

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, January 10, 2012



Mayor Bob Keith

Commissioner John Moore

Commissioner Mary Ann Silvey

Commissioner Diane Barrett

Commissioner Bob Cameron



REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL

*January 10, 2012
7:00 p.m.
Lake Lure Municipal Center*

AGENDA

1. Call to Order Mayor
Bob Keith
2. Invocation (*Please rise and remain standing*) Attorney
Chris Callahan
3. Pledge of Allegiance
4. Approve the Agenda Council
5. Public Forum: *The public is invited to speak on any non-agenda and/or consent agenda topics. Comments should be limited to less than five minutes.*
6. Staff Reports
7. Council Liaison Reports & Comments
8. Consent Agenda:
 - a. Approve Minutes of the December 1, 2011 (Regular Meeting and Closed Session)
 - b. Approve a Budget Amendment Regarding "No Man's Land Tax"
9. Unfinished Business
 - a. Other Unfinished Business
10. New Business:
 - a. Consider a Request Asking Town Council to Pass a Resolution Recognizing Rutherfordton's Birthday Celebration Jimmy Dancy,
Mayor of
Rutherfordton
 - b. Consider a Request from the Friends of Lake Lure Flowering Bridge and Lake Lure Flowering Bridge, Inc. Bill Miller,
Friends of the

**Page 2 – Town Council Meeting Agenda
January 10, 2012**

for Additional Funds for Bridge Preservation; Also, Flowering Bridge
Consider Approval of a Budget Amendment Relating
to the Request

- c. Consider Approval and Adoption of the Following Grant Application Documents:
 - 1. Consider Adoption of Resolution No. 12-01-10 Regarding Rural Center Planning Grants
 - 2. Consider Approval of the N.C. Parks and Recreation Trust Fund (PARTF) 2011-2012 Basic Facts and Assurances Document as Presented by Town Planner Suzy Smoyer and Authorize the Mayor to Sign the Document on Behalf of the Town of Lake Lure
 - 3. Consider Adoption of Resolution No. 12-01-10A Regarding Recreational Trails Program and the Buffalo Creek Trail System

11. Adjournment

Agenda Items: 8b



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Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 828/625-9983 • FAX 828/625-8371

MEMORANDUM

To: Mayor & Town Council
From: Sam A. Karr, Finance Director *SAK*
Date: January 4, 2012
Subject: Budget Amendment-"No Mans Land Tax" Fire Dept.

The Town of Lake Lure Fire Department received \$4,000 (No Man's Land Tax) from Rutherford County for a small area that they protect off of Girls Scout Camp Rd. that is not inside the Town limits.

As in the past (see attached Resolution), we would like to include this money into the town's reserve fund (Capital Reserve-Fire Equipment) earmarked for fire equipment purchases. According to the establishment of this fund, town council will need to approve any contributions and appropriations.

If this is acceptable, a **motion to include \$4,000 No Man's Land Tax into the Fire Equipment Capital Reserve Fund for future capital fire equipment purchases** will be required. With this amendment, the balance in the reserve fund will be \$10,000.

If you have any questions, please feel free to contact me at your convenience.

Enclosures (2)

CC: Chris Braund, Town Manager
Ron Morgan, Fire Chief
Julie Scherer, Accountant

RESOLUTION NO. 11-01-18B

**ESTABLISHMENT OF A FIRE EQUIPMENT
CAPITAL RESERVE FUND**

WHEREAS, there is a need in the Town of Lake Lure, North Carolina to purchase Fire Equipment; and

WHEREAS, the Town must bear the cost to purchase Fire Equipment without placing a large debt burden upon the operational budget; and

WHEREAS, purchases may be scheduled in order to benefit from favorable market conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD THAT:

Section 1. The Governing Board hereby creates a Capital Reserve Fund for the purpose of purchasing Fire Equipment.

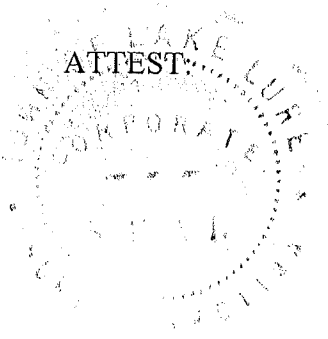
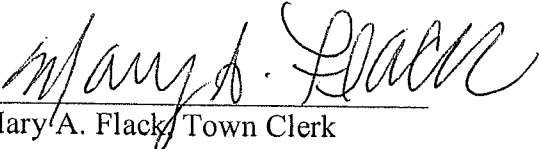
Section 2. This fund will remain operational until the Governing Board decides to disband the fund.

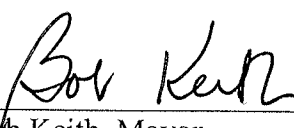
Section 3. The board will appropriate fire revenues, such as no-man's land tax, or other amounts deemed necessary by the Governing Board. All contributions to or appropriations from the fund will be approved by the Governing Board.

Section 4. This resolution shall become effective upon its adoption.

Adopted this 18th day of January, 2011.

ATTEST:



Mary A. Flack, Town Clerk


Bob Keith, Mayor

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.
11-12NML		No Mans Land	\$4,000.00	
TOTAL			\$4,000.00	

**COUNTY OF RUTHERFORD**

289 NORTH MAIN STREET
RUTHERFORDTON, NC 28139
General Operating Account

Branch Banking and Trust Company

66-112/531

VENDOR	CHECK DATE	CHECK AMOUNT
2636	12/30/11	\$4,000.00

PAY FOUR THOUSAND DOLLARS AND 00/100

TO THE
ORDER OF

Lake Lure Vol Fire Dept
P O Box 255
Lake Lure, NC 28746

VOID AFTER 60 DAYS

This disbursement has been approved as required by
the Local Government Budget and Fiscal Control Act.

Paula Roach
FINANCIAL DIRECTOR
William E. Roach
Authorized Signature

Details on back

RUTHERFORD COUNTY
Finance Office
289 North Main Street
Rutherfordton NC 28139-2503

RETURN SERVICE REQUESTED

Hasler

FIRST-CLASS

12/30/2011

US POSTAGE

\$00.



ZIP 28
011D106

Lake Lure Vol Fire Dept
P O Box 255
Lake Lure, NC 28746

Agenda Items: 10b

HISTORIC LAKE LURE BRIDGE #7

PRESERVATION and ENHANCEMENT PLAN

Submitted by

Friends of Lake Lure Flowering Bridge

and

Lake Lure Flowering Bridge, Inc.

December 5, 2011

1.0 Introduction

1.1 When the ownership of Lake Lure Bridge #7 was transferred from NCDOT to the Town of Lake Lure on August 10, 2010 four of the “terms and conditions” of the agreement were:

(5) “Upon the Recipient accepting ownership of the existing Bridge No. 7, the NCDOT shall submit the estimated demolition cost of \$120,000 to the Recipient to be used as a bridge preservation fund....Said payment to the Recipient shall be used by the Recipient solely for the rehabilitation, repair, and maintenance of the existing Bridge No. 7 under the stipulations of a historic bridge preservation program.”

(6) “The Recipient will prepare a historic bridge preservation plan to guide the long-term preservation of the bridge.”

(10) “The Recipient...shall be responsible for providing all lighting standards, fixtures, equipment, and electricity for any proposed lighting along the bridge.”

(11) “The Recipient will preserve, maintain, and repair Bridge No. 7 and keep intact the historic fabric of the bridge as long as it is feasible...and prudent to do so. In addition the Recipient agrees to obtain prior approval from the NC Historic Preservation Office before any alteration, modification, or construction to said bridge. Such obligation shall ensure to all successors and assigns of Recipient.”

1.2 The Town of Lake Lure has assigned the above responsibilities to Lake Lure Flowering Bridge, Inc., a community-based nonprofit corporation, created

- To preserve the historic 1925 Bridge No.7 over the Rocky Broad River as it enters historic Lake Lure, NC.

- To develop and maintain this bridge as a vital link in the trail/walkway system being created by the towns of Chimney Rock and Lake Lure and Chimney Rock State Park.
- To cover the bridge and surround this scenic walkway with over 500' of flowering four-season pedestrian gardens that will be known as Lake Lure Flowering Bridge, the first of its kind in the State of North Carolina and only the second in the United States.
- To place within this vast garden indigenous North Carolina plants that will reflect the botanical diversity of the Hickory Nut Gorge, one of the most botanically diverse areas in the United States.
- To make these gardens and the Lake Lure Flowering Bridge available in all seasons free of charge for purposes of education, exploration and inspiration.
- To design, develop and maintain these gardens through a citizen-based volunteer organization called Friends of the Lake Lure Flowering Bridge.
- To create this "bridge to somewhere beautiful" as a flowering gateway to Lake Lure, Chimney Rock, the Hickory Nut Gorge, and Chimney Rock State Park.

2.0 Lake Lure Bridge No. 7 Preservation Plan

Goal:

The goal of the program is to develop and implement a bridge preservation and enhancement plan for the historic Lake Lure Bridge No. 7, to extend the useful service life of the bridge, and to utilize it as a thoroughfare and public garden for pedestrian use only.

Objectives:

The objectives in implementing the preservation and enhancement plan include:

- Establishing the current condition of the bridge;
- Developing a program of regular scheduled maintenance actions to impede deterioration of the bridge;
- Implement selective corrective repairs or rehabilitation to degraded bridge elements to restore functionality;
- Preserve and enhance the bridge for pedestrian use;
- Identifying available funding sources, and maximize opportunity to obtain other funding.

2.1 Existing Conditions of Bridge

NCDOT inspected Bridge No. 7 on April 27, 2011 and found the structure to be sound but in need of five repairs. (See NCDOT Bridge Inspection Report 4/27/2011) These repairs were completed by NCDOT in October 2011, before turning the bridge over to the Town of Lake Lure:

- A wood and metal pedestrian walkway was removed from the west side of the bridge;
- After removal of the pedestrian bridge the openings in the concrete balustrade railing were filled with concrete and painted;
- A 3-4" topcoat of asphalt paving was removed from the bridge roadway, exposing the original concrete surface.
- Cosmetic repairs were made to cover exposed rebar and other minor concrete repairs. (See NCDOT Bridge Inspection Report 4/27/2011)

2.2 Preventive Maintenance

Preventive Maintenance encompasses both routine scheduled maintenance and capital preventive maintenance.

Routine Scheduled Maintenance is a regularly scheduled activity that maintains serviceability and reduces the rate of deterioration of structural elements.

Capital Preventive Maintenance is a scheduled work activity that restores element integrity and supports serviceability.

Routine Preventive Maintenance will be performed by the Friends of the Lake Lure Flowering Bridge, Infrastructure Committee, on a regular basis, at least annually, and appropriate corrections will be made.

In accordance with NCDOT bridge inspection recommendations, a major inspection of the structure will be done every two years. This will include inspection and evaluation of:

- Deck and deck underside, railings, curbs, walkways, joints and seals, superstructure, including overhangs, columns and piers
- Major repairs may be contracted as needed. Maintenance, inspections, repairs and improvements will be paid for out of the Bridge Preservation Fund, as far as possible.

Examples of preventive maintenance include:

- ☐ Vegetation control and debris removal
- ☐ Drainage system clean-out and repair
- ☐ Expansion or construction joint repair or replacement
- ☐ Concrete sealing
- ☐ Minor concrete patching and repair
- ☐ Concrete crack sealing
- ☐ Approach pavement relief joints
- ☐ Slope paving repair
- ☐ Drainage system repair (bridge deck drains and bridge approach downspouts)
- ☐ Repairs to railings, overhangs, girders and abutments
- ☐ Maintenance of bridge decks and pedestrian walkways
- ☐ Temporary supports
- ☐ Guardrail beam installation or retrofit

3.0 Funding the Bridge Preservation Plan

Funding for the Bridge Preservation Plan will come from the Bridge Preservation Fund, managed by the Town of Lake Lure, and from private donations, public fund-raising and grants generated by the Friends of the Lake Lure Flowering Bridge through their nonprofit corporation, Lake Lure Flowering Bridge, Inc.

Approved: (date) _____

Lake Lure Flowering Bridge

Projected Budget

2011 – 2012

Projected Expenditures

Design Stage

Site Analysis, concept design, erosion control, structural design, landscape design, color renderings	\$ 9,400
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Construction Documents

Site design, erosion control, Gateway Monument design, irrigation and drainage design, lighting plan, etc.	17,000
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Initial Construction costs	25,000
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Operating Expenses and Marketing	10,000
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\$61,400+*

(*The bridge was inspected and repaired in 2011 by NCDOT, however, future budgets will need to plan for inspections, maintenance and repairs.)

Projected Income

Friends of the Bridge donations	\$ 20,000
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Bridge Preservation Fund	20,000
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Lake Lure Flowering Bridge, Inc. – grants	?20,000?
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\$ 60,000



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Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 828/625-9983 • FAX 828/625-8371

MEMORANDUM

To: Mayor & Town Council
From: Sam A. Karr, Finance Director *SAK*
Subject: Budget Adjustment-Bridge Capital Preservation Fund
Date: January 4, 2012

As you all are aware, the Town received \$120,000 from NC DOT to take over old bridge #7 on HWY 64-74 as owners. Part of the agreement was that the town will provide a preservation plan and preserve, maintain and repair the bridge as long as it is feasible and prudent to do so. We have already allocated \$10,000 in the operational budget, but would need an additional \$10,000 to cover the design and construction expenses that will be incurred this fiscal year (\$20,000. total).

If council agrees, a motion to **move \$10,000 from the Bridge Preservation Reserve Fund (Fund#25) into the General Fund Capital Outlay-Bridge Beautification (#10-80000-584)** is needed. After this amendment, the Bridge Preservation Reserve Fund will have a balance of \$100,000.

If you have any questions, please free to contact me.

Xc: Chris Braund, Town Manager
Julie Scherer, Accountant

STATE OF NORTH CAROLINA	}	Transfer of Ownership
	}	Agreement for NCDOT
COUNTY OF RUTHERFORD	}	Bridge No. 7

THIS AGREEMENT (hereinafter, "Agreement") is made and entered into on the date herein below last written, by and between **the TOWN OF LAKE LURE**, (hereinafter, the "Recipient") and **the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**, (hereinafter, "NCDOT"), an agency of the State of North Carolina, and collectively referred to hereinafter as the Parties.

WITNESSETH THAT

WHEREAS, Bridge No. 7 in Rutherford County on US 64 over the Broad River, a closed spandrel concrete arch bridge with a length of approximately 158 feet, has been determined eligible for the National Register of Historic Places; and

WHEREAS, Bridge No. 7 has historic value, and its proposed continued use as a pedestrian and/or bike facility is compatible with the Parties' goals of long-term historic preservation; and

WHEREAS, NCDOT plans to replace Bridge No. 7 with a new structure as part of Transportation Improvement Program (hereinafter, "TIP") Project B-4258; and

WHEREAS, this Agreement is made pursuant and contingent to TIP Project B-4258 letting to construction; and

WHEREAS, the NCDOT has agreed to transfer and the Recipient has agreed to accept ownership and maintenance of the existing Bridge No. 7 in Rutherford County upon the terms and conditions provided hereinafter; and

WHEREAS, transfer of ownership of Bridge No. 7 to the Recipient will not be effectuated until construction of the new bridge is complete and the bridge is open to and carrying traffic; and

NOW, THEREFORE, in consideration of the recitals above and for good and valuable consideration, the benefits of which flowing to the Parties from each other, the receipt of which is hereby acknowledged, NCDOT hereby agrees to transfer and the Recipient hereby agrees to accept title to Bridge No. 7 in Rutherford County conditioned upon the following terms and conditions:

1. At the request of the Recipient, the NCDOT shall leave the existing Bridge No. 7 over the Broad River in place to accommodate a bicycle and/or pedestrian facility. Upon completion of the new bridge (TIP Project B-4258), and after acceptance of said project by the NCDOT and its contractor, the NCDOT shall, at no cost to the Recipient, convey ownership of the existing Bridge No. 7 over the Broad River in an "as is" condition to the Recipient through use of a Quit Claim Deed. The NCDOT will make a "best faith" effort not to adversely impact the condition of the existing bridge.
2. The existing Bridge No. 7 shall be utilized as a thoroughfare for pedestrian and bike use only. Motor vehicular access shall be limited to either official maintenance of said bridge or as necessary and appurtenant to special events or festivals approved by the Town Council, which special events or festivals may require or involve the use of motor vehicles, carts, booths, displays, tents and other vehicles utilizing the bridge for purposes affiliated with said special event or festival, but such use of motor vehicles, carts, booths, displays, tents and other vehicles shall be only for the duration of the special event or festival and any reasonable and necessary period in advance and after said special event or festival.
3. The Recipient will be responsible for insuring it has legal access to the existing Bridge No. 7 after ownership is transferred. NCDOT may quitclaim to the Recipient its interest in a portion of the right of way that will no longer be needed after completion of TIP Project B-4258, but makes no express or implied representations or warranties as to title to that property.
4. At the time of transfer of the title of Bridge No. 7 to the Recipient, NCDOT will furnish the Recipient with a current Bridge Inspection Report for the bridge. NCDOT makes no express or implied representations or warranties with regard to Bridge No. 7 or said Bridge Inspection Report and Recipient shall not rely upon said Bridge Inspection Report to the detriment of NCDOT. In addition, the Department agrees to address the deficiencies from the report prior to the transfer of the Bridge and to provide the Recipient written documentation of how each deficiency was addressed.
5. Upon the Recipient accepting ownership of the existing Bridge No. 7, the NCDOT shall submit the estimated demolition cost of \$120,000 to the Recipient to be used as a bridge preservation fund. Payment shall be made in one final payment within thirty days of transfer of ownership. Said payment to the Recipient shall be used by the Recipient solely for the rehabilitation, repair, and maintenance of existing Bridge No. 7 under the stipulations of a historic bridge preservation plan.

6. The Recipient will prepare a historic bridge preservation plan to guide the long-term preservation of the bridge. The preservation plan will be submitted to, reviewed, and approved by NCDOT prior to the transfer of the bridge preservation fund.
7. During the first ten years of ownership, the Recipient will submit (every two years) to the NCDOT and Federal Highway Administration a financial statement reporting the use and status of the bridge preservation fund. The State of North Carolina and FHWA reserve the right to audit the bridge preservation fund during and after the ten year period until the fund has been exhausted.
8. The Recipient shall be responsible for preparing and filing with all applicable governmental agencies and entities the appropriate notices and applications required for any permits that may be necessary under this Agreement.
9. The Recipient shall provide and maintain adequate signage and other devices when conducting operations on or near North Carolina roads or highways in conformance with the Manual on Uniform Traffic Control Device.
10. The Recipient, at no expense to the NCDOT, shall be responsible for providing all light standards, fixtures, equipment, and electricity for any proposed lighting along the bridge.
11. The Recipient will preserve, maintain, and repair Bridge No. 7 and keep intact the historic fabric of the bridge as necessary for as long as it is feasible (including economically feasible) and prudent to do so. In addition the Recipient agrees to obtain prior approval from the North Carolina Historic Preservation Office before any alteration, modification, or construction to said bridge. Such obligation shall ensure to all successors and assigns of Recipient.
12. As part of the terms and conditions of this Agreement, the Recipient and its successors, assigns and guarantors, agree to indemnify, defend, reimburse, and hold harmless NCDOT, the Federal Highway Administration and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all damages and liability arising from the maintenance and operation of Bridge No. 7. The Recipient will assume all future legal and financial responsibility for Bridge No. 7.

IN TESTIMONY WHEREOF, the Parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

EXECUTED by the NCDOT this 1st day of September, 2010

SEAL: NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

By: [Signature]
~~XXXXXXXXXX~~ Virgil Pridemore
Manager, Right of Way Branch

EXECUTED BY the Recipient this 10th day of August, 2010.

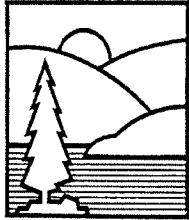
SEAL: TOWN OF LAKE LURE, NORTH CAROLINA

TOWN OF LAKE LURE
By: [Signature]
Name: ROBERT M KEITH
Title: MAYOR

Attest: [Signature]
TOWN CLERK



Agenda Items: 10c



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TOWN OF LAKE LURE *Community Development Department*

MEMORANDUM

TO: Town Council
FROM: Suzy Smoyer, Planner
DATE: January 4, 2012
RE: Resolutions authorizing grant applications

We have three grant applications that require Town Council approval. The Town recently submitted a grant application for matching funds to develop an Asset Management Plan. Staff is also in the process of submitting two grant applications for the Buffalo Creek Park. Please see the following summaries of these projects, each grant application, the amount requested and the required match.

Rural Center Planning Grants – Town of Lake Lure Asset Management Plan

On October 30, 2011, the Town submitted an application for a planning grant from the Rural Center for a dollar for dollar match to assist the Town with the consulting fees to develop an Asset Management Plan. The total project will cost \$21,000.00 (\$20,000.00 for consulting fees and \$1,000.00 available for grant administration). The grant request is \$10,500.00, with a Town match of \$10,500.00. The Lake Lure Asset Management Plan (Plan) will improve the rigor with which the Town of Lake Lure (Town) manages, maintains and replaces assets, including critical infrastructure...and budgets for the associated costs. The Plan will allow the Town to assess the condition and life expectancy of our assets and properly plan for their maintenance and/ or replacement through a methodical, bottom-up assessment. The Asset Management Plan will feed into the Capital Improvement Plan, which will be vital for effective management, financial planning, regulatory reporting, and grant qualification. The Plan will be a long-term strategy that will guide management of the Town's physical assets in the most fiscally responsible and beneficial manner. Please approve the attached resolution supporting the grant application.

Buffalo Creek Park and Trail System

In 2010, the Town was awarded a grant to purchase a 200-acre undeveloped property on the north side of the Town for a public park. The Carolina Mountain Land Conservancy (CMLC), instrumental in this acquisition, also acquired an adjacent 1,300 acre property. These properties were formerly part of the Grey Rock Subdivision. CMLC and the Town of Lake Lure are working together to create mountain bike and hiking trails on these properties. Both the Town of Lake Lure and CMLC have hired Trail Dynamics, professional trail designers, to complete a feasibility study for each tract of land. The Town has also hired Trail Dynamic to complete the final design, which will be completed in the coming months. The Town of Lake Lure is actively seeking grants to support construction of the trail system. On January 31, 2012, The Town will submit two grant applications: the North Carolina Recreation and Trails Program (RTP) and North Carolina Parks and Recreation Trust Fund (PARTF).

RTP Grant- The Town prepared a pre-application for the Recreational Trails Program in December of 2011. The Town was recently invited to submit a full application. The RTP grant allows for a maximum of \$75,000.00 request with a required 25% match. The anticipated available funds are \$700,000.000. The Town is requesting \$75,000.00. The Town would like to match this grant with PARTF funds and Town funds as further outlined below.

PARTF Grant- The PARTF Grant is a dollar for dollar matching grant program. The Town is requesting \$85,000.00, proposing to match the funds with \$75,000.00 from the RTP grant and the \$10,000.00 of Town funds spent on planning documents. The PARTF grant allows for a 5% contingency fund, which is built into the cost estimate below. The following is a breakdown of the requested funds from the PARTF Grant.

Project Costs - Buffalo Creek Trail System

Project Elements (Include specific units - sizes, numbers, lengths, etc. - for each item.)	Unit	Unit Cost	Total Item Cost
Development Costs			\$152,000
Contingency (not to exceed 5% of the cost to develop the project)	5%		\$8,000
Site planning, preliminary design (Feasibility Study and Final Design)	6.6%	\$10,000	\$10,000
Total Project Cost			\$170,000
Total PARTF Grant Request			\$85,000
Local Match (RTP Grant request \$75,000, plus \$10,000 from Town of Lake budget spent on planning documents)			\$85,000

Please approve the attached draft resolution for the Recreational Trail Program application and the attached PARTF application form. It should be noted that if we are awarded one of the above grant, and not the other, we may not have the necessary match. In which case, Council can make the decision to accept the grant and appropriate additional matching funds to the project, or to turn down an awarded grant.

To summarize, Staff is recommending that Town Council approve the following documents:

- a. Authorizing Resolution for the Rural Center Planning Grant – Asset Management Plan
- b. Authorizing Resolution for the Recreational Trails Planning Grant
- c. NC Parks and Recreation Fund, Basic Facts and Assurances Form

RESOLUTION NO. 12-01-10

**TOWN OF LAKE LURE
RESOLUTION AUTHORIZING RESOLUTION BY GOVERNING BODY OF
THE APPLICANT**

Planning Grants Program

WHEREAS, the North Carolina Rural Economic Development Center, Inc. (Rural Center) has authorized the awarding of grants from appropriated funds to aid eligible units of government in financing the cost of planning activities needed to address current critical public health and environmental concerns related to water and wastewater infrastructure; and

WHEREAS, the Town of Lake Lure needs assistance in financing a planning project that may qualify for Rural Center funding; and

WHEREAS, the Town of Lake Lure intends to request grant assistance for the Town of Lake Lure Asset Management Plan from the Planning Grants Program;

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

That Town of Lake Lure has committed local funds in the amount of \$10,500.00 to the project, and will arrange financing for all remaining costs of the project if approved for a grant.

That Chris Braund, Town Manager and successors so titled, is hereby authorized to execute and file an application on behalf of Town of Lake with the Rural Center for a grant to assist in the Town of Lake Lure Asset Management Plan.

That Suzy Smoyer, Planner or Chris Braund, and successors so titled, is hereby authorized and directed to furnish such information as the Rural Center may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

That the Town of Lake Lure has substantially complied or will substantially comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this 10th day of January 2012.

Bob Keith, Mayor

ATTEST:

Andrea H. Calvert, Town Clerk

(Seal)

**N.C. Parks and Recreation Trust Fund (PARTF)
2011-2012 Basic Facts and Assurances**

Local Government Name: Town of Lake Lure	County: Rutherford
Federal Employer I.D. Number: 56- 6001261	
Local Government's Contact Person: Name: Ms. Suzy Smoyer Title: Planner Address: PO Box 255 City/State/Zip: Lake Lure, NC Telephone: 828-625-9983 x115 E-mail: psa@townoflakelure.com	Local Government Manager: Name: Mr. Chris Braund Title: Town Manager Address: PO Box 255 City/State/Zip: Lake Lure, NC 28746 Telephone: 828-625-9983 x101 E-mail: townmgr@townoflakelure.com
Chief Elected Official: Name: Mr. Bob Keith Title: Mayor Address: PO Box 255 City/State/Zip: Lake Lure, NC 28746	Type of project: <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Development <input type="checkbox"/> Acquisition and Development
Site Control: <input checked="" type="checkbox"/> Owned by local government <input type="checkbox"/> Owned by school board <input type="checkbox"/> Leased by applicant for 25 years or more <input type="checkbox"/> Easement	Costs rounded to nearest dollar: PARTF funds requested: <u>\$85,000.00</u> Local government's matching funds: <u>\$85,000.00</u> Total cost of project <u>\$170,000.00</u>
Recreation Resources Service (RRS) regional consultant: LuAnn Bryan	
Short title of project: Buffalo Creek Trail System	
Provide a brief description of the project: Six miles of mountain bike/ hiking trails on 200 acre property, with trailhead and picnic facilities.	
<p>Approval by local governing board: (The local governing board must approve this certification.) I hereby certify the information contained in the attached application is true and correct and the required dollar-for-dollar matching funds will be available during the project period.</p> <p>Adopted this day of (give date):</p> <p>Chief Elected Official: _____ <u>Bob Keith, Mayor</u> (Print or Type Name and Title) (Signature)</p> <p>(For applications sponsored by two or more local governments, or a local government and school administrative unit, one copy of this form must be completed and signed by each applicant. One of the local governments must be identified as the primary sponsor in the "Applicant" section at the top of this page.)</p>	

RESOLUTION NO. 12-01-10A

TOWN OF LAKE LURE AUTHORIZING RESOLUTION

RECREATIONAL TRAILS PROGRAM- BUFFALO CREEK TRAIL SYSTEM

WHEREAS, the North Carolina Recreational Trails Program has reviewed a pre-application for the Buffalo Creek Park and has invited the Town of Lake Lure to submit a formal application; and

WHEREAS, the Town of Lake Lure needs assistance in financing the construction of the Buffalo Creek Trail System; and

WHEREAS, the Town of Lake Lure intends to request grant assistance for the Buffalo Creek Trail System from the Recreational Trails Program;

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

That the Town of Lake Lure supports funding a 25% match to complete the proposed project.

That upon being awarded the Recreational Trails Program Grant, the Town of Lake Lure is committed to completing the project within two years.

That Chris Braund, Town Manager and successors so titled, is hereby authorized to execute and file an application for the Buffalo Creek Trail System on behalf of Town of Lake.

That Suzy Smoyer, Planner or Chris Braund, and successors so titled, is hereby authorized and directed to furnish such information as the Recreational Trails Program may request in connection with an application or with the project proposed; to make assurances as contained in the application; and to execute such other documents as may be required in connection with the application.

That the Town of Lake Lure has substantially complied or will substantially comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this 10th day of January 2012.

Bob Keith, Mayor

ATTEST:

Andrea H. Calvert, Town Clerk

(Seal)

