

# Town of Lake Lure

P. O. Box 255 • Lake Lure, NC 28746-0255 • 704/625-9983 • FAX 704/625-8371

Incorporated 1927

## **MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL HELD TUESDAY, JULY 25, 1995, 7:30 P.M. AT THE LAKE LURE COMMUNITY CENTER**

**PRESENT:** Mayor Max E. Lehner  
Mayor Pro-tem Bud Schichtel  
Commissioner Bill Bush  
Commissioner Bill Church  
Commissioner Jack Donovan

John R. Strutner, Town Manager  
Sam Karr, Finance Director  
J. Christopher Callahan, Town Attorney

**ABSENT:** N/A

### **CALL TO ORDER**

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

### **INVOCATION**

Attorney Chris Callahan gave the invocation.

### **APPROVAL OF MINUTES**

Commissioner Bush moved, seconded by Commissioner Church, to approve the following minutes as amended (6/27/95, 7:30 p.m, page 4, add: The vote of approval was unanimous and 6/13/95, 9:30 a.m., page 13, change: Commissioner Church moved, seconded by Bush, to appoint Mayor Lehner to record the closed session minutes in the absence of the Town Clerk.):

**Page 2 - Minutes of the July 25, 1995 Regular Council Meeting**

<b>Regular Council Meeting</b>	<b>6/13/95</b>	<b>9:30 a.m.</b>	<b>Community Center</b>
<b>Recessed Budget Workshop</b>	<b>6/27/95</b>	<b>9:30 a.m.</b>	<b>Town Hall</b>
<b>Regular Council Meeting</b>	<b>6/27/95</b>	<b>7:30 p.m.</b>	<b>Fairfield Mtns. Bald Mtn. Country Club</b>

The vote of approval was unanimous.

<p><b>PUBLIC HEARING -- CONSIDER REZONING OF LAKE SIDE PIZZA PROPERTY</b></p>
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Commissioner Donovan moved, seconded by Commissioner Bush, to enter into the public hearing to consider a request to rezone property owned by Charles Blackwell and Ricky McFalls which is located at the corner of U.S. Highway 64/74-A and Harris Road. The vote of approval was unanimous.

Mary Lynne Ray, Zoning Administrator, read aloud a memorandum of June 6, 1995 addressed to Council regarding recommendation to rezone property owned by Charles Blackwell and Ricky McFalls known as the Lake Side Pizza property. (Memo attached)

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

1. Charles Blackwell, co-owner of Lake Side Pizza property requested that Council consider the petition for change in zoning the property located at highway 64/74-A and Harris Road, which is presently zoned residential, to be rezoned to commercial. Mr. Blackwell stated that presently he obtains a land use conditional permit as a business and the property has always been used as a business since construction of the building. Mr. Blackwell said the building was built for commercial use and could not easily be used as residential. At the time that the building was built there were no other buildings built or commercial properties this far out.

Council questioned Mr. Blackwell why the building wasn't rezoned in 1993 when others requested to be zoned for commercial use.

### Page 3 - Minutes of the July 25, 1995 Regular Council Meeting

Mr. Blackwell responded that he was never contacted on the rezoning one way or another.

Commissioner Donovan said that the Town advertised the public hearing in the newspaper and done everything that was required by law.

Commissioner Donovan read aloud the following letter of July 13, 1995 addressed to Town Council from Russell W. Womack (Letter attached):

**I object to the re-zoning of this property. The town hired a professional on zoning a few years ago and his recommendation was against commercial zoning for this property. This property should go back to residential as the owner and renter has violated every agreement they made with the adjustments board. Besides, the property can not take care of the parking for a restaurant and beer joint.**

**The present renter of this property has done extensive damage to my property, in addition to sending their customers to park on my property. Do not tell the owner he has permission to use my parking lot.**

**The town can not control tattoo joints or drug dens in this town. How do you think you can control this property by making it commercial?**

Mr. Blackwell told Council that what Mr. Womack stated in his letter was untrue and to consider the source.

Council members questioned Mr. Blackwell about a copy of an advertisement submitted by Mr. Russell Womack indicating the ad stated that the business was commercial.

Mr. Blackwell told Council that he was not aware of this ad and would look into it.

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

## **Page 4 - Minutes of the July 25, 1995 Regular Council Meeting**

After considerable discussion, Commissioner Schichtel moved, seconded by Commissioner Donovan, to reject the petition from co-owners Charles Blackwell and Rickie McFalls to have their property known as "Lake Side Pizza" rezoned to Commercial, C-1. The vote of approval was unanimous.

### **PRESENT AWARDS OF APPRECIATION FROM THE LAKE LURE POLICE DEPARTMENT**

Police Chief Jake Gamble presented awards of appreciation to Judy Gosda, John Underwood and Roger Losey of Chimney Rock, Travis Smith of Weaverville, N.C., David Fulling of Black Mountain, and Michael Bartlett of Rutherfordton. These citizens assisted the police in the apprehension of an individual who was allegedly stealing from cars of visitors to Chimney Rock Park.

### **AUDIENCE OF CITIZENS**

No persons signed up to speak.

### **ACCEPTANCE OF SUNSET DRIVE AND SHORE LANE AS PUBLIC STREETS**

Town Manager Strutner read aloud the following memorandum of July 7, 1995 addressed to Town Council from Zoning Administrator Ray regarding staff review of Sunset Drive and Shore Lane:

**Mr. Thomas V. Infantino has submitted all the materials required by the Town's Street Acceptance Policy for acceptance of Road 51 Sunset Drive/Shore Lane.**

**Staff has received and reviewed the petition requesting the Town Council to accept the road into the Town street system. This petition has been signed by all property owners whose property abuts or is accessed by the road. The petition contains a statement that the developer or property owner has the legal authority to dedicate the road to the Town.**

**Page 5 - Minutes of the July 25, 1995 Regular Council Meeting**

We have also reviewed the certified map showing the road widths, lengths, and property lines. This map was prepared under the supervision of a licensed surveyor and contains the surveyor's signature.

As the Town had requested, Mr. Infantino has designed and installed a turn-around at the end of the street. The Town Manager, the Fire Coordinator, and the Town's Project Consultant, Paul Wilson, have inspected and approved the turn-around. Mr. Infantino has contacted Odel Paving and Construction to schedule paving the turn-around.

Staff is satisfied that Road 51 Sunset Drive/Shore Lane meets the requirements of the Street Acceptance Policy and recommends its acceptance into the Town's street system.

Enclosed for your review are a copy of the petition for acceptance, a copy of the certified map, and a memorandum from Mr. Infantino detailing the improvements made to the road to prepare it for acceptance.  
(Petition, certified map, and memo from Mr. Infantino attached)

Commissioner Bush moved, seconded by Commissioner Church to approve the request from Mr. Infantino to accept Sunset Drive and Shore Lane by the Town as public streets with the understanding that Mr. Infantino will change the name Sunset Drive to a more appropriate name which does not conflict with other identical or similar names. The vote of approval was unanimous.

**PROPOSED LEASE AGREEMENT TO LEASE A PARCEL OF  
CITY-OWNED LAND ADJACENT TO THE RED BARN  
COMMERCIAL CENTER TO SCOTT AND SHARON THEISS**

Town Manager Strutner presented to Council a proposed lease agreement between the Town of Lake Lure and Scott M. Theiss and Sharon L. Theiss to lease a parcel of city-owned land.

**Page 6 - Minutes of the July 25, 1995 Regular Council Meeting**

After considerable discussion, Commissioner Schichtel moved, seconded by Commissioner Church, to approve the following lease agreement as amended:

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1995, by and between the Town of Lake Lure, North Carolina, a municipal corporation, (hereinafter referred to as "Lessor") and Scott M. Theiss and Sharon L. Theiss, the owners of a commercial center known as the Red Barn and Bear Company (hereinafter referred to as "Lessee").

**STATEMENT OF PURPOSE**

WHEREAS, Lessor is the owner of certain real property bounded by Avenue B, Avenue C and 1st Street, and more particularly described as Lot 81, Rutherford County Tax Map 518. (The subject property is approximately 180 ft. by 60 ft. in area, and is more generally outlined in the plan attached hereto.)

WHEREAS, the Town Council of the Town of Lake Lure, North Carolina has reviewed the plans and intentions of the Lessee relative to the use and maintenance of this property under the terms and conditions of this Lease, and has authorized the Town Manager to execute this Lease.

WHEREAS, Lessee has provided to Town Council a written plan stating that Lessee would use this property as a site for weekend art and craft exhibits, performances of local folk music and dancing, and other civic and cultural activities; and for the erection of a small sign identifying the property as "The Red Barn and Bear Company Activity Area" or some similar designation. Lessee will charge no fee for admission, participation or attendance at such events; nor will arts and crafts exhibitors or performers be charged a fee.

**Page 7 - Minutes of the July 25, 1995 Regular Council Meeting**

WHEREAS, Lessor desires to lease said property to Lessee, and Lessee desires to accept same upon the following terms and conditions.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee the aforesaid property, together with all privileges and appurtenances thereto, upon the following terms and conditions:

1. The term of this Lease shall commence as of the \_\_\_\_\_ day of \_\_\_\_\_, 1995 and shall continue for one (1) calendar year thereafter, expiring on the \_\_\_\_\_ day of \_\_\_\_\_, 1996. However, this Lease shall be renewed automatically at the expiration of the first annual term, and each subsequent annual term thereafter, unless thirty (30) days prior to the expiration of any annual term either the Lessor or Lessee gives written notice to Lease the other party of its intent to terminate the Lease at the end of that annual term, in which case at the end of said annual term the Lessor shall retake possession of the property and all permanent improvements made thereon by the Lessee.
2. Rental for the property shall be Fifty Dollars (\$50.00) per year and payable in advance on or before the \_\_\_\_\_ day of \_\_\_\_\_ each year.
3. Lessee shall indemnify and hold harmless the Lessor from and against any and all liability, fines, suits, claims, demands, actions, and costs and expenses of any kind or nature whatsoever caused by, arising out of, or in any manner connected with: (a) any breach, violation or nonperformance of any covenant, condition or agreement set forth in this Agreement to be fulfilled or performed by the Lessee; (b) any damage to property occasioned by the Lessee's use or occupancy of the property; or (c) any injury to a person or persons,

**Page 8 - Minutes of the July 25, 1995 Regular Council Meeting**

including death, resulting at any time therefrom, or any damage occurring in or about the property and resulting from or occasioned by Lessee's use or occupancy of the property. Lessee shall file documentation with the Town Manager which proves that the Lessee has the necessary insurance coverages in effect and that the Lessor is listed as an additional insured on such policies.

4. Lessee agrees to utilize the subject property as a picnic and rest area; as well as for arts and crafts exhibits, for performances and exhibitions by local folk singers and dancers, and for other civic and cultural events arranged by the Lessee or Lessor. Lessee agrees to undertake certain improvements to the property, such as the addition of flower beds and native plantings, picnic tables and trash receptacles and walkways, all in accord with the attached plan as developed and submitted by the Lessee. Lessee shall be responsible for the maintenance and upkeep of the property, including mowing grass, raking and disposing of leaves, emptying trash receptacles, maintaining all flower beds and plantings, picking up trash and debris, etc. Said plan is incorporated by reference and made a part of this Agreement.
  
5. Lessee is permitted to install one (1), one-sided sign structure on the property at the location indicated on the attached plan. The primary sign "blade" on this sign structure shall identify the property as "The Red Barn and Bear Company Activity Area", or "Red Barn and Bear Company Festival Park", or some similar designation, and shall be no greater than 2 ft. high by 6 ft. wide in size. The overall sign structure shall not be greater than 5 ft. above grade in height . This sign



**Page 9 - Minutes of the July 25, 1995 Regular Council Meeting**

structure may include one additional sign "blade" for advertising public events to be held on the property. This "blade" shall be no greater than 18 inches by 6 ft. in size. The particular dimensions for the entire sign structure and the two "blades" are described with more specificity on the attached plan, and this plan is incorporated by reference and made a part of this Agreement.

6. Lessor and Lessee mutually agree to advise and consult with each other in advance regarding all events scheduled to be held on this property, or on the adjacent areas controlled and owned by Lessor, and to coordinate such plans with each other so as to assure smooth operations, minimize potential problems, and avoid schedule conflicts. Town Council designates the Town Manager to represent the Lessor in these discussions. The Town Council shall have the final decision if there is any disagreement.
7. This instrument contains the entire agreement between the parties hereto with respect to the Lessee's occupancy and use of said premises. This Agreement shall not be altered or modified except in writing and signed by all parties hereto.

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

TOWN OF LAKE LURE, NORTH CAROLINA  
A Municipal Corporation

ATTEST:

By: \_\_\_\_\_ (SEAL)  
Lessor - Town Manager

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
(SEAL)  
Lessee - Red Barn and Bear Company

By:

\_\_\_\_\_  
Scott M. Theiss, General Partner

\_\_\_\_\_  
Sharon L. Theiss, General Partner

The vote of approval was unanimous.

<b>OTHER OLD BUSINESS</b>
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Council discussed the unique form of advertising in which Zach's Ice Cream and Coffee Shop is currently using by placing signs on a truck and parking in front of the Lake Lure Arcade Building on town-owned property.

After much discussion with Town Attorney Callahan, it was the consensus of Council to have the Lake Lure Zoning Board look into this unique form of advertising and report back to Council with their recommendations of action if any.

<b>REQUEST FOR SEWER CONNECTION OUTSIDE OF TOWN</b>
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Project Coordinator J. Paul Wilson furnished Town Council with the following memo addressed to Town Manager Strutner regarding request for sewer connection outside of Town limits:

Mr. Bill Lewis has submitted an application for a sewer connection outside city limits for both your approval and Town Council. I have reviewed the materials submitted by Mr. Lewis and see no problem tapping in the Town's sewer system. The county has been notified of Mr. Lewis's request and has informed me that there is no requirements of approval with them, however Mr. Lewis would have to get approval from the Town of Lake Lure.

**Page 11 - Minutes of the July 25, 1995 Regular Council Meeting**

**Enclosed for your review are a copy of the application for sewer tap, copy of a survey, and a copy of tax map indicating location of lots.**  
(Copies of application for sewer tap, survey, and map attached)

Commissioner Bush moved, seconded by Commissioner Schichtel, to approve the sewer application for Bill Lewis to tap in the Town's sewer system outside of city limits. The vote of approval was unanimous.

**REVIEW PROPOSED MUNICIPAL AGREEMENT AND ADOPTION  
OF RESOLUTION -- REQUESTING THE DEPARTMENT OF  
TRANSPORTATION TO PERFORM REINSPECTION OF BRIDGES  
ON THE MUNICIPAL STREET SYSTEM FEDERAL-AID  
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION  
PROGRAM**

Commissioner Donovan moved, seconded by Commissioner Bush, to adopt the resolution requesting the Department of Transportation to conduct biennial inspections of the bridges within town limits and municipal agreement as presented. The vote of approval was unanimous. (Municipal agreement and resolution attached).

**DISCUSS LAKE LEVEL FOR 1995-1996**

Commissioner Schichtel moved, seconded by Commissioner Bush, to lower the lake level to 4.5 feet below full pond beginning the Monday following Thanksgiving, which is November 27, 1995, and raise the lake to its normal level beginning March 1, 1996. Commissioner Schichtel, Commissioner Bush, and Commissioner Church voted yes. Commissioner Donovan voted no. Therefore, the motion passed with a vote of 3 to 1 for approval.

**OTHER NEW BUSINESS**

Commissioner Bush moved, seconded by Commissioner Church, upon the recommendation of the Town's Lake Advisory Committee, to authorize the

**Page 12 - Minutes of July 25, 1995 Regular Council Meeting**

Town Manager to request that the North Carolina Wildlife Commission take the action necessary to amend North Carolina Administrative code, T15A: 10F.0341 (b), by adding thereto: All water vehicles must be operated at "no wake" speed from one hour after sunset until one hour before sunrise. All boats running at "no wake" speeds at night must have lighting standards as approved by the Wildlife Resources Commission regulations or applicable state law. [Town of Lake Lure, North Carolina Code of Ordinances, Section 85.53 (G)]. The vote of approval was unanimous.

Town Manager Strutner recommended that the Town's Land Use Plan be updated.

After discussion, it was the consensus of Council to request Zoning and Planning Board to set a long-range plan for updating the Town's Land Use Plan.

**STAFF REPORTS**

No staff reports were given.

**COUNCIL COMMENTS**

After much discussion, it was the consensus of Council to authorize the Mayor to write a letter to the Rutherford County Commissioners telling them about the Town's strong disapproval for plans to erect a wood-chipping mill in Union Mills.

Mayor Lehner announced that a public hearing on the wood-chipping mill will be held on August 7, 1995, 6:30 p.m. at the Rutherfordton-Spindale (RS) High School Auditorium and encourage all interested Lake Lure citizens to attend.

**CLOSED SESSION**

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

**Page 13 - Minutes of the July 25, 1995 Regular Council Meeting**

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

Commissioner Bush moved, seconded by Commissioner Schichtel, to instruct Town Manager John Strutner to write to William Breen and Margaret Pamer informing them to remove their boathouses off Town property. The vote of approval was unanimous.

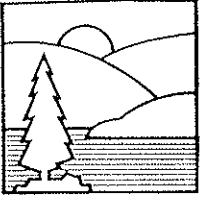
**ADJOURNMENT**

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



*Mary A. Flack*  
Mary A. Flack, CMC/AE  
Town Clerk

*Max E. Lehner*  
Mayor Max E. Lehner



# Town of Lake Lure

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Incorporated 1927

## MEMORANDUM

**TO:** Mayor Max Lehner  
Commissioner Bill Bush  
Commissioner Bill Church  
Commissioner Jack Donovan  
Commissioner Bud Schichtel

**FROM:** Town of Lake Lure Zoning and Planning Board *RW*

**SUBJECT:** Recommendation to Rezone Property Owned by Charles Blackwell and Ricky McFalls Known as the Lake Side Pizza Property

**DATE:** June 6, 1995

At their June 6, 1995 regular meeting, the Town of Lake Lure Zoning and Planning Board considered a request to rezone property owned by Charles Blackwell and Ricky McFalls and located at the corner of U.S. Highway 64/74-A and Harris Road. The property is currently zoned R-1 Residential, but the owners have petitioned that the zoning be changed to C-1 General Commercial.

Though residentially zoned, the property has been used commercially continuously since 1986. In June 1986, the property was granted a variance to be used as an appliance store and received subsequent variances to allow its use as a real estate office/development office and then as a restaurant.

The owner explained that the building on the property was originally built for commercial use with a cement floor, 12 inch centers, and no interior supporting walls and that his was the first commercial enterprise in the area.

As you may remember, in 1993, the Zoning and Planning Board recommended, and Council enacted the creation of a commercial hub to include all the property between Harris Drive and Highway 64/74-A and to extend beyond Harris Drive to include all the property owned by Thomas Dockery along Highway 64/74-A. At the time this commercial hub was created, the Lake Side Pizza property was considered for inclusion based on its commercial nature but was not included, primarily because of its location in relation to Harris Drive.

Members of the Zoning and Planning Board, in deliberating this petition for rezoning, considered the property's continued

Recommendation to Rezone Property Owned by Charles Blackwell and  
Ricky McFalls Known as the Lake Side Pizza Property

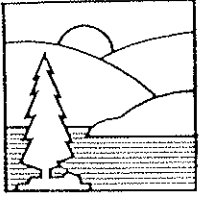
Page 2

June 6, 1995

commercial use, the building's design for commercial use, and the property's proximity to a commercial hub. The Board felt that the size and topography of the property in question, (approximately 100 feet X 100 feet), would restrict the size and type of commercial use to which the property could be put.

As the property has been used commercially for many years already, members felt that rezoning the property to General Commercial would have little impact on the surrounding residential properties.

Taking all these considerations together, the Zoning and Planning Board respectfully recommends that the property owned by Charles Blackwell and Ricky McFalls and known as the Lake Side Pizza property (Chimney Rock Township Tax Map 514, Block 1, Lot 137-A) be rezoned from R-1 Residential to C-1 General Commercial and that a public hearing be scheduled for July 25, 1995 so that Council may consider and act on this petition for rezoning. Thank you.



# Town of Lake Lure

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Incorporated 1927

## MEMORANDUM

**TO:** Mayor Max Lehner  
Commissioner Bill Bush  
Commissioner Bill Church  
Commissioner Jack Donovan  
Commissioner Bud Schichtel

**FROM:** Mary Lynne Ray, Zoning Administrator

**SUBJECT:** Staff Review of Sunset Drive/Shore Lane

**DATE:** July 7, 1995

Mr. Thomas V. Infantino has submitted all the materials required by the Town's Street Acceptance Policy for acceptance of Road 51 Sunset Drive/Shore Lane.

Staff has received and reviewed the petition requesting the Town Council to accept the road into the Town street system. This petition has been signed by all property owners whose property abuts or is accessed by the road. The petition contains a statement that the developer or property owner has the legal authority to dedicate the road to the Town.

We have also reviewed the certified map showing the road widths, lengths, and property lines. This map was prepared under the supervision of a licensed surveyor and contains the surveyor's signature.

As the Town had requested, Mr. Infantino has designed and installed a turn-around at the end of the street. The Town Manager, the Fire Coordinator, and the Town's Project Consultant, Paul Wilson, have inspected and approved the turn-around. Mr. Infantino has contacted Odel Paving and Construction to schedule paving the turn-around.

Staff is satisfied that Road 51 Sunset Drive/Shore Lane meets the requirements of the Street Acceptance Policy and recommends its acceptance into the Town's street system.

Enclosed for your review are a copy of the petition for acceptance, a copy of the certified map, and a memorandum from Mr. Infantino detailing the improvements made to the road to prepare it for acceptance.



STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

IN RE:  
SUNSET DRIVE and SHORE LANE

PETITION

This Petition dated the \_\_\_\_\_ day of January, 1993 is being submitted to the Town of Lake Lure by the undersigned owners in accordance with the Town of Lake Lure's street acceptance policy.

WITNESSETH

Whereas, Thomas V. Infantino and wife, Frances Infantino acquired 17.8 acres by deed dated August 15, 1968 and recorded in Deed Book 311 Page 175, Rutherford County Registry; and,

Whereas, since that date of acquisition Mr. & Mrs. Infantino have developed this property and sold off various parcels; and,

Whereas, access to these different tracts of land is either via Shore Lane and or Sunset Drive, both streets leading from Buffalo Road, SR 1306

(SEAL) Tax Map 510-1-4

Whereas, heretofore Mr. & Mrs. Infantino and various owners have been responsible for the maintenance and upkeep of these streets; and,

Whereas, the undersigned owners do hereby respectfully request that the Town of Lake Lure accept Sunset Drive and Shore Lane into the Town street system for future maintenance and upkeep; and,

Whereas, a copy of a Tax Map is attached showing the various property owners and their lots which are serviced by Sunset Drive and Shore Lane; and,

Whereas, a certified map of Road 51, Sunset Drive, and Shore Lane, prepared by Professional Surveying Services of Rutherfordton has heretofore been submitted to Mary Lynne Ray, Deputy Zoning Administrator of the Town of Lake Lure; and,

Whereas, Thomas V. Infantino and wife, Frances Infantino as the developers and or property owners have legal rights to Sunset Drive and Shore Lane and hereby also formally dedicate Sunset Drive and Shore Lane to the Town of Lake Lure if the Town should decide to include said streets into the Town's street system; and,

Whereas, all of the undersigned do hereby formally and respectfully petition the Town of Lake Lure to consider accepting Sunset Drive and Shore Lane into the Town street system.

THOMAS V. INFANTINO SR.  
P.O. BOX 2526  
INVERNESS, FL 34451

May 31, 1995

MEMORANDUM TO: John Strutner, Town Manager

SUBJECT: Road 51 Acceptance

ATTENTION: Mayor Max Lehner  
Commissioners: Bill Bush  
Bill Church  
Jack Donovan  
Bud Schichtel

It is respectfully requested that the Town of Lake Lure, N.C. accept Road 51 as described on the attached map prepared by Professional Surveying Services, Rutherfordton, N.C. This map was originally prepared in November, 1992 and revised in 1995 to reflect new property owners and a "TURNAROUND".

In 1992, acting as my agent, C. E. Earley, LM Pearson Real Estate, approached Tom Hord, City Manager and Paul Wilson, City Consultant to explore the Town accepting Road 51 into their system. Based on that discussion:

The road was widened  
Shoulders reworked  
Drainage modified  
Map of Road, showing all adjoining property owners prepared by Professional Surveying Services.  
Petition prepared by Robert Mebane, Atty at Law requesting road acceptance by all adjoining property owner. Petition was signed by all owners and delivered to Tom Hord, City Manager together with the Map prepared by Professional Surveying Services.

Mr. Earley was notified that the town would require a turn around. A gravel area was constructed for this purpose. The gravel turn around area was unacceptable to the town.

The undersigned met with Mr. John Strutner, present Town Manager, Mary Lynn Ray, Deputy Zoning Administrator, Paul Wilson, City Consultant and the Fire Department Coordinator to determine the remaining steps required to satisfy the town requirements. A larger turn around was discussed in a more suitable location. It was staked by the surveyor and later agreed upon after further inspection by Mr. Strutner and others.

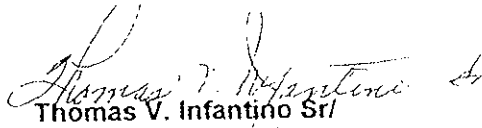
At this time, the turn around has been constructed with the exception of asphalt surfacing which is scheduled for \_\_\_\_\_.

The petition has been signed by the persons acquiring property since the original petition. Their signatures are attached hereto with copies of the petition.

Also attached is a road certification by Nathan Odom, Registered Surveyor.

As a matter of information, the original road 51 was constructed in the 1940s, additions were constructed in the late 1960s and both the original and the additions have been widened, improved and resurfaced since then.

New homes of substantial value have been constructed in this community and more are planned for the near future. Your favorable consideration of this petition will be sincerely appreciated.

  
Thomas V. Infantino Sr

Attachments: Map  
Petitions with new signatures  
Road Certification

NORTH CAROLINA  
RUTHERFORDTON COUNTY

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NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

AND

MUNICIPAL AGREEMENT

CITY OF LAKE LURE

REINSPECTION OF BRIDGES ON  
THE MUNICIPAL STREET SYSTEM  
F. A. PROJECT BRZ-NBIS(7)

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THIS AGREEMENT, made and entered into this the 25th day of July, of 1995, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, hereinafter referred to as the Department, and the CITY of LAKE LURE, a municipal corporation, hereinafter referred to as the Municipality;

W I T N E S S E T H:

WHEREAS, the Surface Transportation Assistance Act of 1978 provided funding for a Federal-Aid Highway Bridge Replacement and Rehabilitation Program; and

WHEREAS, the Highway Bridge Replacement and Rehabilitation portion of the law requires that all structures defined as bridges located on public roads must be inspected on a cycle, not to exceed two years in accordance with the National Bridge Inspection Standards (NBIS); and

WHEREAS, the Municipality has requested the Department or a Consultant retained by the Department to reinspect and analyze all

public bridges located on its Municipal Street System in compliance with the National Bridge Inspection Standards; and

WHEREAS, the Department and the Municipality are authorized to enter into an agreement for such work under the provisions of G.S. 136-18(12), G.S. 136-41.3, and G.S. 136-66.1; and,

WHEREAS, the City Council of the Municipality has approved the hereinabove referenced reinspections and has agreed to participate in certain costs thereof in the manner and to the extent as hereinafter set out.

NOW, THEREFORE, the Department and the Municipality agree as follows:

1. The Department or a Consulting Engineering firm retained by the Department shall reinspect, analyze, and prepare the necessary inspection reports for all bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards.
  
2. All work shall be done in compliance with the following documents:
  - (A) National Bridge Inspection Standards (23 CFR, Chapter 1 Part 650)
  - (B) AASHTO Manual for Maintenance Inspection of Bridges - 1983
  - (C) Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges - December, 1988.

3. The Municipality shall be responsible for providing any required traffic control personnel during the work period.

4. The Municipality shall furnish all data in the possession of the Municipality that can be released that will help the Department or its Consultant in the accomplishment of the work including but not limited to appropriate municipal maps showing the location of the bridges, plans for the bridges when available, and any prior inspection reports.

5. The Municipality shall designate a responsible Municipal official with whom the Department or its Consultant will coordinate the work.

6. It is understood by the parties hereto that the Federal Highway Administration, through the Department, is to participate in the costs of the work to the extent of eighty (80) percent of actual costs, subject to compliance with all applicable federal policy and procedural rules and regulations. All costs not participated in by the Federal Highway Administration shall be borne by the Municipality.

7. Upon completion of the bridge reinspection, and analysis work, the Department shall invoice the municipality for accumulated project costs not participated in by the Federal Highway Administration. Upon FHWA final audit, the Department shall invoice/refund the Municipality any differences in the amount

previously invoiced and the actual costs not participated in by the Federal Highway Administration Reimbursement shall be made by the Municipality upon receipt of said invoice.

8. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, the Municipality hereby authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by the General Statutes of North Carolina, Section 136-41.1, until such time as the Department has received payment in full.

9. Upon completion of the work the Department shall maintain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate costs incurred under this agreement. Further, the Department shall make such materials available at its office for three (3) years from the date of payment of the Final Voucher by the Federal Highway Administration under this agreement, for inspection and audit by the Federal Highway Administration, or any authorized representatives of the Federal Government.

IT IS UNDERSTOOD AND AGREED that the approval of the work by the Department is subject to the conditions of this agreement, and that no expenditure of funds on the part of the Department will be made until the terms of this agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given, as evidenced by the attached certified copy of resolution, ordinance or charter provision, as the case may be.





CITY OF LAKE LURE

*Mary A. Flack*

CLERK MARY A. FLACK

by: *Max E. Lehner*  
MAYOR MAX E. LEHNER

SEAL OF MUNICIPALITY

L.S.  
ATTEST

DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
SECRETARY TO THE BOARD

BY: \_\_\_\_\_  
STATE HIGHWAY ADMINISTRATOR

BOARD OF TRANSPORTATION SEAL

APPROVED AS TO FORM  
MICHAEL F. EASLEY  
ATTORNEY GENERAL

BY: \_\_\_\_\_  
ASSISTANT ATTORNEY GENERAL

COPY OF A RESOLUTION PASSED BY THE CITY COUNCIL  
OF THE CITY OF LAKE LURE, NORTH CAROLINA

The following resolution was introduced, and Council Member Jack Donovan moved that it be adopted. The motion was seconded by Council Member Bill Bush, and, upon being put to a vote, the resolution was Unanimously (4 to 0) carried;

WHEREAS, the City of LAKE LURE has requested the Department of Transportation to perform certain work under the Federal-Aid Highway Bridge Replacement and Rehabilitation Program, said work to consist of the reinspection and analysis of all public bridges on the Municipal Street System in the City of LAKE LURE; and

WHEREAS, the City of LAKE LURE proposes to enter into an agreement with the North Carolina Department of Transportation for said work wherein the Department of Transportation or a Consulting Engineering firm retained by the Department of Transportation will reinspect and prepare the necessary reports for all public bridges on the Municipal Street System in accordance with the National Bridge Inspection Standards; and

WHEREAS, under the proposed agreement the Federal Highway Administration shall reimburse the Department of Transportation for eighty (80) percent of the cost of the work subject to compliance with all applicable federal policy and procedural rules and regulations; and

WHEREAS, under the proposed agreement the City of LAKE LURE shall reimburse the Department of Transportation for all costs of the work incurred by the Department of Transportation not paid by the Federal Highway Administration.

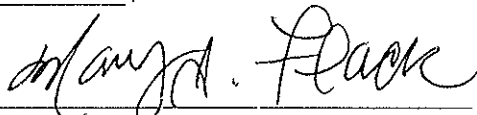
NOW, THEREFORE, BE IT RESOLVED that the agreement for the hereinbove referenced bridge inspection work is hereby formally approved by the City of LAKE LURE and the Mayor and Clerk (~~or Manager~~) of this Municipality are hereby empowered to sign and execute the required agreement between the City of LAKE LURE and the Department of Transportation.

This Resolution was passed and adopted the 25th day of July, 1995.

I, Mary A. Flack, Clerk (~~or Manager~~) of the City of LAKE LURE, North Carolina, do hereby certify that the foregoing is a true and correct copy of excerpts from the minutes of the City Council of this Municipality;

WITNESS, my hand and the official seal of the City of LAKE LURE NORTH CAROLINA on this the 25th day of July, 1995.

SEAL OF  
MUNICIPALITY

  
CLERK (~~OR MANAGER~~)

CITY OF LAKE LURE  
NORTH CAROLINA

