



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, DECEMBER 12, 1995, 7:30 P.M. AT THE FAIRFIELD MOUNTAINS BALD MOUNTAIN COUNTRY CLUB

PRESENT: Mayor Max E. Lehner
Commissioner Bill Bush
Commissioner Carolyn Cobb
Commissioner Bethmyrl Rose
Commissioner Bud Schichtel

STAFF: John R. Strutner, Town Manager
Sam Karr, Finance Director
Mary Lynn Hayes

ABSENT: N/A

CALL TO ORDER

Mayor Lehner called the meeting to order at approximately 7:30 p.m.

INVOCATION

Attorney Callahan gave the invocation.

PUBLIC HEARING -- PROPOSED REZONING OF PROPERTY OWNED BY WERNER AND PATRICIA MARINGER AND SHANNON AND DOROTHY HYDE

Commissioner Schichtel moved, seconded by Commissioner Cobb, to enter into the public hearing to consider a request to rezone property owned by Werner and Patricia Maringer and Shannon and Dorothy Hyde. The vote of approval was unanimous.

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Zoning Administrator Mary Lynne Hayes, read aloud the petition presented to Town Council from the Maringers and Hydes regarding change in zoning from R-1A and R-1 to R-3. (Petition attached)

Mayor Lehner invited citizens to speak at the public hearing. The following requested to speak:

Patricia Maringer reviewed the petition and drawings which were presented to Town Council. Mrs. Maringer invited citizens to review the petition and drawings.

Commissioner Bush moved, seconded by Commissioner Rose, to come out of the public hearing and re-enter the regular session of the meeting. The vote of approval was unanimous.

After discussion, Commissioner Bush moved, seconded by Commissioner Cobb, to approve the following ordinance amending the Zoning Ordinance and map of the Town of Lake Lure as presented. The vote of approval was unanimous. (Map attached)

AN ORDINANCE AMENDING THE ZONING

ORDINANCE AND MAP OF THE TOWN OF LAKE LURE

WHEREAS, The Town of Lake Lure Zoning and Planning Board has reviewed and considered a rezoning petition from Werner and Patricia Maringer and Shannon and Dorothy Hyde and has recommended to the Town Council that certain changes be made to the zoning map;

AND WHEREAS, the Town Council of the Town of Lake Lure, after due notice, conducted a public hearing on the 12th day of December, 1995, upon the question of amending the Zoning Ordinance and Map in certain respects;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN OF LAKE LURE, NORTH CAROLINA MEETING IN REGULAR SESSION AND WITH A MAJORITY OF COUNCILMEN VOTING IN THE AFFIRMATIVE:

SECTION ONE: To amend the Zoning Map of the Town of Lake Lure, changing the zoning of the property in question from R-1 Residential and R-1A Residential to R-3 Resort Residential, the property in question being described as follows:

Situate, lying and being in Chimney Rock Township, Rutherford County, North Carolina and lying west of U.S Highway 64-74 and being the major portion of the property shown in Plat Book 6, Page 127, and being described in accordance with a new plat survey done by Professional Surveying Services dated August 20, 1993, as follows:

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BEGINNING at a point in the centerline of U.S. Highway 64-74, said beginning point the common southernmost corner of the tract described herein and the Bobby G. Smith property described in Deed Book 295, Page 5, and running thence from said beginning point along and with the Smith boundary North 13 degrees 33 minutes 54 seconds West 327.20 feet, passing an existing iron pin at 32.77 feet, to an existing iron pin, said pin being the common westernmost corner of the tract described herein and the Harold D. Jones property described in Deed Book 491, Page 197; thence leaving the Smith boundary and running along and with the Jones boundary on the following calls: North 75 degrees 54 minutes 44 seconds East 124.98 feet to an existing iron pin; thence North 13 degrees 32 minutes 10 seconds West 162.05 feet to an existing iron pin, said pin being the common westernmost corner of the tract described herein and the Max D. Jones property described in Deed Book 486, Page 439; thence leaving the Harold D. Jones boundary and running along and with the Max D. Jones boundary on the following calls: South 74 degrees 03 minutes 12 seconds East 13.77 feet to a new iron pin; thence South 13 degrees 32 minutes 10 seconds East 72.81 feet to a new iron pin; thence South 13 degrees 29 minutes 54 seconds East 22.59 feet to a new iron pin; thence North 46 degrees 24 minutes 04 seconds East 69.67 feet to an existing iron pin; thence North 46 degrees 24 minutes 04 seconds East 191.88 feet to a new iron pin; thence North 75 degrees 06 minutes 26 seconds West 73.01 feet to a new iron pin; thence North 75 degrees 06 minutes 26 seconds West 65.00 feet to an existing iron pin; thence leaving the Max D. Jones boundary and running North 02 degrees 33 minutes 54 seconds East 168.00 feet, passing a new iron pin at 143.00 feet, to a point in the centerline of U.S. Highway 64-74; thence running along and with the centerline of U.S. Highway 64-74 on the following calls: South 76 degrees 06 minutes 07 seconds East 8.46 feet to a point; South 68 degrees 21 minutes 35 seconds East 43.59 feet to a point; South 55 degrees 58 minutes 13 seconds East 16.42 feet to a point; South 52 degrees 58 minutes 44 seconds East 23.21 feet to a point; South 43 degrees 28 minutes 19 seconds East 36.48 feet to a point; South 35 degrees 31 minutes 17 seconds East 16.42 feet to a point; South 35 degrees 31 minutes 17 seconds East 34.86 feet to a point; South 35 degrees 31 minutes 17 seconds East 58.01 feet to a point; South 34 degrees 24 minutes 25 seconds East 128.67 feet to a point; South 33 degrees 44 minutes 41 seconds East 70.54 feet to a point; South 29 degrees 45 minutes 28 seconds East 78.53 feet to a point; South 24 degrees 36 minutes 24 seconds East 79.26 feet to a point; South 20 degrees 32 minutes 38 seconds East 75.92 feet to a point; South 16 degrees 45 minutes 05 seconds East 49.98 feet to a point; South 12 degrees 34 minutes 01 second East 49.09 feet to a point; South 01 degree 04 minutes 50 seconds East 40.54 feet to a point; South 13 degrees 12 minutes 27 seconds West

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31.78 feet to a point; South 34 degrees 16 minutes 38 seconds West 54.74 feet to a point; South 55 degrees 12 minutes 10 seconds West 34.38 feet to a point; and South 70 degrees 36 minutes 57 seconds West 14.11 feet to a point, said point being the common easternmost corner of the tract described herein and the Hyde property described in Deed Book 337, Page 203; thence leaving the centerline of U.S. Highway 64-74 and running along and with the Hyde boundary North 31 degrees 30 minutes 00 seconds West 270.50 feet, passing a new iron pin at 40.00 feet, to an existing iron pin; thence South 75 degrees 33 minutes 53 seconds West 49.35 feet to an existing iron pin; thence South 13 degrees 47 minutes 08 seconds West 221.20 feet, passing an existing iron pin at 187.91 feet, to a point in the centerline of U.S. Highway 64-74; thence leaving the Hyde boundary and running along and with the centerline of U.S. Highway 64-74 on the following calls: South 85 degrees 34 minutes 25 seconds West 64.88 feet to a point; South 81 degrees 01 minute 06 seconds West 82.61 feet to a point; South 78 degrees 08 minutes 21 seconds West 44.70 feet to the point and place of BEGINNING, and containing 5.30 acres, more or less. See Deed Book 295, Page 12, and Deed Book 379, Page 567, Rutherford County Registry. Tax Map 526-2-1, 3 and

Being located on the North side of U.S. Highway 74, the same being Lots Nos. 17 and 18, Block "B" of the Missionary Methodist Church Camp, Lake Lure, North Carolina, according to a plat by Clyde C. Sorrels, Registered Surveyor, made July 31, 1961, the said plat being recorded in Book 6, page 127, in the Office of the Register of Deeds of Rutherford County, North Carolina, and described by metes and bounds as follows:

BEGINNING at a stake in the North edge of Highway 74, the said stake being the Southeast corner of Lot No. 19, and being located 301 feet in the Easterly direction along the North edge of the said highway from the Northeast corner of the Fred Smith property, and running thence with the said highway the following calls: South 85 East 350 feet to a stake, South 82 East 50 feet to a stake, South 84 East 50 feet to a stake, South 87 East 25 feet to a stake, North 88 East 25 feet to a stake, North 81 East 25 feet to a stake, being the Southwest corner of Lot No. 19, thence with the West line of lot No. 16 North 32 West 245 feet to a stake in the South side edge of road, being the Northwest corner of Lot No. 16, thence with the said road in a Westerly direction 50 feet, more or less, to a stake, being the Northeast corner of Lot No. 19, thence with the East line of 19 South 13-15 West 198 feet to the place of BEGINNING.

This is a part of that property as conveyed by Conference Trustees of the Missionary Methodist Church of America to Charles O. Smith and Wife by deed

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dated October 4, 1966, and recorded in Book 295, at page 12, in the Office of the Register of Deeds of Rutherford County, North Carolina.

There is conveyed by this Deed the right of easement for a water line as conveyed to the grantors herein by deed recorded in Deed Book 248, page 675, Rutherford County Registry.

SECTION TWO: The Zoning Administrator shall make all the necessary corrections and additions to the Zoning Map so as to implement the provisions of this ordinance and shall henceforth enforce the ordinance as hereby amended.

SECTION THREE: This ordinance shall be effective upon its adoption. Adopted the 12th day of December, 1995.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

<p>PUBLIC HEARING -- PROPOSED AMENDMENTS TO THE TOWN OF LAKE LURE ZONING ORDINANCE AND MAP TO INCLUDE AN R/O RESIDENTIAL/OFFICE DISTRICT</p>

Commissioner Schichtel moved, seconded by Commissioner Rose, to enter into the public hearing regarding proposed amendments to the Town of Lake Lure Zoning Ordinance and map to include an R/O (Residential/Office District). The vote of approval was unanimous.

Zoning Administrator Hayes read aloud the following proposed amendments to Zoning Ordinance and map:

1. Insert a new Section 606. R/O Residential/Office District.
 - . Allow residences as currently.
 - . Allow offices for the following only:
Licensed practice of law; property appraisal and surveying; building contractor; real estate; insurance; accountancy; financial advisement;

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architecture and building; land development; and notary.

- . Recommend that new non-residential buildings be built with residential character
- . Office buildings not to exceed 3,000 square feet heated area
- . Outside storage and parking of heavy trucks, machinery, or equipment prohibited.
- . Allow the same conditional uses currently allowed in R-1 plus Planned Unit Development may include any uses permitted in R/O district.
- . Same minimum lot size as R-1. Must have 50 feet of street frontage.
- . Setback requirements same as for R-1:
 - 35 feet from street
 - 35 feet from lake
 - 12 feet from side
 - 15 feet from rear
- . Buffering required between non-residential use and adjacent residential use
- . Non-residential use may have only one ingress/egress per 150 feet of street frontage. Ingress/egress openings may be between 20 feet and 50 feet wide.
- . Landscaped traffic delineators required between street and front yard of non-residential use. Delineators to be filled with grass, flowers or shrubs.
- . Non-residential uses must comply with parking and loading requirements.
- . Succeeding sections in Article VI to be renumbered.

2. Amend Section 1311. Signs Permitted and Regulated.

- . Include R/O district in subsection (1) (c). Allows 1 flat sign attached to the building not to exceed 12 square feet or 1 freestanding sign not to exceed 24 square feet per sign face and not to exceed 7 feet in height and not closer than 10 feet to public right-of-way.
- . Non-residential signs in R-1, R-2, R-3, and R/O districts may not be

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illuminated.

3. Amend Article VII. Building Site Minimum Dimensional Requirements.

- . Include R/O on Minimum Dimensional Requirements chart.
- . Note maximum building size of 3,000 square feet heated area for offices in R/O district.

4. Establish new zoning district along U.S. Highway 64/74A

- . District to be designated from Town limit line to Town limit line, one lot deep or 300 feet deep, whichever is less, except in areas currently zoned R-2, R-3, and C-1.

Mayor Lehner invited citizens to speak at the public hearing. The following requested to speak:

Chuck Early, a Lake Lure resident, stated that he was planning to refurbish the the old L. M. Pearson Real Estate building (located on Hwy 64/74-A) by changing the roof line (arches) and putting stucco on the building. Mr. Early asked if these changes would be permitted after the adoption of the proposed amendments regarding Residential/Office District. Mr. Early expressed his concern about not enough parking space in front the the Real Estate Office.

Attorney Callahan stated that Mr. Early had the right to change the exterior of the building.

Zoning Administrator Hayes also submitted copies to Council of a letter received from Captain Ed Dittmer and Kay Dittmer regarding the proposed amendments to the Zoning Ordinance and map. (Letter attached)

Commissioner Bush moved, seconded by Commissioner Schichtel, to come out of the public hearing and re-enter the regular session of the meeting. The vote of approval was unanimous.

After much discussion, Commissioner Schichtel moved, seconded by Commissioner Bush, to accept the ordinance amending the Zoning Ordinance and map as amended. Commissioner Schichtel, Commissioner Bush, and Commissioner Cobb vote yes. Commissioner Rose vote no. Therefore, the vote of approval was 3 to 1.

**AN ORDINANCE AMENDING THE ZONING
ORDINANCE AND MAP OF THE TOWN OF LAKE LURE**

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WHEREAS, the Town of Lake Lure Zoning and Planning Board has recommended to the Town Council that a new zoning district be established to allow limited non-residential uses along the main thoroughfare through Town;

AND WHEREAS, the Town of Lake Lure Zoning and Planning Board has recommended that the new district be established on both sides of U.S. Highway 64/74A from the western Town limit line to the intersection of N.C. Highway # 9 with U.S. Highway 64/74A for the depth of one lot to a maximum depth of 300 feet, excluding those areas currently zoned C-1, General Commercial; R-2, General Residential; and R-3, Resort Residential.

AND WHEREAS, the Town Council of the Town of Lake Lure, after due notice, conducted a public hearing on the 12th day of December, 1995, upon the question of amending the Zoning Ordinance and Map;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN OF LAKE LURE, NORTH CAROLINA MEETING IN REGULAR SESSION AND WITH A MAJORITY OF COUNCILMEN VOTING IN THE AFFIRMATIVE:

SECTION ONE: To amend Article VI: Use Requirements by District of the Zoning Ordinance of the Town of Lake Lure, North Carolina by inserting a new Section 606 to read as follows:

Section 606. R-4 Residential/Office District.

- (1) Intent. The R-4 Residential/Office District is established along U.S. 64/74A from the western Town limit line to the intersection of N.C. Highway # 9 with U.S. Highway 64/74A excluding those areas currently zoned C-1, R-2, and R-3, to provide limited non-residential uses which will have little impact on the neighboring residential areas. In many cases non-residential uses may occupy buildings which have been used as residences. If new buildings are

constructed, the Town recommends that they be of a residential character design.

- (2) Permitted Uses. Within the R-4 Residential/Office District, a building or land shall be used only for the following purposes.
 - (a) Any use permitted in the R-1 Residential District (listed as a permitted use).
 - (b) Business and professional offices limited to licensed practice of law, property appraisal and surveying, building contractor, real

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estate, insurance, accountancy, financial advisement, architecture and building, land development, and notary. Buildings occupied by such uses may not exceed three thousand (3000) square feet total heated area.

- (c) No more than two accessory buildings with a total combined area not to exceed 600 square feet.
- (3) Prohibited Uses. Outside storage of any type including the parking or storage of heavy trucks, machinery, or equipment in the R-4 District is prohibited.
- (4) Conditional Use Permits. The following uses require a conditional use permit subject to a finding by the Board of Adjustment that all applicable provisions of Article VIII and Article X have been met:

All conditional uses listed in the R-1 Residential District except, that Planned Unit Developments (PUD's) may include any uses permitted in this district.
- (5) Site Requirements. All sites must have a minimum of 10,000 square feet. Lots which abut the street must have 50 feet of frontage on the street.
- (6) Front, Rear, and Side Yard Requirements.
 - (a) For lots which abut the street, the building setback shall be not less than thirty-five (35) feet from the street right-of-way.
 - (b) For lots which abut the lake, the building setback shall be not less than thirty-five (35) feet from the lake shoreline.
 - (c) Side yards shall be not less than twelve (12) feet in depth.
 - (d) Rear yards shall be not less than fifteen (15) feet in depth.
 - (e) When the lot is used for any non-residential use, a buffer strip shall be provided along the side and/or rear lot line of any abutting residential use(s). If a fence or wall is used, such fence or wall shall be opaque and not less than eight (8) feet in height. If a planted buffer is used, such buffer strip shall be composed of evergreen trees or shrubs which at planting will be at least four (4) feet high and at maturity will be not less than eight (8) feet high. This requirement may be modified by the Board of Adjustment where sufficient natural buffering exists.

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- (7) Ingress/Egress. All non-residential uses in this district shall be allowed only one means of ingress/egress for each 150 feet of frontage or fraction thereof. All ingress/egress openings for both one-way or two-way traffic, shall be a minimum of 20 feet wide and a maximum of 50 feet wide unless otherwise required by the Department of Transportation. Landscaped traffic delineators are required between the street and the front yard of the non-residential use extending the full width of the front yard excepting to allow for entrances and exits. Delineators shall begin at the edge of the right-of-way or six (6) feet from the edge of the pavement, whichever is greater, and shall extend a minimum of two feet toward the front of the structure. The area should be filled with grass, flowers, and/or shrubs not high enough to obstruct a driver's view of traffic. The Zoning Administrator may modify this requirement where warranted by safety considerations.
- (8) Frontage. For purposes of this Section, all sites that are double frontage lots or corner lots shall be deemed to have frontage on all such streets. All fronts must adhere to ingress/egress requirements.
- (9) Parking. All parking and loading must be in compliance with Sections 1102, 1103, and 1104.

The existing Section 606 shall be renumbered as Section 607 and all the following sections of Article VI shall be renumbered in sequence.

SECTION TWO. To amend Article VII: Building Site Minimum Dimensional Requirements of the Town of Lake Lure Zoning Ordinance by deleting the minimum dimensional requirements chart in its entirety and replacing it with the following:

ARTICLE VII
BUILDING SITE
MINIMUM DIMENSIONAL REQUIREMENTS

ZONING CLASSIFICATION	LOT AREA (a)	LOT WIDTH AT BLDG. SITE (b)	FRONT YD. SETBACK (c)	SIDE YARD SETBACK	REAR YD. SETBACK (d)	REAR YD. OPEN SPACE (e) % OF LOT
R-1	10,000 sf	100 ft	35 ft	12 ft	15 ft	30%

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R-1A	2 acres	100 ft	35 ft	12 ft	15 ft	30%
R-1B/R-1D	1 acre	100 ft	35 ft	12 ft	15 ft	30%
R-1C	.5 acre	60 ft	20 ft	12 ft	15 ft	20%
R-2/R-3 Single Fam.	7,000 sf	60 ft	25 ft	7 ft	10 ft	20%
Two Family	9,000 sf	70 ft	25 ft	8 ft	10 ft	20%
Three Fam.	12,000 sf	85 ft	20 ft	10 ft	12 ft	20%
Four Family	14,500 sf	100 ft	20 ft	12 ft	12 ft	25%
R-4	10,000 sf Max.Bldg.Size for Office = 3,000 sf h.a.		35 ft	12 ft	15 ft	
C-1	.5 acre		35 ft	12 ft	15 ft	

Maximum building height in any district shall be not more than thirty-five (35) feet as measured from the finished grade at building line. May be exceeded only where depth of front and total width of minimum required side yards are increased one (1) foot for each additional foot of building height.

- (a) Plus 2000 square feet of lot area for each additional dwelling unit in excess of four (4).
- (b) For any residential lot, lot width at street line shall be not less than thirty-five (35) feet. For any commercial lot, lot width at street line shall be not less than 100 feet. Lot width at street line for the R-4 district shall be not less than 50 feet. Any lot abutting Lake Lure shall have a frontage along the lake of not less than 100 feet.
- (c) In most situations, the front yard lies between the building and the street. However, for lots which abut a lake, the lake side is also considered a front yard. In any zoning district, minimum setback from the lake is 35 feet measured from the shoreline.
- (d) From the rear property line to the nearest building on that lot.
- (e) Excluding any space occupied by accessory building which may be located between principal building and rear lot line. * Amended 1/25/94

SECTION THREE. To amend Article XIII: Sign Regulations, Section 1311.
Signs Permitted and Regulated of the Town of Lake Lure Zoning Ordinance by deleting subsection (1) (c) in its entirety and replacing it with the following:

- (c) R-1, R-2, R-3, and R-4 Districts:

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- 1) One flat sign not to exceed twelve (12) square feet, identifying the premises of or on which permitted non-residential uses are located. Such sign shall not be illuminated by either an internal or external source.
- 2) One freestanding sign identifying the non-residential premises may be permitted in lieu of a flat sign, provided, however, it does not exceed twenty-four (24) square feet per sign face, does not exceed seven (7) feet in height, and is not closer than ten (10) feet to the public right-of-way. Such sign shall not be illuminated by either an internal or external source.
- 3) Churches are permitted to erect on the premises a freestanding sign, either non-illuminated or illuminated, no closer than ten (10) feet to the right-of-way, not to exceed twenty-four (24) square feet per sign face area and not exceeding seven (7) feet in height, provided that such sign is

so shielded that the source of light is not visible from any abutting residence.
- 4) Mobile home parks in R-2 shall be governed by the same sign provisions as provided for subdivisions and planned unit developments, except that no sign shall exceed twenty-four (24) square feet per sign face.

SECTION FOUR (A). To amend the Zoning Map of the Town of Lake Lure, changing the property in question from R-1, Residential to R-4, Residential/Office as shown and depicted on the accompanying maps and made a part of this ordinance.

SECTION FOUR (B). The area zoned R-3 this same date is intended to be excluded from this zoning ordinance pursuant to Section 601 (1) above.

SECTION FIVE: The Zoning Administrator shall make all the necessary corrections and additions to the Zoning Ordinance so as to implement the provisions of this ordinance and shall henceforth enforce the ordinance as hereby amended.

SECTION SIX: This ordinance shall be effective upon its adoption.
Adopted the 12th day of December, 1995.

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

Commissioner Rose stated the reason why she voted no on the proposed amendments to the Zoning Ordinance and map regarding Residential/Office District. Rose said the main two reasons why she voted against R/O was because 3 years ago, 189 residents of this Town signed a petition to basically stop commercial zoning along hwy 64/74-A. The permitted uses under this R/O follow the definition of commercial. The commercial establishments permitted under this R/O are associated with real estate. Rose said this restriction was unfair. Especially unfair to single out a business by creating a new ordinance. Also the owner of Mountain Lake Realty has been treated poorly. The property is only valuable as a commercial lot and that lot will lose its value if the commercial use ever ceased to exist. Secondly, Ms. Rose said that she was told that "Conditional Use" was eliminated in 1993. This is Article VIII in the Zoning Ordinance for Lake Lure and was last amended in 1994. Not eliminated or it would not have been given to Commissioner Cobb and myself. Rose stated that if you are going to change the zoning established in 1992 -- why not consider "Conditional Use" for established businesses. Commissioner Rose said that she would endorse a "Conditional Use" permit to those businesses, now in existence, and zoned R-1 residential.

AUDIENCE OF CITIZENS

Mr. John Brandt, a Lake Lure resident, requested to speak under audience of citizens. Mr. Brandt spoke against the proposed school board plan to close the school and create a new school combined with students from Gilkey. Mr. Brandt said that children who are picked up on the first school bus stop leave approximately two hours before school begins; and he does not think that this is fair. Mr. Brandt also told Council that building a new school in the proposed location would extend the travel time for students who live in Lake Lure. Brandt mentioned several reasons why Green Hill School needed to be replaced. Mr. Brandt asked for citizens of Lake Lure and the County to band together and request a new school.

OTHER OLD BUSINESS:

There was no other old business.

NEW BUSINESS:

A. Proposed 1996 Town Council Meeting Schedule

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Commissioner Bush moved, seconded by Commissioner Schichtel, to approve the following 1996 Town Council Meeting Schedule as written. The vote of approval was unanimous.

PROPOSED (A)

1996 TOWN COUNCIL MEETING SCHEDULE

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>	<u>TYPE</u>
January 09, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
January 23, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
February 13, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
February 27, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
March 12, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
March 26, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
April 09, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
April 23, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
May 14, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
May 28, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
June 11, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
June 25, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
July 09, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
July 23, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
August 13, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
August 27, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
September 10, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
September 24, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
October 08, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
October 22, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
November 12, 1996	Lake Lure Municipal Center	9:30 a.m.	Regular
November 26, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular
December 10, 1996	Lake Lure Municipal Center	7:30 p.m.	Regular

NEW BUSINESS:

B. Proposed 1996 Town Employee Holiday Schedule

Commissioner Schichtel moved, seconded by Commissioner Rose, to approve the following proposed Town employee holidays for 1996 as written. The vote of approval was unanimous.

1996 TOWN EMPLOYEE HOLIDAY SCHEDULE

Monday January 1, 1996 New Year's Day

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Monday	January 15, 1996	Martin Luther King, Jr. Day
Friday	April 5, 1996	Good Friday
Monday	May 27, 1996	Memorial Day
Thursday	July 4, 1996	Independence Day
Monday	September 2, 1996	Labor Day
Monday	November 11, 1996	Veteran's Day
Thursday	November 28, 1996	Thanksgiving Day
Friday	November 29, 1996	Day after Thanksgiving Day
Wednesday	December 25, 1996	Christmas Day
Thursday	December 26, 1996	Day after Christmas Day

NEW BUSINESS:

C. Discuss Lake Lure ABC Lease Agreement with the Town

Commissioner Bush moved, seconded by Commissioner Cobb, to authorize Town Manager Strutner to negotiate the following draft lease agreement between the Town of Lake Lure and the Lake Lure ABC Board. The vote of approval was unanimous.

North Carolina
Rutherford County

LEASE AND AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of 1st day of January, 1996, by and between TOWN OF LAKE LURE, a municipal corporation located in Rutherford County, North Carolina, party of the first part, "Landlord", (hereinafter also referred to as the "Town"); and the TOWN OF LAKE LURE BOARD OF ALCOHOLIC BEVERAGE CONTROL, party of the second part, "tenant" (hereinafter also referred to as "ABC Board").

WITNESSETH:

That for and in consideration of their mutual covenants, the Town hereby leases and demises to the ABC Board, and the ABC Board hereby hires and rents from the Town, a building, adjacent parking, which is currently located on the following tract or parcel of land:

Situate, lying and being in the Town of Lake Lure, Chimney Rock Township, Rutherford County, North Carolina, and being more particularly described as follows:

BEGINNING at a point located South 75 deg. 24 min. 31 sec. West 165.28 feet from an iron bar beside an axle, said iron bar being located in the Southernmost corner of lots 69 and 70, Block 3, Luremont Section of Chimney Rock Mountains, Inc., said beginning point also being located in the Westernmost right of way of Jack London Road, and running thence from said beginning point thus established South 73 deg. 05 min. 15 sec. West 120

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ft to an iron pin; thence running South 16 deg. 54 min. 45 sec. East 81.30 feet to an iron pin in the Northern margin of the right of way for U.S. Highway 74; thence running with said margin of said right of way curving to the right on a radius of 319.48 feet an arc distance of 110.39 feet (Cord North 71 deg. 07 min. 54 sec. East 109.85 feet); thence leaving said right of way of U.S. Highway 74 and running with the right of way of Jack London Road on a curve to the left on a radius of 15.64 feet an arc distance of 29.42 feet (Cord North 27 deg. 08 min. 56 sec. East 25.27 feet); thence continuing with the right of way of Jack London Road North 26 deg. 44 min. West 21.97 feet to a stake; thence continuing with said right of way on a curve to the right on a radius of 249.19 feet an arc distance of 37.95 feet (Cord North 22 deg. 22 min. 13 sec. West 37.92 feet) to the place and point of BEGINNING. Containing .216 acres, more or less. Said property being that shown on a survey by Roger M. Lyda, R.L.S. entitled "Property of Town of Lake Lure" dated January 9, 1980.

This property is conveyed subject to easements, restrictions and rights of way of record.

Being the same and identical property which was conveyed by the Town of Lake Lure Board of Alcoholic Beverage Control to the Town of Lake Lure, a municipal corporation of Rutherford County, by deed dated March 1, 1986, and of record in Deed Book 482, at page 756, Rutherford County Registry.

This Lease is made upon the following terms, conditions and covenants:

SECTION ONE

TERM OF LEASE

This Lease is for a term commencing on January 1, 1996, and ending upon the expiration of sixty (60) full calendar months thereafter unless sooner terminated as hereafter provided. The lease agreement dated March 1, 1991, and recorded in Book 575, Page 541, Rutherford County Registry is hereby superseded by this lease and agreement.

SECTION TWO

RENT

Tenant shall pay to Landlord an annual rent of \$6,030.00 Dollars during the term of the lease, payable in equal monthly installments of \$502.50 Dollars in advance on or before the first day of each month during the term hereof.

SECTION THREE

TAXES AND LIENS

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In the event the Town is exempt from any taxes or assessment, but the ABC Board is not, then the ABC Board covenants and agrees to pay promptly all taxes and assessments of every kind or nature which are now or may hereafter be imposed or assessed upon the premises, except as otherwise expressly provided in this Lease Agreement, and tenant agrees that it will promptly pay all such taxes or assessments as the same become due.

SECTION FOUR

UTILITIES

(a) Tenant shall pay all monthly charges for heat, air conditioning, gas, and electricity attributable to the premises for each month.

(b) Landlord shall, from time to time, upon request from tenant, join in the granting of such utility easements as may be reasonably necessary to service tenant's requirements on the premises.

SECTION FIVE

REPAIRS AND MAINTENANCE

(a) The Tenant shall be responsible for the maintenance of the interior of the leased premises and shall keep said interior in as good condition and repair as when received, ordinary wear and tear and damages caused by the hazards included within standard fire and extended coverage insurance, or by flood, or extraordinary action of the elements excepted.

(b) Landlord shall be responsible for all exterior repairs, including, but not limited to, repairs of a structural nature, foundation repairs and repairs to the roof, as well as repairs as required because of water entering the premises from the roof or other parts of the building or from other causes not under the control of Tenant.

(c) The Tenant shall replace, at its own expense, all plate glass and other glass in the leased premises, both interior and exterior, which may become damaged or broken.

(d) Landlord and Tenant shall each make all necessary repairs and replacements of the portions of the premises which they are respectively required to maintain and repair as aforesaid, and all repairs and replacements shall be diligently commenced and completed.

SECTION SIX

INSURANCE

(a) Tenant shall carry throughout the term, at its own expense, an Owners, Landlords, and Tenants General Public Liability Policy covering both the Landlord and the Tenant with minimum limits of \$500,000.00 for injury to or death of any one person, and

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\$500,000.00 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$500,000.00. Certificate evidencing such insurance shall be furnished to the Landlord, and Tenant will deliver to the Landlord certificates of renewal of such policy not less than ten (10) days in advance of the expiration thereof; such policy shall not be cancelable without at least ten (10) days prior written notice to the Landlord.

(b) Tenant shall maintain and keep in force all employers' compensation insurance required under the laws of the State of North Carolina, and such other insurance as may be necessary to protect Landlord against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to the execution hereof.

(c) Should tenant fail to keep in effect and pay for such insurance as it is in this section required to do, Landlord may do so, in which event the insurance premiums paid by Landlord shall become due and payable forthwith and failure of Tenant to pay same on demand shall constitute a breach of this Lease.

SECTION SEVEN

FIXTURES

All fixtures installed by tenant in the demised premises shall be and remain the property of Tenant and may be removed by it at any time during the term of this Lease or at the expiration thereof. Any such fixtures remaining in the premises after the expiration of the term of the Lease shall be deemed abandoned by Tenant and shall become the property of Landlord. Any damage to the demised premises caused by the removal of such fixtures shall be repaired by Tenant.

SECTION EIGHT

ASSIGNMENT

(a) Tenant shall not assign or in any manner transfer this Lease or any estate, interest or benefit therein or sublet the leased premises or any part thereof or permit the use of the same or any part thereof by anyone other than Tenant without the prior written consent of the Landlord.

SECTION NINE

DAMAGE TO PREMISES

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(a) If the improvements on the leased premises shall be damaged or destroyed by fire or by any other hazard insurable by fire insurance with what is commonly referred to as extended coverage, Landlord shall proceed with due diligence to repair or restore said improvements to substantially the same condition which existed before such damage or destruction.

(b) In the event that any damage from the causes aforesaid shall render the leased premises totally or partially untenable for the Tenant's purposes, rent under this Lease shall be abated in proportion to the Lessee's loss of effective use of the premises until such time as full effective use shall be restored. Lessee shall be entitled to receive a pro rata refund out of any advance rent paid by it for the period during which the premises were unusable by reason of destruction or damage.

(c) If the destruction or damage amounts to more than seventy-five percent (75%) of the insurable value of the premises, then either party may terminate this Lease by written notice to the other party within thirty (30) days after the date of such occurrence. Provided, however, that this Lease shall not thereby terminate if the damage shall have resulted from a hazard included in standard fire and extended coverage insurance and if Tenant shall, within said thirty (30) day period, or within ten (10) days after notice of termination by Landlord, send Landlord written notice of its election to continue this Lease commencing four (4) weeks after the date that restoration by Landlord shall be completed and available to Tenant for the conduct of its business; and in such event this Lease shall continue in effect, except that until the restoration by Landlord shall be completed, the rent shall abate in the manner provided in paragraph (b) of this Section Nine. In the event of any termination under this paragraph (c), this Lease shall terminate as of the date of the occurrence, and the rent and all other payments owing or already paid by Tenant shall be adjusted as of said date.

SECTION TEN

EMINENT DOMAIN

(a) If the whole of the leased premises shall, at any time while this Lease is in effect, be taken under the power of eminent domain, this Lease shall terminate and neither party shall have any further responsibility or obligation to the other hereunder as of the date of such thing. The award for such taking of the demised premises shall belong to Landlord; provided, however, Tenant shall be permitted to make claim to the condemning authorities for the loss of its leasehold estate, leasehold improvements, fixtures, equipment, loss of business and moving expenses.

(b) If such taking shall be of only a portion of the leased premises and the consequent reduction in the area of said premises by such as to render the remainder unsuitable, in the reasonable opinion of Tenant, for the purposes for which they are rented, then this Lease shall terminate from the time when possession thereof shall be required by the condemning authority, and the payment of future rent hereunder shall cease at such time. Should, however, only a portion of the demised premises be so condemned and the

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consequent reduction of the area of said premises be not such as to render the remainder unsuitable for the purposes for which they are leased, this Lease shall continue in full force and effect as to the remaining portion of the demised premises and there shall be an equitable abatement of rent during the remaining term of the Lease. The termination of this Lease, or the abatement of rent, by reason of any such condemnation, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damages caused by such taking on condemnation from the condemning authority. Landlord and Tenant shall request separate awards and neither shall have any rights in any award made to the other.

SECTION ELEVEN

INDEMNIFICATION OF LANDLORD

Tenant during the term hereof shall indemnify Landlord against all claims and demands, whether for injuries to persons, loss of life, or damage to property occurring within the demised premises and arising out of the use and occupancy of the demised premises by Tenant, excepting, however, such claims and demands caused by acts or omissions of Landlord. Nothing contained in this section shall, however, detract from Tenant's rights to protection under the liability insurance policy to be paid for by Tenant as specified in Section Six hereof.

SECTION TWELVE

DEFAULT

(a) If at any time during the term or extensions of this Lease there shall be a default within the provisions of this Agreement, and if Tenant fails to cure such default following thirty (30) days written notice from Landlord, then Landlord may remedy or attempt to remedy any such default or other noncompliance and expend any sums necessary therefore at the cost and expense of Tenant, and the sums so expended shall be payable to Landlord on demand with lawful interest thereon and may be added by Landlord to any rents or other sums due or to become due hereunder. On termination, Landlord may recover from Tenant all damages proximately resulting from the breach, including the worth of the balance of the Lease over the reasonable rental value of the premises for the remainder of the Lease term, which such shall be immediately due Landlord from Tenant.

(b) After re-entry as set out in Paragraph (a) hereinabove, Landlord may relet the premises or any part thereof without terminating the Lease, at the rent and on the terms as Landlord may choose. Landlord may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

(1) In addition to Tenant's liability to Landlord for breach of the Lease, Tenant shall be liable for all expenses of the reletting, and for the difference between the rent received

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by Landlord under the new Lease Agreement and the rent installments that are due for the same period under this Lease.

(2) Landlord shall have the right to apply the rent received from reletting the premises (a) to reduce Tenant's indebtedness to Landlord under the Lease, not including indebtedness for rent, (b) to expenses involved in the reletting, (c) to rent due under this Lease, or (d) to payment of future rent under this Lease as it becomes due.

SECTION THIRTEEN

CAPTIONS

The captions of each Section of this Lease are for convenience only and are not a part of this Lease, and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION FOURTEEN

SHORT FORM LEASE

The parties hereto agree that upon the demand of either party they will execute and deliver a short form lease for the purpose of recording. Such short form of Lease shall include a description of the leases premises, the term of the Lease, and such other provisions as the parties may agree upon and referring to this Lease as containing the entire agreement between the parties.

SECTION FIFTEEN

REMEDIES CUMULATIVE NON-WAIVER

(a) The failure by Landlord to insist upon the strict performance of any agreement, term or condition of this Lease or to exercise any right or remedy consequent upon an unremedied breach thereof, and the acceptance of full or partial rent during the continuance of any unremedied breach, shall not constitute a waiver of any such unremedied breach or the performance of such agreement, term or condition. No agreement, term or condition of this Lease to be performed or complied with by Tenant, and no unremedied breach thereof shall be deemed waived, altered or modified except by a written instrument executed by Landlord. The waiver of any breach shall not affect or alter this Lease, but each and every agreement, term or condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or

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hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease as now or hereafter existing at law or in equity, by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies for any then existing breach which has not then been remedied or in the course of being remedied provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION SIXTEEN

ENTIRE AGREEMENT

This Lease sets forth all the promises, agreements, conditions, and undertakings between Landlord and Tenant relative to the leased premises, and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them varying the terms of this Lease. This Lease shall not be modified, altered, amended or changed, nor shall it be terminated except as expressly provided herein except by an instrument in writing executed by the parties.

SECTION SEVENTEEN

OBLIGATIONS ON SUCCESSORS

Landlord and Tenant agree that all the provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors and assigns.

SECTION EIGHTEEN

EXPIRATION OF LEASE

Tenant shall deliver to Landlord physical possession of the leased premises upon the termination of this Lease in as good condition as the premises are at the commencement of the term of this Lease, except for ordinary wear and tear and damage by fire or other casualty over which Tenant had no control.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals to this Agreement and Lease, in duplicate, the day and year first above written.

TOWN OF LAKE LURE, a Municipal Corporation
By: _____ (SEAL)
Town Manager

ATTEST:

Town Clerk

TOWN OF LAKE LURE BOARD OF
ALCOHOLIC BEVERAGE CONTROL

By: _____ (SEAL)
Walter B. Rust, Chairman

By: _____ (SEAL)
Robert H. Washburn, Treasurer

By: _____ (SEAL)
J. Paul Wilson, Secretary

NORTH CAROLINA
RUTHERFORD COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that John R. Strutner, who, being by me duly sworn says that he is the Town Manager of the Town of Lake Lure, a Municipal Corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of the corporation and that the said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And that the said John R. Strutner acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the _____ day of _____, 19____.

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA
RUTHERFORD COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Walter B. Rust, Robert H. Washburn, and J. Paul Wilson, who are all duly appointed members of the Town of Lake Lure Board of Alcoholic Beverage Control, personally appeared

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before me this day and acknowledge the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of _____, 19____.

Notary Public

My Commission Expires:

NEW BUSINESS:

D. Appointment of Town Attorney for 1996

Commissioner Bush moved, seconded by Commissioner Rose, to reappoint J. Christopher Callahan as Town Attorney indefinitely at the current contractual agreement. The vote of approval was unanimous.

OTHER NEW BUSINESS:

There was no other new business.

STAFF REPORTS

Town Manager Strutner reported that the Town's police and administrative offices have been relocated officially to the new Municipal Center. Mr. Strutner acknowledged the superior effort by all town employees in effecting the move. Also thanked the citizens of Lake Lure and the Town Council for providing the new building.

Finance Director Sam Karr reported that the Town's major expense for the month of November was \$81,945.12 to BB & T for the semi-annual payment of loan proceeds. The Town's major revenue for the month was \$52,490.90 from State Shared Sales Tax.

COUNCIL COMMENTS

Commissioner Rose reported that she met with the Lake Advisory Committee on December 4, 1995. On the Thursday before Thanksgiving the lake was stocked with 4,075 lbs of fish at a cost of \$7,000. This was the amount budgeted. Ninety-five percent of the fish are female. Average weight per fish was approximately 2 1/2 pounds. The Lake Advisory Committee approved changes to the Lake Structure Ordinance and more to be

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made at the next meeting. A recommendation was made in regards to purchasing 2,500 "no wake" speed reminder stickers for 1996. It was recommended that a sticker be given at the same time as boat permits. This sticker is free and boat owners would be encouraged to place it some where on the boat console. There was discussion on the possibility of renting a second dredge for removing silt while the present dredge is under repair. The dredge is not expected to be in working order until February. The next Lake Advisory Committee is to held on January 8th.

Mayor Lehner publicly thanked Commissioner Rose for her two years of volunteer service to the town as the Lake Lure newsletter editor.

Mayor Lehner also announced that Robert Jump will be the new editor of the Lake Lure newsletter.

CLOSED SESSION

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

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

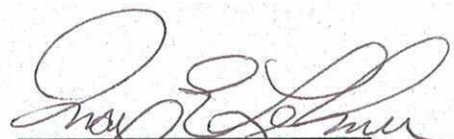
ADJOURNMENT

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

ATTEST:



Mary A. Flack, CMC/AAE
Town Clerk


(Mayor Max E. Lehner)