show this year, but may hold a December firework event that will be more accommodating to citizens and those visiting during the off-season.

VIII. COMPREHENSIVE PLANNING

Comprehensive planning was mentioned throughout the meeting.

IX. PUBLIC SAFETY

Fire Chief Dustin Waycaster providing Council with a presentation on a new public safety facility (Attachment B). Chief Waycaster provided a history of the Lake Lure Fire Department, current facilities, and assets. Chief Waycaster explained how a new facility would help the department with improving working conditions such as sleeping quarters, showers, and decontamination equipment which is important for the health and safety of the firefighters. Chief

Waycaster also noted that a new facility would allow for additional storage of equipment and improved call responses. Chief Waycaster noted that he would like a new facility to be located near the existing fire department because central to all points of Town. Chief Waycaster explained how a new facility would improve responses and overall safety, especially if the Police Department was incorporated into half of the building which had been discussed in the past. Chief Waycaster explained that a new building would be a 40 to 50 year asset for the Town. Chief Waycaster noted that the site that he is looking into would increase visibility, such as the view of the road, and would allow for the public to better see the work of public safety which he expressed would increase transparency.

Mayor Pritchett asked how many fire engine bays would be needed in a new facility and Chief Waycaster answered that he is not necessarily looking for an increase in fire engines as much as he is an increase in storage, but it may be beneficial to add one or two additional fire engine bays to accommodate any future growth.

Chief Waycaster noted that his main goal is to increase the health and safety conditions for firefighters.

Mayor Pritchett asked what had been budgeted for a public safety building facility and Chief Waycaster explained that some of the costs to pay volunteer departments had declined in the past few years which had resulted in an increase in the Fire and Emergency Management budget and noted that about \$50,000 is set aside as of current. Manager Perkins noted that working with a designer is typically the first step and the design will be based on the facility funding total. Manager Perkins noted first step would be to get design to determine pricing and that a reimbursement resolution can be adopted. Manager Perkins noted that the next step would be to determine how much it would cost to fund the debt service. Chief Waycaster noted that he was aware that it is about 25 years for a debt service timeline. Manager Perkins explained that if the Town opted for a 15 to 20 year debt service, the Town would need to add another penny to the tax rate and noted that the Town needs to be conscious of this moving forward.

Manager Perkins mentioned the incorporation of the police department and how the Town could plan the facility in two phases. Mayor Pritchett noted that many facility amenities could be shared between the police and fire departments. Chief Waycaster explained that from a public safety standpoint, it may be more beneficial to have a joint public safety facility and that tax money may be spent better if the Town opts for the joint facility.

Mayor Pritchett asked for clarification that the Town is not eligible for a grant to fund five additional firefighters because there would not be space to accommodate them and Chief Waycaster answered yes. Chief Waycaster explained that the Staffing for Adequate Fire and Emergency Responses (SAFER) Grant would fund the costs for additional employees for their first five years with the Town and the Town would dissolve the costs after five years.

Commissioner Proctor noted that there still needs to be research on who can design the facility. Chief Waycaster noted there are a few firms that do Design-Build for public safety facilities and that he had initiated some research on the firms. Manager Perkins noted that traditionally there will be a firm to design the facility and they should be chosen based on

qualifications instead of price, but the Town may drop the most qualified if the Town is unable to pay. Manager Perkins advised to keep in mind that the second most qualified may not be any less expensive and that the Town could not go back to the first choice after dropping them.

Commissioner DiOrio asked where Fairfield Mountain Volunteer Fire Department fits into the equation and questioned if Fairfield could be used as an interim for housing.

Chief Waycaster explained that all fire chiefs in Rutherford County had recently approved having a comprehensive evaluation completed which will include all department in the County. Chief Waycaster expanded that if the evaluation shows that paid firefighters are required at all departments, it will pose issues in regard to how fire departments in the County function. Chief Waycaster provided an example that qualification requirements for hires would be imposed at every volunteer department in the County. Chief Waycaster expressed concern that this might result in complications. Manager Perkins noted that it may negatively impact the fire tax rates and that the County would likely adopt a standard fire rate across the County. Commissioner DiOrio expressed it may be a positive to have a standard fire rate. Chief Waycaster explained that it may impact medical Responses. Commissioner DiOrio recommended waiting to have the design of a new public safety facility done until the County makes decisions. Commissioner DiOrio also recommended investing in interim solution to bring current conditions up to standards. Chief Waycaster noted that the County's evaluation will likely show that all departments are understaffed and suffering to obtain recruits, and that it will likely find that all stations will need at least one paid staff member on site. Manager Perkins and Chief Waycaster discussed that a new facility station is a stand-alone driver, but if the County requires additional staffing the Town will need additional space to accommodate additional staff.

Commissioner Proctor expressed that the Town still needs a new facility regardless. Commissioner DiOrio noted that the Town can work on funding a new facility and the County can conduct their study in parallel. Chief Waycaster noted that savings from reducing payments to volunteer fire departments will reoccurring. Mayor Pritchett expressed that the Town needs to have an estimate for a new facility.

Commissioner DiOrio expressed concern in regard to how to alleviate issues while at the current fire station. Chief Waycaster noted that the biggest need is decontamination equipment. – Chief Waycaster explained that decontamination starts on scene and that he can get an estimate for a decontamination kit. Chief Waycaster and Director Ford agreed to work on getting an amount for a design for a new facility and manage funds that are already available, and will obtain an estimate for decontamination kit. It was recommended that a line item be added to the budget for design and to incorporate existing \$50,000 from reduction in volunteer department pay. Commissioner DiOrio asked how it is going to impact with the overall mill rate and property taxes. Manager Perkins asked for verification that the Town is trying to get a rough estimate for design and then relay the estimate to Council for their approval and it was answered yes. Manager Perkins noted he had done a small budget for future operational needs in the past. Commissioner Doster asked if Chief Waycaster can look into some recently built stations and Chief Waycaster answered yes and noted that Bills Creek station is new and the project was around \$4 million. Commissioner Doster asked if the Town could use Bills Creek's footprint and if it would be sufficient for all of public safety and it was noted that staff can look into it. Manager Perkins noted the Town already

have land that can be used for a facility, but other elements to consider would be fixtures and furniture. Director Ford asked Chief Waycaster if he anticipates any significant increases in the budget otherwise and Chief Waycaster explained that his department went over budget on mechanical costs this year, so this line item will need to be increased.

Council members expressed support and appreciation for public safety.

Chief Waycaster noted that an individual came into work at the Fire Department and had chest pains, so they were hooked into the heart monitor that Council had approved, and it was determined that person was having a heart attack. Chief Waycaster expanded that it was determined that it was faster to have someone drive him to the hospital rather than wait for County EMS and that the heart monitor was deemed very useful in this situation.

Director Ford asked Police Chief Sean Humphries if he anticipates any significant changes to his budget in the upcoming fiscal year. Chief Humphries noted that boats were transferred to their budget this year and that this year they will need a new line item for maintenance, gas, and other boat related items.

Commissioner Doster mentioned the lake enforcement issues that had been discussed in the past. Manager Perkins asked Chief Humphries to explain how the department functions on the lake during peak season. Chief Humphries explained that the department has two full time employees on site at all times and that he utilizes full time staff as much as possible, but the department relies heavily on reserve officers for help during the peak season. Chief Humphries noted recent troubles with recruitment and retention. Commissioner Doster expressed concern regarding lake enforcement and Chief Humphries noted it is difficult to monitor the lake at all times with other calls coming in. Commissioner Doster asked if the Town can look into working with off duty employees from other stations and Chief Humphries indicated that it is a possibility. Commissioner DiOrio asked if the state police or county law enforcement respond to any road calls and Chief Humphries explained that Lake Lure takes all road calls within Town limits. Commissioner Proctor noted that nearby agencies are also struggling with recruitment and retention, and that they are farther away than Lake Lure officers. Director Givens noted that there are multiple times of year in which he covers the Town's lake enforcement because they are short staffed or officers are taking other calls. Commissioner Proctor noted that this was an issue in the past and the lake officer position was created which may need to be revisited because that position has essentially gone away. Commissioner Doster noted that some of the Parks and Recreation budget funds lake operations. Commissioner Doster mentioned weekend peak season off duty option previously mentioned. Commissioner Proctor expressed that he would rather have people who are very familiar with the Lake rules and that off duty law enforcement from other agencies are not. Chief Humphries and Council discussed working with North Carolina Fish and Wildlife. Commissioner DiOrio asked what it would take to hire two part time Town employees and train them for the specific purpose of working on the Lake during peak season weekends. Chief Humphries answered that the issue with that is that the state would require the same training for those employees as they do year-round full time officers, but if the Town could successfully recruit and train a couple of employees for this purpose it would work. Director Givens noted that in the past there were two people who would rotate in terms of responsibilities depending on the season. Director Givens recommended hiring two full time officers who will know that they are a

responsible for lake enforcement during peak season. Commissioner DiOrio asked what the officers would do during the off season. Town staff agreed to work towards discussing solutions and resolving any unanswered questions.

X. LAKE OPERATIONS

Mayor Pritchett noted that many lake operation concerns were covered until public safety discussions.

XI. DREDGING

Commissioner Doster asked about the Firefly Cove access ramp and Director Givens noted that his department is ready to begin, but cannot until the lake can be drawn down 20 ft. Director Givens noted that means there will be no excavation in Firefly Cove this year. It was discussed that Council would like a dredging plan for at least the next three years. Commissioner DiOrio asked Manager Perkins if the Parks and Recreation Department or the Project Manager will be in charge of dredging operations. Manager Perkins answered it will likely be the Project Manager, but in partnership with the Parks and Recreation Department. It was noted that the Project Manager will be responsible for preparations and Parks and Recreation will work more on operational aspects of dredging. Council expressed support.

XII. PARKS AND RECREATION

Manager Perkins recommended long range planning for Parks and Recreation properties.

XIII. INFRASTRUCTURE AND INFRASTRUCTURE PROJECTS

Commissioner DiOrio noted that the priorities include the dam, sewer system and WWTP, and dredging projects and must be considered when budgeting for other areas. Commissioner DiOrio noted that any decisions must consider the impact on the priority projects. Commissioner DiOrio estimated \$140 million dollars in liabilities for the priority projects. Commissioner Doster noted that Firefly Cove water system is another priority project. Commissioner Doster noted that Council and citizens would like an array of amenities, but infrastructure must be fixed.

Project Manager Mike Dydula mentioned that an issue that he is seeing thus far is that there are two aspects, designers and contractors, which can pose both pros and cons. It was noted the dam and sewer are huge and dredging is an important long term. Project Manager Dydula mentioned that dredging seems to have an action plan, but he would like to find a way to mitigate dredging. It was noted that a concern is bad weather interfering with projects, along with other elements outside of the Town's control. Project Manager Dydula expressed the importance of taking care of downstream the dam. Project Manager Dydula explained that he is trying to learn Town project history, figure out goals, and bridge the gap related to current issues. Project Manager Dydula noted that within a few weeks, he would like to speak with engineers, contractors, and other local municipalities. Project Manager Dydula expressed that he would like to use his

engineering background to put engineering discussions into simple terms. Council and staff discussed bidding processes and state statutes. Project Manager Dydula noted that he hopes to help streamline processes and simplify and communicate complex situations. It was that contactors want to be fair to the community, but demographics allow for homeowners to work on big personal projects. Project Manager Dydula emphasized the importance of adopting and enforcing policies and plans. Commissioner DiOrio expressed that Council is unified and supports Mr. Dydula in his opinions.

Project Manager Dydula noted that Design-Build is legal in North Carolina public service, but 99% of cases avoid Design-Build unless there are no other options because of a potential disconnect with engineers. Project Manager Dydula noted that designers and contractors are easily separated when there is in-house engineering background. Mayor Pritchett stated Council is glad that Mr. Dydula will provide oversight. Project Manager Dydula noted his experiences with contract administration. Commissioner DiOrio noted that the intent in entering a Design-Build contract is that the Town knew they were entering into a 10 year conditional project and the hope is to build a contractor-engineer relationship that is able to work together long-term in order to build efficiency to work on the annual constraints. Commissioner DiOrio noted that if the goal is not being met or if there is a better way, the Town should re-evaluate. Manager Perkins warned against a false sense of security with oversight from LaBella to Ruby-Collins. Commissioner DiOrio noted that this drawdown period is acting as a trial run. It was discussed that the current contract only involves one task. Commissioner DiOrio noted that Design-Build was also chosen in hopes to increase interested firms. Mayor noted that some of the original costs that increased a lot and it would be helpful to have Mr. Dydula monitor these changes and enhance cost-effectiveness. Project Manager Dydula noted strict deadlines and finances are important.

Manager Perkins noted that the Town had completed a pavement conditions assessment and that the score was not great. Manager Perkins expressed that he would like to discuss pavement conditions and possible matching what the Town takes on a Powell Bill. Manager Perkins recalled conversation with Public Services Director Dean Lindsey and it was determined that the Town's score is neither improving nor declining. Director Lindsey noted that the Powell Bill funding has remained the same, but the price of pavement has almost tripled. It was noted that total expenditures for pavement is about \$130,000. Manager Perkins explained that if the Town did a pavement conditions assessment every four years, the score would improve. Manager Perkins expressed that he would like to discuss whether or not Council would like to see positive improvement because it will take more resources and funding to achieve improvement. Commissioner Proctor estimated that it would take spending \$230,000 per year to complete pavement conditions improvement in a decade. Director Lindsey noted issues with pavement such as potholes and noted that the Town currently has enough money to fix three roads. Director Lindsey noted that the Town can do the full depth patches, and that the Town first has to inspect all of the roads. Commissioner Doster asked if the Town would get more Powell Bill money with an increased score and it was answered that the Town would not get an increase in funding. Director Ford reviewed the pavement budget for this year. Council discussed doubling the match for a 10 years. Director Ford expressed that he thinks that it is manageable. Director Lindsey noted that impact of inflation. There was consensus is to determine impacts and see if the Town can double the match over 10 years. Director Lindsey noted town staff can patch, but not resurface a whole road. Commissioner Doster expressed concern with using town personnel for pavement

conditions. Manager Perkins expressed that he would like to see an increase in score after four years. Commissioner DiOrio asked if it is more effective to hire additional Town personnel or enter a contract for an outside organization to pave. Council expressed support for completing an assessment.

XIV. UTILITIES

Utilities were discussed throughout the meeting

XV. TOWN SERVICES

Town services were discussed throughout the meeting.

XVI. COMMUNITY DEVELOPMENT

Manager Perkins noted that earlier in the meeting, Council discussed the legalities and what steps could be taken to require annual vacation rental inspections and impose an inspection services fee. Community Development Director Michael Williams expressed that he is unsure about the fee and would like for the Town Attorney to weigh in. Commissioner DiOrio noted that the hope is that the annual inspections would result in a more accurate list of vacation rentals and to reinforce what is required for vacation boat rentals, and expressed that he thinks a service fee may be legal and doable. Director Williams noted that he had been involved in discussions regarding Tourism Development Authority (TDA) funds and it was noted that the Town could not remove themselves from the TDA. Commissioner DiOrio cited the case in Buncombe County regarding an impact fee for vacation rentals and noted that the Town's actions may be dependent on the outcome of the case. Mayor Pritchett mentioned that Rumbling Bald Resort is implementing a POA fee for vacation rentals because of their uses of amenities and infrastructure. Manager Perkins asked the difference between vacation rental owners that outside of Town and those who live in Lake Lure and Council discussed that most short term renters do not live in Town year round. Manager Perkins asked if there is any way that other people are driving additional income out of their vacation rental use and Director Williams expressed uncertainty. Director Williams noted that he has received calls from companies who want to manage short term rentals in the Town.

Commissioner DiOrio noted that there was another discussion regarding the possibility of imposing a fee to have a structure on the lake, such as a boat house permit. Director Williams questioned if there is a difference between a fee for a boat house or dock. Commissioner Proctor noted that there can be a different fee for each. Director Williams and Council discussed that the impact between the two are not very different. Commissioner Proctor suggested that vacation renters could be charged a greater fee than residents. Director Williams noted that if someone has the right to rent their house to someone new each week, you would need a vacation rental boat permit regardless and may have a higher boat permit fee, as well. Commissioner DiOrio noted that the issue is that many people who own vacation rentals on the lake can claim that their boat

is for personal use and not for vacation rental uses. Council continued discussion in regard to fees.

Commissioner Doster noted that another issue discussed was charging for building permit discrepancies and imposing a fee for those who start construction without obtaining a permit. Director Williams noted that he is already working on this and that the Town has the right to impose a fee. Manager Perkins noted that the Town would like to create a deterrent to deviated plans and building without permits. Director Givens noted that in the past, contractors were charged instead of property owners. Mayor Pritchett expressed that contractors should be held accountable. Project Manager Dydula noted that he had done cross training with builder licenses and noted that there are many ways to hold contractors accountable such as stop work orders. Director Williams noted that it does go back to the property owner and that a lot of work for hire is done by non-contractors. Director Williams expanded that he is concerned that the more constraints put on contractor, the more people might have work done by non-contractors. Director Williams noted that there needs to be deterrents and follow ups. Commissioner Doster noted that fines aren't for revenue, but for deterrent measures. Mayor Pritchett recommended cautioning residents that their contractors must obtain a permit to construct. Director Williams discussed adjusting costs for existing fines. Commissioner DiOrio noted that there should be a balance because the Town wants to encourage residents to improve their structures. Commissioner Doster and Mayor Pritchett expressed that additional fines would just be for enforcing existing rules and not to discourage work. Director Williams expressed support for fining someone for not obtaining a permit or beginning a project without one. Mayor Pritchett mentioned that it takes community development a lot of time to resolve these ongoing issues and this may save time and money for the department if ongoing issues are deterred. Mayor Pritchett expressed support for the department increasing enforcing as a good initial step towards setting a precedence for contractors. Commissioner Doster and Commissioner DiOrio discussed making important elements priority and making small elements easier for contractors if they abide by the important regulations. Commissioner Doster noted that the Zoning and Planning Board will begin reviewing strenuous issues this month.

Director Williams reiterated that deterring work without permits is already in process, but expressed that he is not sure about imposing a lake structure fees because structures and docks have the same impact. Commissioner DiOrio expressed that he would like the Town Attorney to look into a service fee for safety inspections, boat house and dock permitting and/or lease. Director Williams noted that he supports better enforcement and that the Town does own the lake, but expressed that he does not like the idea of an annual charge for boat house or dock permitting. Director Williams noted that there was a lake structure certification implemented in the past, which he supports more. Commissioner noted that before the town owned the lake, the power company charged leases for those on the lake. Mayor Pritchett noted that one concerns with charging a lease fee is that the town may be more liable for maintenance of structures.

Commissioner DiOrio noted that he would like an active list of vacation renters and Director Williams explained that the Town has a database now which is not great because of owner turnover, but the new employee will go through the database and compare tax records. Commissioner DiOrio recommended annual inspections. Director Williams mentioned that he is working with the Parks, Recreation, and Lake Department to coordinate vacation rentals with

vacation rental boat permits. Commissioner DiOrio recommended exploring these options, determining legalities, and making a plan based on finding. It was also noted that the Town would like to have an up to date list of vacation rentals and increase capitalizing on vacation rentals. Commissioner Doster recommended continuing enforcing dock inspection, tags, and address on structures. Director Williams expressed full support of controlling vacation rentals, but noted that it may be difficult to inspect each one annually.

XVII. COMMUNICATIONS

There was no discussion regarding communications.

XVIII. ADMINISTRATION

There was no discussion regarding administration.

XIX. CLOSING DISCUSSION

Council expressed appreciation for Town staff.

Commissioner Doster asked if the Town can post ABC Store hours or closures and Manager Perkins expressed that he would like to think it over and set caveats.

Mayor Pritchett asked when keypad security systems were going to be installed and it was noted that it they would be included in the upcoming fiscal year.

Commissioner DiOrio noted that Director Givens had been having discussions about barriers for the boat ramps and the company involved in discussions have suggested a keypad method.

XX. ADJOURNMENT

With no further business, Commissioner Proctor made a motion to adjourn the meeting at 3:27 p.m. Commissioner Doster seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

Town of Lake Lure Council Workshop January 11, 2023

BRIEF OVERVIEW OF FINANCIAL DETAIL

SOURCES OF REVENUE

PROPERTY TAXES

- 2023 is reappraisal year for Rutherford County.
- Notice of appraisals will be sent out in February that will be providing an appeal period and review
- Revenues will begin to be recognized in August 2023 with collections
- Projections should be determined in late April and early May

Tax Values for
the Town of
Lake Lure-
2022
Assessment
Year

- The Total Real Estate Value for the Town of Lake Lure:

\$864,270,967

- The Total Personal Property Value for the Town of Lake Lure:

\$48,695,524

HOW MUCH
TAX REVENUE
DOES THE
TOWN
RECEIVE
FROM THE
PROPERTY
VALUE?

TOTAL TAX REVENUE PROJECTED FOR THE TOWN OF LAKE LURE
in 2022 and will be recognized.

\$4,450,000

STATE SHARE REVENUES- based on State statues and disbursement ratios

Source	Amount in actual dollars
Beer and Wine Tax	\$4,950
Court Costs	\$550
Solid Waste Fees	\$780
Gas Tax	\$76,600
Utility Franchise Tax (Electric)	\$166,650
State Shared Sales Tax	\$1,750,000
Video Programming Tax (Cable)	\$15,975

State Shared Revenues

- Sales Tax Revenue –Ad Valorem Based Ratio
- Other Revenue types based on state statute
- Occupancy Tax collected by County and then disbursed by TDA

Land Use Fees-
based on fee
schedules
passed by
Council

Source	Amount in Dollars
Zoning Permits	\$35,912
Land Disturbance Permits	\$5,705
Sign Permits	\$500
Vacation Rental Fees	\$8,504
Lake Structure Permits	\$9,254

LAKE
BEACH
& MARINA-
based on
concessions
agreements
and fee
schedules

Source	Amount in Dollars
Lake Lure Tours	\$60,000
Lake Fines	\$300
Lake Commercial Fees	\$15,000
Boat Permits	\$650,000
Concessions	\$50,000
Beach Admission	\$65,000
Marina-SLIP Rentals	\$350,000

OTHER REVENUES- General Fund

Source	Amount in dollars
Interest	\$4,000
Grants (Local and State)	\$100,000
Facility Rental	\$5,000
Sale of Assets	\$3,500
Copies	\$500
Recycling Collections	\$15,250
Dredging and TDA Grant	\$800,000 + \$100,000 to \$200,000
ABC Rental Property	\$15,600
TDA Building Rental	\$1

ENTERPRISE
Water

Sewer

Hydro

Source	Amount in dollars
Water	\$345,000+
Sewer	\$1,275,000+
Hydro	Less than \$400,000

- Fund Balance

Retained Earnings

Other Available Funds

- General
- Enterprise Funds
- Dam Reserve Fun
- Sewer Capital Project Fund
- Capital Reserve Fund
- Bridge Fund (Flowering)

Total Budget 2022-2023

- General Fund-----\$9,928,110
- Water and Sewer Fund-----\$1,650,360
- Hydro-Electric-----\$400,150

Notes & Reminders

- General-fund balance has been tapped numerous times over the last two fiscal years
- Water/ Electric –retained earnings limited
- Electric-Challenge for revenues to equal or exceed expenses
- Sewer Capital Project will allow for reimbursement of funds from the general fund
- DAM Fund will allow for valve purchase; strong foundation for dam replacement
- General Fund-prior year one time capital purchases will allow for opportunities this budget year for discretionary spending
- Personnel-Human Resource requirement is less than 40 % of total budget funds which allows Council to have even more discretion
- Balance Finance’s conservatism with what Town residents has trusted and empowered you to direct and provide

Spending Notes

- Department heads are staying within departmental budgets and spending plans
- Very conservative department heads
- Department heads that are responsible, look for savings, “think outside the box,” and monitor budgets and spending
- Town Manager (also Budget Director) will review past expenditures and spending patterns. Will recommend a productive and thorough spending plan supported by solid revenues.
- Council’s VISION and feedback can provide spending priorities for new fiscal year

Lake Lure Public Safety Facility

2023

History of the current Facility



Built in the 80's

First Lake Lure Fire
Department was ran
out of the station.

Fairfield Mountains
VFD ran it as
a second station from
the 1990's until 2008

Current Lake
Lure Fire and Rescue
reformed in 2008
till present.



How will a new station help Lake Lure?

Improving Work Environment and Conditions

Help maintain and store our valuable equipment

Improve Emergency Response and Capabilities of the Town.

Improving the Work Environment and Conditions

Sleeping quarters

- Current Sleeping arrangements are two beds in a small existing bedroom.
- During Emergencies such as storms and major fires there can be many different firefighters having to use these sleeping quarters.





Showering and Decon

Shower that we currently use
was once a closet made into a
shower.



Storage of Equipment



Improving Response





MINUTES OF THE REGULAR WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, JANUARY 25, 2023, 8:30 A.M. AT THE LAKE LURE TOWN HALL

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

William Hank Perkins, Jr., Town Manager
William Morgan, Jr., Town Attorney
Stephen Ford, Finance Director
Dean Lindsey, Public Services Director
Michael Dydula, Project Manager
Laura Krejci, Communications Director
Dean Givens, Parks, Recreation, and Lake Director
Dana Bradley, Parks, Recreation, and Trails Coordinator

ABSENT: Commissioner Jim Proctor

I. CALL TO ORDER

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

II. AGENDA ADOPTION

Commissioner David DiOrio made a motion to add item VII for the discussion regarding Firefly Cove Water System Management Plan and renumber accordingly. Commissioner DiOrio also included in his motion to add item X for discussion regarding Town Property Appraisals and renumber accordingly. Commissioner Scott Doster seconded and the motion carried 3-0.

Commissioner DiOrio made a motion to adopt the agenda, as amended. Commissioner Patrick Bryant seconded and the motion carried 3-0.

III. LAKE LURE FLOWERING BRIDGE LEASE REVIEW AND REQUEST FOR FUNDING ASSISTANCE FOR PARKING

Town Manager Hank Perkins explained that the Town of Lake Lure and the Friends of the Flowering Bridge have not had formal agreement as of current, so he had been working with the Flowering Bridge's Kathy Tanner and Town Attorney William Morgan to draft a lease agreement. Manager Perkins expanded that the draft lease is for a total of 10 years, but Attorney Morgan is researching how it might be possible to enter a longer agreement while avoiding the state statute that requires any properties leased more than 10 years to be treated as a real property sale. Attorney Morgan explained that he had reviewed original material accepted by both parties and incorporated them into a formal lease agreement. Attorney Morgan noted that if he is unable to increase the lease length without the use of real property regulations, the lease could be renewed after the initial 10 years but that cannot be stated in the lease. Mrs. Tanner mentioned that her biggest concern is determining whether or not the lease can be longer than 10 years.

Mrs. Tanner asked if any verbiage should be required that states that the Town provides utilities and Attorney Morgan answered that it would be appropriate to add to the agreement. Commissioner Bryant noted that other leases that the Town is involved in include language regarding utilities. Commissioner DiOrio asked if the Town is current providing utilities and Manager Perkins answered yes.

Manager Perkins noted that the Flowering Bridge had obtained their own liability insurance which can be incorporated into the lease agreement. Mrs. Tanner expanded that the Flowering Bridge added the Town to that liability insurance policy per Manager Perkins' request. Manager Perkins explained that since the Town is owner of the bridge, the Town is liable for the physical property, but not for any operations.

Commissioner DiOrio noted that the Friends of the Flowering Bridge is a non-profit organization and asked if any additional nuances applied to the agreements with non-profits. Attorney Morgan answered that language may be added regarding keeping up to date with the Flowering Bridge's filings with the North Carolina Secretary of State. Commissioner Doster asked what would happen if the Flowering Bridge were dissolved and Attorney Morgan explained that the Town would take over the property and could utilize it however they determine to be fit. Manager Perkins noted that the LLC takes care for required expectations of the bridge and the Town can return on transmitted money for maintenance and repairs and reimburse the LLC.

Commissioner Doster noted that on page seven, former staff members were listed as signatories.

Council members reviewed a request letter from the Lake Lure Flowering Bridge in regard to a request for \$8,000 from the Town to help with building new volunteer parking area. Mayor Pritchett asked about survey plans and Attorney Morgan noted that plans would be included in the lease agreement. Mrs. Tanner explained parking area will be gravel and will be located by the green house. Mrs. Tanner expanded that the current plan is to have the lot graded and have road fabric laid as a support level. Mrs. Tanner also explained that there will be a chain blocking the lot when volunteers are not there, but the lot will be used to park about 8 to 10 cars during operating

hours. Commissioner Doster asked if the Town owns the property and it was confirmed that the Town does own the property. Mayor Pritchett asked who would maintain the lot and it was answered the Flowering Bridge would be responsible for maintaining the lot.

Mrs. Tanner noted that Dale Shields would be grating the lot and had already provided cost estimates. Commissioner DiOrio noted that since the lot will be on Town property, there might be a requirement to advertise for bids, especially if any reimbursements are involved. Town Manager Perkins asked how many companies the Flowering Bridge had contacted and Mrs. Tanner answered one. It was noted that the Flowering Bridge will be financially responsible under the lease.

Commissioner DiOrio explained that any changes involving Morse Park should be reflected in the Morse Park Plan and that he wants to ensure that the Town is not bypassing any standard processes. Town Manager Perkins noted that it would not be applicable to the Town because a lease will be in place which will show that the responsible party is the Flowering Bridge. Commissioner DiOrio recommended that the Morse Park Master Plan be updated regardless.

Commissioner DiOrio mentioned that the Rutherford County Tourism Development Authority (TDA) might be able to help with funding the project. Mrs. Tanner noted that the reason she is asking the Town to pay for parking is because the lot will be located on a Town owned park. Manager Perkins agreed but noted that the park is operated by the Flowering Bridge. Mayor Pritchett noted that if the Town and Flowering Bridge would like to pursue TDA funds for the lot, it would have to be discussed by the Lake Lure Steering Committee. Commissioner DiOrio noted that he does not want to slow any plans, but thinks that requesting TDA funds is reasonable and the Master Plan should be updated. Manager Perkins asked Mrs. Tanner if any work had been done initiated for the lot and Mrs. Tanner answered that no grating had initiated. Mayor Pritchett asked if the Flowering Bridge had executing a contract with Dale Shields yet and Mrs. Tanner answered no and that Mr. Shields had only provided an estimate. Manager Perkins agreed that the TDA may fund the project because it is enhancing availability for more people to visit. Commissioner DiOrio noted that the Town has to be careful because of the sole bidding process and other regulations, but the \$8,000 is less than the statutory requirement for a formal bidding process. Manager Perkins noted that the Town will add the lot to the next Steering Committee meeting to consider, will contact the TDA, and will proceed accordingly. Mayor Pritchett stated that the next Steering Committee meeting will be in February.

Mrs. Tanner noted that on Boys Camp Road, there is an old right of way and that Chimney Rock State Park owned land, and that there had been discussion regarding transferring the land to the Town. Mayor Pritchett noted that any additional parking in Morse Park will benefit the Flowering Bridge, as well. Mrs. Tanner mentioned another lot that she had looked into lease which would hold about 20 cars according to Engineer Kim Warner. Mrs. Tanner noted that the Flowering Bridge will restrict parking in the education center area, but will have a loop for drop offs. Mayor Pritchett thanked Mrs. Tanner and noted that she will inform Mrs. Tanner when the Steering Committee meeting is scheduled in February. Mrs. Tanner noted that she will provide the Town with a copy of the floorplan and exterior elevations and that she is meeting with Community Development for help with construction.

IV. DISCUSS REQUEST FOR SEWER ARRANGEMENT AT 219 MARINA DRIVE

Public Services Director Dean Lindsey explained that the property owners of 219 Marine Drive had requested that the Town install a sewer system for their community. Director Lindsey noted that the Town obtained a quote for running a sewer line from Scoops Ice Cream to the edge of the requestor's community for \$65,000. Director Lindsey explained that he had asked the property owners for additional details and that they had only submitted an email and verbal request, but no formal written request. Commissioner DiOrio noted that there had been a number of communities in the Town that have made a community subsystem, and the Town had never helped any of the communities with creating the subsystems. Commissioner DiOrio also noted that the Town is only responsible from the manhole down. It was noted that staff does not recommend fronting the costs of the request. Manager Perkins noted that requestor has additional means of sewer through septic. Commissioner DiOrio recommended that Director Lindsey inform the requestors of the option to build a community subsystem, and added that the system would have to be approved by the North Carolina Department of Environmental Quality Asheville Office. Commissioner DiOrio expanded that the Town could facilitate, advise, and inform the requestor but not complete the project for them. Commissioner Doster cited the requestors email comments in regard to a septic system and tree removal. Project Manager Michael Dydula noted that their existing septic system is likely no longer adequate and that new regulations would require a redundancy system. Director Lindsey mentioned that the \$65,000 would reach the manhole. Council expressed that there is nothing that the Town can do at this time. Mayor Pritchett asked if the requestors are aware of the possibility of community subsystems and Director Lindsey answered that he will make sure that they are informed. Project Manager Dydula explained the process that would need to be followed in order to construct and operate a community subsystem. Town Manager Perkins expanded that the property owners would need over half of the subdivision to agree to pay in order to construct the subsystem. Director Lindsey noted that the community needs to have a cost estimate and an assessment completed.

V. RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY LEASE REVIEW

Manager Perkins noted that the existing lease agreement for the TDA's use of the Town's building for their Welcome Center had expired and that the lease is currently operating on a month-to-month basis. Manager Perkins noted that Attorney Morgan had been working to draft a five year lease agreement with the option of an additional five year renewal. Attorney Morgan explained that the draft was based a lot on the prior lease. Commissioner DiOrio noted that the lease agreement is fine, but suggested entertaining a fair market price for the rent. Mayor Pritchett explained that TDA currently pays a dollar for rent. Commissioner DiOrio recommended finding a fair market value for a leasing arrangement and proceed as needed. Council members agreed.

VI. LAKE LURE TOURS CONCESSION AGREEMENT REVIEW

Manager Perkins noted that the Lake Lure Tours Concession Agreement would be up for renewal within the following months and that staff and Mr. George Wittmer had been discussing agreement terms. Manager Perkins summarized that Town staff and Mr. Wittmer had agreed to keep the majority of the agreement unchanged in order to determine how the changes to the Lake Use Regulations will impact operations, and that the agreement can be re-discussed if needed. Manager Perkins explained that the one change would be the hours of operation due to a lack of appeal in the off-season, prior police concerns, and opportunity to complete work during drawdowns. It was noted that the proposed hours of operation had been similar in the past per Lake Lure Tours' requests, but it is now being requested to add the proposed hours of operation to the formal agreement. Manager Perkins explained that if Council is in support of the agreement with changes to the hours of operation, it can be approved at the February Council meeting. Commissioner DiOrio asked about paying Lake Lure Tours to administer boat training and Parks, Recreation, and Lake Director Dean Givens explained that none of the concessionaires that sell boat permits are administering training. It was noted that all of the concessionaires are receiving five percent of boat permit sales. There were no concerns expressed by Council.

VII. FIREFLY COVE WATER SYSTEM MANAGEMENT PLAN

Manager Perkins noted that Council approved a Task Order 12 from LaBella Associates involving the Firefly Cove Water System Management plan, and that that LaBella sent an addendum request yesterday to increase the Task order by \$8,500. Director Lindsey explained that LaBella was informed that North Carolina Department of Environmental Quality requires the Town to provide a Water System Management Plan (WSMP) with the application package needed for the project and that the current WSMP does not incorporate Firefly Cove and has not been updated since 2006. Director Lindsey expanded that the additional \$8,500 would be used for additional efforts to update the current WSMP, including the additional of Firefly Cove. Manager Perkins noted that LaBella should be able to secure permitting completing the WSMP for the application. Council discussed whether or not to call a special meeting to approve the Task 12 amendment or if it can be approved at the February 14th regular meeting. Director Lindsey explained that the Town will not need to rely on Chimney Rock Village's water system if the Firefly Cove system is improved, so the proposed agreement with Chimney Rock may be impacted by this. Director Lindsey suggested that he thinks that Council can wait until the regular February meeting to approve the task amendment because it will allow more time for the Chimney Rock water agreement to be reviewed. Commissioner DiOrio summarized that a permit to fix the Firefly Cove system and that the Town would no longer rely on Chimney Rock's water system if the Firefly Cove system was in operation. Mayor Pritchett asked about the timeline of completing the WSMP and Director Lindsey estimated that it could be completed by the end of February. Project Manager Dydula asked if the cost increase is for funding work already being performed or for the permitting and it was confirmed that the additional \$8,500 is for the work being performed which will be needed for permitting. There was Council consensus to put the approval of the LaBella Task 12 amendment on the consent agenda for the February 14th regular meeting.

VIII. REVIEW CHIMNEY ROCK VILLAGE PROPOSED AGREEMENT TO OPERATE WATER SYSTEM

Manager Perkins explained that Chimney Rock Village had submitted a proposed agreement to operate water system and that this item is only for Council's review at this time. Manager Perkins expressed concern for the proposed storage capacity language, which Chimney Rock proposed paying the Town \$15,000 for the year to operate and maintain their system for them. Manager Perkins noted that he would like to have the storage capacity defined as a mutual aid, not automatic payment. Manager Perkins also recommended evaluating the proposed terms. Council agreed that terms need to be evaluated, and there was a recommendation to explore terms per year. Manager Perkins stated that he would be meeting with Chimney Rock Village to discuss the proposed agreement. Attorney Morgan noted that paragraph 8 of the proposed agreement has been problematic in the past and may need to be reviewed. Mayor Pritchett noted that Chimney Rock added sewer rates to the agreement. There was discussion regarding Chimney Rock's preservice regarding its relationship with the Town for water versus sewer. Manager Perkins noted that there had been past agreement between the Town and Chimney Rock to use both of their ARPA funds for sewer system repairs, and that the Town would take over Chimney Rock's system after they make necessary repairs. Manager Perkins also noted that the agreement is dependent upon the ARPA award decision that should be announced in February. Manager Perkins recommended taking holistic look at the proposed agreement and re-work outdated portions that stem from the 1970s water agreement. Council expressed that they would possibly like for paragraph 8 to be removed and Attorney Morgan agreed to review past problems discussed regarding the section. Commissioner DiOrio recommended removing with the assurance section because it does not have an impact. Commissioner DiOrio expressed disapproval of the caveat that the Town pay for existing infrastructure in section 9(a), and noted that he does not think that should be in the agreement. Manager Perkins asked Director Lindsey 9(b) would be relevant if the Firefly Cove Water System is fixed and Director Lindsey answered that it will not be needed if Firefly Cove System is fixed. Commissioner DiOrio expressed that the agreement can be simplified and that the best policy would be to say that there is mutual good faith agreements, but take out all funding caveats. There was Council consensus to simplify the agreement and remove portions.

IX. BOAT PERMIT MAILING FEE DISCUSSION

Parks, Recreation, and Trails Coordinator Dana Bradley explained that the current certified mailing fee for boat permits is about \$4.25, but with recent price increases the actual cost to mail them is about \$4.85. Coordinator Bradley noted that Town staff also has to run the postage which takes up a significant amount of time. Coordinator Bradley recommended a \$10.00 overall mailing fee for the cost of certified mail and for a handling fee. Commissioner asked if it would be \$10.00 per permit and Council discussed. Mayor Pritchett asked what percentage of people receive their boat permits by mail and Coordinator Bradley estimated 30 percent. Mayor Pritchett asked if a goal is to transition to increased online permitting rather than mail and Coordinator Bradley explained that the goal is to adapt to the increased cost of mailing and compensate staff handling efforts. Council expressed support and there was consensus to add the fee to the Lake Use Fee Schedule and approve the updated Fee Schedule at the February 14th regular meeting.

Coordinator Bradley explained that another issue is that people are not complying with providing required information when obtaining a boat permit. Coordinator Bradley expanded that a result of the non-compliance is an increase in requests for staff to print copies of their required information, which is also costing the Town. Communications Director Laura Krejci noted there is an existing fee for print copies in the General Fee Schedule. Staff and Council expressed importance of enforcing Fee Schedule charges.

X. DISCUSSION REGARDING APPRAISALS OF TOWN PROPERTIES

Manager Perkins explained that there had been past discussions regarding appraisals of Town properties and researching fair market rent prices for Town properties being leased. Manager Perkins noted that he does not believe there is an appraisal needed for the ABC Store property in order to determine a fair market lease rate, but that he will contact someone about a fair market lease rate per square footage. Manager Perkins suggested that the Town can get appraisals for other properties, such as the existing Public Works lot located behind the Arcade Building. Commissioner Bryant recommended that the Town can also get a fair market rent price estimate for the TDA building and Council agreed. There was support from Council to have appraisals completed for the Town property discussed and research fair market rent prices.

XI. DISCUSSION REGARDING DRAFT BUDGET AMENDMENT #346 FOR DEEP WATER ACCESS

Manager Perkins explained that the Town is working on the deep water access project and that the funds for the project are currently categorized under dredging. Manager Perkins expanded that the project would be more appropriately placed as a stand-alone line item. Commissioner DiOrio recalled that the past reasoning for adding the project for dredging was because there was sufficient funds in the line item and the project will help with dredging access. Commissioner DiOrio asked if line item would be in the general fund and Manager Perkins answered yes. Manager Perkins noted that the Town has sufficient funds, but the purpose of the budget amendment is to move the funds from dredging.

Manager Perkins mentioned the Town's capital reserves. It was noted that the original capital reserve was incorporated into the dam capital reserve. Mayor Pritchett noted that the two reserves could be separated, but dam capital reserve is crucial. Commissioner DiOrio explained the history and importance of the dam capital reserve. Commissioner DiOrio noted that the Town created a separate fire tax at that same time. Manager Perkins and Finance Director Stephen Ford stated that they would discuss how to proceed with the capital reserve funds. Director Ford noted that there is also low pressure project capital reserve fund. Commissioner DiOrio noted that the low pressure project capital reserve is likely still present for the purpose of paying any final bills, but the project no longer active. Commissioner DiOrio recommended transferring funds for the lower pressure project capital reserve to the water reserve fund.

There was consensus from Council to approve Budget Amendment #346 for the deep water access project through the consent agenda at the February 14th regular meeting.

XII. DISCUSSION REGARDING BUDGET AMENDMENT #347 FOR FIRE DEPARTMENT SPECIALIZED AIR COMPRESSOR

Director Ford explained that Fire Chief Dustin Waycaster had approached him and stated that Rutherford County is donating a specialized air compressor and that the Town of Lake Lure has the first option to obtain the donated air compressor. Director Ford mentioned that a specialized air compressor is typically about \$75,000. Director Ford detailed that the compressor will need updates that will cost around \$4,800 total, so it seems to be a good deal. Director Ford noted that

a new specialized air compressor will be installed at the future public safety building, but this compressor will work well in the interim. There was Council concessions to approve Budget Amendment #347 for fire department specialized air compressor repairs through the consent agenda at the February 14th regular meeting.

XIII. ADJOURNMENT

Commissioner Bryant made a motion to adjourn. Commissioner DiOrio seconded and all voted in favor. The meeting was adjourned at 10:08 a.m.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

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

Meeting Date: February 14, 2023

SUBJECT: Budget Amendment #346 for Deep Water Access Project

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Deep Water Access Project was originally budgeted under the 'dredging' line item. It has since been determined that it would be more appropriate for the Project to be removed from 'dredging' and placed in a capital project line item specific to the Deep Water Access Project. Budget Amendment #346 removes \$120,000 from 'dredging' and transfers the amount into the capital project line item for Deep Water Access Project.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #346 for Deep Water Access Project.

FUNDING SOURCE:

General Fund – Capital Project

ATTACHMENTS:

Budget Amendment #346

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval of Budget Amendment #346 for Deep Water Access Project.

**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, 2023:

Department: Capital

Purpose: In order to provide funds for deep water access project related to a number of capital projects.

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
590	800000		\$120,000	\$120,000

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

Account Name: Dredging and Debris Removal
 Account Number: **10-800000-697**
 Amount: \$ **120,000**

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: February 14, 2023

SUBJECT: Budget Amendment #347 for Fire Department Specialized Air Compressor

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Rutherford County is supplementing by equipment donation, including a specialized air compressor for fire services. The compressor was housed at the Spindale Fire Department. The Spindale Department recently obtained a new compressor and the Lake Lure Fire Department expressed interest in their former compressor. There was a county-wide chiefs' vote to allow Lake Lure to have first option in taking the former compressor. The Lake Lure Fire Department would benefit from the compressor because it will be useful until the Department obtains an improved compressor to fill SCBA and SCUBA tanks. Budget Amendment #347 allows the Town to make the following necessary repairs to the specialized air compressor:

Switching motors (three phase to single phase motor)	
Repair gauges	
Delivery and setup	\$3,800
Rewiring for the 240v connection at station	\$1,000
Total Project Est. Cost	\$4,800

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #347 for Fire Department Specialized air compressor.

FUNDING SOURCE:

General Fund – Fire and Emergency Services

ATTACHMENTS:

Budget Amendment #347

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval of Budget Amendment #347 for Fire Department Specialized Air Compressor.

**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, 2023:

Department: Fire and Emergency Management

Purpose: In order to provide funds for specialized air compressor for fire services. Supplemented by equipment donation from Rutherford County. Also includes electrical installation work

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
353	434000		\$4,800	\$19,800

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

Account Name: General Fund Balance
Account Number: **10-398602**
Amount: **\$ 4,800**

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: February 14, 2023

SUBJECT: Lake Use Fee Schedule Amendment for the Purpose of Adding a \$10.00 Boat Permit Mailing Fee

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number: D

Department: Parks, Recreation, and Lake

Contact: Dana Bradley, Parks, Recreation, and Trails Coordinator

Presenter: Dana Bradley, Parks, Recreation, and Trails Coordinator

BRIEF SUMMARY:

The current fee for mailing boat permits is \$4.25. The boat permits are sent through certified mail and currently, the actual cost to mail them is \$4.84 or more, depending on where the permit is being mailed to. This price can increase at any point, if the Post Office raises their rates. There is also the cost of the envelope and the time it takes our staff to take it to the post office, fill out the certified letter, and keep track of the paperwork, so staff recommends adding a convenience fee into this, as well. Staff recommends an updated fee of \$10.00 for mailing boat permits. This was discussed at the January 25th Council work session meeting and it was determined that a \$10.00 boat permit mailing fee should be added to the Lake Use Fee Schedule.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Lake Use Fee Schedule Amendment for the Purpose of Adding a \$10.00 Boat Permit Mailing Fee

ATTACHMENTS:

Proposed Lake Use Fee Schedule

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval of Lake Use Fee Schedule Amendment for the Purpose of Adding a \$10.00 Boat Permit Mailing Fee due to the increased cost of mailing and handling.

**TOWN OF LAKE
LURE
2023 FEE SCHEDULE**

LAKE USE	<i>Note: Lake Fees are adopted each Calendar Year</i>		Effective: 2023
RESIDENT Boat Permits	Annual Fee	Weekly Fee	Daily Fee
Resident Annual Motorized Boat Permit	\$300		
Resident Annual Motorized 10hp or less Boat Permit	\$100		
90-Day Motorized (\$50 administration fee included)	\$350	90-Day	\$350
Resident Annual Non-motorized Boat Permit	\$40		
NON-RESIDENT Boat Permits			
Non-resident Annual Motorized (Boat slip lease required)	\$650		
Non-resident Annual Motorized 10hp or Less Boat Permit	\$350		
Non-resident Annual Non-motorized Boat Permit	\$100		
MISCELLANEOUS Boat Permits			
Daily Motorized Boat Permit (Peak Season Weekday Only)			\$60
Daily Motorized Boat Permit (Non-peak Season)			\$30
Daily Non-motorized Boat Permit			\$25
Weekly Timeshare Boat Permit		\$300	
Boat Permit Replacement Fee	\$15		
Temporary Permit (Special Use)	\$15		
Complimentary Annual Boat Permit – active volunteer firefighters, EMS, town employees (1 each per household)	1 complimentary		
COMMERCIAL Boat Permits			
Commercial License Fee	\$50		
Surcharge for Processing a Commercial License Application Received After the Deadline	\$200		
Livery	\$2,000		
Towed Water	\$2,000		
Tour Boats	\$3,000		
Service/Fishing Guides	\$1,000		
Service/Fishing Guides Out of area business	\$1,200		
Vacation Rentals	\$2,000		
Commercial Non-motorized	\$150		
Commercial Non-Motorized Out of Area Business	\$250		
Town Marina Slip Rentals	Annual Fee		
Annual Boat Slip Fee (Property Owners/Residents)	\$1,100		
Annual Boat Slip Fee (Non-residents)	\$1,500		
Boat Slip Move Fee	\$100		
Late Payment Fee	\$100		
Daily Boat Slip Fee (4 Day Minimum)	\$25		
Mailing Fee(s)			
Boat Permit Mailing Fee (per permit)	\$10		
Civil Penalties (Lake Citations)	1st Offense	2nd Offense	3rd Offense
Class A	\$125		
Class B	\$150	\$250	\$500
Class C (Non-motorized)	\$225	\$500	\$1,000
Class C (Motorized)	\$250	\$500	\$1,000
Class D	\$1,500	Revoked Indefinitely	
Lake Structure Applications			
Lake Structure Permit	\$400		
Shoreline Stabilization	\$0		
Seawall Exemption	\$240		
Decktop Accessory Structure	\$240		
Lake Structure Variance	\$240		
Lake Structure Adm. Appeal	\$300		
Commercial Lake Structure Fees (due March 31 each year)			
RVR over the water (fee for each taxed bedroom)	\$800		
Cluster Moorings			
Cluster Moorings (fee for each boat slip)	\$160		

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

Meeting Date: February 14, 2023

SUBJECT: LaBella Task 12 Firefly Cove Water System Improvements Amendment #1

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: E
Department: Public Services
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

LaBella Task 12 for Firefly Cove Water System Improvements was originally priced at \$20,000. In the process developing the application to obtain Authorization to Construct, LaBella Associates were informed that North Carolina Department of Environmental Quality requires the Town to provide a Water System Management Plan (WSMP) with the application package. The Town's current WSMP does not incorporate Firefly Cove and has not been updated since 2006. LaBella Associates deemed that Task 12 for Firefly Cove Water System Improvements should be amended to incorporate the revising of the 2006 WSMP. Task 12 Amendment #1 includes an increase of \$8,500 to account for additional efforts by LaBella Associates. The grand total, if LaBella Task 12 Firefly Cove Water System Improvements Amendment #1 is approved, is \$28,500.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve LaBella Task 12 Firefly Cove Water System Improvements Amendment #1.

FUNDING SOURCE:

Water and Sewer Fund – Firefly Cover Water Line Item

ATTACHMENTS:

LaBella Task 12 Firefly Cove Water System Improvements Amendment #1

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval LaBella Task 12 Firefly Cove Water System Improvements Amendment #1 because of the dire importance of improving the Firefly Cove Water System.

January 20, 2023

Hank Perkins, Town Manager
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

**SUBJECT: Lake Lure On-Call Professional Services
Task 12 Firefly Cove Water System Improvements
AMENDMENT #1 to Task 12 dated 08/01/22**

Dear Hank:

In the process of developing the application to obtain Authorization to Construct for the Firefly Cove Water System Improvements, NCDEQ has informed us that they will require the Town to provide a Water System Management Plan (WSMP) with the application package. Lake Lure's current WSMP does not include Firefly Cove so the WSMP must be revised prior to submitting Project documents to NCDEQ. In addition, the current WSMP is dated 2006, so an appreciable amount of updating is anticipated.

Revising the WSMP will require time and effort on LaBella's part beyond that anticipated by the original scope, and we are requesting this Amendment to account for this additional effort. The Town's involvement in providing many of the necessary financial-related documents which comprise the WSMP will also be required.

We are requesting that the budget for Task 12 be increased by **\$8,500** to \$28,500.

Aside from the WSMP, the Engineering plans, specifications, and permit application for the Firefly Cove Project are nearly complete. Once this additional WSMP effort is completed, we anticipate submitting for NCDEQ approvals immediately thereafter. Based on our interactions to date with NCDEQ regarding this project, we do not believe there will be any further obstacles to obtaining permitting approvals.

Conclusion

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

Sincerely,
LaBella Associates, P.C.



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

Town of Lake Lure, North Carolina

By: _____
Authorized Signature
Title _____
Date _____

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

Meeting Date: February 14, 2023

SUBJECT: Resolution No. 23-02-14A Approving Lake Lure Tours Concession Agreement

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number: F

Department: Administration

Contact: Hank Perkins, Town Manager

Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

A renewal is due for a Concession Agreement with Lake Lure Tours for the operation of the Town of Lake Lure Beach, Marina, and tour boats. Lake Lure Tours and Town staff drafted a proposed five year concession agreement, including the only proposed amendment to the agreement which is in regard to the opening and closing of the beach. Town Council reviewed the proposed agreement during the January 25th work session meeting and no concerns were expressed. Resolution No. 22-02-14A approves the proposed Lake Lure Tours Concession Agreement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-02-14A Approving Lake Lure Tours Concession Agreement.

ATTACHMENTS:

Resolution No. 23-02-14A Approving Lake Lure Tours Concession Agreement;
Proposed Lake Lure Tours Concession Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-02-14A Approving Lake Lure Tours Concession Agreement.



RESOLUTION NO. 23-02-14A

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
APPROVING LAKE LURE TOURS CONCESSION AGREEMENT**

WHEREAS, The Town of Lake Lure and Lake Lure Tours entered into a Concession Agreement on February 15, 2018; and

WHEREAS, The existing Concession Agreement expires on February 14, 2023; and

WHEREAS, The Concession Agreement is for the purpose of safe, efficient, and beneficial operations of the beach, marine, and tour boats by Lake Lure Tours on Town of Lake Lure properties; and

WHEREAS, The Concession Agreement is also for the purpose of providing for future repairs, improvements, and modifications of the beach, marine, and tour boats as shall be deemed acceptable to and in the best interest of the Town and the residents of Lake Lure; and

WHEREAS, Each party has expressed desire to enter into a new Concession Agreement following the expiration of the original Agreement.

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Lake Lure, North Carolina:

Section 1. The Town of Lake Lure and Lake Lure Tours shall enter into a Concession Agreement on February 15, 2023 and it shall expire on February 14, 2028.

Section 2. The Town of Lake Lure and Lake Lure Tours shall abide by all terms and conditions specified in the Concession Agreement.

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**CONCESSION
AGREEMENT FOR THE
OPERATION OF THE
TOWN OF LAKE LURE
BEACH, MARINA AND TOUR BOATS**

THIS CONCESSION AGREEMENT, made this the 15th day of February, 2023 by and between the Parties: THE TOWN OF LAKE LURE, Lake Lure, North Carolina, a Municipal Corporation, hereinafter called "Town"; and Lake Lure Tours, Inc., a North Carolina Corporation, P.O. Box 10043, Fleming Island, FL, hereinafter called "LLT;"

WITNESSETH:

WHEREAS, the Town of Lake Lure owns a municipal marina facility and public beach on Lake Lure; and,

WHEREAS, the Town seeks to contract with a Firm to manage, operate and grow the beach, marina and tour boat operations and whose combination of experience and expertise will provide quality driven professional service to the Town of Lake Lure and its guests; and,

WHEREAS, the Town has determined that Lake Lure Tours, Inc. has the dedicated staff, strong financial assets and proven level of expertise needed to fulfill this operation; and,

WHEREAS, it is the general intent and purpose of this Concession Agreement (the "Agreement") to secure the safe, efficient and beneficial operation of beach, marina and tour boats, and to provide for such future repairs, improvements and modifications as shall be deemed acceptable to and in the best interests of the Town, its residents and their Concessionaire.

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

1. Use

LLT agrees to manage, maintain and operate the beach, marina and tour boat operations for the term set forth herein. LLT shall use the Facilities allocated to it in the Agreement, as set forth below, for no other purpose than the operation of the beach, marina and tour boat operation services in strict conformance with the terms and conditions of this Agreement.

LLT agrees to manage the operation of the beach and marina 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 promote wholesome tourism and to optimize the facilities' economic performance.

2. Facilities

LLT shall operate the Marina and Tour Boat operations from the Marina located at 2930 Memorial Highway and the Beach operations from all the facilities located at 2724 Memorial Highway.

3. Hours of Operation

LLT shall, with the approval of the Town, establish its hours of operation.

The Marina shall be open and staffed during all times that the boat tours are operating, with the exception of “after hours” special tour boat events such as Dinner, Sunset, and Special Event cruises.

The established hours of public admission use of the beach shall be from 10 a.m. through 6 p.m. daily, Memorial Day through Labor Day. The Beach will be opened daily from 9 a.m. to 5 p.m., from two weeks after Labor Day until one week prior to annual lake draw-down, and remain closed onward until Memorial Day without admission fee.

Unless otherwise approved in advance by the Town, all Facilities will be closed from 11 p.m. to 6 a.m.

Following the closing of the beach during normal business and off-season hours, the pavilion and a portion of the beach will be available for rent by individuals, groups and organizations. Scheduling and arrangements for rental of the pavilion and a portion of the beach will be reserved and coordinated through LLT.

4. Personnel

LLT agrees to have a sufficient number of trained, qualified staff members on duty for the proper operation of the facilities. Said personnel will be employees of LLT. LLT agrees to maintain an efficient staff, which at all times shall be courteous to the public, well groomed, neatly dressed, and reflect favorably upon the Town. LLT shall require its employees to observe a strict impartiality as to rates and service. Lifeguards shall be in easily identifiable uniforms and maintain on file current Red Cross, or equivalent, lifeguard, CPR, and first aid certifications.

5. Qualifications

LLT warrants that it has substantial financial capacity and resources sufficient to provide the operation and maintenance of the Facilities in compliance with the terms and conditions of this Agreement and has extensive experience in the operation and management of the facilities of this operation.

6. Maintenance, Repair, and Care of Premises and Grounds

LLT agrees that it shall keep any room, space, or area under its control or used in connection with its service, in a clean and sanitary condition.

LLT shall be responsible for the maintenance, repair, or replacement of the Facilities' fixed equipment and furnishings, owned by LLT. The Town shall be responsible for the maintenance, repair, or replacement of all other equipment included within the Facilities agreed to herein. All such structures and equipment shall be operated and maintained in strict accordance with all applicable federal, North Carolina, Rutherford County and Town codes, regulations and requirements. The Town shall have the right to enter upon and inspect the premises at any time during the term of this Agreement. If, as a result of such inspection, the Town determines that any deficiencies exist in the condition of those areas within the LLT's area of responsibility, the Town shall provide notice to LLT in writing. LLT shall commence appropriate corrective work within five (5) business days of the date of such notice. If LLT 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 correct such deficiencies itself and to bill LLT for the cost of such work. LLT shall pay the bill for such work immediately upon presentation.

Upon termination of this Agreement, the premises, including the Facilities owned by the Town, shall be returned to the Town in as good an order, condition, and repair as they were in on the effective date, reasonable wear and tear excepted.

The Town shall be responsible for structural repair to the building(s), including the roof(s), and any repair needed to sea walls or banks that may be subject to erosion. The Town shall maintain and repair the plumbing systems at the beach and marina as well as winterize these Facilities; although LLT shall provide and maintain the restroom fixtures and supplies. LLT shall maintain its lake water handling system(s) at the beach.

The Town will at no cost to LLT, provide for outdoor maintenance of the lawns, parking lots, fence, and boardwalk. LLT shall make recommendations for any marina or beach improvements in keeping with this Agreement.

7. Utilities

LLT shall be responsible for all utility costs of the Facilities and their employees. LLT agrees to be billed directly for these charges by the utility provider and to make appropriate arrangements for said direct billing of services within thirty (30) days of the Effective Date. In the event that LLT fails to pay any utility bill resulting in a utility provider terminating any service and/or pursuing collection from the Town, the Town shall have the right to terminate the Agreement and to require LLT to immediately vacate the premises.

8. Pricing

LLT agrees that prices charged for its merchandise, food, and services shall be comparable to those charged by the local market and that it will honor the history and traditions of Lake Lure, but also deliver a high-quality product in several consumer price points. Merchandise, accessories, clothing, foods, and drinks normally associated with the operation of a beach and marina shall be permitted. The sale of other merchandise must be approved by the Town, which such approval shall not be unreasonably withheld. All vending machines will be provided by LLT.

For the 2023 season, the following admission fee and ticket pricing shall apply:

<u>Beach</u>	<u>Tour Boats</u>
Adult: \$10.00	Adult: \$20.00
Child: \$8.00	Child: \$10.00
Senior: \$9.00	Senior: \$18.00
	Bus Tour (10 Ticket Minimum): \$17.00

The rental rate for the beach outside of the established business hours and during “off-season” periods will be at a rate of \$50.00 per hour. Organizations qualified with a 501(c)3 designation, will, depending upon availability, have use of the beach on a “first-come; first-serve” manner, at no fee.

Residents of the Town of Lake Lure and the Village of Chimney Rock and their immediate family members will not pay an admission fee to the Beach. Proof of residency is required.

LLT shall provide annually to the Town, no later than November 15 of each fiscal year, a proposed fee structure for the coming fiscal year. LLT shall provide the Town with sufficient information to evaluate the fees and programs for its operations. Such information shall include a full report of prior years’ activity in all categories and shall, if reasonably available to LLT, include an analysis of the type of users of the facilities in the prior year and revenues associated with major categories. If proposed by LLT, and unless the proposal is deemed to be excessive by the Town, the Town shall agree, which agreement shall not be unreasonably withheld, on any changes in the fee schedule at the December meeting of the Town Council, applicable to the next concession year.

9. Licenses and Permits Provide copies

LLT shall procure, at its own cost and expense, all licenses or permits necessary for the lawful operation of the Facilities and its business. The Town shall provide reasonable cooperation to LLT to obtain such license or permits.

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

10. Health Department Requirement

LLT warrants and agrees that all food and beverage items that are offered for sale under this Agreement shall be handled, served, and/or sold in a clean and sanitary manner and in accordance with the requirements of the Rutherford County Health Department and any and all other applicable rules and regulations.

11. Assumption of Risk

LLT assumes all risk in the operation of the Facilities 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 Facility.

12. Advertising and Branding

LLT shall design, print and distribute informational flyers and promotional materials at their own expense. The Branding Guide for Lake Lure & Chimney Rock Village states that in order to ensure consistent use of the Lake Lure brand, the brand shall be used in signage, advertising products and services, direct mail, events and activities, logos, merchandising, website development, social media and other promotional materials. LLT shall apply, where appropriate, Lake Lure's branding themes to the beach, marina, and tour boat operations. The Town must approve in advance any newly-designed branded advertising and promotional material, which such approval shall not be unreasonably withheld.

13. Equipment

LLT has the right to use any fixed equipment belonging to the Town on the premises as of the Effective Date and any fixed equipment installed by the Town thereafter. LLT may, with prior approval of the Town, purchase additional fixed equipment required and necessary for the operation of the Facilities. LLT agrees to be responsible to the Town for any damage or loss to Town equipment that occurs by reason of LLT's negligence or other fault, or that of its patrons, employees, or suppliers. Title to all non-fixed equipment and fixed assets provided by LLT shall remain with LLT, and such equipment and fixed assets shall be removed by LLT after the expiration or termination of this Agreement. If any property remains on the premises after the expiration or termination of this Agreement, the Town shall notify LLT, and if LLT fails to remove such property within ten (10) days from the date of such notification, the Town may deal with such property as though it had been abandoned and charge all costs and expenses incurred in the removal thereof to LLT.

The Town shall be responsible for maintenance, repair, and replacement of major capital

equipment owned by the Town including, but not limited to the fuel dispenser, gas storage tank and piping, and docks.

14. Supplies

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

15. Tour Boat Operations

LLT has the right to use the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service. Fees for this right are outlined in Section 33 of this Agreement. The monthly payment shall include an activity report and a copy of the daily trip log.

LLT 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.

LLT may operate up to four tour and four rental boats and will be allowed to use Town dock space to moor said boats at an area designated by the Town. Boats shall have a large, clear numeral identification method to facilitate identification for comments. LLT shall be responsible for the cleaning and maintenance of their dockage area. LLT will also be allowed to use the Town property near the Town dock. Any changes in location of the waiting area must be approved by the Town. Any repairs to the boat slips must be pre-approved by the Town.

LLT will establish and publish a telephone number where comments about the tour boats, rental boats, or marina operation can be reported. LLT shall respond to any comments within five (5) business days. If a comment is not resolved, then it may be reported to the Town Manager or their designee. LLT shall maintain a log on all comments and the action/response taken to resolve the comment. In addition, LLT shall have an answering machine/voice mail 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 and return. Sunset Cruises will operate from approximately 45 minutes before dusk until approximately 30 minutes after sundown. LLT shall follow the allowances and prohibitions regarding safe operation and wake issues detailed in the "Lake Lure Tours Operation" document. Areas of no-wake operation are identified in this document and on a map, which may be amended from time to time. At no time will the maximum capacity permitted by law be exceeded in any boat.

16. Events and Activities

The Town and LLT shall work cooperatively on expanding and enhancing the products and service options of the Facilities by offering new and appropriate activities. The Town supports LLT's addition of special events, festivals, activities, tours, and educational programs, and the Town will work with LLT and other Town and LLT partners in facilitating these events.

LLT and the Town shall solicit cooperatively "new business" and "new users" for the beach, with the intent to drive additional patronage of the beach in enhancement of local tourism.

17. Supervision

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

18. Safety

The health and safety of residents, visitors and employees is of the utmost importance to the Town and LLT. LLT 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 shall be reported immediately to the Town Manager. "Serious" shall be defined as those events which involve bodily injury or property damage. All claims to LLT's insurance carrier shall be reported in writing to the Town within one (1) business day. LLT shall follow the Town's policies and procedures for Media Contact regarding such incidents.

LLT shall report to the Town Manager within two (2) business days, in writing, any problem with building structure or deficiencies, major equipment, electrical or plumbing systems.

19. Access

LLT shall grant access to the premises at all reasonable times to the Town.

20. Possession

It is expressly understood and agreed that no building space, equipment or area is leased to LLT, but that during the term of this Agreement, LLT shall have unrestricted use and possession of the designated premises, except as provided in this Agreement. LLT has the right to occupy the spaces assigned to it, operate under the Agreement hereby

granted to it, and continue in possession of the premises subject to the terms of this Agreement only so long as LLT strictly and properly complies with every provision contained in this Agreement. No interest in real property is conveyed by or under this Agreement.

21. Alterations

Any proposed modifications, alterations, or repairs made by LLT, except those required on an emergency basis, must be approved in advanced by the Town. The Town may, with mutual agreement from LLT whose approval may not be unreasonably withheld, make any alterations, additions, or improvements to the premises at the Town’s expense. Nothing herein shall be deemed to obligate or require the Town to make any such alterations, additions or improvements.

22. Records and Accounts

LLT shall keep books and records of account in accordance with Generally Accepted Accounting Procedures, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document LLT’s performance. LLT shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving LLT twenty-four (24) hours’ notice of the time and day of such inspection and audit. The Town has the right, at its option and expense, to perform an audit each year of this Agreement. LLT shall retain and keep accessible all the fiscal and other 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.

23. Insurance and Workers’ Compensation

LLT agrees to keep and maintain insurance for the duration of this Agreement, including commercial general liability, auto 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
Commercial Auto Liability:	\$1,000,000 combined single limit
Workers’ Compensation:	Statutory
Employer’s Liability:	\$1,000,000

LLT 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 LLT’s general liability policy and provide a waiver of subrogation on LLT’s general liability and workers’ compensation policies. In the event of bodily injury or property damage loss caused by LLT’s acts or omissions in connection with LLT’s services

performed under this Agreement, LLT'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, LLT and LLT's insurance carrier shall give the Town at least thirty (30) days prior written notice. No work, service or operation shall be performed until LLT has furnished to the Town the above reference certificates of insurance and associated endorsements, in a form suitable to the Town.

24. Termination of Agreement

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

A. Termination for Default

The Town may terminate the Agreement upon LLT's default of any material duty or obligation of LLT under the Agreement and LLT's failure to cure such default within fifteen (15) calendar days of the Town's written notice to LLT of such default. If the default is not capable of cure within said fifteen (15) calendar days, LLT 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 LLT's schedule of cure, may make a written demand that LLT 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 LLT, 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):

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

regulation, or judicial order applicable to LLT, this Agreement, or LLT's operation of the services; or

- LLT 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) LLT 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.

B. Obligations Upon Expiration or Termination

Upon expiration or termination of the Contract, LLT shall (i) provide a written statement describing in detail all services and expenses invested in performance of its services in respect to deliverables which are in process as of the date of termination; and (ii) the Town shall have the right to purchase any or all fixtures, equipment, furnishings and inventory from LLT; and (iii) promptly return the premises to the Town free and clear of all fixtures, equipment, furnishing and inventory that has been provided by LLT/or will not be purchased by the Town, leaving the premises in the same or better condition as upon the date of initial occupancy, normal wear and tear only excepted; and (iv) promptly return all keys to the premises to the Town.

C. Transition Services Upon Termination or Expiration

Upon notice of termination or expiration of the Agreement, LLT shall cooperate with the Town to assist with the orderly transfer of the services, functions and operations provided by LLT hereunder to the Town. Prior to termination or expiration of the Agreement, the Town may require LLT to perform and, if so required, LLT shall perform certain transition services necessary to migrate the work of LLT to the Town as described below (the "Transition Services"). Transition Services shall include but not be limited to the following:

Pre-migration Services

- i. Working with the Town to jointly develop a mutually agreed upon transition services plan
- ii. Notifying all affected contractors and subcontractors of LLT

Migration Services

- i. Performing activities as required by the transition services plan throughout process and post-migration
- ii. Answering questions from Town to LLT regarding the work on an as-needed basis
- iii. Providing such other reasonable services needed to effectuate an orderly transition to the Town

Other Transition Services

- i. LLT shall provide the Town reasonable access to the licensed premises.
- ii. LLT shall provide the Town with copies of all leases, permits, licenses, and other relevant documents.
- iii. LLT shall provide the Town with all maintenance records associated with the licensed premises.

Termination or expiration of the term and extensions of the Agreement shall not relieve LLT 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 LLT from any claim for damages previously accrued or then accruing against LLT at the time of the termination or expiration.

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.

25. Modification

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

26. 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.

27. 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.

28. Transfer or Assignment

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

LLT 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.

29. Financing

Any collateralization or mortgage of this Agreement in full or in part, or any of LLT's revenues, financial interests, or rights hereunder, or any other financing agreement in connection with LLT's performance hereunder shall be limited solely to financing in connection with the operation and improvements of the Facilities, and shall be submitted to the Town Attorney for review and subject to the prior approval of the Town Council, which shall not be unreasonably withheld. Under no circumstances shall the Town be liable or responsible for any indebtedness incurred by LLT to any other party in connection with any financing obtained by LLT for the operation and improvements of the Facilities.

30. Independent Contractor Status

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

31. Responsibilities of LLT

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

LLT 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.

32. Terms

Renewal Agreement to Operate Marina and Tour Boats: The Term of this Renewal Agreement shall be for a five (5) year term beginning February 15, 2023 through

February 14, 2028. Any extension, modification or termination of this Agreement will be at the sole discretion of the Town.

Successful completion of this five-year renewal term shall be defined as meeting the goals of the Town of Lake Lure's Request for Proposal:

- Providing safe and attractive amenities.
- Revenue growth for the operation.
- Enhancement of the public facilities.
- Providing activities that appeal to residents and guests.
- New advertising, marketing, and sales initiatives.
- Other responsibilities and requirements as contained in this Agreement.

Agreement to Operate Beach: The Term of this Renewal Agreement shall be for a five (5) year term beginning February 15, 2023 through February 14, 2028. Any extension, modification or termination of this Agreement will be at the sole discretion of the Town.

33. Concession Fees

LLT shall pay the Town fifteen percent (15%) of monthly gross receipts of Marina, Beach and Tour Boat Operations. Excepting, that (1) the Town shall receive 95% of all non-commercial boat permits sold to third parties at the Marina, and (2) the Town shall receive the full \$50.00 hourly rate for the rental fee charged at the beach. The Town shall receive no discount on fuel purchased by the Town at the Marina.

As part of this Agreement, LLT shall be allowed the use of ten (10) slips at the Marina at no additional cost for use in meeting the requirements of this Agreement.

Gross receipts as used in this Agreement shall mean the total amount received by or accruing to LLT by reason of the privileges granted under this Agreement, including but not limited to from any sales or rentals, the provisions of any food or beverage services, and the provision of any other services authorized by this Agreement. The following shall be excluded or deducted from the gross receipts: (i) Excise, sales or other taxes imposed upon the sale or rental of goods or services, (ii) tips, gratuities, or other charges for services where payment is made to employees or others, provided that any portions of such charges retained by LLT shall be included in the gross receipts, and (iii) fees paid to credit card companies or to outside parties engaged to assist in the collection of accounts receivable.

Payments to the Town shall be made monthly on or before the 15th of the following month and shall include a monthly report of concession of gross receipts in a form to be agreed to annually by LLT and the Town. In the event the payment is not received on or before the 15th of the month, a penalty of one percent (1%) of the balance due shall be assessed for each day the balance is not paid.

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

34. Future Capital Improvements

LLT may make additional capital improvements to the Facilities, at its own cost and expense, with no setoff from the Concession Fees paid to the Town, provided that all such capital improvements must be approved by the Town. Design, construction and occupancy of any capital improvements shall be subject to the requirements for review and approval of new construction by the State of North Carolina and the Town, and shall meet all applicable codes, law, regulation, or ordinance. The Town, upon approval, shall waive all Town application and permit fees for said review and approval. LLT agrees that the Town shall have no liability either to LLT or LLT's contractors, subcontractors or suppliers for any expenses in excess of originally estimated costs of the project proposed by LLT and approved by the Town. LLT agrees to obtain, prior to the commencement of any construction projected to cost in excess of \$100,000 a performance bond and a payment bond in the full amount of the cost of construction for any and all capital improvements. Title to all improvements shall vest in the Town brick-by-brick during and following the performance of any work.

In no way, shall this Section limit the ability of the Town and LLT (and its partners) to partner, cooperate, or participate jointly in facility upgrades, improvements or future capital projects. The Town and LLT acknowledge their individual roles in these efforts that enhance the guest experience and that this is an essential tenet to the overall success of the operations. In such a partnership, the Town and LLT shall develop a separate Improvements Agreement that will outline each entity's roles and responsibilities.

LLT and the Town will jointly develop a capital improvements/reinvestment/facility improvement plan to be used as a guide for the development of future capital improvement projects. This plan will be developed alongside and made part of the Capital Improvements Plan for the Town. LLT agrees to invest financially in public-private Town enhancement projects during the term of this Agreement and for projects mutually agreed upon by LLT and the Town. Any such investment by LLT in public-private projects shall be in addition to all fees paid to the Town as required by Section 33 of this Agreement.

35. Disputes

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

36. Bailment

LLT agrees to be responsible for loss of or damage to personal property turned over to it by any patron of the Facilities. LLT may limit its liability for any such loss or damage as provided under applicable law.

37. Indemnification

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

The Town understands and agrees that LLT shall provide no personnel or supervision during off season hours, except for routine beach maintenance, and to the extent permitted by applicable law, explicitly relieves LLT from all liability arising from the public use of the beach during this time.

38. Waiver of Claims

LLT waives any and all claims for compensation from the Town for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the structures, equipment, utilities, furnished for the premises, or by reason of any loss of any utility service, which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, wind, or storm of any kind, civil commotion, or riot, and LLT 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.

39. Americans with Disability Act

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

40. 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 LLT: Julie Belcher, Comptroller
Lake Lure Tours, Inc.
P.O. Box 10043
Fleming Island, FL 32006

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.

41. 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.

42. 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 LLT and the Town.

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

**Town of Lake Lure
A Municipal Corporation**

(Town Seal)

By: Carol Pritchett, Mayor

ATTEST:

Olivia Stewman, Town Clerk

**Lake Lure Tours, LLC
A North Carolina**

Corporation
(Corporate Seal)

By: George Wittmer,

President

ATTEST:

Witness

SOP for Lake Lure Tours, Tour Boat Operations

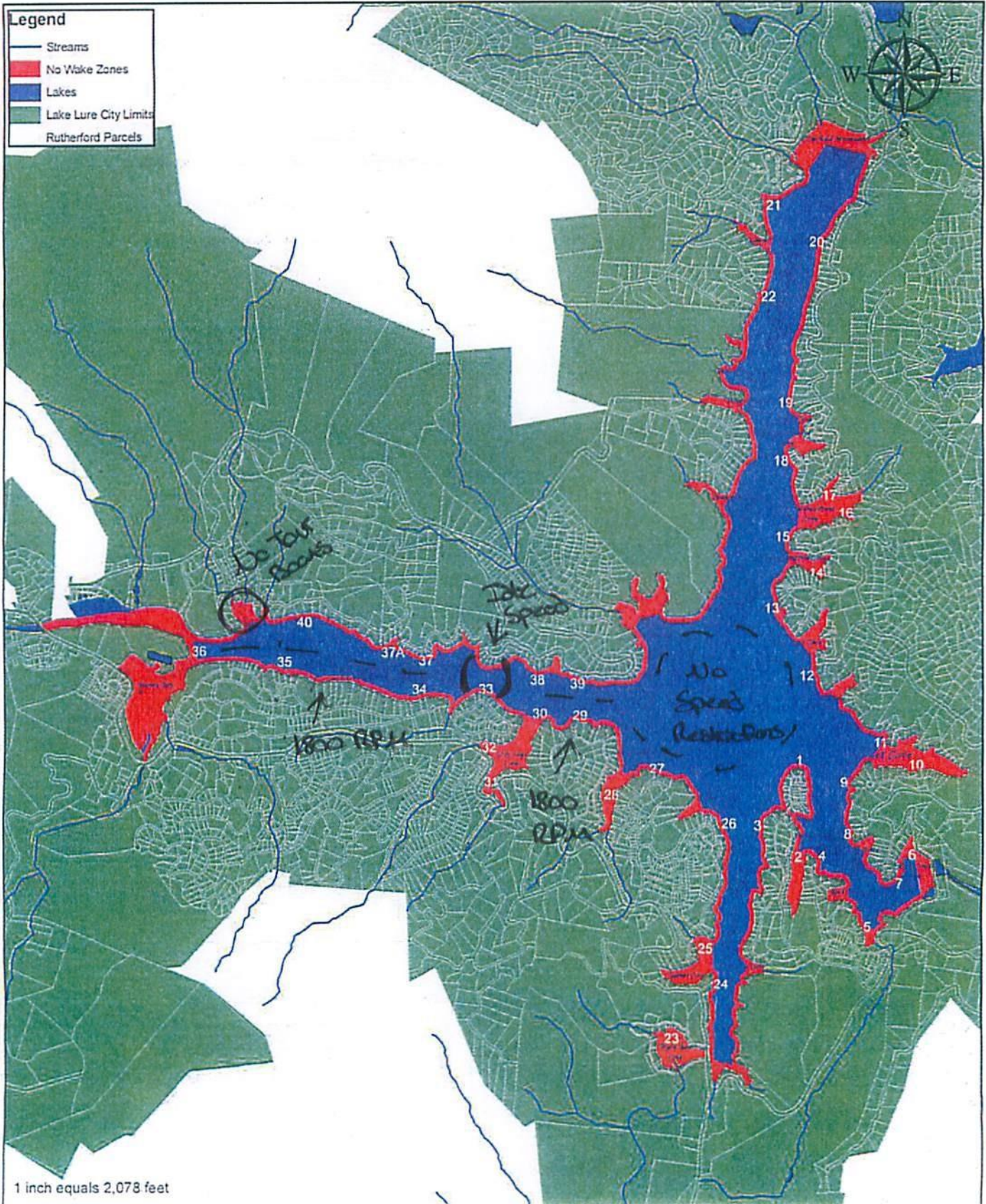
To help reduce the wake issues that are occurring within the main channel of Lake Lure, Lake Lure

Tours proposes the following for operation:

- Stage tour boat departure times at least five minutes apart.
 - a. For example: Tour boat one departing at 10:55am, tour boat two departing at 11 am, and tour boat three departing at 11:05am on busy days.
- For the safety of residents swimming in Firefly Cove, Lake Lure Tours will no longer proceed into the cove.
- Lake Lure Tours proposes to operate tour boats at 1800 RPM (existing policy) through the main channel, except at the portion of the channel which is referred to as the "Bottle Neck" located within Lake View Road and Cutaway Road area. All tour boats will drop to idle speed thirty yards before and thirty yards after the "Bottle Neck."
- All tour boats should stay to the center of the main channel unless one of the following occurs:
 - a. The skipper is pointing out features along the lake and then returns to the center of the main channel.
 - b. An unsafe event occurs (Skiing, swimming, or yielding right- a-way to another boat).
- In the event that the tour boat is stopped, the driver will turn the boat ninety degrees before powering the boat back up to 1800 RPM to disperse wake away from shorelines.

In addition to the above changes for LLT boat operations, all boat drivers will complete a new training program this spring. Management, will be riding with each skipper at least twice a month to ensure that all new directions, operational protocols and boat operations are being followed.

- Legend**
- Streams
 - No Wake Zones
 - Lakes
 - Lake Lure City Limits
 - Rutherford Parcels



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

SUBJECT: Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Waiver of the Noise Regulation, Chapter 20 Article II; and approval for partial road closure for the Hickory Nut Gorge (HNG) Outreach 2023 Spring Lake Lure Arts and Crafts Festival scheduled for May 12-14, 2023 in front of the Arcade Building.

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: G
Department: Administration
Contact: Matt Dolan, HNG Outreach Event Coordinator
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

In the past, Town Council has suspended Chapter 8 Article II: “Peddlers” of the Lake Lure Code of Ordinances and waived the Noise Ordinance, Chapter 20 Article II, for the Hickory Nut Gorge Outreach event being held on Town property. The festival will feature onsite displays, live music, and local food. The event serves as the major fundraiser for HNG Outreach. HNG Outreach is a nonprofit organization that provides food and outreach services to low-income families throughout the Gorge. HNG Outreach is requesting the following:

- 1) Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances
- 2) Wavier of the Noise Ordinance, Chapter 20 Article II
- 3) Approval of partial road closure for Bottomless Pools Road (Between Memorial Highway and Arcade Street.)

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Waiver of the Noise Regulation, Chapter 20 Article II; and approval for partial road closure for the Hickory Nut Gorge (HNG) Outreach 2023 Spring Lake Lure Arts and Crafts Festival scheduled for May 12-14, 2023 in front of the Arcade Building.

STAFF’S COMMENTS AND RECOMMENDATIONS:

To approve the following:

- 1) Suspension of Peddlers Ordinances
- 2) Wavier of Noise Ordinance
- 3) Approval of partial road closure for Bottomless Pools Road (Between Memorial Highway and Arcade Street.)

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT: Lake Lure Spring Classic Boat and Auto Show Request for Waivers / Council Approval

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: H
Department: Communications-Events/Parks, Recreation, & Lake
Contact: Sonya Ledford, Gen. Manager, Lake Lure Tours
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Lake Lure Tours, Inc. will be hosting the annual Lake Lure Spring Classic Boat and Auto Show on May 19-20, 2023 in coordination with the Blue Ridge Chapter of the Antique and Classic Boat Society and the Greater Smoky Mountains Region of the Antique Automobile Club of America. The events are sponsored by Lake Lure Tours, Inc. and The 1927 Lake Lure Inn & Spa, LLC in coordination with the Town of Lake Lure. The 1927 Lake Lure Inn & Spa will host a Low Country Boil and Brew at the Lake Lure Beach Pavilion on Friday, May 19, 2023 with tickets sold for dinner, as well as a cash bar.

The following requests are being made:

- 1) Waiver of Chapter 8 Article II: "Peddlers" of the Code of Ordinances on the following dates and times.
 - a. Friday, May 19, 6pm – 10pm for a for a Low Country Boil and Brew at the Beach Pavilion
 - b. Saturday, May 20, 10am – 4pm for the Boat and Auto Show
- 2) Waiver of the requirement for a daily boat permit for those participating in the Boat Show. (Note that registration requires proof of insurance and valid registration.)
- 3) Suspension of the Town Alcohol Ordinance for Friday, May 19, 2023 – 6:00pm – 10:00pm for the Low Country Boil and Brew at the Beach Pavilion
- 4) Wavier of the Noise Ordinance, Chapter 20 Article II
 - a. Friday, May 19, 6pm – 10pm for a for a Low Country Boil and Brew at the Beach Pavilion
 - b. Saturday, May 20, 10am – 4pm for the Boat and Auto Show

To support the event, the car show vendors will set up in Town Center and arrangements are being made to accommodate the cars in the auto show and visitor parking. A request is made for the following:

- 5) Close public parking along beach from Pool Creek to the Waterpark, which will be open for event show cars only. Cars will be spaced with ½ of a parking space between them for viewing purposes.
- 6) Allow vehicles & boat trailers on the beach in coordination with event host and concessionaire.
- 7) Allow temporary signage on the street in the event site for the auto show.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the following requests:

- 1) Waiver of Noise Ordinance
- 2) Waiver of requirement for daily boat permits
- 3) Suspension of Alcohol Ordinance
- 4) Suspension of Peddling Ordinance
- 5) Close public parking along the Beach from Pool Creek to the water park Friday, May 19 – Saturday, May 20, 2023.
- 6) Allow vehicles & boat trailers on the Beach for display
- 7) Allow temporary signage on the street at the event site for the auto show.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of these requests.

VIII UNFINISHED BUSINESS

A. Facility Leases

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

Meeting Date: February 14, 2023

SUBJECT: Facility Leases

AGENDA INFORMATION:

Agenda Location: Unfinished Business

Item Number: A

Department: Administration

Contact: Hank Perkins, Town Manager

Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

During the January 25th Town Council work session, a draft land lease agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge was reviewed and discussed. Following review and discussion regarding minor changes, Town Council was in support of the land lease agreement and it was to be approved at the February 14th regular Council meeting. Following the work session, Town Attorney William Morgan found that the notice for such lease agreement had increased to 30 days, which did not allow for time to approve the lease agreement at the February 14th meeting.

Town Council also reviewed and discussed a lease agreement between the Town of Lake Lure and the Rutherford County Tourism Development Authority (TDA) during the January 25th work session meeting. Council broached the subject of charging a fair market rent price if the draft lease agreement is approved by both parties. Town Manager Hank Perkins relayed information discussed by Council to TDA Director Don Cason. Manager Perkins will detail his conversation with Mr. Cason at the time of the meeting.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

TBD

ATTACHMENTS:

Draft Flowering Bridge Lease Agreement – Revised following the January 25th Work Session Meeting; Draft TDA Lease Agreement

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends approving the land lease agreement between the Town and the Flowering Bridge at the March 14th regular Town Council meeting.

NORTH CAROLINA

RUTHERFORD COUNTY

GROUND LEASE AGREEMENT BETWEEN THE TOWN OF LAKE LURE AND LAKE
LURE FLOWERING BRIDGE, INC. FOR THE LEASE OF LAKE LURE BRIDGE NO. 7
AND A .36 ACRE LOT (PIN #23163)

This Land Lease Agreement (“Lease” or “Agreement”) is made and entered into this the 15th day of February, 2023, by and between the Town of Lake Lure, a North Carolina municipal corporation and Lake Lure Flowering Bridge, Inc., a nonprofit corporation organized and existing pursuant to the laws of the State of North Carolina (hereinafter referred to as LLFB).

WITNESSETH:

WHEREAS, the Town of Lake Lure acquired ownership of the historic Lake Lure Bridge No. 7 across the Rocky Broad River near the intersection of Boy’s Camp Road and US 64/74 in Lake Lure on August 10, 2010, for the rehabilitation, repair, and maintenance of Bridge No. 7 under the stipulations of a historic bridge preservation program; and,

WHEREAS, the Town of Lake Lure informally assigned the above responsibilities to Lake Lure Flowering Bridge, Inc. (hereinafter LLFB), a community-based nonprofit corporation, approximately ten years ago; and,

WHEREAS, LLFB was created to:

- To preserve the historic 1925 Bridge No.7 over the Rocky Broad River as it enters historic Lake Lure, NC.
- To develop and maintain this bridge as a vital link in the trail/walkway system being created by the towns of Chimney Rock and Lake Lure and Chimney Rock State Park.
- To cover the bridge and surround this scenic walkway with over 500’ of flowering four-season pedestrian gardens that will be known as Lake Lure Flowering Bridge, the first of its kind in the State of North Carolina and only the second in the United States.
- To place within this vast garden indigenous North Carolina plants that will reflect the botanical diversity of the Hickory Nut Gorge, one of the most botanically diverse areas in the United States.
- To make these gardens and the Lake Lure Flowering Bridge available in all seasons free of charge for purposes of education, exploration and inspiration.

- To design, develop and maintain these gardens through a citizen-based volunteer organization called Friends of the Lake Lure Flowering Bridge.
- To create this “bridge to somewhere beautiful” as a flowering gateway to Lake Lure, Chimney Rock, the Hickory Nut Gorge, and Chimney Rock State Park.

WHEREAS, LLFB now desires to erect a structure to house an education center, create new volunteer and visitor parking and to make other improvements to an area owned by the Town adjacent to the Bridge; and,

WHEREAS, the Town supports the LLFB’s plans and has determined that it is in the best interests of both parties to formalize their relationship for the long term preservation and operation of the Flowering Bridge, which attracts thousands of visitors to Lake Lure, Chimney Rock Village and Chimney Rock State Park each year;

NOW, THEREFORE, in consideration of all covenants contained in this lease agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1: Lease of Premises. Owner agrees to lease to (“Tenant”), and (“Tenant”) agrees to lease from Owner, the Site for the purposes described herein, TO HAVE AND TO HOLD the Site, together with all rights, privileges, and appurtenances thereunto belonging and attaching, unto (“Tenant”). This Lease sets forth the covenants and agreements that the parties agree to comply with during the Term (as such term is defined in Section 2).

Section 2: Term. The term of this Lease (the “Term”) shall be ten (10) years, commencing on the Effective Date and expiring on tenth anniversary of the Effective Date, unless otherwise terminated at an earlier date in accordance with the terms of this Lease, or extended by mutual agreement.

Section 3: Lease Payments. For purposes of this agreement, the lease payments made to Owner by (“Tenant”) for the use of the Site and Easements shall be \$1.00 annually, payable upon the Effective Date and on the anniversary thereof each year during the term of this lease.

Section 4: The Premises (“the Site”). The Site consists of Lake Lure Bridge No. 7, the right-of-way and that .36 acre site adjacent thereto, more particularly described in Deed Book 1067, Page 393 (PIN #231863) all of which is more particularly shown in that survey dated November 19, 2022, prepared by Jason D. Spencer, PLS, a copy of which is attached hereto as Exhibit A.

Section 5: Use. LLFB shall at all times continue the Bridge’s use as a walking trail containing flowering four-season pedestrian gardens that will be known as Lake Lure Flowering Bridge, to be open year-round to visitors free of charge and for educational purposes including classes in gardening and related subjects.

Section 6: Responsibilities of LLFB and Town.

- (a) In addition to continuously maintaining the Bridge and the site's use as set forth in Section 5 above, it shall be the duty and responsibility of LLFB to fulfill all of the requirements placed on the Town by the State of North Carolina's Department of Transportation upon the conveyance of Bridge No. 7 including those outlined in the "Historic Lake Lure Bridge #7 Preservation and Enhancement Plan" dated December 5, 2011, attached hereto as Exhibit B and incorporated herein as if fully set forth herein.
- (b) The Town shall continue to provide water and electric service to the Lake Lure Flowering Bridge.

Section 7: Indemnification. To the extent permitted by law, LLFB agrees to indemnify, defend, and hold harmless the Town from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) LLFB's use and occupancy of the Site, (ii) any work done by or on behalf of LLFB on the Site, (iii) LLFB's negligence or willful misconduct, and/or (iv) LLFB's breach or default of any of the terms of this Agreement, provided however, LLFB's obligations under this section shall not extend to any claims, actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of the Town.

Section 8: Hazardous Substances. LLFB will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

Section 9: Compliance with Laws. LLFB covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site and shall seek to name the Town as an additional named insured on such policies.

Section 10: No Mechanics Liens. LLFB will not permit any mechanics or other liens to be filed against Town's interest in the Site as a result of any work performed for or obligations incurred by LLFB. LLFB will indemnify the Town for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

Section 11: Subordination of Ground Lease. LLFB shall not subordinate the **Ground Lease** or any interest thereunder to the lien of any mortgage, deed to secure debt or other security agreement encumbering the Town's interest in the Property or any portion thereof (each, a "Fee Mortgage") without the prior written consent of the Town.

Section 12: Anti-subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

Section 13: Improvements and Alterations. Major improvements and alterations must be approved by the Town. LLFB agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of the Town upon the termination of this Agreement.

Section 14: Condition of Site. LLFB has examined the Site and accepts the Site in its current condition “as is” and “with all faults.” Except as expressly set forth herein, the Town makes no representation or warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition. LLFB acknowledges that LLFB has not relied on any representations or warranties by the Town in entering this Agreement.

Section 15: Default. The following shall each constitute an “Event of Default” by LLFB:

- a. LLFB fails to make any required payment due under this Agreement.
- b. LLFB fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- c. LLFB files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.

Section 16: Termination. Upon the occurrence of an Event of Default by Tenant which continues for a period of 28 days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord’s rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

Section 17: Surrender of the Site. LLFB shall return the Site to the Town upon termination or expiration of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 28 days following the termination or expiration of this Agreement, LLFB will remove all equipment, materials, fixtures and other personal property belonging to LLFB from the Site. Any property left on the Site after 28 days following the termination of this Agreement will be deemed to have been abandoned by LLFB and may be retained by the Town.

Section 18: Condemnation. In the event that all or a material portion of the Site necessary for LLFB’s Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect.

Section 19: Assignment and Subletting. LLFB will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without the Town’s written consent.

Section 20: Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent

via certified or registered mail, addressed to the Town or LLFB at the then current address or to another address that either Party may designate upon reasonable notice to the other Party.

Section 21: No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

Section 22: Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

Section 23: Governing Law and Disputes. The terms of this Agreement shall be governed exclusively by the laws of the State of North Carolina, without regards to its conflicts of laws rules. Any dispute arising from this Agreement shall be resolved in the courts of Rutherford County.

Section 24: Attorney's Fees. If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

Section 25: Amendment. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

Section 26: Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

Section 27: Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

Section 28: Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on the date hereinabove written.

(SIGNATURES ON NEXT PAGE)

THE TOWN OF LAKE LURE

Carol Pritchett, Mayor

ATTEST:

Olivia Stewman, Clerk

NORTH CAROLINA
RUTHERFORD COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that Carol Pritchett, Mayor of the Town of Lake Lure, and Olivia Stewman, Town Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for himself that he/she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol Pritchett, Mayor and Olivia Stewman, Town Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the ____ day of _____ 2023.

(SEAL)
Notary Public

Print Name of Notary

My Commission Expires: _____

LAKE LURE FLOWERING BRIDGE, INC.

_____ (seal) Title: _____.

Attest: _____
Secretary

=====

(NOTARY ON NEXT PAGE)

State of North Carolina

County of Rutherford

I, _____, a Notary Public of Rutherford County, North Carolina, do hereby certify that _____ (name of corporate officer) personally came before me this day and acknowledged that he/she is _____ (title of corporate officer) of _____, a corporation, and that he/she, as _____ (title of officer), being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

(Official Seal)

My commission expires: _____
=====

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STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

LEASE AND AGREEMENT
With
**The Rutherford County Tourism Development
Authority**

THIS LEASE AGREEMENT (the "Lease"), made and entered into as of the ___ day of _____, 2023 by and between the TOWN OF LAKE LURE, a municipal corporation, party of the first part, "Landlord", (hereinafter also referred to as the "Town"); and the RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY, party of the second party, "Tenant" (hereinafter also referred to as the "TDA").

WITNESSETH

Whereas, the Town is a municipal corporation established under the laws of the State of North Carolina; and TDA is a political subdivision of the State of North Carolina charged with developing tourism throughout Rutherford County, including in and for the Town of Lake Lure; and

Whereas, TDA, in fulfilling its mission to promote the growth of tourism for and in Rutherford County in accordance with N.C. Session Law 2011-115, desires to operate a facility, located in the Town, for the express purposes of: providing a location for TDA to **fulfill** this mission and for such other related purposes as TDA feels is in the best interest of fulfilling this mission (the "Visitor Center"); and

Whereas, the Town agrees with this goal of developing tourism and desires to lease space to TDA for the purpose of TDA operating such a Visitor Center; and

NOW, THEREFORE, for and in consideration of their mutual covenants, the Town hereby leases to the TDA, and the TDA hereby leases from the Town, the building commonly known as the Community Center, situated at 2932 Memorial Highway, Lake Lure, NC 28746 (hereinafter the "Premises"), for the express purpose of operating a Visitor Center and an office for TDA, upon the terms, conditions and covenants as set forth herein:

1. Term of Lease. This Lease is for a term commencing on _____, 2023, and ending on _____, 2028, unless sooner terminated as hereinafter provided (the "Term"). If at any time the Visitor Center remains closed and unavailable to the public for a period of thirty (30) consecutive days, the same shall be considered a breach of this agreement and the Town shall send written notice to the TDA, as provided hereinbelow, of the breach, upon receipt after which the TDA shall have sixty (60) days to cure the breach by opening the Visitor Center on the Premises (the "Cure Period"). If the TDA fails to open the Visitor Center during the Cure Period, then this Lease shall terminate thirty (30) days after the Cure Period.

2. Rent. Beginning on the first day of the Term and then on the first day of July of each year subsequent, the TDA will be obligated to pay to the Town annual rent in the amount of \$1.00 (one dollar and zero cents). In the event TDA fails to pay the rent as provided herein, the Town shall send Notice of the breach to TDA as provided hereinbelow, and TDA shall have thirty (30) days to pay said rent. Should TDA continue to be in breach of this provision after the thirty (30) days have expired, then this Lease shall be considered terminated, and the Town may send notice to vacate the Premises to TDA at any time in its sole and complete discretion.

3. Option to Renew. The Tenant and Town shall have the option to renew this lease agreement for one (1) additional term of five (5) years (the "Option"), for a total potential term of this Lease of ten (10) years. The Option will be deemed exercised automatically unless either party delivers written notice as provided hereinbelow to the other party of its decision not to exercise or agree to the Option. This decision not to agree to the Option shall be sent to the other party no later than

ninety (90) days prior to the termination of the original Term. If either party is in breach of this Lease at this time, then that party may not object to the other party's decision to exercise the Option. Either party, so long as that party is not in breach of this Lease, has the right to elect to not exercise the Option as provided herein, with or without cause.

4. Operation of the Visitor Center

(a) TDA agrees to operate the Visitor Center in accordance with the Visitor Center Mission and Vision Statements, which are as follows:

Mission & Purpose

The mission of the Hickory Nut Gorge Visitor Center is to accommodate the needs of our visitors in cooperation with surrounding communities by:

- *promoting the area*
- *showcasing our history and heritage*
- *highlighting our family-oriented destinations*
- *sharing our welcoming spirit*

Vision Statement

The Hickory Nut Gorge Visitor Center is an attractive and engaging destination that provides information regarding attractions, accommodations, restaurants and other things to see and do. This fosters overnight stays, encourages return visits and invites potential residents. As a result, social, cultural and economic vitality is enhanced not only in the Hickory Nut Gorge, but also throughout Rutherford County and the region.

(b) Information provided in the Visitor Center on tourist amenities like attractions, lodging and dining, will not be limited solely to Rutherford County businesses.

(c) TDA will utilize their established branding and signage, which is subject to modification by the TDA. Currently, this includes "*Lake Lure & The Blue Ridge Foothills*" and the "*Front Porch of the Blue Ridge*" campaign. In signs and references to the Visitor Center, the TDA will include the reference "*Serving the Hickory Nut Gorge.*"

(d) TDA shall maintain a regular forum for area tourism businesses to provide feedback and recommendations on Visitor Center services through the TDA's Visitor Information Network (VIN) subcommittee. TDA shall appoint

(2) members of the Hickory Nut Gorge Chamber of Commerce to the VIN subcommittee.

5. Utilities

(a) TDA shall pay all of the monthly charges for electricity attributable to the premises.

(b) The Town shall provide water and sewer utility service at no charge to TDA.

(c) The Town shall make available a fiber optic broadband internet connection for use at no cost by TDA. TDA shall be responsible for the purchase of any equipment necessary for this connection.

(d) The Town shall make available voice-over-IP telephone services for use at no cost by TDA. TDA shall be responsible for the purchase of phones and any necessary networking equipment.

(e) The Town shall, from time to time, upon request from TDA, join in the granting of such utility easements as may be reasonably necessary to service TDA's requirements on the Premises.

6. Repairs, Maintenance and Cleaning.

(a) TDA shall be responsible for the maintenance of the interior of the building on the Premises and shall keep said interior in good condition and ordinary repair as when received, ordinary wear and tear excepted. Said interior maintenance shall include regular custodial servicing and cleaning and pest control.

(b) TDA shall be responsible for all repairs to permanent leasehold improvements, including, but not limited to, structural, mechanical, HVAC, exterior including doors, foundation repairs and repairs to the roof, as well as repairs as required because of water entering the Premises from the roof of other parts of the building or from other causes not under the control of the Town.

(c) TDA shall each make all necessary repairs and replacements of the portions of the Premises which they are required to maintain and repair as aforesaid, and all repairs and replacements shall be diligently commenced and completed.

(d) The Town shall be responsible for snow removal and parking lot maintenance.

7. Insurance.

(a) TDA shall carry throughout the Term, at its own expense, an Owners, Landlords, and Tenants General Public Liability Policy covering both the Town and the TDA with minimum limits of \$1,000,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$1,000,000. Certificate evidencing such as insurance shall be furnished to the Town, and TDA will deliver to the Town certificates of renewal of such policy not less than ten (10) days in advance of the expirations thereof; such policy shall not be subject to cancellation without at least ten (10) days prior written notice to the Town.

The TDA shall cooperate and carry throughout the Term, a Policy for flood insurance covering both the Town and the TDA with minimum limits sufficient to cover the cost of replacing the Visitor Center in the event of a flood. TDA will obtain the policy on behalf of the Town and TDA. Certificate evidencing such insurance shall be furnished to the Town, and TDA will deliver to the Town certificates of renewal of such policy not less than ten (10) days in advance of the expirations thereof, at which time Town shall reimburse TDA for one-half (1/2) of the cost of the said policy; such policy shall not be subject to cancellation without at least ten (10) days prior written notice to the Town.

(b) TDA shall maintain and keep in force all employers' compensation insurance required under the laws of the State of North Carolina, and such other insurance as may be necessary to protect the Town against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution thereof.

(c) Should the TDA fail to keep in effect and pay for such insurance as it is in this section required to do, the Town may do so, in which event the Town may send receipt of the insurance premiums paid by the Town to TDA at the address shown under

the Notice section herein, and such premiums paid shall become immediately due and payable by TDA to the Town. Failure of TDA to reimburse such insurance premiums within thirty (30) days shall constitute a breach of this Lease.

(d) TDA shall secure appropriate fire, theft and casualty insurance coverage on any and all of its contents situated upon said Premises and any and all improvements it makes to said Premises.

(e) The Town shall maintain and carry, throughout the Term at its own expense, hazard insurance on the Premises insuring against loss or damage by fire, earthquake, vandalism, and other perils in the amount of the replacement value of the Premises and any leasehold improvements thereto. The TDA shall be named as an additional insured as to any leasehold improvements made by the TDA, if any, pursuant to the terms of this Lease Agreement.

8. Fixtures

TDA shall have the right to remove Town-authorized improvements that it makes and fixtures that it adds to the Premises at such time as the Lease, or any renewal or extension thereof, concludes or is terminated; provided, however, that:

(a) The Premises are left in as good a state as when received, reasonable wear and tear and damage by fire or other casualty excepted;

(b) No portion of the Community Center shall be demolished or removed by TDA without the prior, express written consent of the Town; and

(c) Such removal shall be performed in a satisfactory manner and not weaken or impair the structural strength of the Community Center or any portion of the Premises.

Failure to remove such improvements or fixtures on or before the final day TDA holds possession of the Premises shall not be deemed a holding over under the terms of this Lease but shall be deemed an abandonment of the improvements or fixtures, and TDA shall not then incur any costs for the removal thereof. Nothing in this paragraph 8 shall permit TDA to seek or compel reimbursement from the Town for the Project but is intended by the parties hereto to permit TDA to remove and

take its equipment and personal property whether or not attached to the Visitor Center.

9. Assignment. TDA shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein or sublet the Premises or any part thereof or permit the use of the same or any part thereof not anyone without the prior written consent of the Town.

10. Damage to Premises

(a) If the improvements on the Premises shall be damaged or destroyed by fire or by any other hazard insured by hazard insurance, then the party responsible for such damage through insurance coverage as set forth in paragraph 7 above shall work with such insurance company to effect such repairs or restore said improvements to substantially the same condition which existed before such damage or destruction.

(b) Since the annual rent is \$1.00, in the event that any damage from the causes aforesaid shall render the Premises totally or partially unusable for TDA's purposes under this Lease shall not be abated in proportion to the loss of effective use of the Premises.

(c) If the destruction or damage amounts to more than seventy-five percent (75%) of the insurable value of the Premises, then either party may terminate this Lease by written notice to the other party within thirty (30) days after the date of such occurrence. Provided, however, that this Lease shall not thereby terminate if the damage shall have resulted from a hazard included in standard fire and extended coverage insurance and if TDA shall, within said thirty (30) day period, or within ten (10) days after notice of termination by the Town, send the Town written notice of its election to continue this Lease commencing four (4) weeks after the date that restoration by the Town shall be completed and available to the TDA for the conduct of its business. In the event of any termination under this paragraph (c), this Lease shall terminate as of the date of the occurrence, and the rent and all other payments owing or already paid by the TDA shall be adjusted as of said date.

11. Indemnification of Town.

TDA during the term hereof shall indemnify the Town against all claims and demands, whether for injuries to persons, loss of life, or damage to property occurring with the Premises and arising out of the use and occupancy of the Premises by TDA, excepting, however, such claims and demands caused by acts or omissions of the Town. Nothing contained in this section

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shall, however, detract from TDA's rights to protection under the liability insurance policy to be paid for by TDA as specified in paragraph 7 hereof.

12. Default.

If at any time during the term or extensions of this Lease there shall be a default within the provisions of this Agreement, except as stated in paragraph 1 and if TDA fails to cure such default within the Cure Period, then the Town may remedy or attempt to remedy any such default or other noncompliance and expend any sums necessary therefore at the cost and expense of TDA, and the sums so expected shall be payable to the Town on demand with lawful interest thereon and may be added by the Town to any rents or other sums due or to become due hereunder. On termination, the Town may recover from TDA all damages proximately resulting from the breach, including the worth of the balance of the Lease over the reasonable rental value for the Premises for the remainder of the Lease term, which such shall be immediately due the Town from TDA.

13. Notice.

It is agreed that all notices regarding this Lease shall be sent by certified or registered mail to:

If to Town:

The Town of Lake

Lure

If to TDA:

Rutherford County Tourism Dev. Auth.

Either party may designate by written notice to the other party a change in address to which notices may be directed to said party.

14. Other Matters.

(a) The failure by the Town to insist upon the strict performance of any agreement, term, or condition of this Lease or to exercise any right or remedy consequent upon an unremedied breach thereof, and the acceptance of full or partial rent during the continuance of any unremedied breach, shall not constitute a waiver of any such unremedied breach or the performance of such agreement, term, or condition of this Lease to be performed or complied with by TDA, and no unremedied breach thereof shall be deemed waived, altered, or modified except by written instrument executed by the Town. The waiver of any breach shall not affect or alter this Lease, but each and every agreement, term or condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each right and remedy of the Town provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity, by statute or otherwise and the exercise or beginning of the exercise by the Town of any one or more of the rights or remedies provided for in this Lease as now or hereafter existing at law or in equity, by statute or otherwise, shall be precluded the simultaneous or later exercise by the Town of any or all other rights or remedies for any then existing breach which has not then been remedied or in the course of being remedied provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

(c) In the event of default, the Town shall use its best efforts to mitigate damages.

(d) All parties hereto agree that in no event shall either the Town or the TDA be

liable or responsible to each other, or to other persons, due to any stoppage or delay in operation of the Visitor Center or in any work contemplated by the Project, where such stoppages or delays result from acts of God, fire, war, legal, or equitable proceeding, pandemic, or any other cause which is outside the control of either party hereto.

(e) It is agreed by the parties hereto that visitors and TDA volunteers and employees to the Visitor Center shall have the right to park in parking lots owned by the Town. The Town will be solely responsible for maintenance of any said parking lots.

14. No Waiver of Immunity. No portion of this Lease shall be deemed to constitute a waiver of any immunities which the Town or the TDA or their officers or employees may possess, nor shall any portion of this Lease be deemed to have created a duty of care on the part of either party to any persons not a party to this Lease.

15. Non-Appropriation.

No portion of this Agreement shall be deemed to create an obligation on the part of TDA or Town to expend funds not otherwise appropriated in each succeeding year.

16. Entire Agreement.

This Lease sets forth all the promises, agreements, conditions, and undertakings between the Town and TDA relative to the Premises, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written expressed or implied, between them varying the terms of this Lease.

17. Severability.

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement is for any reason held or decided to be invalid or unconstitutional, such a decision shall not affect the validity of the remaining portions. The parties hereto declare that they would have entered into this Agreement and each and every section, subsection, paragraph, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, or

phrases might be declared to be unconstitutional or invalid.

18. Amendments and Termination.

This Lease shall be modified, altered, amended, or changed, only by written instrument executed by all the parties hereto. The parties hereto may agree to terminate this Lease at any time by written instrument executed by all the parties hereto.

19. Obligations and Successors.

The Town and TDA agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

20. Expiration of Lease.

Upon termination or expiration of this Lease or the Option period, as appropriate, or any extension or renewal thereof, TDA shall deliver to the Town physical possession of the Premises in as good condition as the Premises are at the commencement of the Term, ordinary wear and tear and damage by fire or other casualty excepted. The Town acknowledges it is contemplated by the Lease that alterations may be made to the Premises as set forth herein.

21. Governing Law.

This contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina. TDA shall comply with all applicable federal, State, and local laws, statutes, ordinances and regulations including, but not limited to, the Omnibus Transportation Act of 1991 and its implementing regulations.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, said parties have hereunto executed this Agreement and Lease, in duplicate, the day and year first above written.

TOWN OF LAKE LURE

By: _____
Carol Pritchett, Mayor

ATTEST:

Olivia Stewman
Town Clerk

APPROVED AS TO FORM:

William C. Morgan, Jr.
Town Attorney

RUTHERFORD COUNTY TOURISM
DEVELOPMENT AUTHORITY

By: _____

By: _____

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IX

NEW BUSINESS

- A. Request for Town Council Permission to Dredge Around Lake Structure Located at 104 Quail Cove Road
- B. Request for Town Council Permission to Dredge Around Lake Structure Located at 191 Lakeview Road
- C. Request for Town Council Permission to Dredge Around Lake Structure Located at 255 Deerwood Drive
- D. Request for Town Council Approval to add Fill for Maintenance of Rumbling Bald Resort Beach Located at 153 Mountains Boulevard
- E. Board Member Appointments
- F. Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA
- G. Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000

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

Meeting Date: February 14, 2023

SUBJECT: Request for Town Council Approval to Dredge around a Lake Structure
Located at 104 Quail Cove Road

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: A

Department: Community Development

Contact: Michael Williams, Community Development Director

Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Section 6-61(1) of the Town of Lake Lure Code of Ordinances states that any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline is prohibited. Odom Engineering has requested written approval from Town Council to dredge around a lake structure located at 104 Quail Cove Road.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve authorization of written approval from Town Council to allow dredging around the lake structure located at 104 Quail Cove Road.

ATTACHMENTS:

Odom Engineering Request Letter

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the authorization of written approval from Town Council to allow dredging around the lake structure located at 104 Quail Cove Road.

January 25, 2023

Lake Lure Town Council
2948 Memorial Hwy
Lake Lure, NC 28746
(828) 625-9983

Attn: Lake Lure Town Council

Good day! Please consider this request for written approval to dredge around the lake structure located at 104 Quail Cove Rd. Sediment fill has resulted in the inability to float a boat within the boathouse.

The dredging will actually be digging on dry lake bottom during the lake drawdown period. We propose to use a small excavator, brought to the site by barge, to dig to a depth not to exceed the original lake bottom prior to sediment fill. This will be determined by digging no further than the non-compacted sediment level. The spoils will be loaded on the barge and removed from the lake. The disturbed area will be no greater than 35' x 30' (10' X 20') as shown on the attached site plan.

The project is planned to begin after obtaining Town approval and to be completed by March 31st 2023. It is understood that the contractor and property owner will be responsible for 1) conducting the project in accordance with Town approval, 2) for providing evidence of project approval from NCDEQ, 3) for taking whatever measures necessary to prevent removed sediment from entering the waters of Lake Lure, and 4) contacting the Community Development Department for an inspection within 24 hours of completing dredging project.

Thank you for your review and consideration of this request.

Sincerely,



David Odom, P.E.
Odom Engineering, PLLC

Contractor:
Jay Freeman
PO Box 155, Bat Cave, NC 28710
(828) 243-5152

cc: On File

Site Plan for dredging project at 104 Quail Cove Rd (PIN 1616575)



Applicant signature: Jay Freeman IV

Date: 1/25/2022

On behalf of property owner name: JAY FREEMAN IV

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

Meeting Date: February 14, 2023

SUBJECT: Request for Town Council Approval to Dredge around a Lake Structure
Located at 191 Lakeview Road

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:

Section 6-61(1) of the Town of Lake Lure Code of Ordinances states that any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline is prohibited. Odom Engineering has requested written approval from Town Council to dredge around a lake structure located at 191 Lakeview Road.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve authorization of written approval from Town Council to allow dredging around the lake structure located at 191 Lakeview Road

ATTACHMENTS:

Odom Engineering Request Letter

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the authorization of written approval from Town Council to allow dredging around the lake structure located at 191 Lakeview Road.

January 25, 2023

Lake Lure Town Council
2948 Memorial Hwy
Lake Lure, NC 28746
(828) 625-9983

Attn: Lake Lure Town Council

Good day! Please consider this request for written approval to dredge around the lake structure located at 191 Lakeview Road. Sediment fill has resulted in the inability to float a boat within the boathouse.

The dredging will actually be digging on dry lake bottom during the lake drawdown period. We propose to use a small excavator, brought to the site by barge, to dig to a depth not to exceed the original lake bottom prior to sediment fill. This will be determined by digging no further than the non-compacted sediment level. The spoils will be loaded on the barge and removed from the lake. The disturbed area will be no greater than 35' x 30' (10' X 20') as shown on the attached site plan.

The project is planned to begin after obtaining Town approval and to be completed by March 31st 2023. It is understood that the contractor and property owner will be responsible for 1) conducting the project in accordance with Town approval, 2) for providing evidence of project approval from NCDEQ, 3) for taking whatever measures necessary to prevent removed sediment from entering the waters of Lake Lure, and 4) contacting the Community Development Department for an inspection within 24 hours of completing dredging project.

Thank you for your review and consideration of this request.

Sincerely,



David Odom, P.E.
Odom Engineering, PLLC

Contractor:
Jay Freeman
PO Box 155, Bat Cave, NC 28710
(828) 243-5152

cc: On File

Site Plan for dredging project at 191 Lake View Rd (PIN 230385)



Applicant signature: Jay Freeman IV

Date: 1/25/2022

On behalf of property owner name: JAY FREEMAN IV

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

Meeting Date: February 14, 2023

SUBJECT: Request for Town Council Approval to Dredge around a Lake Structure
Located at 255 Deerwood Drive

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: C

Department: Community Development

Contact: Michael Williams, Community Development Director

Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Section 6-61(1) of the Town of Lake Lure Code of Ordinances states that any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline is prohibited. Odom Engineering has requested written approval from Town Council to dredge around a lake structure located at 255 Deerwood Drive.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve authorization of written approval from Town Council to allow dredging around the lake structure located at 255 Deerwood Drive

ATTACHMENTS:

Odom Engineering Request Letter

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the authorization of written approval from Town Council to allow dredging around the lake structure located at 255 Deerwood Drive.

February 7, 2023

Lake Lure Town Council
2948 Memorial Hwy
Lake Lure, NC 28746
(828) 625-9983

Attn: Lake Lure Town Council

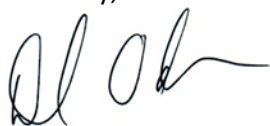
Good day! Please consider this request for written approval to dredge around the lake structure located at 255 Deerwood Drive. Sediment fill has resulted in the inability to float a boat within the boathouse.

The dredging will actually be digging on dry lake bottom during the lake drawdown period. We propose to use a small excavator, brought to the site by barge, to dig to a depth not to exceed the original lake bottom prior to sediment fill. This will be determined by digging no further than the non-compacted sediment level. The spoils will be loaded on the barge and removed from the lake. The disturbed area will be no greater than 35' x 30' (10' X 20') as shown on the attached site plan.

The project is planned to begin after obtaining Town approval and to be completed by March 31st 2023. It is understood that the contractor and property owner will be responsible for 1) conducting the project in accordance with Town approval, 2) for providing evidence of project approval from NCDEQ, 3) for taking whatever measures necessary to prevent removed sediment from entering the waters of Lake Lure, and 4) contacting the Community Development Department for an inspection within 24 hours of completing dredging project.

Thank you for your review and consideration of this request.

Sincerely,



David Odom, P.E.
Odom Engineering, PLLC

Contractor:
Jay Freeman
PO Box 155, Bat Cave, NC 28710
(828) 243-5152


cc: On File

Rutherford County



Approximate Area of
10' X 20' (200SF)

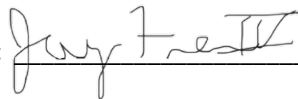
February 7, 2023

 Broad Rivers

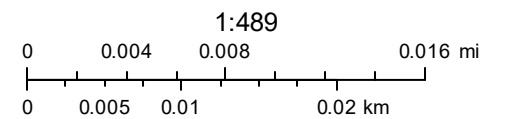
 Roads

 Parcels

Applicant Signature:



Date: 2/7/2023



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

Meeting Date: February 14, 2023

SUBJECT: Request for Town Council Approval to add fill for maintenance of Rumbling Bald Resort beach located at 153 Mountains Boulevard.

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: D

Department: Community Development

Contact: Michael Williams, Community Development Director

Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Section 6-61(1) of the Town of Lake Lure Code of Ordinances states that any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline is prohibited. Fairfield Mountains Property Owners (RBR) has requested written approval from Town Council to add fill for the purpose of re-sanding existing resort beach located at 153 Mountains Boulevard.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve authorization of written approval from Town Council to allow applying 150-200 tons of sand, to the beach area at and above the normal shoreline of 990.5 MSL, for the maintenance of existing beach located at 153 Mountains Boulevard.

ATTACHMENTS:

October 26, 2022 Allowance Notice from US Army Corps of Engineers, site plan and written request from RBR.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the authorization of written approval from Town Council to allow beach sand fill on the upland portion of the beach located at 153 Mountains Boulevard.

Michael Williams

From: Boggs, Brandee C CIV USARMY CESAD (USA) <Brandee.C.Boggs@usace.army.mil>
Sent: Wednesday, October 26, 2022 1:59 PM
To: Michael Williams
Subject: update on sand beaches

Follow Up Flag: Follow up
Flag Status: Flagged

Mike, I have consulted with multiple agencies and colleagues and we decided since the sand beaches are already in place, we will allow the TOLL to continue the practice of re-sanding the beaches to the minimum amount. I would appreciate a simple heads up each time so I can at least keep track of how often and approximately how much for each beach.

I would like to work with the TOLL to determine how we can prevent any new sand beaches by both the TOLL and residents as this practice is not permissible under any NWP or RGPs and would not be allowed without going through the Individual Permitting process.

I know you wanted this to be a quick and simple answer, but it is not. I hope this helps you and TOLL determine your next steps.

Kindest Regards,
Brandee Boggs (she/her)
Regulatory Specialist

Work Hours: Tues-Thurs 930a.m-6pm
828.271.7980 x 4224

US Army Corps of Engineers
Wilmington District, Asheville Field Office
151 Patton Avenue, Suite 208
Asheville, NC 28801

Site Plan for sand re-nourishment



From: Liz Geary <lgeary@rumblingbald.com>
Sent: Thursday, January 19, 2023 8:42 AM
To: Michael Williams <MWilliams@townoflakelure.com>
Cc: Jeff Geisler <jgeisler@rumblingbald.com>
Subject: Rumbling Bald - Beach Sand

Good morning,

We will need to replenish the sand at our beach this spring after our dredging project is finished. I spoke with Rick after the Zoning & Planning meeting on Tuesday, and he suggested that I send this information over to you. He let me know that you would need to take this to the Council for approval.

I've attached a picture of the beach area, and 150-200 tons of sand will be applied. Rick didn't mention an application or anything else that would be needed for approval. If there is anything else you need, just let me know. I'll get it right over to you!

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

Meeting Date: February 14, 2023

SUBJECT: Board Member Appointments

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: E

Department: Administration

Contact: Olivia Stewman, Town Clerk

Presenter: Olivia Stewman, Town Clerk

BRIEF SUMMARY:

Town Council will appoint members to serve three year terms on the following boards:

- ABC Board
- Board of Adjustment / Lake Structure Appeals Board
- Lake Advisory Board
- Parks and Recreation Board
- Zoning and Planning Board

ATTACHMENTS:

Ballots for Each Board; Volunteer Board Applications

ABC BOARD

**LAKE LURE ABC BOARD
(Three Year Appointment)**

List of candidates to be considered to fill three regular position on the ABC Board with a term expiring in 2026.

Candidates currently serving as regular members seeking reappointment:

1. Bob Cassano
2. Richard Sayles

Candidates not currently serving on the Board seeking appointment:

1. Trace Boswell

Name of Candidate for Position #1 _____
Term Expiring: 2026

Name of Candidate for Position #2 _____
Term Expiring: 2026

Name of Candidate for Position #3 _____
Term Expiring: 2026

Signature of Commissioner: _____
Date: February 14, 2022



VOLUNTEER APPLICATION FORM

Name: Bob Cassano
Address: 119 Rome Ct Lake Lure Resident for _____ years
Home Phone: — Cell Phone: 561-676-2450 Email: groceryman040456@gmail
Employer: Retired Address: _____

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

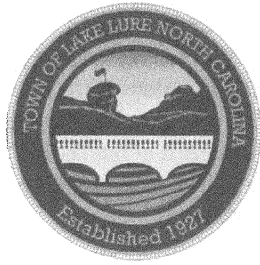
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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: SERVED for 3 YEARS on ABC Board.

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

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

Signature: [Handwritten Signature] Date: 12-6-2022



VOLUNTEER APPLICATION FORM

Name: RICHARD SAYLES
Address: 122 HARRIS RD Lake Lure Resident for 5 years
Home Phone: _____ Cell Phone: 704-577-6162 Email: RICHARD.SAYLES13@GMAIL.COM
Employer: SELF Address: _____

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

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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: RENEW TERM

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

LAB

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

Signature: Richard Sayles Date: DECEMBER 5 2022



VOLUNTEER APPLICATION FORM

Name: Tracy "TRACE" Boswell
 Address: 395 Golden Ridge Dr Lake Lure Resident for 4 + years
 Home Phone: NA Cell Phone: 954-325-7571 Email: tboswell62@gmail.com
 Employer: retired Address: _____

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

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|---|----------------------------|--------------------------|--------------------------------|-------------------------------------|------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: To support the Town of Lake Lure where I am able to use my professional background of an Operations Manager, understanding business practices, financial and people.

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

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

see attached resume

Signature: [Handwritten Signature] Date: 1-26-23

Trace Boswell
Lake Lure, North Carolina
954-325-7571
Tboswell62@gmail.com

EXPERIENCE

2019	Retired
2006 – 2018	Grabber U.S. South Division Operations Manager Midwest Region Missouri Region Texas Region Florida Region S. California Region 13 locations – 78 employees \$64 Million Annual Sales \$6.7 Million Annual Net Income \$18 Million Asset Base 32.6 % Return on Assets
1993 – 2006	Grabber Florida Regional Operations Manager 10 locations – 65 employees Business grew from \$10 Million Annual Sales \$600,000 Operating Income to \$40 Million Annual Sales \$4.3 Million Operating Income \$14.5 Million Asset Base 30 % Return on Assets
1987 – 1993	Grabber Ft. Myers Ft. Myers, FL Branch Manager
1985 – 1987	Grabber Austin Austin, TX Branch Manager
1983 – 1985	Grabber Pacific Honolulu, HI Sales Representative
1980 – 1983	Boswell Construction Mexico, MO Construction Worker

Responsibilities: Manage the asset base of a group of branches: including personnel, inventory, A/R, A/P, and physical assets. Develop business plan and operating income goals, Division performance and goal achievement.

Work conjointly with Division Sales Manger in establishing customer price strategies, customer terms/conditions, and sales team incentive commissions and spiffs.

2005 Regional Operations Manager of the Year
Fiduciary Committee Member

Grabber is an international distributor of quality products for construction professionals.

EDUCATION

Bachelor of Science in Business Administration, 2003 – Barry University
Miami Shores, FL

International College 1992
Ft. Myers, FL

Edison Community College 1988
Ft. Myers, FL

Central Missouri State University 1978 - 1980
Warrensburg, MO

Married to Deanne 42 years
2 son's Justin 35 and Sean 26
2 Grandson's

**BOARD OF ADJUSTMENT
/ LAKE STRUCTURE
APPEALS BOARD**

**BOARD OF ADJUSTMENT / LAKE STRUCTURES APPEAL BOARD
(Three Year Appointment)**

List of candidates to be considered for appointment to fill one regular position and one alternate position with terms expiring 2026.

Candidates currently serving on the board seeking reappointment:

1. Wyn Hardy
2. Kimberly Sayles

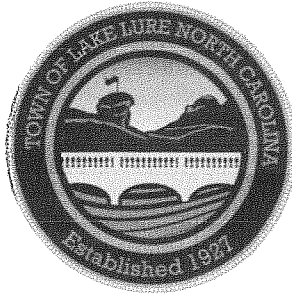
Candidates not currently serving on the board to be considered for appointment:

1. Cheryl Daugvila
2. Marcus Daugvila

Name of Candidate for Regular Position #1 _____
Term Expiring: 2026

Name of Candidate for Alternate Position #2 _____
Term Expiring: 2026

Signature of Commissioner: _____
Date: February 14, 2023



VOLUNTEER APPLICATION FORM

Name: WYN HARDY
Address: 218 ASA GRAY DR. Lake Lure Resident for 12 years
Home Phone: _____ Cell Phone: 828-429-1113 Email: WYN711@HOTMAIL.COM
Employer: NA - RETIRED Address: NA

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

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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: I PREVIOUSLY SERVED AS CHAMBER BOARD
PRESIDENT + TREASURER, WORKING CLOSELY WITH KEVIN DOOLEY. HE SUBSEQUENTLY BECAME
MAYOR AND ASKED IF I WOULD SERVE ON THESE BOARDS. TOWN COUNCIL VOTED ME IN ON 1/18.
AM CURRENTLY SERVING AS VICE-CHAIR.

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

LAKE LURE FLOWERING BRIDGE - TREASURER

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

Signature: Wyn Hardy Date: 1/18/23

Wyn Hardy – Personal & Business Profile

July 10, 2011

General

- Age 62
- Grew up in Philadelphia, northern NJ and northeast Ohio
- Lived in Greenville SC – 17 years, Aurora OH - 20 years, Lake Lure - 1 year
- Married – 41 years, wife Chryst

Education

- Bethany College (WV) – BA, Economics
- Emory University (GA) – MBA

Community involvement

- Aurora Sports Boosters (OH) – President
- Aurora Schools Foundation (OH) – Charter Trustee
- John Knox Presbyterian Church (SC) – Elder

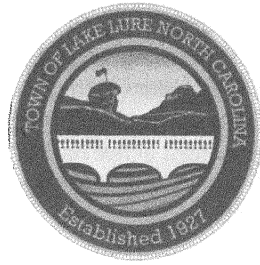
Business experience

- W.R. Grace & Co. (Cryovac Division) – market analyst, senior financial analyst, product manager
- Filmco Inc. – director of marketing
- Viskase Corporation – marketing manager
- American Gas Assn (Intl Approval Svces, AGA Quality) – sales & marketing manager
- Canadian Standards Assn (Quality Management Institute) – regional manager
- The Smithers Group (Smithers Scientific Services, Smithers Quality Assessments, Springborn Smithers Laboratories, Synomics Pharma Services) – director of marketing
- Paul Davis Emergency Services – owner

Summary

My business provides residential and commercial emergency services, primarily water/fire/smoke damage mitigation and mold remediation. The territory covers Rutherford and Cleveland Counties. Being new to the area, I have tried to get involved in the communities I serve and am a member of three Chambers – HNGCC, Rutherford County and Cleveland County. Because I love the Gorge area, I've devoted more time to developing relationships here and local work currently represents about 50% of my business volume.

I am presently renting a house off Charlotte Drive while awaiting the sale of our Ohio home. Should that ever actually occur, my wife will be in charge of finding us a permanent place. Although it is not centrally located within my territory, I, my sons and their families (they're in Charlotte) are heavily biased toward the Gorge. Regardless, I am committed to being active locally on both a business and personal basis and look forward to contributing to the area's growth and well-being in whatever capacity I can. Should that include HNGCC board membership, I would be both honored and dedicated to serve.



VOLUNTEER APPLICATION FORM

Name: Kimberly Sayles

Address: 122 Harris Rd Lake Lure Resident for 5 years

Home Phone: _____ Cell Phone 813-504-0123 Email: knely001@icloud.com

Employer: Self Address: 122 Harris Rd Lake Lure
Grafton Lodge

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

Board of
Adjustment & Lake
Structure Appeals
Board

Zoning & Planning
Board

Lake Advisory
Board

Parks & Recreation
Board

ABC Board

Rationale and qualifications for serving: renewal of term

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

Lake Structure appeal

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

Signature: Kimberly H Sayles Date: December 5, 2022



VOLUNTEER APPLICATION FORM

Name: MARIUS & CHERYL DAUGVILA

Address: 180 BLARNEY RD Lake Lure Resident for 2 years

Home Phone: 85195819 Cell Phone: 630.991.3631 Email: MDAUG17@GMAIL.COM

Employer: SELF-RETIRED Address: CHETATOTAL@GMAIL.COM

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

RE: DEMN

Board of Adjustment & Lake Structure Appeals Board

Zoning & Planning Board

Lake Advisory Board

Parks & Recreation Board

ABC Board

Utility Advisory Board

Rationale and qualifications for serving: MOM & EXPERIENCE IN CONSTRUCTION, CODES, PLANNING & MAINTENANCE BACKGROUND, 2 YEAR FULL TIME RESIDENT. (RE: CROSSING GUARD DUTY)

Other volunteer activities in which you are currently involved, including other Boards or Committees: FLOWERING BRIDGE VOLUNTEER, EARTH DAY CHAIR, NEIGHBORHOOD WATCH DOG + VOLUNTEER

Other information you feel might be pertinent, including current or prior occupation or resume: WE PROPOSE A CROSSWALK FROM THE FLOWERING BRIDGE TO THE SIDE WALK ON THE OTHER SIDE OF THE BRIDGE. THIS HELPS TOURISTS GET TO KADYLYNN'S SAFELY

Signature: _____ Date: _____

GALLERY CENTER

KAYUMAS

SIDEWALK

Memorial Hwy

Crossing Guard
Summer
Crosswalk
by Volunteer
Crossing Guards

PROPOSED
SUMMER
CROSSWALK
BY VOLUNTEER
CROSSING GUARDS

LAKE ADVISORY BOARD

**LAKE ADVISORY BOARD
(Three Year Appointment)**

List of candidates to be considered to fill two regular position on the Lake Advisory Board with terms expiring on 2026.

Candidates currently serving as regular members seeking reappointment:

- 1. Gary Hasenus
- 2. Mark Helms

Candidates not currently serving on the Board seeking appointment:

- 1. Charlie Nance

Name of Candidate for Position #1 _____
Term Expiring: 2026

Name of Candidate for Position #2 _____
Term Expiring: 2026

Signature of Commissioner: _____
Date: February 14, 2023



VOLUNTEER APPLICATION FORM

Name: Gary Hasenfus

Address: 138 Cardinal Road Lake Lure Resident for 25 years

Home Phone: _____ Cell Phone: 828 775-2550 mail: garyhasenfus@bellsouth.net

Employer: Retired Address: Ins. Broken 51 years

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

- Board of
Adjustment & Lake
Structure Appeals
Board
- Zoning & Planning
Board
- Lake Advisory
Board
- Parks & Recreation
Board
- ABC Board

* Two years of study @ Univ. South Fla. in Miami
biochemistry + biology with BS in mkt. 1966

Rationale and qualifications for serving: Have served the town since 1998

With lake projects. Joined LAC, now LAB in 2002 as dam
hydro Area Reports Started with Fish + Eco. in 2007 and Completed
2007-2011-2018 fish studies. Managed VWIN for several years.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
Will complete 2023 study already funded in May 2023. Need just
one more team to complete on-going projects.

Olympiad worker All years, Active Chapel member, managed Kmas tree
Sinking in lake 2007.
Other information you feel might be pertinent, including current or prior occupation or resume: annual

Managed two states, NC + SC with 13 offices for
Fidelity life of Dallas TX. Managed two states, Kansas
and Mo for Oscar Mfg Co.

Signature: Gary Hasenfus Date: 12-05-2022



VOLUNTEER APPLICATION FORM

Name: MARK HELMS
Address: 232 FIREFLY CV Lake Lure Resident for 25 years
Home Phone: 625-4692 Cell Phone: 429-4486 Email: SKILAKELURE@BELLSOUTH.NET
Employer: SELF Address: 470 MEMORIAL HIGHWAY

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

- | | | | | |
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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: I'm A LICENSED CAPTAIN, HAVE LIVED AND BOATED
ON THIS LAKE FOR OVER 25 YRS, MY WIFE & I HAVE RAISED OUR KIDS HERE, CARE ABOUT
THE LIVELIHOOD, SLIGHT GROWTH, AND MAKING THIS A JOYFULL PLACE TO LIVE. I ALSO
WANT TO PROTECT THE LAKE IN EVERYWAY.

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

NONE

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

I HAVE (WITH MY WIFE (PENDING)) OWNED & RUNNED THE LAKE LURE ADVENTURE
COMPANY SINCE 2003, I PROBABLY HAVE OVER 3 OR 4 THOUSAND HOURS ON THIS
LAKE. ETC.

Signature: [Handwritten Signature] Date: 12-3-22



VOLUNTEER APPLICATION FORM

Name: Charlie Nance

Address: 213 N Shore Dr Lake Lure Resident for 3 years

Home Phone: — Cell Phone: 704-929-0424 Email: bethw@nance@gmail.com

Employer: Brights Creek Address: Mill Spring

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

- Board of
Adjustment & Lake
Structure Appeals
Board
- Zoning & Planning
Board
- Lake Advisory
Board
- Parks & Recreation
Board
Preference
- ABC Board

Rationale and qualifications for serving: I have an extensive history in construction, plumbing, electrical and currently work part time as the Building Engineer at Brights Creek Golf Resort.
Prior to moving to this area, I have owned my own business as a contractor and repairs.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
None at present

Other information you feel might be pertinent, including current or prior occupation or resume:
I served as a Town Commissioner for the Town of Lake Valley - NC for several years prior to moving to Tryon in 2013. I served as the Town Sewer & Water Commissioner.
I would welcome the opportunity to work for the betterment of Lake Lure and serve this beautiful community.

Signature: Charlie Nance Date: 1/30/23

PARKS AND RECREATION BOARD

**PARKS AND RECREATION BOARD
(Three Year Appointment)**

List of candidates to be considered to fill three regular positions and one alternate position with terms expiring on 2026.

Candidates currently serving as regular members seeking reappointment:

1. Moe Bay
2. Bill Massey
3. James Walters

Candidates not currently serving on the Board seeking appointment:

1. Diane Ban
2. Cheryl Daugvila
3. Marius Daugvila
4. Ozzie McFarland
5. Charlie Nance
6. Brian Proctor

Name of Candidate for Regular Position #1 _____
Term Expiring: 2026

Name of Candidate for Regular Position #2 _____
Term Expiring: 2026

Name of Candidate for Regular Position #2 _____
Term Expiring: 2026

Name of Candidate for Alternate Position #3 _____
Term Expiring: 2026

Signature of Commissioner: _____
Date: February 14, 2023



VOLUNTEER APPLICATION FORM

Name: MOE BAY

Address: 193 DEER TRAIL, LL Lake Lure Resident for 12 years

Home Phone: _____ Cell Phone: (732) 804-0876 Email: LAKELUREBAY@gmail.com

Employer: RETIRED Address: _____

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

- Board of
Adjustment & Lake
Structure Appeals
Board
- Zoning & Planning
Board
- Lake Advisory
Board
- Parks & Recreation
Board
- ABC Board

Rationale and qualifications for serving: I HAVE SERVED ON P&R SINCE 2019 & I CURRENTLY SERVE AS THE LIASON FOR THE LLF&B BOARD. I AM ALSO AN ACTIVE MEMBER OF THE LL ARTISTS & PASSIONATE ABOUT EVERYTHING REGARDING LL.

Other volunteer activities in which you are currently involved, including other Boards or Committees: LLF&B, FRIENDS OF HNS, HNS CHAMBER VOLUNTEER, LL ARTISTS, LL VILLAGE RESORT COMM

Other information you feel might be pertinent, including current or prior occupation or resume: FORMER BUSINESS OWNER, FORMER PRES. OF TOWN CHAMBER. CONTRIBUTOR MOUNTAIN BREEZE, TRASH PICK-UP ORGANIZER, ATTEND TOWN MEETINGS.

Signature: Moe Bay Date: 1/4/23



VOLUNTEER APPLICATION FORM

Name: Bill Massey
Address: 135 Marina Drive Lake Lure Resident for since 1978 years
Home Phone: — Cell Phone: 561-323-8473 Email: Coachbillmassey@AOL.com
Employer: retired Address: —

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

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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: served as Park + Recreation Board
Member For multiple years. Served as Hall of Fame
Board member For Florida Athletic Directors

Other volunteer activities in which you are currently involved, including other Boards or Committees:
Flowering Bridge Volunteer/previous board member/

Other information you feel might be pertinent, including current or prior occupation or resume:
Looking Forward to helping green space and
Forwarding progress of existing recreation
continue to meet residence and visitor

Signature: William A Massey Date: 1-6-23



VOLUNTEER APPLICATION FORM

Name: JAMES S. WALTERS

Address: 418 CHAPEL POINT ROAD
LAKE LURE, NORTH CAROLINA 28746-5513 Lake Lure Resident for 12 years

Home Phone: (828) 625-9456 Cell Phone: (703) 201-4988 Email: jandjwalters@gmail.com

Employer: MRS. WALTERS Address: 418 CHAPEL POINT ROAD

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

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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: CONTINUE TO SERVE - I AM CURRENTLY
THE CHAIR OF THE VOLUNTEER BOARD.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
LAKE LURE OLYMPIAD; ASHEVILLE AMBLERS WALKING CLUB;
LAKE LURE STEERING COMMITTEE - CHAIR.

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

Signature: James S. Walters

Date: 26 January 2023
Meeting Packet Page 170 of 199



VOLUNTEER APPLICATION FORM

Name: Diane Ban

Address: 373 South Drive, Lake Lure Lake Lure Resident for 2+ years

Home Phone: 704597-5238 Cell Phone: 704254-4124 Email: Diane@bancraft.net

Employer: Coeiner Bio-One Address: 4238 Capital Dr, Monroe, NC 28110

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

Board of
Adjustment & Lake
Structure Appeals
Board

Zoning & Planning
Board

Lake Advisory
Board

Parks & Recreation
Board

ABC Board

Utility Advisory
Board

Rationale and qualifications for serving: Early in my career, I worked for the Essex County Park Commission (NJ). After moving to Lake Lure, I saw the need for Advisory Bd volunteers, and thought I could help.

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

No volunteer activities, but I work full time, manage a seasonal rental property and enjoy pontoon boating on the lake.

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

I am innovative, creative and currently lead a team of 9 Clinical trainers. I am interested in providing input on the new green space (golf course).

Signature: Diane Ban Date: 2-1-22

Thank you for your consideration.

Diane Ban
373 South Drive
Lake Lure, North Carolina 28746
Home (704) 597-5238 Cell (704) 254-4124
Email: diane@bancraft.net

Creative thinker who can quickly assess market needs. Created and leads Clinical Specialist Team to implement change. Proven ability to manage key account relationships and large-scale projects.

PROFESSIONAL EXPERIENCE:

GREINER BIO-ONE, Inc., Monroe, NC **2006 – Present**
Manufacturer and distributor of blood collection products including needles, safety holders and evacuated blood collection tubes.

Product Specialist Manager **2013 - Present**
Sales Program Manager **2011 - 2013**
Product Manager **2006 - 2011**

Responsible for improving the ease, speed and acceptance of customer conversions.

- Transitioned on-site training team to a virtual provider of medical device training. Implemented virtual platforms and Learning Management System to deliver world-class training while saving \$450k/year.
- Developed pricing strategy that saved \$280K per year by reducing the base on which the medical device tax is calculated.

BSN-JOBST, Charlotte, NC **1993-2006**
The leading manufacturer and distributor of compression hosiery, vascular and wound care products in the world.

Territory Business Manager **2005 – 2006**
Sr. Product Manager **2003 – 2004**
Product Manager **1999 – 2002**
Assistant Product Manager **1997 – 1999**
Marketing Assistant **1993 – 1996**

BSN-JOBST, Charlotte, NC (continued)

- Among top 10 sales reps – Increased territory sales 14% over previous year through customized marketing programs for top distributors and expanded customer base through educational seminars.
- Increased medical legwear hosiery line 22% through an integrated marketing plan that included direct mail, creation of effective selling tools, journal advertising, physician detailing and a sampling program to drive brand recognition.
- Conducted qualitative market research which identified need for a low-cost stocking. Secured upper management’s approval to initiate project, worked with R&D to develop prototypes, launched in 2001. In its third year after launch, this brand produced \$3.3M+ in sales.
- Developed and implemented exit strategy for two mature brands, while streamlining existing product assortment and increasing profitability. Overall SKU reduction totaled 35% while sales increased 11%.

LECHNER TOOLING & MACHINING, Charlotte, NC

1990 –1993

Co-Owner/Operations Manager

Responsible for account development, accounts receivable/accounts payable, tax filing, employee payroll and day-to-day operations of metal fabrication company.

- Identified and secured new customers by cold calling local manufacturers, presenting machining services and submitting bids on jobs. Calls resulted in new customers from 4 industries – marine, automotive, industrial sewing, and commercial air compressors.
- Secured production work from automotive industry to provide steady manufacturing and cash flow.

County of Essex

1975-1990

Assistant to the County Administrator

1985-1990

Chief of Administrative Services

1979-1985

Responsible for developing Board of Chosen Freeholders’ bi-monthly agenda which required legislative action. Presented appropriate documentation to legislative branch of government for decision and implementation. Contracts supported the workings of a \$400 million operating budget.

- Directed government offices in preparation of legislative agenda documents, ensured availability of funding, secured legal review and contract preparation.

EDUCATION:

Rutgers University, NJ

Masters in Public Administration (9 credits)

1990

Montclair State University, NJ

Bachelor of Science, Business Administration

1989

Completed program on a part-time basis while working full-time.



VOLUNTEER APPLICATION FORM

Name: MARIUS & CHERYL DAUGVILA

Address: 180 BLARNEY RD Lake Lure Resident for 2 years

Home Phone: 85195819 Cell Phone: 630.991.3631 Email: MDAUG17@GMAIL.COM

Employer: SELF-RETIRED Address: CHETATOTAL@GMAIL.COM

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

RE: DEMN

Board of Adjustment & Lake Structure Appeals Board

Zoning & Planning Board

Lake Advisory Board

Parks & Recreation Board

ABC Board

Utility Advisory Board

Rationale and qualifications for serving: MOM & EXPERIENCE IN CONSTRUCTION, CODES, PLANNING & MAINTENANCE BACKGROUND, 2 YEAR FULL TIME RESIDENT. (RE: CROSSING GUARD DUTY)

Other volunteer activities in which you are currently involved, including other Boards or Committees: FLOWERING BRIDGE VOLUNTEER, EARTH DAY CHAIR, NEIGHBORHOOD WATCH DOG + VOLUNTEER

Other information you feel might be pertinent, including current or prior occupation or resume: WE PROPOSE A CROSSWALK FROM THE FLOWERING BRIDGE TO THE SIDE WALK ON THE OTHER SIDE OF THE BRIDGE. THIS HELPS TOURISTS GET TO KADYLYNN'S SAFELY

Signature: _____ Date: _____

GALLERY CENTER

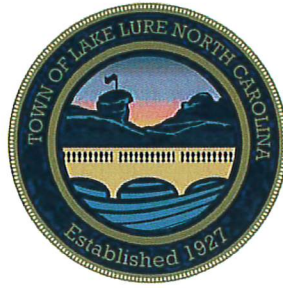
Kaylynna

SIDEWALK

Memorial Army

Crosswalk
Crosswalk
Crosswalk

Proposed
SUMMER
CROSSWALK
by VOLUNTEER
CROSSING GUARDS



VOLUNTEER APPLICATION FORM

Name: Ozzie McFarland

Address: 1058 Island Creek Rd, Lake Lure, NC Lake Lure Resident for 2 years

Home Phone: _____ Cell Phone: 828-289-0781 Email: omcfarland@llcharter.org

Employer: Lake Lure Classical Address: Lake Lure

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

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| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: I served as chair of the Boiling Springs, NC Recreation Committee for
5 years when we made major improvements in recreations. I also served on the founding committee and
the steering committee of the American Legion World Series Committee in Cleveland County

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

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

I presently serve as athletic director at Lake Lure Classical Academy and previously was athletic director at
Gardner-Webb University and Vice-President of Athletics at Chowan University. Extensive experience in
youth and college sports

Signature: Ozzie McFarland Date: 8-29-22



VOLUNTEER APPLICATION FORM

Name: Charlie Nance

Address: 213 N Shore DR Lake Lure Resident for 3 years

Home Phone: — Cell Phone: 704-929-0424 Email: bethwNANCE@gmail.com

Employer: Brights Creek Address: Mill Spring

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

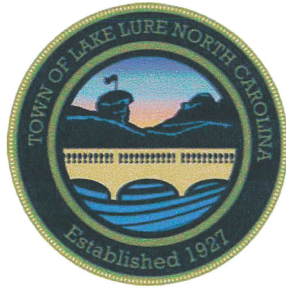
- Board of
Adjustment & Lake
Structure Appeals
Board
- Zoning & Planning
Board
- Lake Advisory
Board
- Parks & Recreation
Board
Preference
- ABC Board

Rationale and qualifications for serving: I have an extensive history in construction, plumbing, electrical and currently work part time as the Building Engineer at Brights Creek Golf Resort.
Prior to moving to this area, I have owned my own business as a contractor and repairs.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
None at present

Other information you feel might be pertinent, including current or prior occupation or resume:
I served as a Town Commissioner for the Town of Lake Valley - NC for several years prior to moving to Tryon in 2013. I served as the Town Sewer & Water Commissioner.
I would welcome the opportunity to work for the betterment of Lake Lure and serve this beautiful community.

Signature: Charlie Nance Date: 1/30/23



RECEIVED
APR 08 2021

VOLUNTEER APPLICATION FORM

Name: Brian Proctor

Address: PO Box 237 Lake Lure Lake Lure Resident for < 1 years

Home Phone: 8572341885 Cell Phone: 8572341885 Email: briandproctor@gmail.com

Employer: Fidelity Investments Address: 700 Scaport Blvd Boston, Ma 02270

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

Board of
Adjustment & Lake
Structure Appeals
Board

Zoning & Planning
Board

Lake Advisory
Board

Parks & Recreation
Board

ABC Board

Utility Advisory
Board


Rationale and qualifications for serving: I am very interested in preserving the
unique character of lake lure while promoting resort /tourism
growth, sustainability and smart strategic planning.

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

I served as a board member for the First Church of
Braintree, Ma. I also am a member of the Spindles Antique Arts Club.

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

I have a B.A in economics and a Master's in Computer
science. I specialize in Corporate Auditing, governance
and informational systems design /engineering

Signature: 

Date: 3/26/21

ZONING AND PLANNING BOARD

**ZONING AND PLANNING BOARD
(Three Year Appointment)**

List of candidates to be considered to fill two positions on the Zoning and Planning Board with terms expiring 2026.

Candidates currently serving on the Board seeking reappointment:

1. Randy Nelson

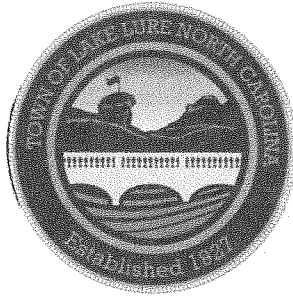
Candidates not currently serving on the Board seeking appointment:

1. Ken Williams

Name of Candidate for Position #1 _____
Term Expiring: 2026

Name of Candidate for Position #2 _____
Term Expiring: 2026

Signature of Commissioner: _____
Date: February 2023



VOLUNTEER APPLICATION FORM

Name: RANDY NELSON
Address: 129 Fisher Court Lake Lure Resident for 7 years
Home Phone: Cell Phone: 731-225-4542 Email: ranelson129@gmail.com
Employer: Retired Address:

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

- | | | | | |
|---|-------------------------------------|--------------------------|-----------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: I have a keen interest in local planning and CD. I have a Masters degree in Planning and 36 yrs. professional experience in planning

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

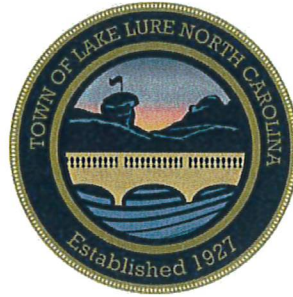
LLCA Board Treasurer

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

I worked as a professional planner for a regional agency, state, municipality, and as a private consultant for a total of 36 years.

Signature: Randy Nelson

Date: 1-2-23



VOLUNTEER APPLICATION FORM

Name: Ken Williams

Address: 1241 Cedar Creek Road Lake Lure Resident for 26 years
Lake Lure NC 28746

Home Phone: 828-429-4004 Cell Phone: 828-429-4004 Email: Ken@CarolinaLand.com

Employer: Pinnacle Sotheby's Address: 1334 Buffalo Creek Rd Lake Lure
International Realty

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

- Board of
Adjustment &
Lake Structure
Appeals Board
- Zoning &
Planning Board
- Lake Advisory
Board
- Parks &
Recreation
Board
- ABC Board
- Utility
Advisory
Board
- Isothermal
Planning &
Development
Commission
(IPDC)

Rationale and qualifications for serving: I have served Lake Lure as a
Real Estate professional (Real Estate Broker) since 1992

Other volunteer activities in which you are currently involved, including other Boards or Committees:
None

Other information you feel might be pertinent, including current or prior occupation or resume:
currently with Pinnacle Sotheby's International Realty
Postwork: Beverly-Hanks, Fallcreek Land Co, Mountain Creek Land Co
Century 21, Fairfield Mountains Resort

Signature: Ken Williams

Date: 2-6-2023

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

Meeting Date: February 14, 2023

SUBJECT: Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Town was approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of \$200,000 for an Asset Inventory Assessment (AIA) Study of the Subaqueous Sanitary Sewer. Resolution No. 23-02-14B Accepts American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA

ATTACHMENTS:

Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA



RESOLUTION NO. 23-02-14B

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN
COUNCIL ACCEPTING AMERICAN RESCUE PLAN
FUNDING FOR SUBAQUEOUS SANITARY SEWER AIA**

WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$200,000 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

WHEREAS, the Town of Lake Lure intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Lake Lure, North Carolina:

Section 1. That the Town of Lake Lure does hereby accept the American Rescue Plan (ARP) offer of \$200,000.

Section 2. That the Town of Lake Lure does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

Section 3. That Town Manager William H. 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 by the Division of Water Infrastructure.

READ, APPROVED, AND ADOPTED this 14th day of February, 2023 at Lake Lure, North Carolina.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

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

Meeting Date: February 14, 2023

SUBJECT: Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: G

Department: Parks, Recreation, and Lake

Contact: Dean Givens, Parks, Recreation, and Lake Director

Presenter: Dean Givens, Parks, Recreation, and Lake Director

BRIEF SUMMARY:

The Town was offered an award for the North Carolina Water Resources Development Grant for shallow draft navigation channel dredging in the amount of \$750,000. Resolution No. 23-02-14C accepts the grant in full and authorizes the execution of North Carolina Department of Environmental Quality Finance Assistance Agreement titled Grant Contract No. CW34404, Lake Lure SDNF 2023.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000

ATTACHMENTS:

Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000; Grant Contract No. CW34404, Lake Lure SDNF 2023

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000



RESOLUTION NO. 23-02-14C

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
ACCEPTING THE NORTH CAROLINA WATER RESOURCES DEVELOPMENT GRANT
FOR SHALLOW DRAFT NAVIGATION CHANNEL DREDGING IN THE AMOUNT OF
\$750,000**

WHEREAS, Town of Lake Lure desires to complete a General Navigation Dredging Project projected to remove approximately 40,000 cubic yards of sediment via dredging from the Broad River and Lake Lure

WHEREAS, The Dredging Project will be improving general navigation and boater safety in an area of the lake that experiences significant impact from upstream sedimentation, impeding access to the Town marina and public launch ramp; and

WHEREAS, The Town of Lake Lure applied for North Carolina Water Resources Development Grant for shallow draft navigation channel dredging; and

WHEREAS, The Town of Lake Lure has been offered an award for the North Carolina Water Resources Development Grant for shallow draft navigation channel dredging in the amount of \$750,000;

WHEREAS, The Town of Lake Lure Town Council desires to accept the award offer in full;

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

Section 1. The Town of Lake Lure does hereby accept the North Carolina Water Resources Development Grant for shallow draft navigation channel dredging in the amount of \$750,000.

Section 2. The Town of Lake Lure Town Council authorizes the execution of the required North Carolina Department of Environmental Quality Finance Assistance Agreement.

Section 3. The Town of Lake Lure shall abide by all of the rules and regulations specified within the North Carolina Department of Environmental Quality Finance Assistance Agreement titled Grant Contract No. CW34404, Lake Lure SDNF 2023.

Section 4. This Resolution shall be effective upon its adoption.

READ, APPROVED, AND ADOPTED this the 14th day of February, 2023.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

North Carolina Department of Environmental Quality Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF LAKE LURE** (the "Grantee"¹).

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
 2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Grantee's No Conflict of Interest Certification (Attachment E)
 - f. Certification of No Overdue Tax Debts (Attachment F)
- Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party prior to the contract expiration date.
3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
 4. **Contract Period.** This Agreement shall be effective from the date upon which all parties have signed this Agreement to **12/31/2023**, inclusive of those dates.
 5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

- b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.
- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Receipt	Shallow Draft Navigation Fund	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$750,000.00	1602	536990	2182

Grantee Matching Information:

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$250,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$250,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$1,000,000.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
- a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
 - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.

- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.
- 14. Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Dean Givens Parks, Recreation, and Lake Director PO Box 255 Lake Lure, NC 28746 Telephone: 828-625-9983 x 501 Email: loa@townoflakelure.com	Kevin Hart Division of Water Resources 1617 Mail Service Center Raleigh, NC 27699-1617 Telephone: 919-707-3607 Email: kevin.hart@ncdenr.gov

- 15. Assignment.** The Grantee may not assign its obligations or its rights to receive payment hereunder.
- 16. Procurement.** The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
 - b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
 - c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
- 17. Subawards.** The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.
- 18. Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended;
 - Civil Rights Restoration Act of 1987, as amended;
 - Section 504 of the Rehabilitation Act of 1973, as amended;
 - Age Discrimination Act of 1975, as amended;
 - Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

TOWN OF LAKE LURE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

Date

Date

ORIGINAL

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in NCGS 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in NCGS 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in NCGS 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to NCGS 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in NCGS 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in NCGS 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by NCGS 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with NCGS 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. As it relates to software development or study results, ownership rests with the Agency. In the event that clarification of ownership is required, the Agency Contract Administrator will make the determination.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and

NCGS § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and NCGS Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

X CLOSED SESSION

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

XI

ADJOURNMENT