

# **LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET**

Tuesday, May 10, 2011



**Mayor Bob Keith**

**Commissioner Wayne Hyatt**

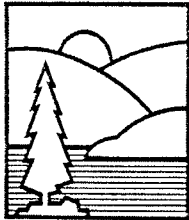
**Commissioner Mary Ann Silvey**

**Commissioner John Moore**

**Commissioner Linda Turner**



*Agenda Items: 4 & 5*




TOWN OF LAKE LURE  
*Community Development Department*

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MEMORANDUM

Incorporated 1927

TO: Town Council  
FROM: Suzy Smoyer, Planner/ Subdivision Administrator   
CC: Shannon Baldwin, Community Development Director  
DATE: May 10, 2011 Town Council meeting  
RE: Amendment to the Subdivision Regulations

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Upon request from the Community Development Department, the Town Council directed the Zoning and Planning Board to review and make a recommendation on a proposed amendment to the Subdivision Regulations to address a gap in the definition of major and minor subdivisions. The regulations have clearly defined review procedures for a major subdivision and a minor subdivision. Any division of land that falls into the definition of subdivision should be either major or minor. However, as you will see from our current definitions for major and minor subdivisions, there are several characteristics that exclude a subdivision from either definition. This appears to be an oversight in the original drafting of these definitions:

**Major Subdivision:** Any subdivision of a tract of land greater than five acres in area into more than five lots, or any subdivision requiring the extension of public utilities and/or development or dedication of new streets. (Amended 11-13-01)

**Minor Subdivision:** Any subdivision of a tract of land of five acres or less in area into five or fewer lots and involving no new public or private streets or roads, right-of-way dedication, easements, or utility extensions. (Amended 11-13-01)

Note that the following subdivisions will not fit into either definition:

1. Subdivisions of land greater than five acres resulting in less than five lots (with or without new infrastructure)
2. Subdivision of land less than five acres into five or more lots (no new infrastructure)

At the April 19, 2011 meeting, the Zoning and Planning Board have recommended the following amendment to the Subdivision Regulations:

**Major Subdivision:** Any subdivision of a tract of land ~~greater than five acres in area~~ into more than five lots, or any subdivision requiring the extension of public utilities and/or development or dedication of new streets.

**Minor Subdivision:** Any subdivision of a tract of land ~~of five acres or less in area~~ into five or fewer lots and involving no new public or private streets or roads, right-of-way dedication, easements, or utility extensions.

**ORDINANCE NUMBER 11-05-10**

**AN ORDINANCE AMENDING §91.06 OF THE SUBDIVISION REGULATIONS OF  
THE TOWN OF LAKE LURE CONCERNING THE DEFINITIONS FOR MAJOR AND  
MINOR SUBDIVISIONS**

**WHEREAS**, the Zoning and Planning Board has recommended modifications to the Subdivision Regulations of the Town of Lake Lure as noted in the title of this ordinance; and

**WHEREAS**, the Zoning and Planning Board finds that the proposed ordinance, being administrative in nature, is neither consistent nor inconsistent with the Town of Lake Lure 2007-2027 Comprehensive Plan; and

**WHEREAS**, the Town Council of the Town of Lake Lure finds that this ordinance is in the public interest inasmuch as it clarify the difference between major subdivisions and minor subdivisions; and

**WHEREAS**, the Lake Lure Town Council, after due notice, conducted a public hearing on the 10<sup>th</sup> day of May, 2011, upon the question of amending the Subdivision Regulations in this respect.

**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.** §91.06 of the Subdivision Regulations of the Town of Lake Lure, concerning the definitions of major subdivisions and minor subdivisions, is hereby amended as follows:

**Major Subdivision:** Any subdivision of a tract of land ~~greater than five acres in area~~ into more than five lots, or any subdivision requiring the extension of public utilities and/or development or dedication of new streets.

**Minor Subdivision:** Any subdivision of a tract of land ~~of five acres or less in area~~ into five or fewer lots and involving no new public or private streets or roads, right-of-way dedication, easements, or utility extensions.

[ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~.]

**SECTION TWO.** Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 91.99 of the Subdivision Regulations.



**SECTION THREE.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION FOUR.** 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 FIVE.** 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 SIX.** This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Bob Keith, Mayor

ATTEST:

\_\_\_\_\_  
Andrea H. Calvert, Town Clerk

Approved as to form:

\_\_\_\_\_  
J. Christopher Callahan, Town Attorney

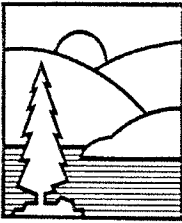
**Notice of Public Hearing**  
**Town of Lake Lure, North Carolina**

Notice is hereby given that a public hearing will be held by the Lake Lure Town Council at the Lake Lure Municipal Center on the 10<sup>th</sup> day of May 2011, at 7:00 pm or shortly thereafter, for the purpose of considering Ordinance No. 11-05-10: amending the Subdivision Regulations of the Town of Lake Lure pertaining the definitions for major and minor subdivisions.

The public is advised that it has the right to appear at said public hearing and present information with regard to these matters. A copy of the proposed ordinance is available for public inspection at Town Hall in the Lake Lure Municipal Center Monday through Friday during normal business hours of 8:00 a.m. to 5:00 p.m., holidays excepted.



***Agenda Items: 6 & 7***



**TOWN OF LAKE LURE**  
***Community Development Department***

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Incorporated 1927

MEMORANDUM

TO: Town Council

Cc: Town Manager, Community Development Director

FROM: Zoning Administrator *SR*

DATE: May 3, 2011

RE: Ordinance #11-05-09A Regarding Nonconforming Signs

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Town Council commissioned staff and the Zoning and Planning Board at their April 12, 2011 meeting to assess the needs of the business owners in the Lake Lure Arcade and make recommendations on possible amendments to the Zoning Regulations regarding standards for signs. The Community Development Department staff reviewed the sign needs of these businesses and presented a report to the Zoning and Planning Board at their April 26, 2011 meeting. The Zoning and Planning Board reviewed these needs in context with the standards outlined in the regulations as well as standards outlined in a variance from the sign provisions of the regulations granted to the Arcade Building by the Board of Adjustment in 2006. They made a recommendation at that time for amendments to the regulations concerning nonconforming signs.

The effect of the amendment would be to allow a nonconforming sign to be replaced with another nonconforming sign to reflect a change in business identification, so long as the replacement sign is in essentially the same area and of the same size as the sign it is replacing. The Zoning and Planning Board recognized that this amendment will be a temporary fix for a request of one of the businesses in the Arcade Building, and additional review of the regulations may be needed in the near future.



**ORDINANCE NUMBER 11-05-10A**

**AN ORDINANCE AMENDING §92.161(C)(2) OF THE ZONING REGULATIONS OF THE TOWN OF LAKE LURE CONCERNING THE MAINTENANCE OF NONCONFORMING SIGNS**

**WHEREAS**, the Zoning and Planning Board has recommended modifications to Zoning Regulations of the Town of Lake Lure as noted in the title of this ordinance; and

**WHEREAS**, the Zoning and Planning Board finds that the proposed ordinance, being administrative in nature, is neither consistent nor inconsistent with the Town of Lake Lure 2007-2027 Comprehensive Plan; and

**WHEREAS**, the Town Council of the Town of Lake Lure finds that this ordinance is in the public interest inasmuch as it provides a reasonable means of business identification in those instances when new businesses replace existing businesses; and

**WHEREAS**, the Lake Lure Town Council, after due notice, conducted a public hearing on the 10<sup>th</sup> day of May 2011, upon the question of amending the Zoning Regulations in this respect.

**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.** Paragraph (C)(2) of §92.161 of the Zoning Regulations of the Town of Lake Lure, concerning the maintenance of nonconforming signs, is hereby amended as follows:

- (2) All nonconforming signs shall be maintained in accordance §92.159 but shall not be:
  - (1) Changed or replaced with another nonconforming sign except that ~~copy may be changed on~~ an existing sign may be replaced to reflect a change in business identification so long as the replacement sign is in the same general location and the size of the replacement sign face does not exceed that of the existing sign;

[ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~.]

**SECTION TWO.** Any person violating the provisions of this ordinance shall be subject to the penalties set forth in Section 92.999 of the Zoning Regulations.

**SECTION THREE.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**SECTION FOUR.** 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 FIVE.** 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 SIX.** This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Bob Keith, Mayor

ATTEST:

\_\_\_\_\_  
Andrea H. Calvert, Town Clerk

Approved as to form:

\_\_\_\_\_  
J. Christopher Callahan, Town Attorney



## **NOTICE OF PUBLIC HEARING**

### **PROPOSED AMENDMENT TO THE ZONING REGULATIONS**

Town of Lake Lure, North Carolina

Notice is hereby given that a Public Hearing will be held by the Lake Lure Town Council at the Lake Lure Municipal Center, 2948 Memorial Highway, Lake Lure, North Carolina on the 10<sup>th</sup> day of May, 2011, at 7:00 pm or shortly thereafter, for the purpose of considering an amendment to Title IX, Chapter 92, Zoning Regulations, Town of Lake Lure, regarding nonconforming signs.

The public is advised that it has the right to appear at said public hearing and present information with regard to the proposed ordinance. A copy of the proposed ordinance, identified as Ordinance Number 11-05-10A, is on file at Town Hall for inspection by all interested persons.

***Agenda Item: 11b***



## **RESOLUTION NO. 11-05-10**

### **A RESOLUTION TO AMEND RESOLUTION NO. 92-03-24 WHICH CREATED THE LAKE ADVISORY BOARD; CHANGE TERM OF BOARD MEMBER APPOINTMENT; ADD A PROVISION FOR ATTENDANCE**

**WHEREAS**, the aforesaid Resolution No. 92-03-24 was duly adopted by the Town Council of Lake Lure, North Carolina on March 24, 1992 creating a Lake Advisory Committee which is now referred to as the Lake Advisory Board (board name amended by Resolution No. 08-01-08A) ; and

**WHEREAS**, at the recommendation of the Lake Advisory Board, the Town Council finds it desirable to change the terms for Lake Advisory Board members and add a provision for attendance; and

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

**SECTION 1.** That section 4: of Resolution No. 08-01-08A be amended to read:

**Section 4:** That the term of appointment of each member shall be for ~~two~~ three years, and terms of all members shall not expire at the same time.

{ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~}

**SECTION 2.** That section 10 shall be renumbered as "Section 11" and new section 10 be added as follows:

**Section 10:** Attendance requirement: any board member who is absent from three consecutive regularly scheduled meetings in a calendar year, and/or a total of four meetings in a calendar year may be subject to removal off the Lake Advisory Board by Town Council.

{ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~}

**SECTION 3:** Effective date.

This resolution shall be effective upon its adoption.

Adopted this the 10<sup>th</sup> day of May, 2011.

**Resolution No. 11-05-10**  
**May 10, 2011**  
**Page 2**

ATTEST:

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Andrea Calvert  
Town Clerk

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Mayor Bob Keith

AS TO FORM:

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J. Christopher Callahan  
Town Attorney

*Agenda Item: 11c*

## CONTRACT TO AUDIT ACCOUNTS

File in Triplicate.

of Town of Lake Lure  
Governmental Unit

On this 5th day of May, 2011, Carter, P.C.

48 Patton Avenue, Suite 400 Asheville, NC 28801

Auditor

Mailing Address

\_\_\_\_\_, hereinafter referred to as  
the Auditor, and Board of Commissioners of Town of Lake Lure, hereinafter referred  
Governing Board Governmental Unit  
to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2010, and ending June 30, 2011. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, each major governmental and enterprise fund, and the aggregate remaining fund information (nonmajor government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the LGC. If the audit and/or workpapers are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners.
3. *This contract contemplates an unqualified opinion being rendered.* If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, explain that departure from GAAP in the space below:
4. *This contract contemplates an unqualified opinion being rendered.* The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. *Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.* The audit will have no scope limitations except:
5. If this audit engagement is subject to the standards for audit as defined in Government Auditing Standards, July 2007 revisions, issued by the Comptroller General of the United States, then the Auditor warrants by accepting this engagement that he has met the requirements for a peer review and continuing education as specified in Government Auditing Standards. The Auditor agrees to provide a **copy of their most recent peer review report regardless of the date of the prior peer review report** to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 21.)
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the LGC by October 31, 2011. If it becomes necessary to amend the due date of the audit a written explanation of the delay must accompany the amended contract.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's system of internal control and accounting as same relates to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the AICPA Professional Standards. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for annual or special audits, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina require the approval of the Secretary of the Local Government Commission. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All



**Contract to Audit Accounts (cont.)** Town of Lake Lure

(name of unit)

invoices should be submitted in **triplicate** to the Secretary of the Local Government Commission. The original and one copy will be returned to the Auditor. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

**Year-end bookkeeping assistance** – *[For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]* Standard hourly rates - See attached

**Audit** \$18,775 plus out-of-pocket expenses (estimated \$800 - \$1,000)

**Preparation of the annual financial statements** \$6,255

10. The auditor working with local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the LGC simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, at least, Management's Discussion and Analysis, the financial statements of the governmental unit and all of its component units and notes thereto prepared in accordance with generally accepted accounting principles, combining and supplementary information requested by the client or required for full disclosure under the law, and the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. **The Auditor shall file** with the Local Government Commission two BOUND copies of the report of audit. If reports are received unbound they will **not** be reviewed by the LGC and will be returned to the auditor for binding. In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission. Two bound copies of the report of audit should be submitted if the audit is performed only under the provisions of the State Single Audit Implementation Act or a financial audit is required to be performed in accordance with Government Auditing Standards. Three bound copies of the audit are to be submitted for Councils of Governments. Two bound copies of the audit should be submitted for tax levying Municipalities. Otherwise, one bound copy shall be submitted. Units that operate a 911 fund need to provide an additional copy to the number stated above. Bound copies of the report shall be filed with the Local Government Commission when (or prior to) submitting the invoice for the services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the LGC that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the LGC.
13. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
14. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted in triplicate to the Secretary of the Local Government Commission for approval. No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.
15. Whenever the Auditor uses an engagement letter with the client, Item 16 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.

Contract to Audit Accounts (cont.) Town of Lake Lure

(name of unit)

16. There are no special provisions except: See engagement letter
17. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
18. The contract must be executed, pre-audited, signed by all parties and submitted in triplicate to the Secretary of the Local Government Commission. The mailing address is 325 North Salisbury Street, Raleigh, North Carolina 27603-1385. The physical address is 4505 Fair Meadow Lane, Suite 102, Raleigh, North Carolina 27607-6449.
19. The contract is a tri-party agreement and is not valid until it is approved by the Local Government Commission. Upon approval, the original contract will be returned to the Governmental Unit, a copy will be forwarded to the Auditor, and a copy retained by the Secretary of the Local Government Commission. The audit should not be started before the contract is approved.
20. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
21. If this audit engagement is not subject to Government Auditing Standards, then Item 5 shall be listed as a deleted provision of Item 22. An explanation must be given for deleting this provision.
22. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 15.)

Firm Carter, P.C.

By Richard Carter, CPA  
(Please type or print name)

Richard Carter  
(Signature of authorized audit firm representative)

Email Address: richard.carter@carter-cpa.com

Date \_\_\_\_\_

Approved by the Secretary of the Local Government Commission as provided in Article 3, Chapter 159 of the General Statutes or Article 31, Part 3, Chapter 115C of the General Statutes.

For the Secretary, Local Government Commission

\_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

By \_\_\_\_\_  
(Please type or print name and title)

\_\_\_\_\_  
(Signature of Mayor/Chairperson of governing board)

Date \_\_\_\_\_

Email Address \_\_\_\_\_

By \_\_\_\_\_  
(Chair of Audit Committee- please type or print name)

\_\_\_\_\_  
(Signature of Audit Committee Chairperson)

Date \_\_\_\_\_  
(If unit has no audit committee, this section should be marked "N/A.")

Email address \_\_\_\_\_

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Governmental Unit Finance Officer (Please type or print name)

\_\_\_\_\_  
(Signature)

Date \_\_\_\_\_

**(Preaudit Certificate must be dated.)**

Email address \_\_\_\_\_

***Agenda Item: 11d***

# Lake Lure Fire Department


PO Box 255 ~ Lake Lure, NC 28746

Phone: 828-625-9333 ~ Fax 828-625-9760

E-mail: llfire@bellsouth.net

## Memorandum

To: Chris Braund, Town Manager

 From: Ron Morgan, Fire Chief

Date: May 4, 2011

Subject: Mutual Aid Agreements

Attached are two mutual aid agreements, one for Rutherford County Fire Departments and one for Sunny View Fire Department. These agreements are standard and reduce questions and concerns when responding to aid another department or receiving aid from another department. They spell out in advance what is expected and who is responsible for issues that may arise. There is no money involved in either agreement.

The Rutherford County agreement is simply being updated as the last one was signed in approximately 1994. Because Lake Lure Fire Department is a new department we were not included in the existing agreement and when we discussed signing an agreement it became obvious they needed to be updated. This agreement allows us to provide or receive aid from any fire department in Rutherford County on request.

The Sunny View Fire Department agreement would be a new agreement with the Lake Lure Fire Department. We have already responded a few times to assist Sunny View and this agreement will provide better protection and understanding of what is expected.

I believe these agreements will need to be approved by Council and request this be placed on the May agenda if possible. If you have any questions or concerns please contact me.

CC: file



# MUTUAL AID AGREEMENT FOR FIRE PROTECTION

**NORTH CAROLINA**

**RUTHERFORD COUNTY**

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, by and between the rated fire departments serving Rutherford County; hereinafter referred to as FIRE DEPARTMENTS.

## WITNESSETH:

THAT, WHEREAS, the General assembly of North Carolina did enact into law an act to authorize mutual aid assistance between FIRE DEPARTMENTS whereby full authority may be exercised for FIRE DEPARTMENTS to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in the case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed assure the fire district and areas adjoining the protection fire districts within Rutherford County of adequate protection;

WHEREAS, by action of the undersigned officials on the \_\_\_\_\_ day of \_\_\_\_\_, this agreement for reciprocal mutual aid assistance was duly authorized;

NOW THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, the chief or officer in charge at the scene of the emergency of the FIRE DEPARTMENT shall have implicit authority, upon notification of one of the parties to the other that an emergency does in fact exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required. In order to comply with state requirements, mutual aid apparatus responding to structural fires must have a minimum 1,000-gallon water tank capacity.
2. It shall be the responsibility of the chief or officer in charge of the FIRE DEPARTMENT of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death or injury to any personnel of their own command responding to the request for mutual aid.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damage or destroyed at the actual scene of any civil disorder, holocaust, conflagration *or* natural disaster due to any firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within or without whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.

6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the FIRE DEPARTMENT of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.

7. Each party to this agreement shall assume all costs involving the use of apparatus, equipment and tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, special extinguishing agents used by responding party from its own supply shall be paid for by the party requesting the aid upon the receipt of an itemized statement of costs for such extinguishing agents.

8. Upon receipt of a request for assistance by the chief or officer in charge of the FIRE DEPARTMENT from the requesting party and upon a determination by the chief or officer in charge of the FIRE DEPARTMENT of the responding party that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the chief or officer in charge of the FIRE DEPARTMENT may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deems appropriate. Such response shall remain solely the decision of the chief or officer in charge of the FIRE DEPARTMENT of the responding party.

9. The chief or officer in charge of the department involved in an emergency and who places the request for assistance shall in all instances be in command of the emergency as to aspects of strategy, fire control tactics and over-all direction of operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief fire-fighting officer in command of the responding party.

10. Neither party to this agreement shall be bound to dispatch apparatus, equipment, or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the chief or officer in charge of the FIRE DEPARTMENT, of either party, such dispatch would not impose upon his respective fire district a serious impairment to the fire defenses and fire protection.

11. Either party may, at any time, terminate this agreement, through its respective fire chief and/or action by the Board of Directors of the organization, upon the serving of a thirty-day written notice to the fire chief and/or Board of Directors of the other parties.

12. When FIRE DEPARTMENT personnel are sent to another fire district pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workman's Compensation Laws, which they have in the sending FIRE DEPARTMENTS shall be extended to and include the area in which like benefits and authorities are or could be afforded to FIRE DEPARTMENT personnel of the requesting FIRE DEPARTMENT and shall be extended to the area located between their respective fire districts when said personnel are acting within the scope of the authority conferred by this agreement.

INWITNESS WHEREOF, the FIRE DEPARTMENTS have caused this instrument to be signed in its corporate name by its president or mayor, attested by its secretary and its corporate seal affixed all on the day and year first above written.



***Agenda Item: 11e***

# **MUTUAL AID AGREEMENT FOR FIRE PROTECTION**

**NORTH CAROLINA**

**RUTHERFORD COUNTY / POLK COUNTY**

THIS AGREEMENT, made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, by and between Lake Lure Fire Rescue and Sunny View Fire & Rescue; hereinafter referred to as FIRE DEPARTMENTS.

## WITNESSETH:

THAT, WHEREAS, the General assembly of North Carolina did enact into law an act to authorize mutual aid assistance between FIRE DEPARTMENTS whereby full authority may be exercised for FIRE DEPARTMENTS to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 58, Section 83-1, of the General Statutes of North Carolina;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation, a pre-determined plan by which each of them might render aid to the other in the case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance in fire protection and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed assure the fire district and areas adjoining the protection fire districts within Rutherford County of adequate protection;

WHEREAS, by action of the undersigned officials on the \_\_\_\_\_ day of \_\_\_\_\_, this agreement for reciprocal mutual aid assistance was duly authorized;

NOW THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, the chief or officer in charge at the scene of the emergency of the FIRE DEPARTMENT shall have implicit authority, upon notification of one of the parties to the other that an emergency does in fact exist and that aid is needed, to order available apparatus, equipment and manpower into action to assist the requesting party as may be required. In order to comply with state requirements, mutual aid apparatus responding to structural fires must have a minimum 1,000-gallon water tank capacity.
2. It shall be the responsibility of the chief or officer in charge of the FIRE DEPARTMENT of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death or injury to any personnel of their own command responding to the request for mutual aid.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damage or destroyed at the actual scene of any civil disorder, holocaust, conflagration *or* natural disaster due to any firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered; said liability and responsibility shall rest solely with the party requesting such aid and within or without whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.

6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the FIRE DEPARTMENT of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.

7. Each party to this agreement shall assume all costs involving the use of apparatus, equipment and tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, special extinguishing agents used by responding party from its own supply shall be paid for by the party requesting the aid upon the receipt of an itemized statement of costs for such extinguishing agents.

8. Upon receipt of a request for assistance by the chief or officer in charge of the FIRE DEPARTMENT from the requesting party and upon a determination by the chief or officer in charge of the FIRE DEPARTMENT of the responding party that the request may be honored without impairing the capacity to provide fire protection within its own jurisdiction, the chief or officer in charge of the FIRE DEPARTMENT may take such steps as necessary to furnish apparatus, manpower and assistance to the requesting party as he deems appropriate. Such response shall remain solely the decision of the chief or officer in charge of the FIRE DEPARTMENT of the responding party.

9. The chief or officer in charge of the department involved in an emergency and who places the request for assistance shall in all instances be in command of the emergency as to aspects of strategy, fire control tactics and over-all direction of operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief fire-fighting officer in command of the responding party.

10. Neither party to this agreement shall be bound to dispatch apparatus, equipment, or personnel to the assistance of the other but every effort should be made to furnish such assistance if, in the judgment of the chief or officer in charge of the FIRE DEPARTMENT, of either party, such dispatch would not impose upon his respective fire district a serious impairment to the fire defenses and fire protection.



11. Either party may, at any time, terminate this agreement, through its respective fire chief and/or action by the Board of Directors of the organization, upon the serving of a thirty-day written notice to the fire chief and/or Board of Directors of the other parties.

12. When FIRE DEPARTMENT personnel are sent to another fire district pursuant to this agreement, the jurisdiction, authority, rights, privileges and immunities, including coverage under Workman's Compensation Laws, which they have in the sending FIRE DEPARTMENTS shall be extended to and include the area in which like benefits and authorities are or could be afforded to FIRE DEPARTMENT personnel of the requesting FIRE DEPARTMENT and shall be extended to the area located between their respective fire districts when said personnel are acting within the scope of the authority conferred by this agreement.

INWITNESS WHEREOF, the FIRE DEPARTMENTS have caused this instrument to be signed in its corporate name by its president or mayor, attested by its secretary and its corporate seal affixed all on the day and year first above written.

ATTEST:

**Lake Lure Fire Rescue**

By: \_\_\_\_\_  
Mayor Date

By: \_\_\_\_\_  
Fire Chief Date

By: \_\_\_\_\_  
Clerk of the Board Date

SEAL

ATTEST:

**Sunny View Fire and Rescue Department Inc.**

By: \_\_\_\_\_  
President, Board of Directors Date

By: \_\_\_\_\_  
Fire Chief Date

By: \_\_\_\_\_  
Secretary, Board of Directors Date

SEAL

*Agenda Item: 13a*

## Andi Calvert

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**From:** Carole McKay [carole@lakecountrync.com]

**Sent:** Thursday, May 05, 2011 11:34 AM

**To:** townclerk@townoflakelure.com

**Cc:** Thomas.McKay@Sothebysrealty.com

**Subject:** Dragon Boat Ducky Derby Request

We would like to request permission to have a Dragon Ducky Derby alongside with our race and festival on Saturday May 21<sup>st</sup>. We would like to drop the duckies into the water at the walking bridge and have them float to the back of our office near the ramp. It is a short distance and we will make certain all duckies are removed from the water as soon as the race is complete. Thank you.

Thomas and Carole McKay

Event Coordinators

[www.Lureofthedragons.org](http://www.Lureofthedragons.org)



Owner/Broker

Lake Country Vacation Rentals

800.742.9556 t

828.625.9119 o

828.625.0783

[www.LakeCountryNC.com](http://www.LakeCountryNC.com)

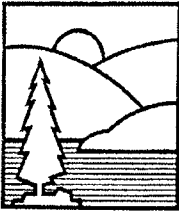
[Carole@LakeCountryNC.com](mailto:Carole@LakeCountryNC.com)

"To God Be The Glory"



***Agenda Item: 13b***





Incorporated 1927

TOWN OF LAKE LURE  
*Community Development Department*

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MEMORANDUM

TO: Town Manger

Cc: Community Development Director

FROM: Zoning Administrator *STS*

DATE: April 28, 2011

RE: VROP Enforcement Status

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In November of last year four known residential vacation rentals (RVRs) that had been identified as operating without a vacation rental operating permit (VROP) or a pending appeal were discussed. It was decided at that time that enforcement procedures against those four RVRs would be postponed due to the fact that the rental season was drawing to a close and three RVR cases were on appeal. It was thought at that time that a court decision on the three appeals would be rendered prior to the start of the next rental season. As you are aware, that has not been the case. The court hearing for all three appeals has been postponed multiple times, and the current hearing date is scheduled for June 13, 2011. This is well into the current rental season.

A breakdown of the four RVRs discussed is as follows:

- 201 Allen Drive – Jocelle Allen, owner – advertised on VRBO.com, listing #16496
- 205 Allen Drive – William Brumbach, owner – advertised on VRBO.com, listing #59142
- 211 Thomas Drive – Rebecca Holcher, owner – advertised on VRBO.com, listing #156745
- 127 Cattail Road – Marvin McFadyen, owner – advertised on VRBO.com, listing #278851

A letter was sent to each of these property owners in July, 2010 reminding them that the continued use of the property as a RVR without the required VROP is a violation of the Zoning Regulations. Other than a brief phone conversation with Mr. Brumbach and Ms. Holcher, I have had no response from these property owners, and all four are still advertised on the internet as of April 28, 2011. A decision now needs to be made whether to continue to wait for the outcome of the pending appeals or pursue enforcement procedures against these four property owners.

You also asked for a brief report on the three pending appeals cases.

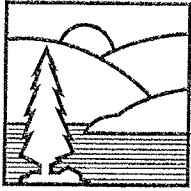
- Stephen Duncan filed an appeal of administrative determination based on my interpretation of the habitable bedroom requirements, thereby affecting the maximum occupancy of his RVR. Mr. Duncan has been issued a VROP for a 2 bedroom RVR

located at 109 Thomas Edison Rd., while his application requested a VROP for a 3 bedroom RVR. The Board of Adjustment upheld my decision; Mr. Duncan has since appealed that decision to Rutherford County Superior Court. The court hearing is scheduled for June 13, 2011.

- Debbie McArthur filed an appeal of administrative determination based on the July, 2010 letter stating a VROP was required to continue the use of her property located at 178 Mark Twain Dr. as a RVR. The Board of Adjustment upheld my decision; Ms. McArthur has since appealed that decision to Rutherford County Superior Court. The court hearing is scheduled for June 13, 2011.
- Martha Jones and Lou Self filed an appeal of administrative determination based on the July, 2010 letter stating a VROP was required to continue the use of their property located at 146 Yacht Island Dr. as a RVR. The Board of Adjustment upheld my decision; Ms. Self and Ms. Jones have since appealed that decision to Rutherford County Superior Court. The court hearing is scheduled for June 13, 2011.

Enforcement procedures against these three cases will be stayed pending the outcome of the appeals.

The final case you requested a report on is Dell Jones' RVR located at 181 Allen Dr. This is a duplex located in the R-1 zoning district. I completed an investigation of this RVR in June, 2010 and determined a VROP was not required due to the fact that the structure is in fact a duplex, and Ms. Jones had provided sufficient evidence supporting her claim that she is the owner of the property and lives in one of the dwelling units. This meets the three requirements of the exception outlined in Section 92.042 (B)(3) of the Zoning Regulations. I would only reopen the case if new evidence was submitted indicating any of the three requirements for the exception has changed since I concluded my investigation.



Incorporated 1927

# Town of Lake Lure

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

July 13, 2010

Jocelle and Edward Allen  
1002 Anderson Rd  
Chesnee SC 29323

Dear Property Owner:

Our research indicates you are advertising a residential vacation rental (RVR) at 201 Allen Dr.. Section 92.042 (C) of the Town of Lake Lure Zoning Regulations states that every residential vacation rental operating in town limits requires a vacation rental operating permit (VROP). The continued operation of the property as a RVR without the required permit is a violation of the regulations and subjects the property owner to enforcement procedures.

Obtaining a VROP is a relatively simple process, and I will be happy to assist you in any way that I can. I have included an informational brochure as well as a blank VROP application form. You may also access more information at the Town of Lake Lure website at [www.townoflakelure.com](http://www.townoflakelure.com) and clicking on the Vacation Rental Information link. Please do not hesitate to contact me if I can be of any assistance.

Sincerely,

Sheila Spicer  
Zoning Administrator

Lake Lure North Carolina Rental Blue Ridge Mountains



201 Allen Drive

Home > USA > North Carolina > Blue Ridge Mountains > Lake Lure > VRBO Listing #16496

## Best Waterfront on Lake Lure. Fall Special \$550/Wkend

Lake Lure, North Carolina Vacation Rental by Owner Listing 16496



View of Rumbling Bald Mountain from our Boat House and cottage

**Location:** Lake Lure, Blue Ridge Mountains, North Carolina, USA (45 min drive from Asheville & 1 hr from Greenville/Spartan)

**Accommodations:** Cottage, 4 Bedrooms + Other (See Description), 3 Baths (Sleeps 13)

**Keywords:** Cottage

### Call Owner

Phone 1: (864) 592-1905  
(South Carolina, USA)  
Phone 2: 864-592-1116

Please say "I saw your listing #16496 on VRBO".

We BOAST the BEST WATERFRONT on Lake Lure ... Perfect for water lovers and water watchers. Our beautiful, newly constructed, boat house includes a big dock for rocking chairs both in or out of the sun... We have a water level dock that allows you to dangle your feet in the water just to get cooled down.

For a full swim, our wide steps allow you to slowly enter the water....or you can be adventurous and jump or dive off the end of each of our swim docks or really get out there by jumping off the top of our double slotted boat house.... Quite a thrill... No one has ever touched bottom by jumping off the top of our boat house.

For sun lovers, bring your sunscreen cause our boat house deck is huge and gets full sun all day.... but when you get hot, all you have to do is jump off the top for a quick cool down. We supply ski belts, just to be safe... also blue rubberized floats

and a peddle paddle boat for seeing the lake. There is also a pontoon for rent in one of our slots..

For shade lovers, rock comfortably on our shade screened lakefront porch or sit on our outside fully shaded patio with hammock. You can still see all the action on the lake. In fact all of the rooms in our cottage have a beautiful view of Rumbling Bald Mountain and the lake.

So we are nestled in the Blue Ridge Mountains of the Appalachian Chain, on the crystal clear, emerald waters of one of the most beautiful lakes in the world (National Geographic 1954), our lake front cottage's perfect location allows for active as well as "laid back" vacationers during all seasons. With three, 18 hole golf courses in a three mile radius, municipal tennis courts, horseback riding, sight seeing, shopping, water sports, and wonderful restaurants within in a 20 minute drive, our guests can play till they drop.

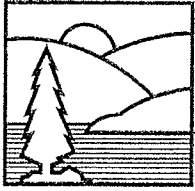
Swimming, skiing, and floating the lake's currents are wonderful activities May through September, after which you will need a wet-suit and a warm wood fire blazing in our fireplace. Be certain to bring hot chocolate! But most of all ENJOY IT ALL!

Our cottage has 4 bedrooms..on the upper level there is a bedroom with a king and queen bed, and a second bedroom with a double. There is a bath room on the upper level.On the main level there is a bath and a bedroom with a king bed and a single bed. On the lower level is a bunk room with 2 sets of bunk beds with the lower beds folding out into a double and a bathroom. Perfect for children of all ages.. plus 2 sleeping cots on the lake front porch

## Vacation Rental Features

Amenities	Air Conditioning: NO AC IN BUNK ROOM, WHICH SLEEPS 6 CHILDREN OR 4 ADULTS COMFORTABLY	Washer Linens Provided	Dryer
	Parking for RV/Boat/Trailer	Wood Fireplace	Off Street Parking: 6 PARKING PLACES WHEN PARKED VERTICALLY TOWARD THE COTTAGE
Beds	King Bed (2) Twin/Single Bed	Queen Bed Bunk Bed (2) : LOWER UNITS FOLD OUT TO DOUBLE BED	Double Bed Convertible Bed (2)
Entertainment	Cable/Satellite TV CD Player	VCR	Video Library
Kitchen	Microwave	Ice Maker	





# Town of Lake Lure

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

Incorporated 1927

July 13, 2010

William K Brumbach  
1532 Milford Rd  
Columbia SC 29206

Dear Property Owner:

Our research indicates you are advertising a residential vacation rental (RVR) at 205 Allen Dr.. Section 92.042 (C) of the Town of Lake Lure Zoning Regulations states that every residential vacation rental operating in town limits requires a vacation rental operating permit (VROP). The continued operation of the property as a RVR without the required permit is a violation of the regulations and subjects the property owner to enforcement procedures.

Obtaining a VROP is a relatively simple process, and I will be happy to assist you in any way that I can. I have included an informational brochure as well as a blank VROP application form. You may also access more information at the Town of Lake Lure website at [www.townoflakelure.com](http://www.townoflakelure.com) and clicking on the Vacation Rental Information link. Please do not hesitate to contact me if I can be of any assistance.

Sincerely,

Sheila Spicer  
Zoning Administrator

Lake Lure Vacation Rental

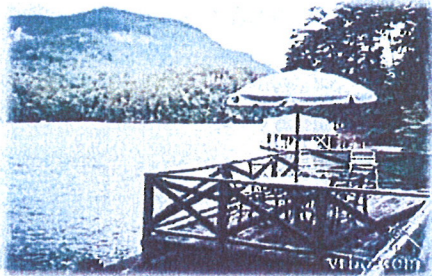


205 Allen Drive

Home > USA > North Carolina > Blue Ridge Mountains > Lake Lure > VRBO Listing #59142

## Waterfront Home - Great View + Quiet Cove Swimming

Lake Lure, North Carolina Vacation Rental by Owner Listing 59142



View of Bald Mountain from Our Boat House

**Location:** Lake Lure, Blue Ridge Mountains, North Carolina, USA

**Accommodations:** House, 4 Bedrooms + Sleeping Porch, 2 Baths (Sleeps 8-10)

**Keywords:** House

Charming mountain vacation home located on cool mountain lake water. Sizeable boathouse with lounging, sunning and diving from the upper deck. Canoe, paddles and floats available for use. House has many conveniences including air conditioning in the upstairs kitchen/den area + ceiling fans throughout.

Large upstairs and downstairs porches ideal for rocking and passing the day or evening. Upstairs (main level) - 1 bedroom with queen bed, 1 bedroom with twin beds, queen sleeper sofa, and one bath. Downstairs - 1 bedroom with double bed, 1 bedroom with single bed, additional sleeping space on double bed in downstairs den, and single daybed on porch.

Full bath and clothes washer and dryer are also in the downstairs. Linens and towels are provided. There is a cleaning charge of \$80, and a deposit is required to guarantee rental. Located next to listing #16496 (Beautiful Lake Lure) and the two houses can be rented together.

### Call Owner

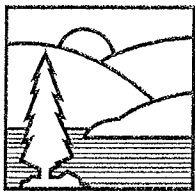
Phone 1: **(803) 738-0143**

Phone 2: **(803) 429-2081**  
(South Carolina, USA)

Please say "I saw your listing #59142 on VRBO".

## Vacation Rental Features

<b>Amenities</b>	Air Conditioning Linens Provided	Washer Wood Fireplace	Dryer
<b>Beds</b>	Queen Bed	Double Bed	Twin/Single Bed
<b>Entertainment</b>	Cable/Satellite TV	DVD	VCR
<b>Kitchen</b>	Full Kitchen Dishwasher	Cooking Utensils Provided Microwave	Refrigerator Ice Maker
<b>Outdoor Features</b>	Charcoal BBQ Grill	Deck/Patio	Balcony
<b>View/Location</b>	Lakefront	Mountain View	
<b>Communications</b>	Telephone		
<b>Other Amenities</b>	Ceiling fans throughout the house, no smoking and a non-refundable \$100/wk charge for animals.		
<b>Suitability</b>	Pet Friendly	Kid Friendly	Smoking Not Allowed
<b>Activities (on site and nearby)</b>	Golf Sightseeing Kayaking Swimming Fishing	Tennis Restaurants Boating Mountain Biking Rock Climbing	Shopping Rafting Waterskiing Hiking Horseback Riding



# Town of Lake Lure

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

Incorporated 1927

July 13, 2010

Rebecca Holcher  
4210 3rd Ave NW  
Naples FL 34119

Dear Property Owner:

Our research indicates you are advertising a residential vacation rental (RVR) at 211 Thomas Dr., Section 92.042 (C) of the Town of Lake Lure Zoning Regulations states that every residential vacation rental operating in town limits requires a vacation rental operating permit (VROP). The continued operation of the property as a RVR without the required permit is a violation of the regulations and subjects the property owner to enforcement procedures.

Obtaining a VROP is a relatively simple process, and I will be happy to assist you in any way that I can. I have included an informational brochure as well as a blank VROP application form. You may also access more information at the Town of Lake Lure website at [www.townoflakelure.com](http://www.townoflakelure.com) and clicking on the Vacation Rental Information link. Please do not hesitate to contact me if I can be of any assistance.

Sincerely,

Sheila Spicer  
Zoning Administrator

Lake Lure Home



211 Thomas Drive

Home > USA > North Carolina > Blue Ridge Mountains > Lake Lure > VRBO Listing #156745

## Waterfront Home Level Property- Private Beach

Lake Lure, North Carolina Vacation Rental by Owner Listing 156745



Lakeside view of house

**Location:** Lake Lure, Blue Ridge Mountains, North Carolina, USA (30 MILES OR AN HOUR DRIVE FROM ASHEVILLE NORTH CAROLINA)

**Accommodations:** House, 4 Bedrooms + Convertible bed(s), 2 Baths (Sleeps 10-14)

**Keywords:** House

### Call Owner

Phone 1: (239) 262-4903

Florida USA

Phone 2: (239) 285-3070

Please say "I saw your listing #156745 on VRBO".

This lakefront home is situated on a level portion of the property so there are only three stone steps down to a private sandy beach with a small creek running through it, which is a rare amenity in the mountains. There is much space on the grounds creating a peaceful quiet feeling. There is a dock for a personal or rental boat, fishing, water sports and the canoe we provide.

This family friendly home has two levels. The downstairs area has a living/dining space with ample room. The fully equipped kitchen is beside a seating area where the fireplace is located. There is a small table for children and another table nearby for extra dining or games. There is one bath and one bedroom downstairs. Up one flight of stairs is a laundry room with an extra refrigerator and the back door. Up the other flight of stairs is the top floor with one bath with tub and three bedrooms with a king size bed and a trundle bed in the largest room and two other rooms, one floor with linens for all beds including the double bed. There is a portable crib which can be located wherever desired. The linen closet is on this floor with towels for the bath and beach.

with a queen bed and the other with a double bed. There is a portable crib which can be located wherever desired. The linen closet is on this floor with towels for the bath and beach.

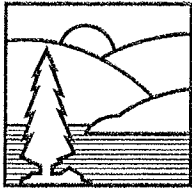
There are four acres of woods behind the house making for a secluded area. The lake is in the front of the house in a no wake cove which allows for safe swimming. The beach is the perfect place for young ones to play in the sand or in the shallow water. There are life jackets available.

There is a new Ingles Supermarket about five or more minutes away. The view of the mountains in the fall when the leaves change color is beautiful. The Biltmore House in Asheville has a reputation for spectacular spring gardens and Christmas decorations.

## Vacation Rental Features

<b>Amenities</b>	Air Conditioning Linens Provided Wood Fireplace	Washer Off Street Parking	Dryer Parking for RV/Boat/Trailer
<b>Beds</b>	King Bed Twin/Single Bed (2)	Queen Bed Convertible Bed (2)	Double Bed (2) Crib
<b>Entertainment</b>	Cable/Satellite TV CD Player	DVD Stereo System	VCR
<b>Kitchen</b>	Full Kitchen Microwave	Cooking Utensils Provided Ice Maker	Refrigerator
<b>Outdoor Features</b>	Charcoal BBQ Grill		
<b>View/Location</b>	Lakefront		
<b>Communications</b>	Telephone	Free Long Distance	Broadband Internet
<b>Other Amenities</b>	The level property on which the home is located is only 3 stone steps down to a private beach where young ones can enjoy the shallow water, The view behind the home is 4 acres of woods		
<b>Suitability</b>	No Pets Allowed	Kid Friendly: CHILD DINING TABLE, ROCKING HORSE, BABY	Smoking Allowed: Smoking outside is fine





# Town of Lake Lure

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

Incorporated 1927

July 13, 2010

Marvin McFadyn  
102 Brookside Avenue  
Black Mountain NC 28711

Dear Property Owner:

Our research indicates you are advertising a residential vacation rental (RVR) at 127 Cat's Tail Ln.. Section 92.042 (C) of the Town of Lake Lure Zoning Regulations states that every residential vacation rental operating in town limits requires a vacation rental operating permit (VROP). The continued operation of the property as a RVR without the required permit is a violation of the regulations and subjects the property owner to enforcement procedures.

Obtaining a VROP is a relatively simple process, and I will be happy to assist you in any way that I can. I have included an informational brochure as well as a blank VROP application form. You may also access more information at the Town of Lake Lure website at [www.townoflakelure.com](http://www.townoflakelure.com) and clicking on the Vacation Rental Information link. Please do not hesitate to contact me if I can be of any assistance.

Sincerely,

Sheila Spicer  
Zoning Administrator

Lake Lure Blue Ridge Mountains Vacation Cabin Wrap-Around Porches Wood-Burning Stone Fireplace

Sponsored Advertisement



127 Cattail Rd

Home > USA > North Carolina > Blue Ridge Mountains > Lake Lure > VRBO Listing #278851

## Cattail Cabin -Log Cabin in Rumbling Bald

Lake Lure, North Carolina Vacation Rental by Owner Listing 278851



**Location:** Lake Lure, Blue Ridge Mountains, North Carolina, USA (Located 45 Min. from Asheville, Under 2 Hrs. from Charlotte)

**Accommodations:** Cabin, 4 Bedrooms + Convertible bed(s), 3 Baths (Sleeps 9-11)

Leave your cares behind when you visit our 2700 square foot log cabin, located on a quiet, dead end street within the gates of Rumbling Bald resort.

Enjoy two levels of covered, wrap-around porches as you listen to the sound of the bold creek rushing by directly behind the cabin. You may even see a family of deer, wild turkey, or great blue heron.

This home has a wood-burning stone fireplace, brand new hardwood floors, new appliances, granite countertops, and all the comforts of home. Linens are provided as are basic kitchen necessities. There is a charcoal grill, but please bring your own charcoal.

The master bedroom is on the main level with a queen size bed. Upstairs you will find 2 bedrooms and a bathroom. One bedroom has a double bed and a twin, the other bedroom has 2 twins. The "basement" is a walk out basement with it's own deck and bathroom. There is a bedroom with a double bed in it and also a gameroom with pool table, tv, and a futon.

### Vacation Rental Features

<i>Amenities</i>	Air Conditioning Linens Provided Wood Stove	Washer Off Street Parking	Dryer Wood Fireplace
<i>Beds</i>	Queen Bed Convertible Bed	Double Bed	Twin/Single Bed
<i>Entertainment</i>	Cable/Satellite TV Video Games Sauna	DVD Shared Hot Tub Pool Table	Video Game Console Shared Pool
<i>Kitchen</i>	Full Kitchen Dishwasher	Cooking Utensils Provided Microwave	Refrigerator Ice Maker
<i>Outdoor Features</i>	Charcoal BBQ Grill	Deck/Patio	Balcony
<i>View/Location</i>	Waterfront, not Lake/Oceanfront. Ask for details		
<i>Communications</i>	Telephone		
<i>Other Amenities</i>	BRING YOUR OWN CHARCOAL FOR GRILLING!		
<i>Suitability</i>	No Pets Allowed	Smoking Not Allowed	
<i>Activities (on site and nearby)</i>	Golf Sightseeing Kayaking Biking Hiking Fitness Center/Gym Antiquing	Tennis Restaurants Boating Mountain Biking Fishing Health/Beauty Spa Miniature golf	Shopping Rafting Swimming Wildlife Viewing Rock Climbing Basketball Court Horseback Riding

*Agenda Item: 13c*

## Andi Calvert

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**From:** Lake Lure Town Manager [townmgr@townoflakelure.com]

**Sent:** Tuesday, May 03, 2011 8:17 AM

**To:** 'Town Clerk'

**Subject:** FW: May Council Meeting / LL Pavillion (Gazebo)

**From:** george wittmer [mailto:gwittmer@bellsouth.net]

**Sent:** Tuesday, May 03, 2011 8:16 AM

**To:** Chris Braund

**Subject:** May Council Meeting / LL Pavillion (Gazebo)

Chris:

As a follow up to Lake Lure Properties, LLC (Lake Lure Inn) formal request for 2012 Gazebo advance reservation dates approval, this memo is to introduce the Lake Lure Inn and Spa staff who will be representing the hotel and responding to any questions, comments, or observations by Council members, Mayor Keith, or you during the upcoming Town Council meeting, Tuesday, May 10th.

Ms. Heather Alley, Events Sales Manager and Mr. Patrick Bryant, Events Department Manager, will be representing the Inn at the May 10th meeting. Too, it was Ms. Alley and Mr. Bryant who compiled and arrayed the data within, and drafted the text of, our 2012 Gazebo advance reservation request / petition to Council. I believe Council will be pleased with the professionalism and business-like persona of both Ms. Alley and Mr. Bryant -- who, with me, wish to thank Andi, Linda, and other Town staff in assisting us in accumulating some of the data arrayed in our request to Council.

We omitted a request for reservation payment structure from our formal petition to Council. Hence, should Council approve our request for advance reservations in 2012, our preference is to make payment of 50% (\$3,900.00) of the total reservation fees (26 dates X \$300 = \$7,800.00) immediately thereafter, and remit the balancing 50% (\$3,900.00) by January 10, 2012. Any additional dates chosen by hotel brides for 2012 Gazebo use, whether reserved during this year or during 2012, would be paid in full at time of reservation.

Thanks,  
George

5/3/2011



## **Request for Town Council approval of 2012 advance booking of The Lake Lure Town Pavilion (Gazebo) by The 1927 Lake Lure Inn and Spa**

Lake Lure Properties, LLC (The 1927 Lake Lure Inn and Spa) wishes to reserve the Town Gazebo for the following dates in 2012:

### **2012 Saturday Dates:**

March 17

May 5, 12, 26

June 2, 9, 16, 23, 30

August 4, 11, 18, 25

September 1, 8, 15, 22, 29

October 6, 13, 20, 27

November 10

### **2012 Sunday Dates:**

April 1

May 27

September 2

(Gazebo dates March 24, April 14, May 19, November 3 have already been reserved and paid for by The 1927 Lake Lure Inn and Spa)

### **Rationale:**

The Inn did not directly reserve the Gazebo in 2009 or 2010, however listed below are the number of times the Gazebo was rented by Brides hosting their receptions at The 1927 Lake Lure Inn and Spa. Also listed is the number of Wedding Events booked through the Town for the Gazebo without any direct leads from the Inn.

2009: March 1 – November 30

27 weddings Inn/Gazebo

11 weddings Town/Gazebo

Unsold Fridays: 23

Unsold Saturdays: 16

Unsold Sundays: 28

2011: March 1 – November 30

44 Weddings Inn/Gazebo

5 Weddings Town/Gazebo

Unsold Fridays: 29

Unsold Saturdays: 5

Unsold Sundays: 23

2010: March 1 – November 30

35 Weddings Inn/Gazebo

7 Weddings Town/Gazebo

Unsold Fridays: 29

Unsold Saturdays: 11

Unsold Sundays: 31

2012 Estimated: March 1 – November 30

53 Weddings Inn/Gazebo

7 Town/Gazebo

Unsold Fridays: 25

Unsold Saturdays: 2

Unsold Sundays: 20



106 of the brides holding their receptions at the inn also held their weddings at the Gazebo.

From 2009 – 2011, there were fewer than 8 wedding events per year held at the Gazebo which were not Lake Lure Inn related.

For mid-week events, the Gazebo has been rented an approximately of 3-4 times per year by entities other than the Lake Lure Inn. (All except one of these events have been chamber events.)

The Inn has never reserved the Gazebo and not used the Gazebo for the reserved purpose.

The Inn commits a large amount of time and revenue towards marketing the Lake Lure Gazebo at Wedding Festivals, online, through direct emails to brides, during facility tours, etc.

In 2012, the town's Gazebo rentals will have doubled from 2009 due to the Inn's marketing strategy. Below is arrayed the time spent by the Inn marketing the Gazebo as well as the number of quality tourists that have gained interest in the Gazebo due to the Inn's efforts:

#### INTERESTED PARTIES

- 3,000 online-registered brides per year through the Inn's website.
- 6,500 potential bride-tourists at Inn's wedding festivals introduced to Lake Lure Gazebo.
- 12, 000 wedding guests (quality tourists) attended the Inn's gazebo ceremonies and receptions from 2009-2011.
- 312 Inn property tours per year and growing.

#### MARKETING TIME: over 3,000 hours yearly

- An average of 6 tours per week/52 wks = 312 hours in tours
- Wedding festivals: prep day + festival = 24 hours x 5 festivals = 120 hours for wedding festivals
- Man-hours: 3,000 registered users x 3 email responses each = 9,000 emails: 750 hrs  
Individual emails = 35 hours per week x 52 weeks: 1,820 hours

Weddings account for a majority of the quality tourists' dollars spent with Lake Lure businesses. Revenue to the local businesses from Inn brides (per Gazebo Wedding):

- 100 room nights x area average \$100/night = \$10,000
- Offsite meals at \$10 per meal x 2 meals x 150 persons = \$3,000
- Approximately 150 quality wedding tourists frequenting area attractions = \$?

***Agenda Item: 13d***

April 30, 2011

Bob Keith, Mayor  
Town of Lake Lure

Dear Bob,

Thank you and the Town Council for recognizing my work on the Zoning and Planning Board with the beautiful Recognition plaque and the handsome tee shirt - to say nothing of the speeches.

After due consideration, I would like to retire immediately, along with Mary, Vicki and Gary, rather than waiting for my term to expire in December. I am deeply grateful to all the Mayors and Town Councils for being able to serve the beautiful Town for so many years. It has also been wonderful to have been able to work with all the fine members of the Zoning Board to say nothing of the great Town Staff.

In leaving, there is one thought that I would like to be remembered - The Zoning Ordinance is a manual to guide people in preserving and caring for this beautiful land that God has entrusted us with.

May the people who have gone before us always appreciate what we have done. I am thankful for the good work you and the present Council are doing.

My best wishes and blessings to all.

A handwritten signature in cursive script that reads "Dick".

Dick Washburn

**ZONING AND PLANNING BOARD**  
**List Revised 5-3-11**

*List of candidates to be considered for appointment to fill Dick Washburn's position with a term expiring December 31, 2011*

1. Bruce Barrett
2. Vic Knight