

MINUTES OF A REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF THE
TOWN OF LAKE LURE, N.C.
SEPTEMBER 28, 1982

The regular meeting of the Board of Commissioners was held in the Community Building September 28th at 7:30 p.m. The following members were present: Mayor Charles Hicks, Commissioners David Bond, Frankie Queen, Woodrow Price, and Town Attorney Jervis Arledge.

Mayor Hick opened the meeting by welcoming Senator and Ned Marvin to the meeting.

Motion was made and carried, on a lease agreement and related documents executed September 2, 1982, authorizing WUNC PRO TUNC the lease agreement between the Town and United Carolina Bank for the purchase of a 450B frontend loader. A copy of the agreement is in the Clerks office.

RI-A to R-C River Bend

Mayor Hicks thanked Mr. Arledge for doing such a fine job resolving the law suit initiated by Ecological Development, Inc. in which they challenged the reasonableness of the Lake Lure Zoning Ordinance as it pertained to a portion of the Riverbend property located in Lake Lure. Motion was made by Commissioner Queen, seconded by Commissioner Price to accept the agreement as presented and the vote was unanimous. A copy of the Consent Judgement is attached to the minutes.

Motion was made by Commissioner Price, seconded by Commissioner Bond and the vote was unanimous to hire a full time mechanic. In addition to the maintenance of all Town owned vehicled and golf carts he will also work at the disposal plant and learn to operate the hydro plant.

Motion was made by Commissioner Bond, seconded by Commissioner Price the lake be lowered December 1st to February 1st. Upon discussion Commissioner Bond withdrew his motion and made a motion the lake be lowered November 15th to February 15th, seconded by Commissioner Queen. The vote was unanimous.

A proposal, submitted by Mr. Matthews, for leasing the property Ab Ledbetter has leased for years was received by the Board. Mr. Matthews said he plans to run it like a marina and will give the people an option for boat maintenance and boats will be protected by cover.

At present Fairfield Mtns. has a company doing some dredging and Mayor Hicks said it would behoove us to get the man while he is here. This would save money on transportation costs. For the work needed it would take a week or two @ \$100.00 per hour.

Next there was a discussion on boat safety and how to stop speeding on Lake Lure. In some areas the "NO WAKE" buoys have helped but are ignored in others. Motion was made by Commissioner Price, seconded by Commissioner Bond to ask the Water Safety Committee to reconvene to study the problem. The vote was unanimous.

The Town has begun a program for road and street improvement. The first things under consideration are to widen Boys Camp Rd. from H'way 74 to the bridge, paving Buffalo Creek Rd, and resurfacing Buffalo Shoals Rd. The Board is now preparing a packet for the State to help with this program.

The Town will begin a purchase responsibility October 1st This is to get our budget in order. The purchasing agent will check the requests as to whether it is a budget item and if the money is there. Mayor Hicks thanked Myrtle McGarity for the fine work she has done on this.

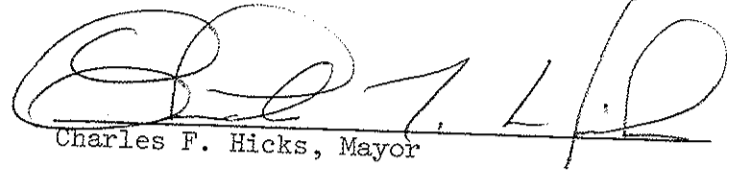
Motion was made by Commissioner Queen, seconded by Commissioner Bond and the vote was unanimous the clerk investigate the feasibility of an early payment discount on taxes next year.

Mayor Hicks read a letter from Walter Rust in which he expressed his feelings on the responsibilities of the Council. In the letter he said the Council, as a whole, should be responsible for appropriate action taken to any problem too slowly or inadequately resolved and to investigate that failure. A copy of the letter is attached to the minutes. The discussion that followed centered around a full time Mayor or a Town Manager form of government and updating the Town Charter. Senator Marvin said North Carolina pioneered in the manager form of government and if Lake Lure is interested in this she will be glade to help in any way she can.


Commissioner Bond reported that after the two meetings held in August, in which Mr. Fowler complained about his water pressure, an engineer was called in to help correct the problem. Three days from the second meeting the problem was

solved. He thanked all of the people who must bear the brunt of the new water rate increase and mentioned the business men in particular for thier cooperation and understanding.

There being no further business motion was made by Commissioner Price, seconded by Commissioner Bond the meeting be adjourned. The vote was unanimous.



Charles F. Hicks, Mayor

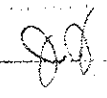


Mary T. Ficker, Clerk

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
82CV3263

Ecological Development, Inc.
Plaintiff

RUTHERFORD COUNTY
BY 

vs.

CONSENT JUDGMENT

Town of Lake Lure,
Defendant

THIS CAUSE coming on to be heard and being heard before the undersigned Resident Superior Court Judge for the 29th Judicial District in Rutherford County, and it appearing to the Court that this action is one challenging the zoning ordinance of the Town of Lake Lure, North Carolina, and challenging the reasonableness of that ordinance as it pertains to the portion of the Riverbend Subdivision lying within the limits of said Town which is presently zoned R-1A; and it appearing to the Court that the plaintiff questions whether said ordinance applies to any portion of this subdivision since the subdivision was recorded prior to the enactment of the zoning ordinance in question; and it appearing to the Court that the Town maintains through representations of counsel that said ordinance is valid and reasonable and does apply to the portions of this subdivision lying within the Town limits; and it appearing to the Court that a justiciable issue exists as to these matters, but further finds from the representations of counsel for the parties that the parties have agreed upon a compromise settlement and adjustment of all matters and things in controversy between them by terms of which compromise, settlement, and agreement, the parties agree as follows:

(1) That pursuant to Judgment of this Court as consented to by the parties there is hereby created a R-1C zone which zone shall apply to the portion of the Riverbend Subdivision heretofore zoned R-1A and lying within the limits of the Town of Lake Lure, North Carolina. This district is established as a district in which the principal use of land is for single family dwellings. Within the R-1C residential district, a building or land shall be used for the following

purposes:

- (1) Single-family dwellings, excluding mobile homes;
- (2) Basement or garage apartment and duplexes - one per lot;
- (3) Customary accessory buildings, including private garages, storage buildings, boat houses, and non-commercial workshops.
- (4) Signs, incidental or accessory, as defined in Article XIV, Section 1400 (24) of the Lake Lure Town Ordinance.
- (5) Temporary construction signs, as defined in Article XIV, Section 1400 (28) of the Lake Lure Town Ordinance, located at least ten (10) feet inside any lot line.

It is further provided that the lot area of lots within the R-1C district herein judicially established shall be no less than one half acre, and for the purposes of this Judgment the parties stipulate and agree that the calculation of acreage as shown on plats recorded in Plat Book 10, Page 76-81, Rutherford County Registry, as amended of record prior to this Judgment, is hereby conclusively deemed to be correct and any lot thereon which shows its calculated acreage as one-half acre or greater meets the area requirements of the R-1C zoning. In addition lots within said R-1C zone shall have a front setback requirement of at least twenty (20) feet; a side yard setback requirement of at least twelve (12) feet; and a rear yard setback requirement of at least fifteen (15) feet. The rear yard open space shall be at least twenty (20) percent of the lot area including the rear setback area, but excluding space occupied by accessory buildings which may be located between the principal building and the rear setback line. The maximum height of any building erected on any such lot shall be no greater than 35 feet. However, this may be exceeded only where depth of front and total width of minimum required side yards are increased one foot for each additional foot of building height. In addition, the minimum lot width for any lots within an R-1C zone shall be no less than sixty (60) feet at the building line and no less than thirty-five (35) feet at the street line.

Further, the parties stipulate that the portion of the Riverbend Subdivision heretofore zoned R-1A and lying within the limits of the Town of Lake Lure shall be subject to this R-1C zoning and it is further stipulated that all of said lots of the Riverbend Subdivision as shown in plat recorded in Plat Book 10, Page 79,

Rutherford County Registry, conform to the R-1C zoning, and qualify for building permits under said zoning except: Lots 263, 266, 273, 184, 181, 179, 293, 282, 250, 251, 305, 302, 326, 335, 230, 389, and 373 as shown in plat recorded in Plat Book 10, Page 79, Rutherford County Registry.

It is further stipulated and agreed that Lots 305 and 326 as referenced above, the deeds for these lots having been recorded prior to the institution of this action, shall qualify as a nonconforming lot of record as defined in Section 602 of the Lake Lure zoning ordinance. Also, it is agreed that Lot 8 of Section Four of the Riverbend Subdivision as shown in plat recorded in Plat Book 10, Page 80 of the Rutherford County Registry qualifies as a nonconforming lot of record as defined in Section 602 of the Lake Lure zoning ordinance. It is further acknowledged that all of Section Four of the Riverbend Subdivision as shown on plat recorded in Plat Book 10, Page 80, Rutherford County Registry is zoned R-1 pursuant to the Lake Lure zoning ordinance and nothing herein is intended to change said zoning in any way except as to the clarification of Lot 8 as eferenced above. Further, it is agreed that Ecological Development, Inc. shall hold the Town of Lake Lure harmless and shall indemnify the Town for any liability incurred as a result of any lawsuit instituted by a holder of deed or holder of an agreement for deed for those lots listed above which are excepted from the R-1C zoning. However, nothing herein is meant to preclude a holder of such a deed or agreement for deed from seeking a variance for said lot or lots.

It is further stipulated and agreed that if the Town of Lake Lure should ever extend its town limits or zoning authority to encompass any other portion of the Riverbend Subdivision as now platted and of record, then in that event the zoning for those lots in the Subdivision so annexed or so zoned shall be no greater in lot size and no more stringent than that required of the R-1C zoning herein established. Furthermore, for the purposes of building permits for such property later coming under the jurisdiction of the Lake Lure zoning ordinance a lot within a twenty percent (20%) variance of the R-1C zoning one half acre requirement shall qualify for such building permit.

(3) In consideration of the above, Ecological agrees to simultaneously convey herewith and the Town does hereby accept a deed for that 3.64 acre tract,

of the Riverbend Subdivision, Section IV, as shown on plat recorded in Plat Book 10, Page 80, Rutherford County Registry. Further, Ecological acknowledges that the designation of this lot as a "Park Area" is inconsistent with the zoning of this property as R-1 and with the stated purpose of said zoning, to wit: single family dwellings. Therefore, in consideration of the above, Ecological agrees to waive any restrictions it may have ever purported to place on said lot as a park or otherwise and said waiver is binding upon the successors and assigns of Ecological Development, Inc.

And the Court having considered the pleadings in this matter and having considered the representations of the counsel for the parties and having made investigation into the agreement of the parties, finds that the agreement of the parties is a just and equitable result and in the best interest of the parties and should be confirmed by the Court.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED, as follows:

(1) That there is hereby created an R-1C zone within the Town of Lake Lure, North Carolina, wherein a building or land falling within said zoning classification shall be used for the following purposes:

- (a) Single-family dwellings, excluding mobile homes;
- (b) Basement or garage apartment and duplexes - one per lot;
- (c) Customary accessory buildings, including private garages, storage buildings, boat houses, and non-commercial workshops.
- (d) Signs, incidental or accessory, as defined in Article XIV, Section 1400 (24) of the Lake Lure Town ordinance.
- (e) Temporary construction signs, as defined in Article XIV, Section 1400 (28) of the Lake Lure Town Ordinance, located at least ten (10) feet inside any lot line.

It is further ordered that the lots within this R-1C district are to be one-half acre in size or greater, and for the purposes of this Judgment the calculation of acreage as shown on plats recorded in Plat Book 10, Page 76-81, Rutherford County Registry, as amended of record prior to this Judgment, is hereby conclusively deemed to be correct and any lot thereon which shows its calculated acreage as one half acre or greater meets the acre requirements of the R-1C zoning. In addition, lots within said R-1C zone shall have a front

(5) It is ordered that if the Town of Lake Lure should ever extend its town limits or zoning authority to encompass any other portion of the Riverbend Subdivision as now platted and of record, then in that event the zoning for those lots in the Subdivision so annexed or so zoned shall be no greater in lot size and no more stringent than that required of the R-1C zoning herein established. Furthermore, for the purposes of building permits for such property later coming under the jurisdiction of the Lake Lure zoning ordinance a lot within a twenty percent (20%) variance of the R-1C zoning one half acre requirement shall qualify for such building permit.

This the 7th day of September, 1982.

[Handwritten initials]
[Handwritten initials]
[Handwritten mark]

Mail To: _____

CORPORATION WARRANTY DEED—Form CWD-402.

Printed and for sale by James Williams & Co., Inc., Yadkinville, N. C.

STATE OF NORTH CAROLINA, RUTHERFORD County. 437 542

THIS DEED, Made this 23rd day of August, 1982, by and between

Ecological Development, Inc.

a Corporation of Rutherford County and State of North Carolina, hereinafter called Grantor, and

The Town of Lake Lure

of Rutherford County and State of North Carolina, hereinafter called Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS Dollars and other good and valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs and/or successors and assigns, premises in Chimney Rock Township, Rutherford County, North Carolina, described as follows:

Situate, lying and being in Chimney Rock Township, Rutherford County, North Carolina and being that certain 3.64 acre tract as shown on plat of Riverbend Section IV as recorded in Plat Book 10, Page 80 in the office of the Register of Deeds for Rutherford County and being described by metes and bounds as follows: BEGINNING at a point in the center of the road, said point being the Southwest corner of Lot No. 1 as shown on plat recorded in Plat Book 10, Page 80 in the office of the Register of Deeds for Rutherford County and running thence with the common line of Lot No. 1 North 24 degrees 25 minutes 06 seconds East 238.49 feet to a point in the center of the road; thence running with the center of said road and the common line of Lot No. 2, North 85 degrees 45 minutes West 155 feet to a point, the same being the Southernmost corner of Lot No. 3; thence running with the common line of Lot No. 3, North 52 degrees West 100 feet to a point, same being the Southeast corner of Lot No. 4; thence running with the common line of Lot No. 4 South 89 degrees 07 minutes 50 seconds West 224.41 feet to a point in the shoreline of Lake Lure; thence leaving said point and running South 24 degrees 36 minutes 16 seconds East 56.58 feet to a point; thence North 84 degrees 39 minutes 08 seconds West 74.27 feet; thence South 24 degrees 59 minutes 36 seconds West 145.16 feet to a point in the center of the road; thence running with the center of the road South 29 degrees 55 minutes 12 seconds East 194.63 feet, South 71 degrees 54 minutes 09 seconds East 144.50 feet, South 13 degrees 28 minutes 06 seconds East 120.15 feet, North 17 degrees 11 minutes 02 seconds East 112.37 feet, North 51 degrees 40 minutes 22 seconds East 75.32 feet, South 88 degrees 00 minutes 03 seconds East 94.18 feet to the point and place of BEGINNING, and containing 3.64 acres according to map and survey by Associated Services dated 5/24/78.

Grantor hereby waives any and all rights it, its successors and assigns may have for the use of said property as a Park Area, or any other purpose.

I hereby certify that the within deed has been presented to the Tax Supervisor and the conveyance noted on the tax records.

This...8...day of Sept....1982
W. W. Holland
TAX SUPERVISOR
P.E.

The above land was conveyed to Grantor by _____ See Book No. _____, Page _____ TO HAVE AND TO HOLD The above described premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantee, his heirs and/or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple; that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

When reference is made to the Grantor or Grantee, the singular shall include the plural and the masculine shall include the feminine or the neuter.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written:

ATTEST:
Anne Reich
(Corporate Seal) Anne Reich Secretary

By: Robert Birenbaum
ECOLOGICAL DEVELOPMENT, INC. President

STATE OF ~~NORTH CAROLINA~~ Florida, Dade COUNTY.

I, Gail A. Cox, a notary public, do hereby certify that Anne Reich personally came before me this day and acknowledged that ~~she is~~ she is Secretary of Ecological Development, Inc.

and that, by authority duly given and as the act of the Corporation, the foregoing instrument was signed in its name by its ~~President, sealed with its corporate seal, and attested by~~ herself as its Secretary.

Witness my hand and official seal this the 23rd day of August, 1982
My Commission expires: 12-15-85 MY COMMISSION EXPIRES DEC 15 1985 Gail A Cox N. P. [SEAL]

STATE OF NORTH CAROLINA, Rutherford COUNTY.

The foregoing certificate(s) of Gail A Cox is (are) certified to be correct. This instrument was presented for registration this 8 day of September, 1982, at 11:55 A. M., ~~P.M.~~, and duly recorded in the office of the Register of Deeds of Rutherford County, North Carolina, in Book 437, Page 542.

This the 8 day of Sept, A. D., 1982
[Signature] Register of Deeds By [Signature] Assistant, Deputy Register of Deeds

This Deed drawn by _____

setback requirement of at least twenty (20) feet; a side yard setback requirement of at least twelve (12) feet; and a rear yard setback requirement of at least fifteen (15) feet. The rear yard open space shall be at least twenty (20) percent of the lot area including the rear setback area, but excluding space occupied by accessory buildings which may be located between the principal building and the rear setback line. The maximum height of any building erected on any such lot shall be no greater than 35 feet. However, this may be exceeded only where depth of front and total width of minimum required side yards are increased one foot for each additional foot of building height. In addition, the minimum lot width for any lots within an R-1C zone shall be no less than sixty (60) feet at the building line and no less than thirty-five (35) feet at the street line.

(2) That all lots within the Riverbend Subdivision heretofore zoned R-1A and lying within the limits of the Town of Lake Lure, North Carolina, said lots being shown on plat recorded in Plat Book 10, Page 79, Rutherford County Registry, are hereby subject to this R-1C zoning and are hereby deemed to conform to the R-1C zoning and qualify for building permits under said zoning except: Lots 263, 266, 273, 184, 181, 179, 293, 282, 250, 251, 305, 302, 326, 335, 230, 389, and 373 as shown in plat recorded in Plat Book 10, Page 79, Rutherford County Registry.

(3) It is further ordered, that Lots 305 and 326 of Section III of the Riverbend Subdivision as referenced on plat recorded in Plat Book 10, Page 79, Rutherford County Registry, and Lot Number 8 of Section IV of the Riverbend Subdivision as shown on plat recorded in Plat Book 10, Page 80, Rutherford County Registry hereby qualify as nonconforming lots of record pursuant to Section 602 of the Lake Lure zoning ordinance.

(4) That Ecological Development, Inc. shall immediately convey unto the Town of Lake Lure by warranty deed that 3.64 acre tract in Section IV of the Riverbend Subdivision, as shown in plat recorded in Plat Book 10, Page 80, Rutherford County Registry and shall waive any and all rights it, its successors and assigns may have for the use of said property as a Park Area, or any other purpose.

Harris M. Owens, Jr.
Resident Superior Court Judge

WE CONSENT:

Walter H. Dalton
Walter H. Dalton
Hamrick, Bowen, Nanney & Dalton
Attorneys for Plaintiff

James M. Bowen
James M. Bowen
Hamrick, Bowen, Nanney & Dalton
Attorneys for Plaintiff

Ecological Development, Inc.

BY: Martin Rothman
Martin Rothman, Robert Greenbaum
President

Arledge, Callahan and Franklin
Arledge, Callahan and Franklin
Attorneys for Town of Lake Lure

Town of Lake Lure

By: Charles F. Hicks
Charles F. Hicks,
Mayor, Town of Lake Lure

TOWN OF LAKE LURE
SUMMARY
AUGUST 31, 1982

GENERAL FUND:

Revenues	\$ 83,105.97	\$ 83,105.97
Fund Balance Appropriated	45,141.00	
Contributions-Revenue Sharing	32,517.00	
Loan-Electric Power Facility	20,275.00	
	TOTAL	<u>97,933.00</u>
		\$181,038.97
Expenditures	89,282.64	
Liabilities	13,923.95	
	TOTAL	<u>103,206.59</u>
		\$103,206.59

WATER & SEWER FUND

Revenues		
	TOTAL	<u>\$ 4,841.48</u>
		\$ 4,841.48
Expenditures		
	TOTAL	<u>3,072.84</u>
		\$ 3,072.84

REVENUE SHARING

Revenues		
	TOTAL	<u>\$ 2,771.00</u>
		\$ 2,771.00
Expenditures		
	TOTAL	<u>\$ 32,517.00</u>
		\$ 32,517.00

REVENUE SHARING--NOTE:

<u>Fund Balance Used for General Fund:</u>		
Cash on Hand		\$ 5,000.00
Investments		<u>27,517.00</u>
	TOTAL	\$ 32,517.00

TOWN OF LAKE LURE
 FINANCIAL REPORT
 AUGUST 31, 1982

<u>REVENUES:</u>		
Fund Balance Appropriated		\$ 45,141.00
Taxes; Ad Valorem-Current year		363.07
Taxes; Ad Valorem-1981		1,859.88
Taxes; Ad Valorem-Prior Years		513.13
Tax penalties & Interest		315.17
Street-Reimb.(Camp Limited)		12,500.00
Rents		296.28
Miscellaneous (E.O Corp. 1,650.00)		2,047.19
N.C. Intangibles Tax		5,118.34
Beer & Wine Permits		255.00
Sales Tax-Local		7,359.78
Building Permits		200.00
Golf Course-Cart Fees		6,983.00
Golf Course-Green Fees		6,721.00
Lake-Boating & Fishing Licenses		7,001.00
Beach House Receipts		25,774.89
Golf Course-Membership Fees		5,520.00
Golf Course-Tax		278.24
Contributions-Revenue Sharing		32,517.00
Accounts Receivable-Electric Power Facility		20,275.00
	TOTAL REVENUES	<u>\$181,038.97</u>
<u>EXPENDITURES:</u>		
<u>Governing Body:</u>		
Mayors Salary	\$ 1,200.00	
Commissioners Salary	600.00	
Departmental Supplies & Expense	14.19	1,814.19
<u>Administrative:</u>		
Salaries & Wages	5,337.00	
Building Inspector	399.00	
Telephone & Postage	387.46	
Utilities	45.14	
Departmental Supplies & Expense	286.29	
Contracted Services	49.92	
Dues & Subscriptions	95.00	
Insurance & Bonds	11,050.00	
Rents	400.00	18,049.81
<u>Legal:</u>		
Contracted Services	100.00	100.00
<u>Disposal Plant:</u>		
Salaries & Wages	250.00	250.00

<u>Police:</u>		
Salaries & Wages	\$ 6,594.60	
Special Deputies-Salaries & Wages	1,662.00	
Radio Operators-Salaries & Wages	3,015.00	
Maint. & Repairs-Auto	1,357.31	
Automotive Supplies	343.24	
Departmental Supplies & Mtls.	27.03	12,999.18
<u>Street Department:</u>		
Salaries & Wages	8,362.10	
Utilities	480.90	
Maintenance & Repairs-Equip.	910.04	
Maintenance & Repairs-Truck	249.92	
Automotive Supplies	280.83	
Departmental Supplies & Repairs & Mtl.	1,221.86	11,505.65
<u>Garbage Department:</u>		
Salaries & Wages	297.60	
Contracted Services	4,300.00	4,597.60
<u>Recreation-Golf:</u>		
Salaries & Wages	4,875.30	
Cart Fees-Stan Sisk (30%)	1,934.10	
Telephone	33.03	
Utilities	373.19	
Maint. & Repairs-Bldg. & Grounds	3,116.31	
Materials & Supplies	1,435.92	
Capital Outlay-Equip.	7,870.50	19,638.35
<u>Recreation-Beach:</u>		
Salaries & Wages	10,094.00	
Special Deputies-Salaries & Wages	1,179.00	
Utilities	110.37	
Maint. & Repairs-Bldg. & Grounds	40.00	
Departmental Supplies & Mtls.	1,589.25	13,012.62
<u>Recreation-Community Building:</u>		
Utilities	102.52	102.52
<u>Non-Departmental:</u>		
FICA	2,945.39	
Retirement	1,759.98	
Group Ins.	2,507.35	7,212.72
TOTAL EXPENDITURES		\$ 89,282.64
<u>LIABILITIES:</u>		
Accounts Payable	6,760.15	
FICA	1,174.11	
Federal Withholding Taxes	1,334.20	
State Withholding Taxes	3,204.43	
Retirement Withholding	1,451.05	13,923.95

TOWN OF LAKE LURE
 FINANCIAL REPORT
 AUGUST 31, 1982

WATER & SEWER FUND

REVENUES:

Charges for Utilities		\$ 4,806.48
Reconnection Fees		30.00
Sale of Fixed Assets		5.00
	TOTAL REVENUES	<u>\$ 4,841.48</u>

EXPENDITURES:

<u>Non-Departmental:</u>		
FICA	\$ 66.98	
Retirement	77.00	143.98
<u>Operations:</u>		
Salaries & Wages	953.80	
Utilities	594.37	
Maintenance & Repairs-Equip.	272.58	
Automotive Supplies	192.74	
Departmental Supplies & Mtls.	547.37	
Contracted Services	368.00	
		<u>2,928.86</u>
	TOTAL EXPENDITURES	<u>\$ 3,072.84</u>

REVENUE SHARING:

REVENUES:

Federal Gov't Grants		\$ 2,771.00
		<u>\$ 2,771.00</u>

EXPENDITURES:

General Fund	\$ 32,517.00	
		<u>\$ 32,517.00</u>
		<u>\$ 32,517.00</u>

107 Forest Way
Lake Lure, N. C. 28746
August 26, 1982

Mayor Charles Hicks
Town of Lake Lure
Lake Lure, N. C. 28746

Dear Mayor Hicks,

At Tuesday night's Town Council Meeting, Nick Fowler appeared for the second time to present officially to the Council his complaint of frequent no-water incidents at his home near Boys Camp Road, sometimes for several days at a time. To those of us in the audience, the Council has responsibility as a whole to see that significant corrective action is at least attempted promptly, not just when the specific commissioner finds it convenient. Perhaps Commissioner Bond has been justified in the delay in this case, but the Council should be the first to want to determine this in a situation of this magnitude. This desire was not apparent Tuesday night.

When we elect a council person, we elect that person to represent us on the Council relative to all of its problems, not just whatever specific area of responsibility that person may be assigned by the Council. Efficient operation demands that the Council assign a depth of specific responsibility to each council person, but it should not lose sight of the fact that the Council as a whole is still responsible to the Citizens that appropriate action is taken relative to any problem. The Council as a whole should be the first to be concerned about any apparent failure to too slowly or inadequately resolve any given problem and to investigate that failure. It is not desirable that they override a specific council person often, but they do serve as the supervising authority over that person. They should not forget that three of them are adequate to insist on another course of action, or even the reassignment of specific responsibilities to any council person.

When the next election comes, I shall not excuse any council person for any failures of the Council just because that person was not given that specific responsibility. As far as I am concerned, I am electing each to look after my concerns whatever they are. For example, I look to Sadie Gruver first to contribute to finding the best solution to all Lake Lure problems in the best interest of Lake Lure as a whole. Next I expect her to be sure Fairfield Mountains' concerns are equated adequately in the resolution of all such problems. Only after I evaluate her performance in these two areas do I consider her performance as Recreation Commissioner. Thus I hold her equally responsible with David Bond for finding a way to resolve Nick Fowler's water problem.

I would like to carry this one step further. When I vote for a mayor, I expect him to be a strong leader of the Council. I feel he can and should prod each council person to fill his responsibilities well, both general and specific. If this breaks down, he owes it to the Community to bring that breakdown to the Council as a whole for resolution. If our mayor set-up is inadequate for this approach, perhaps we should go the manager route.

I hope you may feel you should read this letter to the Council at its next meeting and have it incorporated in the record of that meeting.

Respectfully submitted,

