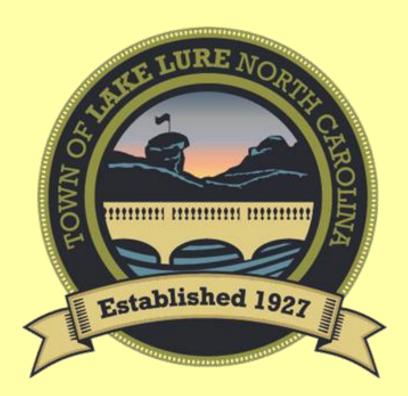
LAKE LURE TOWN COUNCIL MEETING PACKET

Tuesday, March 11, 2025 5:00 p.m.



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

II Agenda Adoption

TOWN OF LAKE LURE REGULAR TOWN COUNCIL MEETING

Tuesday, March 11, 2025 at 5:00 p.m. Legends at Rumbling Bald



Agenda

- I. Call to Order
 - A. Pledge of Allegiance and Invocation
- II. Agenda Adoption
- III. Mayor's Communication
- **IV.** Town Managers Communication
- V. Council Liaison Reports and Comments
- VI. Consent Agenda
 - A. Approval of the February Minutes
- VII. Unfinished Business
- VIII. New Business
 - A. Private Property Debris Removal Program Presentation
 - B. Internal Controls- Policy Review and Requested Adoption
 - C. Conflict of Interest-Policy Review and Requested Adoption
 - D. Resolution 25-03-11 for Revenue Replacement Loan
 - E. Notice of Violation Appeal NOV2024046
 - F. Storm Recovery Updates

IX. 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, <u>kmartin@townoflakelure.com</u> at least one hour prior to the meeting.

X. Adjournment

III MAYOR'S COMMUNICATIONS

IV TOWN MANAGER'S COMMUNICATIONS



Town Manager Report February 2025

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

Public Services – 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. In addition, public services have assisted in a number of storm recovery tasks.

Top accomplishments/project updates:

- The Arcade Pressure Reducing Valve (PRV) has been brought online
- Repaired Green Space across from the Fire Department. Project repaired draining to prevent future erosion issues.
- Completed boring underneath WWTP road for conduits
- Ditches were cleaned throughout the town
- PW Crew begins work on re-beautifying Morse Park
- Repaired 3 water leaks throughout the water system
- Completed approximately 15 hard trash requests
- Completed approximately 14 requested North Carolina 811 locates

Community Development – Director Williams reports that the department continues permitting operations and they are working to assist residents with permitting and questions related to rebuilding and repairs related to Hurricane Helene.

Top accomplishments/project updates:

• The Department is working with public safety and GIS staff to create a list and database of damaged lake structures. This list will be provided to FEMA to allow them to assess the creation of a scope for removals of substantial damaged structures as their operations continue across the lake. Letters were sent to all property owners with substantially damaged lake structures.

- Assisted FEMA and ICF with ongoing storm related questions from a community development perspective.
- The cell tower permitting is estimated to be finalized by summer of this year.

Fire / Emergency Management –It was still a busy month in February. The department responded to <u>36</u> fire/medical/rescue calls throughout the month. Firefighters completed <u>363</u> Hours of Training this month. Partial list of accomplishments:

- Assisted the National Guard on trail system recovery.
- Completed annual service testing of the SCBAs.
- Provided mutual aid to Bills Creek Fire Department for three structure fires in one day.
- Assisted Fire Department in McDowell County by providing crew for district standby during the service for passing of the former chief.
- Assisted or completed various tasks related to storm recovery including debris cleanup, identification of substantially damaged lake structures, and more.

Police – The department is handling regular operations and assisting with storm recovery. As is usual for this time of year, visitor traffic to the area remains slow, with the exception of numerous dump trucks helping our town become normal again. While traffic is slower throughout the downtown area, on Sunday, February 23rd there was a Lake Lure-Chimney Rock Relief Ride where all donations were for the Hickory Nut Gorge Outreach of Lake Lure. Bikers met at Lastrada Restaurant. Our officers stood by to assist with traffic in the area as needed. Lake Lure Classical Academy held a 2-day Basketball Tournament. LLCA School Administrators requested LLPD attend for extra presence to assist the county School Resource Officer. The two day event went great with no issues.

Top accomplishments:

- Officers responded to a domestic fight earlier this month which involved an AK-47 firearm. A woman and infant were able to escape from the aggressor and get to safety. This case is currently pending in court.
- This month several calls were received, each involving "Obtaining Property by False Pretense". Each case involved individuals who had, thought they befriended a woman, who claimed needed money for various reasons. All victims lost several thousand dollars each in this scheme where the Suspect claimed they lived in Lake Lure.
- Officer Shuford, Chief Humphries and the County Resource Officer joined Principal Cohan, teachers and parents at Lake Lure Classical Academy for a Parent –Teacher Question and Answer Conference. This is always a great time for all to sit together and go over any concerns that anyone may have.

Parks, Recreation & Lake – The Parks, Recreation, and Lake Department has been focusing heavily on restoration of the lake, parks, and trails damaged by Hurricane Helene. The Department is also taking the lead on consistent completion of water sampling to ensure environmental health of the lake.

Top Accomplishments:

- Utilized a total of **220 volunteer hours, valued at \$1,280.**
- Got approved for a grant to fully fund a replacement playground.
- Reconnected 63 non-motorized vessels that were lost during the hurricane with their owners.
- USACE/Ashbritt continues debris removal from the lake.

Finance – The finance department is handling day-to-day financial operations, assisting ICF and FEMA with obtaining additional funding related to Hurricane Helene, and budget preparation for the next fiscal year is currently underway.

- Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. Property Tax Revenue, state shared revenue, and land use continue to track as projected with adjusted estimates in light of the change in operations and collections. The other revenue sources are being analyzed in conjunction with revenue replacement possibilities that have been offered through FEMA and most currently by the NC Treasurer.
- The Town's financial position with an unreconciled bank balance of approximately \$9,000,000 for all funds other than special revenue funds (the Dam Fund) which still holds a balance of \$8,700,000.00. State revenue replacement loan proceeds, FEMA reimbursements, and ARPA reimbursements will greatly enhance the Town's position.
- The FY 23 audit report is complete and now the FY 24 audit will hopefully be implemented and concluded at a reasonable pace.
- Insurance changes and reviews are being discussed with the Town's carrier. Updates will be provided to the Town Manager in order to review and share with Town Council.
- Bids are being accepted for Dental, Vision and Life are now being reviewed by HR in conjunction with Finance. Results are being carefully monitored for budget recommendations and changes.
- Other contracts such as sanitation, banking, and investment will be opted for bids in order to evaluate cost savings and establish extended service terms.

Communications – Communications Director Krejci continues her community outreach which is greater than every due to ongoing recovery events. There were 39 news articles published on the town's website. Additionally, 2,579 individuals received town news via hyperlink. Director Krejci also continues working on FEMA grant funding for the dam and events coordination. Top Highlights:

- Managing the ever growing social media with significantly increased feedback, mostly positive. The highest reaching posted was viewed over 448,000 with 5,800 interactions.
- Keeping the public informed through the weekly storm recovery updates. The last updates have been viewed by over 16,000 on Facebook and by over 1,200 on the website.
- Answering inquiries from the public online, via email, and phone calls.

Manager / Clerk / Admin Summary

February was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations.

Highlights:

- Held various meetings with FEMA, the Army Corp of Engineers, and other agencies to plan next steps in storm recovery and to identify funding sources.
- The Town has also been working with FEMA and USACE to push towards subsurface and sedimentation removal, which they have agreed to. USACE and FEMA are currently working on a scope of work which will be added to their existing contract.
- Worked closely with ICF, the disaster recovery firm, to obtain funding and plan for long term recovery success.
- The reservoir drain valve project is set for completion in March. Divers have been clearing the trash gate which was filled with storm related debris and sedimentation.
- Town Hall is fully operating out of the Arcade Building.
- A design was obtained for Lago Vista Road which shows what would need to be completed to open the road allowing access to Chimney Rock State Park. A traffic study is also underway.
- The Town approved a scope of work for the creation of a new comprehensive plan. This process will begin with Foothills Regional Commission by the beginning of July.
- Continued efforts to obtain property access for the West End Sewer Project. The Town has rights of entry agreements and/or easements form 3 of the 6 properties needed. The condemnation process is in progress in case an agreement cannot be reached with the three other property owners. The project will begin in March and it is estimated that it will take 4 months for final completion, but substantial completion will take place sooner.

TOWN OF LAKE LUREPage: 1 of 6Statement of Revenue Budget vs ActualsReport ID: B110For the Accusting Deviced2 (25) For the Accounting Period: 2 / 25

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310100 P & I - Taxes	0.00	3,021.20	10,000.00	6,978.80	30 %
Account Group To	tal: 0.00	3,021.20	10,000.00	6,978.80	30 %
311000 Ad Valorem Taxes-2000					
311190 AD VALOREM TAXES-2019	0.00	11,208.44	0.00	-11,208.44	** %
311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
311213 Ad Valorem Taxes-2023	0.00	1,600,792.99		-1,600,792.99	** %
311214 Ad Valorem Taxes DV5-dam cap		888,498.92		-888,498.92	** %
311220 AD VALOREM TAX 2022-	0.00	0.00	,,	4,526,150.00	0 %
Account Group To	tal: 0.00	2,500,500.35	4,576,150.00	2,075,649.65	55 %
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	0 %
312024 ad valorem veh taxes dv5 202		12,538.32		-12,538.32	** %
Account Group To	tal: 0.00	12,538.32	113,850.00	101,311.68	11 %
32000 STATE SHARED REVENUES					
332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
332300 Court Costs, Fees and Chrgs	0.00	1,910.87	550.00	-1,360.87	347 %
332400 Utilties Franchise Tax	0.00	181,198.55	201,195.00	19,996.45	90 %
332600 Powell Bill - Tax on Gas	0.00	93,056.07		-16,456.07	121 %
332930 State Shared Sales Tax	0.00	1,085,152.16	1,899,950.00	814,797.84	57 %
332933 Solid Waste Disposal Tax	0.00	543.77		236.23	70 %
332942 Video Programming Tax 332991 NC DEQ Dredging Grant	0.00 0.00	0.00	- /	15,975.00	0 % 0 %
Account Group To		1,361,861.42		800,000.00 1,638,138.58	45 %
-					
47000 LAND USE FEES	5 400 00			25 525 22	F1 0
347100 Zoning Permits	5,480.00	36,960.00	72,745.00	35,785.00	51 % 20 %
347200 Land Disturbance Permit 347300 Sign Permit	0.00	1,348.80 142.00	6,600.00 500.00	5,251.20 358.00	20 % 28 %
347550 Vacation Rental Fees	300.00	3,600.00		6,400.00	20 ° 36 %
347600 Lake Structure Permit/LSA	-500.00	-60.00		9,315.00	-1 %
347800 Fire Inspection	0.00	0.00	50.00	50.00	0 %
347900 Fines/Penalties - Land Use	0.00	4,500.00		-3,650.00	529 %
Account Group To		46,490.80	100,000.00	53,509.20	46 %
61000 TAKE					
361201 Lake Lure Tours	0.00	12,040.93	60,000.00	47,959.07	20 %
361202 Lake Fines	0.00	368.00	300.00	-68.00	123 %
361203 Lake Comm License Fees	1,050.00	20,350.00	15,000.00	-5,350.00	136 %
361204 Boat Permits	0.00	156,059.98	675,000.00	518,940.02	23 %
361205 RBR CONCESSIONS	0.00	27,967.28	25,000.00	-2,967.28	112 %
361207 Cluster Mooring Fees	0.00	0.00	1	24,000.00	0 %
Account Group To	tal: 1,050.00	216,786.19	799,300.00	582,513.81	27 %
863000 BEACH					
363801 Beach-Admission Fee-Adult	0.00	0.00	65,000.00	65,000.00	0 %
363804 Beach-Concessions	0.00	0.00	10,000.00	10,000.00	0 %

	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
	Account Group Total:	0.00	0.00	75,000.00	75,000.00	0 %
64000 MA	ARINA					
364902	Marina-Open Slip Rental	0.00	2,050.00	310,000.00	307,950.00	1 %
364905	Marina-Concessions	0.00	0.00	18,500.00	18,500.00	0 %
364908	Marina-Rentals	0.00	0.00	50,000.00	50,000.00	0 %
	Account Group Total:	0.00	2,050.00	378,500.00	376,450.00	1 %
83000 MI	SCELLANEOUS REVENUES					
383100	Interest Earned on Investments	0.00	4,226.88	4,000.00	-226.88	106 %
383200	Beer and Wine Permits	0.00	0.00	1,000.00	1,000.00	0 %
383321	Fire-Rural Fire Protection	0.00	10,117.48	8,592.00	-1,525.48	118 %
383430	Community Center Rental	0.00	750.00	250.00	-500.00	300 %
383440	Pavilion/Gazebo Rental	0.00	1,250.00	3,500.00	2,250.00	36 %
383450	Meadows Rental	0.00	0.00	250.00	250.00	0 %
383500	Sale of Assets	0.00	1,024.00	3,500.00	2,476.00	29 %
383600	Golf Cart Permit	0.00	20.00	200.00	180.00	10 %
383700	LLABC-Distribution for Law Enforcement	0.00	5,516.27	750.00	-4,766.27	736 %
383701	ABC-Dist. for Drug/Alcohol	0.00	7,722.77	1,250.00	-6,472.77	618 %
383800	ABC-Distribution of Funds	0.00	54,351.00	20,000.00	-34,351.00	272 %
383900	Misc Revenue	100.00	1,383,704.96	30,458.00	-1,353,246.96	*** %
383903	Town Promotional Materials	0.00	0.00	500.00	500.00	0 %
383910	Copies	0.00	357.50	500.00	142.50	72 %
383930	Recycling Collections	-281.00	14,888.21	15,250.00	361.79	98 %
	Account Group Total:	-181.00	1,483,929.07	90,000.00	-1,393,929.07	***
98000 TR	RANSFERS					
398606	Transfer from Capital Project	0.00	-2,273,242.10	0.00	2,273,242.10	** %
	Account Group Total:	0.00	-2,273,242.10	0.00	2,273,242.10	** %
	Fund Total:	6,149.00	3,353,935.25	9,142,800.00	5,788,864.75	37 %

20 FEMA-STORM Helene Recovery

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
390000 OTHER REVENUES					
390000 OTHER REVENUES	-200.00	2,655,751.00	0.00	-2,655,751.00	** %
Account Group Total:	-200.00	2,655,751.00	0.00	-2,655,751.00	** %
Fund Total:	-200.00	2,655,751.00	0.00	-2,655,751.00	** %

22 DAM Capital Projects Fund

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	84,518.98	0.00	-84,518.98	** %
Account Group Total:	0.00	84,518.98	0.00	-84,518.98	** %
Fund Total:	0.00	84,518.98	0.00	-84,518.98	** %

TOWN OF LAKE LUREPage: 5 of 6Statement of Revenue Budget vs ActualsReport ID: B110For the Accounting Period:2 / 25 For the Accounting Period: 2 / 25

53 WATER AND SEWER FUND

	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
371000						
371105	Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300	Charges for Water	17,242.62	121,819.62	330,000.00	208,180.38	37 %
371400	Charges for Sewer	95,922.71	413,183.94	1,275,000.00	861,816.06	32 %
371500	Taps and Connect-Water	0.00	-1,155.00	5,000.00	6,155.00	-23 %
371600	Taps and Connect-Sewer	0.00	-1,160.00	5,000.00	6,160.00	-23 %
371700	Transfer Fee-Water/Sewer	160.00	440.00	1,000.00	560.00	44 %
371800	W/S - Penalty and Interest	1,750.00	5,375.00	6,000.00	625.00	90 %
371900	W/S - Misc	0.00	186.48	0.00	-186.48	** %
	Account Group Total:	115,075.33	538,690.04	1,637,000.00	1,098,309.96	33 %
383000 MI	SCELLANEOUS REVENUES					
383100	Interest Earned on Investments	0.00	0.00	1,000.00	1,000.00	0 %
383460	Water Tank Rental	0.00	7,426.30	12,360.00	4,933.70	60 %
	Account Group Total:	0.00	7,426.30	13,360.00	5,933.70	56 %
	Fund Total:	115,075.33	546,116.34	1,650,360.00	1,104,243.66	33 %

56 ELECTRIC FUND

	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
372000						
372300	Charges for Utilities-Electri	.c 0.00	35,955.93	280,000.00	244,044.07	13 %
	Account Group Tot	al: 0.00	35,955.93	280,000.00	244,044.07	13 %
	Fund Tot	al: 0.00	35,955.93	280,000.00	244,044.07	13 %
	Grand Total:	121,024.33	6,676,277.50	11,073,160.00	4,396,882.50	60 %

03/07/25 14:08:25

TOWN OF LAKE LURE Page: 1 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	% mmit
L1000 COMMISSION						
411000 COMMISSION						
102 Salaries-Part Time	1,100.00	8,800.00	13,200.00	13,200.00	4,400.00	67
109 FICA	84.15	673.20	1,100.00	1,100.00	426.80	61
214 Supplies-Dept	0.00	0.00	6,300.00	6,300.00	6,300.00	
215 Supplies-Materials	0.00	6,209.35	34,525.00	34,525.00	28,315.65	18
310 Travel and Transportation	0.00	1,440.89	3,675.00	3,675.00	2,234.11	39
Account Total:	1,184.15	17,123.44	58,800.00	58,800.00		29
Account Group Total:	1,184.15	17,123.44	58,800.00	58,800.00	41,676.56	29
L3000 ADMINISTRATION						
413000 ADMINISTRATION						
100 SALARIES	28,594.04	288,088.59	522,900.00	522,900.00	234,811.41	55
103 Professional Services	3,500.00	48,302.25	68,250.00	68,250.00	19,947.75	71
109 FICA	2,149.07	21,368.72	40,425.00	40,425.00	19,056.28	53
110 Retirement	2,949.23	55,259.14	95,550.00	95,550.00	40,290.86	58
111 Group Insurance	3,531.76	35,611.58	70,350.00	70,350.00	34,738.42	51
120 401 (K) Contribution	600.43	5,304.04	26,775.00	26,775.00	21,470.96	20
180 Legal Services	19,942.93	41,674.73	57,750.00	57,750.00	16,075.27	
190 Engineering Services	0.00	87,401.86	,	,	-55,901.86	
		,	31,500.00	31,500.00		
214 Supplies-Dept	0.00	5,707.36	9,450.00	9,450.00	3,742.64	
215 Supplies-Materials	0.00	3,947.31	3,150.00	3,150.00	-797.31	
310 Travel and Transportation	120.40	1,912.28	9,975.00	9,975.00	8,062.72	
320 Postage	1,500.00	2,285.34	5,250.00	5,250.00	2,964.66	44
321 Telephone	0.00	46.16	0.00	0.00	-46.16	
322 Printing	0.00	1,598.97	1,575.00	1,575.00	-23.97	
324 Dues and Subscriptions	595.00	2,052.00	8,925.00	8,925.00	6,873.00	23
330 Utilities	0.00	28,522.82	31,500.00	31,500.00	2,977.18	91
350 Repairs and Maint-Buildings	167.40	34,671.78	52,500.00	52,500.00	17,828.22	66
353 Repairs and Maint-Equipment	0.00	0.00	8,400.00	8,400.00	8,400.00	
370 Advertising	0.00	564.92	3,675.00	3,675.00	3,110.08	15
614 Lobbyist	0.00	25,000.00	65,100.00	65,100.00	40,100.00	38
687 Contractual - County Tax	0.00	0.00	18,900.00	18,900.00	18,900.00	
691 Contractual Services	3,450.00	84,866.01	126,000.00	126,000.00	41,133.99	67
Account Total:	67,100.26	774,185.86	1,257,900.00	1,257,900.00	483,714.14	62
Account Group Total:	67,100.26	774,185.86	1,257,900.00	1,257,900.00	483,714.14	62
20000 CENTRAL SERVICES-Technology & 20000 CENTRAL SERVICES-Technology & T	elecommunications					
109 FICA	16.95	171.94	0.00	0.00	-171.94	
	38.55	356.32	0.00	0.00	-356.32	
111 Group Insurance						7.0
321 Telephone	890.82	22,148.19	28,350.00	28,350.00	6,201.81	78
325 Internet Services	0.00	0.00	5,460.00	5,460.00	5,460.00	
326 Easements	0.00	23.08	0.00	0.00	-23.08	
380 IT Support Services	0.00	73,269.67	95,940.00	95,940.00	22,670.33	76
527 TECH-Website Update	0.00	0.00	5,250.00	5,250.00	5,250.00	
Account Total:	946.32	95,969.20	135,000.00	135,000.00	39,030.80	71

TOWN OF LAKE LURE Page: 2 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available % Appropriation Commit
431000 POLICE					
431000 POLICE					
100 SALARIES	51,245.48	452,258.61	601,650.00	601,650.00	149,391.39 75 %
101 OVERTIME	0.00	4,527.30	5,775.00	5,775.00	1,247.70 78 8
102 Salaries-Part Time	133.88	4,252.52	29,400.00	29,400.00	25,147.48 14 8
104 Separation Allowance-Law	2,399.14	19,428.67	21,525.00	21,525.00	2,096.33 90 %
109 FICA	3,952.15	35,516.18	51,975.00	51,975.00	16,458.82 68 %
110 Retirement	10,748.37	99,175.20	119,700.00	119,700.00	20,524.80 83 8
111 Group Insurance	7,816.46	62,772.72	108,885.00	108,885.00	46,112.28 58 %
112 Special Benefit Fund-Police	2,205.55	19,797.58	28,544.00	28,544.00	8,746.42 69
212 Supplies-Fuel	31.02	5,721.25	28,875.00	28,875.00	23,153.75 20
214 Supplies-Dept	0.00	19,970.06	11,550.00	11,550.00	-8,420.06 173
215 Supplies-Materials	0.00	151.62	0.00	0.00	-151.62
217 Supplies-Uniforms	0.00	7,097.38	10,500.00	10,500.00	3,402.62 68
220 Alchohol & Drug Ed.	0.00	0.00	1,050.00	1,050.00	1,050.00
310 Travel and Transportation	0.00	1,043.22	3,150.00	3,150.00	2,106.78 33
324 Dues and Subscriptions	0.00	0.00	6,615.00	6,615.00	6,615.00
333 Utilities-Boat House and Range		0.00	525.00	525.00	525.00
353 Repairs and Maint-Equipment	0.00	7,125.11	4,200.00	4,200.00	-2,925.11 170
354 Repairs and Maint-Vehicles	4,383.31	16,802.83	26,250.00	26,250.00	9,447.17 64
490 Miscellaneous	4,303.31	275.00	1,050.00	1,050.00	775.00 26
524 Computers	0.00	2/3.00	10,500.00	10,500.00	10,500.00
691 Contractual Services	0.00	18,636.12	21,053.00	21,053.00	2,416.88 89
Account Total:	82,915.36	774,551.37	1,092,772.00	1,092,772.00	318,220.63 71
Account Group Total:	82,915.36	774,551.37	1,092,772.00	1,092,772.00	318,220.63 71 %
34000 FIRE	·	,			
434000 FIRE					
100 SALARIES	28,528.86	270,617.66	474,950.00	474,950.00	204,332.34 57
101 OVERTIME	0.00	0.00	26,250.00	26,250.00	26,250.00
102 Salaries-Part Time	4,645.94	47,244.11	39,165.00	39,165.00	-8,079.11 121
109 FICA	2,452.91	23,654.11	40,740.00	40,740.00	17.085.89 58
110 Retirement	6,791.40	64,635.78	86,835.00	86,835.00	22,199.22 74
111 Group Insurance	4,972.14	41,516.42	88,095.00	88,095.00	46,578.58 47
120 401 (K) Contribution	1,436.66	13,651.16	24,575.00	24,575.00	10,923.84 56
212 Supplies-Fuel	0.00	10,044.01	21,000.00	21,000.00	10,955.99 48
212 Supplies Tuel 214 Supplies-Dept	0.00	7,212.03	4,200.00	4,200.00	-3,012.03 172
215 Supplies Materials	0.00	4,239.67	10,500.00	10,500.00	6,260.33 40
217 Supplies Materials 217 Supplies-Uniforms	0.00	-,235.07	6,300.00	6,300.00	6,300.00
217 Supplies-Equipment	82.22	82.22	23,325.00	23,325.00	23,242.78
310 Travel and Transportation	0.00	228.00	6,300.00	6,300.00	6,072.00 4
-	2,761.26	4,953.53			
324 Dues and Subscriptions 330 Utilities	2,761.26	4,953.53 2,911.59	9,975.00	9,975.00 12,600.00	-,
			12,600.00		
351 Repairs and Maint-Grounds	634.30 0.00	1,175.55	6,300.00	6,300.00	5,124.45 19 2,546.89 85
353 Repairs and Maint-Equipment		14,253.11	16,800.00	16,800.00	
354 Repairs and Maint-Vehicles	150.00	11,444.47	22,050.00	22,050.00	10,605.53 52
490 Miscellaneous	0.00	79.50	4,200.00	4,200.00	4,120.50 2
514 Protective Clothing	0.00	0.00	16,800.00	16,800.00	16,800.00
553 RADIO REPLACEMENT	0.00	0.00	10,500.00	10,500.00	10,500.00
693 Fairfield Volunteer Fire Dept 694 Chimney Rock Volunteer Fire	0.00 0.00	33,500.00 17,500.00	67,000.00 35,000.00	67,000.00 35,000.00	33,500.00 50 5 17,500.00 50 5

TOWN OF LAKE LURE Page: 3 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	% ommit
695 Bills Creek Volunteer Fire	0.00	21,400.00	42,800.00	42,800.00	21,400.00	50 %
Account Total:	52,455.69	590,342.92	1,096,260.00	1,096,260.00	505,917.08	54 १
Account Group Total:	52,455.69	590,342.92	1,096,260.00	1,096,260.00	505,917.08	54 %
451000 PUBLIC WORKS-STREETS 451000 PUBLIC WORKS-STREETS						
100 SALARIES	36,322.45	296,356.15	459,240.00	459,240.00	162,883.85	65 %
101 OVERTIME	0.00	0.00	16,800.00	16,800.00	16,800.00	9
109 FICA	1,749.09	15,532.98	27,300.00	27,300.00	11,767.02	57 🖇
110 Retirement	2,330.70	39,256.18	63,000.00	63,000.00	23,743.82	62 🖁
111 Group Insurance	4,244.31	28,185.20	68,250.00	68,250.00	40,064.80	41 9
120 401 (K) Contribution	858.61	5,972.62	23,100.00	23,100.00	17,127.38	26 8
211 Supplies-Automotive	0.00	17,386.47	26,250.00	26,250.00	8,863.53	66 8
212 Supplies-Fuel	599.26	898.16	0.00	0.00	-898.16	ş
214 Supplies-Dept	20.56	719.47	1,260.00	1,260.00	540.53	57 8
215 Supplies-Materials	928.96	7,845.46	36,750.00	36,750.00	28,904.54	
217 Supplies-Uniforms	0.00	9,219.62	8,400.00	8,400.00	-819.62	
310 Travel and Transportation	300.40	330.42	2,100.00	2,100.00		16 9
331 Utilities-Street Lights	0.00	4,752.50	15,750.00	15,750.00	10,997.50	30
334 Utilities-Buildings	0.00	3,301.70	15,750.00	15,750.00	12,448.30	21
350 Repairs and Maint-Buildings	0.00	4,766.51	31,500.00	31,500.00	26,733.49	15
351 Repairs and Maint-Grounds	3,436.82	11,409.42	12,600.00	12,600.00	.,	91 9
353 Repairs and Maint-Equipment	0.00	41,880.68	31,500.00	31,500.00	-10,380.68	
354 Repairs and Maint-Vehicles	537.00	9,565.02	21,000.00	21,000.00	11,434.98	46
691 Contractual Services	140.00	20,060.04	21,000.00	21,000.00	939.96	96 9
Account Total:	51,468.16	517,438.60	881,550.00	881,550.00	364,111.40	59 ÷
Account Group Total:	51,468.16	517,438.60	881,550.00	881,550.00	364,111.40	59 f
172000 SANITATION						
472000 SANITATION						
691 Contractual Services	17,700.00	92,275.00	185,000.00	185,000.00	92,725.00	50 %
692 Contractual Services-Recycling	1,544.00	9,256.00	15,000.00	15,000.00	5,744.00	62 9
696 Tipping Fees	0.00	15,021.47	40,000.00	40,000.00	24,978.53	38 9
Account Total:	19,244.00	116,552.47	240,000.00	240,000.00	123,447.53	49 9
Account Group Total: 73000 DAM/Watershed Protection	19,244.00	116,552.47	240,000.00	240,000.00	123,447.53	49
473000 DAM/Watershed Protection						
351 Repairs and Maint-Grounds	0.00	0.00	7,500.00	7,500.00	7,500.00	ş
352 Repairs and Maint-Dam	0.00	59.99	7,500.00	7,500.00	7,440.01	1 9
Account Total:	0.00	59.99	15,000.00	15,000.00	14,940.01	1
Account Group Total:	0.00	59.99	15,000.00	15,000.00	14,940.01	:
92000 ECONOMIC DEVELOPMENT 492000 ECONOMIC DEVELOPMENT			-,	-,	,	
100 SALARIES	5,289.60	44,938.46	70,500.00	70,500.00	25,561.54	64
109 FICA	404.44	3,435.92	5,300.00	5,300.00	1,864.08	65 5
110 Retirement	544.56	8,708.24	12,810.00	12,810.00	4,101.76	68
111 Group Insurance	710.42	5,878.62	10,800.00	10,800.00	4,921.38	54
120 401 (K) Contribution	264.48	2,246.94	3,500.00	3,500.00	1,253.06	64
515 In-stream Sedimentation Study	0.00	1,547.18	0.00	0.00	-1,547.18	ș

TOWN OF LAKE LURE Page: 4 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	% mmit
585 Community Branding	0.00	5,256.46	20,990.00	20,990.00	15,733.54	25
Account Total:	7,213.50	72,011.82	123,900.00	123,900.00	51,888.18	58
Account Group Total:	7,213.50	72,011.82	123,900.00	123,900.00	51,888.18	58
3000 COMMUNITY DEVELOPMENT						
93000 COMMUNITY DEVELOPMENT						
100 SALARIES	14,659.92	167,187.12	388,950.00	388,950.00	221,762.88	43
109 FICA	1,096.32	12,551.29	24,150.00	24,150.00	11,598.71	52
110 Retirement	1,509.24	31,182.46	56,700.00	56,700.00	25,517.54	55
111 Group Insurance	2,151.26	18,796.17	44,415.00	44,415.00	25,618.83	42
120 401 (K) Contribution	413.80	3,302.64	15,750.00	15,750.00	12,447.36	21
180 Legal Services	0.00	2,231.20	26,250.00	26,250.00	24,018.80	8
212 Supplies-Fuel	32.26	280.19	1,050.00	1,050.00	769.81	27
214 Supplies-Dept	6.25	264.53	6,300.00	6,300.00	6,035.47	4
310 Travel and Transportation	0.00	503.72	5,250.00	5,250.00	4,746.28	10
324 Dues and Subscriptions	0.00	0.00	2,100.00	2,100.00	2,100.00	
370 Advertising	0.00	0.00	2,100.00	2,100.00	2,100.00	
410 RENTS	0.00	9,900.00	21,000.00	21,000.00	11,100.00	47
691 Contractual Services	0.00	0.00	19,950.00	19,950.00	19,950.00	
Account Total:	19,869.05	246,199.32	613,965.00	613,965.00	367,765.68	40
Account Group Total: 3000 PARKS, RECREATION & LAKE	19,869.05	246,199.32	613,965.00	613,965.00	367,765.68	40
13000 PARKS, RECREATION & LAKE						
100 SALARIES	15,510.13	207,219.11	353,555.00	353,555.00	146,335.89	59
102 Salaries-Part Time	0.00	1,110.38	0.00	0.00	-1,110.38	
109 FICA	1,227.08	16,029.17	25,200.00	25,200.00	9,170.83	64
110 Retirement	1,587.27	35,952.67	57,750.00	57,750.00	21,797.33	62
111 Group Insurance	2,841.68	30,056.10	65,835.00	65,835.00	35,778.90	46
120 401 (K) Contribution	770.90	8,897.90	15,750.00	15,750.00	6,852.10	56
	0.00			,	,	28
212 Supplies-Fuel		4,383.90	15,750.00	15,750.00	11,366.10	
213 Supplies-Boat Fuel & Supplies	0.00	0.00	12,600.00	12,600.00	12,600.00	-
214 Supplies-Dept	0.00	264.91	5,250.00	5,250.00	4,985.09	5
215 Supplies-Materials	0.00	3,750.65	26,250.00	26,250.00	,	14
216 Supplies-Fish Purchase	0.00	0.00	8,400.00	8,400.00	8,400.00	
217 Supplies-Uniforms	189.90	189.90	1,575.00	1,575.00	1,385.10	12
219 Boat and Fishing Permits	0.00	441.10	6,825.00	6,825.00	6,383.90	6
310 Travel and Transportation	0.00	1,610.86	3,150.00	3,150.00	1,539.14	51
330 Utilities	0.00	0.00	7,035.00	7,035.00	7,035.00	
335 Flowering Bridge Lighting	0.00	0.00	3,675.00	3,675.00	3,675.00	1
350 Repairs and Maint-Buildings	0.00	963.79	0.00	0.00	-963.79	1
351 Repairs and Maint-Grounds	0.00	22,677.63	89,250.00	89,250.00	66,572.37	25
353 Repairs and Maint-Equipment	0.00	15,156.88	14,700.00	14,700.00	-456.88	
508 Rewrite Zoning & Land Dev.	0.00	0.00	42,525.00	42,525.00	42,525.00	:
691 Contractual Services	7,760.40	53,539.91	0.00	0.00	-53,539.91	
Account Total:	29,887.36	402,244.86	755,075.00	755,075.00	352,830.14	
Account Group Total:	29,887.36	402,244.86	755,075.00	755,075.00	352,830.14	

03/07/25 14:08:25

TOWN OF LAKE LURE Page: 5 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation C	% commit
615000 BEACH & MARINA						
615000 BEACH & MARINA						
214 Supplies-Dept	0.00	0.00	1,250.00	1,250.00	1,250.00	ę
350 Repairs and Maint-Buildings	0.00	0.00	1,250.00	1,250.00	1,250.00	ę
351 Repairs and Maint-Grounds	0.00	2,283.76	1,250.00	1,250.00	-1,033.76	183 %
353 Repairs and Maint-Equipment	0.00	0.00	1,250.00	1,250.00	1,250.00	ę
Account Total:	0.00	2,283.76	5,000.00	5,000.00	2,716.24	
Account Group Total:	0.00	2,283.76	5,000.00	5,000.00	2,716.24	46 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS						
800000 CAPITAL OUTLAY/SPECIAL PROJECTS						
504 VEHICLES	0.00	278,950.98	100,000.00	100,000.00	-178,950.98	279 %
550 Other Equipment	0.00	17,176.89	0.00	0.00	-17,176.89	ę
592 PW-Street Paving	0.00	136,061.30	175,000.00	175,000.00	38,938.70	
691 Contractual Services	0.00	7,500.00	106,265.00	106,265.00	98,765.00	
697 Dredging & Debris Removal	0.00	30,155.00	331,313.00	331,313.00	301,158.00	
Account Total:	0.00	469,844.17	712,578.00	712,578.00	242,733.83	
Account Group Total:	0.00	469,844.17	712,578.00	712,578.00	242,733.83	66 %
910000 DEBT SERVICE						
910000 DEBT SERVICE						
504 VEHICLES	0.00	20,216.27	0.00	0.00	-20,216.27	8
541 POLICE-Vehicles	0.00	9,349.84	60,000.00	60,000.00	50,650.16	16 %
550 Other Equipment	0.00	0.00	100,000.00	100,000.00	100,000.00	ę
561 Brdwalk-Marina Bay	0.00	53,598.93	101,900.00	101,900.00	48,301.07	53 %
573 Barge/Excavator	0.00	40,081.47	29,600.00	29,600.00	-10,481.47	
720 Bond Interest	0.00	12,664.98	58,500.00	58,500.00	45,835.02	
Account Total:	0.00	135,911.49	350,000.00	350,000.00	214,088.51	
Account Group Total:	0.00	135,911.49	350,000.00	350,000.00	214,088.51	39 ક
920000 Non-Governmental						
920000 Non-Governmental						
130 Unemployment	0.00	0.00	6,850.00	6,850.00	6,850.00	90
450 Insurance	1,836.00	234,073.35	195,000.00	195,000.00	-39,073.35	120 %
751 Bank Fees	0.00	125.00	3,150.00	3,150.00	3,025.00	4 8
Account Total:	1,836.00	234,198.35	205,000.00	205,000.00	-29,198.35	114 %
Account Group Total:	1,836.00	234,198.35	205,000.00	205,000.00	-29,198.35	114 %
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	6
Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	ę
Account Group Total: Fund Total:	0.00 334,119.85	0.00 4,448,917.62	1,600,000.00 9,142,800.00	1,600,000.00 9,142,800.00	1,600,000.00 4,693,882.38	

TOWN OF LAKE LURE Page: 6 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

20 FEMA-STORM Helene Recovery

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation C	% Commit
00000 OTHER						
900000 OTHER						
196 Emergency Action Plan	46,554.67	2,046,197.63	0.00	0.00	-2,046,197.63	3 8
691 Contractual Services	0.00	7,053.00	0.00	0.00	-7,053.00) 응
Account Total:	46,554.67	2,053,250.63	0.00	0.00	-2,053,250.63	3 %
Account Group Total:	46,554.67	2,053,250.63	0.00	0.00	-2,053,250.63	ક ક
Fund Total:	46,554.67	2,053,250.63	0.00	0.00	-2,053,250.63	ક ક

TOWN OF LAKE LURE Page: 7 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

22 DAM Capital Projects Fund

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	° mmit
472000 SANITATION						
472000 SANITATION						
691 Contractual Services	0.00	1,093,927.25	0.00	0.00	-1,093,927.25	00
Account Total:	0.00	1,093,927.25	0.00	0.00	-1,093,927.25	Ŷ
Account Group Total:	0.00	1,093,927.25	0.00	0.00	-1,093,927.25	୫
473000 DAM/Watershed Protection						
473000 DAM/Watershed Protection						
190 Engineering Services	0.00	588,495.76	0.00	0.00	-588,495.76	olo
691 Contractual Services	0.00	3,963,540.63	0.00	0.00	-3,963,540.63	00
Account Total:	0.00	4,552,036.39	0.00	0.00	-4,552,036.39	8
Account Group Total:	0.00	4,552,036.39	0.00	0.00	-4,552,036.39	8
713000 WATER						
713000 WATER						
964 Transfer to General - ADM	0.00	-2,273,242.10	0.00	0.00	2,273,242.10	90
Account Total:	0.00	-2,273,242.10	0.00	0.00	2,273,242.10	용
Account Group Total:	0.00	-2,273,242.10	0.00	0.00	2,273,242.10	용
Fund Total:	0.00	3,372,721.54	0.00	0.00	-3,372,721.54	용

03/07/25 14:08:25

TOWN OF LAKE LURE Page: 8 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

53 WATER AND SEWER FUND

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	% ommit
/13000 WATER						
713000 WATER						
100 SALARIES	0.00	0.00	150,000.00	150,000.00	150,000.00	9
109 FICA	0.00	0.00	11,200.00	11,200.00	11,200.00	9
110 Retirement	0.00	0.00	24,000.00	24,000.00	24,000.00	9
111 Group Insurance	0.00	0.00	20,000.00	20,000.00	20,000.00	9
120 401 (K) Contribution	0.00	0.00	7,500.00	7,500.00	7,500.00	9
212 Supplies-Fuel	0.00	1,408.10	0.00	0.00	-1,408.10	9
214 Supplies-Dept	0.00	33.48	15,000.00	15,000.00	14,966.52	9
310 Travel and Transportation	0.00	135.00	4,000.00	4,000.00	3,865.00	3 9
324 Dues and Subscriptions	0.00	85.00	2,000.00	2,000.00	1,915.00	4 9
330 Utilities	0.00	1,525.55	15,000.00	15,000.00	13,474.45	10 9
350 Repairs and Maint-Buildings	0.00	0.00	20,000.00	20,000.00	20,000.00	9
353 Repairs and Maint-Equipment	1,030.00	16,532.42	60,000.00	60,000.00	43,467.58	28 %
358 Repairs and Maint-Lines	0.00	8,237.77	18,000.00	18,000.00	9,762.23	46 9
430 Equipment Rental	0.00	0.00	500.00	500.00	500.00	Ş
691 Contractual Services	970.00	1,320.00	24,000.00	24,000.00	22,680.00	6 9
Account Total:	2,000.00	29,277.32	371,200.00	371,200.00	341,922.68	8 9
Account Group Total:	2,000.00	29,277.32	371,200.00	371,200.00	341,922.68	8
14000 SEWER						
714000 SEWER						
103 Professional Services	0.00	0.00	3,000.00	3,000.00	3,000.00	9
212 Supplies-Fuel	0.00	641.52	0.00	0.00	-641.52	9
214 Supplies-Dept	0.00	-7,599.21	800.00	800.00	8,399.21	* * *
215 Supplies-Materials	1,972.91	36,754.94	180,000.00	180,000.00	143,245.06	20
310 Travel and Transportation	0.00	0.00	6,000.00	6,000.00	6,000.00	
320 Postage	0.00	0.00	4,000.00	4,000.00	4,000.00	
330 Utilities	0.00	2,718.03	16,000.00	16,000.00	13,281.97	17
350 Repairs and Maint-Buildings	0.00	4,800.00	25,000.00	25,000.00	20,200.00	19
353 Repairs and Maint-Equipment	899.10	14,109.22	45,000.00	45,000.00	30,890.78	31
355 Repairs and Maint-Collection	0.00	462.00	25,000.00	25,000.00	24,538.00	2
358 Repairs and Maint-Lines	0.00	0.00	15,000.00	15,000.00	15,000.00	
690 Contractual Services-Sludge	0.00	48,150.00	160,000.00	160,000.00	111,850.00	30
691 Contractual Services	450.00	30,137.63	79,000.00	79,000.00	48,862.37	38
699 Contractual Services-WWTP	0.00	5,969.75	40,000.00	40,000.00	34,030.25	15 5
Account Total:	3,322.01	136,143.88	598,800.00	598,800.00	462,656.12	
Account Group Total:	3,322.01	136,143.88	598,800.00	598,800.00	462,656.12	23
00000 CAPITAL OUTLAY/SPECIAL PROJECTS 800000 CAPITAL OUTLAY/SPECIAL PROJECTS						
547 CAMERAS/CAMERAS	0.00	1,320.00	0.00	0.00	-1,320.00	ŝ
632 EDA	0.00	0.00	145,415.00	145,415.00	145,415.00	2
Account Total:	0.00	1,320.00	145,415.00	145,415.00	144,095.00	1 %
Account Group Total:	0.00	1,320.00	145,415.00	145,415.00	144,095.00	1 %

TOWN OF LAKE LURE Page: 9 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

53 WATER AND SEWER FUND

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	% mmit
820000 BONUSES (PERFORMANCE & LONGEVIT)	Y					
820000 BONUSES (PERFORMANCE & LONGEVI	ΓY					
100 SALARIES	0.00	0.00	15,000.00	15,000.00	15,000.00	90
Account Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	Ŷ
Account Group Total:	0.00	0.00	15,000.00	15,000.00	15,000.00	Ş
910000 DEBT SERVICE						
910000 DEBT SERVICE						
611 SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	90
612 Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	8
Account Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	રુ
Account Group Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	Ş
980000 TRANSFERS						
980000 TRANSFERS						
958 Transfer to Fund Balance	0.00	0.00	400,000.00	400,000.00	400,000.00	90
Account Total:	0.00	0.00	400,000.00	400,000.00	400,000.00	Ŷ
Account Group Total:	0.00	0.00	400,000.00	400,000.00	400,000.00	Ş
Fund Total:	5,322.01	166,741.20	1,650,360.00	1,650,360.00	1,483,618.80	10 %

TOWN OF LAKE LURE Page: 10 of 11 Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

56 ELECTRIC FUND

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available % Appropriation Commit
20000 ELECTRIC OPERATIONS					
720000 ELECTRIC OPERATIONS					
100 SALARIES	5,968.26	88,964.84	61,850.00	61,850.00	-27,114.84 144
103 Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00
109 FICA	1,412.10	13,110.54	4,800.00	4,800.00	-8,310.54 273
110 Retirement	2,004.61	35,080.69	12,090.00	12,090.00	-22,990.69 290
111 Group Insurance	2,131.26	17,383.65	10,000.00	10,000.00	-7,383.65 174
120 401 (K) Contribution	249.12	3,369.51	4,500.00	4,500.00	1,130.49 75 9
212 Supplies-Fuel	0.00	1,237.17	6,000.00	6,000.00	4,762.83 21 9
214 Supplies-Dept	0.00	0.00	6,200.00	6,200.00	6,200.00
321 Telephone	0.00	264.24	3,000.00	3,000.00	2,735.76 9 8
330 Utilities	0.00	1,586.87	6,000.00	6,000.00	4,413.13 26 9
350 Repairs and Maint-Buildings	0.00	202.90	25,000.00	25,000.00	24,797.10 1 9
353 Repairs and Maint-Equipment	0.00	5,413.34	40,000.00	40,000.00	34,586.66 14
691 Contractual Services	0.00	23,178.49	42,000.00	42,000.00	18,821.51 55 9
967 Transfer to Capital Reserve	0.00	0.00	18,560.00	18,560.00	18,560.00
Account Total:	11,765.35	189,792.24	280,000.00	280,000.00	90,207.76 68 9
Account Group Total:	11,765.35	189,792.24	280,000.00	280,000.00	90,207.76 68
Fund Total:	11,765.35	189,792.24	280,000.00	280,000.00	90,207.76 68 9

03/07/25 14:08:25

TOWN OF LAKE LURE Statement of Expenditure - Budget vs. Actual Report Report ID: B100 For the Accounting Period: 2 / 25

58 Capital Sewer Project Fund

Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation Co	% ommit
14000 SEWER						
714000 SEWER						
190 Engineering Services	0.00	207,611.73	0.00	0.00	-207,611.73	8
691 Contractual Services	0.00	66,925.00	0.00	0.00	-66,925.00	ę
Account Total:	0.00	274,536.73	0.00	0.00	-274,536.73	8
Account Group Total:	0.00	274,536.73	0.00	0.00	-274,536.73	ક
Fund Total:	0.00	274,536.73	0.00	0.00	-274,536.73	ક

Grand Total: 397,761.88

0.00

10,505,959.96 11,073,160.00 11,073,160.00 567,200.04 95 %



VI CONSENT AGENDA

A. Approval of February 2025 Minutes

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, February 03, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Commissioner Scott Doster Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department Mike Williams, Community Development Dustin Waycaster, Fire Chief Laura Krejci, Communications Director Jeff Giesler, Rumbling Bald Dana Bradley, Parks and Rec Dean Lindsey, Public Works Director George Mingus, Army Corp Jason Fosett, Ashbritt Jason Sanders, Ashbritt

Absent:

Mark Bartlett, FEMA Evan Smith, Community Liaison Howard Johnson, FEMA

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:08am.

II. Mayor Updates:

Mayor Carol C Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

III. Town Manager:

Olivia Stewman updated the council on the new partnership with Mike Hagar. Mike is a lobbyist and will assist the town with disaster recovery. Mike provided a brief update on his background and mission regarding Lake Lure.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Met with national guard to assist town with various projects. There will be restrictions on what the guard will be able to do under town supervision. Hoping to finish clearing \sim 8.6 miles of trail.

VI. Public Works Updates:

Detailed the sewer breaks caused by Ashbritt during debris removal. The lake will need to be drawn down to 986.5' to perform the necessary sewer repairs.

Plan to meet with Chimney Rock to discuss future sewer connections.

Update on Rutherford County inspections & waste water repairs. Installing jet valve actuator & dry testing on the 13th. Waiting on hydro access platform for wet testing.

Morse park updates include new culverts and drainage plan. Ashbritt will be out of Morse park within one week.

Starting core drilling for new dam in March.

VII. Communications Updates:

Social media activity continues to be positive. Would like to add items like the sonar map but we do not have access.

Upcoming events include a Red Cross financial & NCDOT road meetings.

VIII. Finance Department:

Steve updated council on boat storage costs.

IX. ICF:

No updates

IX: Parks and REC:

Met with the national guard on weed patch mountain to review trail damage. Emergency access to trails has been cleared and forming plan to complete trail clearing.

X. Community development Updates:

Lake structures update regarding the list of damaged structures. Mike & Dustin met with FEMA on the lake to review structures. Council and Mike discussed methods for obtaining right of entry and removing/repairing damaged lake structures.

XI. FEMA:

Not present and no updates.

XII. Police Department:

Removed boat from the lake last week with minor damage. The boat was winterized and stored.

XIII. Rumbling Bald Updates:

No updates at this time.

XIV. Other

XV. Adjournment:

Mayor Carol C. Pritchett recessed meeting until Wednesday, February 5th at 10:00am.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, February 05, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Dave DiOrio Commissioner Scott Doster Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department Mike Williams, Community Development Dustin Waycaster, Fire Chief Laura Krejci, Communications Director Jeff Giesler, Rumbling Bald Dana Bradley, Parks and Rec Dean Lindsey, Public Works Director

Absent:

Commissioner Jim Proctor Commissioner Patrick Bryant

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:08am.

II. Mayor Updates:

Mayor Carol C Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

III. Town Manager:

Odom engineering designing the Buena vista road access.

FEMA meeting occurring on Friday. Discussion with council and town manager regarding the national guard and possible work opportunities. Additional discussion was held regarding emergency access to Chimney Rock park & emergency response

fees. Additionally, the community development department and the town manager discussed permitting requirements for any new road into the park.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Meeting with state for FEMA issues and funding. Working on creating GIS dashboard for damage on town property. Working on river clean-up and methodology. Sediment removal needs to occur so that the fire boat can access the entire lake again. May impact town's insurance rating.

VI. Public Works Updates:

Valve project update – preparing to open the valve/prep site.

Meeting with NCDEQ concerning a town well and Chimney Rock package plant.

Proctor Road stable and waiting on FEMA.

Ashbritt done with sediment removal at pump site.

Waiting on boring contractor and easements.

Dropping lake for sewer line repair once divers complete dam work.

VII. Communications Updates:

WLOS story is public with more than 6,000 views on Facebook. The comment reviews are positive. NC PBS has contacted the town and wants to do a story.

VIII. Finance Department:

Insurance update on town vehicles destroyed during Helene. Dam and hydroelectric plant want to re-inspect. 2.5 million should be forthcoming.

IX. ICF:

No updates

IX: Parks and REC:

Beach soil samples are clean/normal. Turbidity is at 60 and slowly clearing up.

X. Community development Updates:

No new update.

XI. FEMA:

Not present and no updates.

XII. Police Department:

Marine retrieved police boat with little damage. Damage is being repaired now.

XIII. Rumbling Bald Updates:

No updates at this time.

XIV. Other

Evan (ICF): Update on individual assistance extension and update on damages & documentation for FEMA.

XV. Adjournment:

Mayor Carol C. Pritchett recessed meeting until Wednesday, February 10th at 10:00am.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, February 10, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Commissioner Scott Doster Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department Mike Williams, Community Development Dustin Waycaster, Fire Chief Laura Krejci, Communications Director Jeff Giesler, Rumbling Bald Dana Bradley, Parks and Rec Dean Lindsey, Public Works Director George Mingus, Army Corp Jason Fosett, Ashbritt Jason Sanders, Ashbritt

Absent:

Mark Bartlett, FEMA Evan Smith, Community Liaison Howard Johnson, FEMA

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00am.

II. Mayor Updates:

Mayor Carol C Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

III. Town Manager:

Olivia Stewman updated that she has been in contact with Rick with the DOT. At this time there are no plans for the Southside road. Still looking at the Lago Vista Rd for the entryway to Chimney Rock State Park. Olivia asked Ashbritt and Army Corp to give any update.

Jason Fosett provided a waterway map of what has been completed at this time. We are about 87% complete with about 12.9% still remaining. We at this time do not have a time line of completion. The right of way completion map is almost done and the debris removal continues. At this time we continue to move forward.

Questions arose of Lake levels and if and when Ashbritt or Army Corp can remove boathouse or other lake structures. It was advised that there will be a sign up for homeowners to take advantage of a free at charge removal of Lake Structures.

Jason Fosett advised that Army Corp takes there direction from FEMA and to keep that in mind as things are being done. Significant rain is moving in and we will continue to monitor these changes in lake levels.

EPA and DEQ are concerned of the condition of the lake with propane and other matter. A sonar survey was done but at the time FEMA did not request a report. Olivia will request this report through Nick. No other updates.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

No storm related updates but will be meeting with the National Guard this week to follow up how they will help with trail systems and river debris below Dam. National Guard will be helping fill the gaps that FEMA is not meeting.

VI. Public Works Updates:

Continuing debris removal and silt from the gates at the DAM. Meeting scheduled for today for platform for valve commission. Testing will be on Thursday. On March 3rd lift station testing will begin. Duke Energy provided the power and working with Rutherford County for permitting. No other updates at this time.

VII. Communications Updates:

Updates continue to go out weekly. Positive sediment so far from the public. No other comments or updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates, not present

IX: Parks and REC:

Getting help from ROC and American Red Cross clearing the trails for reopening. No other updates at this time.

X. Community development Updates:

We continue to work on identifying damaged lake structures and dwellings. There have been several added to the list. Working with Dustin and Megan to create map and list with pictures. No other updates at this time.

XI. FEMA:

Not present and no updates.

XII. Police Department:

No storm updates at this time. Did have a domestic issue over the weekend but was contained and no further incident occurred.

XIII. Rumbling Bald Updates:

No updates at this time.

XIV. Other

Oliva Stewman received email from Carla on Drone. Commission Patrick Bryant mentioned that someone unnamed wanted to donate to the Town. Olivia will check for Liens and see about the possibility of moving forward. Commissioner Jim Proctor asked if we needed a Task Force like everyone else is utilizing. Feels it would be redundant as we have a good team in place already. Mayor's focus is to handle infrastructure first and Foothills completed the comprehensive plan. Will be at Regular Town Council meeting on Tuesday. No other updates at this time.

XV. Adjournment:

Mayor Carol C. Pritchett recessed meeting until Wednesday, February 12th at 10:00am.

Attest:

Kimberly Martin, Town Clerk

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Wednesday, February 12, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Commissioner Scott Doster Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department Mike Williams, Community Development Dustin Waycaster, Fire Chief Jeff Giesler, Rumbling Bald Dean Lindsey, Public Works Director Doug Ramsier, ICF

Absent:

Mark Bartlett, FEMA Evan Smith, Community Liaison Howard Johnson, FEMA Dana Bradley, Parks and Rec Laura Krejci, Communications Director

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00am.

II. Mayor Updates:

Mayor Carol C Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

III. Town Manager:

Olivia Stewman updated that there has been some confusion with insurance. They will be coming out again to inspect Hydro Plant and see if this will be included. Advised that her (Olivia) and Dean Lindsey will be out on Monday for a meeting. No other updates.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Dustin advised that we need to communicate to the downstream property owners that we (the Town) are not responsible as it's not in Town limits but we are assisting as much as possible to help with clean up. Advise them they need to go through the county to see what they need to do.

A meeting is scheduled on Thursday with school about the Emergency Response. Also have a meeting scheduled with Schnaubl with our response to the storm. Discussion of Dam and floodplain.

VI. Public Works Updates:

Dean Lindsey sated that divers are working inside the cage. Averaging 5 dives a day. Lift station is still on schedule. A pre safety meeting will be on Thursday. Morse Park we continued to work on the beautification. Ashbritt will be leaving in 3 days and should have power to the gazebo. Around February 15th power should be restored to Town hall. At that time we will put fans and dehumidifiers to help with the moisture. Quote received so far in restoration is at \$330,000. Still waiting on other quotes for the remainder of the restoration. ATM will be removed from the area in March. Council asked if the area around the marina and boat slips could be cleaned up. Dean will add that to be done. Will also remove boat slips to be stored till a later date.

VII. Communications Updates:

No updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

Doug Ramiser stated that he will be pushing the Marina and Welcome Center forward with FEMA for removal with the Rapid Response. Town Hall is already considered a Rapid Response. The marina and beach area is just at discussion right now. No action needed. Submitting small expenditures Category B projects \$483,000 with half up front. Have an estimate \$775,000 for the Proctor Rd/Lago Vista. Have not submitted at this time in hopes that we can submit it as a large project for the potential of that estimate increasing due to unforeseen obstacles. No other updates at this time.

IX: Parks and REC:

No updates at this time.

X. Community development Updates:

No new updates at this time. Refreshed on the cell Tower that was discussed during Town Council Regular meeting. Will be about 3 months until they will be able to begin construction. Meeting with Shane Dotson and Lee Pace from Rutherford County to discuss the electrical code for permitting purposes on the Lake.

XI. FEMA:

Not present and no updates.

XII. Police Department:

No storm updates at this time.

XIII. Rumbling Bald Updates:

No updates at this time.

XIV. Other

Chimney Rock would like to open on March 31st. They have asked to use Lake Lure for parking. The Town has decided that they don't want to allow that at this time. We are looking for missed meters lost in the storm and inactivating meters and reestablish ones that need to be. Looking at stabilizing the bank near Flowering Bridge and Fae Necter.

XV. Adjournment:

Commissioner Scott Doster made a motion to recess council briefing until Monday February 17, 2025 at 10:00am. Commissioner Patrick Bryant seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

MINUTES OF THE TOWN OF LAKE LURE REGULAR TOWN COUNCIL MEETING

Tuesday, February 11, 2024 @ 5:00 pm Legends at Rumbling bald



Agenda

I. Call to Order

Mayor Pritchett called the meeting to order at 5:04pm

II. Agenda Adoption

Commissioner Scott Doster made a motion to adopt the agenda. Commissioner Patrick Bryant seconded the motion and all were in favor.

III. Mayor's Communication

Mayor Carol C. Pritchett spoke advising that Town Manager Olivia Stewman and Finance Director Steve Ford have been working hard to process FEMA paperwork and moving forward. We are working on the budget and looking to be about 30% lower than normal. The Town is working hard, but at this time we are just at a point where we just don't have a timeline. We have no control of the timeline and currently at the mercy of FEMA, but we continue moving forward.

IV. Town Mangers Communication

Town Hall is officially located at the Arcade Building and open for business. We are currently preparing for the budget coming up and department heads are working well with minimizing spending and cutting costs. We will have an initial presentation for the budget in March.

The Reservoir drain project will be done in March. At this time, there are no other updates to report.

V. Council Liaison Reports and Comments

Commissioner Scott Doster liaison for the ABC Board advised that the ABC store is staying busy. The abundance of contractors has helped business. Managing budget the store changed the hours to 12:00pm-7:00pm Monday thru Saturday. No other updates to report.

Zoning and planning board meeting was canceled. No updates to report.

Commissioner Dave DiOrio Liaison for the Lake Advisory Board advised that the health of the lake has been a concern. 80% of the surface debris has been removed and the quality of the water is better than expected. Sediment needs to be removed as there could be potentially harmful items that could leak into the lake or cause safety issues. We are concerned with potential injures or damages that could be caused. On the positive, things are getting better.

Commissioner Jim Proctor liaison for the Parks and Recreation Board has not met. There is about 64 volunteer hours recorded and possibly 100 plus hours unrecorded. Reiterated that the subsurface of the lake is dangerous and safety is a concern.

VI. Consent Agenda

A. Approval of Amended November 4, 2024 Town Council Emergency Meeting Minutes

Commissioner Jim Proctor made a motion to approve the amended November 4, 2024 Town Council emergency Meeting minutes. Commissioner Patrick Bryant seconded the motion and all were in favor.

VII. Unfinished Business

There is no unfinished business.

VIII. New Business

A. Storm Recovery Updates

ICF is working with FEMA to expedite projects. Hopes to have 50% of the funds expedited and other half to come in the later months.

National Guard is being deployed to help with trails and down river clean up. Also to help fill the gaps that FEMA has not done.

Town has begun to beautify Morse Park. Will begin to clean up around marina and park areas. Kaboom has made an offer to replace the playground for free.

Community Development continues to assess the damaged Lake structures.

Lift Station will test on March 3rd and come off temporary pump.

Communications Laura Krejei has done an amazing job keeping the public updated.

The Town continues to focus on the positive.

B. Cell Tower Update and Presentation

Community Development Director Mike Williams presented information for the cell tower. Stated that the tower is still coming. A new survey has been completed. We had to move the site back 100ft to accommodate the change in the topography due to the storm. It will still be 125 feet from property lines and be fenced in. Tower will be 195 feet tall and will be a sleek design. Engineer statement is included with fall safety. Currently in permit process. Has to go through several process but it should go through fairly quickly. We're looking at a 3 month timeframe for construction to begin.

C. Advisory Board Appointments

ABC Board has 1 re-appointment for Esther Lusk.

Commissioner Scott Doster made a motion to approve Esther Lusk for re-appointment. Commissioner Jim Proctor seconded the motion and all were in favor.

Zoning and planning Board thanked Dave Keenan for his time on the board. They have 1 appointment to approve Debbie Warren and 1 re-appointment for Charlie Ellis. Commissioner Scott Doster made a motion to approve the appointment of Debbie Warren and re-appoint Charlie Ellis to the zoning and planning board. Commissioner Jim Proctor seconded the motion and all were in favor.

Board of Adjustments has 3 openings. Commissioner Dave DiOrio made a motion to approve Mark Windfield as new board member and to appoint Kathie Hatfield and Tony Steffel as alternates to the board. Commissioner Patrick Bryant seconded the motion and all were in favor. Greg Garner was thanked for service on the board.

Lake Advisory Board has one opening for new member to appoint Charlie Nance and a reappointment for Jim Lemmons. Commissioner Dave DiOrio made a motion to approve the appointment of Charlie Nance and the re-appointment of Jim Lamone. Commissioner Jim Proctor seconded the motion and all were in favor.

Parks and Recreation board has one re-appointment for Daniel Bragdon to continue on the board. Commissioner Jim Proctor made a motion to re-appoint Daniel Bragdon to the Parks and Recreation board. Commissioner Dave DiOrio seconded the motion and all were in favor.

Vacation Rental Advisory Board has appointed 5 members that have already been notified. This board is intended to improve the process and other aspects of the vacation rentals in Lake Lure. Will update once an alternate date to meet has been established.

D. Consider Approval of LaBella Task order 24 for Wastewater Treatment Plant Design

Discussion ensued in regards to the design of the wastewater treatment plant. Town is currently working with FEMA to address this project. Commissioner Dave DiOrio made a motion to defer this to a later date until we have followed up with FEMA. Commissioner Patrick Bryant seconded the motion and all were in favor.

E. Consider Approval of LaBella Task order 6 Amendment 3

Dean Lindsey advised that this is to support press for the wastewater plant. A shed to go over belt press and will be placed on concrete pad. Commissioner Scott Doster made a motion to approve the LaBella Task order 6 Amendment 3 for the wastewater treatment plant. Commissioner Dave DiOrio seconded the motion and all were in favor.

F. Consider Approval of Foothills Regional Commission Scope of Work for the Lake Lure Comprehensive Plan

Benjamin Bordo with Foothills Regional Commission spoke that they assist local governments and here to update the scope of work for the comprehensive plan. They plan to have public engagement and focus groups. Will have a data review. Want to see where Lake Lure can go. Plans to have completed by July 2026. Commissioner Jim Proctor believes this will be fantastic for the future of Lake Lure. Commissioner Scott Doster made a motion to approve Foothills Reginal Commission scope of work for the Lake Lure comprehensive plan. Dave DiOrio seconded the motion and all were in favor.

IX. Public Comments

A. Mark Hanlon (625 US 64 Hwy)

Has a home down river. Wants his concern heard with river clean up. Has spent around \$15,000 of own money and would like to know if the river it on the list for FEMA to help with clean up? "The national guard is coming in to help with clean up where FEMA falls short. Should get with county to address clean up."

Is work force housing still happening? "Yes, but with a new location and design."

B. Stephen Milito (1412 Proctor Rd)

Neighborhood has concerns with the discussion of the Lago Vista and Chimney Rock State Park. There was a lot of damage from the storm including mudslides and damage to the road. There has been temporary fix but road is narrow. Park wants to open and use the road. That's 440,000 visitors a year and the concern is that with the already damaged road and issues with the land around it how will this affect the area and the neighborhood be impacted by this change. "Town continues to work on getting assistance from FEMA for the majority of the repairs. We are also working with DOT and State Park officials to gather all the information before making any decisions. This includes a design and traffic studies."

C. Shelly Gref (113 Frady Inlet Rd.)

Just wanted to advise people that that there are grants available for small business owners and even homeowners for slope stabilization. Mountain Biz is who you would go through for businesses and NC mitigation for homeowners to stabilize land.

D. Laura Doster (274 Thomas A Eddison)

Chamber is still open and operating remotely. Working with local business and homeowners to know what the needs are for the community. Hope to be able to help all those in Western North Carolina. Have begun Foundation for Lake Lure/ Chimney Rock business to help now and in the future. We have several investors and continue to look ahead.

- E. Unknown (stood up and began asking questions-Lives on Hwy 64/74) Questions regarding the 64/74 road being open. "Town advises that DOT has stated that it would like to open at the end of March. That may not be the case. Dustin advised that there is a meeting scheduled for February 26, 2025 @ 5pm at Lake Lure Classical Academy.
- F. Tony Steffel (320 Holmstead Dr.)

Lake Levels. Where will they be? "Dean Lindsey Director of Public Works advised will be kept at 988.3 during the dive operations. Once completed the lake may be drawn down to 986.5 to preform sewer repairs, but will be brought back up after fixed." Asked if there would be a tax adjustment? "Commissioner Dave DiOrio advised to contact the county for that information."

G. Camp Lurecrest (207 Charlotte Dr.)

Just looking for Board to start back soon (Parks and Rec). We have been sharing a lot of property with contactors and just making sure that communication is key. We are looking to have 1500 campers coming this summer and appreciate the support from the Town.

Mayor Carol C. Pritchett thanked everyone for their concerns and comments!

IX. Adjournment

Commissioner Patrick Bryant made a motion to adjourn the meeting, Commissioner Jim Proctor seconded and the motion carried 4-0, the meeting ended at 7:02pm.

ATTEST:

Kimberly Martin, Town Clerk

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, February 17, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Mayor, Carol C, Pritchett

Sean Humphries, Police Department Dustin Waycaster, Fire Chief Scott Martin, Rumbling Bald Dana Bradley, Parks and Rec Laura Krejci, Communications Director

Absent:

Commissioner Scott Doster Town Manager, Olivia Stewman Dean Lindsey, Public Works Director Mike Williams, Community Development Doug Ramsier, ICF

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to staff for updates.

III. Town Manager:

Olivia Stewman was at another meeting with Dean Lindsey and had no updates.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Dustin advised that there was a landslide at Party Rock. It was all in park land that happened during the storm.

Working with the county to have a safety plan in place for the pressure relief valve testing. Buffalo Shoals rd. will be closed during testing. There is no set date at this time, will update once date has been set. Sewer pipe repair is being done on March 3rd. No other updates at this time.

VI. Public Works Updates:

Dean Lindsey was at another meeting but had no updates to give.

VII. Communications Updates:

Positive feedback from social media. Still receiving many inquires, but nothing out of the normal. DOT meeting is on February 26, 2025 at 5:00pm at Lake Lure Classical Academy and Chimney Rock will meeting regarding Southside Drive. No other updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

Still some boats remaining in lake but diminishing by the day. National Guard to get right of entry for Grey Rock and hopeful to move forward with cleaning up trails. A Volunteer meeting will be held at Rumbling Bald on March 10, 2025 at 5:00pm. With the National Guard coming in, Dustin stated that there will be some safety instruction including chainsaw safety and fire hazards. They will be staying in Forest City. Will be about 30-50 soldiers. No other updates at this time.

X. Community development Updates:

No updates at this time.

XI. FEMA:

Not present and no updates.

XII. Police Department:

There has been an uptick in calls, but no updates related to the storm.

XIII. Rumbling Bald Updates:

Scott Martin advised that Rumbling Bald is working to update vacation rental in their community. Will not affect anything for Town but will update such. No other updates at this time.

XIV. Other

Was advised that Emily GM for DOT is concerned for the access on Lago Vista. It may be more difficult and that is why they feel Southside may be a better option. Chimney Rock plan is to open on March 31st.

Met with FEMA and Army Corp on Friday. Positive meeting and looking at moving forward. Hoping to have a better scope and idea of work needed ahead.

West End sewer: No updates, still waiting on the easements.

Workforce Housing review meeting is scheduled for Thursday at 10:00am. This is to review the new design and location of the proposed plan.

There has been an EPA Grant for a shooting range.

Rumbling Bald still plans to hold the July 4th fireworks and Ridgeline plans to have one as well but will need to apply.

No other storm related updates.

XV. Adjournment:

Commissioner Jim Proctor made a motion to recess council briefing until Wednesday February 19, 2025 at 10:00am. Commissioner Patrick Bryant seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, February 17, 2025, at 3:00 p.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Mayor, Carol C, Pritchett Commissioner Scott Doster Doug Ramsier, ICF

Town Manager, Olivia Stewman

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 3:00pm.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Olivia Stewman to go over Scope of work for sediment removal.

III. Town Manager:

Olivia Stewman began by stating we should begin with the West End. Looking for guidance on how much to remove. Possible to start near the flowering bridge to man hole. Possible to go to the bedrock. Dean Lindsey suggested 20ft or bedrock. Also to included debris clean-up on shoreline at same time. Sewer lines will need to be watched closely to be sure they are not damaged in the process. Will double check to be sure but should be able to remove sediment from boathouses as well. Sediment will be stored potentially at Morse Park. Discussion ensued.

The removal would begin at the Geneva and continue down to the through the main channel. Lake levels to be drawn down to help dry out the sediment for removal. 30ft of sediment to be removed in main channel and 20ft in coves but not so much to destabilize properties or remaining boathouse. Make sure FEMA knows that they can start as soon as possible with no time restraint.

Need to provide a list from Mike with boathouses to demo. Debris removal and sediment on river to have also include stabilization of the bank. Removal of the spools pit. Will continue removal into the coves including such as Snug Harbor, Tryon Bay, Firefly Cove, and a few others.

Olivia Stewman will prepare the documents and get those sent out to council and to FEMA as soon as possible. No other discussion made.

IV. Adjournment:

Commissioner Scott Doster made a motion to recess meeting until Wednesday at 10:00am. Commissioner Patrick Bryant seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Wednesday, February 19, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Commissioner Scott Doster Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department Dustin Waycaster, Fire Chief Scott Martin, Rumbling Bald Dana Bradley, Parks and Rec Laura Krejci, Communications Director Mike Williams, Community Development Dean Lindsey, Public Works Director

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman met with Army Corp (aero star/tetra tech) regarding private property and commercial debris removal. Will have an intake office located at the Arcade building and there will be a website that will be available soon. They will be here for at least 90 days. Anyone with a Lake Lure zip code can apply. This only pertains to Land based debris. Only available for a limited of time so people should apply as soon as possible. Scope of work for the sediment removal has been sent to Fema. We have also sent some amendments for review to add a few coves.

Still working on the condemnation process. Right of Entry has been received from most property owners. Waiting on at least one more and then we may proceed with the West End Sewer project.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Dustin Waycaster advised that they are looking at some temporary housing (modular building) for the Fire Department and Police. Working with contractors to utilize their services and looking a different locations for the temporary structure. Comes in 3 sections. Total cost around \$275,000. More details to come.

VI. Public Works Updates:

Dean Lindsey start up on generator for lift stations. (March 3) Maintaining sewer system. Divers have about week, will lower the lake after that but will follow up with contractors. No other updates.

VII. Communications Updates:

Laura Krejci will update with the citizens about the debris removal once available. Exciting news for the residents here. Posting more detail from foothills scope for the comprehensive plan.

Small business are hurting and would like to meet and share ideas and thoughts. Mayor plan to attend meeting with those interested.

VIII. Finance Department:

No updates at this time.

IX. ICF:

Doug with ICF advised that FEMA keeps adding requirements. Feels we need support from congressional leaders to reach higher in FEMA. We have still not received any money from FEMA. State needs to advocate for disaster areas and apply pressure. No other updates.

IX: Parks and REC:

National Guard will begin to site visit at Buffalo Creek Park and weed patch trails.

Kaboom plans to donate a 2500 square foot playground to the Town of Lake Lure. They plan to break ground in June. No other updates at this time.

X. Community development Updates:

Consolidating the list of damaged lake structures. Should be done this week. Letters will be sent to notify.

XI. FEMA:

Not present and no updates.

XII. Police Department:

Had the motorcycle ride on Sunday. Everything went off without a hitch. We had extra personnel on staff day off to be on the safe side. No other updates at this time.

XIII. Rumbling Bald Updates:

Jeff Geisler asked if the silt they remove if it can be placed the same place as ours. Town will need to check on that but recommended Dalton Fields. Also wanted to find out how long National Guard would be on the trails? No exact information on the timeline but hopes until they have completed clean up.

IV. TDA

Don with the TDA continues to work with projects and moving forward. TDA is about 40% below prior year in occupancy tax. Working on budget for next year and will continue digital marketing. No other updates at this time.

V. Other

Commission Scott Doster and Commissioner Jim Proctor attended meeting in Chimney Rock. Discussion of the Southside Rd to be used to open Chimney Rock State Park. Believe that by fall of 2026 for permanent replacement of bridge. Planning to open Chimney Rock and have Portable package plan (porta potty's) in place until sewer project can be completed. No other updates or comments.

VI. Adjournment:

Commissioner Scott Doster made a motion to recess council briefing until Monday February 24, 2025 at 10:00am. Commissioner Jim Proctor seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, February 24, 2025, at 10:00 a.m. Lake Lure Fire Department



Agenda

Roll Call: Commissioner Jim Proctor Commissioner Dave DiOrio Commissioner Patrick Bryant Commissioner Scott Doster Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department Dustin Waycaster, Fire Chief Scott Martin, Rumbling Bald Dana Bradley, Parks and Rec Laura Krejci, Communications Director Mike Williams, Community Development Dean Lindsey, Public Works Director

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman met with ICF on Friday to get things moving forward and putting pressure. No other updates at this time.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

National Guard is gearing up, waiting on a track dump truck and then will be set to move forward. Will be showing them areas that need work done including Buffalo Creek loop reconstruction. No other storm updates. Dustin Waycaster and Chris Melton will be unavailable due to a funeral for Crooked Creek Fire and Fairview Fire.

VI. Public Works Updates:

Major issue right now is the sewer leak on the Lake. Looking to repair. Quote of State Park Rd with Morgan Corp. Divers have taken longer than expected as they are removing silt and sediment from the tanner gate. Hopeful to open next week. West End Sewer project is set to begin soon with Morgan Corp. Olivia gave the go ahead with Proctor Rd. Duke Energy to turn power on at Town Hall and meter is set for siren. We will be disconnecting welcome center. Continuing the Morse Park clean up and the drainage project at the Green Space. Still battling landslides most recently Blarney Rd. Public works continues to work hard and move forward.

VII. Communications Updates:

Laura Krejci will be getting information to jump start the PPDR program starting this week. Still receiving questions and concerns for the West End project. Will get with Mayor and Jim about scheduling a meeting with business owners.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

National Guard should have all they need to get started. On Thursday there was a major cleanup day and a ton of trees were removed.

Did get a marina replacement quote and that is estimated at 1.7 Million and this is just for the material. Will continue to get other bids. No other updates at this time.

X. Community development Updates:

Blarney Rd. landside be sure we are in contact and in communication with the property owners.

Damaged lake structures list is being completed. As of right now we have 60 structures that will need to be removed. 12 residential and 10 commercial. This list has been sent to FEMA as of last week.

XI. FEMA:

Will be out for about 2 weeks. Julia will be filling in at this time as task force lead. Evan continues to work with private roads and bridges. No other updates at this time.

XII. Police Department:

No storm related updates at this time.

XIII. Rumbling Bald Updates:

Jeff Geisler had no updates at this time.

IV. TDA

No updates at this time.

V. Other

Commission Scott Doster asked if we had an updates spreadsheet from ICF? At this time we do not but Olivia will reach out to get that from them.

Will be reaching out to a sheriff to deliver a condemnation letter to a property owner for the west end sewer project.

Advised if public works could asses the potholes on the temporary bridge for Boys Camp Rd.

Dustin Waycaster advised that there is a utilities meeting with DOT on Wednesday February 26, 2025 at Lake Lure Classical Academy. It's important to have representation at this meetings. Jim Proctor made a mention to have Morgan Corp or Army corps to get at least verbal confirmation to enter the property on Sheridan Lane. Contactors need to communicate.

There will be a special Town Council Work Session and Action meeting scheduled for Thursday February 27, 2025 at 8:30 a.m.

VI. **Adjournment:**

Commissioner Patrick Bryant made a motion to recess council briefing until Monday March 3, 2025 at 10:00am. Commissioner Scott Doster seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

TOWN OF LAKE LURE MINUTES FOR THE SPECIAL REGULAR TOWN COUNCIL WORK SESSION AND ACTION MEETING

Thursday, February 27, 2025, at 8:30 a.m. Lake Lure Fire Department



Attendees:

Mayor, Carol C, Pritchett Commissioner, Scott Doster Commissioner, Jim Proctor Commissioner, Patrick Bryant Mayor Pro Tem, Dave DiOrio William, Attorney

Town Staff:

Town Manager, Olivia Stewman Finance Director, Steve Ford Fire Chief, Dustin Waycaster Police Chief, Sean Humphries P&R Director, Dana Bradley Public Works Director, Dean Lindsey Communications Director, Laura Krejci Community Development Director, Michael Williams

Labella, Brian Houston FEMA, Evan Smith

Absent:

I. Call to Order

Mayor Carol C. Pritchett called the meeting to order at 8:36 am

II. Agenda Adoption

Commissioner Dave DiOrio made a motion to approve the agenda as presented, Commissioner Patrick Bryant seconded and all were in favor

III. Approval of January Minutes

Commission Jim Proctor made a motion to approve the January minutes as presented. Commissioner Dave DiOrio seconded the motion and all were in favor.

IV. Advisory Board Discussion

Currently we keep applications on file for up to 2 years. Recently a person was appointed to the board who is no longer living in Lake Lure. We should continue to keep the applications for the time allowed but change the process for the clerk to contact recipients before they go before council. No policy change at this time.

Commissioner Scott Doster stated that every board is different. Most boards require 5 members and others do have more. Most the boards are fairly low on members, however questions arise when another board wanted to add additional members. Too many members could cause issues to arise. Discussion ensued. No vote as there were no changes to policy at this time.

V. Review LaBella Task 24- Waste Water Treatment plant design

Brian Houston for LaBella went over the Task 24. This is in regards to the full design and permits included. This would make it ready to begin bids. This project is linked to a FEMA project line item. Discussion ensued. Council is holding off on approving as they want to wait for FEMA eligibility. The DEQ bridge loan, should have by the end of the fiscal year and is there if we need to move forward with design build.

VI. Amendment 5 Design Build on track

Brian Houston for LaBella stated that the Amend 5 Design Build is through Ruby Collins. Advising we are 5% to them for help with the project and we should continue forward. This includes 4 coves: Sunset Cove, Tryon Bay, Snug Harbor, and Grey logs. Discussion ensued.

Commissioner Dave DiOrio made a motion to approve the Amendment to include Snug harbor, Tryon Bay, and Sunset Cove. Commissioner Jim Proctor seconded the motion and all were in favor.

VII. Mike Hager

Mike Hager understands that we have not received any funds at this time. Advised to reach out and let him know if that is not received soon to let him know.

Took Mayor Carol C. Pritchett and Commissioner Dave DiOrio to the general assembly this week. They met with many representatives and had a good experience.

House Bill 382 is presented. Does not affect the Town at this time, but could. Just want to make the Council aware of these upcoming issues.

Issues with the Southside temporary bridge and road access to Chimney Rock Rd. Still addressing and working on solutions. Also have some building code issues (international codes).

ATT line was burnt and destroyed and interrupted communication during the storm. Looking to replace and have a backup line for future use. Commissioner Jim Proctor recommended to run the line through Lago Vista road and make entrance for Chimney Rock State Park. State will run that idea up the chain and see what we can do. Sediment (house bill 47) could bring 20 million dollars to the area. Be aware of this bill once passed.

Right now we have the focus of congressional leaders and we need to take advantage.

VIII. Storm Updates

A. Public Works: Dean Lindsey advised lift station is ongoing. Working with local permitting to move forward. Once that is resolved, testing will be scheduled.

Currently have about 10-15 sewer pipes broken or leaking. Working with Ashbritt and Army Corp to help navigate.

Friday (2/28/25) plan to drop the lake to 988.5. Still safe for divers, and once completed will drop lake lower to begin repairs on sewer pipes.

March 28, 2025 is the scheduled testing on the access valve. No other updates at this time.

B. Fire Chief: Dustin Waycaster discussed National Guard briefly and advised Dana Bradley could go into further detail.

Town Hall power should be restored and working to restore the power to the siren.

Attended the DOT meeting on Wednesday with Commissioner Scott Doster and Commissioner Jim Proctor. WE worked the room pushing for the Lago Vista Road to access Chimney Rock State Park.

Fairfield project is still on track and moving forward. Will work on a lease agreement with Rumbling Bald.

We have 2 agility test scheduled for February 28, 2025.

There was continued discussion on the State Rock and Park.

- **C. Rumbling Bald:** Jeff Giesler stated that there reservations are down 70% including weddings. Rumbling Bald can't weather to long. Employment and property valves will suffer. State park and trails are critical.
- **D. Dana Bradley:** National Guard, Army Corp and FEMA will be working on Weed patch trail to Buffalo Creek park. We have all the items needed aside from a Battle stone which current estimated cost is \$18,500 for 120 Cubic yards. Will look at grants as well to cover cost of the stone.

March 10th, 2025 there is a meeting scheduled for the Rutherford County Coalition. This is for volunteers.

Playground grant has to be decided soon. We have a location marked off near the Parks and Recreation office. Council began discussion. A suggestion was to have it placed at Pool Creek Park. Commissioner Scott Doster made a motion to place donated playground at Pool Creek Park. Commissioner Patrick Bryant seconded the motion and all were in favor.

- E. Police Chief: Sean Humphries had no updates at this time.
- **F. FEMA:** No updates at this time.
- **G. Communications:** Laura Krejci advised working on the advisory board lunch. Looking at March 20, 2025 at Legends. Will follow up with more information at a later date.
- **H. Community Development:** Mike Williams had no updates for the department at this time.
- IX. Budget Review

Steve Ford present to the council the potienal approved revenues for FY24-FY25 and the projected FY25-FY26. (document attached) There is defiantly a decrease but will wait to see where we stand at a later date.

A projected budget was presented and documents showing decreases that were made across all departments. Council discussed the information. Will schedule a meeting for extended budget review.

Audit Findings were presented and reviewed. Most things can be clarified. Will discuss the findings in more detail on March 4, 2025.

Council discussed the documents and advised to take time to review.

X. Public Comments

A. Dan Bragdon (Camp Lurecrest) 207 Charlotte Dr.

Advised board to take 60 seconds to look at the debris pile located at the entrance to the camp. Just want the awareness and hopes that it will be cleared soon.

Camp has 1500-1700 kids expected to attend this year. Would like to be able to utilize the lake. We have sonar and do our own water and soil testing. Hope that the council will consider allowing swimming in our roped off area. Council advised it was under consideration.

Parks and recreation board meeting, would like those to resume soon. Mayor Carol C. Pritchett will speak with Commissioner Jim Proctor to give update.

B. Jennifer Dittmer Vivolo

Re-iterated that she would like to see the Parks and recreation board meet soon. Rentals are slowing, people are booking and then canceling because of lake not being usable. Board advised recreational traffic is not allowed.

C. Bob Washburn (email submission)

Resident feels creating a kayaking venue could draw in some travelers for a struggling economy. Would also be a celebration of the NEW Hickory Nut Gorge. (Email included)

XI. Adjournment

Commissioner Scott Doster made a motion to adjourn the meeting, Commissioner Dave DiOrio seconded and all were in favor. The meeting ended at 12:31 p.m.

ATTEST :

Kimberly Martin, Town Clerk

VII UNFINISHED BUSINESS

VIII NEW BUSINESS

- A. Private Property Debris Removal Presentation
- B. Internal Controls- Policy Review And Requested Adoption
- C. Conflict of Interest-Policy Reveiw and Requested Adoption
- D. Resolution for Revenue Replacement Loan
- E. Storm Recovery Updates

LAKE LURE TOWN COUNCIL AGENDA REQUEST FORM Meeting Date: March 11, 2025

<u>SUBJECT:</u> Conflict of Interest- Policy Review and Requested Adoption

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	A
Department:	Administration
Contact:	Gabby Allerton, Aerostar
Presenter:	Gabby Allerton, Aerostar

BRIEF SUMMARY:

The United States Army Corp of Engineers USACE has launched a private property debris removal program. USACE has contract with Aerostar to assist with this program. Gabby Allerton with Aerostar will provide an overview of the program and will be available to answer questions. For more information, visit <u>https://www.townoflakelure.com/community/page/storm-debris-after-helene-private-and-commercial-business-property-debris-removal</u>.

LAKE LURE TOWN COUNCIL AGENDA REQUEST FORM Meeting Date: March 11, 2025

<u>SUBJECT:</u> Internal Controls - Policy Review and Requested Adoption

AGENDA INFORMATION:

Agenda Location:New BusinessItem Number:AdministrationDepartment:AdministrationContact:Olivia Stewman, Town Manager (Steve Ford, Support Staff-
Finance)Presenter:Olivia Stewman (Steve Ford, Support)

BRIEF SUMMARY:

The Town's acceptance of ARPA funds requires adoption and implementation of an Internal Controls Policy as of a part of Uniform Guidance guidelines. The recommended policy can be utilize as part of the Town's overall procurement and purchasing policy.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Provide approval of proposed policy

FUNDING SOURCE: N/a

ATTACHMENTS:

Proposed Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends review and passage of proposed policy.

Town of Lake Lure Internal Controls Policy Effective Date: March 12, 2025

1. Purpose

The purpose of this Internal Controls Policy is to establish a framework for managing the operations of Town of Lake Lure in a manner that ensures the integrity, accuracy, and reliability of financial reporting, compliance with laws and regulations, and effective and efficient operations.

2. Scope

This policy applies to all employees, contractors, and third-party service providers involved in the financial reporting and operational activities of Town of Lake Lure.

3. Objectives

The primary objectives of internal controls at Town of Lake Lure are to:

- Safeguard company assets and resources.
- Ensure the accuracy and reliability of financial records and reporting.
- Promote compliance with applicable laws, regulations, and company policies.
- Promote operational efficiency and effectiveness.
- Prevent and detect fraud, errors, and irregularities.

4. Key Components of Internal Controls

To achieve these objectives, Town of Lake Lure has established a set of internal control components, including:

a. Control Environment

- Establish a culture of integrity and ethical behavior.
- Clearly define roles and responsibilities.
- Ensure appropriate oversight and governance.

b. Risk Assessment

- Identify and assess risks that could affect the achievement of objectives.
- Continuously evaluate the internal and external risks impacting the organization.

c. Control Activities

- Establish policies and procedures to mitigate identified risks.
- Ensure proper authorization and approval of transactions.

• Segregate duties to prevent conflicts of interest and errors.

d. Information and Communication

- Ensure timely and accurate reporting of financial and operational information.
- Maintain open communication channels to ensure employees are informed of control procedures.

e. Monitoring Activities

- Regularly evaluate the effectiveness of internal controls through audits, reviews, and ongoing monitoring.
- Take corrective actions as necessary to improve control processes.

5. Control Responsibilities

- **Management**: Responsible for designing and implementing internal controls, evaluating risks, and ensuring compliance with this policy.
- **Employees**: Responsible for adhering to internal control procedures, reporting irregularities, and participating in training programs.
- Internal Audit: Responsible for evaluating the effectiveness of internal controls and providing recommendations for improvements.

6. Control Procedures

To ensure effective internal controls, Town of Lake Lure follows these key procedures:

- **Segregation of Duties**: Duties are separated among different individuals to reduce the risk of errors or fraudulent activities.
- **Authorization and Approval**: All transactions must be authorized by the designated individuals before execution.
- Access Control: Limit access to financial systems and sensitive data to authorized personnel only.
- **Reconciliation**: Regular reconciliation of financial records to identify discrepancies and ensure accuracy.
- **Documentation and Record Keeping**: Maintain detailed and accurate records of all financial transactions and business operations.
- **Employee Training**: Regular training sessions will be conducted to ensure employees understand and follow internal control procedures.

7. Compliance and Enforcement

All employees are required to comply with this policy. Violations of this policy may result in disciplinary actions, including termination of employment, depending on the severity of the violation.

8. Review and Updates

This policy will be reviewed annually by the management team and updated as necessary to reflect changes in regulations, business processes, or risk assessments.

LAKE LURE TOWN COUNCIL AGENDA REQUEST FORM Meeting Date: March 11, 2025

<u>SUBJECT:</u> Conflict of Interest- Policy Review and Requested Adoption

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	
Department:	Administration
Contact:	Olivia Stewman, Town Manager (Steve Ford, Support Staff-Finance)
Presenter:	Olivia Stewman (Steve Ford, Support)

BRIEF SUMMARY:

The Town's acceptance of ARPA funds requires adoption and implementation of a Conflict of Interest Policy as of a part of Uniform Guidance guidelines. The recommended policy can be utilize as part of the Town's overall procurement and purchasing policy.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Provide approval of proposed policy

FUNDING SOURCE: N/a

ATTACHMENTS:

Proposed Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends review and passage of proposed policy.

CONFLICT OF INTEREST POLICY

APPLICABLE TO CONTRACTS AND SUBAWARDS OF TOWN OF LAKE LURE¹ SUPPORTED BY FEDERAL FINANCIAL ASSISTANCE

* * * * * * * * *

I. Scope of Policy

- a. <u>Purpose of Policy</u>. This Conflict of Interest Policy ("*Policy*") establishes conflict of interest standards that (1) apply when the Town of Lake Lure ("*Unit*")² enters into a Contract (as defined in <u>Section II</u> hereof) or makes a Subaward (as defined in <u>Section II</u> hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).³
- b. <u>Application of Policy.</u> This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.⁴

II. **Definitions**

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this <u>Section II</u>: Any capitalized term used in this Policy but not defined in this <u>Section II</u> shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. "COI Point of Contact" means the individual identified in Section III(a) of this Policy.
- b. "*Contract*" means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. "Contractor" means an entity or individual that receives a Contract.
- d. "Covered Individual" means a Public Officer, employee, or agent of the Unit.⁵
- e. "*Covered Nonprofit Organization*" means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or

educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).

- f. "*Direct Benefit*" means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. *"Federal Financial Assistance"* means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. "Governing Board" means the the Town Council⁶ of the Unit.
- i. *"Immediate Family Member"* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.⁷
- j. *"Involved in Making or Administering"* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. "*Pass-Through Entity*" means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 1. "*Public Officer*" means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. "*Recipient*" means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.

- n. *"Related Party"* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. *"Subaward*" means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. "*Subcontract*" means mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. "Subcontractor" means an entity that receives a Subcontract.
- r. *"Subrecipient"* means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. "Unit" has the meaning specified in <u>Section I</u> hereof.

III. <u>COI Point of Contact.</u>⁸

- a. <u>Appointment of COI Point of Contact</u>. The Town Manager, an appointed employee of the Town, shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Town Manager is unable to serve in such capacity, the Finance Officer shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this <u>Section III(a)</u> shall be known as the "COI Point of Contact".
- b. <u>Distribution of Policy</u>. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. <u>Conflict of Interest Standards in Contracts and Subawards</u>

a. <u>North Carolina Law</u>. North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this <u>Section III</u>.

- i. <u>G.S. § 14-234(a)(1)</u>. A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.⁹
- ii. <u>G.S. § 14-234(a)(3)</u>. No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
- iii. <u>G.S. § 14-234.3</u>. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.¹⁰
- iv. <u>G.S. § 14-234.1</u>. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. <u>Prohibited Conflicts of Interest in Contracting</u>. Without limiting any specific prohibition set forth in <u>Section IV(a)</u>, a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 - <u>Real Conflict of Interest</u>. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. <u>Exhibit A</u> attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.

- 2. <u>Apparent Conflict of Interest</u>. An apparent conflict of interest shall exist where a real conflict of interest may not exist under <u>Section IV(b)(i)(1)</u>, but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.¹¹
- ii. Identification and Management of Conflicts of Interest.¹²
 - 1. Duty to Disclose and Disclosure Forms
 - a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
 - b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
 - c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in <u>Exhibit C</u> (for Contracts) and <u>Exhibit E</u> (for Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.¹³
 - 2. Identification Prior to Award of Contract or Subaward.
 - a. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in <u>Exhibit B</u> (for Contracts) and <u>Exhibit D</u> (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.
 - 3. Management Prior to Award of Contract or Subaward
 - a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of

Contact shall disclose such finding in writing to the Mayor]¹⁴ and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:

- accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
- reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.¹⁵
- b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.
- 4. Identification After Award of Contract or Subaward.
 - a. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Mayor ¹⁶ and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all payments under the relevant Contract or Subaward until the conflict of interest has been resolved.
- 5. Management After Award of Contract or Subaward.
 - a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to <u>Section IV(b)(ii)(4)</u>, the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the

COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:

- i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
- ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. Oversight of Subrecipient's Conflict of Interest Standards

- a. <u>Subrecipients of Unit Must Adopt Conflict of Interest Policy</u>. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. <u>Obligation to Disclose Subrecipient Conflicts of Interest</u>. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

VI. Gift Standards

- a. <u>Federal Standard</u>. Subject to the exceptions set forth in <u>Section VI(b)</u>, a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. <u>Exception</u>. Notwithstanding <u>Section VI(a)</u>, a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this <u>Section VI(b)</u> does not exceed \$50 in a calendar year:¹⁷
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or

- iii. meals furnished at banquets.
- c. <u>Internal Reporting</u>. A Covered Individual shall report any gift accepted under <u>Section</u> <u>VI(b)</u> to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. Violations of Policy

- a. <u>Disciplinary Actions for Covered Individuals</u>. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. <u>Disciplinary Actions for Contractors and Subcontractors</u>. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. <u>Protections for Whistleblowers</u>. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

* * * * * * * * *

Adopted this 12th day of March, 2025.

EXHIBIT A

Examples

Potential Examples of a "Financial or Other Interest" in a Firm or Organization Considered for a Contract or Subaward	Potential Examples of a "Tangible Personal Benefit" From a Firm or Organization Considered for a Contract or Subaward
Direct or indirect equity interest in a firm or	Opportunity to be employed by the firm considered
organization considered for a Contract or	for a contract, an affiliate of that firm, or any other
Subaward, which may include:	firm with a relationship with the firm considered
- Stock in a corporation.	for a Contract.
- Membership interest in a limited liability	
company.	A position as a director or officer of the firm or
- Partnership interest in a general or limited	organization, even if uncompensated.
partnership.	
- Any right to control the firm or	
organization's affairs. For example, a	
controlling equity interest in an entity that	
controls or has the right to control a firm	
considered for a contract.	
- Option to purchase any equity interest in a	
firm or organization.	
Holder of any debt owed by a firm considered for	A referral of business from a firm considered for a
a Contract or Subaward, which may include:	Contract or Subaward.
- Secured debt (e.g., debt backed by an asset	
of the firm (like a firm's building or	
equipment))	
- Unsecured debt (e.g., a promissory note	
evidencing a promise to repay a loan).	
• Holder of a judgment against the	
firm.	
Supplier or contractor to a firm or organization	Political or social influence (e.g., a promise of
considered for a Contract or Subaward.	appointment to an local office or position on a
	public board or private board).

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The [_____] ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates [____] as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in <u>Section II</u>) and file the Checklist in the records of the Unit.

Instructions for Completion

- 1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
- 2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
- 3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to [____] and to each member of the Governing Board.

Definitions.

- 1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
- 2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- 3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	Name of Contract:	
		Name of Counterparty	
		Subject of Contract:	
2		n the selection, award, or administration of the overed Individual has been provided with a cor	
	Public Officials	<u>Employees</u>	Agents
3	considered for a Contract. [If the	lividual has a (i) financial or other interest in, e estimated Contract amount exceeds \$250,000 rm with the COI Point of Contact.]	
	Public Officials	<u>Employees</u>	Agents
4		y has a (i) financial or other interest in or (ii) ta e estimated Contract amount exceeds \$250,000	
	Conflict of Interest Disclosure For), ensure that each Covered individual mes a
	Public Officials – Related Party	Employees – Related Party	Agents – Related Party

5		son with knowledge of the relevant facts would	
		ce that a Covered Individual or any Related Pa	
	tangible personal benefit from a f	irm considered for a Contract? If yes, explain.	
	Public Officials	<u>Employees</u>	<u>Agents</u>

COI Point of Contact:

Signature of COI Point of Contact:

Date of Completion:

EXHIBIT C

CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The [_____] ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates [____] as the "COI Point of Contact."

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: (the "*Contract*"). To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the <u>Exhibit A</u> to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No ____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.
 - a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes No Unsure:

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please expl	ain:
---	------

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the <u>appearance</u> that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the <u>appearance</u> that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the <u>appearance</u> that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes	No	Unsure:

in the union of its i es of chistric, preuse empluin	If the answer	is	Yes on	Unsure,	please	explain:
--	---------------	----	--------	---------	--------	----------

* * * * * * * * *

Sign Name:	
Print Name:	
Name of Employer	
Job Title:	
Date of Completion:	

* * * * * * * * *

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The [_____] ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates [____] as the "COI Point of Contact." The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in <u>Section II</u>) and file the Checklist in the records of the Unit.

Instructions for Completion

- 1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
- 2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
- 3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to [_____] and to each member of the Governing Board.

Definitions.

- 1. *Covered Individual*. Each person identified in Section 1 of this Checklist is a "Covered Individual" for purposes of this Compliance Checklist and the Policy.
- 2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
- 3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	Name of Contract:	
		Name of Counterparty	
		Subject of Subaward:	
2		n the selection, award, or administration of the overed Individual has been provided with a cop	
	Public Officials	<u>Employees</u>	Agents
3	considered for a Subaward. [If the a Conflict of Interest Disclosure F	ividual has a (i) financial or other interest in, e estimated Subaward amount exceeds \$250,0 form with the COI Point of Contact.]	
	<u>Public Officials</u>	<u>Employees</u>	Agents
4	considered from a Subaward. If the	y has a (i) financial or other interest in or (ii) the estimated Subaward amount exceeds \$250,0 ure Form with the COI Point of Contact.]	
	Public Officials – Related Party	Employees – Related Party	Agents – Related Party

5	relationship creates the appearance	son with knowledge of the relevant facts would be that a Covered Individual or any Related Pa firm considered for a Subaward? If yes, explain	rty has a financial or other interest in or a
	Public Officials	<u>Employees</u>	Agents

Date of Completion:

EXHIBIT E

SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM

FOR OFFICIALS, EMPLOYEES, AND AGENTS

The [_____] ("*Unit*") has adopted a Conflict of Interest Policy ("*Policy*") that governs the Unit's expenditure of Federal Financial Assistance (as defined in <u>Section II</u> of the Policy). The Policy designates [____] as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: (the "Subaward"). To safeguard the Unit's expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the <u>Exhibit A</u> to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- 3. For purposes of Question 3(a) and 3(b), your "Immediate Family Members" include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.
 - a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes <u>No</u> Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

Yes No Unsure:

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please expl	ain:
---	------

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes No Unsure:

If the answer is Yes or Unsure, please explain:

d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the *appearance* that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the *appearance* that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the <u>appearance</u> that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

11. Does any existing situation or relationship create the *appearance* that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other

interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the <u>appearance</u> that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes	No	Unsure:

If the answer is Yes or Unsure, please explain:

* * * * * * * * *

* * * * * * * * *

LAKE LURE TOWN COUNCIL AGENDA REQUEST FORM Meeting Date: March 11, 2025

SUBJECT: Resolution 25-03-11 for Revenue Replacement Loan

AGENDA INFORMATION:

 Agenda Location: New Business

 Item Number:

 Department:
 Administration

 Contact:
 Olivia Stewman, Town Manager (Steve Ford, Support Staff-Finance)

 Presenter:
 Olivia Stewman (Steve Ford, Support)

BRIEF SUMMARY:

The NC State Treasurer has offered a revenue replacement loan allowing the Town to obtain funds to be used for revenue replacement. This is the same program that has been present at various state meetings and by way of updates.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Provide approval of proposed resolution

FUNDING SOURCE: N/a

ATTACHMENTS:

Proposed Loan documents and recommended policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends review and passage of proposed resolution .

This contract has been pre-audited as required by the Local Government Budget and Fiscal Control Act

Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT BETWEEN THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER) AND THE TOWN OF LAKE LURE, NORTH CAROLINA

Loan Round: Loan Number: Loan Date: Loan Round Amount:

Helene50210R100000000 \$3,423,122.89

<u>REPAYMENT TERMS</u>:

• \$1 by the first anniversary of the Loan Date

Round 1

- 10% of the Loan Round Amount on June 30, 2027
- 20% of the Loan Round Amount on June 30, 2028
- 30% of the Loan Round Amount June 30, 2029
- 40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date or June 30, 2030.

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement ("Agreement") is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer ("NCDST"), and the **Town of Lake Lure, North Carolina** ("RECIPIENT") (referred to individually as Party and collectively as "Parties") to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the "Authorizing Act").

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below ("Effective Date") and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST'S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$3,423,122.89** to pay for RECIPIENT'S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.
- e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$3,423,122.89**.
- g. As provided in the Authorizing Act:
 - RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates:

 (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.
 - (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence,

RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, telephone number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeffrey A. Poley	Jeffrey A. Poley
Director of Disaster Services and Rural Economic	Director of Disaster Services and Rural Economic
Development	Development
Office of the State Treasurer	Office of the State Treasurer
3200 Atlantic Avenue	3200 Atlantic Avenue
Raleigh, North Carolina 27604	Raleigh, North Carolina 27604
Phone: (919) 500-0855	Phone: (919) 500-0855
Email: helenecashflowloans@nctreasurer.com	Email: helenecashflowloans@nctreasurer.com

For RECIPIENT		
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS	
Name	Name	
Title	Title	
Address	Address	
Email	Email	
Phone	Phone	

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and

staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Loan Round Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT

abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

TOWN OF LAKE LURE, NORTH CAROLINA

Printed Name

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Jeffrey A. Poley

Director of Disaster Services and Rural Economic Development

Title

Date

ATTACHMENT A

RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT AND PROMISSORY NOTE

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

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

- 1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
- 2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

TOWN OF LAKE LURE, NORTH CAROLINA

By: ______ Mayor/Commissioner/Authorized Representative

Name:

Title:

ATTEST:

Town Clerk/Authorized Representative

Name: _____

Title:

ATTACHMENT B

This Promissory Note has been pre-audited as required by the Local Government Budget and Fiscal Control Act

Finance Officer

PROMISSORY NOTE

Date:

Loan Number: Helene50210R1000000000 Loan Amount: \$3,423,122.89

The **Town of Lake Lure, North Carolina** ("BORROWER") DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) ("State") the following Loan Amount: **\$3,423,122.89** The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the "Agreement"), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- \$1 the first anniversary of the Loan Date
- 10% of the Loan Round Amount on June 30, 2027
- 20% of the Loan Round Amount on June 30, 2028
- 30% of the Loan Round Amount on June 30, 2029
- 40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date recited in the Agreement or June 30, 2030.

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER's governing body at a meeting duly held on ______.

TOWN OF LAKE LURE, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]

ATTACHMENT C



NORTH CAROLINA DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION

Recipient/Account Holder's Name:

Recipient's Address, City, State, Zip:

Information for the Recipient (optional):

BENEFICIARY BANK INFORMATION

Beneficiary Bank Name:

Beneficiary Bank Routing Transit Number (RTN):

Beneficiary Bank Account Number:

Bank's Address, City, State, Zip:

Information for the Beneficiary Bank, if applicable:

I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.

Recipient Official's Printed Name

Signature

Phone # Da	ate	
FOR INTERNAL USE ONLY		
Financial Operations Division		
US Dollar Wire Amount: \$3,423,122.89	Contract/Reference #: Helene50210R100000000	
Date Wire Processed:		

3200 Atlantic Avenue • Raleigh, North Carolina 27604

Courier #56-20-45 • Telephone: (919) 814-4000 •

Fax: (919) 855-5809 www.NCTreasurer.com

LAKE LURE TOWN COUNCIL AGENDA ITEM REQUEST FORM Meeting Date: March 10, 2025

<u>SUBJECT:</u> Request to appeal citation issued for 184 Garden LN.

AGENDA INFORMATION:

Agenda Location:	New Business
Item Number:	
Department:	Community Development
Contact:	Richard Carpenter, Dev. and Environ. Review Specialist/Deputy
Clerk	
Presenter:	Richard Carpenter, Dev. and Environ. Review Specialist/Deputy
Clerk	

BRIEF SUMMARY:

Development and Environmental Review Specialist Richard Carpenter issued a notice of violation on February 3rd, 2025. This NOV was issued after the applicant failed to bring their site into compliance following multiple violations. Per the applicant, the majority of the violations were not a result of Hurricane Helene but were the result of poor site management by a subcontractor.

The most recent citation was issued for failure to maintain erosion control, and deviation from the approved plans. The deviation was deemed significant by staff and the site is still out of compliance. The applicant was first warned on non-compliance on 10/4/2024 but failed to act even though construction is ongoing at the site.

Per town ordinance and Article 4 of the Sedimentation and Pollution Control Act of 1973:

- Sec. 22-31. Responsibility for maintenance. During the development of a site, the person conducting the land disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this article or the Act or any order adopted pursuant to this chapter or the Act. After site development, the landowner or person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a governmental agency. (Code 1989, § 96.13; Ord. of 6-12-2007)
- Sec. 22-32. Additional measures. Whenever the erosion control officer determines that significant sedimentation is occurring as a result of land disturbing activity, despite application and maintenance of protective practices, the person conducting the land disturbing activity will be required to and shall take additional protective action. The erosion control officer shall have the authority to suspend the land disturbance permit and any certificate of zoning compliance until such protective action is taken. (Code 1989, § 96.14)

disturbance permit and any certificate of zoning compliance until such protective action is taken. (Code 1989, § 96.14)

3. Sec. 22-23. General requirements. (b) Plans required. (1) Minor plan submission. A minor erosion and sedimentation control plan shall be prepared for all land disturbing activities subject to this section whenever more than 2,000 square feet (100 square feet if land disturbing activity is within 35 feet of a lake or natural watercourse) but less than one acre of land is to be uncovered. The plan shall be filed with, and accepted for review by the erosion control officer, ten or more working days prior to initiating the activity. Two copies of the plan shall be filed and upon approval, one copy, signed by the erosion control officer, shall be returned to the applicant.

The violations were observed or existed on or before February 3, 2025.

You are hereby ordered to cease the violations and take action to bring the site into compliance immediately. NOV delivered on 02/03/2025 to satisfy delivery requirements. If compliance is not achieved within seven (7) days, you may face additional enforcement measures.

The measures necessary to correct the violations are:

- Submit a revised plan for the un-disclosed disturbance.
- Install groundcover to control sediment runoff.
- Remove sediment from silt fencing.
- Correctly install erosion control sufficient to contain sediment runoff.
- Pass inspection upon completion.

Failure to comply with this notice may also result in the Town taking action to have the conditions abated and the resulting costs being placed as a lien against the property. The Town may take other action as permitted by law, which may result in additional costs and/or attorney fees.

You may appeal this Notice of Violation to the town council within (30) days of the date of this notice. The request for an appeal must be in writing, on a form obtainable from the Town, and must state the specific nature of the appeal.

Please remember that this is an official notice, and your immediate attention to this matter is required. Thank you for your prompt attention to this matter. If you have any questions, you may contact me at (828)625-9983 ext. 107.

Sincerely,

Richard Carpenter, CZO Development and Environmental Review Specialist & Deputy Clerk

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve/deny the request to relieve the citation in question.

ATTACHMENTS:

AIRF Notice of Violation Citation Site Photographs

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff do not believe that this situation will be resolved if left to the homeowner(s) to remediate. Staff recommend denying the applicant's request to appeal without first obtaining compliance within a short timeframe. As mentioned, the applicant's subcontractor destroyed most of their erosion control while significantly deviating from the approved plans.



NOTICE OF VIOLATION

Date of Issue: February 3, 2025

Troy & Nancy Schurter 16 Badger Run Hendersonville, NC 28739

Re:	Violation Number:	NOV-2024046
	Property Address:	184 Garden LN
	Property Tax ID Number:	1657198

Observed Conditions:

- 1. Failed erosion control.
- 2. Insufficient erosion control.
- 3. No ground cover.
- 4. Failure to follow approved plans.

This Notice of Violation is issued for having at the above-described property conditions that are in violation of the following sections of the Town of Lake Lure Zoning Regulations:

- 1. Sec. 22-31. Responsibility for maintenance. During the development of a site, the person conducting the land disturbing activity shall install and maintain all temporary and permanent erosion and sedimentation control measures as required by the approved plan or any provision of this article or the Act or any order adopted pursuant to this chapter or the Act. After site development, the landowner or person in possession or control of the land shall install and/or maintain all necessary permanent erosion and sediment control measures, except those measures installed within a road or street right-of-way or easement accepted for maintenance by a governmental agency. (Code 1989, § 96.13; Ord. of 6-12-2007)
- 2. Sec. 22-32. Additional measures. Whenever the erosion control officer determines that significant sedimentation is occurring as a result of land disturbing activity, despite application and maintenance of protective practices, the person conducting the land disturbing activity will be required to and shall take additional protective action. The erosion control officer shall have the authority to suspend the land

TOWN OF LAKE LURE CIVIL PENALTY CITATION

Date: 3/4/25

Case Number: NOV 2024/04/6

SECTION(S) VIOLATED; 22-31, 22-32, 28-23

DESCRIPTION OF VIOLATION(S):

Infailed erosion control 2. Insufficients existin Control. Cockof Cover, NOCHAOC Follow approved on Number of previously issued violations for same offense: CIVIL PENALTY AMOUNT

NOTICE:

This is a citation for a violation of the Lake Lure Town Regulations. This citation should be paid at the Lake Lure Town Hall during regular business hours within ten (10) business days of the date of service of this citation. Civil Penalty Citations become past due if not paid within thirty (30) calendar days of the issuance of this citation, in which case the Town may recover such penalties in a civil action in the nature of debt.

A	· · · · · · · · · · · · · · · · · · ·
Pl ct	
SIGNED: // 7//	
10 yrs	
Personal Service: Received By:	Date:
Property Posted: Certified Mail # 7018 06 80	aug 6350 9080

















Kimberly Martin

From:	Nancy Schurter <nanschurter@gmail.com></nanschurter@gmail.com>
Sent:	Thursday, March 6, 2025 12:38 PM
То:	Kimberly Martin
Cc:	Richard Carpenter; Troy Schurter; David Morgan - Builder/GC
Subject:	Fwd: NOV2024046 Citation Initiation
Attachments:	3.4.25_Citation.pdf; 2024046_NOV.pdf

Hello Kim!

I was instructed by Rich Carpenter to send my appeal request to you via email.

After speaking with Rich yesterday in the office, there is only one violation we are having trouble satisfying in a timely manner, which is the silt fencing. Our contractor, David Morgan, has met with four different contractors to obtain quotes for removing the runoff from Hurricane Helene and replacing the fencing as needed. This has taken some considerable time during this busy season of recovery.

After receiving 4 estimates, it was determined to be out of our financial ability without assistance from FEMA and/or the Army Corp of Engineer's. We were very grateful that Rich introduced us yesterday and we completed the application with them and submitted all of the requested documents. We are hopeful to gain assistance and repair the area on our property to avoid any further fines from Lake Lure.

We would like to petition the board at the next meeting to ask for an extension to allow the process to work out through either FEMA or the Army Corp of Engineers.

Please let us know the date and time to be present at the next meeting.

If there is any further information you need please let us know.

Sincerely, Nancy & Troy Schurter 184 Garden Ln, Lake Lure 561-248-6900 561-248-8787

------ Forwarded message ------From: **Richard Carpenter** <<u>RCarpenter@townoflakelure.com</u>> Date: Tue, Mar 4, 2025, 4:36 PM Subject: NOV2024046 Citation Initiation To: Nancy Schurter <<u>nanschurter@gmail.com</u>>

Good afternoon,

I issued a notice of violation on 02/03/2025 for the following issues:

- Failed erosion control
- Insufficient erosion control
- No ground cover
- Failure to follow approved plans











IX 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, kmartin@townoflakelure.com, at least one hour prior to the meeting.

X ADJOURNMENT