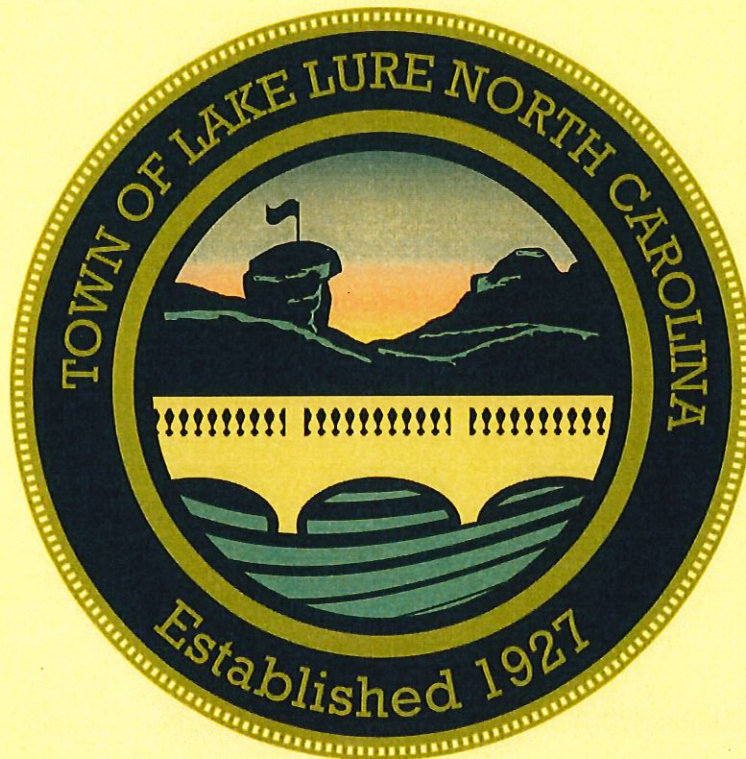


LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, March 10, 2020



**Mayor Carol C. Pritchett
Mayor Pro Tem John Moore
Commissioner Patrick Bryant
Commissioner David DiOrio
Commissioner John Kilby**



REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL

March 10, 2020

5:00 p.m.

Lake Lure Municipal Center

AGENDA

- I. Call to Order
 - Invocation
 - Pledge of Allegiance
- II. Agenda Adoption
- III. Mayor's Communications
- IV. Chamber Communications – Laura Doster
- V. Town Manager Communications
 - Hydro
 - Dam
 - Dam Bridge
 - Sewer
 - Dredging
 - New Marina/Boardwalk
- VI. Council Liaison Reports and Comments
- VII. Public Comment: The public is invited to speak on any non-agenda and/or consent agenda topics. Comments should be limited to less than five minutes.
- VIII. Consent Agenda
 - A. Adoption of the February 11, 2020 Regular Meeting Minutes and the February 26, 2020 Special Work Session Minutes
 - B. BA# 270 – Small Generator Repairs
 - C. BA# 271 – Insurance Carrier Requirements
 - D. BA# 272 – Lake Lure Dam Work Order No. 4 Proposal

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March 10, 2020

E. Suspension of the Peddler's Ordinance for the 12th Annual Hickory Nut Gorge Sale on the Trail Event

F. Resolution No. 20-03-10 Amending the South Mountains Regional Hazard Mitigation Plan

IX. Unfinished Business

X. New Business

A. Lake Lure Adventure Company Concession Agreement

XI. Closed Session in Accordance with G.S. 143-318.11(a) (3) for the Purpose of Discussing Legal Claims

XII. Adjournment

IV
CHAMBER
COMMUNICATIONS

LAURA DOSTER



2019/2020 MOU – Town of Lake Lure

March 10, 2020 Update

Secure Funding for Economic Development Opportunities

- Meeting on 2/18/20 w/NC Dept. of Commerce – Ann Bass – Appalachian Regional Community Economic Development Planning – Western Region. Identified gaps of services and accommodations. Ann compiling economic report on how to get our Lake Lure main street started, defining our visitor experience, developing workforce housing. Follow up communication scheduled for 3/4/20.
- Continue work to create 501(c) 3 for Chamber of HNG to increase “charitable” opportunities for grants/fund availability.
- Meeting 3/5/20 with interested parties to build a Community Center.

Expand Commercial Tax Base in Town Limits

- Communication w/Mary Thompson on 3/3/20 of Ingles Real Estate Division – facilitating meeting with VP of RE to discuss expansion of Lake Lure facility.
- Chamber Workshop Panel – one of four scheduled for 3/27, 2-4pm at Town Hall - How to have a successful business in Lake Lure, panel discussion.
- Started design and composition of “Welcome to Lake Lure” packet. Includes how to have a successful business in Lake Lure – list of goods and services gap as identified in Arnott Muldrow Study, available sites/properties for purchase.
- Discussions with ARC about creating a “Community Investment Fund” for “Summer” residents to invest to support covering gaps in services.

Strengthen Businesses through Enhanced Tourism

- Committee Meetings and Project Plans implemented for Sale on the Trail, Dirty Dancing Festival, Holiday Gala, Olympiad – both June Swim and August 3 day event.
- Discussions started with key players to establish Holiday Hallmark Events for Thanksgiving through New Year. Meeting 3/4 with Pyrotechnic Company about pricing and logistics for a possible New Year’s Eve fireworks. Quote expected week of 3/23/20.
- Hosting Western North Carolina Chamber of Commerce Association of Executive’s April 2 & 3. Twenty Chamber Executives visiting for 2 days. Esmeralda Inn will host with rooms and conference facility. Lake House is hosting dinner Thursday night. Mayor Pritchett and O’Leary to welcome group Thursday afternoon. All guests provided with list of “things to do, places to see” while in The Gorge.
- “Themed” marketing campaign posted on social media, website and publications for Valentine’s, St. Patrick’s Day and Easter and upcoming Spring events.
- NCRetire – new direction is being discussed that encompasses a broader audience span. To define what type of retirees, workforce, millennials, etc. This is working with Rutherford County TDA and all communities in Rutherford County. Meeting scheduled for 3/18/20 at TDA offices.

- **Meeting 3/6/20 with park and community leaders regarding communications and resources available to community regarding the Coronavirus.**

Market Town Events

- **Continue to market all Town events, profit and non-profit organizations - on Chamber website calendar, Facebook and a weekly e-blast to all members of “upcoming weekly events”**
- **LLCA Music Festival – on committee promoting event and gaining sponsorships**
- **Market Flowering Bridge events and themes.**

V

TOWN MANAGER COMMUNICATIONS

- Hydro
- Dam
- Dam Bridge
- Sewer
- Dredging
- New Marina/Boardwalk



Town Manager's Report – Submitted March 2020

Town of Lake Lure Projects Updated: February 24, 2020 @ 7:00 AM							
Community Development	%	Public Works	%	Parks, Recreation & Lake	%	Town Manager	%
Farmers Market	10	Replace Dam Intake Tower Gate Hoist	25	Boys Camp Road Campground Construction Drawings	0	Strategic Communication Plan	75
Workforce Housing Partnership Project	10	Remove solids from WWTP	0	Boys Camp Road Campground Construction	0	Dam Evaluation	55
Potential Land Donation-Hawkins	10	Lights on Pool Creek Bridge	0	PARTF Grant - Boys Camp Road Campground Development	60	Dam Rehabilitation Options Cost Assessment	80
Cell Phone Tower Project	0	Get Engineering certificate for sewer projects to DEQ from 2002-2004	75	Docks for new boat ramp	20	Dam Rehabilitation Design Drawings	5
Duck Cove Property-DEMOLITION (10/8/19 TC Meeting)	0	Dealing with NCLM over Hydro insurance	90	Golf Course re-develop study	0	Dam Construction	5
Welcome Center Renovation/Restrooms Construction	0	Install Fuel tank at Public Works	50	Marina Phase II funding	0	New Sewer System Design Drawings	5
Event Lawn - Potential Public/Private Partnership	45	Purchase Dump Truck Public Works	90	Amphitheater funding	0	New Sewer System Construction	5
Westside Connector Plan	10	FFC-CRV Water System Inter Connect Study (WR)	75	Boardwalk Replacement/Marina Expansion - Construction	20	New Sewer System ER/EID	5
Training - DER S	75	Repair lower Turbine Bearing on big Generator	100	2020 Marina Dredging	100	Bridge at Dam	5
Highlands HOA/Odom Engineering, ToLL, NCDEQ/DWQ roundtable remediation planning	50	"Your Speed Is" sign project in conjunction with Community Development	100	Planning for new Boat ramp at Marina	100	Budget & CIP FY 20-21	15
Welcome Center Renovation/Restrooms RFP	70	CRV, FireFly Cove, ToLL H2O interconnect in conjunction with Public Works	75	Shoreline Survey	100	Hire Hydro Plant Director	100
Downtown Access design for future egress from CRP on Lago Vista (ToLL, NCDOT, NCPS, Isothermal COG RPO, Proctor Road Residents, Lake Lure Prop.)	0	Small Generator Repair	65	Create Monetization Schedule for P&R Assets and Facility	75		
Morse Park Pond Permit - USACE & NCDEQ	0	Hire for Street/Sewer Dept Supervisor	100	Construction Of new boat ramp	100		
CRV, FireFly Cove, ToLL H2O interconnect in conjunction with Public Works (Firefly folks currently vetting final formal easement)	99.5	Install e-stops for Valves at Hydro	50	2020 Lake Dredging Main Channel and river when lake returns to full pond	0		
		Inspect Sewerline on lake before water comes up	100	Planning for maintenance transition of Weed Patch trail system	10		
		Hydrelectric Plant Online	100	Seeking private partnership for development of ampitheater/band shell	0		
				Dredge Morton property	10		
				Welcome Center Renovation Restrooms/RFP	70		
				Fee schedule developed by category and applied consistently	25		
				Lake Lowering 5 - 7 year schedule	75		

Fire	%	Finance	%	Communications/Grants/Events	%	Police	%
Fire Station Expansion Construction Drawings	55	Secure Financing - Dam Renovation - USDA Loan	35	Communications		Get Charging station at reserve cars	10
Training Burn/House Burn at the intersection of Memorial Hwy and Hwy 9	50	Secure Financing - Sewer Replacement	0	Assist with Strategic Messaging Campaign - awaiting prioritization on our Project List.	75	events calendar for 2020	0
Fire Station Expansion Construction	0	Secure Financing-Fire Building/LGC	0	Work with UAB to develop Editorial on the plans for the Sewer System when timing is right.	20	Order new vehicle	95
Hydrant Repair - Sunset Reserve - Lure Ridge Drive	80	Secure Financing - Welcome Center	0	Interview Web Masters to replace current website.	25	Hire new officer	100
Annual Review of Preplans	100	Cross Training Program (Amy, Sha'Linda & Linda)	70	Mayor/TM Meeting Presentation for 2/20/20	100	Develop communication policy	65
Live Fire Training Memorial Hwy and Hwy 9	70	NCDEQ Silt Grant/Qtly Reimburse	70	Grants		Lake schedule for reserves 2020	0
Firefighter Training/ Get new staff current on SOG's	30	Vehicle Financing	75	Review Div of Water Grant Opportunities with Kurt Wright, David Arrowood, and Withers Ravenel. We will pursue grant opportunities in 2020.		Schedule state mandated training for 2020	50
Complete State Grant	25	Budget Materials distributed	100	Assess future Grant Opportunities	25		
Annual Physicals For all Firefighters Police and Town Staff	10	Budget meetings with department heads	0	Hold Meeting with Dogwood Health to assess if the Leverage Fund may provide funding opportunities for Lake Lure Infrastructure projects.	100		
Bouldering Competition	40	Budget Revenue Estimates	0	Reach out to the Golden LEAF Foundation to see if their organization might provide opportunities for future funding for Lake Lure Infrastructure projects.	100		
				Events			
				Develop Cost/Benefit Analysis on all local 2019 Events. Disseminated list and forwarded to LLFD, LLPD, PWD, PRLD for review on 12/27/19. Shared respective overview with Event Owners 1/26/20 (Chamber, HNGO, LLTours/Inn, Olympiad) Incorporated costs. Presented draft at TC Workshop 1/28/20.	100		
				Develop Events Calendar for 2020 once Town Council confirms Town Events.	100		
				Plan Ring in Spring Event for 4/25/20 with the Flowering Bridge Board and the LLCA.	25		
				Confirm Town Council recommendations regarding events following TC 2/11/20 to event owners.	0		

Progress

	<50%
	50-99%
	100%
	On Hold

February Activities

- Interviewed person for Dam & Hydro Director position, 2/3
- Interviewed person for Public Works position, 2/4
- Conference call with USDA, 2/11
- Attended Town Council Meeting, 2/11
- Conference call with LaBella & DEQ, 2/12
- Staff Meeting to discuss application , 2/12
- Conference Call with WR to discuss Budget, 2/13
- Meeting with Charlie Mierek, PWD, Town Engineer, Comm. DiOrio, 2/18
- Conference Call with LaBella, 2/19
- Conference Call with William Morgan, 2/19
- Met with County Manager to discuss Sewer Collection System in CRV, 2/20
- Interviewed person for position opening, 2/21
- Lunch with new employee, 2/26

C. Shannon Baldwin

3/4/20

Town Manager

Date

All:

Please find attached February's Finance Report with detailed revenues and expenditures.

Items of interest for February:

- Tax Revenues are coming in and should be posted to date.
- Finalized three vehicle loans and waiting to close on another two as they have been ordered.
- General revenues and expenditures have been in-line with our estimates to date.
- Operationally, Water/Sewer Fund are within pro-rata estimates
- Hydro-electric Fund has lost \$781,554 to date. Hopefully, the large generator can start producing soon.
- Operational budget meetings with department heads are scheduled next week.

Let me know if you have any questions.

Thanks for your time-

Sam A. Karr

Finance Director

2948 Memorial Highway

Lake Lure, NC 28746

Office: 828.625.9983, Ext. 102

Web: townoflakelure.com

Facebook: www.facebook.com/townoflakelure



Town of Lake Lure

67%



Monthly Financial Summary Report as of: 2/29/2020

Revenues in excess
of Expenditures

General Fund					General Fund					General Fund	
	Annual	Month	Annual	Y-T-D %		Annual	Month	Annual	Y-T-D %	Annual Budget	
Revenues:	Budget:	To Date:	To Date:	Collected	Expenditures:	Budget:	To Date:	To Date:	Spent	Month To Date	
Taxes	\$ 3,007,042	\$ 534,737	\$ 2,289,650	76.14%	Governing Body	\$ 32,300	\$ 1,579	\$ 20,789	64.36%	Annual To Date	\$ 738,611
State Shared Revenues	\$ 1,482,930	\$ 116,974	\$ 1,342,824	90.55%	Administration	\$ 796,751	\$ 80,868	\$ 516,115	64.78%		
Lake & Tours	\$ 506,750	\$ 51,080	\$ 224,082	44.22%	Central Services	\$ 95,150	\$ 8,276	\$ 66,124	69.49%		
Beach & Marina	\$ 206,500	\$ 33,400	\$ 167,358	81.05%	Police	\$ 762,697	\$ 51,602	\$ 503,168	65.97%		
*Miscellaneous Revenues	\$ 458,222	\$ 261,189	\$ 352,268	76.88%	Fire	\$ 840,239	\$ 38,740	\$ 601,196	71.55%		
Land Use Fees	\$ 27,900	\$ 980	\$ 20,857	74.76%	Sanitation	\$ 228,200	\$ 18,768	\$ 150,816	66.09%		
Loan Proceeds	\$ 1,768,000	\$ -	\$ 1,100,000	62.22%	Public Wrks	\$ 470,170	\$ 28,190	\$ 317,352	67.50%		
Transfers	\$ 357,810	\$ -	\$ 240,000	67.07%	Economic Development	\$ 110,297	\$ 6,038	\$ 77,102	69.90%		
Total:	\$ 7,815,154	\$ 998,360	\$ 5,737,039	73.41%	Community Development	\$ 230,516	\$ 16,201	\$ 128,645	55.81%		
*Miscellaneous Revenues					Beach and Marina	\$ 17,500	\$ 769	\$ 10,957	62.61%		
Interest, Beer & wine, Fire Tax, ABC					Golf	\$ 106,000	\$ 177	\$ 81,485	76.87%		
Facilities Rentals, Grants, Sale of					Parks, Rec., Lake	\$ 883,179	\$ 59,389	\$ 510,124	57.76%		
Assets, Misc., Town Promo, Copies					Capital Outlay	\$ 2,088,446	\$ 2,109	\$ 1,269,980	60.81%		
Recycling Collections					Debt Service	\$ 686,489	\$ 180,168	\$ 370,448	53.96%		
Received-Not Posted Yet					Non Governmental	\$ 136,000	\$ -	\$ 130,365	95.86%		
					Transfers	\$ 331,220	\$ -	\$ 243,762	73.60%		
					Longevity	\$ -	\$ -	\$ -	#DIV/0!		
					Contingency Reserve	\$ -	\$ -	\$ -	#DIV/0!		
					Total:	\$ 7,815,154	\$ 492,874	\$ 4,998,428	63.96%		

Water & Sewer Fund					Water & Sewer Fund					Water & Sewer Fund	
	Annual	Month	Annual	Y-T-D %		Annual	Month	Annual	Y-T-D %	Annual Budget	
Revenues:	Budget:	To Date:	To Date:	Collected	Expenditures:	Budget:	To Date:	To Date:	Spent	Month To Date	
Water & Sewer charges	\$ 1,190,000	\$ -	\$ 824,434	69.28%	Water	\$ 183,812	\$ 9,885	\$ 116,446	63.35%	Annual To Date	\$ 216,528
Taps & Connection fees	\$ 10,000	\$ -	\$ 6,930	69.30%	Sewer	\$ 707,287	\$ 33,214	\$ 449,864	63.60%		
Interest & Transfer Fees	\$ 7,750	\$ -	\$ 6,730	86.84%	Capital Projects	\$ 144,900	\$ -	\$ 58,982	40.71%		
Water Tank Rental	\$ 15,000	\$ 1,030	\$ 8,240	54.93%	Debt Service	\$ 128,974	\$ -	\$ 4,514	3.50%		
Transfer from Fund Balance	\$ 62,351				Transfer to Fund	\$ 120,128	\$ -	\$ -	0.00%		
Total:	\$ -	\$ -	\$ -	#DIV/0!	Total:	\$ 1,285,101	\$ 43,099	\$ 629,806	49.01%		
	\$ 1,285,101	\$ 1,030	\$ 846,334	65.86%							

Hydro Electric					Hydro Electric					Hydro Electric	
	Annual	Month	Annual	Y-T-D %		Annual	Month	Annual	Y-T-D %	Annual Budget	
Revenues:	Budget:	To Date:	To Date:	Collected	Expenditures:	Budget:	To Date:	To Date:	Spent	Month To Date	
Power Generation	\$ 600,000	\$ (1,063)	\$ 118,490	19.75%	Operations	\$ 485,480	\$ 99,497	\$ 289,689	59.67%	Annual To Date	\$ (781,554)
Interest	\$ 1,500	\$ -	\$ 1,032	68.80%	Transfer to General Fund	\$ -	\$ -	\$ -			
FEMA Reimbursement	\$ 70,000			0.00%	Transfer to Silt Reserve	\$ -	\$ -	\$ -	#DIV/0!		
Transfer from Fund Balance	\$ 638,097	\$ -	\$ -	0.00%	Cap. Outlay/Special Proj.	\$ 824,117	\$ (3,327)	\$ 611,387	74.19%		
Total:	\$ 1,309,597	\$ (1,063)	\$ 119,522	9.13%	Total:	\$ 1,309,597	\$ 96,170	\$ 901,076	68.81%		

Cash & Investment Position			Capital Funds		Comments / Items of note	
Carolina Trust Bank				Balance to Date		
General Fund	\$	3,164,415	Capital Res. Fund	\$ 179,532		
Water & Sewer	\$	164,010	Silt Res. Fund	\$ 64,265		
Includes Greenline & Low Pressure			Marina Brdwa	\$ 612,820		
Hydro	\$	142,431	Bridge Pres. Fund	\$ 75,000		
Total:	\$	3,470,856				
NC Capital Management Trust						
General (Cash)	\$	219,313				
Water & Sewer	\$	8,089				
Hydro	\$	26,395				
Total:	\$	253,797				
Total Cash and Investments:	\$	3,724,653				

**NAME:**

Development and Environmental Review Specialist, Mitchell L. Anderson
Community Development Director, (Vacant)

DEPARTMENT:

Community Development

REPORT DATE:

February 29, 2020

PREPARED FOR

Town Manager/Town Council

I. ACCOMPLISHMENTS**1. Zoning Administration/Code Enforcement**

Certificate of Zoning Compliance Issued	4
Certificates of Zoning Compliance Denied	0
Certificates of Occupancy Issued.....	1
Vacation Rental Operating Permits Issued.....	0
Permanent Sign Permits Issued (0) Temporary (14)	14
Complaints Logged	0
Complaints Investigated	0
Notices of Violation Issued	0
Civil Penalties Issued	0
Stop Work Orders Issued.....	0
Improperly Posted Address Notifications Issued	0
Abandoned/Dilapidated Structures Cases Open.....	0 (0 closed by demo)
BOA Hearings Processed	0
Demolition Permits Issued	0
VROPs Active to Date.....	350

2. House/Modular/Heavy Load Moves Through Town..... 0**3. Environmental**

Land Disturbance Permits Issued.	3
Complaints Logged	2
Complaints Investigated	2
Stop Work Orders Issued.....	0

4. Lake Structures/Shoreline Stabilization

Lake Structure Permits Issued	2
Shoreline Stabilization Permits Issued	0
LSAB Hearings Processed	0

5. Subdivision Administration

Preliminary Plat:	0
Final Plat	0
Minor Subdivisions:	0
Exempt Plat Reviews:	0
Lots Approved	0

Review Officer (per GS 47-30):

Plats Reviewed: 0

Plats Approved: 0

6. Grants Administration

Total Grants in Progress:..... .0

II. FOLLOW UP

Communications Enhancements — New Development: Met with Jeb Dominick of GeoNet on January 30, 2020. Mr. Dominick is actively looking at sites for a cell tower in our community. We had a very productive meeting and he left with contact information for the property owners of a few potential sites that were identified. **Update: none**

Sedimentation into Lake/Water Quality Concerns; subwatershed 5-Grey Logs Cove and the Highlands Subdivision —

As you are likely aware, the Town, at the advice of our attorney, has agreed to hold Civil Penalties in abeyance for the opportunity for all parties to meet, sans legal counsel, I am working on a paper entitled “Expectations and Guidelines for the Highlands at Lake Lure Meeting” to distribute to all parties prior to this meeting and it is 80% complete at present. Amy Annino with the State of NC has agreed to review this meeting framework paper and provide insight as to what the State is going to expect/require, also.

Update: The State of NC has reviewed the “Expectations and Guidelines for the Highlands at Lake Lure Meeting” document, but is not willing to sign the document. Amy Annino with the State of NC, Brandee Boggs with USACE, Pete Dickerson with Odom Engineering, Clear Water Environment Consultants, and Highlands HOA have meet at the upper road failure site on 02/26/2020 to discuss aspects of this road failure and what is required to repair and mitigate the impacts it has caused to the unnamed tributary that flow into the lake. Odom Engineering, as a consultant for Highlands HOA, will be providing the Town with plans in the near future. The Town will continue to coordinate with State and Federal agencies to ensure all regulator measures are satisfied.

Isothermal RPO — Submitted a transportation project proposal for consideration. This concerns the proposed use of Lago Vista Drive as future dedicated egress for Chimney Rock State Park and requests the RPO consider making a funded project out of implementing “appropriate elements” of the adopted 2014 Main Street Plan—with a little massaging from the appropriate design professionals. We’ll see how well it scores. **Update: none**

Westside Connector — **No updates at this time.**

Firefly Cove Water Interconnect Easement— Recorded with the Rutherford County Register on January 30, 2020. **Update: none.**

Pre-Construction Notification for the US Army Corps of Engineers (Marina Project)—Evidently the USACE is A-OK with the PCN as submitted as the project falls within the “non-notifying” parameters of the RGP-30 Corps permit for the Lake. It’s a “go” from the USACE! **Update: none**

Welcome Center — At the January 29, 2020 CIP kickoff meeting the decision was made to suspend this project. **Update: none.**

III. OTHER

In addition to construction season being just around the corner, there are a few things upcoming that will require significant focus from the Community Development Department:

- 1) **Update:** The former King Family properties in Rumbling Bald; These properties have been purchased and Community Development Staff has already had one on-site meeting with the new owners on December of 2019 and a second meeting with on February 11, 2020. The new owners are currently working on developing a plan for an outdoor event venue or similar land use that will utilize multiple (new) structures to host weddings/receptions and house guests. The property theme would potentially employ elements of a working farm/agribusiness type-model (maybe or maybe not livestock and poultry). The current R-3 zoning for the property will not support many of these proposed elements without a Conditional Use Permit or a Conditional Zoning District. In the context of multiple structures with residential and commercial assembly occupancies, immediate questions also arise as to sufficiency of potable water for standard use and for fire protection plus the adequacy of current sanitary improvements. Dependent on the property owner's decision, this larger lot may be subdivided to accommodate future single family dwelling structures. Further, it is important for the owners to have communications as to their intentions with their neighbors, as well as the Rumbling Bald/Fairfield management concerning traffic, hours of operation, et cetera
- 2) Voluntary Contiguous Annexation: 718 Buffalo Creek Road. This property is currently in a Rutherford County doughnut hole, and of course is not zoned. As it is separated by "the width of the road" from the Town corporate limits, it is a candidate for a contiguous annexation, and the owners wish to voluntarily pursue this course of action. With Staff guidance through adopted planning documents, The Zoning and Planning Board will need to work on zoning appropriate for the property and those recommendations could be reported to Council and worked into a public hearing concurrent with the annexation request, if desired. William Morgan has been apprised of this upcoming matter and has already prepared some of the documentation necessary.

Update: none

In light of the recent resignation of the Community Development Director, the Town does not have a Certified Floodplain Manager. As an appointed assistant floodplain manager, I (Mitchell Anderson) have attended a week long training course funded by FEMA that provided the necessary knowledge and skills to properly administer the Town's Flood Protection Ordinance. The completion of the CFM exam is still required before receiving the Certified Floodplain Manager credentials.

Overall, the department is currently operating without a director, but is still functioning with reduced capacity. Interviews to fill the CDD director position started on 02/21/2020.



Mitchell Anderson
Development and Environmental Review Specialist



Dean Givens; Parks, Recreation, and Lake Director

DEPARTMENT: Parks, Recreation, and Lake

REPORT DATE:

February 27, 2020

PREPARED FOR:

Town Manager

I. ACCOMPLISHMENTS

1. Boardwalk/Marina construction is underway, first load of docks to be delivered April 7.
2. Dredging complete in the bay for the new Boardwalk/Marina
3. Old boardwalk removed
4. Fence replacement
5. New boat ramp constructed
6. Attended Parks Recreation Director seminar

I. FOLLOW UP

1. Land portion walkways underway
2. Fence painted
3. New docks for new boat ramp

II. OTHER

PR&LD ACTIVITIES:

1. Attended multiple meetings/events:

1. Staff-5
2. LAB-1
3. P&R-0
4. Council-1
5. Marine Commission-0
6. Random-13
7. Boardwalk-8
8. Dredging Contractor-5
9. Permitting for projects-2
10. Dam/hydro/sewer- 2
11. CDD interview process-1

2. Worked on multiple projects:

1. Infrastructures, Dam, sewer etc.
2. New boat ramp
3. Dredging- Marina Bay
4. Marina Project
5. Budget
6. Camp ground
7. Preparing lake and parks for spring
8. Dredging Morton Property
9. Amphitheater grading
10. Parks & Rec Projects
11. Getting lake ready for season

PRC ACTIVITIES:

1. Drafted Memorial Policy for Town files.
2. Consulted with three contractors to receive quotes for campground development.
3. Created boat dock configurations to identify best design for new boat launch.
4. Collected water samples from streams.
5. Participated in trail work day at DWNT.
6. Collected handout information for Rumble Event.
7. Provided display for Rumble and learned more about the sport.
8. Reviewed information for Land and Water Conservation Fund opportunities.
9. Met with Sarah Kopkin from Isothermal Planning Department regarding LWCF.
10. Met with Churchich playground equipment representative for Morse Park upgrade.
11. Created business model for campground.
12. Updated campground design.
13. Reviewed future grant possibilities with Communications Specialist.
14. Compiled information for update of Parks, Recreation, Trails and Open Space plan.

P&R Maintenance Activities:

1. Cleaned roadside, removed all flags.
2. Seeded, fertilized and put straw on the area where a tree was removed in Pool Creek Picnic Park.
3. Met with Laura Krejci about town banners.
4. Pruning in Morse Park Gardens.
5. Working on removing tree volcanos of mulch
6. Cleaned up fence line inside of the beach
7. Equipment maintenance
8. Closed Buffalo Creek Trails.
9. Helped check culverts on town roads during rain event
10. Pruning at Morse Park Gardens
11. Prepared Morse Park for Rumble 2020
12. Clean up area where deck was removed in Morse Park Gardens
13. Took down Library banners.
14. Removed BCP closed signs
15. Cleaned Morse Park after the Rumble. Left in very good condition
16. Pruning in Morse Park
17. Pruning in Morse Park Gardens.
18. Preparing area for Kevin Cooley's memorial bench. In Morse Park Gardens.
19. Met with Garrett concerning the placement of park benches in Morse Park Gardens.

Lake Activities:

1. Picked up supplies for Christmas tree reefs, Buoys and lake
 2. Boat Maintenance
 3. Began lake debris clean up
 4. Maintenance at Parks & Rec office
 5. Bubbler maintenance
 6. Water Testing
 7. Scheduling for dredging this season:
 - Dec-Jan. Marina bay - Complete
 - Jan. Fire Fly Cove and RBR (Not town funded projects) -Complete
 - March- lake back to full pond, Main channel of lake
 - April- Maintenance dredging in-stream
- Fecal testing and Lake D.O. testing is complete for the season and will begin again in the spring.
 - Tributary testing will continue throughout the year.



NAME: SEAN HUMPHRIES

Department: LAKE LURE POLICE DEPT

REPORT DATE:

3/1/2020

CLOSE OUT MONTH:

February 2020

PREPARED FOR:

Town Manager

I. ACCOMPLISHMENTS

- Officer Kortney Burrell was sworn in on February 17th and is currently going through Field Training with Sergeant Umphlett, who will be her shift Sergeant.

Follow Up

- Several people from the TOLL and other agencies attended the Public Records Workshop that was given by the State of NC. This workshop was full of updated instruction on Public Records keeping and dissemination. The Workshop was held in the Town Hall.
- Officers continue their In-Service Training, a part of yearly requirements from the State of North Carolina

II. OTHER

Total Police Activities for Month: **351** (Partial Break-down below)

2	Breaking/Entering/Larcenies	9	Traffic Stops
5	Citations	5	Warning Citations
0	Verbal Warnings	2	Accidents
2	Total Arrests	37	Business Checks
2	Lake – Stranded Boat(s)	7	Disturbance & Domestic Calls
0	Motorcycle Mufflers Checked	6	Residential Alarms Activated
1	Code 20	10	Special Event/School/Town/Chamber
0	Roadside Checkpoints	0	Noise Complaints

Citations – Cumulative Total of Citations: **5** (Hard Copies) (1 Citation may include 2 charges)

Charges Total: 1 – Driving While Intoxicated, 1 – Expired Registration, 1 – No Insurance, 2 – Other Infractions

Arrests – Cumulative Total of Arrests: **2** (1 Arrest may include several charges)

Charges Total: 2- Drug Violations, 1- Driving While Intoxicated, 1- Trespassing

* Public Access of this form may affect the Accomplishments and Follow Up listings due to privacy and cases that continue to be investigated.



Name: Dustin Waycaster

Department: Fire

REPORT DATE:

March 1, 2020

PREPARED FOR:

Town Manager

I. ACCOMPLISHMENTS

- 2-1 Sprinkler and Standpipe training
- 2-2 Fire Boat Maintenance.
- 2-3 UTV Training at the Rumbling Bald Climbing area. MVC Buffalo Creek Rd.
- 2-4 Joint training with LLPD on drug addiction response and resources. Driver Training with volunteer. Medical call-Luther Burbank.
- 2-5 Took Rescue Truck to be serviced.
- 2-6 Weather standby. Flood Event state of emergency for the town. 2500 and 2503 responded to Rutherfordton to assist with pending water rescues. Staff training on stream gauges.
- 2-7 Maintenance and Floor Testing of our Fire Engines.
- 2-10 Worked to remove the pieces of the boom that was stuck in the Retainer gates 2 and 3.
- 2-11 Landing Zone for Medical Helicopter. Shipped some of our dry suits off for repair. Updated Hydrant inspection sheet for 2020.
- 2-13 Monthly In-service and training for all firefighters. Business and training meeting for Lake Lure paid and volunteer staff. Gas Leak call on Yacht Island. Structure Fire on Anglers Way.
- 2-14 Investigate Structure Fire. LLPD and LLFD county Fire marshal.

- 2-15 Bouldering event standby. Fall call at the bouldering event. Medical call at Ingles.
- 2-17 Carryout in Chimney Rock Park.
- 2-18 Medical alarm at Blue Ridge medical. Fire alarm Legends Restaurant in RBR.
- 2-22 Medical call in Chimney Rock State Park Cardiac arrest.
- 2-25 Cleared Brush from around the house that we are going to do a training burn on.
- 2-26 Fire Alarm
- 2-27 Ran two calls for trees down and a Traumatic Injury on Island Creek Rd at LLCA.
- 2-28 Held the Pre-Plan event for the live burn training
- 2-29 Live Burn Training at the intersection of Memorial Hwy and Hwy 9.

II. FOLLOW UP

1. Lake Lure Fire Had 400 total hours of training for the month of February.
2. Lake Lure Fire Ran 24 Fire/Medical/ Rescue calls
3. Wrote 10 Burn Permits

III. OTHER



eso



ANALYTICS
Station Report

53%

FIRE

Percentage of Total Incidents

47%

EMS

Percentage of Total Incidents

32

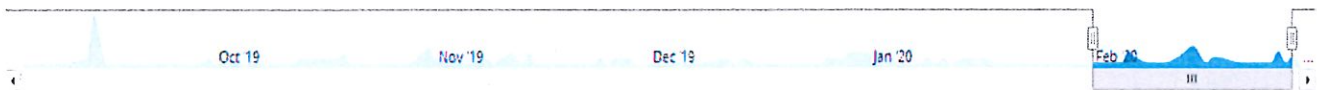
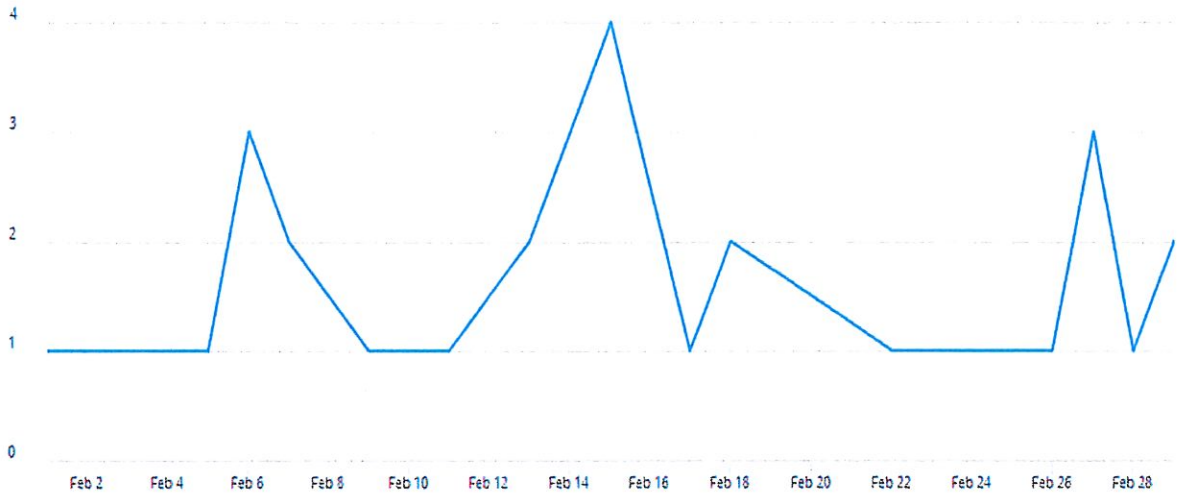
INCIDENTS

In Selected Time Slice

29

DAYS

In Selected Time Slice





Name: David Arrowood

Department: Public Works

REPORT DATE:

February 28, 2020

PREPARED FOR:

Town Manager

I. ACCOMPLISHMENTS

1. 2-26-20 We started Big Generator back up today.
2. Hired new Manager for Hydro Plant.
3. Hired Scott Biddy For Street Dept Supervisor. Scott comes to us from Forest City where he worked for 16years.
- 4.

II. FOLLOW UP

- 1.
- 2.
- 3.

III. OTHER

2-3-20 We went out on lake and checked broken sewerline off Hawthorne Rd. Line was dead.

2-3-20 we did a interview with Dean Lindsey at Hydro for Plant Managers position.

2-5-20 We started replacing wiring for Butterfly Valves at Hydro Plant.

2-6-20 We had a Sewer Overflow at our Pump Station due to heavy rain. We contacted DEQ and will turn in 5 Day reports to State.

2-6-20 We finished installing your Speed Signs at both ends of the beach on Memorial Hwy.

2-7-20 We worked around the clock the last few days dealing with heavy rains and lake levels.

2-10-20 We replaced belts on pumps at Sewer Pump Station.

2-12-20 We went out on Lake to start inspecting Manholes before lake refills.

2-12-20 We made Temporary repairs to boom in front of Dam.

2-14-20 Made repairs to Gate at WWTP.

2-14-20 Met Dale at Golf Course to look at failing pipes through the creek.

2-14-20 We had HST jet rod a sewer line at WWTP.

2-17-20 Scott Biddy started today in Public Works.

2-17-20 We installed flow meter in Chimney Rock Sewer.

2-19-20 Met with Charlie about repairs to Rotor for Small Generator.

2-20-20 We went back on lake to inspect more manholes.

2-20-20 We installed snow plows in preps for possible snow.

2-21-20 Helped with interviews for Brads position.

2-24-20 We worked on limit Switches for Butterfly Valves at Hydro. Valves will operate but limit switches wont work until we change to a different style.

2-24-20 We rolled off big generator today. We will let it turn until all temps and oil pressure is stable before going online.

2-26-20 I took Hoist Company out on Lake today to get measurements for new Hoist.

Name: Laura Krejci

Department: Communications\Events\Grants

REPORT DATE: FEBRUARY 28, 2020

PREPARED FOR: TOWN MANAGER

I. ANALYTICS

1. Facebook Analytics

a. **Posts:** The following information was shared on the Lake Lure Facebook page.

Published	Post	Type	Targeting	Reach	Engagement
02/28/2020 10:09 AM	 TEMPORARY DETOUR 2/29/20: The Lake Lure Fire Department will			2.1K 	193 55 
02/21/2020 8:26 AM	 CENSUS 2020 EMPLOYMENT OPPORTUNITY - APPLY NOW: The			1.2K 	17 2 
02/21/2020 7:34 AM	 DELAYED OPENING: The Town of Lake Lure, NC follows the Rutherford			1.5K 	36 22 
02/21/2020 7:19 AM	 CAUTION - BLACK ICE: If you have to be on the roads in the Town of			2.1K 	91 58 
02/18/2020 2:58 PM	 TRAILS ARE NOW OPEN FOR YOUR ENJOYMENT: The Town of			1.6K 	42 55 
02/18/2020 9:30 AM	 Employment Opportunity: The Town of Lake Lure, NC is seeking qualified			3.3K 	181 23 
02/14/2020 4:39 PM	 Happy Valentine's Day from the Town of Lake Lure, NC! To learn more			1.3K 	11 34 
02/14/2020 4:37 PM	 Welcome to Rumble 2020! We have 200 people registered for this year's			1.4K 	62 17 
02/14/2020 4:26 PM	 Lake Level Updates: Lake Lure will reach approximately 6" inches below			1.6K 	56 39 
02/11/2020 6:19 PM	 HGTV Home Town Takeover Update: Recently we shared that the Town of			5.6K 	725 278 
02/10/2020 5:57 PM	 TRAIL UPDATE: Buffalo Creek Park, including Buffalo Creek Park Loop			2.4K 	116 44 
02/10/2020 5:38 PM	 REMINDER: The Town of Lake Lure, NC Regular Town Council Meeting is			1.4K 	42 8 
02/10/2020 8:27 AM	 TODAY IS THE DAY! As planned, the Town of Lake Lure, NC will begin			5.6K 	559 220 
02/09/2020 10:28 PM	 Simply Magical! It was a a stunning weekend in the Town of Lake Lure,			24K 	2.1K 1.7K 

a. **Posts:** The following information was shared on the Lake Lure Facebook page.

Published	Post	Type	Targeting	Reach	Engagement
02/08/2020 2:15 PM	 LET IT SNOW! The snow in the Town of Lake Lure, NC is gorgeous but it			8.3K 	426 421 
02/07/2020 6:44 PM	 What a Difference a Day Makes: The Town of Lake Lure, NC Emergency			2.1K 	66 59 
02/06/2020 8:58 PM	Emergency Preparedness Update: As the rains continue, the Town of			1.4K 	72 9 
02/06/2020 1:53 PM	 Lake Lure's Dam Cove Temporarily Closed: Please note that Lake Lure's			4.6K 	472 71 
02/06/2020 11:31 AM	 Emergency Preparedness Update: The Town of Lake Lure, NC			1.7K 	71 20 
02/06/2020 3:32 AM	 FLOOD WARNINGS: There are flood warnings in the area in the Town of			1.5K 	63 28 
02/05/2020 5:44 PM	 SAFETY FIRST - TEMPORARY TRAIL CLOSURES: Buffalo Creek			4.7K 	182 107 

b. **Past Events:**

Event	Budget Spent 	Reach 	Responses 
Past Events			
 Rumble 2020 Rumbling Bald Climbing Access at Chimney Rock State Park Sat Feb 15, 8:00am	Not boosted	12.8K 	498 
 Rumble 2020 Town of Lake Lure, NC Fri Feb 14, 5:00pm	Not boosted	632	12
 ROC Workday at Dittmer-Watts Dittmer-Watts Nature Trail Park Lake Lure Nc Sun Feb 9, 12:00pm	Not boosted	953	16

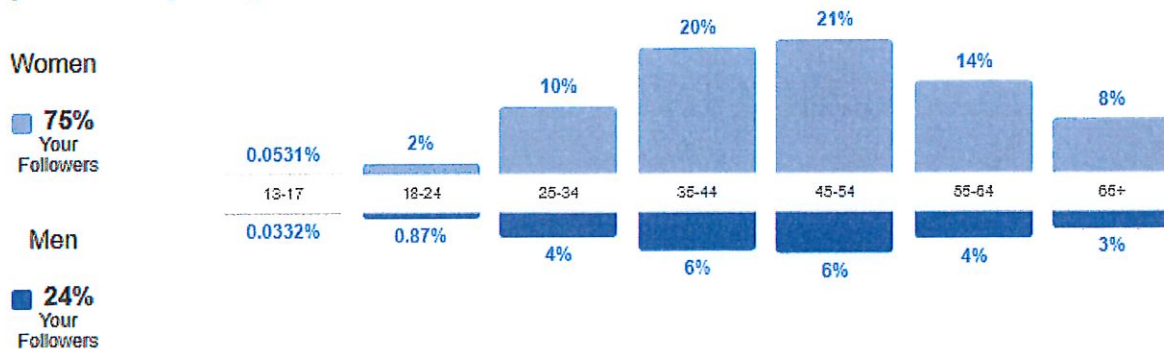
c. Upcoming Events:

Event	Budget Spent	👤 Reach	★ Responses
 Lake Lure Town Council Town of Lake Lure, NC 12 Dates · Jul 9, 2019 - Jun 9	Boost Event	918	40
 Lake Lure Blood Drive Town of Lake Lure, NC Wed Mar 4, 10:00am	Boost Event	565	19
 ROC Workday at Buffalo Creek Park Buffalo Creek Park Mountain Biking Trail Thu Mar 12, 9:00am	Boost Event	584	6
 Lake Lure Music Festival JUNE 19 & JUNE 20 Lake Lure Music Festival 2 Dates · Jun 19 - Jun 20	Boost Event	3.3K	132
 Classic Boat and Auto Show Lake Lure Beach Fri May 15, 3:00pm	Boost Event	34.7K	1.2K

d. **Followers** (People who have opted-in to “follow” our profile or page, meaning that they will receive our updates in their timeline): **11% increase in “followers” this year with 15,128 followers** as of 2/28/20, compared to 13,615 on 2/28/19.



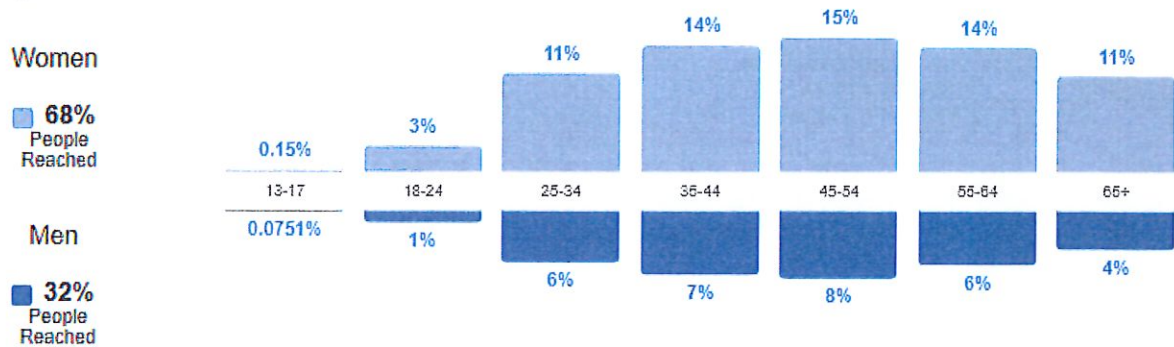
The people who follow your Page. This number is an estimate.



- e. **Likes** (When someone likes a Page, they're showing support for the Page and that they want to see content from it): Increased "likes" this year by **11% increase in "likes" this month**. There are currently **14,811 likes** as of 2/28/20, compared to 13,432 on 2/28/19.

f. **Reach:**

The number of people who had any content from your Page or about your Page enter their screen screen, grouped by age and gender. This number is an estimate.



2. **Website Analytics:**

- **Users:** Users increased by 11% this month to **8,250** in 2/20, up from 7,052 users 2/19.
- **New Users:** Increase in new users by 12% to **7,490** in 2/20, compared to 7,052 new users 2/19.
- **Page Views:** Increased by 12% to **22,530** in 2/20, up from 20,082 page views in 2/19.
- **Inquiries:** All web inquiries answered timely by the Customer Service Specialist.

3. **Online Recommendations:**

- **The 20 Best Little lake Towns in America** by Yahoo Finance <https://finance.yahoo.com/news/20-best-little-lake-towns-130500054.html>
- **The 20 Best Little Lake Towns in America** by Pure WOW - <https://www.purewow.com/travel/best-lake-towns-america>
- **Have a Blissful Summer Vacation in 1 of These Charming Lake Towns, All Right in Our Backyard** by Popsugar <https://www.popsugar.com/smart-living/photo-gallery/46090323/image/46091181/Lake-Lure-NC-0519>
- **The 10 best lake towns in North America - USATODAY.com**
<https://www.usatoday.com/story/travel/destinations/2018/06/07/lake-towns-north-america/679131002/>
- **11 of the Best Lake Towns in America** by Architectural Digest
<https://www.architecturaldigest.com/gallery/best-lake-towns-in-america-0717>
- **The Best Lake Towns for Water Sports in America** by Men's Journal
<https://www.mensjournal.com/travel/the-best-lake-towns-for-water-sports-in-america-summer-travel/>

III. GRANTS

1. **FEMA High Hazard Dam Grant Award:** The Town applied for and was granted an additional \$10,000 for the FEMA grant bringing the total grant received to \$80,000.
2. **Facebook Community Action Grant:** Worked closely with the Fire Chief to apply for a Facebook Community Action Grant that utilizes technology. We are seeking funding to purchase state-of-the-art automated CPR equipment, a supporting monitor, and a contemporary defibrillator. The grant request was for \$66,148. Grant application was successfully submitted and we are awaiting feedback in March 2020.
3. **Grants Database:** Continue to update the Grants Database as new information becomes available. Followed up on the following funding opportunities in February 2020:
 - a. **Thom Tillis Staff:** Participated in a joint call with the Town Manager, Commissioner DiOrio, and Thom Tillis' staff in Washington DC on 1/31/20 to advise them of the Town's infrastructure needs. Provided an update on grants and asked for assistance with identifying grant opportunities.
 - b. **ARC POWER Grant:** Unfortunately we are not eligible as we are not in the coal district.
 - c. **Dogwood Health Leverage Fund:** Met with POC and had a good conversation regarding the infrastructure needs of the Town. The leverage Fund will support the Town in applying for grants to support these major issues if the funding exceeds \$100K. Will maintain contact as we move forward in the process.
 - d. **Golden LEAF Foundation:** Made contact with the Vice President and advised him of our infrastructure needs for future funding opportunities. He advised that their organization would not be in a position to support these projects at this time. It was good to make this contact.

IV. EVENTS

1. All Town Meetings and Events that the Communications Specialist becomes aware of are posted on the Town Calendar at <http://www.townoflakelure.com/fun-things-to-do.php>. The latest Town Calendar of major events is attached.
 - a. **Sale on the Trail:** The next upcoming event in Town is the Sale on the Trail. Supported the Chamber of Hickory Nut Gorge in their permitting process.
 - b. **Raptor Run and Ring in Spring Event** is scheduled for 2/25/20 with the Lake Lure Classical Academy scheduled to sing on the Flowering Bridge following the Raptor Run hat morning.
 - c. **Lake Lure Music Festival:** The festival is scheduled to return 6/19-20. Serve on the planning committee to assist with marketing the event.

IV. MISCELLANEOUS

2. **Everbridge:** Everbridge registrants are up to 1,259 as of 2/28/20. Note the Code Red contract ended 12/19. Worked with Fire Chief to update all registrants to ensure they were subscribing to the "Emergent/Pertinent Information" Updates. Added this alert to the website for new registrants.
3. **The Chamber of Hickory Nut Gorge:** Rotated off the Chamber Board and sent the Chamber Executive Director a summary of the February 2020 Town News.
4. **Mayoral/Town Manger Support:** Provided assistance as needed with Town Communications.
5. **Email Updates:**

Subject: Highlights and Updates from February 2020 in Lake Lure 2/28/20

Greetings from the Town of Lake Lure.

As February 2020 comes to a close, we wanted to share some of the important updates and accomplishments that have been made during the past month.

- ✓ Please take a moment to review [Highlights from February 2020](#) which are posted as they occurred under [Town News](#) on the [Town of Lake Lure Website](#).
- ✓ We hope you will also check out the [2020 Calendar of Events](#) for meetings and fun things to do in Lake Lure, including the return of the [Lake Lure Music Festival](#).
The Music Festival is back and expanding to TWO NIGHTS of Extraordinary Music! "A Night on Broadway" featuring Broadway star Laura Woyasz and "An Evening of Mozart" with renowned classical musicians from some of the world's most revered symphonies.

We also have the [Books and Bites Authors](#), the [Lake Lure Fashion Show](#), [Sunrise Services](#), [Sale on the trail](#), [Lake Lure Spring Classic Boat and Auto Show](#), the [Spring Arts and Crafts Festival](#), [Memorial Day Services](#) and the [Olympiad Swim Event](#) coming up in the next quarter! There are so many great events coming to Lake Lure so be sure to [mark your calendars!](#)

Here is a sampling of the important information from our [Town News](#):

- ❖ **TEMPORARY DETOUR 2/29/20:** The Lake Lure Fire Department will be burning the building at the corner of Highway 9 and Memorial Highway on the morning of Saturday, 2/29/20.
 - ✓ The building is across from the LakeHouse Restaurant (formerly Larkin's) in the Town of Lake Lure, NC.
 - ✓ This process will begin at 8:00 AM and the clean-up is anticipated to be completed by early afternoon.
 - ✓ The plan is to keep Memorial Highway open. Highway 9 will be closed from Nesbitt Ridge near the Lake Lure Ingles to Memorial Highway.
 - ✓ To access Highway 9 and the Lake Lure Ingles, please plan to utilize the Island Creek Road detour.
 - ✓ Police Officers will be stationed in the area to provide direction to the public if needed.
- ❖ **Prevention and Center for Disease Control (CDC) Recommendations**
- ❖ **Census 2020 Employment Opportunities**
- ❖ **Town of lake Lure Employment Opportunities**
- ❖ **Lake Level Updates – Hooray, the Lake is almost at Full Pond**
- ❖ **Valentines Wishes**
- ❖ **Rumble 2020 Updates**
- ❖ **Lure Rock Comic Strip – Hiking**
- ❖ **Beautiful Snowy Photos in Lake Lure**
- ❖ **Emergency Preparedness Updates from the Rain this Month**

Please forward this information to anyone with an interest in Lake Lure. As always, we appreciate any recommendations or suggestions you may have to enhance our communication in Lake Lure.

You may send your feedback or an email request to Communications@townoflakelure.com to be added to future messages.

Warm regards,
Laura

Laura Krejci, MSW

Communication Specialist

Office: 828-625-9983, ext.103

Cell: 803-318-7805

Email: Communications@townoflakelure.com

Website: www.townoflakelure.com

Facebook: www.facebook.com/townoflakelure





Town of

Lake Lure

est. 1927

North Carolina

Annual Events Calendar

January

1/1/21 Lake Lure New Year's Day
Polar Plunge * (To Be Confirmed)

February

2/13-15/20 Rumble 2020 Climbing Competition
Carolina Climbers Coalition

March

3/17/20 St. Patrick's Day Activities

April

4/12/20 65th Annual Easter Sunrise Service
at Chimney Rock State Park

4/18/20 Sale on the Trail *

4/25/20 Lake Lure Classical Academy Raptor Run
& Ring into Spring Event @ Flowering Bridge

May

5/15-16/20 Spring Classic Boat & Auto Show

5/23-25/20 Spring Arts and Crafts Festival
for Hickory Nut Gorge Outreach

5/25/20 Memorial Day Service

June

6/6/20 Lure of the Lake
Lake Lure Olympiad Swim Event

July

7/3/20 July 3rd Fireworks Event in Town
7/4/20 Fireworks at Rumbling Bald Resort

August

8/7-9/2020 Lake Lure Olympiad Sports Events

September

9/11-12/20 Dirty Dancing Festival *

October

10/17-18/20 Fall Arts and Crafts Festival
for Hickory Nut Gorge Outreach

November

11/11/20 Veterans Day Recognition

December

Lighting Up Lake Lure at the Flowering Bridge
with Lake Lure Classical Academy TBD

Christmas Gala * TBD

Year-Round Fun at Lake Lure Parks

Buffalo Creek Park and
Weed Patch Mountain Trail
Chimney Rock State Park
Dittmer-Watts Nature Trail
Morse Park and Morse Wetlands
Lake Lure Beach and Water Park
Lake Lure Flowering Bridge
Lake Lure Golf Club
Town Center Walkway
Tryon Bay Point
Washburn Marina

* The Chamber of Hickory Nut Gorge
Fund Raising Events
<https://hickorynutchamber.org/>

Please Visit TownOfLakeLure.com For More Information

VIII

CONSENT AGENDA

- Adoption of the February 11, 2020 Regular Meeting Minutes and the February 26, 2020 Special Work Session Minutes
 - BA# 270 – Small Generator Repairs
 - BA# 271 – Insurance Carrier Requirements
- BA# 272 – Lake Lure Dam Work Order No. 4 Proposal
- Suspension of the Peddler's Ordinance for the 12th Annual Hickory Nut Gorge Sale on the Trail Event
- Resolution No. 20-03-10 Amending the South Mountains Regional Hazard Mitigation Plan



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, FEBRUARY 11, 2020, 5:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem John W. Moore
Commissioner Patrick Bryant
Commissioner David DiOrio
Commissioner John Kilby

William Morgan, Jr., Town Attorney
Shannon Baldwin, Town Manager

ABSENT: N/A

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 5:02 p.m. and gave the invocation. Council members led the pledge of allegiance.

II. APPROVE THE AGENDA

Commissioner John Kilby proposed adding a closed session for the purposes of discussing a personnel matter as item IV on the Agenda.

Commissioner John Kilby made a motion to approve the Agenda, as amended. Commissioner Patrick Bryant seconded and the motion carried 4-0.

III. MAYOR'S COMMUNICATIONS

Mayor Pritchett welcomed those present. Communications Specialist Laura Krejci presented a video that was prepared and submitted for the HGTV Home Makeover Giveaway. Mayor Pritchett recognized members of the Emergency Management Team who helped to take care of the Town during the recent storm event.

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IV. CLOSED SESSION

Commissioner Patrick Bryant made a motion to enter into closed session in accordance with G.S. 143.38-11(a) (6) regarding personnel matters. Commissioner David DiOrio seconded and the motion carried 4-0.

During closed session, Council was briefed on an incident that occurred involving a Fire Department employee.

Commissioner David DiOrio made a motion to leave Closed Session. Commissioner Patrick Bryant seconded and the motion carried 4-0.

V. TOWN MANAGER COMMUNICATIONS

- Executive Director of the Chamber of Hickory Nut Gorge Laura Doster provided an overview on the Hickory Nut Gorge Chamber Memorandum of Understanding (MOU). She stated that the Chamber would work as an alliance with the Town to help in areas such as expanding the commercial tax base, helping to secure funding for economic development, market and stream town events, strengthen tourism, etc. Town Manager Shannon Baldwin stated that a Chamber update would be included on the agenda each month.
- Communications Specialist Laura Krejci reported on town events and handed out an events calendar. She mentioned that town news and events are displayed on the Town's Facebook page and a monthly update sent via email. Ms. Krejci also reported that the Town received an additional \$10,000 grant today from FEMA. The Town originally received a \$70,000 FEMA grant.
- Parks, Recreation, and Lake Director Dean Givens provided an update on the replacement of the Boardwalk/Marina project noting that demolition of the boardwalk has been completed. He stated that the docks have been ordered and will begin to be delivered on April 7th. The land based walkways to connect to the boardwalk are under construction with a completion date of May 22, 2020. Additionally, a new boat ramp has been built and placed at the Marina. He pointed out that Dock B must be moved because the ramp will come too close to the dock. He also mentioned that the traffic pattern in the Marina parking lot will be changed to one-way only which will keep an area available to be used for boat traffic.
- Mr. Givens then provided an update on dredging. He pointed out that dredging in Rumbling Bald Resort and Firefly Cove have been completed at no cost to the Town. He noted that dredging in the main channel of the lake will continue once the lake is back at full pond. He pointed out that an overflow pond is being considered to help control overflow coming into the Firefly Cove area. He noted that a five year lake drawdown schedule is being worked on.

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- Town Engineer Kurt Wright provided a brief overview of the schedule timeline. He mentioned that three items associated with the Hydroelectric Facility will be completed by December 2020. After 2022, he's proposing a five year inspection and then eventually every eight years. Mr. Wright also briefed on the long-term lake drawdown schedule of events for Lake Operations and the Wastewater System. This proposed schedule results in a drawdown for the next three years. Mr. Baldwin noted that this is a draft in progress and could change based on LaBella's design components. Once finalized it can be brought back to Council for adoption and then will be made public so that the community can make plans accordingly. Mr. Baldwin pointed out that the new boardwalk will be self-funded by proceeds from rented boat slips. The new boardwalk will be aluminum and will not deteriorate like wood.
- Mr. Baldwin reported on the dam rehabilitation mentioning that by the end of this month we will have a model of life expectancy and costs associated with dam rehabilitation and phasing. He noted that a conference call is scheduled today with Schnabel Engineering, LaBella Associates, and the USDA to discuss types of loans needed and the phasing process.
- Public Works Director David Arrowood provided an update on hydroelectric plant repairs reporting that major repairs were made to the penstock. The lower turbine bearing was replaced and a few more repairs are needed before the generator is back up and running.
- Mr. Arrowood reported on sludge at the Waste Water Treatment Plant. He mentioned that he spoke with Republic Services in South Carolina about removing the sludge from the Plant. They informed him that they could not remove the sludge before May or June because everything is too wet and saturated at this time to be able to do so. He explained that the Town is at their mercy because there is nowhere else to take the sludge.
- Mr. Wright reported that LaBella engineers have completed their technical memo and have received comments from various individuals who have reviewed it and given back to Reese Walsh. A proposal for the new task order will be submitted. He mentioned that conference calls will be held with NCDEQ to develop the Special Orders by Consent (SOCs). Mr. Baldwin provided a brief background. The SOCs is a legal document the Town has entered into with NC DEQ listing timeframes and fines issues by the State. The Town has been receiving fines because out treatment plant is noncompliant. The SOCs will help to stop those fines as we work to fix the issues. Mr. Wright stated that the State is protecting the Town from the EPA with the SOCs. The SOCs show that the Town is working on the noncompliance issues so that the EPA does not step in and take over.

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V. PRESENTATIONS

A. CENSUS 2020

Erin Miller, 2020 Census Recruiter, reported on the importance of the Census and the need for Census takers in the Lake Lure area. She explained that the Census is to gather the population for the representation in the House of Representatives. The Governor believes we have enough population to gain another seat in the House and has tasked people within each County to help ensure that everyone fills out the Census. If we do not have a complete count then we will not have the information for businesses in the area, information for the kinds of roads we need, or the kinds of schools we need. She explained that the count helps with the amount of money provided to the County. In mid-March a letter will be mailed out which will provide an option to fill out the Census online or by call. A select population will receive paper copies; typically areas with no internet access. Mobile units will also be available in certain areas to help people fill out the Census. Ms. Miller explained the requirements of the census taker job noting that another 20 applicants are needed for the Lake Lure area. Mr. Baldwin noted that the Town will receive additional revenue from the State if we get our numbers up and everyone is counted for.

VI. COUNCIL LIAISON REPORTS & COMMENTS

Commissioner DiOrio reported the activities of the Utilities Advisory Board.

Commissioner John Kilby reported the activities of the ABC Board and the Lake Advisory Board.

Commissioner John Moore reported the activities of the Zoning and Planning Board.

Commissioner Patrick Bryant reported the Board of Adjustment and the Lake Structure Appeals Board and noted that the Parks and Recreation Board did not meet based on the weather.

VII. PUBLIC FORUM

Mayor Carol C. Pritchett invited the audience to speak and no one requested to speak at this time.

VIII. CONSENT AGENDA

Mayor Carol C. Pritchett presented the Consent Agenda and asked if any other items should be removed before calling for action.

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Commissioner John Moore made a motion to approve the Consent Agenda, as presented. Commissioner Patrick Bryant seconded. Therefore, the Consent Agenda incorporating the following items was unanimously approved and adopted:

- A. Adopt the January 7, 2020 Special Meeting Minutes, the January 8, 2020 Special Meeting Minutes, the January 14, 2020 Regular Meeting Minutes, and the January 28, 2020 Special Town Council Work Session Minutes
- B. Adopt the January 7, 2020 Closed Session Minutes and the January 14, 2020 Closed Session Minutes
- C. Martin Starnes & Associates' Contract to Audit
- D. Ordinance No. 20-02-11 – Capital Project Ordinance for the Marina Expansion and Boardwalk Replacement
- E. Resolution No. 20-02-11 – Supporting US 74 to an Interstate Quality Corridor

**RESOLUTION NO. 20-02-11
SUPPORTING THE DESIGNATION OF US-74 BETWEEN I-26 AND I-85 TO A
FUTURE INTERSTATE QUALITY CORRIDOR**

WHEREAS, the need to improve US-74 to an Interstate status from Asheville to Wilmington to improve freight movement and in-state access through southern North Carolina has been identified in previous studies and,

WHEREAS, an Interstate quality US-74 Corridor will provide better connectivity, business planning, transportation safety, and resource efficiency from I-26 to I-85; and,

WHEREAS, every county that borders Rutherford County (Polk, Henderson, Buncombe, McDowell, Burke, Cleveland, Cherokee SC and Spartanburg SC) has a federally designated Interstate corridor that traverses their counties; and,

WHEREAS, local governments and businesses within the corridor collaboratively seek to build a responsive, regional economic development infrastructure to increase trade and industry and to promote opportunity recognizing that these efforts are hampered in Rutherford County due to the lack of a federal interstate designation along this corridor; and,

WHEREAS, North Carolina's federal legislative delegation has the authority to submit legislation granting a Future US-74 Interstate status from I-26 to I-85; and,

WHEREAS, because a section of Highway 74 east of Charlotte has a federal interstate designation, the section between I-26 and I-85 would require a different Interstate name.

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NOW, THEREFORE, BE IT RESOLVED that on behalf of the citizens of the Town of Lake Lure, that the Lake Lure Town Council supports federal legislation to secure a Future Interstate designation for the section of US-74 from I-26 to I-85.

READ, APPROVED AND ADOPTED, this 11th day of February, 2020.

F. Amend the 2020 Town Council Meeting Schedule

TOWN COUNCIL MEETING SCHEDULE FOR 2020

DATE	LOCATION	TIME	TYPE
January 14, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
February 11, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
February 26, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
March 10, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
March 25, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
April 14, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
April 29, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
May 12, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
May 27, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
June 9, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
June 24, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
July 14, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
July 29, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
August 11, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
August 26, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
September 8, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
September 30, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
October 13, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
October 28, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
November 10, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
November 25, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session
December 8, 2020	Lake Lure Municipal Center	5:00 p.m.	Regular
December 30, 2020	Lake Lure Conference Room	8:30 a.m.	Work Session

* Regular Town Council meetings are held on the 2nd Tuesday of each month.

*Work Session Meetings are held on the last Wednesday of each month.

G. BA# 266 – Sale of Commercial Center

H. BA# 268 – Dam and Hydroelectric Plant Director

Page 7- Minutes of the February 11, 2020 Regular Council Meeting**X. UNFINISHED BUSINESS:**

There was no unfinished business items to discuss.

IX. NEW BUSINESS:**A. RESOLUTION NO. 20-02-11A QUIT CLAIM DEED – GARLON PREWITT**

Community Development Director Brad Burton stated that Garlon and Cynthia Prewitt, 180 Tryon Bay Circle, are interested in asking for a quit claim of 540 square feet of accreted land. Mr. Burton explained that a severe storm event in 2013 resulted in a landslide with high-velocity mudflow on two properties on Tryon Bay Circle. The real property of Garlon and Cynthia Prewitt, located at 179 Tryon Bay Circle, was one of these affected parcels. Mr. Prewitt has re-established his house foundation by the construction of a large two-tiered combination seawall and retaining wall. This wall has been built on accreted land from the 2013 storm event. The walls are located outside of Prewitt's established property boundary – specifically built upon property that was once lake area and Town-owned property. Mr. Prewitt paid for a survey and his lawyer created a quit claim deed.

Commissioner John Kilby made a motion to adopt Resolution No. 20-02-11A quit claim of Town property of Garlon and Cynthia Prewitt. Commissioner John Moore seconded and the motion carried 4-0.

**A RESOLUTION TO QUITCLAIM TOWN PROPERTY
DUE TO ACCRETION OF LAND
RESOLUTION 20-02-11A**

WHEREAS, J. Garlon Prewitt and wife Cynthia Lee Prewitt are the owners of a 0.11 acre tract or parcel of land located in the Town of Lake Lure, which tract or parcel of land is known as Lot 26 and part of Lot 25 of the Cane Creek Development, Plat Book 5, Page 35 and also depicted in Deed Book 677, Page 377, Rutherford County Registry; and,

WHEREAS, due to a major storm event that occurred in 2013, approximately 544 square feet of sedimentation has accreted to the shoreline of the Prewitt property as shown by the attached Plat attached as Exhibit A and the proposed quitclaim Deed attached hereto as Exhibit B, which description is incorporated herein for reference as fully set forth; and,

WHEREAS, this same storm event did significant damage to real property owned by J. Garlon Prewitt and wife Cynthia Lee Prewitt, requiring construction of seawall/retaining wall system in order to support the home located on the property; and,

WHEREAS, J. Garlon Prewitt and wife Cynthia Lee Prewitt received approval from the Town through permits ZP-201379, SSP-2013005, and LDP-2013044 to construct these new

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seawall/retaining wall systems as shown on Exhibit A, and did indeed construct these structures with such valid governmental approval; and

WHEREAS, J. Garlon Prewitt and wife Cynthia Lee Prewitt have requested the Town of Lake Lure to quitclaim any interest of the town for the 544 square feet of accreted shoreline, where these wall structures are located and as shown on Exhibit A; and,

WHEREAS, J. Garlon Prewitt and wife Cynthia Lee Prewitt has prepared, through their legal counsel, a Quitclaim Deed of Conveyance, and the resultant instrument has been reviewed and approved in form by the Town of Lake Lure's attorney; and,

NOW, THEREFORE, the Board of Commissioners of the Town of Lake Lure hereby resolves to execute and thereby convey the tract or parcel of land set forth in the proposed Quitclaim Deed to J. Garlon Prewitt and wife Cynthia Lee Prewitt.

Adopted this 11th day of February, 2020

X. NEW BUSINESS:

C. LAKE LEVEL DISCUSSION

Town Manager Shannon Baldwin reported that Town Council mandated the lake begin rising February 10, 2020. Work on the lake is on schedule and going smoothly. Mr. Arrowood noted that the lake is currently five feet below full pond and has been rising about a foot a day as a result of the rain.

Mr. Baldwin reported that he is seeking Council's approval to hire a Hydroelectric Plant Director. The Town is looking for someone with experience in this field to bring in a level of professionalism and help take some responsibility from Public Works Director David Arrowood so that he can focus on other things he has been tasked with.

Commissioner John Kilby made a motion to approve the Dam and Hydroelectric Plant Director position, as presented. Commissioner David DiOrio seconded and the motion carried 4-0.

CLOSED SESSION

Commissioner Patrick Bryant made a motion to go into closed session in accordance with G.S. 143-318.11(a) (3) for the purpose of discussion an attorney client privilege matter. Commissioner David DiOrio seconded and the motion carried 4-0.

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Attorney William Morgan provided an update on Brown Consultants. During the closed session it was reported that the Town received a letter from the Van Winkle Law Firm, on behalf of Brown Consultants, indicating a potential civil lawsuit against the Town regarding a breach of contract dispute.

Commissioner John Kilby made a motion to return to open session. Commissioner Patrick Bryant seconded and the motion carried 4-0.

ADJOURN THE MEETING

With no further business, Commissioner Patrick Bryant made a motion to adjourn the meeting at 7:40 p.m. Commissioner David DiOrion seconded and the motion carried 4-0.

ATTEST:

Michelle Jolley,
Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE REGULAR WORK GROUP MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, FEBRUARY 26, 2020, 8:30 A.M. AT THE LAKE LURE MUNICIPAL CENTER-CONFERENCE ROOM

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem John W. Moore
Commissioner Patrick Bryant
Commissioner David DiOrio
Shannon Baldwin, Town Manager
David Arrowood, Public Works Director
Dean Givens, Parks, Recreation, and Lake Director
Sam Karr, Finance Director
Laura Krejci, Communications Specialist
Kurt Wright, SDG Engineering

ALSO PRESENT: Tim Heim, NCDEQ, via telecom
Jonathan Pittman, Schnabel Engineering, via telecom
Ken Pohlig, NCDEQ, via telecom
Anita Robertson, NCDEQ, via telecom
Seth Robertson, WR Martin/WithersRavenel, via telecom
Reese Walsh, LaBella, via telecom

ABSENT: Commissioner John Kilby

I. CALL TO ORDER

Mayor Carol Pritchett called the meeting to order at 8:30 a.m.

II. APPROVE THE AGENDA

Commissioner David DiOrio made a motion to approve the Agenda, as presented. Commissioner Patrick Bryant seconded and the motion carried 4-0.

III. DISCUSSION REGARDING TOWN PROJECT UPDATES AND VARIOUS OTHER TOPICS

A Work Group discussion was held on the following topics:

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- Sewer – LaBella Tech Memo – Kurt Wright
- Dam – Schnabel Rehabilitation Alternatives Report – Kurt Wright
- Hydro - Small Generator Repairs - Budget Amendment (\$110k) – Kurt Wright & David Arrowood
- Hydro - Insurance Carrier Requirements – Budget Amendment (\$50k) – Kurt Wright & David Arrowood
- Campground – Project Review (Construction Cost, Grant Opportunities & Outstanding Debt) – Dean Givens
- Marina/Boardwalk – Update – Dean Givens

Town Engineer Kurt Wright provided an overview of the Lake Lure Technical Memo and the Schnabel Rehabilitation Alternatives Report. (His notes are attached.) The Waste Water Treatment Plant and wastewater collection system have been deemed “noncompliant” by NC DEQ due to excessive infiltration into the collection system from the lake. The Town is seeking a permanent solution to eliminate the infiltration and restore the Plant and sewer system to routine permit compliance. The Town has investigated a couple of alternatives in the past which were determined to be either cost-prohibitive or otherwise infeasible. The Town has now engaged LaBella to provide guidance going forward, assessing possible alternatives, and developing the implementation schedule for completion of a permanent solution. The Technical Memo lays out alternatives for correction of the excessive infiltration issues and for each one, considers benefits and liabilities, identifies an order-of-magnitude cost and provides LaBella’s recommendation as to whether to continue its evaluation or eliminate it from further consideration. Mr. Baldwin mentioned that a special budget workshop meeting will be held on March 25th to review and discuss the Comprehensive Financial Report, FY 20-21 Budget, and 10 Year Capital Improvement Plan.

Jonathan Pittman, Schnabel Engineering, presented rehabilitation alternatives to address NC DEQ Dam Safety requirements and extend the service life of the dam. The modifications proposed for the three rehabilitation alternatives presented were initially developed to address spillway capacity requirements and seismic stability of the arch sections. The alternatives include: Alternative 1) Reinforced concrete shear walls (cross-bracing) for seismic stability, and lowering the arches and raising the abutments for spillway capacity; Alternative 2A) Filling in the arches with mass concrete for seismic stability, and modifying the arch elevations, replacing the arch weirs with more efficient ogee weirs constructed on top of the mass concrete infill, and raising the abutments; and Alternative 2B) Similar to Alternative 2A except with a different geometry and smaller quantity of mass concrete infill. Each of the rehabilitation alternatives also include multiple features in common including rehabilitation of the intake tower, post-tensioned anchoring of the existing gravity sections (Bays 1 through 3), replacement of the spillway gates, installation of a reservoir drain, replacement of the bridge, and several other ancillary items because of the liner. This alternative will require draining the lake to install the liner. If drawdown becomes necessary, communication with the community and execution of the plan must be as close to perfect as possible.

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A full dam replacement alternative was also considered but the Town does not prefer this option based on regulatory constraints and other factors. However, based on Schnabel's evaluation, this option, excluding the replacement of the hydroelectric facilities, appears to be the most advantageous and lowest risk alternative based on a preliminary assessment of cost, service life, technical performance, and multiple other qualitative factors.

Mr. Pittman noted that Alternative 1 (cross-bracing) includes impermeable PVC Liner which is commonly done for types of structures like this at a similar age. It helps to extend the life of the concrete by an additional 30-50 years. This is the lowest cost alternative but requires the most maintenance. The downstream infilling rehabilitation alternative (Alternative 2B) appears to be more advantageous with respect to the project objectives and lower risk than the cross-bracing alternative (Alternative 1). However, there are additional risks the Town would have to accept to implement the rehabilitation at a lower initial cost. Mr. Pittman summarized that they are leaning towards Alternative 2B and draining the lake. This alternative costs more but extends the service life of the dam an additional 75 years. All alternatives have advantages and disadvantages and ultimately may come down to funding. The scheduling of the Dam repair, specifically the lake lowering/draining, may drive the scheduling of the sewer replacement construction, and also possibly steer the alternative chosen for the sewer replacement.

Mr. Baldwin felt that the Town needs to make a commitment on a dam solution to know how to move forward on the sewer side noting that it is not wise to move forward with the ER/EID before a dam solution is determined. Commissioner DiOrio noted that the numbers involved with dam resolution is out of the Town's hands and could take upwards of a year to get financing down. He suggested a dam independent sewer solution. Mr. Pittman stated the best solution is to drain the lake. He pointed out that a reservoir drain could be installed as a phase of the dam rehabilitation or as a means to lower the lake for the sewer installation. Installing a reservoir drain (\$1-\$2 million) to meet dam safety standards allows the Town to lower the lake beyond 978.5 MSL. Having the ability to lower the lake below 978.5 MSL may enhance the Town's ability to manage existing lake sediment and drastically influences the design solutions offered by LaBella. Lowering the lake brings more gravity options and reduces the need for pumps. Drastically lowering the lake is critically important to the assessment/ rehabilitation of the intake tower to enhance stability. The potential need to drain the lake has a significant effect on the evaluation/consideration of sanitary sewer alternatives. Installing the drain for the lake will have an effect on the alternatives that LaBella is considering for the sanitary sewer system. Installing a drain may reduce/eliminate the need for "Big Dig" dredging and may save millions and drive more feasible sewer collection options and dredging solutions. Commissioner DiOrio mentioned that if we go through the effort of putting in a reservoir drain, we can also put in a sewage drain and then have the capacity to lower the lake to inspect the penstock and do dredging as we need to. This would be an alternative for rehabilitation of the existing dam; not a new dam. Mr. Walsh noted that a new dam will have a reservoir drain also. Mr. Pittman mentioned that a new dam is a wonderful option if you have \$50 or 60 million but all the work has to be done at one time and cannot be phased.

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Mr. Wright stated that major modifications will have to be made to the intake structure if the Town does rehabilitation of the dam and keeps the hydro and Mr. Pittman agreed. He explained that the dam and sewer system are interlinked and we do not want to make the wrong decision. The Town may need to decide if the dam repair, needed for safety reasons, essentially takes priority over the sewer repairs, and will therefore drive the scheduling, and possibly other important financial decision making. DEQ management will need to be kept informed of the potential impacts on the schedule of integrating the dam with the sewer project and support this from a regulatory perspective. The Town needs to weigh an optimal integrated engineering solution for the dam and sewer against decoupling the projects to allow independent decision making and then schedule milestones. Due to the extended time period needed for the dam funding and the rehabilitation or construction of a new dam, the sewer schedule needs to be as independent as possible from the dam schedule.

Commissioner Moore suggested finding out how much money the Town has available to spend for this project in order to move forward on a decision. Mr. Wright noted that this decision is going to take federal and state money because it's a 200 year decision. He stated that we could mark off the cross-bracing alternative and would not suggest putting in a liner because of the cost of maintenance over time.

Mr. Baldwin pointed out that it is going to cost \$110,000 to repair the small generator and another \$50,000 to get into compliance with insurance demands, on top of engineer and payroll costs. Discussion ensued regarding raising property taxes to support debt service. Even with a tax increase of .12 for a total of .4 the Town would only receive an additional \$1 million. It would take 30 years to pay off a loan of \$29 million, if the Town could even get a 30 year loan. The cost of the dam rehabilitation is beyond the scope of possibilities for Lake Lure's current tax base and permanent (year-round) population of 1,200. The enormous cost of the dam, sewer, and dredging projects is unbearable by the Town without state and federal assistance. The tax base is too small to contribute sufficiently. The Town needs assistance from WR Martin in determining where the ad valorem tax rate should be set and if general fund revenues can be used to assist with the sewer and dam projects. Mr. Arrowood noted that the large generator would be back online today. Within a few days the big generator will be generating revenue; around \$50,000 a month. Commissioner DiOrio noted that an OSHA type inspection is still needed to protect the operators at the hydroelectric facility. The small generator needs new windings and the best engineering solution is to take the rotor out and refurbish it, which will cost around \$110,000. The small generator should then be maintenance free for a decade. The Town can generate between \$2.5-\$5 million from the Hydroelectric Plant over the next five years. The decision to remain in the power generation business for the long-term (next 50 years) will have a major effect on the new dam option. The possibility of a new dam without hydro is a viable option with a service life exceeding 100-200 years. A new dam with a new hydro facility would trigger FERC.

Commissioner DiOrio pointed out that if the sewer system costs \$38 million as proposed by LaBella over time, there is no way that the Town's water and sewer enterprise can sustain a number that big. Even if the sewer rates were raised, they could not be raised enough to cover the

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cost of a \$38 million project. The rates have been set to cover payments for \$12.5 million pre-approved loan from SRF. Mr. Karr emphasized the need to get the small generator back online.

Parks, Recreation, and Lake Director Dean Givens provided an update on the Boys Camp Road project noting that there are two parcels of property. (The Boys Camp Road Property Facts handout provided during the meeting is attached.) The properties are both located on the lake/river (extending to the center of the river) and are both located within the corporate limits of Chimney Rock Village. These are the only two properties on the lake that include a portion of the lake bottom. Both parcels are 60-70% inside the floodplain.

Mr. Givens explained that the Town secured a grant to be used to pay for the land (reimbursement for purchase) and the Town secured approval from the following to build a campground: PRB, Town Council, CRV Council, Rutherford County floodplain permitting, and PARTF. The property was formerly used as an RV park. Keeping the property allows the Town to maintain control over lake access, the lake bottom, determining the use of the property in perpetuity, and allows the Town to keep the \$223,500 grant from PARTF. Mr. Givens entertained the idea of converting the plan to a picnic park with walking trails and a non-motorized boat launch (\$50,000). He stated that PARTF approval would be required to change the use of the property from a campground. He explained that changing the property a picnic park would allow for future development and allow the Town to pay \$183,500 on the principal balance of the existing loans. He noted that the PRB has not yet discussed this option.

Commissioner Moore felt that a picnic park would be in more harmony with the neighborhood and noted that it could always be converted to a campground in the future. Mr. Givens mentioned that a campground may only bring in around \$25,000 a year. Commissioner DiOrio mentioned the idea of allowing primitive camping as well. Mr. Baldwin suggested revising the plan to allow for primitive camping; keep the use as a campground but geared towards more of a picnic/primitive campground premise instead of an RV campground. He asked that this concept be presented to the PRB.

Mr. Givens provided an updated on the Marina/Boardwalk Project noting that the docks have been ordered, the boardwalk has been demolished, dredging has been completed, and the new fence has been built between the water park and the walkway. He reported that Jonathan Hinkle (Marathon Builders) is still confident that he will stay within the allotted timeframe. The new boat ramp is in but cannot be used until Dock B is moved but the other ramp is open for use. Once the second ramp is open for boat use, the traffic pattern in the parking area will be changed to one-way only. He pointed out that there are 150 people on the boat slip waiting list and the new slips will most likely be full this year. He stated that he is confident that revenue from slip rentals will pay the ten year note. Mr. Baldwin pointed out that if the lake is drained, revenues from slip rentals will drop. Mayor Pritchett recommended not prorating fees to hold onto this revenue. Dean noted the demand for marina slips is high. Commissioner DiOrio pointed out that since demand is high and supply is low, the Town could consider an increase in slip rental fees.

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Mr. Baldwin mentioned that there are lots of options for the golf course property and asked what market is there for those options. Mayor Pritchett reported that there are two years left on that contract and the Town should start looking into a better use of that property now. Mr. Givens stated that he is putting money into the budget for a new plan for that property. He pointed out that businesses will be impacted if the lake is drained. Commissioner DiOrio felt it could be engineered in a way to preserve the summers by keeping the lake up during that time. Council discussed raising additional revenue and helping the residents of Lake Lure by allowing commercial boat slips at the Marina. Use of a slip commercially would require a concessions agreement with the Town. Mr. Givens mentioned that 11 boat slips have been set aside for commercial use if Council agrees to allow commercial slip rentals. Mr. Baldwin noted that the Town could do a lottery with commercial slips to make it fair. Council discussed commercial fees. Mayor Pritchett stated that the number of lake hours used by vacation rentals is needed for disclosure to the public. Commissioner Moore stated that livery and tour boats are using most of the lake hours.

Mr. Givens pointed out that he is adding an item to the March Marine Commission meeting to request approval to allow him to approve lake commercial license requests that come in past the November 1st deadline when there is room available in the Model.

ADJOURN THE MEETING

With no further discussion, Council unanimously agreed to adjourn the meeting at 11:35 a.m.

ATTEST:

Michelle Jolley,
Town Clerk

Mayor Carol Pritchett

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: February 11, 2020

SUBJECT: BA# 270 – Hydro – Small Generator Repairs (\$110,000)

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: B
Department: Finance
Contact: Finance Director, Sam Karr
Presenter: Finance Director, Sam Karr

BRIEF SUMMARY: This budget amendment is needed for generator rotor insulation and electrical work.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve BA# 270 for small generator repairs.

FUNDING SOURCE: Transfer from Electric Fund

ATTACHMENTS: BA# 270

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends this budget transfer.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2020:

Department: Hydro/electric-Small Generator Repairs

Purpose: Generator rotor insulation and electrical work

Section 1. To amend the Hydro-electric Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
588	56-800000		\$110,000	\$294,117

To provide the additional revenue for the above, the following revenues will be increased:

Account Name: Transfer from Hydro-electric Fund Equity

Account Number: 56-398601

Amount: \$110,000

Section 2. I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Finance Officer

Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this _____ day of _____, 2020.



163 Heritage Lane, Bostic, NC 28018 • 828.245.4080 office • 828.223.2265 mobile • 828.245.2189 fax

March 4, 2020

Mr. Shannon Baldwin, Manager
Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746

RE: Hydroelectric Facility
Small Generator

SUBJ: Request \$110,000 for rewinding the poles in the Small Generator

Dear Shannon,

As we discussed on Wednesday, February 26, 2020 at the town of Commissioners workshop meeting there is a need for an additional amount of \$110,000 to rewind the poles in the Small Generator at the hydroelectric facility. This work is identified as items C3, C4 and C5 in Exhibit A, highlighted in yellow. This work, rewinding the poles, was not anticipated when the rehabilitation of the small generator was first undertaken by the Clifton Corporation and not part of the existing \$174,000 contract. However, it has been discovered that this is now necessary. After this work has been completed the Clifton Corporation can proceed with the remainder of their contract for the installation and commissioning of the small generator. These steps are highlighted in green in Exhibit A.

Background

During the course of Clifton Corporation's work on the small generator it came time to test the resistance of the insulation on the poles in the stator to determine if they were acceptable before putting the unit back together and installing it. The Megger readings on the poles were unacceptable. When this was discovered the Clifton Corp. engaged in a concerted effort to dry out the poles based on the premise that moisture might be the problem. A 'hot-box' was built around the small generator using two-inch-thick rigid foam insulation and putting heaters inside. The temperatures inside the 'hot-box' were sustained above 100 degrees Fahrenheit for two to three weeks. This did not resolve the issue, the poles continued to fail the Megger test.

Recommended Plan for Action

A discussion ensued regarding the next best step in resolving the failed Megger readings on the poles. It was suggested that the best approach would be to ship the rotor with the poles to B&M Industrial, Conover, NC (B&M). B&M is an electrical service provider that has provided

Mr. Shannon Baldwin, Manager
March 4, 2020
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electrical services to the Lake Lure hydroelectric facility in the past with satisfactory results. They are well qualified to rewind the poles in the rotor. Further, it was suggested that if the Town of Lake Lure is going to ship the rotor to a service provider to have the bad poles rewound, it would make sense to rewind all the poles since all of them are beyond their useful service life. By doing so, this rehabilitates a major component in the small generator extending the useful life of the rehabilitation significantly. B&M was contacted for providing this service and a price was obtained from them. The total cost for packing up the rotor with the poles, shipping it to B&M, having B&M rewind all poles in the rotor, shipping it back, and installing the rotor in the generator is \$110,000.

After all the work identified in Exhibit A has been completed nearly all the major electrical and mechanical parts of the small generator will have been rehabilitated. This could result in a useful service life of approximately 30 years.

Since this expenditure of \$110,000 is beyond the Clifton Corporation's current contract for rehabilitation of the small generator this must be added to their contract as a change order. The specific details of the change order can be worked out in separate meeting with Mr. Mierek, such as how B&M will be paid. A budget amendment will be required to authorize this expenditure on the small generators. I am suggesting that this item be placed on the agenda for the March 10, 2020 Board of Commissioners Meeting.

If you should have any questions regarding the above, please contact me.

Very truly yours,

A handwritten signature in black ink that reads "Kurt Wright". The signature is written in a cursive, flowing style with a large initial "K" and "W".

Kurt Wright, PE, BCEE, PWAM
President

Cc: David Arrowood
Charles Mierek

Mr. Shannon Baldwin, Manager
March 4, 2020
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EXHIBIT A

REHABILITATION OF THE SMALL GENERATOR LAKE LURE HYDROELECTRIC FACILITY FEBRUARY 18, 2020

On Tuesday February 18, 2020 Charles Mierek and Kurt Wright were together in a meeting with Shannon Baldwin, David Arrowood and David Di'Orio. Kurt Wright requested from Charles a list of the work that has been done, and needs to be done, on the Small Generator. Charles provided the following.

FOUR STAGES FOR REHABILITATING THE SMALL GENERATOR

- A. Disassemble Unit
- B. Machine Work
- C. Repairs / Rewinding Poles on Rotor
- D. Reassemble Unit
- E. Commissioning

A. Disassemble the Unit

- 1. Disassembled wiring, Remove Exciter
- 2. Stabilized the rotor, flywheel, shaft & turbine
- 3. Removed Generator Bearings
- 4. Removed Spider
- 5. Disconnected coupling
- 6. Removed rotor
- 7. Removed flywheel
- 8. Removed turbine bearing housing
- 9. Disassembled top hardware
- 10. Removed turbine hardware, shaft and turbine and ship to Powerhouse Mechanical

Mr. Shannon Baldwin, Manager
March 4, 2020
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B. Machine Work

1. Shipped necessary parts to Powerhouse Mechanical
2. Machine wicket gates and thrust mount, manufacture all new hardware
3. Repaired cracks in turbine runner
4. Wicket gate repairs and re-machining, including the top and bottom plates
5. Recoated runner
6. Manufactured new shaft and balance it
7. Repoured and machined all 3 radial & thrust babbitt bearings (done in GA)
8. Machined ports for the thermocouples (done in GA)

C. Repairs / Rewinding Poles on Rotor

1. Checked pole insulation (whole or separate and check individual poles as necessary)
 - a. Stator (passed check)
 - b. Rotor (did not pass check)
2. Increased insulation by drying as necessary and check
3. Remove rotor to electric shop
4. Rewind the poles repair rings
5. Return to hydroelectric plant
6. Repair hydraulic lubrication system

D. Reassemble Unit

1. Clean & paint turbine scroll case
2. Mount shaft and turbine
3. Mount wicket gates
4. Mount head cover
5. Install new hardware
 - a. Thrust bearings

Mr. Shannon Baldwin, Manager

March 4, 2020

Page 5

b. Trust collar

c. Seals

d. Links

e. Offset bolts

6. Mount flywheel

7. Generator

8. Mount Rotor into stator

9. Install 3 bearings and new oil pump

10. Install thermocouples and mount pads and radial bearings

11. Assemble the stator motor on to mounting position

12. Connect couplings

13. Connect wiring for:

a. generator

b. controls

14. Install the turbine bearing

15. Adjust wicket gates

15. Design, procure, and install the turbine bearing cooling system into the controls

16. Reset butterfly valve

E. Commissioning

1. Start rotation to test cooling and lubrication systems

2. Start electrically energize

3. Monitor Operation

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: February 11, 2020

SUBJECT: BA# 271 – Hydro – Insurance Carrier Requirements (\$50,000)

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: C
Department: Finance
Contact: Finance Director, Sam Karr
Presenter: Finance Director, Sam Karr

BRIEF SUMMARY: This budget amendment is needed to get the plant in compliance according to our insurance carrier NCLM.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve BA# 271 for insurance carrier requirements.

FUNDING SOURCE: Transfer from Electric Fund

ATTACHMENTS: BA# 271

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends this budget transfer.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2020:

Department: Hydro/electric-Insurance

Purpose: To get the plant in compliance according to our insurance carrier NCLM

Section 1. To amend the Hydro-electric Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
450	56-800000		\$50,000	\$50,000

To provide the additional revenue for the above, the following revenues will be increased:

Account Name: Transfer from Hydro-electric Fund Equity

Account Number: 56-398601

Amount: \$50,000

Section 2. I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Finance Officer

Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this _____ day of _____, 2020.



163 Heritage Lane, Bostic, NC 28018 • 828.245.4080 office • 828.223.2265 mobile • 828.245.2189 fax

March 4, 2020

Mr. Shannon Baldwin, Manager
Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746

RE: Hydroelectric Facility
Mutual Boiler Re / FM Global
FM Global Risk Report

SUBJ: Request \$50,000 for FM Global Risk Report Compliance issues

Dear Shannon,

As you know I have been tasked with achieving compliance with the FM Global Risk Report authored by Mr. David Peckham. The first efforts by the town were rejected, this is another effort to overcome their concerns and achieve compliance.

I have condensed the items in Mr. Peckham's report in an Excel Workbook. A copy of that workbook is provided in Exhibit A. The first four items in this workbook indicate items that more than likely will require the services of a 3rd Party Service Provider. The use of a 3rd Party Service Provider is recommended so that Mutual Boiler Re / FM Global can find no fault with the work that has been done. It is not known how much this will cost. A conservative budget for these 3rd Party Service Providers is recommended to be \$50,000. It is hoped that all of these funds will not be necessary. For example, I received an email back from Mr. Peckham yesterday stating that he accepted the test results for the transformer oil that was already performed by a 3rd Party Service provider for the town, namely FirstEnergy. That has reduced the four items shown in Exhibit A down to three. I plan to whittle away at the work that has already been performed by the Clifton Corporation and other 3rd Party Service providers first for the other three items to see if Mr. Peckham will approve those as well. If he does not, then I will move expeditiously to reach out to other 3rd Party Service providers to have them perform the service for the town. Mr. Peckham has in fact provided me with some recommended 3rd Party Service providers for this purpose in case that is necessary. I must say that Mr. Peckham has been very helpful with this effort and I hope that he continues to do so. Whether or not Mutual Boiler Re / FM Global accepts the re-submission of the requirements in Exhibit A, the town will have

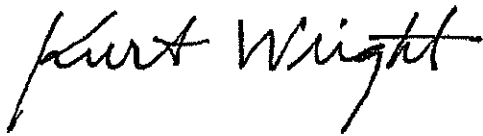
Mr. Shannon Baldwin, Manager
March 4, 2020
Page 2

proper documentation as they move forward operating the hydroelectric facility in the future and this is a good thing.

A budget amendment will be required to authorize this expenditure for the FM Global Risk Report compliance. I am suggesting that this item be placed on the agenda for the March 10, 2020 Board of Commissioners meeting.

If you should have any questions regarding the above, please contact me.

Very truly yours,

A handwritten signature in black ink that reads "Kurt Wright". The signature is written in a cursive, flowing style with a large initial 'K'.

Kurt Wright, PE, BCEE, PWAM
President

Cc: David Arrowood
Charles Mierek

EXHIBIT A

LAKE LURE HYDROELECTRIC FACILITY

FM GLOBAL RISK REPORT

Number as Presented in Report	Common Number	Short Name	Long Name	FM Global Description	Referenced FM Global Data Sheets	Status
19-01-001	1	Infrared Testing	Infrared thermographic testing of Switchgear and Circuit Breakers	Conduct infrared thermographic surveys on electrical components of the power plant. Conduct regular infrared thermographic surveys in accordance with FM Global Data Sheet 5-19, Switchgear and Circuit Breaker, Section 2.1.2.	5-19 Switchgear and Circuit Breaker, Section 2.1.2	This will be outsourced in order to avoid any question by FM Global / Mutual Boiler Re.
19-01-002	2	Test Breakers	Test all Medium Voltage Breakers	Perform functional test on all medium voltage breakers. Clean and test all breakers in accordance with FM Global Data Sheet 5-19, Switchgear and Circuit Breakers, Section 2.1.3.	5-19, Switchgear and Circuit Breakers, Section 2.1.3.	This will be outsourced in order to avoid any question by FM Global / Mutual Boiler Re.
19-01-003	3	Test Transformer Oil	Test transformer oil dissolved gas analysis	Perform annual transformer oil dissolved gas analysis on turbine generator output transformer. Perform transformer online annual testing in accordance with FM Global Data Sheet 5-4, Transformers, Section 2.1.2.	5-4, Transformers, Section 2.1.2	I will submit this to David Peckham and see if he will accept the 3rd party we have already used.
19-01-004	4	Trip Test	Overspeed Trip Test	Perform annual overspeed trip test on each turbine generator. Perform overspeed trip test in accordance with FM Global Data Sheet 5-3, Hydroelectric Power, Section 2.3.1.1.	5-3, Hydroelectric Power, Section 2.3.1.1.	We might try to do this in house unless David Peckham advises otherwise - meaning FM Global won't like it.
19-01-005	5	ERP	Emergency Response Procedures	Develop written Operator Emergency Procedures for actions needed in the Plant. Develop written Emergency Procedures for the operators to follow. These procedures should include actions needed for all operational alarms. The operators should receive periodic refresher training. Develop long term maintenance schedule for Minor/Major inspections on the Turbines and Generators. Develop a schedule for Minor and Major inspections on the Turbines and Generators. Reference the technical manuals, guidance from industry technical experts and FM Global Data Sheet 5-3, Hydroelectric Power, Section 2.3.1 and FM Global Data Sheet 5-12, Electric AC Generators, Section 2.3.6, Table 3.	None	Charlie Mierek has already written the ERP. Kurt, Charlie, David review this first. Then get David Peckham on the telephone have a conf call and see what his issues are with it. Revise as needed.
19-01-006	6	SOP/PMP	Standard Operating Procedures and Preventive Maintenance Procedures	This schedule should address the need for maintenance items below. --Turbine and associated parts --Head gates operation and emergency operation --Inspection of trash racks, turbine governor system, lubrication system and bearing temperatures --Spillway gates operation and emergency operation --Dewatered and drained inspections of the turbine and wicket gates --Nondestructive Examination of turbine components --Inspection of turbine head cover, head bolts, flange and rim guidance bolts --Inspection of Penstocks --Generators in accordance with FM Global Data Sheet 5-12, Electric AC Generators, Section 2.3.6 Table 3	5-3, Hydroelectric Power, Section 2.3.1 5-12, Electric AC Generators, Section 2.3.6, Table 3	Charlie Mierek has already written these. Kurt, Charlie, David review this first. Then get David Peckham on the telephone have a conf call and see what his issues are with it. Revise as needed.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: March 10, 2020

SUBJECT: BA# 272 – Lake Lure Dam Work Order No. 4 Proposal

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: D
Department: Finance
Contact: Finance Director, Sam Karr
Presenter: Finance Director, Sam Karr

BRIEF SUMMARY: Schnabel Engineering proposes a lump sum fee of \$4,500 for services included in Lake Lure Dam Rehabilitation Work Order No. 4.

RECOMMENDED MOTION AND REQUESTED ACTIONS: Approve BA# 272 for the Lake Lure Dam Rehabilitation Work Order No. 4.

FUNDING SOURCE: Transfer from the Electric Fund

ATTACHMENTS: BA# 272, email from Schnabel Engineering, Work Order No. 4 Proposal

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends this budget transfer.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2020:

Department: Hydro/electric

Purpose: Schnabel Work Order #4, workshop with NCDOT & NC Dam Safety

Section 1. To amend the Hydro-electric Fund, the expenditures are to be changed as follows:

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
190	56-720000		\$4,500	\$143,480

To provide the additional revenue for the above, the following revenues will be increased:

Account Name: Transfer from Hydro-electric Fund Equity

Account Number: 56-398601

Amount: \$4,500

Section 2. I certify that the accounting records provide for this budget amendment, and that the revenue source(s) are available:

Finance Officer

Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.

Adopted this _____ day of _____, 2020.

From: Jonathan Pittman [<mailto:jpittman@schnabel-eng.com>]

Sent: Wednesday, March 4, 2020 11:01 AM

To: Shannon Baldwin

Cc: Mark Landis

Subject: March 17 Workshop

Shannon,

Here is a proposal to prepare for and attend the March 17 workshop. We know the Town has very limited funding for any additional services so we've reduced the costs as much as possible. I'm proposing \$4,500 instead of the \$7,000 I mentioned over the phone.

I will reach out to George Eller today about attending the workshop on March 17.

Jonathan Pittman, PE

Senior Associate / Schnabel Engineering South, P.C.

T 336.274.9456 / C 804.640.3844

11 A Oak Branch Drive

Greensboro, NC 27407

schnabel-eng.com



SCHNABEL ENGINEERING SOUTH, P.C.

March 4, 2020

Mr. Shannon Baldwin
Town Manager
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: 18P21021.02, Work Order No. 4, Professional Dam Engineering Services for the Lake Lure Dam Rehabilitation Project, Lake Lure, North Carolina

Dear Mr. Baldwin:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this work order proposal for professional dam engineering services for the Lake Lure Dam Rehabilitation project.

BACKGROUND

In accordance with our Work Order No. 3 authorized by the Town on October 24, 2019, we evaluated several dam rehabilitation and replacement alternatives to address various NC Dam Safety requirements and extend the service life of the structure. Our draft alternatives evaluation report was submitted to the Town on February 19, 2020. Since the submission of that report, the need for additional coordination and several meetings has been identified. Attendance at these meetings and general coordination following the submission of the alternatives report was not included in the scope of our Work Order No. 3.

SCOPE OF SERVICES

The objective of our services proposed under this work order is to support the Town's selection of a preferred dam rehabilitation or dam replacement alternative. Services for this project will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina. The scope of services for this phase of the project is described in detail below.

Task 01 – Dam Alternatives Workshop

This task includes one face-to-face workshop with the Town, NCDOT, and NC Dam Safety on March 17, 2020. Our Project Manager and Lead Engineer will attend the workshop. This task also includes time for workshop preparation and the development of a workshop presentation. We will finalize the dam alternatives evaluation report based on the discussions at this workshop. The scope and fees associated with finalizing the dam alternatives evaluation report are already covered under Work Order No. 3.

Town of Lake Lure
Lake Lure Dam – Work Order No. 4 Proposal

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are not included in our proposed scope, but can be provided upon request:

- Attendance at additional meetings not listed above.
- Additional engineering investigations, analyses, and design.
- Preparation of funding applications or funding support.

PROJECT FEES

The lump sum fee for these services is **\$4,500**. A detailed breakdown of this fee is included as Attachment 1, and our current Schedule of Personnel Fees is included as Attachment 2. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum.

PAYMENTS

One invoice for these services will be submitted at the end of March 2020. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town dated September 15, 2018 (Attachment 3).

GENERAL

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town will apply to the services proposed herein. Your acceptance of this work order proposal by signing and returning one copy of this letter will form our agreement for these services. You may transmit your acceptance of this proposal electronically with the understanding that the signature on the electronic document will be considered an original signature. This work order proposal is valid for 90 days from the date shown.

Town of Lake Lure
Lake Lure Dam – Work Order No. 4 Proposal

We appreciate the opportunity to submit our proposal for these services and look forward to continuing to work with the Town on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



Jonathan M. Pittman, PE
Project Manager / Senior Vice President

JMP:MEL

Attachments:

- (1) Detailed Fee Breakdown (1 Sheet)
- (2) Schedule of Personnel Fees (1 Sheet)
- (3) Professional Services Agreement and Terms and Conditions (5 Sheets)

This work order proposal is:

ACCEPTED BY: _____ TOWN OF LAKE LURE, NC

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA

Effective until December 31, 2020

Senior Consultant	\$297.00/hr
Principal	277.00/hr
Senior Associate	244.00/hr
Associate	212.00/hr
Senior Engineer/Scientist	185.00/hr
Project Engineer/Scientist	158.00/hr
Senior Staff Engineer/Scientist	135.00/hr
Staff Engineer/Scientist/Technologist	118.00/hr
Senior Technician II (see note 3)	112.00/hr
Senior Technician I (see note 3)	93.00/hr
Technician III (see note 3)	82.00/hr
Technician II (see note 3)	69.00/hr
Technician I (see note 3)	58.00/hr
CADD III	123.00/hr
CADD II	115.00/hr
CADD I	94.00/hr
Clerical/Admin	80.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expense for personnel in the field will be billed at cost plus a 15% markup.
3. Overtime for Technicians is time for work on Saturday, Sunday and national holidays, time in excess of 8 hours per day and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$25/hr is added to the above rate for overtime.
4. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), dated as of September 12, 2018 (the "Effective Date"), is by and between the **Town of Lake Lure** (hereinafter "Client"), with an office at 2948 Memorial Highway, Lake Lure, NC 28746 and **Schnabel Engineering South, P.C.** (hereinafter "Consultant") with an office at 11-A Oak Branch Drive, Greensboro, NC 27408 (hereinafter collectively "Parties").

This Agreement is specific to services ("Services") required to rehabilitate and/or upgrade Lake Lure Dam, its hydro-electric generating facility, and appurtenances to meet NCDEQ Dam Safety requirements and extend the service life of the facility ("Project"). Services may include review of existing documents, investigation of the existing condition of the structure, analysis of existing and proposed conditions, design of repairs or modifications, bidding support, construction administration and oversight, and related services. The work will be performed in phases, and the Scope of Work, fees and method of compensation, schedule, and deliverables of service will be presented in individual Task Order Proposals for each phase. Services provided under this Agreement will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina.

In consideration of the mutual agreements herein expressed, the Parties contract, covenant, and agree as follows:

1. SCOPE OF SERVICES/COMPENSATION.

1.1 Consultant shall perform the Services set forth in individual Task Orders, which shall be governed by this Agreement. Each executed Task Order shall include the Scope of Work, fee compensation amounts and method of billing, the schedule of performance, and descriptions of the deliverables of Services..

1.2 Client shall pay Consultant for Services rendered under this Agreement on the basis set forth in each executed Task Order.

2. TERM OF AGREEMENT. Upon execution by the Parties, this Agreement shall have the Effective Date as set forth above and shall remain in force until all obligations related to the Services have been fulfilled, unless sooner terminated as provided herein.

3. ENTIRE AGREEMENT.

3.1 The Agreement between Consultant and Client consists of this Agreement, executed Task Orders, and any exhibits or attachments attached or incorporated herein. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Consultant pursuant to this Agreement are described in each executed Task Order and include the Scope of Work. Both Client and Consultant must mutually acknowledge any changes to this Agreement in writing. All work performed by Consultant on or relating to the Project is subject to the terms and limitations of this Agreement.

3.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 15, "Dispute Resolution."

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

4.1 Consultant shall perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

5.1 Client will provide rights of entry and access for Consultant to perform its Services.

5.2 Consultant will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Consultant of known or

suspected underground features in the area of the work, and Consultant will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.

5.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

6.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Consultant and Consultant's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Consultant retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Consultant will provide signed and sealed versions of the final deliverables to the Client in both hard copy and electronic format. Client may make and retain copies of them for information and reference in connection with permitting, financing, bidding and construction of renovations and facility improvements relating to the Lake Lure Dam, Hydro-electric Plant and appurtenances as addressed by this Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.

6.2 At Client's request, Client may negotiate with Consultant to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Consultant, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Consultant, and b) Client will defend, indemnify and hold harmless Consultant from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Consultant may retain copies of all documents for its files.

6.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E- Data") are provided only as an accommodation by Consultant for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Consultant from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Consultant.

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

7.1 Consultant's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Consultant's Documents, without first obtaining Consultant's prior written consent.

7.2 No third party may rely upon Consultant's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Consultant has agreed to such reliance in advance and in writing.

8. ASSIGNMENT, SUBCONTRACTING.

8.1 Neither Client nor Consultant may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.

8.2 Notwithstanding Section 8.1, Consultant may subcontract subsurface exploration, testing, and other supplemental services without notification or consent of Client.

9. TERMINATION, SUSPENSION.

9.1 Termination for Convenience. The Client may terminate this Agreement for its convenience upon twenty-one (21) days written notice to Consultant. In the event of termination for convenience, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated. Consultant shall not be reimbursed for anticipatory profits.

9.2 Termination for Cause. The Client may terminate this Agreement upon fourteen (14) days written notice may terminate this Agreement if Consultant fails to substantially perform through no fault of Client and does not commence correction of such performance within five (5) days of written notice and

diligently complete the correction thereafter. In the event of termination for fault, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to effective date of termination for which Consultant has not been previously compensated. All costs and charges incurred by Client to complete the Services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to Consultant, and to the extent such deduction is insufficient to cover such costs and charges to Client, Consultant shall be and remain liable to pay Client the amount of such excess.

9.3 Client's Failure to Pay. In the event of any failure of payment by Client when due, Consultant shall have the right to suspend work on the Project and may retain any and all work products whether prepared by Consultant or submitted to Consultant by others, until payment has been brought current. In such event, Consultant shall have no liability for any damages or losses that may result from any delay associated the suspension of work or for the withholding of work products. If Client's failure to pay continues for more than sixty (60) days, Consultant may terminate this Agreement effective upon written notice to Client.

10. ALLOCATION OF RISK.

10.1 Consultant's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Consultant under this Agreement or \$3,000,000, whichever is greater.

10.2 Client and Consultant agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.

10.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

11. INSURANCE.

11.1 Consultant shall procure and maintain for the duration of the Project and three years following, with insurance carriers reasonably acceptable to the Client, the following insurance coverage:

- (a) Commercial General Liability on an occurrence form, including coverage for premises and completed operations/products, Contractual Liability, General Aggregate per Project, "x-cu" coverages
 - \$1,000,000 each occurrence
 - \$ 10,000 Medical Expenses
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- (b) Automobile Liability - Including coverage for Owned, Hired, and Non-Owned Autos
 - \$1,000,000 Combined Single Limit
- (c) Workers Compensation and Employer's Liability
 - Statutory Limits for Workers Compensation
 - \$500,000 each accident
 - \$500,000 each occurrence by disease
 - \$500,000 by disease - policy limit
- (d) Umbrella Liability - applying over all above-referenced policies
 - \$10,000,000 each occurrence
- (e) Professional Liability
 - \$3,000,000 each claim
 - \$3,000,000 annual aggregate

11.2 Additional Insured. Except for Workers Compensation and Professional Liability, policies shall include Client as Additional Insured on a primary and noncontributory basis, to include ongoing and completed operations.

12. INDEMNIFICATION.

12.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense) or other losses (collectively "Losses") to the extent caused by Consultant's negligent performance of its Services under this Agreement.

12.2 Indemnification of Consultant. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all claims by third parties related to services provided by Consultant under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

13. INVOICES, PAYMENTS.

13.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one percent (1%) per month or fraction thereof on past due payments under this Agreement.

13.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Consultant will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney's fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Consultant.

14. NOTICE. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

Client: Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Consultant: Schnabel Engineering South, P.C.
11-A Oak Branch Drive
Greensboro, NC 27407

or to that address which the receiving Party may from time to time give notice to the other Party in writing. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver.

15. DISPUTE RESOLUTION.

15.1 Claims, disputes, and other matters in controversy between Consultant and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.

15.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Consultant agree that venue for any litigation will be in the courts of the State of North Carolina, and Consultant and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

16. FORCE MAJEURE.

16.1 Any delay in or failure of performance of, either party to this Agreement shall not constitute a default, if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party affected, including but not limited to, acts of God or the public enemy, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, or any causes a party is unable, with reasonable diligence, to prevent; provided, however, that a party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

17. SEVERABILITY.

17.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this Agreement, on the day and year first above written.

CONSULTANT:

Schnabel Engineering South, PC

By: [Signature]

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: [Signature]

Name: Karl J. Conley
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: March 10, 2020

SUBJECT: Suspension of Chapter 61: "Peddlers" of the Code of Ordinances for Hickory Nut Gorge Chamber of Commerce

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: E
Department: Administration
Contact: Laura Krejci, Communications Specialist
Presenter: Laura Doster, Executive Director, HNG Chamber of Commerce

BRIEF SUMMARY: In the past, Town Council has suspended Chapter 61: "Peddlers" of the Lake Lure Code of Ordinances for the Hickory Nut Gorge (HNG) Chamber of Commerce events being held on Town property. The Chamber of Commerce is requesting suspension of this Chapter of the Ordinance for the 12th Annual Sale on the Trail event, which will be held in Morse Park on April 18, 2020. Additionally, the Chamber is requesting Council's approval to allow food trucks at this event and for waiver of the Meadows rental fee and deposits.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To Suspend Chapter 61 of the Lake Lure Code of Ordinances, to waive the rental and deposit fees, and to allow food trucks for the 12th Annual Hickory Nut Gorge Sale on the Trail event to be held on Saturday, April 18, 2020.

FUNDING SOURCE: Not Applicable

ATTACHMENTS: Chapter 61 of the Lake Lure Code of Ordinances, Ordinance No. 19-07-09

STAFF'S COMMENTS AND RECOMMENDATIONS: Chapter 61 of the Code of Ordinances prohibits the sale of merchandise or other items within the corporate limits of the Town. The suspension of the Ordinance for is specific date allows the Hickory Nut Gorge Chamber of Commerce to promote sales at their event. Additionally, Council passed an ordinance in July, 2019 allowing the use of mobile food vendors for town-sanctioned events (Ord. No. 19-07-09)

Revised 8/13/18



2948 MEMORIAL HWY. / P.O. BOX 255
LAKE LURE, NC 28746
828-625-9983

PERMIT FOR USE OF TOWN RENTAL FACILITIES

This Permit for Use application is entered into by and between the Town of Lake Lure ["Town"] and ["Responsible Party"].

Chamber of Hickory Nut Gorge
Name
107 Arcade St, Lake Lure NC 28746
Mailing Address City State Zip
828-625-2723
Contact Phone Number(s)

In consideration of the Responsible Party's request to use the: (Check one)

- ☐ Lake Lure Gazebo
☐ Community Hall in Municipal Center
☒ Meadows

It is agreed by the parties that:

REQUIREMENTS

1. The Responsible Party will be solely and wholly responsible for any and all damage sustained to the premises indicated above during or as a result of the event set forth below.
2. The Responsible Party shall indemnify and hold harmless the Town from and against any and all liability for personal injuries, property damage, or for loss of life or property resulting from, or in any way connected with, the condition or use of the premises covered by this permit, or any means of ingress to and egress from these premises.
3. It is understood that this Permit is issued only to the aforesaid Responsible Party and may not be transferred or assigned, and shall not be inure to the benefit of any successor or assignee of the Responsible Party.
4. The consumption of alcoholic beverages of all types is specifically prohibited. And the use of tobacco products of any kind in any building is specifically prohibited.
5. The Responsible Party shall ensure that the premises are cleaned after the event and all trash is collected and removed.

Type of Event: Sale on the Trail
Date of Event: 4/18/20 Actual time of ceremony or event 8AM - 2PM

FEES FOR USE OF TOWN FACILITIES

(Circle all applicable fees)

Rental Facilities	Standard Rate	Discounted Rate (for qualifying charitable events /Town Employees	Security Deposit	Trash Disposal Fee
Lake Lure Pavilion (Gazebo) - per event	\$500	\$100	\$250	\$200
Community Hall - Half Day Rental (<4 Hours)	\$100	\$50	\$250	
Community Hall - Full Day Rental (>4 Hours)	\$200	\$50	\$250	
Morse Park Meadows Rental Rates	Standard Rate		Security Deposit	Trash Disposal
Meadows - Full Day Rental	\$250		\$250	\$200
Meadows - Full Day Rental - Qualifying Charitable Event	\$100		\$250	
Recycle Bins	\$10 per day			
Electric Hook-up	\$10 per day			
Water Hook-up	\$10 per day			

To reserve a date, fees and security deposits for requested facilities must be tendered with the 'Permit for Use application'. After the event is held, and the facility is cleaned and vacated at the specified time, the deposit will be returned by mail the following week.

Please note that refunds will not be given due to inclement weather.

If written notice of cancellation is given 90 days prior to the event date, the rental fee will be returned to the responsible party. However, the deposit will be considered non-refundable. If cancellation is made within 90 days of the event date, both the deposit and fee will be considered non-refundable.

Additional Permits Required

Will your event:

- ☐ Include amplified music or P.A. systems? (Not required for Community Hall) [Town entertainment event permit required]
- ☐ Utilize a tent or canopy? [Town fabric structure permit required. Council approval required for all over 2,000 sq ft]
- ☒ Have vendors or sales of food or other items (e.g., art)? [Town Council's approval required]
- ☐ Include alcohol? (Not allowed in Meadows or Gazebo area) [For Community Hall, Town Manager and Police Chief approval required]

[] Entertainment Event Permit attached

[] Fabric Structure Permit attached

[] Request Letter to Town Council attached

See Attached Agenda Request Form

I acknowledge that I have read and understand the requirements of this Permit as set forth above and agree as an agent of the Responsible Party to abide fully with these requirements. Failure to comply with all requirements will result in a forfeiture of deposit.

Signed: _____

On behalf of the Responsible Party named above

Permit Issued on this _____ day _____, 20____.

APPROVED: _____, Town of Lake Lure, NC

ORDINANCE NUMBER 19-07-09

**AN ORDINANCE AMENDING CHAPTER 92, ZONING REGULATIONS OF THE TOWN
OF LAKE LURE, ESTABLISHING § 92.042(E):
AUTHORIZING MOBILE FOOD VENDORS TO BE PERMITTED FOR TOWN-
SANCTIONED SPECIAL EVENTS TO THE EXTENT AND IN LOCATIONS AS
RECOGNIZED**

WHEREAS, the Town of Lake Lure is desirous of continuously promoting and sponsoring Special Events and Festivals that are traditionally established, as well as other events that showcase natural resources and community amenities for citizens and guests to the Town; and,

WHEREAS, such events and festivals are consistently well-attended and successful; and,

WHEREAS, the Town of Lake Lure recognizes that guests and citizens attending these festivals are demographically diverse and have indicated being receptive to, as an integral part of such events, dining experiences and opportunities that augment the established facilities located within the Town; and,

WHEREAS, the Town of Lake Lure recognizes that mobile food vendors, as permitted and located within designated Special Event or Town-designated Festival areas, are best categorized as temporary uses of land; and,

WHEREAS, the Town of Lake Lure wishes to allow such diverse dining options to reinforce interest in Town-sanctioned Special Events to the extent and in locations as recognized, while providing affirmation to all local established restaurateurs that they are considered important and appreciated; and,

WHEREAS, Town Council finds that this Ordinance is consistent with the 2007-2027 Town of Lake Lure Comprehensive Plan in that Festivals and Events utilizing mobile food vendors potentially recognize and plan for shifts in demographics and their effect on the utilization of park spaces, services, and facilities pursuant to Policy PR-2-2.3; and,

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

SECTION ONE. *Authority:* Title. This Ordinance is enacted pursuant to the grants of authority contained in Sections 160A-381 and 160A-174 of the North Carolina General Statutes. It shall be known and may be referred to as the Ordinance authorizing mobile food vendors to be permitted for Town-sanctioned Special Events to the extent and locations as recognized.

SECTION TWO. Chapter 92: Section 92.042(E), of the Town of Lake Lure Code of Ordinances is hereby adopted as follows:

§ 92.042(E). Mobile food vendors authorized for Town-sanctioned Special Events off Town property or outside of GU zoning districts.

- 1) Mobile food vendors are licensed motor vehicles or mobile food units which offer for sale and consumption food and beverages (excluding alcohol). Such may be employed during any Town-sanctioned special events as allowed within the pre-determined Special Event area(s) off Town property or outside of GU zoning districts.
- 2). Permits required.

- a) Mobile food vendors shall secure a permit to operate during Town-sanctioned special events not on Town property or outside of GU zoning districts. These locations must be defined by the Town as part of the Special Event area. Applicants shall provide such information as is deemed necessary by the administrator to demonstrate compliance with this ordinance; as well as confirmation of compliance with all applicable health regulations.
 - b) The owner, or authorized agent thereof, of any property upon which a mobile food vendor(s) proposes to operate, shall endorse the permit for the establishment of a mobile food vendor site during the Special Event.
 - c) In the issuance of permits for mobile food vendor sites and mobile food vendors, the administrator shall have broad discretion to assign such conditions as may be necessary to protect the health, safety, and welfare of the public.
- 3) Mobile food vendors must have a base of operations such as a restaurant or commercial commissary and verify that information upon application.
- 4) No waste, grease, or wastewater shall be released into the Town's sanitary sewer or stormwater collection systems, ditches, tree wells, or other public spaces. Grease must be contained on site, protected from spillage and taken away by the vendor at the end of the event; or as deemed necessary by the Fire Marshal or Health Department.
- 5) There shall be no limit to the number of mobile food vendors per defined area so long as all other separation and site requirements as set forth below are met.
- 6) Separation and setbacks.
- a) Setbacks, generally. Mobile food vendors shall be situated at least ten feet from all property lines and any road right-of-way, shall not encroach onto any street, sidewalk, or travel way, and shall not obstruct any loading zone or handicapped parking space. This requirement shall not apply to special events approved by the Town for placement upon public streets.
 - b) Separation between mobile food vendors. Mobile food vendors shall be situated at least 20 feet from one another.
 - c) Separation between mobile food vendors and permanent structures.
 - i) The administrator may, upon recommendation of the fire marshal, approve the placement of mobile food vendors within 25 feet or less of a permanent structure. Such approval shall be based upon building type, building materials, existing fire breaks, and other pertinent information. Such reductions shall be reviewed on a case-by-case basis, at the discretion of the Fire Marshal and the administrator.
 - ii) Mobile food vendors must be set back a minimum of ten feet in all directions from fire hydrants.
- 7) Power.
- a) Outside of the Lake Lure Town Center, generators may be used to power the vending unit. Where available, within the Lake Lure Town Center only dedicated power supplies shall be used.

- b) For dedicated power supplies the applicant must present documentation that power load supplied to the vehicle is sufficient to meet the vehicles needs while in operation (30 amp/50 amp, etc.).
- 8) Vendors are subject to the requirements of the Town of Lake Lure Noise Ordinance (Chapter 84A, noise ordinance), North Carolina Health Code, and North Carolina Building Code.
- 8) Hours of operation for mobile food vendors shall be limited to the operating hours as established per the special event.
- 9) Each food truck shall supply at least one waste receptacle which must be removed and emptied at the end of each day, Town trash receptacles shall not be used for food truck waste.
- 10) External Signage.
 - a) Mobile food vendors shall be limited to the following:
 - i) One small A-frame sign not to exceed four feet in height and eight square feet of surface area may be placed within five feet of the vehicle or trailer to display daily specials, menus, or other similar information.

SECTION THREE. The Table of Contents and affected page numbers for the Town of Lake Lure Zoning Regulations are amended pursuant to the above amendments as written.

SECTION FOUR. In administering this Ordinance, the Town shall have all the remedies and enforcement powers contained in Chapter 10 of the Town Code of Ordinances and Chapters 5 and 13 of the Zoning Regulations, as supplemented herein, and as provided by the North Carolina General Statutes in NCGS 160A-365 and 160A-175.

SECTION FIVE. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

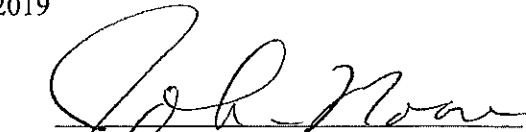
SECTION SIX. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

SECTION SEVEN. The enactment of this Ordinance shall in no way affect the running of any amortization provisions or enforcement actions, or otherwise cure any existing zoning violations.

SECTION EIGHT. This Ordinance shall be in full force and effect from and after the date of enactment.

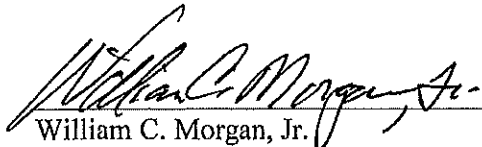
Adopted this 9th day of July, 2019




John Moore, Mayor Pro-tem


Michelle Jolley, Town Clerk

Approved as to content & form:


William C. Morgan, Jr.
Town Attorney

Section

61.10 Peddling Prohibited

61.20 Exemptions

61.90 Penalty

§ 61.10 PEDDLING PROHIBITED

(A) No person or itinerant merchant shall sell or offer for sale, produce, merchandise, or other items of personal property or engage in the general business of peddling within the corporate limits of the town. The sale of produce, merchandise, and other items of personal property, and in general the carrying on of business of peddling from stands and other temporary structures, trucks, cars, or other vehicles, constitutes a nuisance and is dangerous to the health and safety of the citizens of the town.

(B) Nothing contained herein shall prevent property owners from conducting yard sales on their own property, as long as said yard sales are not held more frequently than one day per month. **(Ord., passed; amended 4-10-18))**

§ 61.20 EXEMPTIONS

The following are exempt from the provisions of this Chapter:

(1) The circulation of petitions for signature or lawful distribution of advertising materials, flyers, or materials expressing views on political, social or religious matters.

(2) The lawful promotion or expression of views concerning political, social, religious and other like matters.

(3) The selling or offering for sale of goods, wares, merchandise, food, periodicals or services by bona fide members or representatives of charitable, religious, civic, educational or fraternal organizations, and who receive no compensation of any kind for their services, and such sale or offering by children under the age of 18 years who are students in a public or private school for school activities.

(4) The solicitation of contributions or pledges thereof for bona fide nonprofit organizations.

(5) The selling or delivery of goods to business establishments. (Ord., passed 4-10-2018) Penalty, see § 61.30 **(Ord., passed 4-10-2018)**

§61.90 PENALTY

Violation of this chapter shall be a misdemeanor and punishable on conviction by a fine not exceeding \$50 or by imprisonment not exceeding 30 days, or both, as provided in G.S. 14-4. (Ord., passed; amended 4-10-18)

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: March 10, 2020

SUBJECT: Resolution No. 20-03-10 Amending the South Mountain Regional Hazard Mitigation Plan

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: F
Department: Administration
Contact: Laura Krejci, Communications Specialist
Presenter: Laura Krejci, Communications Specialist

BRIEF SUMMARY: In order to be eligible for the current FEMA grant, Town Council must adopt a resolution to amend the Town of Lake Lure Annex to the South Mountain Regional Hazard Mitigation Plan. The amendment includes new language regarding dam failure mitigation measures.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt Resolution No. 20-03-10 Amending the Town of Lake Lure Annex to the South Mountain Regional Hazard Mitigation Plan.

FUNDING SOURCE: n/a

ATTACHMENTS: Resolution No. 20-03-10 and Amendment One, Email from Chris Crew (NCEM)

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends adoption of this resolution so that the Town is eligible for the current FEMA grant.



**RESOLUTION NO. 20-03-10
AMENDING THE TOWN OF LAKE LURE
ANNEX TO THE SOUTH MOUNTAIN REGIONAL
HAZARD MITIGATION PLAN**

WHEREAS, The Town of Lake Lure is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, The Town desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, The Town desires to participate in the Department of Homeland Security FY 2019 Rehabilitation of High Hazard Potential Dams Program (HHPD); and

WHEREAS, North Carolina Emergency Management's Hazard Mitigation Section and The Region IV Office of the Federal Emergency Management Agency have reviewed the currently adopted South Mountain Regional Hazard Mitigation Plan for compliance with HHPD program requirements and recommended amendments to the plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Town of Lake Lure hereby:

1. Adopts Amendment One to the Lake Lure Annex to the South Mountain Regional Hazard Mitigation Plan
2. Agrees to take such other official action as may be reasonably required to carry out the proposed dam risk analysis and identified program of repairs to the extent that such are eligible under the FY 2019 HHPD
3. Agrees to incorporate the salient points of this amendment into the next update of the Lake Lure Annex to the South Mountain Regional Hazard Mitigation Plan

Adopted on March 10, 2020

Mayor Carol C. Pritchett

ATTEST (Seal)

Michelle Jolley, Town Clerk



Amendment to South Mountain Regional Hazard Mitigation Plan Annex C, Town of Lake Lure, NC
July 20, 2015

Hazard Identification, Section 4; Hazard Profile, Section 5; Mitigation Goals, Section 8.2; Mitigation Action Plan, Section 9

Following adoption by The Town of Lake Lure on April 4, 2015 the following is an amendment to the above referenced Hazard Mitigation Plan to meet the planning requirements of the FEMA High Hazard Dam Repair Program. (See attached Adoption Notice)

Background

Dam and Levee Failure is identified as a hazard in section 4, page 4.5 Hydrologic Hazards, in the July 20, 2015 South Mountain Regional Hazard Mitigation Plan. The hazard evaluation process is identified in Table 4.3, pg 4:16. Section 5.13, pg 5:38 begins a hazard profile for dam and levee failure including location and spatial extent. Twenty high hazard dams are identified in Rutherford County on table 5.24, page 5:42 on the November, 2019 report from NCDEQ Dam Safety 19 high hazard dams are identified, including 3 in Lake Lure's jurisdiction. A priority Risk Index on page 5:42 describes how an index rating is calculated; $PRI\ VALUE = [(PROBABILITY \times .30) + (IMPACT \times .30) + (SPATIAL\ EXTENT \times .20) + (WARNING\ TIME \times .10) + (DURATION \times .10)]$ Table 5.33 establishes a PRI score of 2.1 for dam and levee failure. The hazard is defined as low risk/high consequence. There are two recorded incidents of catastrophic dam failure in the planning area, neither was in Rutherford Co/Lake Lure, thus there is no description of Extent and no hazard history associated with dam failure for the County or Town.

The Dam Safety Program at NCDEQ has identified 20 dams in Rutherford County as high hazard. Lake Lure dam is identified as a high hazard. The Town of Lake Lure has an Emergency Action Plan for the Lake Lure Dam on file with the NC Department of Environmental Quality.

The PAR assessment looks at the following factors in classifying risk:

Dam Hazards Classification

Low

Interruption of road service, low volume roads Less than 25 vehicles per day Economic damage Less than \$30,000

Intermediate

Damage to highways, Interruption of service 25 to less than 250 vehicles per day Economic damage \$30,000 to less than \$200,000

High

Loss of human life* Probable loss of 1 or more human lives Economic damage More than \$200,000

*Probable loss of human life due to breached roadway or bridge on or below the dam. 250 or more vehicles per day

NOTE: Cost of dam repair and loss of services should be included in economic loss estimate if the dam is a publicly owned utility, such as a municipal water supply dam.

Amendment 1, A Section 4 Hazard Identification, Hydrologic Hazards Table 4.3 page 4:16 South Mountain Regional Hazard Mitigation Plan identifies 118 high hazard dams in the planning region. Current data supplied by NCDEQ Dam Safety as of November, 2019 identifies 105 high hazard classification dams in the planning area; 20 of these are in Rutherford County; 3 are situated within the jurisdiction of Lake Lure. ***The plan is hereby amended to reflect the number provided by DEQ in November of 2019 represented on the attached spreadsheet.***

Section 8.1.1, page 8:2 of the plan describes prioritization of mitigation actions.

Funding of mitigation actions and measures will be pursued as available. Specific dam failure mitigation actions or projects will be prioritized as follows:

Attachment A: NCDEQ Dam Safety developed a risk-based selection and prioritization process for addressing high hazard dams as funding becomes available. This process will be employed by NCEM and by communities that wish to participate in the HHDR program. The analysis complies with the latest practices in dam safety risk management and are compliant with FEMA's Federal Guidelines for Dam Safety Risk Management, FEMA publication P-1025. Initial screening steps include securing buy-in and support from the local government/dam owner(s) and assurance that cost-matching requirements can be met by the local government. The second level of screening involves confirming that a particular dam is identified as a High Hazard Dam and has of updated Emergency Action Plan.

Following initial screening, a relative risk evaluation will be conducted to compare dam-specific conditions and risks. Where failure modes are driven by hydrologic concerns (under-sized spillways, poor design or other features/factors that might suggest a higher risk of catastrophic failure) are ranked ahead of dams that exhibit more static problems such as seepage or scouring. Although such conditions are cause for concern, they do not necessarily suggest that a catastrophic failure could be imminent.

To complete the assessment, subject dams are plotted on a matrix comparing approximate/relative *likelihood* of failure to approximate/relative *consequence* of failure.

Amendment 2, High Hazard Dam Mitigation goals, measures and actions are identified in Section 8 of the South Mountain Regional Hazard Mitigation Plan, to wit: 8.3.1 Prevention including capital improvements programming; 8.3.2 Property Protection including retrofitting existing building or structures to help them better withstand the forces of natural hazards; 8.3.4 Structural Projects intended to lessen the impact of hazards by modifying the progression of an event through construction including, dams/levees; diversion/detention/retention; channel modification

Mitigation Actions for the Town of Lake Lure are described in Annex C page C:105-106 of the plan; there are 6 actions specific to Lake Lure, none directly related to dam failure: ***The following measures identified in Attachment B are hereby adopted as additional mitigation actions:***

Dam failure mitigation measures and plan amendments were developed in cooperation with NCEM, NCDEQ and local government agents

Attachment B:

PP-1 Apply for funding through the FEMA High Hazard Dam Repair Program for mitigation measures associated with high hazard dams to include:

- 1) Geotechnical investigation to establish data for risk analysis and development of engineering designs/solutions
- 2) Build upstream dam to reduce load on existing dam
- 3) Property Acquisition in inundation area(s) below dam
- 4) Raise crest of dam to increase storage capacity
- 5) Add additional spillways, widen or lower existing spillways to increase discharge capacity
- 6) Warning systems to alert downstream areas of potential dam failure
- 7) Improve flow path below dam to increase conveyance capacity
- 8) Encourage conservation or re-forestation of upstream land to reduce runoff
- 9) Development of community Stormwater Management Plans for upstream communities
- 10) Complete an Emergency Action Plan in conjunction with NCDEQ for all High Hazard Dams in the county

These amendments will be incorporated into the appropriate sections of the South Mountain Regional Hazard Mitigation Plan during the 2020 update.

Subject: Amendment for the Town of Lake Lure to the South Mountain Regional Hazard Mitigation Plan

Importance: High

Ladies and gentlemen:

As we discussed last fall, NCEM Hazard Mitigation Planning has been working with the NC Department of Environmental Quality Dam Safety Section in the development of a funding proposal under the FEMA High Hazard Potential Dam Repair Program.

One of the program requirements is that communities participating identify high hazard dams and appropriate mitigation measures in their local Hazard Mitigation Plan.

After reviewing the portions of the South Mountain Regional Hazard Mitigation plan relevant to dam failure in the Town of Lake Lure, FEMA has concluded that there are two missing elements to the plan.

1) Identification of specific dams identified by NCDEQ as High Hazard Dams and, 2) identification of dam failure-specific mitigation measures.

I have taken the liberty of drafting an amendment to the Town of Lake Lure Annex to the South Mountain Regional Hazard Mitigation plan that adds the missing elements.

Local action is required to adopt the amendment. Please print the attached adoption notice on town letterhead and present the amendment to the Town Council for adoption. Once adoption is evidenced by a signature and seal on the notice, please return it to me and I will coordinate with FEMA Region IV to have the amendment recorded.

If you have any questions, please do not hesitate to contact me.

Chris Crew, CFM
Mitigation Plans Manager
Mitigation Section
NCEM
919 825 2305

X NEW BUSINESS

- Lake Lure Adventure Company Concession Agreement

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: March 10, 2020

SUBJECT: Request from Lake Lure Adventure Company for approval of a Concession Agreement with the Town

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Parks, Recreation, and Lake
Contact: Dean Givens, Parks, Recreation, and Lake Director
Presenter: Dean Givens, Parks, Recreation, and Lake Director

BRIEF SUMMARY: The Lake Lure Adventure Company is requesting approval of a Concession Agreement with the Town. The Lake Use Regulations requires a Concession Agreement if the maximum number of commercial boats allowed is exceeded. LLAC is exceeding the maximum allowed by one boat and therefore are requesting a Concession Agreement with the Town.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To approve the Concession Agreement with the Lake Lure Adventure Company, as presented.

FUNDING SOURCE: n/a

ATTACHMENTS: LLAC Concession Agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: This Agreement has been reviewed by the Town Attorney and town staff.

**CONCESSION AGREEMENT FOR LIVERY BOAT (5 PONTOON BOATS) BETWEEN
THE TOWN OF LAKE LURE AND LAKE LURE ADVENTURE COMPANY, INC.**

THIS NON-EXCLUSIVE CONCESSION AGREEMENT, made this the _____ day of _____, 2020 by and between the Parties: THE TOWN OF LAKE LURE, Lake Lure, North Carolina, a Municipal Corporation, hereinafter called "Town"; and Lake Lure Adventure Company, Inc., a North Carolina Corporation, 470 Memorial Highway, Lake Lure, NC, hereinafter referred to as LLAC.

WTINESSETH:

WHEREAS, all land covered by the waters of Lake Lure at full pond is owned by the Town of Lake Lure. Said lake is held in trust by the Town of Lake Lure for the benefit of the citizens of the Town. The Lake Lure Town Council created the Lake Lure Marine Commission as authorized by special act of the General Assembly of the State of North Carolina for the purposes of regulating all activities on Lake Lure. The Lake Use Regulations were first adopted by Resolution on March 9, 2004 to govern use of the Lake for the purpose of enhancing the health, safety, and general welfare of the citizens; and,

WHEREAS, said Lake Use Regulations provide for Concession Agreements in certain situations and one such situation is where a livery service desires to offer more than four (4) pontoon boats for rent to the public; and,

WHEREAS, LLAC offers pontoon boat rentals and currently holds four livery boat permits and desires to add a fifth pontoon boat for a total of five pontoon rental permits; and,

WHEREAS, the Town and LLAC are entering into this Concession Agreement so that LLAC's operation may hold five (5) pontoon livery boat permits and offer those pontoon boats for rental to the public, and,

WHEREAS, the concession fee to be paid to the Town is based on the fifth permit and pontoon boat offered for rent, as it is the one that triggered the need for this Agreement;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, agree as follows:

1. Use

LLAC agrees to manage, maintain and operate its livery boat operations for the term set forth herein. LLAC shall use the boats for no other purpose than livery rental on Lake Lure, and livery boat operation in strict conformance with the terms and conditions of this Agreement and the Lake Lure Lake Use Regulations, as amended from time to time.

LLAC agrees to manage the operation its boats during both seasonal and non-seasonal periods so

as to make it available for recreational opportunities for all age groups and abilities in such a manner so as to optimize the Town's economic performance.

2. Licenses and Permits

LLAC shall procure, at its own cost and expense, all licenses and permits necessary for the lawful operation of the livery boat business and its business. The Town shall provide reasonable cooperation to LLAC to obtain such license or permits.

3. Assumption of Risk

LLAC assumes all risks arising out of its operations and agrees to comply with all applicable Federal, State, and local laws and regulations and all rules, regulations, and Ordinances of the Town. LLCA expressly and specifically assumes the risks of injury or harm resulting from its livery boat and business. The Town agrees to comply with any rule, regulation, or ordinance under which it has sole responsibility as the owner of the Lake.

4. Indemnification

LLAC shall indemnify, defend and hold harmless the Town and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of LLAC or any employee, agent, or assign of LLAC. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by the Town, its officers or employees.

5. Waiver of Claims

LLAC understands that the Town will not be responsible for any injury, damage or loss arising out of its livery operations on Lake Lure and no attempt will be made by LLAC, or anyone on LLAC's behalf, to hold the Town responsible for such injury, damages or loss. LLAC hereby expressly and specifically assumes the risk of injury, harm or loss resulting from LLAC's activities undertaken pursuant to this Concession Agreement.

6. Equipment

All boats and equipment and the operation thereof must comply with the Lake Lure Lake Use Regulations.

7. Boat Operations

LLAC has the right to use the waters of Lake Lure for the purpose of operating a livery rental service. The fee for the right to add a fifth livery boat, (one over the 4 livery boat limit) will be set at \$4,500. This is an estimate of 15% of the income of this additional boat. The Town has the right to audit and check all books and records of LLAC relative to boat hours, and gross income for

boat rentals. The annual fee shall be adjusted based upon the actual average gross income per rental boat. The resulting number shall form the basis for the next subsequent year's franchise fee.

LLAC shall, at its own cost and expense, comply with all the rules, regulations, ordinances and requirements of the United States, the State of North Carolina, Rutherford County and the Town of Lake Lure applicable to operation of a boat rental business.

8. Transfer or Assignment

LLAC shall not subcontract, or assign, transfer, sublet, or otherwise convey LLAC's obligations under the Agreement, or any or all of its right, title or interest in this Agreement, without the Town's prior written consent. This Agreement is not assignable by either party without the prior written consent of the other party. In the event that the Town consents to the assignment or transfer of this Agreement or the change in control in LLAC's ownership, the assignee, transferee, or new owner shall operate the services in a fashion substantially similar to LLAC's operation and in strict conformance with the terms, conditions and requirements of this Agreement and all ordinances of the Town, including but not limited to the Lake Use Regulations.

9. Independent Contractor Status

The relationship between LLAC and the Town is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. LLAC shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. LLAC shall be responsible for providing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance for all of its employees. LLAC also agrees that it shall not, in any manner whatsoever, by its actions or deeds, commit the Town to any obligation irrespective of the nature thereof.

10. Insurance

LLCA shall procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage, with a certificate of insurance to be furnished to the Town within 30 days or written request. Insurance shall be provided by companies authorized to do business in the State of North Carolina. Failure to keep such insurance current shall be grounds for the recession of the franchise agreement upon seven (7) days written notice.

11. Responsibilities of LLAC

LLAC shall be properly licensed in North Carolina and skilled in its respective trade. LLAC shall perform its services in accordance with generally accepted standards and practices of this type of service customarily utilized by competent firms in the locale in which the Agreement is being performed, in effect at the time LLAC's services are performed.

LLAC and its subcontractors (if consented to by the Town) shall comply with all state, federal or

local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, Americans with Disabilities Act (ADA), equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, e verify, use of alcohol, noise and North Carolina State Building Code regulations.

If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials, LLAC represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses, certifications, or credentials are current, active, and not in a state of suspension or revocation.

12. Safety and Reporting of Accidents

The health and safety of residents, visitors and employees is of the utmost importance to the Town and LLAC. LLCA shall provide the Town with a copy of their policies regarding safety and operations of livery boats.

Serious problems, incidents or accidents shall be reported immediately to the Town Manager. "Serious" shall be defined as those events which involve bodily injury or property damage. All claims to LLCA's insurance carrier shall be reported in writing to the Town within one (1) business day. .

13. Term

The term of this Agreement shall be for an initial five (5) year term beginning January 1, 2020 through December 31, 2025, at which date, upon successful completion of the initial five year term, the Town shall have an option to renew for an additional five year period, commencing January 1, 2025 through and ending December 31, 2030.

14. Notices

Any notices hereunder shall be in writing and shall be given upon delivery by 1) hand delivery or 2) by the United States Postal Service, in each instance, addressed to each party at the following addresses:

For LLAC: P.O. Box 692
Lake Lure, NC 28746

For Town: Town Manager
Town of Lake Lure
P.O. Box 255
Lake Lure, NC 28746

Any such notice, request or other communications shall be considered given or delivered, as the case may be, on the date of delivery or the date that delivery is refused as evidenced by the records of the delivery service. Rejection or other refusal to accept or inability to deliver because of

changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication . Any party may from time to time may change its mailing address hereunder, effective upon written notice to the other party.

15. Modification

This Agreement may not be modified except by written amendment executed by both parties hereto.

16. Severability

Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining hereof shall remain in full force and effect. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. Governing Law

This Agreement is entered into in North Carolina and shall be construed under the Statutes and laws of North Carolina. The Venue shall be in the County of Rutherford.

18. Default and Opportunity to Cure

The failure or refusal of LLAC to perform fully and promptly any act, covenant, or obligation required under this Concession Agreement or to comply otherwise with any provision of this Agreement shall be grounds for cancellation of this Concession Agreement. Upon the occurrence of an event of default, if the Town shall provide to LLAC written notice of such default, LLAC shall have fifteen (15) days from the date that LLAC receives the notice to cure the default if the default may be cured solely by the payment of money or 30 days following receipt of notice from the Town with respect to a default which may not be cured solely by the payment of money. In either event, the Town may pursue any remedies available to it against LLAC under applicable law, including, but not limited to, the right to terminate this agreement. The Town shall not be obligated to provide LLAC with a notice of a default more frequently than two (2) times in any twelve (12) month period.

19. Headings.

The section and marginal headings herein contained are intended for convenience in finding the subject matters and are not to be used in determining the intent of the parties to this Agreement.

20. Entire Agreement

This Agreement contains the entire understanding and agreement by and between the parties, and all prior and contemporaneous understandings, agreements and negotiations are herein merged. This Agreement shall not be modified, terminated (except for in accordance with the express provisions of this Agreement), nor any provision waived except in writing and signed by LLAC and the Town.

This the ____ day of _____ 2020.

TOWN OF LAKE LURE

Carol C. Pritchett, Mayor

ATTEST: _____
Michelle Jolley, Town Clerk

LAKE LURE ADVENTURE COMPANY, INC.

Mark Helms, Owner

ATTEST: _____
Witness

Name: _____
(print)

XI

CLOSED SESSION

- In Accordance with G.S. 143-318.11(a)(3) for
the Purpose of Discussing Legal Claims

