

LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET

Tuesday, February 13, 2024
5:00 p.m.



**Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor**

TOWN OF LAKE LURE
Town Council Regular Meeting
Tuesday, February 13, 2024 - 5:00 PM
Lake Lure Municipal Center



Agenda

I. Call to Order

- A. Pledge of Allegiance and Invocation

II. Agenda Adoption

III. Mayor's Communications

IV. Town Manager's Communications

- A. Monthly Report – Page 3
- B. Review Actions Taken at January's Work Session and Action Meeting
- No actions were taken.

V. Council Liaison Reports and Comments

VI. Public Comment

The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the Town Clerk, ostewman@townoflakelure.com, at least one hour prior to the meeting.

VII. Consent Agenda

- A. Approval of the January 8, 2024 Special Town Council Planning Retreat, the January 16, 2024 Special Town Council Meeting Minutes and the January 24, 2024 Town Council Work Session and Action Meeting Minutes – Page 30
- B. Approval of Maintenance Agreement of Electric Vehicle Chargers with NovaCHARGE – Page 83

Town staff is recommending that the poorly functioning EV charging stations be replaced with NovaCHARGE stations. NovaCHARGE has provided the Town with a proposed maintenance agreement that includes a term of three years and would automatically renew unless otherwise notified. The agreement would also allow the Town to impose a pass-through electric charge and Town costs to the users of the chargers through a minimal charging fee.

VIII. Unfinished Business

IX. New Business

- A. Resolution No. 24-02-13A Setting Public Hearing for March 12, 2024 to Receive Comments Regarding Amendment of Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”) – *Page 102*
- B. Volunteer Board Appointments – *Page 107*
 - i. ABC Board – *Page 108*
 - ii. Board of Adjustment / Lake Structure Appeals Board – *Page 110*
 - iii. Lake Advisory Board – *Page 118*
 - iv. Parks and Recreation Board – *Page 123*
 - v. Zoning and Planning Board – *Page 137*
- C. Budget Amendment #364 for Repairs to Parks, Recreation, and Lake Office Roof and Maintenance Related to NCDOT Replacement and Upsizing of Drain Pipe under Highway 64/74 – *Page 139*
- D. Budget Amendment #365 for Manhole Replacement Project and Sewer Line Stabilization Project at Lake House Restaurant and Highway 9 – *Page 141*
- E. Resolution No. 24-02-13A Authorizing the Town Manager to Act on Ruby-Collins Design Build Agreement Terms Regarding Section 8.2 (“Delays of Work”) And Section 11.1 (“Owner’s Right to Stop Work”) for Work Detailed in Agreement Amendment 02 – *Page 143*
- F. Fiscal Year 2024 Fall Rehabilitation of High Hazard Potential Dams Funding Opportunity – *Page 146*

X. Closed Session

In accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims.

XI. Adjournment

III
MAYOR'S
COMMUNICATIONS

IV
TOWN MANAGER'S
COMMUNICATIONS



Town Manager Report January 2024

Below are the January highlights from the various departments. Full department reports are available upon request.

Public Services – The Public Service Department is busy keeping everything working as smoothly as possible. Routine maintenance has been completed throughout the month, such as, but not limited to, Meter Reading, Meter Installs, Water Leaks, Locates, Bulk Trash Pickup, Work Orders, Facility Maintenance, Wastewater Samples, and Dam, Wastewater Treatment Plant and Hydro Plant Maintenance. Top accomplishments/project updates:

- Took down Christmas tree and decorations around town
- Completed Annual Dump Inspection
- Supported Morgan Corp and Ruby Collins with ongoing projects
- Fixed washout on Luther Burbank
- Clean ditches on Marina Dr, Hummingbird Cove, Snug Harbor, and Storm Ridge
- Trimmed tree canopies along Tryon Bay
- Placed 25 MPH speed limit signs on Seton and Washburn
- Completed almost 50 811 Locates
- Completed contract with Munoz Painting to paint and pressure wash 3 water houses
- Completed Annual report for Laura

Community Development – Director Williams reports another active month for community development. The department issued 39 permits for the month of January as compared to 31 permits in December and performed numerous follow-ups. This includes 19 Zoning, 8 Lake Structure, 4 Land Disturbance Permit, and 4 Vacation Rental Operators.

Top accomplishments/project updates:

- BOA reviewed, and approved, 4 variance requests of which two had conditions imposed.
- LSAB reviewed, and approved, 1 variance request for a shoreline projection measurement adjustment on the basis that it was a pre-existing impact.
- Tillman Construction (for AT&T) now has all Town permits submitted and Community Development has approved them. They are in process of obtaining their building permit from the County. The tenant lease agreement was signed and the tower is on track to be erected and in service in May!

Fire / Emergency Management –It was still a busy month in January. The department responded to **28** fire/medical/rescue calls throughout the month. Firefighters completed **321** Hours of Training this month. Partial list of accomplishments:

- Lake Lure Fire Department hosted AEMT Training Update taught by RCEMS
- Monthly Fireboat Maintenance.
- Medical Bag checks and Medicine date checks
- Inspected all AED's in town

Police – Traffic has slowed down significantly around town. Officers are using this time to begin their training on the 2024 In Service Classes which they can take online.

Top accomplishments:

- All staff have now completed all firearms training which was performed partially in Rutherfordton, while some were able to use our shooting range here in Lake Lure. This now completes the yearly training in weapons and all mandated state training.
- Chief Humphries and Superintendent James Ledgerwood of Chimney Rock State Park attended the Region C Award function wherein they both received the **Region C Award** for their acts of valor and compassion in helping a person attempting suicide from Chimney Rock. The individual was taken to a care center where she received treatment and continues communicating with Chief Humphries.
- We are blessed to have receive a donation from the Lake Lure Mahjongg Mavens, who donated funds to purchase gear for our department. We have already purchased items with their gracious donation. In many of the recent school shootings, the shooters locked and sometimes chained the door behind them after entering the school to carry out their evil plans. The barricading of doors are used to slow down law enforcements entry into the school. Chief Humphries recently attended a Chiefs conference in which the Chief of the department that responded to the Parkland School shooting in Florida said all officers need to have breaching equipment in their vehicles. This group's donation allowed us to equip two officers with these much needed tools.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department.

1. Boat permit sales 2. Budget planning 3. Worked on updates to Boater's Guide 4. Worked on updating BCP trail map 5. Began planning marina maintenance (pressure washing, etc.) 6. Water fountain repair/replacement 7. Dittmer-Watts Nature Trails trail boss walked the trails and reported issues – 1 volunteer; 3 volunteer hours 8. Buffalo Creek Park trail boss walked the trail and reported issues – 1 volunteer; 4 volunteer hours 9. Weed Patch Mountain trail boss walked trail and reported issues – 1 volunteer; 7 volunteer hours 10. Volunteers reported many fallen trees on the Weed Patch Mountain Trail and a few of them on 1/12 an 1/14 – 3 volunteers; 36 volunteer hours 11. Organized a workday on the Weed Patch Mountain trail on 1/18 to clear numerous trees from the trail – 2 Volunteers and 2 staff; 16 volunteer hours 12. Dittmer-Watts trail boss cleared downed trees from the trail on 1/30 – 3 volunteers; 6 volunteer hours 13.

Planned upcoming trail maintenance days and recruited volunteers to help 14. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage 15. Utilized volunteers to collect water samples – 3 volunteers; 13 volunteer hours 2

Three notable projects/activities updates:

- Utilized a total of **85 volunteer hours, valued at \$1,700**
- Began selling 2024 boat permits
- Began planning marina maintenance

Finance – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. Revenues continue to track as projected and departments also continue to efficiently use resources in regards to individual line items in the departmental budgets

- The Town continued to sustain its strong financial position with an unreconciled bank balance of approximately **\$9,900,000** for all funds other than special revenue funds (the Dam Fund). Regarding the Dam fund, the first draw was made from the reserve and capital projects fund to remit payment for the drain valve project. After this past month's payment, the fund still holds a balance of approximately \$ **14,300,000** including *accumulated interest of \$435,020*.
- FY 23 audit procedures continue and comparable amount of detail and review as in prior years is continuing.
- The department is processing and submitting many of the required biannual and annual reports and forms to various state regulatory agencies and funding sources.
- Efforts are continuing to analyze potential cost savings with vendors and possible changes and even termination of long standing service agreements or services deemed no longer necessary or outdated. An example is agreements with ATT regarding outdated telecommunication services.

Communications – Communications Director Krejci continues her community outreach along with progress in all areas. There were 42 news articles published on the town's website and were sent to 2,069 by hyperlink. There were 11,000 website users in January 2024 compared to 10,331 website users in January of 2023. The Town of Lake Lure has 20,748 followers on Facebook as of January 2024, representing an 7% increase (+1,439) over January of 2023. Lake Lure continues to wait for the State Dam Safety Office to provide it with a grant contract for Initial Field Investigations. The amount of the grant award is \$425,921. Top Highlights:

- Workforce Housing Site Visit and Action Plan
- Dogwood Health Trust Grant Submission
- Coordination of Recognition of Mary Karr

Manager / Clerk / Admin Summary

January was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. In addition, the installation of the Dam valves continues to be underway and making progress.

Highlights:

- Council addressed the results of the Fire Department Space Needs Study and recommended the future site of the new Fire Department to be located on Town property on Hwy 9 across the highway from Ingle's Shopping Center.
- Presented, discussed, and received feedback from the Town Council on the draft lease for 2654 Memorial Highway ("Old ABC Store").
- Met with Paul Brock and Wade Oppliger on discussions and revisions for the lease of 2654 Memorial Highway on Tuesday, January 30th. Mr. Brock is working on a response with discussed revisions and quotes on related items associated with this lease.
- Council met with John Metcalf of the Policy Group for discussion on the upcoming status of the General Assembly Short Session. During this meeting, additional funding request opportunities were discussed involving the needs of the Lake Lure Fire Department.
- Held Annual planning retreat with Council.
- Reviewed issues surrounding the Town's ability to continue with this year's drawdown work done by Ruby Collins. Current work on the dam drain valve, is not compatible with the work being done for the sewer system because of the Town's need to regulate water flows through the tainter gates necessary for the Morgan Corporation (Dam Contractor) to continue on critical work. This year's remaining sewer work for Amendment 2 is being suspended.
- Reviewed scope with McGill and associates for the master planning of the Green Space. The scope (as of the February Parks and Rec Meeting) was reviewed by the Parks and Rec Committee. The next steps are to execute an agreement with McGill and Associates and start work on the master planning of the Green Space property.

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
310000 TAXES					
310100 P & I - Taxes	0.00	1,057.37	10,000.00	8,942.63	11 %
Account Group Total:	0.00	1,057.37	10,000.00	8,942.63	11 %
311000 Ad Valorem Taxes-2000					
311190 AD VALOREM TAXES-2019	0.00	2,570.57	0.00	-2,570.57	** %
311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
311213 Ad Valorem Taxes-2023	0.00	1,454,424.18	0.00	-1,454,424.18	** %
311214 Ad Valorem Taxes DV5-dam capital	0.00	803,726.01	0.00	-803,726.01	** %
311220 AD VALOREM TAX 2022-	0.00	0.00	4,492,754.00	4,492,754.00	0 %
Account Group Total:	0.00	2,260,720.76	4,542,754.00	2,282,033.24	50 %
312000 Ad Valorem-Veh-2000					
312021 AD VALOREM VEH TAXES-2021	0.00	0.00	20,000.00	20,000.00	0 %
312022 Ad Valorem Vehicle Tax 2022	0.00	0.00	93,850.00	93,850.00	0 %
312024 ad valorem veh taxes dv5 2023	0.00	18,651.66	0.00	-18,651.66	** %
Account Group Total:	0.00	18,651.66	113,850.00	95,198.34	16 %
332000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgs	18.00	195.50	550.00	354.50	36 %
332400 Utlities Franchise Tax	0.00	65,026.15	201,195.00	136,168.85	32 %
332600 Powell Bill - Tax on Gas	0.00	37,661.55	76,600.00	38,938.45	49 %
332930 State Shared Sales Tax	0.00	771,289.68	1,760,000.00	988,710.32	44 %
332933 Solid Waste Disposal Tax	0.00	275.55	780.00	504.45	35 %
332942 Video Programming Tax	0.00	0.00	15,975.00	15,975.00	0 %
332991 NC DEQ Dredging Grant	0.00	0.00	800,000.00	800,000.00	0 %
Account Group Total:	18.00	874,448.43	2,860,050.00	1,985,601.57	31 %
347000 LAND USE FEES					
347100 Zoning Permits	8,540.00	56,870.00	40,000.00	-16,870.00	142 %
347200 Land Disturbance Permit	910.00	1,710.00	6,600.00	4,890.00	26 %
347300 Sign Permit	120.00	120.00	500.00	380.00	24 %
347450 Subdivision Fees	250.00	250.00	0.00	-250.00	** %
347550 Vacation Rental Fees	600.00	3,300.00	10,000.00	6,700.00	33 %
347600 Lake Structure Permit/LSA	800.00	-740.00	9,255.00	9,995.00	-8 %
347800 Fire Inspection	0.00	40.00	50.00	10.00	80 %
347900 Fines/Penalties - Land Use	1,000.00	4,000.00	850.00	-3,150.00	471 %
Account Group Total:	12,220.00	65,550.00	67,255.00	1,705.00	97 %
361000 LAKE					
361201 Lake Lure Tours	0.00	93,107.20	60,000.00	-33,107.20	155 %
361202 Lake Fines	16.00	8,366.00	300.00	-8,066.00	*** %
361203 Lake Comm License Fees	30,700.00	44,190.00	15,000.00	-29,190.00	295 %
361204 Boat Permits	45,325.00	127,552.74	675,000.00	547,447.26	19 %
361205 RBR CONCESSIONS	0.00	2,821.73	25,000.00	22,178.27	11 %
361207 Cluster Mooring Fees	11,360.00	11,360.00	24,000.00	12,640.00	47 %
Account Group Total:	87,401.00	287,397.67	799,300.00	511,902.33	36 %
363000 BEACH					
363801 Beach-Admission Fee-Adult	0.00	53,799.76	65,000.00	11,200.24	83 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 24

10 GENERAL FUND

Account	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
363804 Beach-Concessions	0.00	4,035.01	10,000.00	5,964.99	40 %
Account Group Total:	0.00	57,834.77	75,000.00	17,165.23	77 %
364000 MARINA					
364902 Marina-Open Slip Rental	111,400.00	145,950.00	310,000.00	164,050.00	47 %
364905 Marina-Concessions	0.00	13,493.13	18,500.00	5,006.87	73 %
364908 Marina-Rentals	0.00	29,167.43	50,000.00	20,832.57	58 %
Account Group Total:	111,400.00	188,610.56	378,500.00	189,889.44	50 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	3,152.39	4,000.00	847.61	79 %
383200 Beer and Wine Permits	0.00	0.00	1,000.00	1,000.00	0 %
383321 Fire-Rural Fire Protection	0.00	4,468.42	8,592.00	4,123.58	52 %
383430 Community Center Rental	0.00	-1,550.00	250.00	1,800.00	*** %
383440 Pavilion/Gazebo Rental	950.00	5,800.00	3,500.00	-2,300.00	166 %
383450 Meadows Rental	0.00	1,320.00	250.00	-1,070.00	528 %
383460 Water Tank Rental	0.00	1,060.90	0.00	-1,060.90	** %
383500 Sale of Assets	0.00	10,581.00	3,500.00	-7,081.00	302 %
383600 Golf Cart Permit	20.00	80.00	200.00	120.00	40 %
383700 LLABC-Distribution for Law Enforcement	0.00	500.00	750.00	250.00	67 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00	1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	1,000.00	1,402.00	20,000.00	18,598.00	7 %
383900 Misc Revenue	462.20	9,142.93	1,200.00	-7,942.93	762 %
383903 Town Promotional Materials	0.00	14.00	500.00	486.00	3 %
383910 Copies	0.00	26.00	500.00	474.00	5 %
383930 Recycling Collections	0.00	16,787.46	15,250.00	-1,537.46	110 %
Account Group Total:	2,432.20	52,785.10	60,742.00	7,956.90	87 %
398000 TRANSFERS					
398502 Installment Agreement Proceeds	0.00	0.00	385,000.00	385,000.00	0 %
398604 Transfer from Fund Balance	0.00	0.00	219,014.00	219,014.00	0 %
Account Group Total:	0.00	0.00	604,014.00	604,014.00	0 %
Fund Total:	213,471.20	3,807,056.32	9,511,465.00	5,704,408.68	40 %

21 Capital Reserve Fund

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
398000 TRANSFERS					
398605 Transfer From General Fund	0.00	0.00	1,600,000.00	1,600,000.00	0 %
Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	0 %
Fund Total:	0.00	0.00	1,600,000.00	1,600,000.00	0 %

22 DAM Capital Projects Fund

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	56,905.01	0.00	-56,905.01	** %
Account Group Total:	0.00	56,905.01	0.00	-56,905.01	** %
Fund Total:	0.00	56,905.01	0.00	-56,905.01	** %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 24

53 WATER AND SEWER FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
371000					
371105 Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300 Charges for Water	27,510.86	210,921.85	330,000.00	119,078.15	64 %
371400 Charges for Sewer	104,393.98	728,699.30	1,275,000.00	546,300.70	57 %
371500 Taps and Connect-Water	1,155.00	4,620.00	5,000.00	380.00	92 %
371600 Taps and Connect-Sewer	0.00	2,310.00	5,000.00	2,690.00	46 %
371700 Transfer Fee-Water/Sewer	40.00	500.00	1,000.00	500.00	50 %
371800 W/S - Penalty and Interest	1,900.00	13,275.00	6,000.00	-7,275.00	221 %
371900 W/S - Misc	0.00	159.84	0.00	-159.84	** %
Account Group Total:	134,999.84	960,485.99	1,637,000.00	676,514.01	59 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	1,000.00	1,000.00	0 %
383460 Water Tank Rental	0.00	3,182.70	12,360.00	9,177.30	26 %
Account Group Total:	0.00	3,182.70	13,360.00	10,177.30	24 %
Fund Total:	134,999.84	963,668.69	1,650,360.00	686,691.31	58 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 24

56 ELECTRIC FUND

Account	Received		Estimated Revenue	Revenue	%
	Current Month	Received YTD		To Be Received	Received
372000					
372300 Charges for Utilities-Electric	0.00	132,928.56	300,000.00	167,071.44	44 %
Account Group Total:	0.00	132,928.56	300,000.00	167,071.44	44 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	0.00	150.00	150.00	0 %
Account Group Total:	0.00	0.00	150.00	150.00	0 %
Fund Total:	0.00	132,928.56	300,150.00	167,221.44	44 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 24

75 CHIMNEY ROCK WATER FUND

Account	Received		Estimated Revenue	Revenue	% Received
	Current Month	Received YTD		To Be Received	
371000					
371300 Charges for Water	6,536.97	50,943.54	0.00	-50,943.54	** %
371501 WATER TAPS - CHIMNEY ROCK	1,250.00	1,250.00	0.00	-1,250.00	** %
371800 W/S - Penalty and Interest	375.00	2,575.00	0.00	-2,575.00	** %
Account Group Total:	8,161.97	54,768.54	0.00	-54,768.54	** %
Fund Total:	8,161.97	54,768.54	0.00	-54,768.54	** %
Grand Total:	356,633.01	5,015,327.12	13,061,975.00	8,046,647.88	38 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000 COMMISSION							
411000 COMMISSION							
	102 Salaries-Part Time	1,100.00	7,700.00	13,200.00	13,200.00	5,500.00	58 %
	109 FICA	84.15	589.05	1,100.00	1,100.00	510.95	54 %
	214 Supplies-Dept	109.00	309.00	6,000.00	6,000.00	5,691.00	5 %
	215 Supplies-Materials	1,115.00	6,689.95	20,000.00	20,000.00	13,310.05	33 %
	310 Travel and Transportation	0.00	0.00	3,500.00	3,500.00	3,500.00	%
	Account Total:	2,408.15	15,288.00	43,800.00	43,800.00	28,512.00	35 %
	Account Group Total:	2,408.15	15,288.00	43,800.00	43,800.00	28,512.00	35 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
	100 SALARIES	36,606.17	257,241.64	498,000.00	498,000.00	240,758.36	52 %
	102 Salaries-Part Time	0.00	181.13	0.00	0.00	-181.13	%
	103 Professional Services	0.00	56,941.15	65,000.00	65,000.00	8,058.85	88 %
	109 FICA	2,758.43	19,558.77	38,500.00	38,500.00	18,941.23	51 %
	110 Retirement	6,951.51	45,611.08	91,000.00	91,000.00	45,388.92	50 %
	111 Group Insurance	3,970.50	26,198.44	67,000.00	67,000.00	40,801.56	39 %
	120 401 (K) Contribution	670.79	4,680.77	25,500.00	25,500.00	20,819.23	18 %
	180 Legal Services	2,529.76	19,062.46	55,000.00	55,000.00	35,937.54	35 %
	182 PROPERTY JUDGEMENT SETTLEMENT	0.00	26.00	0.00	0.00	-26.00	%
	190 Engineering Services	0.00	2,900.00	30,000.00	30,000.00	27,100.00	10 %
	214 Supplies-Dept	1,131.05	9,200.43	9,000.00	9,000.00	-200.43	102 %
	215 Supplies-Materials	0.00	295.27	3,000.00	3,000.00	2,704.73	10 %
	310 Travel and Transportation	529.26	1,317.50	9,500.00	9,500.00	8,182.50	14 %
	320 Postage	0.00	5,067.58	5,000.00	5,000.00	-67.58	101 %
	322 Printing	0.00	0.00	1,500.00	1,500.00	1,500.00	%
	324 Dues and Subscriptions	0.00	7,029.97	8,500.00	8,500.00	1,470.03	83 %
	330 Utilities	0.00	13,038.49	30,000.00	30,000.00	16,961.51	43 %
	350 Repairs and Maint-Buildings	539.95	9,419.94	50,000.00	50,000.00	40,580.06	19 %
	353 Repairs and Maint-Equipment	0.00	150.84	8,000.00	8,000.00	7,849.16	2 %
	370 Advertising	224.40	920.58	3,500.00	3,500.00	2,579.42	26 %
	614 Lobbyist	0.00	18,400.00	62,000.00	62,000.00	43,600.00	30 %
	687 Contractual - County Tax	0.00	14,372.00	18,000.00	18,000.00	3,628.00	80 %
	691 Contractual Services	4,869.00	131,815.85	120,000.00	120,000.00	-11,815.85	110 %
	Account Total:	60,780.82	643,429.89	1,198,000.00	1,198,000.00	554,570.11	54 %
	Account Group Total:	60,780.82	643,429.89	1,198,000.00	1,198,000.00	554,570.11	54 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
	109 FICA	20.02	142.76	0.00	0.00	-142.76	%
	111 Group Insurance	37.15	232.83	0.00	0.00	-232.83	%
	321 Telephone	1,157.38	16,579.77	27,000.00	27,000.00	10,420.23	61 %
	325 Internet Services	0.00	1,283.32	5,200.00	5,200.00	3,916.68	25 %
	380 IT Support Services	0.00	27,093.95	81,000.00	81,000.00	53,906.05	33 %
	527 TECH-Website Update	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	Account Total:	1,214.55	45,332.63	118,200.00	118,200.00	72,867.37	38 %
	Account Group Total:	1,214.55	45,332.63	118,200.00	118,200.00	72,867.37	38 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 24

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
431000 POLICE							
431000 POLICE							
100	SALARIES	51,431.08	344,161.05	573,000.00	573,000.00	228,838.95	60 %
101	OVERTIME	0.00	2,207.41	5,500.00	5,500.00	3,292.59	40 %
102	Salaries-Part Time	141.75	5,386.51	28,000.00	28,000.00	22,613.49	19 %
104	Separation Allowance-Law	1,460.16	10,221.12	20,500.00	20,500.00	10,278.88	50 %
109	FICA	3,935.59	27,086.60	49,500.00	49,500.00	22,413.40	55 %
110	Retirement	10,263.81	61,573.69	114,000.00	114,000.00	52,426.31	54 %
111	Group Insurance	6,608.76	41,794.36	103,700.00	103,700.00	61,905.64	40 %
112	Special Benefit Fund-Police	2,336.04	16,123.00	27,185.00	27,185.00	11,062.00	59 %
212	Supplies-Fuel	0.00	7,099.07	27,500.00	27,500.00	20,400.93	26 %
214	Supplies-Dept	21.04	6,398.12	11,000.00	11,000.00	4,601.88	58 %
215	Supplies-Materials	0.00	6,015.26	0.00	0.00	-6,015.26	%
217	Supplies-Uni forms	0.00	8,667.01	10,000.00	10,000.00	1,332.99	87 %
220	Alcohol & Drug Ed.	0.00	0.00	1,000.00	1,000.00	1,000.00	%
310	Travel and Transportation	190.00	810.96	3,000.00	3,000.00	2,189.04	27 %
324	Dues and Subscriptions	126.00	548.00	6,300.00	6,300.00	5,752.00	9 %
333	Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	%
350	Repairs and Maint-Buildings	187.67	187.67	0.00	0.00	-187.67	%
353	Repairs and Maint-Equipment	0.00	2,314.11	4,000.00	4,000.00	1,685.89	58 %
354	Repairs and Maint-Vehicles	1,239.48	7,409.19	25,000.00	25,000.00	17,590.81	30 %
490	Miscellaneous	0.00	265.00	1,000.00	1,000.00	735.00	27 %
524	Computers	0.00	0.00	10,000.00	10,000.00	10,000.00	%
691	Contractual Services	52.00	17,870.18	20,050.00	20,050.00	2,179.82	89 %
	Account Total:	77,993.38	566,138.31	1,040,735.00	1,040,735.00	474,596.69	54 %
	Account Group Total:	77,993.38	566,138.31	1,040,735.00	1,040,735.00	474,596.69	54 %
434000 FIRE							
434000 FIRE							
100	SALARIES	31,753.01	223,051.49	449,000.00	449,000.00	225,948.51	50 %
101	OVERTIME	0.00	0.00	25,000.00	25,000.00	25,000.00	%
102	Salaries-Part Time	6,139.05	25,308.93	37,300.00	37,300.00	11,991.07	68 %
109	FICA	2,821.22	18,430.38	38,800.00	38,800.00	20,369.62	48 %
110	Retirement	7,088.02	42,679.52	82,700.00	82,700.00	40,020.48	52 %
111	Group Insurance	5,313.60	31,878.11	83,900.00	83,900.00	52,021.89	38 %
120	401 (K) Contribution	1,555.95	9,140.89	23,405.00	23,405.00	14,264.11	39 %
212	Supplies-Fuel	0.00	7,144.18	20,000.00	20,000.00	12,855.82	36 %
214	Supplies-Dept	39.93	3,518.99	4,000.00	4,000.00	481.01	88 %
215	Supplies-Materials	1,896.57	11,734.05	10,000.00	10,000.00	-1,734.05	117 %
217	Supplies-Uni forms	0.00	2,477.34	6,000.00	6,000.00	3,522.66	41 %
218	Supplies-Equipment	0.00	1,817.80	21,000.00	21,000.00	19,182.20	9 %
310	Travel and Transportation	0.00	0.00	6,000.00	6,000.00	6,000.00	%
324	Dues and Subscriptions	750.00	915.00	9,500.00	9,500.00	8,585.00	10 %
330	Utilities	1,353.96	4,882.24	12,000.00	12,000.00	7,117.76	41 %
351	Repairs and Maint-Grounds	0.00	0.00	6,000.00	6,000.00	6,000.00	%
353	Repairs and Maint-Equipment	5,429.70	11,233.88	16,000.00	16,000.00	4,766.12	70 %
354	Repairs and Maint-Vehicles	6,042.16	33,529.35	21,000.00	21,000.00	-12,529.35	160 %
490	Miscellaneous	0.00	345.72	4,000.00	4,000.00	3,654.28	9 %
514	Protective Clothing	0.00	134.74	16,000.00	16,000.00	15,865.26	1 %
553	RADIO REPLACEMENT	0.00	0.00	10,000.00	10,000.00	10,000.00	%
693	Field Volunteer Fire Dept	0.00	67,000.00	67,000.00	67,000.00	0.00	100 %

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10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
694	Chimney Rock Volunteer Fire	0.00	35,000.00	35,000.00	35,000.00	0.00	100 %
695	Bills Creek Volunteer Fire	0.00	42,800.00	42,800.00	42,800.00	0.00	100 %
	Account Total :	70,183.17	573,022.61	1,046,405.00	1,046,405.00	473,382.39	55 %
	Account Group Total :	70,183.17	573,022.61	1,046,405.00	1,046,405.00	473,382.39	55 %
451000	PUBLIC WORKS-STREETS						
451000	PUBLIC WORKS-STREETS						
100	SALARIES	16,190.18	116,629.35	295,000.00	295,000.00	178,370.65	40 %
101	OVERTIME	0.00	0.00	16,000.00	16,000.00	16,000.00	%
109	FICA	1,226.61	8,922.04	26,000.00	26,000.00	17,077.96	34 %
110	Retirement	3,074.51	19,830.85	60,000.00	60,000.00	40,169.15	33 %
111	Group Insurance	2,640.15	17,596.45	65,000.00	65,000.00	47,403.55	27 %
120	401 (K) Contribution	635.93	4,382.09	22,000.00	22,000.00	17,617.91	20 %
211	Supplies-Automotive	66.93	10,003.37	25,000.00	25,000.00	14,996.63	40 %
212	Supplies-Fuel	0.00	153.13	0.00	0.00	-153.13	%
214	Supplies-Dept	0.00	928.82	1,200.00	1,200.00	271.18	77 %
215	Supplies-Materials	9,057.78	20,054.54	35,000.00	35,000.00	14,945.46	57 %
217	Supplies-Uni Forms	0.00	7,051.90	8,000.00	8,000.00	948.10	88 %
310	Travel and Transportation	0.00	220.00	2,000.00	2,000.00	1,780.00	11 %
330	Utilities	0.00	1,266.31	0.00	0.00	-1,266.31	%
331	Utilities-Street Lights	0.00	6,406.60	15,000.00	15,000.00	8,593.40	43 %
334	Utilities-Buildings	0.00	4,382.37	15,000.00	15,000.00	10,617.63	29 %
350	Repairs and Maint-Buildings	0.00	4,889.40	30,000.00	30,000.00	25,110.60	16 %
351	Repairs and Maint-Grounds	0.00	8,793.46	12,000.00	12,000.00	3,206.54	73 %
353	Repairs and Maint-Equipment	702.55	20,058.79	30,000.00	30,000.00	9,941.21	67 %
354	Repairs and Maint-Vehicles	0.00	7,019.82	20,000.00	20,000.00	12,980.18	35 %
691	Contractual Services	5,200.00	7,850.00	20,000.00	20,000.00	12,150.00	39 %
	Account Total :	38,794.64	266,439.29	697,200.00	697,200.00	430,760.71	38 %
	Account Group Total :	38,794.64	266,439.29	697,200.00	697,200.00	430,760.71	38 %
472000	SANITATION						
472000	SANITATION						
691	Contractual Services	14,915.00	89,490.00	180,000.00	180,000.00	90,510.00	50 %
692	Contractual Services-Recycling	1,552.00	9,288.00	15,000.00	15,000.00	5,712.00	62 %
696	Tipping Fees	3,189.19	18,697.49	40,000.00	40,000.00	21,302.51	47 %
	Account Total :	19,656.19	117,475.49	235,000.00	235,000.00	117,524.51	50 %
	Account Group Total :	19,656.19	117,475.49	235,000.00	235,000.00	117,524.51	50 %
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
351	Repairs and Maint-Grounds	0.00	0.00	10,000.00	10,000.00	10,000.00	%
352	Repairs and Maint-Dam	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Total :	0.00	0.00	25,000.00	25,000.00	25,000.00	%
	Account Group Total :	0.00	0.00	25,000.00	25,000.00	25,000.00	%
492000	ECONOMIC DEVELOPMENT						

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10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	4,344.34	29,508.99	67,500.00	67,500.00	37,991.01	44 %
109	FICA	332.12	2,237.56	5,125.00	5,125.00	2,887.44	44 %
110	Retirement	824.99	5,201.44	12,200.00	12,200.00	6,998.56	43 %
111	Group Insurance	664.20	4,281.32	10,450.00	10,450.00	6,168.68	41 %
120	401 (K) Contribution	217.22	1,450.45	3,525.00	3,525.00	2,074.55	41 %
214	Supplies-Dept	0.00	58.69	0.00	0.00	-58.69	%
585	Community Branding	70.00	12,316.43	20,000.00	20,000.00	7,683.57	62 %
	Account Total :	6,452.87	55,054.88	118,800.00	118,800.00	63,745.12	46 %
	Account Group Total :	6,452.87	55,054.88	118,800.00	118,800.00	63,745.12	46 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	20,898.49	146,381.02	299,000.00	299,000.00	152,618.98	49 %
109	FICA	1,548.39	10,828.88	23,000.00	23,000.00	12,171.12	47 %
110	Retirement	3,898.79	25,661.18	54,000.00	54,000.00	28,338.82	48 %
111	Group Insurance	2,609.46	16,703.74	42,300.00	42,300.00	25,596.26	39 %
120	401 (K) Contribution	263.78	1,846.46	15,000.00	15,000.00	13,153.54	12 %
180	Legal Services	482.24	2,447.54	25,000.00	25,000.00	22,552.46	10 %
212	Supplies-Fuel	118.46	468.63	1,000.00	1,000.00	531.37	47 %
214	Supplies-Dept	12.09	195.46	6,000.00	6,000.00	5,804.54	3 %
215	Supplies-Materials	0.00	1,176.32	0.00	0.00	-1,176.32	%
310	Travel and Transportation	0.00	700.49	5,000.00	5,000.00	4,299.51	14 %
324	Dues and Subscriptions	0.00	60.00	2,000.00	2,000.00	1,940.00	3 %
370	Advertising	0.00	0.00	2,000.00	2,000.00	2,000.00	%
410	RENTS	0.00	6,000.00	20,000.00	20,000.00	14,000.00	30 %
515	In-stream Sedimentation Study	0.00	251.94	0.00	0.00	-251.94	%
691	Contractual Services	0.00	7,778.71	19,000.00	19,000.00	11,221.29	41 %
	Account Total :	29,831.70	220,500.37	513,300.00	513,300.00	292,799.63	43 %
	Account Group Total :	29,831.70	220,500.37	513,300.00	513,300.00	292,799.63	43 %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	23,181.57	165,639.92	299,000.00	299,000.00	133,360.08	55 %
102	Salaries-Part Time	0.00	929.25	0.00	0.00	-929.25	%
109	FICA	1,680.23	12,118.81	24,000.00	24,000.00	11,881.19	50 %
110	Retirement	4,454.84	29,504.39	55,000.00	55,000.00	25,495.61	54 %
111	Group Insurance	3,985.20	25,454.76	62,700.00	62,700.00	37,245.24	41 %
120	401 (K) Contribution	1,156.78	8,120.91	15,000.00	15,000.00	6,879.09	54 %
212	Supplies-Fuel	0.00	9,572.32	15,000.00	15,000.00	5,427.68	64 %
213	Supplies-Boat Fuel & Supplies	581.90	581.90	12,000.00	12,000.00	11,418.10	5 %
214	Supplies-Dept	0.00	4,991.40	5,000.00	5,000.00	8.60	100 %
215	Supplies-Materials	0.00	12,063.63	25,000.00	25,000.00	12,936.37	48 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	%
217	Supplies-Uni forms	0.00	339.90	1,500.00	1,500.00	1,160.10	23 %
219	Boat and Fishing Permits	0.00	0.00	6,500.00	6,500.00	6,500.00	%
310	Travel and Transportation	0.00	269.97	3,000.00	3,000.00	2,730.03	9 %
330	Utilities	0.00	603.38	6,700.00	6,700.00	6,096.62	9 %
335	Flowering Bridge Lighting	0.00	794.01	3,500.00	3,500.00	2,705.99	23 %
350	Repairs and Maint-Buildings	0.00	712.68	0.00	0.00	-712.68	%
351	Repairs and Maint-Grounds	0.00	5,309.72	85,000.00	85,000.00	79,690.28	6 %

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10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
353	Repairs and Maint-Equipment	0.00	55,034.13	14,000.00	14,000.00	-41,034.13	393 %
508	Rewrite Zoning & Land Dev.	0.00	0.00	40,500.00	40,500.00	40,500.00	%
691	Contractual Services	5,851.88	11,618.29	40,500.00	40,500.00	28,881.71	29 %
	Account Total :	40,892.40	343,659.37	721,900.00	721,900.00	378,240.63	48 %
	Account Group Total :	40,892.40	343,659.37	721,900.00	721,900.00	378,240.63	48 %
615000 BEACH & MARINA							
615000 BEACH & MARINA							
214	Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
350	Repairs and Maint-Buildings	0.00	435.75	4,000.00	4,000.00	3,564.25	11 %
351	Repairs and Maint-Grounds	917.72	5,307.16	10,200.00	10,200.00	4,892.84	52 %
353	Repairs and Maint-Equipment	0.00	0.00	1,300.00	1,300.00	1,300.00	%
	Account Total :	917.72	5,742.91	17,500.00	17,500.00	11,757.09	33 %
	Account Group Total :	917.72	5,742.91	17,500.00	17,500.00	11,757.09	33 %
713000 WATER							
713000 WATER							
353	Repairs and Maint-Equipment	7,175.00	7,175.00	0.00	0.00	-7,175.00	%
	Account Total :	7,175.00	7,175.00	0.00	0.00	-7,175.00	%
	Account Group Total :	7,175.00	7,175.00	0.00	0.00	-7,175.00	%
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
504	VEHICLES	0.00	58,459.98	60,000.00	60,000.00	1,540.02	97 %
505	HYDRO-Emergency Small	16,150.00	16,281.74	0.00	0.00	-16,281.74	%
506	HVAC System/Police	0.00	3,720.67	0.00	0.00	-3,720.67	%
513	FIRE-SCBA APPARATUS	0.00	0.00	20,000.00	20,000.00	20,000.00	%
516	PUBLIC SERVICES BLDG	0.00	0.00	70,000.00	70,000.00	70,000.00	%
530	P&R-Mower	35,926.60	35,926.60	115,000.00	115,000.00	79,073.40	31 %
541	POLICE-Vehicles	0.00	0.00	120,000.00	120,000.00	120,000.00	%
550	Other Equipment	4,810.00	4,810.00	6,000.00	6,000.00	1,190.00	80 %
557	FIREFLY COVE SYSTEM	18,567.17	18,567.17	0.00	0.00	-18,567.17	%
592	PW-Street Paving	0.00	27,950.00	175,000.00	175,000.00	147,050.00	16 %
691	Contractual Services	0.00	7,500.00	0.00	0.00	-7,500.00	%
697	Dredging & Debris Removal	0.00	400.00	1,000,000.00	1,000,000.00	999,600.00	%
	Account Total :	75,453.77	173,616.16	1,566,000.00	1,566,000.00	1,392,383.84	11 %
	Account Group Total :	75,453.77	173,616.16	1,566,000.00	1,566,000.00	1,392,383.84	11 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
504	VEHICLES	0.00	5,966.84	44,500.00	44,500.00	38,533.16	13 %
541	POLICE-Vehicles	0.00	6,147.52	17,225.00	17,225.00	11,077.48	36 %
544	Work Truck	0.00	0.00	15,000.00	15,000.00	15,000.00	%
550	Other Equipment	0.00	8,650.80	144,500.00	144,500.00	135,849.20	6 %
561	Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	%
573	Barge/Excavator	0.00	43,077.88	0.00	0.00	-43,077.88	%
720	Bond Interest	0.00	1,631.96	58,500.00	58,500.00	56,868.04	3 %
	Account Total :	0.00	65,475.00	381,625.00	381,625.00	316,150.00	17 %
	Account Group Total :	0.00	65,475.00	381,625.00	381,625.00	316,150.00	17 %

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10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
920000	Non-Governmental						
920000	Non-Governmental						
	130 Unemployment	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	450 Insurance	3,613.00	202,782.02	180,000.00	180,000.00	-22,782.02	113 %
	751 Bank Fees	0.00	10.35	3,000.00	3,000.00	2,989.65	%
	Account Total :	3,613.00	202,792.37	188,000.00	188,000.00	-14,792.37	108 %
	Account Group Total :	3,613.00	202,792.37	188,000.00	188,000.00	-14,792.37	108 %
980000	TRANSFERS						
980000	TRANSFERS						
	967 Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total :	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total :	435,367.36	3,301,142.28	9,511,465.00	9,511,465.00	6,210,322.72	35 %

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21 Capital Reserve Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
	180 Legal Services	0.00	1,050.00	0.00	0.00	-1,050.00	%
	Account Total:	0.00	1,050.00	0.00	0.00	-1,050.00	%
	Account Group Total:	0.00	1,050.00	0.00	0.00	-1,050.00	%
713000	WATER						
713000	WATER						
	190 Engineering Services	0.00	7,085.00	0.00	0.00	-7,085.00	%
	Account Total:	0.00	7,085.00	0.00	0.00	-7,085.00	%
	Account Group Total:	0.00	7,085.00	0.00	0.00	-7,085.00	%
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total:	0.00	8,135.00	1,600,000.00	1,600,000.00	1,591,865.00	1 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 24

22 DAM Capital Projects Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
	190 Engineering Services	0.00	36,931.44	0.00	0.00	-36,931.44	%
	691 Contractual Services	0.00	1,096,200.00	0.00	0.00	-1,096,200.00	%
	Account Total:	0.00	1,133,131.44	0.00	0.00	-1,133,131.44	%
	Account Group Total:	0.00	1,133,131.44	0.00	0.00	-1,133,131.44	%
713000	WATER						
713000	WATER						
	691 Contractual Services	0.00	592,296.50	0.00	0.00	-592,296.50	%
	Account Total:	0.00	592,296.50	0.00	0.00	-592,296.50	%
	Account Group Total:	0.00	592,296.50	0.00	0.00	-592,296.50	%
720000	ELECTRIC OPERATIONS						
720000	ELECTRIC OPERATIONS						
	691 Contractual Services	0.00	1,300.00	0.00	0.00	-1,300.00	%
	Account Total:	0.00	1,300.00	0.00	0.00	-1,300.00	%
	Account Group Total:	0.00	1,300.00	0.00	0.00	-1,300.00	%
	Fund Total:	0.00	1,726,727.94	0.00	0.00	-1,726,727.94	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 24

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
100	SALARIES	0.00	0.00	150,000.00	150,000.00	150,000.00	%
109	FICA	0.00	0.00	11,200.00	11,200.00	11,200.00	%
110	Retirement	0.00	0.00	24,000.00	24,000.00	24,000.00	%
111	Group Insurance	0.00	0.00	20,000.00	20,000.00	20,000.00	%
120	401 (K) Contribution	0.00	0.00	7,500.00	7,500.00	7,500.00	%
214	Supplies-Dept	0.00	2,054.42	15,000.00	15,000.00	12,945.58	14 %
310	Travel and Transportation	185.00	265.00	4,000.00	4,000.00	3,735.00	7 %
324	Dues and Subscriptions	0.00	2,050.00	2,000.00	2,000.00	-50.00	103 %
330	Utilities	0.00	8,169.73	15,000.00	15,000.00	6,830.27	54 %
350	Repairs and Maint-Buildings	1,200.00	17,172.57	20,000.00	20,000.00	2,827.43	86 %
353	Repairs and Maint-Equipment	0.00	27,017.70	60,000.00	60,000.00	32,982.30	45 %
358	Repairs and Maint-Lines	0.00	105.00	18,000.00	18,000.00	17,895.00	1 %
430	Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
691	Contractual Services	0.00	5,778.71	24,000.00	24,000.00	18,221.29	24 %
	Account Total:	1,385.00	62,613.13	371,200.00	371,200.00	308,586.87	17 %
	Account Group Total:	1,385.00	62,613.13	371,200.00	371,200.00	308,586.87	17 %
714000 SEWER							
714000 SEWER							
103	Professional Services	0.00	0.00	3,000.00	3,000.00	3,000.00	%
212	Supplies-Fuel	0.00	39.79	0.00	0.00	-39.79	%
214	Supplies-Dept	0.00	65.99	800.00	800.00	734.01	8 %
215	Supplies-Materials	0.00	51,545.41	180,000.00	180,000.00	128,454.59	29 %
310	Travel and Transportation	0.00	270.00	6,000.00	6,000.00	5,730.00	5 %
320	Postage	0.00	311.10	4,000.00	4,000.00	3,688.90	8 %
330	Utilities	0.00	3,563.50	16,000.00	16,000.00	12,436.50	22 %
350	Repairs and Maint-Buildings	0.00	10,615.00	25,000.00	25,000.00	14,385.00	42 %
353	Repairs and Maint-Equipment	0.00	31,684.39	45,000.00	45,000.00	13,315.61	70 %
355	Repairs and Maint-Collection	0.00	35,146.88	25,000.00	25,000.00	-10,146.88	141 %
358	Repairs and Maint-Lines	0.00	0.00	15,000.00	15,000.00	15,000.00	%
690	Contractual Services-Sludge	0.00	112,898.74	160,000.00	160,000.00	47,101.26	71 %
691	Contractual Services	250.00	47,082.17	79,000.00	79,000.00	31,917.83	60 %
699	Contractual Services-WWTP	0.00	22,045.00	40,000.00	40,000.00	17,955.00	55 %
	Account Total:	250.00	315,267.97	598,800.00	598,800.00	283,532.03	53 %
	Account Group Total:	250.00	315,267.97	598,800.00	598,800.00	283,532.03	53 %
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
330	Utilities	0.00	250.62	0.00	0.00	-250.62	%
	Account Total:	0.00	250.62	0.00	0.00	-250.62	%
	Account Group Total:	0.00	250.62	0.00	0.00	-250.62	%
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
356	Repairs and Maint-Pumps and	0.00	0.00	90,000.00	90,000.00	90,000.00	%
505	HYDRO-Emergency Small	0.00	0.00	12,000.00	12,000.00	12,000.00	%
523	PW-Pickup Truck Replacement	0.00	0.00	48,000.00	48,000.00	48,000.00	%
541	POLICE-Vehicles	0.00	7,435.75	0.00	0.00	-7,435.75	%
544	Work Truck	0.00	0.00	75,000.00	75,000.00	75,000.00	%

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53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
547	CAMERAS/CAMERAS	0.00	0.00	95,000.00	95,000.00	95,000.00	%
557	FIREFLY COVE SYSTEM	26,429.00	133,773.00	0.00	0.00	-133,773.00	%
	Account Total:	26,429.00	141,208.75	320,000.00	320,000.00	178,791.25	44 %
	Account Group Total:	26,429.00	141,208.75	320,000.00	320,000.00	178,791.25	44 %
820000	BONUSES (PERFORMANCE & LONGEVITY						
820000	BONUSES (PERFORMANCE & LONGEVITY						
100	SALARIES	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	Account Group Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	%
910000	DEBT SERVICE						
910000	DEBT SERVICE						
611	SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	%
612	Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
	Account Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
	Account Group Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
980000	TRANSFERS						
980000	TRANSFERS						
958	Transfer to Fund Balance	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Account Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Account Group Total:	0.00	0.00	225,415.00	225,415.00	225,415.00	%
	Fund Total:	28,064.00	519,340.47	1,650,360.00	1,650,360.00	1,131,019.53	31 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
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56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100	SALARIES	18,468.94	133,359.90	62,000.00	62,000.00	-71,359.90	215 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	1,332.88	9,679.43	4,800.00	4,800.00	-4,879.43	202 %
110	Retirement	3,507.24	23,118.77	12,090.00	12,090.00	-11,028.77	191 %
111	Group Insurance	1,992.60	12,662.20	10,000.00	10,000.00	-2,662.20	127 %
120	401 (K) Contribution	635.96	4,439.72	4,500.00	4,500.00	60.28	99 %
212	Supplies-Fuel	0.00	1,389.07	6,000.00	6,000.00	4,610.93	23 %
214	Supplies-Dept	0.00	0.00	6,200.00	6,200.00	6,200.00	%
321	Telephone	0.00	-40.67	3,000.00	3,000.00	3,040.67	-1 %
330	Utilities	0.00	1,516.54	6,000.00	6,000.00	4,483.46	25 %
350	Repairs and Maint-Buildings	0.00	180.00	25,000.00	25,000.00	24,820.00	1 %
352	Repairs and Maint-Dam	0.00	2,419.00	0.00	0.00	-2,419.00	%
353	Repairs and Maint-Equipment	0.00	3,895.85	40,000.00	40,000.00	36,104.15	10 %
691	Contractual Services	0.00	0.00	42,000.00	42,000.00	42,000.00	%
967	Transfer to Capital Reserve	0.00	0.00	38,560.00	38,560.00	38,560.00	%
	Account Total:	25,937.62	192,619.81	300,150.00	300,150.00	107,530.19	64 %
	Account Group Total:	25,937.62	192,619.81	300,150.00	300,150.00	107,530.19	64 %
	Fund Total:	25,937.62	192,619.81	300,150.00	300,150.00	107,530.19	64 %

TOWN OF LAKE LURE
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58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
714000	SEWER						
714000	SEWER						
	691 Contractual Services	0.00	14,095.00	0.00	0.00	-14,095.00	%
	Account Total:	0.00	14,095.00	0.00	0.00	-14,095.00	%
	Account Group Total:	0.00	14,095.00	0.00	0.00	-14,095.00	%
	Fund Total:	0.00	14,095.00	0.00	0.00	-14,095.00	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
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75 CHIMNEY ROCK WATER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
	214 Supplies-Dept	0.00	700.00	0.00	0.00	-700.00	%
	968 Payments to Chimney Rock Water	5,979.02	45,727.58	0.00	0.00	-45,727.58	%
	Account Total:	5,979.02	46,427.58	0.00	0.00	-46,427.58	%
	Account Group Total:	5,979.02	46,427.58	0.00	0.00	-46,427.58	%
	Fund Total:	5,979.02	46,427.58	0.00	0.00	-46,427.58	%
	Grand Total:	495,348.00	0.00	5,808,488.08	13,061,975.00	7,253,486.92	44 %

V
COUNCIL LIAISON
REPORTS AND
COMMENTS

VI

PUBLIC COMMENT

The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the Town Clerk, ostewman@townoflakelure.com, at least one hour prior to the meeting.

VII

CONSENT AGENDA

- A. Approval of the January 8, 2024 Special Town Council Planning Retreat, the January 16, 2024 Special Town Council Meeting Minutes and the January 24, 2024 Town Council Work Session and Action Meeting Minutes**

- B. Approval of Maintenance Agreement of Electric Vehicle Chargers with NovaCHARGE**



MINUTES OF THE PLANNING RETREAT MEETING OF THE LAKE LURE TOWN COUNCIL HELD TUESDAY, JANUARY 8, 2024, 8:30 A.M. AT THE LAKE LURE MUNICIPAL CENTER

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor

William Hank Perkins, Jr., Town Manager
Stephen Ford, Finance Director
Dustin Waycaster, Fire Chief
Sean Humphries, Police Chief
Michael Williams, Community Development Director
Michael Dydula, Project Manager
Dean Givens, Parks, Recreation, and Lake Director
Dean Lindsey, Public Services Director
Laura Krejci, Communications Director

ABSENT: William Morgan, Jr., Town Attorney

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 8:30 a.m. and explained that this is an opportunity to plan for the year and discuss long term goals.

Commissioner Jim Proctor made a motion move Item VIII (“Future Fire Department”) to Item IV and renumber the remaining items accordingly. Commissioner Scott Doster seconded and all voted in favor.

II. INTRODUCTION

Mayor Pritchett noted the budget process is being started early this year and the budget should be adopted earlier than last year. Manager Perkins noted that this meeting is not intended to be an in depth budget discussion, and it is mainly to discuss the direction of the Town within the coming years which will move the budget in the direction of long term goals that Council would like to accomplish.

III. REVIEW ACCOMPLISHMENTS FOLLOWING 2023 TOWN COUNCIL PLANNING RETREAT

Manager Perkins noted that there is a document in the package that details goals that were discussed at last year's meeting, what accomplishments have been made, and what items may need to be further progressed or re-addressed.

Commissioner DiOrio asked if the Town has now established all of the bins for capital reserves. Manager Perkins answered that there are general fund capital reserves that are established, but the Town needs to put more seed money in the sewer reserve at the beginning of the upcoming fiscal year. Manager Perkins explained that Finance Director Stephen Ford will determine how to segregate funds that the Town has been setting aside for sewer in past years. Commissioner DiOrio noted that the big picture is that the Town has the normal Water and Sewer (W/S) fund to handle regular operations and the sewer capital reserve which will account for designated debt services. Manager Perkins explained that the Town created the reserve to segregate the money that the Town raised to earn and set aside for strictly the sewer. Commissioner DiOrio noted that when Council sees the proposed budget, they want to see the annual operating budget and then the capital reserve that is set up for the debt service for the sewer. Manager Perkins explained that the reasoning behind establishing the sewer capital reserve includes accounting for future inflation and trying to avoid the use of all of the loan funds. Commissioner Proctor noted that the purpose is to decrease the debt service which will also result in a decrease in annual debt. Manager Perkins noted that the Town will need to be able to generate funds to make the loan last longer because loan funds will eventually be depleted. Commissioner DiOrio noted that \$400,000k per year will not cover much of the sewer project at all. Commissioner DiOrio also noted that three things are singled out including the annual operational budget, the accumulation of some funds into that fund which will go towards debt service, and the loan guarantees and grant. Manager Perkins noted that the Town have to use the reserve to pay for capital operations. It was discussed that contribution could be adjusted in the future if necessary. Commissioner DiOrio noted that it needs to be considered that the Town has the second highest sewer rates in the state and that rates cannot be increased, so the only way the Town will increase cash flow is to add more customers and hopefully the Town can do that when the new system comes online. It was discussed that the Town will not need to begin debt service payments until the completion of the project. Manager Perkins noted that if the capital reserve fund is dissolved, the money would go back into the W/S fund. Mayor Pritchett noted that the Town will have to take out additional loans for future phases of the sewer project. Director Ford added that the Town could receive additional grant funding, as well. It was reiterated that the purpose of capital reserve is to give the Town more resources to help the loan money be stretched further in the future. Commissioner Proctor noted that the Town

will be spending money now that is worth dollars when in 15 years it will be worth cents. Manager Perkins used an analogy of buying a car and spending own money versus using loan money. Manager Perkins noted that it is important to segregate and protect funds for the sewer. It was discussed that the reserve identifies contributions and protects them. Director Ford asked if there was any past discussions of how the Town will pay for future phases when phase one is completed and Mayor Pritchett explained that the Town will gain additional revenues when more people are hooked on to the system. Commissioner DiOrio noted that Local Government Commission (LGC) will require the Town to detail how additional funds for the sewer will be paid for and questioned how the Town is going to qualify for additional funding if all cash flow from W/S fund is going into the capital reserve. Manager Perkins explained that this should not be an issue for the LGC, but the capital reserve can be dissolved if that becomes an issue. Commissioner Proctor noted that the LGC and auditors will be in favor of the capital reserve and the accounting involved. Manager Perkins noted that any changes to the reserve must be approved by Council. Mayor Pritchett expressed that she understands the benefits of the capital reserve, but she is concerned about project costs and debts increasing significantly, and the Town not having sufficient grant funding. Mayor Pritchett added that she wants to be sure that this Council leaves the Town situated to pay the debt service in the future. Manager Perkins noted that his concern is being able to account for the funds, which is why he is in favor of the capital reserve. Manager Perkins noted that if something catastrophic happened with the system, money can be pulled from capital reserve, but in the end it is a historic record of the funds. Manager Perkins noted that a former study done by WithersRavenel has indicated that there will be a need for future rate increases and Commissioner DiOrio stated that Council shut down that idea when the study was completed. Commissioner DiOrio explained the LGC was strict with the Town previously and will be even stricter if the Town ask for additional funds. Commissioner DiOrio noted that the real key is that 2 to 3 years from now, the Town will need to show the LGC that progress has been made and this will be done because the Town has done due diligence to start a reserve. Commissioner DiOrio expressed understanding that the Town have to have these elements established to ask LGC for more money in the future. Mayor reiterated that an interval part of generating revenues is adding new customers within the first phase. Commissioner DiOrio noted the Town must show good efficient progress and have good communication with homeowners.

Mayor Pritchett stated that other accomplishments listed will be deferred to within project updates.

VIII. FUTURE FIRE DEPARTMENT

Fire Chief Waycaster explained that the current fire station is about 4500 sq. ft., includes 6 bay which include storage or 6 apparatus, a zodiac, and ATVs and electric bikes. Chief Waycaster detailed that firefighters are sharing a bedroom, which is less of concern than there being only one shower unit. It was noted that during the Party Rock fire there were 40+ firefighters having to use the single shower. Chief Waycaster noted that the station experiences a number of walk-in health issues, so the Town needs a facility to accommodate those. Chief Way stated that the facility will also need an office and meeting room. It was detailed that there are multiple repairs that need to be made to the existing fire station and there is no more room for electrical panels. Chief Waycaster noted that the fire station is used as a shelter, an EOC, for training, and for emergency planning. Chief Waycaster expressed the need to be able to de-contaminate after calls.

Manager Perkins noted that the Town worked with ADW Architects on the space needs assessment for the future public safety facility. It was determined that there are four viable locations. Manager Perkins displayed and explained each location. Manager Perkins noted that he and Chief Waycaster have narrowed it down to two viable sites.

Manager Perkins reviewed site one, which is located on the Green Space. Manager Perkins noted the Town does not like this one because it will not accommodate the police department in the future and it would require a huge retaining wall because of the slope. It was also noted that this location would require the demolition of an existing facility.

Manager Perkins reviewed site two. It was detailed that this location would require purchase or swap of property. Chief Waycaster noted that he likes the location, the ground is more stable than site one, but he thinks that there are better options. Commissioner DiOrio noted that there is no sewer available at this location and it would require septic. It was discussed that curve in the road at this location would provide emergency management staff with a good view to ingress and egress.

Manager Perkins review site three, which is located at the corner of Memorial Highway and Highway 9. It was noted that this location would require a lot of grating, but it is very visible. It was discussed that if the Town owned the property for this location, it may help with giving DOT space to make a roundabout. Manager Perkins detailed that there is water and sewer at this location. It was noted that this site also does not account for the police department. Commissioner Proctor noted that this design does not account for any future roundabout. Chief Waycaster expressed concern with having to cross a culvert at this location. Commissioner Doster noted that he does not like this option and Commissioner DiOrio agreed. Manager Perkins added that this option would require purchase of property.

Manager Perkins reviewed site four which is located across the road from Ingles. Manager Perkins noted that the one issue with this site is that this was a dump site for spoils and would require stabilization work, but ADW expressed that it would not be difficult to overcome. It was detailed that this site accounts for the police department, has water and sewer, would be visible and is in a central location outside of the flood plain. Chief Waycaster expressed that his only concern with this site was fixing the stabilization. Commissioner Proctor noted that he thinks it would be more stable than expected if the Town completed geo-testing. Manager Perkins noted that there was geo-testing completed in the 2019 and that the results have been provided to ADW. Mayor Pritchett noted this option allows the Town to fix a currently unused town asset. Commissioner Bryant asked if this site would increase response time and Chief Waycaster noted that it would not change response time. Chief Waycaster noted that one other concern is the steep road on Highway 9 during bad weather. Manager Perkins noted that he likes this option. Chief Waycaster noted that he also likes this option.

There was consensus to remove site three as an option.

Manager Perkins reviewed estimated costs.

Commissioner Bryant noted that he likes that option 4 accesses water and sewer. Mayor Pritchett expressed that she likes the visibility of option four and that it would utilize an unused asset.

Manager Perkins noted that building would be steel and would last for about 50 years.

Commissioner asked how this will be funded and expressed that site four seems to be the most viable. Manager Perkins noted that he likes option four because a lot of people enter town through Highway 9 and they will be aware of where the facility is located. Manager Perkins displayed examples of apparatuses, future growth, etc. Chief Waycaster noted that the apparatus drawing accounts for future vehicles and assets. Mayor Pritchett asked if another local government received money for their fire department and Chief Waycaster answered that Rutherfordton received state funding through the help of Representative Jake Johnson. It was discussed that the Town should also try to obtain state funding for the facility. Mayor Pritchett questioned if it would be cheaper to complete the police portion at the same time that the fire station is constructed. Commissioner DiOrio expressed that it would be beneficial to try to obtain funding for the full facility, including police. Commissioner Doster asked how much more it would cost to add police department at the same time and Commissioner Bryant estimated about \$3.5 million. Commissioner DiOrio noted that another benefit to option 4 is that it is close to Ingles and Ingles parking lot, and there are expansion capabilities. Chief Waycaster added that this site is also close to the Lake Lure Classical Academy. Commissioner DiOrio recommended that the Town present legislators with a briefing package using site four which provides reasoning as to why the Town needs the facility. Mayor Pritchett suggested that the Town involve The Policy Group in communications with legislators. Manager Perkins noted that the estimates provided through the study will be good to provide to legislators.

Manager Perkins asked Director Ford to create a schedule for different terms of funding. It was noted that Director Ford provided estimates 20 years, 30 years, and 40 years and that these are detailed in the meeting packet. Director Ford also provided another page in the packet at includes a value of a penny for tax rates. Mayor Pritchett noted that public safety is utmost importance to the community and there is nothing that people would be willing to increase tax rates for than for this.

Council discussed starting dialogue with state for funding and strategizing how much money the Town can obtain before the design for the facility is initiated.

Commissioner DiOrio expressed that the Town need to improve and maintain the current station in the interim. Chief Waycaster noted that he will have some budget requests for the upcoming year that will go towards maintaining the current facility. Commissioner DiOrio noted that the Town can use the existing fire station for something else in the future, so it will not be a sunken cost.

Mayor Pritchett how long it would take to complete after the project is funded and Chief Waycaster estimated two to three years. Mayor Pritchett asked if the Town will be eligible for the Staffing for Adequate Fire and Emergency Response (SAFER) grant after the new facility is completed and Chief Waycaster answered yes.

Mayor Pritchett called for a short break.

IV. MAJOR PROJECT UPDATES

A. DAM

It was detailed that the geo-tech and site investigation for the dam replacement project needs to begin soon. It was also noted that the Town needs to establish grant funding and land acquisition. Project Manager Dydula stated that the Town will hold a dam bridge meeting within the near future.

IV. MAJOR PROJECT UPDATES

B. SEWER

Project Manager Dydula stated that the sewer replacement is a work in progress and that the goal for this drawdown is to thread pipes within the sanitary sewer pipes. It was noted that Ruby-Collins is currently on-site and the lake is almost at the full drawdown level which will allow Ruby-Collins to begin installation.

Project Manager Dydula suggested that the Town needs to re-visit the deep water access and review an additional location. It was further explained that the goal is to still construct the deep water access as planned, but to also re-visit installing an access on the other side of the lake for the sewer project. Project Manager Dydula stated that he would like to discuss this at a work session and include the project team in the discussion. Council members expressed uncertainty about where the deep water access on the dam side of the lake could be installed. It was discussed that Ruby-Collins has been using Jay Freeman's ramp and while there is no fee to use the ramp, Freeman does charge Ruby-Collins a fee to help with the project in return. Council expressed that there is a need to find out further information regarding how and how much Ruby-Collins is being charged. Commissioner DiOrio asked what the cost avoidance would be for building a ramp on that side of the lake. Project Manager Dydula and Manager Perkins explained that the larger equipment access for major projects is driving this recommendation. Commissioner DiOrio noted that this was addressed in the past and now opinions are changing per Ruby-Collins. Project Manager Dydula expressed that this is a learning process and that planning will be improved moving forward.

IV. MAJOR PROJECT UPDATES

C. DRAIN VALVE INSTALLATION

Project Manager Dydula reported that it is becoming more difficult to determine how to keep Morgan Corporation working behind dam while mitigating water during rain events. It was detailed that Morgan Corporation's goal was to get the new sewer bypass line completed before the holidays, but they are currently running off of a temporary line that has not been compromised

and are no longer using the original pipe. It was further detailed that the current goal is to get the new line in as soon as possible, but they have not been able to do so with weather delays and there will likely be additional upcoming weather events. Project Manager Dydula stated that he is reviewing various options with Morgan Corporation and Ruby-Collins to try to mitigate issues, one of which is to suspend Ruby-Collins's work for the remainder of the drawdown to keep the lake at a static level to account for rainfall event. Project Manager Dydula expressed that staying on schedule with the drain valve project is a priority.

Commissioner DiOrio asked what the max the tainter gates can be open without flooding the area that Morgan Corporation is working in. It was answered that there is a balance between three to six inches, but it is difficult to maintain. Commissioner DiOrio noted that if the lake is set it at that level, the water would go up during a rain event and would later go back down. Project Manager Dydula agreed, but noted that it could take a long time to go down depending on conditions. It was noted that the Town has three things against us including intense rainfall events, water coming down from the gorge, and the 24-48 hour after effect. Commissioner DiOrio asked if Project Manager Dydula is implying that the Town not let Ruby-Collins complete their work this year. Project Manager Dydula answered that if the Town brings the lake up 6 ft. Ruby-Collins would not be able to work and there would be a breach of contract that may cost the Town. Commissioner Doster noted that valve is a priority and must get installed and others agreed. Manager Perkins noted that not getting the valve installed would delay the sewer project even further.

Commissioner DiOrio asked about the status of the moratorium regarding commercial permitting. Project Manager Dydula answered that he has not gotten a straight answer, but has a meeting with DEQ on the 11th. Project Manager Dydula expanded that it is his understanding is that residential hook ups are not an issue, but commercial is case by case. Project Manager Dydula added that DEQ may give the Town a threshold for decision making, but there would need to be criteria set. Commissioner DiOrio noted that another factor that should be considered is that the Town is making repairs to the current system, which should improve some infiltration issues. Manager Perkins noted that even with repairs, the ammonia levels are still above the limit. Director Lindsey explained that levels have reduced some, but the moratorium and SOC need to stay in place to avoid additional violations. Project Manager Dydula stated that he will have better answers after the meeting with DEQ and Brian Houston on the 11th. Manager Perkins noted that the Town needs answers for our own developments as well and provided Morse Park restrooms as an example. Commissioner Proctor asked if there are ways to treat anomia and it was answered no.

IV. MAJOR PROJECT UPDATES

D. DREDGING

Project Manager Dydula explained that he wanted sole source to LaBella for dredging, but he contacted the School of Government and engineering board who indicated that they do not think that dredging can be sole sourced. It was noted that staff will have further conversations to clarify if that is the case.

IV. MAJOR PROJECT UPDATES

E. CELL TOWER

Manager Perkins explained that the cell tower is still making progress and is still set to be completed within the year. Commissioner DiOrio noted that it was reported at the Board of Adjustment meeting that there is an issue with needing a financially responsible party in North Carolina. Director Williams stated that the financially responsible party is typically the property owner, which is the Town in this case. Director Williams added that he had a conversation with Tillman's project manager and they were concerned about signing as the financially responsible party for the land disturbance permit. Director Williams recommended that the Town should sign be the financially responsible party if necessary. Commissioner Doster asked if an item could be added to tomorrow's regular meeting agenda in which the Town agrees to be the financially responsible party, if necessary. It was answered yes and Council members expressed support. Director Williams reported that Tillman had given him an estimated that the tower would be completed by May. Director Williams added that construction will take about 6 weeks, there will be an antenna installed, and then engineering tests will be completed.

IV. MAJOR PROJECT UPDATES

F. WASTEWATER TREATMENT PLANT

It was noted that Mr. Houston with LaBella Associates will be at the work session to present the Wastewater Treatment Plant (WWTP) Master Plan. Project Manager Dydula asked if Council would prefer a presentation or Question & Answer session. Council expressed that they would like both. Manager Perkins noted that Council has the WWTP master plan report in their packet to look at beforehand. Commissioner DiOrio noted that site selection will be a biggest factor and that the Town will need to work on land acquisition. Project Manager Dydula noted that LaBella has narrowed it down to a few site options. It was also noted that it will be near the existing plant. Manager Perkins noted that the Town will have to determine how to fund the new WWTP as well.

Project Manager Dydula mentioned that the HDD project is still being evaluated. Manager Perkins noted that there are two more drawdowns to spend ARPA funds before their expiration deadline. It was noted that the HDD may happen within the next two drawdowns. Manager Perkins expressed that he wants to accomplish the elevation to get placement for WWTP and HDD decisions within the next few drawdowns. Director Lindsey noted that the sewer project could make it all the way to Rumbling Bald before the HDD is needed.

IV. MAJOR PROJECT UPDATES

G. DAM BRIDGE

The dam bridge was discussed under a previous item.

Project Manager Dydula added that one more minor project is the public works facility. Project Manager Dydula asked what Council's goal is to see ground broke for that project. Commissioner DiOrio noted that the main drivers for the public works facility was to vacate the current public works site, sell it, and establish a logistics facility. Director Lindsey expressed that the new facility would include two bays including one for storage, it would be pre-fab and would be constructed quickly. Project Manager Dydula questioned if a space needs study should be completed for the facility. Director Lindsey expressed that he does not think that a space needs study is necessary and that the design that has already been completed should suffice. Director Lindsey added that the only change would be to possible add a carport to the design. It was noted that an architect will work with staff to solidify a design and then the Town can advertise bids for the pre-fab construction. Manager Perkins stated that he would determine the legal requirements for the bidding process.

Project Manager Dydula reported that the Procore project management software is established and that he has a meeting this week with the company. Project Manager Dydula expressed that he is hoping to have the program active by next week. It was noted that there will hopefully be a dashboard function that anyone can access.

Project Manager Dydula noted that he has been helping Community Development with some of their development operations. Project Manager Dydula added that he will be looking into storm water concerns on the beach. Project Manager Dydula also noted that he is working with other staff to add flow gauge depth meters on the lake.

V. COMPREHENSIVE PLAN

Manager Perkins explained that the Comprehensive Plan is 17 years old and that North Carolina General Statute says the Town have a duty to maintain the Plan. Manager Perkins expressed that it is time for an updated review of the Comprehensive Plan and recommended looking into resources to help with the process during the next fiscal year. Commissioner DiOrio asked why Zoning and Planning Board does not update the Plan rather than funding outside resources. Commissioner Proctor and Mayor Pritchett expressed that the Comprehensive Plan is complex and it would be beneficial to receive professional help with maintaining it. Commissioner DiOrio disagreed and expressed that he does not think that there will be many changes needed. Commissioner DiOrio added that he does not want to spend money on updating the Plan when it can be done by the Zoning and Planning Board. Mayor Pritchett noted that she spoke with Alan Toney with Foothills Regional who has expressed that he can be of big help with it with updating the plan at minimal costs. Commissioner Proctor noted that updating the Plan will require a community survey. Commissioner Doster noted that Zoning and Planning Board Chair is working on gathering documents for the Board to discuss the Comprehensive Plan. Commissioner DiOrio stated that the Town may need to work with someone to adjudicate information and Alan Toney might be right person to work with. Director Williams noted that local community college may have actively helped the Town with the last update to the Plan. Council members recalled that there was a process in which someone was hired to update the Plan around 2015 and it was an unsuccessful effort. Commissioner Proctor noted that the firm that helped prior to 2015 did well. Commissioner DiOrio noted that other plans, such as the Morse Park Master Plan, need to be adjudicated into the Comprehensive Plan. Commissioner DiOrio agreed that the Town should get

community input. Manager Perkins noted that one goal for updating the Plan is to determine whether it is actually representative of what the Town wants. Commissioner Proctor agreed and noted that there have been drastic changes since the last update. Mayor Pritchett recommended that infrastructure should also be incorporated into the Plan. Council expressed support for working towards updating the Comprehensive Plan.

VI. TRANSPORTATION GOALS

Manager Perkins explained that he would like Council to discuss any goals or ideas for transportation in the Town. Manager Perkins noted that he has already been working on communications with the state regarding the possibility of a roundabout at the Highway 9 intersection. Commissioner Doster asked about the plans for a crosswalk connecting the Town and Chimney Rock Village. Manager Perkins noted that this is being worked on and Mr. Alan Toney is helping the Town and Village with applying for a feasibility grant that would help in determining what the connectivity would look like. Mayor Pritchett noted that the Town does not ask for much on the State Transportation Improvement Program (STIP), but it should moving forward. Commissioner DiOrio mentioned the Chimney Rock State Park bypass. Manager Perkins noted that when applying to have a transportation project on STIP, if the project does not score well enough to get funded within the first five years then it is not guaranteed to get on it at all. The West End Connector was discussed and it was noted that will not be a STIP project. Commissioner DiOrio noted that another item that has been discussed previously is pedestrian access from Lured to the beach. Mayor Pritchett informed Commissioner DiOrio that the NCDOT has indicated that they will not install a crosswalk at this location because they feel like it is too dangerous. Manager Perkins noted that it may be possible for the NCDOT to install a crosswalk at another location in the area, but the one in reference would be too much in a curve. Manager Perkins noted that he has thought about planning and utilities if there are any development visions along Memorial highway, which would include planning for sidewalks and other factors.

VII. WORKFORCE HOUSING

Manager Perkins noted that workforce housing is a topic that needs to be addressed in the community. Staff requested Council's opinion on importance and moving forward with addressing work force housing. It was noted that there is an item on the regular meeting agenda tomorrow night in which Council will be asked to take action on whether or not to apply for a grant for a works force housing needs based study. Director Krejci added that there was a forum in the community with key stakeholders and there was resounding support for pursuing work force housing. Director Krejci further explained that after the key stakeholders' forum, there was a smaller group meeting to discuss the next steps. It was detailed that Mr. Neil Gurney is one of the key individuals who is familiar with this kind of work and he recommended applying for a Dogwood Health Trust grant for study to determine the needs for workforce development. Director Krejci explained that the grant application would need to be submitted by the end of January. Director Krejci added that she does not believe that the Town would have to fund any part of the study.

IX. PUBLIC SAFETY

Public Safety was discussed under previous items.

X. FINANCE

Finance was discussed throughout the meeting.

XI. PARKS, RECREATION, AND LAKE

Manager Perkins noted that he wants to begin on green space master planning since the Town has opted for a location for the future fire department based on the space needs assessment. Commissioner Bryant mentioned the easement with Equinox for stream restoration that was discussed in the past and Manager Perkins explained that he had not done anything with Equinox because of the unknowns, but they could be fit into the park planning if Council desired.

XII. UTILITIES

Utilities were not discussed.

XIII. PUBLIC SERVICES

Public Services were discussed throughout the meeting.

XIV. COMMUNITY DEVELOPMENT

Community Development was discussed previously.

XV. COMMUNICATIONS

Communications were not discussed.

XVI. ADMINISTRATION

Administration was not discussed.

XVII. CLOSING DISCUSSION

Commissioner DiOrio expressed that the Town needs to establish committee to plan the Town's 100th year anniversary.

XVIII. ADJOURNMENT

With no further business, Commissioner Doster made a motion to adjourn the meeting at 12:03 p.m. Commissioner Bryant seconded and the motion carried 4-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, JANUARY 16, 2024, 5:00 P.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Scott Doster

William Hank Perkins, Jr., Town Manager
Stephen Ford, Finance Director
Michael Dydula, Project Manager
Michael Williams, Community Development Director
Laura Krejci, Communications Director
Jim Walters, Parks and Recreation Board Chair

ABSENT: Commissioner Patrick Bryant
Commissioner Jim Proctor

William Morgan, Jr., Town Attorney

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 5:00 p.m. Council members led the pledge of allegiance. Mayor Pritchett explained that the regular Council meeting scheduled for last Tuesday, January 9th, was cancelled due to hazardous weather conditions.

II. APPROVE THE AGENDA

Commissioner David DiOrio made a motion to approve the agenda, as presented. Commissioner Scott Doster seconded and all voted in favor.

III. MAYOR'S COMMUNICATIONS

Mayor Pritchett thanked all individuals in attendance.

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Hank Perkins summarized highlights from his Manager's Report for December which is available in the meeting packet.

Town Manager Perkins reviewed the actions taken at December's work session and action meeting. Action items included the following:

- Adoption of Resolution No. 23-12-20 for Lead Service Line Loan Application

V. COUNCIL LIAISON REPORTS & COMMENTS AND BOARD PRESENTATIONS

Commissioner Scott Doster reported the activities of the ABC Board and the Zoning and Planning Board.

Commissioner David DiOrio reported the activities of the Lake Advisory Board and noted that the Board of Adjustment / Lake Structure Appeals Board met.

VI. PRESENTATIONS

A. PARKS AND RECREATION BOARD ANNUAL REPORT

Parks and Recreation Board Chair Jim Walters noted that there has been a vast amount of changes since last month and that his primary focus that he would like to address are the changes and how they impact the board to move forward and demonstrate growth and activity that is so important to the Town. Mr. Walters explained that three Board members have terms expiring and two of which have submitted applications for re-appointment, while Vice Chair Ed Dittmer who has been on the Board for 18 years did not re-apply. Mr. Walters stated that at the last Board meeting, the Board recommended moving the current alternate member to fill Mr. Dittmer's vacancy. Mr. Walters further explained that he and Mo Bay have resigned from the Board, which leaves two additional vacant positions. Mr. Walters explained that he is resigning because he is moving. It was noted that the chair position will now be open and that Mr. Walters would like to see a current member of the Board fill the chair position if they are willing. Mr. Walters noted that the Parks and Recreation Board Chair also serves as the chair of the Steering Committee. Mr. Walters explained that the first order of business for the February meeting is to review all applications and make recommendations to the Council. Mr. Walters reflected on the accomplishments on the Board over the past year. Mr. Walters detailed that the Board had groomed a lot of the Town's park real estate for better use including the green space which will have a master plan completed in the near future. Mr. Walters detailed how the Parks and Recreation Board had contributed to the Morse Park Plan. Mr. Walters explained that through Conserving Carolina, another park was opened in September with the Boulders Trail off of Buffalo Creek Park and that it has been popular and well used. Mr. Walters expressed that the Town's assets are available and that it is important to determine the best use of the assets. Mr. Walters expressed that the Town has made great strides in Morse Park. Mr. Walters also expressed and the Town trails parks are phenomenal and are being well utilized. Mr. Walters explained that his vision of what to

accomplish moving forward is to determine how to continue to enhance the use of all of the Town's parks facilities. Mr. Walters expressed that these facilities are used for events and festivals, but that he thinks that there could be even more use of them. Mayor Pritchett noted that no one could have done a better job at leading the Parks and Recreation Board and Steering Committee than Mr. Walters. Mayor Pritchett expressed that it will be important moving forward to ensure that the Town is making the best use of the existing land, and that the Parks and Recreation Board will be a big part of making that happen. Mr. Walters thanked Vice Chair Ed Dittmer and other Board members, and expressed that current and former Board members have created a depth of knowledge and influence. Mr. Walters thanked Olivia Stewman, Kat Canant, Corbie Bradley, Dean Givens, Dana Bradley, and other Town staff members who have helped the Board. Council members thanked Mr. Walters for all he has done for Lake Lure.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak.

Jonathan Hinkle, 268 Firefly Cove, noted that he was going to comment at the Zoning and Planning Board meeting, but it was canceled. Mr. Hinkle noted that he has lived in Lake Lure for 28 years and seen many administrators who have different interpretations of Town regulations. Mr. Hinkle stated that the current administration is trying to clean up inconsistencies, but this will be an ongoing process. Mr. Hinkle explained that Mr. Rick Carpenter has made it more difficult and tedious for developers, has bad interpretations, and has bad communication skills and an attitude. Mr. Hinkle expressed that he has had many problems with Mr. Carpenter. Mr. Hinkle expressed that he also has issues with having to apply for boat house variances when variances should not be required. Mr. Hinkle added that it will become a burden on the Board of Adjustment. Mr. Hinkle stated that he has never had these problems in the past and that it makes contractors look bad. Mr. Hinkle expressed that Mr. Carpenter will find ways to deny permits and that the homeowner incurs all expenses and time as a result. Mr. Hinkle questioned how he can move forward with his needs and make the processes easier, and how he can appeal any of Mr. Carpenter's decisions without going through him. Mr. Hinkle expressed that it keeps getting tougher to deal with Mr. Carpenter and other professionals are being pushed out of the Town as a result. Mr. Hinkle expressed concern that no issues ever get resolved and that he receives the same answer from all staff members. Mr. Hinkle added that there is never any follow-up and that issues continue and burden homeowners. Mr. Hinkle stated that nothing ever is resolved until it impacts Council members. Mr. Hinkle explained that other professionals in the community agree, but do not want to speak up.

The Town Clerk received the following written comment:

Dear Olivia,

Please include the following public comment in its entirety at the next Lake Lure town council meeting. I am unable to attend in person due to disabilities.

I'm Annie Dance, a journalist from Green Hill. I have a substack newsletter called Cops & Congress, where I work to shine a light on police, policy and public records in Lake Lure, Rutherford County, and beyond. I am also the Founding Editor of Western NC Deaf Community, a public Facebook group, where I cover deaf issues and lead discussions for ways deaf people can get better access to news and information in the 19 counties of

western North Carolina, spanning several congressional districts. I was diagnosed with a profound hearing loss as a child and I am an accessibility advocate, especially for using closed captioning.

Typically I don't insert my views into things I cover as a journalist, but I'd like to briefly discuss an important accessibility issue.

I respectfully ask that you require all speakers to use the microphone, so remote viewers watching the meeting on the town's YouTube channel can understand what is being said. People who speak from the audience are not usually audible on the recordings. There's some vague muffled noise which closed captioning does not pick up. There is no camera pointing toward the audience to identify the speaker. I'm mostly deaf and rely on lip reading and closed captioning to understand speech. It would be helpful if there was another camera facing the audience.

Further, please record work session meetings and ideally all meetings. On the meeting schedule approved by the council, it says there's a virtual option next to the dates but there is no additional information listed and I haven't seen any work sessions listed on the town's YouTube channel. It says "Lake Lure Municipal Center/Virtual" per meeting minute documents.

I hope you would agree that ensuring remote accessibility for all meetings promotes inclusivity, allowing a broader representation of community members to participate, fosters transparency, and accommodates diverse needs. This step aligns with modern communication trends and enhances civic engagement. The work you do is important and it's essential that everyone, including deaf people, can access the information.

Finally, please keep in mind that the policies made here affect people not only in the town limits of Lake Lure but also in the drainage area of the dam, which is approx. 100 sq. miles, according to the data I've read from Schnabel Engineering. Lake Lure is a very beautiful and interesting place, we all deserve to have accurate, immediate access to information by government officials as it happens.

I invite you and the community to subscribe to AnnieDance.substack.com.

Thank you for your attention to these matters.

Sincerely,

Annie Dance
Independent Journalist
Cops & Congress, AnnieDance.substack.com
Founding Editor, Western NC Deaf Community, bit.ly/WNCDeaf
CopsandCongress@gmail.com

There were no further comments.

VIII. CONSENT AGENDA

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

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

- A. Approval of the December 12, 2023 Regular Town Council Meeting Minutes and the December 20, 2023 Town Council Work Session and Action Meeting Minutes

IX. UNFINISHED BUSINESS

There was no unfinished business to discuss.

X. NEW BUSINESS

A. RESOLUTION NO. 24-01-09 APPROVING USE OF AVAILABLE FUNDS FOR MORSE PARK MASTER PLAN AND APPROVING REDUCED SCOPE FOR CURRENT PHASE

Manager Perkins explained that this phase of the Morse Park Plan now requires a reduced scope due to a lack of grant funding and is now priced at about \$1,209,970. Manager Perkins added that this reduced scope is doable because the Town has \$1,210,050 from local funds and matching funds, an RHI grant, and a grant from the North Carolina Division of Water Resources (DWR). Manager Perkins stated that DWR has not officially approved the reduced scope, but they have indicated that approval will be eminent. Manager Perkins concluded that adopting this resolution will allow him to sign a grant contract with DWR when it is finalized.

Commissioner Doster made a motion to adopt Resolution No. 24-01-09 Approving Use of Available Funds for Morse Park Master Plan and Approving Reduced Scope for Current Phase. Commissioner DiOrio seconded and all voted in favor. Resolution No. 24-01-09 was adopted as follows:

RESOLUTION NO. 24-01-09

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE APPROVING USE OF AVAILABLE FUNDS FOR MORSE PARK MASTER PLAN AND APPROVING REDUCED SCOPE FOR CURRENT PHASE

WHEREAS, the Town of Lake Lure adopted the Morse Park Master Plan was adopted in 2018 and the Town intends to complete the Plan in phases; and

WHEREAS, the Town has a limited amount of funds to complete the current phase of the Morse Park Master Plan; and

WHEREAS, the Town has a goal to continue progress towards completing the entirety of the plan and to complete as much work as possible with the current available funds including \$884,050 in local funding, \$200,000 grant from the NC Division of Water Resources, \$26,000 Rutherford County Tourism Development Authority Trails grant, and \$100,000 grant from RHI Legacy;

WHEREAS, the current available funds equate to \$1,210,050 and would allow the Town expand parking and restrooms included in the Morse Park Master Plan with an estimated cost of \$1,209,970; and

WHEREAS, the current phase of the Morse Park Master Plan included additional features that cannot be funded at this time; and

WHEREAS, using available funds to complete the reduced scope of the current phase of the Plan to expand parking and install restrooms would support future phases of the Morse Park Master Plan; and

WHEREAS, the Lake Lure Steering Committee has recommended the approval of use of available funds for the Morse Park Master Plan and the reduced scope for the current phase of the plan.

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

SECTION ONE. The Town Council of the Town of Lake Lure hereby approves the use of available funds for the Morse Park Master Plan and the reduced scope for the current phase of the Plan.

READ APPROVED AND ADOPTED this 16th day of January, 2024.

<p>X. NEW BUSINESS</p> <p>B. LAND USE FEE SCHEDULE AMENDMENT TO ADD ANNUAL CHICKEN REGISTRATION FEE</p>

Manager Perkins summarized that Council previously approved a code amendment to allow chickens in Town limits. Community Development Director Michael Williams explained that the chicken ordinance that was approved included an annual registration fee, but it has not yet been incorporated into the fee schedule. Director Williams stated that the annual fee will be in the amount of \$100.

Commissioner Doster made a motion to approve the Land Use Fee Schedule Amendment to add the annual chicken registration fee of \$100. Commissioner DiOrio seconded and all voted in favor.

<p>X. NEW BUSINESS</p> <p>C. 2024 RUMBLE EVENT WAIVER REQUESTS</p>
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Manager Perkins noted that the Rumble has been an annual event for years and this year it is scheduled for March 1st through March 3rd. Manager Perkins added that event coordinators are requesting waivers for various ordinances, which is done each year. It was noted that the event plans are the same as they have been in years past.

Commissioner DiOrio made a motion to approve the following waivers and suspensions for the 2024 Carolina Climbers Coalition Rumble Event: waiver of fees for use of the Municipal Hall and Morse Park, waiver of the Noise Regulation (Code of Ordinances Chapter 20, Article II), suspension of Chapter 36 of the Zoning Regulations: “Campgrounds and “Camping”, and suspension of Chapter 8, Article II: “Peddlers” of the Code of Ordinances. Commissioner Doster seconded and all voted in favor.

X. NEW BUSINESS

D. DOGWOOD HEALTH TRUST GRANT APPLICATION

Manager Perkins explained that there is an opportunity to apply for the Dogwood Health Trust Grant to assist with workforce housing study and Town staff is requesting that Council approve the application submission.

Commissioner Doster made a motion to approve the planned completion of the Strategic Opportunities Engagement Form with Dogwood Health Trust to begin the grant application process for Housing Study. Commissioner DiOrio seconded and all voted in favor.

X. NEW BUSINESS

E. RESOLUTION NO. 24-01-09A AUTHORIZING THE TOWN TO PROCEED WITH OPTION FOUR OF THE LAKE LURE ADVANCED PLANNING FOR FIRE AND POLICE CONCEPTUAL DESIGN

Manager Perkins explained that the Advanced Planning for Fire and Police Conceptual Design was reviewed at the planning retreat meeting. Manager Perkins noted that the Town needed to establish a location for the new fire station prior to pursuing the green space master plan, which was previously mentioned by Mr. Walters. Manager Perkins further explained that ADW Architects recently completed study and when it was reviewed, there was consensus that “Site Four” was the best location for the public safety facility. It was detailed that Site Four is located on HWY 9 near Dittmer-Watts and across from Ingles.

Commissioner DiOrio noted that Option Four was clearly the best option due to great access and affordability. Commissioner DiOrio added that the one downside to Option Four is the possibility of needing preliminary excavating work. Commissioner DiOrio stated that the location maximizes the ability to use all of the remaining green space for green amenities, and uses minimal footprint for green space. Commissioner DiOrio expressed that it is a great location.

Commissioner DiOrio made a motion to adopt Resolution No. 24-01-09A Authorizing the Town to Proceed with Option Four of the Lake Lure Advanced Planning for Fire and Police Conceptual Design. Commissioner Doster seconded and all voted in favor. Resolution No. 24-01-09A was adopted as follows:

RESOLUTION NO. 24-01-09A

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE AUTHORIZING THE TOWN TO PROCEED WITH OPTION FOUR OF THE LAKE LURE ADVANCED PLANNING FOR FIRE AND POLICE CONCEPTUAL DESIGN

WHEREAS, there is a crucial need to replace the existing fire station to increase the health and safety of fire and emergency management staff; and

WHEREAS, it would be beneficial to incorporate the Police Department into the same campus to establish a Public Safety Facility; and

WHEREAS, Town staff has worked with ADW Architects to create the Lake Lure Advanced Planning for Fire and Police Conceptual Design; and

WHEREAS, A Conceptual Design was completed that includes four viable options for space needs and approximate cost the site of the future Public Safety Facility; and

WHEREAS, Town staff and Town Council reviewed the Conceptual Design and evaluated each option at the Council's annual planning meeting held on January 8th, 2024; and

WHEREAS, it was determined that Option Four of the Conceptual Design meets the Town's needs, is reasonably priced in comparison to the other options, and is in a centrally located and visible location which is already owned by the Town.

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

SECTION ONE. The Town Council authorizes the Town to proceed with Option Four of the Lake Lure Advanced Planning for Fire and Police Conceptual Design.

SECTION TWO. Town staff will work towards identifying funding resources based on the costs associated with Option Four and will work with a qualified firm on design and execution following the identification of funding.

READ APPROVED AND ADOPTED this 16th day of January, 2024.

X. NEW BUSINESS

F. RESOLUTION NO. 24-01-09B AUTHORIZING THE TOWN OF LAKE LURE TO ACT AS THE FINANCIALLY RESPONSIBLE PARTY FOR THE LAND DISTURBANCE PERMIT RELATED TO THE CELL TOWER CONSTRUCTION

Director Williams explained that the cell tower is still making progress and that he received the application for the land disturbance permit today. Director Williams further explained that the land disturbance permit involves a financially responsible party and that he would like for Council to approve of the Town being the financially responsible party for documentation. Director Williams stated that this permit is all that is remaining and that the contractors are committed to fast tracking the construction of the tower.

Commissioner DiOrio made a motion to adopt Resolution No. 24-01-09B Authorizing the Town of Lake Lure to Act as the Financially Responsible Party for the Land Disturbance Permit

Related to the Cell Tower Construction. Commissioner Doster seconded and all voted in favor. Resolution No. 24-01-09B was adopted as follows:

RESOLUTION NO. 24-01-09B

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE AUTHORIZING THE TOWN OF LAKE LURE TO ACT AS THE FINANCIALLY RESPONSIBLE PARTY FOR THE LAND DISTURBANCE PERMIT RELATED TO THE CELL TOWER CONSTRUCTION

WHEREAS, the Town understands that it is crucial to have a cell tower to support the safety and wellbeing of residents and visitors; and

WHEREAS, the Town has been in the process of working with AT&T to establish the necessary cell tower; and

WHEREAS, AT&T is contracting with Tillman Infrastructure, LLC to complete the construction of the cell tower; and

WHEREAS, the final requirement for Tillman Infrastructure to begin construction is a land disturbance permit required by the North Carolina Department of Environmental Quality; and

WHEREAS, land disturbance permits require a financially responsible party and the party is typically that who owns the land; and

WHEREAS, the Town of Lake Lure owns the land associated with the land disturbance permit for the construction of the cell tower.

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

SECTION ONE. The Town Council authorizes the Town of Lake Lure to act as the financially responsible party for the land disturbance permit related to the cell tower construction.

SECTION TWO. Town Council permits the Town Manager to execute any necessary documents associated with being the financially responsible party.

READ APPROVED AND ADOPTED this 16th day of January, 2024.

Commissioner Doster expressed appreciation for all that Director Williams has done to make the cell tower happen.

Director Williams expressed that he has great confidence in his department. Mayor Pritchett expressed support for the department, as well.

XI. ADJOURNMENT

With no further business, Commissioner DiOrio made a motion to adjourn the meeting at 5:46 p.m. Commissioner Doster seconded and the motion carried 3-0.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



MINUTES OF THE REGULAR WORK SESSION AND ACTION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, JANUARY 24, 2024, 8:30 A.M. AT THE LAKE LURE MUNICIPAL HALL

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem David DiOrio
Commissioner Scott Doster

William Hank Perkins, Jr., Town Manager
William Morgan, Jr., Town Attorney
Brian Houston, PE, LaBella Associates
Richard Carpenter, Dev. & Envir. Review Specialist
Michael Williams, Community Development Director
Michael Dydula, Project Manager
Dustin Waycaster, Fire Chief
Laura Krejci, Communications Director
Jonathan Pittman, PE, Schnabel Engineering
Brendan Stepek, PE, Schnabel Engineering
Laura Shearin-Feimster, Sr. Engr., Schnabel Engineering
Jason Fischer, Morgan Corporation
Gary Johanik, Ruby-Collins
Corey Shull, Ruby-Collins
John Metcalf, the Policy Group
Eric Josey, the Policy Group

ABSENT: Commissioner Jim Proctor
Commissioner Patrick Bryant

I. CALL TO ORDER

Mayor Carol C. Pritchett called the work session and action meeting to order at 8:30 a.m.

II. AGENDA ADOPTION

Commissioner David DiOrio made a motion to adopt the agenda, as presented. Commissioner Scott Doster seconded and the motion carried 4-0.

III. PUBLIC COMMENT

There were no comments from the public.

IV. WASTEWATER TREATMENT PLANT MASTER PLAN PRESENTATION

Brian Houston, PE, LaBella Associates presented the Wastewater Treatment Plant (WWTP) master plan overview (Attachment A). Mr. Houston explained that the purpose of the GLS project is to solve the Town's sewer collection system problems, but there are still issues related to the WWTP that will need to be solved as well. Mr. Houston explained that the WWTP was originally designed to hold a smaller amount of gallons per day (GPD), but current limits are higher. Mr. Houston explained that there are factors that need to be determined including future capacity, site selection, costs, and when the project needs to begin. Mr. Houston detailed that one of the first tasks in the master plan was to determine the service area and total build out flows. It was noted that it is important to account for future development. Mr. Houston explained that he used a comprehensive plan map to determine flow capacity per land use which determines the total build out. Commissioner DiOrio asked if Mr. Houston considered if the design criteria should be the maximum number of hook ups per maximum use, which will likely be during the peak season. Mr. Houston answered that he used the maximum amount based on development and estimated growth rate. It was noted that the Town needs the flexibility to handle larger flows. Project Manager Dydula asked if Chimney Rock Village users were accounted for and Mr. Houston answered yes. Mr. Houston displayed census data from 2020 and detailed a moratorium growth of two percent. Mr. Houston also noted that it is estimated that the population will be around 3,426 by the year 2050. Commissioner DiOrio expressed that once that Town is able to treat the full capacity, the moratorium will likely be released. Mr. Houston agreed and noted that moratorium is connected to the Special Order by Consent (SOC), so the moratorium should be released when the SOC is no longer in place. Manager Perkins agreed with Commissioner DiOrio and Mr. Houston, but noted that staff will find out for certain. Mr. Houston explained that he considered residential growth and how empty lots in Town will develop. It was noted that any lake front property will have to hook up to the new system. Mr. Houston noted that lots with septic were also discussed and that some may connect to the new system and some may not. Project Manager Dydula stated that every homeowner that he has spoken to with septic have expressed that they would prefer to hook on to the new system if they are able. Mr. Houston noted that all of the factors discussed thus far are considered when calculating estimated flows. Mr. Houston noted that based on whether or not the census is accurate, the baseline may or may not need to change. Mr. Houston reviewed total 2050 estimated wastewater flows and total buildout estimated wastewater flows. Mr. Houston added that he considered potential for commercial development growth as well. Manager Perkins noted that the Town may need to review how this connects to the sewer agreement with 1970s Chimney Rock Village. Mr. Houston expressed that he thinks that the

convoluted nature of estimation is complex and advised that Council and staff to read the entire WWTP master plan document thoroughly and note any numbers that may need to be changed. Commissioner DiOrio noted that it seems that other similar communities are comparable and questioned if Mr. Houston looked at similar communities. Commissioner DiOrio noted that the current flow is about 300k without rain or lake effluent, so he feels that the predicted flow numbers are high. Mr. Houston noted that he used DEQ numbers which are 100k per person and that they likely are high. Commissioner DiOrio asked if there are breakpoints and Mr. Houston answered that there is one large breakpoint. Mr. Houston reviewed DEQ's 80/90 rule which entails that when you reach an average flow of 80% of capacity, you must submit a plan for expansion and at 90% you must have construction plans ready to bid. Mr. Houston also reviewed estimations for 2050 related to the 80/90 rule. Mr. Houston explained that engineers generally look at flow numbers through million gallons per day (MGD).

Mr. Houston began reviewing site selection criteria including how much space is needed, what type of process is needed, and what limits to expect. Mr. Houston expressed that the Town needs to plan for major municipal expansion. Mr. Houston discussed ammonia levels are a factor in determining what limits to expect and it was noted that ammonia levels are the Town's main concern. Mr. Houston explained that the site selection needs to be suitable for secondary effluents, have a compact footprint, be flexible for variable flowrates, be efficient in operation and maintenance, and be relatively cost effective.

Mr. Houston reviewed three process alternatives including Integrated Fixed Film Activated Sludge (IFAS), Sequencing Batch Reactor (SBR), and Rotating Biological Compactor (RBC). Mr. Houston reviewed pros and cons of each alternative related to maintenance, odor, and operational complexity. Mr. Houston concluded that IFAS is the recommended alternative. Mr. Houston noted that smallest possible footprint would be 60' x 175', but a plant this compact would ideal.

Mr. Houston reviewed further information regarding site selection. It was noted that three private sites had been evaluated. Mr. Houston detailed that site #1 is a difficult site, gravity feed, and the Town is already discussing purchasing the property. Mr. Houston stated that site #2 is also a difficult site, gravity feed, and is space-limited by a creek. Mr. Houston explained that site #3 is a good site, but requires an influent pump station.

Mr. Houston reviewed capital costs and it was stated that the bottom line for the entire project is \$33.4M. Mr. Houston reviewed various line items.

Commissioner Doster asked if the Town will be required to demolish or decommission the existing plant and Mr. Houston answered that the Town would need to decommission and clean up the existing plant, but the concrete tanks could remain in place if the Town wanted them to.

Mr. Houston explained that determining when to complete the new plant, the GLS replacement will need to be considered. It was noted that the existing plant can treat diluted wastewater, but the new plant will not be able to. Mr. Houston explained that any connections to the existing sewer system will need to be treated at the existing plant. Mr. Houston further explained that this means that as long as the Town has diluted wastewater, the existing plant must stay in use. Mr. Houston expanded that the new plant can be online whenever it is built, but it does

not need to be until the GLS project is completed. Commissioner DiOrio questioned if the Town should run the existing plant and the new plant at the same time because each addition to the new system should reduce effluent and improve issues related to the moratorium. Mr. Houston explained that running two plants at once may or may not mitigate issues. Commissioner DiOrio expressed that it thinks that it would help significantly. Mr. Houston estimated that it will take four years total to start design of the new WWTP. Commissioner DiOrio summarized the big phases for completing the WWTP are design, land procurement, construction. Commissioner DiOrio stated that the Town would have to procure the site location before design. Manager Perkins noted that the Town also needs to establish a capital improvement plan. It was noted that the cost estimates are conservative and in today's dollars. Commissioner DiOrio expressed the importance of procuring land and obtaining funds.

Commissioner Doster made a motion to adjust the agenda to move project manager updates to Item V and renumber subsequent items accordingly. Commissioner DiOrio seconded and all voted in favor.

V. PROJECT MANAGER UPDATES

Project Manager Dydula explained that Morgan Corporation is having a difficult time working with the Town to minimize amount of water below the dam during rain events. It was noted that the valves are currently the top priority, so it is being proposed to leave the gates closed during rain events which makes it hard for Ruby-Collins to complete their work because they need the lake to be drawn down 12 feet at all times. Project Manager Dydula noted that parties from Ruby-Collins, Morgan Corporation, Schnabel Engineering, and LaBella Associates are in attendance. Project Manager Dydula explained that it would be best to pull Ruby-Collins of the project at this time because the Town cannot keep the lake down 12 ft. for Ruby-Collins and account for the valve project at the same time. It was noted that there is usually a fee to break contracts and Ruby-Collins is currently looking at numbers but estimated that the cost will be about \$200,000. Commissioner DiOrio noted that all of pre work for the valve installation ran the normal run of river and asked what had changed. Project Manager Dydula explained that the culverts and the road to go over the dam was designed to handle 500 CFS which was previously thought to be sufficient. It was noted that the Town can sometimes run the small generator during rain events while Morgan Corporation is working, but the large generator floods the bottom of the dam. Jason Fischer with Morgan Corporation explained that the scope of the project was originally meant to happen during a dryer part of the year and that there have been three rain events that have impacted the project. Mr. Fischer added that once Morgan Corporation has completed current scope, they will be able to handle more water. Commissioner DiOrio noted that Morgan's delay ended up overlapping with Ruby-Collins and Project Manager Dydula disagreed and stated that land transaction pushed back the schedule. Commissioner DiOrio asked if Morgan Corporation and Ruby-Collins can operate simultaneously when at normal river rate without rain event and Mr. Fischer answered yes. Project Manager Dydula explained that it will be at least two weeks of work duration to get to that point where they can operate with more water, but after the two weeks bay 5 work will be done which will take an additional two weeks. Project Manager Dydula added that if Ruby-Collins is kept on the job, it would realistically be a month until they could work property during a rain event and that they would only have a month left in the drawdown which would not

allow them to accomplish much work. Project Manager Dydula noted Town he and Ruby-Collins have been brainstorming if they could do any other work during this time and it was inconclusive. Commissioner DiOrio asked what the plan is for the water rate between now and April 1st to allow Morgan Corporation to work. Project Manager Dydula answered that the lake will be kept down 12 feet and the Town will let the lake absorb any of the rainfall instead of opening the gates or using the large generator. It was noted that Schnabel is modeling rain water events to help. It was further explained that if there is more than 6 ft. filled up out of the 12 ft., Town staff will then have to use the gates or generators. Manager Perkins noted that people are working on seawall repairs, but these could continue being worked on with up to a 6 ft. drawdown. Commissioner DiOrio expressed that it is his understanding that this decision is results in the Town managing the safety factor below 6 ft. and limiting to that low flow throughout the valve installation. Commissioner Doster asked Jonathan Pittman with Schnabel had any comments and Mr. Pittman stated that a lot of the factors during critical work were originally scheduled during a dryer time and the rain events that could not have been predicted impacted the project. Mr. Pittman expressed that he thinks that this is the best course to take in order to get the valves installed on time. Commissioner DiOrio expressed that he understood that they are building a safety barrier by making this decision. Commissioner DiOrio asked about the implications for this decision related to Ruby-Collins. Project Manager Dydula explained that the Town will incur costs for time and material, it will be in writing that work is being suspended and that the work will be completed next year. Commissioner DiOrio asked where the pre procured equipment would be stored and Ruby-Collins answered that they are already using laydown area and Public Works. Project Manager Dydula added that all of the equipment should remain on Town property. Commissioner DiOrio expressed that at this point, the Town must support the drain valve installation in order to draw the lake down 20 ft. next year. Mr. Houston expressed that ARPA funds must be spent by 2026 and that he is not concerned about this impacting the spending of funds, but he will be concerned if no work could be done next year. Commissioner DiOrio mentioned that the ARPA money can also fund WWTP work. Commissioner DiOrio expressed appreciation for Ruby-Collins and their increased manpower. Commissioner DiOrio noted that there is now a strategic communication issue and the Town must communicate with citizens. Commissioner DiOrio added that the Town will also need to communicate with DEQ and Mr. Houston agreed to speak with DEQ, but expressed that he does not think that they will have any concerns. Project Manager Dydula stated that he thinks that the residents of the Town understand that the two projects are related and that the valve installation is the current priority and Commissioner Doster agreed. Commissioner DiOrio asked that Morgan Corporation complete the concrete work by the end of March because the lake must come up after that. Mr. Fischer explained that it is also in Morgan Corporation's best interest to complete concrete work before because they will eventually need the lake raised to access their barge. Project Manager Dydula said a couple of additional weeks of draw down could be requested. Mayor Pritchett responded that Council would need to be notified of that request as soon as possible. Mayor Pritchett stated that the community understands the importance of the valve installation. Project Manager Dydula expressed that Morgan Corporation and Schnabel Engineering have done a fantastic job at figuring out how to make the valve installation project continue to proceed.

Project Manager Dydula noted that the only other topic that he has to report is that he is meeting with the North Carolina School of Government in the near future to discuss whether or not the Town can sole-source LaBella Associates for dredging.

VI. ARBOR DAY 2024 PROPOSAL PRESENTATION

Specialist Carpenter noted that the Town has lost more trees than have been planted in recent years and recommended holding an Arbor Day event in which the community plants trees in Morse Park. Mr. Carpenter explained that he is working with Parks, Recreation, and Trails Coordinator Dana Bradley on a tree project and that he has been responsible for tree planting and planning at former locations. Specialist Carpenter added that he has the background to manage this type of event, but will have the help of the Parks and Recreation Department. Specialist Carpenter requested Council's approval to allow him to proceed with hosting an Arbor Day event with key stakeholders in the community, such as the Lake Lure Classical Academy and the Lake Lure Flowering Bridge. Specialist Carpenter expressed that there is a need for additional canopy and that a good location for increased canopy would be along the creek bank. Specialist Carpenter added that it would be beneficial to plant different types of species that are good for tree banks and buffer/sedimentation control. Mayor Pritchett asked if the trees would be donated or if the Town would pay for them. Specialist Carpenter noted that the Town would likely have to pay, but the most expensive species would be about \$170. Commissioner DiOrio expressed that he loves the idea and thinks that it could create a larger movement that encourages residents to clean their properties and plant trees. Manager Perkins noted that he had a similar event held in a park at a prior Town and that the trees had sponsorships. Commissioner Doster noted that Morse Park plan amenities would need to be accounted for when planting trees. Specialist Carpenter stated that they would only be planted along the riparian buffer or were there were trees previously. Council members expressed support. Commissioner DiOrio recommended that Specialist Carpenter present this to the regular Council meeting in the future.

VII. REVIEW TEXT AMENDMENT FOR CODE OF ORDINANCES SECTION 36-70

Director Williams explained that the proposed text amendment basically corrects a discrepancy within the ordinances. Director Williams expanded that there is a schedule that shows setbacks which references R-4 district as having the same side and rear setbacks as most other residential districts, but R-4 is specifically called out as having different side and rear setbacks in a different section. Director Williams expressed that because R-4 is specifically called out as having different setbacks, staff feels that there was a specific reason in doing so and that the schedule should be amended to reflect the setbacks that are specified for R-4. It was noted that R-4 is residential office district.

VIII. REVIEW PRELIMINARY DRAFT OF LEASE FOR 2654 MEMORIAL HIGHWAY

Manager Perkins explained that he and Town Attorney William Morgan have been working on a base lease draft for 2654 Memorial Highway based on other leases that Attorney Morgan had drafted and elements from Mr. Paul Brock and Mr. Wade Oppliger's proposal. It was detailed that Mr. Brock's LLC will be signing the lease and that he will work with Mr. Oppliger under a separate agreement. Manager Perkins noted that the dates listed are fluid and that Mr. Brock and Mr. Oppliger had not yet seen the draft lease. Manager Perkins pointed out that the price of rent is \$4000 per month

and that the concession fees are detailed. Manager Perkins added that there will be annual increases based on CPI. It was noted that the proposal acts as an exhibit that is cited in the lease. Manager Perkins made note that an element that is not yet included is the Town's responsibilities because there are three components that still have yet to be determined including the deck which the Town has not received requested details about, three to four parking spaces, and horizontal grooves in boat ramp. Manager Perkins noted that there is a land use component that will have to be resolved because they cannot fit a deck without encroaching on property lines, so Mr. Brock and Mr. Oppliger are working with Community Development to figure out a solution.

Mayor Pritchett noted that it is her understanding that Council's approval was for negotiations rather than all details in the proposal. Commissioner DiOrio expressed that he does not think the proposal should be part of the lease. Commissioner DiOrio recommended providing a mechanism to allow the Town review and approve any temporary or permanent structures or structural improvements on a case by case basis, rather than citing the proposal. Commissioner DiOrio noted that with his recommended caveat, it establishes a mechanism that allows Mr. Brock and Mr. Oppliger to decide what they want to do and for the Town to make final approvals. Attorney Morgan noted that it would be possible to remove the proposal as an exhibit and Commissioner DiOrio expressed support for removing the proposal. Commissioner Doster asked where the WNC Collective is detailed in this lease. Commissioner DiOrio expressed that it is his understanding the current draft of the lease lists Mr. Brock's LLC as the tenant and allows him to sublet the building and Attorney Morgan agreed, but added that they cannot sublet without the Town's permission. Council members expressed that they would like the lease to mention the WNC Collective.

Council discussed the role of the Parks and Recreation Board in determining what activities are permitted on the property. It was concluded that Council would only like the Board to make recommendations specifically related Pool Creek Park or similar land use. It was noted that all other approvals will go directly to Council who will be provided with information from Community Development.

Manager Perkins noted that Parks, Recreation, and Lake Director Dean Givens had mentioned that there may be a need to detail the lake use model in the lease. Commissioner DiOrio recommended establishing a minimum annual concession fee equivalent to \$5,000. Commissioner DiOrio noted that Mr. Brock and Mr. Oppliger have already been informed that their non-motorized operations would require commercial permits, a concession agreement, and must be in the commercial model. Commissioner DiOrio recommended detailing this in the lease.

Mayor Pritchett asked why they would halt rent for 90 days upon entering into the lease agreement. Attorney Morgan noted that it is common for commercial to allow a 90 day period without rent, but this detail can be removed from the lease.

Manager Perkins noted that there is a 180 day notice for the five year option prior to the expiration of the initial five year term. Council discussed that the tenants will not be able to break the initial five year lease without consequences.

It was discussed that all improvements aside from trade fixtures would become town property after the end of the lease.

Commissioner DiOrio recommended removing the proposal as the exhibit aside from the graphic. Commissioner DiOrio also recommended that Mr. Brock's LLC, Mr. Oppliger's boat operations, and the WNC Collective should all be addressed in the lease. Commissioner DiOrio asked that all of the parties be signatories on the lease. Manager Perkins agreed to discuss with Mr. Brock and Mr. Oppliger that the Town would like for WNC Collective to be involved in the lease because it was a big part of the reason that Council opted for negotiations for their proposal. Commissioner DiOrio noted that it is in Mr. Brock's best interest to include the Collective in the lease because it would hold them accountable as well.

Manager Perkins and Attorney Morgan will meet with Mr. Brock and Mr. Oppliger to further discuss details.

IX. REVIEW VOLUNTEER BOARD APPLICATIONS

It was discussed that the applications were provided for Council's review prior to making appointments during the regular February meeting. It was also noted that there may be one vacancy on the Board of Adjustment / Lake Structure Appeals Board and that there is not an urgent need to fill the vacancy because the Board has alternative members.

X. TOWN MANAGER UPDATES

Manager Perkins announced has arranged a community meeting with Duke Energy on February 20th at 3:00 p.m. It was noted that Chimney Rock Village should be involved, as well.

Manager Perkins recalled past discussions regarding electric vehicle (EV) chargers and explained that staff will be re-visiting the maintenance agreement with NovaCHARGE that was previously reviewed. Manager Perkins explained that it has been determined that it would be beneficial to enter into this agreement rather than a more complex agreement with another company because of future updates to Morse Park that could impact the chargers. There was consensus to approve the maintenance agreement with NovaCHARGE under the consent agenda at the next regular meeting. Manager Perkins expressed that the agreement needs to be in place soon, so the chargers can be ready for use during the peak season.

Commissioner Doster noted that he received a message about the Town's voting precinct and that the County made the decision to have the precinct located in Bills Creek.

XI. LEGISLATIVE UPDATE WITH THE POLICY GROUP

Mr. John Metcalf and Mr. Eric Josey with The Policy Group thanked Council for allowing them to come speak today. Mr. Metcalf explained that he would like to begin discussing the 2024 legislative session. Mr. Metcalf explained that the general assembly will be starting the short legislative session in April or May, and that The Policy Group would like to provide the Town with an expected timeline and discuss legislative needs. Mr. Metcalf explained that they would also like to discuss strategies and manage expectations. Mr. Metcalf explained that North Carolina

operates a biennium budget. It was detailed that the most recent legislative session was longer than expected because of unexpected topics emerging, but the state did pass the budget. Mr. Metcalf added that the short sessions, which happen during even years, have a main purpose of tweaking the existing budgets. Mr. Metcalf explained that short sessions typically last three months and usually conclude on time. It was noted that with the upcoming election season, legislators are eager to complete the legislative session and begin working on campaigning. Mr. Metcalf expressed that it will be a competitive election season and a lot of money will be raised, and when legislators are in session it prohibits them from receiving any PAC money or participating in other campaigning mechanisms. Mr. Metcalf explained that the budgeting process should start now and that about 70 percent of the budget will be completed prior to the session, while the remaining 30 percent will be determined during the session. It was discussed that there is potential that the budget will be passed with a few spending bills, but municipal spending will likely be off the table. Mr. Metcalf added that when it is time to begin considering legislative bills, it is important to have them prepared to the level that they will be passed. Mr. Metcalf explained that only a handful of bills get passed through the assembly and many do not even move. It was noted that republicans have super majorities in both chambers. Mr. Metcalf stated that The Policy Group is happy to help the Town, but there are also great legislators that the Town can work with right now.

Commissioner DiOrio noted that the big picture is that the Town is making progress on multiple projects. Commissioner DiOrio explained that the Town previously received \$16 million for the dam replacement, but costs have tripled since then. Commissioner DiOrio explained that there is a long way to go on infrastructure projects, but Lake Lure is doing all that is possible to keep the projects on track including contributing and utilizing a number of appropriations, but more funding will be necessary in the future. Commissioner DiOrio asked what the Town's approach should be to continue to be on the bill. Mr. Metcalf explained that the Town would have to be on a budget bill, but there are sometimes non-local standalone bills. Mr. Metcalf added that he would recommend approaching budget bills unless it is a bill in regard to a policy. Commissioner DiOrio asked if the Town has a play in the budget bill and what the Town would need to provide to The Policy Group to make that happen. Mr. Metcalf answered he Town always has a play, but there is a strategy that since it is election season, it would behoove legislators to run bills prior to elections and be in good standing with constituencies. Mr. Metcalf explained that the Town would need to provide The Policy Group a realistic number request and Mr. Metcalf would approach legislators and start lobbying.

Manager Perkins mentioned the public safety building and fire apparatus that the Town currently has studies and reports on and asked if it would be better to seek funding for these items rather than major projects since there are existing funds and a longer timeline associates with those projects. Commissioner DiOrio expressed that as the Town continues to invest in infrastructure, it might be beneficial to have a near term focus on public safety based on the space needs study. Commissioner DiOrio explained that medical services in Rutherford County are currently chaotic because there was a non-profit structure that stopped operations, leaving medical services to the responsibility of the government and that hiring issues in the field have negatively impacted response times. Commissioner DiOrio added that this would be mitigated in Lake Lure with better accommodations for emergency services personnel. Mayor Pritchett and Commissioner Doster noted that Town staff is currently the only medical care in the Town, and they are constantly gaining more certifications to provide better services. Manager Perkins expressed that he thinks

that the Town has a good plan to enhance public safety facilities through the recent studies conducted. Mayor Pritchett asked Fire Chief Dustin Waycaster how many paramedics are in Rutherford County. Chief Waycaster explained that there are a limited number and that the County and municipalities are having issues retaining staff because other areas are recruiting with the ability to pay higher wages. Chief Waycaster noted that being able to upgrade the public safety facility would make the Town eligible for a Staffing for Adequate Fire and Emergency Response (SAFER) grant. Chief Waycaster added that a SAFER grant would help the Town with funding for recruitment and retention. Mr. Metcalf explained that there will be less money involved in the legislative short session it will be less money, so he thinks that it is wise to go after public safety funds during this session rather than funding for infrastructure. Mr. Metcalf added that it seems that public safety is an urgent matter for the community. Mr. Metcalf requested that the Town gather information to present to legislators to ask for public safety funds. Manager Perkins explained that the Town already has studies including costs and alternatives. It was discussed that the Town would like a facility for both fire and police at some point, but fire is the main priority at this time. Mr. Metcalf asked how much the Town would like to ask for funding for public safety and Manager Perkins answered that Town staff is in the process of looking at debt service and determining how much to ask for supplementation. Mr. Metcalf recommended asking for an attainable number such as \$1 million or less. It was noted that the Town would need to prove to legislators that the funds are necessary. Mr. Metcalf advised that the Town provide him with a couple of different numbers to ask for and he will speak with Senator Moffitt. Chief Waycaster stated that the fire apparatus will cost about \$760,000 and it will cost about \$120,000 for equipment to outfit the apparatus. Manager Perkins noted that it would be beneficial to receive state funding to help with the design of the public safety facility, as well. Manager Perkins mentioned the capital reserve that the Town has established for buildings and land and detailed that \$50,000 was earmarked for the public safety facility. Chief Waycaster explained that the Lake Lure department responds to the calls from Chimney Rock State Park and that the Town does not receive any revenues from the State Park. Communications Director Laura Krejci agreed and noted that the State Park's numbers have increased significantly this year. There was consensus ask for public safety funds during this session. It was noted that the Town has documents and will build additional supporting details to present to legislators. Commissioner DiOrio asked when the Town would need to provide The Policy Group with the necessary information and Mr. Metcalf answered that it would be needed by early February. Mr. Metcalf recommended that Council invite legislators to speak at a Council meeting. Council thanked the Policy Group.

XII. ADJOURNMENT

Commissioner DiOrio made a motion to adjourn. Commissioner Doster seconded and all voted in favor. The meeting was adjourned at 12:06 p.m.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett



Town of

Lake Lure

est. 1927

North Carolina

Attachment A

WASTEWATER TREATMENT PLANT MASTER PLAN

OVERVIEW
JANUARY 24, 2024



LaBella

Powered by partnership.

Meeting Packet Page 62 of 149



WHY?

GLS will solve the Town's sewer collection system problems, but the WWTP

...sits on a tiny site in the flood plain

...has no process redundancy

...was designed for only 350,000 gpd

...struggles to meet current limits

...can't treat undiluted wastewater

...is 55 years old



‘MASTER PLAN’ - LEVEL ISSUES

Capacity to serve now and future

Where to put it – i.e., Site Selection

How much space is needed?

What type of process is needed?

What limits do we expect?

How much will it cost?

When do we need to start?

CAPACITY

Define Service Area

Identify Density and Use Types

Ultimate / Build-Out

Estimate Growth Rate

Planning Horizon (25 years – 2050)

CAPACITY

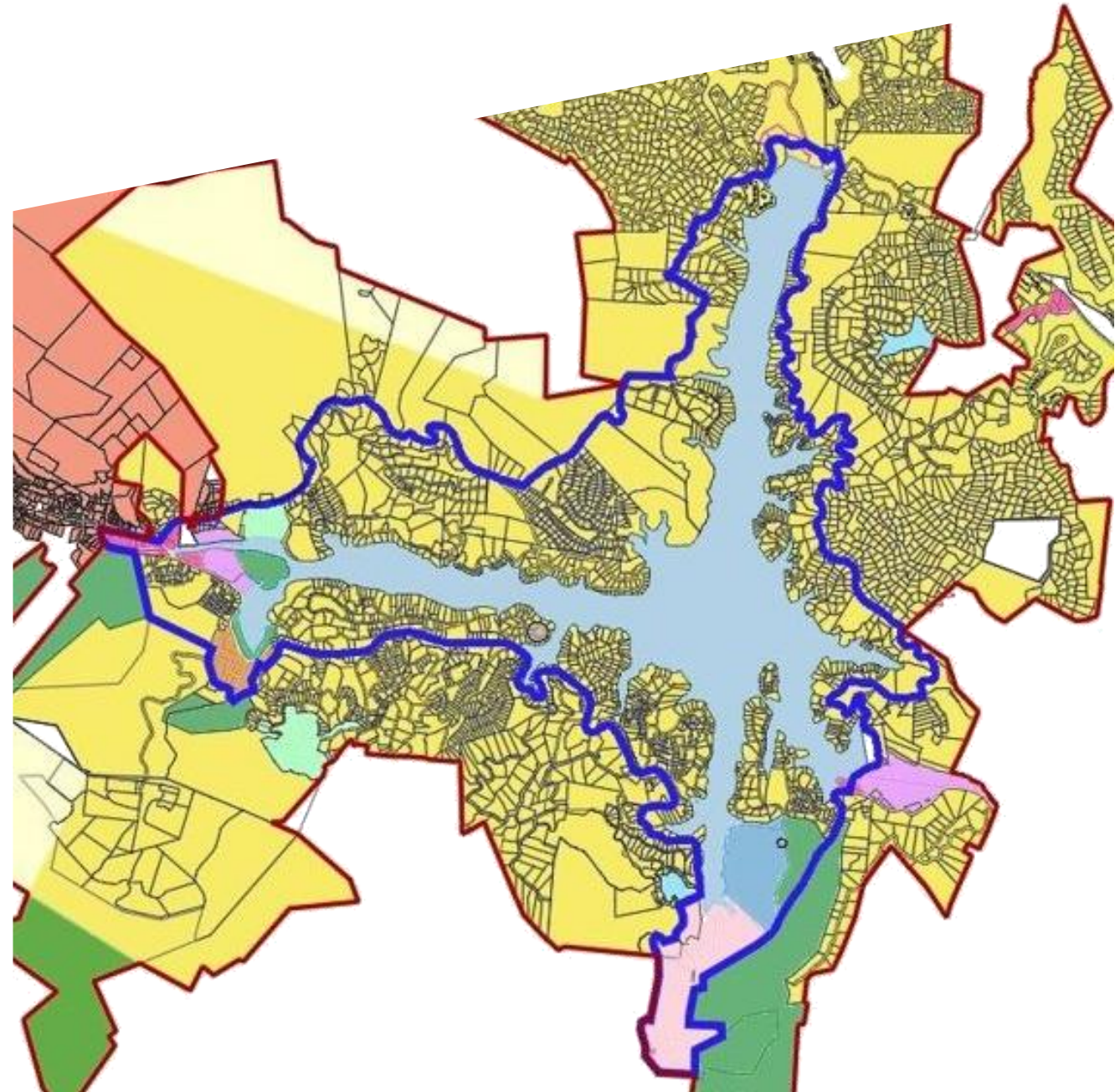
Define Service Area

Identify Density and Use Types

Ultimate / Build-Out

Estimate Growth Rate

Planning Horizon (25 years – 2050)



CAPACITY

Define Service Area

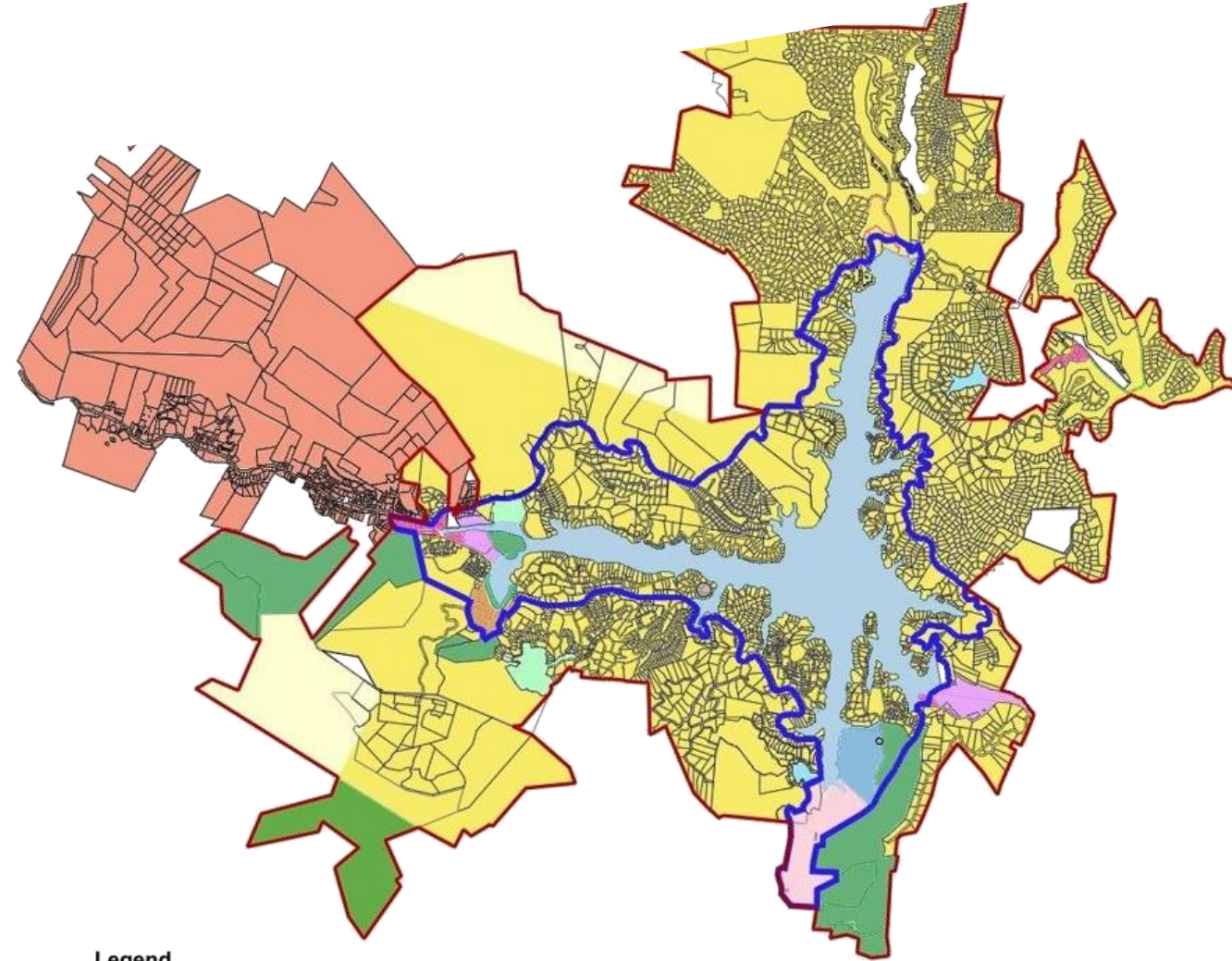
Identify Density and Use Types

Ultimate / Build-Out

(Entire Service Area 100% Developed)

Estimate Growth Rate

Planning Horizon (25 years – 2050)



Legend

- | | |
|------------------------------|--------------------------------|
| Service Area | Residential |
| Parcels | Residential/Office |
| Town Boundary | Local Commercial |
| <u>Future Land Use</u> | |
| Open Space | Mixed-Use Specialty Commercial |
| Recreational | Mixed-Use Service Commercial |
| Resort Residential | School/Camp |
| Very Low Density Residential | Government |
| | Chimney Rock |

CAPACITY

Define Service Area

Identify Density and Use Types

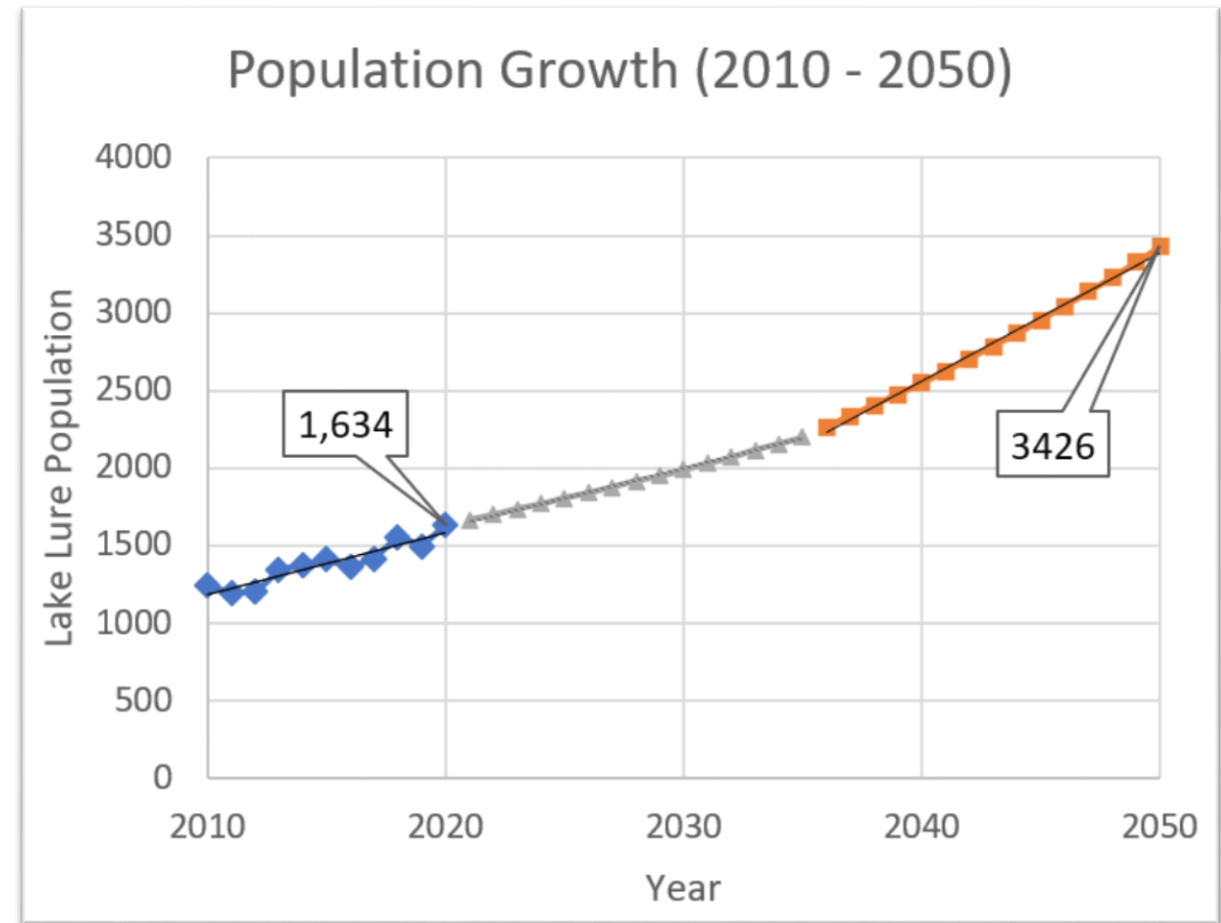
Ultimate / Build-Out

(Entire Service Area 100% Developed)

Estimate Growth Rate

Planning Horizon (25 years – 2050)

(Some of Service Area not fully Developed)



2010 – 2020: data given by Census (2.8% average)
2020 – 2035: moratorium-limited growth of 2.0% annual average
2036 – 2050: annual growth of 3.0% post-moratorium

CAPACITY

Planning Horizon (25 years – 2050)

(Some of Service Area not fully Developed)

Ultimate / Build-Out

(Entire Service Area 100% Developed)

Table 9. Total 2050 Estimated Wastewater Flows

Wastewater Source	Flow (gpd)
Residential	335,000
Commercial, Institution, Government	63,400
Vacationers	140,000
Chimney Rock Village	38,400
Rumbling Bald Resort	146,000
Total Estimated Flow	722,800

Table 7. Total Buildout Estimated Wastewater Flows

Wastewater Source	Flow (gpd)
Residential	335,000
Commercial	408,500
Vacationers	205,000
Chimney Rock Village	38,400
Rumbling Bald Resort	146,000
Total Estimated Flow	1,132,900

CAPACITY

DEQ's '80/90 Rule'

*Once average flows reach 80% of capacity, you must submit a plan for expansion
(At 90%, you must have construction plans ready to bid)*

Table 9. Total 2050 Estimated Wastewater Flows

Wastewater Source	Flow (gpd)
Residential	335,000
Commercial, Institution, Government	63,400
Vacationers	140,000
Chimney Rock Village	38,400
Rumbling Bald Resort	146,000
Total Estimated Flow	722,800

$$\frac{722,800}{80\%} = 903,500$$

(round up to 0.995 MGD)

Table 7. Total Buildout Estimated Wastewater Flows

Wastewater Source	Flow (gpd)
Residential	335,000
Commercial	408,500
Vacationers	205,000
Chimney Rock Village	38,400
Rumbling Bald Resort	146,000
Total Estimated Flow	1,132,900

$$\frac{1,132,900}{80\%} = 1,416,125$$

(round up to 1.5 MGD)

SITE SELECTION

How much space is needed?

What type of process is needed?

What limits do we expect?



SITE SELECTION

How much space is needed?

What type of process is needed?

What limits do we expect?

DEQ Indicated that as long as

...discharge is to Broad River itself near existing
...flow continues to be *minor* municipal (<1 mgd)

then we should expect limits similar to existing*
(no Phosphorus or Nitrogen limit; maybe tighter Ammonia)

SITE SELECTION

How much space is needed?

What type of process is needed?

What limits do we expect?

Suitable for Secondary effluent
Compact footprint
Flexible for variable flowrates
Efficient in Operation & Maintenance
Relatively cost-effective

PROCESS ALTERNATIVES

INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS)



SEQUENCING BATCH REACTOR (SBR)



ROTATING BIOLOGICAL CONTACTOR (RBC)



PROCESS ALTERNATIVES - PROS

INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS)

Dense Biomass
(smaller reactor)

Attached Biomass
(ok for variable loads)

Higher Sludge Age
(less sludge)

Less Suspended Biomass
(smaller clarifier)

Less Aerated Volume
(lower energy)

Adaptable Process
(ok for stricter limits)

Smaller Basins
(lowest capital cost)

SEQUENCING BATCH REACTOR (SBR)

Reconfigurable Process
(ok for variable loads)

Single-Basin Process
(no separate clarifier)

Reconfigurable Process
(ok for stricter limits)

Fewer Basins (but EQ req'd)
(lower capital cost)

ROTATING BIOLOGICAL CONTACTOR (RBC)

Dense Biomass
(smaller reactor)

Attached Biomass
(ok for variable loads)

Higher Sludge Age
(less sludge)

No Suspended Biomass
(smallest clarifier)

No Mechanical Aeration
(lowest energy)

Minimal # of Motors
(quietest operation)

Smaller Basins
(lower basin cost)

PROCESS ALTERNATIVES - CONS

INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS)

Maintenance
Typical for Activated Sludge WWTPs, except...
Media replacement every 15-20 years

Odor
Typical of aerated WWTPs

Operational Complexity
Typical for Activated Sludge WWTPs

SEQUENCING BATCH REACTOR (SBR)

Maintenance
Difficult for multiple items of in-basin equipment
Complex automation = many points of possible failure

Odor
Typical of aerated WWTPs

Operational Complexity
Highly dependent on computer automation

ROTATING BIOLOGICAL CONTACTOR (RBC)

Maintenance
Contactors require frequent inspection & maintenance
Normal operation can lead to shaft imbalance & failure

Odor
Highest potential odor

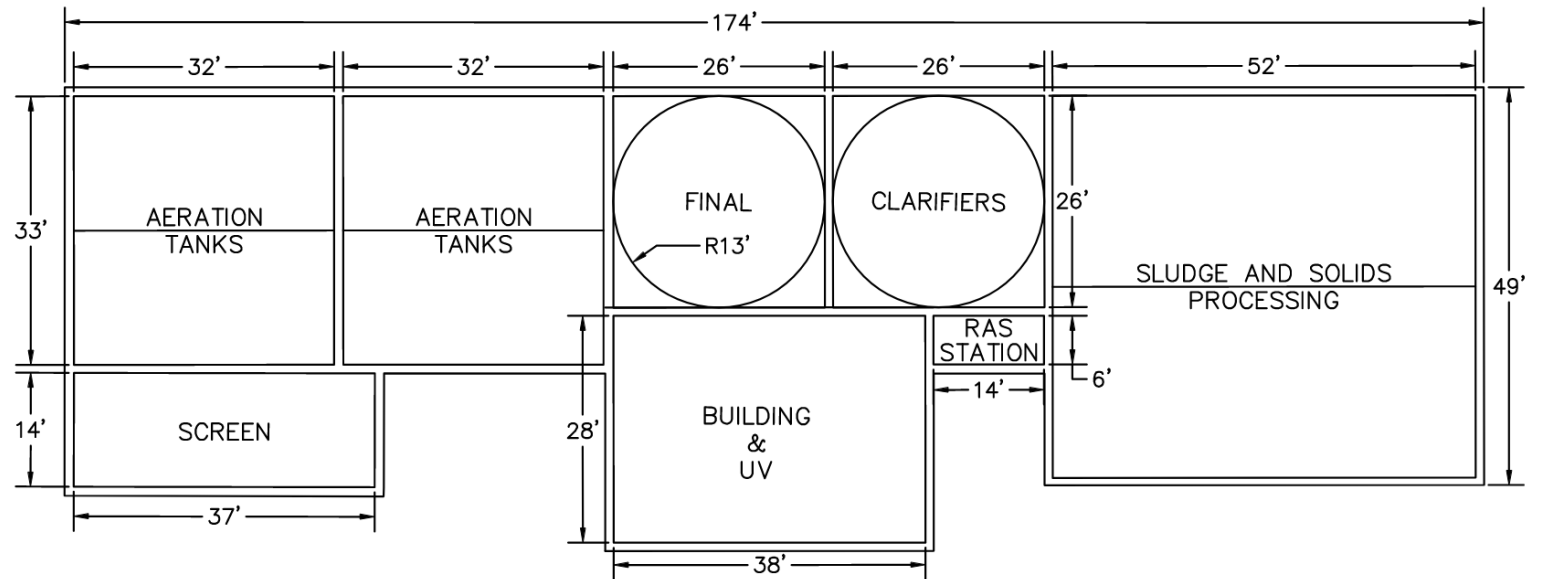
Operational Simplicity
...but sensitive to cold temperatures

RECOMMENDED ALTERNATIVE

INTEGRATED FIXED FILM ACTIVATED SLUDGE (IFAS)



Most compact layout (common-wall everything)
60' x 175' – overall similar to existing WWTP site



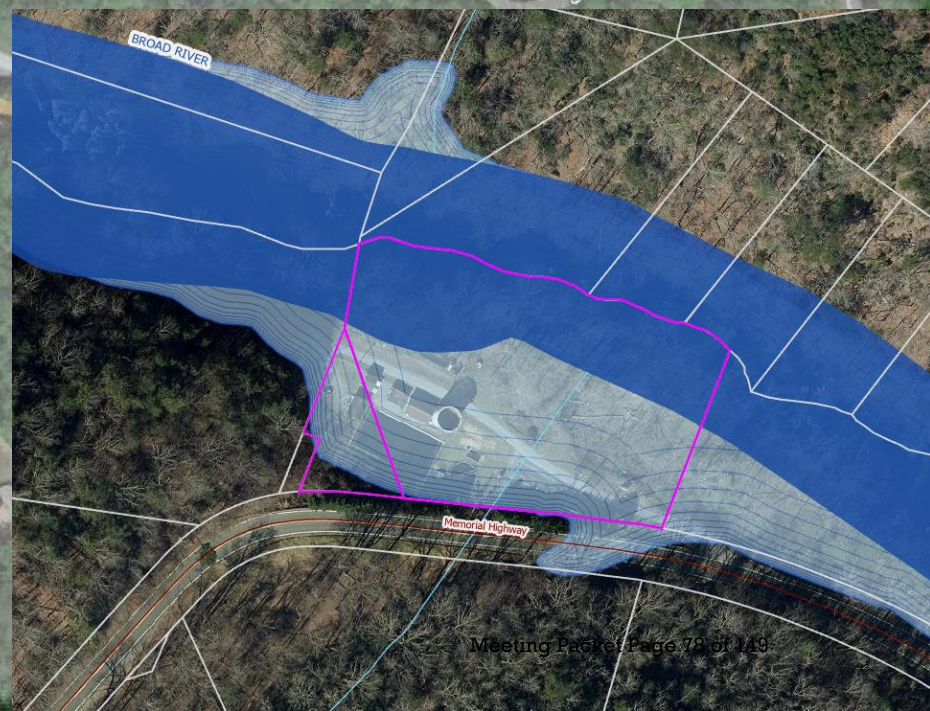
...but likely more space needed to enable vehicle access to all areas for major maintenance, and for future expansion

SITE SELECTION

How much space is needed?

What type of process is needed?

What limits do we expect?



SITE SELECTION

How much space is needed?

What type of process is needed?

What limits do we expect?

1

Three private sites evaluated

#1 (shown) – Difficult site, gravity feed, Town is already purchasing

#2 – Difficult site, gravity feed, space-limited by a creek

#3 – Good site, requires influent pump station

Table 13. Recommended WWTP Project Budget

<u>Item Description</u>	<u>Cost</u>
IFAS WWTP Facility (Generic Site)	-
Influent Screen	\$700,000
Aeration Basins	\$2,750,000
Clarifiers	\$1,450,000
Return Pump Station	\$175,000
Disinfection	\$1,560,000
Building	\$400,000
Blowers	\$1,300,000
Aerobic Digester Tank	\$975,000
Plant Piping	\$3,200,000
Electrical	\$3,200,000
WWTP Facility Subtotal	\$15,710,000
Site-Specific Costs (Site 1)	
Influent Sewer	\$600,000
Effluent Sewer	\$66,000
Excavation	\$1,250,000
Ruggedness Premium	\$2,000,000
Site Development (drainage, pavement, etc)	\$1,300,000
Demolition of Existing WWTP	\$500,000
Site Subtotal	\$5,716,000
Construction Costs	\$21,426,000
Contractor's OH&P @ 15%	\$3,210,000
Contingency @ 20%	\$4,290,000
Construction Total (2023 Dollars)	\$28,926,000
Engineering Design @ 10%	\$2,890,000
Construction Engineering @ 5%	\$1,450,000
Property Acquisition	\$100,000
Project Total (2023 Dollars)	Approx. \$33.4M

CAPITAL COST

Considerations

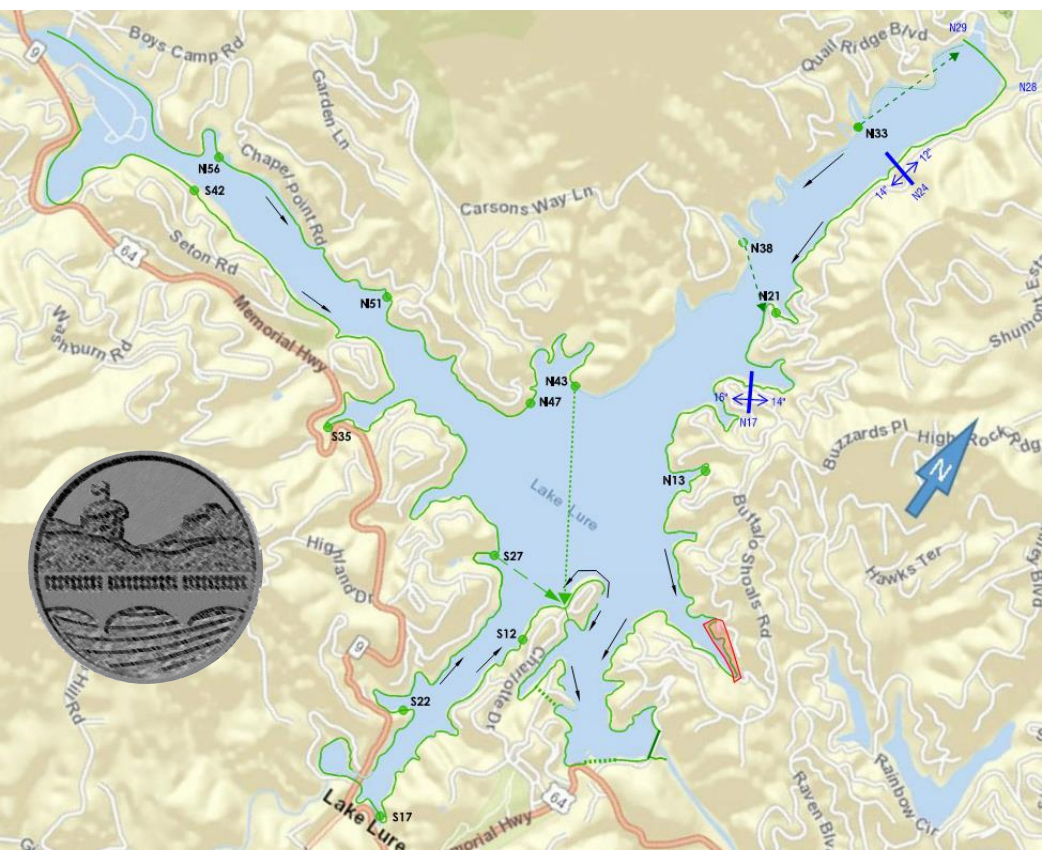
Common-wall construction as much as possible

Gravity to & thru WWTP, except for sludge pumping

Large 'Ruggedness Premium' due to difficult site

Sludge processing via pending press equipment

2023 values (inflation to construction mid-point needed)



WHEN?

Existing WWTP *can* treat diluted wastewater



New WWTP *won't* treat diluted wastewater

Diluted wastewater continues until existing SASS is cut off

Task Name	Year -5				Year -4				Year -3				Year -2				Year -1				Year 1			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Design of WWTP					█																			
Permitting of WWTP									█															
Contractor Procurement																								
Construction of New WWTP																								
Commissioning New WWTP																								
Completion of GLS																								
Operation of Existing WWTP	▨																							





Town of

Lake Lure

est. 1927

North Carolina

WASTEWATER TREATMENT PLANT MASTER PLAN

OVERVIEW

JANUARY 24, 2024



LaBella

Powered by partnership.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: February 13, 2024**

SUBJECT: Approval of Maintenance Agreement for Electric Vehicle Chargers with NovaCHARGE

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number: B
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

The Town's electric vehicle (EV) charging stations are not currently functioning properly. Town staff is recommending that the EV charging stations be replaced with NovaCHARGE stations. NovaCHARGE has provided the Town with a proposed maintenance agreement that includes a term of three years and would automatically renew unless otherwise notified. Furthermore, Town staff is recommending to pass-through the electric charge and Town costs to the users of the chargers through a minimal charging fee.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Maintenance Agreement for Electric Vehicle Chargers with NovaCHARGE.

ATTACHMENTS:

Maintenance Agreement; Warranty and Product Registration

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**NovaCHARGE
ChargeUP
SERVICES AND SUBSCRIPTION AGREEMENT**

IMPORTANT – READ CAREFULLY: This is a legal agreement (“Agreement”) between you (“SUBSCRIBER”) and NovaCHARGE, LLC (“NovaCHARGE”).

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE CHARGEUP SERVICE, ASSOCIATED DOCUMENTATION, OR ANY PORTION THEREOF AND DO NOT REQUEST OR ACCEPT SUPPORT SERVICES FROM CHARGEUP. BY ACCESSING THE CHARGEUP SERVICE YOU ARE DEEMED TO ACCEPT THIS AGREEMENT. WARRANTIES, SUPPORT, LICENSES, AND DAMAGES ARE DISCLAIMED AND/OR LIMITED BELOW, PLEASE READ ENTIRELY AND CAREFULLY.

NovaCHARGE principal place of business: 4201 Vineland Rd, Ste I-5, Orlando, FL 32811 (“NovaCHARGE”); and

WHEREAS:

- A. NovaCHARGE is a provider of ChargeUP (as defined below) for managing the charging of electric vehicles.
- B. The Subscriber is an owner and/or operator of Charging Stations (defined below) and wishes to register its Charging Stations on ChargeUP and to avail itself of the ChargeUP Network Services (as defined below) for the Charging Stations on the terms and subject to the conditions set out in this Agreement. The following Subscriber scenarios are supported:
 - (1) The Subscriber may be a “Host,” which operates Charging Stations, setting pricing and usage rules, as provided to them by a Subscriber that owns the Charging Station and is a Station Manager;
 - (2) The Subscriber may be a “Station Manager,” which owns the Charging Station, but does not set pricing and usage rules; and
 - (3) The Subscriber may be both a Station Manager and a Host.
- C. To enable the Subscriber to use the ChargeUP Network Services, NovaCHARGE will grant the Subscriber the right to access ChargeUP and use the ChargeUP Network Services on the terms and subject to the conditions set out in this Agreement so that a Driver can charge their electric vehicle (EV).

OPERATIVE PROVISIONS

In consideration of, among other things, the mutual agreements and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

“Authorization” means the (i) Subscriber may grant a Known Driver with the right to access a Charger, based on usage and pricing rules or (2) the Subscriber authorizing new administrative users to use the ChargeUP system as one of their licensed users.

“Business Day” means a day (other than a Saturday, Sunday or public holiday) on which banks in the United States of America are open for general banking business.

“ChargeUP” means services provided by NovaCHARGE for a managing the charging of electric vehicles and for providing ChargeUP Network Services as more fully described at www.novacharge.net.

“ChargeUP Network Services” has the meaning set out in Section 4.1.

“Charging Session” means a session during which a Driver is using the Subscriber’s Networked Charging Station to charge their electric vehicle and which lasts for a continuous period of time commencing when a Driver has accessed such Networked Charging Station and ending when such Driver has terminated such access.

“Charging Station” means an electric vehicle charging station owned or leased by the Subscriber.

“Collection and Processing Fees” means the fees charged by NovaCHARGE for the management, collection and processing of Session Fees on behalf of the Subscriber and the remittance of any balance to the Subscriber.

“Commissioning” means activation of a Charging Stations onto ChargeUP.

“Confidential Information” has the meaning set out in Section 10.

“Driver” means a person or entity of an electric vehicle that avails itself of charging and other services from any Networked Charging Station.

“Driver Fee” means the fees charged to a Driver for a Charging Session.

“Deduction” means the amounts withheld by NovaCHARGE from the amounts charged to a Driver for a Charging Session to cover (i) a Collection and Processing Fee; (ii) Driver Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.

“Fees” has the meaning set out in Section 5.1.

“Net Session Fee” means a transaction fee that is charged to the Driver for each Charging Session. The Net Session Fee can be paid by the Host or the Driver.

“NovaCHARGE Services” means, collectively, the various service offerings made available for subscription from time to time by NovaCHARGE.

“NovaCHARGE Marks” means the various trademarks, service marks, names and designations used in connection with the NovaCHARGE products and services, including, without limitation, the mark “NovaCHARGE” and “ChargeUP.”

“Initial Term” shall mean the purchased period on the sale invoice, commencing on the Effective Date.

“Insolvency Event” shall be deemed to have occurred, in relation to any person or entity, when such person or entity files, or consents to the filing against it, a petition for relief under any bankruptcy or insolvency laws, makes an assignment for the benefit of creditors or consents to the appointment of a receiver, liquidator, assignee, custodian, trustee or other official with similar powers over a substantial part of its property; or a court having jurisdiction over such person or entity or any of the property of such person or entity shall enter a decree or order for relief in respect thereof in any involuntary case under any bankruptcy or insolvency law, or shall appoint a receiver, liquidator, assignee, custodian, trustee or official with similar powers over a substantial part of the property of such person, or shall order the winding-up, liquidation or rehabilitation of the affairs of such , and such order of decree shall continue in effect for a period of sixty (60) consecutive days.

"Intellectual Property Rights" or "IPRs" shall mean all intellectual and industrial property rights of whatever nature anywhere in the world and all rights pertaining thereto, whether recorded or registered in any manner, or otherwise, including without prejudice to the foregoing generality, patents, trademarks, registered designs (including applications for any of the same), copyright, design rights, semi-conductor topography rights, database and software rights, mask works, trade secrets, know-how, business names, trade names, brand names, domain names and all other legal rights anywhere in the world protecting such intangible property.

"Known Driver" means a Driver who is known or has a business relationship with the Subscriber. Examples of Known Drivers are fleet drivers, employees or residents, associated with the Subscriber.

"Networked Charging Stations" means any Charging Stations that have been registered and activated on ChargeUP. Each charge connector or charge port of a Charging Station is considered as one Networked Charging Station; accordingly, a dual port Charging Station counts as two Networked Charging Stations.

"Personally Identifiable Information" or "PII" means information that can identify the Driver.

"Session Fees" means the fees set by the Subscriber for a Charging Session, including any applicable Taxes and/or Regulatory Charges.

"Subscribed Services" means any Services subscribed for by the Subscriber.

"Subscriber Data" has the meaning set out in Section 6.3.

"Subscription Fees" means the fees charged by NovaCHARGE for the use of the ChargeUP Network Services per Networked Charging Station per year set forth in Annexure C or the quote provided by NovaCHARGE.

"Term" means (i) the Initial Term, and (ii) each Additional Term, unless this Agreement is terminated earlier pursuant to Section 8.

2. NOVACHARGE RESPONSIBILITIES

2.1 NovaCHARGE Responsibilities. Subject to the terms and conditions of this Agreement, NovaCHARGE agrees to (a) operate, maintain, administer and support ChargeUP and (b) provide the Subscribed Services to the Subscriber and its Networked Charging Stations.

2.2 License of ChargeUP. In connection with its obligations under Section 2.1, NovaCHARGE hereby grants to the Subscriber, and the Subscriber hereby accepts, a non-transferable and non-exclusive right and license to use ChargeUP during the Term.

2.3 Limitations. NovaCHARGE shall not be responsible for, and makes no representation or warranty with respect to, the following: (i) continued and uninterrupted availability of sufficient electrical power to any of the Subscriber's Charging Stations and consequently any failure or interruption to ChargeUP and the ChargeUP Network Services; (ii) continued and uninterrupted availability of any wireless or cellular communications network or internet service provider network services necessary for the continued operation by NovaCHARGE of ChargeUP and/or the provision of the ChargeUP Network Services; and/or (iii) any Charging Stations that are not Networked Charging Stations.

2.4 Non-Exclusive Basis. The participation of the Subscriber and its Networked Charging Stations and the provision of the ChargeUP Network Services to the Subscriber shall be on a non-

exclusive basis and NovaCHARGE shall, at all times and at any time, be entitled to permit similar participation and provide similar services to any other party, whether such party is a competitor of the Subscriber or otherwise, without restriction on such terms as NovaCHARGE may at its sole discretion determine without reference to the Subscriber.

3. SUBSCRIBER RESPONSIBILITIES

- 3.1 Subscriber's Responsibilities. The Subscriber shall be responsible for: (a) notifying NovaCHARGE of any new Charging Stations to be registered as Networked Charging Stations, which shall include providing NovaCHARGE with full specifications and descriptions in relation to each such Charging Station, and to register and activate such new Charging Stations on ChargeUP; (b) operating and maintaining the Networked Charging Stations in compliance with all applicable laws and contractual obligations; (c) providing NovaCHARGE with advance written notice of the relocation or decommissioning of any Networked Charging Stations or of Networked Charging Stations that are non-operational or not intended to be replaced or repaired by the Subscriber; (d) the maintenance and updating of all Known Driver information; (e) all invoicing and Known Driver payment matters; and (f) assisting to obtain any permits, licenses or regulatory approvals as may be required for the use by the Subscriber of ChargeUP.
- 3.2 Subscriber's Representations and Warranties. The Subscriber represents and warrants to NovaCHARGE that: (a) it has the power and authority to enter into and be bound by this Agreement; (b) all Networked Charging Stations and any electric vehicle charging products used with such Networked Charging Stations have been properly installed and are operated in a duly authorized manner; (c) the electrical usage to be consumed by Subscriber's Networked Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (d) it has not installed or attached Networked Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.
- 3.3 Subscriber's Undertakings. The Subscriber further undertakes to NovaCHARGE that: (i) it will not remove, conceal or cover the NovaCHARGE Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Networked Charging Stations or any peripheral equipment for use in connection with the Networked Charging Stations; (ii) the Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using ChargeUP to comply with, all of the rules, regulations and policies of NovaCHARGE as may from time to time be notified by NovaCHARGE to the Subscriber (and the display or availability of any such rules, regulations and policies (and any variation or changes thereto) on any portal or service to which the Subscriber has access, shall constitute due notice to Subscriber, its employees and agents); (iii) the Subscriber shall be responsible for using the ChargeUP Network Services in compliance with applicable laws and this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to any ChargeUP Network Services, (B) not sell, resell, license, rent, lease, transfer or grant access to ChargeUP to a third party, (C) not interfere with or disrupt the integrity of ChargeUP, the ChargeUP Network Services or any data contained therein, and (D) not attempt to gain unauthorized access to ChargeUP or the ChargeUP Network Services or their related systems or networks.
- 3.4 Driver App Agreement. Subscriber acknowledges that its Drivers will be required to enter into a ChargeUP App agreement through their smartphones with NovaCHARGE in order to be able to use a Networked Charging Station to charge an EV.

4. CHARGEUP NETWORK SERVICES

- 4.1 Collection Services. See Annexure A for information on the ChargeUP Network Services. Where the Subscriber levies charges on Drivers and NovaCHARGE is engaged to provide management,

collection and/or processing services for such charges:

- 4.1.1 The Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges, each as defined below) applicable to Subscriber's Networked Charging Stations.
 - 4.1.2 In exchange for NovaCHARGE collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes NovaCHARGE to deduct from all Session Fees collected: (i) a Collection and Processing Fee; and (ii) to the extent required, applicable Taxes and Regulatory Charges.
 - 4.1.3 NovaCHARGE shall remit the equivalent of the balance of the Session Fees net of the deductions made pursuant to Section 4.1.2 to the Subscriber not more than thirty (30) days after the end of each calendar quarter in which such Session Fees were collected to such account designated in writing by the Subscriber, but only if the Session Fees payable to Subscriber are greater than twenty-five dollars (\$25.00). Any Session Fees held back in accordance with the prior sentence will be accumulated until they exceed the required amount.
 - 4.1.4 Unless required by law or otherwise stated herein, Collection and Processing Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value added, sales, local, city, state or federal taxes ("Taxes") or any fees or other assessments levied or imposed by any governmental regulatory agency ("Regulatory Charges"). The Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with any Session Fees; provided that, NovaCHARGE is solely responsible for all Taxes and Regulatory Charges assessable based on NovaCHARGE' income, property and employees. Where NovaCHARGE is required by law to collect and/or remit the Taxes or Regulatory Charges for which the Subscriber is responsible, the appropriate amount shall be invoiced to the Subscriber and deducted by NovaCHARGE from Session Fees, unless Subscriber has otherwise provided NovaCHARGE with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.
- 4.2 Provision of Assistance, Training and Maintenance Services. NovaCHARGE shall supply training, technical assistance and maintenance with respect to the ChargeUP Network Services to the Subscriber, as set out at www.chargeup.net.
- 4.3 Services and Service Levels. The service levels applicable to the provision of ChargeUP to the Subscriber shall be as set out in Annexure B.
- 4.4 Non-Transferability. All ChargeUP Network Services and Services shall be non-transferable; provided that ChargeUP Network Services subscribed for in relation to a Networked Charging Station that is to be de-commissioned may be transferred to a Networked Charging Station that is purchased by Subscriber to replace such de-commissioned Networked Charging Station.

5. FEES

- 5.1 Fees. In consideration of the Services provided hereunder, the Subscriber shall pay NovaCHARGE the following fees (collectively, the "Fees"):
- 5.1.1 Subscription Fees payable the sooner (i) upon registration and activation of a Networked Charging Station on ChargeUP or (ii) when the Charging Station is provided by NovaCHARGE, sixty (60) days of the delivery of the Charging Station. No refund or pro-rating of Subscription Fees shall be available for any Networked Charging Stations that are decommissioned during the year; and,

5.1.2 Collection and Processing Fee shall be payable upon the Subscriber commencing the levy of charging fees on Drivers, and shall be paid, by either the Subscriber or passed to driver, to NovaCHARGE for each Charging Session used by a Driver where a Session Fee applies, payment of which shall be set off against Session Fees collected by NovaCHARGE, or in case of insufficient Session Fees, billed separately.

5.2 Additional Services. Where the Subscriber requires additional services to be provided by NovaCHARGE, including but not limited to, customization of web design interfaces, additional software and/or hardware integration services, which are not included in the scope of Services, such additional services shall be subject to additional fees to be mutually agreed between the Subscriber and NovaCHARGE.

5.3 Adjustments to Pricing.

5.3.1 NovaCHARGE undertakes that there shall be no increase in the Subscription Fees payable for each Networked Charging Station during the first year of the Initial Term.

5.3.2 The parties agree that NovaCHARGE shall be entitled to adjust the Collection and Processing Fee at its sole discretion upon one-hundred and twenty (120) day prior notice.

5.4 Payment of Fees. The Subscriber agrees that:

5.4.1 The Subscriber shall pay all Fees within thirty (30) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, all Fees shall be quoted in and payable in US Dollars.

5.4.2 If any invoiced Fees are not received by NovaCHARGE by the due date, then such outstanding amount: (i) may accrue late interest at the rate of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower ("Late Payment Interest Rate"), from the date such payment was due until the date on which such payment is received by NovaCHARGE in cleared funds, and (ii) in the event the Subscriber has not paid Fees within thirty (30) days of the due date, NovaCHARGE may, at its sole discretion, impose additional conditions in connection with future renewals of any NovaCHARGE Services and acceptance of purchase orders for additional NovaCHARGE Services other than those set forth herein.

5.4.3 If any amount owing by the Subscriber under this Agreement is more than thirty (30) days overdue, NovaCHARGE may, without otherwise limiting NovaCHARGE' rights or remedies available under law, terminate this Agreement, and/or suspend the use by the Subscriber of the NovaCHARGE Services until such amounts are paid in full.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

6.1 Validity and Ownership. The Subscriber acknowledges and admits the validity, and NovaCHARGE' and its licensors ownership, of all Intellectual Property Rights in relation to the ChargeUP Network Services, the NovaCHARGE Marks, ChargeUP and the NovaCHARGE Services (collectively the "NovaCHARGE Intellectual Property"), and agrees that it will not, directly or indirectly, challenge or contest the validity of the NovaCHARGE Intellectual Property, or any registrations thereof and/or applications therefore in any jurisdiction, or the right, title and interest of NovaCHARGE therein and thereto, nor will it claim or register any interest in the NovaCHARGE Intellectual Property in any jurisdiction, other than the rights expressly granted hereunder.

6.2 Property of NovaCHARGE. The Subscriber acknowledges that (i) as between the parties, all Intellectual Property Rights in the NovaCHARGE Intellectual Property are and will remain the exclusive property of NovaCHARGE and its licensors and (ii) as between the parties, all uses of

the NovaCHARGE Intellectual Property, except for its Use by the Subscriber pursuant to this Agreement, shall inure solely to the benefit of NovaCHARGE. The Subscriber shall not at any time do or suffer to be done any act or thing that will in any way impair the rights of NovaCHARGE and its licensors in and to the NovaCHARGE Intellectual Property. Nothing in this Agreement grants, nor shall the Subscriber acquire hereby, any right, title or interest in or to the NovaCHARGE Intellectual Property or any underlying or third-party Intellectual Property Rights inhering therein, or any goodwill associated therewith, other than those rights expressly granted hereunder. This Agreement shall not affect NovaCHARGE' right to enjoin or obtain relief against any acts by third parties or trademark or patent infringement or unfair competition, or any other action that NovaCHARGE may take to protect NovaCHARGE's and its licensors' Intellectual Property Rights.

6.3 Property of the Subscriber. The parties agree that all data contributed directly by the Subscriber and which is owned by the Subscriber, or licensed directly to the Subscriber by any party other than NovaCHARGE, prior to the inclusion of such data in the ChargeUP Network Services (collectively, the "Subscriber Data") is and will remain the exclusive property of the Subscriber and will inure solely to the benefit of the Subscriber. NovaCHARGE shall be granted such access to the Subscriber Data: (a) as may be necessary to enable NovaCHARGE to perform its obligations hereunder; (b) in order to respond to service or technical problems which may arise from time to time and at any time; and/or (c) otherwise at the Subscriber's discretion. All data collected by NovaCHARGE in connection with the operation of ChargeUP shall be jointly owned by NovaCHARGE and Subscriber, with both Parties retaining independent rights to use the data. NovaCHARGE may use Subscriber Data in an anonymized and aggregate form for providing ChargeUP.

6.4 License. NovaCHARGE shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in ChargeUP and/or the NovaCHARGE Services any suggestions, enhancement requests, recommendations improvements or other feedback provided by the Subscriber and/or Subscriber Authorized Users relating to any and all of ChargeUP and the NovaCHARGE Services.

7. NO ASSIGNMENT OR SUBLICENCES

7.1 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the express written consent of the other party. Notwithstanding the foregoing either party may assign this agreement together with all rights and obligations hereunder, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of any or substantially all of its assets provided the assignee agrees in writing to comply with all applicable provisions of the Agreement, including protecting Confidential Information. This Agreement shall not be assignable by the Subscriber to any direct or indirect competitor of NovaCHARGE engaging in developing electric vehicle charging hardware and/or software and any attempt to assign without such consent shall be void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

7.2 No Sub-Licensing. Except as otherwise set forth herein, the License, the NovaCHARGE Services and the rights granted to the Subscriber under this Agreement shall not be sub-licensed by the Subscriber without the prior written authorization of NovaCHARGE.

8. TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date, during which the access to ChargeUP, the License and the subscription for the NovaCHARGE Services shall continue until the expiration of all of the Subscriber's service plans.

8.2 Auto Renewal. Unless either party gives the other party written notice, not later than 60 days prior

to the last day of the Initial Term, of its intent to terminate this Agreement at the end of the Initial Term, this Agreement shall automatically renew for an additional term of one (1) calendar year (each such additional calendar year term to be referred to as an "Additional Term") at the same Fees unless otherwise agreed by the parties. Either party may terminate this Agreement during any Additional Term by giving written notice to the other party at least 60 days prior to the last day of such current Additional Term or in such other manner as may be otherwise provided in this Agreement, failing which this Agreement shall again automatically be renewed for a subsequent Additional Term.

8.3 Early Termination for Cause by NovaCHARGE.

8.3.1 NovaCHARGE may terminate the license granted to the Subscriber hereunder and terminate this Agreement immediately upon five (5) Business Days' prior written notice to the Subscriber, if:

8.3.1.1 an Insolvency Event has occurred in relation to the Subscriber;

8.3.1.2 the Subscriber breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following the Subscriber's receipt of written notice thereof from NovaCHARGE; or

8.3.1.3 (i) the Subscriber is more than 60 days late in the payment of Fees or any other payments due and owing (and documented) to NovaCHARGE; (ii) the Subscriber has received prior notices of such Fees and/or other payments from NovaCHARGE and requests for payments therefore; and (iii) the Subscriber fails to cure such late payment within 7 days following such written notice from NovaCHARGE.

8.3.2 Upon any termination of this Agreement pursuant to Section 8.3.1 above, subject to the additional terms and conditions hereof, all rights in the ChargeUP Network Services granted to the Subscriber hereunder shall automatically revert to NovaCHARGE, and the Subscriber shall have no further rights in, and shall immediately cease all use of, the ChargeUP Network Services. The Subscriber shall also promptly return or destroy all documents (including copies), diskettes, tapes and other material (in whatsoever medium) held by the Subscriber in relation to the ChargeUP Network Services to NovaCHARGE upon written demand therefor by NovaCHARGE. The failure of NovaCHARGE to make any such demand initially shall not operate as a waiver by NovaCHARGE of this provision.

8.4 Early Termination for Cause by the Subscriber. The Subscriber may terminate this Agreement immediately upon 5 Business Days' prior written notice to NovaCHARGE, if:

8.4.1 an Insolvency Event has occurred in relation to NovaCHARGE; or

8.4.2 NovaCHARGE breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following NovaCHARGE' receipt of written notice thereof from the Subscriber.

9. LIMITATION OF LIABILITY

9.1 LIMITATION OF NOVACHARGE'S LIABILITY. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ACCESS TO CHARGEUP, THE LICENSE AND THE NOVACHARGE SERVICES ARE PROVIDED BY NOVACHARGE WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL NOVACHARGE OR ITS LICENSORS BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR ANY INDIRECT,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM THE USE OF CHARGEUP, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL NOVACHARGE'S OR ITS LICENSORS AGGREGATE LIABILITY TO THE SUBSCRIBER PURSUANT TO THIS AGREEMENT EXCEED THE TOTAL SUM OF ANY FEES RECEIVED BY NOVACHARGE FROM THE SUBSCRIBER IN THE TWELVE CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DATE ANY SUCH CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, NOVACHARGE SHALL OWE NO LIABILITY TO THE SUBSCRIBER OR ITS DRIVERS FOR ANY BREACH BY THE SUBSCRIBER OF ITS CONTRACTUAL OBLIGATIONS TO SUCH DRIVERS INCLUDING BUT NOT LIMITED TO, ANY FAILURE BY THE SUBSCRIBER TO COMPLY WITH ITS SERVICE LEVEL AGREEMENTS UNLESS SUCH LIABILITY ARISES AS A RESULT OF FRAUD OR GROSS NEGLIGENCE ON THE PART OF NOVACHARGE.

10. CONFIDENTIALITY

- 10.1 Each party agrees to keep confidential the terms of this Agreement and all information, documents and materials, whether printed or oral, relating to this Agreement, the parties and the transactions contemplated hereunder ("Confidential Information") confidential and not to disclose such Confidential Information except:
- 10.1.1 with the prior written consent of the other party;
 - 10.1.2 as may be required by applicable laws or by the rules of any stock exchange or other authority by which a party may be bound (in which case the disclosing party shall immediately notified the other party thereof);
 - 10.1.3 to its professional advisers, employees, officers or other representatives; and
 - 10.1.4 to any advisors and professional services providers which may be appointed by a party to give effect to the obligations of such party under this Agreement.

11. MISCELLANEOUS

- 11.1 No Partnership. Nothing in this Agreement shall create a partnership or establish a relationship of principal and agent or any other fiduciary relationship between or among any of the parties.
- 11.2 Remedy. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy available at law, in equity, by statute or otherwise. Each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity, by statute or otherwise. The election by any party to pursue one or more of such remedies shall not constitute a waiver by such party of the right to pursue any other available remedy. The parties agree that monetary damages may not be a sufficient remedy for the damage which would accrue to a party by reason of failure by any other party to perform certain of the obligations hereunder. Any such party shall, therefore, be entitled to seek injunctive relief, including specific performance, to enforce such obligations.
- 11.3 Costs and Expenses. The parties agree that unless expressly provided otherwise in this Agreement, each of the parties shall bear its own respective costs and expenses, legal or otherwise, reasonably incurred in relation to preparation, negotiation and execution of this Agreement and all ancillary documents.
- 11.4 Further Assurance. Each of the parties shall, and shall use its reasonable endeavors to procure that any necessary third parties shall, execute and deliver to the other party such other instruments and documents and take such other action as may be required to carry out, evidence and confirm the provisions of this Agreement.

- 11.5 Public Announcements. Subject as required by law or by any relevant regulatory authorities, all announcements and circulars by or on behalf of any of the parties and relating to the subject matter of this Agreement shall be in terms to be agreed between the parties in advance of issue.
- 11.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties in connection with the license granted hereunder and the arrangements described herein and supersedes all prior oral and written agreements, memoranda, understandings and undertakings between the parties.
- 11.7 Variations. No purported variations of this Agreement shall be effective unless made in writing by all the parties.
- 11.8 Severability of Provisions. If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall, to that extent, be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.
- 11.9 No Waiver. A party's failure to insist on strict performance of any provision of this Agreement shall not constitute a waiver thereof or of any right or remedy for breach of a like or different nature. Subject as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the party granting such waiver.
- 11.10 Counterparts. This Agreement may be entered into in any number of counterparts and by the parties on separate counterparts, each of which when executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 11.11 Notices. All notices, requests, demands and other communications given by any of the parties hereunder shall be in writing and shall be given only by personal delivery, registered mail or courier service or sent by facsimile transmission or electronic mail to the addresses and facsimile numbers set out below:

For NovaCHARGE: 4201 Vineland Road, Ste I-5
Orlando, FL 32811
Attention: President & COE

For the Subscriber: Address provided by Subscriber or included in the quote provided by NovaCHARGE.

or to such other address or facsimile number as the parties may from time to time notify the others in writing. Any such communication shall be deemed duly given in the case of personal delivery and courier service upon delivery and receipt of written acknowledgement thereof, in the case of registered mail ten days after posting, in the case of facsimile transmission upon transmission and receipt of a satisfactory transmission transcript; *provided* that if such day is not a Business Day or such time not a normal business hour then delivery shall be deemed to have occurred on the following Business Day.

11.12 Governing Law; Dispute Resolution.

11.12.1 This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Florida, without giving effect to any principles of conflict of laws.

11.12.2 Any action or arbitration arising from this Agreement related thereto shall be commenced and maintained only in the State of Florida. Each of the parties hereto consents to the jurisdiction and venue of the courts located there.

- 11.12.3 Any dispute arising from this Agreement or related thereto shall be resolved by binding arbitration as provided by the rules of the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS) then in effect, by one or more commercial arbitrator(s) with substantial experience in the industry and in resolving complex commercial contract disputes in Orlando, Florida.
- 11.12.4 The parties each expressly waive the right to a jury trial, and agree that the arbitration award shall be final and binding on the parties. The arbitrator(s) shall have the discretion to award monetary and other damages, or to award no damages, and to fashion any other relief the arbitrator deems appropriate, but only to the extent consistent with law.
- 11.12.5 The reasonable expenses incurred in any proceeding to compel arbitration or to confirm or enforce an arbitral award or any resulting judgment, including attorney's fees shall be paid to the prevailing party in such a proceeding. Each party shall bear its own expenses, including attorney's fees, incurred during arbitration.

ANNEXURE A

ChargeUP

The ChargeUP Network Services consists of an integrated Internet-based platform, ChargeUP network, that has interactive communication with Networked Charging Stations. The platform is made up of:

1. A back-end communications server with an integrated database
2. A front-end user interface for Subscriber administration of Chargers and associated business models
3. A front-end user interface for Driver reporting and account administration
4. A mobile phone application for Driver access that is available on Android and iOS operating systems.
5. A Driver and Subscriber payment collection and settlement system
6. A Charger and Driver data collection and reporting system
7. A call center for Driver technical and payment support

Together, the ChargeUP Network Services performs the following functions:

1. Provides a list of Charging Stations belonging to the Subscriber, including all pertinent information such as location address, serial number, manufacturer, model, charging access type and pricing for energy dispensed to Drivers, if applicable
2. Reports the availability and health status of Charging Stations, and current state of use, including whether they are in-use, faulted, available or temporarily out of communication.
3. Enables the Subscriber to set a price for energy dispensed to Drivers from these Charging Stations
4. Provides a payment method for Drivers to pay for use of these Charging Stations
5. Provides a payment processor which complies with Payment Card Industry ("PCI") Data Security Standard DSS") of Visa and MasterCard.
6. Collects usage and charging data from these Charging Stations and provides them to the Subscriber in various reporting formats
7. Provides first level technical support to Drivers and provides them to the appropriate Charging Station manufacturer for escalation
8. Provides downloadable usage reports on a daily, weekly, monthly or annual basis consisting of individual charge session data (including station ID, start time, end time, total duration, total kWh and total revenue, as appropriate)
9. Provides Subscribers with monthly billing statements and reports detailing total revenue collected from Session Fees and total NovaCHARGE Fees applicable
10. Provides Drivers with monthly billing statements and reports detailing energy purchased as collected from Session Fees and total NovaCHARGE Fees, where applicable

ANNEXURE B

SERVICES AND SERVICE LEVELS

NovaCHARGE shall provide services and support according to the following terms:

1. Phone support for payment and technical issues shall be provided to Drivers 24 hours a day, 365 days a year
2. NovaCHARGE shall provide an on-call resource to the Subscriber at all other times and shall provide appropriate email and phone contact information to ensure accessibility
3. NovaCHARGE shall ensure that scheduled system downtime occur only between the hours of 10PM to 5AM Eastern Standard Time to avoid disruption to the Subscriber and Drivers.
4. NovaCHARGE shall ensure that unscheduled downtime be responded to immediately and every reasonable effort be made to restore service
5. The Subscriber acknowledges that some downtime may be attributed to Charging Station hardware and while NovaCHARGE will promptly report and log the problem to the associated party; the duration of downtime in this instance is out of NovaCHARGE's control

ANNEXURE C

FEES

Fee	Amount	Comment
Subscription Fee	\$299/yr per Charging Station Port	Annual Fee for Network Access
Session Fee	\$0.50 + 5% of Session Fee Collected	May be paid by Subscriber or passed on to Driver, depending on Subscriber rules preference.

LIMITED WARRANTY FOR NC7000 & NC8000 SERIES ELECTRIC VEHICLE CHARGERS

WARRANTY (this “Warranty”)

It is acknowledged that you have read and agree to the terms of this Warranty by using and installing this charger (the “Product”). Subject to the terms and conditions set forth in this Warranty, including but not limited to the Exclusions and Limitations, Warranty obligations for this Product are limited.

NovaCHARGE warrants that this Product shall be free of defects in materials and workmanship under normal use for a period of four (4) years (commercial products), and two (2) years (residential Model NC7000-R and commercial Model NC8000-80A) from the date of delivery (the “W, warranty Period”).

It is the requirement of the above remedy that you must contact NovaCHARGE and provide the model number, serial number and date of purchase during the Warranty Period. Upon NovaCHARGE’s notice, you must return the Product and include (i) a copy of your original purchase invoice or receipt to verify your warranty; (ii) your name, address, and telephone number; (iii) the Return Materials Authorization (RMA) number.

If any defect is found in the Product and a valid claim is received within the Warranty Period, your sole and exclusive remedy will be for NovaCHARGE, in its sole discretion and to the extent permitted by law, to (1) repair the defect in the Product at no charge, using new parts or refurbished parts, or (2) exchange the Product with new or refurbished hardware that is functionally equivalent to the original Product, or (3) if the Product is returned directly to NovaCHARGE and not to the original reseller, then NovaCHARGE reserves the right to replace the Product with an equivalent without any trademark/logo bearing. In addition, Warranty obligations do not apply to installation service of the Product.

EXCLUSIONS AND LIMITATIONS

This warranty applies only to the Product manufactured by NovaCHARGE and does not apply to any non-NovaCHARGE Product even if packaged or sold with the Product. Software distributed by NovaCHARGE with or without the NovaCHARGE brand name (including, but not limited to system software) is not covered under this warranty.

NovaCHARGE does not warrant that the operation of the Product will be uninterrupted or error-free. NovaCHARGE is not responsible for damage arising from failure to follow instructions relating to the Product’s use.

This warranty does not apply to: (a) cosmetic damage; (b) removed or defaced serial numbers or warranty seal; (c) a product or part that has been modified to alter functionality or capability without the prior written permission; (d) damage caused by accident, abuse, misuse, fire, earthquake or any Force Majeure; (e) operating the Product not for the permitted or intended uses; (f) damage caused by use with non-NovaCHARGE products; (g) coatings unless failure has occurred due to a defect in materials or workmanship; or (h) damage caused by or via the network on which the Product is used including, but not limited to, any unauthorized online access.

WARRANTY (CONTINUED)

IMPORTANT WARNING

Do not open, take apart or disassemble the Product in any way. Doing so may cause damage that is not covered by this warranty. Only NovaCHARGE or a NovaCHARGE authorized service provider should perform service on the Product.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOVACHARGE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NOVACHARGE OR A NOVACHARGE AUTHORIZED REPRESENTATIVE SHALL MODIFY OR EXTEND ANY WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, IN NO EVENT SHALL NOVACHARGE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, OR FOR LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF OPPORTUNITY, LOSS OF DATA, LOSS OF USE OF MONEY, LOSS OF INCOME OR REVENUE, BUSINESS INTERRUPTION ARISING OUT OF OR IN RELATION TO THIS AGREEMENT AND/OR THE PRODUCTS, WHETHER BASED ON PRINCIPLES OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY. NOTWITHSTANDING THE FOREGOING, THE LIABILITY OF NOVACHARGE ARISING IN CONNECTION WITH THIS WARRANTY OR THE USE OR INABILITY TO USE THE PRODUCTS IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THREE TIMES THE AMOUNT OF THE PRODUCTS.

PRODUCT REGISTRATION

Thank you for selecting this NovaCHARGE Product. NovaCHARGE is a green business and we strive to reduce paper waste wherever possible. To that end, we offer electronic product registration and support documentation.

Instructions:

- Go to <https://www.novacharge.net/faqs>
- Select Register Product button & Complete the required contact and charger information
- Be sure to use the model number noted on the charger box
- Submit registration

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VIII
UNFINISHED
BUSINESS

IX

NEW BUSINESS

- A. Resolution No. 24-02-13A Setting Public Hearing for March 12, 2024 to Receive Comments Regarding Amendment of Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”)
- B. Volunteer Board Appointments
 - i. ABC Board
 - ii. Board of Adjustment / Lake Structure Appeals Board
 - iii. Lake Advisory Board
 - iv. Parks and Recreation Board
 - v. Zoning and Planning Board
- C. Budget Amendment #364 for Repairs to Parks, Recreation, and Lake Office Roof and Maintenance Related to NCDOT Replacement and Upsizing of Drain Pipe under Highway 64/74
- D. Budget Amendment #365 for Manhole Replacement Project and Sewer Line Stabilization Project at Lake House Restaurant and Highway 9
- E. Authorizing the Town Manager to Act on Ruby-Collins Design Build Agreement Terms Regarding Section 8.2 (“Delays of Work”) And Section 11.1 (“Owner’s Right To Stop Work”) for Work Detailed in Agreement Amendment 02
- F. Fiscal Year 2024 Fall Rehabilitation of High Hazard Potential Dams Funding Opportunity

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: February 13, 2024**

SUBJECT: Resolution No. 24-02-13A Setting Public Hearing for March 12, 2024 to Receive Comments Regarding Amendment of Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”)

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: A
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Town staff has identified a discrepancy within the Zoning Ordinances in regard to Residential/Office District (R-4) zoning rear yard and side yard setbacks. Section 36-61 (“R-4 Residential/Office District”) in the Zoning Ordinances specifies that side yards shall be not less than 12 feet in depth and rear yards shall be not less than 15 feet in depth. However, Section 36-70 (“Building Site Minimum Dimensional Requirements”) includes a table which states that the side yard and rear yard setbacks are both 10 feet, which is true for most of the other residential districts. Town staff feels that there was intent behind the specific setbacks for R-4 within Section 36-61 and recommends amending Section 36-70 to clarify that R-4 side yards shall be not less than 12 feet in depth and rear yards shall be not less than 15 feet in depth. Per general statute, the Town must hold a public hearing on all proposed amendments to zoning ordinances. Resolution No. 24-02-13A will set the public hearing date to be held at the March 12, 2024 regular Town Council meeting beginning at 5:00 p.m. The purpose of the public hearing is to receive comments in regard to the recommended amendments to the Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”).

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 24-02-13 Approving Amendment to Ruby-Collins Agreement.

ATTACHMENTS:

Resolution No. 24-02-13A Setting Public Hearing for March 12, 2024 to Receive Comments Regarding Amendment of Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”); Draft Ordinance Amending Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”)

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 24-02-13A

RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL SETTING PUBLIC HEARING FOR MARCH 12, 2024 TO RECEIVE COMMENTS REGARDING AMENDMENT OF ZONING ORDINANCES SECTION 36-70 (“BUILDING SITE MINIMUM DIMENSIONAL REQUIREMENTS”)

WHEREAS, the Town staff and the Zoning and Planning Board have provided the Town Council with recommended amendments Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”); and

WHEREAS, North Carolina General Statute § 160D-605 mandates that the Town must hold a public hearing prior to amending any development regulations.

NOW, THEREFORE BE IT RESOLVED, that the Town of Lake Lure will hold a public hearing, in accordance with North Carolina General Statutes, during its regular meeting on March 13, 2024 beginning at 5:00 p.m. or shortly thereafter at the Lake Lure Municipal Center to receive comments in regard to the recommended amendment of Zoning Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”).

READ, APPROVED AND ADOPTED this the _____ day of _____, 2024.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

DRAFT ORDINANCE NUMBER 24-03-12

AN ORDINANCE AMENDING THE TOWN OF LAKE LURE ZONING ORDINANCES SECTION 36-70 (“BUILDING SITE MINIMUM DIMENSIONAL REQUIREMENTS”)

WHEREAS, the Town of Lake Lure establishes zoning regulations regarding building site minimum dimensional requirements; and

WHEREAS, Town staff has identified a discrepancy within the Zoning Ordinances in regard to Residential/Office District (R-4) zoning rear yard and side yard setbacks; and

WHEREAS, Section 36-61 (“R-4 Residential/Office District”) in the Zoning Ordinances specifies that side yards shall be not less than 12 feet in depth and rear yards shall be not less than 15 feet in depth; and

WHEREAS, Section 36-70 (“Building Site Minimum Dimensional Requirements”) includes a table which contradicts Section 36-61 by stating that the R-4 side yard and rear yard setbacks are both 10 feet, which is true for most of the other residential districts; and

WHEREAS, Town staff has concluded there was specific intent behind establishing the setbacks for R-4 within Section 36-61.

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 TOWN COUNCIL VOTING IN THE AFFIRMATIVE.

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

SECTION ONE. Code of Ordinances Section 36-70 (“Building Site Minimum Dimensional Requirements”) is hereby amended as follows:

Sec. 36-70. Building site minimum dimensional requirements.

Zoning Classification	Lot Area (a)(g)	Lot Width at Building Site (b)(g)	Setbacks(g)			Rear Yard Open Space Percent of Lot (e)
			Front Yard *	Side Yard	Rear Yard (d)	
R-1	10,000 s.f.	100 ft.	(c)	10 ft.	10 ft.	30%
R-1A	2 acres	100 ft.	(c)	10 ft.	10 ft.	30%
R-1B	1 acre	100 ft.	(c)	10 ft.	10 ft.	30%
R-1D	0.5 acre	100 ft.	(c)	10 ft.	10 ft.	30%
R-1C	0.5 acre	60 ft.	(c)	10 ft.	10 ft.	20%
R-2/R-3						
Single-family	14,000 s.f.	60 ft.	(c)	7 ft.	10 ft.	20%

	Two-family	18,000 s.f.	70 ft.	(c)	8 ft.	10 ft.	20%
	Three-family	24,000 s.f.	85 ft.	(c)	10 ft.	10 ft.	20%
	Four-family	29,000 s.f.	100 ft.	(c)	10 ft.	10 ft.	25%
	R-4 (f)	10,000 s.f.		(c)	10 ft. 12 ft.	10 ft. 15 ft.	
	CN	10,890 s.f.	50 ft.	10 ft. (c)	10 ft.	15 ft.	none
	CTC	10,000 s.f.	50 ft.	0 ft. (c)	0 ft. or 10 ft.	15 ft.	none
	CG	21,780 s.f.	100 ft.	10 ft. (c)	12 ft.	15 ft.	none
	M-1	2 acres	100 ft.	(c)	12 ft.	15 ft.	none
	S-1	25 acres	100	35 (c)	35	35	none

Maximum building height in any district shall be not more than 35 feet as measured from the average finished grade at building foundation line. The average finished grade is determined by adding the elevation of the highest corner of the proposed structure to the elevation of the lowest corner of the proposed structure and divide by two.

*See definition of "setback" for streets with no right-of-way in section 36-5.

(a) Plus 2,000 square feet of lot area for each additional dwelling unit in excess of four.

(b) The lot width at the building site minimum dimensional requirements shall not apply to existing lots of record as of the effective date of the ordinance from which this chapter is derived. For any residential lot, lot width at street line shall be not less than 35 feet. For any commercial lot, lot width at street line shall be not less than 100 feet. Lot width at street line for the R-4 district shall be not less than 50 feet. Any lot abutting Lake Lure shall have a frontage along the lake of not less than 100 feet.

(c) For primary streets, the front yard setback shall be 40 feet from the centerline, but not closer than ten feet from any right-of-way line where such line exists. For secondary streets, the front yard setback shall be 35 feet from the centerline, but not closer than ten feet from any right-of-way line where such line exists. In all commercial districts, setbacks shall be measured from the right-of-way line, or where no right-of-way exists, from a point 15 feet from the centerline of the street. In most situations, the front yard lies between the building and the street. However, for lots which abut a lake, the lake side is also considered a front yard. In any zoning district, minimum setback from the lake is 35 feet measured from the shoreline.

(d) From the rear property line to the nearest building on that lot.

(e) Excluding any space occupied by an accessory building which may be located between principal building and rear lot line.

(f) Maximum building size for office: 3,000 square feet (heated area).

(g) The minimum lot area, lot width and yard requirements may be reduced in an approved conservation design subdivision provided that the zoning and planning board approves such reduction in accordance with section 28-77(3)c. The reduced setbacks shall be clearly stated on the final plat. If the reduced setbacks are not stated on the final plat, the standard setbacks noted in this section shall apply.

SECTION TWO. All provisions of any Town Ordinance inconsistent with the language herein adopted are hereby repealed.

SECTION THREE. The Town of Lake Lure Town Council deems Ordinance No. 24-03-12 to be consistent with the Lake Lure comprehensive plan because it enhances and clarifies land use and zoning regulations.

SECTION FOUR. The Town of Lake Lure Town Council deems Ordinance No. 24-03-12 to be reasonable and in the public interest because...

SECTION FIVE. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately from after the date of its final passage and adoption.

READ, APPROVED, AND ADOPTED this _____ day of _____, 2024.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: February 13, 2024**

SUBJECT: Volunteer Board Appointments

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: B
Department: Administration
Contact: Olivia Stewman, Town Clerk
Presenter: Olivia Stewman, Town Clerk

BRIEF SUMMARY:

Town Council will make volunteer board appointments. Those appointed will serve three-year terms beginning on March 1, 2024.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To appoint members to the ABC Board, Board of Adjustment / Lake Structure Appeals Board, Lake Advisory Board, Parks and Recreation Board, and the Zoning and Planning Board

ATTACHMENTS:

Board Ballots; Volunteer Board Applications

STAFF'S COMMENTS AND RECOMMENDATIONS:

N/A

**LAKE LURE ABC BOARD
(Three Year Appointment)**

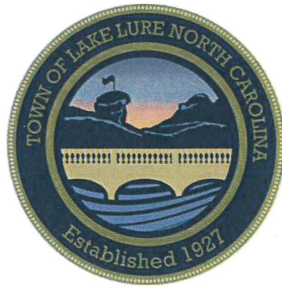
List of candidates to be considered to fill one regular position on the ABC Board with a term expiring in 2027.

Candidates currently serving as regular members seeking reappointment:

- 1. Peter O'Leary

Name of Candidate for Position #1 _____
Term Expiring: 2027

Signature of Commissioner: _____
Date: February 13, 2024



VOLUNTEER APPLICATION FORM

Name: Peter C. O'Leary
Address: PO Box 193 Chimney Rock NC 28720 Lake Lure Resident for 33 years in HNC years
Home Phone: 828-425-2479 Cell Phone: 828-545-1247 Email: bubbaolearys@bellsouth.net
Employer: Bubba O'Leary's Gen Store Address: 385 Main St CR, NC 28720

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- | | | | | |
|---|----------------------------|--------------------------|-----------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

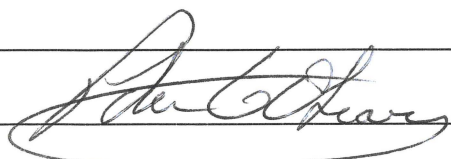
Rationale and qualifications for serving: Business background, interested in
servicing the area.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

CR Village Council, CR VFD

Other information you feel might be pertinent, including current or prior occupation or resume:

Currently serving on ABC Board.

Signature:  Date: 12-18-23

**BOARD OF ADJUSTMENT / LAKE STRUCTURES APPEAL BOARD
(Three Year Appointment)**

List of candidates to be considered for appointment to fill four regular positions and one alternate position with terms expiring in 2027.

Candidates currently serving on the board seeking reappointment:

1. Neil Gurney
2. Melvin Owensby

Candidates not currently serving on the board to be considered for appointment:

1. David Lusk
2. Tim Nates
3. Marcus & Cheryl Daugvila

Name of Candidate for Regular Position #1 _____
Term Expiring: 2027

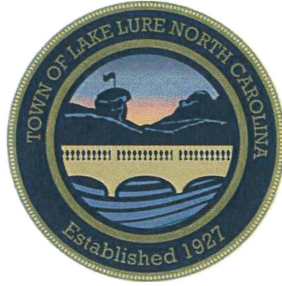
Name of Candidate for Regular Position #2 _____
Term Expiring: 2027

Name of Candidate for Regular Position #3 _____
Term Expiring: 2027

Name of Candidate for Regular Position #4 _____
Term Expiring: 2027

Name of Candidate for Alternate Position #1 _____
Term Expiring: 2027

Signature of Commissioner: _____
Date: February 13, 2024



VOLUNTEER APPLICATION FORM

Name: NEIL GURNEY
Address: 174 HAUNAERS POINT Lake Lure Resident for 8 years
Home Phone: — Cell Phone: 828 2735685 Email: N. GURNEY @ GATEWAYWF.ORG
Employer: GATEWAY FOUNDATION Address: 74 N GARDEN ST, MARTIN NC


PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

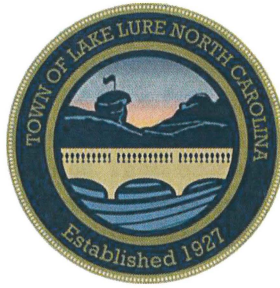
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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: CONTINUOUS TO SERVE

Other volunteer activities in which you are currently involved, including other Boards or Committees:
HESTER RUTHERFORD HOUSING PARTNERSHIP BOARD

Other information you feel might be pertinent, including current or prior occupation or resume:
NONE

Signature:  Date: 12/19/2023



VOLUNTEER APPLICATION FORM

Name: Melvin Owensby

Address: 1808 Memorial Hwy Lake Lure Resident for 62 years

Home Phone: 625-8395 Cell Phone: _____ Email: M Owensby 557 AT&T MAIL
com

Employer: _____ Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

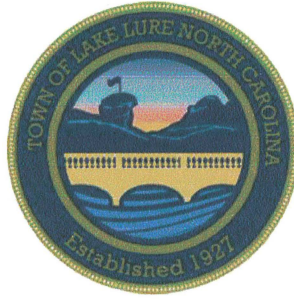
- Board of
Adjustment & Lake
Structure Appeals
Board
- Zoning & Planning
Board
- Lake Advisory
Board
- Parks & Recreation
Board
- ABC Board

Rationale and qualifications for serving: I currently serve on this board
and have knowledge & experience of the town &
board activities.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
None

Other information you feel might be pertinent, including current or prior occupation or resume:
Board experience

Signature: Melvin Owensby Date: 9-4-23



VOLUNTEER APPLICATION FORM

Name: DAVID LUSK

Address: 217 SUNSET COVE Lake Lure Resident for 13 years

Home Phone: 625-5106 Cell Phone: 828-289-9847 Email: ON FILE

Employer: Retired Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: HAVE BEEN ON BOARD IN PAST. LEFT BOARD IN 2019 TO JOIN LAB - ATTACHED

Other volunteer activities in which you are currently involved, including other Boards or Committees:

LAKE LURE FIRE + RESCUE FOR 9 YRS. VOLUNTEER FOR LAKE DEBRIS BUOYS - FISH HABITAT (TREES) + WATER SAMPLES

Other information you feel might be pertinent, including current or prior occupation or resume:

RETIRED CONTRACTOR - COMMERCIAL + RESIDENTIAL FOR 45 YRS.

Signature: David Lusk Date: 12/5/23

David B. Lusk
217 Sunset Cove
Lake Lure, NC 28146

Friday, October 25, 2019

Mark Hoek, Chairman
Board of Adjustment/Lake Structures Appeal Board
Town of Lake Lure
2948 Memorial Hwy
Lake Lure, NC 28746

Dear Mark,

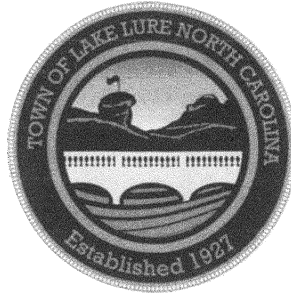
Please accept my resignation from the Board of Adjustment and the Lake Structures Appeal Board. I have decided to seek a position on the Lake Advisory Board.

The rules allow a citizen to sit on two appointed boards, but the last time I sought a position on the Lake Advisory Board I was informed that the BOA/LSAB counted as two boards, and thus disqualified me.

Thank you.

David B. Lusk

Cc: Stephen Webber, Council Liaison
Michelle Jolly, Town Clerk



VOLUNTEER APPLICATION FORM

Name: Tim Nates
 Address: 161 Holmstead Dr. Lake Lure Resident for 3 years
 Home Phone: _____ Cell Phone: 8133299244 Email: timnates@gmail.com
 Employer: Retired Address: Boeing Commercial Aircraft - 787

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: Suggested to Apply by Rich and Kim
Sayles. Bachelor of Science Degree - Presbyterian College.
Prior Board of Directors Member - Charleston SC Juvenile Diabetes Assoc.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
Rutherford Outdoor Council

Other information you feel might be pertinent, including current or prior occupation or resume:
Federal Law Enforcement Training Center - Charleston, SC
Member Pi Kappa Alpha / Operations Lead - United Airlines
Boeing Employee Involvement Member

Signature: Tim Nates Date: 9-18-23



VOLUNTEER APPLICATION FORM

Name: MARIUS & CHERYL DAUGVILA

Address: 180 BLARNEY RD Lake Lure Resident for 2 years

Home Phone: 85195819 Cell Phone: 630.991.3631 Email: MDAUG17@GMAIL.COM

Employer: SELF-RETIRED Address: CHETATOTAL@GMAIL.COM

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

RE: DEMN

Board of Adjustment & Lake Structure Appeals Board

Zoning & Planning Board

Lake Advisory Board

Parks & Recreation Board

ABC Board

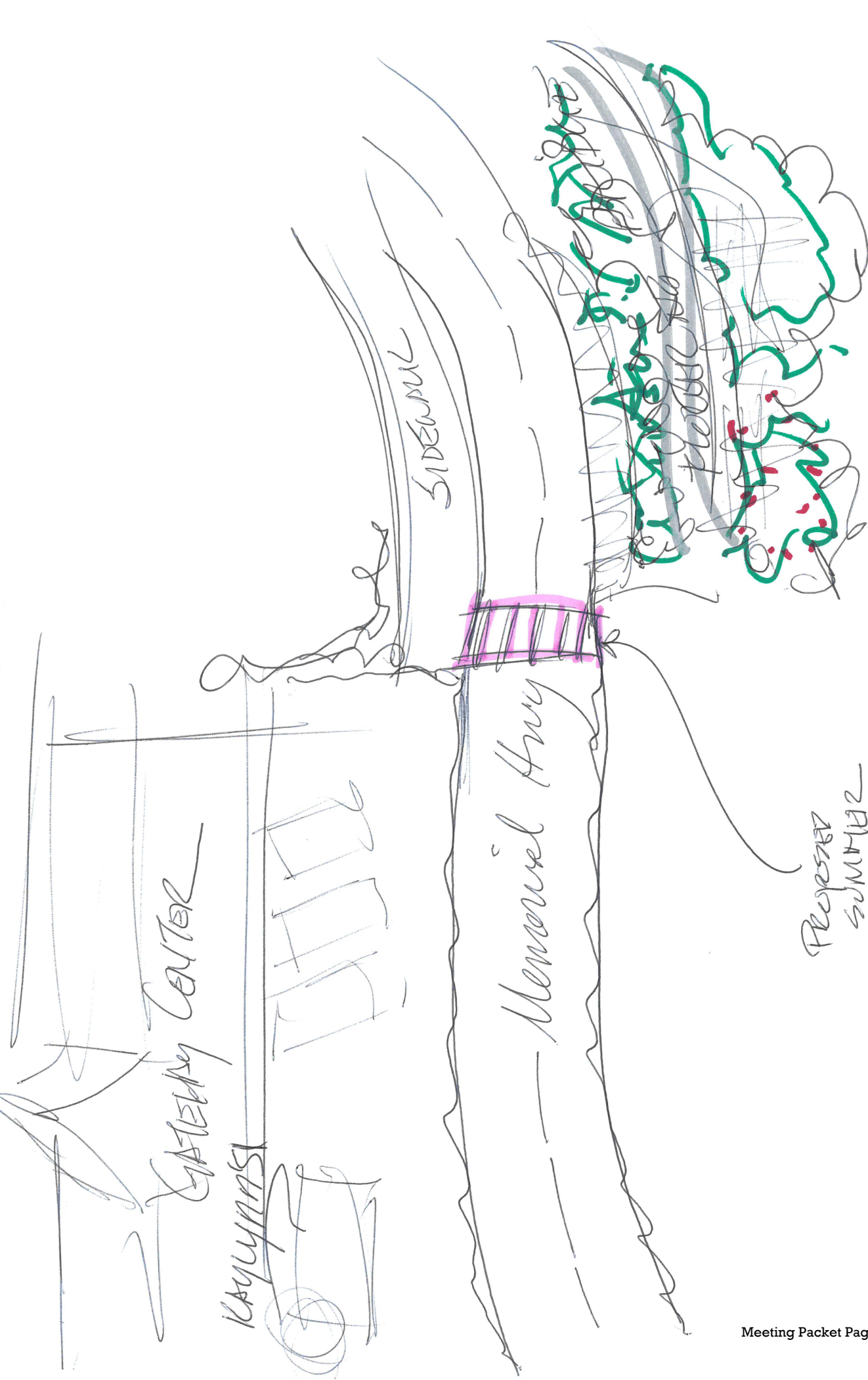
Utility Advisory Board

Rationale and qualifications for serving: MOM & EXPERIENCE IN CONSTRUCTION, CODES, PLANNING & MAINTENANCE BACKGROUND, 2 YEAR FULL TIME RESIDENT. (RE: CROSSING GUARD DUTY)

Other volunteer activities in which you are currently involved, including other Boards or Committees: FLOWERING BRIDGE VOLUNTEER, EARTH DAY CHAIR, NEIGHBORHOOD WATCH DOG + VOLUNTEER

Other information you feel might be pertinent, including current or prior occupation or resume: WE PROPOSE A CROSSWALK FROM THE FLOWERING BRIDGE TO THE SIDE WALK ON THE OTHER SIDE OF THE BRIDGE. THIS HELPS TOURISTS GET TO KADYLYNN'S SAFELY

Signature: _____ Date: _____



GALLERY CENTER

KAYLYNN'S

Memorial Arch

SIDEWALK

CROSSING THE ARCH
CROSSING THE ARCH

PROPOSED
BRIDGE
SUMMER
CROSSWALK
BY VOLUNTEER
CROSSING THE ARCHES

**LAKE ADVISORY BOARD
(Three Year Appointment)**

List of candidates to be considered to fill three positions on the Lake Advisory Board with terms expiring in 2027.

Candidates currently serving as regular members seeking reappointment:

1. David Lusk
2. Sonya Ledford
3. Richard Sayles

Candidates not currently serving on the Board seeking appointment:

1. Charlie Nance

Name of Candidate for Position #1 _____
Term Expiring: 2027

Name of Candidate for Position #2 _____
Term Expiring: 2027

Name of Candidate for Position #3 _____
Term Expiring: 2027

Signature of Commissioner: _____
Date: February 13, 2024



VOLUNTEER APPLICATION FORM

Name: DAVID B. LUSK

Address: 217 SUNSET COVE Lake Lure Resident for 10 years

Home Phone: 625-5786 Cell Phone: 828-287-9847 Email: DAVIDBLUSK@gmail.com

Employer: Retired Address: N/A

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of
Adjustment &
Lake Structure
Appeals Board
- Zoning &
Planning Board
- Lake Advisory
Board
- Parks &
Recreation
Board
- ABC Board
- Utility
Advisory
Board
- Isothermal
Planning &
Development
Commission
(IPDC)

Rationale and qualifications for serving: Already on board

Other volunteer activities in which you are currently involved, including other Boards or Committees:
LAKE LURE FIRE + RESCUE - LAKE DEBRIS & BUOY RELOCATION, REPLACEMENT

Other information you feel might be pertinent, including current or prior occupation or resume:
being a 1st responder helps me with EMERGENCY preparedness

Signature: David Lusk Date: 11/06/23



VOLUNTEER APPLICATION FORM

Name: Sonye Ledford

Address: _____ Lake Lure Resident for 6 years

Home Phone: _____ Cell Phone: 828-980-7230 Email: Sonye.Ledford@lake lure.com

Employer: Lake Lure Tours Address: 2930 Memorial Hwy Lake Lure NC 28746

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

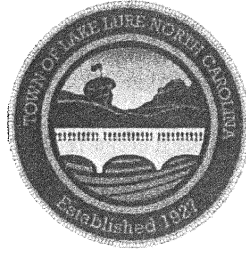
- Board of
Adjustment &
Lake Structure
Appeals Board
- Zoning &
Planning Board
- Lake Advisory
Board
- Parks &
Recreation
Board
- ABC Board
- Utility
Advisory
Board
- Isothermal
Planning &
Development
Commission
(IPDC)

Rationale and qualifications for serving: Employed with Lake Lure Tours for over 18 years, assisting customers with boat permits

Other volunteer activities in which you are currently involved, including other Boards or Committees:
N/A.

Other information you feel might be pertinent, including current or prior occupation or resume:
I've been serving on this board for roughly six years.

Signature: Sonye L. Date: 11-28-23



VOLUNTEER APPLICATION FORM

Name: RICHARD STAYLES

Address: 122 HARRIS RD Lake Lure Resident for 5 years

Home Phone: _____ Cell Phone: 704-577-6162 Email: RICHARD STAYLES 13@GMAIL.COM

Employer: SELF Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: RENEW TERM

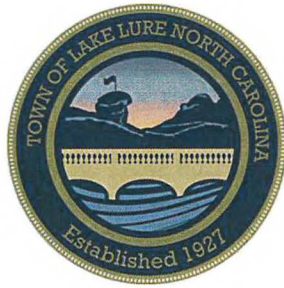
Other volunteer activities in which you are currently involved, including other Boards or Committees:

LAB

Other information you feel might be pertinent, including current or prior occupation or resume:

Signature: Richard Stayles

Date: DECEMBER 5 2022
NOVEMBER 20 2023



VOLUNTEER APPLICATION FORM

Name: Charlie Nance

Address: 213 N Shore DR Lake Lure Resident for 3 years

Home Phone: — Cell Phone: 704-929-0424 Email: dethwnance@gmail.com

Employer: Brights Creek Address: Mill Spring

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board
<i>Preference</i> | ABC Board |

Rationale and qualifications for serving: I have an extensive history in construction, plumbing, electrical and currently work part time as the Building Engineer at Brights Creek Golf Resort.
Prior to moving to this area, I have owned my own business as a contractor and repairs.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

None at present

Other information you feel might be pertinent, including current or prior occupation or resume:

I served as a Town Commissioner for the Town of Lake Valley - NC for several years prior to moving to Tryon in 2013. I served as the Town Sewer & Water Commissioner.
I would welcome the opportunity to work for the betterment of Lake Lure and serve this beautiful community.

Signature: Charlie Nance

Date: 1/30/23

**PARKS AND RECREATION BOARD
(Three Year Appointment)**

List of candidates to be considered to fill five regular positions on the Parks and Recreation Board with terms expiring in 2027.

Candidates currently serving as regular members seeking reappointment:

1. Lawrence Czajkoski
2. Robin Worcester

Candidates not currently serving on the Board seeking appointment:

1. Pat Buede
2. Debbie Warren
3. Dan Gorman
4. Charlie Nance
5. Marcus & Cheryl Daugvila
6. Jennifer Dittmer Vivolo
7. Matt Manzi

Name of Candidate for Regular Position #1 _____
Term Expiring: 2027

Name of Candidate for Regular Position #2 _____
Term Expiring: 2027

Name of Candidate for Regular Position #3 _____
Term Expiring: 2027

Name of Candidate for Regular Position #4 _____
Term Expiring: 2027

Name of Candidate for Regular Position #5 _____
Term Expiring: 2027

Signature of Commissioner: _____
Date: February 13, 2024



VOLUNTEER APPLICATION FORM

Name: Lawrence Czajkoski

Address: 139 Vance Place Lake Lure Resident for 17 years

Home Phone: 828-625-5168 Cell Phone: 828-545-3807 Email: LarryCZ62@bellsouth.net

Employer: SELF Employed Lucas Technology Corp. Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of Adjustment & Lake Structure Appeals Board
- Zoning & Planning Board
- Lake Advisory Board
- Parks & Recreation Board
- ABC Board
- Utility Advisory Board
- Isothermal Planning & Development Commission (IPDC)

Rationale and qualifications for serving: Current member of TOLL P&R Board.

Participated in and coordinated development of Peace Program, Buffalo Creek Park and Weed Patch Mt. Trails/Trail Head development and Management.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

Current volunteer member of TOLL Parks & Recreation Board (since 2009).

Other information you feel might be pertinent, including current or prior occupation or resume:

I wish to continue my service to Lake Lure participating in P&R projects and working with other P&R Board members and TOLL staff to enhance the quality of life and recreation activities (Trails, Parks, Greenspace) for all LL residents and visitors.

Signature: _____ Date: _____



VOLUNTEER APPLICATION FORM

Name: ROBIN WORCESTER

Address: R2 HUNTINGTON RD, LL, NC Lake Lure Resident for 13 years

Home Phone: 625-5549 Cell Phone: 828-691-2764 Email: ROBIN.WORCESTER@GMAIL.COM

Employer: RETIRED Address: -

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: APPOINTED 12/2020, I WISH TO
CONTINUE SERVING ON THIS BOARD.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

SEE ATTACHED.

Other information you feel might be pertinent, including current or prior occupation or resume:

SEE ATTACHED.

Signature: [Handwritten Signature] Date: 15 JAN 2023

Other volunteer activities in which you are currently involved, including other Boards or Committees:

Trail boss for the BCP Trail since it opened.

Participate in trail workdays for Lake Lure trails.

Lead a group of volunteers to collect water samples and other data every month from the streams that empty into Lake Lure, In the summer months we also collect deep-water samples, collect oxygen and temperature data and collect samples for e-coli testing on the lake.

Other information you feel might be pertinent, including current or prior occupation or resume:

Geocaching - I maintain a 53-cache series labeled "Smiles for All" which initially displays a smilie face over the lake on a map. Participants need to read a Wikipedia article about Lake Lure to obtain true coordinates for the caches which are scattered around the lake. They must then find each cache and sign logsheets. Not only do they learn something about Lake Lure, they must visit the area.

Also, when BCP Trail opened, there was a concern that a geocache might be placed in the boulder area and endanger green salamander habitat. I placed two caches that overlap the boulder area to prevent any geocaches being placed in the boulder area. I still maintain those geocaches and no one has attempted to place a geocache in the boulder area.



VOLUNTEER APPLICATION FORM

Name: Pat Buede

Address: 2153 Memorial Hwy Lake Lure Resident for 22 years

Home Phone: _____ Cell Phone: 828-388-2144 Email: patbuede537@gmail.com

Employer: _____ Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

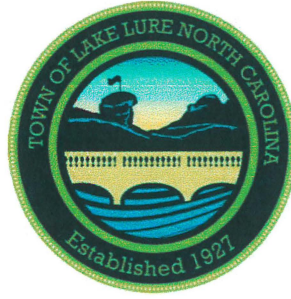
- Board of Adjustment & Lake Structure Appeals Board
- Zoning & Planning Board
- Lake Advisory Board
- Parks & Recreation Board
- ABC Board
- Utility Advisory Board
- Isothermal Planning & Development Commission (IPDC)

Rationale and qualifications for serving: would like to assist community in the preservation of LL for its residents
B.S. in Health, PE & recreation

Other volunteer activities in which you are currently involved, including other Boards or Committees:
only prior volunteer activities - town, TDA & Chamber

Other information you feel might be pertinent, including current or prior occupation or resume:
All of us love where we live. My interest lies in helping permanent residents get more involved with town projects & activities

Signature: Pat Buede Date: 12.12.23



VOLUNTEER APPLICATION FORM

Name: NEBBIE WARREN

Address: 138 Yacht Island Dr Lake Lure Resident for 3+ years

Home Phone: - Cell Phone: 205/535-0374 Email: dspbwarren@gmail.com
** Been coming PT for 20+*

Employer: Retired Address: _____

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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|---|----------------------------|--------------------------|-------------------------------------|--------------------------|------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: _____

* see Attached

Other volunteer activities in which you are currently involved, including other Boards or Committees:

CHAIR, LAKE LURE OLYMPIAD BOARD

Other information you feel might be pertinent, including current or prior occupation or resume:

* SEE ATTACHED

Signature: Nebbia P Warren

Date: 1-16-24

Brief Resume for Town of Lake Lure Volunteer Board Application

Debbie Warren
138 Yacjt Island Dr
Lake Lure, NC
Dspbwarren@gmail.com
205-535-0374

I have lived in Lake Lure full time since June, 2020 but have been coming here regularly since 1998 when my parents retired here . I helped at The Visitor's Center when volunteers manned the place; helped design and produce the Lakefront Lake Homeowners directory when my dad was treasurer; attended newcomer events and attend Fairfield Mtn Chapel when able.

I am currently the Chair of the Lake Lure Olympiad Board which has in its 20 year history distributed over \$ 400,000 .00 to non-profits in the HNG.

Professionally, I spent my 40+ year career in college athletics serving as a coach, teacher and administrator.

- I spent 5 years as a teacher, coach and administrator at Mount Union College in Ohio
- I was the first fulltime woman administrator at the University of Alabama and spent 16 years there as an Assistant Athletic Director working with Olympic sports and supervised the building of a state of the art softball facility
- I built a reputation for trouble shooting, strategic planning and building successful staff teams as well as building new facilities at:
 - Chowan University
 - Hartwick College
 - Marymount University
 - Indiana Tech University
- I received the National Director of Athletics Award in 2019-2020 as well as WHAC Conference Athletic Director of the Year in the same year for my work in building a national powerhouse department with number one ranked teams and above a 3.2 GPA average for over 700 athletes/28 sport teams and over 100 on staff as well as completing the design and construction of a multi million dollar athletic complex converting 9 holes of a purchased golf course into a multipurpose building, soccer/lacrosse field, outdoor track and field facility and a new home for baseball with space for an indoor track facility.

I attend town council meetings regularly. I am interested in the community and the future of this wonderful place and humbly ask for your consideration to serve on the Parks and Rec Board.



VOLUNTEER APPLICATION FORM

Name: Dan Gorman

Address: 241 Washburn Rd. Lake Lure Resident for 2 years

Home Phone: 720-620-6056 Cell Phone: _____ Email: dangorman3@gmail.com

Employer: Self Employed Address: _____
Landscape Designer

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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|---|----------------------------|--------------------------|-------------------------------------|--------------------------|------------------------------|---|
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| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |

Rationale and qualifications for serving: I want to be involved in our community and I
have substantial experience as a landscape designer that I feel will
effectively inform my service in a board position.

Other volunteer activities in which you are currently involved, including other Boards or Committees:
Lake Lure Flowering Bridge and Habitat for Humanity

Other information you feel might be pertinent, including current or prior occupation or resume:
I'm a lover of well thought out design and budget awareness from the very
beginning of a project. I love the outdoors in general, and our little slice of
WNC beauty specifically. I would love the opportunity to serve and help shape
positive parks and recreation experiences for future visitors and residents.

Signature:  Date: 12.10.2023



VOLUNTEER APPLICATION FORM

Name: Charlie Nance

Address: 213 N Shore DR Lake Lure Resident for 3 years

Home Phone: — Cell Phone: 704-929-0424 Email: dethwnance@gmail.com

Employer: Brights Creek Address: Mill Spring

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of
Adjustment & Lake
Structure Appeals
Board
- Zoning & Planning
Board
- Lake Advisory
Board
- Parks & Recreation
Board
Preference
- ABC Board

Rationale and qualifications for serving: I have an extensive history in construction, plumbing, electrical and currently work part time as the Building Engineer at Brights Creek Golf Resort.
Prior to moving to this area, I have owned my own business as a contractor and repairs.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

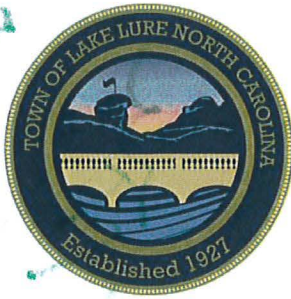
None at present

Other information you feel might be pertinent, including current or prior occupation or resume:

I served as a Town Commissioner for the Town of Lake Valley - NC for several years prior to moving to Tryon in 2013. I served as the Town Sewer & Water Commissioner.
I would welcome the opportunity to work for the betterment of Lake Lure and serve this beautiful community.

Signature: Charlie Nance

Date: 1/30/23



VOLUNTEER APPLICATION FORM

Name: MARIUS & CHERYL DAUGVILA

Address: 180 BLARNEY RD Lake Lure Resident for 2 years

Home Phone: 85195819 Cell Phone: 630.991.3631 Email: MDAUG17@GMAIL.COM

Employer: SELF-RETIRED Address: CHETATOTAL@GMAIL.COM

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

RE: DEMN

Board of Adjustment & Lake Structure Appeals Board

Zoning & Planning Board

Lake Advisory Board

Parks & Recreation Board

ABC Board

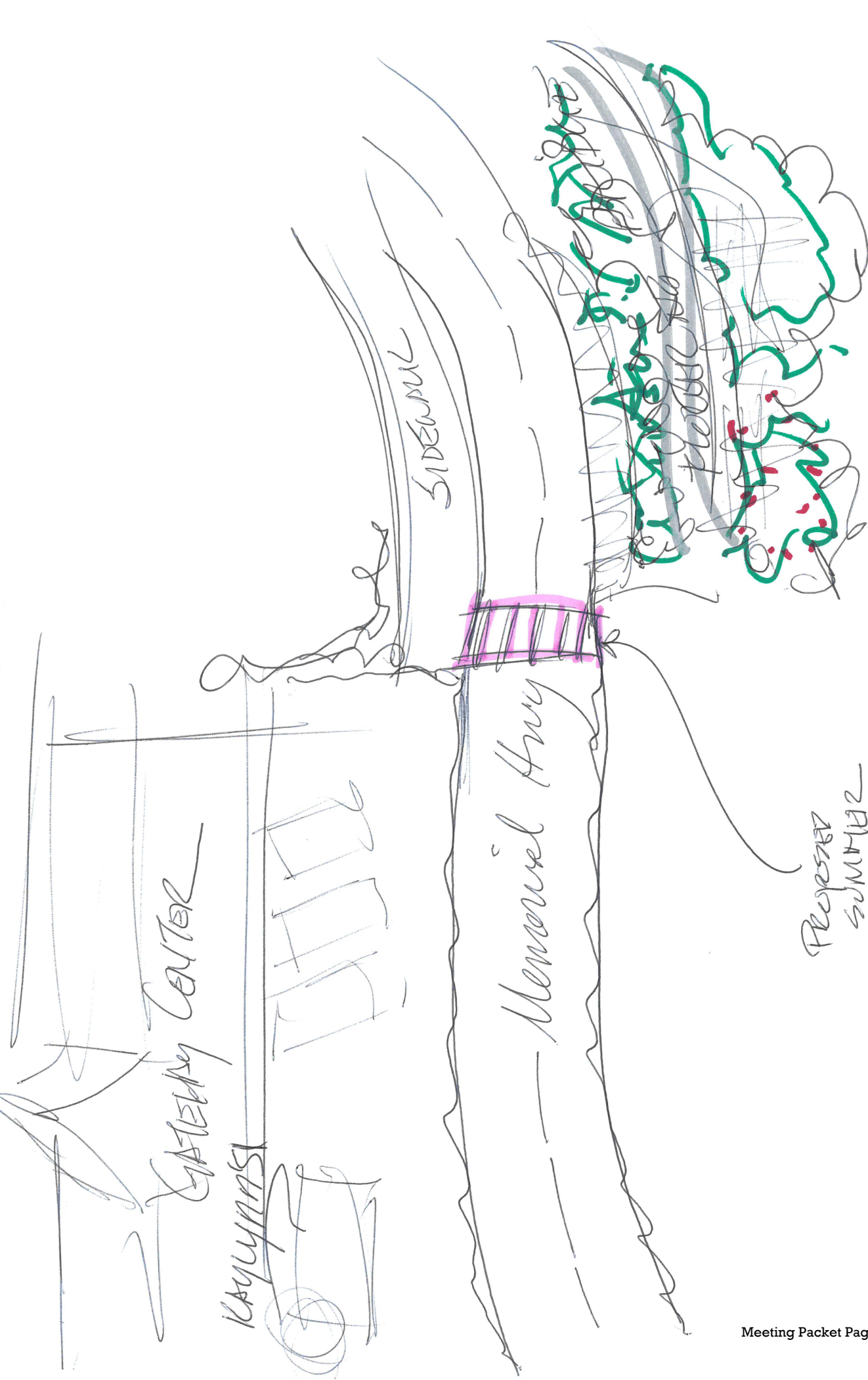
Utility Advisory Board

Rationale and qualifications for serving: MOM & EXPERIENCE IN CONSTRUCTION, CODES, PLANNING & MAINTENANCE BACKGROUND, 2 YEAR FULL TIME RESIDENT. (RE: CROSSING GUARD DUTY)

Other volunteer activities in which you are currently involved, including other Boards or Committees: FLOWERING BRIDGE VOLUNTEER, EARTH DAY CHAIR, NEIGHBORHOOD WATCH DOG + VOLUNTEER

Other information you feel might be pertinent, including current or prior occupation or resume: WE PROPOSE A CROSSWALK FROM THE FLOWERING BRIDGE TO THE SIDE WALK ON THE OTHER SIDE OF THE BRIDGE. THIS HELPS TOURISTS GET TO KADYLYNN'S SAFELY

Signature: _____ Date: _____



GALLERY CENTER

KAYLYNN'S

Memorial Arch

SIDEWALK

CROSSING THE ARCH
CROSSING THE ARCH

Project BRIDGES
SUMMER
CROSSWALK
BY VOLUNTEER
CROSSING THE ARCHES



VOLUNTEER APPLICATION FORM

Name: Jennifer Dittmer Vivolo

Address: 133 Dogwood Drive, Lake Lure, NC 28746 Lake Lure Resident for 3.5 years

Home Phone: _____ Cell Phone: 919-302-6374 Email: jdvivolo@gmail.com

Employer: Offices iQ Address: International House, 24 Holborn Viaduct, London, EC1A 2BN

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

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| Board of
Adjustment &
Lake Structure
Appeals Board | Zoning &
Planning Board | Lake Advisory
Board | Parks &
Recreation
Board | ABC Board | Utility
Advisory
Board | Isothermal
Planning &
Development
Commission
(IPDC) |


Rationale and qualifications for serving: I moved my family to Lake Lure from Raleigh area in 2020, so though I have lived here for less than 4 years, I have loved Lake Lure since 1997 when my parents, Ed and Kay Dittmer, retired here. I want to preserve the natural beauty of our town, but also incorporate recreational facilities and art that can be used and appreciated by all ages. Family activities for residents and the many visitors we get throughout the year should be encouraged.

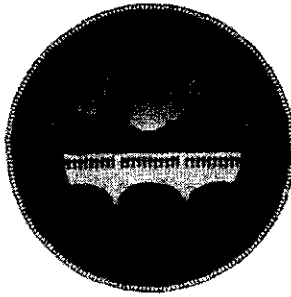
Other volunteer activities in which you are currently involved, including other Boards or Committees:

Treasurer, Lake Lure Classical Academy PTO (I raised funds through community sponsors to design and purchase an electronic outdoor scoreboard for the school that was just installed for use by soccer/baseball/softball).

Other information you feel might be pertinent, including current or prior occupation or resume:

I am an active licensed real estate agent in North Carolina and I practice commercial real estate as a career for past 24 years. I graduated with a degree in Journalism from UNC-Chapel Hill in 1995 and would certainly want to use those skills to write grant requests since I think Western NC should have more state-funded parks.

Signature:  Date: Jan 26, 2024



VOLUNTEER APPLICATION FORM

Name: Matt Manzi
Address: 207 Charlotte Drive Lake Lure Resident for 1 years
Home Phone: [redacted] Cell Phone: 828-243-1709 Email: mmanzi@camplurecrest.org
Employer: Camp Lurecrest Ministries Address: 207 Charlotte Drive

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of Adjustment & Lake Structure Appeals Board
- Zoning & Planning Board
- Lake Advisory Board
- Parks & Recreation Board
- ABC Board
- Utility Advisory Board
- Isothermal Planning & Development Commission (IPDC)

Rationale and qualifications for serving: I care about oversight of public lands and the responsible stewardship of natural resources. I have the knowledge and experience to provide input on these matters.

Other volunteer activities in which you are currently involved, including other Boards or Committees: I am not currently involved in any other volunteer activities.

Other information you feel might be pertinent, including current or prior occupation or resume: My current occupation requires me to manage natural resources in a recreation context. Furthermore, I have education and professional experience directly related to natural resource management. (see resume)

Signature: Matt Manzi Date: 01-31-2024

Matthew Manzi

1031 Timarron Trail • Watkinsville, GA 30677 • (706) 765-8600 • mmanzi920@gmail.com

EDUCATION

The University of Georgia

*Bachelor of Science in Forest Resources
Fisheries & Wildlife (Wildlife Sciences Emphasis)*

Athens, GA
May 2022

EXPERIENCE

Bird Conservancy of the Rockies Fort Collins, CO

Avian Field Technician

April 2023-Now

- Collected avian and vegetative data on sites throughout the southern Great Plains.
- Coordinated with private landowners to schedule property access and survey dates.
- Managed and organized collected data.

Chestnut Ridge Forestry Boles, AR

Forestry Technician

January 2023- March 2023

- Performed timber marking operations on federal lands according to silvicultural prescriptions provided by the USDA Forest Service.
- Collected common forest data included basal area, total and merchantable tree heights, and diameter at breast height.
- Navigated independently in a backcountry setting using GPS.

Western Ecosystems Technology Inc. White Hills, AZ

Field Biologist

October 2022-November 2022

- Conducted standardized searches for bird and bat mortalities at post-construction monitoring sites
- Collected data on mortalities according to written procedure in a field setting

Camp Lurecrest Ministries Lake Lure, NC

Maintenance Assistant

May 2022-September 2022

- Performed maintenance and upkeep on equipment and facilities using mixture of hand and power tools
- Facilitated upkeep of 68 acre property
- Coordinated invasive species removal through both chemical and mechanical methods

Georgia River Network Athens, GA

Water Trails Intern

January 2022- April 2022

- Used ArcGIS Online to create features and edit data for Georgia River Guide mobile app
- Coordinated with local authorities to collect information for app features.

CAMPUS AND COMMUNITY INVOLVEMENT

USGS Breeding Bird Survey

June 2022

- Performed point counts for birds at 50 points along 25 mile transect
- Followed written protocols for collecting data in an independent field setting

Urban Wildlife Information Network

Fall 2021

- Reviewed and classified over 700 trail camera photos to record data on urban wildlife

UGA Deer Research Barn

Spring 2021

- Observed deer behavior both visually and through use of cameras
- Collected and recorded data on deer behavior

RELEVANT SKILLS AND CERTIFICATIONS

Experience with ESRI products including ArcGIS Online, ArcMap, and ArcGIS Pro

Proficient in Microsoft Office, including Excel

**ZONING AND PLANNING BOARD
(Three Year Appointment)**

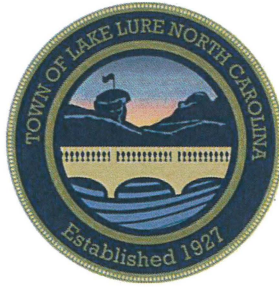
List of candidates to be considered to fill one position on the Zoning and Planning Board with term expiring in 2027.

Candidates currently serving on the Board seeking reappointment:

1. Mac Hillabush

Name of Candidate for Position #1 _____
Term Expiring: 2027

Signature of Commissioner: _____
Date: February 13, 2024



VOLUNTEER APPLICATION FORM

Name: MAC HILLABUSH
Address: 50 OWL HOLLOW RD Lake Lure Resident for 4 years
Home Phone: _____ Cell Phone: 425-941-2503 Email: M.HILLABUSH@CAMPLURECREST.ORG
Employer: CAMP LURE CREST Address: 207 CHARLOTTE DR

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- | | | | | |
|---|-------------------------------------|--------------------------|-----------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Board of
Adjustment & Lake
Structure Appeals
Board | Zoning & Planning
Board | Lake Advisory
Board | Parks & Recreation
Board | ABC Board |

Rationale and qualifications for serving: I HAVE OWNED 2 DIFFERENT BUSINESSES
IN CHIMNEY ROCK & LAKE LURE I CURRENTLY WORK AS
THE MAINTENANCE & FACILITY DIRECTOR AT CAMP LURE CREST.
I HAVE LOTS OF EXPERIENCE IN BUILDING & PROPERTY MANAGEMENT.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

NON AT THIS TIME

Other information you feel might be pertinent, including current or prior occupation or resume:

<u>MOTEL OWNER → CHIMNEY ROCK</u>	I GC A LOT OF PROJECTS & BUILDINGS & REMODELS AT CAMP LURE CREST.
<u>HANDY MAN → LAKE LURE</u>	
<u>MAINTENANCE & FACILITY DIRECTOR → LAKE LURE CAMP LURE CREST.</u>	
Signature: <u>Mac Hillabush</u>	Date: <u>12-19-23</u>

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: February 13, 2024**

SUBJECT: Budget Amendment #364 for Repairs to Parks, Recreation, and Lake Office Roof and Maintenance Related to NCDOT Replacement and Upsizing of Drain Pipe under Highway 64/74

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: C

Department: Finance

Contact: Stephen Ford, Finance Director

Presenter: Dana Bradley, Parks, Recreation, and Lake Coordinator

BRIEF SUMMARY:

Budget Amendment #364 is to fund repairs to the Parks, Recreation, and Lake Department's roof and for maintenance repairs related to NCDOT replacement and upsizing of a drain pipe under Highway 64/74. The overall amount associated with Budget Amendment #364 is \$75,000 which includes \$40,000 for the NCDOT pipe replacement and \$35,000 for the roof replacement.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #364 for Repairs to Parks, Recreation, and Lake Office Roof and Maintenance Related to NCDOT Replacement and Upsizing of Drain Pipe under Highway 64/74.

FUNDING SOURCE:

General Fund Balance

ATTACHMENTS:

Budget Amendment #364 for Repairs to Parks, Recreation, and Lake Office Roof and Maintenance Related to NCDOT Replacement and Upsizing of Drain Pipe under Highway 64/74

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2024:

Department: Park and Recreation

Purpose: To fund for 1. Repairs to Park and Rec roof and 2. Maintenance related to DOT replacement and upsizing of drain pipe under Highway 64/74.

1. \$40,000 allocated to DOT Pipe replacement
2. \$35,000 allocated to Roof Replacement

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

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
350	613000		\$75,000	\$75,000

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

Account Name: **Transfer From General Fund**
 Account Number: 10-398600
 Amount: **\$75,000**

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

Finance Officer

Date

Section 3. Copies of this amendment shall be delivered to the Budget/Finance Officer and Town Auditor for their direction.
 Adopted this _____ day of _____, 2024.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: February 13, 2024**

SUBJECT: Budget Amendment #365 for Manhole Replacement Project and Sewer Line Stabilization Project at Lake House Restaurant and Highway 9

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: D
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Dean Lindsey, Public Services Director

BRIEF SUMMARY:

Budget Amendment #365 is to fund a manhole replacement project and a sewer line stabilization project at the Lake House Restaurant and Highway 9. The overall amount associated with Budget Amendment #365 is \$35,000 which includes \$15,000 for the manhole replacement and \$20,000 for the sewer line stabilization.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Budget Amendment #365 for Manhole Replacement Project and Sewer Line Stabilization Project at Lake House Restaurant and Highway 9.

FUNDING SOURCE:

Sewer Fund – Retained Earnings

ATTACHMENTS:

Budget Amendment #365 for Manhole Replacement Project and Sewer Line Stabilization Project at Lake House Restaurant and Highway 9.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2024:

Department: Sewer

Purpose: To fund for 1. Manhole replacement project 2. Sewer line stabilization project at Lake House Restaurant and Highway 9.

1. \$15,000 allocated for Manhole replacement
2. \$20,000 allocated for sewer line stabilization

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

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
691	714000		\$35,000	\$154,000

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

Account Name: **Transfer From Sewer Fund-Retained Earnings**
 Account Number: 53-398600
 Amount: **\$35,000**

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

 Finance Officer

 Date

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

Adopted this _____ day of _____, 2024.

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: February 13, 2024

SUBJECT: Resolution No. 24-02-13A Authorizing the Town Manager to Act on Ruby-Collins Design Build Agreement Terms Regarding Section 8.2 (“Delays of Work”) And Section 11.1 (“Owner’s Right To Stop Work”) for Work Detailed in Agreement Amendment 02

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Project Management
Contact: Michael Dydula, Project Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

The Town had planned for Ruby-Collins, the sewer replacement design-build team, to completed work throughout the entirety of the 2024 drawdown schedule. Simultaneously, Morgan Corporation was to be working on the installation of the reservoir drain valve. It was determined throughout the first few weeks of the drawdown that Ruby-Collins and Morgan Corporation could not efficiently complete their respective projects at the same time. The lake must be at 12 ft. down for Ruby-Collins to complete their work, which is typically doable during adverse weather events with the assistance of the hydroelectric plant and flood gates. However, when operating the hydroelectric plant and flood gates, Morgan Corporation is unable to function due to the wet conditions that are created. The drain valve installation is the current priority because it is necessary for the completion of the sewer replacement project in future drawdowns. Thus, it was determined that it would be most beneficial to halt Ruby-Collins’s work for the remainder of this drawdown. This will allow Morgan Corporation to continue operations during rain events because the Town will use 12 ft. draw down as a protective buffer without the need to use of hydroelectric or flood gates. Resolution No. 24-02-13A authorizes the Town Manager to act on Ruby-Collins Design Build Agreement Terms regarding Section 8.2 (“Delays of Work”) and Section 11.1 (“Owner’s Right To Stop Work”) for Work Detailed in Agreement Amendment 02 for the remainder of the 2024 drawdown schedule.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 24-02-13A Authorizing the Town Manager to Act on Ruby-Collins Design Build Agreement Terms Regarding Section 8.2 (“Delays of Work”) And Section 11.1 (“Owner’s Right To Stop Work”) for Work Detailed in Agreement Amendment 02

ATTACHMENTS:

Resolution No. 24-02-13A Authorizing the Town Manager to Act on Ruby-Collins Design Build Agreement Terms Regarding Section 8.2 (“Delays of Work”) And Section 11.1 (“Owner’s Right To Stop Work”) for Work Detailed in Agreement Amendment 02

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 24-02-13A

RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE AUTHORIZING THE TOWN MANAGER TO ACT ON RUBY-COLLINS DESIGN BUILD AGREEMENT TERMS REGARDING SECTION 8.2 (“DELAYS OF WORK”) AND SECTION 11.1 (“OWNER’S RIGHT TO STOP WORK”) FOR WORK DETAILED IN AGREEMENT AMENDMENT 02

WHEREAS, adverse weather and conflicts with the reservoir drain valve installation project has resulted in the need to suspend or delay the work of sewer replacement Design Build team Ruby-Collins that was to be completed during the 2024 drawdown under Agreement Amendment #2; and

WHEREAS, Section 8.2.1 of the Design Build Agreement states that if Ruby-Collins is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Ruby-Collins is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order; and

WHEREAS, Section 8.2.2 of the Design Build Agreement states that in addition to Design-Builder’s right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement; and

WHEREAS, Section 11.1.1 of the Design Build Agreement states that the Town may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project¹; and

WHEREAS, Section 11.1.2 of the Design Build Agreement states that Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner; and

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

SECTION ONE. The Town Council authorizes the Town Manager (or his designee) to act on Ruby-Collins Design Build Agreement terms regarding Section 8.2 (“Delays of Work”) and Section 11.1 (“Owner’s Right to Stop Work”) to formally suspend work for the remainder of the 2024 drawdown period for work specified in Agreement Amendment 02. The Town Manager (or his designee) shall work with Ruby -Collins to make appropriate Amendments to the Contract Documents to account for any costs and additional time necessitated by this suspension of work.

¹ The situation encountered by the Town during the current drawdown period has illustrated the need to amend Section 11.1.1 of the Design Build Agreement since each drawdown period is typically 90-120 days thus the 60 and 90 day periods referenced in paragraph 11.1.1 are not practicable. The Manager is directed to work with Ruby-Collins to negotiate appropriate amendments to paragraph 11.1.1.

SECTION TWO. The Town of Lake Lure and Ruby-Collins will abide by all terms specified in the Design Build Agreement and Agreement amendments.

READ APPROVED AND ADOPTED this _____ day of _____, 2024.

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

LAKE LURE TOWN COUNCIL
AGENDA REQUEST FORM
Meeting Date: February 13, 2024

SUBJECT: Fiscal Year 2024 Rehabilitation of High Hazard Potential Dams Funding Opportunity

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Communications
Contact: Laura Krejci, Communications Director
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

On February 7, 2024 the NC Department of Environmental Quality's Dam Safety Office invited the Town of Lake Lure to apply for the Fiscal Year 2024 Rehabilitation of High Hazard Potential Dams (HHPD) Grant. These grants require a 35% match. Town Staff consulted with Schnabel Engineering and recommends applying for this funding to support the remaining (70%) design of the replacement dam.

BACKGROUND:

1. **FY21 FEMA HHPD Grant:** The Town is currently awaiting the final contract for the FY21 FEMA HHPD Grant funding for the Field Investigation associated with the replacement dam. The Town has been advised that this grant has been approved and the final contract will be forthcoming.
 - This application is for the initial field investigations (i.e., additional topographic surveys, geologic mapping, and geophysical surveys) and the temporary access road/bridge.
 - The total cost for this portion of revised work order #9A (tasks 1 and 2) is \$655,263.
 - The Town has been advised that the grant was being awarded for 65% of the total cost or \$425,921.

2. **FY22 FEMA HHPD Grant:** This grant application is for the 30% Design Project for the Lake Lure Replacement Dam
 - This project includes preparation of a preliminary design for the Lake Lure replacement dam.
 - The total project cost for this 30% design phase for the replacement dam is \$745,341. This grant opportunity requires a 35% match.
 - The Town has been advised that the application is still under review with FEMA.

3. **FY2023 FEMA HHPD Grant:** The Town was advised that FEMA skipped this year, likely because the program is so backed up.
4. **FY2024 FEMA HHPD Grant:** Town staff consulted Schnabel Engineering regarding this grant opportunity. The Town recommends applying for the remaining portion (70%) of the design of the replacement dam.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Town staff recommends applying for the Fiscal Year 2024 Rehabilitation of High Hazard Potential Dams Funding Opportunity for the remaining portion (70%) design of the replacement dam.

ATTACHMENTS:

None

STAFF COMMENTS AND RECOMMENDATIONS:

Town staff recommends applying for the Fiscal Year 2024 Rehabilitation of High Hazard Potential Dams Funding Opportunity for the remaining portion (70%) design of the replacement dam.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Town Staff submitting an application for the Fiscal Year 2024 Rehabilitation of High Hazard Potential Dams Funding Opportunity for the remaining portion (70%) design of the replacement dam.

FUNDING SOURCE:

FEMA

X

CLOSED SESSION

In accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims.

XI

ADJOURNMENT