

LAKE LURE TOWN COUNCIL WORK SESSION MEETING PACKET

Wednesday, August 16, 2023
8:30 a.m.



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

TOWN OF LAKE LURE
Town Council Work Session Meeting
Wednesday, August 16, 2023 - 8:30 AM
Lake Lure Municipal Center



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Update and Discussion with The Policy Group - Page 1**
- IV. Review Resident Request Regarding Code of Ordinances Chapter 4 "Animals" and Chickens - Page 2**
- V. Review Staff Request Regarding Boat Trailer Parking - Page 5**
- VI. Discuss Hickory Nut Gorge Outreach Fall Arts and Crafts Festival 10/21/23 through 10-22-23 - Page 8**
- VII. Discuss Lake Lure Community Independence Celebration with Fireworks 7/6/24 - Page 9**
- VIII. Discuss Additional SRF Loan for GLS Project - Page 10**
- IX. Review Recommended Changes to the Lake Use Regulations - Page 11**
- X. Review Proposals for the Lease of the Former ABC Store - Page 41**
- XI. Discuss Advanced Data Networks Solutions (ADNS) Proposed Agreement Updates - Page 84**
- XII. Discuss Proposal for the Purchase of Public Works Property located at 136 Bottomless Pools Drive by Lake Lure Properties, LLC - Page 105**
- XIII. Discuss Enterprise Fleet Services - Page 115**
- XIV. Project Manager Updates - Page 140**
- XV. Town Manager Updates - Page 141**
- XVI. Adjournment**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Update and Discussion with The Policy Group

AGENDA INFORMATION:

Item Number: III
Department: Administration
Contact: Steve Metcalf & John Metcalf, The Policy Group Principals
Presenter: Steve Metcalf & John Metcalf, The Policy Group Principals

BRIEF SUMMARY:

The Town of Lake Lure entered into an agreement with The Policy Group for lobbyist services in June 2020. The Policy Group has since played a role in the award of grants and loans pertaining to major infrastructure projects. Steve and John Metcalf will join the Town to provide updates and lead discussion with Town Council.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Review Resident Request Regarding Code of Ordinances Chapter 4
“Animals” and Chickens

AGENDA INFORMATION:

Item Number: IV
Department: Administration
Contact: Cheryl Daugvila, Lake Lure Resident
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

The Town of Lake Lure Code of Ordinances Section 4-3 (a) states that, “It shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, or other livestock or fowl on any lot or within any pen, stable, or other enclosure or building within the corporate limits.” Lake Lure resident, Cheryl Daugvila, has submitted a written request to amend Chapter 4 of the Code of Ordinances to allow chickens to be kept within town limits and has provided recommended language. Mrs. Daugvila has requested that Town Council review and consider her recommendations.

ATTACHMENTS:

Code of Ordinances Sec. 4-3; Request and Recommendation Letter by Mrs. Daugvila

7.24.23

To: Olivia of Lake Lure, NC

Re: 7/26/23 Town Council Work Session submission for review

My name is Cheryl Daugvila and I am a full time resident at 180 Blarney Rd.
Thank you for your time and consideration with this request of mine.

I am requesting change in the ordinance (attached below) of zoning and planning regarding chickens to be considered as pets. Allow me to incorporate chickens under the same ordinance for allowing a horse.

I would like to keep 4 chickens, no rooster, as pets. I am a full time retired resident and have plenty of time, and need, to care for them. We own 4 acres of land bordered by 3 roads. My grandfather always owned 6 chickens and taught me well a long time ago. My husband and I both completed residential chicken keeping classes in Illinois, and have been experienced with chickens as pets for 8 years. They are wonderful support pets. Very easy to train. Given the recent multiple egg supply issues, trends in homesteading, natural pest control, and soil amendments needed in this area, these are reasons for my desire and need of living here with hens. Lifestyle wellness is also why I would like the current ordinance to be amended. I'd rather not have a horse.

Below I highlighted the section of current ordinance. If you approve my request, I'd like to also volunteer for helping with future requests from other residents in my chicken position. I know how to set up coops & pens properly, and advise on all chicken issues.

Thank you for your consideration. Cheryl Daugvila 630-432-2455

Excerpt from section codes 4.3 Livestock

(b) Horses and ponies. Horses and ponies may be kept within town limits for pleasure or recreational purposes only, provided that no horse or pony is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, including the owner's or boarder's residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. The pasturing of any horse or pony will be limited to one animal for every two acres of pasture.

Amended idea copied from horse permit:

“Chickens and Chicks. Chickens and chicks may be kept within town limits for pleasure or recreational purposes only, provided that no chicken or chick is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, including the owner's or boarder's residence, church, store or other place of business. All pens and coops in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. The free range pasturing of any chickens or chicks will be limited to 4 hens, no roosters for every two acres of pasture.”

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Review Staff Request Regarding Boat Trailer Parking

AGENDA INFORMATION:

Item Number: V
Department: Police/Parks, Recreation, and Lake
Contact: Dana Bradley, Parks, Recreation, and Lake Coordinator
Presenter: Dana Bradley, Parks, Recreation, and Lake Coordinator

BRIEF SUMMARY:

Town staff has experienced issues related to vehicles parking in spaces designated for vehicles with trailers only. On the signage detailing such designation, it is noted that all other vehicles will be towed. The Code of Ordinances do not allow staff to write citations or have vehicles towed to enforce this issue. Parks, Recreation, and Trails Coordinator Dana Bradley submitted a request to amend the Code of Ordinances to address boat trailer parking and has provided recommended language to be incorporated into Section 30 of the Code of Ordinances.

ATTACHMENTS:

Email Request from Dana Bradley, Parks, Recreation, and Trails Coordinator

Olivia Stewman

From: Dana Bradley
Sent: Wednesday, August 2, 2023 4:39 PM
To: Olivia Stewman
Cc: Dean Givens
Subject: Boat Trailer Parking

I would like to request the addition of a sentence to the Town ordinances that specifies that “It is prohibited to park in a parking space designated for a specific purpose (like boat trailer parking) unless it is being used for the designated purpose.” The wording can be adjusted, but this is the general idea. Also, the Penalty section would need to be updated to include “The Town reserves the right to have vehicles found to be in violation towed at the owner’s expense.” If this addition would require approval by Town Council, can we please get this added to the agenda for the next meeting?

We have many cars parking in the parking spaces labeled “Vehicles With Trailers Only – All Others Will Be Towed” and we currently do not have an ordinance that allows us to write a citation or have vehicles towed to enforce this. I have listed the ordinance sections below that I feel these additions would be added to.

Sec. 30-57. Stopping, standing, or parking prohibited in specified places.

No person shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic, or in compliance with the direction of a police officer or a traffic control device in any of the following places:

- (1) On the sidewalk.
- (2) Within an intersection.

- (3) On a crosswalk.

- (4) Within 30 feet of any flashing beacon, stop sign, or traffic control signal located at the side of a street or roadway.
- (5) Alongside or opposite any street excavation or obstruction, when such stopping, or standing, or parking would obstruct traffic.
- (6) Upon any bridge or other elevated structure, or within any underpass.
- (7) Within 15 feet in either direction of the entrance to a hotel, theater, hospital, sanitorium, or other public building.
- (8) Upon any area designated as a no parking area when said areas are appropriately marked.
- (9) Upon any town property between the hours of 10:00 p.m. and 8:00 a.m. without permission to do so.
- (10) Upon any town property at any time for the purpose of camping, unless prior written permission is secured from the board of commissioners.

Sec. 30-63. Penalty.

Any person, firm, or corporation violating any of the provisions of this article, or failing or neglecting or refusing to comply with same, shall be issued a civil penalty citation in an amount not to exceed \$50.00, as set by the Town Council, payable at the Lake Lure Town Hall within thirty (30) days of issuance. Each day that any of the provisions of this article are violated shall constitute a separate offense. Civil penalty citations become past due if not paid within thirty (30) calendar days of the issuance of the citation, and the offender shall be assessed an additional penalty of \$25.00 and thereafter, every 30 day period the

citation remains will result in an additional assessment of \$50.00. Citations and corresponding late fee(s) that remain unpaid after 30 days of issuance may be recovered by the Town in a civil action in the nature of a debt.
(Code 1989, § 71.99; Ord. of 7-9-1974; Ord. of 12-13-2022)

Dana Bradley

Parks, Recreation, and Trails Coordinator

Town of Lake Lure

Office: 828-625-9983 ext. 502

Cell: 828-351-9219



LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023

SUBJECT: Discuss Hickory Nut Gorge Outreach Fall Arts and Crafts Festival
10/21/23 through 10-22-23

AGENDA INFORMATION:

Item Number: VI
Department: Events
Contact: Laura Krejci, Communications Director
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The upcoming Hickory Nut Gorge Outreach Fall Arts and Crafts Festival will take place October 21, 2023 through October 22, 2023.

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.)

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

Meeting Date: August 16, 2023

SUBJECT: Discuss Lake Lure Community Independence Celebration with Fireworks 7/6/24

AGENDA INFORMATION:

Item Number: VII
Department: Events
Contact: George Wittmer, Lake Lure Tours
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Lake Lure Tours plans to host the Lake Lure Community Independence Celebration, with fireworks, on July 6, 2024. The event will be held at the Lake Lure Beach. There will be a cover charge for a southern style cook-out banquet, a cash bar located on the Beach, and the event will include a small fire work show. Ticket prices are as follows:

Advanced Purchase:

Adults - \$19.95
Kids - \$9.95
Kids under 6 years of age - Free

Walk on Purchases:

Adults - \$24.95
Kids - \$9.95
Kids under 6 years of age - Free

The Town of Lake Lure will receive 15% of the cover charge proceeds.

Lake Lure Tours will work with Town staff to obtain all required permits and to ensure that all appropriate public safety measures are taken.

Lake Lure Tours is requesting a waiver of the Noise Ordinance, Chapter 20 Article II.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Discuss Additional SRF Loan for GLS Project

AGENDA INFORMATION:

Item Number: VIII
Department: Sewer
Contact: Mike Dydula, Project Manager
Presenter: Mike Dydula, Project Manager

BRIEF SUMMARY:

The Town of Lake Lure should receive a letter of intent to fund from the Division of Water Infrastructure (DWI) in relation to an opportunity for an additional \$7 million SRF loan for the sewer replacement project (GLS Project). LaBella Associates have held discussions with DWI and have reported that they believe that the loan will have a 20 year term and will be either low interest or may be combined with the existing 0% interest SRF loan. However, all necessary details will be available upon receiving the letter of intent to fund.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Review Recommended Changes to the Lake Use Regulations

AGENDA INFORMATION:

Item Number: IX
Department: Parks, Recreation, and Lake
Contact: Kathie Hatfield, Lake Advisory Board Chair
Presenter: Dana Bradley, Parks, Recreation, and Trails Coordinator

BRIEF SUMMARY:

The Lake Advisory Board (LAB) has submitted recommended changes to the Lake Use Regulations. The LAB requests that these recommendations be reviewed by members of the Marine Commission/Town Council. There will be a public hearing for the recommended changes during the next regular Marine Commission meeting on Tuesday, September 12, at 4:00 p.m.

ATTACHMENTS:

LAB Recommended Changes to the Lake Use Regulations

Lake Lure Marine Commission



Lake Use Regulations

Amended September 26, 2022

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SECTION 1: INTENT AND DEFINITIONS

§ 1.01 INTENT.

All land covered by the waters of Lake Lure to the 995-foot Mean Sea Level (MSL) elevation is owned by the Town of Lake Lure. Said Lake is held in trust by the Town of Lake Lure for the benefit of the citizens of the Town. The Lake Lure Town Council created the Lake Lure Marine Commission as authorized by special act of the General Assembly of the State of North Carolina for the purposes of regulating all activities on Lake Lure. The Lake Use Regulations were first adopted by Resolution on March 9, 2004 to govern use of the Lake for the purpose of enhancing the health, safety, and general welfare of the citizens. The Town assumes no responsibility for Lake use. Use Lake at your own risk. **Adopted 6-13-17, Amended 9-26-22**

§ 1.02 DEFINITIONS.

For the purpose of these regulations, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

“BERTH.” A designated location at a dock, slip, lake structure or other place on the Lake used for storing or mooring a water vessel. **Adopted 9-26-22**

“BOAT.” For the purpose of these regulations, the term “boat” shall mean any form of water vessel. **Amended 11-9-04**

“COMMERCIAL CRAFT.” Water vessels used in connection with any type of business, trade or commerce, for profit or non-profit, including but not limited to: boat rentals, marinas, resorts, inns, lodging establishments, camps, ski schools, fishing guides, tour boats, contractors, boat repair companies or house rentals (that are required to pay occupancy tax) with boats, property management companies or property owner’s associations. **Amended 11-9-04, 4-8-08, 6-13-17, 9-26-22**

“COMMERCIAL OPERATIONS.” Any use of the Lake in a manner that will generate direct or indirect revenue or by an entity that operates for profit or not-for-profit (excluding governmentally established entities) **Amended 4-08-08**

This is further quantified into eight classifications:

- (1) Liveries – Boating operations that provide watercraft for rent. Amended 2-13-07, 10-8-19, 7-13-20
- (2) Resorts – Boating operations available to patrons at resorts, inns, or lodging establishments. Amended 3-13-2018
- (3) Camps – Boating operations at camp facilities. Amended 3-13-2018
- (4) Ski Schools – All commercial operations providing water sports activities, not associated with a specific camp, resort, inn or lodging facility. Amended 3-13-2018
- (5) Tour Boats – Boating operations that are used to provide piloted tours of the Lake.

Boats in this class require a concession agreement with the Town regardless of the number permitted. Amended 6-13-17

(6) Fishing Guides – Boating operations that are not associated with a specific camp, resort, inn or lodging facility and are used to provide a piloted fishing excursion.

(7) Services – Boating operations utilized by building contractors and boat repair companies. Amended 6-13-17

(8) Vacation Rentals – Boating operations available to individuals renting a residential vacation rental during their stay. Adopted 10-8-19. Amended 1-14-20

“COMMERCIAL OPERATORS.” All boat operators who pilot boats for commercial classifications 2-7, inclusive. **Amended 11-9-04**

“DEVELOPED LOT.” A developed lot shall be a lot whereon a residence or business building is constructed. (Res. Passed 4-11-06)

“LAKE, also LAKE LURE” The body of water known as Lake Lure formed by the creation of the dam at Tumbling Shoals over the Broad River in Rutherford County, NC including that portion of the Broad River within the Town of Lake Lure extending above the Lake.
Amended 11-9-04, 6-13-17, 9-26-22

“LAKE COMMERCIAL LICENSE.” A license issued annually by the Marine Commission for commercial operations on the waters of Lake Lure. **Amended 11-9-04, 6-13-17**

“LAUNCHING.” Any method of placing a water vessel onto the Lake from the land above the shoreline. This does not include launching of water vessels from lake structures.
Amended 11-9-04

“LAUNCH SITE.” Any location on the land adjacent to the shoreline of Lake Lure that may be used for launching water vessel(s), provided that this term does not include lake structures as defined in the Lake Structures Regulations. **Amended 11-9-04, 6-13-17**

“LAUNCH SITE, PRIVATE.” A launch site available for use by one single-use family dwelling for launching only boats permitted in that family’s name. **Amended 11-9-04**

“LAUNCH SITE, GENERAL.” Any launch site other than a private launch site.
Amended 11-9-04

“MARINE COMMISSION.” The Lake Lure Marine Commission as established by Ordinance 03-09-09. **Amended 11-9-04**

“MOORING.” A location adjacent to the shoreline or any lake structure equipped with cleats, posts or any other devices intended to secure a boat. Adopted 9-26-22

“MOTORIZED BOAT.” A water vessel with any type of motor in or on the boat.

“NON-MOTORIZED BOAT.” A water vessel without any type of motor, including electric motors, in or on the vessel and moved only by oars, paddles, pedals, sails and/or the current.

“NON-PEAK SEASON.” The period of each year starting on the Tuesday after Labor Day through the Thursday before Memorial Day. **Amended 11-9-04**

“NON-RESIDENT.” Any person not owning real property within the corporate limits of the Town. **Amended 9-26-22**

“NO-WAKE.” Idle speed or a slow speed where boaters operate at the minimal speed to maintain steering not to exceed 1000 RPM and characterized by no whitewater emanating from the bow. **Amended 6-13-17, 9-26-22**

“NO WAKE ZONE.” No wake designated areas authorized by the Marine Commission and marked with buoys at the entry points. These areas are intended to protect non-motorized vessels and swimmers and mitigate damage to personal property and critical infrastructure such as the dam. Adopted 9-26-22

“PEAK SEASON.” The period of each year starting on the Friday before Memorial Day through Monday, Labor Day. **Amended 11-9-04**

“PERMIT.” A display permit issued by the Marine Commission to operate a boat on Lake Lure for recreational, fishing and/or commercial purposes.

“PERMIT LIMIT.” The maximum number of permits which will be issued for a specific permit classification. **Amended 11-9-04**

“PERSONALWATERCRAFT” (ALSO KNOWN AS PWC OR SKICRAFT).” A motorized watercraft, regardless of its type of power or means of propulsion, which is primarily designed to be operated by a person sitting, kneeling, standing or laying down as opposed to sitting in, as a boat. Said term shall include, but shall not necessarily be limited to jet skis, wave runners, motorized surfboards, hydro-flying devices or semi-submersible personal watercraft. **Amended 9-26-22**

“PONTOON BOAT.” A flat deck boat supported by two or more hollow metal tubes filled with air to provide buoyancy.

“PROPERTY OWNERS.” This term shall be deemed to include corporations, joint property owners (i.e., a person listed on the deed of record as an owner of the real property), and “time share” owners.

“PUBLIC BATHING BEACH.” A public access to the waters of Lake Lure where swimming is allowed. Adopted 6-13-17

“RESIDENT.” Any person owning real property within the corporate limits of the Town or any person who resides within the corporate limits of the Town for more than 50% of the calendar year.

“RESIDENTIAL VACATION RENTAL.” The renting of a single-family dwelling, duplex, or any portion thereof, for occupancy, dwelling, lodging or sleeping purposes. Said term shall include a motorized pontoon or tritoon boat and/or non-motorized watercraft(s) which shall also be rented for the same duration of time as the dwelling, and registered in the property owner’s

name. **Adopted 10-8-19**

“TOWING.” The recreational drawing or pulling along of a person or persons participating in watersports; not the pulling of another boat. **Adopted 9-26-22**

“VACATION RENTAL MANAGEMENT COMPANY.” A business that is the responsible party as designated by the owner to act for and on behalf of the owner in managing the property, that provides motorized and/or non-motorized watercraft(s) that are registered with the business. **Adopted 10-8-19**

“WATERSPORTS.” An activity which involves being towed behind an operating motorized boat and includes water skiing, knee boarding, wake boarding, wake surfing, tubing and similar activities. **Amended 9-26-22**

“WATER VESSEL(S).” Every description of watercraft, other than a seaplane on the water, used or capable of being used as a means of transportation on the water. Said term shall include, but shall not necessarily be limited to pontoon boats, fishing boats, ski boats, pleasure boats, row boats, kayaks, stand up paddle boards, sail boats, hydro-bikes, paddle boats or canoes. **Adopted 3-9-04, Amended 6-13-17, 9-26-22**

SECTION 2: FISHING

§ 2.01 LICENSE REQUIRED.

All required persons shall secure a license from the North Carolina Wildlife Resources Commission in accordance with NC General Statutes before fishing in the waters of Lake Lure. (Authority: G. S. § 113-270.1B)

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 6-13-17, 9-26-22**

§ 2.02 LIMITS ON NUMBERS AND SIZE OF FISH CAUGHT.

The maximum number and minimum size of trout, bass and crappie that may ~~be~~ taken from Lake Lure is as follows:

The creel limits and size restrictions for all fish, including trout, bass and crappie, shall be the equivalent to current state restrictions. See the North Carolina State Wildlife Regulations for restriction details.

Lake Lure is classified by the NC Wildlife Resources Commission as “Undesignated Waters.” For mountain trout, there is no size limit or bait restriction. There is no closed season and no trout fishing license is required. The daily creel limit for trout is seven fish.

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 4-11-06, 10-14-08, 04-08-14, 6-13-17, 9-26-22**

§ 2.03 STATIONARY FISHING DEVICES.

It shall be unlawful for any person, firm, or corporation to place basket trot lines or other stationary or unmarked devices, other than poles and those items normally used by sport fishermen, for the catching of fish in the waters of Lake Lure.

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 9-26-22**

SECTION 3: BATHING

§ 3.01 ENTERING THE WATERS OF LAKE LURE WHILE UNDER THE INFLUENCE OF AN IMPAIRING SUBSTANCE.

No person shall enter the waters of Lake Lure for any purpose while under the influence of an impairing substance.

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 6-13-17, 9-26-22**

§ 3.02 SWIMMING OFFSHORE.

Swimming, diving, rope swinging, water-sliding and floating activities in Lake Lure are regulated as follows:

(A) No person shall swim, dive, swing from a rope, float with a buoyancy device or waterslide into waters greater than 50 feet from the shoreline of Lake Lure. Owners of rental property are responsible for informing tenants of the 50-foot offshore swimming regulation and may be held jointly responsible for failure to comply.

(B) Swimming or floating from a boat is permissible if accompanied by an observer located inside the boat. Waterborne activities from a boat must remain within 25 feet of the boat and are not permitted in marked exclusion zones. Areas of heavy boat traffic and navigation channels should be avoided.

(C) Floating platforms of all types must be located within 30 feet of shore and be securely tethered to an anchor or permanent structure. Floating platforms shall not be secured to buoys, utility infrastructure or trees.

(D) It shall be unlawful to swim in Lake Lure off of the shore of any Town-owned land parcels except permitted beaches.

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 6-13-17, 9-26-22**

§ 3.03 JUMPING FROM ROADWAYS OR BRIDGES.

It is unlawful to dive, jump or swim into the waters of Lake Lure from any road or road right of way, bridge or the area adjacent to any bridge within the Town limits.

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 6-13-17, 9-26-22**

SECTION 4: BOATING

§ 4.01 PERMIT FEE; BOATING PERMIT REQUIRED.

(A) Except as hereinafter provided, all persons, firms, or corporations shall secure a permit from the Marine Commission or its designated agents before placing, operating, or allowing any

~~motorized boat water vessel~~ to be placed or operated on Lake Lure. ~~Non-motorized boat permits must be affixed to the starboard (right) side on the bow (front) of the vessel.~~ Motorized boat permits must be affixed to both port (left) and starboard (right) sides on the bow (front) of the vessel.

Commercial operations classifications 2-7 shall also secure a permit for all non-motorized boats placed or operated on Lake Lure. Non-motorized boat permits must be affixed to the starboard (right) side on the bow (front) of the vessel.

Penalty, see § 6.01 **Amended 7-13-21, 9-26-22**

(1) Boating permits for the ~~calendar year~~upcoming season will be made available for purchase on January 1st of that year. As stipulated in Section 4.01(A), permits must be purchased prior to placing or arranging for the placement of any water vessel onto Lake Lure.

Adopted 9-26-22

(2) Beginning January 1st of each year, water vessels that are underway (in operation), adrift, beached or anchored on Lake Lure shall display the current year permit as required in Section 4.01(A). Prior to May 1st, vessels being delivered to the Lake by a third-party provider (not the owner) and being operated directly between the launch site and berth shall be excused from this requirement. **Adopted 9-26-22**

(3) No later than April 30th of each year ~~beginning in 2023~~, all other water vessels on or over Lake Lure shall display the current ~~year~~season permit as required in Section 4.01(A). This includes those water vessels inside boathouses and/or those affixed to a dock, a lake structure, the shore or other stationary object regardless of the vessel's condition, serviceability or frequency of use. **Adopted 9-26-22**

(B) All commercial operations must apply for a lake commercial license in accordance with section 4.08 and 4.09 of these regulations. **Amended 4-11-06, 6-13-17**

(C) All Town employees and any member on the active roster of the Lake Lure, Bill's Creek, Chimney Rock, or Fairfield Volunteer Fire Departments shall be entitled to receive one complimentary ~~annual~~seasonal water vessel permit. A member on the active roster of the Bat Cave, Gerton or Sunny View Volunteer Fire Departments may purchase one ~~annual~~seasonal water vessel permit at the resident rate. Only one complimentary boat permit is allowed, per household. All Town ~~employees~~ shall be considered residents for the purpose of renting a boat slip at the Town Marina.

Amended 7-12-11, 6-13-17, 10-8-19, 7-13-21, 9-26-22

(D) Retired employees from the Town of Lake Lure that served 10 years and/or is a Town of Lake Lure retired police officer that served at least a total number of years equaling 10 or more by either full-term service alone or additional service as a Reserve Officer, with each four years equaling one full-time year of service shall be entitled to receive one complimentary ~~annual~~seasonal water vessel permit. Only one complimentary boat permit is allowed, per household. All retired Town employees who meet the above criteria shall be considered residents for the purpose of renting a boat slip at the Town Marina. **Amended 7-13-21, 9-26-22**

(E) Federal, State and Local governmental agencies are exempt from this Section provided they are operating in an official capacity, including but not limited to training, research, data collection, emergency response, or other service-related duties. Complimentary permits will be

provided for the dates and times needed to perform their official duties, and will only require a valid registration. Vessel length restrictions shall not be imposed. Vessels permitted under this policy shall not be used for recreational activities. Adopted 12-13-16

(F) Contractors that are providing a lake-related service to the Town of Lake Lure under a Town sponsored project will receive a complimentary boat permit. Permits granted under this section are only valid for the duration of the project. Valid registration and insurance will be required. Vessel length restrictions shall not be imposed. Vessels permitted under this policy shall not be used for recreational activities. **Amended 7-13-21**

(G) Contractors that are providing a lake-related construction service for a property owner on Lake Lure that has specialized equipment generally prohibited by the Lake Use Regulations may apply for a prorated commercial temporary boat permit for a specific job they are contracted for. Permits granted under this Section are only valid for the duration of the project and are subject to a commercial license application fee. Valid boat registration and commercial boat insurance will be required in accordance with Section 4.07(C) of these Regulations. Vessel length restrictions shall not be imposed. Vessels permitted under this policy shall not be used for recreational activities or any other use than approved for. Approval of a commercial temporary boat permit will be at the discretion of the Parks, Recreation & Lake Director or the Town Manager.
Adopted 3-12-19

(H) Corporations owning real property in the Town of Lake Lure may purchase ~~an~~ seasonal annual-water vessel permit at resident rate, provided the proper registration papers can be presented showing the boat is registered to the corporation.

(I) Residents or their spouses who own a developed lot (a lot with a dwelling or commercial structure) qualify for up to three resident ~~seasonal~~annual motorized boat permits, provided that the maximum number of permits for motorized boats have not been issued.
Amended 4-11-06, 2-13-07, 6-13-17, 7-13-21

(J) Property owners or their spouses owning an undeveloped lot qualify for one ~~seasonal~~annual motorized boat permit at the resident rate, provided that the maximum number of permits for motorized boats have not been issued.
Amended 4-11-06, 2-13-07, 9-09-14, 6-13-17, 7-13-21, 9-26-22

(K) Owners of timeshare properties within the Town of Lake Lure may purchase one motorized boat permit at the resident rate for the week(s) for which they have a timeshare contract, provided that the maximum number of permits for motorized boats have not been issued. Verification of the contract is required. **Amended 4-11-06, 9-26-22**

(L) A hard copy of the valid and current state registration, proof of insurance, and, unless previously submitted, a specification sheet that lists the weight and length of the water vessel must be presented to the designated issuing agent when purchasing a boat permit. A resident's or property owner's registration must match the name on the Town's tax records for the permit to be issued as a resident permit. Commercial operators must present tax records if their water vessel is registered with a leasing agency. **Amended 9-26-22**

(1) North Carolina General Statutes G.S. 75A-5 (b) and G.S. 75A-7 (a) (1) stipulate that when a vessel registered in another state is brought into North Carolina for over 90 consecutive days, the registration must be transferred to North Carolina. Active-duty

military, temporarily stationed in North Carolina, who have a valid out of state registration for their vessel are exempt from this requirement. Adopted 9-26-22

(2) To comply with this statute, no water vessel registered in a state other than North Carolina will be eligible for issuance of a ~~resident or non-resident seasonal~~ ~~annual~~ boating permit. Instead, these vessels will be issued a one-time 90-day temporary and non-renewable boating permit. Following the expiration of that permit, the water vessel must be removed from Lake Lure for the remainder of the calendar year unless the registration is changed to North Carolina and an ~~annual~~ ~~seasonal~~ permit has been issued. Adopted 9-26-22

(3) Commercial craft are intended to operate year-round as North Carolina business related property and are not eligible for 90-day permits. All commercial vessels must therefore be registered in the State of North Carolina to be eligible for a Lake Lure commercial boating permit. Adopted 9-26-22

(M) The Marine Commission has adopted the following limits on motorized boat permits for water vessels greater than 10HP:

(1) A maximum of 1,000 resident ~~seasonal~~ ~~annual~~ or 90-day motorized use permits.

(2) A maximum of 100 non-resident ~~seasonal~~ ~~annual~~ motorized use permits. Owners must have a designated commercial or Town berth to be eligible. Non-resident Town marina slip renters are assured a permit. **Amended 12-11-12, 6-13-17, 6-9-20, 9-26-22**

(N) Owners of lakefront lots having structures thereon shall have the E911 designated address assigned to the property posted in accordance with §42.6 of the Code of Ordinances of the Town of Lake Lure titled "Boat House Numbering." Said signs shall be ordered through the Town office before any ~~seasonal~~ ~~annual~~ water vessel permit may be obtained from the Town. A boat permit may be revoked if found to be registered under a lakefront property without the required E911 designated address sign posted in accordance with Section 42.6 of the Lake Lure Code of Ordinances. **Amended 4-11-06, 6-13-17, 7-13-21**

(O) The Marine Commission will determine the total number of available commercial and/or non-commercial boat permits based on a schedule of permit limits. To ensure the health, safety and welfare of those who use the Lake, the schedule will be reviewed annually utilizing standards established by the Marine Commission which may include, but are not limited to, formulas utilized by the US Army Corps of Engineers, Department of the Interior, Environmental Protection Agency and data from the Coast Guard and the Town of Lake Lure. To help maintain an accurate account of the number of commercial boats being permitted, all applicants who apply for and are approved for commercial boats to be permitted are required to purchase permits for all boats that were applied for and approved by the Marine Commission prior to April 15th of the permitted year; or their space will be reallocated to other applicants. **Amended 3-13-18, 6-12-18, 9-26-22**

(P) All applications for motorized boat permits must be accompanied by proof of marine liability insurance coverage written by a company approved by the State of North Carolina and AM Best. All non-commercial motorized applications must have minimum marine liability coverage of \$300,000.00 per incident. All applicants for commercial motorized boat permits must hold a lake commercial license and adhere to the insurance requirements defined under section

4.07 below. Proof of marine liability insurance coverage shall be the actual marine liability insurance policy (or either a copy of the marine liability insurance policy or certificate of marine liability insurance provided directly to the Town from the insurance provider) which specifically references the boat by listing the boat's serial number, state registration number or reference that adequately insures that the boat is covered by the policy that a permit is being requested for, states liability limits for said boat, and identifies effective and renewal dates for policy.
(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 9-26-22**

(O) Boat permits are not transferrable or replaceable.

§ 4.02 PERMIT CATEGORIES.

Boat Permit Types:

~~(AMRM)~~ - Resident/~~Non-Resident~~ Seasonal~~Annual~~ Motorized

- Use 24/7 no date/time restriction
- Towing permitted
- ~~Non-Resident owners must have a designated commercial or Town berth on the Lake to be eligible.~~

(NRM) – Non-Resident Seasonal Motorized

- Use 24/7 no date/time restriction
- Towing permitted
- Must have a designated commercial or Town berth on the Lake to be eligible.

~~(AM10SM10)~~ - Resident/Non-Resident Seasonal~~Annual~~ Motorized 10hp or less

- Must be 10HP or less (or equivalent)
- Use 24/7 no date/time restriction
- Towing prohibited

~~(AN) – Resident/Non-Resident Annual Non-Motorized~~

- ~~Vessels without any type of motor, including electric motors, in or on the vessel~~
- ~~With the exception of sailboats and sculling vessels, all non-motorized vessels shall operate only within 75ft of the shore or within the no-wake zone unless crossing the Lake at a 90-degree angle to access the opposite shoreline no-wake zone~~

~~(ARM90)~~ – Resident 90-Day Motorized

- All resident-owned vessels registered out of state ~~independent of residency~~
- Use 24/7 during 90-day period
- Towing permitted
- 90-day period designated by marker annotation on sticker
- Vessel must be removed from Lake following expiration of permit
- Non-renewable in any one calendar year
- Commercial craft are not eligible

(SF) – Resident/Non-Resident Seasonal Motorized Fishing Boat

- During peak season, use is limited to nighttime only 9pm – 9am
- May be used anytime during non-peak season
- Towing prohibited

(DM) - Daily Motorized

- Valid for the date specified (not 24 hours from time of purchase)
- Not valid on holidays or weekends during peak season, including July 3rd
- Towing permitted

~~(DN) – Daily Non Motorized~~

- ~~• Vessels without any type of motor, including electric motors, in or on the vessel~~
- ~~• Shall operate only within the no-wake areas, unless crossing the lake at a 90-degree angle to access the opposite shoreline no-wake zone~~
- ~~• Valid for the date specified (not 24 hours from time of purchase)~~

(WT) - Weekly Timeshare

- Valid for one week (including weekends and holidays) for a timeshare owner
- Must be the owner of the timeshare; No exchanges
- Must own the week specified for the permit

Temporary Permit (Special Use)

- Temporary permit valid for 1 hour or less, time specific
- Towing prohibited
- Must provide a valid boat registration and \$300,000 watercraft liability insurance
- Special permission must be granted by the Parks, Recreation, and Lake Department

Commercial Permits Types: (All boats in this category must be approved annually and included in the Commercial model. \$1 million watercraft liability insurance coverage for motorized vessels required.)

(L) – Livery

- Pontoon/tritoon boats only
- Towing prohibited
- Short or long-term boat rentals from commercially zoned properties and approved by Marine Commission

(TW) - Towed Water

- Commercial entity approved by the Marine Commission for towed activities
- Towed activities only conducted by operators approved by the Marine Commission

(T) - Tour Boats

- Towing prohibited
- Must have a current concession agreement with the Town

(S) - Service Boats / Fishing Guides

- May operate 24/7
- Towing prohibited

(VR) - Vacation Rentals

- Pontoon/tritoon boats only
- May operate 24/7
- Towing prohibited
- Permit valid for a vessel included with a specific Town approved vacation rental (boat must have been included on the vacation rental application).

(CN) - Commercial Non-Motorized

- Vessels without any type of motor, including electric motors, in or on the vessel
- Shall operate only within the no-wake areas, unless crossing the lake at a 90-degree angle to access the opposite shoreline no-wake zone.

Amended 9-26-22

§ 4.03 PROHIBITED WATER VESSELS.

(A) Specification Limitations: The Town of Lake Lure Parks, Recreation and Lake Department reserves the right to verify watercraft specifications. State registration annotations supersede self-reported specifications. **Amended 4-12-05, 12-13-16, 6-13-17, 7-13-21, 9-26-22**

(1) No pontoon or tritoon boat shall exceed 28 feet in length, per the manufacturer's specifications. **Adopted 9-26-22**

(2) No rowing shell, dragon boat or other sculling vessel shall exceed 28 feet in length unless approved by the Town Manager or the Parks, Recreation and Lake Director. **Adopted 9-26-22**

(3) Other boat types, including but not limited to runabouts, ski boats, deck boats, row boats, fishing boats, sail boats, paddle boats, kayaks and canoes shall not exceed 21 feet in length, per manufacturer's specifications, not to include removable platforms. **Adopted 9-26-22**

(4) No boat, other than pontoon/tritoon boats, exceeding 4000 pounds dry weight, per manufacturer's specifications, will be permitted on Lake Lure. **Adopted 1-12-16**

(5) All vessels employing an external mechanical means of propulsion (outboard) are limited to a single unit, trolling motors excluded, not to exceed 300 horse power or equivalent. This includes all gasoline and diesel engines, electric motors, and hybrid systems. **Adopted 9-26-22**

(6) Permits for the operation of ballast or similar boats designed to produce wakes sufficient to sustain wake surfing shall be limited to owners of real property in Lake Lure. Such boats owned by non-residents are strictly prohibited on the waters of Lake Lure.

Adopted 7-13-21

(a) All ballasts must be thoroughly emptied off site prior to placing the vessel into the waters of Lake Lure.

(7) No vehicle, watercraft, seaplane, airboat, fly board, or hover craft shall be allowed on Lake Lure unless said watercraft or vessel qualifies for and has obtained a current permit pursuant to the Lake Use Regulations of the Town of Lake Lure. Certain vehicles, such as seaplanes, do not qualify for permits under any circumstances and, therefore, are prohibited from the waters of Lake Lure. Any vessel, including a watercraft and a seaplane which is not specifically allowed and/or has a current permit shall not be placed on the waters of Lake Lure. **Amended 6-13-17**

(a) Emergency watercraft and emergency aircraft employed in actual firefighting and/or emergency activities are exempt from this prohibition.

(Res. Passed 3-9-04) (Penalty, see § 6.01) **Amended 6-13-17**

(8) Water vessels with built-in kitchen and toilet facilities and/or houseboats shall not be permitted on the waters of Lake Lure.

(9) The exhaust of every internal combustion engine used on any water vessel shall be effectively muffled by equipment so constructed and used as to muffle the noise of the exhaust in a reasonable manner. (Authority: N.C.G. S. § 75A-9)

(10) No personal watercraft shall be permitted on the waters of Lake Lure.

Adopted 9-26-22 Penalty, see § 6.01 **Amended 9-26-22**

(B) The Marine Commission shall allow the issuance of permits for these specified circumstances:

(1) Operational personal watercraft previously permitted prior to 1988 and every subsequent year and owned by a resident.

(2) Operational water vessels greater than 300 horsepower permitted prior to 2023 and every subsequent year and owned by a resident. **Amended 6-13-17, 9-26-22**

§ 4.04 REGULATIONS REGARDING OPERATION OF BOATS; RESTRICTED AREAS.

(A) No water vessels shall be operated shoreward of markers designating restricted areas.

(B) Wake surfers must comply with NC Wildlife Resource Commission Guidelines on wake surfing including maintaining a safe distance from boaters and personal property. Lake Lure requires wake surfers to maintain at least 150 feet separation from shorelines and other boats. Recreational boaters should provide surfers a wide berth and surfers should suspend activity if unable to maintain safe separation. Penalty, see § 6.01 **Adopted 9-26-22**

(C) No water vessels shall be tied to any Town owned public dock for longer than two and a

half hours, except for boats owned or permitted in the name of the Town, unless special permission is received from the Town Manager. Penalty, see § 6.01 **Amended 9-26-22**

(D) No water vessels shall operate at a speed greater than “no wake” on areas of Lake Lure when such areas are properly marked with a lawfully placed buoy or marker. Penalty, see § 6.01 **Amended 9-26-22**

(E) No water vessel shall be tied to any lawfully placed marker buoy, manhole or other utility infrastructure on the Lake or the shoreline of Lake Lure. Penalty, see § 6.01 **Amended 9-26-22**

(F) All buoys, including mooring buoys, or safety marker placements must be approved by the Marine Commission. All markings will be in accordance with the Uniform Waterway Marking System and the North Carolina Wildlife Resources Commission’s regulations. **Amended 9-11-18, 9-26-22**

(G) All non-motorized boats, excluding sailboats and sculling vessels, shall stay within 75ft of the shore or within the no-wake zone except when crossing the Lake at a 90-degree angle to access the opposite shoreline no-wake zone. **Adopted 1-12-16, Amended 9-26-22**

§ 4.05 MANNER OF OPERATION OF BOATS.

(A) No person shall operate a motorized water vessel on Lake Lure until they have completed Lake Lure designated training and obtained a Lake Lure Boat Operator License. Penalty, see § 6.01 **Amended 2-13-07, 6-13-17, 9-26-22**

(B) It shall be unlawful for any person to operate a water vessel on Lake Lure in a reckless or negligent manner so as to endanger the life, limb, or property of any person upon or near said Lake. It shall also be unlawful for the owner of any water vessel to allow said water vessel to be operated in a reckless or negligent manner so as to endanger life, limb, or property of any person upon or near said Lake. (Authority: N.C.G.S. § 75A-10) Penalty, see § 6.01 **Amended 9-26-22**

(1) Speed Restrictions:

(a) No person shall operate a water vessel on Lake Lure at a speed greater than is reasonable and prudent under the conditions then existing. Speed which is excessive under the circumstances shall be considered reckless or negligent as provided above. **Adopted 9-26-22**

(b) Except as provided elsewhere in these regulations, it shall be unlawful to operate a water vessel in excess of the following speeds:

(1) Forty-five miles per hour regardless of conditions **Adopted 9-26-22**

(2) “No Wake” speed within 75 feet of another vessel, 75 feet of the shoreline or in areas marked with a lawfully placed buoy or marker. **Amended 9-26-22**

(3) All water vessels must be operated at “No Wake” speed (max 1000 RPM) from

7pm to 7am during the months of October through April and 9pm to 7am during the months of May through September. **Amended 9-26-22**

(4) "No Wake" speed within 100 feet of an emergency vessel that is displaying its emergency lights **Adopted 9-26-22**

(~~BC~~) No person shall operate a water vessel on the waters of Lake Lure while under the influence of an impairing substance or after having consumed sufficient alcohol that said person has, at any relevant time after the operation of said water vessel, an alcohol concentration of 0.08 or more. The consumption of fortified wine and spirituous liquor on the Lake is prohibited by N.C.G.S. §18B-301. The fact that a person charged with violating this subsection is or has been legally entitled to use alcohol or a drug is not a defense to a charge under this section.

Amended 6-13-17

~~(C) — No person shall operate a motorized water vessel on Lake Lure until they have completed Lake Lure designated training and obtained a Lake Lure Boat Operator License. Penalty, see § 6.01 Amended 2-13-07, 6-13-17, 9-26-22~~

(D) No person may operate a water vessel with a child under 13 years old aboard unless each child is either:

(1) Wearing an appropriate personal flotation device (PFD) approved by the U.S. Coast Guard; or

(2) Below decks or in an enclosed cabin (Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 7-13-21, 9-26-22**

(E) No person shall engage in motorized water vessel racing on Lake Lure. Penalty, see § 6.01 **Amended 9-26-22**

(F) No person shall place, throw, deposit, or discharge or cause to be placed, thrown, deposited, or discharged on the waters of Lake Lure, any litter, raw sewage, bottles, cans, papers, or other liquid or solid materials (to include trash, brush, leaves and scrap building materials) which render the waters unsightly, noxious, or otherwise unwholesome so as to be detrimental to the public health or welfare or to the enjoyment and safety of the water for recreational purposes. (Authority: N.C.G. S. § 75A-10)

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 6-13-17, 9-26-22**

§ 4.06 WATER SPORTS.

(A) All persons involved in water sports in Lake Lure shall wear proper U.S. Coast Guard approved life vest gear. No more than two persons engaged in water sports may be towed behind one boat (with the exception of water-skiing shows permitted by the Town).

Penalty, see § 6.01 **Amended 9-26-22**

(B) No person shall engage in watersports unless at least one of the following conditions is met: (Authority N.C.G.S. § 75A-13) Penalty, see § 6.01

- (1) There is in the vessel a person, in addition to the operator, in a position to observe the progress of the person or persons being towed. **Adopted 9-26-22**
- (2) The vessel is equipped with a rear-view mirror. **Adopted 9-26-22**

(C) No person shall engage in water sports in any cove or “No Wake” zone.
(Res. Passed 3-9-04) Penalty, see §6.01 **Amended 9-26-22**

§4.07 FEES.

(A) Water vessel permit fees. Various fees shall be assessed for water vessel permits for residents, non-residents, dealers, and commercial establishments (both resident and non-resident) and shall be as established by the Marine Commission pursuant to a schedule adopted annually. A copy of the schedule of current fees shall be kept at all times in the Town office. **Amended 6-13-17**

(B) Slip fees. Various rental fees shall be assessed for slips at the Town Marina and shall be as established by the Marine Commission pursuant to a schedule adopted annually. A copy of the schedule of current fees shall be kept at all times in the Town office.
(Res. Passed 3-9-04) **Amended 6-13-17**

§4.08 COMMERCIAL OPERATIONS.

Commercial operations shall be allowed on the waters of Lake Lure subject to the following conditions:

(A) A lake commercial license shall be required annually prior to purchasing commercial boat permits. **Amended 6-13-17**

~~(B) All commercial operators shall successfully complete a Marine Commission approved boating safety class annually.~~

~~(B)~~ No person or commercial operation shall conduct business on Town owned land without a required concession agreement. Penalty, see § 6.01 **Adopted 9-26-22**

~~(D)~~ All applications for lake commercial licenses shall be accompanied by proof of marine liability insurance written by a company approved by the State of North Carolina and AM Best for all associated motorized boats. Commercial classifications 1, 2, 3, 4, 5, 6, & 8 must have minimum liability coverage of \$1,000,000.00. Commercial classification 7 shall carry the appropriate type of insurance policy (commercial/non-commercial) suitable for business operation, and have minimum marine liability coverage of \$300,000.00. All commercial operators shall name the Town as co-insured on the required policies.
Amended 4-28-05, 6-12-18

~~(E)~~ No single business owner or commercial operation may have more than seven permits for motorized boats unless they have a concession agreement with the Town specifically stating a different number. **Amended 9-26-22**

~~(F)~~ No single business owner or commercial operation may have more than ten (10) permits

for non-motorized boats, unless they have a concession agreement with the Town specifically stating a different number. **Amended 4-28-05**

(~~GF~~) The only way that a business owner or commercial operation may obtain more permits than what is allowed in any one classification or in total is to enter into a concession agreement with the Town of Lake Lure. A concession agreement is also required if a business owner or commercial operator wishes to do business from any land owned by the Town.

Amended 4-10-12, 6-13-17

(~~HG~~) Livery operations shall be located within a Zoning District that permits commercial use.

Adopted 10-8-19

(~~HI~~) Commercial operators shall report to law enforcement any violation of State or local regulations as well as any observed accidents.

(~~HJ~~) Commercial operators must render assistance to any disabled vessel(s).

(Res. Passed 4-12-05) Penalty, see § 6.01 **Amended 9-26-22**

(~~KJ~~) Water sports are expressly prohibited behind boats with a resort, livery, service, tour boat and fishing commercial classification (including boats associated with rental homes).

(Res. Passed 4-11-06) **Amended 6-13-17, 6-12-18**

(~~LK~~) Commercial craft shall not be operated when lightning is visible or thunder is audible. Commercial craft operating on the Lake when these conditions occur must return to moorings immediately. (Res. Passed 4-11-06) **Amended 6-13-17**

(~~ML~~) Because there are limits in the numbers of commercial boat permits issued, once a boat permit has been issued for a particular commercial classification, that boat shall retain that classification until the permit expires. A boat cannot change classification in the same calendar year that it was permitted. Commercial vessels may only be operated for the purpose approved in the commercial license. Dual permitting of boats is prohibited. (Res. Passed 10-12-10)

Amended 6-12-18

(~~NM~~) Boats licensed in commercial classification 5 (tour boats) shall be subject to the following further conditions:

(1) Voice amplification systems shall not be allowed. **Amended 6-13-17**

(2) Operations will be carried out at low wake in all parts of the Lake except the center.

(3) Each boat shall show the name of the commercial operator and have large numerals to facilitate identification for comments. **Amended 4-10-12**

(4) Tour boats shall not navigate under a bridge or enter a cove other than the Town marina cove except for picking up and dropping off passengers. **Adopted 6-13-17**

(5) Tour boats shall not navigate in “no wake zones” except when picking up and dropping off passengers. **Adopted 6-13-17 Amended 1-14-20**

(6) Boarding and departing passengers will be allowed access only from commercial landings with the exception of special events approved by the Town Manager or Parks, Recreation, and Lake Director. **Adopted 6-13-17 Amended 1-14-20**

(7) Tour Boats shall not travel in clusters and must be separated at a minimum distance of 100 yards. **Adopted 6-13-17**

(8) Tour boats require a concession agreement with the Town regardless of the number permitted. **Adopted 6-13-17**

(~~ON~~) Commercial licenses and boat permits issued for Class 8 are for use with vacation rental properties only, and only to the tenants of said property. Class 8 boat rentals to the general public at large are prohibited. **Adopted 1-14-20**

(~~PO~~) No vacation rental watercraft shall be permitted to tow any person(s) at any time. **Adopted 10-8-19**

(~~QP~~) Vacation rental management companies shall only provide motorized and non-motorized watercraft(s) that are registered and commercially permitted with their business. **Adopted 10-8-19**

§4.09 LAUNCHING WATER VESSELS & LAUNCH SITES.

(A) Launching of motorized water vessels into the Lake shall be allowed only from general and private launch sites. **Amended 6-13-17**

(B) No new private launch sites for motorized boats may be created on the Lake.

(C) The Marine Commission may close or restrict use of any or all general launch sites when it is deemed that conditions exist which threaten the safe, recreational usage of the Lake. (Res. Passed 4-12-05) Penalty, see § 6.01 **Amended 6-13-17, 9-26-22**

§4.10 LAKE COMMERCIAL LICENSING.

(A) A lake commercial license is required prior to purchasing commercial boat permits.

(B) All new lake commercial license applications and all lake commercial license renewal applications must be received by the first day of November. **Amended 6-13-17**

(C) The Marine Commission will complete its review of all license applications and may issue lake commercial licenses by the first day of January of the following year.

LAKE USE REGULATIONS

(D) **Lake Commercial License Schedule of Criterion** – In determining both the number of lake commercial licenses that may be available for issuance to each of the eight commercial classifications defined in Section 1.02 and whether to issue a license in response to an application either for a new lake commercial license or to renew an existing lake commercial license, the Marine Commission may consider the following criteria (and such other criteria as the Marine Commission may consider reasonable and appropriate.) **Amended 6-13-17**

Criterion	Commercial Classifications							
	Livery (Class 1)	Resorts (Class 2)	Camps (Class 3)	Ski Schools (Class 4)	Tour Boats (Class 5)	Fishing Guides (Class 6)	Services (Class 7)	Vacation Rentals (Class 8)
Lake Impact Limit (Summer)	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	<u>TBDper Calc*</u>
Lake Impact Limit (Spring/Fall)	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	<u>TBDper Calc*</u>
Lake Impact Limit (Winter)	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	TBD per Calc*	<u>TBDper Calc*</u>
Max Permits / Operation	4 per owner or business entity**	3 per owner or business entity**	3 per owner or business entity**	2 per owner or business entity**	2 per owner or business entity**	2 per owner or business entity**	2 per owner or business entity**	1 VRM per owner or business entity** and up to 5 VRN

LAKE USE REGULATIONS

Criterion	Commercial Classifications							
	Livery <i>(Class 1)</i>	Resorts <i>(Class 2)</i>	Camps <i>(Class 3)</i>	Ski Schools <i>(Class 4)</i>	Tour Boats <i>(Class 5)</i>	Fishing Guides <i>(Class 6)</i>	Services <i>(Class 7)</i>	Vacation Rentals <i>(Class 8)</i>
Mooring Restrictions	<p>Commercial business operations must be conducted from lake structures adjacent to lots zoned CG, GU, R3 or R4 (except house rentals, service boats). Commercial boats may be moored in any zoning district under these conditions:</p> <ul style="list-style-type: none"> a) The boat is moored at property being used as a residence for the business owner or an employee. b) Primary business operations are not being conducted at the residence. 							
Residence Requirements	<p>It is the intent of the Marine Commission to limit lake commercial licenses to those business entities, which are principally located in the corporate limits of the Town of Lake Lure. The Marine Commission reserves the right to cancel lake commercial licenses if it is later discovered that the business entity is not principally located in the corporate limits of the Town of Lake Lure. Non-resident fishing guides, contractors and boat repair companies hired by residents of Lake Lure may apply to the Lake Lure Marine Commission for special permits. If approved, non-resident commercial licensees will be allocated boat permits at a fee adjusted to represent the Non-Resident annual fee plus the commercial surcharge as applied to Resident annual permit fee.</p>							
Marine Liability Insurance Requirements	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$300,000 per incident. Town of Lake Lure must be listed as co-insured.	Minimum coverage of \$1,000,000 per incident. Town of Lake Lure must be listed as co-insured.

Amended 9-26-22

LAKE USE REGULATIONS

Criterion	Commercial Classifications							
	Livery (Class 1)	Resorts (Class 2)	Camps (Class 3)	Ski Schools (Class 4)	Tour Boats (Class 5)	Fishing Guides (Class 6)	Services (Class 7)	Vacation Rentals (Class 8)
Lodging Restrictions	No lodging amenities allowed for this commercial category	All clientele must be lodged at facilities within the corporate limits of the Town of Lake Lure	All campers must be lodged at facilities within the corporate limits of the Town of Lake Lure	No lodging amenities allowed for this commercial category	No lodging amenities allowed for this commercial category	No lodging amenities allowed for this commercial category	No lodging amenities allowed for this commercial category	House rentals must occur in corporate limits of the Town of Lake Lure
Operator Requirements	All operators must be informed of Lake Use Regulations, provided a Lake Use Regulation pamphlet, and complete a Marine Commission approved boating safety class annually.	All commercial operators shall successfully complete a Marine Commission approved boating safety class annually. Applications for lake commercial license(s) require a list of operator(s). Any changes to operator(s) list must be delivered to the Town within 14 days of the change. Boating safety course certificates are required for all operator(s) listed on application. Certificates must be submitted to the Town prior to operator(s) performing lake associated business service(s). Amended 6-13-2017						All operators must be informed of Lake Use Regulations, provided a vacation boat rental contract addendum, and complete a Marine Commission approved boating safety class annually.

Amended 9-26-22

LAKE USE REGULATIONS

Criterion	Commercial Classifications							
	Livery (Class 1)	Resorts (Class 2)	Camps (Class 3)	Ski Schools (Class 4)	Tour Boats (Class 5)	Fishing Guides (Class 6)	Services (Class 7)	Vacation Rentals (Class 8)
Order of Priority	<p>Among applicants that meet all of the criteria (above) for their classification, lake commercial licenses will be granted in priority order until the available commercial capacity is fully consumed for a given classification. The order of priority will be as follows:</p> <p>First: Commercial boats that were approved in the prior year, provided the business remains in good standing with respect to lake operations and adherence to regulations, in order of business establishment date. Resident businesses have priority over non-resident businesses.</p> <p>Second: Additional boats for businesses approved in the prior year, provided:</p> <ul style="list-style-type: none"> (a) the business has not reached the individual maximums for # of boats (by class) (b) the business remains in good standing with respect to lake operations and adherence to regulations (c) there is capacity remaining for the desired class of commercial boating activity (additional boats ordered by date of business establishment) <p>Third: New applicant businesses, provided there is capacity remaining for the desired class of commercial boating activity. Boats for these new businesses will be approved in the following priority order:</p> <ul style="list-style-type: none"> (a) businesses based in the Lake Lure town limits, ordered by date established (b) out-of-area businesses, ordered by date established <p>Notes:</p> <p>(1) A business that does not renew a boat for a year loses their priority position if they decide to return to commercial operations in succeeding years. They will be considered a new business.</p> <p>(2) A business that transfers owners and does not miss a year of commercial licensing will retain their priority position.</p>							

Amended 04-08-2014, 06-13-2017, 10-8-19, 1-14-20

**In determining lake impact limits, formulas and data utilized by the U.S. Army Corps of Engineers, the Department of the Interior, the Environmental Protection Agency and the Coast Guard were employed to determine the following impact per business classification.*

*** As provided in Section 4.07, no business owner or commercial operation may have more than seven motorized over 10 hp boat permits across all commercial classifications, unless they have obtained a concession agreement with the Town.*

LAKE USE REGULATIONS

(E) The Marine Commission may suspend or revoke lake commercial licenses at any time for violation of applicable Lake Use Regulations. (Res. Passed 4-12-05)
Penalty, see § 6.01 **Amended 9-26-22**

SECTION 5: LAKE STRUCTURES

§ 5.01 ACCESS TO BOATS, BOAT HOUSES, PIERS, BOARDWALKS OR DOCKS.

(A) It shall be unlawful for any person, firm or corporation to access any boat or lake structure within the lake boundary or so near thereto as to interfere with the owner's access of the same without permission of the owners thereof.

(B) By exception, Town personnel or designated representatives may conduct permit inspections, structural safety inspections or install and maintain utility infrastructure under or near lake structures. The Town of Lake Lure will exercise a reasonable due diligence to coordinate these operations with the affected property owners.

(Res. Passed 3-9-04) Penalty, see § 6.01 **Amended 6-13-17, Amended 9-26-22**

§ 5.02 INSTALLATION AND MAINTENANCE OF UTILITY INFRASTRUCTURE

(A) The Town of Lake Lure may direct the relocation or removal of impediments to utility infrastructure such as watercraft or other floating structures. Vacate or relocation orders for personal property including boats berthed or suspended within lake structures may be required to ensure safe access for utility installation and maintenance. The Town shall have authority to remove watercraft or other floating structures when property owners fail to do so and owners who fail to comply with directed orders may be subject to towing and storage fees for relocated property, in addition to any other penalties assessed pursuant to § 5.02(C) below.

Adopted 9-26-22

(B) Required structural modifications to lake structures may be required to ensure safe access for utility installation and maintenance. The Town of Lake Lure may take reasonable measures to redesign and relocate pilings and other structures used to support boathouses and other lake structures in order to facilitate the installation and maintenance of utilities, pursuant to Session Law 2022-6, §20.2(a). **Adopted 9-26-22**

(C) It shall be unlawful for any person or entity to fail or refuse to remove watercraft or other floating structures subject to a vacate or relocation order or to hinder, resist, obstruct, delay or otherwise interfere with the Town's efforts to remove watercraft or other floating structures or the Town's efforts to redesign and relocate support pilings or structures when the same is determined as necessary for the orderly and convenient installation of utilities or maintenance thereof. Violations of this section shall subject the offender to any one, all, or any combination of the penalties set forth in N.C.G.S. §160A-175 and §1-10 of the Lake Lure Code of Ordinances. Violations of this section also constitute a misdemeanor pursuant to N.C.G.S. §14-4, punishable upon conviction by a maximum fine not to exceed \$500.00 for each separate violation or by imprisonment not to exceed 30 days pursuant to the authority of N.C.G.S. §14-3(a) (3).
Amended 9-26-22

SECTION 6: ENFORCEMENT; PENALTIES

§ 6.01 ENFORCEMENT; PENALTIES.

(A) All law enforcement officers with territorial jurisdiction as to any part of the waters of Lake Lure or its shoreline area within the limitations of their subject matter jurisdiction, have the authority of peace officers in enforcing the laws ~~and Town of Lake Lure Regulations~~ over all of the waters of Lake Lure and its shoreline area. A certificate of training issued by the North Carolina Criminal Justice Education and Training Standards Commission or the North Carolina Sheriffs' Education and Training Standards Commission will suffice for certification for the purposes of the Lake Use Regulations. **Amended 6-13-17**

(B) Any person, firm, or corporation violating any provision of the Lake Use Regulations for which no specific penalty is otherwise provided, shall upon conviction be guilty of a misdemeanor as provided in N.C.G.S. § 14-4; however, violations of § 4.04 and § 4.05 shall be as provided in N.C.G.S. § 75A-18. **Amended 6-13-17, 9-26-22**

(C) Any person, firm, or corporation violating any provisions of the Lake Use Regulations, upon conviction thereof, may be suspended from further use of Lake Lure, at the discretion of the Marine Commission. **Amended 6-13-17**

(D) Any person, firm, or corporation attempting to manipulate or defraud the permitting system, upon conviction thereof, may be suspended from further use of Lake Lure, at the discretion of the Marine Commission. **Adopted 10-8-149** ~~(delete the 4)~~

(E) The Marine Commission may also provide for enforcement of the Lake Use Regulations by other remedies, as authorized in N.C.G.S. § 160A-175, including the imposition of those civil fines defined in the schedule of fines, the ordering of specific equitable relief, including injunctions, or a combination of remedies. In addition, the Marine Commission may seek an appropriate equitable remedy issuing from a court of competent jurisdiction.
(Res. Passed 3-9-04) **Amended 4-11-06, 6-13-17**

(F) A schedule of fees for violations of Class A, Class B, Class C (Non-motorized), Class C (Motorized), and Class D shall be adopted by the Marine Commission annually. Said schedule may be amended by resolution of the Commission as required. (Res. Passed 4-11-06)
Amended 6-13-17

(G) All Class D violations, and the conviction thereof, will be in perpetuity and may result in permit revocation at the discretion of the Marine Commission. **Adopted 1-14-20**

LAKE USE REGULATIONS

**Schedule of Civil
Fines for Lake
Regulation**

**Fine
Number**

**Regulation
Section**

**Violation
Category**

1 - General Lake Use

Disposal of any litter, raw sewage, bottles, cans, papers or other liquid or solid materials including trash, brush, leaves or scrap building materials on the waters of Lake Lure	1.1	4.05(F)	D
Trespassing on boats, boat houses or docks	1.2	5.01 (A)	B

2 - Swimming

Swimming under the influence of an impairing substance	2.1	3.01	B
Swimming greater than 50 feet offshore unaccompanied by a boat	2.2	3.02 (A)	B
Swimming greater than 25 feet from a boat	2.3	3.02 (B)	B
Diving, jumping or swimming from any bridge or road	2.4	3.03	C

**3 - Boating
(Permits)**

Operation of boat without a valid permit	3.1	4.01 (A)	C
Failure to display 911 address on boat house	3.2	4.01 (N)	A
Manipulation of permitting process	3.3	4.01	D

**4 - Boating
(Operation)**

Operation of a prohibited water vessel	4.1	4.03	C
Wake Surfing within 150 feet of the shoreline or other vessel	4.2	4.04 (B)	C

LAKE USE REGULATIONS

Schedule of Civil Fines for Lake Regulation	Fine Number	Regulation Section	Violation Category
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Operation of boat at a speed greater than "no wake" speed within a no wake zone	4.3	4.04 (D)	C
Boat tied to a Town public dock for longer than 2.5 hours	4.4	4.04 (C)	A
Boat tied to a Town buoy or marker	4.5	4.04 (E)	A
<u>Operation of a non-motorized vessel outside the No Wake Zone</u>	<u>4.6</u>	<u>4.04 (G)</u>	<u>A</u>
Reckless or negligent operation of a boat (or allowing same)	<u>4.76</u>	4.05 (<u>BA</u>)	C
(a) resulting in damage to property	<u>4.76a</u>		C
(b) resulting in personal injury	<u>4.76b</u>		D
(c) resulting in death	<u>4.76c</u>		D
Excessive Speed	<u>4.87</u>	4.05 (<u>BA</u>) (1)	C
Motorized water vessel racing	<u>4.98</u>	4.05 (E)	C
Operation of a motorized water vessel without a Lake Lure Boat Operator License	<u>4.109</u>	4.05 (<u>AC</u>)	C
<u>Operation of a motorized water vessel with a child under 13 aboard and not wearing a personal flotation device.</u>	<u>4.11</u>	<u>4.05 (D)</u>	<u>C</u>

5 - Water Sports

Engaging in watersports without an approved life vest	5.1	4.06 (A)	C
Towing more than two persons engaged in watersports	5.2	4.06 (A)	C
Engaging in watersports without a designated observer or a rear-view mirror	5.3	4.06 (B)	C
Engaging in water sports in a prohibited cove or "No Wake" <u>Z</u> zone	5.4	4.06 (C)	C

LAKE USE REGULATIONS

Schedule of Civil Fines for Lake Regulation	Fine Number	Regulation Section	Violation Category
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<u>Engaging in water sports without appropriate boat permit</u>	<u>5.5</u>	<u>4.02, 4.08 (O)</u>	<u>C</u>
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**6- Commercial
Operations Only**

Use of boat for commercial purposes without a valid lake commercial license and boat permit	6.1	4.08 (A)	D
Failure to report violation of state or local regulations or observed accidents	6.3	4.01 (I)	A
Failure to render assistance to disabled vessel	6.4	4.08 (J)	A
Uncertified operator	6.5	4.08 (B)	C
Engaging in water sports (towing) without Class 4 Ski School License (or permission of such)	6.6	4.08 (K)	C
Operation of boat during lightning threat	6.7	4.08 (L)	C
Permanent mooring of any commercial boats at a lake structure out of compliance with zoning requirements of upland lots	6.8	4.08 (D)	D
Conducting business on Town owned land without a required concession agreement	6.9	4.08 (C)	D
Operation of a livery from residential vacation rental	6.10	4.08 (O)	C
Operation of a livery in a Zoning District that does not permit commercial use	6.11	4.08 (H)	C
Vacation Rental Management Company providing watercraft(s) for rent that are not registered with their business	6.12	4.08 (Q)	D

Violation Category

A = nuisance, little impact on others

B = minor impact on lake operations and safety

LAKE USE REGULATIONS

Schedule of Civil Fines for Lake Regulation	Fine Number	Regulation Section	Violation Category
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C = significant impact on lake operations and safety

D = major impact on lake operations and safety

Adopted 6-13-17; Amended 3-13-18, 10-8-19, 1-14-20, 9-26-22

(H) Any person, firm, or corporation that fails to pay a lake regulations civil fine within thirty (30) days of such fine being imposed may be suspended from further use of Lake Lure, including the forfeiture of boat permits, at the discretion of the Marine Commission. (Res. Passed 4-11-06)
Amended 6-13-17

(I) Revenues from lake use regulation civil fines shall belong to the Town of Lake Lure and used solely for funding lake operations. (Res. Passed 4-11-06) **Amended 6-13-17**

(J) Appeals from the provisions of the Lake Use Regulations shall be made to the Lake Lure Marine Commission. (Res. Passed 4-11-06) **Amended 6-13-17**

(K) It shall be the responsibility of the owner of any permitted vessel to see that any and all civil fines are paid in the event an operator using said vessel receives a citation. Failure to pay a lake regulations civil fine within 30 days may result in suspension from further use of the Lake, including the forfeiture of boat permits, at the discretion of the Marine Commission. (Res. Passed 10-12-10)

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Review Proposals for the Lease of the Former ABC Store

AGENDA INFORMATION:

Item Number: X
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

In early July, the Town advertised a request to receive proposals for the lease of the former ABC Store building located at 2654 Memorial Highway. The Town has received four Request for Proposals (RFPs). Town Council will review the RFPs and discussion will follow.

ATTACHMENTS:

Town's Request to Receive Proposals; Lake Lure Tours RFP; John Venuto RFP; Sonny Clark RFP; Wade Oppliger et al. RFP



Town of Lake Lure

Freestanding Retail Building for LEASE
(Updated 07/06/2023)



ADDRESS:

2654 Memorial Highway,
Lake Lure, NC 28746



COUNTY GIS PARCEL
NUMBER:

1616937

ZONING:

Commercial General

The Town of Lake Lure is requesting to receive proposals for the lease of its property at 2654 Memorial Highway. This property is the former location of the ABC Store in Lake Lure. The property is approximately 3000 square feet with approximately 1700 square feet in retail space.

The remaining space in the building is devoted to office(s), a stock room, and bathrooms. This property is on Memorial Highway near the Town Center with views

of the lake. It is also near the “Town Center” and the historic Lake Lure Inn. The zoning of the property is Commercial General.

**** Updated 07/06/23 **** Minimum Lease Rate to be considered in proposals (building only): \$2,500 per month.

In addition, the Town of Lake Lure also owns the adjacent property that is home to Lake Lure’s boat ramp for non-motorized watercraft and Pool Creek Park. The Town will consider the successfully proposed tenant being able to negotiate the use of part of this additional property as a part of the approval of the successful proposal.

**** Updated 07/06/23 **** Please note that those interested in submitting proposals are encouraged to put forth their very best and most competitive proposal for the use of this property. The Town is willing to consider alternatives in how the Town receives payment for the use of this space.

The Town is interested in receiving proposals for the use of the space immediately. Please include the following information:

Include in your proposal a detailed description of your proposed business/use of the property. Also, provide a “business plan” that includes any financial information that you feel is important in assisting the Town in evaluating your proposal and your background in operating your proposed business. Please include your name and contact information including phone numbers and email addresses.

How to submit proposals:

By USPS:
Town of Lake Lure
Attention: Hank Perkins
PO Box 255
Lake Lure, NC 28746

Or Hand Delivery:
Town of Lake Lure
Attention: Hank Perkins
2948 Memorial Highway
Lake Lure, NC 28746

Questions should be directed to:

Hank Perkins, Town Manager
(828) 625-9983 ext. 101
Email: whperkins@townoflakelure.com subject line to include “Lake Lure Building Lease Question”

Evaluation of proposals will start immediately, and the Town will continue to accept proposals until a leasing decision is made.

Note: Updated 07/06/23. Original RFP prepared on 06/29/23.

LAKE LURE TOURS, INC

P.O. BOX 10043

FLEMING ISLAND, FL 32006

**A PROPOSAL for the RE-USE of the
FORMER ABC STORE PROPERTY**

**addressed at 2654 Memorial Highway, and a portion of 2662 Memorial Hwy, Lake Lure, NC
(Parcel #1616937 and portions of Parcel #1616938)**

Whereas the Town of Lake Lure is interested in receiving proposals for a second-party's operation and use of the former ABC Store property; and whereas Lake Lure Tours, Inc. has interest in re-purposing 2654 Memorial Highway, Rutherford County GIS PIN # 0632878422 / Parcel #1610937 and portions of 2662 Memorial Highway, Rutherford County GIS PIN # 0632876300 / Parcel #1616938, Lake Lure Tours, Inc. is pleased to present the following property use plan, use value proposal, and attached annotated illustrations.

Continuously since 2007, Lake Lure Tours, Inc. (herein 'LLT') has been and remains a financially-sound, mutually-beneficial Concession Agreement partner with the Town of Lake Lure (herein 'the Town'). Hence, in order to further LLT's commitments to and positive fiduciary relationship with the Town, as well as to expand our core business, LLT proposes to re-use the main former ABC Store building (Parcel #1610937), along with a shared use of the non-motorized watercraft launch site, and unrestricted use of six motorized watercraft slips at the north terminus of the former ABC Store property (both latter being portions of PIN #1610938). Pool Creek Park is specifically excluded from this proposal. [Highlighted on the Exhibit are the areas of LLT's proposed operation of a retail services business complex.]

LLT's proposed use (by LLT or a responsible teaming partner) of the approximately 3,000-square-foot, former ABC Store building and its immediately-adjacent parking spaces is to remodel as needed, stock, promote, and operate an open-to-the-public retail business operated under a DBA of "Lake Lure Outdoors" – catering to tourists and residents in supplying a wide variety of "outdoors" and related products and supplies including gear, accessories, and related "outdoor" products, targeting recreation and tourism in the form of fishing, hiking & climbing, camping, and lake enjoyment activities.

As planned, and operating daily, "Lake Lure Outdoors" store would vend fishing paraphernalia (licenses, equipment, bait, and tackle); hiking and climbing gear (clothing including footwear, climbing accessories, trail refreshment & sustenance products); camping supplies and accessories (including prepared and unprepared camp foods, stove fuel, camp supplies, raingear, area camping literature); watercraft paraphernalia (life vests, paddles, watercraft footwear and clothing, various accessories); and the usual area-specific souvenir goods (caps, T's, sweats, and assorted Lake Lure logo souvenirs). Additionally, the site would represent the Town by providing a secondary Town Center area purchase point for lake-use watercraft permits .

LLT's goal for the former ABC Store building is a well-stocked, attractive, outdoor-focused retail store. And, in order to affect a viable, quality retail storefront, LLT may wish to team with an experienced,

solvent, and successful area outdoor store operator with a proven track record of quality merchandising from an attractive premises.

Also managed and retailed from the site (but not necessarily from inside of the store building), non-motorized and motorized pontoon watercraft rentals and sales, and, if and as feasible, a debarking point for hourly guided boat tour services catering primarily to out-of-area bus-transported tour groups. LLT proposes to use and maintain six boat slips (three covered slips; three open-air slips) for use by short-term local and visiting motorized watercraft operators as well as dockage for portions of LLT's current or expanded fleet of motorized rental watercraft. Moreover, LLT may opt to provide a debarking point at the ABC slips for tour-bus groups enjoying hourly guided tours launched from Washburn Marina -- which would relieve some ongoing traffic congestion at Washburn Marina and provide a secondary debarking location for pre-booked tour bus groups and their bus parking. (Bus tour groups unloading and embarking on guided tours from Washburn, while debarking at the former ABC slips, where their tour buses would stage after the group's lake tour leaves the Washburn Marina.)

Because the operating business hours would include Sundays (10 a.m. opening), LLT nor a potential LLT teaming partner is interested in interrupting the use of the property and store parking area by Chimney Rock Baptist Church for its seasonal, 9 a.m. Sunday services; nor the use of the launch site by residents' or visitors' properly permitted non-motorized watercraft; nor the public use of Town-installed permanent iron benches and shoreline fishing access along the lakefront of the property; nor parking for persons using Pool Creek Park. Paved and unpaved parking of the site should remain reserved for LLT's business operations -- excepting Sunday mornings, anytime vehicle parking for non-motorized watercraft launchers, parking for patrons of Pool Creek Park, and group tour boat customers' tour bus parking.

Evaluation of the worth to the tenant / lessee (LLT and its store-operator teaming partner) by LLT indicates the appropriateness of a fixed, year-round, stand-alone lease rate of \$60,000 per year/ paid at the rate of \$5,000 per month, year round).

OF NOTE: LLT has no interest in changing, reducing, or amending any of the following: Our current operation of the Town's marina building and slips; our retail gift, souvenir, and accessory sales at the Washburn Marina building; our representing the Town in completing Lake Lure watercraft permit sales; our marine gasoline sales; or our motorized pontoon rental or guided lake tour boat business.

This proposal is intended (1) to assist the Town in obtaining the highest and best use of Town-owned property; (2) to expand LLT's services to the residents and tourists of Lake Lure; and (3) to enlarge LLT's commitment to a quality partnership with the Town of Lake Lure.

Respectfully,
LAKE LURE TOURS, INC.


George Wittmer
(828-625-2019 / george@lakelure.com)

SITE ILLUSTRATION

Aerial view of 2662 and 2654 Memorial Highway, with annotations illustrating certain portions of 2662 relevant to and those excluded from this proposal.



Town of Lake Lure Proposal
2654 Memorial Hwy
Parcel 1616937

Objective

To secure property listed above for successful 80 seat full-service restaurant commercial development
Open 7 days a week

Business Terms

- 3-year contract
- Two 1-year options
- Rent \$2,500 month
- 2% concessions with Quarterly Distributions

Town will provide.

- Floor Plan
- Permits for Build out
- Contactors Build out
- Plumbing Design and build out
- Commercial Septic tank/Grease trap
- Kitchen 14 ft Hood approx. \$21,000
- 20 parking spaces included
- Gas line installation
- Electric installation
- Backside lighting and Landscaping for outdoor seating
- Front lighting
- Signage in front space
- Indoor lighting
- Walk-in cooler/Freezer
- Building taxes
- Required to handle all building and landscape maintenance

Restaurant will provide

- Restaurant will provide all specs for build out including, Electric, Plumbing, Hood, Grease trap, Floor design
- Restaurant concept
- Kitchen equipment
- Furniture, Fixtures and Equipment
- Liquor License
- Restaurant will be required to maintain property and Equipment
- Business will provide all Licenses and insurances
- Business will be required to manage all routine maintenance

The Cove At Lake Lure

Seafood – Steaks - Sandwiches

Business Plan

John Venuto Owner

The Cove at Lake Lure

Business Plan

John Venuto Owner

Executive Summary

Product

The Cove is a local restaurant in the heart of Lake Lure. The Cove will provide not only an exceptional experience but a memorable moment that matters, by providing an elegant array of fresh local and exotic fare and signature libations. Upon entering you will be greeted with a “Welcome to our Home” culture. Our guests will be provided with an eloquent, personalized, dining experience.

Customers

The Cove consists of hands-on business owner, managers, bartenders, servers, and back of the house staff who strive to provide the most exceptional dining experience in Hendersonville and the surrounding areas. The target audience for The Cove is the local community and the tourism population. The Cove is located in the heart of downtown Lake Lure nestled by the Lake, with 1,500 year-round residents with a median income of \$71,00. Lake Lure stands out for its pedestrian friendly downtown, hiking trails, outdoor adventures, wineries, breweries and a thriving culinary scene

Future of the Company

The Cove has an optimistic future as an owner-operator, full hands-on deck-approach. We will continue to stay innovative, competitive and true to our culture statement. We have the opportunity to be successful by exceeding guest satisfaction and continuing to build on the local-guest relationships and capturing the visiting population.

Lake Lure is currently growing at a 1.29% and has increased by 3.29%, growing each year the county as a whole is 1,500 people. Under this scenario the visitors to Rutherford County are spending \$324 million per year. The untapped market for this area on finer foods is very limited, therefore the future of The Cove will be able to capitalize tremendously through the residents and the overnight and daytime visitors.

Company Description

Mission Statement

To provide an exceptional experience by creating memorable moments that matter, through the elegant array of fresh local and exotic fare, signature libations and an eloquent, personalized, dining experience.

Principal Members

John Venuto — Owner, Executive Chef

Legal Structure

Furnished upon approval: JTV is a Limited Liability Corporation, DBA, incorporated in Hendersonville, North Carolina

Market Research

Industry

The industry was shaken up in 2020 due to the Covid-19 pandemic. 17% of restaurants went into closure. As restaurants begin to open, the rise in need for dining has increased. According to the National Restaurant Association, 83% of adults say they are not eating on the premises at restaurants as often as they would like. 90% of baby boomers have reported that they would like to dine out more frequently at restaurants. The recent surge in people going out to eat has shown a rise, due to the increase of individuals through the vaccination process and more people returning to employment. In a recent survey done by Statista, 30% stated to be excited to be able to eat out again, 24% had already ate out, as 6% stated that they are not excited to eat out. This shows a strong progression of individuals and the continuation for needs of restaurants.

Detailed Description of Customers

The target audience for The Cove are residents, specifically residents of surrounding areas. We also strive to target the vast population of tourists who visit the area through the summer and fall months, bearing in mind the 17 million visitors to Western North Carolina. Thus, our guests will primarily include individuals who seek a quality dining experience: date nights, anniversaries, engagements, special occasions, birthdays, wedding receptions or an elevated dinner for a group of friends or family.

Company Advantages

The Cove will provide elegant and exceptional service, as opposed to many of our contenders. We have many advantages that sets us apart:

- Operating Owner
- Creating \$30 million of gross revenue in past partnerships
- 25 years of professional networking with elite vendors
- 25 years of experience in General Management
- 25 years of experience in concept and construction development
- Owner/ Executive Chef education: IUP Graduate in Culinary and Business Management
- With my successful experiences, I have created healthy, non-toxic work environments, while training, coaching, and counseling our team of professionals while achieving excellence in the hospitality industry

Regulations

The Cove must meet all Federal and state regulations through OSHA, ABC and Food Service and Safety.

Service Line

Product/Service

Services Include:

- Hospitality
- Quality Dining Experience with Food and Drink
- Teamwork Environment
- Clean and Safe Atmosphere
- Trendy, Seasonal Menus
- Lunch and Dinner Revenue
- Private Catering/Banquets on and off premise
- Retail
- Guest Satisfaction

Pricing Structure

The Cove will offer

- Lunch items
 - Appetizer \$8-\$16
 - Salads \$10-\$25
 - Sandwiches & Plates \$12-\$18
 - House Made Desserts \$8-\$12
- Dinner items
 - Appetizer \$8-\$18
 - Salads \$10-\$25
 - Entrees \$19-40
 - Specialty Items \$Market
 - House Made Desserts \$8-\$12
- House Wine \$9
- White Wine Glass \$10-\$15
- Red Wine Glass \$10-\$15
- White Bottle \$32-\$75
- Red Bottle \$32-\$75
- Reserve Wine \$80-\$350
- Signature Cocktails \$14
- Martinis \$16

Intellectual Property Rights

Furnished upon acceptance, The Cove, a trademarked name in the state of North Carolina, has yet to be filed for protection of proprietary processes and other intellectual property, such as our logo. We have also registered our domain name and parked relevant social media accounts for future use to prevent the likelihood of someone impersonating one of our properties.

Research and Development

The company is planning to conduct the following research and development:

- Continue diligence in market value and education within food sales and product knowledge for increased sales and new business
- Remain current in trends that may provide competitive pricing and product in order to ensure The Cove to carefully carve its niche in the marketplace

Marketing & Sales

Growth Strategy

To grow the company, The Cove will do the following:

- Network with local business owners, Chamber of Commerce, papers and fliers, social media, current following, and billboard/signage.
- Establish a company website that contains our culture statement, current menus, and food and drink photography.
- As the business grows, advertise in rental cabins, local inns, hotels, tourism welcome center, and local adventure businesses that reach our target population.

Communicate with the Customer

The Cove will communicate with its customers by:

- Day to day operations, speak to each individual table through “table touches”.
- Volunteer and sponsor in local charity events
- Using social media such as Twitter, Instagram, and Facebook
- Providing contact information on the company website

How to Sell

Current staff is warm, welcoming, experienced and knowledgeable in food service and hospitality, concluding in a memorable dining experience that will motivate repeat business and positive word of mouth reputation. We will also increase awareness to our targeted population through advertising locally through tourism welcome center, billboard, and social media.

Income	January	February	March	April	May	June	July	August	September	October	November	December	2022 Total
Food & Bev													
# of guests	1750	2000	6000	6,500	6,800	7,000	7,000	4,000	3,500	6,500	6,500	2300	59850
Lunch Sales	4,000	4,000	4,000	9,000	16,200	18,000	18,000	13,000	4000	6,000	6000	3000	105,200
Dinner Sales	36,000	40,500	150,000	150,000	150,000	150,000	150,000	80,000	80,000	150,000	150,000	50,000	1,336,500
Alcohol Sales	9,000	13,500	13,500	21,000	25,250	29,000	29,000	23,812	18,750	29,000	18,750	12,500	243,062
Banquet Sales											12,000	1,875	13,875
Total Sales	49,000	58,000	167,500	180,000	191,450	197,000	197,000	116,812	102750	185,000	186750	67375	1,706,137
REST LABOR													
Executive Che	3,800	3800	3800	3800	3800	3800	3800	3800	3800	3800	3800	3800	45,600
General Man	3800	3800	3800	3800	3800	3800	3800	3800	3800	3800	3800	3800	45600
Kitchen Mana	4,800	4800	4800	4800	4800	4800	4800	4800	4800	4800	4800	4800	57,600
FOH Manage	4800	4800	4800	4800	4800	4800	4800	4800	4800	4800	4800	4800	4800
Cooks	2000	2,000	2,000	2,016	2,016	2,016	2,016	2,016	2,016	2,016	2,016	2000	24,128
Dishwashers	1500	1500	1,728	1,728	1,728	1,728	1,728	1,728	1,728	1,728	1,728	1500	20,052
Servers	720	720	720	1,080	2592	2592	2592	2592	2592	2592	1,080	720	20592
Bartenders	858	858	858	2,376	2,376	2,376	2,376	2,376	1,584	1,584	1,584	858	20064
Bussers				660	660	660	660	660	660	660	660	660	5280
Food Runners				960	960	960	960	960	960	960	960	960	7680
Host/Hostess				1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	1,188	9,504
Total Rest	22278	22278	22506	27208	28720	28720	28720	28720	27928	27928	26416	22278	260,900
Restaurant T	938.9	938.9	1,790	1,360	1,436	1,436	1,436	1,436	1,396	1,396	1320	938.9	15822.7
Total labor W	19,716.90	23216.9	24296	29,756	31,344	31,344	31,344	31,344	30,512	30,512	28,924	23216.9	286,227
% of Labor	58%	37%	43%	35%	26%	26%	26%	32%	40%	31%	33%	38%	35%
% of Sales													65%
Food	7,650	12,150	11,700	16,200	23,820	20,700	20,700	17,775	17,775	20,700	16,875	11,250	197,295
Bar Costs	1,700	2,700	2,600	4,200	5,050	5,800	5,800	4,762	3,750	5,800	3,750	2,500	48,412
Resturant Su	150	200	4202	231	250	450	0	1622	1266	1100	83	272	9826
Total F B & S	9500	15050	18502	20631	29120	26950	26500	24159	22791	27600	20708	14022	255533

Gros prof aft	4,783.10	12,926	11,202	33,613	60386	61,456	61906	40,559	21,697	39,888	37,368	18,136	#####
Gross Profit %	14%	24%	22%	40%	50%	51%	52%	42%	29%	40%	43%	35%	41%
Variable Expenses													
Linen Cost	200	300	275	414	598	704.25	704	475	242	316	281	168	4677.25
CC transactio	901	1,457	1,358	2,084	3,257	4,000	1,815	1,962	1,525	2,370	2,551	1,675	24955
Marketing	1,410	1,410	1,410	1,410	1,410	1,410	1,410	1,410	1,410	1,410	1,410	1,410	16,920
Insurance & l	950	950	950	950	950	950	950	950	950	950	950	950	11400
Equipment Le	2,685	2,685	2,685	2,685	2,685	2,685	2,685	2,685	2,685	2,685	2,685	2,685	2,685
POS Lease	550	550	550	550	550	550	550	550	550	550	550	550	6600
Utilities	1,001	1,100	1,439	1,500	1,500	1,500	857	925	813	1,044	1,005	1,055	13739
Equipment repair													
Land Lease	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Misc Expense	500	500	500	500	500	500	500	500	500	500	500	500	6000
Total Rest Ex	10697	11452	11,667	12593	13950	14799.25	11971	11957	11175	12325	12432	11493	116976.3
cost%	31%	33%	68%	64%	38%	36%	38%	41%	37%	61%	66%	27%	77%



JOHN V. VENUTO

118 Gillespie In Hendersonville, NC 28792 (239) 850-8456

PROFESSIONAL SUMMARY

Over 25 years experience in restaurant development and operation. Proficient in creating themed style profitable concepts.

EXPERIENCE

4-23 to Present The Lake Lure Munch Box

Owner/Chef

- Created Menu for Food Truck establishment
- Controlled Food Cost
- Designed Marketing Program
- Crafted Signature Operating systems
- Re-Branded existing Establishment

11-20 to 3-23 The Highlands Kitchen Bar

Executive Chef/Owner

- Designed fine dining concept, renovated entire property Grossing \$1.7 million in sales
- Created Systems and standard operating procedures
- Control all costs with creative menus, signature dishes, cocktails and ordering checklists
- Hire, coach and counsel staff

9-2000 to 11-2010. Parrot Key Caribbean Grill

Executive Chef/Partner

- Redeveloped water-front property into 500 seat restaurant Grossing over \$10 million in sales
- Employed 200 staff year round
- Designed Caribbean themed menus, signature dishes, created systems, ordering procedures, Quality Logs,
- Followed OSHA guidelines, managed costs and inventory
- Maintained 20% annual growth

9-2008 to 11-2010. Big Game Bar & Grill

Executive Chef/Partner

- Redeveloped existing water-front property into 500 seat restaurant grossing over \$2 million in sales
- Employed 50 person staff year round
- Created sports themed concept
- Managed costs, inventory, purchases

EDUCATION

Indiana University of Pennsylvania 1997-1998

Certificate in Culinary arts and Hotel and Restaurant Management

Sunny Time To-Go

Chicken Salad Wrap...12

Shredded Chicken, Pecans, Broccoli, Grapes, Mayo stuffed inside a Tortilla wrap

Blackened Shrimp Tacos.....14

Red Cabbage slaw, Chimi Churri, Pico De Gallo, Jalapeno Aioli

Fried Honey Chicken Rice Bowl.....14

Crispy Honey Chicken Honey Dipped, Saffron Rice, Red Cabbage Slaw, Jalapenos, Grape Tomatoes, candied Walnuts, yellow Rice

Shredded Beef Torta12

Slow roasted , thinly sliced, Avocado, Tomato, Jalapeno, Mayo, crumbled Cheese on a Telera bun

Avocado Shrimp Salad.....14

Chopped Shrimp, Avocado, Red Cabbage, tomatoes, Corn Relish candied Pecans, Romain Hearts, and Mango Vinaigrette

Grilled Veggy Wrap.....11

Zucchini, Squash, Red Peppers, Avocado, Mixed Greens, Corn Relish and Jalapeno Crème Fraiche

The Cove At Lake Lure

Beginnings

Conch Chowder

Cup.....5. Bowl....7

Colossal Salted Pretzel.....12

Served with Beer Cheese & Spicy Mustard

Birria Nachos...14

Topped with Mango Salsa, Black Olives, Jalapenos
Jack-Cheddar Blend and smothered with sweet Enchilada Sauce

Fried Calamari....12

Tender Squid Tubes, Fried Zucchini, Banana Peppers

Shrimp Ceviche16

Shrimp, Onions and Cilantro in a light Tomato broth served with Tortilla
Chips and garnished with Guacamole

Oyster Rockefeller16

Spiked with Jose Cuervo, Spinach, Bacon, Mango puree, Asiago Cheese and
topped with Jalapenos

Mango Bango Mahi Bites.....14

Golden Fried and tossed with and Chef John's Signature Mango Bango
Hot Sauce

Street Corn Deviled Eggs.....9

Topped with Spicy Cheetos and Cilantro Cream Fraiche

Tuna Waffle19

Diced Tuna, , Kimchi, Tobiko Caviar, Seaweed Salad, fire roasted Corn Relish
and drizzled with Ponzu

From The Garden

Add Scallops.....18 Add Chicken.....8 Add Shrimp.....12. Add Salmon16

Classic Caesar.....10

Romaine Lettuce, Croutons, Asiago Cheese and creamy Caesar Dressing

Wedge Salad.....14

Iceberg wedge, Blue Cheese Crumbles, Blue Cheese Dressing and crumbled
Pancetta

The Cove House Salad.....10

Mixed Greens, candied Walnuts, Grape tomatoes, Cucumbers, red Onions,
Goat Cheese and pickled Beets

The Cove at Lake Lure

Handhelds

All Handhelds served with Sidewinder Fries

or

Truffle & Asiago Sidewinders.....4

BBQ Short Rib Banh Mi.....16

Shredded Cabbage slaw, Cilantro, Carrots, and Jalapenos

Brisket Burger....14

Kaiser Bun topped with Lettuce, Tomato

Add Cheese...1 Add bacon...2

Buttermilk Chicken Sandwich

Chili lime fried, Honey dipped, placed on a bed of mixed Greens, topped with Red Cabbage Slaw.....16

Fish Tacos

Blackened Cod, topped with Jicama Slaw and drizzled with Sriracha Aioli served on Flour Tortillas with Yellow Rice.....16

Fried Cod Sandwich

Panko crusted, served on a Kaiser Bun with shredded Lettuce and Tomato served with Creole Remoulade.....14

PO Boy's

Lobster....24 Shrimp....16

Served on sliced Roll with shredded Lettuce and diced Tomato

Sesame Tuna Wrap.....19

Diced Ahi Tuna, Seaweed Salad, Carrots, Pickled Radish, Cilantro stuffed inside a soft Tortilla wrap

Pecan & Broccoli Chicken Salad Wrap....12

Tossed with mayo and stuffed inside a Tortilla Wrap

Mains

Seafood Paella26

Saffron infused rice, PEI Mussels, Sausage, Clams, Calamari, Peppers, Corn

Chicken & Waffles.....19

Crunchy waffles, Buttermilk fried Chicken topped with Jicama Slaw, drizzled with Maple Syrup and dusted with powdered Sugar.....16

Mac & Cheese

White Cheddar Mac12

Lobster Mac.....21

BBQ Pork Mac...14

Birria Mac14

Fish & Chips.....19

Cod battered and golden fried served over Sidewinder Fries...

Breaded Trout.....26

Panko crusted served with yellow Rice sauteed Summer Veg and topped with Roasted Tomato Mousse

Jumbo Lump Crab Cakes..... 29

Served with yellow rice Sauteed, Vegetables and Drizzled with Key Lime Aioli

Crispy Salmon.....22

Grilled with Sweet crispy Chili Honey Gaze, topped with pickled Cabbage slaw, Served over Yellow Rice and sauteed Vegetables

Churrasco Sirloin26

Topped with Chimi Churri and served with Jalapeno Cheddar Grits

Sides

Truffle Fries...8

Red Cabbage Slaw ...4

Southern Collards.4

Jalapeno Cheddar Grits.....6

LETTER OF INTENT

August 1st, 2023

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

This Letter of Intent (this "Letter") sets forth the interest of
Sonny Carter
The Beach Club
Dogwoods Enterprise LLC
828.674.8461
Sonnycarter2012@gmail.com

Regarding: Proposal for the lease and occupancy of 2654 Memorial Highway, Lake Lure, NC 28746
COUNTY GIS PARCELNUMBER:1616937

This Letter sets forth certain terms and project proposal to be included in a future definitive Lease agreement with such other representations, warranties, conditions, covenants, indemnities and other terms as the parties may agree upon. The parties agree that their goal and interest herein is to bring about the Transaction, and thus, promise to negotiate the Lease Agreement in good faith for the period set forth below and the description of operations contained below.

As an organization we will agree and pursue the required training and certifications to facilitate this service meeting the required state approval for all services contained in this proposal:

1. Intended use of property and Description of service offerings

PROVISIONS AT THE LAKE, Lake Lure's True General Store

We aim to be a hub for outdoor and recreation services and needs.
And a much-needed resource for the Lake Lure community offering retail and grocery needs, deli services with the development of delivery service to the members of the community. Future development of an Arcade for youth.

We seek to secure lease of the property for a 5 year term. With lease commencing January 1st, 2024. Launch of Operations in Early Spring 2024.

Services offerings:

Fishing licensing
Boating licensing
Bait & Tackle sale
Guided fishing trips
Fishing instruction
Fishing equipment rental
Boating tour
Paddle board rentals
Grocer & Retail
Deli and Food delivery
Arcade / Youth entertainment

2. Lease Bid Proposal

\$2500 -\$2800 monthly for the first and second year
\$3500 monthly for the third and fourth year
\$4000 on the fifth year

We would seek to attain 4-6 additional parking spaces and would require boat dock and slip access.

3. Exclusivity. Seller agrees that it will not negotiate directly or indirectly with any other party concerning the sale of the Property for a period of _____ days after the date of this Letter.

4. Confidentiality. The parties agree to apply strict confidentiality to the existence and the contents of this Letter, including any information shared or obtained in accordance with this Letter.

6. Governing Law. This Letter and all matters thereto shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to its conflict of laws principles.

7. Non-binding. This Letter is intended only as a reflection of the intention of the parties, and neither this Letter nor its acceptance shall constitute or create any legally binding or enforceable obligation on any party, except with regards to Exclusivity, Confidentiality, Termination and Governing Law.

8. Miscellaneous. This Letter contains the entire understanding between the parties and supersedes all previous agreements, if any, between the parties concerning the same or substantially similar subject matter. This Letter may be amended, supplemented or otherwise modified only in a writing signed by duly authorized representatives of each party. This Letter may be executed in counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document. The section headings are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision in this Letter.

9. Other. _____

If the foregoing terms and conditions are acceptable, please sign and return this Letter to the undersigned.

Very truly yours,

Buyer Full Name

Buyer Full Name

Buyer Full Name

Agreed to and accepted by:

Seller Signature

Seller Full Name

Seller Signature

Seller Full Name

Seller Signature

Seller Full Name

August 1, 2023

To: Hank Perkins, Town Manager-Lake Lure, NC

From: Wade Oppliger

Leslie Rowland

Paul Brock

Nick Sottile

RE: LOI-Lake Lure Building Lease Question

Good day Mr. Perkins,

Each member of our group has demonstrated intentional betterment of our community by investing in and operating businesses that build community, create opportunity and improve the face of the Lake Lure and Hickory Nut Gorge region. With that same intent, we present our LOI and proposal for the building at 2654 Memorial Highway and adjacent property on the isthmus.

Our plan is to develop the area as the **Lake Lure Outdoor Center (LLOC)** offering services and programs to compliment-not compete or conflict with existing businesses in the area. Anchoring the project with the existing building at 2654 Memorial Highway which will become our Outdoor Outfitters retail/rental/guide space along with a coffee shop and juice bar.

Step 1

As quickly as possible, the building would be converted to a coffee shop and juice/smoothie bar and a “Gear, Guide & Go” center.

The coffee shop is a needed business in the area. The juice/smoothie bar is a similarly needed business that pairs in the same space easily and adds a service for the area as well as revenue for the stakeholders.

The “Gear, Guide & Go” center will come next. Simply, we will provide a curated assortment of products needed to enjoy the outdoor activities in the Lake Lure and Hickory Nut Gorge area. We expect to retail and rent these products depending on each items category. Additionally, we will offer guides and excursions to help residents and visitors enjoy all the area has to offer.

Step 2

As per the proposal sent forward to the Parks & Recreation Committee dated March 2, 2023; we are asking the Town of Lake Lure to grant Lake Lure Rowing Club use of the current town watercraft building and docks at the end of the isthmus at Pool Creek Park as a base for our rowing and water-based activities.

In addition to growing our current rowing club operations, we will add a rowing craft rental component based at this location. Plans for the building are to fill in the boat slips inside the building, creating a solid floor that would house a rowing-based gym focused on stationary rowing machine exercise, which is a low impact, full body fitness program with high cardiovascular benefit appropriate for all ages and abilities.

The Rowing Gym would host classes as well as be available other hours as a fee-based service. The building would serve as home to the quickly evolving Lake Lure Juniors Rowing program. The Lake Lure Rowing Club and Lake Lure Academy have partnered in a ground-breaking partnership that will begin in August 2023. An on-campus rowing club and off-campus rowing team are the expected off-shoots of the partnership.

A boathouse and dock access will also benefit Lake Lure by having facilities to host additional college and prep rowing teams in the future.

Step 3

As partners and/or funding can be secured, additional outdoor activity support will be added. Targets include: beach volleyball courts, e-bike rental (fun, clean-air, auto-traffic-reducing means of connectivity in the area).

We have had preliminary discussions about winter-time activities as well, which we will continue to explore. All partners agree winter business development is a top priority.

Step 4

We will create and secure funding for a non-profit WNC Heritage Center that will feature events on the property. Regional music, storytelling, crafting and skills will be featured.

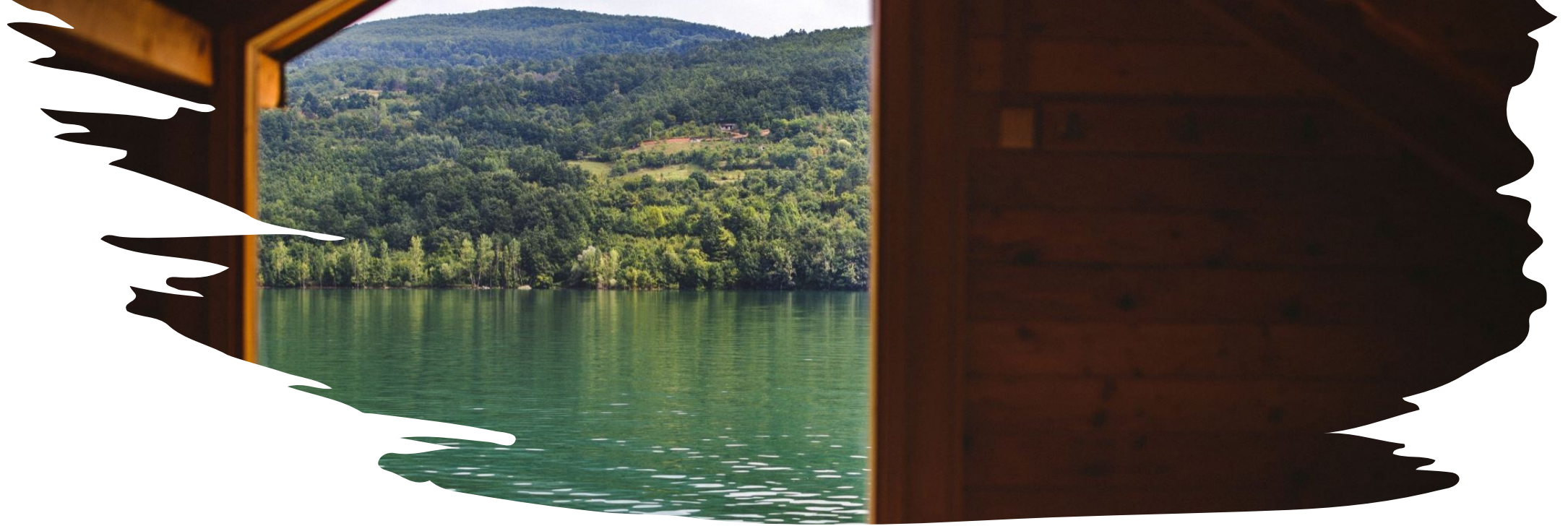
Our financial proposal

1. We agree to the \$2500/month rental for 2654 Memorial Highway
2. 120 days deferment to make alterations, purchase equipment and products and get the businesses started.
3. The LLOC group will take over management and maintenance of the Pool Creek Picnic park, all parking and the non-motorized boat access ramp (which will remain available for public use).
4. LLOC group will be granted use of the current town watercraft boathouse and all docks on the Pool Creek isthmus as soon as Town craft can be relocated to the new boathouse near the dam.
5. LLOC will be allowed to alter the boathouse to create a gym use space and allow lowering of the current docks to full pond level, so they can be used for rowing boat access.
6. The Town will receive 15% concession for the outdoor component. Business revenue forecast for the outdoor component:
 - 2023: \$1800.00
 - 2024: \$16,000.00
 - 2025: \$24,000.00
 - 2026: \$36,000.00
 - 2027: \$40,000.00

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

Wade

Wade Oppliger, Managing Partner
Leslie Rowland, Financial Partner
Nick Sottile, Financial Partner
Paul Brock, Guidance Partner



Lake Lure Outdoor Center

GEAR, GUIDANCE & GO!
IT'S ALL RIGHT HERE.

Why we need the LLOC

- The outdoor industry is a multi-billion dollar industry in NC—**LLOC** will create a hub for outdoor recreation in the Gorge area.
- We need an outdoor recreation central hub—the **Lake Lure Outdoor Center** will establish Lake Lure and the Hickory Nut Gorge as a premier destination for outdoor activities on land and on water,
- The **LLOC** will serve as a central location allowing businesses to coalesce, maximize outdoor activities and events, bringing visitors and revenue to Lake Lure by providing better access, resources and experiences for the community and guests

Who is the LLOC Team?

- **Wade Oppliger.** Operations Manager-Lake Lure Rowing.
 - Wade was selected and completed the cohort accelerator program offered by Mountain BizWorks and Outdoor Gear Builders (now Made X Mountains) in 2020. His participation in the program led directly to the Hickory Nut Gorge study completed in 2021 by the NCGrowth/Kenan Institute at UNC at Chapel Hill.
 - Wade was elected President and operated the Asheville Rowing Club for 3 ½ years growing active membership four-fold during that time.
 - Wade and his wife-Leslie (Lake Lure Rowing Club) are mentored by Wade's former rowing club, Texas Rowing Center, which is by all measures the top Master's Rowing Club in the USA. The Texas Rowing Center's Juniors program also is nationally recognized. (Lake Lure Rowing has partnered with the Lake Lure Academy to start a Junior rowing program in the fall of 2023)
 - Wade has completed his level II coaching certification by US Rowing (the governing body for rowing in the USA) satisfying his coaching credentials for rowing.
 - Wade has an extensive background in retail and product design, purchasing and merchandising.
 - Wade will focus on sourcing products and partners for each component of the LLOC and the operation of out-of-the building businesses (rowing, rentals, etc)
- **Leslie Rowland,** Owner-Lake Lure Rowing, Owns/Operates two successful, high-end, art galleries in Asheville.
 - Leslie has strong entrepreneurial skills and an extensive, successful career of self-employment.
 - Leslie served as Vice-President of the Asheville Rowing Club for two years and has completed her level II coaching certification by US Rowing.
 - Leslie will be a financial partner and offer guidance with visual merchandising and business strategy for LLOC.

Who is the LLOC Team?

- **Nick Sottile**, Co-owner/co-operator-Broad River Inn/Stagecoach Saloon & Bar, Chimney Rock Smokehouse
 - Nick is an established business operator in the Hickory Nut Gorge region with multiple successful enterprises.
 - Nick will be a financial partner, also offering operational expertise, logistical guidance and strategic planning for the LLOC project.
-
- **Paul Brock, Owner-Lured Market & Grill/Lured On The Fly, Sunken Buffalo**
 - Paul is also an established business operator in the Gorge region of multiple businesses.
 - Paul will offer guidance on logistics, purchasing, strategy and spearhead the non-profit component of the LLOC project by fund-raising and networking.

What is the LLOC?

- Fueling station-coffee, juice/smoothie bar
- “Gear, Guide & Go” Purveyor of outdoor gear and guided activities
- Outdoor activity center
- Meet up point for group outings and events
- Community fitness center
- Non-profit heritage center



Food & Beverage (Fueling Station)

- Coffee Shop & Juice/Smoothie Bar
- Protein snacks, foods, drinks for outdoor activities

Gear, Guide & Go

- Core equipment and clothing needs for outdoor activities in our area.
- Guides for hire for outdoor activities
- Meet up center for group hikes, rides, daytrips

Outdoor Activity Center

- Lake Lure Rowing Club and Row Rentals
- Indoor Rowing and Gym
- Bicycle & E-Bike Rentals
- River Runs Excursions
- Beach volleyball
- Meet up spot-organize for hiking, biking, excursions, events

Non-profit WNC Heritage Center

- Space and funding to present regional activities
 - Story-telling
 - Crafts/Art
 - Regional specific music

Site Plan

Sand
Volleyball
Courts



Indoor rowing, gym/yoga
space for visitors and area
residents

Row Gym

Coffee/Juice Bar
Fuel Station & Gear

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Discuss Advanced Data Networks Solutions (ADNS) Proposed Agreement Updates

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Advanced Data Network Solutions (ADNS) is proposing an updated Managed IT Service Agreement. The main recommended changes per ADNS are as follows:

Security Add-on. The quote for this element is \$30 for each user per month. ADNS has agreed to provide a quote for just phishing and 2FA, if the Town desires to forgo all of the security add-ons.

Cloud email archiving. This includes a \$1,200 setup fee.

All proposed terms and conditions can be found in the attached proposal from ADNS

ATTACHMENTS:

ADNS Proposed Agreement Update



advanced
data & network solutions

Managed IT Service Agreement



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THIRD PARTY AUTHORIZATIONS

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APPENDIX F

LETTER TO VENDORS FOR AUTHORIZATION

WELCOME LETTER

Dear Hank,

We are pleased to inform you that it is time to renew your Managed IT Service contract with us. We are grateful for your continued loyalty and trust in our services, and we want to take this opportunity to express our appreciation for your business.

We understand that your needs may have evolved since the last time you signed up for our services, and we have taken steps to enhance our offerings to better meet those needs. Our team of professionals is dedicated to providing you with exceptional service, and we are committed to ensuring that you receive the highest level of satisfaction possible.

As part of the renewal process, we will review your current service agreement and make any necessary adjustments to ensure that it reflects your current requirements. We will also work with you to identify any new services or features that may benefit your business.

We value your business and look forward to continuing our partnership with you. Please don't hesitate to contact us if you have any questions or concerns about the renewal process. Thank you for choosing our services.

Best regards,


Alex Newman & The Team @ Advanced Data

Managed IT Services - Proposal Items

Commitment Term:

The commitment term of this agreement is for: **12 Months**

Current Agreement Renewal

Description	Price	Quantity	Amount
<p>Monthly Recurring</p> <p>Flat Fee IT - User Support Flat Fee IT - Premium User Support</p> <p>Monitoring and Maintenance: System audit/asset management Customer portal case management Patch Management Weekly maintenance tasks Monthly onsite maintenance</p> <p>Support: 8am-5pm Remote Support 8am-5pm Onsite Support After hours emergency Support</p> <p>Managed Security: Local Firewall administration Antivirus Monitoring & Updating Anti-virus subscription/software Backups - Local and offsite backups of critical data and systems Email SPAM Gateway</p> 	\$160.00	38	\$6,080.00
	Each		
<p>Monthly Recurring</p> <p>Microsoft 365 Apps for Business Microsoft 365 Apps for Business</p> <p>Includes Desktop version of Microsoft Word</p>	\$9.96	9	\$89.64
	Per Month		

Microsoft Excel
 Microsoft PowerPoint
 Microsoft Outlook
 Microsoft Access
 Microsoft Publisher



Monthly Recurring

Hosted WiFi - Pro AP

Pro access point monthly rental including license
 Ruckus R610 AP
 802.11ac Three-stream MIMO 3x3:3
 Concurrent dual-band (5GHz/2.4GHz) support
 1300 Mbps (5 GHz) and 450 Mbps (2.4 GHz) of user
 throughput
 Capable of supporting up to 512 clients
 Mobile device ready: Tri polarized adaptive antennas with
 512 antenna patterns per radio for ultra-reliability

\$35.00	2	\$70.00
Each		



Additional Available Add-Ons

Setup Fees May Apply

Description	Price	Quantity	Amount
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Monthly	\$6,239.64
Tax	\$6.27
Total	\$6,245.91

AGREEMENT DETAILS

You **Town of Lake Lure**,

located at 2948 Memorial Hwy, Lake Lure, North Carolina, 28746 (“You”, “Yourself” or “Your”)

are engaging us **Advanced Data**

of 60 Ravenscroft Dr, Asheville, NC, 28801 (“We”, “Us” or “Our”)

to provide:

The services to you as outlined in this Agreement for the pricing as outlined in our Proposal.

OUR GENERAL TERMS AND CONDITIONS

All of the Terms in this Agreement are in addition to Our *General Terms and Conditions*, which can be found at <https://www.adnsolutions.com/legal>.

By signing this Agreement, you also agree to those *General Terms and Conditions*.

For any terms that exist in both, the terms in this Agreement will override.

COMMITMENT TERM

The minimum term that You have agreed to use Our Services is outlined in Our Proposal to you and is referred to as the Commitment Term.

The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiry of the Committed Term, an extension of the Term will automatically renew equal to the period of the original Committed Term, unless earlier terminated as outlined in the ‘Termination’ section below.

PRICE ADJUSTMENT

(a) The monthly price will change up or down depending on the actual number of devices under management for a given month. A device is considered under management if it is active in our management system for any day of that month.

(b) Commencing one (1) year after the Effective Date of this Agreement, and at each subsequent anniversary, the price of client Agreement will be increased automatically in line with the latest publicly advertised CPI figure (Consumer Price Index) by the Federal Government. Notwithstanding the foregoing, in no event shall Managed Services Monthly Fees be reduced for any year as a result of a CPI adjustment made as provided herein, and in no event shall Managed Services Monthly Fees increase by more than ten percent (10%) for any year as a result of a CPI adjustment made as provided herein. We reserve the right to not raise prices at these intervals.

TERMINATION

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.

Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to:

Accounts Department
60 Ravenscroft Dr
Asheville, NC 28801

ESCALATION

While We strive to provide You with the best possible support at all levels, We leave an open communication channel right up to “the big boss” for You in the event You ever need to Escalate an issue further

If you ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

1. **Team Leader**

Name: Michael Homlish
Email: michael@adnsolutions.com
Phone: 828-210-8802

2. **Service Manager**

Name: David Rose
Email: david@adnsolutions.com
Phone: 828-210-8808

3. **Managing Director / CTO**

Name: Brian Scheewe
Email: brian@adnsolutions.com
Phone: 828-210-8810

Please note that these Escalation Points are not to be used for lodging Service Requests.

All Service Requests must be lodged through the normal methods as outlined in our General Terms and Conditions.

If You lodge a Service Request through one of these Escalation Channels, this will be treated as an “Emergency Upgrade” Service Request and will be charged at the “Emergency Upgrade” rate found on our Rate Schedule.

OUR RESPONSIBILITIES

OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may make a claim for credit within 7 days of the incident in writing to:

Accounts Department
60 Ravenscroft Dr
Asheville, NC 28801

If We agree Your claim is valid, You will be credited 5% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 20% per month.

If the support request is lodged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency Upgrade”. Please see our Rate Schedule for more information on “Emergency Upgrades”.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT’S COVERED

As part of this Agreement, we endeavor to include all the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It's important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

REPORTING

Throughout the service period we gather metrics and data on your system. We have the ability to report on this data. We can generate reports that may be helpful to track and manage your business and better inform you to make decisions. In most cases we will generate these reports and present them to you during our normal meeting schedule, however if you would like to receive additional reporting, please communicate that to your vCIO who will accommodate these requests as best we can.

QUARTERLY BUSINESS REVIEWS

At least quarterly We will provide to You to a Quarterly Business Review Session. Think of this session as meeting with your Virtual IT Manager.

In this session, we run through items such as, but not limited to, the following:

- Last Quarters Metrics
- Your Plans for the next Quarter
- Refresh Cycle Update / Minimum Standards
- Technology Budget Update
- Technology Update
- Anything else you need to raise / discuss related to your IT

You agree to allocate your time for each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

You agree to give us at least 5 Business Days' notice if you need to re-schedule or amend an upcoming Quarterly Business Review. If You don't give us at least 7 Business Days' notice, that quarters Business Review will still be counted as used.

YOUR RESPONSIBILITIES

MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our Service obligations, these can be found here <https://www.adnsolutions.com/rtp>. We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

LODGING OF SERVICE REQUESTS

The process for lodging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

Critical and High Priority Service Requests must be lodged via phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these .

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorised to lodge Service Requests, as all requests received by us will be chargeable and/ or allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

THIRD PARTY AUTHORIZATIONS

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If We are not Authorized for a particular Vendor, We may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to deal with that Vendor on Your behalf when needed.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

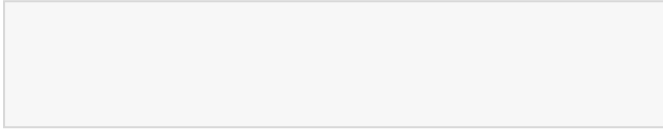
SIGNATURE / ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Managed Service Agreement to be signed by their duly authorised representatives as of the date set forth below.

Accepted by:

Advanced Data, Supplier

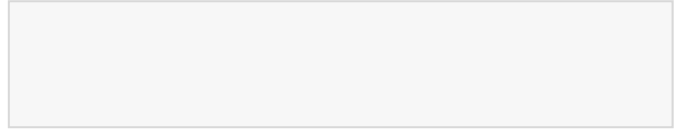
Town of Lake Lure, Customer



(Alex)

Alex Newman

Design Desk Specialist



(Hank)






Hank Perkins

Town Manager

APPENDIX A

GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority level examples.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 Critical	Your Main Server is offline and all users are unable to work.	2 Hour
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 High	Your Internet Connection is offline, users can still work locally	4 Hours
	Your CEO's computer has stopped working	
	Your main Accounting Software has stopped working	
 Medium	A user's desktop won't turn on so they can't work	8 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 Low	Printing is slower than normal	2 Business Days
	A single user is unable to scan	
	A user needs a program installed on their PC	
 No Priority	Pro-Active maintenance of systems	N/A

APPENDIX B

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- Additions, moves or changes to users, devices, configurations, or network
- Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- Issues lodged outside Our Business Hours
- Items caused by Hardware or Software not meeting our Minimum Standards
- Service Requests related to Software not on our Approved Software List (see Appendix D)
- Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- Service Requests for issues related to user-initiated Virus and Malware Infections
- Service Requests for Issues involving the sourcing of hardware/software
- Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

APPENDIX C

AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
CONSULTING		
Onsite Quarterly Business Review (QBR)	Quarterly	YES
End-User Office365 Training Program	24x7x365 Via Portal	YES
DESKTOP, LAPTOPS AND SERVERS		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues ⁽³⁾	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing ⁽³⁾	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Weekly	YES
Update Approved 3 rd Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Weekly	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practice Security Policies	On-Going	YES
BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Server and Computer Backup Failures ⁽¹⁾	As Needed	YES
Monitor Office365 Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Office365 Backup Failures ⁽¹⁾	As Needed	YES
Manual Test Restore & Report of All Approved Backups ⁽¹⁾	Monthly	YES

PRINTERS		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Troubleshoot Printer Hardware Issues ⁽³⁾	As Needed	YES
Warranty Claim Processing ⁽³⁾		
NETWORK		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment	Monthly	YES
Monitor Network Switches Operations & Availability	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability	24x7x365	YES
Monitor Router Operations & Availability	24x7x365	YES
Monitor Firewall Operations & Availability	24x7x365	YES
Warranty Claim Processing ⁽³⁾		
DOMAIN NAMES		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
MOBILE PHONES & TABLETS		
Configure Outlook or Mail App ⁽²⁾	As Needed	YES
Configure Skype for Business App ⁽²⁾	As Needed	YES
Configure OneDrive for Business App ⁽²⁾	As Needed	YES
Configure Teams for Business App ⁽²⁾	As Needed	YES

OFFICE 365		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES

Install & Connect OneDrive Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Skype for Business Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Teams Desktop Client ⁽²⁾	As Needed	YES

(1) Only applies to when using the Backup Platforms in our Recommended Technology Platform.

(2) This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

(3) As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

APPENDIX D

APPROVED SOFTWARE LIST

- Microsoft Software – *Microsoft Office Suite*
- Google *Chrome*
- Adobe Applications – *Reader, Air, Shockwave*
- Java Runtime Environment
- PDF Creator
- 7 Zip
- FileZilla
- SentinelOne EDR Protection
- Axcient Backup

APPENDIX E

DEFINITIONS & INTERPRETATIONS

“Agreement” means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

“Plan Fee” means a quote provided to You by Us;

“Proposal” means a Quote or Proposal provided to You by Us;

“Rate Schedule” means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion;

“Recommended Technology Platform” is the list of Software and Hardware found at <https://www.adnsolutions.com/rtp> and updated by Us from time to time.

“Response Time” Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times;

"Services" means the provision of any services by Us including Work, advice and recommendations;

"Service Request" means any request for work that either you ask us to perform, or we perform proactively on your behalf;

“Software” includes software and any installation, update, associated software and any services provided in connection with any of these things;

APPENDIX F

LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.



EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted Advanced Data to manage our IT and Technology needs.

To be able to do this effectively, Advanced Data needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at Advanced Data to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise.

Should you require any further details, please let us know.

Regards,

Hank Perkins
Town Manager

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023

SUBJECT: Discuss Proposal for the Purchase of Public Works Property located at 136 Bottomless Pools Drive by Lake Lure Properties, LLC

AGENDA INFORMATION:

Item Number: XII
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Lake Lure Properties, LLC, has submitted a proposal for the purchase of the Town Public Works fenced yard, permanent structures, and water well & draw-down radius. The property is located at 136 Bottomless Pools Drive. In their proposal, Lake Lure Properties expressed that they would like to accomplish the following:

- Repurpose and remodel the main 3-bay maintenance building into a public-access facility to house a Lake Lure Historic Museum
- Repurpose and remodel the lean-to storage area for large exhibit items, such as vehicles, equipment, and large items of historic local significance
- Repurpose the western most, 2-bay metal building as museum and related LLP storage
- Improve and landscape the combined open portions of parcels (Public Works and LLP-owned) for public enjoyment as foot traffic and graveled parking
- Allow Town's continued use, mechanical maintenance of, and uninhibited access to a wellhead and drawdown area located centrally at the properties, until which time that the Town may no longer require the use of the well and draw-down buffer zone
- Allow the Town a necessary period of time to remove the parcel(s) its equipment, containers, maintenance materials, portable structure – which time frame should be no less than 160 days after closing

Lake Lure Properties cited two separate appraisals of the property and offered the Town \$250,000 for the purchase of the property. Additional information can be found within the attached proposal. Town Council will review and discuss the proposal.

ATTACHMENTS:

Proposal for Purchase by Lake Lure Properties, LLC

**A PROPOSAL for the PURCHASE of
Town Public Works Fenced Yard, Permanent Structures, and
Water Well & Draw-down Radius
136 BOTTOMLESS POOLS DRIVE,
LAKE LURE, NORTH CAROLINA**

By

**Lake Lure Properties, LLC
P.O. Box 10043
Fleming Island, Florida 3200**

To

**The Town of Lake Lure
Hank Perkins, Town Manager**

August, 9, 2023

**A PROPOSAL for the PURCHASE of
a Town-owned,
Public Works Yard and Improvements**

The intent of Town of Lake Lure Ordinance § 92.031B CTC COMMERCIAL, TOWN CENTER DISTRICT is expressed at its opening: “Because this commercial district is the focal point of commerce in Lake Lure and is subject to the public view, which is a matter of important concern to the whole community, it should provide an appropriate appearance, ample public parking, controlled traffic movement, and suitable landscaping.”

Further, Ordinance § 92.031B, in reifying its intent, “. . . specifically excludes outside display of merchandise for sale or open storage of vehicles, motorized equipment, wrecked vehicles, inoperable vehicles, discarded tires, auto parts, and machinery and construction equipment,” and “moveable storage facilities.”

Since 2004, Lake Lure Properties, LLC (herein LLP) has restored, renovated, and enlivened Commercial Town Center (herein CTC) properties to the enhancement and attractiveness of the historic and cultural “downtown” of Lake Lure. In fact, the only CTC property(ies) not currently maintained by Lake Lure Properties are public islands and parking of Town Center, and a fence-enclosed parcel(s) currently housing Lake Lure Public Works Department’s structures, equipment & materials storage yard, and a water well and draw-down cone -- the other portion of which inside-the-fence parcel (PIN #1600737) is owned by LLP .

Previously commissioned Town of Lake Lure MASTER PLAN(s) envisioned considerable improvements to these Commercial Town Center properties (aka currently as Public Works and former John H. Moore property), specifically looking to the highest and best uses of the site as pedestrian-friendly, cultural, commercial, and professional uses. [Rutherford Bound “*Lake Lure Town Center Master Plan*” and Town of Lake Lure’s “Main Street” plan also illustrate these self-same uses].

Therefore, Lake Lure Properties, LLC respectfully proposes to purchase the Public Works footprint (including its permanent structures in use by Public Works and its well and draw down cone), and to make meaningful changes to Commercial Town Center Public Works footprint, including to LLP’s Parcel ID #1600737 -- in effort to meet the Intent and spirit of Town of Lake Lure Ordinance § 92.031B, and the Town of Lake Lure Master Plan(s), as follows.

1. LLP proposes to repurpose and remodel the main 3-bay maintenance building into a public-access facility to house a Lake Lure Historic Museum.
2. To repurpose and remodel the "lean-to" storage area for large exhibit items, such as vehicles, equipment, and large items of historic local significance.
3. To repurpose the western most, 2-bay metal building as museum and related LLP storage.
4. To improve and landscape the combined open portions of parcels (Public Works and LLP-owned) for public enjoyment as foot traffic and graveled parking.
5. To allow Town's continued use, mechanical maintenance of, and uninhibited access to a wellhead and drawdown area located centrally at the properties, until which time that the Town of Lake Lure may no longer require the use of the well and draw-down buffer zone.
6. To allow the Town a necessary period of time to remove from the parcel(s) its equipment, containers, maintenance materials, portable structures -- which time frame should be no less than 160 days after closing.

As to evaluation of the Public Works footprint and informing LLP's proposed purchase price, LLP has attached two separate appraisals -- one produced for LLP January 29, 2022 by Tanner Real Estate Services and a second appraisal produced for the Town of Lake Lure, by Miles Hamrick, June 9, 2023.

It is LLP's desire to offer a purchase price in excess of either of these appraisals. Specifically, LLP is willing to pay \$250,000 for Public Works' current, inside-the-fence footprint (including fixed structures, the western lying metal building, and the well & drawdown cone). Following closing of the transaction, LLP's intent is to combine the Town's Public Works property (inclusive, per above) with LLP's Parcel ID #1600737 to create an attractive facility for both residents and tourists.

Should the Town of Lake Lure accept this proposal, LLP shall require neither a financing caveat (a cash transaction), a due-diligence period, an environmental audit, nor any other delays or encumbrances to a speedy closing.

Respectfully,
LAKE LURE PROPERTIES, LLC


George Wittmer, Managing Member

ATTACHMENT 1
APPRAISAL by TANNER REAL ESTTE SERVICES, INC.
January 29, 2022

RESTRICTED APPRAISAL REPORT

JANUARY 29, 2022

TOWN OF LAKE LURE
PUBLIC WORKS DEPT
136 BOTTOMLESS POOLS DR
LAKE LURE, NC 28746

FOR

GEORGE WITTMER
LAKE LURE PROPERTIES LLC
PO BOX 10043
FLEMING ISLAND, FL 32006

BY

EDGAR W. TANNER, JR.
TANNER REAL ESTATE SERVICES, INC.
110 WEST MARION STREET
SHELBY, NC 28150

Tanner Real Estate Services, Inc.
110 W. Marion Street
Shelby, NC 28150

May 3, 2022

Mr. George Wittmer
Lake Lure Properties LLC
PO Box 10043
Fleming Island, FL 32006

Dear Mr. Wittmer:

In accordance with your authorization to engage me, I have estimated the value of the fee simple estate, of the existing building, currently being used as the Lake Lure Public Works Department, located at 136 Bottomless Pools Dr, Lake Lure, NC 28746, owned by the Town of Lake Lure.

The Restricted Appraisal Report is intended to comply with the reporting requirements set forth under all of Standards Rule 2-2© of the Uniform Standards of Professional Appraisal Practice for a restricted use appraisal report. As such, it presents no discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinion of value. Most of the supporting documentation concerning the data, reasoning, and analysis is retained in our file. The depth of discussion contained in this report is specific to your needs and for the intended use as indicated below. We are not responsible for unauthorized use of this report.

The economic analysis was concluded with information provided by the market. This information includes land and building sales. There are no extraordinary assumptions or hypothetical conditions affecting the final opinion of value.

The estimate of value from each approach selected, and the final opinion of value are summarized elsewhere in the report. The opinion of value is the current value, in fee simple estate, as of January 29, 2022. The final opinion of value of the subject property is **\$134,000**.

If you have any questions, please do not hesitate to call.

Sincerely yours,

Edgar W. Tanner, Jr.
North Carolina State-Certified General Appraiser, A4711

ATTACHMENT 2
APPRAISAL by Miles Hamrick
June 9th , 2023

MILES HAMRICK

Appraisal Services, Inc.

188 Double Oaks Road, Gastonia, N.C. 28056 (704) 864-4166 / FAX: (704) 413-3017 miles@mileshamrick.com

June 9th, 2023

Client: Town of Lake Lure, NC
2948 Memorial Highway
Lake Lure, NC 28746
Attn: William H. Perkins, Jr. MPA, ICMA-CM

Subject: Parcel 1612898, 136 Bottomless Pools Drive, Lake Lure, NC 28746.

Dear Mr. Perkins,

As you requested, in the engagement letter, I have completed the attached *REVISED* appraisal report. The property appraised consisted of a single-tenant, service garage - all on a 0.55-acre site (excluding well area). The well area is to be valued separately as Excess Land. I visited the site on 04/17/2023 and found the subject owner-occupied. The date of 04/17/2023 (Current) will be considered the date of valuation.

The purpose of this appraisal is to estimate the as is market value of the fee simple interest in the property. The intended use of the appraisal is to assist in marketing decisions and financial reporting of the property. The intended user(s) of this report are the listed clients only and their legal representatives.

The appraisal conforms to the Uniform Standards of Professional Practice (USPAP), dated January 1, 2020, Standards 1 and 2-2(a) and is reported in an *appraisal report* format. Supporting documentation concerning the data, reasoning, and analysis is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

My conclusion is that as of the effective date of the appraisal, 04/17/2023 the market value of the fee simple interest for the subject is \$212,400.00 (rounded) "Upon Completion" (Parcel Subdivision). This is based on a 6 to 12-month marketing time as concluded within this report.

My conclusion is that as of the effective date of the appraisal, 04/17/2023, the market value of the fee simple interest of the subject is \$140,800.00 (rounded) "Upon Completion" (Deed Restriction and Parcel Subdivision)

My conclusion is that as of the effective date of the appraisal, 04/17/2023, the market value of the fee simple interest of the subject Excess Land at the Well Area is \$108,000.00 "Upon Completion" (Parcel Subdivision and Well Closing).

Thank you for the opportunity to be of service to you in this matter.

Sincerely,

Miles L. Hamrick, Sr., MAI, AI-GRS
NC General Certified Real Estate Appraiser NC A2003
SC General Certified Real Estate Appraiser SC 877

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023

SUBJECT: Discuss Enterprise Fleet Services

AGENDA INFORMATION:

Item Number: XIII
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Enterprise Fleet offers a method to managing fleet replacement through analytics software and technology, fleet planning tools, advising, preventative maintenance, and cost savings strategies. The importance of fleet management is to maintain both service life and economic life of Town vehicles. As of current, the Town has a fleet management schedule with vehicle lives spanning from 5 to 15 plus years, depending on the vehicle type. Enterprise Fleet would work with the Town to roll-over fleet on a five year schedule, ensuring the most efficient service and economic life of Town vehicles. Town staff recommends working with Enterprise Fleet Services to provide two police vehicles and possibly two public services vehicles, evaluating the impact of the services, and deciding how to best proceed with fleet management in the future. While only a select few vehicles will be provided through Enterprise Fleet in the initial stages, Town staff recommends that all Town vehicles be covered under Enterprise Fleet's maintenance management program immediately. Terms are flexible and allow the Town opt out of services on an annual basis, though previously provided vehicles will remain in possession of the Town through Enterprise Fleet until the five year roll-over schedule is completed.

ATTACHMENTS:

Enterprise Fleet Analysis Presentation Slides; Cost Analysis



FLEET MANAGEMENT

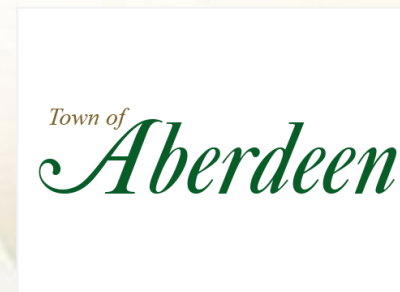


Town of
Lake Lure
est. 1927 North Carolina

August 9th, 2023



Current Government Clients



KEY POINTS

LOCAL

85+

Clients in North Carolina

6,000+

Vehicles under Management

NATIONAL

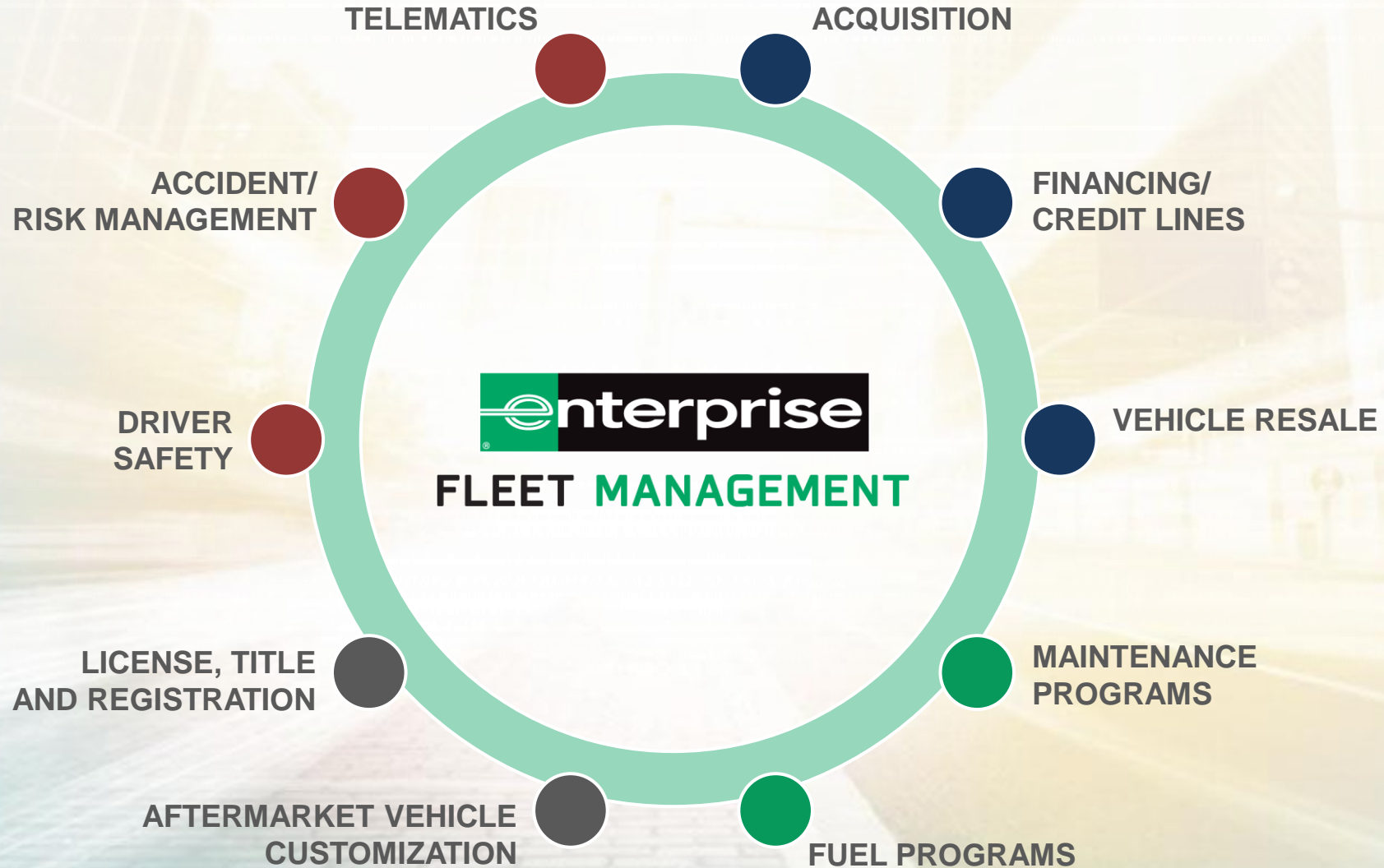
2,190+

Clients in North America

155,000+

Vehicles under Management

DELIVERING SOLUTIONS. DRIVING RESULTS



EXECUTIVE SUMMARY



Initial Meeting Recap

- Lake Lure fleet spread between several departments including Police, Fire, Parks/ Rec & Public Works.
- Currently pays cash for new vehicle acquisitions
 - *Sometimes utilizes debt service for PD*
- Maintenance is a mix of outsourced and in-house
- WEX Fuel Card Program
- Disposal via GovDeals



Fleet Overview

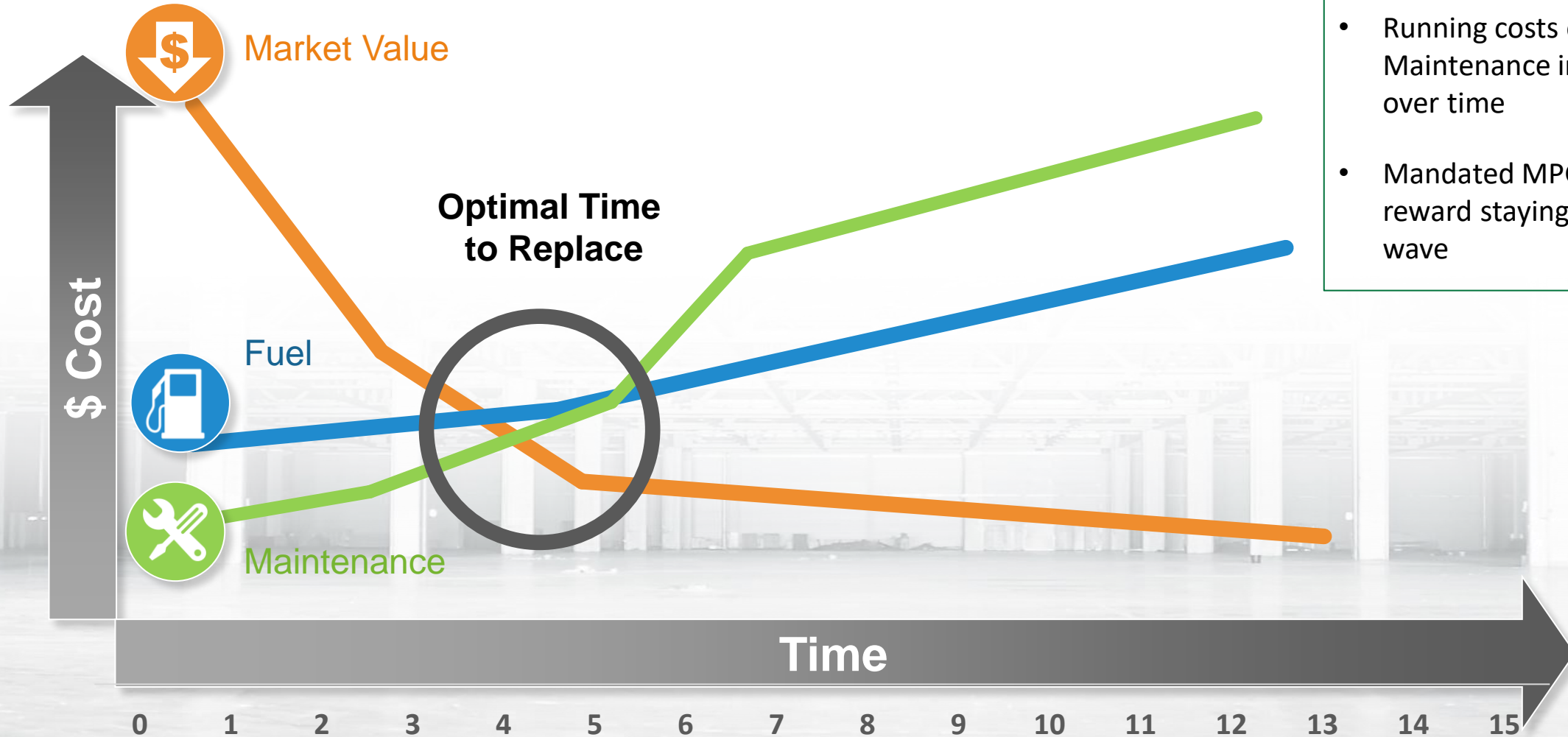
- 29 Light and Medium Duty Vehicles in Town Fleet
- Mix of Ford and GM
- Largest vehicle classes are pursuit SUV's
- Average Odometer is 70,719
- Average MY is 2017
- Current Hold Period is 9 years
- Estimated current fleet spend is roughly \$277,097 annually on fleet
 - \$94,697 on fuel
 - \$73,138 on Maintenance
 - \$109,280 on capital



Key Objectives

- Provide a custom program for Lake Lure that will achieve the goals of:
 - *Safer fleet for employees*
 - *Increased visibility & reporting*
 - *Create a more sustainable replacement and budget cycle*
 - *Reduce the age of current fleet by **3 Years***
 - *Reduce the total annual fleet budget by **4.5%***

EFFECTIVE VEHICLE LIFECYCLE



Key Observations

- Market Value declines over time
- Running costs of Fuel and Maintenance increase gradually over time
- Mandated MPG efficiencies reward staying on technology wave

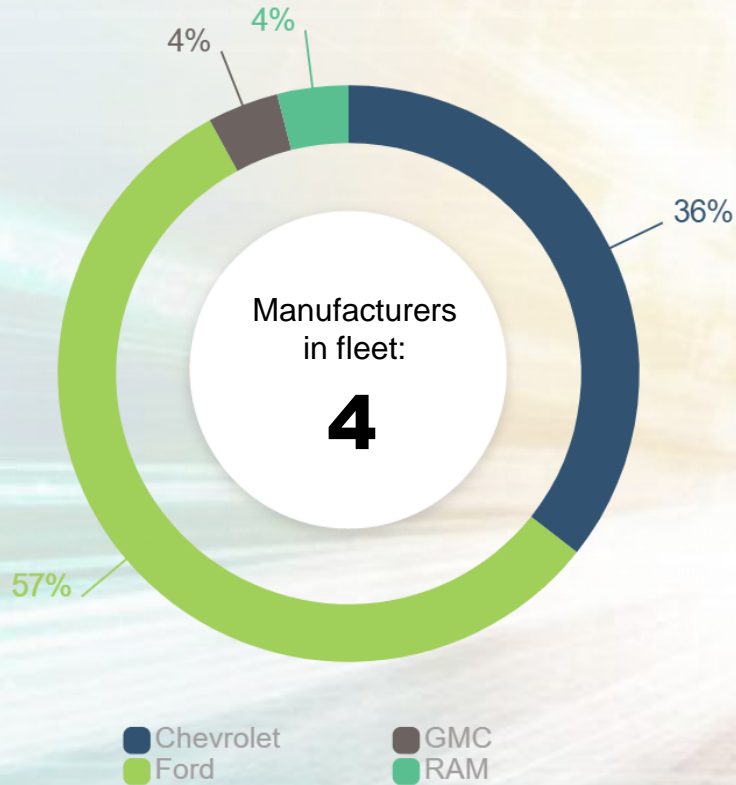
Fleet Profile

Total fleet size: Total fleet value:

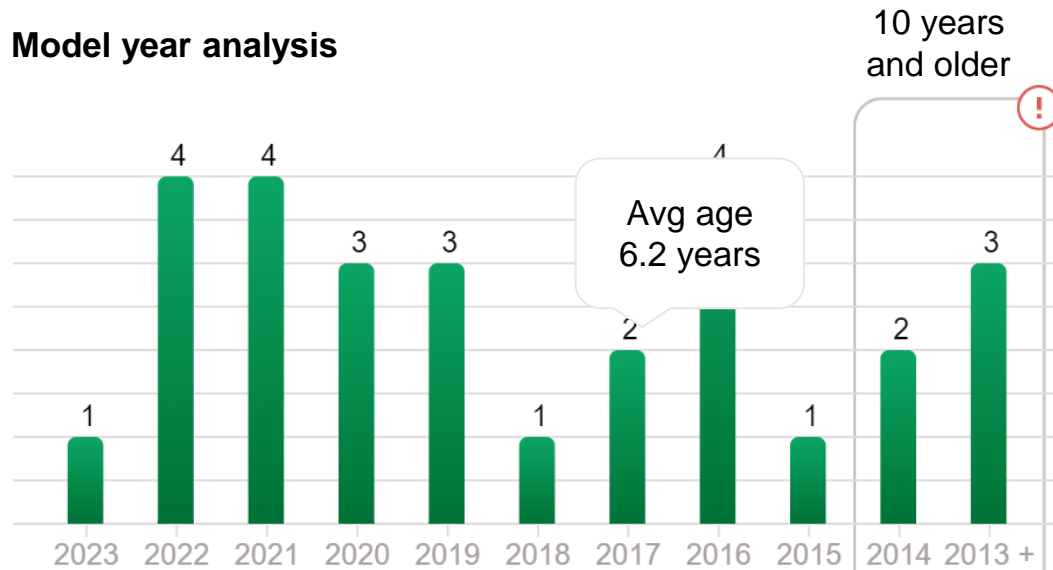
28 **\$601,750**



Manufacturer breakdown



Model year analysis



Avg holding Period (in years)

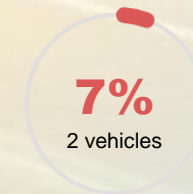
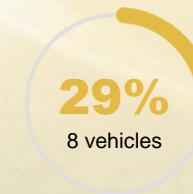
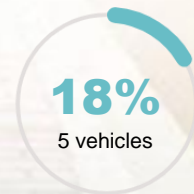
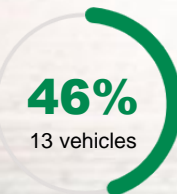
9.3

Avg annual acquisitions

3

Odometer distribution

Average Odometer: 69,212



<50k MI

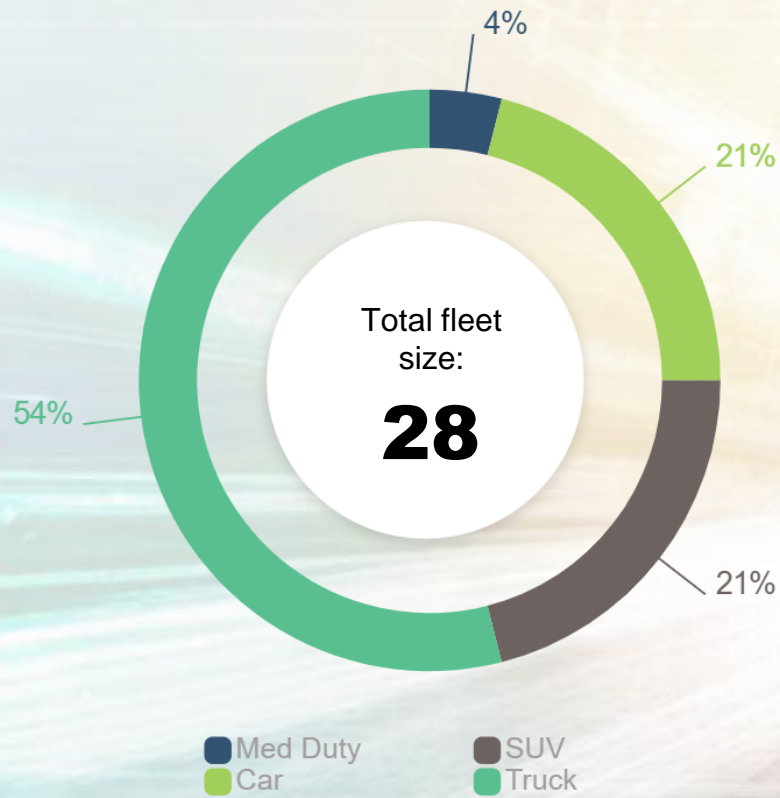
50k-100k MI

100k-150k MI

150k+ MI

Vehicle Classes

Vehicle class overview






Vehicle Type	Quantity	Avg Age	Avg Annual Mileage
Truck	15	5.3	12,262
Car	6	8.4	13,698
SUV	6	3.3	9,357
Med Duty	1	23.6	3,708
Totals/Averages:	28	6.2	11,163

Vehicle classes
4

Avg Odometer
69,212

CORE VEHICLE PRICING – Police Department

		
YMMS	2023 Ford F-150 Police Responder XL 4x4 5.5 ft. box 145 in. WB W1P	2023 Ford Police Interceptor Utility Base All-Wheel Drive K8A
Vehicle Type	1/2 Ton Pickup	SUV
Engine	3.5L V6 EcoBoost	3.3L V6 Direct-Injection Hybrid System
EPA MPG City	17	Not available
EPA MPG Highway	23	Not available
Upfit	GPS Upfit	GPS Upfit
Invoice Price	\$50,649	\$47,290
Est Upfit Cost	\$15,000	\$15,000
Downpayment on Upfit (If Applicable)	(\$7,500)	(\$7,500)
Delivered Price	\$58,149	\$54,790
Monthly Principal	\$872.23	\$821.85
Monthly Management Fee	\$98.47	\$93.44
Monthly Interest	\$219.69	\$207.20
Base Monthly Payment	\$1,190.40	\$1,122.49
Monthly FMX Rate	\$138.32	\$138.32
Total Monthly Including Maintenance	\$1,328.72	\$1,260.81
Lease Term	60 Months	60 Months
Holding Period	5 Years	5 Years
Annual Mileage	15,000	15,000
Cost Per Mile	\$1.29	\$1.39
RBV at Term	\$5,815	\$5,479
Expected Sales Price at Holding End	\$20,000	\$9,500
Estimated Equity at Term	\$14,185	\$4,021

CORE VEHICLE PRICING – Other Departments



YMMS	2023 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB W1E	2024 Ford F-350 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW F3H	2024 Ford Maverick XL All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB W8B	2024 Ford F-250 XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW X2B
Vehicle Type	1/2 Ton Pickup	Cab Chassis	Compact Pickup	3/4 Ton Pickup
Engine	5.0L V8	7.3L 2V DEVCT NA PFI V8 Gas	2.0L EcoBoost	6.8L 2V DEVCT NA PFI V8 Gas
EPA MPG City	17	Not available	22	Not available
EPA MPG Highway	22	Not available	28	Not available
Upfit	None	Knapheide Platform Body	None	None
Invoice Price	\$49,139	\$51,690	\$26,422	\$50,502
Est Upfit Cost	\$0	\$22,500	\$0	\$0
Downpayment on Upfit (If Applicable)	\$0	(\$11,000)	\$0	\$0
Delivered Price	\$49,139	\$63,190	\$26,422	\$50,502
Monthly Principal	\$663.38	\$849.69	\$356.70	\$681.78
Monthly Management Fee	\$73.71	\$110.91	\$39.63	\$75.75
Monthly Interest	\$200.68	\$256.11	\$109.43	\$206.15
Base Monthly Payment	\$937.77	\$1,216.71	\$505.76	\$963.68
Monthly FMX Rate	\$138.32	\$172.61	\$155.48	\$172.10
Total Monthly Including Maintenance	\$1,076.09	\$1,389.32	\$661.24	\$1,135.78
Lease Term	60 Months	60 Months	60 Months	60 Months
Holding Period	5 Years	5 Years	5 Years	5 Years
Annual Mileage	15,000	15,000	15,000	15,000
Cost Per Mile	\$1.01	\$1.46	\$0.71	\$1.02
RBV at Term	\$9,336	\$11,959	\$5,020	\$9,595
Expected Sales Price at Holding End	\$23,000	\$25,100	\$10,100	\$26,000
Estimated Equity at Term	\$13,664	\$13,141	\$5,080	\$16,405

YEAR 1 REPLACEMENT RECOMMENDATIONS

TOWN OF LAKE LURE

YEAR	MAKE	MODEL	VEHICLE CLASS	VIN	ANNUAL MILEAGE	EST. FUEL EXPENSE	EST. MX EXPENSE	CAPITAL	ODOMETER	Current Market Value	
2000	Chevrolet	K3500 Chassis	1 1/2 Ton Cab Chassis	1GBJK34J5YF431837	3,804	\$79	\$62	\$0	87,499	\$2,500	
2008	Chevrolet	Silverado 2500HD	3/4 Ton Pickup Quad 4x4	1GCHK23658F227654	11,380	\$237	\$185	\$0	170,701	\$12,250	
2008	Chevrolet	Silverado 1500	1/2 Ton Pickup Quad 4x4	3GCEK13368G255349	12,317	\$257	\$200	\$0	184,752	\$5,000	
2014	Ford	Sedan Police Interceptor	Full-size Sedan	1FAHP2MK8EG148553	14,062	\$293	\$229	\$0	126,558	\$3,000	
2014	Ford	Sedan Police Interceptor	Full-size Sedan	1FAHP2MKXEG148554	14,323	\$298	\$233	\$0	128,906	\$3,000	
2015	Ford	Sedan Police Interceptor	Full-size Sedan	1FAHP2MK8FG114906	16,363	\$341	\$266	\$0	130,902	\$4,000	
						Total Monthly	\$1,505	\$1,174	\$0	Resale Equity	\$29,750
						Total Annual	\$18,062	\$14,089	\$0	Upfront Cost	\$41,013
						Total EFM Annual	\$13,349	\$10,776		Remaining Equity	-\$11,263
						Operational Savings	\$8,026			Equity/Vehicle	-\$1,877.20

CURRENT TCO vs. COST GOING FORWARD

TOWN OF LAKE LURE

Cost Going Forward & Fleet Replacement Analysis

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	TOTAL
Pursuit Truck	2	1	1	1	1	6
Pursuit SUV	1	2	2	1	2	8
1/2 Ton Truck	1	2	0	1	0	4
1 Ton Cab Chassis	1	0	0	0	0	1
Compact Truck	0	0	2	1	2	5
3/4 Ton Truck	1	1	1	1	0	4
Existing Vehicles	23	17	11	6	1	18
Vehicles Replaced in Phase	6	6	6	5	5	0
Fleet Size	29	29	29	29	29	46

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	
EFM Annual Payment	\$ 79,457	\$ 154,752	\$ 219,679	\$ 276,320	\$ 329,683	
EFM Full Maintenance	\$ 10,776	\$ 21,140	\$ 31,917	\$ 40,827	\$ 49,538	
EFM Projected Fuel	\$ 13,349	\$ 29,973	\$ 45,413	\$ 58,681	\$ 71,033	
Geotab Telematics (New Units)	\$ 1,296	\$ 2,592	\$ 3,888	\$ 4,968	\$ 6,048	
Resale Gains from Replacements	\$ (29,750)	\$ (67,500)	\$ (96,800)	\$ (135,800)	\$ (109,200)	
Upfront Cost (Tax, Tag etc)	\$ 41,013	\$ 29,621	\$ 28,599	\$ 20,378	\$ -	
Existing Vehicles - Maintenance	\$ 59,049	\$ 42,874	\$ 27,742	\$ 15,132	\$ -	
MX Mgmt & WEX Fuel - Existing Vehicles	\$ 6,624	\$ 4,896	\$ 3,168	\$ 1,440	\$ -	
Existing Vehicles - Fuel	\$ 76,617	\$ 55,501	\$ 35,913	\$ 19,589	\$ -	
Resale of EFM Units (Phase 1)	\$ -	\$ -	\$ -	\$ -	\$ (72,632)	
Total Expense	\$ 258,431	\$ 273,850	\$ 299,518	\$ 301,535	\$ 274,470	AVERAGE
Savings	\$ 18,666	\$ 11,560	\$ (5,546)	\$ 1,257	\$ 37,405	\$ 12,668

5-YEAR SAVINGS

\$63,342

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Acquisitions	\$ 109,280	\$ 112,558	\$ 115,935	\$ 119,413	\$ 122,996
Resale	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance	\$ 73,138	\$ 75,332	\$ 77,592	\$ 79,920	\$ 82,317
Fuel	\$ 94,679	\$ 97,519	\$ 100,445	\$ 103,458	\$ 106,562
Total Current Expense	\$ 277,097	\$ 285,410	\$ 293,972	\$ 302,791	\$ 311,875

	Avg. Annual	Avg. Monthly
Maintenance	\$ 2,522	\$ 210
Fuel	\$ 3,265	\$ 272
Total	\$ 5,787	\$ 482

Current TCO vs. Cost Going Forward with Enterprise

Current Fleet

- Current fleet total cost to own is roughly \$277,097 annually
 - Average MY is 2017
 - At current acquisition rates, it would take 9 years to refresh fleet

CGF with Enterprise

- Refresh fleet over a 5-year phase in
- Improve cash flow by implementing Equity Lease
- Utilize equity from proactive replacements to re-invest in the fleet

Results

- Lake Lure can reduce the age of their fleet by 3 years and save \$18,666 in year 1.
- Average annual sustainable savings of \$12,668 (\$63,342 over 5 years)

Meeting Packet Page 126 of 142

MAINTENANCE, FUEL & TELEMATICS



Maintenance

• Maintenance Management

- All vehicles can be enrolled
- No out of network fees
- EFM pays shop directly and catalogues all transactions
- EFM negotiates parts/ labor on companies behalf
- 200 NSD Employees with over 1,100+ total ASE certifications
- \$40.8 million in customer savings (2020)
- \$6 per vehicle per month

• Full Maintenance

- Covers ALL maintenance (preventative & unscheduled) up to 120,000 miles
- Fixed monthly rate ranging from \$0.03 - \$0.08/mile

Geotab Telematics

- No hardwire installation
 - Plugs directly into OBDII port
- Provides track, trace and route optimization capability
- Live odometer readings and engine diagnostic reporting
- Available through Sprint, Verizon & AT&T
- Cost Structure
 - \$0 to own device, can be moved from vehicle to vehicle.
 - Pro Package - \$18.87/month per vehicle

WEX Fuel

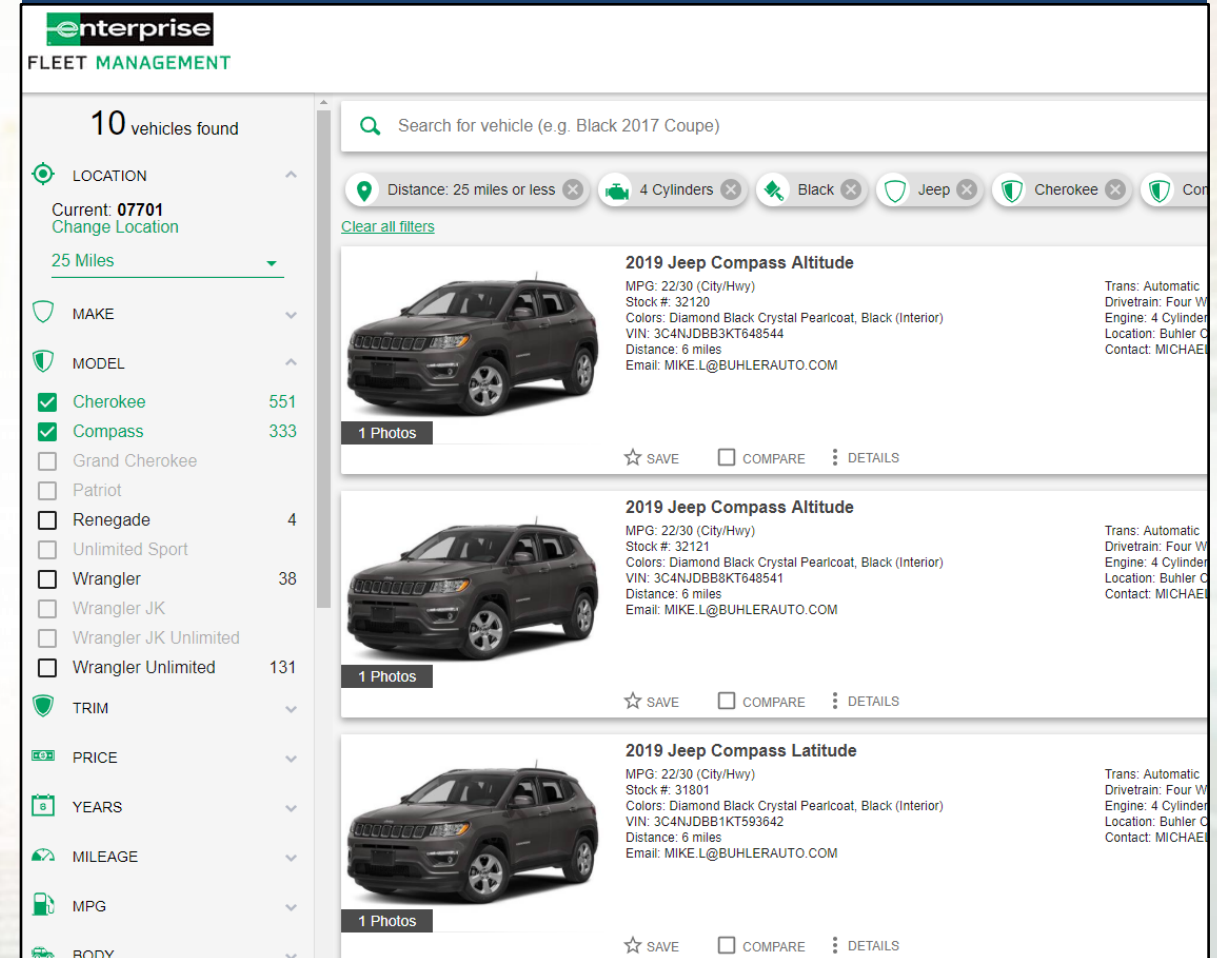
- Track and enforce fleet policy
- Purchase controls: abuse/unauthorized purchases
- 24/7 online account management
- Accepted at over 90% of the retail fueling locations across the US
- Mobile app allows drivers to find locations with lower priced fuel options
- Save 5¢ per gallon at more than 10,000 Exxon- or Mobil-branded service stations nationwide.
- 50-75 basis points back on total annual fuel spend
- Cost Structure:
 - Upfront: \$0
 - Per month: \$0
 - All fees waived through partnership with EFM

Stock Search Tool

Enterprise tool to search dealer inventory across the country.

- Helps find exact vehicle needs at lowest possible price.
- 700+ preferred dealers enrolled nationwide
 - Negotiated prices
 - Priority Service
- EFM client makes 1 call – Account Manager handles finding vehicle, the purchase, up-fit, and delivery
- In 2021 EFM purchased over **65,000 vehicles** for our clients from dealership inventory.

Stock Search Tool



10 vehicles found

Search for vehicle (e.g. Black 2017 Coupe)

Distance: 25 miles or less | 4 Cylinders | Black | Jeep | Cherokee | Cor

Clear all filters

2019 Jeep Compass Altitude
MPG: 22/30 (City/Hwy)
Stock #: 32120
Colors: Diamond Black Crystal Pearlcoat, Black (Interior)
VIN: 3C4NJDBB3KT648544
Distance: 6 miles
Email: MIKE.L@BUHLERAUTO.COM

Trans: Automatic
Drivetrain: Four W
Engine: 4 Cylinder
Location: Buhler C
Contact: MICHAEL

1 Photos | ☆ SAVE | □ COMPARE | ⋮ DETAILS

2019 Jeep Compass Altitude
MPG: 22/30 (City/Hwy)
Stock #: 32121
Colors: Diamond Black Crystal Pearlcoat, Black (Interior)
VIN: 3C4NJDBB8KT648541
Distance: 6 miles
Email: MIKE.L@BUHLERAUTO.COM

Trans: Automatic
Drivetrain: Four W
Engine: 4 Cylinder
Location: Buhler C
Contact: MICHAEL

1 Photos | ☆ SAVE | □ COMPARE | ⋮ DETAILS

2019 Jeep Compass Latitude
MPG: 22/30 (City/Hwy)
Stock #: 31801
Colors: Diamond Black Crystal Pearlcoat, Black (Interior)
VIN: 3C4NJDBB1KT593642
Distance: 6 miles
Email: MIKE.L@BUHLERAUTO.COM

Trans: Automatic
Drivetrain: Four W
Engine: 4 Cylinder
Location: Buhler C
Contact: MICHAEL

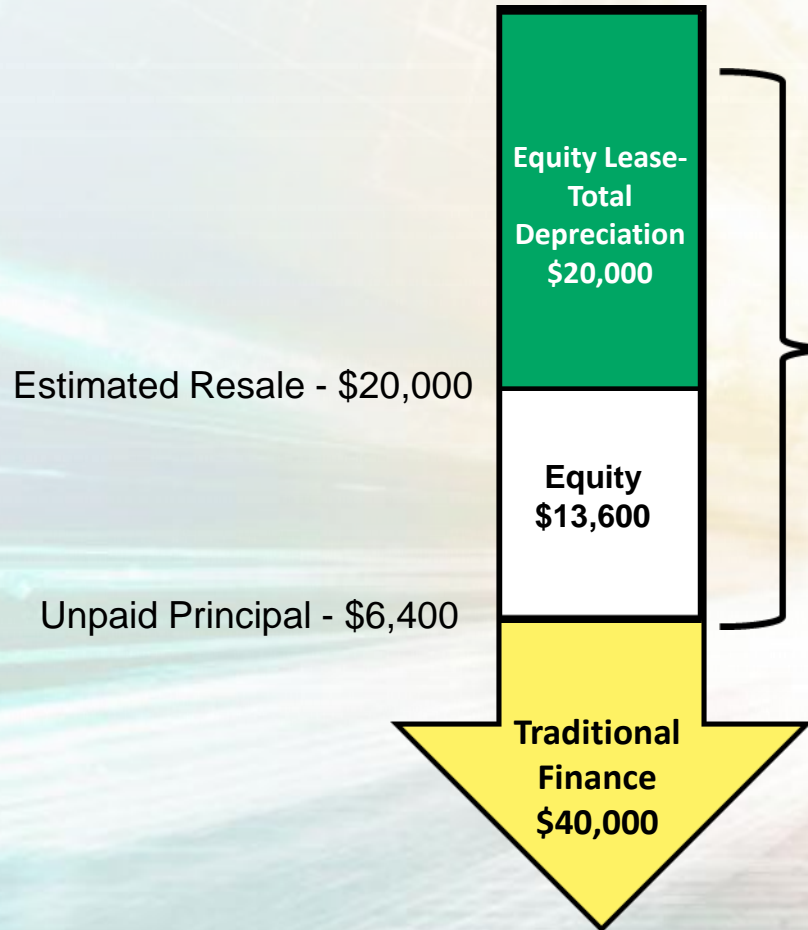
1 Photos | ☆ SAVE | □ COMPARE | ⋮ DETAILS

FUNDING OPTIONS

Delivered Price - \$40,000



48 months * 1.75% Monthly
Depreciation = 84% of
Delivered Price
(\$700/month in Principal)



\$0 Loan Balance (\$833.20/month in Principal)

Comparing Funding Options

Equity Lease

- Financing vehicle down to a residual instead of \$0 at term.
 - Reduces monthly principal payment by \$133.20 compared to Finance
 - \$6,400 of unpaid principal at term, can be satisfied by extension, equity roll or payoff

Finance

- Finances full amount of the vehicle over the term
- Company owns the asset at end of term

Cash Buy

- Pay full amount of vehicle upfront, own throughout life cycle

FUNDING OPTIONS

Delivered Price - \$40,000



Equity Lease-
Total
Depreciation
\$20,000

Equity
\$13,600

Traditional
Finance
\$40,000

Estimated Resale - \$20,000

Unpaid Principal - \$6,400

\$0 Loan Balance (\$833.20/month in Principal)

48 months * 1.75% Monthly
Depreciation = 84% of
Delivered Price
(\$700/month in Principal)

Equity Roll Impact
\$40,000 Factory Invoice
-\$13,600 Equity Roll
\$26,400 Delivered Price
\$462/month in Principal

Comparing Funding Options

Equity Lease

- Financing vehicle down to a residual instead of \$0 at term.
 - Reduces monthly principal payment by \$133.20 compared to Finance
 - \$6,400 of unpaid principal at term, can be satisfied by extension, equity roll or payoff

Finance

- Finances full amount of the vehicle over the term
- Company owns the asset at end of term

Cash Buy

- Pay full amount of vehicle upfront, own throughout life cycle

DEALER INFRASTRUCTURE


Log Out

224,942 vehicles found

Search for vehicle (e.g. Black 2017 Coupe)

SORT VIEW

- LOCATION ^
Current: 75247
[Change Location](#)
Vehicles Nationwide ▼
- MAKE ▼
- PRICE ▼
- YEARS ▼
- MILEAGE ▼
- MPG ▼
- BODY ▼
- CAB STYLE ▼
- DRIVETRAIN ▼
- ENGINE ▼
- TRANSMISSION ▼
- EXTERIOR COLOR ▼



16 Photos

2017 Chevrolet Silverado 1500 LT


MPG: 16/23 (City/Hwy)
Stock #: HG200947
Colors: Black, Jet Black (Interior)
VIN: 3GCUCREC9HG200947
Distance: 2 miles
Email: ppelletier@friendlychevy.com

Trans: Automatic
Drivetrain: Rear Wheel Drive
Engine: 8 Cylinders
Location: Friendly Chevrolet
Contact: Paul Pelletier

Invoice Price

Call for Price

☆ SAVE
 COMPARE
⋮ DETAILS



16 Photos

2017 Chevrolet Silverado 1500 LT

MPG: 18/24 (City/Hwy)
Stock #: HG428654
Colors: Black, Jet Black (Interior)
VIN: 3GCPCREC9HG428654
Distance: 2 miles
Email: ppelletier@friendlychevy.com

Trans: Automatic
Drivetrain: Rear Wheel Drive
Engine: 6 Cylinders
Location: Friendly Chevrolet
Contact: Paul Pelletier

Invoice Price

Call for Price

☆ SAVE
 COMPARE
⋮ DETAILS



2017 Isuzu NRR

MPG: 0/0 (City/Hwy)
VIN: JALE5W167H7304473
Distance: 2 miles
Email: ppelletier@friendlychevy.com

Stock #: H7304473
Location: Friendly Chevrolet
Contact: Paul Pelletier

Invoice Price

Call for Price

CASE STUDY – STOKES COUNTY



STOKES COUNTY RESULTS

ANNUAL REVIEW

Enterprise Helps County Reduce Its Fleet Spend by 15%

Stokes County, NC • Government – County • 94 vehicles

THE CHALLENGE

Stokes County operated an aging fleet with 56% of the vehicles at 10 years or older. The county felt the burden of increased maintenance expenses and unpredictable capital costs due to an aging fleet.

THE SOLUTION

Stokes County partnered with Enterprise Fleet Management to implement a strategy of replacing vehicles every five years and right-sizing their fleet to eliminate underutilized vehicles. The goal was to reduce the age of the fleet, offer a consistent fleet replacement strategy, lower maintenance expenses, increase fuel efficiency and improve employee safety.

KEY RESULTS

 **60% REDUCTION**
in maintenance spend

 **29% REDUCTION**
in fleet size

 Overall fleet budget
DECREASED
15%



THE RESULTS

Stokes County reduced their fleet size by 29%, bringing awareness to their underutilized vehicles through mileage reporting. The county was able to replace 79 vehicles in the first year of partnership which resulted in a 38% reduction in fuel spend and 60% reduction in maintenance spend. Their overall fleet budget decreased by 15% and their average age of fleet improved by 10 years.



The partnership with Enterprise Fleet Management has allowed Stokes County to replace a significant portion of the fleet across departments to improve the fleet from both a fiscal and operational perspective. Enterprise has provided continued support throughout the partnership to keep the county informed and to ensure that the fleet is operating successfully. Stokes County is very happy with the partnership we have formed.

– Glenda Pruitt, Purchasing/Project Manager, Stokes County

TOWN OF LAKE LURE

YEAR	MAKE	MODEL	VEHICLE CLASS	VIN	ANNUAL MILEAGE	EST. FUEL EXPENSE	EST. MX EXPENSE	CAPITAL	ODOMETER	Current Market Value
2000	Chevrolet	K3500 Chassis	1 1/2 Ton Cab Chassis	1GBJK34J5YF431837	3,804	\$79	\$62	\$0	87,499	\$2,500
2008	Chevrolet	Silverado 2500HD	3/4 Ton Pickup Quad 4x4	1GCHK23658F227654	11,380	\$237	\$185	\$0	170,701	\$12,250
2008	Chevrolet	Silverado 1500	1/2 Ton Pickup Quad 4x4	3GCEK13368G255349	12,317	\$257	\$200	\$0	184,752	\$5,000
2014	Ford	Sedan Police Interceptor	Full-size Sedan	1FAHP2MK8EG148553	14,062	\$293	\$229	\$0	126,558	\$3,000
2014	Ford	Sedan Police Interceptor	Full-size Sedan	1FAHP2MKXEG148554	14,323	\$298	\$233	\$0	128,906	\$3,000
2015	Ford	Sedan Police Interceptor	Full-size Sedan	1FAHP2MK8FG114906	16,363	\$341	\$266	\$0	130,902	\$4,000
Total Monthly						\$1,505	\$1,174	\$0	Resale Equity	\$29,750
Total Annual						\$18,062	\$14,089	\$0	Upfront Cost	\$41,013
Total EFM Annual						\$13,349	\$10,776		Remaining Equity	-\$11,263
Operational Savings						\$8,026			Equity/Vehicle	-\$1,877.20

TOWN OF LAKE LURE

Cost Going Forward & Fleet Replacement Analysis

Fleet Replacement Plan		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	TOTAL
	Pursuit Truck	2	1	1	1	1	6
	Pursuit SUV	1	2	2	1	2	8
	1/2 Ton Truck	1	2	0	1	0	4
	1 Ton Cab Chassis	1	0	0	0	0	1
	Compact Truck	0	0	2	1	2	5
	3/4 Ton Truck	1	1	1	1	0	4
	Existing Vehicles	23	17	11	6	1	18
	Vehicles Replaced in Phase	6	6	6	5	5	0
	Fleet Size	29	29	29	29	29	46

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	AVERAGE
EFM Annual Payment	\$ 79,457	\$ 154,752	\$ 219,679	\$ 276,320	\$ 329,683	
EFM Full Maintenance	\$ 10,776	\$ 21,140	\$ 31,917	\$ 40,827	\$ 49,538	
EFM Projected Fuel	\$ 13,349	\$ 29,973	\$ 45,413	\$ 58,681	\$ 71,033	
Geotab Telematics (New Units)	\$ 1,296	\$ 2,592	\$ 3,888	\$ 4,968	\$ 6,048	
Resale Gains from Replacements	\$ (29,750)	\$ (67,500)	\$ (96,800)	\$ (135,800)	\$ (109,200)	
Upfront Cost (Tax, Tag etc)	\$ 41,013	\$ 29,621	\$ 28,599	\$ 20,378	\$ -	
Existing Vehicles - Maintenance	\$ 59,049	\$ 42,874	\$ 27,742	\$ 15,132	\$ -	
MX Mgmt & WEX Fuel - Existing Vehicles	\$ 6,624	\$ 4,896	\$ 3,168	\$ 1,440	\$ -	
Existing Vehicles - Fuel	\$ 76,617	\$ 55,501	\$ 35,913	\$ 19,589	\$ -	
Resale of EFM Units (Phase 1)	\$ -	\$ -	\$ -	\$ -	\$ (72,632)	
Total Expense	\$ 258,431	\$ 273,850	\$ 299,518	\$ 301,535	\$ 274,470	
Savings	\$ 18,666	\$ 11,560	\$ (5,546)	\$ 1,257	\$ 37,405	\$ 12,668

5-YEAR SAVINGS	\$63,342
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Current Fleet		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
	Acquisitions	\$ 109,280	\$ 112,558	\$ 115,935	\$ 119,413	\$ 122,996
Resale	\$ -	\$ -	\$ -	\$ -	\$ -	
Maintenance	\$ 73,138	\$ 75,332	\$ 77,592	\$ 79,920	\$ 82,317	
Fuel	\$ 94,679	\$ 97,519	\$ 100,445	\$ 103,458	\$ 106,562	
Total Current Expense	\$ 277,097	\$ 285,410	\$ 293,972	\$ 302,791	\$ 311,875	

	Avg. Annual	Avg. Monthly
Maintenance	\$ 2,522	\$ 210
Fuel	\$ 3,265	\$ 272
Total	\$ 5,787	\$ 482



YMMS	2023 Ford F-150 Police Responder XL 4x4 5.5 ft. box 145 in. WB W1P
Vehicle Type	1/2 Ton Pickup
Engine	3.5L V6 EcoBoost
EPA MPG City	17
EPA MPG Highway	23
Upfit	GPS Upfit
Invoice Price	\$50,649
Est Upfit Cost	\$15,000
Downpayment on Upfit (If Applicable)	(\$7,500)
Delivered Price	\$58,149
Monthly Principal	\$872.23
Monthly Management Fee	\$98.47
Monthly Interest	\$219.69
Base Monthly Payment	\$1,190.40
Monthly FMX Rate	\$138.32
Total Monthly Including Maintenance	\$1,328.72
Lease Term	60 Months
Holding Period	5 Years
Annual Mileage	15,000
Cost Per Mile	\$1.29
RBV at Term	\$5,815
Expected Sales Price at Holding End	\$20,000
Estimated Equity at Term	\$14,185

Town of Lake Lure

	
2023 Ford Police Interceptor Utility Base All-Wheel Drive K8A	2023 Ford F-150 XL 4x4 SuperCrew Cab 5.5 ft. box 145 in. WB W1E
SUV	1/2 Ton Pickup
3.3L V6 Direct-Injection Hybrid System	5.0L V8
Not available	17
Not available	22
GPS Upfit	None
\$47,290	\$49,139
\$15,000	\$0
(\$7,500)	\$0
\$54,790	\$49,139
\$821.85	\$663.38
\$93.44	\$73.71
\$207.20	\$200.68
\$1,122.49	\$937.77
\$138.32	\$138.32
\$1,260.81	\$1,076.09
60 Months	60 Months
5 Years	5 Years
15,000	15,000
\$1.39	\$1.01
\$5,479	\$9,336
\$9,500	\$23,000
\$4,021	\$13,664



2024 Ford F-350 Chassis XL 4x4 SD Regular Cab 169 in. WB DRW F3H	2024 Ford Maverick XL All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB W8B
Cab Chassis	Compact Pickup
7.3L 2V DEVCT NA PFI V8 Gas	2.0L EcoBoost
Not available	22
Not available	28
Knapheide Platform Body	None
\$51,690	\$26,422
\$22,500	\$0
(\$11,000)	\$0
\$63,190	\$26,422
\$849.69	\$356.70
\$110.91	\$39.63
\$256.11	\$109.43
\$1,216.71	\$505.76
\$172.61	\$155.48
\$1,389.32	\$661.24
60 Months	60 Months
5 Years	5 Years
15,000	15,000
\$1.46	\$0.71
\$11,959	\$5,020
\$25,100	\$10,100
\$13,141	\$5,080



2024 Ford F-250 XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW X2B
3/4 Ton Pickup
6.8L 2V DEVCT NA PFI V8 Gas
Not available
Not available
None
\$50,502
\$0
\$0
\$50,502
\$681.78
\$75.75
\$206.15
\$963.68
\$172.10
\$1,135.78
60 Months
5 Years
15,000
\$1.02
\$9,595
\$26,000
\$16,405

Customer EDGE Number	Model Year	Make Description	Model Description	Series	VIN	Current Odometer	Est Annual Mileage	Vehicle Type	12 Month MX-Average	12 Month MX-Mileage	12 Month Fuel	Capital	Market Value
632180	2000	Chevrolet	K3500 Chassis	Base 4x4 Regular Cab 135.5 in. WB DRW	1GBJK349Y431837	87,499	3,804	1/2 Ton Cab Chassis	211.35	741.84	951.08		2,500.00
632180	2008	Chevrolet	Silverado 2500HD	LT1 4x4 Crew Cab 6.6 ft. box 153 in. WB	1GCHK2658F227654	170,701	11,380	3/4 Ton Pickup Quad 4x4	211.35	2,219.11	2,845.02		12,250.00
632180	2008	Chevrolet	Silverado 1500	LT1 4x4 Crew Cab 5.75 ft. box 143.5 in. WB	3GCEK13368G25349	184,752	12,317	1/2 Ton Pickup Quad 4x4	211.35	2,401.78	3,079.20		5,000.00
632180	2014	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M48G148553	126,558	14,062	Full-size Sedan	211.35	2,742.09	3,515.50		3,000.00
632180	2014	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M4XG148554	128,906	14,323	Full-size Sedan	211.35	2,792.96	3,580.72		3,000.00
632180	2015	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M48G114906	130,902	16,363	Full-size Sedan	211.35	3,190.74	4,090.69		4,000.00
632180	2016	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M4XG154177	89,409	12,773	Full-size Sedan	211.35	2,490.68	3,193.18		4,500.00
632180	2016	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M48G154176	102,240	14,606	Full-size Sedan	211.35	2,848.11	3,651.43		4,500.00
632180	2016	Chevrolet	Silverado 1500	LT w/1LT 4x4 Crew Cab 5.75 ft. box 143.5 in. WB	3GCUKRC6G270604	102,786	14,684	1/2 Ton Pickup Quad 4x4	211.35	2,863.32	3,670.93		21,000.00
632180	2016	Ford	Sedan Police Interceptor	Base All-Wheel Drive	1FAHP2M4XG104213	112,350	16,050	Full-size Sedan	211.35	3,129.75	4,012.50		4,000.00
632180	2017	Chevrolet	Silverado 1500	WT 4x4 Double Cab 6.6 ft. box 143.5 in. WB	1GCVKNEC2H2312196	120,111	20,019	1/2 Ton Pickup Ext 4x4	211.35	3,903.61	5,004.63		17,000.00
632180	2017	Ford	F-250	XL 4x4 SD Super Cab 6.75 ft. box 148 in. WB SRW	1FT7X2B7SHEC32556	126,217	21,036	3/4 Ton Pickup Ext 4x4	211.35	4,102.05	5,259.04		24,000.00
632180	2018	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FMSK8AR1GA21889	66,295	13,059	Mid Size SUV 4x4	211.35	2,546.51	3,264.75		12,000.00
632180	2019	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FMSL8AR4LGA21115	75,569	18,892	Mid Size SUV 4x4	211.35	3,683.99	4,723.06		12,000.00
632180	2019	Ford	Edge	SE 4dr All-Wheel Drive	2FMPK4G90KBC17906	16,228	4,057	Mid Size SUV 4x4	211.35	791.12	1,014.25		18,000.00
632180	2019	Chevrolet	Colorado	Z71 4x4 Extended Cab 6 ft. box 128.3 in. WB	1GCHTDE0N9K1312188	52,946	13,237	Compact Pickup Ext 4x4	211.35	2,581.12	3,309.13		27,000.00
632180	2019	RAM	2500	Tradesman 4x4 Regular Cab 8 ft. box 140.5 in. WB	3C6MRS4J2KGS54125	56,629	14,157	3/4 Ton Pickup Reg 4x4	211.35	2,760.66	3,539.31		30,000.00
632180	2020	Chevrolet	Colorado	WT 4x4 Extended Cab 6 ft. box 128.3 in. WB	1GCHTBEA2L1121660	21,988	7,329	Compact Pickup Ext 4x4	211.35	1,429.22	1,832.33		22,000.00
632180	2020	Chevrolet	Colorado	Base 4x2 Extended Cab 6 ft. box 128.3 in. WB	1GCHSAEA3L1224995	23,203	7,734	Compact Pickup Ext 4x2	211.35	1,508.20	1,933.58		17,000.00
632180	2020	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FMSK8AB0LGC12838	41,869	13,956	Mid Size SUV 4x4	211.35	2,721.49	3,489.08		25,000.00
632180	2021	Chevrolet	Silverado 2500HD	Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB	1GBZ1LE73MF174113	19,856	9,928	3/4 Ton Pickup Ext 4x4	211.35	1,935.96	2,482.00		42,000.00
632180	2021	Chevrolet	Silverado 2500HD	Work Truck 4x4 Double Cab 8 ft. box 162.5 in. WB	1GBZ1LE73MF225112	30,053	15,027	3/4 Ton Pickup Ext 4x4	211.35	2,930.17	3,756.63		40,000.00
632180	2021	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FMSK8AB9MGA33800	36,992	18,496	Mid Size SUV 4x4	211.35	3,606.72	4,624.00		33,000.00
632180	2021	GMC	Sierra 1500	SLE 4x4 Crew Cab 5.75 ft. box 147.4 in. WB	1GTU9BET4N2384081	38,029	19,015	1/2 Ton Pickup Quad 4x4	211.35	3,707.83	4,753.63		37,000.00
632180	2022	Ford	Maverick	XL All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB	3FTTW8F98NRA81921	10,826	10,826	Compact Pickup Quad 4x4	211.35	2,111.07	2,706.50		33,000.00
632180	2022	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FMSK8AB7NGA25325	12,434	12,434	Mid Size SUV 4x4	211.35	2,424.63	3,108.50		38,000.00
632180	2022	Ford	Police Interceptor Utility	Base All-Wheel Drive	1FMSK8AB4NGB23258	12,450	12,450	Mid Size SUV 4x4	211.35	2,427.75	3,112.50		38,000.00
632180	2022	Ford	Maverick	XL All-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB	3FTTW8F98NRA81962	13,053	13,053	Compact Pickup Quad 4x4	211.35	2,545.34	3,263.25		32,000.00
632180	2023	Ford	F-150 Police Responder	XL 4x4 5.5 ft. box 145 in. WB	1FTFW1P80PKD53511	41,000	3,650	1/2 Ton Pickup Quad 4x4	211.35	711.75	912.50		41,000.00
									6,129.15	73,849.55	94,678.90	109280.86	601,750.00

2023	1
2022	4
2021	4
2020	3
2019	4
3	
9.0625	

Total Fleet Budget 277,809.31

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Project Manager Updates

AGENDA INFORMATION:

Item Number: XIV
Department: Project Management
Contact: Mike Dydula, Project Manager
Presenter: Mike Dydula, Project Manager

BRIEF SUMMARY:

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

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 16, 2023**

SUBJECT: Town Manager Updates

AGENDA INFORMATION:

Item Number: XV
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

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

XVI
ADJOURNMENT