

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, March 14, 2023
5:00 p.m.



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

TOWN OF LAKE LURE

Town Council Regular Meeting

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



Agenda

I. Call to Order

II. Agenda Adoption

III. Mayor's Communications

IV. Town Manager's Communications

V. Council Liaison Reports and Comments

VI. Presentations

A. Financial, Budget, and Audit Updates – Page 27

VII. Public Comment

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

VIII. Consent Agenda

A. Approval of the February 14, 2023 Regular Town Council Meeting Minutes and the February 22, 2023 Regular Town Council Work Session Meeting Minutes – Page 38

B. Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook – Page 68

It has been determined that the Advisory and Statutory Board Handbook, Adopted in February 2022, requires various amendments. Such amendments include the addition of an attendance policy, an application deadline, an application expiration, and various updates to the general schedule. Resolution No. 23-03-14 authorizes the approval of the recommended amendments to the Handbook.

- C. Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement
– Page 74

The existing concession agreement between the Town of Lake Lure and Rumbling Bald expires March 2023. Both parties desire to enter a new concession agreement, which will include details regarding Rumbling Bald becoming an agent for the Town for selling boat permits. Resolution No. 23-03-14A approves the proposed Rumbling Bald Concession Agreement.

IX. Unfinished Business

- A. Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge
– Page 87

X. New Business

- A. Request for Town Council Approval to Re-Sand the Existing Private Beach Located at 259 North Shore Drive – Page 97
- B. Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting and Décor – Page 103

XI. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report February 2023

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

Public Services – The Public Service Department is busy keeping everything working as smoothly as possible, from normal maintenance, to any problems the Town has that is in our realm to fix. Smoke testing was started in late February and will follow through, until completion, in March. Continued progress on the sewer project. Vacuum truck has been implemented and a full round of vacuuming ditches has begun and will continue until completion. Top accomplishments/project updates:

- Replaced Ram at bar screen at the treatment plant.
- Completed Green Space drainage pipe replacement.
- Routine maintenance such as, meter reading, hard trash, and facility repairs has been completed.

Community Development – Director Williams reports another active month for community development. The department issued 49 permits in February compared to 33 in December and performed numerous follow ups. This includes 18 Zoning, 7 Lake Structure and 7 Land Disturbance Permits.

Top accomplishments/project updates:

- Kim Martin, Administrative Support Specialist, started with us on February 20th and has jumped right in making an impact by starting to organize the office, has taken on the Vacation Rental Program including issuing permits and working on creating a better tracking process for rental operators. She brings 7+ years of experience with the Polk County tax office and a great “get the job done” attitude.
- Continuing to maintain increased frequency of project inspections to identify/gain compliance before becomes major issue.

Fire / Emergency Management – With going into the fall, it was still a busy month in February. Among other activities, Active Shooter training at LLCA. Met with Manager at Vista Apartments about the flooding of multiple apartments up there. Loaded new hose on two trucks. Rescue in the lake bed near the beach area up town. MVC Hwy 9. The department responded to

30 fire/medical/rescue calls throughout the month. An increase in calls was due to the colder weather. Firefighters completed 473 Hours of Training this month.

Police – Rainy days have been abundant during February with a few nice days. This has kept traffic low with a few accidents. Officers use this time for training and keeping up with required updates. Top three accomplishments in February:

- At the Lake Lure Classical Academy’s Director’s request, Officers and Chief Humphries along with other members of emergency services held a Parent / Teacher meeting that dealt with active shooter situations, concentrating on protocols not just for students but for parents and their roles in these types of situations.
- Night of Honors was held again after a two year hiatus due to COVID. It was pleasant to see residents come out to support the officers with accommodations and a meet and greet time, while enjoying a wonderful dinner at The Lake House Restaurant. Sergeant Glen Gittens was awarded the Distinguished Service Award for his 16 years of service to the department. Officer Kortney Burrell was awarded with the Community Service Award for going above and beyond by stepping up when needed to fill in shifts, keeping the community covered. Corporal Collins was awarded the Citation of Bravery Award for single handedly at gunpoint, capturing two thieves stealing 833 gallons of gas from Ingles. Awards of Recognition were given to Lake Lure Police Department’s new Flight Team and new Dive Team.
- Officer Kortney Burrell was put in for an Accommodation for taking a call regarding a person who was in cardiac arrest and not breathing. Officer Burrell was close by and was able to reach the patient to assist in giving lifesaving C.P.R. The patient began breathing again and was transported via EMS. Officer Burrell was not only quick to respond and give lifesaving aid, but assisted EMS as a liaison to dispatch.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. Worked on getting online boat permit sales capability. Worked on creating new connection from the Dittmer-Watts Trail to the Green Space. Ordered new signage for Weed Patch Mountain Trail. Dittmer-Watts Nature Trails volunteer walked the trails and reported issues – 1 volunteer; 2 volunteer hours 8. Buffalo Creek Park trail boss walked the trail and reported issues – 1 volunteer; 4 volunteer hours 9. Weed Patch Mountain trail boss walked trail and reported issues to be addressed at next work day – 1 volunteer; 7 volunteer hours 10. Organized a Weed Patch Mountain workday on 2/9 to remove fallen trees, repair trail tread, and widen a trail section – 3 volunteers and 2 staff members; 21 volunteer hours. Organized a Buffalo Creek Park workday on 2/14 to repair minor erosion, improve water diversions, and remove dead trees – 3 volunteers; 18 volunteer hours. Organized a Dittmer-Watts workday on 2/23 to repair minor erosion and water diversions– 3 volunteers; 12 volunteer hours. Helped set up and give out information at Lake Lure information table at The Rumble on 2/26 – 2 staff members and 3 volunteers; 15 volunteer hours. Planned upcoming trail maintenance days and recruited volunteers to help. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage. Utilized volunteers to collect water samples– 4 volunteers; 24 volunteer hours. Utilized a total of 103 volunteer hours. Three notable projects/activities updates:

- Continued selling boat permits

- Worked on getting online boat permit sales
- Had many successful volunteer trail work days

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

- Revenues are tracking as projected and departments are doing well in expenditures in regards to individual line items in the departmental budgets.
- The Project Manager, Mike Dydula, has already become a tremendous aid and resource for financial analysis. With the data he is providing, budget tracking of the various projects and review of related invoices will continue to aid in the properly posting expenditures and correlating it to reimbursement requests. at permits collections are tracking more than the same period last year.
- The Town continues to have a strong financial position with an unreconciled bank balance of approximately \$11,331,000 for all funds other than special revenue (the Dam Fund). There will continue to be a cycle of expenditures and reimbursed revenues that will occur during March due to the first phase of the sewer project and the APRA funding procedures.
- A review of all the Town’s leases (including real property and equipment) has been completed in conected with GASB requirements. External auditors are requesting detailed information from the analysis. Once completed, it appears that the audit will quickly enter the final stage and reporting.

Communications – Communications Director Krejci continues her community outreach as she has posted 33 news articles that illustrate town related news, a listing of these articles with hyperlinks was emailed to over 1872 citizens, along with a link to the Town Calendar of Events. There were 9,094 website users in February. This represents a 24% increase (+1,775) over February of 2022 (+2,725). **Social Media:** Published **45 Facebook posts** for the community with a **post reach of 18,511** for the month. The Town of Lake Lure now has over **19,352 followers** as of February 2023. Top projects/activities:

- FEMA Grant Follow-up Reports
- Rumble Coordination
- Breeze Article

Manager / Clerk / Admin Summary

February was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. We continue to work with Lebella Engineering on the new sewer system and planning. We advertised the HDD to be done again in February of 2023. In addition, advertised the Dam 20’ Valve Installation. The delivery of the valves continues to be on schedule for the month of May, 2023. In the midst of major project, the Town continues to strengthen the relationship with state entities.

- Working on the establishment of Policies and Procedures for contracting and Purchase and Procurement.
- Continued the work on sleeve installation in Sunset Cove.
- Working with Mike Dydula, Project Manager, in developing project management tracking.
- We continued the extensive work with the Flowering Bridge organization and Attorney William Morgan for the establishment of a ground lease for the use of the town property that the Flowering Bridge is operating upon.

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	2,817.60	10,000.00	7,182.40	28 %
Account Group Total:	0.00	2,817.60	10,000.00	7,182.40	28 %
311000 Ad Valorem Taxes-2000					
311190 AD VALOREM TAXES-2019	0.00	6,005.37	0.00	-6,005.37	** %
311210 AD VALOREM TAXES-2021	0.00	868.54	50,000.00	49,131.46	2 %
311213 Ad Valorem Taxes-2023	0.00	283,911.40	0.00	-283,911.40	** %
311214 Ad Valorem Taxes DV5-dam capital	0.00	208,336.42	0.00	-208,336.42	** %
311220 AD VALOREM TAX 2022-	0.00	2,333,871.87	4,361,624.00	2,027,752.13	54 %
Account Group Total:	0.00	2,832,993.60	4,411,624.00	1,578,630.40	64 %
312000 Ad Valorem-Veh-2000					
312021 AD VALOREM VEH TAXES-2021	0.00	0.00	20,000.00	20,000.00	0 %
312022 Ad Valorem Vehicle Tax 2022	0.00	8,779.83	94,850.00	86,070.17	9 %
312023 Ad Valorem Vehicle Taxes 2023	0.00	30,653.57	0.00	-30,653.57	** %
312024 ad valorem veh taxes dv5 2023	0.00	15,615.47	0.00	-15,615.47	** %
Account Group Total:	0.00	55,048.87	114,850.00	59,801.13	48 %
332000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgrs	23.53	241.03	550.00	308.97	44 %
332400 Utlilities Franchise Tax	0.00	0.00	201,195.00	201,195.00	0 %
332600 Powell Bill - Tax on Gas	0.00	38,075.64	76,600.00	38,524.36	50 %
332605 Grant Revenue Reimbursements	0.00	158,778.00	0.00	-158,778.00	** %
332930 State Shared Sales Tax	0.00	997,959.85	1,750,000.00	752,040.15	57 %
332933 Solid Waste Disposal Tax	0.00	237.60	780.00	542.40	30 %
332942 Video Programming Tax	0.00	0.00	15,975.00	15,975.00	0 %
332991 NC DEQ Dredging Grant	0.00	0.00	800,000.00	800,000.00	0 %
Account Group Total:	23.53	1,195,292.12	2,850,050.00	1,654,757.88	42 %
347000 LAND USE FEES					
347100 Zoning Permits	8,920.00	55,825.00	37,000.00	-18,825.00	151 %
347200 Land Disturbance Permit	160.00	2,080.00	6,000.00	3,920.00	35 %
347300 Sign Permit	0.00	123.00	500.00	377.00	25 %
347550 Vacation Rental Fees	-1,800.00	3,600.00	10,000.00	6,400.00	36 %
347600 Lake Structure Permit/LSA	-750.00	4,700.00	9,254.00	4,554.00	51 %
347800 Fire Inspection	0.00	30.00	50.00	20.00	60 %
347900 Fines/Penalties - Land Use	0.00	50.00	0.00	-50.00	** %
Account Group Total:	6,530.00	66,408.00	62,804.00	-3,604.00	106 %
361000 LAKE					
361201 Lake Lure Tours	0.00	50,394.73	60,000.00	9,605.27	84 %
361202 Lake Fines	16.00	551.00	300.00	-251.00	184 %
361203 Lake Comm License Fees	11,993.50	35,107.75	15,000.00	-20,107.75	234 %
361204 Boat Permits	33,720.00	179,698.20	675,000.00	495,301.80	27 %
361205 RBR CONCESSIONS	0.00	18,608.54	25,000.00	6,391.46	74 %
361207 Cluster Mooring Fees	4,640.00	4,640.00	24,000.00	19,360.00	19 %
Account Group Total:	50,369.50	289,000.22	799,300.00	510,299.78	36 %
363000 BEACH					

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
363801 Beach-Admission Fee-Adult	0.00	60,741.17	65,000.00	4,258.83	93 %
363804 Beach-Concessions	0.00	5,628.30	10,000.00	4,371.70	56 %
Account Group Total:	0.00	66,369.47	75,000.00	8,630.53	88 %
364000 MARINA					
364902 Marina-Open Slip Rental	42,600.00	216,350.00	310,000.00	93,650.00	70 %
364905 Marina-Concessions	0.00	12,054.92	18,500.00	6,445.08	65 %
364908 Marina-Rentals	0.00	43,331.69	50,000.00	6,668.31	87 %
Account Group Total:	42,600.00	271,736.61	378,500.00	106,763.39	72 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	2,742.32	4,000.00	1,257.68	69 %
383200 Beer and Wine Permits	0.00	181.15	1,000.00	818.85	18 %
383321 Fire-Rural Fire Protection	0.00	3,341.43	8,592.00	5,250.57	39 %
383410 ABC-Rents	1,333.33	14,666.63	16,000.00	1,333.37	92 %
383430 Community Center Rental	0.00	-100.00	250.00	350.00	-40 %
383440 Pavilion/Gazebo Rental	500.00	10,500.00	3,500.00	-7,000.00	300 %
383450 Meadows Rental	260.00	880.00	250.00	-630.00	352 %
383460 Water Tank Rental	0.00	2,060.00	0.00	-2,060.00	** %
383462 TDA GRANT	0.00	0.00	100,000.00	100,000.00	0 %
383500 Sale of Assets	0.00	0.00	3,500.00	3,500.00	0 %
383600 Golf Cart Permit	20.00	100.00	200.00	100.00	50 %
383700 LLABC-Distribution for Law Enforcement	0.00	0.00	750.00	750.00	0 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00	1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	630.00	23,936.10	20,000.00	-3,936.10	120 %
383900 Misc Revenue	174.35	2,032.32	1,200.00	-832.32	169 %
383903 Town Promotional Materials	0.00	0.00	750.00	750.00	0 %
383910 Copies	24.75	42.50	500.00	457.50	9 %
383930 Recycling Collections	0.00	15,981.00	15,250.00	-731.00	105 %
Account Group Total:	2,942.43	76,363.45	176,992.00	100,628.55	43 %
398000 TRANSFERS					
398500 Transfer from Capital Reserve	0.00	0.00	450,000.00	450,000.00	0 %
398502 Installment Agreement Proceeds	0.00	54,547.54	57,000.00	2,452.46	96 %
398602 Transfer from Water/Sewer	0.00	10,941.69	0.00	-10,941.69	** %
398604 Transfer from Fund Balance	0.00	-5,341.88	952,186.00	957,527.88	-1 %
Account Group Total:	0.00	60,147.35	1,459,186.00	1,399,038.65	4 %
Fund Total:	102,465.46	4,916,177.29	10,338,306.00	5,422,128.71	48 %

21 Capital Reserve Fund

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

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

53 WATER AND SEWER FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
371000					
371105 Chimney Rock Water	0.00	-35.00	15,000.00	15,035.00	0 %
371300 Charges for Water	23,536.93	194,412.99	330,000.00	135,587.01	59 %
371400 Charges for Sewer	103,449.00	828,267.19	1,275,000.00	446,732.81	65 %
371500 Taps and Connect-Water	0.00	2,310.00	5,000.00	2,690.00	46 %
371600 Taps and Connect-Sewer	0.00	1,155.00	5,000.00	3,845.00	23 %
371700 Transfer Fee-Water/Sewer	0.00	740.00	1,000.00	260.00	74 %
371800 W/S - Penalty and Interest	1,700.00	13,676.00	6,000.00	-7,676.00	228 %
371900 W/S - Misc	0.00	46.40	0.00	-46.40	** %
Account Group Total:	128,685.93	1,040,572.58	1,637,000.00	596,427.42	64 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	828.01	1,000.00	171.99	83 %
383460 Water Tank Rental	0.00	3,090.00	12,360.00	9,270.00	25 %
Account Group Total:	0.00	3,918.01	13,360.00	9,441.99	29 %
Fund Total:	128,685.93	1,044,490.59	1,650,360.00	605,869.41	63 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

56 ELECTRIC FUND

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
372000					
372300 Charges for Utilities-Electric	0.00	2,344.00	400,000.00	397,656.00	1 %
Account Group Total:	0.00	2,344.00	400,000.00	397,656.00	1 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	150.00	150.00	0 %
Account Group Total:	0.00	0.00	150.00	150.00	0 %
Fund Total:	0.00	2,344.00	400,150.00	397,806.00	1 %

75 CHIMNEY ROCK WATER FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
371000					
371300 Charges for Water	5,820.86	58,402.35	0.00	-58,402.35	** %
371501 WATER TAPS - CHIMNEY ROCK	0.00	1,250.00	0.00	-1,250.00	** %
371800 W/S - Penalty and Interest	600.00	2,875.00	0.00	-2,875.00	** %
Account Group Total:	6,420.86	62,527.35	0.00	-62,527.35	** %
Fund Total:	6,420.86	62,527.35	0.00	-62,527.35	** %
Grand Total:	237,572.25	6,025,539.23	13,988,816.00	7,963,276.77	43 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
411000 COMMISSION							
411000 COMMISSION							
102	Salaries-Part Time	1,100.00	8,800.00	13,200.00	13,200.00	4,400.00	67 %
109	FICA	84.15	673.20	1,100.00	1,100.00	426.80	61 %
214	Supplies-Dept	0.00	623.73	3,000.00	3,000.00	2,376.27	21 %
215	Supplies-Materials	444.75	9,108.54	15,000.00	15,000.00	5,891.46	61 %
310	Travel and Transportation	0.00	0.00	2,750.00	2,750.00	2,750.00	%
	Account Total:	1,628.90	19,205.47	35,050.00	35,050.00	15,844.53	55 %
	Account Group Total:	1,628.90	19,205.47	35,050.00	35,050.00	15,844.53	55 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
100	SALARIES	30,506.35	196,997.24	471,151.00	471,151.00	274,153.76	42 %
103	Professional Services	0.00	17,093.00	58,600.00	58,600.00	41,507.00	29 %
109	FICA	2,289.14	18,287.44	36,065.00	36,065.00	17,777.56	51 %
110	Retirement	5,793.17	46,072.23	85,280.00	85,280.00	39,207.77	54 %
111	Group Insurance	3,197.90	27,594.32	60,600.00	60,600.00	33,005.68	46 %
120	401 (K) Contribution	592.70	4,556.01	23,600.00	23,600.00	19,043.99	19 %
180	Legal Services	5,265.60	43,207.47	49,200.00	49,200.00	5,992.53	88 %
190	Engineering Services	0.00	1,000.00	25,000.00	25,000.00	24,000.00	4 %
214	Supplies-Dept	6.13	7,973.61	8,000.00	8,000.00	26.39	100 %
215	Supplies-Materials	24.64	2,282.95	2,300.00	2,300.00	17.05	99 %
310	Travel and Transportation	548.77	4,498.21	6,500.00	6,500.00	2,001.79	69 %
320	Postage	28.75	1,239.64	4,000.00	4,000.00	2,760.36	31 %
322	Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	%
324	Dues and Subscriptions	0.00	2,540.63	6,500.00	6,500.00	3,959.37	39 %
330	Utilities	0.00	21,909.47	25,000.00	25,000.00	3,090.53	88 %
350	Repairs and Maint-Buildings	310.75	47,577.08	12,500.00	70,575.00	22,997.92	67 %
353	Repairs and Maint-Equipment	0.00	135.00	4,000.00	4,000.00	3,865.00	3 %
370	Advertising	0.00	2,171.21	2,000.00	2,000.00	-171.21	109 %
490	Miscellaneous	0.00	226.21	0.00	0.00	-226.21	%
614	Lobbyist	0.00	35,000.00	60,000.00	60,000.00	25,000.00	58 %
687	Contractual - County Tax	0.00	14,483.25	16,000.00	16,000.00	1,516.75	91 %
691	Contractual Services	0.00	89,064.41	73,275.00	91,975.00	2,910.59	97 %
751	Bank Fees	0.00	203.50	0.00	0.00	-203.50	%
	Account Total:	48,563.90	584,112.88	1,030,771.00	1,107,546.00	523,433.12	53 %
	Account Group Total:	48,563.90	584,112.88	1,030,771.00	1,107,546.00	523,433.12	53 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
109	FICA	7.04	44.21	0.00	0.00	-44.21	%
111	Group Insurance	21.71	132.25	0.00	0.00	-132.25	%
214	Supplies-Dept	0.00	468.76	0.00	0.00	-468.76	%
321	Telephone	849.28	17,044.63	25,500.00	25,500.00	8,455.37	67 %
325	Internet Services	0.00	1,846.35	4,800.00	4,800.00	2,953.65	38 %
380	IT Support Services	0.00	11,968.00	79,720.00	79,720.00	67,752.00	15 %
527	TECH-Website Update	0.00	0.00	4,100.00	4,100.00	4,100.00	%
	Account Total:	878.03	31,504.20	114,120.00	114,120.00	82,615.80	28 %
	Account Group Total:	878.03	31,504.20	114,120.00	114,120.00	82,615.80	28 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l abl e Appropriation	% Commi t
431000 POLICE							
431000 POLICE							
100	SALARIES	40,767.34	268,795.92	541,523.00	543,048.00	274,252.08	49 %
101	OVERTIME	0.00	424.43	5,000.00	5,000.00	4,575.57	8 %
102	Salaries-Part Time	315.00	7,000.89	35,000.00	35,000.00	27,999.11	20 %
104	Separation Allowance-Law	1,460.16	11,681.28	20,500.00	20,500.00	8,818.72	57 %
109	FICA	3,173.95	26,990.65	46,300.00	46,300.00	19,309.35	58 %
110	Retirement	8,014.36	66,920.04	106,600.00	106,600.00	39,679.96	63 %
111	Group Insurance	6,397.64	52,552.88	94,200.00	94,200.00	41,647.12	56 %
112	Special Benefit Fund-Police	2,038.37	17,065.23	25,525.00	25,525.00	8,459.77	67 %
212	Supplies-Fuel	0.00	13,802.39	27,500.00	27,500.00	13,697.61	50 %
214	Supplies-Dept	0.00	14,083.83	12,000.00	12,000.00	-2,083.83	117 %
215	Supplies-Materials	57.50	1,090.58	0.00	0.00	-1,090.58	%
217	Supplies-Uni forms	29.95	9,412.13	10,000.00	10,000.00	587.87	94 %
220	Alcohol & Drug Ed.	0.00	341.95	1,000.00	1,000.00	658.05	34 %
310	Travel and Transportation	649.00	2,089.52	2,500.00	2,500.00	410.48	84 %
324	Dues and Subscriptions	0.00	6,375.63	6,300.00	6,300.00	-75.63	101 %
331	Utilities-Street Lights	0.00	4,024.86	0.00	0.00	-4,024.86	%
333	Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	%
353	Repairs and Maint-Equipment	231.79	1,768.60	3,750.00	3,750.00	1,981.40	47 %
354	Repairs and Maint-Vehicles	3,701.48	19,945.83	25,000.00	33,000.00	13,054.17	60 %
490	Miscellaneous	0.00	0.00	1,000.00	1,000.00	1,000.00	%
524	Computers	0.00	9,549.16	10,000.00	10,000.00	450.84	95 %
691	Contractual Services	41.00	4,338.50	20,050.00	20,050.00	15,711.50	22 %
	Account Total:	66,877.54	538,254.30	994,248.00	1,003,773.00	465,518.70	54 %
	Account Group Total:	66,877.54	538,254.30	994,248.00	1,003,773.00	465,518.70	54 %
434000 FIRE							
434000 FIRE							
100	SALARIES	27,627.65	178,085.20	360,453.00	360,453.00	182,367.80	49 %
101	OVERTIME	0.00	0.00	20,000.00	20,000.00	20,000.00	%
102	Salaries-Part Time	668.25	9,092.25	35,000.00	35,000.00	25,907.75	26 %
109	FICA	2,082.70	17,792.01	31,795.00	31,795.00	14,002.99	56 %
110	Retirement	5,246.47	43,661.54	67,800.00	67,800.00	24,138.46	64 %
111	Group Insurance	4,477.06	36,677.36	66,200.00	66,200.00	29,522.64	55 %
120	401 (K) Contribution	1,049.12	8,576.18	18,723.00	18,723.00	10,146.82	46 %
212	Supplies-Fuel	0.00	9,905.16	20,000.00	20,000.00	10,094.84	50 %
214	Supplies-Dept	0.00	3,603.99	3,000.00	3,000.00	-603.99	120 %
215	Supplies-Materials	744.58	7,182.99	9,000.00	9,000.00	1,817.01	80 %
217	Supplies-Uni forms	0.00	1,158.57	4,000.00	4,000.00	2,841.43	29 %
218	Supplies-Equipment	0.00	9,273.90	20,000.00	20,000.00	10,726.10	46 %
310	Travel and Transportation	331.99	3,634.37	5,000.00	5,000.00	1,365.63	73 %
324	Dues and Subscriptions	750.00	13,730.25	8,100.00	8,100.00	-5,630.25	170 %
330	Utilities	0.00	3,959.66	11,500.00	11,500.00	7,540.34	34 %
351	Repairs and Maint-Grounds	6,764.66	9,861.55	5,000.00	5,000.00	-4,861.55	197 %
353	Repairs and Maint-Equipment	2,203.67	6,097.49	15,000.00	15,000.00	8,902.51	41 %
354	Repairs and Maint-Vehicles	0.00	32,781.25	20,000.00	20,000.00	-12,781.25	164 %
490	Miscellaneous	0.00	0.00	3,000.00	3,000.00	3,000.00	%
514	Protective Clothing	0.00	0.00	14,000.00	14,000.00	14,000.00	%
553	RADIO REPLACEMENT	0.00	248.00	10,000.00	10,000.00	9,752.00	2 %
691	Contractual Services	0.00	182.82	0.00	0.00	-182.82	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Availabl e Appropriation	% Committ
693	Fairfield Volunteer Fire Dept	0.00	67,000.00	67,000.00	67,000.00	0.00	100 %
694	Chimney Rock Volunteer Fire	0.00	35,000.00	35,000.00	35,000.00	0.00	100 %
695	Bills Creek Volunteer Fire	0.00	42,800.00	42,800.00	42,800.00	0.00	100 %
	Account Total :	51,946.15	540,304.54	892,371.00	892,371.00	352,066.46	61 %
	Account Group Total :	51,946.15	540,304.54	892,371.00	892,371.00	352,066.46	61 %
451000	PUBLIC WORKS-STREETS						
451000	PUBLIC WORKS-STREETS						
100	SALARIES	17,409.66	135,915.73	400,816.00	400,816.00	264,900.27	34 %
101	OVERTIME	0.00	0.00	15,000.00	15,000.00	15,000.00	%
109	FICA	1,315.87	11,199.69	31,392.00	31,392.00	20,192.31	36 %
110	Retirement	3,306.10	28,039.23	72,010.00	72,010.00	43,970.77	39 %
111	Group Insurance	3,176.19	26,662.60	77,220.00	77,220.00	50,557.40	35 %
120	401 (K) Contribution	748.82	6,312.34	20,555.00	20,555.00	14,242.66	31 %
211	Supplies-Automotive	337.44	11,399.53	25,000.00	25,000.00	13,600.47	46 %
212	Supplies-Fuel	0.00	975.56	0.00	0.00	-975.56	%
214	Supplies-Dept	0.00	721.73	1,200.00	1,200.00	478.27	60 %
215	Supplies-Materials	362.00	9,625.25	35,000.00	35,000.00	25,374.75	28 %
217	Supplies-Uni forms	0.00	3,416.47	8,000.00	8,000.00	4,583.53	43 %
310	Travel and Transportation	0.00	111.40	500.00	500.00	388.60	22 %
331	Utilities-Street Lights	0.00	5,969.71	15,000.00	15,000.00	9,030.29	40 %
334	Utilities-Buildings	0.00	2,525.67	11,500.00	11,500.00	8,974.33	22 %
350	Repairs and Maint-Buildings	775.45	1,657.67	25,000.00	25,000.00	23,342.33	7 %
351	Repairs and Maint-Grounds	631.60	7,536.19	12,000.00	12,000.00	4,463.81	63 %
353	Repairs and Maint-Equipment	226.25	11,738.68	30,000.00	30,000.00	18,261.32	39 %
354	Repairs and Maint-Vehicles	140.00	8,190.89	20,000.00	20,000.00	11,809.11	41 %
550	Other Equipment	0.00	100.00	0.00	0.00	-100.00	%
691	Contractual Services	0.00	180.00	4,000.00	4,000.00	3,820.00	5 %
	Account Total :	28,429.38	272,278.34	804,193.00	804,193.00	531,914.66	34 %
	Account Group Total :	28,429.38	272,278.34	804,193.00	804,193.00	531,914.66	34 %
472000	SANITATION						
472000	SANITATION						
691	Contractual Services	14,915.00	119,320.00	177,000.00	179,400.00	60,080.00	67 %
692	Contractual Services-Recycling	1,520.00	11,832.00	14,400.00	14,400.00	2,568.00	82 %
696	Tipping Fees	2,685.00	23,313.06	38,000.00	38,000.00	14,686.94	61 %
	Account Total :	19,120.00	154,465.06	229,400.00	231,800.00	77,334.94	67 %
	Account Group Total :	19,120.00	154,465.06	229,400.00	231,800.00	77,334.94	67 %
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
351	Repairs and Maint-Grounds	0.00	3,650.00	9,000.00	9,000.00	5,350.00	41 %
352	Repairs and Maint-Dam	0.00	5,843.94	14,000.00	14,000.00	8,156.06	42 %
	Account Total :	0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
	Account Group Total :	0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Availabl e Appropriation	% Committ
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	3,837.44	29,995.06	63,100.00	63,100.00	33,104.94	48 %
109	FICA	293.34	2,399.78	4,800.00	4,800.00	2,400.22	50 %
110	Retirement	728.72	5,944.49	11,400.00	11,400.00	5,455.51	52 %
111	Group Insurance	639.58	5,296.08	9,500.00	9,500.00	4,203.92	56 %
120	401 (K) Contribution	191.88	1,569.80	3,300.00	3,300.00	1,730.20	48 %
585	Community Branding	49.00	2,379.58	15,500.00	45,500.00	43,120.42	5 %
	Account Total :	5,739.96	47,584.79	107,600.00	137,600.00	90,015.21	35 %
	Account Group Total :	5,739.96	47,584.79	107,600.00	137,600.00	90,015.21	35 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	16,582.56	81,166.45	279,601.00	279,601.00	198,434.55	29 %
109	FICA	1,218.44	6,394.33	21,227.00	21,227.00	14,832.67	30 %
110	Retirement	3,083.28	16,029.79	50,500.00	50,500.00	34,470.21	32 %
111	Group Insurance	1,877.20	11,367.62	38,410.00	38,410.00	27,042.38	30 %
120	401 (K) Contribution	248.26	1,986.08	13,930.00	13,930.00	11,943.92	14 %
180	Legal Services	518.40	3,859.20	20,000.00	20,000.00	16,140.80	19 %
212	Supplies-Fuel	155.72	377.62	1,000.00	1,000.00	622.38	38 %
214	Supplies-Dept	0.00	59.69	5,500.00	5,500.00	5,440.31	1 %
310	Travel and Transportation	656.46	1,713.26	4,000.00	4,000.00	2,286.74	43 %
324	Dues and Subscriptions	0.00	60.00	1,000.00	1,000.00	940.00	6 %
370	Advertising	0.00	0.00	1,000.00	1,000.00	1,000.00	%
410	RENTS	0.00	10,779.82	18,000.00	18,000.00	7,220.18	60 %
691	Contractual Services	0.00	0.00	17,000.00	17,000.00	17,000.00	%
	Account Total :	24,340.32	133,793.86	471,168.00	471,168.00	337,374.14	28 %
	Account Group Total :	24,340.32	133,793.86	471,168.00	471,168.00	337,374.14	28 %
500000 HUMAN SERVICES							
500000 HUMAN SERVICES							
500	CAPITAL OUTLAY	0.00	31,135.54	0.00	0.00	-31,135.54	%
	Account Total :	0.00	31,135.54	0.00	0.00	-31,135.54	%
	Account Group Total :	0.00	31,135.54	0.00	0.00	-31,135.54	%
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	21,819.96	148,483.11	280,000.00	280,000.00	131,516.89	53 %
102	Salaries-Part Time	0.00	1,653.76	0.00	0.00	-1,653.76	%
109	FICA	1,580.62	12,479.15	22,500.00	22,500.00	10,020.85	55 %
110	Retirement	4,186.58	32,988.18	51,000.00	51,000.00	18,011.82	65 %
111	Group Insurance	3,837.48	27,903.38	57,000.00	57,000.00	29,096.62	49 %
120	401 (K) Contribution	1,088.70	8,605.78	14,000.00	14,000.00	5,394.22	61 %
212	Supplies-Fuel	0.00	7,726.41	15,000.00	15,000.00	7,273.59	52 %
213	Supplies-Boat Fuel & Supplies	0.00	4,395.65	12,000.00	12,000.00	7,604.35	37 %
214	Supplies-Dept	0.00	2,170.96	5,000.00	5,000.00	2,829.04	43 %
215	Supplies-Materials	106.77	840.39	25,000.00	25,000.00	24,159.61	3 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	%
217	Supplies-Uni forms	49.99	1,144.87	1,500.00	1,500.00	355.13	76 %
219	Boat and Fishing Permits	0.00	5,736.68	6,500.00	6,500.00	763.32	88 %
310	Travel and Transportation	133.53	1,438.41	2,000.00	2,000.00	561.59	72 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l ab l e Appropriation	% Commi t
330	Utilities	0.00	0.00	6,700.00	6,700.00	6,700.00	%
333	Utilities-Boat House and Range	0.00	33.89	0.00	0.00	-33.89	%
335	Flowering Bridge Lighting	0.00	1,439.35	3,500.00	3,500.00	2,060.65	41 %
351	Repairs and Maint-Grounds	12,715.96	40,352.10	100,000.00	100,000.00	59,647.90	40 %
353	Repairs and Maint-Equipment	327.30	6,458.27	14,000.00	14,000.00	7,541.73	46 %
691	Contractual Services	250.00	24,327.61	40,500.00	40,500.00	16,172.39	60 %
697	Dredging & Debris Removal	52,641.84	53,041.84	0.00	0.00	-53,041.84	%
	Account Total :	98,738.73	381,219.79	664,200.00	664,200.00	282,980.21	57 %
	Account Group Total :	98,738.73	381,219.79	664,200.00	664,200.00	282,980.21	57 %
615000	BEACH & MARINA						
615000	BEACH & MARINA						
214	Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
350	Repairs and Maint-Buildings	0.00	342.00	4,000.00	4,000.00	3,658.00	9 %
351	Repairs and Maint-Grounds	917.72	7,341.76	10,200.00	10,200.00	2,858.24	72 %
353	Repairs and Maint-Equipment	0.00	1,740.03	1,300.00	1,300.00	-440.03	134 %
	Account Total :	917.72	9,423.79	17,500.00	17,500.00	8,076.21	54 %
	Account Group Total :	917.72	9,423.79	17,500.00	17,500.00	8,076.21	54 %
617000	GOLF						
617000	GOLF						
350	Repairs and Maint-Buildings	0.00	35.00	0.00	0.00	-35.00	%
	Account Total :	0.00	35.00	0.00	0.00	-35.00	%
	Account Group Total :	0.00	35.00	0.00	0.00	-35.00	%
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
506	HVAC System/Police	0.00	0.00	15,000.00	15,000.00	15,000.00	%
516	PUBLIC SERVICES BLDG	0.00	0.00	50,000.00	50,000.00	50,000.00	%
522	Pool Creek Bridge Light	0.00	9,680.00	10,000.00	10,000.00	320.00	97 %
530	P&R-Mower	0.00	2,650.00	18,000.00	18,000.00	15,350.00	15 %
541	POLICE-Vehicles	0.00	0.00	57,000.00	57,000.00	57,000.00	%
548	Parking Lot	0.00	0.00	200,000.00	200,000.00	200,000.00	%
550	Other Equipment	0.00	120,638.17	42,504.00	155,000.00	34,361.83	78 %
555	PW Storage Bldg	0.00	0.00	450,000.00	450,000.00	450,000.00	%
559	PW BLDG-Renovations	0.00	25,500.00	40,000.00	40,000.00	14,500.00	64 %
576	DAM-AUTOMATION	0.00	216,833.00	256,560.00	256,560.00	39,727.00	85 %
587	DAM BOOM REPLACEMENT	0.00	0.00	70,000.00	70,000.00	70,000.00	%
592	PW-Street Paving	0.00	46,322.60	150,000.00	174,000.00	127,677.40	27 %
697	Dredging & Debris Removal	0.00	700,470.30	1,000,000.00	1,000,000.00	299,529.70	70 %
	Account Total :	0.00	1,122,094.07	2,359,064.00	2,495,560.00	1,373,465.93	45 %
	Account Group Total :	0.00	1,122,094.07	2,359,064.00	2,495,560.00	1,373,465.93	45 %
910000	DEBT SERVICE						
910000	DEBT SERVICE						
504	VEHICLES	0.00	29,878.93	44,500.00	44,500.00	14,621.07	67 %
531	FIRE-Fire Engine	0.00	0.00	46,300.00	46,300.00	46,300.00	%
541	POLICE-Vehicles	0.00	4,199.18	17,225.00	17,225.00	13,025.82	24 %
550	Other Equipment	0.00	29,534.61	144,500.00	144,500.00	114,965.39	20 %
561	Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	%
573	Barge/Excavator	0.00	97,312.80	0.00	0.00	-97,312.80	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l ab l e Appropriation	% Commi t
700	DEBT SERVICE	0.00	1,432.10	0.00	0.00	-1,432.10	%
720	Bond Interest	0.00	21,639.62	58,500.00	58,500.00	36,860.38	37 %
	Account Total :	0.00	183,997.24	412,925.00	412,925.00	228,927.76	45 %
	Account Group Total :	0.00	183,997.24	412,925.00	412,925.00	228,927.76	45 %
920000	Non-Governmental						
920000	Non-Governmental						
130	Unempl oymen t	0.00	4,211.45	5,000.00	5,000.00	788.55	84 %
450	Insurance	0.00	172,114.70	165,000.00	165,000.00	-7,114.70	104 %
751	Bank Fees	-25.00	6.50	2,500.00	2,500.00	2,493.50	%
	Account Total :	-25.00	176,332.65	172,500.00	172,500.00	-3,832.65	102 %
	Account Group Total :	-25.00	176,332.65	172,500.00	172,500.00	-3,832.65	102 %
980000	TRANSFERS						
980000	TRANSFERS						
967	Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total :	347,155.63	4,235,235.46	9,928,110.00	10,183,306.00	5,948,070.54	42 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

21 Capital Reserve Fund

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

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l abl e Appropriation	% Committ
713000 WATER							
713000 WATER							
212	Suppl i es-Fuel	0.00	35.46	0.00	0.00	-35.46	%
214	Suppl i es-Dept	0.00	387.50	15,000.00	15,000.00	14,612.50	3 %
310	Travel and Transportation	0.00	355.00	4,000.00	4,000.00	3,645.00	9 %
324	Dues and Subscriptions	100.00	130.00	2,000.00	2,000.00	1,870.00	7 %
330	Utilities	0.00	5,673.77	15,000.00	15,000.00	9,326.23	38 %
350	Repai rs and Maint-Buildings	0.00	12,579.01	20,000.00	20,000.00	7,420.99	63 %
353	Repai rs and Maint-Equipment	701.41	7,198.11	30,000.00	30,000.00	22,801.89	24 %
354	Repai rs and Maint-Vehi cles	0.00	50.00	0.00	0.00	-50.00	%
358	Repai rs and Maint-Li nes	0.00	0.00	18,000.00	18,000.00	18,000.00	%
430	Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
691	Contractual Services	0.00	13,651.19	20,000.00	20,000.00	6,348.81	68 %
	Account Total :	801.41	40,060.04	124,500.00	124,500.00	84,439.96	32 %
	Account Group Total :	801.41	40,060.04	124,500.00	124,500.00	84,439.96	32 %
714000 SEWER							
714000 SEWER							
103	Professi onal Servi ces	0.00	300.00	3,000.00	3,000.00	2,700.00	10 %
214	Suppl i es-Dept	0.00	75.61	800.00	800.00	724.39	9 %
215	Suppl i es-Materi als	0.00	65,634.81	180,000.00	180,000.00	114,365.19	36 %
310	Travel and Transportation	0.00	952.01	4,000.00	4,000.00	3,047.99	24 %
320	Postage	252.00	8,979.96	4,000.00	4,000.00	-4,979.96	224 %
330	Utilities	0.00	3,417.85	16,000.00	16,000.00	12,582.15	21 %
350	Repai rs and Maint-Buildings	0.00	10,270.25	20,000.00	20,000.00	9,729.75	51 %
353	Repai rs and Maint-Equipment	0.00	13,014.83	45,000.00	45,000.00	31,985.17	29 %
355	Repai rs and Maint-Col lecti on	629.10	4,277.95	25,000.00	25,000.00	20,722.05	17 %
358	Repai rs and Maint-Li nes	0.00	704.80	0.00	0.00	-704.80	%
550	Other Equipment	0.00	14,937.50	0.00	155,000.00	140,062.50	10 %
613	Manhol e Rehabi Project	0.00	129,044.20	0.00	0.00	-129,044.20	%
690	Contractual Servi ces-Sludge	0.00	60,320.77	160,000.00	160,000.00	99,679.23	38 %
691	Contractual Servi ces	0.00	30,147.60	79,000.00	79,000.00	48,852.40	38 %
699	Contractual Servi ces-WWTP	2,645.00	11,045.00	40,000.00	40,000.00	28,955.00	28 %
	Account Total :	3,526.10	353,123.14	576,800.00	731,800.00	378,676.86	48 %
	Account Group Total :	3,526.10	353,123.14	576,800.00	731,800.00	378,676.86	48 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
511	WATER METERS	0.00	0.00	200,000.00	200,000.00	200,000.00	%
547	CAMERAS/CAMERAS	0.00	0.00	8,500.00	8,500.00	8,500.00	%
557	FIREFLY COVE SYSTEM	0.00	0.00	250,000.00	250,000.00	250,000.00	%
	Account Total :	0.00	0.00	458,500.00	458,500.00	458,500.00	%
	Account Group Total :	0.00	0.00	458,500.00	458,500.00	458,500.00	%
910000 DEBT SERVICE							
910000 DEBT SERVICE							
611	SRL Fund Project	0.00	2,579.49	55,955.00	55,955.00	53,375.51	5 %
612	Joi nt Wrappi ng Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
720	Bond Interest	0.00	0.00	5,160.00	5,160.00	5,160.00	%
	Account Total :	0.00	2,579.49	125,105.00	125,105.00	122,525.51	2 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
	Account Group Total :	0.00	2,579.49	125,105.00	125,105.00	122,525.51	2 %
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Account Total :	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Account Group Total :	0.00	0.00	365,455.00	365,455.00	365,455.00	%
	Fund Total :	4,327.51	395,762.67	1,650,360.00	1,805,360.00	1,409,597.33	22 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l ab l e Appropriation	% Commi t
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100	SALARIES	17,307.18	121,162.15	87,500.00	87,500.00	-33,662.15	138 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	1,253.26	10,570.62	6,950.00	6,950.00	-3,620.62	152 %
110	Retirement	3,286.64	26,210.05	15,000.00	15,000.00	-11,210.05	175 %
111	Group Insurance	1,918.74	15,811.44	10,000.00	10,000.00	-5,811.44	158 %
120	401 (K) Contribution	594.78	4,758.24	4,313.00	4,313.00	-445.24	110 %
212	Supplies-Fuel	0.00	4,594.41	6,000.00	6,000.00	1,405.59	77 %
214	Supplies-Dept	0.00	257.19	6,200.00	6,200.00	5,942.81	4 %
320	Postage	0.00	44.32	0.00	0.00	-44.32	%
321	Telephone	0.00	1,247.29	3,000.00	3,000.00	1,752.71	42 %
330	Utilities	0.00	1,592.63	6,000.00	6,000.00	4,407.37	27 %
350	Repairs and Maint-Buildings	720.45	2,703.45	15,000.00	15,000.00	12,296.55	18 %
352	Repairs and Maint-Dam	123.84	123.84	0.00	0.00	-123.84	%
353	Repairs and Maint-Equipment	297.99	1,948.14	40,000.00	40,000.00	38,051.86	5 %
691	Contractual Services	0.00	2,640.00	42,000.00	42,000.00	39,360.00	6 %
	Account Total :	25,502.88	193,663.77	281,963.00	281,963.00	88,299.23	69 %
	Account Group Total :	25,502.88	193,663.77	281,963.00	281,963.00	88,299.23	69 %
980000 TRANSFERS							
980000 TRANSFERS							
958	Transfer to Fund Balance	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Account Total :	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Account Group Total :	0.00	0.00	118,187.00	118,187.00	118,187.00	%
	Fund Total :	25,502.88	193,663.77	400,150.00	400,150.00	206,486.23	48 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
714000 SEWER							
714000 SEWER							
	573 Barge/Excavator	0.00	479,848.38	0.00	0.00	-479,848.38	%
	635 Contract for Design Build	0.00	512,000.00	0.00	0.00	-512,000.00	%
	760 Closing Cost	0.00	45,686.00	0.00	0.00	-45,686.00	%
	Account Total :	0.00	1,037,534.38	0.00	0.00	-1,037,534.38	%
	Account Group Total :	0.00	1,037,534.38	0.00	0.00	-1,037,534.38	%
	Fund Total :	0.00	1,037,534.38	0.00	0.00	-1,037,534.38	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

75 CHIMNEY ROCK WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai l ab l e Appropriation	% Committ
713000 WATER							
713000 WATER							
	214 Suppl i es-Dept	0.00	1,637.50	0.00	0.00	-1,637.50	%
	320 Postage	42.24	342.40	0.00	0.00	-342.40	%
	968 Payments to Chimney Rock Water	4,926.38	39,397.31	0.00	0.00	-39,397.31	%
	Account Total :	4,968.62	41,377.21	0.00	0.00	-41,377.21	%
	Account Group Total :	4,968.62	41,377.21	0.00	0.00	-41,377.21	%
	Fund Total :	4,968.62	41,377.21	0.00	0.00	-41,377.21	%
	Grand Total :	381,954.64	0.00	5,903,573.49	13,578,620.00	13,988,816.00	8,085,242.51 42 %

V
COUNCIL LIAISON
REPORTS AND
COMMENTS

VI PRESENTATIONS

- A. Financial, Budget, and Audit Updates**

Taxes and Reappraisal

UPDATE

REAPPRAISAL

- Reappraisal process is continuing for Rutherford County.
- Notice of appraisals were sent and received. Feedback has been received.
- Taxpayers can appeal their values and complete a valuation process.
- Projections still should be determined in late April and early May-depending on number of appeals

Tax Values for
the Town of
Lake Lure-
2022/2023
Assessment
Years

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

\$864,270,967 (million) (2022)

***With reappraisal it appears that the reappraisal value
could still increase by 50%-up to approximately***

\$1,450,000,00 (billion) (2023)

Real Property

Personal Property

- Real Property: Dirt + anything built on dirt
- Personal: Everything Else

Reappraisal Timing

- MUST BE DONE AT LEAST EVERY 8 years
- Most counties reappraise every 8 years
- 2nd Largest number of counties reappraise every **4 Years**
- Then 3rd ,, 6 years
- Then 4th, 5 Years
- Then 5th, 7 years
- Slow Growing number leaning toward every 1-2 years.

- RUTHERFORD COUNTY reappraises every 4 years

Tax Values for
the Town of
Lake Lure-
2022/2023
Assessment
Years

Tax Rate and Related Calculation

Current Tax Rate: .53

Tax Payer A's Property Value: \$600,000/100

$.53 \times 6,000 = \underline{\$3,180.00}$ tax amount

TAX RATES

Rutherford County Tax Rate: .597

State's Lowest: .31 (Carteret)

State's Highest: 1.00(Scotland)

State's Median: .69

Lake Lure Tax Rate: .53

State's Lowest: 0.0165 (Wesley Chapel)

State's Highest: .84 (Enfield)

State's Median: .43

Revenue Neutral Tax Rate

- During the budget process, a revenue neutral tax rate will be calculated in regards to the updated property values and needed revenues for upcoming expenses

In each year in which a general reappraisal of real property has been conducted, the budget officer shall include in the budget, for comparison purposes, a statement of the revenue-neutral property tax rate for the budget. The revenue-neutral property tax rate is the rate that is estimated to produce revenue for the next fiscal year equal to the revenue that would have been produced for the next fiscal year by the current tax rate if no reappraisal had occurred. To calculate the revenue-neutral tax rate, the budget officer shall first determine a rate that would produce revenues equal to those produced for the current fiscal year and then increase the rate by a growth factor equal to the average annual percentage increase in the tax base due to improvements since the last general reappraisal. This growth factor represents the expected percentage increase in the value of the tax base due to improvements during the next fiscal year. The budget officer shall further adjust the rate to account for any annexation, deannexation, merger, or similar event.

VII

PUBLIC COMMENT

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

VIII

CONSENT AGENDA

- A. Approval of the February 14, 2023 Regular Town Council Meeting Minutes and the February 22, 2023 Regular Town Council Work Session Meeting Minutes
- B. Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook
- C. Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement



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

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

William Morgan, Jr., Town Attorney
William Hank Perkins, Jr., Town Manager
Dana Bradley, Parks, Recreation, and Trails Coordinator
Michael Williams, Community Development Director

ABSENT: Commissioner Patrick Bryant

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 5:00 p.m. Council members led the pledge of allegiance.

II. APPROVE THE AGENDA

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

III. MAYOR'S COMMUNICATIONS

**A. RESOLUTION NO. 23-02-14 HONORING THE DEDICATED SERVICE OF
HOPE WITTMER**

Mayor Pritchett thanked all individuals in attendance.

Mayor Pritchett expressed appreciation for Mrs. Hope Wittmer for her services to the community. Commissioner Jim Proctor made a motion to adopt Resolution No. 23-02-14 Honoring the Dedicated Services of Hope Wittmer. Commissioner Doster seconded and the motion carried 3-0.

Mayor Pritchett read the Resolution, as follows:

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

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

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

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

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

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

Mayor Pritchett presented Mrs. Wittmer with Resolution No. 23-02-14.

Mrs. Hope Wittmer thanked Council members. Mrs. Wittmer expressed appreciation for the support and help of volunteers, family, and friends. Mrs. Wittmer stated that for the past 20 years, she and her husband George Wittmer have been working at helping the community. Mrs. Wittmer expressed thanks.

Mayor Pritchett called for a 15 minute break to have refreshments to celebrate Mrs. Wittmer.

IV. TOWN MANAGER COMMUNICATIONS
--

Town Manager Hank Perkins summarized highlights from his Manager's Report for January.

V. COUNCIL LIAISON REPORTS & COMMENTS

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

Commissioner David DiOrio reported the activities of the Lake Advisory Board and presented the impacts of the Lake Use Regulation amendments including increased enforcement of regulations, permit requirements such as specifications, and individuals registering their boats in North Carolina per state law. Commissioner DiOrio explained that there is a notion that non-residents are no longer allowed on the lake, which is not accurate because non-residents may still access the lake through daily weekday permits or an annual permit for those who have a slip on the lake. Commissioner DiOrio expanded that the reasoning for limiting non-resident access is to decrease congestion and allow residents to use the lake during peak season weekends, which are the main times that safety concerns from congestion occur. Commissioner DiOrio also noted that there have been discussions regarding opinions that state residents believe they are entitled to the lake because they pay state taxes, but noted that any funds from the State or federal government to the Town are for infrastructure such as the dam or water resources and not for recreational uses of the lake. Increasing safety margins on the lake. Commissioner DiOrio reported that the Board of Adjustment / Lake Structure Appeals Board did not meet.

Mayor Pritchett announced that Commissioner Proctor will now be the Council liaison to the Parks and Recreation Board and Commissioner Doster will be the Council liaison to the ABC Board. Mayor Pritchett also announced that the Lake Lure Steering Committee will meet on February 20th at 1:00 p.m.

VI. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

Jay Dover, Marion, North Carolina, explained that he is a long-time fishermen of Lake Lure. Mr. Dover asked for consideration for allowance of a larger horse-power (HP) motor for the annual fishing permit or non-resident permits. Mr. Dover expressed that larger HP is allowed on pontoons for residents. Mr. Dover expressed that the current policy is not justifiable and that catch and release fishermen do not negatively impact the lake. Mr. Dover asked that a more just policy be allowed, such as past policies. Mr. Dover suggested that if Council cannot accept his request fishermen could obtain daily permits, but it would be challenging due to time constraints between obtaining permits and restrictive prime fishing hours. Mr. Dover expressed that he had heard that purchasing a daily permit in advance is possible, but the date of use cannot be changed even when inclement weather is a factor. Mr. Dover expanded that being able to change the use date of a daily slip may resolve some concerns. Mr. Dover recommended that a lock box pick up method could also resolve issues. Mr. Dover expressed that a fair and simple solution is to return to the former policy of allowed higher HP non-resident fishing permits. Mr. Dover thanked Council for allowing him to speak. Mayor Pritchett invited Parks, Recreation, and Trails Coordinator Dana Bradley to address any of Mr. Dover's concerns. Coordinator Bradley explained that the main reason for

reducing the HP limit was to prevent wake. Coordinator Bradley expressed support for fisherman and hopes that they are able to obtain daily permits, but explained that the Town had not yet found a productive way to use a lock box system. Mayor Pritchett asked if permits will be available for online purchase in the future and Coordinator Bradley Dana answered that it could be possible in the future. Coordinator Bradley explained that dates written on daily permits are permanent and that staff cannot prove that the permit was not used on the specified day. Mayor Pritchett noted the Lake Advisory Board will continue discussions and thanked Mr. Dover.

Joe Gay, Edneyville, North Carolina, explained that he and his wife had explored the area after moving to Edneyville and he bought a boat just to go on Lake Lure and have enjoyed doing so for the past two years. Mr. Gay express concern regarding the absence of annual non-resident permits. Mr. Gay suggested that there are other ways to limit lake traffic issues, such as increasing non-resident rates or using a grandfathering system. Mr. Gay noted that he was unaware of the Lake Use Regulation changes and that he was not able to provide feedback, and expressed that he would have liked to receive an email regarding the changes. Mr. Gay questioned how many people are originally from Lake Lure and expressed that the new regulations are a short sided way to limit exposure to the lake to future users. Mr. Gay also questioned how the regulations were determined. Commissioner DiOrio explained that the main factor for changing the regulations was congestion during peak-season weekends becoming a hazard, which was evident through police reports and citizen concerns. Commissioner DiOrio expanded that the Town had been using a 2006 lake study model and that the Town has grown since then and the model was exceeded. Commissioner DiOrio noted the decision was made to try to promote and encourage non-residents to utilize the lake during the non-peak season or on weekdays during peak-season, so the peak-season weekends are safer and residents can have full use of the lake. Mr. Gay asked about vacation rental boat use and noted that non-residents who are regularly active on the lake are more responsible than those using vacation rental boats. Commissioner DiOrio explained that there are only about 20 vacation rental boats, but noted that Mr. Gay made a good point. Mr. Gay recommended a zero tolerance policy for offenders on the lake. Commissioner Diorio expressed that the Lake Advisory Board will be looking into various factors including police reports and stricter lake enforcement.

VII. CONSENT AGENDA

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

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

- A. Approval of the January 10, 2023 Regular Town Council Meeting Minutes, the January 11, 2023 Town Council Planning Retreat Meeting Minutes, and the January 25, 2023 Regular Town Council Work Session Meeting Minutes
- B. Budget Amendment #346 for Deep Water Access Project

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

RESOLUTION NO. 23-02-14A

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

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

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

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

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

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

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

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

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

VIII. UNFINISHED BUSINESS

A. FACILITY LEASES

Manager Perkins explained that the Town had been discussing two leases, one for the Lake Lure Flowering Bridge and one for the Rutherford County Tourism Development Authority (TDA). Manager Perkins noted that there is a general statute that was overlooked regarding a required 30-day notice of intent to consider a lease for any lease with a term exceeding one year. Manager Perkins expanded that both of the leases in discussion were planned have up to a 10 year term. Manager Perkins asked for Council’s consideration to allow a public notice be published and there was Council consensus of support.

i. LAKE LURE FLOWERING BRIDGE

Manager Perkins detailed that Town and the Lake Lure Flowering Bridge had been functioning without a lease in the past. It was noted that the Lake Lure Flowering Bridge desired a lease with a term greater than 10 years, but sale of real property laws are required for leases exceeding 10 years. Town Attorney William Morgan explained that the Town could seek a local bill to exceed a lease term of 10 years without the sale of real property law constraints, and noted that the Town of Matthews had a local bill passed to lease to their Chamber for longer than 10 years. It was noted that the deadline for the North Carolina General Assembly to make any legislative recommendations is February 23rd. Manager Perkins asked if Council is interested in pursuing local legislation. There was Council consensus of support. Commissioner Proctor noted that there are less than 30 days until the March regular meeting and it was determined that the leases must be approved at a regular meeting. Commissioner Proctor asked Community Development Director Michael Williams if delaying the lease would impact proceeding with the Flowering Bridge’s education center and Director Williams expressed that it may. Commissioner Proctor recommended entertaining a lease not exceeding one year during the March regular meeting and to re-evaluate a longer term lease at the regular meeting in April.

Commissioner Proctor made a motion to advertise a notice of intent to consider a lease, to approve a lease of less than one year at the regular March meeting and explore a longer-term lease at the regular meeting in April, and to seek legislation for a local bill to enter a lease with a term greater than 10 years. Commissioner Doster seconded and the motion carried 3-0.

ii. RUTHERFORD COUNTY TOURISM DEVELOPMENT AUTHORITY

Manager Perkins explained that the current lease between the Town and the TDA is month to month and that the Town will advertise notice of intent to consider a lease at the regular April meeting.

IX. NEW BUSINESS

A. REQUEST FOR TOWN COUNCIL PERMISSION TO DREDGE AROUND LAKE STRUCTURE LOCATED AT 104 QUAIL COVE ROAD

Director Williams explained that Section 6-51 of the Code of Ordinances states that dredging and filling is prohibited unless approved by Town Council.

Director Williams noted that North Carolina Department of Environmental Quality and the Army Corp of Engineers have granted allowance to maintain sand replenishment.

Director Williams detailed that there are four requests from four addresses and that the first three are requests to dredge under boat houses. Director Williams expanded that same contractor is working for all of the requestors.

Director Williams noted that spoils must be removed from the lake, taken outside or distributed on shore. Commissioner Doster expressed concern regarding distributing spoils on the shore because it will eventually deposit back into the lake. Commissioner Doster asked how often the Town receives such requests and Director Williams answered that these requests occur fairly often, but an issue that the Town is facing is individuals dredging or filling without a request and approval from Town Council. Director Williams expressed the importance of enforcing the approval requirements. Director Williams noted that all spoils will be removed.

Commissioner DiOrio made a motion to grant the dredging requests around lake structures at 104 Quail Cove Road, 191 Lakeview Road, and 255 Deerwood Drive. Commissioner Proctor seconded and the motion carried 3-0.

IX. NEW BUSINESS

B. REQUEST FOR TOWN COUNCIL PERMISSION TO DREDGE AROUND LAKE STRUCTURE LOCATED AT 191 LAKEVIEW ROAD

Approved under New Business A.

IX. NEW BUSINESS

C. REQUEST FOR TOWN COUNCIL PERMISSION TO DREDGE AROUND LAKE STRUCTURE LOCATED AT 255 DEERWOOD DRIVE

Approved under New Business A.

IX. NEW BUSINESS

D. REQUEST FOR TOWN COUNCIL APPROVAL TO ADD FILL FOR MAINTENANCE OF RUMBLING BALD RESORT BEACH LOCATED AT 153 MOUNTAINS BOULEVARD

Director Williams explained the history of filling beaches. Director Williams noted that he had identified all existing beaches, and recalled that the Army Corp of Engineers will allow minimum impact re-sanding or filling.

Director Williams noted that the current request is for the beach at Rumbling Bald.

Commissioner Doster made a motion to grant approval to add fill for maintenance of Rumbling Bald Beach located at 153 Mountains Boulevard. Commissioner DiOrio seconded and the motion carried 3-0.

Commissioner DiOrio recommended reviewing this ordinance with the Zoning and Planning Board and exploring the possibilities of allowing the town manager and community development department to have the authority to approve dredging and filling.

IX. NEW BUSINESS

E. BOARD MEMBER APPOINTMENTS

i. ABC BOARD

Commissioner Doster made a motion to re-appoint Bob Cassano and Richard Sayles, and appoint Trace Boswell to the ABC Board. Commissioner DiOrio seconded and the motion carried 3-0.

Town Council thanked outgoing ABC Board member Linda Samarotto.

ii. BOARD OF ADJUSTMENT / LAKE STRUCTURE APPEALS BOARD

Commissioner DiOrio made a motion to re-appoint Wyn Hardy to serve a one year extension and to re-appoint Kimberly Sayles to serve a regular term on the Board of Adjustment / Lake Structure Appeals Board. Commissioner Proctor seconded and the motion carried 3-0.

iii. LAKE ADVISORY BOARD

Commissioner DiOrio made a motion to re-appoint Gary Hasenfus and Mark Helms to the Lake Advisory Board. Commissioner Doster seconded and the motion carried 3-0.

iv. PARKS AND RECREATION BOARD

Commissioner Doster made a motion to re-appoint Moe Bay, Bill Massey, and James Walters, and to appoint Ozzie McFarland as an alternate member to the Parks and Recreation Board. Commissioner DiOrio seconded and all voted in favor.

v. ZONING AND PLANNING BOARD

Commissioner Doster made a motion to re-appoint Randy Nelson and appoint Ken Williams to the Zoning and Planning Board. Commissioner DiOrio seconded and the motion carried 3-0.

Town Council thanked outgoing Zoning and Planning Board member Tom McKay.

IX. NEW BUSINESS

F. RESOLUTION NO. 23-02-14B ACCEPTING AMERICAN RESCUE PLAN FUNDING FOR SUBAQUEOUS SANITARY SEWER AIA

Manager Perkins explained that in October, Town Council approved a scope for the AIA (asset inventor assessment) grant of \$200,000 for American Rescue Plan (ARP). Manager Perkins noted that the Town had been waiting for the state to send terms and additional details, and discussions had taken place with LaBella Associates about completing the scope. Manager Perkins explained that Resolution No. 23-02-14B is based on template provided by the state and should be returned to the state in order to fulfill AIA requirements.

Commissioner Doster made a motion to adopt Resolution No. 23-02-14B Accepting American Rescue Plan Funding for Subaqueous Sanitary Sewer AIA. Commissioner DiOrio seconded and the motion carried 3-0.

RESOLUTION NO. 23-02-14B

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

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

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

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

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

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

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

Section 3. That Town Manager William H. Perkins, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

IX. NEW BUSINESS

G. RESOLUTION NO. 23-02-14C ACCEPTING THE NORTH CAROLINA WATER RESOURCES DEVELOPMENT GRANT FOR SHALLOW DRAFT NAVIGATION CHANNEL DREDGING IN THE AMOUNT OF \$750,000

Manager Perkins announced that the Town has received notification of the award for the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging. Manager Perkins explained that this notification was received following the work session, which is why it is under discussion for new business. It was noted that the grant award offer is for \$750,000 and that Resolution No. 23-02-14C authorizes the acceptance of the grant. Manager Perkins noted that the grant based on the calendar year.

Commissioner Proctor made a motion to adopt Resolution No. 23-02-14C Accepting the North Carolina Water Resources Development Grant for Shallow Draft Navigation Channel Dredging in the Amount of \$750,000. Commissioner DiOrio seconded and the motion carried 3-0.

RESOLUTION NO. 23-02-14C

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
ACCEPTING THE NORTH CAROLINA WATER RESOURCES DEVELOPMENT GRANT
FOR SHALLOW DRAFT NAVIGATION CHANNEL DREDGING IN THE AMOUNT OF
\$750,000**

WHEREAS, Town of Lake Lure desires to complete a General Navigation Dredging Project projected to remove approximately 40,000 cubic yards of sediment via dredging from the Broad River and Lake Lure

WHEREAS, The Dredging Project will be improving general navigation and boater safety in an area of the lake that experiences significant impact from upstream sedimentation, impeding access to the Town marina and public launch ramp; and

WHEREAS, The Town of Lake Lure applied for North Carolina Water Resources Development Grant for shallow draft navigation channel dredging; and

WHEREAS, The Town of Lake Lure has been offered an award for the North Carolina Water Resources Development Grant for shallow draft navigation channel dredging in the amount of \$750,000;

WHEREAS, The Town of Lake Lure Town Council desires to accept the award offer in full;

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

Section 1. The Town of Lake Lure does hereby accept the North Carolina Water Resources Development Grant for shallow draft navigation channel dredging in the amount of \$750,000.

Section 2. The Town of Lake Lure Town Council authorizes the execution of the required North Carolina Department of Environmental Quality Finance Assistance Agreement.

Section 3. The Town of Lake Lure shall abide by all of the rules and regulations specified within the North Carolina Department of Environmental Quality Finance Assistance Agreement titled Grant Contract No. CW34404, Lake Lure SDNF 2023.

Section 4. This Resolution shall be effective upon its adoption. ‘

X. CLOSED SESSION

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

During the closed session, Council members recalled past discussion of local legislation in regard to trails and were provided with an update regarding Brown Engineering legal matter.

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

XI. ADJOURNMENT

With no further business, Commissioner DiOrio made a motion to adjourn the meeting at 7:18 p.m. Commissioner Proctor seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE REGULAR WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, FEBRUARY 22, 2023, 8:30 A.M. AT THE LAKE LURE TOWN HALL

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

William Hank Perkins, Jr., Town Manager
William Morgan, Jr., Town Attorney
Laura Krejci, Communications Director
Dana Bradley, Parks, Recreation, and Trails Coordinator
Dean Givens, Parks, Recreation, and Lake Director
Olivia Stewman, Town Clerk
Stephen Ford, Finance Director
Michael Dydula, Project Manager
Michael Williams, Community Development Director

ABSENT:

I. CALL TO ORDER

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

II. AGENDA ADOPTION

Commissioner Scott Doster made a motion to add item III to the agenda for the Rumble Update and renumber accordingly and add item X to the agenda for Infrastructure Discussion and renumber accordingly. Commissioner Proctor seconded and the motion carried 3-0.

III. RUMBLE UPDATE

Communications Director Laura Krejci explained that there is a chance of rain when the Rumble is set to take place and the Rumble coordinator has asked if the event could be shifted by one day if inclement weather occurs. Director Krejci expanded that this would mean that the event would take place on Saturday and Sunday rather than Friday and Saturday. Director Krejci noted that the Rumble coordinators plan to make a decision on Thursday at 10:00 a.m. Director Krejci asked for Council input regarding the request to shift dates if necessary and if Council would be accepting of the request. There was Council consensus of support.

IV. FIREWORKS DISCUSSION

Manager Perkins recalled that during past discussions, the Chamber of Hickory Nut Gorge had asked that the Town take over the responsibilities the 4th of July fireworks and Council decided that the Town would not hold a fireworks event on the 4th of July because of traffic and alternatives were discussed. It was explained that staff had met to discuss recommendations to forgo the fireworks and it was determine that it might be beneficial to celebrate holidays with lights and décor and build the presence of Lake Lure up in the holiday season, rather than hold the 4th of July event.

Manager Perkins noted that if Council would like to hold a fireworks event outside of the 4th of July, lake drawdowns would need to be considered. Commissioner DiOrio questioned if the Town would take the current funds used for fireworks and fund an alternative. Mayor Pritchett expressed that she supports the idea of December fireworks, but noted that it may not be plausible because next year's drawdown may be longer than the current one. Commissioner DiOrio expressed support for re-apportioning the money for fireworks to fund enhanced Christmas lights.

Commissioner DiOrio recalled that the Town had gotten an estimate last year for about \$25,000 for lights and expressed support for re-visiting the estimate. Mayor Pritchett asked Director Krejci to refresh her memory and asked about what lighting was explored in the past. Director Krejci explained that she and Parks, Recreation, and Trails Coordinator Dana Bradley had lead the initiative in exploring lighting in the past. Coordinator Bradley explained that the two had researched replacing the Town's existing snowflake lights and adding some additional holiday lights. Director Krejci noted that the expectation is to have a classic look with soft whites. Commissioner Doster asked if the Town would still place a tree in Town center and it was answered yes. Director Krejci expressed she would like to highlight major features of the Town, such as the Gazebo. Coordinator Bradley noted that the Town had also been researching year-round lights for the Gazebo. Mayor Pritchett expressed concern regarding year-round lights, but noted that landscape lighting might be good. Commissioner Bryant noted the Gazebo would need electrical up-fitting. Commissioner DiOrio asked where most of the holiday items are budgeted and Parks, Recreation, and Lake Director Dean Givens answered the Public Works budget. Commissioner DiOrio suggested explained a holiday package and augmenting fireworks to fund it. Commissioner DiOrio also suggested researching how to best budget holiday items and possibly re-evaluate the existing method. Manager Perkins and Council discussed that it will be included in the budget process. Commissioner Doster noted that there will be upgrades to Morse Park in the

future, such as the parking lot expansion, so the Town would need to consider this when decide where décor and electric are installed. Commissioner Proctor suggested that the Town might create a policy in regard to holiday lighting and décor. Commissioner DiOrio agreed with Commissioner Proctor and added that policy would be ideal for details such as when lights are active.

Director Krejci noted that the Town should ensure that Rumbling Bald knows that the Town will not be holding 4th of July fireworks and Mayor Pritchett agreed to speak with Rumbling Bald.

V. ADVISORY AND STATUTORY BOARD HANDBOOK DISCUSSION

Town Clerk Olivia Stewman request that Council review the Advisory and Statutory Board Handbook and note any recommended changes. Clerk Stewman suggested adding an application deadline and an application expiration date. Council members agreed upon a two year application expiration and it was noted that those who are not serving on a board but wish to keep an active application must re-apply after two years. Council members also reached agreement regarding a January 1st application deadline, along with January board meeting reviews. Commissioner DiOrio noted that it makes more sense to hold board elections at March board meetings when new members are seated and new member orientation takes place. Commissioner Doster noted that one other issue may be a lack of consistency with attendance policies on boards. Council discussed board by laws and attendance. Mayor Pritchett noted that there might be some discretion of the Chair to handling attendance issues. There was consensus to implement an attendance policy of possible termination if a member misses three consecutive meetings or four meetings in a year. Commissioner DiOrio recommended that the board chair does have ability to access and make recommendations to Council to terminate members for attendance issues based on their discretion. Commissioner Doster recommended including all board by-laws on the Town website. Council members agreed to add in the Handbook that Board chairs shall make recommendation to Council if attendance is an issue for a board member. Mayor Pritchett noted that the Steering Committee is a little different since it is ad-hoc and multi-jurisdictional. Mayor Pritchett also noted that board members should be responsible for informing their Board's Chair if they cannot attend a meeting. Commissioner DiOrio proposed adding language that board members may be subject to dismissal by Town Council if the attendance requirements are not met. Council discussed removing the word "special" for the new member orientation and that it should take place at the March regular meeting. Manager Perkins noted that board by-laws should be consistent with handbook. Council discussed training needs for boards. Manager Perkins detailed that in the past, he experienced a Town made a training video for boards and committees which covered all requirements and was received through an orientation email. Mayor Pritchett noted that Director Krejci has already been working on obtaining a video for Town boards.

VI. RUMBLING BALD CONCESSION AGREEMENT

Director Givens explained that five years ago, the Town entered a concession agreement with Rumbling Bald regarding tour boats. Director Givens explained that the concession agreement is expiring and this year Rumbling Bald has become a concessionaire to the Town for selling boat permits, so that should be added to a new concession agreement. Director Givens

explained that Lake Lure Tours currently receives 5% of boat permit sales and the Town receives 95%, and recommended that it be the same proportion for Rumbling Bald. Director Givens explained that he had met with representatives of Rumbling Bald and had worked through minor changes such as the renaming of Rumbling Bald Resort to Rumbling Bald, but noted that the main change in the new agreement is the addition of boat permit sells. Council expressed support for the proposed concession agreement and it was noted that it will be approved at the next Council meeting.

VII. FACILITY LEASES

Manager Perkins noted that the Rutherford County Tourism Development Authority (TDA) lease terms had changed along with an increased notice requirement of 180 days for termination of the agreement. There was consensus from Council to not exceed a 10 year agreement. Commissioner Doster expressed concern regarding the \$1.00 rent amount. Manager Perkins noted the TDA's cost of operations, and payment of utilities and maintenance. Commissioner Bryant expressed that if the TDA Visitor Center were to depart, it would create an increased abundance of responsibilities for the Marina. Manager Perkins recommended a 1 year agreement with the TDA including the 180 day notice clause. Commissioner Proctor expressed that he would like for the TDA Visitor Center to remain in Lake Lure for the time being. Council members discussed the possibilities regarding the Chamber of Hickory Nut Gorge and the TDA sharing the location. It was noted that there had been some resistance regarding any increase in rent pay. There was Council consensus of support to enter the proposed agreement.

Manager Perkins noted that there are still plans to seek a local bill from the General Assembly regarding the Lake Lure Flowering Bridge lease agreement for the purpose of exceeding a 10 year term without including sale of real property requirements. Mayor Pritchett asked about insurance and Finance Director Stephen Ford estimated that the Flowering Bridge will have about \$1,000,000 in liability insurance. Manager Perkins explained that the liability insurance policy is for the protection of the Flowering Bridge and Town. Council members reviewed and discussed details regarding the proposed grounds lease agreement. Manager Perkins expressed that an agreement will be beneficial for each parties. Commissioner DiOrio expressed that he feels hesitant to use tax payer money to support any investments for the flowering bridge operations, but is in support of using funds for the infrastructure of the bridge. Council discussed the possibility of needing a concession agreement when the education center is completed and detailed the differences between profit and non-profit based agreements.

VIII. DISCUSSION REGARDING PERMITTING ISSUES WITH RUMBLING BALD FACILITIES FOR COLLEGIATE ROWING COMPETITION

Community Development Director Michael Williams noted that Community Development had discovered work being done in the lake including the construction of an unpermitted bridge that posed an issue and needed permitting from the Town, North Carolina Department of Environmental Quality (DEQ), and the Army Corp of Engineers. Director Williams noted that he met with Rumbling Bald as the work was on their property, and learned that this has been allowed in the past despite regulations. Director Williams reported meeting with Lee Pace with Rutherford

County Building Department who noted that the bridge did not meet codes. Director Williams explained that the bridge was for rowing sculls used by collegiate rowing organizations.

Director Williams explained that he and Project Manager Michael Dydula, Rumbling Bald, and Rutherford County came up with a solution to remove the bridge and install a temporary culvert for the sculls which does not require a permit. It was noted that DEQ and the Army Corp were informed and did not expressed any concerns.

Director Williams expanded that piers for launching the sculls will be moved as well, but others might be built in the future. Director Williams expressed that he is fine with re-locating this year, but next year Rumbling Bald will need to complete the permitting process.

Commissioner Bryant cautioned that as the sewer project continues, the Town might need to designate no row zones, but expressed overall support for rowers on the lake.

Director Williams concluded that the issue has been addressed and asked if Council is in support of the solution proposed for this year. There was Council consensus of support.

IX. CONTRACT FOR ABC LAW ENFORCEMENT

Clerk Stewman explained that the ABC Board had a performance audit completed by the North Carolina ABC Commission and one recommendation in the audit was to enter a more up-to-date contract for ABC Law Enforcement between the ABC Board and the Town of Lake Lure Police Department. Commissioner DiOrio asked the Town receives the 5% detailed in the contract and Director Ford will follow up but noted that the Town's profit share had not been received the past few years. Commissioner Doster mentioned funding for ABC education and Director Ford noted that he would holistically review funds to and from the ABC Board and whether or not the Town set aside funds for ABC law enforcement education. There was Council consensus of support.

X. INFRASTRUCTURE UPDATES

Project Manager Michael Dydula provided Council with a Project Manager Progress Report (Attachment A) and reviewed the Report.

Noted that need to do work with getting Schnabel the 30% design done.

In regard to Sunset Cove, Commissioner DiOrio recommended determining if Public Works is structured adequately to move forward and asked if Project Manager Dydula had any ideas regarding Public Works moving into the new budget. Project Manager Dydula indicated that it might be beneficial to have an additional person on staff for daily site inspections.

Manager Perkins noted that Attorney Morgan had prepared the easements for the HDD project and that the Town would begin visiting property owners to discuss and complete easements.

Manager Perkins expressed that he would like for dredging become less intrusive to lake operations and for maintenance to be done on a sediment base. Manager Perkins expanded that the Town should research who to maintain dredging operations differently while maintaining the current

finances. Commissioner Proctor recalled the “big dig” and noted that it was done without a 12 ft. drawdown. Project Manager Dydula recommended another big dig.

Commissioner DiOrio asked about the status of the Tryon Bay house demolition and Project Manager Dydula answered that he held a meeting to a review and it was determined that there should be a written letter of opinion, that the structure should be removed, and that the property should be re-evaluated after removal. It was noted that Development and Environmental Review Specialist Richard Carpenter is reviewing specifications of what work needs to be done and that this will be included in an advertised bid to remove the structure. Commissioner Doster asked for a removal timeline and it was estimated that removal would take place in about 30 days.

Project Manager Dydula concluded his review of the Report and asked if there were any questions.

Commissioner DiOrio explained that it is important to settle the Fire Fly Cove (FFC) initiative quickly because it is linked to updating the Chimney Rock Village water agreement. Commissioner DiOrio expressed that the Town is aware that it can operate as a stand-alone, so the FFC redundancy is important.

Commissioner DiOrio also explained that now that the Town knows that the sewer project is progressing slowly, the Town needs to establish a drawdown schedule policy and inform the public. Commissioner DiOrio expanded that in order to support the existing sewer while the new system is being build, the Town needs to ensure that the Wastewater Treatment Plant (WWTP) is supported in the meantime. It was noted that the Town must keep WWTP numbers level and refurbish the existing WWTP including cleaning out basin and obtaining a centrifuge or belt press. Manager Perkins noted that since the American Rescue Plan Act (ARPA) funding determination had been made and the Town did not receive additional funding, it may be beneficial to operate manual removal with a belt press because a centrifuge costs millions of dollars. Manager Perkins also noted that the Town must be aware in regard to spending the ARPA funds before the 2026 deadline. Commissioner DiOrio noted that the Town was reimbursed for past engineering which has been refunding to the Water/Sewer fund and that it needs to be reviewed in the upcoming budget cycle to possibly go towards funding the maintenance of the WWTP. Manager Perkins explained that he had spoken with the Policy Group and they are working towards merit to get the Town a funding/finance bill from the state. Commissioner DiOrio expressed that the big picture is that the Town has \$16 million for drain valve and design and sufficient dam funding for the next 3-5 years, but the sewer replacement funds will deplete quickly. Project Manager Dydula noted that WWTP is a little more lenient, and that he is prioritizing sewer replacement with LaBella. Council discussed relations and operations with Ruby-Collins. Concerns were expressed regarding Ruby-Collins progress with the Sunset Cove project and it was suggested that relations be re-evaluated after the current drawdown. Council members discussed project complexities.

Mayor Pritchett asked for an update on the cell tower. Director Williams explained that the project is progressing. Director Williams expanded that the consulting firm for AT&T’s contractor is working on the State Historic Preservation requirements, which is the final requirements before issuing permits. Director Williams expressed that he will continue to follow up.

Council and staff discussed the future development in Chimney Rock Village and it was discussed that Chimney Rock and the developer must be aware of the approval requirements for sewer by DEQ and the Town. Commissioner Proctor expressed that there could be a point where the Town must decide what developments can be approved.

XI. FINANCIAL, BUDGET, AND AUDIT UPDATES

Director Ford reviewed his financial, budget, and audit update presentation (Attachment B). Director Ford explained that County re-appraisals took place this year and that the re-appraisal notices will be sent out Friday, followed by an appeal period. Director Ford reviewed re-appraisal estimates. Commissioner DiOrio asked where the County is targeting the mill rate and it was noted that it will be known later, but Director Ford is hoping to have an estimate soon. Commissioner DiOrio advised that if a property owner appeals, their property value could actually increase or decrease. It was noted that the Town will cannot determine tax rates until the County mill rate is determined and Director Ford estimated that the Town should have an estimate by March.

Director Ford reported healthy funds and good financial operations, especially since the Town is receiving reimbursements from the state. Director Ford reviewed reimbursements and Commissioner DiOrio asked for details regarding upcoming reimbursement requests and Director Ford answered that the Town is asking for reimbursement for barge, pusher boat, LaBella bills, Ruby-Collins bills, and possibly more. Commissioner DiOrio asked how Director Ford is determining which bills are being paid by ARPA funds and it noted that any bills that are eligible for ARPA reimbursements are being paid through the ARPA funds. Commissioner DiOrio asked if the Town is paying any principal on the State Revolving Fund (SRF) and it was answered that the Town is not required to make payments until the project is completed. Commissioner DiOrio noted that there are different rules for each fund, and that the Town needs to keep good records to send to the legislature.

Director Ford reviewed overall financials.

Manager Perkins noted that the end of March is the deadline to finish the audit. Director Ford reported that there should be no concerns, and that the auditors should be meet the March deadline.

Commissioner DiOrio expressed concern regarding huge dynamic with appraisals and noted that if the Town does not have timely information it will be hard to plan for the future.

Director Ford reviewed operational information and processes.

Director Ford recalled that the Town had not received money from the ABC Board for a couple of years and agreed that he will follow up.

Mayor Pritchett asked how the accounting clerk position search is going and Director Ford estimated a hire by the end of March.

XII. ADJOURNMENT

Commissioner Proctor made a motion to adjourn. Commissioner Bryant seconded and all voted in favor. The meeting was adjourned at 11:07 a.m.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

Project Manager Progress Report 02-22-23:

1) Dam: Need to work on getting Schnabel started on 30% design drawings. Don't foresee a shovel in the ground for another 1.5 to 2 years. Most important project.

2) Sunset Cove Sanitary Sewer: 5th boring completing this week. Reviewing @\$300k T&M pay app currently (134 pages of back up) with Ruby Collins. Progress is slow due to nature of work and manpower. Asked RC and Labella how they can expedite and maybe change methodology for next drawdown season 2023/2024. Still have some boat house modifications/planning/permitting documentation in progress. Looking at demolishing smaller/older structures and rebuilding to save time/cost moving forward.

3) Deep Water Access: Created a new contract for Stott Construction Inc. since Tim Edwards is not a licensed GC. Getting Kim Warner (engineer of record) an updated agreement to make site visits and certify final construction. Contractor has tried to make a change on site and has been put on hold. *****Currently working on process for vetting/prequalifying Contractors and working on a new Standard Form or Contract to include general conditions, supplementary general conditions, COI, financials, lien releases, affidavits, closeout docs, etc. Need to follow informal and formal NC bidding requirements. Must include HUB/MBE participation requirements*****

4) Reservoir Drain (Dam Valves): Prebid was last week. Had 10 companies attend and am currently scheduling additional site visits. Addendum #1 was issued 2-21-23. Need to get Schnabel on board for CA services for the project ASAP. Estimate is @ \$500k. Crucial they be heavily involved all during construction.

5) HDD Subaqueous Sewer: Bid was advertised last Friday. Still in process of reviewing bid documents. I have questions about some of the methodology including redundant design features, i.e. second/backup sewer lines for future maintenance/failure.

6) Dredging: Received approved grant from the State recently. I have talked with several homeowners and am looking at a new approach. Need to get an Engineering firm on board to study/map/survey before water level comes back up. I feel this needs to be treated as a major "big dig" project allowing us to only need to perform yearly smaller scope maintenance in the near future. Will be contacting Landscape Architect firm who originally did site layout as well. In progress of auditing financials/permits/contracts, etc. *****Currently working on process for Standard Form of Contract for Designers. We will need to submit some RFP's for interviews moving forward. Mini-Brooks Act requires cost over \$50k follow QBS process*****

7) WWTP: Working with Labella on site locations. They are currently working on some preliminary site layouts. Working on meeting with a commercial broker to help with real estate transactions. I have some concerns with site access during construction and after when WWTP is completed. Will need lots of room and large turning radius for trucks and equipment and room to expand.

8) New Public Works Relocation/Site: Need to get a formal design contract started ASAP. Project needs to be treated as a formal project. Currently Public Works has a metal building manufacture already starting on procurement. I have concerns about this since it was not bid and may not need to stop their progress until we get a formal set of plans engineered for the whole site. **Timing is critical on this since we will be using this for construction staging on the Reservoir Drain project.**

- 9) AIA Grant – Sewer: Received and will be working with Public Works on progress.
- 10) AIA Grant – Water: Labella working on this.
- 11) AIA Grants– Storm: I will be trying to work with Labella on this in the near future.
- 12) Underground Storage Tanks: Recently been included and asked to look at progress and help manage.
- 13) Firefly Cove Water Wells: Labella is working with Public Works currently. I will be getting involved soon.
- 14) Chimney Rock Water/Sewer Agreement: Working with Town Manager on this. Have several meetings upcoming to discuss and coordinate.
- 15) Chimney Rock/Lake Lure River Walk/ Streetscape: Had initial meeting with key stakeholders recently and will be getting more involved soon.
- 16) RAISE Grant – NCDOT: Will be working with Town Manager on this. Have upcoming meetings planned with Design firm.

Others:

- 1) 177 Tryon Bay House Demo: Have answered a few questions for PZO department and am on call to help with any technical and/or state permitting questions.
- 2) Rumbling Bald Collegiate Rowing Access: Met all stake holders last week and have a plan in place to allow Rumbling Bald to hold event. County Bldg. inspections will not need to be involved. PZO department is coordinating with DEQ and USACE and any requirements to help facilitate.

Financials:

- 1) Reviewing Labella's invoices and scope of services. Would like to get more involved with engineering/planning/funding/permitting process. Town needs more representation in these areas.
- 2) Working with Finance Director with project financial audits/book keeping
- 3) Working on auditing and working on all rules/T&C's for state and federal funding and are being followed on all projects.

Licensure:

- 1) In process of transferring PE licensure (comity) with National Board of Engineers and Land Surveys. Anticipate having NC license in 2 months.
- 2) Will be working on 16 PDH's (Professional Development Hours) for June 30th deadline for current licensure. May require minor travel/conference/online classes.

Taxes and Reappraisal

UPDATE

REAPPRAISAL

- Reminder that 2023 is reappraisal year for Rutherford County.
- Notice of appraisals will be sent out this Friday (hopefully) and an appeal period begins along with a final review
- Revenues will begin to be recognized in August 2023 with collections
- Projections should be determined in late April and early May (but that could change with the number of appeals)

Tax Values for
the Town of
Lake Lure-
2022/2023
Assessment
Years

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

\$864,270,967 (2022)

(ESTIMATED)

1,430,648,584 (2023)

50% INCREASE

**Could decrease with appeals and
applications**

**(Some of Lake Lure property owners' values could
double)**

Overall Financial

Available Funds	Healthy (Bank Balance = \$ 12 million)
Spending	Department Heads Responsible Town Manager's Oversight Mid Year adjustments
Revenues	As Projected
Reimbursements	Reliable \$2.3 million already received \$1.5 million will soon be requested
Unexpected Expenditures (Capital)	Negligible

Audit Update/Factors

Overall	85-90% complete
Outstanding	Final Review of Leases (GASB) Capital Invoices Debt Review
Factors	<ul style="list-style-type: none">• New Audit Manager (Audit Firm)• New Audit Staff (Audit Firm)• Director Changeover (Town)• Flow and exchange of information• Remote Review Approach (Firm)• Other clients –related issues (Firm)• Large Variances in Accounts (Town)• General Ledger Carryovers/Reconciliations per reports (Example: Sales Tax)• Single Audit-Dredging• Intro to future audit approach

Audit Review example

- Sales Tax Report vs General Ledger Detail
- This years reimbursement amount per the E 585 report : \$43,000

ACCOUNT	DESCRIPTION	6/30/2019	6/30/2020	6/30/2021	6/30/2022	Change from PY
123201	State Sales Tax	39,733.56	52,344.88	68,795.26	97,857.53	29,062.27
123201	County Sales Tax	17,112.82	22,421.89	29,332.15	41,562.19	12,230.04

Audit Review example

- Variances

53.714000.190	Engineering Services	161,693.00	435,156.00	273,463.00	169.12%
53.714000.350	Repairs and Maint-Buildings	950.00	35,808.00	34,858.00	3669.26%
53.714000.691	Contractual Services	28,628.00	78,113.00	49,485.00	172.86%
56.720000.691	Contractual Services	16,987.00	43,321.00	26,334.00	155.02%

Operational
(to be
reviewed and
approved by
Town
Manager)

Area	Change overview
Payment terms	Enforcing 30 days
Review Process	Implement purchase requisition/approval, formalize purchase order and implement invoice transmittal request
Town Manager and Project Management	Incorporate their review in purchasing and invoice payment processing
Vendors	Agree to contract terms Provide required documents Provide department heads checklist items
Payment method	Electronic payments

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

Meeting Date: March 14, 2023

SUBJECT: Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Advisory and Statutory Board Handbook was adopted in February of 2022. There has since been recommended amendments to the Handbook. Amendments include the addition of an attendance policy, an application deadline, an application expiration, and various updates to the general schedule. Resolution No. 23-03-14 authorizes the approval of the recommended amendments to the Handbook.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook.

ATTACHMENTS:

Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-03-14 Amending the Advisory and Statutory Board Handbook.



RESOLUTION NO. 23-03-14

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE AMENDING THE ADVISORY AND STATUTORY BOARD HANDBOOK

WHEREAS, The Town of Lake Lure Town Council adopted the Advisory and Statutory Board Handbook on February 8, 2022; and

WHEREAS, The Advisory and Statutory Board Handbook acts as a guide for Town of Lake Lure volunteer board members and provides them with details regarding rules and regulations; and

WHEREAS, The Town Council has determined that the Handbook requires various updates.

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

(ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~)

SECTION ONE. The Advisory and Statutory Board Handbook is hereby amended as follows:

Lake Lure Advisory and Statutory Board Handbook

Thank you for your interest in public service and your dedication to your community. This handbook may assist you in understanding the purpose of statutory and advisory boards and provide you guidance to take full advantage of the opportunity that your service offers. The Town leadership appreciates your contributions of experience and judgment and is ready to help you advise the decision-making process. You represent the citizens of Lake Lure and it is important to be the voice of the community in your deliberations. Your experience is essential and your personal views are important, but researching and presenting general consensus is a vital part of helping Town Council formulate policy for the greater good of all residents.

The Lake Lure Town Council has chartered several statutory and advisory boards in accordance with North Carolina General Statutes G.S. 160A-146. North Carolina law stipulates that “The council may create, change, abolish, and consolidate offices, positions, departments, boards, commissions, and agencies of the city government and generally organize and reorganize the city government in order to promote orderly and efficient administration of city affairs . . . and may not abolish any board required by law.” Statutory

Boards required by law include the ABC Board, Zoning and Planning Board, and Board of Appeals/Lake Structure Appeals Boards. All other boards are considered “Advisory Boards” chartered by the Town Council to address Lake Lure specific issues and serve at the discretion of Town Council.

Applying to Serve on a Volunteer Board:

- Applications may be submitted to the attention of the Town Clerk via email at ostewman@townoflake lure.com or delivered to the Lake Lure Municipal Center. The Lake Lure Municipal Center is located at 2948 Memorial Highway, Lake Lure, NC 28746 and the mailing address is P.O. Box 255, Lake Lure, NC 28746.
- The application deadline for March appointments is January 1st.
- Applications will be considered active for two years. Following two years, applications will become inactive and an updated application submittal will be required for past applicants who are still interested in serving on a board.

Roles and Responsibilities:

Town Council or Marine Commission:

- Charter and Appoint Members to Statutory and Advisory Boards. Town Council has the broad authority to determine how vacancies are filled (with some exceptions set by law). Appointment and removal decisions of board members must occur during open meetings.
- Adopt Rules of Procedure as stipulated in your specific board charter. However, the default position is that boards exercise procedural rules consistent with state law and general parliamentary principles such as Robert’s Rules of Order. Boards are “public bodies” and must conform to laws on public notice, public access and minutes under the state open meetings law.
- Delegate Authorities as Appropriate. The most prominent *delegated authorities* for Lake Lure Statutory Boards include:
 1. The authority for the ABC Board to buy, sell, and transport, possess, and administer alcoholic beverages.
 2. The authority for the Board of Adjustment to conduct quasi-judicial proceedings to enforce zoning regulations and decide appeals to zoning and regulation determinations made by Town staff, and issue Special Use Permits.
 3. The authority of the Zoning and Planning Board to conduct public hearings on proposed changes to the Lake Lure Zoning Ordinances.
- **Note:** Advisory Boards are strictly advisory and do not normally exercise decision-making or possess approval authority unless specifically directed by Town Council or the Marine Commission.
- Task and Direct Boards to make recommendations on issues of concern.
- Review and Approve/Deny Board recommendations for changes or additions to Town ordinances, regulations, appropriations, policy and plans.
- Conduct Periodic Reviews of Board Charters and By-Laws to ensure compliance with

- State Statutes and maintain relevance to current Lake Lure issues.
- Designate a Town Council liaison to each board.

Town Council Liaison:

- Appointed by Town Council to serve as the primary communication conduit between the board and Town leadership.
- Provides the Chairman of the board the tasks directed by the Town Council or Marine Commission and works with the Chairman to develop annual goals and objectives.
- Briefs Town Council on board deliberations and solicits Town Council approval to explore additional issues or tasks not included in the annual goals and objectives statement.
- Forwards Board recommendations to Town Council via the Mayor for review and possible inclusion in the Town Council monthly agenda.
- Collaborates with the Board Chairman on suggested approaches or courses of action to resolve issues of concern.
- Monitors Board Meetings and may participate to clarify Town Council guidance or provide information as requested by Board members.

Board Chairman or Vice Chairman in their absence:

- Nominated and Elected by the Board Members.
- Determines Board Agenda and Presides at meetings and decides all points of order consistent with North Carolina Statutes, the Board charter, and Robert's Rules of Order.
- Serves as the Board Team Leader for deliberations and formulation of recommendations.
- Collaborate with Town Council Liaison to provide strategic focus and develop goals and objectives relative to the interests of the Town of Lake Lure.
- Advocates for the interests of the Board with Town Staff and Town Council.
- Presents the Board Annual Report that includes specific goals and objectives for the upcoming year to the Town Council or Marine Commission.

Board Member:

- Appointed by the Town Council normally for a three-year term.
- Actively participates in monthly Board deliberations. Members may be subject to dismissal if attendance requirements as stipulated in By-Laws are not met if they are absent from three consecutive regularly scheduled meetings in a calendar year, and/or a total of four meetings in a calendar year. Board chairs have the discretion to recommend board member dismissals to Council if attendance issues arise.
- Understands the purpose of their board and their role in providing community expertise or viewpoints.
- Presents research, community viewpoints, or other relevant data for Board consideration.

- Votes for recommendations. Majority consensus recommendations will be forwarded to the Town Council or Marine Commission.

Notes:

1. Boards are encouraged to rotate members and positions to build a depth of experience and promote new ideas in keeping with the evolving concerns of the community.
2. Members are not employees, and thus do not have protection under personnel privacy exemptions from public records laws, however, a range of information collected about members (e.g., Social Security numbers, driver's license numbers) may not be released (G.S. 132-1.10(b)(5) & 14-113.20(b)). The following may be made public: Name, Address, Telephone/Cellphone number, E-mail address, Internet ID names.

Town Staff:

- Applicable Town Department Head will be assigned to each Board by the Town Manager.
- Town Staff member will present Town issues for consideration or general information as stipulated in the Board Charters/By-Laws or as directed by the Town Manager.
- Boards do not have directive authority over Town Staff but may request specific Staff assistance from the Town Manager.
- Support each Board with a recording secretary to develop and maintain Board minutes for public record.

General Schedule:

<u>January 1st</u>	<u>Volunteer Board Applications Due</u>
January Board Meeting	<u>Selection of Chairman/Vice Chairman-Review Board Applications and Make Recommendation(s) to Council</u>
January Town Council Meeting necessary	Appointment of Town Council Liaisons as necessary
February Town Council Meeting	Recognition of departing Board members and Appointment of New/Renewed Members
March Special Board Meeting	<u>New Member Orientation and Selection of Chairman/Vice Chairman</u>
December Town Council Meeting	Chairman (Advisory Boards) Presentation of Annual Report and Proposed Goals and Objectives

Reports:

- Annual Report from the Board to Town Council. Report should include:
 - a. Short list of the most important topics addressed or decisions made

- b. Ongoing topics for formulating advice (goals and objectives for the upcoming year).
- c. Membership status and connection to the community (including diversity of members/representativeness to the overall community).

SECTION TWO. This Resolution shall become effective upon adoption.

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

ATTEST:

Olivia Stewman, Town Clerk

Carol Pritchett, Mayor

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

Meeting Date: March 14, 2023

SUBJECT: Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number: C

Department: Parks, Recreation, and Lake

Contact: Hank Perkins, Town Manager

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

BRIEF SUMMARY:

The existing Rumbling Bald Resort Concession Agreement for the operation of tour boats and non-motorized boats is set to expire in March 2023. Town staff and representatives from Rumbling Bald have been coordinating to draft a new five year agreement between the two entities. One major change between the original agreement and proposed agreement is that Rumbling Bald has become an agent for the Town because boat permits are now being sold through their organization. The proposed agreement identifies that the Town shall receive 95% of all non-commercial boat permits sold by Rumbling Bald. Resolution No. 23-03-14A approves the proposed Rumbling Bald Concession Agreement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement.

ATTACHMENTS:

Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement;
Proposed Rumbling Bald Concession Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-03-14A Approving Rumbling Bald Concession Agreement.



RESOLUTION NO. 23-03-14A

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

WHEREAS, The Town of Lake Lure and Rumbling Bald entered into a Concession Agreement on April 10, 2018; and

WHEREAS, the existing Concession Agreement is set to expire in April of 2023; and

WHEREAS, the original Concession Agreement is for the management, maintenance, and operation of tour and non-motorized boat operations; and

WHEREAS, Rumbling Bald is now an agenda for the Town for the purpose of selling boat permits; and

WHEREAS, each party has expressed desire to enter into a new Concession Agreement for the purpose of the management, maintenance, and operation of tour and non-motorized boat operations, and for the sale of boat permits.

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

Section 1. The Town of Lake Lure and Rumbling shall enter into a Concession Agreement on March 28, 2023 and it shall expire on March 27, 2028.

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

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

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

**CONCESSION AGREEMENT FOR
RUMBLING BALD on LAKE LURE
TOUR BOAT OPERATIONS**

THIS CONCESSION AGREEMENT, made this the 29th day of March, 2023 by and between: THE TOWN OF LAKE LURE, Lake Lure, North Carolina, a Municipal Corporation, hereinafter called "Town"; and Rumbling Bald, a North Carolina Corporation, 112 Mountains Boulevard, Lake Lure, NC, hereinafter called "RB;"

WITNESSETH:

WHEREAS, all land covered by the waters of Lake Lure at full pond 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; and,

WHEREAS, 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; and

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

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

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

WHEREAS, RB has the right to use the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service; and

WHEREAS, RB has become a boat permit agent for the Town, allowing RB to sell boat permits to their residents and visitors.

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

1. Use

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

RB agrees to manage the operation of the Tour Boat during both seasonal and non-seasonal periods so as to make it available for recreational opportunities for all age groups and abilities in such a manner so as to optimize the facilities economic performance.

2. Facilities

RB shall operate the tour and non-motorized boat operations from the Marina and Beach area located at 112 Mountains Boulevard, Lake Lure, NC.

3. Hours of Operation

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

4. Personnel

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

5. Qualifications

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

6. Maintenance and Repair

RB agrees to keep all tour boats in good and safe working order and stocked with all necessary safety equipment for staff and passengers. All such Boat operations and equipment shall be operated and maintained in strict accordance with all applicable federal, North Carolina, and Town codes, regulations and requirements. The Town shall have the right to enter upon and inspect the Boats at any time during the term of this Agreement. If, as a result of such inspection, the Town determines that any deficiencies exist, the Town shall provide notice to RB in writing. RB shall commence appropriate corrective work within five (5) business days of the date of such notice. If RB fails to complete the appropriate corrective work within a reasonable time of such notice, as determined by the Town, the Town shall have the right to terminate this agreement and revoke operating permits with no compensation due.

7. Licenses and Permits

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

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

8. Assumption of Risk

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

9. Equipment

All boats must be in safe working condition, and provide all necessary safety equipment for vessel and occupants as described in the NC Wildlife Resources Commission Vessel Operators Guide.

10. Supplies

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

11. Tour Boat Operations

RB has the right to use the waters of Lake Lure for the purpose of operating a scenic passenger boat ride service. Fees for this right is outlined in Section 24 of this Agreement. The monthly payment shall include an activity report and a copy of the daily trip log.

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

RB may operate up to two (2) tour boats and forty (40) non-motorized boats.

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

Regular tours shall operate during daylight hours up to seven days a week. Dinner cruises shall operate from approximately 45 minutes before dusk, until after dinner. Twilight cruises will operate from approximately 45 minutes before dusk until approximately 30 minutes after sundown. RB shall follow the allowances and prohibitions regarding safe operation and wake detailed in the "Lake Lure Tours Operation" document. Areas of no-wake operation are identified in this document and on a map, which may be amended from time to time. At no time will the maximum capacity permitted by law be exceeded in any boat.

12. Supervision

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

13. Safety

The health and safety of residents, visitors and employees is of the upmost importance to the Town and RB. RB shall provide the Town with a copy of their Safety Operations Policy that outlines a comprehensive approach to safety including awareness and training.

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

14. Records and Accounts

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

15. Insurance and Workers' Compensation

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

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

RB shall furnish the Town with certificates of insurance for each type of insurance described herein, with the Town listed as Certificate Holder and as an additional insured on RB's general liability policy and provide a waiver of subrogation on RB's general liability and workers' compensation policies. In the event of bodily injury or property damage loss caused by RB's acts or omissions in connection with RB's services performed under this Agreement, RB's Liability insurance shall be primary with respect to any other insurance which may be available

to the Town, regardless of how the “Other Insurance” provisions may read. In the event of cancellation, substantial changes or nonrenewal, RB and RB’s insurance carrier shall give the Town at least thirty (30) days prior written notice. No work shall be performed until RB has furnished to the Town the above reference certificates of insurance and associated endorsements, in a form suitable to the Town.

16. Termination of Agreement

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

Termination for Default

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

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

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

Any notice of default shall identify the applicable section of the Agreement, cite the section(s) RB is not in compliance with and state the Town's intent to terminate the Agreement if the default is not cured within the specified period, if a cure period shall be
Termination of the Contract shall not relieve RB of the obligation to pay any fees, taxes or other charges then due to the Town; to file any daily, monthly, quarterly or annual reports; or relieve

RB from any claim for damages previously accrued or then accruing against RB.

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

17. Modification

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

18. Severability

Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining hereof shall remain in full force and effect.

19. Governing Law

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

20. Transfer or Assignment

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

21. Independent Contractor Status

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

22. Responsibilities of RB

RB shall be properly licensed in North Carolina and skilled in their respective trade. RB shall perform its services in accordance with generally accepted standards and practices of this type of service customarily utilized by competent Firms in the locale in which the Agreement is being

performed, in effect at the time RB's services are performed.

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

23. Term

The Term of this Agreement shall be for a five (5) year term beginning March 28, 2023 through March 27, 2028.

24. Concession Fees

RB shall pay the Town fifteen percent (15%) of monthly gross receipts of all Tour Boat and non-motorized ticket sales. Excepting, that the Town shall receive 95% of all non-commercial boat permits sold to third parties at RB.

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

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

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

25. Disputes

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

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

26. Indemnification

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

To the extent permitted by applicable law, the Town shall indemnify, defend, and hold harmless RB and its subsidiaries, divisions, and employees from all liability, loss, cost, claims, damages, expenses, attorney fees, judgements and awards arising or claimed to have arisen, form any jury caused by, or allegedly caused by, either in whole or part, any act or omission of the Town or any employee, agent, subcontractor or assign of the Town. This provision is not applicable to any claim arising out of related to any active or primary negligence of or by RB, its officers or employees.

27. Waiver of Claims

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

28. Americans with Disability Act

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

29. Notices

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

For RB: General Manager
Fairfield Mountains POA, LLC,
d/b/a/ Rumbling Bald on Lake Lure
112 Mountains Boulevard
Lake Lure, NC 28746

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

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

Any day-to-day service or operational matters, request, concerns or other communications shall be directed to the Parks, Rec and Lake Director.

30. Miscellaneous

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

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

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

31. Entire Agreement

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

The interpretation and validity of this Agreement shall be governed by the laws of the State of North Carolina.

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

**Town of Lake Lure
A Municipal Corporation**

(Town Seal)

By: Carol Pritchett, Mayor

ATTEST:

Olivia Stewman, Town Clerk

**Rumbling Bald
A North Carolina Corporation**

(Corporate Seal)

By: Jeff Geisler, General Manager

ATTEST:

Witness

IX

UNFINISHED

BUSINESS

- A. Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge**

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

Meeting Date: March 14, 2023

SUBJECT: Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town Council has had ongoing discussions regarding a proposed grounds lease between the Town and the Lake Lure Flowering Bridge. There was consensus to enter an agreement with a term of no more than 12 months agreement in order to enter into the agreement in a timely manner while avoiding legally required 30-day notice deadline for lease agreements over one year, which would not allow the agreement to be approved until the April regular meeting. The Town property detailed in the proposed lease agreement is Lake Lure Bridge No. 7 and a .36 acre lot (PIN #23163). The purpose of the proposed lease is to detail the responsibilities and liabilities of both the Town and the Flowering Bridge. Since the most recent conversation, the Town Attorney has added stipulations regarding the Town's responsibility to ensure inspections and the addition of sewer to the list of utilities paid by the Town. Resolution No. 23-03-14B authorizes the Town and the Flowering Bridge to enter into a short-term grounds lease agreement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge.

ATTACHMENTS:

Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge; Proposed Grounds Lease Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-03-14B Authorizing the Short Term Grounds Lease Agreement between the Town of Lake Lure and the Lake Lure Flowering Bridge.



RESOLUTION NO. 23-03-14B

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AUTHORIZING THE SHORT TERM GROUNDS LEASE AGREEMENT BETWEEN
THE TOWN OF LAKE LURE AND THE LAKE LURE FLOWERING BRIDGE**

WHEREAS, the Town Council of the Town of the Town of Lake Lure expressed its intent to consider at its regular meeting to be held on the 14th day of March, 2023, the lease or rental of certain real property of the Town; and

WHEREAS, the Town of Lake Lure abided by all General Statutes in regard to the lease of real property for a term of less than one year; and

WHEREAS, at its regular meeting on the 14th day of March, 2023, the Town Council considered the lease or rental of the property and desires to lease or rent the real property of the Town described below;

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

SECTION ONE. The following described property is hereby declared to be surplus to the needs of the Town:

Lake Lure Bridge No. 7 and a .36 acre lot (PIN #23163)

SECTION TWO. The Mayor and the Town Clerk are hereby authorized to execute a lease or rental agreement for the real property of the Town described above, said lease or rental agreement for a term of 12 months.

SECTION THREE. The annual rental or lease payment for the real property of the Town of Lake Lure described above will be \$1.00.

READ APPROVED AND ADOPTED this 14th day of March, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

NORTH CAROLINA

RUTHERFORD COUNTY

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

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

WITNESSETH:

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

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

WHEREAS, LLFB was created to:

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

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

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

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

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

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

Section 2: Term. The term of this Lease (the “Term”) shall be one year (1) year, commencing on the Effective Date and expiring on the one year anniversary of the Effective Date, unless otherwise terminated at an earlier date in accordance with the terms of this Lease, or extended by mutual agreement. It is the intent of the parties to amend this lease prior to the expiration date for a longer term.

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

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

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

Section 6: Responsibilities of LLFB and Town.

- (a) In addition to continuously maintaining the Bridge and the site's use as set forth in Section 5 above, it shall be the duty and responsibility of LLFB to fulfill all of the requirements placed on the Town by the State of North Carolina's Department of Transportation upon the conveyance of Bridge No. 7 including those outlined in the "Historic Lake Lure Bridge #7 Preservation and Enhancement Plan" dated December 5, 2011, attached hereto as Exhibit B and incorporated herein as if fully set forth herein. Notwithstanding the foregoing, the Town shall be responsible for arranging the required major inspection of the structure at least every two years and shall have the authority to temporarily close public access to the bridge as necessary to facilitate major inspections. If a major inspection or routine observations reveal a structural deficiency which makes the bridge unsafe for pedestrian use, the Town shall have the authority to temporarily close the bridge to the public while necessary repairs are made to the bridge.
- (b) The Town shall continue to provide water and electric service to the Lake Lure Flowering Bridge and will provide sewer for the educational center LLFB plans to construct on the property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 20: Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to the Town or LLFB at the then current address or to another address that either Party may designate upon reasonable notice to the other Party.

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

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

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

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

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

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

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

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

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

(SIGNATURES ON NEXT PAGE)

THE TOWN OF LAKE LURE

Carol Pritchett, Mayor

ATTEST:

Olivia Stewman, Clerk

NORTH CAROLINA
RUTHERFORD COUNTY

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

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

Notary Public (SEAL)

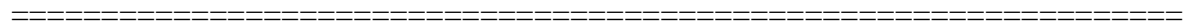
Print Name of Notary

My Commission Expires: _____

LAKE LURE FLOWERING BRIDGE, INC.

_____ (seal) Title: _____.

Attest: _____
Secretary



(NOTARY ON NEXT PAGE)

State of North Carolina
County of Rutherford

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

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

Notary Public

(Official Seal)

My commission expires: _____

=====

X

NEW BUSINESS

- A. Request for Town Council Approval to Re-Sand the Existing Private Beach Located at 259 North Shore Drive

- B. Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting and Décor

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

Meeting Date: March 14, 2023

SUBJECT: Request for Town Council Approval to Re-Sand the Existing Private Beach Located at 259 North Shore Drive

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: A

Department: Community Development

Contact: Michael Williams, Community Development Director

Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Section 6-61(1) of the Town of Lake Lure Code of Ordinances states that any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline is prohibited. Mike Keys, working for Dr. Hartman of 259 North Shore Drive (Feather Beach), has requested written approval from Town Council to re-sand the existing beach by pulling sand back up from the lakebed where it has washed out to at that 259 North Shore property.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve authorization of written approval from Town Council to allow re-sanding the existing beach, by dragging eroded sand back up to shoreline at 259 North Shore Drive, as described in applicant's written request.

ATTACHMENTS:

Section 6-61(1) of the Town of Lake Lure Code of Ordinance; Mike Keys Request Letter

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the authorization of approval from Town Council to allow this re-sanding of existing beach procedure at 259 North Shore Road.

Sec. 6-61. - Prohibited uses.

The following uses or activities shall be prohibited unless written approval is given by the town council:

- (1) Any activity such as dredging or filling at or below the shoreline without written permission from the town or any land disturbance which alters the shoreline other than as required by action of the town council.
- (2) The cutting of standing trees at or below the lake boundary.
- (3) Disposal of any trash, brush, leaves, or scrap building materials into the lake.
- (4) Allowing any livestock or commercially raised animals to have access to the lake or its shoreline.
- (5) Allowing a boat to remain on the lake bottom after sinking.
- (6) Using the waters of the lake for commercial irrigation purposes.
- (7) The permanent or temporary mooring of a boat or any other floating object in such a way that it extends beyond the boundaries established in section 6-51 and restrict the passage of boats.
- (8) The permanent mooring of more than three motorized boats at any one lake structure or combination of lake structures, other than a marina or cluster mooring facility, adjacent to an upland lot with a measurable shoreline length of 100 feet or more.
- (9) The permanent mooring of more than two motorized boats at any one lake structure or combination of lake structures, other than a marina or cluster mooring facility, adjacent to an upland lot of record with a measurable shoreline length of 35 to 100 feet.
- (10) The permanent mooring of more than one motorized boat at any one lake structure, other than a marina or cluster mooring facility, adjacent to an upland lot of record with a measurable shoreline length of less than 35 feet.
- (11) The permanent mooring at a cluster mooring facility of more than three motorized boats per 100 front feet at shoreline of upland lot adjacent to a cluster mooring facility.
- (12) The permanent mooring at a marina of more than five motorized boats per 100 front feet at shoreline of upland lot adjacent to a marina.
- (13) The permanent mooring of any boats licensed for commercial use at a lake structure with an upland lot that is not zoned in accordance with or having a special use permit to comply with section 1.59 of the lake use regulations requirements for lake commercial licensing and supporting criteria.
- (14) The use of any lake structure as temporary or full-time living quarters.
- (15)

The rental of a mooring at a dock, boathouse or any other lake structures in the manner of a marina when the adjacent upland lot is zoned R-1.

- (16) The commercial or multi-dwelling use of a lake structure adjacent to an upland lot that is zoned R-1 with the exception of lake structure approved by town council for commercial or multi dwelling use or those lake structure that are approved as the permanent mooring address on an annual lake commercial license during the applicable calendar year.
- (17) Any temporarily moored inflatable water recreation device larger than 80 square feet in area or ten feet in diameter, and any such device in the lake from December 1 through March 31.
- (18) Sale of fuel, lubricants, boats, marine accessories, bait and fishing supplies and repair of boats shall be prohibited at restricted marinas.

(Code 1989, § 94.15; Ord. of 10-20-1998; Ord. of 4-12-2005; Ord. of 8-14-2007; Ord. of 4-12-2011; Ord. of 4-12-2016)

Michael Williams

From: Mike <poppamike@live.com>
Sent: Wednesday, March 8, 2023 8:55 AM
To: Michael Williams
Subject: Fw: sand/sediment proposal
Attachments: Dr. Hartmann sediment re-distribution drawing_Feb 19, 2023_0001.pdf; DSC08003.JPG; DSC08008.JPG; DSC08005.JPG; DSC08009.JPG

From: Mike
Sent: Sunday, February 19, 2023 4:46 PM
To: rcarpenter@townoflakelure.com <rcarpenter@townoflakelure.com>
Cc: Tom Hartmann <hanseatic@aol.com>
Subject: sand/sediment proposal

Rick,

This email with attachments are meant to reiterate our conversation of last week.

My name is Mike Keys and I am a retired NC licensed building contractor and have been in the building trades since 1969. I live in Chimney Rock with my wife Penny and have for 41 years. We own property in Chimney Rock as well as in Lake Lure. I have known and worked for Dr. Hartmann for around 30 years and he has asked me to look into the following project.

With the lake at the present levels much of the lake bed is exposed. At Dr. Hartmann's place, at 259 North Shore Drive in Lake Lure NC, a very good deal of the sand/sediment which has eroded from the shoreline over the years lies exposed and well drained. I am requesting permission to push the sand/sediment back up in its original place to protect the shoreline and seawall from erosion. The erosion, as I understand it, is a natural process caused by wind and rain and by wave action.

This project would serve two purposes, both very important in my estimation. One would be to protect the footings of the seawall and sewer supports and two to keep sand/sediment from continuing further down into the lake where it can become a real problem.

I propose to use a small track machine and have access with no disturbance to the shore line. The closest point of the machine while working to the current lake level is 30' (+- 1'). There is to be no disturbance of the clay lake bed only to the sand/sediment deposited in the area shown on the drawing. I have included photos of the sand/sediment deposit and of the erosion to the seawall and sewer support and shore line. If you look closely you can see the wooden markers which represent the lower edge of the sand/sediment deposit.

You mentioned a workshop this coming Wednesday and if this project is to be discussed and you would like to have me present to answer any concerns not outlined above I would be happy to oblige. You may either email me at the above address or call or text me at 828-625-4191.

Michael Williams

From: Mike <poppamike@live.com>
Sent: Wednesday, March 8, 2023 9:24 AM
To: Michael Williams
Cc: Tom Hartmann
Subject: sand/sediment proposal

Mike,

This email is added information to the previously forwarded info concerning the project. The area of access that we propose to use crosses the 25' trout barrier on the existing beach and will be less than 150 sq. ft. which is less than 10% of the area of the trout barrier. We plan to use a small rubber track type machine (approximately 6' wide) to travel across the barrier to gain entrance to the exposed lake bed. One time across for entry and one time back across to exit, both on the same path (approximately 6'wide).

I am copying this email to Dr. Hartmann and requesting him to email you and inform you that he has authorized me to oversee this project for him.

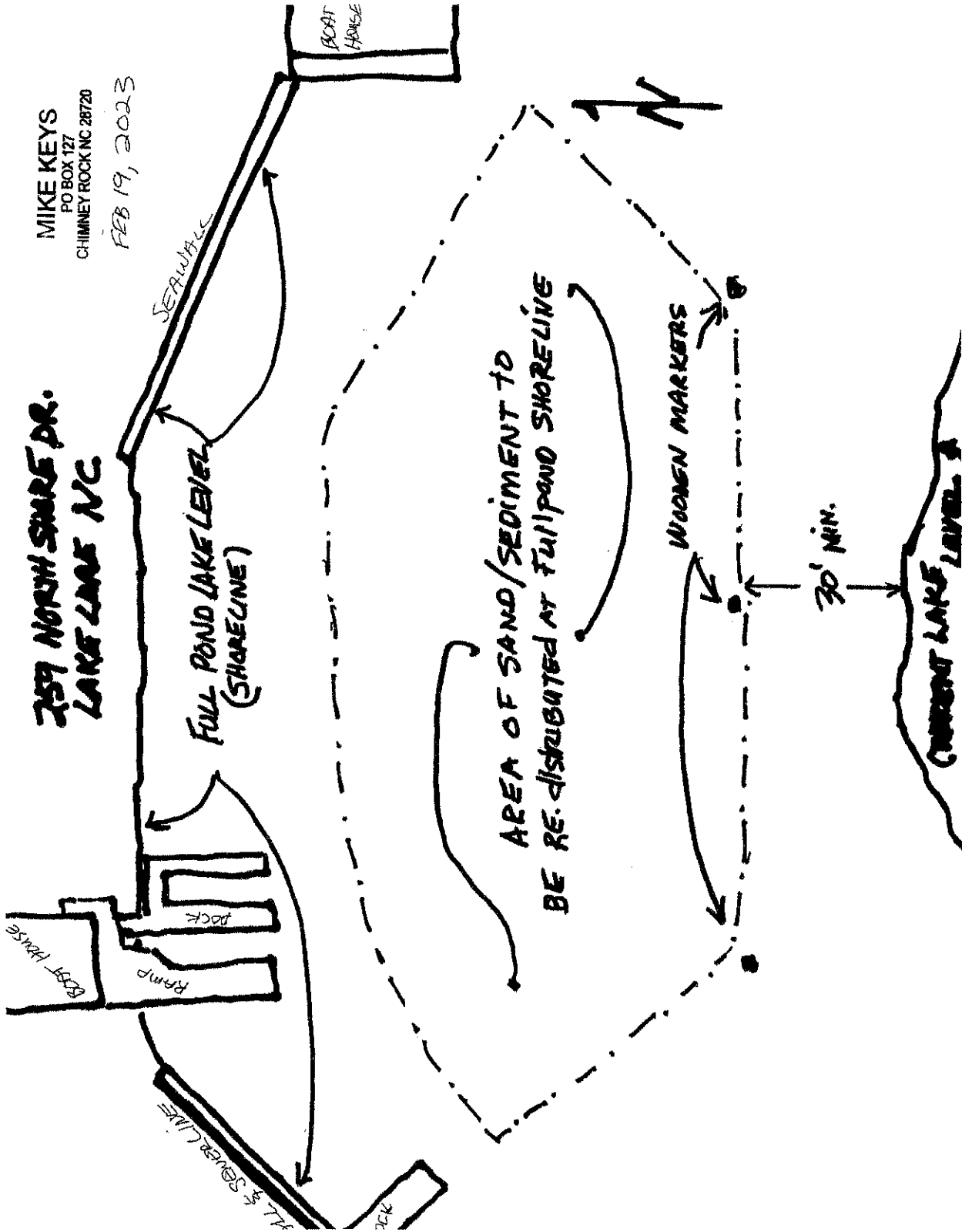
As stated in our conversation this morning, if I need to be at the town council meeting next week, I will be happy to attend. You can reach me at 828-625-4191 (talk or text) and at the email address on this email.

Thanks for your help in this matter,
Mike Keys

257 NORTH SHORE DR.
LAKE LAKE NC

MIKE KEYS
PO BOX 127
CHIMNEY ROCK NC 28720

FEB 19, 2023



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

Meeting Date: March 14, 2023

SUBJECT: Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting Décor

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: B

Department: Administration

Contact: Laura Krejci, Communications Director

Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Council has determined that it is in the best interest of the Town, residents, and business owners to retire the Town's 4th of July fireworks event. Council and staff discussed alternatives at the February 22nd work session meeting. There was consensus of support for enhanced holiday lighting and décor and it was determined that such items should be funded uses the funds previously budgeted for fireworks. The improved holiday lighting and décor should highlight landmarks and major architectural features of the Town with a classic look that residents and visitors can enjoy during the holiday season.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting Décor

ATTACHMENTS:

Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting Décor

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the adoption of Resolution No. 23-03-14C Expressing Intent to Redistribute Funds for Fourth of July Fireworks to Fund Holiday Lighting Décor.



RESOLUTION NO. 23-03-14C

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
EXPRESSING INTENT TO REDISTRIBUTE FUNDS FOR FOURTH OF JULY
FIREWORKS TO FUND HOLIDAY LIGHTING AND DÉCOR**

WHEREAS, the Town Council of the Town of the Lake Lure have determined that it is in the best interest of the Town, Town residents, and business owners within the Town to retire the Town sponsored 4th of July Fireworks Event; and

WHEREAS, the Town recognizes the importance of utilizing these funds to enhance the presence of Lake Lure and to increase tourism during the holiday season; and

WHEREAS, the Town wishes improve holiday lighting and décor, create a classic look that represents Lake Lure, and highlights landmarks and the major architectural features of the Town for residents and visitors to enjoy during the holiday season;

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

SECTION ONE. The Town of Lake Lure shall retire the Town sponsored 4th of July Fireworks Event for the foreseeable future.

SECTION TWO. The Town of Lake Lure intends to redistribute funds that would typically fund the 4th of July Fireworks Event and instead fund enhanced holiday lighting and décor in future budget cycles.

READ APPROVED AND ADOPTED this 14th day of March, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

XI

ADJOURNMENT