



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, AUGUST 8, 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

J. Christopher Callahan, Town Attorney

ABSENT: Commissioner Jack Donovan
John R. Strutner, Town Manager
Sam Karr, Finance Director

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

Brian and Tammy Looney, owners and operators of Zach's Ice Cream and Coffee Shop in Lake Lure requested to speak.

Mrs. Looney stated that she came to the meeting as a concerned citizen of Lake Lure and as a concerned small business owner, and to make herself available to answer any questions from Town Council in regards to the form of

advertisement being used for Zach's Ice Cream and Coffee Shop. Mrs. Looney said that she had heard the questions being discussed in a previous town meeting (July 25, 1995) regarding their business signs. Mrs. Looney also stated that they were notified by the Zoning and Planning Board that the town felt that their sign on the truck was not in compliance with the sign ordinance and would need to remove all arrows from the sign pointing to the location of the business. Mrs. Looney said that they had removed all of the arrows as requested and thought that resolved any conflict with the town's sign ordinance.

Mr. Looney requested if this matter comes up again as an agenda item that he be notified.

Mayor Lehner asked if any council members had any questions, hearing none, he said that they appreciated Mr. & Mrs. Looney coming and stating their position.

<p>REQUEST A HEARING TO RECONSIDER REZONING LAKE SIDE PIZZA</p>
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Cindy Sims, a business owner of the Lakeside Pizza located in Lake Lure on U. S. Highway 64/74-A, asked Town Council to reconsider rezoning the business property as commercial. Ms. Sims stated that she can not sell the business because of the zoning restrictions.

Ms. Sims said that she was told by previous Town Manager Tom Hord that there would not be a problem getting the Lakeside Pizza business rezoned commercial.

Charles Blackwell, co-owner of Lakeside Pizza property, requested to speak and said that at the last town council meeting (July 25, 1995) he did not have all the facts and wanted to refute what was said in regards to the real estate ad showing the property for sale and listed as commercial which was submitted to Town Council by Russ Womack, adjacent property owner. Mr. Blackwell said that the ad in question refers to the business being commercial and does not

Page 3 - Minutes of the August 8, 1995 Regular Council Meeting

say anything about the property. Mr. Blackwell also stated that if he had known about the rezoning in 1993, he would have requested to be included in the commercial zoning.

Mayor Lehner read aloud the following comments submitted by Attorney Callahan in regards to the rezoning request:

1. **The final decision must be made within 60 days of the public hearing.**
2. **The town must first suspend the rules by 2/3 majority vote of the council.**
3. **The town ordinance requires Mr. Blackwell to wait one year before again applying for the zoning change.**

Mayor Lehner invited council members to make a motion to reconsider the request of rezoning property commercial.

Mayor Lehner told Mr. Blackwell because no motion was made to reconsider the rezoning, he would have to wait one year before reapplying to have the issue considered again.

OTHER OLD BUSINESS

There was no other old business.

REQUEST TO RE-NAME THE ROAD CURRENTLY KNOWN AS PROCTOR ROAD
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Jim Proctor requested to re-name the road currently known as Proctor Road (starts at the JS Proctor Company near the red barn and continues through the Lee Power's heirs' land and ends at the JS Proctor Co. land). Mr. Proctor requested the name be changed to Chimney Ridge Road.

Mayor Lehner stated the name "Chimney Ridge Road" might cause conflict with other similar named roads in the areas which have either Chimney or Ridge in their name.

After much discussion, it was the consensus of Council to table naming the road until Mr. Proctor comes up with an alternate name for the road.

FIRE DEPARTMENT CONTRACTS

Fire Coordinator Ron Morgan presented Council with copies of the proposed contracts between the Town and three volunteer Fire Departments (Fairfield Mountain's VFD, Bill's Creek VFD, and Chimney Rock VFD) that serve the Town of Lake Lure.

Mayor Lehner asked Fire Coordinator Morgan to go over the changes and revisions to the above mentioned fire departments.

Commissioner Bush moved, seconded by Commissioner Schichtel, to accept the contracts as amended with corrections and require that all funds be withheld until the financial statement for the previous fiscal year has been submitted to the Town of Lake Lure. The vote of approval was unanimous. (Contracts attached).

OTHER NEW BUSINESS

Scott Theiss, owner of the commercial center known as the Red Barn and Bear Company, gave an up-date on the progress of the property being leased from the town. Mr. Theiss said that two picnic tables have been placed on the property (donated by the Chimney Rock Lion's Club).

STAFF REPORTS

There was no staff reports.

COUNCIL COMMENTS

Mayor Lehner read aloud the following comments from an article *"Countywide, Crime Stats Take Dip"* published in the Daily Courier on August 7, 1995:

- * Lake Lure was the safest place in Rutherford County to live in 1994. Forest City was the most violent.
- * Lake Lure had no violent crimes.
- * And in Lake Lure, 12 property crimes were reported, down from 17 last year. They included three breaking and enterings, eight larcenies and one motor vehicle theft.

Mayor Lehner commended the Lake Lure Police Department for a job-well-done. Also complimented former Town Council, former Mayor Priscilla Doyle, and the current Administration for their support of the Police Department (amended 8/22/95 Regular Council Meeting).

Commissioner Bush reported that the 1995 North Carolina League of Municipalities Convention was set for October 15-17, 1995 at the Durham Civic Center, in Durham North Carolina and asked that those who are interested in attending notify the Town Clerk.

CLOSED SESSION

Commissioner Bush moved, seconded by Commissioner Church, to enter into closed session for the purpose of discussing legal matters with the Town Attorney J. Christopher Callahan. The vote of approval was unanimous.

After discussion within the closed session, Commissioner Bush moved, seconded by Commissioner Church, to come out of the closed session and re-enter the regular session of the meeting. The vote of approval was unanimous. No action was taken in closed session.

ADJOURNMENT

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

ATTEST:



Mary A. Flack

Mary A. Flack, CMC/AAE
Town Clerk

Max E. Lehner

Mayor Max E. Lehner

NORTH CAROLINA)
RUTHERFORD COUNTY)
TOWN OF LAKE LURE)

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 1st day of July, 1995, by and between the TOWN OF LAKE LURE, hereinafter referred to as the Town, and the Bill's Creek VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the Fire Department;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-20.1 and 160A-11 provides that Municipalities may provide for fire protection in a fire protection district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, the Fire Department is a nonprofit corporation organized to furnish fire protection to the citizens of its district; and

WHEREAS, the Town and the Fire Department desire to enter into this agreement for the Fire Department to furnish fire protection for and within the District inside the boundaries of the Town;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, the parties hereto contract and agree as follows:

1. Town of Lake Lure agrees that it will provide a portion of the funds, each fiscal year, estimated on the needs projected in a budget estimate submitted by the Fire Department to the Town Manager and a recommendation for funds submitted by the Town Manager to the Town Council for furnishing fire protection with the Town.

2. The funds shall be paid to the Fire Department within the fiscal year as agreed to by the Fire Department and the Town Manager. Payments shall not exceed the amount budgeted by the Town Council in the particular fiscal year for fire protection within the Town.

3. The Fire Department shall furnish adequate fire protection within the Town and shall provide the necessary equipment, personnel, water, and all things necessary for furnishing adequate fire protection in the Town. The services shall be in accordance with minimum standards set forth by the Rutherford County Fire Marshall and the North Carolina Insurance Services Office. The Fire Department shall provide workmen's compensation insurance coverage applicable to all Fire Department personnel, regardless of status, at least to the extent required by law. The Fire Department shall furnish said fire protection without charge to all persons and property located in the Town limits in an efficient and workmanlike manner. Upon the failure of the Fire Department to meet the standards set forth herein, no further funds shall be paid by the Town to said Fire Department until said minimum standards are re-established. The Fire Department shall discharge its obligations in a timely manner.

4. All funds paid to the Fire Department by the Town of Lake Lure shall be used to provide fire protection within the Town of Lake Lure except as may be otherwise provided through mutual aid agreements.

5. The Town may inspect all the books and records of the Fire Department at any time. The Fire Department shall further provide such additional information as the Town may reasonably request from time to time. The Fire Department agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Fire Department as may reasonably be requested by the Town. The Fire Department shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including those related to the funds subject to this agreement.

6. The Fire Department shall provide to the Town of Lake Lure a financial statement, signed by the President and the Treasurer, no later than August 15 of each year. The financial statement will encompass the fiscal activities for the previous fiscal year. All funds will be withheld until the financial statement has been submitted to the Town of Lake Lure.

7. In the event the Fire Department fails to continue to render fire protection, no further funds shall be paid by the Town to the Fire Department, even though previously budgeted by the Town.

8. The Fire Department shall use the funds subject to this agreement in accordance with the annual Budget of the funds which is approved and adopted by the Town Council, which is incorporated automatically herein by reference each year. No change or alteration in the amount of money budgeted by the Town may be made without the express approval of the Town Council. The Budget detail may be amended with the approval of the Town Manager, within the funds made available by this agreement.

9. The Fire Department will maintain its current rating or better with the North Carolina Insurance Services Office as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes and/or Section 501 (c) (3) of the Internal Revenue Code. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations. The bylaws of the Fire Department shall have reasonable provisions enabling citizens of the Fire District to participate in the affairs of the Fire Department.

10. This Agreement shall become effective as of July 1, 1995, and subject to the continued legal existence of the Department shall continue from fiscal year to fiscal year in accordance with the annual Budget adopted by the Town Council for providing fire protection within the Town limits and to the extent of funds appropriated to continue this agreement.

11. This Agreement may not be transferred or assigned by the Fire Department without the written consent of the Town.

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed by the Mayor and Town Council and attested by the Town Clerk, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given, this the 8th day of AUGUST, 1995, but effective as of July 1, 1995.

TOWN OF LAKE LURE
FIRE DEPARTMENT CONTRACT

By: 
Mayor

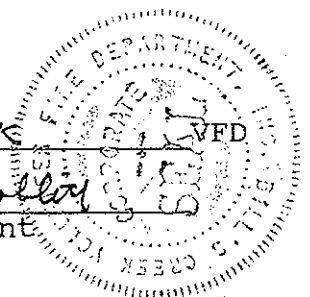
ATTEST:


Town Clerk




Secretary

By: 
President



NORTH CAROLINA)
RUTHERFORD COUNTY)
TOWN OF LAKE LURE)

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 1st day of July, 1995, by and between the TOWN OF LAKE LURE, hereinafter referred to as the Town, and the Fairfield Mountains VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the Fire Department;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-20.1 and 160A-11 provides that Municipalities may provide for fire protection in a fire protection district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, the Fire Department is a nonprofit corporation organized to furnish fire protection to the citizens of its district; and

WHEREAS, the Town and the Fire Department desire to enter into this agreement for the Fire Department to furnish fire protection for and within the District inside the boundaries of the Town;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, the parties hereto contract and agree as follows:

1. Town of Lake Lure agrees that it will provide a portion of the funds, each fiscal year, estimated on the needs projected in a budget estimate submitted by the Fire Department to the Town Manager and a recommendation for funds submitted by the Town Manager to the Town Council for furnishing fire protection with the Town.

2. The funds shall be paid to the Fire Department within the fiscal year as agreed to by the Fire Department and the Town Manager. Payments shall not exceed the amount budgeted by the Town Council in the particular fiscal year for fire protection within the Town.

3. The Fire Department shall furnish adequate fire protection within the Town and shall provide the necessary equipment, personnel, water, and all things necessary for furnishing adequate fire protection in the Town. The services shall be in accordance with minimum standards set forth by the Rutherford County Fire Marshall and the North Carolina Insurance Services Office. The Fire Department shall provide workmen's compensation insurance coverage applicable to all Fire Department personnel, regardless of status, at least to the extent required by law. The Fire Department shall furnish said fire protection without charge to all persons and property located in the Town limits in an efficient and workmanlike manner. Upon the failure of the Fire Department to meet the standards set forth herein, no further funds shall be paid by the Town to said Fire Department until said minimum standards are re-established. The Fire Department shall discharge its obligations in a timely manner.

4. All funds paid to the Fire Department by the Town of Lake Lure shall be used to provide fire protection within the Town of Lake Lure except as may be otherwise provided through mutual aid agreements.

5. The Town may inspect all the books and records of the Fire Department at any time. The Fire Department shall further provide such additional information as the Town may reasonably request from time to time. The Fire Department agrees that it will supply such records, information or verification relating to expenditures of the funds or the operations of the Fire Department as may reasonably be requested by the Town. The Fire Department shall maintain a written accounting system which provides adequate documentation of all of its receipts and disbursements including those related to the funds subject to this agreement.

6. The Fire Department shall provide to the Town of Lake Lure a financial statement, signed by the President and the Treasurer, no later than August 15 of each year. The financial statement will encompass the fiscal activities for the previous fiscal year. All funds will be withheld until the financial statement has been submitted to the Town of Lake Lure.

7. In the event the Fire Department fails to continue to render fire protection, no further funds shall be paid by the Town to the Fire Department, even though previously budgeted by the Town.

8. The Fire Department shall use the funds subject to this agreement in accordance with the annual Budget of the funds which is approved and adopted by the Town Council, which is incorporated automatically herein by reference each year. No change or alteration in the amount of money budgeted by the Town may be made without the express approval of the Town Council. The Budget detail may be amended with the approval of the Town Manager, within the funds made available by this agreement.

9. The Town will lease to the department, for the term of the agreement, the building located in the city limits of the Town of Lake Lure which is more particularly located in the Northwest corner of the intersection of Charlotte Drive and U.S. 64-74A for the sum of one dollar.

10. The department agrees to maintain insurance for its property and all vehicles and equipment leased from the Town to its full insurable value including required liability insurance. (A copy of the insurance policy shall be provided to the Town)

11. The Town agrees to maintain fire, extended coverage, and vandalism and malicious mischief insurance on the building.

12. The department shall be responsible for the propane heating fuel expenses for the building. The department also shall be responsible for all general maintenance of the building and grounds. The Town shall be responsible for the heating and cooling systems, hot water heater, and major building repairs such as roof repair, as well as improvements to the structure itself which shall hereafter become necessary. The Town shall also pay the cost of electric and telephone services associated with the facility.

13. The Town shall also lease to the department the brush truck, tanker, pumper and associated equipment owned by the Town for the sum of one dollar.

14. The Fire Department will maintain its current rating or better with the North Carolina Insurance Services Office as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes and/or Section 501 (c) (3) of the Internal Revenue Code. The Fire Department shall continuously comply with all applicable laws, ordinances and regulations. The bylaws of the Fire Department shall have reasonable provisions enabling citizens of the Fire District to participate in the affairs of the Fire Department.

15. This Agreement shall become effective as of July 1, 1995, and subject to the continued legal existence of the Department shall continue from fiscal year to fiscal year in accordance with the annual Budget adopted by the Town Council for providing fire protection within the Town limits and to the extent of funds appropriated to continue this agreement.

16. This Agreement may not be transferred or assigned by the Fire Department without the written consent of the Town.

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed by the Mayor and Town Council and attested by the Town Clerk, and the Fire Department has caused this instrument to be signed in its name by its President, attested by

its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given, this the 8th day of August, 1995, but effective as of July 1, 1995.

TOWN OF LAKE LURE
FIRE DEPARTMENT CONTRACT

By: [Signature]
Mayor

ATTEST:

[Signature]
Town Clerk



Fairfire Mountains VFD
By: [Signature]
President

ATTEST:

[Signature]
Secretary

NORTH CAROLINA)
RUTHERFORD COUNTY)
TOWN OF LAKE LURE)

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the 1st day of July, 1995, by and between the TOWN OF LAKE LURE, hereinafter referred to as the Town, and the Chimney Rock VOLUNTEER FIRE DEPARTMENT, INC., hereinafter referred to as the Fire Department;

WITNESSETH:

WHEREAS, North Carolina General Statute 160A-20.1 and 160A-11 provides that Municipalities may provide for fire protection in a fire protection district by contracting with any incorporated nonprofit volunteer or community fire department; and

WHEREAS, the Fire Department is a nonprofit corporation organized to furnish fire protection to the citizens of its district; and

WHEREAS, the Town and the Fire Department desire to enter into this agreement for the Fire Department to furnish fire protection for and within the District inside the boundaries of the Town;

NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations, the parties hereto contract and agree as follows:

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3. The Fire Department shall furnish adequate fire protection within the Town and shall provide the necessary equipment, personnel, water, and all things necessary for furnishing adequate fire protection in the Town. The services shall be in accordance with minimum standards set forth by the Rutherford County Fire Marshall and the North Carolina Insurance Services Office. The Fire Department shall provide workmen's compensation insurance coverage applicable to all Fire Department personnel, regardless of status, at least to the extent required by law. The Fire Department shall furnish said fire protection without charge to all persons and property located in the Town limits in an efficient and workmanlike manner. Upon the failure of the Fire Department to meet the standards set forth herein, no further funds shall be paid by the Town to said Fire Department until said minimum standards are re-established. The Fire Department shall discharge its obligations in a timely manner.

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11. This Agreement may not be transferred or assigned by the Fire Department without the written consent of the Town.

IN TESTIMONY WHEREOF, the Town has caused this instrument to be executed by the Mayor and Town Council and attested by the Town Clerk, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, and its corporate seal hereto affixed, all by authorization of its Board of Directors duly given, this the 8th day of August, 1995, but effective as of July 1, 1995.

TOWN OF LAKE LURE
FIRE DEPARTMENT CONTRACT

By: [Signature]
Mayor

ATTEST:

[Signature]
Town Clerk

ATTEST:

[Signature]
Secretary

By: [Signature]
President

CHIMNEY ROCK

VFD