

LAKE LURE TOWN COUNCIL MEETING PACKET

Tuesday, July 9, 2024
5:00pm



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, July 9, 2024 at 5:00 p.m.
Lake Lure Municipal Center

Agenda

I. Call to Order

A. Pledge of Allegiance and invocation

II. Agenda Adoption

III. Mayor's Communication

A. Proclamation No. 24-07-09 Honoring the Excellent Responsiveness and Proficient Life Saving Actions of Miss Callie Cobb

IV. Town Managers Communication – Page 3

V. Council Liaison reports and Comments

VI. Public Comments

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, ewillette@townoflakelure.com, at least one hour prior to the meeting.

VII. Consent Agenda

A. Approval of the June 11, 2024 Regular Town Council Meeting Minutes, the June 24, 2024 Special Town Council Meeting Minutes, and the June 26, 2024 Work Session and Action Meeting Minutes – Page 28

B. Resolution No. 24-07-09A Amending the Lake Lure Steering Committee Establishing Resolution – Page 55

VIII. Unfinished Business

IX. New Business

A. Resolution No. 24-07-09 Chartering a Short Term Rental Advisory Board – Page 59

B. Consider Approval of New Street Signs – Page 62

C. Consider Award of Dredging Bid and Approval of Dredging Agreement – *Page 64*

D. Pickle Ball Camp Rental Request – *Page 78*

E. Consider Amendment of Rental Policy – *Page 79*

F. Consider Approval of Library Services Agreement – *Page 84*

X. Adjournment

III
MAYOR'S
COMMUNICATIONS

**IV.
TOWN MANAGER'S
COMMUNICATIONS**



Town Manager Report June 2024

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

Public Services – Despite being short staffed, the Public Service Department has successfully completed their operations to keep the Town running as smoothly as possible. Routine maintenance has been completed throughout the month, such as, but not limited to, Meter Reading, Meter Installs, Water Leaks, Locates, Bulk Trash Pickup, Work Orders, Facility Maintenance, Wastewater Samples, and Dam, Wastewater Treatment Plant and Hydro Plant Maintenance.

Top accomplishments/project updates:

- Ensured proper water runoff and flood prevention by cleaning all ditches in Zone D, from the Dam to Young's Mountain.
- Continued efforts to beautify the Town's roads and provide a smooth driving surface by paving all of Young's Mountain Rd and performed 15 pavement patches around Town.
- Braved great heights to clean the gutters at Town Hall.
- Showing great ingenuity, strength and sheer hustle the Public Services staff came together to remove all the furniture from three offices at Town Hall and haul it off to the Public Works building.
- Sprang into action to fix a failing culvert at the Chimney Rock Baptist Church ensuring the safety of that property.
- Completed approximately 70 requested North Carolina 811 locates
- With great skill and expertise the Public Services Department removed a fallen tree from a sanitary sewer manhole located on the lake.
- Unrelentingly repaired multiple water leaks
- Meticulously located and mapped Town of Lake Lure power meters
- Assisted with the installation of new cameras at the spill gates and wastewater treatment plant to assure the security of Town property

Community Development – Director Williams reports another active month for community development. The department issued 32 permits for the month of June. This includes 12 Zoning, 5 Lake Structure, 4 Land Disturbance Permit, and 11 Vacation Rental Operators.

Top accomplishments/project updates:

- Zoning and Planning Board conducted a review of KML Investments, LLC's Special Use Permit package regarding a 2,940sf office building with two office spaces and open area for storage. The board reviews site treatment, building design, relationship of building to site and neighborhood character and other considerations reasonably affecting the appearance of the proposed project. The board approved a recommendation to the Board of Adjustments for approval.
- Board of Adjustments conducted quasi-judicial reviews of two variance requests. First was to reduce setbacks and other an increase in the maximum building height. Both were approved as presented. The board also reviewed the Special Use Permit package for the 2,940sf office building to be located within the Commercial General district that had been recommended for approval by Zoning & Planning. The board approved the Special Use Permit.
- Lake Structure Appeals Board had no new business in June.
- Continued working with Tillman Construction (for AT&T) on the cell tower project. It is still under review of the FCC and construction held pending their release.
- Our college intern has helped our department with GIS mapping projects including zoning and protected mountain ridge mapping and continues researching street right of way information. This has been/will be a great collection of information for permitting and public use. She has also worked with public works on sewer and other infrastructure mapping including physical collection of data points, recording information and mapping.
- We are also working on office space planning in preparation for a staff addition that would require a work space, and means to make the space more functional for our use.

Fire / Emergency Management –It was still a busy month in June. The department responded to **45** fire/medical/rescue calls throughout the month. Firefighters completed **198** Hours of Training this month. Partial list of accomplishments:

- Ensured that the fire boat was operational after being out of commission for various months.
- Assisted and/or responded to two drowning calls.
- Held a firefighter training class at Sunny View VFD.
- Assisted public works with major water leaks on Boys Camp Road and Memorial Highway,
- Held check-ins on the divers working on the reservoir drain valve installation.
- Completed an orientation for a new part-time employee.

Police – The Police Department has been busy with a large amount of traffic on the roads, lake, beach, and at events. There were several significant calls this month. One officer left the Town to work for another agency, but the Town has hired a new officer who will join the crew contingent upon all required paperwork being approved.

Top accomplishments:

- An officer was involved in a chase with a motorcycle after the rider sped past him while the officer was running radar. A chase ensued from our town into Polk County at which time our officer lost site of the motor cycle rider. The rider continued until he attempted to take a turn, losing control and hit two pickup trucks. He was pronounced dead at the scene.
- Our Dive Team was called to assist in a missing swimmer in Rutherfordton. Corporal Collins assisted in retrieving the body of a young male.
- The Lake boating traffic has kept officers busy, as well as with patrolling the waters. We're thankful that we're able to depend on our Reserve Officers to assist us especially on the weekend where the road traffic is heavy as well as well as boating traffic on the lake.
- We're in the process of getting our Radar Trailer out and about. Using this especially in the downtown area where the speed limit slows to 25mph will help drivers slow down as pedestrians meander getting to the lake area.
- The Intermediate Certificate is given by the North Carolina Criminal Justice Education and Training Standards Commission to officers for their years of service and their continued education and training. We're thrilled to announce Officer Kortney Burrell received hers this month.

Parks, Recreation & Lake – With Ms. Dana Bradley being the new Parks, Recreation, and Lake Director, Town staff has been holding interviews for the Parks, Recreation, and Lake Coordinator position. A seasonal position has also been advertised. Director Bradley provided exemplary oversight of the Parks, Recreation, and Lake Department. Partial list of notable activities:

Top Accomplishments:

- Utilized a total of **144 volunteer hours, valued at \$2,880**
- Completed lake debris clean up.
- Completed a buoy reset following Marine Commission's approval of the new buoy plan.
- Replaced and enhanced signage for multiple areas in the Town.

Finance – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. Revenues continue to track as projected and departments also continue to efficiently use resources in regards to individual line items in the departmental budgets. There are accruals for expenditures and revenues still listed on the budget and detail reports. These will exist until final trial balances are determined and audited from prior year audit.

- The Town continues to have a strong financial position with an unreconciled bank balance of approximately \$9,900,000 for all funds other than special revenue (the Dam Fund). The dam fund is showing balance at \$12,800,00.00 after significant expenditures related to the valve addition have now posted.
- Finance, with the addition of the Financial Administrative Associate, has once again added analysis and research to various components of the purchasing, invoicing, and vendor system. This effort is being made to generate cost savings, eliminate replication and overall efficiency.
- Audit items to be reviewed are decreasing and the Auditors are conducting some early wrap up procedures. Sampling is still occurring along with accounting procedure clarification. It is estimated that all audit items will be submitted with the month of July.

Communications – Communications Director Krejci continues her community outreach along with progress in all areas. There were 38 news articles published on the town’s website and 2,071 were sent by hyperlink. There were 35,000 website users in June. The Town of Lake Lure has 21,462 followers on Facebook as of the end of the month.

Top Highlights:

- Coordinated the Flat Day Ceremony with the Police and Fire Departments.
- Administered ongoing communication to the public as it related to the water outage and boil advisory.
- Completed the Annual Report to document Town accomplishments over the past year.
- Website and Social Media Management:
 - 71% increase in Website Users (35K) over the same time period in 2023 with 38 news posts in 6/24.
 - 8% increase in Facebook Followers (21,462) over the same time period in 2023, with 54 posts in 6/24.

Manager / Clerk / Admin Summary

June was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. In addition, the installation of the Dam valves continues to be underway and making progress.

Highlights:

- The FY 24-25 budget was adopted on June 11, 2024. In addition, the FY 24-25 land use, general use, and utility fee schedules were adopted, along with the FY 24-25 salary grade schedule.

- Created a solution to handling compensatory time issues, which will be more beneficial in tracking overtime and will be more satisfactory to auditors.
- Passed the 2025 lake drawdown schedule which will take place from January 1, 2025 to March 15, 2023.
- Opened bids for dredging operations, Morse Park improvements, and sludge management belt press. Staff is recommending award of bid to Stott Construction, Inc. for dredging operations, a review team is finishing up on determining a recommendation for Morse Park improvements, and LaBella Associates is reviewing the bids for the sludge management belt press.
- Along with the Community Development, some of the administrative department hosted a career camp at Town Hall for the Lake Lure Classical Academy.
- Kat Canant, Laura Krejci, and others prepared for the Lake Lure Flag Retirement Ceremony, which had a wonderful turn out.
- Two vacant positions were filled including a public works utility maintenance technician and a police officer. Staff is continuing to hold interviews for the Parks, Recreation, and Lake Coordinator position. Additionally, the new budget included two additional public works utility maintenance technicians, a new member for the Community Development Department, and a seasonal Parks, Recreation, and Lake maintenance technician.
- Met with Odom Engineering to begin the process for the work force housing conceptual design plan.
- We received notification that 177 Tryon Bay, which we had previously demolished, went to auction and at this time one party has placed a bid for \$102,000. There is a 10 day response period until it is final.

10 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	0.00	10,000.00	10,000.00	0 %
Account Group Total:	0.00	0.00	10,000.00	10,000.00	0 %
311000 Ad Valorem Taxes-2000					
311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
311220 AD VALOREM TAX 2022-	0.00	0.00	4,526,150.00	4,526,150.00	0 %
Account Group Total:	0.00	0.00	4,576,150.00	4,576,150.00	0 %
312000 Ad Valorem-Veh-2000					
312021 AD VALOREM VEH TAXES-2021	0.00	0.00	20,000.00	20,000.00	0 %
312022 Ad Valorem Vehicle Tax 2022	0.00	0.00	93,850.00	93,850.00	0 %
Account Group Total:	0.00	0.00	113,850.00	113,850.00	0 %
332000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgs	0.00	0.00	550.00	550.00	0 %
332400 Utilities Franchise Tax	0.00	0.00	201,195.00	201,195.00	0 %
332600 Powell Bill - Tax on Gas	0.00	0.00	76,600.00	76,600.00	0 %
332930 State Shared Sales Tax	0.00	0.00	1,899,950.00	1,899,950.00	0 %
332933 Solid Waste Disposal Tax	0.00	0.00	780.00	780.00	0 %
332942 Video Programming Tax	0.00	0.00	15,975.00	15,975.00	0 %
332991 NC DEQ Dredging Grant	0.00	0.00	800,000.00	800,000.00	0 %
Account Group Total:	0.00	0.00	3,000,000.00	3,000,000.00	0 %
347000 LAND USE FEES					
347100 Zoning Permits	0.00	0.00	72,745.00	72,745.00	0 %
347200 Land Disturbance Permit	0.00	0.00	6,600.00	6,600.00	0 %
347300 Sign Permit	0.00	0.00	500.00	500.00	0 %
347500 Vacation Rental Fees	0.00	0.00	10,000.00	10,000.00	0 %
347600 Lake Structure Permit/LSA	-3,000.00	-3,000.00	9,255.00	12,255.00	-32 %
347800 Fire Inspection	0.00	0.00	50.00	50.00	0 %
347900 Fines/Penalties - Land Use	0.00	0.00	850.00	850.00	0 %
Account Group Total:	-3,000.00	-3,000.00	100,000.00	103,000.00	-3 %
361000 LAKE					
361201 Lake Lure Tours	0.00	0.00	60,000.00	60,000.00	0 %
361202 Lake Fines	0.00	0.00	300.00	300.00	0 %
361203 Lake Comm License Fees	0.00	0.00	15,000.00	15,000.00	0 %
361204 Boat Permits	5,795.00	5,795.00	675,000.00	669,205.00	1 %
361205 RBR CONCESSIONS	0.00	0.00	25,000.00	25,000.00	0 %
361207 Cluster Mooring Fees	0.00	0.00	24,000.00	24,000.00	0 %
Account Group Total:	5,795.00	5,795.00	799,300.00	793,505.00	1 %
363000 BEACH					
363801 Beach-Admission Fee-Adult	0.00	0.00	65,000.00	65,000.00	0 %
363804 Beach-Concessions	0.00	0.00	10,000.00	10,000.00	0 %
Account Group Total:	0.00	0.00	75,000.00	75,000.00	0 %
364000 MARINA					
364902 Marina-Open Slip Rental	0.00	0.00	310,000.00	310,000.00	0 %

10 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
364905 Marina-Concessions	0.00	0.00	18,500.00	18,500.00	0 %
364908 Marina-Rentals	0.00	0.00	50,000.00	50,000.00	0 %
Account Group Total:	0.00	0.00	378,500.00	378,500.00	0 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	4,000.00	4,000.00	0 %
383200 Beer and Wine Permits	0.00	0.00	1,000.00	1,000.00	0 %
383321 Fire-Rural Fire Protection	0.00	0.00	8,592.00	8,592.00	0 %
383430 Community Center Rental	0.00	0.00	250.00	250.00	0 %
383440 Pavilion/Gazebo Rental	0.00	0.00	3,500.00	3,500.00	0 %
383450 Meadows Rental	0.00	0.00	250.00	250.00	0 %
383500 Sale of Assets	0.00	0.00	3,500.00	3,500.00	0 %
383600 Golf Cart Permit	0.00	0.00	200.00	200.00	0 %
383700 LLABC-Distribution for Law Enforcement	0.00	0.00	750.00	750.00	0 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00	1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	0.00	0.00	20,000.00	20,000.00	0 %
383900 Misc Revenue	0.00	0.00	30,458.00	30,458.00	0 %
383903 Town Promotional Materials	0.00	0.00	500.00	500.00	0 %
383910 Copies	0.00	0.00	500.00	500.00	0 %
383930 Recycling Collections	0.00	0.00	15,250.00	15,250.00	0 %
Account Group Total:	0.00	0.00	90,000.00	90,000.00	0 %
Fund Total:	2,795.00	2,795.00	9,142,800.00	9,140,005.00	0 %

53 WATER AND SEWER FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
371000					
371105 Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300 Charges for Water	0.00	0.00	330,000.00	330,000.00	0 %
371400 Charges for Sewer	0.00	0.00	1,275,000.00	1,275,000.00	0 %
371500 Taps and Connect-Water	0.00	0.00	5,000.00	5,000.00	0 %
371600 Taps and Connect-Sewer	-1,155.00	-1,155.00	5,000.00	6,155.00	-23 %
371700 Transfer Fee-Water/Sewer	0.00	0.00	1,000.00	1,000.00	0 %
371800 W/S - Penalty and Interest	0.00	0.00	6,000.00	6,000.00	0 %
Account Group Total:	-1,155.00	-1,155.00	1,637,000.00	1,638,155.00	0 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	1,000.00	1,000.00	0 %
383460 Water Tank Rental	0.00	0.00	12,360.00	12,360.00	0 %
Account Group Total:	0.00	0.00	13,360.00	13,360.00	0 %
Fund Total:	-1,155.00	-1,155.00	1,650,360.00	1,651,515.00	0 %

56 ELECTRIC FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
372000					
372300 Charges for Utilities-Electric	0.00	0.00	280,000.00	280,000.00	0 %
Account Group Total:	0.00	0.00	280,000.00	280,000.00	0 %
Fund Total:	0.00	0.00	280,000.00	280,000.00	0 %
Grand Total:	1,640.00	1,640.00	11,073,160.00	11,071,520.00	0 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
45000							
45100							
331	Utilities-Street Lights	0.00	547.65	0.00	0.00	-547.65	%
	Account Total:	0.00	547.65	0.00	0.00	-547.65	%
	Account Group Total:	0.00	547.65	0.00	0.00	-547.65	%
411000	COMMISSION						
411000	COMMISSION						
102	Salaries-Part Time	1,100.00	13,200.00	13,200.00	13,200.00	0.00	100 %
109	FICA	84.15	1,009.80	1,100.00	1,100.00	90.20	92 %
214	Supplies-Dept	0.00	1,006.60	6,000.00	6,000.00	4,993.40	17 %
215	Supplies-Materials	0.00	24,813.22	20,000.00	20,000.00	-4,813.22	124 %
310	Travel and Transportation	0.00	0.00	3,500.00	3,500.00	3,500.00	%
	Account Total:	1,184.15	40,029.62	43,800.00	43,800.00	3,770.38	91 %
	Account Group Total:	1,184.15	40,029.62	43,800.00	43,800.00	3,770.38	91 %
413000	ADMINISTRATION						
413000	ADMINISTRATION						
100	SALARIES	35,497.66	493,071.15	498,000.00	498,000.00	4,928.85	99 %
102	Salaries-Part Time	0.00	181.13	0.00	0.00	-181.13	%
103	Professional Services	2,650.00	72,353.60	65,000.00	65,000.00	-7,353.60	111 %
109	FICA	2,622.17	40,154.65	38,500.00	38,500.00	-1,654.65	104 %
110	Retirement	6,115.79	81,491.49	91,000.00	91,000.00	9,508.51	90 %
111	Group Insurance	3,890.38	47,437.88	67,000.00	67,000.00	19,562.12	71 %
120	401 (K) Contribution	686.90	8,374.11	25,500.00	25,500.00	17,125.89	33 %
180	Legal Services	2,880.00	37,836.26	55,000.00	55,000.00	17,163.74	69 %
182	PROPERTY JUDGEMENT SETTLEMENT	0.00	26.00	0.00	0.00	-26.00	%
190	Engineering Services	0.00	3,925.00	30,000.00	30,000.00	26,075.00	13 %
212	Supplies-Fuel	0.00	1,366.39	0.00	0.00	-1,366.39	%
214	Supplies-Dept	492.32	16,460.69	9,000.00	9,000.00	-7,460.69	183 %
215	Supplies-Materials	0.00	2,579.27	3,000.00	3,000.00	420.73	86 %
310	Travel and Transportation	2,567.98	4,646.99	9,500.00	9,500.00	4,853.01	49 %
320	Postage	254.00	5,371.58	5,000.00	5,000.00	-371.58	107 %
321	Telephone	0.00	23.08	0.00	0.00	-23.08	%
322	Printing	0.00	0.00	1,500.00	1,500.00	1,500.00	%
324	Dues and Subscriptions	0.00	7,029.97	8,500.00	8,500.00	1,470.03	83 %
330	Utilities	0.00	18,952.64	30,000.00	30,000.00	11,047.36	63 %
350	Repairs and Maint-Buildings	336.21	13,875.08	50,000.00	50,000.00	36,124.92	28 %
353	Repairs and Maint-Equipment	0.00	1,295.70	8,000.00	8,000.00	6,704.30	16 %
370	Advertising	27.72	2,647.14	3,500.00	3,500.00	852.86	76 %
614	Lobbyist	0.00	39,406.00	62,000.00	62,000.00	22,594.00	64 %
687	Contractual - County Tax	0.00	14,372.00	18,000.00	18,000.00	3,628.00	80 %
691	Contractual Services	7,910.55	218,687.11	120,000.00	120,000.00	-98,687.11	182 %
	Account Total:	65,931.68	1,131,564.91	1,198,000.00	1,198,000.00	66,435.09	94 %
	Account Group Total:	65,931.68	1,131,564.91	1,198,000.00	1,198,000.00	66,435.09	94 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
420000	CENTRAL SERVICES-Technology &						
420000	CENTRAL SERVICES-Technology & Telecommunications						
109	FICA	18.63	276.42	0.00	0.00	-276.42	%
111	Group Insurance	33.12	451.95	0.00	0.00	-451.95	%
321	Telephone	1,065.07	25,052.26	27,000.00	27,000.00	1,947.74	93 %
325	Internet Services	0.00	1,283.32	5,200.00	5,200.00	3,916.68	25 %
326	Easements	604.95	6,709.11	0.00	0.00	-6,709.11	%
331	Utilities-Street Lights	0.00	99.00	0.00	0.00	-99.00	%
380	IT Support Services	0.00	27,093.95	81,000.00	81,000.00	53,906.05	33 %
527	TECH-Website Update	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	Account Total:	1,721.77	60,966.01	118,200.00	118,200.00	57,233.99	52 %
	Account Group Total:	1,721.77	60,966.01	118,200.00	118,200.00	57,233.99	52 %
431000	POLICE						
431000	POLICE						
100	SALARIES	49,312.94	600,704.01	573,000.00	573,000.00	-27,704.01	105 %
101	OVERTIME	220.77	2,428.18	5,500.00	5,500.00	3,071.82	44 %
102	Salaries-Part Time	976.50	8,804.26	28,000.00	28,000.00	19,195.74	31 %
104	Separation Allowance-Law	1,460.16	18,252.00	20,500.00	20,500.00	2,248.00	89 %
109	FICA	3,892.76	47,023.73	49,500.00	49,500.00	2,476.27	95 %
110	Retirement	9,856.74	112,661.44	114,000.00	114,000.00	1,338.56	99 %
111	Group Insurance	6,975.74	80,595.36	103,700.00	103,700.00	23,104.64	78 %
112	Special Benefit Fund-Police	2,102.26	27,212.01	27,185.00	27,185.00	-27.01	100 %
212	Supplies-Fuel	0.00	9,618.03	27,500.00	27,500.00	17,881.97	35 %
214	Supplies-Dept	278.90	9,173.27	11,000.00	11,000.00	1,826.73	83 %
215	Supplies-Materials	0.00	6,015.26	0.00	0.00	-6,015.26	%
217	Supplies-Uniforms	463.03	10,674.05	10,000.00	10,000.00	-674.05	107 %
220	Alcohol & Drug Ed.	0.00	0.00	1,000.00	1,000.00	1,000.00	%
310	Travel and Transportation	0.00	1,168.32	3,000.00	3,000.00	1,831.68	39 %
324	Dues and Subscriptions	0.00	698.00	6,300.00	6,300.00	5,602.00	11 %
333	Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	%
350	Repairs and Maint-Buildings	0.00	187.67	0.00	0.00	-187.67	%
353	Repairs and Maint-Equipment	0.00	4,500.48	4,000.00	4,000.00	-500.48	113 %
354	Repairs and Maint-Vehicles	2,165.76	10,749.72	25,000.00	25,000.00	14,250.28	43 %
490	Miscellaneous	0.00	265.00	1,000.00	1,000.00	735.00	27 %
524	Computers	0.00	0.00	10,000.00	10,000.00	10,000.00	%
691	Contractual Services	0.00	17,930.18	20,050.00	20,050.00	2,119.82	89 %
	Account Total:	77,705.56	968,660.97	1,040,735.00	1,040,735.00	72,074.03	93 %
	Account Group Total:	77,705.56	968,660.97	1,040,735.00	1,040,735.00	72,074.03	93 %
434000	FIRE						
434000	FIRE						
100	SALARIES	28,264.44	377,657.18	449,000.00	449,000.00	71,342.82	84 %
101	OVERTIME	0.00	0.00	25,000.00	25,000.00	25,000.00	%
102	Salaries-Part Time	12,685.44	63,536.17	37,300.00	37,300.00	-26,236.17	170 %
109	FICA	3,052.86	32,753.86	38,800.00	38,800.00	6,046.14	84 %
110	Retirement	6,252.37	77,220.71	82,700.00	82,700.00	5,479.29	93 %
111	Group Insurance	4,649.40	58,294.61	83,900.00	83,900.00	25,605.39	69 %
120	401 (K) Contribution	1,434.33	17,050.54	23,405.00	23,405.00	6,354.46	73 %
212	Supplies-Fuel	0.00	10,814.47	20,000.00	20,000.00	9,185.53	54 %
214	Supplies-Dept	100.54	6,152.93	4,000.00	4,000.00	-2,152.93	154 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
215	Supplies-Materials	0.00	11,994.65	10,000.00	10,000.00	-1,994.65	120 %
217	Supplies-Uniforms	420.00	4,506.07	6,000.00	6,000.00	1,493.93	75 %
218	Supplies-Equipment	25.49	2,150.54	21,000.00	21,000.00	18,849.46	10 %
310	Travel and Transportation	0.00	0.00	6,000.00	6,000.00	6,000.00	%
324	Dues and Subscriptions	0.00	955.00	9,500.00	9,500.00	8,545.00	10 %
330	Utilities	0.00	6,710.97	12,000.00	12,000.00	5,289.03	56 %
351	Repairs and Maint-Grounds	0.00	-4,021.33	6,000.00	6,000.00	10,021.33	-67 %
353	Repairs and Maint-Equipment	12,798.00	70,455.43	16,000.00	16,000.00	-54,455.43	440 %
354	Repairs and Maint-Vehicles	754.72	39,790.01	21,000.00	21,000.00	-18,790.01	189 %
490	Miscellaneous	0.00	462.12	4,000.00	4,000.00	3,537.88	12 %
514	Protective Clothing	0.00	134.74	16,000.00	16,000.00	15,865.26	1 %
553	RADIO REPLACEMENT	0.00	0.00	10,000.00	10,000.00	10,000.00	%
693	Fairfield Volunteer Fire Dept	0.00	67,000.00	67,000.00	67,000.00	0.00	100 %
694	Chimney Rock Volunteer Fire	0.00	35,000.00	35,000.00	35,000.00	0.00	100 %
695	Bills Creek Volunteer Fire	0.00	42,800.00	42,800.00	42,800.00	0.00	100 %
	Account Total:	70,437.59	921,418.67	1,046,405.00	1,046,405.00	124,986.33	88 %
	Account Group Total:	70,437.59	921,418.67	1,046,405.00	1,046,405.00	124,986.33	88 %
451000	PUBLIC WORKS-STREETS						
451000	PUBLIC WORKS-STREETS						
100	SALARIES	21,048.38	216,891.61	295,000.00	295,000.00	78,108.39	74 %
101	OVERTIME	0.00	0.00	16,000.00	16,000.00	16,000.00	%
109	FICA	1,601.95	16,557.53	26,000.00	26,000.00	9,442.47	64 %
110	Retirement	3,997.09	38,870.64	60,000.00	60,000.00	21,129.36	65 %
111	Group Insurance	2,641.22	34,215.30	65,000.00	65,000.00	30,784.70	53 %
120	401 (K) Contribution	656.95	7,717.03	22,000.00	22,000.00	14,282.97	35 %
211	Supplies-Automotive	0.00	15,994.56	25,000.00	25,000.00	9,005.44	64 %
212	Supplies-Fuel	113.40	3,954.25	0.00	0.00	-3,954.25	%
214	Supplies-Dept	88.78	1,882.87	1,200.00	1,200.00	-682.87	157 %
215	Supplies-Materials	3,500.76	31,359.35	35,000.00	35,000.00	3,640.65	90 %
217	Supplies-Uniforms	0.00	8,946.13	8,000.00	8,000.00	-946.13	112 %
310	Travel and Transportation	0.00	220.00	2,000.00	2,000.00	1,780.00	11 %
330	Utilities	0.00	17,348.71	0.00	0.00	-17,348.71	%
331	Utilities-Street Lights	0.00	9,479.99	15,000.00	15,000.00	5,520.01	63 %
334	Utilities-Buildings	0.00	5,985.26	15,000.00	15,000.00	9,014.74	40 %
350	Repairs and Maint-Buildings	0.00	31,059.59	30,000.00	30,000.00	-1,059.59	104 %
351	Repairs and Maint-Grounds	4,554.08	39,999.32	12,000.00	12,000.00	-27,999.32	333 %
353	Repairs and Maint-Equipment	1,128.50	25,979.63	30,000.00	30,000.00	4,020.37	87 %
354	Repairs and Maint-Vehicles	2,453.40	11,699.87	20,000.00	20,000.00	8,300.13	58 %
691	Contractual Services	0.00	7,990.00	20,000.00	20,000.00	12,010.00	40 %
	Account Total:	41,784.51	526,151.64	697,200.00	697,200.00	171,048.36	75 %
	Account Group Total:	41,784.51	526,151.64	697,200.00	697,200.00	171,048.36	75 %
472000	SANITATION						
472000	SANITATION						
691	Contractual Services	14,915.00	164,065.00	180,000.00	180,000.00	15,935.00	91 %
692	Contractual Services-Recycling	1,552.00	17,080.00	15,000.00	15,000.00	-2,080.00	114 %
696	Tipping Fees	2,785.00	34,006.61	40,000.00	40,000.00	5,993.39	85 %
	Account Total:	19,252.00	215,151.61	235,000.00	235,000.00	19,848.39	92 %
	Account Group Total:	19,252.00	215,151.61	235,000.00	235,000.00	19,848.39	92 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
	351 Repairs and Maint-Grounds	0.00	3,970.00	10,000.00	10,000.00	6,030.00	40 %
	352 Repairs and Maint-Dam	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Total:	0.00	3,970.00	25,000.00	25,000.00	21,030.00	16 %
	Account Group Total:	0.00	3,970.00	25,000.00	25,000.00	21,030.00	16 %
492000	ECONOMIC DEVELOPMENT						
492000	ECONOMIC DEVELOPMENT						
	100 SALARIES	4,869.87	54,524.00	67,500.00	67,500.00	12,976.00	81 %
	109 FICA	372.32	4,149.99	5,125.00	5,125.00	975.01	81 %
	110 Retirement	924.78	9,951.80	12,200.00	12,200.00	2,248.20	82 %
	111 Group Insurance	664.20	8,030.42	10,450.00	10,450.00	2,419.58	77 %
	120 401 (K) Contribution	243.49	2,701.21	3,525.00	3,525.00	823.79	77 %
	214 Supplies-Dept	0.00	58.69	0.00	0.00	-58.69	%
	585 Community Branding	0.00	20,901.19	20,000.00	20,000.00	-901.19	105 %
	Account Total:	7,074.66	100,317.30	118,800.00	118,800.00	18,482.70	84 %
	Account Group Total:	7,074.66	100,317.30	118,800.00	118,800.00	18,482.70	84 %
493000	COMMUNITY DEVELOPMENT						
493000	COMMUNITY DEVELOPMENT						
	100 SALARIES	24,183.04	265,296.12	299,000.00	299,000.00	33,703.88	89 %
	109 FICA	1,799.66	19,649.00	23,000.00	23,000.00	3,351.00	85 %
	110 Retirement	3,893.00	47,077.61	54,000.00	54,000.00	6,922.39	87 %
	111 Group Insurance	2,609.46	31,368.73	42,300.00	42,300.00	10,931.27	74 %
	120 401 (K) Contribution	263.78	3,297.25	15,000.00	15,000.00	11,702.75	22 %
	180 Legal Services	0.00	5,231.74	25,000.00	25,000.00	19,768.26	21 %
	212 Supplies-Fuel	0.00	582.77	1,000.00	1,000.00	417.23	58 %
	214 Supplies-Dept	0.00	725.71	6,000.00	6,000.00	5,274.29	12 %
	215 Supplies-Materials	0.00	1,554.81	0.00	0.00	-1,554.81	%
	310 Travel and Transportation	55.02	755.51	5,000.00	5,000.00	4,244.49	15 %
	324 Dues and Subscriptions	0.00	60.00	2,000.00	2,000.00	1,940.00	3 %
	370 Advertising	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	410 RENTS	0.00	10,500.00	20,000.00	20,000.00	9,500.00	53 %
	515 In-stream Sedimentation Study	0.00	251.94	0.00	0.00	-251.94	%
	691 Contractual Services	0.00	7,778.71	19,000.00	19,000.00	11,221.29	41 %
	Account Total:	32,803.96	394,129.90	513,300.00	513,300.00	119,170.10	77 %
	Account Group Total:	32,803.96	394,129.90	513,300.00	513,300.00	119,170.10	77 %
613000	PARKS, RECREATION & LAKE						
613000	PARKS, RECREATION & LAKE						
	100 SALARIES	24,146.76	294,523.44	299,000.00	299,000.00	4,476.56	99 %
	102 Salaries-Part Time	0.00	1,173.38	0.00	0.00	-1,173.38	%
	109 FICA	1,750.34	21,494.12	24,000.00	24,000.00	2,505.88	90 %
	110 Retirement	4,611.82	54,163.78	55,000.00	55,000.00	836.22	98 %
	111 Group Insurance	3,985.20	47,992.56	62,700.00	62,700.00	14,707.44	77 %
	120 401 (K) Contribution	1,198.12	14,524.76	15,000.00	15,000.00	475.24	97 %
	212 Supplies-Fuel	0.00	13,354.08	15,000.00	15,000.00	1,645.92	89 %
	213 Supplies-Boat Fuel & Supplies	0.00	581.90	12,000.00	12,000.00	11,418.10	5 %
	214 Supplies-Dept	0.00	9,991.40	5,000.00	5,000.00	-4,991.40	200 %
	215 Supplies-Materials	138.96	12,651.61	25,000.00	25,000.00	12,348.39	51 %

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
216	Supplies-Fish Purchase	0.00	5,200.00	8,000.00	8,000.00	2,800.00	65 %
217	Supplies-Uniforms	0.00	881.98	1,500.00	1,500.00	618.02	59 %
219	Boat and Fishing Permits	0.00	0.00	6,500.00	6,500.00	6,500.00	%
310	Travel and Transportation	0.00	269.97	3,000.00	3,000.00	2,730.03	9 %
330	Utilities	0.00	1,928.29	6,700.00	6,700.00	4,771.71	29 %
335	Flowering Bridge Lighting	0.00	794.01	3,500.00	3,500.00	2,705.99	23 %
350	Repairs and Maint-Buildings	1,656.50	18,942.43	0.00	0.00	-18,942.43	%
351	Repairs and Maint-Grounds	16,570.00	57,564.30	85,000.00	85,000.00	27,435.70	68 %
353	Repairs and Maint-Equipment	622.00	63,191.06	14,000.00	14,000.00	-49,191.06	451 %
508	Rewrite Zoning & Land Dev.	0.00	0.00	40,500.00	40,500.00	40,500.00	%
691	Contractual Services	2,345.46	37,044.61	40,500.00	40,500.00	3,455.39	91 %
	Account Total:	57,025.16	656,267.68	721,900.00	721,900.00	65,632.32	91 %
	Account Group Total:	57,025.16	656,267.68	721,900.00	721,900.00	65,632.32	91 %
615000	BEACH & MARINA						
615000	BEACH & MARINA						
214	Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
350	Repairs and Maint-Buildings	0.00	435.75	4,000.00	4,000.00	3,564.25	11 %
351	Repairs and Maint-Grounds	0.00	11,314.88	10,200.00	10,200.00	-1,114.88	111 %
353	Repairs and Maint-Equipment	0.00	510.85	1,300.00	1,300.00	789.15	39 %
	Account Total:	0.00	12,261.48	17,500.00	17,500.00	5,238.52	70 %
	Account Group Total:	0.00	12,261.48	17,500.00	17,500.00	5,238.52	70 %
617000	GOLF						
617000	GOLF						
691	Contractual Services	0.00	90.00	0.00	0.00	-90.00	%
	Account Total:	0.00	90.00	0.00	0.00	-90.00	%
	Account Group Total:	0.00	90.00	0.00	0.00	-90.00	%
713000	WATER						
713000	WATER						
334	Utilities-Buildings	0.00	826.02	0.00	0.00	-826.02	%
353	Repairs and Maint-Equipment	0.00	10,675.00	0.00	0.00	-10,675.00	%
	Account Total:	0.00	11,501.02	0.00	0.00	-11,501.02	%
	Account Group Total:	0.00	11,501.02	0.00	0.00	-11,501.02	%
714000	SEWER						
714000	SEWER						
355	Repairs and Maint-Collection	0.00	787.50	0.00	0.00	-787.50	%
	Account Total:	0.00	787.50	0.00	0.00	-787.50	%
	Account Group Total:	0.00	787.50	0.00	0.00	-787.50	%
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
504	VEHICLES	0.00	68,458.48	60,000.00	60,000.00	-8,458.48	114 %
505	HYDRO-Emergency Small	0.00	16,281.74	0.00	0.00	-16,281.74	%
506	HVAC System/Police	0.00	3,720.67	0.00	0.00	-3,720.67	%
513	FIRE-SCBA APPARATUS	0.00	0.00	20,000.00	20,000.00	20,000.00	%
516	PUBLIC SERVICES BLDG	23,001.31	23,851.31	70,000.00	70,000.00	46,148.69	34 %
530	P&R-Mower	26,500.00	91,776.60	115,000.00	115,000.00	23,223.40	80 %
541	POLICE-Vehicles	0.00	0.00	120,000.00	120,000.00	120,000.00	%

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
550	Other Equipment	65,518.99	99,888.99	6,000.00	6,000.00	-93,888.99	*** %
557	FIREFLY COVE SYSTEM	0.00	19,817.17	0.00	0.00	-19,817.17	%
592	PW-Street Paving	113,379.57	178,829.57	175,000.00	175,000.00	-3,829.57	102 %
691	Contractual Services	0.00	7,500.00	0.00	0.00	-7,500.00	%
697	Dredging & Debris Removal	55,998.00	56,398.00	1,000,000.00	1,000,000.00	943,602.00	6 %
	Account Total:	284,397.87	566,522.53	1,566,000.00	1,566,000.00	999,477.47	36 %
	Account Group Total:	284,397.87	566,522.53	1,566,000.00	1,566,000.00	999,477.47	36 %
910000	DEBT SERVICE						
910000	DEBT SERVICE						
504	VEHICLES	0.00	13,265.19	44,500.00	44,500.00	31,234.81	30 %
541	POLICE-Vehicles	0.00	12,008.43	17,225.00	17,225.00	5,216.57	70 %
544	Work Truck	0.00	0.00	15,000.00	15,000.00	15,000.00	%
550	Other Equipment	0.00	21,243.23	144,500.00	144,500.00	123,256.77	15 %
561	Brdwalk-Marina Bay	0.00	52,678.68	101,900.00	101,900.00	49,221.32	52 %
573	Barge/Excavator	0.00	63,983.20	0.00	0.00	-63,983.20	%
720	Bond Interest	0.00	17,324.63	58,500.00	58,500.00	41,175.37	30 %
	Account Total:	0.00	180,503.36	381,625.00	381,625.00	201,121.64	47 %
	Account Group Total:	0.00	180,503.36	381,625.00	381,625.00	201,121.64	47 %
920000	Non-Governmental						
920000	Non-Governmental						
130	Unemployment	0.00	0.00	5,000.00	5,000.00	5,000.00	%
450	Insurance	0.00	212,671.32	180,000.00	180,000.00	-32,671.32	118 %
751	Bank Fees	0.00	877.35	3,000.00	3,000.00	2,122.65	29 %
	Account Total:	0.00	213,548.67	188,000.00	188,000.00	-25,548.67	114 %
	Account Group Total:	0.00	213,548.67	188,000.00	188,000.00	-25,548.67	114 %
980000	TRANSFERS						
980000	TRANSFERS						
967	Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total:	659,318.91	6,004,390.52	9,511,465.00	9,511,465.00	3,507,074.48	63 %

21 Capital Reserve Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
	180 Legal Services	0.00	1,050.00	0.00	0.00	-1,050.00	%
	Account Total:	0.00	1,050.00	0.00	0.00	-1,050.00	%
	Account Group Total:	0.00	1,050.00	0.00	0.00	-1,050.00	%
713000	WATER						
713000	WATER						
	190 Engineering Services	0.00	7,085.00	0.00	0.00	-7,085.00	%
	Account Total:	0.00	7,085.00	0.00	0.00	-7,085.00	%
	Account Group Total:	0.00	7,085.00	0.00	0.00	-7,085.00	%
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total:	0.00	8,135.00	1,600,000.00	1,600,000.00	1,591,865.00	1 %

22 DAM Capital Projects Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
190	Engineering Services	0.00	163,633.80	0.00	0.00	-163,633.80	%
691	Contractual Services	0.00	1,653,837.02	0.00	0.00	-1,653,837.02	%
	Account Total:	0.00	1,817,470.82	0.00	0.00	-1,817,470.82	%
	Account Group Total:	0.00	1,817,470.82	0.00	0.00	-1,817,470.82	%
617000	GOLF						
617000	GOLF						
691	Contractual Services	0.00	515,268.98	0.00	0.00	-515,268.98	%
	Account Total:	0.00	515,268.98	0.00	0.00	-515,268.98	%
	Account Group Total:	0.00	515,268.98	0.00	0.00	-515,268.98	%
713000	WATER						
713000	WATER						
691	Contractual Services	0.00	592,296.50	0.00	0.00	-592,296.50	%
	Account Total:	0.00	592,296.50	0.00	0.00	-592,296.50	%
	Account Group Total:	0.00	592,296.50	0.00	0.00	-592,296.50	%
720000	ELECTRIC OPERATIONS						
720000	ELECTRIC OPERATIONS						
691	Contractual Services	0.00	1,300.00	0.00	0.00	-1,300.00	%
	Account Total:	0.00	1,300.00	0.00	0.00	-1,300.00	%
	Account Group Total:	0.00	1,300.00	0.00	0.00	-1,300.00	%
	Fund Total:	0.00	2,926,336.30	0.00	0.00	-2,926,336.30	%

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000	WATER						
713000	WATER						
100	SALARIES	0.00	0.00	150,000.00	150,000.00	150,000.00	%
109	FICA	0.00	0.00	11,200.00	11,200.00	11,200.00	%
110	Retirement	0.00	0.00	24,000.00	24,000.00	24,000.00	%
111	Group Insurance	0.00	0.00	20,000.00	20,000.00	20,000.00	%
120	401 (K) Contribution	0.00	0.00	7,500.00	7,500.00	7,500.00	%
212	Supplies-Fuel	0.00	599.56	0.00	0.00	-599.56	%
214	Supplies-Dept	0.00	2,054.42	15,000.00	15,000.00	12,945.58	14 %
310	Travel and Transportation	0.00	2,315.00	4,000.00	4,000.00	1,685.00	58 %
324	Dues and Subscriptions	0.00	2,050.00	2,000.00	2,000.00	-50.00	103 %
330	Utilities	0.00	8,169.73	15,000.00	15,000.00	6,830.27	54 %
350	Repairs and Maint-Buildings	5,500.00	23,823.15	20,000.00	20,000.00	-3,823.15	119 %
353	Repairs and Maint-Equipment	3,630.90	58,784.54	60,000.00	60,000.00	1,215.46	98 %
358	Repairs and Maint-Lines	10,151.70	11,659.70	18,000.00	18,000.00	6,340.30	65 %
430	Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
691	Contractual Services	0.00	7,310.71	24,000.00	24,000.00	16,689.29	30 %
	Account Total:	19,282.60	116,766.81	371,200.00	371,200.00	254,433.19	31 %
	Account Group Total:	19,282.60	116,766.81	371,200.00	371,200.00	254,433.19	31 %
714000	SEWER						
714000	SEWER						
103	Professional Services	0.00	0.00	3,000.00	3,000.00	3,000.00	%
212	Supplies-Fuel	0.00	39.79	0.00	0.00	-39.79	%
214	Supplies-Dept	0.00	65.99	800.00	800.00	734.01	8 %
215	Supplies-Materials	0.00	78,311.33	180,000.00	180,000.00	101,688.67	44 %
310	Travel and Transportation	1,995.00	2,265.00	6,000.00	6,000.00	3,735.00	38 %
320	Postage	0.00	311.10	4,000.00	4,000.00	3,688.90	8 %
330	Utilities	0.00	3,563.50	16,000.00	16,000.00	12,436.50	22 %
350	Repairs and Maint-Buildings	0.00	15,331.53	25,000.00	25,000.00	9,668.47	61 %
353	Repairs and Maint-Equipment	26,954.00	59,645.72	45,000.00	45,000.00	-14,645.72	133 %
355	Repairs and Maint-Collection	0.00	40,525.89	25,000.00	25,000.00	-15,525.89	162 %
358	Repairs and Maint-Lines	0.00	610.64	15,000.00	15,000.00	14,389.36	4 %
690	Contractual Services-Sludge	0.00	114,198.74	160,000.00	160,000.00	45,801.26	71 %
691	Contractual Services	6,615.00	84,682.92	79,000.00	79,000.00	-5,682.92	107 %
699	Contractual Services-MWTP	5,128.19	30,315.69	40,000.00	40,000.00	9,684.31	76 %
	Account Total:	40,692.19	429,867.84	598,800.00	598,800.00	168,932.16	72 %
	Account Group Total:	40,692.19	429,867.84	598,800.00	598,800.00	168,932.16	72 %
720000	ELECTRIC OPERATIONS						
720000	ELECTRIC OPERATIONS						
330	Utilities	0.00	250.62	0.00	0.00	-250.62	%
352	Repairs and Maint-Dam	0.00	2,462.00	0.00	0.00	-2,462.00	%
	Account Total:	0.00	2,712.62	0.00	0.00	-2,712.62	%
	Account Group Total:	0.00	2,712.62	0.00	0.00	-2,712.62	%

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
356	Repairs and Maint-Pumps and	0.00	0.00	90,000.00	90,000.00	90,000.00	%
505	HYDRO-Emergency Small	0.00	5,989.06	12,000.00	12,000.00	6,010.94	50 %
523	PW-Pickup Truck Replacement	0.00	0.00	48,000.00	48,000.00	48,000.00	%
541	POLICE-Vehicles	0.00	7,435.75	0.00	0.00	-7,435.75	%
544	Work Truck	0.00	0.00	75,000.00	75,000.00	75,000.00	%
547	CAMERAS/CAMERAS	25,447.73	25,447.73	95,000.00	95,000.00	69,552.27	27 %
557	FIREFLY COVE SYSTEM	0.00	136,054.94	0.00	0.00	-136,054.94	%
	Account Total:	25,447.73	174,927.48	320,000.00	320,000.00	145,072.52	55 %
	Account Group Total:	25,447.73	174,927.48	320,000.00	320,000.00	145,072.52	55 %
820000	BONUSES (PERFORMANCE & LONGEVITY						
820000	BONUSES (PERFORMANCE & LONGEVITY						
100	SALARIES	18,303.40	18,303.40	15,000.00	15,000.00	-3,303.40	122 %
	Account Total:	18,303.40	18,303.40	15,000.00	15,000.00	-3,303.40	122 %
	Account Group Total:	18,303.40	18,303.40	15,000.00	15,000.00	-3,303.40	122 %
910000	DEBT SERVICE						
910000	DEBT SERVICE						
611	SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	%
612	Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
	Account Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
	Account Group Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
980000	TRANSFERS						
980000	TRANSFERS						
958	Transfer to Fund Balance	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Account Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Account Group Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Fund Total:	103,725.92	742,578.15	1,650,360.00	1,650,360.00	907,781.85	45 %

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
720000	ELECTRIC OPERATIONS						
720000	ELECTRIC OPERATIONS						
100	SALARIES	22,206.29	238,676.42	62,000.00	62,000.00	-176,676.42	385 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	3,018.98	18,702.48	4,800.00	4,800.00	-13,902.48	390 %
110	Retirement	3,507.24	42,408.59	12,090.00	12,090.00	-30,318.59	351 %
111	Group Insurance	1,992.60	23,773.18	10,000.00	10,000.00	-13,773.18	238 %
120	401 (K) Contribution	635.96	7,937.50	4,500.00	4,500.00	-3,437.50	176 %
212	Supplies-Fuel	0.00	2,468.22	6,000.00	6,000.00	3,531.78	41 %
214	Supplies-Dept	0.00	227.00	6,200.00	6,200.00	5,973.00	4 %
321	Telephone	107.78	121.58	3,000.00	3,000.00	2,878.42	4 %
330	Utilities	0.00	1,915.85	6,000.00	6,000.00	4,084.15	32 %
350	Repairs and Maint-Buildings	0.00	287.00	25,000.00	25,000.00	24,713.00	1 %
352	Repairs and Maint-Dam	0.00	2,419.00	0.00	0.00	-2,419.00	%
353	Repairs and Maint-Equipment	946.94	13,004.23	40,000.00	40,000.00	26,995.77	33 %
691	Contractual Services	62,315.97	62,315.97	42,000.00	42,000.00	-20,315.97	148 %
967	Transfer to Capital Reserve	0.00	0.00	38,560.00	38,560.00	38,560.00	%
	Account Total:	94,731.76	414,257.02	300,150.00	300,150.00	-114,107.02	138 %
	Account Group Total:	94,731.76	414,257.02	300,150.00	300,150.00	-114,107.02	138 %
	Fund Total:	94,731.76	414,257.02	300,150.00	300,150.00	-114,107.02	138 %

58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
714000	SEWER						
714000	SEWER						
	190 Engineering Services	0.00	42,954.50	0.00	0.00	-42,954.50	%
	691 Contractual Services	0.00	15,965.41	0.00	0.00	-15,965.41	%
	Account Total:	0.00	58,919.91	0.00	0.00	-58,919.91	%
	Account Group Total:	0.00	58,919.91	0.00	0.00	-58,919.91	%
	Fund Total:	0.00	58,919.91	0.00	0.00	-58,919.91	%

75 CHIMNEY ROCK WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
	214 Supplies-Dept	0.00	700.00	0.00	0.00	-700.00	%
	968 Payments to Chimney Rock Water	0.00	64,286.21	0.00	0.00	-64,286.21	%
	Account Total:	0.00	64,986.21	0.00	0.00	-64,986.21	%
	Account Group Total:	0.00	64,986.21	0.00	0.00	-64,986.21	%
	Fund Total:	0.00	64,986.21	0.00	0.00	-64,986.21	%
	Grand Total:	857,776.59	10,219,603.11	13,061,975.00	13,061,975.00	2,842,371.89	78 %

V
COUNCIL LIAISON
REPORTS AND
COMMENTS

VI

PUBLIC COMMENT

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

VIII

CONSENT AGENDA

- A. Approval of the June 11, 2024 Regular Town Council Meeting Minutes, the June 24, 2024 Special Town Council Meeting Minutes, and the June 26, 2024 Work Session and Action Meeting.

- B. Resolution No. 24-07-09A –Amending the Lake Lure Steering Committee Establishing Resolution.



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, JUNE 11, 2024, 5:00 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 Manager
Stephen Ford, Finance Director
Dean Lindsey, Public Services Director
Michael Williams, Community Development Director
Laura Krejci, Communications Director

ABSENT: N/A

I. CALL TO ORDER

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

II. APPROVE THE AGENDA

Commissioner David DiOrio made a motion to approve the agenda, as presented. Commissioner Patrick Bryant seconded and all voted in favor.

III. MAYOR'S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance.

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Olivia Stewman summarized highlights from her Manager's Report for May which is available in the meeting packet.

Town Manager Stewman reported that the following actions were taken at the February work session and action meeting:

- Approval of Parks, Recreation, and Lake Coordinator Position
- Authorization Condemn and Order the Removal of the Seawall and Boathouse within the Timeframe Specified in the Ordinance, and to Stabilize the Shoreline after Removal of the Seawall
- Appointment of Town Clerk
- Approval of Conceptual Site Plan for the Workforce Housing Site Plan

V. PUBLIC HEARING

A. ORDINANCE NO. 24-06-11 ADOPTING FISCAL YEAR 2024-2025 BUDGET

I. STAFF REPORT

There was a public hearing on the proposed Fiscal Year 2024-2025 Budget. There were no comments from the public.

The proposed budget has been reviewed in a series of meetings over the course of the past couple of months.

Staff provided a brief overview of the proposed budget.

II. PUBLIC HEARING

Commissioner Patrick Bryant made a motion to open the public hearing Commissioner Jim Proctor Seconded and all voted in favor.

III. COUNCIL DELIBERATION

There was no further deliberation from Council.

IV. CONSIDERATION OF ADOPTION OF ORDINANCE NO. 24-06-11

Commissioner Bryant made a motion to adopt Ordinance No. 24-06-11 Adopting Fiscal Year 2024-2025 Budget. Commissioner Doster seconded and the motion carried 4-0. Ordinance No. 24-06-11 was adopted as follows:

ORDINANCE NO. 24-06-11

AN ORDINANCE ADOPTING THE FISCAL YEAR 2024-2025 BUDGET FOR THE TOWN OF LAKE LURE, NORTH CAROLINA

SECTION 1. In accordance with G.S. 159-13 (a), the Town Council of the Town of Lake Lure adopts this ordinance entitled Town of Lake Lure 2024-2025 Budget.

SECTION 2. This ordinance includes revenues and expenditures in the General Fund, Water/Sewer Fund and Electric Fund. Revenues and expenditures in those funds are as follows:

REVENUES

I. GENERAL FUND

Ad Valorem and Vehicle Taxes	4,700,000
State Shared Revenues & Grants	3,000,000
Land Use Fees	100,000
Cultural and Recreation	1,252,800
Miscellaneous Revenues	90,000
Transfer from Capital Reserve	-
Installment Agreement Proceeds	-

TOTAL GENERAL 9,142,800

II. WATER/SEWER FUND

TOTAL WATER/SEWER 1,650,360

III. ELECTRIC FUND

TOTAL ELECTRIC 280,000

GRAND TOTAL - ALL FUNDS **11,073,160**

EXPENDITURES

I. GENERAL FUND

Governing Board	58,800
Administration	1,257,900
IT/Telecommunications	135,000
Police	1,092,772
Fire	1,100,000
Sanitation	240,000
Public Works	941,550
Economic Development	123,900
Community Development	613,965
Parks, Recreation & Lake	797,600
Beach & Marina	5,000
Dam/Watershed Protection	15,000
Non-Governmental	205,000
Capital Outlay & Projects	606,313
Debt Service	350,000
Transfer to Dam Capital Reserve Fund	1,600,000

TOTAL GENERAL **9,142,800**

II. WATER/SEWER FUND

Water Operations	386,200
Sewer Operations	598,800
Capital Outlay and Bonus	145,415
Debt Service	119,945
Transfer to Fund Balance (Equity)	400,000
TOTAL WATER/SEWER	1,650,360

III. ELECTRIC FUND

Operations	280,000
Capital Outlay	-

TOTAL HYDRO-ELECTRIC FUND 280,000

GRAND TOTAL – ALL FUNDS 11,073,160

SECTION 3. To achieve this budget program, the Town Council of the Town of Lake Lure, in accordance with G.S. 159-13 (c), the tax rate shall be 0.357 per \$100.00 of property valuation (municipal services at 0.157 per \$100.00, Dam capital .127 per \$100.00 and fire district tax at 0.073 per \$100.00 of property valuation).

SECTION 4. Pursuant to the authority set forth in Article 20, Chapter 160A of the North Carolina General Statutes, the Town of Lake Lure and Rutherford County have entered into a contractual agreement to provide for centralized and systemized billing and collection of property taxes in Rutherford County. Under this agreement the County will perform for itself and the Town all of the tax collection functions prescribed in Subchapter 50 of Chapter 105 of the North Carolina General Statutes (often referred to as the Machinery Act). This joint tax collection system shall commence with the tax levy for the fiscal year beginning July 1, 2024. In accordance with section V. of this agreement, the Town of Lake Lure hereby adopts the same tax discount schedule as the County for the Town's tax levy for the fiscal year commencing July 1, 2024.

V. PUBLIC HEARING

**B. ORDINANCE NO. 24-06-11A AMENDING CODE OF ORDINANCES
CHAPTER 4 (“ANIMALS”)**

I. STAFF REPORT

There was a public hearing on Ordinance No. 24-06-11A Amending Code of Ordinances Chapter 4 (“Animals”).

This ordinance involves a text amendment to establish an allowance for a public school to keep certain livestock for educational purposes with specific approval from town council.

The amendment would require the following changes to Chapter 4 of the Code of Ordinances: a modification of Section 4-3(a,d,e) and add 4-3(f) specifically allowing the keeping of goats and/or chickens outside of a 200 foot buffer from a residence, church, store or other place of business.

There was a brief discussion to clarify that the ordinance was only for goats at the school.

Dr. Kate Sloss, Lake Lure Classical Academy Board Director spoke to advise that the school could not use pesticides outside where the children were playing so the goats will help keep the kudzu at bay while providing educational opportunities and even companionship for some children.

II. PUBLIC HEARING

Commissioner Jim Proctor made a motion to open the public hearing. Commissioner Scott Doster seconded and all voted in favor.

Commissioner Doster made a motion to close the public hearing. Commissioner DiOrio seconded and all voted in favor.

III. COUNCIL DELIBERATION

Council held deliberation on Ordinance No. 24-06-11A.

IV. CONSIDERATION OF ADOPTION OF ORDINANCE NO. 24-06-11A

Mayor Pro-Term David DiOrio made a motion to adopt the Ordinance No. 24-06-11A. Commissioner Jim Proctor seconded and all voted in favor. Ordinance No. 24-06-11A was adopted as follows:

ORDINANCE NUMBER 24-06-11A

AN ORDINANCE AMENDING SECTION 4-3 OF CHAPTER 4 ANIMALS

WHEREAS, The Town of Lake Lure finds it necessary to modify the section regarding keeping of livestock within the corporate limits; and

WHEREAS, Section 4-3 of the Animals Regulations of the Town of Lake Lure states that, "it shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, or other livestock or fowl on any lot or within any pen, stable, or other enclosure or building within the corporate limits; and

WHEREAS, Town staff believes that a public school is distinctly different from other commercial or residential properties; and

WHEREAS, The keeping of goats and chickens for educational use at public schools has been reviewed and recommended by the Zoning and Planning Board as an amendment to Section 4-3; and

WHEREAS, Town staff believes that the keeping of goats and chickens for educational use at public schools should be permitted within established limits; 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 4-3 of the Animals Regulation of the Town of Lake Lure is hereby amended as follows:

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

Sec. 4-3. Livestock

- (a) *Keeping of livestock prohibited.* It shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, other livestock, or fowl other than hens as defined in section 4-1, on any lot or within any pen, stable, or other enclosure or building within the corporate limits. This section shall not be deemed to prohibit the assembling of livestock for shipment or the unloading from shipment of livestock, provided that such livestock are not kept within the corporate limits for more than 24 hours prior to shipment or subsequent to unloading. Nor shall this section be deemed to prohibit the keeping of livestock for educational purposes as described in section 4-3(d).
- (b) *Horses and ponies.* Horses and ponies may be kept within town limits for pleasure or recreational purposes only, provided that no horse or pony is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, including the owner's or boarder's residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be

Minutes of the June 11, 2024 Regular Town Council Meeting

kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. The pasturing of any horse or pony will be limited to one animal for every two acres of pasture.

- (c) *Hens.* Up to four (4) hens may be kept within town limits, on residentially zoned properties, for non-commercial purposes only, provided that no hen is kept, housed, penned or maintained within 100 feet of a residence other than the owner's or tenant's, a church, store or other place of business. Additionally, hens shall be kept separated from any property line by a minimum of 50 feet and a minimum of 75 feet from any body of water or roadway. All areas where hens are kept shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor which can be detected by and is offensive to the occupant of any dwelling in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. Hens must be kept within a completely enclosed chicken coop and/or run, the total area of which shall not exceed 160 square feet in size. The free ranging of hens is prohibited. Any individual keeping hens within the town must obtain an annual registration permit to be in compliance with this section of the Code of Ordinances.
- (d) *Livestock for educational purposes.* Goats and chickens may be kept within town limits by a public school for educational purposes, with specific approval by Town Council, provided that no goat or chicken is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities.
- (e) *Effect upon existing livestock.* Persons keeping or maintaining within the corporate limits any of the animals named in subsection (a) of this section, shall remove them from the corporate limits in order to comply with subsection (a) of this section not later than six months from the effective date of the ordinance from which this subsection is derived.
- (f) *Violations.* In any event, if any horse, pony, goat or hen being kept pursuant to this section becomes noncompliant with these provisions, upon written notice given by the town to either the owner of the horse, pony or hen or the possessor of said horse, pony, goat or hen, that owner or possessor shall have seven days to correct the deficiencies noted in the written notice, and failure to correct the deficiencies noted in the written notice shall constitute a violation of this chapter.

The Town of Lake Lure Town Council deems Ordinance No. 24-05-14 to be reasonable and in the public interest because it adopts the permitting of specific livestock for educational purposes at any public school within the town corporate limits.

VI. COUNCIL LIAISON REPORTS & COMMENTS AND BOARD PRESENTATIONS

ABC Board: The Board met 5/20 and everything is running smoothly. The financials will be reviewed at the next meeting. The store had a \$17,000 day last week.

Board of Adjustments/Lake Structure Appeals Board: The Boards met and there was nothing new to report at this time.

Lake Advisory Board (LAB): The Board has been working on the Buoy Plan and recommended a change from 97 buoys down to 62 buoys with some new strategic placements. The Buoy Plan was presented to the Marine Commission 6/11/24 and passed. The buoys will be relocated in the coming days.

It was noted that a new industrial ramp has been built in Morse Park to support the reservoir drain project. The Board is considering that this may be a second non-motorized ramp at a future date once the project is complete.

Additionally, the Board is working with the Lake Lure Police Department to track the activity on the Lake related to non-motorized boats. They are monitoring the number of non-motorized boats on the lake with the change in the permitting for such. They are closely monitoring the Marina area and watching the traffic.

Parks and Recreation Board: It was noted that a complaint had been made about the playground equipment in Morse Park and this had been addressed.

A recommendation was made to replace the signs that say "Lake Lure Incorporated 1927 and this will be done.

There were 114 volunteer hours, not including the hours from the Flowering Bridge and the Carolina Climbers Coalition.

The Flowering Bridge just held their Ground Breaking Ceremony for the new Education Center and they have installed new Fairy Gardens that are a must see.

The Board will be making recommendations for updating the Comprehensive to include all the progress that has been made with our Lake Lure Parks and Trails.

Zoning and Planning Board: The Board met on 5/21 and reviewed a new subdivision plan near Ridge Road. The Board is also considering identifying historical sections of town to designate historically significant areas.

Lake Lure Steering Committee: The committee will meet on 6/27/24 at 10:00. This committee meets to make recommendations on the best ways to utilize the

Rutherford County Tourism funds. The Chair of the Parks and Recreation Board also chairs this committee.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

There were no comments.

VIII. CONSENT AGENDA

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

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

- A. Approval of the May 14, 2024 Regular Town Council Meeting and the May 22, 2024 Town Council Work Session and Action Meeting Minutes

IX. UNFINISHED BUSINESS

There was no unfinished business to discuss.

X. NEW BUSINESS

A. REQUEST TO APPEAL NOTICE OF VIOLATION (NOV-2024018)

A notice of violation (NOV-2024018) was issued on May 9th for failed erosion control, plan deviation without revision, and unstable slopes.

The property owner has requested to appeal the citation fine related to NOV-2024018.

On 5/7/2024 it was discovered that all erosion control between the jobsite and the waters of Lake Lure had been removed by the contractor, Bill Thompson.

Additionally, the engineered stormwater outlet was improperly installed, and there were unprotected steep slopes.

These deviations led to unabated sediment loss into the waters of Lake Lure.

The applicant, Mr. Hausle, was fined \$400 for this initial set of issues. Citations were paused when the owner reported that the builder, Bill Thompson, was installing erosion control.

Staff re-inspected the site on 5/9/2024 and discovered that the erosion control was not installed correctly and had failed completely.

Citations began again after discovering sediment running into the waters of Lake Lure.

Two additional citations for \$600 apiece were issued before the homeowner obtained compliance.

Due to the plan deviations and site management failures, the site is out of compliance with town ordinance standards.

Presently, the erosion control is compliant, but the notice of violation is still active until the homeowner submits a reforestation plan to bring the site into compliance and redesigns a stormwater outlet.

In total, staff issued \$1600 in citations.

It is staff's opinion that the town should abstain from eliminating 100% of citations issued to deter negligent behavior by repeat offenders.

Mr. Hausle wrote a letter appealing the fines. He is the property owner and the General Contractor.

He was present and presented his perspective on the situation.

There was a discussion and ultimately Town Council voted to hold the fines for now and delay a final decision until the project was 100% complete.

X. NEW BUSINESS

B. REQUEST TO APPEAL DECISION BY THE LAKE STRUCTURE APPEALS BOARD REGARDING LSP-2024009

A decision was made by the Lake Structure Appeals Board (LSAB) at their May 21st special meeting determining that LSP-2024009 met the criteria established in Section 6-51 of the Code of Ordinances to allow for the construction of a decktop accessory structure at 183 Sunset Cove.

A neighboring property owner has requested to appeal the decision of the LSAB).

The appeal was considered and staff recommended affirmation of the 5/21/24 Lake Structure Appeals Board approval of decktop accessory structure at 183 Sunset Cove.

There was a lengthy discussion and Mrs. Nancy McNary, the neighboring property owner, made a fervent request that her appeal be considered. She stated that she was present at the Town Council Meeting when the Lake Structure Code was adopted. She explained that the code was designed to ensure that no one's lake view would ever be materially obstructed. She presented pictures of her current view and renderings of the new obstructed view would look like.

Town Council listened to her concerns and viewed her photos and renderings.

Mr. Nicholas White, attorney for the property owners of 183 Sunset Cove, shared the concessions the property owners had already made to make compromises with the owners of the McNary property. He expressed concerns with posing any further restrictions on the property owners.

Commissioner Proctor made a motion uphold the Lake Structure Appeals Board approval of decktop accessory structure at 183 Sunset Cove. Commissioner DiOrio seconded and all voted in favor.

X. NEW BUSINESS

C. CONSIDER APPROVAL OF CONCESSION AGREEMENT WITH LODGE ON LAKE LURE

Based on the Lake Use Regulations, a company with any tour boats must enter into a concession agreement with the Town.

Staff presented an overview of the proposed concession agreement and recommended approval.

Additionally, a notation of an annual certification course should be omitted from the agreement.

Commissioner Bryant made a motion to approve the concession agreement with the Lodge on Lake Lure, as amended. Commissioner DiOrio seconded and all voted in favor.

X. NEW BUSINESS

D. CONSIDER APPROVAL OF CONCESSION AGREEMENT WITH LAKE LIFE LLC

Mayor Pro-Term David DiOrio asked to recused himself from this item due to financial interest in Lake Life, LLC. Commissioner Proctor made a motion to recuse Commissioner DiOrio. Commissioner Doster seconded and all voted in favor.

Lake Life LLC would like to begin boat tours. This company is associated with the Lake House Restaurant. Based on the Lake Use Regulations, a company with any tour boats must enter into a concession agreement with the Town. Staff presented an overview of the proposed concession agreement and recommended approval with a caveat that the fees be paid annually, rather than monthly. It was noted that the annual certification course should be omitted from this agreement, as well.

Commissioner Proctor made a motion to approve the concession agreement with the Lake Life, LLC, as amended. Commissioner Bryant seconded and all voted in favor.

X. NEW BUSINESS

E. RESOLUTION NO. 24-06-11 AMENDING THE PERSONNEL POLICY

Town staff has been reviewing options for managing compensatory time.

There has been no limit in previous years. Staff is recommending a limit of 120 compensatory hours for public safety and 80 compensatory hours for all other employees.

Following this maximum, employees will gain overtime pay.

This is a better method to tracking overtime hours and is in line with audit guidelines.

All non-exempt employees will be paid out to the maximum compensatory hours specified within Resolution No. 24-06- 11.

Staff recommends adoption.

Commissioner Doster made a motion Resolution No. 24-06-11 amending the Personnel Policy. Commissioner Bryant seconded and all voted in favor. Resolution No. 24-06-11 was adopted as follows:

RESOLUTION NO. 24-06-11

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
AMENDING TOWN OF LAKE LURE PERSONNEL POLICY MANUAL**

WHEREAS, the Town of Lake Lure has a Personnel Policy Manual that was adopted November, 2001, and has been subsequently amended; and

WHEREAS, the Personnel Policy Manual shall apply to conditions of employment of the employees of the Town of Lake Lure; and

WHEREAS, there is recommendation to amend Article V (“The Pay Plan”) Section 10 (“Overtime”).

NOW, THEREFORE BE IT RESOLVED, the Town of Lake Lure Personnel Policy Manual be amended a follows:

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

SECTION ONE. Personnel Policy Manual Article V (“The Pay Plan”), Section 10 (“Overtime”) is hereby amended as follows:

Section 10. Overtime

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

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

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

- (a) Department Heads shall arrange the work schedules of their employees so as to accomplish the required work within the appropriate work periods. Overtime work shall be considered work performed by an employee that exceeds the established

work period of the employee. Overtime work must be of an unusual, unscheduled, or emergency nature and be directed or authorized by the Department Head or authorized representative of the Department Head, in writing. Department Heads may require extensive overtime only with the approval of the Town Manager.

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

Employees in positions determined to be “exempt” from FLSA (as Executive, Administrative, or Professional staff) will not receive pay for hours worked in excess of their normal work periods. These employees may be granted occasional unofficial compensatory leave where the convenience of the Town operation allows.

- (b) The following work periods shall be established for the purpose of calculating overtime earned:
 - (1) Law enforcement personnel and Firefighting personnel shall be assigned to a 28-day work period with a maximum of 171 work hours (Average of 42 hours per week) for Law Enforcement and 212 work hours (Average of 53 hours per week) for Firefighting personnel before accruing overtime.
 - (2) All other non-exempt town employees shall be assigned to a 7 consecutive day work period with a maximum of 40 work hours before earning overtime or accruing Compensatory Time.

- (c) Non-Exempt Employees required to work hours over the maximum allowed in the assigned work period shall be compensated for such overtime hours worked subject to the following provisions:

- (1) The maximum compensatory time that may be accrued by any non-exempt employee shall be 480 120 (~~320 overtime hours worked~~) for public safety and 240 80 (~~160 overtime hours worked~~) hours in all other Town positions. Employees are required to take accrued compensatory time before using accrued vacation and/or sick leave. ~~Any unused compensatory time at June 30th of each year will be paid to the employee at the employee's current hourly rate of pay. Notwithstanding anything to the contrary herein, the Personnel Policy shall conform to the FLSA (Fair Labor Standards Act).~~
 - (2) ~~Department Heads may, with prior approval of the Town Manager, pay employees for overtime work when it is not feasible to permit their absence for the purpose of taking compensatory time off. Any additional hours accrued exceeding the compensatory time limits shall be paid in overtime as specified within this section.~~
 - (3) An employee whose employment is terminated shall receive pay for all compensatory time accrued but not taken.
- (d) Supervisors shall be responsible for maintaining appropriate and accurate records detailing hours worked each day and total hours worked each work period. All time-records must be signed by the supervisor and delivered to the Human Resources Director no later than ~~9:30~~ 8:00 a.m. on ~~Tuesday~~ Monday immediately preceding payday.

SECTION TWO. All compensatory hours exceeding 120 hours for public safety and 80 hours for all employees accrued as of June 30, 2024 shall be paid out to the specified amount of maximum compensatory hours.

SECTION THREE. This resolution shall be effective upon adoption.

X. NEW BUSINESS

**F. CONSIDER APPROVAL OF LAKE ADVISORY BOARD
RECOMMENDATION REGARDING NAVIGATION SAFETY AND LAKE
CONFORMANCE RELATED TO 429/441 TRYON BAY CIRCLE**

Ms. Kathie Hatfield, Chairperson for the Lake Advisory Board, explained that during the March 27, 2024 regular work session and action meeting of the Lake Lure Town Council, the members of the Council passed a motion to adopt a requirement for a navigational safety and lake conformance review by the Lake Advisory Board (LAB) and the Community Development Department in advance of the nonconforming structures at 429/441 Tryon Bay Circle.

At the April 8th meeting of the Lake Advisory Board, Community Development Director, Michael Williams, made a presentation regarding the current status of the development of the property at 429/441 Tryon Bay Circle to include the initial proposal for construction of lake structure(s) at the same location.

The Board was given the opportunity to view the architectural drawings and aerial photographs of both the lot(s) and the adjacent bridge/waterway.

There were approximately 15 residents from the area that attended the meeting.

After further review and assessment from the LAB, it was recommended that in order to protect swimmers, curb additional congestion and allow and maintain safe access for water vessels under the bridge and into and out of Tryon Bay, any lake structure constructed at 429/441 Tryon Bay Circle should not be permitted to extend more than 15' out from the current seawall.

Staff recommended adoption.

Ms. Hatfield advised that Police Officer Dills conducted three different traffic studies in the area.

He had no concerns of the traffic come in and out.

The biggest problem is on Saturday mornings with boats and swimmers going out into Tryon Bay.

He reinforced that the middle of the bridge is the place to be and this is what is limiting the egress and ingress.

Mrs. Hatfield advised that the recommendation is to protect swimmers that any lake structure at 429/441 Tryon Bay Circle should not be permitted to extend more than 15 feet.

Town Council approved the Lake Advisory Board Recommendation regarding navigation safety and Lake conformance related to 429/441 Tryon Bay Circle and any lake structure for this property will not be permitted to extend more than 15 feet. Commissioner DiOrio seconded and all voted in favor.

X. NEW BUSINESS

G. REQUEST TO APPEAL NOTICE OF VIOLATION (NOV-2024016)

Mr. Williams advised that a notice of violation (NOV-2024016) was issued on 4/10/24 for plan deviation without revision, and unstable slopes.

The property owner has requested to appeal the citation fine related to NOV-2024016.

There was a discussion regarding the violations and the problems that were created as a result.

Commissioner Bryant made a motion to deny the Appeal of Notice of Violation (NOV-2024016). Commissioner DiOrio seconded and all voted in favor.

XI. CLOSED SESSION

Commissioner Doster made a motion to enter into closed session in accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims. Commissioner Bryant seconded and all voted in favor.

During closed session, Council discussed a potential legal matter.

Commissioner Bryant made a motion to return to open session. Commissioner Doster seconded and all voted in favor.

XII. ADJOURNMENT

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 7:38 p.m. Commissioner Proctor seconded and the motion carried 4-0.

ATTEST:

Elba Willette, Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL
HELD MONDAY, JUNE 24, 2024, 8:00 A.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 Manager
Keaton Nickelsen, Representative of NC-III Ridgeline LL Tours, LLC

ABSENT:

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 8:00 a.m.

II. APPROVE THE AGENDA

Commissioner Jim Proctor made a motion to approve the agenda, as presented.
Commissioner Scott Doster seconded and all voted in favor.

**III. CONSIDER APPROVAL RESOLUTION NO. 24-06-24 COSENTING TO
TRANSFER OF LAKE LURE TOURS, INC.'S CONCESSION AGREEMENT.**

Attorney William Morgan started by asking Keaton Nickelsen, representative for the buyers). To explain the email he send after reviewing the agenda, Mr. Nickelsen than said that the agenda needed to reflect that Ridgeline Investment Partners, LLC is the managing member of NC-III Ridgeline LL Tours, LLC which will be the sole member of NC-III Ridgeline LL Tours, LLC and that this will ideally be the named entity on the concession agreement.

Commissioner Scott Doster made a Motion to adopt the resolution No. 24-06-24. Mayor Pro-Term David DiOrio seconded and all voted in favor. Resolution No. 24-06-24 was adopted as follows:

RESOLUTION NO. 24-06-24

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
CONSENTING TO TRANSFER OF LAKE LURE TOURS, INC.'S
CONCESSION AGREEMENT**

WHEREAS, the Town of Lake Lure has an active Concession Agreement with Lake Lure Tours; and

WHEREAS, Lake Lure Tours is selling its properties and operations to NC-III Ridgeline LL Tours, LLC; and

WHEREAS, the Concession Agreement states that Lake Lure Tours will agree not to subcontract, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, Lake Lure Tours' obligations under the Agreement, or any or all of its right, title, or interest, without the Town's prior written consent, which shall be given or denied in the Town's sole discretion; and

WHEREAS, the Town desires to grant permission to Lake Lure Tours to transfer its obligations under the Concession Agreement to NC-III Ridgeline LL Tours, LLC.

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

SECTION ONE. The Town of Lake Lure hereby grants permission to Lake Lure Tours to transfer its obligations under the Concession Agreement to NC-III Ridgeline LL Tours, LLC.

SECTION TWO. This resolution shall be effective upon adoption.

IV. ADJOURNMENT

With no further business, Commissioner Patrick Bryant made a motion to adjourn the meeting at 8:04 a.m. Commissioner Jim Proctor seconded and the motion carried 4-0.

ATTEST:

Elba Willette, Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE WORK SESSION AND ACTION MEETING OF THE LAKE LURE
TOWN COUNCIL HELD TUESDAY, JUNE 26, 2024, 8:30 A.M. AT THE LAKE LURE
MUNICIPAL CENTER**

Present: Mayor Carol C. Pritchett
Mayor Pro-Term David DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim proctor

William Morgan, Jr., Town Attorney
Olivia Stewman, Town Manager
Stephen Ford, Finance Director
Michael Dydula, Project Manager
Dean Lindsey, Public Services Director
Michael Williams, Community Development Director
Laura Krejci, Communications Director

Absent:

I. CALL TO ORDER

Mayor Carol Pritchett called the meeting to order at 8:34 a.m.

II. AGENDA ADOPTION

Commissioner Jim Proctor made a motion to adopt the agenda with the addition of item XV to the agenda for closed session in accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims. Commissioner Scott Doster seconded and all voted in favor.

III. PUBLIC COMMENT

There were no public comments.

IV. REVIEW INDEMNIFICATION AGREEMENT

Lured Market previously requested to keep three picnic benches located on Town property.

Attorney William Morgan drafted an Indemnification Agreement between the Town and the owners of Lured Market, which should be entered into if the Town agrees to allow the benches to remain on Town property.

Town staff recommends that Lured Market take responsibility for maintaining the area in reference, if the agreement is approved.

There was a brief discussion with Paul Brock from Lured Market.

Mr. Williams – will maintain property and add public benches – is open to the public anyone can use it but no alcoholic beverages or vaping because there is town property.

Commissioner Scott Doster made a motion to approve the Indemnification Agreement as presented. Commissioner Patrick Bryant seconded and all were in favor.

V. DISCUSS LABELLA TASK 22 FOR HUNT PROPERTY SURVEY

LaBella Task 22 includes securing the services of WSP USA for aerial imagery capture and post-flight processing for topographical mapping of Parcel Numbers 226751 and 226757 (the 'Hunt Properties'), as well as approximately 10 acres consisting of portions or all of additional Parcel Numbers 1630760, 1624409, 222691, 222335 and other adjacent parcels. The survey will include topographic/plan metric data with 1' contour intervals and vertical accuracy better than 1'.

The site will be flown with aerial LiDAR and photogrammetry (aerial imagery), and both methods will be used to extract the ground surface data and plan metric data.

Boots-on-the-ground surveying will be used in areas of thick canopy to supplement the LiDAR data. (The Drone LiDAR system in leaf off conditions typically achieves 100% coverage with very little boots-on-the-ground field surveying.

With leaf on conditions, LiDAR coverage is expected to be 50-75% with obscured areas supplemented via conventional surveying on the ground.

This Task will reduce costs from Schnabel Engineering, as this would have been required for the dam project, as well.

Town staff recommended approval.

Town manager Olivia Stewman added that the property will be re-surveyed and appraised.

Minutes of the June 26, 2024 Town Council Work Session and Action Meeting

Commissioner Patrick Bryant made a motion to approve LaBella Task 22. Commissioner Jim Proctor seconded, all voted in favor.

VI. DISCUSS LAKE DRAWDOWN SCHEDULE

Each June, Town Council determines the upcoming Lake Drawdown Schedule.

This year, there are various factors to consider including dredging completion of Tainter gate inspection, repair of the Tainter gate steel members and seals testing of the drain valves review of the backshore area at 20' depth review of the impacts on wells, existing sewer repairs observation of any erosion or storm-water issues assessment of deep water access and barge access.

Town staff recommends that the Lake Drawdown take place from January 2025 through March 2025.

There was a detailed discussion of the possibilities and the work that can be accomplished during the drawdown with an emphasis on the items above as well as dredging.

Town Council voted to begin the Lake Drawdown 1/1/25.

It is estimated that the Lake will be lowered by about a foot per day.

The Town plans to prioritize the work that needs to be accomplished at the 20-foot drawdown level.

Lake Levels may range between 4 - 20 feet below full pond during the Lake Drawdown.

All contractors must be out of the Lake by 3/15/25.

The plan is to begin refilling the Lake to full pond on 3/15/25.

Mayor Pro-Term David DiOrio Presented a Motion to approve a drawdown period from January 1 until March 15. Commissioner Jim proctor seconded and all voted in favor.

VII. DISCUSS BETTAC ELECTRICAL ENGINEERING DESIGN PROPOSAL

Bettac Engineering, PLLC has submitted a proposal to the Town to provide electrical engineering design services for the Lake Lure Dam. This proposal includes 480/277V utility service with genset backup for the control house and pumping station project. This proposal would be in support of the operation of the reservoir drain valves. Bettac's proposal is priced at \$19,800.

Dean Lindsey explained that we are upgrading our lift station to 480 volts and that part of the upgrade includes a backup generator that will help keep our system running. Mr. Lindsey noted that a portable generator is a cheaper option and that we will need to order panels.

Minutes of the June 26, 2024 Town Council Work Session and Action Meeting

Mayor Pro-Term David DiOrio said that it was a good compromise for price decrease. Commissioner Scott Doster added that the Town will need to contract with an electrician after the design.

Commissioner Patrick Bryant made a motion to approve the electrical plan as presented Commissioner Jim Proctor second and all voted in favor.

VIII. FY 24-25 FEE SCHEDULES

The General Fee Schedule, Land Use Fee Schedule, and Utility Fee Schedule must be adopted each fiscal year.

There are no proposed amends to the General Fee Schedule or Utility Fee Schedule aside from the removal of Chimney Rock’s water rates from the Utility Fee Schedule.

Staff is proposing an increase in appeal fees on the Land Use Fee Schedule in the hopes of avoiding frivolous appeal requests, but a refund for successful appeals shall remain in place. Town Manager Olivia Stewman added that the town will be recommending \$300 for the appeals.

The Lake Use Fee Schedule is adopted based on the calendar year and will be reviewed in December.

Commissioner Proctor made a motion to approve the 24-25 fee schedule plan as presented. Commissioner DiOrio seconded and all voted in favor.

IX. FY 24-25 SALARY GRADE SCHEDULE

A 3.8% cost of living adjustment (COLA) was incorporated into the budget adopted for the Fiscal Year 2024-2025.

The Salary Grade Schedule has been adjusted to reflect the 3.8% increase.

Commissioner Bryant made a motion to adopt the FY 24-25 Salary Grade Schedule. Commissioner Doster seconded and all voted in favor.

X. AUDIT UPDATE

Stephen Ford explained that two firms submitted proposals for auditing services including Martin and Starnes and Thompson, Price, Scott, Adams & Co. Director Ford noted that the Alan Thompson Group is a very reputable and they are recommended by peers.

Prior to discussing the Audit discussion, Finance Director Steve Ford asked Town Council to give thought to how the Town might handle the Hydro-electric Fund moving forward.

Minutes of the June 26, 2024 Town Council Work Session and Action Meeting

There was a discussion and review of the bid proposals.

The contract for auditing services will span from FY 2024 through FY 2026 audits.

There was a discussion regarding the matter and Town Council will consider approval of a contract with Thompson, Price, Scott, Adams & Co. at a later date.

XI. DISCUSS SHORT TERM RENTAL ADVISORY BOARD

Town Manager Olivia Stewman recommended establishing a board to make recommendations on short term rentals.

Town Council discussed the possibility of establishing a Short-Term Rental Advisory Committee in the future.

This would help with regulating short-term rentals appropriately, as they remain prevalent in the community.

The committee could help address significant issues such as operators working without a permit, trash, over occupancy, and trash.

Council was in favor of the creation of the Committee.

XII. PROJECT MANAGER UPDATES

Project Manager Mike Dydula provided additional updates.

The property at 177 Tryon Bay went to auction 6/25/24. There was one bid. The public has 10 days to counter the bid.

The Lake Lure Dam replacement project has officially begun. The geophysical survey work began this week using radar sound to determine if we can build what we want to be built in the location where plan to build it. The next step will be a geotechnical survey. Once we have this information we will be able to proceed with plans.

The Reservoir Drain Project schedule target completion date is 10/17/24. Crews are out on the barge right now and they are installing the trash rack to prevent any logs and other trash from getting through. The concrete bulkhead is under the water. It will be grouted and bolted to the dam. The trash rack will go in the water after July 4th. Divers will be working to add the hole in the Dam by mid-July. The gate valve is being stored in the Morgan Corporation yard temporarily. The engineers will inspect it in July and we hope to have it on site in September. The coating of the large pipe is white vs grey which should not be a problem. All the major parts and pieces have been procured. The project is a few weeks behind schedule.

XIII. TOWN MANGER UPDATES

Town Manager Olivia Stewman provided the following updates.

The Town received a dredging bid and we are working on a draft contract. We have the option to use hydraulic or mechanical dredging, but we plan to start with hydraulic dredging. We are still working on a permit which will allow more extensive dredging by January during the drawdown.

The low bid for the Belt Press for the sludge management was \$595K. The team at LaBella Associates is reviewing the bids and will make a recommendation.

The Town received five bids for the Morse Park Improvements. These are currently under review. Two firms are equally qualified and we will make a recommendation based on feedback from previous clients.

The Fire Boat is back in commission and is good to go.

Laura Krejci is working to replace the signs at the entrance to Town that say "Lake Lure - Incorporated 1927." A recommendation was made to create signs that are similar to the Chimney Rock State Park Sign.

Dean Lindsey is working on Street Signs. He is proposing the Town logo be added to the signs. A plan will be presented in the coming weeks.

It was noted that some adjustments are needed to the TDA Sign in front of Fae Nectar. Dana Bradley was working on this.

The relocated Speed Limit Sign at the East entrance to Town has been effective. It was recommended that we add something as people are rounding the Beach area (near La Estrada's) heading east out of town to ensure caution at the busy intersection.

Special thanks was given to all those who worked on the water line break. Everyone appreciated the team effort from Public Works and the Fire Department working together around the clock.

XV. CLOSED SESSION:

Mayor Pro-Term David DiOrio Motion to go into close session in accordance with G.S. 143-318.11(a) (3) for attorney-client privilege or legal claims. Commissioner Patrick Bryant seconded. All voted in favor.

During Closed Session Council discussed a land disturbance concern.

Commissioner Bryant made a motion to return to open session. Commission Doster seconded and all voted in favor.

XVI. ADJOURNMENT

Commissioner Scott Doster made a motion to adjourn the meeting. Mayor Pro-term David DiOrio seconded and all voted in favor. The meeting was adjourned at 11:45 a.m.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Resolution No. 24-07-09A Amending the Lake Lure Steering Committee
Establishing Resolution

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Resolution No. 24-07-09A amends the Lake Lure Steering Committee establishing resolution to specify that the chair for the Parks and Recreation Board shall also serve as the chair for the Steering Committee.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 24-07-09A Amending the Lake Lure Steering Committee
Establishing Resolution

ATTACHEMENTS:

Resolution No. 24-07-09A Amending the Lake Lure Steering Committee Establishing Resolution

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 24-07-09A

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL
AMENDING THE LAKE LURE STEERING COMMITTEE ESTABLISHING
RESOLUTION**

WHEREAS, Resolution No. 21-02-08 was duly adopted by the Town Council of Lake Lure, North Carolina on February 8, 2022 for the purpose of creating a Lake Lure Steering Committee; and

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

NOW, THEREFORE BE IT RESOLVED, the Town of Lake Lure Steering Committee Establishing Resolution is hereby amended a follows:

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

SECTION ONE. Section 2 (C) is hereby amended as follows:

(C) **Parks and Recreation Board.** Whomever is the current chair of the Parks and Recreation Board shall also serve as the chair for the ~~on~~ the Lake Lure Steering Committee.

SECTION THREE. This resolution shall be effective upon adoption.

READ, APPROVED AND ADOPTED this the _____ day of _____, 2024.

ATTEST:

Elba Willette, Town Clerk

Mayor Carol C. Pritchett

**VIII
UNFINISHED
BUSINESS**

IX

NEW BUSINESS

A. Resolution No. 24-07-09 Chartering a Short Term Rental Advisory Board

B. Consider Approval of New Street Signs

C. Consider Award of Dredging Bid and Approval of Dredging Agreement

D. Pickle Ball Camp Rental Request

E. Consider Amendment of Rental Policy

F. Consider Approval of Library Services Agreement

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Resolution No. 24-07-09 Chartering a Short Term Rental Advisory Board

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Administration
Contact: Elba Willette, Town Clerk
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

Town Council will desires to charter a Short Term Rental Advisory Board. This would help with regulating short term rentals appropriately, as they remain prevalent in the community. Resolution No. 24-07-09 Chartering a Short Term Rental Advisory Board details the objectives, rules, and make-up of the Board.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 24-07-09 Chartering a Short Term Rental Advisory Board.

ATTACHEMENTS:

Resolution No. 24-07-09 Chartering a Short Term Rental Advisory Board

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 24-07-09

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE CHARTERING THE SHORT TERM RENTAL ADVISORY BOARD

Whereas, the Town of Lake Lure allows the operation of short term rentals within Town limits; and,

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 Short Term Rental Advisory Board to study and make recommendations to Council concerning the operation of short term rentals; and,

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

Section 1: That there is hereby and herewith created a Short Term Rental Advisory Board to provide recommendations and advice to the Town Council on matters concerning the operation of short term rentals.

Section 2: That the Short Term Rental Advisory Board advise and make recommendations to Town Council on matters referred to it by Council which could include such activities as:

- (A) Revisions to policy regarding short term rentals;
- (B) The various ways of improving short term rental operations;
- (C) Any changes in state regulations regarding short term rentals.

Section 3: That the Board shall consist of five members each appointed by a majority vote of Town Council plus one ex-officio member who shall be the staff member responsible for short term rentals and appointed by the Town Manager.

Section 4: That the term of appointment of each member shall be for three years. That the Short Term Rental Advisory Board members serve at the pleasure and will of Town Council and may be removed for cause or for no reason at all.

Section 5: That vacancies on the Board other than the ex-officio member shall be filled by vote of Town Council to fill the unexpired term. The ex-officio position shall be re-appointed by the Town Manager

Section 6: That members of the Board annually shall elect from their membership a Chair, and Vice-Chair to fulfill the normal responsibilities of such offices.

Section 7: That meetings of the Board 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 Board.

Section 8: That the Board make its recommendations to Town Council in written form in a timely manner and may be requested to make oral reports at Council meetings.

Section 9: Attendance requirement: any Board member who is absent from three consecutive regularly scheduled meetings in a calendar year, and/or a total of four meetings in a calendar year may be subject to removal off the Short Term Rental Advisory Board by Town Council.

Section 11: 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.

READ, APPROVED, AND ADOPTED this ____ day of _____, 2024.

ATTEST:

Elba Willette, Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Consider Approval of New Street Signs

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Public Works
Contact: Dean Lindsey, Public Services Director
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

There are various street signs within Town limits that are in need of replacement. Town Code states that, "street signs and post shall be of aluminum construction to resist corrosion. Signs shall be green with white reflective letters. Letters shall be minimum of 3⁵/₈ inches tall with minimum of one-half inch stroke letters. Optional color signs may be considered by town but shall have white letters." Town staff is recommending replacement of signs on Town maintained streets with black signs including white letters and the Town's logo. Staff also recommends the eventual replacement of all town street signs, but due to budgeting purposes this will be done within phases.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the new Town street signs, as presented.

FUNDING SOURCE:

General Fund – Public Works

ATTACHEMENTS:

Photo of Sample Sign

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.



**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Consider Award of Dredging Bid and Approval of Dredging Agreement

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: C
Department: Parks, Recreation, and Lake
Contact: Dana Bradley, Parks, Recreation, and Lake Director
Presenter: Dana Bradley, Parks, Recreation, and Lake Director

BRIEF SUMMARY:

The Town has been in the process of advertising for bids for dredging services. After the initial advertisement, the Town received one bid and re-advertised in accordance with general statutes. The Town received one bid during the second advertisement phase. This bid comes from Stott Construction, Inc. In order to proceed with dredging operations, Town staff recommends the award of bid and approval of the dredging agreement with Stott Construction.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the award of dredging bid to Stott Construction and dredging agreement.

ATTACHEMENTS:

Stott Construction Bid

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

General Bid for Annual Hydraulic Dredging

This form is to be used for Annual Hydraulic dredging.

Please price the table below as individual items and then convert to a total cubic yard price.

Company Name: STOTT CONSTRUCTION, Inc.

Date: 6-11-24

Item No.	Item	Quantity	Unit	Unit Price	Total Price
1	Mobilization		LS		12,000.00
2	De-Mobilization		LS	0	0
3	Hydraulic Dredge	30,000	CY	11.75	352,500.00
4	Wash/Dewater Sediment	30,000	CY	0	0
5	Haul Off and Dispose Sediment	30,000	CY	11.75	352,500.00

submit to owner for payment.

e) The owner may withhold 10% of payment request for retainage until the Town approves the completed project and final payment is rendered.

f) Any payment not received within thirty (30) days of the due date shall bear interest thereon at the rate of 1% per month until paid.

g) Should owner fail to make payment by the due date as above specified, contractor has the right to suspend all work until the payment is received.

11. Final Payment

Prior to final payment, the Town will conduct a final inspection of the project with the contractor and prepare a "punch list" of items that require additional work or corrective work to meet the specifications for the project. Upon completion of the punch list items, contractor will submit a final pay request to Town for approval. The final pay request will include the following items:

a) All supporting data as required by the Town

Bid Forms and Required Documents

- Bid forms
- Annual Hydraulic Dredging
- Emergency/Additional Dredging Requirements:
- Sales Tax Statement: When requested by the Town, each request for progress payment submitted by the contractor shall include a sales tax reimbursement statement (if sales taxes have been paid by the contractor).
- E-verify certificate needs to be filled out and notarized copy of
- Performance and payment Bond
- Copy of general contractor's license
- Copy of insurance
- List of equipment intended for use on this project

General Bid Form for Emergency/Additional Dredging

This form is to be used for incidental and/or emergency work not listed as contractual work in this RFP.

Company Name: STOTT CONSTRUCTION, Inc.

Date: 6-11-24

Item No.	Item	Quantity	Unit	Unit Price	Total Price
1	Standard excavator w/ operator LC200 or equal	1	P.H.	150.00	150.00
2	Mini excavator w/ operator	1	P.H.	100.00	100.00
3	Long reach excavator (75') w/ operator	1	P.H.	225.00	225.00
4	Wash/Dewater Sediment	1	P.H.	0	0
5	Haul Off and Dispose Sediment	1	P.H.		
6	Dump truck with operator tandem or larger 5-10 miles	1	P.L.	300.00	300.00
7	Dump truck w/ operator or larger 15-20 miles	1	P.L.	350.00	350.00
8	Mobilization of this equipment (Items 1-7)	1	P.L.	0	0
9	Hydraulic Dredging	1	C.Y.	11.75	
10	Wash/dewater	1	C.Y.	0	
11	Haul off and dispose sediment	1	C.Y.	11.75	

The Town of Lake Lure has experienced extensive flood events in the past, which have caused a significant amount of sedimentation to fill into the lake. This type of storm event requires the Town to have emergency dredging performed in the west end of the lake. The table above has been created for the Owner and Contractor to have an agreed upon amount for emergency and incidental dredging using excavation and other types of equipment required for sediment removal. This bid will be separate from your annual dredging bid.

EXECUTION OF BID

A CONTRACT FOR THE CONSTRUCTION OF:

PROJECT NAME: Lake Lure Dredging

The person executing the Bid, on behalf of the Bidder, being first duly sworn, deposes and says that:

- (1) It is the intent of the Bidder to enter into this Contract to furnish materials, labor, and equipment required to perform all work specified in accordance with the instructions, terms, conditions, provisions, specifications, plans and all other Contract Documents incorporated into this Invitation to Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;
- (3) Neither he/she, nor any official, agent or employee of the Bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is a restraint of free competitive bidding in connection with is Bid;
- (4) He/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran's status.

Type of Bidder: Sole Proprietor Partnership Limited Liability Company Corporation
 Joint Venture

(Check appropriate box)

BIDDER #1

BIDDER #2

(If a Joint Venture or Partnership)

Name		
Address		
Phone		
Fax		
Printed Name		
SIGNATURE		
Title		
NC General Contractor's License Number		
Classification		
Limits		
	<i>Signature</i>	<i>Signature</i>

Equipment List

3 Long Arm Trachoe

5 Wheel Loader

2 Standard Trachoe

2 Mini Excavators

1 Skid Steer

1 Bulldozer

2 Tri-axle Dump Trucks

2 Tractor Trailers with dump trailers

Dredge

Barge with tug boat



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bankers Insurance, LLC 77 Central Avenue Suite C Asheville NC 28801	CONTACT NAME: Renee Russell, CIC PHONE (A/C, No, Ext): 800-541-1419 FAX (A/C, No): 828-252-4174 E-MAIL ADDRESS: rrussell@bankersinsurance.net
	INSURER(S) AFFORDING COVERAGE
INSURED Stott Construction, Inc. 2100 Owl Hollow Road Mill Spring NC 28756	INSURER A: Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6387078 STOTCON-01	NAIC # 32700

COVERAGES

CERTIFICATE NUMBER: 1753955501

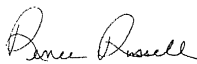
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		35263638	2/15/2024	2/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4872352301	2/15/2024	2/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	A106620570	2/15/2024	2/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented Equipment			35263638	2/15/2024	2/15/2025	Limit \$ 115,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Lake Lure is an additional insured as respects General Liability, as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Town Of Lake Lure 2948 Memorial Highway Lake Lure NC 28746	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Expiration Date

12/31/2024

License No.

80320

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Stott Construction, Inc.

Mill Spring, NC

is duly registered and entitled to practice

General Contracting

Limitation: Limited

Classification: Highway

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.

Robert J. Kirk
Chairman

C. Frank Wheeler
Secretary

**TOWN OF LAKE LURE, NORTH CAROLINA
P.O. Box 255 Lake Lure, NC 28746
828-625-9983**

AGREEMENT

Lake Lure Rocky Broad River Dredging Project

Contractor Name/Address/Phone/Email

**Stott Construction, Inc.
2100 Owl Hollow Road
Mill Spring, NC 28756
828-817-0400**

This agreement is entered into this _____th of _____, 2024 by and between Stott Construction, Inc. (the “Contractor”) and the Town of Lake Lure, a municipal corporation of the State of North Carolina, (the “Town”). The Town and Contractor may collectively be referred to as “Parties” hereinafter.

The Town and the Contractor, for the consideration stated herein, agree as follows:

1. Scope of Work

The Contractor agrees to perform for the Town the following services: **The Contractor shall hydraulically and mechanically dredge, dewater, and haul off a base amount of 30,000 cubic yards of sediment from the west end of Lake Lure. The Contractor will be responsible for record keeping of sediment removal, weather conditions, and lake levels, among various other reportable data. The Contractor will also be responsible for reporting record findings and progress of work to the project team at monthly meetings and with each request for payment. The Contractor will be responsible for ensuring the water being discharged back into the lake from the spoils pit drainage pipe meets DEQ standards for clarity and turbidity.**

2. Specifications

The Contractor shall provide services in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina. Upon request by the Town, the Contractor will provide plans and specifications prior to engaging in any services under this Agreement. The Contractor hereby acknowledges that it is fully licensed to perform the work contemplated by this Agreement. In the event of a conflict between any provided plans and specifications and this Agreement, this Agreement shall control.

3. Time of Commencement and Completion

Contractor shall commence the work required in this Agreement as soon as possible, and the Contractor shall complete entire work no later than July 15, 2025. There shall be an option to renew this agreement for four one (1) year terms. If the Contractor has not

satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in this Agreement must be agreed to in writing by the Town and the Contractor.

4. Consideration and Payment of Services

In consideration of the above services, the Town will pay the Contractor in accordance with the pricing schedule presented to the Town in the Contractor's bid proposed and attached to this Agreement as Exhibit A. The Town shall pay the Contractor's invoices at the times set forth in this Agreement unless a bona fide dispute exists between the Town and the Contractor concerning the accuracy of said invoice, the services covered thereby, or the performance of Contractor's obligations under this Agreement.

Based upon estimated quantities in the bid proposal, the anticipated total amount of this contract is set at \$717,000. Any change in this amount that exceeds 5% must be approved by change order.

5. Indemnification

To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Town of Lake Lure, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Lake Lure, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

6. Applicability of Laws and Regulations

The Contractor shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Rutherford, and the Town of Lake Lure in the performance of the services outlined in this Agreement and any attached specifications. This Agreement shall be governed by the laws of the State of North Carolina.

7. E-Verify Compliance

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). The Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

8. Independent Contractor

The Contractor agrees that he/she is an independent contractor not under the control or supervision of the Town and therefore not eligible for worker's compensation or other Town employee benefits. The Contractor shall be wholly responsible for the methods, means, and techniques of performance. Contractor does not make this agreement under any duress.

9. Anti-Human Trafficking

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North

Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

10. Quality and Workmanship

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided.

11. Insurance

The Contractor shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

- a. Workers' Compensation Insurance at or above the Statutory Minimum.
- b. Employer's Liability Insurance in the minimum amount of \$1,000,000.
- c. General Liability Insurance in the minimum amount of \$1,000,000.
- d. Automobile Insurance in the minimum amount of \$1,000,000.

The Contractor shall provide certificates of insurance showing proof of the above coverages. The Contractor shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Lake Lure within 10 days of their receipt of notice from the insurance company. Notwithstanding the foregoing, neither the requirement of the Contractor to have sufficient insurance nor the requirement that the Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

12. Pre-Project Safety Review Meeting

When specified by the Town, the Contractor shall attend a pre-project safety review meeting with the contacting Town representative prior to the start of work.

13. Default

In the event of substantial failure by the Contractor to perform in accordance with the terms of this Agreement, the Town shall have the right to terminate this Agreement upon seven (7) days written notice in which event the Contractor shall have neither the obligation nor the right to perform further services under this Agreement.

14. Termination for Convenience

The Town shall have the right to terminate this Agreement for the Town's convenience upon fourteen (14) days written notice to Contractor. The Contractor shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay the Contractor for all services satisfactorily performed.

15. Delay Beyond the Control of the Parties

Neither Contractor nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control the Parties. "Forces Beyond the Control of the Parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, strike, pandemic, civil disobedience, and/or governmental order or regulation.

16. Nonwaiver for Breach

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the Parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

17. Construction

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

18. No Representations

The Parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations, that they have fully read and understand this Agreement before signing their names, and that they act voluntarily and with full advice of counsel.

19. Severability

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

20. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

21. Modification

This Agreement contains the full understanding of the Parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

22. Binding Effect

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

23. Assignment

The Contractor shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent the Contractor from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist the Contractor in the performance of

services rendered.

24. Non-Appropriation

Notwithstanding any other provisions of the Agreement, the Parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

25. Electronic Signature

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this Agreement and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The Parties hereby consent to use electronic or digitized signatures and intend to be bound by the Agreement and any related documents. If electronic signatures are used the Agreement shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.

26. Notice

A letter properly addressed and sent by mail, certified mail, or registered mail to any party at the addresses provided below shall constitute sufficient notice whenever written notice is required for any purpose of this agreement. Notice will be considered sent either when received at the appropriate address or deposited in the United States mail.

Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746
828-625-9983

Olivia Stewman
Town Manager

Date

Stott Construction, Inc.
2100 Owl Hollow Road
Mill Spring, NC 28756
828-817-0400

Signature

Date

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

Stephen Ford, Finance Director

DRAFT

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Pickle Ball Camp Rental Request

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Communications
Contact: Laura Krejci, Communications Director
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The Town of Lake Lure has received a request from local Pickleballers for rental of the Pickleball Courts for a two day (2 hours per day) camp in July. The date is to be determined if the event is approved.

- The instructor is a certified Pickleball Coach with Pickleball Coaching International, Joe Balboni.
- He has insurance with \$2 million in coverage.
- He and his wife have a home in the area but live elsewhere.
- The Pickleball Camp would be for about 8 students and would be for locals only.
- The Events Team met 6/28/24 and would like to find a way to support this request.
- The courts have not been rented out for an event previously.
- The Events Team recommends charging the same fee as the rental for Town Hall which is \$100 for 4 hours.
- The Events Team recommends approval of this event and rental as a trial.
- The Parks, Recreation, and Lake Director concurs with monetizing the courts whenever possible.
- If approved, the dates/times of the event would be posted at the courts one week prior to the camp for community awareness.
- The Town Rental Agreement has been updated with the inclusion of the Tennis/Pickleball Courts as an option.
- If the trial is successful, the Tennis/Pickleball Court rental fee would be presented as an addition to the Fee Schedule and the Town Rental Agreement will be permanently amended to include the Tennis/Pickleball Court.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve a trial rental of the Lake Lure Tennis/Pickleball Court for \$100 for a two day (two hour per day) Pickleball Camp in July.

STAFF'S COMMENTS AND RECOMMENDATIONS: Approve a trial rental of the Lake Lure Tennis/Pickleball Court for \$100 for a two day (two hour per day) Pickleball Camp in July.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Consider Amendment of Rental Policy

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: E
Department: Communications
Contact: Laura Krejci, Communications Director
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The Town of Lake Lure has received a request from local Pickleballers for rental of the Pickelball Courts. The Parks, Recreation, and Lake Director concurs with monetizing the courts whenever possible. The Town Rental Agreement has been updated with the inclusion of the Tennis/Pickleball Courts as an option. The updated Rental Agreement has been reviewed and approved by Town Attorney, William Morgan.

In reviewed the Rental Agreement, some clarification regarding the references to approvals for the use of Alcohol were recommended. The related ordinance states the following:

The town manager and chief of police may jointly grant a permit allowing consumption of either malt beverages, unfortified wine, fortified wine, spirituous liquor and/or mixed beverages for special events on town property and the permit shall be in writing and describe the location, type of beverage to be served and the date and hours in which the operation of this article shall be temporarily suspended for said special event. If a party applies for a permit and the permit is denied by the town manager and/or chief of police, the denial may be appealed to the town council.

The current Rental Agreement references obtaining Town Council Approval for the use of Alcohol in Town Hall. This is not necessary according to the ordinance noted above.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the updated Rental Agreement with the inclusion of the Lake Lure Tennis/Pickleball Court with a rental fee that is in keeping with the Town Hall Rental Fees

- \$250 refundable deposit
- \$100 for 4 hours or less (\$50 Discounted Rate (for qualifying charitable events /Town Employees)
- \$200 for 4 hours or more. a two day (two hour per day) (\$50 Discounted Rate (for qualifying charitable events /Town Employees)

ATTACHEMENTS:

Updated Rental Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

To approve the updated Town Rental Agreement which now includes rental of the Tennis/Pickleball Courts and the omission of the reference to obtaining Town Council approval for the use of alcohol.

FEES FOR USE OF TOWN FACILITIES

To reserve a date, fees and security deposits for requested facilities must be tendered with the 'Permit for Use application'. After the event is held, and the facility is cleaned and vacated at the specified time, the deposit will be returned by mail the following week as long as there is no trash or damage left behind. You may [review the current fee schedule](https://www.townoflakelure.com/community/page/general-fee-schedule) at the following link:
<https://www.townoflakelure.com/community/page/general-fee-schedule>

Please note that refunds will not be given due to inclement weather. If written notice of cancellation is given 90 days prior to the event date, the rental fee will be returned to the responsible party. However, the deposit will be considered non-refundable. If cancellation is made within 90 days of the event date, both the deposit and fee will be considered non-refundable.

Additional Permits Required

Will your event:

- Utilize a tent or canopy? *[Town fabric structure permit required. Council approval required for all over 2,000 sq. ft.]*
- Have vendors or sales of food or other items (e.g., art)? *[Town Council's approval required]*
- Include alcohol? *(Not allowed in Meadows, Gazebo or Tennis/Pickleball Court areas) [For Community Hall, Town Manager and Police Chief Approval required]*

[] Entertainment Event Permit

[] Fabric Structure Permit

[] Request Letter to Town Council

GUIDELINES FOR RENTAL OF TOWN FACILITIES

The Responsible Party will be solely and wholly responsible for any and all damage sustained to the premises indicated above during or as a result of the event set forth below.

The Responsible Party shall indemnify and hold harmless the Town from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this permit, or any means of ingress to and egress from these premises.

It is understood that this Permit is issued only to the aforesaid Responsible Party and may not be transferred or assigned, and shall not be inure to the benefit of any successor or assignee of the Responsible Party.

All Rental Areas:

Peddling (selling) is prohibited on any town property without a waiver from Town Council prior to any event. Town Council meetings are held at 5:00 pm, the second Tuesday of each month at the Town Hall. Please contact the Town Clerk to have this placed on the Town Council meeting agenda. Alcohol is prohibited.

The Gazebo is 35' in diameter, the arches are 9'6" high, and the middle of Gazebo is 18' and hours are 9 a.m. to 9 p.m. No open flames or cooking permitted. If the event is catered, or any type of food served at the event, a dumpster fee will be required. Alcohol is strictly and specifically prohibited for this rental area. See below for more restrictions.

The responsible party shall ensure that the premises are cleaned after the event and all trash is collected and removed from the Gazebo area. This will include all flowers, decorations, food, etc. Do not leave behind any artificial flowers or petals; doing so will result in forfeiture of deposit.

There is to be no use of glue guns, nails, hooks or screws of any kind or size on any town owned walls or structures. Please do not hang decorations from any light fixtures. Hooks that are provided intermittently may be used for decorating.

The Meadows is the grassy area/field beside of the playground and tennis court. The rental does not include either the playground or tennis court as part of the rental. Please be advised that this area does tend retain water, especially after a rain.

No open flames or cooking permitted. If the event is catered, or any type of food served at the event, a dumpster fee will be required. Alcohol is strictly and specifically prohibited for this rental area.

The responsible party shall ensure that the premises are cleaned after the event and all trash is collected and removed from the Gazebo area. This will include all flowers, decorations, food, etc. Do not leave behind any artificial flowers or petals; doing so will result in forfeiture of deposit.

The Municipal Center's Community Hall was designed and intended for use as a public place primarily by groups or Town residents. Municipal Hall hours are 9 am to 9 pm. Regularly scheduled Town governmental functions and meetings have priority when scheduling the use of the Community Hall. The Community Hall is 1404 sq. ft. - 36' x 39' (with the wall up) and is equipped with 16 - 2 ½' x 6' folding tables (each capable of seating 6 persons), approx. 140 stackable chairs, and limited kitchen facilities (this is for warming and serving food only, **not** food preparation). There is a limit of 93 people according to the fire code if tables and chairs are used. If just the chairs are used the limit is 200.

The consumption of alcoholic beverages of all types without specific approval from the Town Manager and Police Chief, and the use of tobacco products of any kind upon the premises is specifically prohibited. ~~Town Council may approve the use of beer and wine (no liquor of any kind) by special request in writing through the Town Clerk.~~ If approved, all alcohol must stay inside the building at all times. This is for the Municipal Hall only.

The tables and chairs with the building rental shall be put away in closets after the event as part of the renter's responsibilities. Chairs, tables, dollies or town equipment are not to be removed from the building for any reason at any time. There is to be no use of glue guns, nails, hooks or screws of any kind or size on any town owned walls or structures. Please do not hang decorations from any light fixtures in or out of buildings. Hooks that may be used for decorating are provided intermittently at the Gazebo.

The responsible party shall ensure that the premises are cleaned after the event and all trash is collected and removed from the building. This will include all flowers, decorations, food, etc. Trash receptacle for building rental only is provided and located on the west side of the building.

Tennis/Pickleball Courts

The Town of Lake Lure has two courts. One will accommodate one tennis match or two pickleball matches. The second court is configured for two pickleball matches.

The consumption of alcoholic beverages of all types is specifically prohibited. The responsible party shall ensure that the courts are cleaned after the event and all trash is collected and removed from the area.

I acknowledge that I have read and understand the requirements of this Permit as set forth above in the requirements and 'guidelines for rental of town facilities' set forth above, and agree as the Responsible Party to abide fully with these requirements and guidelines. Failure to comply will result in a forfeiture of deposit.

Signed: _____ Date: _____
Responsible Party named above

Permit Issued on this _____ day _____, 20_____.

APPROVED: _____, Town of Lake Lure, NC

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: July 9, 2024**

SUBJECT: Consider Approval of Library Services Agreement

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Communications
Contact: Laura Krejci, Communications Director
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The Rutherford County Library System would like to hold a monthly bookmobile stop in Morse Park. This would take place on the fourth Friday of each month from 3:30 p.m. to 5:00 p.m. while the farmer's market is taking place and 3:30 p.m. to 4:30 p.m. all other months. The Rutherford County Library System has provided the Town with a Library Services Agreement to proceed with the bookmobile stop events.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Library Services Agreement with the Rutherford County Library System.

ATTACHEMENTS:

Library Services Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

THIS AGREEMENT, made and entered into this the ____ day of _____, 20____, by and between:

RUTHERFORD COUNTY LIBRARY SYSTEM, a department of the County of Rutherford, a body politic of the State of North Carolina, (hereinafter "Library"),

and _____ (hereinafter "Site"), serving as host for Bookmobile services.

I. PURPOSE AND SCOPE

The Library seeks to schedule regular Bookmobile stops in various areas throughout Rutherford County. The goal is to bring library services to residents of these areas who are not able to visit established locations for the Library. There is no charge for Bookmobile service.

The parties hereto agree that the services provided by the Library for Site shall be:

- Bookmobile ONLY
 - o Site requests and grants permission for Library to provide access to the Bookmobile which includes a large collection of books and videos, WIFI access, and regularly scheduled classes and activities.
- Lobby ONLY
 - o Site requests and grants permission for Library to provide services in the Site's lobby or similar indoor location on the Site's premises as agreed by the parties, to include a small collection of browsable library material, hold delivery service, creation of new library cards for residents, check-out and check-in service.
- Bookmobile and Lobby Stop
 - o Site requests Library to provide both Bookmobile and lobby services as set forth above.

II. TERM

This Agreement will commence immediately upon execution and remain in effect until terminated in writing by either of the parties hereto.

III. LIBRARY RIGHTS AND RESPONSIBILITIES UNDER THIS MOU

- A. Library will take such action as necessary to provide library services to the general public and patrons of and at the Site, including assisting patrons in selecting materials, getting library cards, and checking out materials.
- B. Library will not be liable for failing to make a scheduled stop at Site. Library will communicate to Site as possible when stops are cancelled for any reason, including those due to weather conditions or mechanical issues.
- C. Library will evaluate stops on a regular schedule and communicate to Site regarding any adjustment to Library's services. Such evaluations by Library may include the following:
 - (1) Library will evaluate stops at all sites at least twice each year.
 - (2) Adjustments to the Library's schedule of stops will be made effective the first (1st) day of January and the first (1st) day of July each calendar year, or at such other times as the Library may elect.
 - (3) The stop at Site will be evaluated based on the average number of patrons attending each stop, which will determine the length of each stop by the Library of thirty (30) minutes, sixty (60) minutes, or ninety (90) minutes.

- D. Library will not hold the Site responsible for any overdue, damaged or lost materials of Library by patrons of the Library accessing the Library's services at the Site.
- E. Library will retain the sole discretion to amend, modify, alter or terminate the terms, conditions and nature of the specific library services it provides to Site.

IV. SITE RIGHTS AND RESPONSIBILITES UNDER THIS MOU

- A. Site will promote the Bookmobile visits by displaying Library-provided flyers.
- B. Site will communicate to Library any conditions that may affect parking or lobby areas (paving, remodeling, etc) at the Site.
- C. If Site is a congregate living facility, Site will:
 - (1) communicate to its residents when stops are cancelled due to weather and mechanical issues;
 - (2) communicate to Library when Site and residents are under quarantine; and
 - (3) communicate to Library when residents have left or passed away.

V. MUTUAL AGREEMENTS

It is mutually agreed by the parties hereto as follows:

- A. Either party hereto may terminate this Agreement at any time by providing a written notice to the other party.
- B. This Agreement shall be governed and interpreted in accordance with the laws of the State of North Carolina.
- C. Each party agrees this Agreement contains the entire agreement between the parties as it relates to the Services and that the terms of this Agreement are contractual and not a mere recital.
- D. Each party agrees to release, acquit and forever discharge the other and its agents and employees of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen loss of income, injuries, damage and the consequences thereof resulting from the services being provided herein by Library at the Site and does hereby mutually waive any and all compensation thereto.
- E. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County or its governing board, officers, employees, agents or anyone else having immunity due to their relationship with Rutherford County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

Rutherford County Library System

SITE Name: _____

BY: _____
 Name: _____
 Title: _____

BY: _____
 Name: _____
 Title: _____

THIS AGREEMENT, made and entered into this the ____ day of _____, 20____, by and between:

RUTHERFORD COUNTY LIBRARY SYSTEM, a department of the County of Rutherford, a body politic of the State of North Carolina, (hereinafter "Library"),

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, as of the day and year first above written.

Rutherford County Library System

SITE Name: _____

BY: _____
 Name: _____
 Title: _____

BY: _____
 Name: _____
 Title: _____

X.

ADJOURNMENT