



Incorporated 1927

# Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 704/625-9983 • FAX 704/625-8371

## **MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL HELD TUESDAY, JUNE 13, 1995, 9:30 A.M. AT THE LAKE LURE COMMUNITY CENTER**

**PRESENT:** Mayor Max E. Lehner  
Mayor Pro-tem Bud Schichtel  
Commissioner Bill Bush  
Commissioner Bill Church  
Commissioner Jack Donovan

John R. Strutner, Town Manager  
Sam Karr, Finance Director

**ABSENT:** N/A

### **CALL TO ORDER**

Mayor Lehner called the meeting to order at approximately 9:30 a.m. and requested the clerk to note that a quorum was present.

### **INVOCATION**

Commissioner Church gave the invocation

### **AUDIENCE OF CITIZENS**

No persons signed up to speak under audience of citizens.

**DISCUSS PROPOSED BUDGET ITEMS FOR  
FISCAL YEAR 1995-96**

Town Manager Strutner presented to Council a working list of Capital Improvements items for Fiscal Year 1994-95 for their review. (List attached).

Commissioner Donovan moved, seconded by Commissioner Schichtel, to pay the remaining balance of \$45,000 during fiscal year 1994-95 due for property acquisition between the Town of Lake Lure and Donald F. Ward and Josephine Ward. The vote of approval was unanimous.

Council discussed the possibility of purchasing reconditioned golf carts rather than buying new ones.

**OTHER OLD BUSINESS**

There was no other old business.

**BUDGET ADJUSTMENTS--FISCAL YEAR 1995-96**

Finance Director Karr presented the following memorandum addressed to Council on June 9, 1995 regarding year end budget adjustments.

**The Finance Office respectfully recommends the following budget adjustments:**

**In the General Fund, the following overruns will occur before the fiscal year expires:**

**\* The door at the EMS Boathouse was damaged during one of the storms, the cost to repair the door is approximately \$500, presently there is \$200 in the budget to repair the boathouse.**

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**\* Lake water testing came to \$3,500, there is \$1,000 budgeted in the Lake Account for testing.**

**\* Fairfield Mountains Volunteer Fire Department station #2 funds are running low. They will need another \$500 to cover telephone, utilities, and fuel for the month of June.**

**\* Gas at the Marina has been selling very well this year. The Town will need to buy more gas next week and will need to top off the tanks again sometime at the end of the month for the 4th of July weekend. Another \$1,500 should be sufficient to cover the gas expense.**

**There is \$28,351.61 in reserve that could cover these additional expenses. If the amendment is acceptable, a motion to take a total of \$4,800 from reserve (109100.1000) to cover these line items: \$300 to EMS Boathouse (105350.1500), \$2,500 to Lake Department-Contractual Services (106210.4500), \$1,500 to Marina-Gas (1062400.3100), \$500 to Fire Department-Station #2 (105300.0400) would be proper.**

**There was some discussion at the last budget workshop meeting about moving the remaining balance from Town Hall-Holdings acceptable, a motion should be made for this transfer.**

**Commissioner Bush moved, seconded by Commissioner Schichtel, to take a total of \$4,800 from reserve (109100.1000) to cover these line items: \$300 to EMS Boathouse (105350.1500), \$2,500 to Lake Department-Contractual Services (106210.4500), \$1,500 to Marina-Gas (1062400.3100), \$500 to Fire Department-Station #2 (105300.0400). The vote of approval was unanimous.**

<p><b>AUTHORIZE TOWN MANAGER TO SIGN CONSULTING CONTRACT FOR CABLE TV SERVICES</b></p>
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**Town Manager Strutner presented Council with a copy of a contract for professional services during a Cable TV Franchise Agreement renegotiation process for their review. (Contract attached).**

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After discussion, Commissioner Bush moved, seconded by Commissioner Donovan to accept the contract as presented and authorize Town Manager Strutner to sign the contract for professional services to assist the town in possible franchise renegotiation at a cost not to exceed \$3,500. The vote of approval was unanimous.

It was the consensus of Council to invite Consultant David H. Harris to attend the next Regular Council Meeting in July to discuss Cable TV Franchise agreement.

<p><b>RESOLUTION ADOPTING A FIRE INSPECTION SCHEDULE FOR THE TOWN OF LAKE LURE</b></p>
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Fire Coordinator Ron Morgan presented the following memorandum of May 10, 1995 regarding a resolution adopting a fire inspector schedule for the Town of Lake Lure:

**Because the Town of Lake Lure has taken over state mandated fire inspections inside the Town limits with employment of a fire coordinator, it has become necessary to adopt the State Fire Prevention Code Minimum Inspection Schedule.**

**This minimum inspection schedule is part of the State Fire Prevention Code and is intended to provide for fire safety inspections in the listed occupancies either every one, two, or three years depending on the occupancy.**

**This resolution will confirm to the State that Lake Lure intends to meet or exceed this minimum inspection schedule. With adoption of this resolution, fire safety inspections will be conducted based on the same minimums as other jurisdictions in the State.**

**As the State Fire Prevention Code is mandated so is this minimum inspection schedule.**

After discussion among Council, Commissioner Schichtel moved, seconded by Commissioner Bush, to accept the following resolution as presented by Fire Coordinator Morgan:

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**RESOLUTION ADOPTING A FIRE INSPECTION SCHEDULE  
FOR THE TOWN OF LAKE LURE**

**WHEREAS;** the Town of Lake Lure desires to preserve and to protect public health and safety; and

**WHEREAS;** the Town of Lake Lure desires to satisfy the requirements of G. S. 160A-424 for the purpose of periodic fire safety inspections, to identify activities and conditions in buildings, structures, and premises that pose dangers of fire, explosion, or related hazards; and

**WHEREAS,** the Town Council of Lake Lure shall approve such inspection schedule and submit said schedule to the Division of Engineering of the North Carolina Department of Insurance.

**NOW, THEREFORE, BE IT RESOLVED,** that the Town Council adopts the following schedule for the aforementioned:

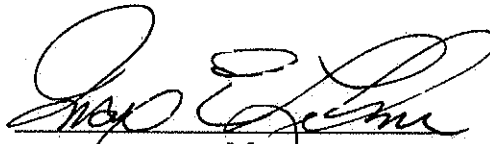
1. Once every year: (Hazardous, institutional, high rise, assembly and the common areas of multi-family dwellings and apartments. "Multi-family" is defined as more than a two family dwelling unit.)
2. Once every two years: (Educational except public schools and industrial)
3. Once every three years: (Business, mercantile, storage, churches and synagogues)

And, the Town Manager is authorized to submit a copy of this resolution to Richard A. Dipert, Chief Fire Protection Engineer for North Carolina, and Lee Hauser, Secretary, North Carolina Building Code Council.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 1995.

ATTEST:

\_\_\_\_\_  
Town Clerk

  
Mayor

The vote of approval was unanimous.

**DISCUSS PROPOSED AMENDMENTS TO THE TOWN  
ORDINANCE REGARDING FIRE PROTECTION AND  
FIRE CODE INSPECTION FEES**

Fire Coordinator Morgan presented the following memorandum of May 16, 1995 regarding a fire protection change request to the Town Ordinance:

After reviewing the Town of Lake Lure Ordinance regarding fire protection, I have several recommendations for change in this ordinance.

Below is a list of supporting reasons why I recommend the changes shown in the proposed ordinance.

- (1) Section 31.10 refers to the NFPA Code 1. This needs to be changed to read: North Carolina Fire Prevention Code (North Carolina State Building Code, Volume V), the State of North Carolina adopted a state-wide fire code effective July 1, 1991.
- (2) The state fire protection code refers to fire official in its text referring to fire code enforcement.
- (3) The Town ordinance refers to Fire Marshall in its text concerning enforcement of the fire code.
- (4) 31.13 local government modifications: With the adoption of a state fire code, local governments must submit any local regulation to the state code council for approval before it can be adopted and becomes effective.
- (5) 31.14 Appeals: All appeals of the local Fire Marshall shall be submitted to the North Carolina Department of Insurance or the North Carolina State Building Code Council for a final decision.
- (6) 31.20 Open Burning: The current ordinance did not address this issue, the submitted text recognizes authorities with jurisdiction over open burning. My intention is to continue to use the forest service permit agents for issuing burning permits due to the large number of permits that are issued in the Town. A supplemental form will be provided to the permit agents and issued with each permit written inside the Town that states all requirements for open burning addressed in the State Fire Prevention Code.

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(7) **31.30 Interfering with firemen or apparatus:** This is a basic section taken out of another town's ordinance and for the most part is a standard section in town ordinances.

(8) **31.40 Inspection Fees:** As referenced earlier, the State has mandated periodic fire safety inspections for public buildings. In order to assist in funding this operation, I would like to recommend a nominal inspection fee. The inspection fee would partially fund expenses the Town will incur due to undertaking fire code enforcement.

With this fee the main beneficiaries of this service (the businesses) will be bearing a larger portion of the expense of this service than the general public. Also increased code compliance should be a result of this inspection fee. Increase compliance should also be a result of this inspection.

Should any business choose not to comply with the fire code then there are penalties that can be imposed as necessary for these violations as set forth by N. C. State Administrative Code for the N. C. Building Codes.

I would like to recommend that churches and other non-profit organizations and government buildings will be exempt from this fee. Generally, these organizations exist to benefit the community and a fee may be an undue burden on these organizations.

I believe these changes will benefit the town's fire protection and prevention programs. If you have any questions feel free to contact me.

After much discussion, Commissioner Bush moved, seconded by Commissioner Schichtel to adopt the following ordinance as amended:

### **AN ORDINANCE AMENDING CHAPTER 31: FIRE PROTECTION OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE LURE, NORTH CAROLINA, AS AMENDED**

**WHEREAS**, the Fire Services Coordinator for the Town of Lake Lure has reviewed Chapter 31 of the Code of Ordinances of the Town of Lake Lure and has recommended amendments thereto for the purposes of updating and clarifying this chapter, making it conform with the North Carolina Fire Prevention Code, and adopting a schedule of fees for fire inspection services; and

**WHEREAS**, the Town Manager has reviewed these recommended amendments, concurs that they are appropriate, and recommends that this Ordinance which incorporates the recommended amendments be adopted by the Town Council;

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**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 THE COUNCILMEMBERS VOTING IN THE AFFIRMATIVE THAT:**

**SECTION ONE.** To amend Chapter 31 by deleting in its entirety both Section 31.01 Organization, and Section 31.02 Duties of Fire Chief.

**SECTION TWO.** To amend Chapter 31 by amending Section 31.10 Adoption of Fire Prevention Code by deleting: "NFPA Code I (Fire Prevention Code of the National Fire Protection Association)" and placing in its stead: "North Carolina Fire Prevention Code (also known as the North Carolina State Building Code, Volume V)"; and by deleting: "Clerk" and placing in its stead: "Fire Services Coordinator".

**SECTION THREE.** To amend Chapter 31 by amending Section 31.12 Definition by changing the title of said section to: "Definitions", and adding the following definitions thereto:

Wherever the word "FIRE SERVICES COORDINATOR" is used in the Code of Ordinances of the Town of Lake Lure it shall be held to mean the Fire Services Coordinator for the Town of Lake Lure.

Wherever the word "FIRE OFFICIAL" is used in the Fire Prevention Code adopted in 31.10, it shall be held to mean the Fire Services Coordinator for the Town of Lake Lure.

Wherever the word "FIRE MARSHAL" is used in the Code of Ordinances of the Town of Lake Lure it shall be held to mean the Fire Services Coordinator for the Town of Lake Lure.

Wherever the word "CODE" or "FIRE PREVENTION CODE" is used in Chapter 31 it shall be held to mean the Fire Prevention Code adopted in 31.10.

**SECTION FOUR.** To amend Chapter 31 by deleting Section 31.13 Modifications in its entirety and placing in its stead the following:

Section 31.13 Local Government Modifications. Any fire regulation adopted by local ordinance shall not conflict with the North Carolina State Building Code and must be submitted and approved by the North Carolina Building Code Council before it becomes effective.



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**SECTION FIVE.** To amend Chapter 31 by deleting in its entirety Section 31.14 Appeals and placing in its stead the following:

Section 31.14 Appeals. Whenever the Fire Services Coordinator shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may request the North Carolina Department of Insurance's Engineering Division to render a formal interpretation of the code section(s) involved, and/or may appeal the Fire Services Coordinator's decision directly to the North Carolina Building Code Council.

**SECTION SIX.** To amend Chapter 31 by inserting the following new sections:  
Section 31.15 Open Burning. Open burning within the Town limits shall only be conducted after obtaining a burning permit from an authorized agent of the North Carolina Forest Service and such burning must comply with the provisions set forth in the Fire Prevention Code and by the North Carolina Forest Service, and with all Federal, North Carolina and local air quality open burning regulations.

Section 31.16 Interfering with Fire Personnel or Apparatus. No person shall interfere with a firefighter in the discharge of his/her duty; or hinder him/her in the performance of that duty; nor shall any person other than members of the fire department loiter about any fire station; or change, handle, take from storage, or meddle in any manner with any fire engine or other fire apparatus without the consent of the chief of that fire department.

Section 31.17 Inspection Fees. Periodic fire safety inspections will be provided to occupancies covered by the Fire Prevention Code in order to reduce the hazard to life from fire, explosion, or related hazards. A fee will be charged for all state mandated fire safety inspections and shall be paid within 30 days of the inspection date. The fee rate schedule shown herein will determine the cost of the inspection based on square footage of the occupancy. A bill for the fee will be left with the representative of the business at the time of inspection.

One reinspection will be conducted by the Fire Services Coordinator at no additional charge. Should a second reinspection be necessary, the Fire Services Coordinator shall issue another bill at the time of the second reinspection in an amount equal to twice the original inspection rate. Additional reinspections beyond the second will be charged the same rate as the second reinspection.

The lack of a fee for the first reinspection is intended to encourage voluntary compliance with the code and to reduce the amount of time required for inspection of each business. The Fire Services Coordinator shall have the authority to waive

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any reinspection fee if in his opinion the occupant is making a bona fide effort to correct the violation(s). If the violation(s) has (have) been corrected at the time of reinspection there will be no reinspection fee charged.

Reinspections will be conducted at 30 day intervals, unless the business requests its reinspection earlier. A reinspection may be scheduled earlier than 30 days if in the opinion of the Fire Services Coordinator there are serious life safety issues involved.

All inspection and reinspection fees shall be paid directly to the Town of Lake Lure. Unpaid fees will be turned over to the Town Attorney for collection, which may include the filing of a civil suit.

All churches, non-profit organizations, and government buildings shall be exempt from these inspection fees.

### TOWN OF LAKE LURE FIRE INSPECTION FEE SCHEDULE

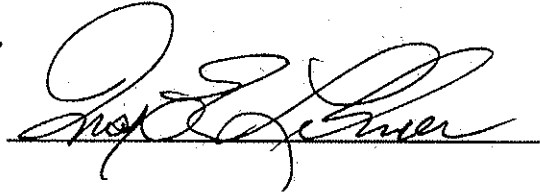
Building Size	Inspection Fee	Reinspection	2nd Reinspection
0-2500 Square Feet	\$10.00	No Fee	\$20.00
2501-5000 Square Feet	15.00	No Fee	30.00
5001-10,000 Square Feet	25.00	No Fee	50.00
10,001-25,000 Square Feet	35.00	No Fee	70.00
25,001-50,000 Square Feet	45.00	No Fee	90.00
50,001-100,000 Square Feet	65.00	No Fee	130.00
100,001-500,000 Square Feet	85.00	No Fee	170.00
500,001 Plus Square Feet	100.00	No Fee	200.00

**SECTION SEVEN.** This Ordinance shall take effect and be in force immediately upon its adoption.

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Adopted this \_\_\_\_\_ day of June 1995.

Mayor



ATTEST:

\_\_\_\_\_  
Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

The vote of approval was unanimous.

Commissioner Donovan requested that an article be put in the Lake Lure newsletter notifying residents regarding the amendments to the Town Ordinance -- Fire Protection and Fire Code Inspection fees.

<p><b>PROPOSAL TO LEASE A PARCEL OF CITY-OWNED LAND ADJACENT TO THE RED BARN COMMERCIAL CENTER BY SCOTT AND SHARON THEISS</b></p>
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Mary Lynne Ray, Deputy Zoning Administrator presented Council with the following memorandum of June 12, 1995 regarding DOT response to Scott and Sharon Theiss's proposal to lease a parcel of city-owned land adjacent to the Red Barn Commercial Center.

I contacted Gene Morgan of the Department of Transportation today and shared with him Mr. and Mrs. Theiss's proposal for leasing the Town's property near the Red Barn and Bear Commercial Center. Mr. Morgan reviewed the proposal and indicated that, for the use the Theisses propose, he would be able to permit a sign in the proposed location reading something like RED BARN AND BEAR COMPANY CRAFT

**EXHIBIT AREA or FOLK PARK** or something similar indicating the actual use to be made of the parcel in question.

Since Avenue C physically separates the Theisses' property from the property in question, Mr. Morgan was not comfortable with the idea of a directory sign or commercial center sign for the Red Bear and Barn Commercial Center on this parcel. Due to the physical barrier of the street between the parcels, a commercial center on the property the Theisses propose to lease would not be an on-premise sign.

Scott Theiss presented Council with a proposal to lease a parcel of city-owned land adjacent to the Red Barn Commercial Center for their review. (Lease proposal attached). Sharon and Scott Theiss requested that the Town would lease them a plot of Town-owned property, approximately 60' by 180' located between their establishment (The Red Barn Commercial Center) and the Arcade Building. They propose to improve the property with plantings and picnic tables and to erect a sign identifying their establishment.

After discussion, it was the consensus of Council to authorize Town Manager Strutner, and the Town Attorney Callahan to draw up a one-year lease agreement between the Town and Sharon and Scott Theiss.

<b>TAX RELEASES AND REFUNDS</b>
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Betty Hinson, Tax Collector, furnished Council with a list of tax refunds for their approval. Commissioner Schichtel moved, seconded by Commissioner Church, to approve the following tax refunds totaling \$36.66. The vote of approval was unanimous.

**TAX REFUNDS**

<u>NAME</u>	<u>REASON</u>	<u>AMOUNT</u>
Forrest Edwards	Assessment Reduced By State	\$36.66
<b>TOTAL REFUNDS</b>		<b>\$36.66</b>

<b>CLOSED SESSION</b>
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Commissioner Church moved, seconded by Commissioner Bush, to appoint Mayor Lehner to record the closed session minutes in the absence of the Town Clerk. The vote of approval was unanimous.

Commissioner Church moved, seconded by Commissioner Bush, to enter into closed session for the purpose of discussing personnel matters. The vote of approval was unanimous.

After discussion within the closed session, Commissioner Bush moved, seconded by Commissioner Donovan, to come out of the closed session and re-enter the regular session of the meeting. The vote of approval was unanimous.

Commissioner Bush moved, seconded by Commissioner Church, to give all full-time employees a 2.5% cost-of-living across the board increase. The vote of approval was unanimous.

<b>OTHER NEW BUSINESS</b>
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There was no other new business.

<b>STAFF REPORTS</b>
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There were no staff reports presented.

<b>COUNCIL COMMENTS</b>
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It was the consensus of Council to ask Town Manager Strutner to review the Lease agreement between the Town of Lake Lure and the Arcade Building Management Premier Properties and report back on the terms and expiration date.

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It was the consensus of Council to recess the Regular Town Council Meeting until Friday, June 16, 1995, 9:30 a.m., at Town Hall for the purpose of discussing proposed budget items for Fiscal Year 1995-96.

**RECESSED MEETING**

With no further items of discussion, Commissioner Bush moved, seconded by Commissioner Church, to recess the meeting. The vote of approval was unanimous.

**ATTEST:**



*Mary A. Black*  
Mary A. Black, CMC/AE  
Town Clerk

*Max E. Lehner*  
Mayor Max E. Lehner

WORKING PAPERS FOR THE CAPITAL IMPROVEMENTS PORTION OF THE FY 95-96  
BUDGET WORKSHOP ----- JUNE 13, 1995

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FY 94-95 C.I.P. LIST

<u>PROJECT</u>	<u>BUDGET</u>	<u>EXPENDED TO DATE</u>	<u>STATUS</u>
Town Hall-Hldgs.	\$48,913	\$36,948	Move to Furn.
Lake Struc. Plan	6,493	4,193	COMPLETE
Update Code	4,800	4,030	COMPLETE
Furnishings	75,000	0	Carry over to next FY
Generator-Hyd./Lift	16,000	0	Carry over to next FY
Lake Monitoring	7,500	0	On-hold until completion of Emergency Plan
3 Police Vehicles	65,000	64,999	COMPLETE
Cameras	10,200	9,634	COMPLETE
Police Boat	7,500	5,863	COMPLETE
Voice Recorders	600	545	COMPLETE
2 Walkie Talkies	5,200	4,706	COMPLETE
Pave Maint. Parking	8,000	3,741	COMPLETE
Street Paving	45,000*	1,486	COMPLETE
Generator - P.W.	1,500	0	DELETE
Paving	38,370*	36,735	COMPLETE
Patching	12,000*	12,000	COMPLETE
Fencing	5,721	0	Carry over
Silt Removal	4,852	4,852	COMPLETE
Guardrail - B.C.	5,000	0	Carry over
Cover Creek Pipe	8,000	8,000	COMPLETE

\* - These items are all inter-related and in most instances cover an array of street maintenance activities. Our Finance Director advises that all of 94-95 Powell Bill funds have been spent, except for \$1,200 which will be spent prior to June 30. **He states that to the best of his knowledge there are no Powell Bill funds from previous years in any of these three line items.** What is evident is that it appears that past Councils have simply been carrying forward to the next FY these uncompleted projects and the funding allocated to same. In short, past years' unspent Town funds which were allocated to these line items are what show up as unspent this year. This is especially the case in the Street Paving line.

[2]

<u>PROJECT</u>	<u>BUDGET</u>	<u>EXPENDED TO DATE</u>	<u>STATUS</u>
G.C. Study (2nd 9)	3,247	0	DELETE
Remove Gas Tanks	3,000	0	Carry over
Replace " "	2,000	0	" "
Replace " "	4,000	0	" "
New Sprinkler Sys.	30,000	29,750	COMPLETE
Engineering Study	3,000	0	COMPLETE*
Irrig. Wire/Pipe	20,000	16,119	COMPLETE

\* For the installation of the New Sprinkler System,  
but was not needed.

Parking Lot-Marina	10,000	10,000	COMPLETE
Canoes/Paddle Boats	4,000	4,030	COMPLETE
RESERVE-Tank Remove	2,000	0	Carry over
RESERVE-Tank	2,000	0	" "
Tank-REPLACE	7,000	0	" "

\*\*\* NOTE: THESE THREE ITEMS ABOVE RE: GAS TANK REMOVAL AND REPLACEMENT (AS WELL AS SIMILAR ITEMS FOR THE GOLF COURSE AND REMOVAL OF TANKS AT TOWN HALL) ARE ALL ESTIMATES FROM PREVIOUS YEARS. OUR FIRE COORDINATOR HAS REVIEWED THE PLANS FOR REPLACING THESE TANKS AT THE MARINA AND GOLF COURSE AND DISCOVERED SITING PROBLEMS IN RELATION TO THE STATE FIRE CODE'S PROVISIONS, ESPECIALLY AT THE MARINA. OUR FINANCE DIRECTOR AND FIRE COORDINATOR HAVE MET WITH AN ENGINEER EXPERIENCED IN SUCH MATTERS AND ARE AWAITING FURTHER WORD FROM HIM ON THE ALTERNATIVES AND ASSOCIATED COSTS.

Sludge Hauling	5,000	0	Not req'd yet
Utility Building	5,000	0	Carry over
Sewer Study	8,172	4,543	COMPLETE
Manhole Repair	9,045	7,805	COMPLETE
New Lines at S.T.P.	20,000	13,121	COMPLETE
I&I Repairs	25,000	0	Carry over
Sewer Exten. Study	10,000	0	DELETE
Water Study	141	0	COMPLETE
Float System	5,000	0	Carry over
New Well	30,000	262	ON-GOING
Health/Saf. Equip.	2,000	206	COMPLETE
RESERVE-Tank Remov.	2,000	0	Carry over
Gazebo/Point	26,196	11,919	COMPLETE
Remove Tanks	2,000	0	Carry over
Air Packs-F.D.	8,000	7,876	COMPLETE
Fire Boat	50,000	0	Continuing



[3]

<u>PROJECT</u>	<u>BUDGET</u>	<u>EXPENDED TO DATE</u>	<u>STATUS</u>
EMS-Equip.	12,500	12,592	COMPLETE
LLV Fire. Dept.	8,000	7,598	COMPLETE
Lake Comm. Recommen.	5,000	0	???

CONTRACT FOR PROFESSIONAL SERVICES DURING A CABLE TV FRANCHISE  
AGREEMENT RENEGOTIATION PROCESS

The Town of Lake Lure, North Carolina (Town) agrees to enter into a contract with the Isothermal Planning and Development Commission (Commission) through its consultant, Custom Communications (Custom), a singly owned communications advisory company with principals being June P. Harris, President, and David H. Harris, VP, Operations/Finance, located at 608 Antler Court, Kernersville, North Carolina 27284. Custom agrees to provide to the Town the following services:

FRANCHISE RENEGOTIATION:

- \* Complete analysis of the current cable TV franchise agreement and CATV enabling ordinance
- \* Meet with the Town Manager, Town Attorney and Town Council to discuss plan of action
- \* Meet with the cable operator to examine "in place" system and discuss future expansions
- \* Present Town Manager with a time line and recommended changes/additions to the cable franchise agreement
- \* Meet, as required, with local citizens at an announced meeting to determine local needs
- \* Pull all the ideas together and prepare a draft agreement
- \* Meet with the cable operator to discuss draft
- \* Meet with the Town Manager and Town Attorney to discuss draft
- \* Pull all the changes together and present a "straw man" to the Town Council
- \* Review comments from "straw man" session and prepare final draft
- \* Present final draft (all problems ironed out) at a public hearing of the Town Council
- \* Follow-up as needed

BILLING RATES AND METHODS:

- \* Travel will be billed at \$25.00 per hour plus \$.30 per mile and meal expenses when traveling to and from meeting or discussion locations.
- \* Meetings will be billed at \$60.00 per hour.
- \* Preparation time will be billed at \$60.00 per hour.
- \* Preparation of or renegotiation of franchise agreement or enabling ordinance will be billed at \$60.00 per hour.
- \* Statement of services performed each month, beginning the month of Town approval of this contract, will be forwarded to the Town Manager by the Commission for payment. Terms are net 30 days.
- \* Total not to exceed \$3,550.00 for franchise renegotiation.

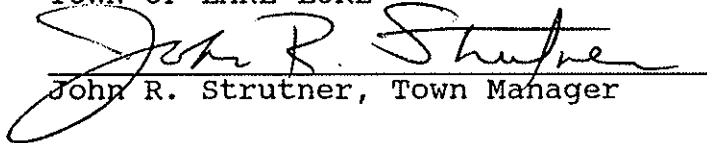
[2]

Within 30 days of Town approval of this contract, Custom agrees to meet with the Town Manager or his designated representative and cable operator representative, provide the Town Manager with a time line of completion and recommended dates for meetings with interested citizens of the Town.

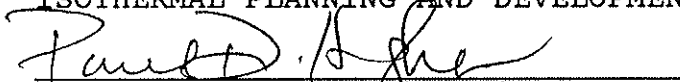
Either party may terminate this contract upon 30 days prior written notice.

Mutually agreed to as of June 15, 1995.

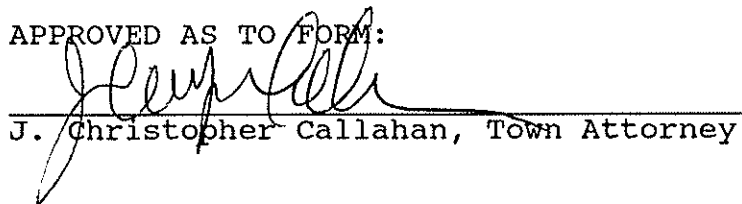
TOWN OF LAKE LURE

  
John R. Strutner, Town Manager

ISOTHERMAL PLANNING AND DEVELOPMENT COMMISSION

  
Paul Hughes, Executive Director

APPROVED AS TO FORM:

  
J. Christopher Callahan, Town Attorney



**AN ORDINANCE AMENDING CHAPTER 31: FIRE PROTECTION OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE LURE, NORTH CAROLINA, AS AMENDED**

**WHEREAS**, the Fire Services Coordinator for the Town of Lake Lure has reviewed Chapter 31 of the Code of Ordinances of the Town of Lake Lure and has recommended amendments thereto for the purposes of updating and clarifying this chapter, making it conform with the North Carolina Fire Prevention Code, and adopting a schedule of fees for fire inspection services; and

**WHEREAS**, the Town Manager has reviewed these recommended amendments, concurs that they are appropriate, and recommends that this Ordinance which incorporates the recommended amendments be adopted by the Town Council;

**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 THE COUNCILMEMBERS VOTING IN THE AFFIRMATIVE THAT:**

**SECTION ONE.** To amend Chapter 31 by deleting in its entirety both Section 31.01 Organization and Section 31.02 Duties of Fire Chief.

**SECTION TWO.** To amend Chapter 31 by amending Section 31.10 Adoption of Fire Prevention Code by deleting: "NFPA Code I (Fire Prevention Code of the National Fire Protection Association)" and placing in its stead: "North Carolina Fire Prevention Code (also known as the North Carolina State Building Code, Volume V)"; and by deleting: "Clerk" and placing in its stead: "Fire Services Coordinator".

**SECTION THREE.** To amend Chapter 31 by amending Section 31.12 Definition by changing the title of said section to: "Definitions", and adding the following definitions thereto:

Wherever the word "FIRE SERVICES COORDINATOR" is used in the Code of Ordinances of the Town of Lake Lure it shall be held to mean the Fire Services Coordinator for the Town of Lake Lure.

Wherever the word "FIRE OFFICIAL" is used in the Fire Prevention Code adopted in 31.10, it shall be held to mean the Fire Services Coordinator for the Town of Lake Lure.

Wherever the word "FIRE MARSHAL" is used in the Code of Ordinances of the Town of Lake Lure it shall be held to mean the Fire Services Coordinator for the Town of Lake Lure.

Wherever the word "CODE" or "FIRE PREVENTION CODE" is used in Chapter 31 it shall be held to mean the Fire Prevention Code adopted in 31.10.

**SECTION FOUR.** To amend Chapter 31 by deleting Section 31.13 Modifications in its entirety and placing in its stead the following:

Section 31.13 Local Government Modifications. Any fire regulation adopted by local ordinance shall not conflict with the North Carolina State Building Code and must be submitted and approved by the North Carolina Building Code Council before it becomes effective.

**SECTION FIVE.** To amend Chapter 31 by deleting in its entirety Section 31.14 Appeals and placing in its stead the following:

Section 31.14 Appeals. Whenever the Fire Services Coordinator shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may request the North Carolina Department of Insurance's Engineering Division to render a formal interpretation of the code section(s) involved, and/or may appeal the Fire Services Coordinator's decision directly to the North Carolina Building Code Council.

**SECTION SIX.** To amend Chapter 31 by inserting the following new sections:

Section 31.15 Open Burning. Open burning within the Town limits shall only be conducted after obtaining a burning permit from an authorized agent of the North Carolina Forest Service and such burning must comply with the provisions set forth in the Fire Prevention Code and by the North Carolina Forest Service, and with all Federal, North Carolina and local air quality open burning regulations.

Section 31.16 Interfering with Fire Personnel or Apparatus. No person shall interfere with a firefighter in the discharge of his/her duty; or hinder him/her in the performance of that duty; nor shall any person other than members of the fire department loiter about any fire station; or change, handle, take from storage, or meddle in any manner with any fire engine or other fire apparatus without the consent of the chief of that fire department.

Section 31.17 Inspection Fees. Periodic fire safety inspections will be provided to occupancies covered by the Fire Prevention Code in order to reduce the hazard to life from fire, explosion, or related hazards. A fee

will be charged for all state mandated fire safety inspections and shall be paid within 30 days of the inspection date. The fee rate schedule shown herein will determine the cost of the inspection based on square footage of the occupancy. A bill for the fee will be left with the representative of the business at the time of inspection.

One reinspection will be conducted by the Fire Services Coordinator at no additional charge. Should a second reinspection be necessary, the Fire Services Coordinator shall issue another bill at the time of the second reinspection in an amount equal to twice the original inspection rate. Additional reinspections beyond the second will be charged the same rate as the second reinspection.

The lack of a fee for the first reinspection is intended to encourage voluntary compliance with the code and to reduce the amount of time required for inspection of each business. The Fire Services Coordinator shall have the authority to waive any reinspection fee if in his opinion the occupant is making a bona fide effort to correct the violation(s). If the violation(s) has(have) been corrected at the time of reinspection there will be no reinspection fee charged.

Reinspections will be conducted at 30 day intervals, unless the business requests its reinspection earlier. A reinspection may be scheduled earlier than 30 days if in the opinion of the Fire Services Coordinator there are serious life safety issues involved.

All inspection and reinspection fees shall be paid directly to the Town of Lake Lure. Unpaid fees will be turned over to the Town Attorney for collection, which may include the filing of a civil suit.

All churches, non-profit organizations, and government buildings shall be exempt from these inspection fees.

#### TOWN OF LAKE LURE FIRE INSPECTION FEE SCHEDULE

Building Size	Inspection Fee	Reinspection	2nd Reinspec.
0-2500 Square Feet	\$10.00	No Fee	\$20.00
2501-5000 Square Feet	15.00	No Fee	30.00

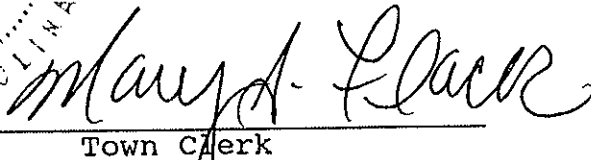
5001-10,000 Square Feet	25.00	No Fee	50.00
10,001-25,000 Square Feet	35.00	No Fee	70.00
25,001-50,000 Square Feet	45.00	No Fee	90.00
50,001-100,000 Square Feet	65.00	No Fee	130.00
100,001- 500,000 Square Feet	85.00	No Fee	170.00
500,001 Plus Square Feet	100.00	No Fee	200.00

SECTION SEVEN. This Ordinance shall take effect and be in force immediately upon its adoption.

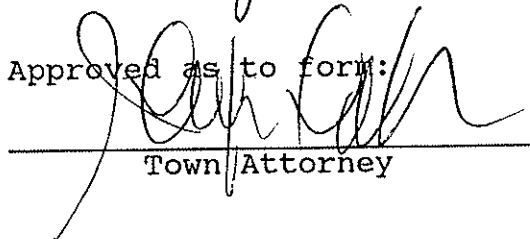
Adopted this 13<sup>th</sup> day of June 1995.

  
Mayor



  
Town Clerk

Approved as to form:

  
Town Attorney



Incorporated 1927

# Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 704/625-9983 • FAX 704/625-8371

## MEMORANDUM

**TO:** Mayor Max Lehner  
Commissioner Bill Bush  
Commissioner Bill Church  
Commissioner Jack Donovan  
Commissioner Bud Schichtel  
John Strutner, Town Manager

**FROM:** Mary Lynne Ray, Deputy Zoning Administrator

**SUBJECT:** DOT Response to Scott and Sharon Theiss's Proposal to Lease a Parcel of City-Owned Land Adjacent to the Red Barn Commercial Center

**DATE:** June 12, 1995

I contacted Gene Morgan of the Department of Transportation today and shared with him Mr. and Mrs. Theisses's proposal for leasing the Town's property near the Red Barn and Bear Commercial Center.

Mr. Morgan reviewed the proposal and indicated that, for the use the Theisses propose, he would be able to permit a sign in the proposed location reading something like RED BARN AND BEAR COMPANY CRAFT EXHIBIT AREA or FOLK PARK or something similar indicating the actual use to be made of the parcel in question.

Since Avenue C physically separates the Theisses's property from the property in question, Mr. Morgan was not comfortable with the idea of a directory sign or commercial center sign for the Red Bear and Barn Commercial Center on this parcel. Due to the physical barrier of the street between the parcels, a commercial center on the property the Theisses propose to lease would not be an on-premise sign.