

**LAKE LURE TOWN COUNCIL  
REGULAR WORK SESSION  
MEETING PACKET**

Wednesday, August 24, 2022  
8:30 a.m.



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

# **TOWN OF LAKE LURE**

## **Town Council Work Session Meeting**

Wednesday, August 24, 2022 - 8:30 AM

Lake Lure Town Hall



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## **Agenda**

- I. Call to Order**
- II. Agenda Adoption**
- III. Morse Park Plan Amenities and Opportunities for Accessibility and PARTF Grants**
- IV. Discussion Regarding Mobile Food Vendors**
- V. Public Services Request for Decision to Rent or Purchase Equipment for Sewer Replacement Project**
- VI. Public Services Request for Additional Equipment**
- VII. Review the Draft Interlocal Agreement between Town of Lake Lure and Chimney Rock Village and Draft Resolution Declaring Intent to Enter an Interlocal Agreement**
- VIII. Funding for Application and Certification for Payment – Ruby-Collins**
- IX. Project Manager Search Update**
- X. Lake Drawdown Preparation and Sunset Cove Community Communications Updates**
- XI. Closed Session**  
*In accordance with G.S. 143-318.11(a) (5) for the purpose of property acquisition.*
- XII. Adjournment**



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

**Meeting Date: August 24, 2022**

**SUBJECT:** Morse Park Plan Amenities and Opportunities for Accessibility and Parks and Recreation Trust Fund (PARTF) Grants

**AGENDA INFORMATION:**

**Item Number:** III  
**Department:** Parks, Recreation, and Lake  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

The Town is planning to proceed with elements of the Morse Park Plan. In preparation, a budget and plan detailing the next several years will be drafted. It has been determined that the initial step in executing the plan is to improve and expand parking for the purpose of accommodating the influx of individuals who enter Morse Park and surrounding areas. This will be paid for using Rutherford County Tourism Development Authority (TDA) allocations, along with matching funds on behalf of the Town. However, the cost of completing the improvement and expansion the parking lot is estimated to be \$1.2 million, which current funding plans will not satisfy. Destination by Design (DBD), an organization that partners with the TDA, has reached out to the Town and suggested that the remaining costs of the parking lot project could be covered by either an Accessibility Grant or a PARTF Grant. In order to be eligible, the Town Council must determine three amenities that will be included in the Morse Park Plan that fit the requirements of the Accessibility or PARTF Grants.

**FUNDING SOURCE:**

Capital Outlay & Grant Funding

**ATTACHMENTS:**

Morse Park Parking Lot Design by DBD; Cost Estimates for Morse Park Parking Lot; Proposed Budget Scenario Related to the Grant Criteria





ROCKY BROAD RIVER

LAKE LURE

State Hwy 9 N

US Hwy 421

- KEY**
1. Main Vehicle Entrance
  2. Marina
  3. Boat Launch
  4. Bioretention Area
  5. Picnic Area
  6. Existing Utilities
  7. Playground
  8. Community Plaza
  9. Community Event Green and Trellis
  10. Picnic Shelters
  11. Gateway to The Green
  12. Amphitheater
  13. Stage (30' x 40')
  14. Six Stall Restroom
  15. Controlled Access Road and Trail
  16. Potential Connection to Neighboring Property





## Morse Park: Parking Expansion Estimate of Probable Cost

	Unit	Quantity	Unit Cost	Total Cost
<b>Site Work</b>				
Site Prep, Demo, Grading, & Erosion and Sediment Control	LS	1	\$190,000	\$190,000
Stormwater	LS	1	\$85,000	\$85,000
Utilities	LS	1	\$50,000	\$50,000
Asphalt (Entrance, Drive Aisle, + Parking)	SY	6,750	\$33	\$222,750
Curb + Gutter	LF	3,548	\$30	\$106,440
10' Concrete Sidewalk/ Hardscape	SF	24,840	\$13	\$322,920
Thermoplastic Crosswalks/ Dropoffs	SF	2,000	\$30	\$60,000
Pavement Striping (145 Spaces)	LS	1	\$28,000	\$28,000
Lighting	EA	15	\$6,500	\$97,500
Site Furnishings (Signage, Picnic Tables, Benches, Trash Receptacles)	LS	1	\$45,000	\$45,000
Picnic Area Enhancements (Paths, Concrete Pads)	LS	1	\$60,000	\$60,000
Bioretention	SF	8,294	\$10	\$82,940
Landscaping (Shrubs, Grasses, Perennials)	LS	45,000	\$45,000	\$45,000
Trees	EA	37	\$450	\$16,650
<b>Site Work Subtotal</b>				<b>\$1,412,200</b>
<b>Contractor Overhead &amp; Contingency</b>				
Mobilization, Site Supervision, Bonds (5%)				\$70,610
Construction Staking	LS	1	\$15,000	\$15,000
Contingency (10%)				\$141,220
<b>Contractor Overhead &amp; Contingency Subtotal</b>				<b>\$226,830</b>
<b>Bid Estimate</b>				<b>\$1,639,030</b>
<b>Soft Costs</b>				
Survey, Design, + Permitting (12%)				\$196,684
Construction Administration (5%)				\$81,952
<b>Subtotal</b>				<b>\$278,635</b>
<b>Grand Total</b>				<b>\$1,917,665</b>

## Morse Park: Grant Project Estimate of Probable Cost

	Unit	Quantity	Unit Cost	Total Cost
<b>Site Work</b>				
Site Prep, Demo, Grading, & Erosion and Sediment Control	LS	1	\$200,000	\$200,000
Stormwater	LS	1	\$95,000	\$95,000
Utilities	LS	1	\$75,000	\$75,000
Asphalt (Entrance, Drive Aisle, + Parking)	SY	5,000	\$33	\$165,000
Curb + Gutter	LF	2,628	\$30	\$78,840
10' Concrete Sidewalk/ Hardscape	SF	13,800	\$13	\$179,400
Thermoplastic Crosswalks/ Dropoffs	SF	750	\$30	\$22,500
Pavement Striping (XX Spaces)	LS	1	\$15,000	\$15,000
Paved Walking Path	LF	1,345	\$80	\$107,600
Playground	LS	1	\$150,000	\$150,000
Bathroom/Showers	LS	1	\$175,000	\$175,000
Lighting	EA	15	\$6,500	\$97,500
Site Furnishings (Signage, Picnic Tables, Benches, Trash Receptacles)	LS	1	\$45,000	\$45,000
Picnic Area Enhancements (Paths, Concrete Pads)	LS	1	\$60,000	\$60,000
Bioretention	SF	10,000	\$10	\$100,000
Landscaping (Shrubs, Grasses, Perennials)	LS	1	\$45,000	\$45,000
Trees	EA	37	\$450	\$16,650
<b>Site Work Subtotal</b>				<b>\$1,627,490</b>
<b>Contractor Overhead &amp; Contingency</b>				
Mobilization, Site Supervision, Bonds (5%)				\$81,375
Construction Staking	LS	1	\$15,000	\$15,000
Contingency (10%)				\$162,749
<b>Contractor Overhead &amp; Contingency Subtotal</b>				<b>\$259,124</b>
			<b>Construction Bid Estimate</b>	<b>\$1,886,614</b>
<b>Soft Costs</b>				
Survey, Design, + Permitting (12%)				\$226,394
Construction Administration (5%)				\$94,331
<b>Subtotal</b>				<b>\$320,724</b>
<b>Grand Total</b>				<b>\$2,207,338</b>

<b>LOCAL FUNDING</b>	<b>AMOUNT</b>						
Cash in Hand (Previous Funding: TDA, Local Match, Grants)	\$34,050						
RCTDA FY 22-23, 23-24, 24-25 (Projected Allocations)	\$425,000						
Local Match FY 22-23, 23-24, 24-25 (Projected Allocations)	\$425,000						
<b>SUBTOTAL</b>	<b>\$884,050</b>						
<b>GRANT FUNDING</b>							
<a href="#">NC Accessibility for Parks Grant Program</a>	\$450,000		*if this grant is not awarded, identical application will be submitted to <a href="#">NCPARTE</a>				
<a href="#">NC Water Resources Development Grant</a>	\$200,000						
RCTDA Trails Grant	\$26,000		*secured				
<a href="#">RHI Legacy</a>	\$200,000						
<a href="#">Federal LWCF</a>	\$450,000						
<b>SUBTOTAL</b>	<b>\$1,326,000</b>						
<b>TOTAL FUNDING</b>	<b>\$2,210,050</b>						

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: August 24, 2022**

**SUBJECT:** Discussion Regarding Mobile Food Vendors

**AGENDA INFORMATION:**

**Item Number:** IV  
**Department:** Community Development  
**Contact:** Michael Williams, Community Development Director  
**Presenter:** Michael Williams, Community Development Director

**BRIEF SUMMARY:**

The Zoning and Planning Board has begun reviewing Section 36-72(5) of the Town Code of Ordinances regarding the regulation of Mobile Food Vendors in response to public and Community Development Department concerns. Following Board discussion, it was suggested that the issue be brought to the attention of Council for feedback. With Council feedback, the issue will return to the Zoning and Planning Board for further review with the intent of developing an official recommendation of an ordinance amendment to Town Council. Thus far, potential changes discussed include allowing mobile food vendors to be permitted as a accessory use for any Town-sanctioned temporary special event with the use included as part of the special event application; allowing mobile food vendor businesses to apply for an annual permit to set up on privately-owned property in specific commercial districts; exploring concession-type agreements with mobile food vendor businesses to set up at specific Town-owned sites in manner deemed equitable for our in-Town brick and mortar restaurants; and offering waived or reduced mobile food vendor permit fees for those in-Town brick and mortar restaurants.

**ATTACHMENTS:** copy of current Mobile Food Vendor ordinance, section 36-72(5).

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## Sec. 36-72. Special requirements for certain uses.

The special requirements contained in this article apply to the named uses whenever they are identified as special uses or as permitted uses subject to special requirements. Notwithstanding any other provisions of this chapter, whenever these regulations provide that a use in a nonresidential zone or a nonconforming use in a residential zone is permissible with a zoning permit, a special use permit (see section 36-102) shall nevertheless be required if the administrator finds that the proposed use would have an extraordinary impact on neighboring properties or the general public. In making this determination, the administrator shall consider, among other factors, whether the use is proposed for an undeveloped or previously developed lot, whether the proposed use constitutes a change from one principal use classification to another, whether the use is proposed for a site that poses peculiar traffic or other hazards or difficulties, and whether the proposed use is substantially unique or is likely to have impacts that differ substantially from those presented by other uses that are permissible in the zoning district in question.

- (1) *Residential vacation rentals.*
- (2) *Breweries, distilleries and wineries.*
- (3) *Campgrounds.*
- (4) *Telecommunications support facilities and antenna.*
- (5) *Mobile food vendors authorized for town-sanctioned special events not on town property or outside of GU zoning districts.*
  - a. Mobile food vendors are licensed motor vehicles or mobile food units which offer for sale and consumption food and beverages (excluding alcohol). Such may be employed during any town-sanctioned special events as allowed within the pre-determined special event area not on town property or outside of GU zoning districts.
  - b. Permits required.
    1. Mobile food vendors shall secure a permit to operate during town-sanctioned special events not on town property or outside of GU zoning districts. These locations must be defined by the town as part of the special event area. Applicants shall provide such information as is deemed necessary by the administrator to demonstrate compliance with this chapter; as well as confirmation of compliance with all applicable health regulations.
    2. The owner, or authorized agent thereof, of any property upon which a mobile food vendor proposes to operate, shall endorse the permit for the establishment of a mobile food vendor site during the special event.
    3. In the issuance of permits for mobile food vendor sites and mobile food vendors, the administrator shall have broad discretion to assign such conditions as may be necessary to protect the health, safety, and welfare of the public.
  - c. Mobile food vendors must have a base of operations such as a restaurant or commercial commissary and verify that information upon application.
  - d. No waste, grease, or wastewater shall be released into the town's sanitary sewer or stormwater collection systems, ditches, tree wells, or other public spaces. Grease must be contained on site, protected from spillage and taken away by the vendor at the end of the event; or as deemed necessary by the fire [chief] or health department.
  - e. There shall be no limit to the number of mobile food vendors per defined area so long as all other separation and site requirements as set forth in subsection (5)f of this section are met.



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- f. Separation and setbacks.
    - 1. Setbacks, generally. Mobile food vendors shall be situated at least ten feet from all property lines and any road right-of-way, shall not encroach onto any street, sidewalk, or travel way, and shall not obstruct any loading zone or handicapped parking space. This requirement shall not apply to special events approved by the town for placement upon public streets.
    - 2. Separation between mobile food vendors. Mobile food vendors shall be situated at least 20 feet from one another.
    - 3. Separation between mobile food vendors and permanent structures.
      - (i) The administrator may, upon recommendation of the fire [chief], approve the placement of mobile food vendors within 25 feet or less of a permanent structure. Such approval shall be based upon building type, building materials, existing fire breaks, and other pertinent information. Such reductions shall be reviewed on a case-by-case basis, at the discretion of the fire [chief] and the administrator.
      - (ii) Mobile food vendors must be set back a minimum of ten feet in all directions from fire hydrants.
  - g. Power.
    - 1. Outside of the Lake Lure town center, generators may be used to power the vending unit. Where available, within the Lake Lure town center only dedicated power supplies shall be used.
    - 2. For dedicated power supplies, the applicant must present documentation that power load supplied to the vehicle is sufficient to meet the vehicles needs while in operation (30 amp/50 amp, etc.).
  - h. Vendors are subject to the requirements of chapter 20 and state health and building codes.
  - i. Hours of operation for mobile food vendors shall be limited to the operating hours as established per the special event.
  - j. Each food truck shall supply at least one waste receptacle which must be removed and emptied at the end of each day, town trash receptacles shall not be used for food truck waste.
  - k. External signage. Mobile food vendors shall be limited to the following: One small A-frame sign not to exceed four feet in height and eight square feet of surface area may be placed within five feet of the vehicle or trailer to display daily specials, menus, or other similar information.

(Code 1989, § 92.042; Ord. of 10-13-2009; Ord. of 1-1-2010; Ord. of 2-28-2012; Ord. of 10-14-2014; Ord. of 7-14-2015; Ord. of 3-13-2018; Ord. of 2-12-2019; Ord. of 7-9-2019; Ord. No. 21-05-11, 5-11-2021; Ord. No. 21-11-09, 11-09-2021)

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

**Meeting Date: August 24, 2022**

**SUBJECT:** Public Services Request for Decision to Rent or Purchase Equipment for Sewer Replacement Project

**AGENDA INFORMATION:**

**Item Number:** V  
**Department:** Public Services  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

Town staff is conducting a cost-effectiveness analysis in order to determine whether or not equipment for the sewer project, specifically equipment used for tasks during the drawdown period, should be purchased or rented.

**FUNDING SOURCE:**

ARPA

**ATTACHMENTS:**

Cost-Effectiveness Analysis Outcomes

**STAFF COMMENTS AND RECOMMENDATIONS:**

Public Services Director Dean Lindsey noted that the total savings estimated for purchase \$238,613.00 over course of 5 years. No rental comparison for barge equipment.

# John Deere 135 P Excavator

Wednesday, August 17, 2022

4:04 PM

- All Comparisons are based on a 5 year period and in use time (rental) of 6 months
- Fuel costs are based on 1080 Hours per year @3 Gallons per hour for at a cost of \$5.00 per gallon
- Estimated Maintenance costs are based on 1080 hours per year @ \$5000.00
- Insurance estimates are based on \$4000.00 yearly (Rental would be for 6 month period)
- Monthly rental rates are based on \$6000.00 monthly for 6 months each year
- Depreciation is based on an estimated 50% of return if equipment is sold after 5 years
- For purchase option the town does not have dump truck with air brakes to haul this equipment (30,000 Pounds) for use during downtime from project so it would be stored in town maintenance area.

Equipment cost	\$232,523	Rental Cost (6 Months)	\$180,000
Fuel costs	\$81,000	Fuel Costs	\$81,000
Est. Maintenance	\$25,000	Est. Maintenance	\$25,000
Delivery	500.00	Delivery (2 times Yearly)	\$5000
Insurance	\$20,000	Rental Insurance	\$10,000
Depreciation	-\$116,262		
Total Cost of Ownership	\$242,761	Total Cost of Rental	\$301,000
Difference	+\$58,240		

# JD 135 G Specs

Wednesday, August 17, 2022

5:55 PM

G-SERIES  
**EXCAVATORS**



JOHN DEERE

135G / 245G LC



**CRUNCH  
IT OUT**





***SIZABLE SOLUTION***







# 135G SPECIFICATIONS

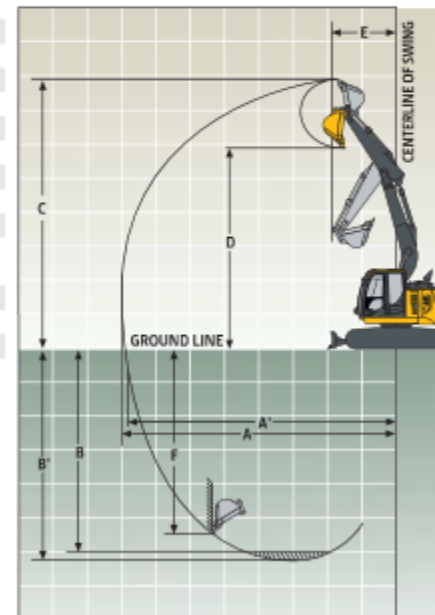
<b>Engine</b>	<b>135G</b>		
	<i>Base engine for use in the U.S., U.S. Territories, and Canada</i>		
Manufacturer and Model	Isuzu 4JJ1		
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV		
Net Rated Power (ISO 9249)	75 kW (101 hp) at 2,000 rpm		
Cylinders	4		
Displacement	3.0 L (182 cu. in.)		
Off-Level Capacity	70% (35 deg.)		
Aspiration	Turbocharged, air-to-air charge-air cooler		
<b>Cooling</b>	Direct-drive suction-type fan		
<b>Powertrain</b>	2-speed propel with automatic shift		
<b>Maximum Travel Speed</b>			
Low	3.4 km/h (2.1 mph)		
High	5.5 km/h (3.4 mph)		
Drawbar Pull	11 217 kg (24,729 lb.)		
<b>Hydraulics</b>	Open center, pilot operated		
<b>Main Pumps</b>	2 variable-displacement axial-piston pumps		
Maximum Rated Flow	105 L/m (28 gpm) x 2		
<b>Pilot Pump</b>	1 gear		
Maximum Rated Flow	32.9 L/m (8.7 gpm)		
Pressure Setting	3930 kPa (570 psi)		
<b>System Operating Pressure</b>			
<b>Circuits</b>			
Implement	34 300 kPa (4,975 psi)		
Travel	34 800 kPa (5,047 psi)		
Swing	32 300 kPa (4,685 psi)		
Power Boost	36 300 kPa (5,265 psi)		
<b>Controls</b>	Pilot levers, short stroke, low-effort hydraulic pilot controls with shutoff lever		
<b>Cylinders</b>			
	<i>Bore</i>	<i>Rod Diameter</i>	<i>Stroke</i>
<b>Boom (2)</b>	105 mm (4.13 in.)	70 mm (2.76 in.)	941 mm (37.05 in.)
<b>Arm (1)</b>	115 mm (4.53 in.)	80 mm (3.15 in.)	1135 mm (44.69 in.)
<b>Bucket (1)</b>	100 mm (3.94 in.)	70 mm (2.76 in.)	875 mm (34.45 in.)
<b>Electrical</b>			
Number of Batteries (12 volt)	2		
Battery Capacity	300 CCA		
Alternator Rating	50 amp		
Work Lights	2 halogen (1 mounted on boom, 1 on frame)		
<b>Undercarriage</b>			
<b>Rollers (per side)</b>			
Carrier	1		
Track	7		
<b>Shoes (per side)</b>	44		
<b>Track</b>			
Adjustment	Hydraulic		
Guides	Front idler		
Chain	Sealed and lubricated		
<b>Ground Pressure</b>			
	<i>Without Blade</i>	<i>With Blade</i>	
Rubber Crawler Pad, 500 mm (20 in.)	43 kPa (6.24 psi)	46 kPa (6.67 psi)	
Triple Semi-Grouser Shoes			
600 mm (24 in.)	37 kPa (5.37 psi)	39 kPa (5.66 psi)	
700 mm (28 in.)	32 kPa (4.64 psi)	34 kPa (4.93 psi)	



# 135G SPECIFICATIONS

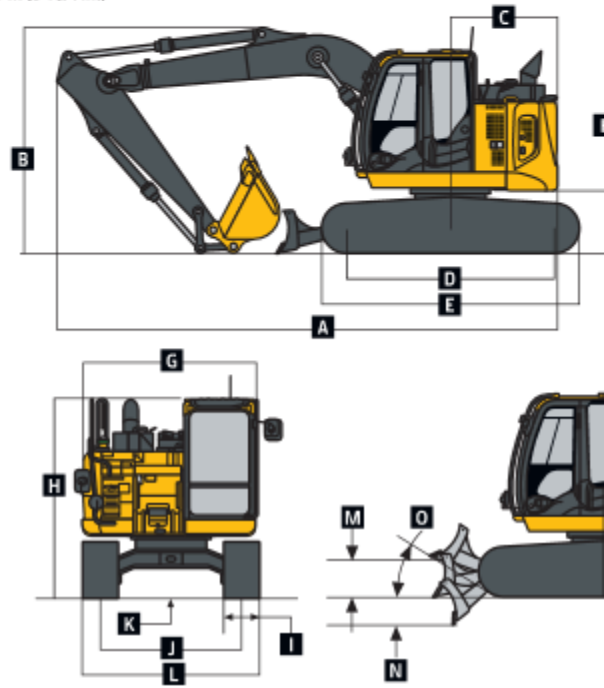


<b>Swing Mechanism</b>	<b>135G</b>	
Speed	13.3 rpm	
Torque	34 000 Nm (25,000 lb.-ft.)	
<b>Serviceability</b>		
<b>Refill Capacities</b>		
Fuel Tank	220 L (58 gal.)	
Cooling System	21 L (22.2 qt.)	
Engine Oil With Filter	17 L (18 qt.)	
Hydraulic Tank	60 L (15.9 gal.)	
Hydraulic System	155 L (41 gal.)	
<b>Gearbox</b>		
Swing	3.2 L (3.4 qt.)	
Propel (each)	4 L (4.2 qt.)	
Diesel Exhaust Fluid (DEF) Tank	12 L (12.7 qt.)	
<b>Operating Weights</b>		
With full fuel tank; 79-kg (175 lb.) operator; 914-mm (36 in.), 0.5-m <sup>3</sup> (0.65 cu. yd.), 414-kg (913 lb.) general-purpose bucket; 3.01-m (9 ft. 11 in.) arm; and 3650-kg (8,047 lb.) counterweight		
<b>Operating Weights</b>	<i>Without Blade</i>	<i>With Blade</i>
Rubber Crawler Pad, 500 mm (20 in.)	13 900 kg (30,620 lb.)	14 900 kg (32,820 lb.)
<b>Triple Semi-Grouser Shoes</b>		
600 mm (24 in.)	14 100 kg (31,060 lb.)	15 100 kg (33,260 lb.)
700 mm (28 in.)	14 300 kg (31,500 lb.)	15 400 kg (33,920 lb.)
<b>Optional Components</b>		
<b>Undercarriage</b>		
Rubber Crawler Pad, 500 mm (20 in.)	4210 kg (9,270 lb.)	5247 kg (11,560 lb.)
<b>Triple Semi-Grouser Shoes</b>		
600 mm (24 in.)	4436 kg (9,770 lb.)	5473 kg (12,060 lb.)
700 mm (28 in.)	4628 kg (10,190 lb.)	5701 kg (12,560 lb.)
<b>1-Piece Boom (with arm cylinder)</b>		
<b>Arm With Bucket Cylinder and Linkage</b>		
2.52 m (8 ft. 3 in.)	594 kg (1,310 lb.)	
3.01 m (9 ft. 11 in.)	663 kg (1,460 lb.)	
<b>Boom-Lift Cylinders (2), Total Weight</b>		
	232 kg (510 lb.)	
<b>Operating Dimensions</b>		
<b>Arm Length</b>	<i>2.52 m (8 ft. 3 in.)</i>	<i>3.01 m (9 ft. 11 in.)</i>
<b>Arm Digging Force</b>		
SAE	67 kN (15,060 lb.)	60 kN (13,490 lb.)
ISO	69 kN (15,510 lb.)	61 kN (13,710 lb.)
<b>Bucket Digging Force</b>		
SAE	91 kN (20,460 lb.)	91 kN (20,460 lb.)
ISO	104 kN (23,380 lb.)	104 kN (23,380 lb.)
<b>A</b> Maximum Reach	8.39 m (27 ft. 6 in.)	8.86 m (29 ft. 2 in.)
<b>A'</b> Maximum Reach at Ground Level	8.24 m (26 ft. 8 in.)	8.72 m (28 ft. 4 in.)
<b>B</b> Maximum Digging Depth	5.49 m (18 ft. 4 in.)	5.98 m (20 ft. 0 in.)
<b>B'</b> Maximum Digging Depth at 2.44-m (8 ft. 0 in.) Flat Bottom	5.27 m (17 ft. 6 in.)	5.79 m (19 ft. 2 in.)
<b>C</b> Maximum Cutting Height	9.29 m (30 ft. 10 in.)	9.69 m (31 ft. 8 in.)
<b>D</b> Maximum Dumping Height	6.83 m (22 ft. 6 in.)	7.22 m (23 ft. 4 in.)
<b>E</b> Minimum Swing Radius	2.11 m (6 ft. 8 in.)	2.45 m (8 ft. 4 in.)
<b>F</b> Maximum Vertical Wall	4.73 m (15 ft. 10 in.)	5.19 m (16 ft. 8 in.)



# 135G

Machine Dimensions		135G	
Arm Length		2.52 m (8 ft. 3 in.)	3.01 m (9 ft. 11 in.)
A Overall Length		7.37 m (24 ft. 2 in.)	7.39 m (24 ft. 3 in.)
B Overall Height		2.79 m (9 ft. 2 in.)	2.78 m (9 ft. 1 in.)
C Rear-End Length/Swing Radius		1.49 m (4 ft. 11 in.)	
D Distance Between Idler/Sprocket Centerline		2.88 m (9 ft. 5 in.)	
E Undercarriage Length		3.58 m (11 ft. 9 in.)	
F Counterweight Clearance		840 mm (33 in.)	
G Upperstructure Width		2.48 m (8 ft. 2 in.)	
H Cab Height		2.87 m (9 ft. 5 in.)	
I Track Width			
With Rubber Crawler Pad		500 mm (20 in.)	
With Triple-Semi Grouser Shoes		600 mm (24 in.) / 700 mm (28 in.)	
J Gauge Width		1.99 m (6 ft. 6 in.)	
K Ground Clearance		410 mm (16 in.)	
L Overall Width			
Rubber Crawler Pad, 500 mm (20 in.)		2.49 m (8 ft. 2 in.)	
Triple Semi-Grouser Shoes			
600 mm (24 in.)		2.59 m (8 ft. 6 in.)	
700 mm (28 in.)		2.69 m (8 ft. 10 in.)	
M Blade Lift Height		460 mm (18 in.)	
N Blade Cut Below Grade		540 mm (21 in.)	
O Blade Lift Angle		28.5 deg.	
Blade			
Length		2.51 m (8 ft. 3 in.)	
Height		460 mm (18 in.)	
Width			
Rubber Crawler Pad, 500 mm (20 in.)		2490 mm (8 ft. 2 in.)	
Triple Semi-Grouser Shoes			
600 mm (24 in.)		2490 mm (8 ft. 2 in.)	
700 mm (28 in.)		2690 mm (8 ft. 10 in.)	



### Lift Capacities

**Boldface type** indicates hydraulically limited capacity; lightface type indicates stability-limited capacities, in kg (lb.). All lift capacities are based on ISO 10567 (power boost). Machine equipped with 414-kg (913 lb.) bucket and standard counterweight; and situated on firm, level, uniform supporting surface. Total load includes weight of cables, hook, etc. Figures do not exceed 87 percent of hydraulic capacities or 75 percent of weight needed to tip machine.

LOAD POINT HEIGHT	HORIZONTAL DISTANCE FROM CENTERLINE OF ROTATION									
	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)		7.5 m (25 ft.)	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
<i>With 2.52-m (8 ft. 3 in.) arm and 600-mm (24 in.) triple semi-grouser shoes, blade on ground</i>										
4.5 m (15 ft.)			3570 <b>(7,830)</b>	3570 <b>(7,830)</b>	3560 <b>(7,750)</b>	3490 <b>(7,500)</b>	3180 <b>(6,490)</b>	2090 <b>(4,480)</b>		
3.0 m (10 ft.)			6260 <b>(13,390)</b>	6260 <b>(13,390)</b>	4370 <b>(9,470)</b>	3290 <b>(7,090)</b>	3620 <b>(7,890)</b>	2020 <b>(4,350)</b>		
1.5 m (5 ft.)			6430 <b>(15,850)</b>	5730 <b>(12,330)</b>	5330 <b>(11,520)</b>	3060 <b>(6,580)</b>	4000 <b>(8,670)</b>	1930 <b>(4,340)</b>		
Ground Line			5770 <b>(13,410)</b>	5450 <b>(11,710)</b>	5870 <b>(12,720)</b>	2890 <b>(6,220)</b>	4220 <b>(9,130)</b>	1850 <b>(3,970)</b>		
-1.5 m (-5 ft.)	4360 <b>(9,790)</b>	4360 <b>(9,790)</b>	8740 <b>(18,950)</b>	5430 <b>(11,660)</b>	5750 <b>(12,430)</b>	2830 <b>(6,090)</b>	4010 <b>(8,620)</b>	1820 <b>(3,920)</b>		
-3.0 m (-10 ft.)	8240 <b>(18,630)</b>	8240 <b>(18,630)</b>	7080 <b>(15,240)</b>	5540 <b>(11,900)</b>	4750 <b>(10,150)</b>	2880 <b>(6,200)</b>				

# John Deere 624P Wheel Loader

Wednesday, August 17, 2022

5:42 PM

- All Comparisons are based on a 5 year period and in use time (rental) of 6 months
- Fuel costs are based on 1080 Hours per year @ 3 Gallons per hour for at a cost of \$5.00 per gallon
- Estimated Maintenance costs are based on 1080 hours per year @ \$5000.00
- Insurance estimates are based on \$4000.00 yearly (Rental would be for 6 month period)
- Monthly rental rates are based on \$7300.00 monthly for 6 months each year
- Depreciation is based on an estimated 50% of return if equipment is sold after 5 years

Equipment cost	\$234,357	Rental Cost (6 Months)	\$219,000
Fuel costs	\$80,000	Fuel Costs	\$80,000
Est. Maintenance	\$25,000	Est. Maintenance	\$25,000
Delivery	500.00	Delivery(2 times Yearly)	\$5000
Insurance	\$20,000	Rental Insurance	\$10,000
Depreciation	-\$117,178		
Total Cost of Ownership	\$242,679	Total Cost of Rental	\$339,000
Difference	\$96,321		

# 624 P

Wheel Loader



JOHN DEERE





# 624 P

WHEEL LOADER



VERSATILE BUCKET  
+ LINKAGE DESIGNS



# John Deere 333G Compact Track Loader

Wednesday, August 17, 2022

6:06 PM

- Fuel costs are based on 1080 Hours per year @ 3 Gallons per hour for at a cost of \$5.00 per gallon
- Estimated Maintenance costs are based on 1080 hours per year @ \$5000.00
- Insurance estimates are based on \$4000.00 yearly (Rental would be for 6 month period)
- Monthly rental rates are based on \$4500.00 monthly for 6 months each year
- Depreciation is based on an estimated 50% of return if equipment is sold after 5 years

Equipment cost	\$90,895	Rental Cost (6 Months)	\$135,000
Fuel costs	\$81,000	Fuel Costs	\$81,000
Est. Maintenance	\$25,000	Est. Maintenance	\$25,000
Delivery	500.00	Delivery(2 times Yearly)	\$5000
Insurance	\$20,000	Rental Insurance	\$10,000
Depreciation	-\$45,447		
Total Cost of Ownership	\$171,948	Total Cost of Rental	\$256,000
Difference	\$84,052		



G-SERIES  
**COMPACT TRACK  
LOADERS**



JOHN DEERE

325G / 331G / 333G



**INTELLIGENCE  
AT WORK**







# 325G / 331G SPECIFICATIONS

While general information, pictures, and descriptions are provided, some illustrations and text may not represent actual product options and accessories NOT AVAILABLE in all regions, and in some countries products and accessories may require modifications or additions to ensure compliance with the local regulations of those countries.

Engine	325G	331G
Manufacturer and Model	Yanmar 4TNV98CT	Yanmar 4TNV94FHT
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV	EPA Final Tier 4/EU Stage IV
Cylinders	4	4
Gross Rated Power (ISO 14396)	54.8 kW (74 hp) at 2,500 rpm	68 kW (91.2 hp) at 2,500 rpm
Net Power (SAE J1349 / ISO 9249)	52.5 kW (70 hp) at 2,500 rpm	66 kW (88.5 hp) at 2,500 rpm
Peak Torque	280 Nm (207 lb.-ft.) at 1,800 rpm	382 Nm (281.8 ft.-lb.) at 1,700 rpm
Displacement	3.3 L (203 cu. in.)	3.1 L (186.3 cu. in.)
Rated Engine Speed	2,500 rpm	2,500 rpm
Torque Rise	34% at 1,800 rpm	47% at 1,700 rpm
Aspiration	Turbocharged	Turbocharged, intercooled
Air Cleaner	Dry dual element	Dry dual element
<b>Cooling</b>		
Fan Type	Variable-speed hydraulic drive standard / reversing fan drive optional	
<b>Powertrain</b>		
Pump	Axial-piston hydrostatic	Axial-piston hydrostatic
Controls	Electrohydraulic	Electrohydraulic
Travel Speeds		
2 Speed, Low	8.4 km/h (5.2 mph)	8.5 km/h (5.3 mph)
2 Speed, High	13.2 km/h (8.2 mph)	12.6 km/h (7.8 mph)
<b>Brake</b>	Integral, automatic, spring-applied, hydraulically released wet-disc brake	
<b>Undercarriage</b>		
<b>Rubber Tracks</b>	New-Generation smooth-ride long-life rubber with steel inserts	
Track Width		
Standard	320 mm (12.6 in.)	400 mm (15.8 in.)
Optional	400 mm (15.8 in.)	450 mm (17.7 in.)
Ground Pressure		
With 320-mm (12.6 in.) Track (standard on 325G / N/A on 331G)	39.3 kPa (5.7 psi)	—
With 400-mm (15.8 in.) Track (optional on 325G / standard on 331G)	32.4 kPa (4.7 psi)	38.1 kPa (5.5 psi)
With 450-mm (17.7 in.) Track (N/A on 325G / optional on 331G)	—	33.9 kPa (4.9 psi)
Track Rollers (per side)	4 triple-flange smooth-ride all-steel rollers	5 triple-flange smooth-ride all-steel rollers
Track Idlers (per side)	2 double-flange smooth-ride all-steel rollers	2 double-flange smooth-ride all-steel rollers
Bearings/Seals (rollers/idlers)	Heavy-duty journal bearings and metal face seals	Heavy-duty journal bearings and metal face seals
Tractive Effort	3859 kgf (8,500 lbf)	5221 kgf (11,500 lbf)
<b>Hydraulics</b>		
Pump Flow		
Standard	78 L/m (21 gpm)	80 L/m (23.5 gpm)
Total With High-Flow Option	120 L/m (32 gpm)	138 L/m (36.5 gpm)
System Pressure at Couplers	23 787 kPa (3,450 psi)	23 787 kPa (3,450 psi)
Hydraulic Horsepower Flow (calculated)		
Standard	31.1 kW (41.7 hp)	35 kW (47 hp)
High	47.4 kW (63.6 hp)	55 kW (73 hp)
<b>Cylinders</b>	<b>325G / 331G</b>	
Type	John Deere heat-treated, chrome-plated polished cylinder rods, hardened steel (replaceable bushings) pistons	
<b>Electrical</b>	<b>325G</b>	<b>331G</b>
Voltage	12 volt	12 volt
Battery Capacity	750 CCA standard / 925 CCA optional	925 CCA
Alternator Rating	75 amp	90 amp
<b>Lights</b>	Halogen, 2 front and 1 rear	
		Halogen: 2 front and 1 rear standard / deluxe LED 4 front and 1 rear optional
<b>Operator's Station</b>	<b>325G / 331G</b>	
	ROPS (ISO 3471) / FOPS (ISO 3449) structure with quick-pivot standard	
<b>Serviceability</b>	<b>325G</b>	<b>331G</b>
<b>Refill Capacity</b>		
Fuel Tank	79 L (21 gal.)	114 L (30 gal.)

# John Deere Purchase Quote

Wednesday, August 17, 2022

4:06 PM



**Quote Summary**

**Prepared For:**  
TOWN OF LAKE LURE  
2948 MEMORIAL HWY  
LAKE LURE, NC 28746  
Business: 828-625-9983  
Mobile: 828-772-6134  
loa@townoflakelure.com

**Prepared By:**  
PETER CLEELAND  
James River Equipment  
101 Bruce Road  
Asheville, NC 28806  
Phone: 828-667-0176  
Mobile: 828-337-1825  
peter.cleeland@jamesriverequipment.com

**Quote Id:** 27180134  
**Created On:** 02 August 2022  
**Last Modified On:** 02 August 2022  
**Expiration Date:** 24 August 2022

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 624 P WHEEL LOADER PER SOURCEWELL CONTRACT # 032119-JDC	\$ 365,043.00	\$ 219,025.80 X	1 =	\$ 219,025.80
JOHN DEERE 135 P EXCAVATOR PER SOURCEWELL CONTRACT # 032119-JDC	\$ 323,251.00	\$ 216,377.80 X	1 =	\$ 216,377.80
JOHN DEERE 333G COMPACT TRACK LOADER PER SOURCEWELL CONTRACT # 032119-JDC	\$ 124,925.00	\$ 84,949.00 X	1 =	\$ 84,949.00
<b>Equipment Total</b>				<b>\$ 520,352.60</b>

**Quote Summary**

Equipment Total	\$ 520,352.60
SubTotal	\$ 520,352.60
Total	\$ 520,352.60
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 520,352.60</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





## Selling Equipment

Quote Id: 27180134

Customer: TOWN OF LAKE LURE

### JOHN DEERE 624 P WHEEL LOADER PER SOURCEWELL CONTRACT # 032119-JDC

Hours: Suggested List  
 Stock Number: \$ 365,043.00

**Selling Price**  
\$ 219,025.80

Code	Description	Qty	Unit	Extended
6040DW	624 P WHEEL LOADER	1	\$ 287,236.00	\$ 287,236.00

#### Standard Options - Per Unit

170K	JLink™	1	\$ 0.00	\$ 0.00
0924	John Deere PowerTech Engine	1	\$ 24,858.00	\$ 24,858.00
1010	Standard Wheel Loader	1	\$ 0.00	\$ 0.00
1110	5-Speed Powershift Transmission	1	\$ -3,900.00	\$ -3,900.00
1210	100 amp Alternator	1	\$ 0.00	\$ 0.00
1310	Flat Black Curved Stack	1	\$ 0.00	\$ 0.00
1410	Standard Engine Air Intake System	1	\$ 0.00	\$ 0.00
1510	Standard Hydraulic Fan	1	\$ 0.00	\$ 0.00
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1	\$ 0.00	\$ 0.00
1905	Standard Cab	1	\$ 0.00	\$ 0.00
1940	7 inch Monitor	1	\$ 0.00	\$ 0.00
1970	Hydrau Hydraulic Fluid	1	\$ 0.00	\$ 0.00
2010	Standard Z-BAR	1	\$ 0.00	\$ 0.00
2120	Steering Wheel Only	1	\$ 0.00	\$ 0.00
2220	Deluxe Seat, Cloth with Air Suspension	1	\$ 0.00	\$ 0.00
2360	Joystick Controls	1	\$ 0.00	\$ 0.00
2402	Two Function Hydraulics	1	\$ 0.00	\$ 0.00
2515	Ride Control	1	\$ 4,015.00	\$ 4,015.00
2605	English Decals and Manuals	1	\$ 0.00	\$ 0.00
2708	8 Amp Converter	1	\$ 0.00	\$ 0.00
2870	No Payload Scale with Cycle Counter	1	\$ 119.00	\$ 119.00
3046	Front Hydraulically Locking Differential and Rear Conventional Differential Axles	1	\$ 0.00	\$ 0.00
3120	Manual Axle Differential Lock	1	\$ 0.00	\$ 0.00
4933	No Brand Preference	1	\$ 11,900.00	\$ 11,900.00
5530	Standard Front Fenders	1	\$ 0.00	\$ 0.00
5610	Left Side Steps Only	1	\$ 0.00	\$ 0.00
5760	60 in (1524mm) Wide Fork Frame	1	\$ 9,160.00	\$ 9,160.00
5870	60 Inch (1524mm) Construction Tines	1	\$ 2,329.00	\$ 2,329.00
7120	Halogen Work and Drive Lights	1	\$ 0.00	\$ 0.00
8220	Rear Hitch and Counterweight	1	\$ 0.00	\$ 0.00
8240	Rear Camera	1	\$ 0.00	\$ 0.00



## Selling Equipment

**Quote Id:** 27180134      **Customer:** TOWN OF LAKE LURE

8275	LED Strobe Beacon with Left Beacon Bracket	1	\$ 275.00	\$ 275.00
8310	Standard Exterior Mirrors	1	\$ 0.00	\$ 0.00
8360	Standard Radio	1	\$ 576.00	\$ 576.00
8450	Cab with Air A/C Charge	1	\$ 0.00	\$ 0.00
8560	Hydraulic Coupler - JRB 416 Pattern	1	\$ 5,995.00	\$ 5,995.00
8860	Bolt-on Cutting Edge	1	\$ 1,054.00	\$ 1,054.00
8920	3.5 Cu. Yd. Bucket (Coupler only)	1	\$ 11,083.00	\$ 11,083.00
9043	Environmental Drains and Sampling Ports	1	\$ 410.00	\$ 410.00
9140	Fire Extinguisher	1	\$ 149.00	\$ 149.00
9410	Transmission and Bottom Guards	1	\$ 2,034.00	\$ 2,034.00
9708	20.5-25 L2 16PR BIAS NO BRAND PREFERRED WITH 3 PC RIMS	1	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>				<b>\$ 70,057.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 6,000.00	\$ 6,000.00
	Setup	1	\$ 1,750.00	\$ 1,750.00
<b>Other Charges Total</b>				<b>\$ 7,750.00</b>
<b>Suggested Price</b>				<b>\$ 365,043.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -146,017.20</b>	<b>\$ -146,017.20</b>
<b>Total Selling Price</b>				<b>\$ 219,025.80</b>

### JOHN DEERE 135 P EXCAVATOR PER SOURCEWELL CONTRACT # 032119-JDC

<b>Hours:</b>				<b>Suggested List</b>
<b>Stock Number:</b>				\$ 323,251.00
				<b>Selling Price</b>
				\$ 216,377.80
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
8200FF	135 P EXCAVATOR BASE MACHINE	1	\$ 264,620.00	\$ 264,620.00
<b>Standard Options - Per Unit</b>				
170K	JDLink™	1	\$ 0.00	\$ 0.00
0202	Destination Code - United States	1	\$ 0.00	\$ 0.00
0259	English Customer Delivery Packet	1	\$ 0.00	\$ 0.00
0401	RUBBER PADS, BLADE, COUNTERWEIGHT, 9.11" ARM	1	\$ 27,250.00	\$ 27,250.00
<b>Standard Options Total</b>				<b>\$ 27,250.00</b>





## Selling Equipment

Quote Id: 27180134

Customer: TOWN OF LAKE LURE

Dealer Attachments				
BYT10497	Hydraulic Thumb Kit, Direct, Coupler	1	\$ 8,783.00	\$ 8,783.00
AT339844	Deere Hydraulic Thumb Installation	1	\$ 2,086.00	\$ 2,086.00
BYT11150	36 In (914 mm), 0.81 yd3 (0.62 M3) Heavy-Duty Bucket	1	\$ 4,262.00	\$ 4,262.00
AT342512	Side-Cutter Kit, 3 inch	1	\$ 679.00	\$ 679.00
BYT11623	Hydraulic Quick Coupler (Variable-type Pin-Grabber) - Coupler Only	1	\$ 8,083.00	\$ 8,083.00
AT345608	Installation Charge for Hydraulic Quick Coupler	1	\$ 1,471.00	\$ 1,471.00
AT421728	Mechanical Control Pattern Selector Kit	1	\$ 1,017.00	\$ 1,017.00
<b>Dealer Attachments Total</b>				<b>\$ 26,381.00</b>
Other Charges				
	Freight	1	\$ 2,500.00	\$ 2,500.00
	Setup	1	\$ 2,500.00	\$ 2,500.00
<b>Other Charges Total</b>				<b>\$ 5,000.00</b>
<b>Suggested Price</b>				<b>\$ 323,251.00</b>
Customer Discounts				
<b>Customer Discounts Total</b>			<b>\$ -106,873.20</b>	<b>\$ -106,873.20</b>
<b>Total Selling Price</b>				<b>\$ 216,377.80</b>

### JOHN DEERE 333G COMPACT TRACK LOADER PER SOURCEWELL CONTRACT # 032119-JDC

<b>Hours:</b>				<b>Suggested List</b>
<b>Stock Number:</b>				\$ 124,925.00
				<b>Selling Price</b>
				\$ 84,949.00
Code	Description	Qty	Unit	Extended
0BF2T	333G COMPACT TRACK LOADER	1	\$ 108,725.00	\$ 108,725.00
Standard Options - Per Unit				
170K	JDLink™	1	\$ 1,777.00	\$ 1,777.00
0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio	1	\$ 4,589.00	\$ 4,589.00
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1	\$ 1,058.00	\$ 1,058.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
2605	Offset Block Lug Tread Pattern - 17.7 in. (450 mm) Tracks	1	\$ 0.00	\$ 0.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 217.00	\$ 217.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 639.00	\$ 639.00
8042	Rear View Camera	1	\$ 869.00	\$ 869.00



## Selling Equipment

Quote Id: 27180134

Customer: TOWN OF LAKE LURE

8370	HD Rear Grille	1	\$ 497.00	\$ 497.00
8380	Footrest with Floormat	1	\$ 147.00	\$ 147.00
9062	84 in. HD Construction Bucket (21.0 cu. ft.) with Edge	1	\$ 2,407.00	\$ 2,407.00
<b>Standard Options Total</b>				<b>\$ 12,200.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 3,000.00	\$ 3,000.00
	Setup	1	\$ 1,000.00	\$ 1,000.00
<b>Other Charges Total</b>				<b>\$ 4,000.00</b>
<b>Suggested Price</b>				<b>\$ 124,925.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -39,976.00</b>	<b>\$ -39,976.00</b>
<b>Total Selling Price</b>				<b>\$ 84,949.00</b>

# Poseidon Barge Quote

Wednesday, August 17, 2022

Quote valid for 14 days



## SALES AGREEMENT

<b>BUYER:</b> TOWN OF LAKE LURE 2948 MEMORIAL HIGHWAY LAKE LURE, NC 28746 DEAN LINDSEY (828) 772-6134	<b>SELLER:</b> Poseidon ® Barge, LTD. 725 E. Parr Road Berne, IN 46711 PH: 866-992-2743
<b>SHIP TO:</b> TOWN OF LAKE LURE  Lake Lure, NC 287467	<b>PROJECT INFORMATION:</b> 20x40x5 Deck - New Barges  Pushboat and Trailer have a lead time.
<b>CONTRACT DATE:</b> 08/12/2022	<b>CONTACT:</b> DEAN LINDSEY
<b>CONTRACT NUMBER:</b> SS3051-0	<b>PROJECT NUMBER:</b> 20x40x5 Deck for mini excavator

PAYMENT TERMS: Five percent (5%) non-refundable down payment is due at time of order. Balance due prior to shipment

Wire/ACH payment info: Lake City Bank, Fort Wayne, IN - Routing #074903719, Poseidon Barge, Ltd. Account #1011557959

### DESCRIPTION OF EQUIPMENT:

Qty	UOM	Description	Serial Number	New / Used	Price	Extended	
4	each	P1 - 20' x 10'2" x 5' PB 810-002 - 1205		New	\$35,910.00	\$143,640.00	
2	each	P1-5' Spud Pkt w/ Sheave 825-003 - 1PKT		New	\$11,700.00	\$23,400.00	
2	each	P18" x 227" Rnd Spud 820-001 SPDR		New	\$9,800.00	\$19,600.00	
4	each	DECK CLEAT 18" 880-002 NEW - BC01		New	\$499.00	\$1,996.00	
2	each	SPUD LIFTING COLLAR 18" #821-001 SC18		New	\$2,400.00	\$4,800.00	
12	each	P1-5' Pins 708-012 NEW - blue CN01		New	\$385.00	\$4,620.00	
1	each	Push Boat 24'3" Twin Eng 4 Stroke Outbds PB24 Targeted to be complete Sept/Oct		New	\$179,100.00	\$179,100.00	
1	each	Push Boat Trailer PBTR New trailer included in the price of the boat		New	\$0.00	\$0.00	
Sub-Total						<b>\$377,156.00</b>	
Sales Tax State					NC	7.000%	\$39,143.44
Grand total not including freight						<b>\$416,299.44</b>	

08/12/2022  
 SS3051-0  
 BG

FOR INTERNAL USE ONLY SALES REVIEW: _____ ADMIN REVIEW: _____
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Quote valid for 14 days



## SALES AGREEMENT

### FREIGHT CHARGES

Qty	Estimated Mobilization Freight	Extended
From Berne, IN		
2	Step Deck Truck w/ over width permits	\$8,900.00
3	Load Fee Per Truck	\$1,200.00
1	Hot Shot Flat Bed	\$2,167.00
SubTotal		\$12,267.00
Sales Tax State	NC	7.000%
Total Estimated Freight to the project		\$13,125.69

**Total Estimated Shipping Cost For Project: \$13,125.69**

Trucking company may require a minimum of 50% payment prior to loading.

This Sale Agreement is entered into by and between Seller and Buyer on the date set out above and the Seller and Buyer hereby agree to the attached Terms and Conditions which are incorporated by reference as though fully set out herein. The Buyer represents and warrants that it has reviewed and agrees to be bound by the Seller's General Use Guidelines on the Seller's website (<https://www.poseidonbarge.com/products/resources/general-use-guidelines/>) and said General Use Guidelines are incorporated by reference as additional terms and conditions.

**SELLER:** Poseidon Barge, LTD.

**BUYER:** TOWN OF LAKE LURE

A handwritten signature in black ink, appearing to read "Scott Sprunger".

**NAME:** Scott Sprunger  
**TITLE:** Central US Territory Manager  
**Date Signed:** 8/12/22

**NAME:** DEAN LINDSEY  
**TITLE:** \_\_\_\_\_  
**Date Signed:** \_\_\_\_\_

# POSEIDON® P1 PORTABLE SECTIONAL BARGES

	P1-5-20 Section		P1-5-40 Section	
Length, Overall	20'-1"	6.12 m	40'-1"	12.22 m
Width, Overall	10'-1"	3.07 m	10'-1"	3.07 m
Height, Overall	5'-0"	1.52 m	5'-0"	1.52 m
Shipping Weight, Approx.	12,500 lbs	6,670 kg	23,100 lbs	10,478 kg
Draft, Unloaded	12"	0.30 m	11"	0.28 m
Draft, Full Load	30"	0.76 m	30"	0.76 m
Payload at Full Load	9.0 tons	8.2 mT	19.0 tons	17.2 mT



## Standard Features:

- Baril DCC Paint System including Zinc Rich Primer Coat & Premium Abrasion-Resistant Topcoat
- Flush Mounted, Sacrificial Zinc Anodes provided Corrosion Protection
- Internal void spaces coated with Biofloat environmentally friendly Corrosion Inhibitor
- Patented Heavy Duty Roll Form, HSLA Steel Deck Construction with 20,000 psf Concentrated Load Capacity
- The high strength to weight ratio allows two barges to be shipped per truck, saving freight costs!

## Available Poseidon Accessories:

- Spud Pockets
- Spuds, 18" diameter x 1/2" wall thickness, in a wide range of lengths from 20ft to 80ft
- Double Drum Hydraulic Winch Systems
- Deck Cleats, Handrail, Safety Ladder
- Sea Bee Thruster System

**U.S. Patent #8,327,789**  
**Poseidon® Sea Bee Pusher**  
**& deck cleat**



**POSEIDON® BARGE,**

725 East Parr Road, Berne, IL

PH: 866-99-BARGE; FAX: 260-5

WEBSITE: www.poseidonbarges.com





Hauling 2-40' x 10' x 5' sections per truck saves time and money on every project!



**POSEIDON® BARGE**  
offers competitive pricing & friendly service.

The Poseidon® P1 Portable Barge is easily transported from job to job on light weight step deck trailers.

POSEIDON® P1 BARGES are connected with a hairpin style connector pins allowing quick & easy assembly on the job with no additional tools. The P1 Barge does not have to be turned a certain way to connect to the next barge. All side and end castings are universal.

A single pick 25 ton shackle on the top center of the barge speeds the unloading and set up process.



**CONNECTOR  
IN PLACE**



**25 Ton Lifting Shackle**



External mount Spud Pockets can be located at any two connection points on the sides or ends of the barge.

The roll formed patented top design U.D0807,9320 deck is rated at 20,000 psi, four times stronger than our competitors. We require the use of wood mats to protect the deck surface.

**Shipping Weights**

40' x 10' x 5'.....	23,089 lbs.
20' x 10' x 5'.....	12,726 lbs.
10' x 10' x 5' rakes.....	6,368 lbs.
Spud Pockets.....	1,794 lbs.
18' x 40' Spuds.....	4,667 lbs.
18' x 30' Spuds.....	3,636 lbs.
18' x 20' Spuds.....	2,595 lbs.
Connector Pins.....	55 lbs.
Spud Winch.....	4,500 lbs.
Coats.....	60 lbs.
Drill Spacers.....	215 lbs.



**POSEIDON® BARGE,**

725 East Parr Road, Berne, IL

PH: 866-99-BARGE; FAX: 260-5

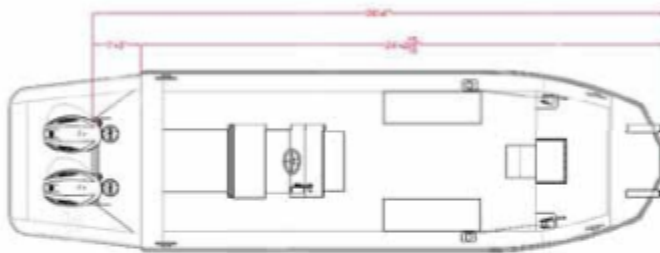
WEBSITE: www.poseidonbarges.com

## 24'3" x 8'6" Aluminum Utility Boat with Push Knees

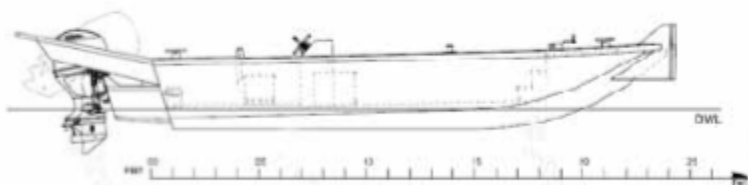


- Center Console Control
- Heavy Duty 3" D Shape Rubber Gunnel Cap
- Push Knees - 4" Solid Rubber Bumper
- 4 Standard Mooring Cleats
- 1 Ton Manual Winch for 1/4" wire rope mounted to forward deck
- Max person capacity is 6 passengers, 1 driver

For Commercial Use Only



\*Shipping Dimensions with the boat on a trailer: 38' long x 9'1" wide x 7'4" to the top of the engines in the down position.



- Twin Yamaha 150 HP 4 Stroke Engines
- 50 gallon fuel tank
- Zinc Anodes to reduce corrosion
- Bottom Hull coated with anti-fouling paint
- 2 bench seats measuring 54" to accommodate additional passengers
- All Welded Aluminum Tandem Axle Magic Tilt Trailer
- Disc Brakes on all axles
- Navigation Lights and Fire Extinguisher
- Safety Equipment (PFD's) not included; see your local laws for safety equipment requirements



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WEBSITE: www.poseidonbarges.com



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

**Meeting Date: August 24, 2022**

**SUBJECT:** Public Services Request for Additional Equipment

**AGENDA INFORMATION:**

**Item Number:** VI  
**Department:** Public Services  
**Contact:** Dean Lindsey, Public Services Director  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

Public Services Director Dean Lindsey is requesting additional equipment for the maintenance of town roads and stormwater culverts. Requesting a trailer mounted blower for clearing leaf and debris from roadways, and a leaf and debris vacuum for helping with keeping the ditches and roadways clean thru out the town. Total for equipment requested is \$112,000.00

**FUNDING SOURCE:**

Fund Balance

**ATTACHMENTS:** Blower Quotes and Specs, Leaf vac quotes and specs

January 7, 2022  
Town of Lake Lure  
Dean Lindsey  
Proposal



**Greenville Turf & Tractor**  
701 Sandy Springs Rd.  
Piedmont, SC 29673  
866-485-8873 Toll Free  
864-751-5981 Fax

Submitted by Rick Henderson  
Territory Manager  
864-419-4907

**John Deere Golf & Turf Equipment Lease Proposal**

<u>Qty.</u>	<u>Order Codes</u>	<u>Description</u>	<u>List Price</u>	<u>Preferred Customer Unit Price</u>	<u>Extended Preferred Customer Total</u>
1	BT-Mega	Buffalo Turbine Mega Blower	N/A	\$ 16,702.61	\$ 16,702.61
1	1613D	DOT Approved Trailer			
1	1469	10" Rectagular Nozzle			
1	Parts	Parts Catalog			

Price does not include applicable sales tax

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

**Conditions of Quote and Volume Benefits**

**Note 1: This quotation is good for 10 days**

**Note 2: Payments are based on Approved Credit thru John Deere Financial**

**Note 3: Lease Start Date to be on or about November 1st 2015 with 1st payment due in advance**

**Note 4: All Equipment will come with an Operators Manual and a Video if available for that Machine.**

Above is our quotation for the equipment named, subject to the following conditions: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent on availability of product from manufacturer. Prices are based on costs and conditions existing on date of quotation and are subject to change without notice. Typographical errors are subject to correction. Conditions not specifically stated herein shall be governed by established trade customs.



**BUFFALO  
TURBINE**



**MEGA**  
DEBRIS BLOWER



### MEGA

- MOST POWERFUL DEBRIS BLOWER ON THE MARKET
- 12 GALLON FUEL CAPACITY

180 Zoar Valley Road, Springville, NY 14141 • (716) 592-2700 • [BuffaloTurbine.com](http://BuffaloTurbine.com) • Made in USA 



**BUFFALO  
TURBINE**



**TALK WITH OUR EXPERTS**  
8AM-4:30PM (Mon-Fri) EST  
(716) 592-2700  
BuffaloTurbine.com

## MEGA DEBRIS BLOWER

### TOP BENEFITS

- Superior performance
- Powerful and versatile
- Heavy duty construction
- Easy to operate and maintain
- 10 year manufacturer warranty

### TOP FEATURES

- Quick and easy adjustable hitch
- Self contained, bolt-on trailer package
- Easily converts to skid mount
- High speed, heavy duty rotation motor
- 360° nozzle rotation

### ENGINE SPECS


- Kohler Command Pro CH1000
- V-Twin, air cooled
- Electronically governed
- Electric Start
- Electric ignition system
- Heavy duty air cleaner system
- 3 year engine warranty
- 12 gallon fuel capacity

### GENERAL INFO

- Powder coated
- Polycarbonate fenders
- Belt and pulley drive system
- Comes with polymer nozzle standard
- Optional aluminum nozzles available:  
Rectangular nozzles (10" or 19" long)  
Round nozzles (10" or 12" outlet)

### Applications

Golf Courses • Rental Companies • Sports Facilities  
Paving Contractors • Highway Construction Companies  
Municipalities • Parks • Cemeteries • Racetracks  
Test tracks • Landscapers • Poultry

 **WARNING:** Cancer & Reproductive Harm - www.P65Warnings.ca.gov



MEGA Debris Blower



Quick & Easy Adjustable Hitch



Nozzles



Official Track Blower



Official Track Blower



QUALIFIED BY  
GS-21F-08044

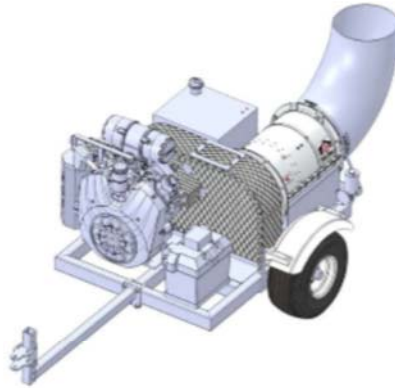


Made in the USA





180 Zoar Valley Road • Springville, NY 14141 • Tel: (716) 592-2700 • Fax: (716) 592-2460 • BuffaloTurbine.com



## MEGA DEBRIS BLOWER MODEL # BT-MEGA

<b>Control</b>	12V Wireless system w/ 360° Nozzle Control and Throttle Control
<b>Transmitter</b>	Hand held wireless transmitter with push button control (water resistant)
<b>Battery</b>	12V 525 CCA
<b>Machine Warranty</b>	10 Year Manufacturer Warranty
<b>Kohler Engine Warranty</b>	3 Year Warranty
<b>Frame Length (Skid Mount)</b>	48"
<b>Overall Length with Nozzle(Skid Mount)</b>	75"
<b>Overall Length with Nozzle</b>	112"
<b>Frame Width (Skid Mount)</b>	36.5"
<b>Overall Width Including Wheels</b>	56"
<b>Height</b>	30"
<b>Fuel Capacity</b>	12 gallons
<b>Weight</b>	630 lbs. (286kg)
<b>Input Power</b>	CH1000 Kohler Gasoline Engine
<b>Input RPM</b>	Adjustable Engine Throttle up to 3500 RPM
<b>Output RPM</b>	Approx. 4300 RPM
<b>Nozzle</b>	Aerospace Polymer Nozzle (optional aluminum nozzles are available)
<b>Outlet Size</b>	approx. 12"
<b>Maintenance Meter</b>	Hour Meter / Tachometer
<b>Tires</b>	18 x 8.50-8
<b>Trailer</b>	Bolt on trailer package with adjustable tongue
<b>Shipping Weight</b>	716 lbs. (325kg)
<b>Shipping Box Size</b>	48"(121.92cm) x 60"(152.40cm) x 45"(114.30cm)



WARNING: Cancer and Reproductive Harm – www.P65Warnings.ca.gov



**TALK WITH OUR EXPERTS**  
 8AM-4:30PM (Mon-Fri) EST  
 (716) 592-2700  
[www.BuffaloTurbine.com](http://www.BuffaloTurbine.com)

## OPTIONS TOW BEHIND

180 Zoar Valley Road  
 Springville, NY 14141

### NOZZLES



Aerospace Polymer Nozzle - Part# 2851  
 Standard Clamp Band - Part# 1173



Flexible Nozzle Assembly - Part# 3345  
 Various lengths available.  
 Ideal for rough terrain.

Gyratory Atomizing Nozzle - Part# 2547  
 (Safety guard removed for clarity)



### ALUMINUM NOZZLES

Optional aluminum nozzles **will not** connect to the standard Aerospace Polymer Nozzle (Part# 2851). Requires: **Two 45° elbow segments (Part# 1171)** and two additional clamp bands (Part# 1173).

12" Nozzle Extension - Part# 1468  
 15" Nozzle Extension - Part# 1842  
 20" Nozzle Extension - Part# 1845

10" Round Nozzle - Part# 1417  
 12" Round Nozzle - Part# 1172  
 Improves air velocity with lower horsepower and hydraulic blower units



10" Rectangular Nozzle - Part# 1469  
 19" Rectangular Nozzle - Part# 1425  
 5.5"x15" opening - extra length/more concentrated air flow. Uses - heavy wet debris, plugs, top dressing. **No ground clearance** in the vertical down position.



Fishtail Nozzle - Part# 1743  
 5"x30" (wide angle) opening. Distributes a large volume of air at a lower velocity over a wide area. Easily converts blower into a "Greens Fan". Adaptable to all models. Not as effective at moving debris.



### D.O.T. TRAILER

Part# 1613-D f or 8000, KB4, EFI  
 Part# 3410 for Mega



### 2" BALL RECEIVER HITCH

Part# 2981



### FORK POCKET

Part# 3894  
 Great for moving blowers around jobsites and bed mount / skid mount applications.



### LINE DRIVER ATTACHMENT

Part# 2419



### CORDED CONTROL

Part# 2788 for KB4 Model  
 Part# 2787 for Mega, Diesel Models



### ROTATION BEARING KIT

Part# 3838  
 Increases rotation speed and reduces load on rotation motor.



### EXHAUST GUARD KIT

Part# 2988  
 Available for Model: KB



**WARNING:**  
 Cancer & Reproductive Harm - [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



TOWN OF LAKE LURE  
DEAN LINDSEY

Equipment Quote  
August 18, 2022

---

Rob Marrapode  
rob@ciequipment.com  
(704)488-2929

**Prepared For**  
Dean Lindsey  
Town of Lake Lure  
136 Bottomless Pool Rd.  
Lake Lure, NC 29746  
dlindsey@townoflakelure.com  
828-772-6134

**Prepared By**  
Rob Marrapode  
Charlotte, NC  
rob@cieequipment.com  
(704)488-2929



**QUOTE**  
No. CQ417627995  
Date Prepared: August 18, 2022

**Standard Features & Benefits** ODBLCT60019 XTREME VAC BY ODB LCT600 TRAILER MOUNT LEAF & DEBRIS LOADER (Qty: 1) **\$56,607.00**

- KUBOTA WSG3800 87 HP 4-CYLINDER GASOLINE ENGINE
- BELT DRIVEN SUCTION IMPELLER WITH SIX 3/8 THICK STEEL BLADES
- 16 DIAMETER X 120 RUBBER SUCTION HOSE WITH STEEL NOZZLE
- HYDRAULIC HOSE BOOM POWERED BY AN ELECTRIC/HYDRAULIC PUMP
- 13 CLUTCH ASSEMBLY WITH 2.25 PTO SHAFT WITH SAFETY ENGAGEMENT
- BOXED PERFORATED PLEATED RADIATOR SCREEN
- 44-GALLON POLYETHYLENE FUEL TANK
- ELECTRONIC ENGINE CONTROLS WITH ENGINE SAFETY SHUTDOWN SYSTEM
- 1/4 THICK TRAILER DECK WITH CHANNEL MEMBERS ON THE ENDS
- SINGLE 6,000 LB. TORFLEX AXLE WITH EZ LUBE HUBS
- TWO ST225-75-R15 RADIAL TIRES MOUNTED STEEL WHEELS WITH STEEL FENDERS
- ELECTRIC BRAKES WITH BREAK-AWAY ACTUATOR
- LED TYPE DOT LIGHTS AND OVAL LED AMBER FLASHER AT REAR
- HD HEIGHT ADJUSTABLE PINTLE EYE WITH THREE QUICK RELEASE PINS
- PARKING JACK WITH 5 SWIVEL CASTOR WHEEL
- ALL COMPONENTS PRE-PAINTED PRIOR TO ASSEMBLY STANDARD COLOR IS WHITE

Selected Options			Qty
ODB5OPT	3 AXIS (UP/DOWN; LEFT/RIGHT & IN/OUT) HOSE BOOM	\$ 17,362.93	1
ODBJD74P	JOHN DEERE 4045TFC03 DIESEL 4 CYL. 74HP FINAL TIER 4	\$ 12,676.78	1
ODB22OPT	WIRELESS PENDANT BOOM CONTROLS (ONLY AVAILABLE WITH 2 OR 3 AXIS BOOM OPTION)	\$ 3,791.21	1
ODB19OPT	REMOTE ELECTRIC THROTTLE FOR ENGINE	\$ 1,003.89	1

Discounts / Trades		
DISCOUNT	NCSA CONTRACT #22-06-0426R	\$ (5,486.51)

Machine [Qty: 1]: \$ 56,607.00  
Options: \$ 34,834.81  
Discounts & Trades: \$ (5,486.51)

**Machine #1 Subtotal\* \$85,955.30**

\* Machine subtotal does not include shipping and prep charges.





Regional HQ  
4315 Taggart Creek Road  
Charlotte, NC 28208

Contact Us  
800.476.2434

- Lease payments subject to change & approved credit history.
- Credit card payments subject to a convenience fee.
- Terms: Net 10 with approved credit history.
- Prices exclude any applicable taxes.
- Freight is FOB destination.
- **Quote expires 10/17/2022\***.

\*Expiration date is subject to change in the event of a manufacturer price increase.

Machine 1 Total: \$ 85,955.30  
Prep, Shipping & Delivery: \$ 0.00

**Quote Subtotal \$85,955.30**

No Money Down | \$1 Buyout Finance Lease

Please check the box below for your desired payment

Lease Term (in months)	12	24	36	48	60	72	84
Monthly Payment	<input type="checkbox"/> \$7,684.40	<input type="checkbox"/> \$4,031.30	<input type="checkbox"/> \$2,716.19	<input type="checkbox"/> \$2,105.90	<input type="checkbox"/> \$1,744.89	<input type="checkbox"/> \$1,504.22	<input type="checkbox"/> \$1,340.90

- I have checked my lease selection above and would like to begin the approval process. Rates are subject to credit approval.
- I would like to purchase outright.

Print Name

Signature

Date



## Tow-Behind Debris Collector

### LCT600

Kubota WG3800-G-E3  
4-cylinder Gasoline  
engine rated at 87HP.

- 28" suction impeller
- 16" dia. x 120" long rubber suction hose
- Hydraulic hose boom

The LCT600 has  
the best suction of  
any unit in it's class.  
Contact ODB  
to order yours today!



\*Specifications subject to change  
at any time without notice.



\*Standard color is white.

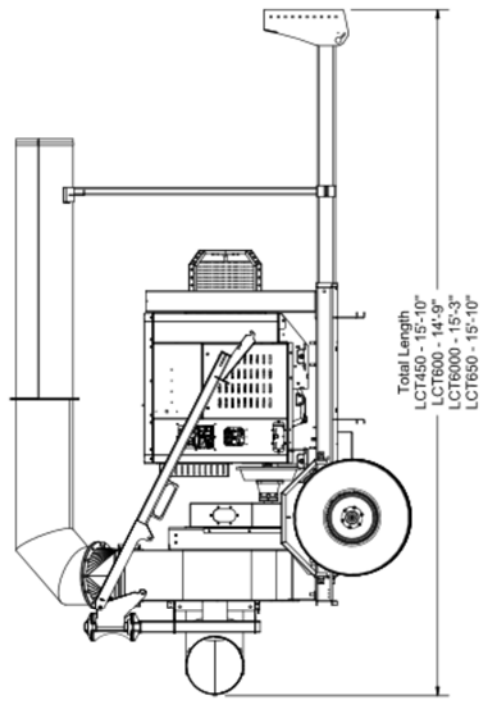
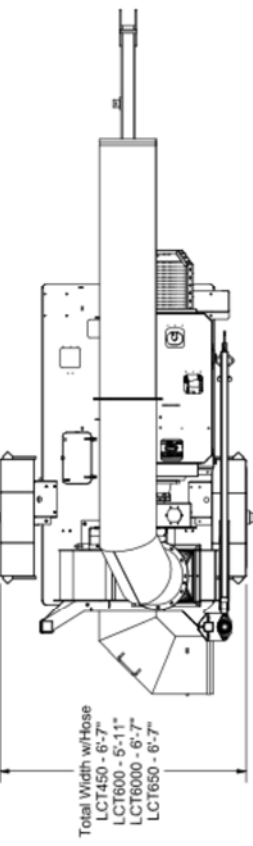
\*Units may be shown with options.



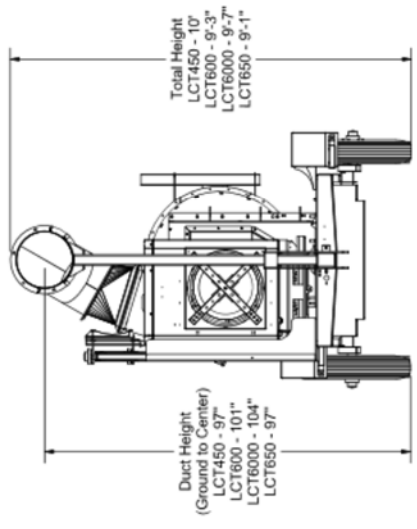
Follow us at  
ODBCompany

# 800-446-9823





**\*\*LCT Units Height, Width and Length Dimensions\*\***  
**Curb Weights (Standard):**  
 LCT450: 4,500 lbs  
 LCT600: 4,500 lbs  
 LCT6000: 5,980 lbs  
 LCT650: 5,160 lbs



**\*\*See page 2 & 3 for custom exhaust duct height options\*\***

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

**Meeting Date: August 24, 2022**

**SUBJECT:** Review the Draft Interlocal Agreement between Town of Lake Lure and Chimney Rock Village and Draft Resolution Declaring Intent to Enter an Interlocal Agreement

**AGENDA INFORMATION:**

**Item Number:** VII  
**Department:** Sewer  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

Following discussions held during the August 1<sup>st</sup> special work session meeting, Town staff has created a draft resolution declaring official intent to enter an Assignment and Interlocal Agreement with Chimney Rock Village for the Chimney Rock Village sewer system. Additionally, Town staff has also coordinated with representatives for Chimney Rock Village and LaBella Associates to produce a draft Interlocal Agreement. Town staff asks that Council review the documents and provide any necessary feedback or suggestions.

**ATTACHMENTS:**

Draft Resolution; Draft Interlocal Agreement



STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

ASSIGNMENT AND INTERLOCAL AGREEMENT

THIS ASSIGNMENT AND INTERLOCAL AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between TOWN OF LAKE LURE, a North Carolina Municipal Corporation, hereinafter referred to as the “Town”, and CHIMNEY ROCK VILLAGE, a North Carolina Municipal Corporation, hereinafter referred to as the “Village”;

WITNESSETH

WHEREAS, the Village is the owner of a gravity sewer main which provides sewer service to the west of the Village along US 64/74 towards and to the general location of the Esmeralda Inn (the “Sewer Main”). The Sewer Main is more than 50-years old and is in a fair and acceptable state of repair and serves the area without significant problems, and

WHEREAS, the Village entered an agreement with Rutherford County dated January 4, 2022 which outlines criteria for the acceptance of treatment of sewer from the Sewer Main sever the Village area by the Town of Lake Lure and permits a flow of 27,500 gallons per day (GPD) to the Lake Lure sewer system, first specified in an agreement between Rutherford County and the Town of Lake Lure dated May 5, 1970; and

WHEREAS, the Village desires to transfer ownership of the Chimney Rock Village Sewer Main to the Town and to transfer to the Town the responsibility for the future operation and maintenance of the Sewer Main; and

WHEREAS, the Town recognizes the importance of providing sanitary sewer services for the area served by the Village including areas outside the corporate, and that this service helps to protect the health of the citizens of Chimney Rock Village and the Town of Lake Lure and protects the natural environment, and therefore the Town desires to accept the transfer of ownership of the Sewer Main into the assets of the Town and to incorporate those assets into the Town’s utility system which includes the potable water supply and distribution system, and the Town will assume the responsibility for the future operations and maintenance of the Sewer Main subject to the terms and conditions contain herein, and

WHEREAS, the Village agrees to make this transfer of ownership at no cost to the Town, and the transfer includes all components of the Sewer Main including any documented or prescriptive easements and property rights associated with the sewer system main, and any permits issued for the Sewer Main from the North Carolina Department of Environmental Quality, North Carolina Department of Transportation, or any other regulatory agencies; and

WHEREAS, the Town of Lake Lure agrees to accept this transfer of Ownership and the assets of the Sewer Main at no cost and the Town of Lake Lure hereby agrees to the transfer of the Sewer Main including all components of the Sewer Main including any documented or prescriptive easements and property rights associated with the Sewer Main and any permits issued for the Sewer Main from the North Carolina Department of Environmental Quality, North Carolina Department of Transportation, or any other regulatory agencies; and

WHEREAS, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes the Village and the Town to enter into interlocal agreements in order to execute any undertaking on behalf of one another

NOW, THEREFORE, in consideration of the mutual covenants set forth herein the parties do agree as follows:

1. **ASSIGNMENT AND DEDICATION.** That the Village hereby assigns, gives, grants, and conveys the Town all Village's interest in and to the gravity Sewer Main which provides sewer service to portions of the Village and areas to the west of the Village along US 64/74 towards and to the general location of the Esmeralda Inn, same as being described herein as the "Sewer Main". This assignment, gift, grant, and conveyance specifically includes the assignment of all of the Village's interest in any rights of way or easements, permits issued for the Sewer Main from the North Carolina Department of Environmental Quality, North Carolina Department of Transportation, or any other regulatory agencies, and expected grant funds associated with the conveyed Sewer Main in existence at the time of the recording of this document. Village makes no warranty, express or implied, as to the title of the property hereby conveyed.
2. **MAINTENANCE PROVISION.** The Town agrees to accept the conveyed Sewer Main in "as is" condition. The Village expressly makes no warranty as to the condition of the Sewer Main conveyed hereby, nor any part thereof. In addition, the Town acknowledges that the Village shall have no further liability, for maintenance or otherwise, for the Sewer Main or any part thereof conveyed pursuant to this agreement.
3. **CONTINGENCY ON FUNDING.** Assignment and dedication of the gravity Sewer Main as described above, is contingent upon the Town of Lake Lure obtaining the approval for \$30 million from the Division of Water Infrastructure of American Rescue Plan Act (ARPA) funding in its next expected application cycle in the Fall of 2022. Furthermore, the Town of Lake Lure does hereby give assurance to the North Carolina Department of Environmental Quality that any funding through the Division of Water Infrastructure American Rescue Plan Act (ARPA) Viable Utilities Funding Program will be expended appropriately and fairly, and in accordance with any conditions or assurances contained in an award offer and will address the needs of the Sewer Main as described in "Exhibit A".
4. **CUSTOMERS.** As a result of the assignment and dedication of the Village's Sewer Main to the Town of Lake Lure, the sewer customers, present, past or future, within the municipal limits of Chimney Rock Village will be treated the same as are the Town of Lake Lure customers in the same sewer customer classifications otherwise currently referred to as "rate codes". This includes service, connections, customer rates, fees, assessments and other such costs associated with the operation of the overall operation of the sewer system
5. The Town and Village shall each use its best efforts in a timely, but fiscally prudent, manner to transfer or obtain all permits and approvals, as relevant, required by this agreement and to comply with all laws and regulations.

6. The parties hereto acknowledge that environmental and other applicable laws pertaining to the acceptance, treatment, and discharge of sewage are ever changing and becoming more restrictive. The parties, therefore, agree to use their best efforts to fairly and equitably modify, amend, or change the terms and conditions of this agreement from time to time as applicable laws or requirements change, and unforeseen circumstances occur, in order to perpetuate this agreement within the term herein set out and to maintain appropriate fiscal responsibility and good environmental practices.

7. In the event that any notice needs to be sent to either party hereto, it shall be sent to:

Notices to the Village: Chimney Rock Village  
Attn: Mayor  
PO Box 300  
Chimney Rock, NC 28720

Notices to the Town: Town of Lake Lure  
Attn: Town Manager  
PO Box 255  
Lake Lure, NC 28746

8. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to the Village or the Town, their government boards, officers, employees, agenda, or anyone else having immunity due to their relationship with the Village or the Town.

9. This Assignment and Interlocal Agreement contains the entire agreement and understanding between each of the parties hereto and there are no verbal or other written terms of any kind which constitute a part of this Interlocal Agreement.

10. Each of the parties hereto confirms that the person executing this Interlocal Agreement on its behalf has been duly authorized by its official governing body to execute it on behalf of such party and that such authority is reflected in the official minutes of the proceedings of each such party.

11. The Terms of this Agreement may only be modified by a written mutual agreement signed by the parties and attached hereto.

12. No waiver of any default by any party hereto of any of the terms, covenants, or conditions hereof to be performed, kept, and observed shall be construed to be a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed by their respective appropriate officers and caused their respective seals to be hereunto affixed the day and year first above written.

CHIMNEY ROCK VILLAGE  
A Municipal Corporation

By: \_\_\_\_\_  
Peter O'Leary  
Mayor

ATTEST:

\_\_\_\_\_  
Stephen Duncan, Clerk

TOWN OF LAKE LURE  
A Municipal Corporation

By: \_\_\_\_\_  
William H. Perkins, Jr.  
Town Manager

ATTEST:

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



STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Peter O'Leary personally appeared before me this day and acknowledged that he is the Mayor of Chimney Rock Village, a municipal corporation, and that by authority duly given as the act of the same, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attest by its Clerk, Stephen Duncan.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF RUTHERFORD

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that William H. Perkins, Jr. personally appeared before me this day and acknowledged that he is the Town Manager of the Town of Lake Lure, a municipal corporation, and that by authority duly given as the act of the same, the foregoing instrument was signed in its name by its Town Manager, sealed with its corporate seal and attest by its Clerk, Olivia Stewman.

Witness my hand and official stamp or seal, this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**RESOLUTION NO.**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
DECLARING OFFICIAL INTENT TO ENTER AN ASSIGNMENT AND INTERLOCAL  
AGREEMENT WITH CHIMNEY ROCK VILLAGE FOR THE CHIMNEY ROCK  
VILLAGE SEWER SYSTEM**

**WHEREAS**, Chimney Rock Village is the owner of a gravity sewer main which is permitted a flow of 27,500 gallons per day (GPD) to the Town of Lake Lure sewer system provides sewer service; and

**WHEREAS**, the Town of Lake Lure expends funds, corrects issues, and helps with maintaining the Chimney Rock Village sewer main; and

**WHEREAS**, the Town of Lake Lure and Chimney Rock Village desire a transfer in ownership of the Chimney Rock Village sewer main to the Town of Lake Lure; and

**WHEREAS**, Part 1 of Article 20 of Chapter §160A of the North Carolina General Statutes authorizes the Village and the Town to enter into Interlocal Agreements in order to execute any undertaking on behalf of one another; and

**WHEREAS**, Chimney Rock Village sewer system is designated as a distressed unit in the Viable Utilities Program, and the Town of Lake Lure anticipates the same designation in the near future; and

**WHEREAS**, an Interlocal Agreement between the Town of Lake Lure and Chimney Rock Village, including the intent to execute a merger of the sewer system, may entitle the two entities to be eligible to receive \$15 million each and \$30 million total from the Division of Water Infrastructure American Rescue Plan Act (ARPA) Viable Utilities Funding Program; and

**WHEREAS**, the Interlocal Agreement will assign, give, grant, and convey the Town of Lake Lure any interests in rights of way or easements, permits issued for the sewer main from the North Carolina Department of Environmental Quality, North Carolina Department of Transportation, or any other regulatory agencies, and expected grant funds associated with the conveyed sewer main;

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

**Section 1.** That The Town of Lake Lure does hereby declare official intent to enter an Assignment and Interlocal Agreement with Chimney Rock Village for the Chimney Rock Village sewer system, including the intent to merge the sewer utility at a later date.

**Section 2.** The intent of the Town of Lake Lure, as described in Section 1, is contingent upon the approval of funding for \$30 million from the Division of Water Infrastructure

American Rescue Plan Act (ARPA) in it's next expected application cycle in the Fall of 2022. Upon approval of the funding, the Town of Lake Lure will execute an Interlocal Agreement with Chimney Rock Village to merge the sewer system owned and maintained by Chimney Rock into the sewer system owned and operated by Lake Lure.

**Section 3.** That the Town of Lake Lure does hereby give assurance to the North Carolina Department of Environmental Quality that any funding through the Division of Water Infrastructure American Rescue Plan Act (ARPA) Viable Utilities Funding Program will be expended appropriately and fairly, and in accordance with any conditions or assurances contained in an award offer.

**Section 4.** That the Town Manager of the Town of Lake Lure, and successors so titled, is hereby authorized and directed to furnish such information as any appropriate agency or entity may request in connection with this agreement or connected funding; to make the assurances as contained above; and to execute such other documents as may be required.

**Section 5.** This Resolution shall be effective upon its adoption.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2022, at the Town Hall of Lake Lure, North Carolina.

ATTEST:

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

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

**LAKE LURE TOWN COUNCIL  
AGENDA REQUEST FORM  
Meeting Date: August 24, 2022**

**SUBJECT:** Funding for Application and Certification for Payment – Ruby-Collins

**AGENDA INFORMATION:**

**Item Number:** VIII  
**Department:** Finance  
**Contact:** Steve Ford, Finance Director  
**Presenter:** Steve Ford, Finance Director

**BRIEF SUMMARY:**

Requesting directive related to the funding of payment to Ruby-Collins Inc. application and certification for payment

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

Discuss approving fund balance transfer

**FUNDING SOURCE:**

Unreserved Fund Balance

**ATTACHMENTS:**

Ruby -Collins submission request for payment



# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:  
 Town of Lake Lure, North Carolina  
 2948 Memorial Highway  
 Lake Lure, NC. 28746  
 FROM CONTRACTOR:  
 Ruby-Collins, Inc  
 4875 Martin Court SE, Smyrna GA 30082

PROJECT:  
 Lake Lure Sanitary Sewer Replacement

APPLICATION NO: 1  
 PO NO.:  
 PERIOD FROM: 15-May-22  
 PERIOD TO: 30-Jun-22  
 APP DATE: 6-Jul-22

Distribution to:  OWNER

PROJECT NO: 1095

CONTRACT FOR: Lake Lure Sanitary Sewer Replacement Project NTP: 05/12/2022 CONTRACT DATE: May 12, 2022

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM (Not Subject to Retainage)	\$	\$640,000.00
1. ORIGINAL CONTRACT SUM (Subject to Retainage)	\$	
2. Net change by Change Orders	\$	\$640,000.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$512,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	
5. RETAINAGE: (Original Contract Only)	\$	\$0.00
a. 0 % of Completed Work (Column D + E on G703)	\$	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column N of G703)	\$	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$512,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$512,000.00
8. CURRENT PAYMENT DUE	\$	\$128,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

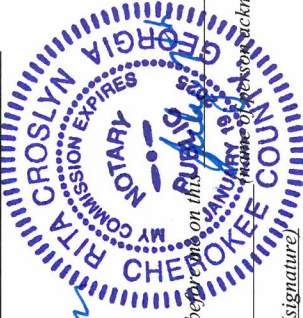
CONTRACTOR:

*[Signature]*

By: \_\_\_\_\_ Date: July 7th, 2022

AMOUNT CERTIFIED ..... \$ \$512,000.00

NOTARY: Rita Croslyn  
 State of: Georgia



The foregoing instrument was acknowledged before me on this \_\_\_\_\_ (date) by \_\_\_\_\_ (Name of person acknowledged)  
 \_\_\_\_\_ (signature)  
 Notary Public  
 \_\_\_\_\_ (printed name)  
 \_\_\_\_\_ (commission exp. date)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month (#1)		
TOTALS		
NET CHANGES by Change Order		

Seal

**CONTINUATION SHEET**

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing PROJECT: Lake Lure Sanitary Sewer (SASS) Replacement  
 Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1  
 APPLICATION DATE: 6-Jul-22  
 PERIOD TO: 30-Jun-22  
 CONTRACTOR'S PROJECT #: 1095

A ITEM NO.	B STANDARD CODE	C DESCRIPTION OF WORK	D QUANTITY	E UNIT	F UNIT \$	G CONTRACT VALUE	H PREVIOUS QUANTITIES	I WORK COMPLETED FROM PREVIOUS APPLICATION	J THIS PERIOD	K MATERIALS PRESENTLY STORED	L TOTAL COMPLETED AND STORED TO DATE	M BALANCE TO FINISH	N RETAINAGE
<b>SCHEDULE OF VALUES SUBJECT TO RETAINAGE</b>													
Phase 1 Services													
I-01		GMP Preparation & Plan Concept Design	1	LS	\$640,000.00	\$640,000.00		\$0.00	\$512,000.00		\$512,000.00	\$128,000.00	\$0.00
		Subtotal			\$640,000.00								
Phase 2 Services													
		<b>GRAND TOTALS</b>				\$640,000.00		\$0.00	\$512,000.00	\$0.00	\$512,000.00	\$128,000.00	\$0.00

AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 - 1992 EDITION - AIA - © 1992  
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292  
 G703-1992

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: August 24, 2022**

**SUBJECT:** Project Manager Search Update

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Town Manager Hank Perkins will provide Council with an update regarding the search for a Project Manager.

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

**Meeting Date: August 24, 2022**

**SUBJECT:** Lake Drawdown Preparation and Sunset Cove Community Communications Updates

**AGENDA INFORMATION:**

**Item Number:** X  
**Department:** Public Services / Communications  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

Town Manager Hank Perkins will lead the discussion regarding updates on the lake drawdown preparation and Sunset Cove community communications.

The Communications Director worked with LaBella Engineers to summarize information that needed to be shared with property owners. She personally contacted the 23 property owners included in phase one of the sewer system replacement project. She was able to reach 21 of the property owners as of the date of this report and has left a message for the remaining two. She advised property owners of the following information:

- As part of this project, the Town's contractor will be installing pipe under the boathouse during the next Lake Drawdown period which has been scheduled for 1/1/23 – 3/30/23.
- The pipe will serve as a casing for the future sewer system pipes that will be installed at a later date.
- Contractors will be completing this work by a 'jack and bore' method, which does not require them to actually have workers or equipment under the boathouse, but the pipe will be pushed underground below the boathouse.
- The contractor will be 'aiming' the jack and bore so as to 'thread the space' between boathouse supports.
- In the event that any aspect of the boathouse support system is disturbed during the work, or if workers have to get under the boat house for any reason, we want to make sure that no boat would be disturbed.
- We ask that all boats be removed from the boathouse during this Lake Drawdown period.
- Property owners were invited to attend an information session with our engineers on September 20, 2022 at 6:00 at Town Hall.

The Communications Director mailed each property owner a copy of the sewer system communications packet and registration form previously reviewed by Town Council. Property owners were asked to send their registration form back to the Town of Lake Lure using an enclosed self-addressed, stamped envelope.



**STAFF COMMENTS AND RECOMMENDATIONS:**

Twenty-one of the property owners confirmed their understanding of the need to remove their boats from their boat houses before the lake drawdown on 1/1/23. We are awaiting a call back from two of the property owners as of the date of this report. All property owners that have been reached acknowledged that they had a mechanism to remove their boats from the boathouses or would make arrangements to do so by 12/31/22. Many of the property owners were grateful to be included in phase one of this project and had no objection to removing their boats from their boathouses. A few of the property owners were very displeased that they had to remove their boats from their boathouses during the drawdown period.

