

# **LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET**

Tuesday, April 12, 2022  
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, April 12, 2022 – 5:00 PM  
Lake Lure Municipal Center



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## **Agenda**

### **I. Call to Order**

### **II. Agenda Adoption**

### **III. Mayor's Communications**

### **IV. Town Manager's Communications**

### **V. Public Hearing**

- A. Proposed Ordinance No. 22-04-12 an Ordinance Amending Section 36-231(d) of the Zoning Regulations

### **VI. Council Liaison Reports and Comments**

### **VII. Presentations**

- A. Legislative Update

### **VIII. 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](mailto:ostewman@townoflakelure.com), at least one hour prior to the meeting.*

### **IX. Consent Agenda**

- A. Approval of the March 8, 2022 Regular Meeting Minutes and the March 23, 2022 Special Work Session Meeting Minutes
- B. Resolution No. 22-04-12 - Resolution by the Town Council of the Town of Lake Lure Accepting a State Revolving Loan Offer of \$12.5 Million

- C. Resolution No. 22-04-12A - Resolution by the Town Council of the Town of Lake Lure Accepting the American Rescue Plan Grant Offer of \$8 Million
- D. Lake Lure Classic Boat and Auto Show Request for Waivers / Council Approval
- E. Budget Amendment (BA) # 325 – Fire Department’s Emergency Tabletop Exercise
- F. Budget Amendment (BA) #326 and Request for Contractor for Well Water System Operator in Responsible Charge
- G. Budget Amendment (BA) #327 - Request for Sewer Maintenance Equipment for Lake Lure Sewer System
- H. Budget Amendment (BA) #328 - Cover outstanding invoices incurred by Labella on-call professional services regarding sewer assistance for Phase 6- Design & Permitting & Bid, and Phase 11- Survey Design, Permit & Bid Phase
- I. Approval of the Lake Lure Farmers Market as a Town Sanctioned Event with Suspension of Chapter 8 Article II: “Peddlers” Code of Ordinances and Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

**X. New Business**

- A. PANGAEA Service Agreement – Second Amendment
- B. Schnabel Work Order No. 7 – Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam
- C. Valve Procurement Method Approval
- D. Dam Conceptual Design Decision
- E. Ordinance No. 22-04-12 an Ordinance Amending Section 36-231(d) of the Zoning Regulations

**XI. Closed Session**

- A. In accordance with G.S. 143-318.11(a) (3) for the purpose of discussing attorney client privilege or legal claims.
- B. In accordance with G.S. 143-318.11(a) (5) for the purpose of discussing property acquisition or employment contracts.

**XII. Adjournment**

**III**  
**Mayor's**  
**Communications**

**IV.**  
**Town Manager's**  
**Communications**



## **Town Manager / Town Clerk March Report – Completed April 6, 2022**

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

**Public Services** – The Public Service Department is preparing for the busy season ahead. Staff has been preparing equipment and looking forward to revitalizing multiple parts of the Town as spring arrives. All while accomplishing day to day tasks, handling unforeseen situations, and adapting to the restructuring of the department. Top three accomplishments/project updates:

- Located 3 storm water infiltration leaks on land based manholes. At #9, beside beach house #1 and across the creek from the police boathouse.
- Began the 2022 paving which is well under way. Measured all the roads and received the winning quote to get the most accomplished out of this budget.
- Pressed forward on the continuous culvert/ditch problem throughout town. After being neglected for so long, making serious headway in getting them back under control.

**Community Development** – The Department issued 40 permits in March (compared to 54 in Feb: main factor was 10 less Vacation Rental Operator Permits). Includes 15 Zoning permits (Feb=13) and 3 Lake Structure permits (Feb=2). Active VROP total is currently 467.

Additionally, Community Development staff is actively working with Highlands POA and engineers on remediation of unresolved slope failure and consequences including sediment & erosion issues and failed TOLL water line, dating back to 5/1/20. Approvals obtained from US ACE and DEQ, I've received new engineered plans and just waiting for their application to issue. Worked with Dir. Lindsey and PW to get water line turned on for new home under construction with contingency that may be disconnected if slope failure/land instability issues resurface as a risk to water line. Top accomplishments/project updates:

- Highlands slope failure remediation progress
- Began formal process of recommendations for revision of Zoning and Lake Structure regulations that CDD identified as problematic. Have worked with Lake Advisory Board and Zoning & Planning Board for required Board reviews and recommendations to bring to Town Council.
- Worked with Interim Town Manager Stewman to develop a 3<sup>rd</sup> CDD position to meet current and expanding work demands. Position was approved at March 8<sup>th</sup> Council meeting.

- AT&T has bogged down with State Historic Preservation Office review of tower site. A “balloon test” to create a visual of tower height/view impact is scheduled for April 8<sup>th</sup> (rain date: April 13<sup>th</sup>). We are still communicating with both AT&T and their construction partner to keep forward progress.
- Ramping up Lake Structure Maintenance Program now that have water access again. Will recheck the Phase 1 structures already identified as compromised structures and then send letters to owners regarding their required actions. Also beginning next phase of inspections by boat.
- Working with Director Krejci, Chief Waycaster and Chief Humphries to update Event management and permitting into workable, beneficial process.

**Fire / Emergency Management** – The Lake Lure Fire and Emergency Management Department responded to a total of 47 incidents in the month of March. The majority of incidents were fire related, as the spring fire season has begun. Members of the department completed 374 total hours of training during March. Chief Waycaster and firefighters in the community continuously display great efforts in ensuring the health and safety of the community. The following are the top three notable accomplishments that took place during the month of March:

- Completed annual physicals for all firefighters.
- Completed annual service testing for all fire engines.
- Completed the first planning meeting for the Lake Lure tabletop exercise.

**Police** – The Lake Lure Police Department had a busy month, despite March typically being a slower month. After seven months of being under staffed by one full time person, the department is excited to announce that Caleb Oates was sworn in on March 24<sup>th</sup> and will begin full time on April 4<sup>th</sup>. The department would like to recognize the department’s Reserve Officers, who have been available to assist Sgt. Umphlett’s crew for the past months while the department searched for a full time applicant. Top three accomplishments in March:

- Officers worked several cases this month that will have and will involve time and thorough investigation. For example, Officer Shuford is working an ongoing case involving a contractor who sheered hundreds of trees from another homeowner’s property.
- Corporal Collins was able to arrest two men involved in stealing hundreds of gallons of diesel fuel from Ingles.
- Chief Humphries, along with Officer Tyler Dills, have researched new body cameras. The current body cameras were purchased seven years ago and are out of date and unable to be worked on when issues arise. New equipment will allow many more features that will assist officers and their cases.

**Parks, Recreation & Lake** – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. One new employee, Donnie Martin, filled the vacant position in the department and has been an asset to the Town. Givens and Bradley have been working on dredging, debris pickup, mining permit modification, preparation of the new boat permitting system, renovation of the new

Greenspace Parks, Recreation, and Lake Department Office, and much more. Additionally, Coordinator Bradley facilitated a total of 104 volunteer hours for the month of March. Three notable projects/activities updates:

- Began installation of the expanded Buffalo Creek Park parking lot.
- Completed the installation of the pavers on the Lake Lure Walkway.
- Completed the installation of pavers in front of the Gazebo in Morse Park.

**Finance** – Finance Director Sam Karr and Assistant Finance Director Stephen Ford various items of interest for the month of March, along with a finance report which is available upon request. Tax collections are over 99% collected through March and state revenues are at 81% collected. Fees collected from Parks, Recreation, and Lake Department activities are above estimate as we are entering tourist season. Land use revenues continue to do well this fiscal year, with the majority of revenues coming from zoning permits and vacation rental fees. Additionally, Water/Sewer revenues are on target and expenditures are within the department's estimates. Due to lack of hydro generation during the off season, the hydro fund has a negative fund balance of (\$385,002), with (\$105,862) being lost this fiscal year. However, with generators up and running, \$11,656 was generated in Hydro revenues during March. The Town received a state grant of \$16.5 million to be earmarked for the dam repairs and replacement, which have been put into a separate bank account for easier reporting and state requirements. Lastly, the LGC has formally notified the Town that the \$12 million SASS loan for the sewer replacement has been approved.

**Communications** – Communications Director Krejci has posted numerous articles that illustrate town related news, a listing of these articles with hyperlinks was emailed to 1505 citizens, along with a link to the Town Calendar of Events. Director Krejci received and coordinated with Department Heads as needed to respond to 27 online inquiries within 24-48 hours, including inquiries regarding work orders and facility reservations. Laura has participated on the Lake Lure Steering Committee, Utility Advisory Board, Parks and Recreation Board, etc. Additionally, Director Krejci has continued to work towards grant funding, installation of the new Town Hall Sign, and developing an Events Standard Operating Procedure document.

Top projects/activities in the categories noted above:

- **Annual Report:** Worked with Department heads to complete the Annual Report which has been emailed to over 1,500 contacts.
- **Everbridge:** Emergency Preparedness Alerts during the Tornado Warnings at 10PM on 3/23/22. Fortunately we did have a tornado but I think we were as prepared as we could be. Everbridge registrants have increased to 1106, a 30% increase over this time last year
- **Social Media:** Made 35 posts for the community with a post reach of 34,000 for the month. Facebook Followers are up to 17,920, a 9% increase over 3/21

#### **Manager / Clerk March Activities**

- Attended budget meetings for Parks, Recreation, and Lake and Police, March 1
- Attended Steering Committee meeting, March 2
- Participated in GLS Team Progress Meeting, March 3



- Attended budget meeting for Community Development, March 7
- Attended budget meeting for Public Services, March 8
- Prepared for, clerked, and participated in Town Council and Marine Commission meetings, March 8
- Met with PANGAEA Executive Director, Ron Walters, March 9
- Attended Tri-Weekly Infrastructure Schedule Update meeting, March 14
- Attended the Rutherford Bound TDA meeting in Rutherfordton, March 15
- Held department head meeting, March 16
- Participated in GLS Team Progress Meeting, March 17
- Met with Michael Williams to discuss a Zoning and Code Enforcement Specialist position, March 18
- Participated in an interview for the vacant Public Services Utility Maintenance Tech position, March 18
- Prepared for, clerked, and participated in Town Council work session, March 23
- Participated in two interviews for the vacant Public Services Utility Maintenance Tech position, March 24
- Attended the first Lake Lure tabletop exercise meeting, March 25
- Met with NC Senator Ted Alexander, March 25
- Met with a representative of DEQ regarding our water system maintenance information, March 28
- Met with Brian Houston regarding Design Build project and funding, March 28
- Met with NCLM representatives Marcus Abernethy and Amy Whisnant, March 29
- Attended in GLS Team Progress Meeting, March 31

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Interim Town Manager

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Date

# V.

## Public Hearing

- A. Proposed Ordinance No. 22-04-12 an Ordinance Amending Section 36-231(d) of the Zoning Regulations

**VI**  
**COUNCIL LIAISON**  
**REPORTS AND**  
**COMMENTS**

# VII

# Presentations

## A. Legislative Update

# VIII

## 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](mailto:ostewman@townoflakelure.com), at  
least one hour prior to the meeting.

# IX

## CONSENT AGENDA

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- B. Resolution No. 22-04-12 - Resolution by the Town Council of the Town of Lake Lure Accepting a State Revolving Loan Offer of \$12.5 Million
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**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL  
HELD TUESDAY, MARCH 8, 2022, 5:00 P.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 Morgan, Jr., Town Attorney  
Olivia Stewman, Town Clerk / Interim Town Manager

**ABSENT:** N/A

**I. CALL TO ORDER**

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

**II. APPROVE THE AGENDA**

Commissioner Jim Proctor made a motion to approve the Agenda, as presented. Commissioner Bryant seconded and the motion carried 4-0.

**III. MAYOR'S COMMUNICATIONS**

Mayor Carol C. Pritchett welcomed and thanked all for joining tonight. Mayor Pritchett recognized the town's efforts in increasing responsiveness and cited the timely response of public services to an early morning call to Firefly Cove. Mayor Pritchett continued by thanking all staff and members of the community for their parts in bettering the Town of Lake Lure and called on Commissioner Scott Doster to make a presentation.

Commissioner Doster presented Dale and Kathy Minick with a plaque of appreciation for their ten years of dedicated services to the former Lake Lure Municipal Golf Course.

#### **IV. TOWN MANAGER COMMUNICATIONS**

Interim Town Manager Olivia Stewman announced that the Local Government Commission had approved the town's \$12.5 million State Revolving Loan.

#### **V. COUNCIL LIAISON REPORTS & COMMENTS**

Commissioner Scott Doster reported the activities of the Zoning and Planning Board and Utilities Advisory Board

Commissioner David DiOrio reported the activities of the Lake Advisory Board and the Board of Adjustment / Lake Structures Appeals Board.

Commissioner Jim Proctor reported the activities of the ABC Board.

Commissioner Patrick Bryant reported the activities of the Parks and Recreation Board.

Mayor Pritchett reported on the activities of the Lake Lure Steering Committee.

#### **VI. PRESENTATIONS**

##### **A. ACTION FOR CLIMATE CHANGE**

Wesley Hollowell, leader of the action for climate Emergencies Lake Lure team, presented on taking action in regard to climate change. At the end of Mr. Hollowell's presentation, he proposed that the Town of Lake Lure Town Council declare a climate emergency for the Town of Lake Lure.

#### **VII. PUBLIC COMMENT**

Mayor Carol C. Pritchett invited the audience to speak.

Moe Bay, Deer Trail, announced that she would be hosting the 5<sup>th</sup> annual "Trash Talkin'" event for the purpose of cleaning Boys Camp Road. Ms. Bay noted that the event would take place on Tuesday, April 12, at 9:00 a.m. and encourage community members to participate.

Wade Opplinger, Lake Lure Rowing Club in Bat Cave, thanked Camp Lurecrest for allowing Lake Lure Rowing to utilize their water access during the lake drawdown and other community members who have helped the organization. Mr. Opplinger explained the history of the club and the competitive components of the nationally known organization. Mr. Opplinger noted that Lake Lure Rowing is an asset to the community, brings in visitors and residents, and asked the community for support.



There were no additional comments from the public.

## **VIII. CONSENT AGENDA**

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

Commissioner Proctor made a motion to approve the Consent Agenda, as amended per the agenda adoption. Commissioner Bryant seconded. Therefore, the Consent Agenda incorporating the following items was unanimously approved and adopted:

- A. Approval of the February 8, 2022 Regular Meeting Minutes
- B. Tree Removal from within 995' boundary request – lot 3 on Chapel Point Road (Parcel #1617657)
- C. Waiver of the Noise Regulation and the Discharging of a Firearm, Chapter 20 Article I Sec. 20-1 of the Noise Regulation, Chapter 20 Article II, for a Celebration of Life Ceremony including a gun salute for Thomas Whittemore, a native of Lake Lure, NC.
- D. Resolution No. 22-03-08 Resolution to Amend Resolution No. 21-02-08 Creating a Tourism Development Authority (TDA) Steering Committee. (Attachment A)
- E. Approval of the 2022 Audit Contract with Martin Starnes & Associates, CPAs, P.A.
- F. Buffalo Creek Park Potential Trail Addition
- G. Budget Amendment #323 - Repurpose Fence appropriation of Fence budget (\$50,000) and Fund balance (\$5,000) to Public Works (Capital) Work Trucks
- H. Budget Amendment #324 - Adding an Administration Position for the Public Works Department.

## **IX. NEW BUSINESS**

### **A. STATUTORY AND ADVISORY BOARD APPOINTMENTS**

Commissioner Doster recommended that Richard Glassen and Rick Spruill be reappointed to the Utility Advisory Board (UAB). Commissioner Bryant made a motion approve UAB appointments, as recommended. Commissioner DiOrio seconded and the motion carried 4-0.

Commissioner Doster recommended that David Keenan be reappointed, and Charlie Ellis be newly appointed to the Zoning and Planning Board. Commissioner Doster made a motion approve Zoning and Planning Board appointments, as recommended. Commissioner Proctor seconded and the motion carried 4-0.

Commissioner Doster recommended that Greg Gardner be reappointed, and Mark Windfelt be newly appointed to the Board of Adjustment / Lake Structure Appeals Board (BOA/LSAB). Commissioner DiOrio made a motion approve BOA/LSAB appointments, as recommended. Commissioner Bryant seconded and the motion carried 4-0.

Commissioner DiOrio recommended that Kathy Hatfield and Jim Lemmons be appointed to the Lake Advisory Board (LAB). Commissioner DiOrio made a motion to approve the LAB appointments, as recommended. Commissioner Bryant seconded and the motion carried 4-0.

Commissioner Proctor recommended the appointment of Esther Lusk to the Alcoholic Beverage Control (ABC) Board. Commissioner Proctor made a motion to approve the ABC Board appointment, as recommended. Commissioner DiOrio seconded and the motion carried 4-0.

Commissioner Bryant recommended that Mark Hoek, Dan Bragdon, and Robin Worcester be reappointed to the Parks and Recreation Board. Commissioner Bryant made a motion to approve the Parks and Recreation Board reappointments, as recommended. Commissioner Doster seconded and the motion carried 4-0.

Commissioner Proctor made a motion for (3 year) term expirations to take place in March each year. Commissioner DiOrio seconded and the motion carried 4-0.

## **IX. NEW BUSINESS**

### **B. AUTHORIZATION FOR SPECIALIZED CONSULTING SERVICES LLC TO FACILITATE THE EMERGENCY TABLETOP EXERCISE**

Fire Chief Dustin Waycaster explained that the town had submitted a Request for Proposal (RFP) for the facilitation of the emergency tabletop exercise. Waycaster noted that Specialized Consulting Services LLC responded to the RFP and provided a scope of work, in which Waycaster opted as the best option for the exercise. Chief Waycaster explained that the tabletop exercise will result in a report in which the Town can use to improve their responses and outcomes during emergency situations. Waycaster explained that the proposal by Specialized Consulting Services LLC involves three pre-meetings, an interactive emergency situation simulation, and a summary report including suggestions for best practices moving forward.

Commissioner Proctor asked if there will be a budget amendment to cover the cost of the exercise. Finance Director Sam Karr stated that there should be a budget amendment.

Commissioner Proctor made a motion to approve the authorization for Specialized Consulting Services LLC to facilitate the emergency tabletop exercise and allow for a budget amendment. Commissioner DiOrio seconded and the motion carried 4-0.

**IX. NEW BUSINESS**

**C. SURPLUS EQUIPMENT**

Parks, Recreation, and Lake Director Dean Givens explained that there is a surplus of golf course equipment that needs to be sold and requested that this be accomplished by selling the equipment as surplus and sale it as a group on GovDeals. Director Givens also requested that the money acquired from the sale of the equipment be put back into the Parks, Recreation, and Lake Budget.

Commissioner Bryant noted that the typical procedure with sales is to put the earned money back into the general fund and not in a specific fund. Commissioner Bryant recommended to put the money acquired from the sale of the equipment back into the general fund, in order to maintain equity, and that it could possibly be reallocated at a later time. Director Givens explained that his request for the money to go into his department's budget is due to the renovation of the new offices, other big projects taking place, and noted that the department is self-funded and not tax based.

Council members came to a consensus that it would be more appropriate to determine where to the funding goes after the equipment is sold and there is an exact number of dollars earned.

Commissioner Bryant made a motion to approve the sale of equipment and to put funds from the sale into general fund budget and once the sale is completed the Council can address allocations as a separate item. Commissioner Doster seconded and the motion carried 4-0.

**IX. NEW BUSINESS**

**D. QUITCLAIM OF TOWN PROPERTY TO W. TERRY FOUNTAIN, SR. AND  
JANET B. FOUNTAIN, RESOLUTION NO. 22-03-08A**

Community Development Director Michael Williams explained that a resident had contacted the Town regarding a 1716 Sq. Ft. parcel of town-owned land and requested a quit claim deed to the property. Williams explained that Resolution No. 22-03-08A (Attachment B) resolves to execute the quitclaim deed to W. Terry Fountain, Sr. and Janet B. Fountain.

Commissioner Proctor noted that it may be useful to add a utility easement to the property in the resolved paragraph. Attorney William Morgan agreed and noted he would work added this. Director Williams also noted that it may be beneficial to add language in the quitclaim deed to include ownership rights to the 995 property rights and Lake Boundary contours.

Commissioner DiOrio made a motion to approve Resolution 22-03-08A and the quitclaim deed with the inclusion of the two recommendations. Commissioner Proctor seconded and the motion carried 4-0.

**IX. NEW BUSINESS**

**E. ADVANCING THE COMMUNICATIONS SPECIALIST POSITION TO COMMUNICATIONS DIRECTOR**

Interim Town Manager Olivia Stewman explained that the responsibilities of the Communications Specialist position, executed by Laura Krejci, fall in line with those of a director's position. Stewman noted that the Communications Specialist description had been reviewed and that Laura Krejci executes far more duties than stated in the original description. Stewman explained that due to an increased level of responsibilities and the extraordinary efforts and achievements of Laura Krejci, that the Town is hereby advancing the Communications Specialist Position to Communications Director, effective immediately.

Mayor Pritchett thanked Laura for her crucial work and role in the Town.

**XII. ADJOURN THE MEETING**

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 6:02 p.m. Commissioner DiOrio seconded and the motion carried 4-0.

ATTEST:

\_\_\_\_\_  
Olivia Stewman,  
Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

**RESOLUTION NO. 22-03-08**

**RESOLUTION TO AMEND RESOLUTION NO. 22-02-08 CREATING  
A TOURISM DEVELOPMENT AUTHORITY (TDA) STEERING  
COMMITTEE**

**WHEREAS**, Resolution No. 22-02-08 was duly adopted by the Town Council of Lake Lure, North Carolina on February 8, 2022 for the purpose of creating a Tourism Development Authority (TDA) Steering Committee;

**WHEREAS**, in following with the current procedures, regulations and policies, changes have been recommended.

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

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

**RESOLUTION CREATING A ~~TOURISM DEVELOPMENT~~  
~~AUTHORITY (TDA)~~ LAKE LURE STEERING COMMITTEE**

**WHEREAS**, the Town Council of Lake Lure, North Carolina finds that it is in the best interest of the Town to authorize and create a special ~~Tourism Development Authority (TDA)~~ Lake Lure Steering Committee to strategically plan and make recommendations to Town Council concerning town purchases and appropriations using appropriations;

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

**Section 1:** That there is hereby and herewith created a ~~TDA~~ Lake Lure Steering Committee to provide recommendations and advice to the Town Council on matters concerning town purchases and appropriations using ~~TDA~~ appropriations.

**Section 2:** That the Committee shall be appointed by a majority vote of Town Council. In appointing members, the Council shall aim to maintain a balanced and appropriate Committee, consisting of the following groups:

- (A) **At Large.** The Town Council shall appoint two members from the community at large. One of the two community members must reside in Rumbling Bald.
- (B) **Town Staff.** The following staff shall be included in the ~~TDA~~ Lake Lure Steering Committee membership: Town Manager, Parks Recreation and Lake Director, Parks Recreation and Trails Coordinator, ~~and~~ Finance Director, and Communications Director.

- (C) **Parks and Recreation Board.** Whomever is the current chair of the Parks and Recreation Board shall serve on the ~~TDA~~ Lake Lure Steering Committee.
- (D) **The Chamber of Hickory Nut Gorge.** The President of the Chamber of Hickory Nut Gorge shall serve on the ~~TDA~~ Lake Lure Steering Committee.
- (E) **Town Council.** One representative of the Town Council shall be appointed by the members of the council to act as a liaison between Town Council and the ~~TDA~~ Lake Lure Steering Committee.
- (F) **Rutherford County TDA.** The president of the Rutherford County TDA shall be present whenever possible at Steering Committee meetings, but shall not vote on recommendations.

**Section 4:** The two Committee members who are appointed at large by the Council shall serve three year terms.

**Section 5:** That vacancies on the Committee other than an ex-officio member shall be filled by vote of Town Council to fill the unexpired term.

**Section 6:** Town Council will annually appoint from the ~~TDA~~ Lake Lure Steering Committee membership a Chair and Vice-Chair to fulfill the normal responsibilities of such offices.

**Section 7:** That meetings of the Committee be held in a public meeting room, be open to the public and held as often as reasonably needed to accomplish the business of said Committee.

**Section 8:** That the Committee make its recommendations to Town Council in written form.

**Section 10:** That all orders and resolutions in conflict herewith be and the same hereby are repealed insofar as such conflict exists and this resolution shall become effective immediately upon its passage.

This Resolution shall be effective upon its adoption.

Adopted this 8<sup>th</sup> day of March, 2022.

ATTEST:

\_\_\_\_\_  
Olivia Stewman  
Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett



**RESOLUTION 22-03-08A**

**WHEREAS**, W. Terry Fountain, Sr. and wife, Janet B. Fountain, are the owners of a .37 acre tract or parcel of land located in the Town of Lake Lure, which tract or parcel of land is known as Lot 25, Cane Creek Development Chimney Rock, in Chimney Rock Township, Rutherford County, State of North Carolina; and

**WHEREAS**, 1,716 square feet of land exists between the Town of Lake Lure boundary line located at the full pond lake level and the .37 acre adjacent tract or parcel owned by W. Terry Fountain, Sr. and wife, Janet B. Fountain, as shown by the Plat attached as Exhibit A and the attached Quitclaim Deed attached hereto as Exhibit B, which description is incorporated herein by reference as if fully set forth; and

**WHEREAS**, W. Terry Fountain, Sr. and wife, Janet B. Fountain, have requested the Town of Lake Lure to quitclaim any interest of the town to them for the 1,716 square feet of shoreline as shown on Exhibit A; and

**WHEREAS**, a Quitclaim Deed of Conveyance as shown on Exhibit B has been prepared by the Town of Lake Lure; and

**WHEREAS**, W. Terry Fountain, Sr. and wife, Janet B. Fountain, also agree simultaneously with any recording of this Quitclaim Deed to file a Combination Survey consolidating the boundaries of the 1,716 square foot tract with their Lot 25 so that of record there will be one description; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town of Lake Lure hereby resolves to execute and thereby convey the tract or parcel of land set forth in the proposed Quitclaim Deed to W. Terry Fountain, Sr. and wife, Janet B. Fountain on the condition that prior to recording said Quitclaim Deed they have had prepared and executes a Combination Survey so that the Combination Survey is recorded immediately after the Quitclaim Deed.

**READ, APPROVED AND ADOPTED** this the 8<sup>th</sup> day of March, 2022.

ATTEST:

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Olivia Stewman, Town Clerk

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Mayor Carol C. Pritchett



**MINUTES OF THE SPECIAL WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, MARCH 23, 2022, 1:00 P.M. AT THE LAKE LURE MUNICIPAL CENTER**

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

William Morgan, Jr., Town Attorney  
Olivia Stewman, Town Clerk / Interim Town Manager

**ABSENT:** N/A

**I. CALL TO ORDER**

Mayor Carol C. Pritchett called the meeting to order at 9:00 p.m.

**II. AGENDA ADOPTION**

Commissioner DiOrio made a motion to move agenda items VII, VIII, IX, and X prior to closed session, making them now III, IV, V, and VI. Commissioner Bryant seconded, the motion carried 4-0, and the agenda was approved as amended.

**III. STATUTORY AND ADVISORY BOARD MEETING SCHEDULES DISCUSSION**

Mayor Pritchett explained that the purpose of this conversation is to discuss the frequency of board meetings and changing bylaws accordingly. Mayor Pritchett noted that board meetings can often be time consuming for board members and council liaisons and that it may be beneficial for some boards to meet less frequently.

Commissioner Bryant noted that the Parks and Recreation Board and the Steering Committee are similar and that steering committee will likely meet quarterly. Commissioner Bryant suggested that it may be ideal to hold both meetings quarterly, and in synched, since they relate on many subjects.

The Council discussed and concluded that each Council Liaison will broach the topic with their assigned boards' chair and report back.



Mayor Pritchett also noted that it is important that boards follow the schedule that they adopt, as it determines the individual schedules of members, council liaisons, and staff.

**IV. DRAWDOWN SCHEDULE – DREDGING AND HDD DISCUSSIONS**

Commissioner DiOrio initiated the discussion regarding the drawdown schedule. Commissioner DiOrio noted that factors such as timely supply procurement and receiving permits will play a role in determining if a 2022-2023 drawdown schedule is necessary. Commissioner DiOrio recommended that the Council have a solid decision by June 1.

Mayor Pritchett noted her appreciation of the community’s attitude on the subject and agreed that a decision be made by June 1.

The Council agreed to continue to converse with necessary players to determine a timeline. Commissioner DiOrio explained that if the Town does not have necessary supplies and permits for the HDD project, there will be no need for a drawdown, but noted that dredging can take place regardless of whether or not the lake is lowered.

The Council concluded that a message would be sent out regarding a decision by June 1.

**V. REQUEST FOR ADDITIONAL PERSONNEL**  
**A. ZONING AND CODE ENFORCEMENT SPECIALIST**

Community Development Director Michael Williams explained that the Community Development Department has been increasingly busy and that it would be beneficial to have an additional staff member to find issues and perform follow ups, help with administrative tasks, enforce what is put into place by himself and Rick Carpenter, etc. Williams noted that the position is entry level.

Commissioner DiOrio made a motion to approve the Zoning and Code Enforcement Specialist position. Commissioner Doster seconded and the motion carried 4-0.

**V. REQUEST FOR ADDITIONAL PERSONNEL**  
**B. PARKS, RECREATION, AND LAKE ADMINISTRATIVE SUPPORT SPECIALIST**

Parks, Recreation, and Trails Coordinator Dana Bradley explained that the department is increasing in responsibilities with new additions in tasks, such as the new boating system that is being created. Bradley noted that this position would perform administrative functions to allow herself and Dean to be more efficient in their duties, and that this person would take over all boat permitting and allow for additional help in other areas at Town Hall.

Commissioner DiOrio made a motion to approve the Parks, Recreation, and Lake Administrative Support Specialist. Commissioner Bryant seconded and the motion carried 4-0.

## **VI. POOL CREEK BRIDGE LIGHTING PROJECT**

Public Services Director Dean Lindsey explained that various staff is working on replacing the broken and missing lights on Pool Creek Bridge and that staff would like Council approval on style of lights.

Commissioner Proctor noted that it would be ideal to find the original 1926 fixtures to maintain the history. Council members agreed and it was determined that the original fixtures be sought before approving the purchase of new fixtures, and that the columns can be redone. Council concluded that is the original fixtures are not found by the April 12<sup>th</sup> Council meeting, that town staff can proceed Victorian style futures.

## **VII. CLOSED SESSION**

Commissioner DiOrio made a motion to go into closed session in accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters. Commissioner Proctor seconded and all voted in favor.

During closed session, Council discussed matters regarding town manager recruitment and Attorney William Morgan took minutes.

After discussing, the Council returned to open session.

## **VIII. CONNECTION AGREEMENT DISCUSSIONS**

Commissioner Doster explained that he and Attorney Morgan had been crafting a simple solution for GLS installation issues and reported that it has been determined that the Town has access and utility easement to the 995 lake boundary, which means that an easement to electrical and HDD stub out because this will not require land access.

Attorney Morgan has been working on an initial draft of an access easement, but he explained that he would re-think this due to the easement likely being unnecessary. Attorney Morgan also explained that the 995 lake boundary was determined to be correct through research of old documents.

Commissioner DiOrio recommended making an agreement notice with residents, in good faith, even though it is not necessary.

The Council discussed that the Utility Advisory Board and Communications Director Laura Krejci would work on updating a letter to be sent out regarding the information. Attorney Morgan recommended using the language notice of intent.

## **IX. TOWN INFRASTRUCTURE LOCATION DISCUSSION**

Commissioner DiOrio explained that as the Town is continuing to grow and expand, as is the need for additional staff, and that there is no room in Town Hall to meet these expansion needs. Commissioner DiOrio noted that one option is to move the ABC Store, since the building is town owned, and relocate the police department to that building. Commissioner DiOrio also noted fire could possibly share the space as a substation and that Community Development and a Project Manager would be moved to the existing police department space.

Commissioner Proctor expressed concerns in placing the public safety in the ABC Store building, as it is a prime location for businesses and could possibly be considered as an eye sore.

Fire Chief Waycaster noted that he did not care about the location of a substation, as long as it is more central to downtown. Chief Waycaster also noted that it would be unrealistic to house both the Fire Department and Police Department at the ABC Store location.

Police Chief Humphries and Council members discussed whether or not the police department could effectively operate out of the ABC Store location and it was determined that the department could operate effectively out of this building.

Discussion took place regarding a Public Safety facility being constructed which would be large enough to house both Fire and Police. Council reached a consensus that this is ideal, but the ABC Store location could be an interim solution.

Commissioner Proctor noted that the cheapest option may be to build additional office spaces at town hall and noted that the renting the bank location is also a possible option.

Council ultimately decided that the conversation comes down to where to put Community Development. Commissioner Doster and Commissioner Bryant both expressed their recommendations that the Community Development department stay in Town Hall, along with the future project manager. Council also discussed the possibility of crafting a short term plan for Community Development placement.

Council decided to postpone the remainder of the conversation in order to have ample time to consider all options and craft the best plan.

## **X. 2022 TOWN COUNCIL SCHEDULE AMENDMENT**

Town Clerk and Interim Manager explained that the only amendment to the 2022 Town Council Schedule is moving work sessions to every 4<sup>th</sup> Wednesday of the month, rather than every last Wednesday of the month to avoid confusion.

Council approved of the changes to the 2022 Town Council Schedule.

## **XI. BUDGET UPDATE**

Clerk and Interim Manager Stewman explained that she, Sam Karr, and Stephen Ford had now met with each department head to craft their preliminary budgets. Stewman provided Council with a budget calendar and explained that total revenues will remain unknown until the end of April. Stewman noted that in May, there will be a budget meeting with staff and Council to discuss the preliminary budgets and make changes.

## **XII. PANGAEA UPDATE**

Clerk and Interim Manager Stewman explained that she had met with Ron Walters from PANGAEA to discuss the Town's service agreement with PANGAEA. Stewman explained that PANGAEA has agreed to install fiber and providing 100 MB Download/100 MB Upload internet service to an additional town location at no cost and PANGAEA will provide 100 MB Download/100 MB Upload at Town Hall at no charge. Stewman continued to explain that PANGAEA will no longer support the free public Wi-Fi network and that the Town will add an additional equipment room space for PANGAEA's exclusive use, per request. Stewman informed Council that PANGAEA has requested a five year contract with five optional one year extensions.

Commissioner DiOrio noted that per the expansion discussions held today, we will likely need an additional location added to.

A few commissioners expressed concerns regarding the length of the agreement and would prefer one with fewer years.

Stewman noted that she would follow up with Mr. Walters and sent Attorney Morgan a draft of the proposed agreement when it is sent.

## **XIII. ADJOURMENT**

Commissioner Doster motioned to adjourn the meeting. Commissioner Bryant seconded and all voted in favor. The meeting was adjourned at 3:58 p.m.

ATTEST:

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Olivia Stewman,  
Town Clerk

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Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Resolution No. 22-04-12 - Resolution by the Town Council of the Town of Lake Lure Accepting a State Revolving Loan Offer of \$12.5 Million

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** B  
**Department:** Administration  
**Contact:** Olivia Stewman, Clerk / Interim Manager  
**Presenter:** Olivia Stewman, Clerk / Interim Manager

**BRIEF SUMMARY:** The North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible unites of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects. The North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$12.5 million for the subaqueous sanitary sewer replacement and wastewater collection system improvements

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To adopt Resolution No. 22-04-12 - Resolution by the Town Council of the Town of Lake Lure Accepting a State Revolving Loan Offer of \$12.5 Million

**ATTACHMENTS:** Resolution No. 22-04-12 - Resolution by the Town Council of the Town of Lake Lure Accepting a State Revolving Loan Offer of \$12.5 Million

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends that Council adopt Resolution No. 22-04-12 - Resolution by the Town Council of the Town of Lake Lure Accepting a State Revolving Loan Offer of \$12.5 Million

**RESOLUTION NO. 22-04-12**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
ACCEPTING A STATE REVOLVING LOAN OFFER OF \$12.5 MILLION**

**WHEREAS**, The North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible unites of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

**WHEREAS**, The North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of \$12.5 million for the subaqueous sanitary sewer replacement and wastewater collection system improvements; and

**WHEREAS**, The Town of Lake Lure intends to construct said project in accordance with approved plans and specifications;

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

That The Town of Lake Lure does hereby accept the State Revolving Loan offer of \$12.5 million.

That the Town of Lake Lure does hereby give assurance to the North Carolina Department of Environmental Quality that all items specified in the loan offer, Section II – Assurances will be adhered to.

That the Town Manager of the Town of Lake Lure, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

The Town of Lake Lure has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to the Federal and State grants and loans pertaining thereto.

This Resolution shall be effective upon its adoption.

Adopted this the 14<sup>th</sup> day of April, 2022, at the Town Hall of Lake Lure, North Carolina.

ATTEST:

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Olivia Stewman  
Town Clerk

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Carol C. Pritchett  
Mayor

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Resolution No. 22-04-12A - Resolution by the Town Council of the Town of Lake Lure Accepting the American Rescue Plan Grant Offer of \$8 Million

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** C  
**Department:** Administration  
**Contact:** Olivia Stewman, Clerk / Interim Manager  
**Presenter:** Olivia Stewman, Clerk / Interim Manager

**BRIEF SUMMARY:** The Town of Lake Lure has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs. The North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$8 million to perform work detailed in the submitted application

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To adopt Resolution No. 22-04-12A - Resolution by the Town Council of the Town of Lake Lure Accepting the American Rescue Plan Grant Offer of \$8 Million

**ATTACHMENTS:** Resolution No. 22-04-12A - Resolution by the Town Council of the Town of Lake Lure Accepting the American Rescue Plan Grant Offer of \$8 Million

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends that Council adopt Resolution No. 22-04-12A - Resolution by the Town Council of the Town of Lake Lure Accepting the American Rescue Plan Grant Offer of \$8 Million

**RESOLUTION NO. 22-04-12A**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
ACCEPTING THE AMERICAN RESCUE PLAN GRANT OFFER OF \$8 MILLION**

**WHEREAS,** The Town of Lake Lure has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund 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 \$8 million to perform work 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:**

That The Town of Lake Lure does hereby accept the American Rescue Plan Grant offer of \$8 million.

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.

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

This Resolution shall be effective upon its adoption.

Adopted this the 14<sup>th</sup> day of April, 2022, at the Town Hall of Lake Lure, North Carolina.

ATTEST:

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Olivia Stewman  
Town Clerk

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Carol C. Pritchett  
Mayor



**LAKE LURE TOWN COUNCIL**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date:** April 12, 2022

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

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** D  
**Department:** Parks, Recreation, & Lake  
**Contact:** Sonya Ledford, Gen. Manager, Lake Lure Tours  
Patrick Bryant, Ambassador, The 1927 Lake Lure Inn & Spa  
**Presenter:** Patrick Bryant, Representative for Lake Lure Properties, LLC and Lake Lure Tours, Inc.

**BRIEF SUMMARY:** Lake Lure Tours, Inc. will be hosting a Spring Classic Boat and Auto Show May 20-21, 2022 with the support of the Blue Ridge Chapter of the Antique and Classic Boat Society and the Greater Smoky Mountains Region of the Antique Automobile Club of America. The events are sponsored by The 1927 Lake Lure Inn & Spa, LLC and Lake Lure Tours, Inc. There will not be a boat parade for this year on Friday, as was conducted in 2019. However, up to four boats may cruise the lake and adhere to all wake and noise restrictions, and showcase their classic watercraft in all areas of the lake open for public enjoyment. They cannot cluster more than three in a row, and must stay at least 75 feet apart from any and all vessels.

To note, the large 100MPH boat showcased in 2019 at this event will not be in attendance. This boat was the reason for the specific request in 2019 for length and noise waivers. All other boats were in compliance at the 2019 event based on all current registrations.

- 1) *A request is being made to waive the Noise Ordinance for:*
  - a. *Friday, May 20, 9am – 5pm*
  - b. *Saturday, May 21, 9am – 5pm*
- 2) *A request is being made to waive the 21' maximum boat length regulation.*
- 3) *A request is being made to waive the requirement for a daily boat permit. (Note that registration will require proof of insurance and valid registration.)*

The beach has been rented for a separate, private, wedding event on Friday, May 20, 2022 from 7:00pm – 10:00pm. The 1927 Lake Lure Inn & Spa will host a welcome party for the BRCACBS club at a private venue on their own property on Friday, May 20, 2022, as well as the general public, with tickets purchased in advance, and available for sale.

- 4) *A request is being made to waive the Alcohol ordinance for Saturday, May 21, 2022 – 9:00am – 5:00pm.*
- 5) *A Cash Bar peddlers ordinance waiver is requested for Lake Lure Beach Sat, May 21, 2022 –9:00am –5:00pm*
  - a. *Guests will be monitored inside the fenced area of the beach, in accordance with town regulations for the consumption of alcohol on town property. Alcohol will not be allowed outside of the fenced areas of the beach.*
  - b. *Glass bottles are disallowed per town ordinance.*
  - c. *Beer and wine are the only permissible alcoholic beverages for sale during the ordinance waiver. No liquor.*

The Spring Classic Boat and Auto show is scheduled for May 20-21, 2022. To support these events, the car show vendors will be set up in Town Center and arrangements must be made to accommodate the cars in the auto show and visitor parking. A request is made for the following:

- 6) *Close public parking along beach from Pool Creek to the Waterpark, which will be open for event show cars only. Allocation for one marked parking spaces between each vehicle to allow for additional social distancing requirements.*
- 7) *Allow vehicles & boat trailers on the beach.*
- 8) *Allow temporary signage on the street in the event site for auto show not to exceed 8 square foot per side and not located in any intersection site triangle.*
- 9) *Waive the Peddling Ordinance in support of the event.*

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To waive the following:

- 1) Noise Ordinance
- 2) 21' maximum boat length restriction
- 3) Requirement for daily boat permits
- 4) Alcohol Ordinance
- 5) Peddling Ordinance

And to....

- 6) Close public parking along the Beach from Pool Creek to the water park Friday May 20 – Sat. May 21, 2022.
- 7) Allow vehicles & boat trailers on the Beach for display
- 8) Allow temporary signage on the street at the event site for the auto show not to exceed 8 square foot per side and not located in any intersection site triangle.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends approval of waivers.



**2022 Lake Lure Spring Classic  
Boat and Auto Show  
May 20-21, 2022  
Registration Form  
(NO EMAIL REGISTRATIONS ACCEPTED)**



|  |   |
|--|---|
| Boat Registration for the show (land and water display same rate) <i>(one boat per registration form)</i><br><i>Proof of minimum of \$300,000 water liability insurance and current registration is required with application.</i>   | \$35.00 _____<br>(Water and land registration fees) |
| Captain and Mate Names: _____ ACBS# _____  |   |
| Email Address: _____   |   |
| Cell Phone(s): _____   |   |
| Water Boat Launch <b>Date</b> Preference (circle one) <i>Date confirmed 2 weeks prior</i>  | THURSDAY      FRIDAY                                |
| Water Boat Launch <b>Time</b> Preference (circle one) <i>Time confirmed 2 weeks prior</i>  | 9a – 11a      11a-1p<br>1p3-p      3p-5p            |
| <b>Friday, May 20, 2022 – Excursions on the water 12pm – 5pm (no parade of boats)</b>  | YES / NO  |
| <b>Friday, May 20, 2022: 6pm</b> –Dinner Roosevelt Hall #attending _____ x \$30.00/person<br>..... # of children (12 and under) #attending _____ x \$15.00/kid<br><i>Special dietary requests, please notify Patrick Bryant at <a href="mailto:pbryant@lakelure.com">pbryant@lakelure.com</a> or (828)-279-9897 by 2 weeks prior</i> | \$ _____<br>Adults<br>\$ _____<br>Kids under 12     |
| <b>Saturday, May 21, 2022 9:00am-4:00pm</b> – Boat Show Only (free attendance to public)   | No Charge for access                                |
| (_____) I am interested in giving rides to the public  |   |
| Land Display is on Lake Lure Beach, on packed sand (10' x 25' space provided)  | (see above for fees)                                |
| CHECK TOTAL AMOUNT ENCLOSED: (U.S. Funds Only)<br><i>REFUNDS: \$15.00 retained handling fee before April 26, 2022. No Refunds after April 26, 2022</i>   | \$ _____<br><b>GRAND TOTAL ENCLOSED</b>             |

**Signature** \_\_\_\_\_ **Print** \_\_\_\_\_ **Date** \_\_\_\_\_

*Antique and Classic Boat Society Boat Specifications: Any boat that is over 25 years old regardless of type of construction with the exception of pontoon boats or personal watercraft. (Boats newer than 25 years must be of a contemporary design.)*

|  |
|--|
| <p><b><u>Boat Registration &amp; Information (one boat per registration form)</u></b><br/> <i>Registered boats must confirm to ACBS Classification Guide</i><br/> <b><u>There are only 26 uncovered dock slips available. Spaces will be pre-assigned in order of receipt of registration forms.</u></b><br/> <i>Once capacity is reached, only on-trailer beach display or open water anchored boat spaces will be available.</i><br/> <b><u>Proof of minimum of \$300,000 water liability insurance and current registration is required with application.</u></b></p> <p>Year _____ Manufacturer _____ Name: _____</p> <p>Length _____ Model _____ Engine _____ Cy/Hp _____</p> |
|--|

To register, please complete and mail completed forms and check, made payable to:  
 Lake Lure Tours, P.O. Box 10, Lake Lure, NC 28746  
 Registration Questions, please contact:  
 Sonya Ledford – Office: (828)-625-1373 Cell: (828)-980-1727 Email: [sonya.ledford@lakelure.com](mailto:sonya.ledford@lakelure.com)  
 Additional BCRS Questions, call John Heiderich at (864)-231-9614

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Budget Amendment (BA) # 325 – Fire Department’s Emergency Tabletop Exercise

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** E  
**Department:** Water/Sewer Fund  
**Contact:** Sam Karr  
**Presenter:** Sam Karr

**BRIEF SUMMARY:** Cover budget for the Fire Department’s Emergency Tabletop Exercise.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Approve budget amendment #325.

**FUNDING SOURCE:**

Transfer from Fund Balance

**ATTACHMENTS:**

Budget Amendment #325

**STAFF’S COMMENTS AND RECOMMENDATIONS:**

Accept budget amendment #325 for tabletop exercise.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

**Department:** Fire Department

**Purpose:** Approve budget for Fire Departments Emergency Tabletop Exercise

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

| <b>Line Item</b> | <b>Account Number</b> | <b>Amount Decrease</b> | <b>Amount Increase</b> | <b>Amended Budget</b> |
|------------------|-----------------------|------------------------|------------------------|-----------------------|
| 691              | 434000                |                        | \$10,000               | \$10,000              |

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

Account Name: **Transfer From Fund Balance**  
Account Number: **10-398604**  
Amount: **\$10,000.00**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Budget Amendment (BA) #326 and Request for Contractor for Well Water System Operator in Responsible Charge

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** F  
**Department:** Water  
**Contact:** Dean Lindsey, Public Services  
**Presenter:** Dean Lindsey, Public Services

**BRIEF SUMMARY:** Due to the vacancy of the Towns Water Supervisor we must have a Certified Water operator with a Well-C Certification. This will need to be contracted through a third party until we actively pursue to get our current employees Well-C Certification. Total costs are as follows:

|          |                   |          |
|----------|-------------------|----------|
| Monthly: | Firefly Cove      | \$300.00 |
|          | Town of Lake Lure | \$600.00 |
|          | Chimney Rock      | \$400.00 |

Total: \$1,300.00      Total Funding for remainder of Budget Year: **\$5,200.00**

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve Budget Amendment (BA) #326 and Request for Contractor for Well Water System Operator in Responsible Charge.

**FUNDING SOURCE:** Water/Sewer Fund Equity

**ATTACHMENTS:** BA #326

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of Budget Amendment (BA) #326 and Request for Contractor for Well Water System Operator in Responsible Charge.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

**Department:** Water Department

**Purpose:** Contractual Operator to be Operator in Responsible Charge

**Section 1.** To amend the Water/Sewer Fund, the expenditures are to be changed as follows:

| <b>Line Item</b> | <b>Account Number</b> | <b>Amount Decrease</b> | <b>Amount Increase</b> | <b>Amended Budget</b> |
|------------------|-----------------------|------------------------|------------------------|-----------------------|
| 691              | 713000                |                        | \$5,200                | \$23,200              |

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

Account Name: **Transfer From W/S Fund Equity**  
Account Number: **53-398602**  
Amount: **\$5,200.00**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Budget Amendment (BA) #327 - Request for Sewer Maintenance Equipment for Lake Lure Sewer System

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** G  
**Department:** Sewer  
**Contact:** Dean Lindsey, Public Services Director  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:** The equipment requested is for maintenance and repair of the town's Lake based and land-based sewer system. The equipment will allow us to clean our pipes, inspect and document our leaks and clear any blockages that have been identified. This is part of our effort to identify and repair some of our leaks in the system to bring our Waste Water Treatment Plant back into operational conditions.

Equipment that is being purchased:

- |  |             |
|--|-------------|
| - 400 ft. Open Reel Camera inspection System | \$14,000.00 |
| - Trailer mounted Jetter System              | \$59,000.00 |

Total: \$73,000

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve Budget Amendment #327 and request for sewer maintenance equipment for Lake Lure Sewer System.

**FUNDING SOURCE:** Water/Sewer Fund

**ATTACHMENTS:** BA #327

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends the approval of Budget Amendment #327 and request for sewer maintenance equipment for Lake Lure Sewer System.



**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

**Department:** Sewer Department

**Purpose:** Purchase Sewer Maintenance Equipment

**Section 1.** To amend the Water/Sewer Fund, the expenditures are to be changed as follows:

| <b>Line Item</b> | <b>Account Number</b> | <b>Amount Decrease</b> | <b>Amount Increase</b> | <b>Amended Budget</b> |
|------------------|-----------------------|------------------------|------------------------|-----------------------|
| 583              | 80000                 |                        | \$73,000               | \$73,000              |

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

Account Name: **Transfer From W/S Fund Equity**  
Account Number: **53-398602**  
Amount: **\$73,000.00**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Cover outstanding invoices incurred by Labella on-call professional services regarding sewer assistance for Phase 6-Design & Permitting & Bid, and Phase 11-Survey Design, Permit & Bid Phase

**AGENDA INFORMATION:**

**Agenda Location:** Consent  
**Item Number:** H  
**Department:** Water/Sewer Fund  
**Contact:** Sam Karr  
**Presenter:** Sam Karr

**BRIEF SUMMARY:** Cover projects incurred by LaBella Engineering for on-call sewer assistance.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Approve budget amendment #328.

**FUNDING SOURCE:**

Transfer from Water/Sewer Fund Equity to be adjusted with Project Fund.

**ATTACHMENTS:**

Budget Amendment Form

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Accept budget amendment #328 for Sewer project.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

**Department:** Sewer-Engineering

**Purpose:** Cover outstanding invoices incurred by LaBella Engineering for on-call professional services regarding sewer assistance for Phase 6-Design & Permitting & Bid(\$87,000), and Phase 11-Survey, Design, Permit & Bid(\$170,100).

**Section 1.** To amend the Water/Sewer Fund, the expenditures are to be changed as follows:

| <b>Line Item</b> | <b>Account Number</b> | <b>Amount Decrease</b> | <b>Amount Increase</b> | <b>Amended Budget</b> |
|------------------|-----------------------|------------------------|------------------------|-----------------------|
| 190              | 53-71400              |                        | \$257,100              | \$600,926             |
|                  |                       |                        |                        |                       |

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

Account Name: **Transfer From Water/Sewer Fund Equity**  
Account Number: **53-398602**  
Amount: **\$257,100**

**Section 2.** I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Section 3.** Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date:** April 12, 2022

**SUBJECT:** Approval of the Lake Lure Farmers Market as a Town Sanctioned Event with Suspension of Chapter 8 Article II: “Peddlers” Code of Ordinances and Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** I  
**Department:** Administration  
**Contact:** Laura Doster, Director, Chamber of Hickory Nut Gorge  
**Presenter:** Laura Krejci, Communications Director

**BRIEF SUMMARY:** The Chamber of Hickory Nut Gorge would like to host a Lake Lure Farmers Market every Friday from 3:00 PM until 7:00 PM from June 3, 2022 through September 2, 2022 in the Keeter Field, Lake Lure, NC 298746. They are requesting a waiver of the Town’s Peddling Ordinance and the Noise Ordinance for this weekly event.

Tents may be utilized for this event and mobile food trucks may be invited to participate in these weekly events. Foothills health Department Permits as well as Town of lake Lure Mobile Food Truck Permits will be required for each mobile food truck. A Fabric Structure Permit will be required for any tents that exceeds 500 square feet.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the Lake Lure Farmers Marker as a Town Sanctioned Event, suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances, and Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.

**FUNDING SOURCE:** Not Applicable

**ATTACHMENTS:** Application for Permit for Entertainment Event

**STAFF’S COMMENTS AND RECOMMENDATIONS:** The Lake Lure Events Team has reviewed the Entertainment Event Permit for this event and believes the Lake Lure Farmers Market will be a welcomed addition to the community. The products will expand options for residents and visitors and will draw people to the Lake Lure Town Center. Chapter 8 Article II of the Code of Ordinances prohibits the sale of merchandise or other items within the corporate limits of the town. The suspension of the ordinance for these specific dates allows vendors to sell a variety of produce and products throughout the event. Waiver of the Noise Ordinance will allow the event to include the use of an amplifier for music and announcement.

TOWN OF LAKE LURE  
Lake Lure, North Carolina



APPLICATION FOR PERMIT  
ENTERTAINMENT EVENT

Section 84.04(C) states that a permit, approved by the Town Manager, is required "to produce programs in music, speeches, or general entertainment." In order to assist the manager in his decision as to whether a permit should be granted or denied, the following information is required. not all questions pertain to every request. Please complete the relevant questions.

**ENFORCEMENT:** Event coordinators must be able to produce a signed copy of this permit during the event.

DESCRIPTION OF EVENT

Name of event LAKE LURE FARMERS MARKET  
Type of event Outdoor Market Location Keeter Field  
Date(s) of event 6/3- 9/2 Hours Every Friday 3pm-7pm

PROMOTER

Name of organization Chamber of Hickory Nut Gorge w/ BARN  
Contact person LAURA DOSTER Phone 828-625-2725 FAX \_\_\_\_\_  
Mailing address P.O. Box 32 Chimney Rock, NC 28720

EVENT SITE

Name and address of property owner GEORGE WITTMER  
Phone (828) 625-2019  
Type of approval from owner (lease, contract, letter, etc.) MOU  
Size of property (acres) \_\_\_\_\_ Size of structure (square feet) N/A  
Maximum occupancy of building N/A Does the structure have a Certificate of Occupancy? N/A

IMPACT ON SURROUNDING AREA

Noise

Will this event use an amplified sound system? yes - musicians

What means will be employed to ensure the sound from the event will not disturb persons on adjacent and nearby property? (check all that apply)

|                                     |   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> |   |
| <input checked="" type="checkbox"/> | Speaker placement: aimed away from adjacent property and away from lake |
|                                     | Pipe and drape: used to cover hard surfaces that directly reflect sound |
| <input checked="" type="checkbox"/> | Volume limits & decibel meters used: (describe)<br><u>Amplifiers</u>    |
| <input checked="" type="checkbox"/> | Event coordinators to take appropriate response to complaints           |
|                                     | Other:  |

Parking and Traffic Control

How many persons are expected to attend the event? 10-20 at a time

How many parking spaces will be needed (assuming 1 space for each 3 attendees)? 10

How many parking spaces are available on site? 30

If off-site parking will be required, where will it be located? N/A  
Attach authorization from owner(s) of all property to be used for off-site parking and list number of spaces to be provided on each property.

If off-site parking will be provided at a distance of greater than 600' from the event, state how attendees will get from parking to event. N/A

How will attendees be told where to park? it is a designated parking area/lot

If event will attract more than 100 vehicles, describe traffic control methods proposed. \_\_\_\_\_

Lighting

Will additional exterior lighting be used for the event? No

If so, what means will be used to prevent lighting from disturbing persons on adjacent and nearby property? N/A

OTHER CONSIDERATIONS

Food and beverages

If location is not an existing restaurant, will food be served outside? yes - food truck

If so, what means will be used to ensure cleanup of refuse? dumpsters + market personnel to Remove trash

Will alcoholic beverages be served? NO

Sanitary facilities

Do sufficient sanitary facilities exist on the property to accommodate the expected number of attendees? yes

If not, what means will be used to provide them? We can order porta johns if Necessary

Security

If the expected number of attendees exceeds 300, what provisions have been made for crowd control?  
N/A

APPLICANT

Name Laura Doster

Date 3/17/22

Address 107 arcade St  
LAKE WARE, NC 28746

Phone (828) 625-2725

Fax \_\_\_\_\_

**Applicant agrees to comply with all applicable state, county, and town regulations**

Signature Laura Doster

|   |                       |
|---|-----------------------|
| This application has been <input checked="" type="checkbox"/> approved<br><input type="checkbox"/> denied |                       |
| <u>Olive Stinson</u><br>Town Manager  | <u>4/7/22</u><br>Date |
| <u>Sam Humphreys</u><br>Chief of Police   | <u>4/6/22</u><br>Date |

# X

## New Business

- A. PANGAEA Service Agreement –  
Second Amendment
  
- B. Schnabel Work Order No. 7 – Professional  
Dam Engineering Services for the  
Reservoir Drain Construction at Lake Lure  
Dam
  
- C. Valve Procurement Method Approval
  
- D. Dam Conceptual Design Decision
  
- E. Ordinance No. 22-04-12 an Ordinance  
Amending Section 36-231(d) of the Zoning  
Regulations



**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** PANGAEA Service Agreement – Second Amendment

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Department:** Administration  
**Contact:** Olivia Stewman, Clerk / Interim Manager  
**Presenter:** Olivia Stewman, Clerk / Interim Manager

**BRIEF SUMMARY:** PANGAEA Internet has sent a proposed service agreement including the second amendment to the original PANGAEA agreement. The amendments in the service agreement, per discussions between PANGAEA and Interim Town Manager, include the following:

- Installing fiber and providing 100 MB Download/100 MB Upload internet service to two additional town locations at no cost
- PANGAEA will provide 100 MB Download/100 MB Upload (instead of 25/5 MB) at Town Hall at no charge.
- PANGAEA will no longer support the free public Wi-Fi network (PANGAEA has provided free service since 2015 and the network equipment is now end of life – we will not remove the equipment, but will no longer repair or replace it).
- The Town will add an additional equipment room space for PANGAEA’s exclusive use: 50% of the storage/equipment closet at the end of the Town Council table in the large meeting room. The Town will provide power to the space for PANGAEA’s use. PANGAEA will pay for electrical work to add this space to the building’s generator.
- PANGAEA has requested a five (5) year contract with five optional one year extensions.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve/deny the proposed PANGAEA Service Agreement – Second Amendment

**ATTACHMENTS:** PANGAEA Service Agreement – Second Amendment

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Staff recommends that Council approve/deny the proposed PANGAEA Service Agreement – Second Amendment

## **SECOND AMENDMENT TO PANGAEA SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PANGAEA SERVICES AGREEMENT (this "Second Amendment") is made and entered into as of the 15<sup>th</sup> day of April, 2022 (the "Second Amendment Effective Date"), by and between the Town of Lake Lure (the "Town"), and e-Polk, Inc. d/b/a PANGAEA Internet, a North Carolina nonprofit corporation, having its principle place of business at 75 South Trade Street, Suite C, PO Box 340, Tryon, North Carolina 28782 ("PANGAEA").

WHEREAS, the Town and PANGAEA entered into that certain PANGAEA Services Agreement dated as of April 15, 2016 (the "Services Agreement"), and certain First Amendment to PANGAEA Services Agreement dated as of October 19, 2016 (the "First Amendment"), whereby (i) PANGAEA agreed to provide certain rights and services (the "PANGAEA Services") to the Town in connection with certain PANGAEA Fiber running from the Lake Lure Town Hall building, including the Police Department (the "Town Hall Building") to the Lake Lure Fire Department, the Lake Lure Dam House, the Lake Lure Water Tower, and the Lake Lure Public Works facility (collectively, the "Town Fibers"), and (ii) the Town granted PANGAEA an exclusive license and right to use certain "Licensed Areas" (including, but not limited to, the Town Hall Building) to house and maintain PANGAEA equipment (an "Exclusive Equipment License"); and

WHEREAS, the Town and PANGAEA now desire to further amend certain provisions of the Services Agreement (as amended by the First Amendment) to provide that: (i) PANGAEA will increase the level of bandwidth provided to the Town under the Services Agreement; (ii) PANGAEA will install PANGAEA Fiber and provide internet bandwidth service to the former Lake Lure Golf Course clubhouse; (iii) upon the written request of the Town, PANGAEA will install and connect PANGAEA Fiber running from the Town Hall Building to 2654 Memorial Highway, Lake Lure; (iv) in order to serve more Lake Lure residents and businesses with high speed internet, the Town will grant PANGAEA an Exclusive Equipment License and the right to use certain additional Licensed Areas; (v) the term of the Services Agreement will be extended for a period of five (5) years (beginning on the Second Amendment Effect Date), followed by automatic one (1) year renewal terms thereafter; and (vi) PANGAEA will no longer maintain or support the free public Wi-Fi network, which equipment has reached technology end-of-life.

NOW THEREFORE, for good and valuable consideration, including the mutual promises, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

**1. Amendments to Services Agreement.** The parties agree that the Services Agreement is hereby amended as follows:

1.1 Amendment to Section 1. The parties hereto hereby amend Section 1 of the Services Agreement by deleting Section 1 in its entirety and replacing it with the following new Section 1:

**1. PANGAEA Services.**

(a) PANGAEA Services. During the Term of this Agreement (as defined in Section 6(a)), PANGAEA will grant the following rights and provide the following services to the Town (collectively, the "PANGAEA Services"): (i) the license and right to use the Town Fibers; (ii) the mutual right to use the Patch Panel with PANGAEA; (iii) high-speed internet and bandwidth access service with minimum bandwidth capacities of 100 MB Download and 100 MB Upload to the Town Hall and the LLGC Clubhouse (as defined in Section 1(b) below) at no charge and in accordance with the standards described in the PANGAEA Service Level Agreement then in effect (the "PANGAEA SLA"); and (iv) maintenance and repair of the Town Fibers and the Patch Panel in accordance with the standards described in the PANGAEA SLA.

(b) LLGC Clubhouse Fiber. PANGAEA will (at no charge to the Town) install PANGAEA Fiber to the Lake Lure Golf Course clubhouse located at 658 Memorial Highway, Lake Lure (the “LLGC Clubhouse Fiber”) and provide 100 MB Download and 100 MB Upload internet bandwidth.

(c) Optional Fiber. Upon the written request of the Town, PANGAEA will (at no charge to the Town) connect one (1) strand of PANGAEA Fiber running from the Town Hall Building to 2654 Memorial Highway, Lake Lure (the “Optional Fiber”). Upon installation, the Optional Fiber will be deemed to be part of the “Town Fibers,” and PANGAEA will provide the Town with the license and right to use the Optional Fiber in accordance with Section 1(a) of this Agreement.

1.2 Amendment to Section 2. The parties hereto hereby amend the Services Agreement by adding an additional subsection 2(c) and Section 2(d) to Section 2 as follows:

(c) Storage Closet Space. The Town hereby grants PANGAEA an Exclusive Equipment License and right to use fifty percent (50%) of the total area of that certain storage/equipment closet located at the end of the Town Council table in the large Town Hall Building meeting room (the “Storage Closet Space”), and the Storage Closet Space shall be deemed to be an additional “Licensed Area” as defined in Section 2(a). PANGAEA agrees to pay the costs for the electrical work required to add the Storage Closet Space to the Town Hall Building’s generator, and the Town hereby agrees to provide power to the Storage Closet Space for PANGAEA’s use during the Term.

(d) PD Equipment Room Rack. In the event that PANGAEA installs the Optional Fiber as provided under Section 1(c) of this Agreement, upon such installation: (i) the Town shall be deemed to have granted PANGAEA an Exclusive Equipment License and right to use one (1) additional full size equipment rack (provided by PANGAEA) in the Police Department equipment room located in the Town Hall Building (the “PD Equipment Room Rack”); (ii) the PD Equipment Room Rack shall be deemed to be an additional “Licensed Area” as defined in Section 2(a); and (iii) the Town shall provide power and generator backup to the PD Equipment Room Space for PANGAEA’s use during the Term.

1.3 Amendment to Section 6(a). The parties hereto amend Section 6(a) of the Services Agreement to extend the Term for a period of five (5) years from April 15, 2022, with automatic one (1) year renewal terms thereafter, by deleting Section 6(a) of the Services Agreement in its entirety, and replacing it with the following new Section 6(a):

(a) Term. The term of this Agreement (the “Term”), originally running from April 15, 2016 and extended through April 15, 2022, shall be extended for an additional period of five (5) years and continue in full force and effect through and until April 15, 2027 (the “Extended Term”), and shall be renewed thereafter for additional one (1) year terms (each a “Renewal Term”), for up to a total of five (5) Renewal Terms; provided that: (i) either party shall have the right to terminate this Agreement, with or without cause, at the end of the Extended Term or any subsequent Renewal Term, by providing written notice of termination to the other party at least thirty (30) days prior to the expiration of such Extended Term or Renewal Term; and (ii) either party shall have the right to terminate this Agreement for Cause as provided for in Section 6(c) below.

**2. Limited Amendment**. All terms and conditions of the Services Agreement, the First Amendment, and other agreements of the parties that are not expressly modified by this Second Amendment remain in full force and effect.

**3. Miscellaneous**.

3.1. Entire Agreement; Amendment; Governing Law. This Second Amendment, and the Services Agreement and First Amendment as amended hereby, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes any and all prior and

contemporaneous agreements and understandings between the parties with respect thereto. The internal laws of the State of North Carolina (regardless of conflict of laws principles) shall govern all issues concerning the construction, validity and interpretation of this Second Amendment.

3.2 Counterparts. This Second Amendment may be executed in any number of counterparts, some of which may have signature pages differing as to form, each of which shall be enforceable against the parties actually executing such counterparts and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by its duly authorized representative as of the day and year first above written.

**E-POLK, INC. d/b/a PANGAEA**

**TOWN OF LAKE LURE**

By: \_\_\_\_\_  
Name: Ron Walters  
Title: Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
**Finance Officer, Town of Lake Lure**

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Schnabel Work Order No. 7 – Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Administration  
**Contact:** Olivia Stewman, Clerk / Interim Manager  
**Presenter:** Olivia Stewman, Clerk / Interim Manager

**BRIEF SUMMARY:** The Town of Lake Lure (Town) is planning the installation of the reservoir drain as the first phase in the overall rehabilitation of Lake Lure Dam. The objectives of Schnabel’s services proposed under this work order are to provide additional engineering design, additional permitting support, bid phase, and construction phase services for the installation of the reservoir drain at Lake Lure Dam. The total lump sum fee for these services is \$604,608.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve Schnabel Work Order No. 7 – Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam

**ATTACHMENTS:** Schnabel Work Order No. 7 – Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Staff recommends that Council approve Schnabel Work Order No. 7 – Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam



April 4, 2022

Ms. Olivia Stewman  
Interim Town Manager  
Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**Subject: 18P21021.04.02, Work Order No. 7, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam, Lake Lure, North Carolina**

Dear Ms. Stewman:

**SCHNABEL ENGINEERING SOUTH, P.C.** (Schnabel) is pleased to submit this work order proposal for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam.

## **BACKGROUND**

The Town of Lake Lure (Town) is planning the installation of the reservoir drain as the first phase in the overall rehabilitation of Lake Lure Dam. In addition to addressing a major dam safety requirement, the reservoir drain will allow the Town to further lower the reservoir level, beyond the limitations of the existing spillway gates, to support the rehabilitation of the sanitary sewer system and additional maintenance activities such as lake dredging or work on the spillway gates. During the virtual workshop held on March 17, 2020, with representatives from the Town, the Town's consultants, NCDEQ Dam Safety, and the regulatory agencies responsible for the sanitary sewer system, NCDEQ Dam Safety indicated that they were agreeable to this phased approach of first installing the reservoir drain. At this time, LaBella Associates, P.C. (LaBella), the Town's consultant responsible for the sanitary sewer system improvements, is in the process of developing the environmental evaluation and design and permitting documents required to support the sanitary sewer system rehabilitation. The reservoir drain system design being developed by Schnabel is nearing completion and will be submitted to NCDEQ Dam Safety for approval in April 2022. The Town has elected to move forward with the procurement of the reservoir drain valves and those valves will be purchased using the Town's capital reserve funding.

## **SCOPE OF SERVICES**

The objectives of Schnabel's services proposed under this work order are to provide additional engineering design, additional permitting support, bid phase, and construction phase services for the installation of the reservoir drain at Lake Lure Dam. Services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina. The scope of services for this portion of the project is described in detail below.

### **Task 01 – Permitting Support**

Schnabel will coordinate with and obtain approval from NCDEQ Dam Safety for the sewer penetration and attachment. We anticipate at least one meeting will be required to review the proposed design with NCDEQ Dam Safety. We have assumed that LaBella will submit the design package to NCDEQ Dam Safety.

Schnabel and our environmental consultant, Mogensen Mitigation, will obtain the additional environmental approvals required for the reservoir drain construction and temporary access road, including those required from the USACE and NCDEQ Water Quality. Mogensen Mitigation will also prepare the EHP Checklist required by FEMA.

Permit fees are not included in this scope of services.

### **Task 02 – Bid Phase Services**

The bidding process for the reservoir drain construction will be divided into two phases. The first phase will include the valve procurement and the second phase will include the construction bidding process. Schnabel will provide assistance during each phase as follows:

#### ***Valve Procurement (Task 02A)***

- Schnabel will compile the valve procurement design package, including the design memorandum, drawings, and specifications.
- Schnabel will prepare a valve procurement request for qualifications (RFQ) and “front-end” contract documents and distribute these documents to prospective valve manufacturers.
- Schnabel will facilitate a virtual pre-bid meeting with the valve manufacturers.
- Schnabel will review questions from prospective valve manufacturers and prepare and issue up to two bid addenda.
- Schnabel will review the qualifications and bids and provide a recommendation of award to the Town.
- Schnabel will prepare a set of conformed contract documents to include the addenda issued and provide the documents in digital format.

#### ***Construction Bidding (Task 02B)***

- Schnabel will prepare the front-end (Div 00) bid documents and compile them into a Project Manual. We have assumed that the Town will post the advertisement for bids and bidding documents and pay any associated advertisement fees.
- Schnabel will attend a pre-bid meeting and a pre-bid site visit with prospective bidders.
- Schnabel will review questions from prospective bidders and prepare and issue up to three bid addenda.
- Schnabel will review the bids and provide a recommendation of award to the Town. We have not included attendance at the bid opening in our scope of services.
- Schnabel will prepare a set of conformed contract documents to include the addenda issued and provide the documents in digital format.

### **Task 03 – Construction Phase Services**

The construction services scope of work proposed herein includes providing construction observation and documentation as will be required by the contract documents. In addition, Schnabel will provide contract administration services for the execution of the contract between the Owner (Town) and the selected Contractor. This is a unique project requiring a high level of engineering support and observation during construction since the work will be performed under near full head conditions (at or above the existing spillway gate sill elevation). As a result, Schnabel typically provides a full-time Resident Project Representative (RPR) to meet the daily demands for quality assurance of the project. In order to develop the preliminary fees for this task, we assumed construction of the proposed improvements will take approximately 4 months to complete. If the selected Contractor indicates the actual schedule will differ from this assumption, we request the opportunity to revise our fees for this task.

#### ***Roles and Responsibilities:***

Schnabel's construction project team will consist of the following staff:

- Project Manager
- Project Engineer / Engineer-of-Record (EOR)
- Contract Administrator
- Resident Project Representative (RPR)
- Support Engineers to assist with construction observation, documentation, answer questions, confirm criteria, review submittals, respond to RFIs, review change orders, evaluate differing site conditions, etc.
- Construction Field Technicians, as necessary, to support the RPR with quality assurance observation and testing

The management of the project engineering team will be the responsibility of the Project Manager, and the Project Manager will also be the liaison with the Town. The Project Engineer / Engineer-of-Record (EOR) will be professionally responsible for evaluating the construction's conformance with the approved design documents. Our Project Engineer, Contract Administrator, and/or their designated representative(s) will make bi-weekly site visits and attend on-site progress meetings with the Town and the selected Contractor. We have allocated 24 hours per month on average for these site visits and meetings plus additional general coordination with our RPR and the selected Contractor and technical reviews. We have also allocated an additional 4 hours per week for routine project management activities.

Administrative issues pertaining to the Contract Documents, including Requests for Interpretation (RFIs), pay requests, work directives, change orders, shop drawings, submittals, and managing paperwork flow to the proper engineer review team, will be coordinated through and by the Contract Administrator. The Contract Administrator is budgeted for 10 hours per week for the duration of construction.

Support Engineers will be available to our project team to review submittals from the Contractor for items like dewatering, excavation, foundation anchors, reservoir drain gate/valve installation, concrete batching, concrete placement (steel tying, formwork, concrete pumping, and consolidation), reservoir drain gate/valve testing and commissioning, test data review, and other engineering aspects of the project. Support engineering site visits are also anticipated to observe key aspects of construction and to assist



**Town of Lake Lure**  
**Lake Lure Dam – Work Order No. 7 Proposal**

the project team with unforeseen issues, clarify design intent, and resolve acceptability of questionable work. We have allocated 12 hours per week as a combined total for engineering support. In addition, we have included four shop inspections during fabrication, including one of the bulkhead, trash rack, knife gate, and jet flow gate.

Schnabel will also provide full-time construction observation services to provide the selected Contractor with a clear understanding of the design approach and validate that activities are completed in a manner appropriate to the needs of the project. As a part of the quality assurance plan, Schnabel's RPR will provide the following services:

- Attend project coordination and construction progress meetings.
- Observe construction layout of the project.
- Take pre-construction site photographs to validate site conditions prior to the initiation of contractor activities at the site.
- Observe the selected Contractor's activities for compliance of work with the contract documents.
- Observe materials delivered to the site and compare to approved shop drawings and/or specification requirements.
- Assess performance of the work in relation to the project schedule.
- Maintain detailed log books; take photographs of all work in progress; document manpower and equipment on site; and prepare reports for concrete placements, structural modifications, and other activities at the sites.
- Provide regular contact and coordination with our EOR and designated personnel from the Town and other agencies.
- Coordinate site activities with the selected Contractor and review the selected Contractor's monthly payment estimates before they are submitted to the Town for processing.
- Manage and/or perform the required quality assurance testing and sample preparation activities in coordination with local quality assurance technicians (see below) and the selected Contractor's quality control personnel.
- Maintain record drawing information and coordinate Contractor record drawing information for use in developing complete record drawings of the projects.

In addition to the RPR and engineering support through construction, Schnabel will subcontract with a local construction testing firm to perform field and laboratory quality assurance testing services for concrete. Based on our experience with similar projects, we have assumed that technician support will be required for up to 10 full-day site visits over the course of the estimated 4-month long project.

***Close-Out Documents:***

Project close-out documents will include final record documents prepared by Schnabel and reservoir drain operation and maintenance instructions provided by the gate/valve manufacturer. The Contract Administrator will coordinate development of the Record Drawings. He or she will consolidate our records with those maintained by the Contractor and oversee development of a final set of Record Drawings. These Record Drawings will be approved and sealed by the EOR and provided to NCDEQ Dam Safety for approval. We have assumed that the Town will provide any construction approval fees required by NCDEQ Dam Safety.

**Town of Lake Lure**  
**Lake Lure Dam – Work Order No. 7 Proposal**

Schnabel will also provide services for construction close-out including a final walk through with the Owner and Contractor, development of punch list(s), review of final pay application, and processing of Contractor closeout submittals.

**EXCLUSIONS**

Services not specifically identified above are not included in the scope of services under this agreement. The following services are specifically not included in our proposed scope:

- Permit fees.
- Development of pre-qualifications package for prospective construction contractors and review of prospective bidder qualifications.
- Attendance at meetings not listed above.
- Construction services other than those listed and beyond the durations discussed under Task 02 above.
- Preparation of a comprehensive Operation and Maintenance (O&M) Manual for the dam.
- Construction approval fees required by NCDEQ Dam Safety.
- Post-construction monitoring.

**PROJECT FEES**

The lump sum fee for these services is **\$604,608.00**. A summary of this fee by task is included in the table below, and a detailed breakdown of this fee is included as Attachment 1. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

Breakdown of Fees

| <b>Task</b>  | <b>Fee Type</b> | <b>Fee</b>       |
|--|-----------------|------------------|
| Task 01 – Permitting Support                         | Lump Sum        | \$26,950         |
| Task 02A – Bid Phase Services – Valve Procurement    | Lump Sum        | \$54,200         |
| Task 02B – Bid Phase Services – Construction Bidding | Lump Sum        | \$27,384         |
| Task 03 – Construction Phase Services                | Lump Sum        | \$496,074        |
| <b>Total Lump Sum Fee:</b>                           |                 | <b>\$604,608</b> |

**PAYMENTS**

Invoices will be submitted monthly for services provided during the preceding month. A breakdown of labor hours and expenses will be provided with each invoice. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 3).

**Town of Lake Lure**  
**Lake Lure Dam – Work Order No. 7 Proposal**

**GENERAL**

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town will apply to the services proposed herein. Your acceptance of this work order proposal by signing and returning one copy of this letter will form our agreement for these services. You may transmit your acceptance of this proposal electronically with the understanding that the signature on the electronic document will be considered an original signature. This work order proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and look forward to continuing to work with the Town on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

**SCHNABEL ENGINEERING SOUTH, P.C.**



Jonathan M. Pittman, PE  
Project Manager / Senior Vice President

JMP:CMJ

Attachments:

- (1) Detailed Fee Breakdown (1 sheet)
- (2) Schedule of Personnel Fees (1 sheet)
- (3) Professional Services Agreement and Terms and Conditions (5 sheets)

Town of Lake Lure  
Lake Lure Dam – Work Order No. 7 Proposal

This work order proposal is:

ACCEPTED BY: \_\_\_\_\_ TOWN OF LAKE LURE, NC \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_





**SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA**  
**Effective until December 31, 2022**

|  |             |
|--|-------------|
| Senior Consultant  | \$290.00/hr |
| Principal  | 285.00/hr   |
| Senior Associate   | 256.00/hr   |
| Associate  | 225.00/hr   |
| Senior Engineer/Scientist  | 190.00/hr   |
| Project Engineer/Scientist   | 165.00/hr   |
| Construction Resident Engineer/Resident Project Representative     | 165.00/hr   |
| Senior Staff Engineer/Scientist/Technologist                       | 145.00/hr   |
| Staff Engineer/Scientist/Technologist                              | 125.00/hr   |
| Senior Technician II/Construction Resident Technician (see note 4) | 119.00/hr   |
| Senior Technician I (see note 4)                                   | 99.00/hr    |
| Technician III (see note 4)  | 88.00/hr    |
| Technician II (see note 4)   | 73.00/hr    |
| Technician I (see note 4)  | 62.00/hr    |
| CADD III   | 130.00/hr   |
| CADD II  | 122.00/hr   |
| CADD I   | 99.00/hr    |
| Clerical/Admin   | 79.00/hr    |

**NOTES:**

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website [www.GSA.gov](http://www.GSA.gov) for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase by four percent on January 1, 2023, and annually thereafter.

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), dated as of September 12, 2018 (the "Effective Date"), is by and between the **Town of Lake Lure** (hereinafter "Client"), with an office at 2948 Memorial Highway, Lake Lure, NC 28746 and **Schnabel Engineering South, P.C.** (hereinafter "Consultant") with an office at 11-A Oak Branch Drive, Greensboro, NC 27408 (hereinafter collectively "Parties").

This Agreement is specific to services ("Services") required to rehabilitate and/or upgrade Lake Lure Dam, its hydro-electric generating facility, and appurtenances to meet NCDEQ Dam Safety requirements and extend the service life of the facility ("Project"). Services may include review of existing documents, investigation of the existing condition of the structure, analysis of existing and proposed conditions, design of repairs or modifications, bidding support, construction administration and oversight, and related services. The work will be performed in phases, and the Scope of Work, fees and method of compensation, schedule, and deliverables of service will be presented in individual Task Order Proposals for each phase. Services provided under this Agreement will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina.

In consideration of the mutual agreements herein expressed, the Parties contract, covenant, and agree as follows:

### 1. SCOPE OF SERVICES/COMPENSATION.

1.1 Consultant shall perform the Services set forth in individual Task Orders, which shall be governed by this Agreement. Each executed Task Order shall include the Scope of Work, fee compensation amounts and method of billing, the schedule of performance, and descriptions of the deliverables of Services..

1.2 Client shall pay Consultant for Services rendered under this Agreement on the basis set forth in each executed Task Order.

**2. TERM OF AGREEMENT.** Upon execution by the Parties, this Agreement shall have the Effective Date as set forth above and shall remain in force until all obligations related to the Services have been fulfilled, unless sooner terminated as provided herein.

### 3. ENTIRE AGREEMENT.

3.1 The Agreement between Consultant and Client consists of this Agreement, executed Task Orders, and any exhibits or attachments attached or incorporated herein. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Consultant pursuant to this Agreement are described in each executed Task Order and include the Scope of Work. Both Client and Consultant must mutually acknowledge any changes to this Agreement in writing. All work performed by Consultant on or relating to the Project is subject to the terms and limitations of this Agreement.

3.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 15, "Dispute Resolution."

### 4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

4.1 Consultant shall perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

### 5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

5.1 Client will provide rights of entry and access for Consultant to perform its Services.

5.2 Consultant will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Consultant of known or

suspected underground features in the area of the work, and Consultant will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.

5.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

## **6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.**

6.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Consultant and Consultant's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Consultant retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Consultant will provide signed and sealed versions of the final deliverables to the Client in both hard copy and electronic format. Client may make and retain copies of them for information and reference in connection with permitting, financing, bidding and construction of renovations and facility improvements relating to the Lake Lure Dam, Hydro-electric Plant and appurtenances as addressed by this Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.

6.2 At Client's request, Client may negotiate with Consultant to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Consultant, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Consultant, and b) Client will defend, indemnify and hold harmless Consultant from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Consultant may retain copies of all documents for its files.

6.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E- Data") are provided only as an accommodation by Consultant for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Consultant from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Consultant.

## **7. THIRD PARTY RELIANCE UPON DOCUMENTS.**

7.1 Consultant's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Consultant's Documents, without first obtaining Consultant's prior written consent.

7.2 No third party may rely upon Consultant's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Consultant has agreed to such reliance in advance and in writing.

## **8. ASSIGNMENT, SUBCONTRACTING.**

8.1 Neither Client nor Consultant may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.

8.2 Notwithstanding Section 8.1, Consultant may subcontract subsurface exploration, testing, and other supplemental services without notification or consent of Client.

## **9. TERMINATION, SUSPENSION.**

9.1 Termination for Convenience. The Client may terminate this Agreement for its convenience upon twenty-one (21) days written notice to Consultant. In the event of termination for convenience, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated. Consultant shall not be reimbursed for anticipatory profits.

9.2 Termination for Cause. The Client may terminate this Agreement upon fourteen (14) days written notice may terminate this Agreement if Consultant fails to substantially perform through no fault of Client and does not commence correction of such performance within five (5) days of written notice and



diligently complete the correction thereafter. In the event of termination for fault, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to effective date of termination for which Consultant has not been previously compensated. All costs and charges incurred by Client to complete the Services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to Consultant, and to the extent such deduction is insufficient to cover such costs and charges to Client, Consultant shall be and remain liable to pay Client the amount of such excess.

9.3 Client's Failure to Pay. In the event of any failure of payment by Client when due, Consultant shall have the right to suspend work on the Project and may retain any and all work products whether prepared by Consultant or submitted to Consultant by others, until payment has been brought current. In such event, Consultant shall have no liability for any damages or losses that may result from any delay associated the suspension of work or for the withholding of work products. If Client's failure to pay continues for more than sixty (60) days, Consultant may terminate this Agreement effective upon written notice to Client.

#### **10. ALLOCATION OF RISK.**

10.1 Consultant's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Consultant under this Agreement or \$3,000,000, whichever is greater.

10.2 Client and Consultant agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.

10.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

#### **11. INSURANCE.**

11.1 Consultant shall procure and maintain for the duration of the Project and three years following, with insurance carriers reasonably acceptable to the Client, the following insurance coverage:

- (a) Commercial General Liability on an occurrence form, including coverage for premises and completed operations/products, Contractual Liability, General Aggregate per Project, "xcu" coverages
  - \$1,000,000 each occurrence
  - \$ 10,000 Medical Expenses
  - \$1,000,000 Personal and Advertising Injury
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations Aggregate
- (b) Automobile Liability - Including coverage for Owned, Hired, and Non-Owned Autos
  - \$1,000,000 Combined Single Limit
- (c) Workers Compensation and Employer's Liability
  - Statutory Limits for Workers Compensation
  - \$500,000 each accident
  - \$500,000 each occurrence by disease
  - \$500,000 by disease - policy limit
- (d) Umbrella Liability – applying over all above-referenced policies
  - \$10,000,000 each occurrence
- (e) Professional Liability
  - \$3,000,000 each claim
  - \$3,000,000 annual aggregate

11.2 Additional Insured. Except for Workers Compensation and Professional Liability, policies shall include Client as Additional Insured on a primary and noncontributory basis, to include ongoing and completed operations.

## **12. INDEMNIFICATION.**

12.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Consultant's negligent performance of its Services under this Agreement.

12.2 Indemnification of Consultant. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all claims by third parties related to services provided by Consultant under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

## **13. INVOICES, PAYMENTS.**

13.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one percent (1%) per month or fraction thereof on past due payments under this Agreement.

13.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Consultant will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Consultant.

**14. NOTICE.** All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

**Client:** Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**Consultant:** Schnabel Engineering South, P.C.  
11-A Oak Branch Drive  
Greensboro, NC 27407

or to that address which the receiving Party may from time to time give notice to the other Party in writing. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver.

## **15. DISPUTE RESOLUTION.**

15.1 Claims, disputes, and other matters in controversy between Consultant and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.

15.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Consultant agree that venue for any litigation will be in the courts of the State of North Carolina, and Consultant and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

**16. FORCE MAJEURE.**

16.1 Any delay in or failure of performance of, either party to this Agreement shall not constitute a default, if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party affected, including but not limited to, acts of God or the public enemy, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, or any causes a party is unable, with reasonable diligence, to prevent; provided, however, that a party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

**17. SEVERABILITY.**

17.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have hereunto executed this Agreement, on the day and year first above written.

**CONSULTANT:**

**Schnabel Engineering South, PC**

By: [Signature]

Name: Jonathan Pittman  
(print)

Title: Senior Vice President

Date: September 15, 2018

**CLIENT:**

**Town of Lake Lure**

By: [Signature]

Name: Kurtis J. Conkey  
(print)

Title: Mayor

Date: September 15, 2018

**Exhibits:**

None  
Rev 2018-08

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Valve Procurement Method Approval

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** C  
**Department:** Infrastructure  
**Contact:** Olivia Stewman, Clerk / Interim Manager  
**Presenter:** David DiOrio, Commissioner

**BRIEF SUMMARY:** Prior discussion has been had in regard to the method of procuring an access valve. Ultimately, the consensus was that the valve should be procured using the dam fund rather than the sewer fund. This is due to additional costs that associated with the guidelines of buying the valve using the sewer fund.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve using the dam fund as the method of valve procurement.

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends using the dam funds as the method of valve procurement.

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Dam Conceptual Design Decision

**AGENDA INFORMATION:**

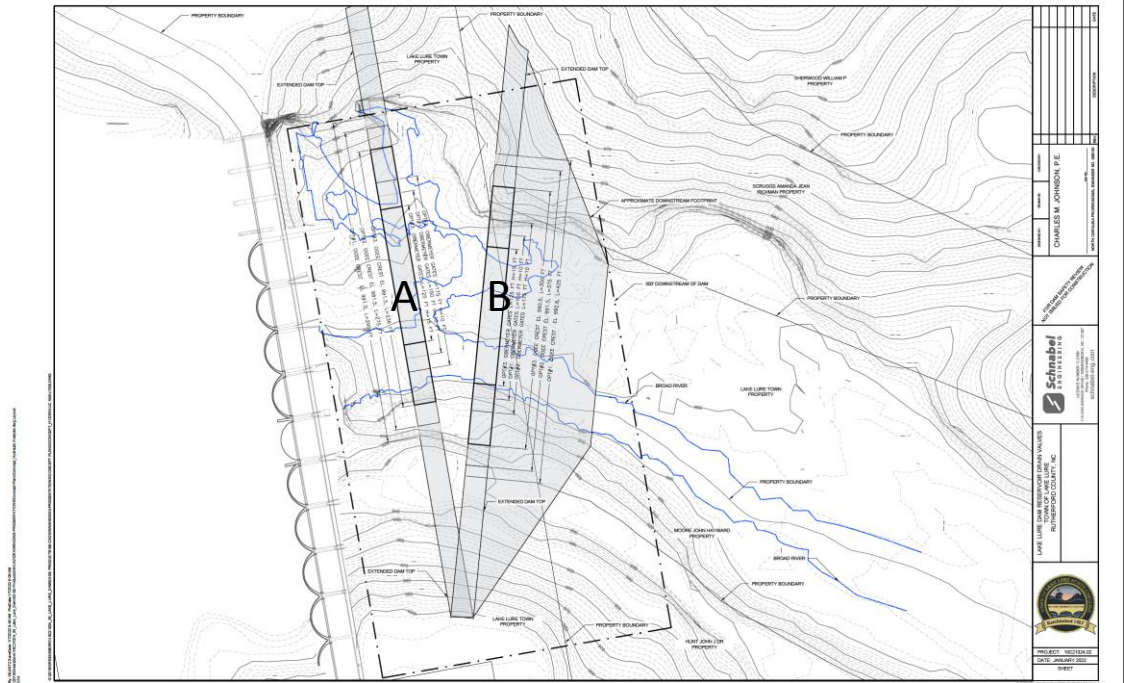
**Agenda Location:** New Business  
**Item Number:** D  
**Department:** Administration  
**Contact:** Olivia Stewman, Clerk / Interim Manager  
**Presenter:** David DiOrio, Commissioner

**BRIEF SUMMARY:** In order for Schnabel to proceed with the conceptual design of the dam, the Town must make a decision on opting for upstream (A variant) or downstream (B variant). Pros and cons of each option are detailed in the attachment.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To opt for upstream variant A and allow Schnabel to proceed with the conceptual design of the dam.

**ATTACHMENTS:** Dam Conceptual Design

**STAFF'S COMMENTS AND RECOMMENDATIONS:** Staff recommends that Council opt for upstream variant A and allow Schnabel to proceed with the conceptual design of the dam.



Decision Point: Moving forward with Conceptual Design (Schnabel) requires Town Council decision on upstream (A) or downstream (B) variant.

Pros and Cons:

Upstream A - PRO:

- TOLL owns all property including access and zoned General Use (appropriate for dam)
- Ease of construction access and road development on both approaches
- Reduced Environmental (River Encroachment) Impact – easier permitting
- Maintains Bridge over new dam option -and- Bridge over modified existing dam option
  - Riverbend Community conducting land survey operations downstream near Island Creek junction for new home/condos that will likely eliminate downstream bridge option
- Parallel symmetry maintains similar viewscape

Upstream A – CON

- Wider (length) but with no significant cost difference
- Slanted hydraulic flow but may be overcome with engineering adjustments

Downstream B - PRO:

- Expands Lake approx. 100 feet more than Option A
- Straight path (in line with river) hydraulic flow

Downstream B – CON

- Difficult access for construction and maintenance on North side
- Higher Environmental (River Encroachment) Impact – more difficult permitting
- Requires dam to be higher - but with no significant cost difference
- Requires additional land procurement and rezoning – additional cost
- Impractical bridge over dam option due to North side topography

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION**

**Meeting Date: April 12, 2022**

**SUBJECT:** Ordinance No. 22-04-12 an Ordinance Amending Section 36-231(d) of the Zoning Regulations

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E  
**Department:** Community Development  
**Contact:** Mike Williams, Community Development Director  
**Presenter:** Mike Williams, Community Development Director

**BRIEF SUMMARY:** To clarify a potential ambiguity in the interpretation of prohibited fencing materials, the Community Development Department is recommending the following changes to the Zoning Regulations: a modification of the Section 36-231(d) to specifically allow welded, galvanized wire fencing materials. This is an acknowledgment of that that type of fencing is distinctly different from chicken wire and other woven or mesh fencing, and thereby is not specifically prohibited in required street front yards. This has come up as a permitting issue on numerous occasions. CDD recommended the change at the Zoning and Planning Board meeting on March 15, 2022. The recommendation was approved unanimously.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:** To approve the Zoning and Planning Boards recommendation to modify the Zoning Regulations, Section 36-231(d), regarding “Fences, Walls and Hedges” to state that *Welded, galvanized or painted wire fencing materials are permitted when fully framed within a wood or similar construction fence.*

**FUNDING SOURCE:** none

**ATTACHMENTS:** Copy of the Zoning and Planning Board minutes showing the approved recommendation, a photo example, and a copy of the current regulation being reviewed.

**STAFF’S COMMENTS AND RECOMMENDATIONS:** Community Development Director Mike Williams recommends that this amendment to the Zoning Regulations be approved.

**ORDINANCE NUMBER 22-04-12**

**AN ORDINANCE AMENDING SECTION 36-231(D) OF THE ZONING REGULATIONS**

**WHEREAS**, The Town of Lake Lure finds it necessary to clarify a potential ambiguity in the interpretation of prohibited fencing materials; and

**WHEREAS**, Section 36-231(d) of the Zoning Regulations of the Town of Lake Lure states that, “chain link, chicken wire, hardware cloth, and other woven or mesh products are not permitted in required street front yards of any district”; and

**WHEREAS**, Town staff believes that welded, galvanized wire fencing is distinctly different from chicken wire and other woven or mesh fencing, and is not specifically prohibited in required street front yards; and

**WHEREAS**, The question of distinct difference in welded, galvanized wire fencing versus chicken wire and other woven or mesh fencing has been raised as a permitting issue on numerous occasions; and

**WHEREAS**, Town staff believes that welded, galvanized wire fencing should be permitted in required street front yards of any district; now, therefore, be it

**ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN REGULAR SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE.**

**SECTION ONE.** Section 36-231(d) of the Zoning Regulation of the Town of Lake Lure is hereby amended as follows:

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

**Sec. 36-231. Fences, walls and hedges.**

(d) Chain link, chicken wire, hardware cloth, and other woven or mesh products are not permitted in required street front yards of any district. Welded, galvanized or painted wire fencing materials are permitted when fully framed within a wood or similar construction fence.

*The Town of Lake Lure Town Council deems Ordinance No. 22-04-12 to be consistent with the Lake Lure comprehensive plan because it adopts a clarification of a potential ambiguity in the interpretation of prohibited fencing materials into the Town of Lake Lure Code of Ordinances.*

*The Town of Lake Lure Town Council deems Ordinance No. 21-11-09 to be reasonable and in the public interest because it adopts the permitting of welded, galvanized wire fencing in required street front yards of any district.*

Adopted this 12<sup>th</sup> day of March, 2022.



ATTEST:

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Olivia Stewman  
Town Clerk

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Carol C. Pritchett  
Mayor

Approved as to content & form:

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William C. Morgan, Jr.  
Town Attorney



**MINUTES OF THE REGULAR MEETING OF THE TOWN  
OF LAKE LURE ZONING AND PLANNING BOARD**

**TUESDAY, March 15, 2022**  
9:30 A.M.

**Present:** Thomas McKay, Chairman  
Randall Nelson, Vice Chair  
Dave Keenan, PE  
Mac Hillabush  
  
Scott Doster, Town Council Liaison

**Absent:** Charlie Ellis

**Staff:** Michael Williams, Community Development Director  
Rick Carpenter, Development & Environmental Review Specialist

The meeting was called to order at 9:35 a.m.

**I. INVOCATION**

Board Chair Thomas McKay opened with a prayer.

**II. ROLL CALL**

All Board members except Charlie Ellis were present.

**III. APPROVAL OF THE AGENDA**

**Dave Keenan made a motion to approve the agenda and Mac Hillabush seconded. All members voted in favor.**

IV. APPROVAL OF THE MINUTES

Randall Nelson made a motion to accept the minutes. Dave Keenan seconded and all voted in favor.

V. OLD BUSINESS

- A. Chairman discussed election procedure with the Board and staff prior to voting. Board voted Thomas McKay as Chairman and Randall Nelson as Vice Chairman – March 2022 through March 2023.

VI. NEW BUSINESS

A. *SUP2022001 for 3,200sf maintenance building addition to Camp Lurecrest.*

Mac Hillabush recused himself from this item due to conflict of interest as an employee of Camp Lurecrest and the permit applicant. Board reviewed Special Use Permit 2022001, project plans, Development Review Committee's review and recommendation and the Town's Special Use Standards and Requirements for Camps (§36:88). Mr. Hillabush answered board questions regarding the project as board went through the Standards and Requirements criteria. **After discussion, Dave Keenan made a motion to recommend the SUP as presented to the Board of Adjustments. Randy Nelson seconded and all voted in favor.**

B. *Review proposed revision to §92.116(D) Fences, Walls and Hedges regarding fence materials.*

Staff gave a presentation on the fence terminology found within the Zoning Ordinance regarding fences/walls/hedges. The staff presentation recommended amending the terminology found within the Ordinance. The Board discussed altering the terminology and the allowable height for fences. Thomas McKay and Staff provided detailed clarification on the various fence types, their terminology, and how it differs from the Ordinance.

10:45 AM Scott Doster is excused from the meeting.

**Mac Hillabush made a motion to amend Section 92.116 (D) to state "Chain link, chicken wire, hardware cloth, and other woven or mesh products are not permitted in required street front yards of any district. Welded, galvanized, or painted, wire fencing materials, are permitted when fully framed within a wood or similar construction fence." Dave Keenan seconded the motion and it passed with unanimous consent.**

**C. Discuss Town's ordinances regarding keeping animals within Town limits**  
Thomas McKay gave a verbal presentation regarding the Town Ordinance as it relates to animals/husbandry, the history of animals within Lake Lure Limits, and the impact of a blanket prohibition on property owners. Staff followed this presentation with a discussion on possible options for animals within the Town boundary and advised Thomas McKay that a presentation should be given to City Council by interested citizens.

**VII. MONTHLY REPORT – FEBRUARY 2022**

Director Williams directed the Board members to the materials that were provided.

**VIII. ADJOURN**

**Chairman McKay asked for a motion to adjourn the meeting. Mr. Keenan made a motion to adjourn the meeting. Randall Nelson seconded and all voted in favor, except Mac Hillabush, as he temporarily left room. The meeting adjourned at 11:37.**

**ATTEST**

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Olivia Stewman, Town Clerk

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Thomas McKay, Chairman



To: Zoning and Planning Board  
From: Mike Williams, CDD Director  
Re: §92.1016 FENCES, WALLS AND HEDGES  
Date: 3/8/22

As I said last meeting, the section of the Fences, Walls and Hedges code referring chain link, chicken wire, hardware cloth, and other woven or mesh products” has been problematic for us to enforce due to the popularity of building wood fences with “hogwire” inserts.

I proposed a revision of section D of §92.116, to allow welded, hot-dip galvanized wire fencing materials, like hogwire, in required street front yards, when fully framed within a wood fence. An example is shown below:



I would like to propose that revision to the Zoning and Planning Board for a recommendation to the Town Council to accept as a text amendment.

**A recommended motion could be,** “I make a motion to amend §92.116(D) to state: “Chain link, chicken wire, hardware cloth, and other woven or mesh products are not permitted in required street front yards of any district. *Welded, hot-dip galvanized, wire fencing materials, i.e. hog wire, is permitted when fully framed within a wood or similar construction fence.*”

**Sec. 36-231. Fences, walls and hedges.**

(a) Fences, walls and hedges are exempt from setback requirements except that in residential districts, fences and walls are limited to eight feet in height from the existing ground elevation in the required side and rear yards.

(b) In the required lake front yards of all residential districts, fences, walls and hedges shall be limited to 42 inches in height.

(c) In the required street front yards of all residential districts, open fences (those allowing the free flow of light and air other than those prohibited by subsection (d) of this section) are limited to eight feet in height and solid walls and fences are limited to three feet in height from the existing ground elevation. Walls and fences may be combined, provided not more than three feet of the height of the structure may be solid and the remainder shall be open fence work. Where fences are erected, solid support columns not more than 16 inches in width on not less than eight-foot centers shall be allowed up to eight feet in height and such columns may be topped with decorative elements such as balls, vases and the like up to a total height of nine feet. Open fences include wood or metal picket, wrought iron or similar designs with a solid to open ratio of not more than 1:4. Columns at entrance to vehicular driveways shall be allowed up to 36 inches per side.

**(d) Chain link, chicken wire, hardware cloth, and other woven or mesh products are not permitted in required street front yards of any district.**

(e) All fences, walls and hedges are subject to the provisions of section 36-220 regarding visibility at intersections.

(f) Retaining walls needed to prevent erosion or land subsidence are allowed in all required yards and are exempt from the height limitations of this section.

(Code 1989, § 92.116; Ord. of 1-12-1999; Ord. of 10-14-2003)

# XI

## CLOSED SESSION

- A. In Accordance with G.S. 143-318.11(a) (3) for the Purpose of Discussion Attorney Client Privilege or Legal Claims
- B. In accordance with G.S. 143-318.11(a) (5) for the purpose of discussing property acquisition or employment contracts.

**XII**

**Adjournment**