

# **LAKE LURE TOWN COUNCIL MEETING PACKET**

**Tuesday, September 9, 2025  
8:30 a.m.**



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

# I Call to Order

# II

## Agenda Adoption

**TOWN OF LAKE LURE**  
**REGULAR TOWN COUNCIL MEETING**

Tuesday, September 9, 2025 at 5:00 p.m.

Town Hall at The Landings



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**Agenda**

**I. Call to Order**

**II. Agenda Adoption**

**III. Mayor's Communication**

**IV. Public Hearing**

A. Ordinance No. 25-09-09 Amending Chapter 36, Section 5 and 36-64 (c) to Allow  
Limited Outside Display of Merchandise in the Commercial General Zone (Page 8)

- i. Staff Report
- ii. Public Hearing
- iii. Commission Deliberation
- iv. Consideration for Adoption of Ordinance No. 25-09-09 Amending  
Chapter 36, Section 5 and 36-64 (c) to Allow Limited Outside Display  
of Merchandise in the Commercial General Zone

B. Ordinance No. 25-09-09A Amending Section 36, Article XI Sign Regulations (Page 12)

- i. Staff Report
- ii. Public Hearing
- iii. Commission Deliberation
- iv. Consideration for Adoption of Ordinance No. 25-09-09A Amending  
Section 36, Article XI Sign Regulations

**V. Town Managers Communication**

A. Monthly Report (Page 18)

**VI. Council Liaison Reports and Comments**

**VII. Consent Agenda**

A. Approval of August 2025 Minutes (Page 50)

**VIII. Unfinished Business**

**IX. New Business**

- A. Resolution No. 25-09-09 Adopting Sewer Capacity Allocation Policy (Page 78)
- B. Resolution No. 25-09-09A Approving Disaster Recovery memorandum of Agreement with North Carolina League of Municipalities (Page 82)
- C. Request for Town Council Approval to Re-Send the Existing Private Beach Located at 259 North Shore Drive (Page 93)

**X. Storm Recovery Updates**

**XI. 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](mailto:kmartin@townoflakelure.com) at least one hour prior to the meeting.

**XII. Closed Session in accordance with G.S. 143-318.11 (a) (5) for the purpose of discussing property acquisition and G.S. 143-318.11 (a) (3) for attorney client privilege**

**XIII. Adjournment**

# **III MAYOR'S COMMUNICATIONS**

# **IV**

## **PUBLIC HEARING**

- A. Ordinance No. 25-09-09 Amending Chapter 36, Section 5 and 36-64 (c) to Allow Limited Outside Display of Merchandise in the Commercial General Zone**
- B. Ordinance No. 25-09-09A Amending Section 36, Article XI Sign Regulations**

**LAKE LURE TOWN COUNCIL**  
**AGENDA ITEM REQUEST FORM**  
**Meeting Date: September 9, 2025**

**SUBJECT:** Request for Text Amendment to Allow Limited Outside Display of Merchandise in the Commercial General Zone

**AGENDA INFORMATION:**

**Item Number:** A\_\_\_\_  
**Department:** Community Development  
**Contact:** Michael Williams, Community Development Director  
**Presenter:** Michael Williams, Community Development Director

**BRIEF SUMMARY:**

Community Development staff presented a proposal to the Zoning & Planning Board to modify the Town Code of Ordinances to allow limited amount of outside display of merchandise in the Commercial General zone. Currently, our code allows no outside storage of merchandise which has been expressed as a concern by multiple businesses. After two board meetings and a special committee meeting after the first meeting, the board made minor changes to the staff proposal and approved a recommendation to Town Council to consider making the text amendment. The proposed amendment would codify allowing soft drink, ice machines, firewood displays or similar vending machines in approved display areas; and it would allow general display including on a table adjacent to the primary facade.

**ATTACHMENTS:**

Copy of proposed addition to Section 36-5 and 36-64(c) with proposal edits.

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of the proposed text amendment to allow limited outside display of merchandise in the Commercial General zone as described in Attachment A and recommended by the Zoning and Planning Board on July 15, 2025.



## ORDINANCE NUMBER 25-09-09

### AN ORDINANCE AMENDING SECTION 36-5 AND 36-64(C)

**WHEREAS**, the Town of Lake Lure finds it necessary to revise Sections 36-5 and 36-64(C) of the Town of Lake Lure Code of Ordinances due to amending outside display of Merchandise in the Commercial General Zone.

**WHEREAS**, the Zoning and Planning Board has reviewed and recommended amendments to Sections 36-5 and 36-64(C) to ensure consistency and clarity within the Code.

**NOW, THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN REGULAR SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE.**

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

**SECTION ONE.** Chapter 36 ("Zoning") Section 5 ("Definitions") of the Town of Lake Lure Code of Ordinances is hereby amended as follows:

#### **Section 36-5. Definitions.**

**Add** a definition for "Outside Display of Merchandise" to section 36-5:

**Outside display of merchandise:** The outdoor display of products actively available for sale. The outdoor location of soft drink, ice machines, firewood displays or similar vending machines shall be considered outdoor display.

**SECTION TWO.** Chapter 36 ("Zoning") Section 64(C) ("out-of-building display") of the Town of Lake Lure Code of Ordinances is hereby amended as follows:

#### **Section 36-64(C). Out-of-Building Display .**

c) [Out-of-building display.] This section specifically prohibits out-of-building display of ~~merchandise for sale, rent and~~ unscreened storage of vehicles, motorized equipment, boat storage facilities, construction equipment and supplies. Wrecked vehicles, inoperable vehicles, discarded tires or auto parts, and inoperable machinery are prohibited; businesses which sell, rent, or display obscene materials as defined in this code are excluded from this district, in addition to tattoo parlors; mobile homes; movable storage facilities; and manufacturing employing ten or more persons. Notwithstanding the above, one rental boat per commercial property is allowed to be displayed out of the building as an accessory use. Outside display of merchandise may be permitted in the commercial general (CG) zoning district following the issuance of a zoning permit and the approval of a site plan illustrating the extent of the permitted area for the outside display. The area for the outside display must meet the standards below:

A. Outside display is permitted adjacent to the primary façade (façade with principal customer entrance) and shall extend no more than eight (8) feet from such façade.

- B. Outside display shall occupy no more than 20 percent of the horizontal length of the façade or 200sqft, whichever is less.
- C. Outside displays shall not impair the ability of pedestrians to use the sidewalk or parking areas.
- D. Outside displays, other than soft drink, similar vending machines, ice machines, firewood displays and propane, shall only be displayed during the hours of business operation.

**SECTION THREE.** The Town of Lake Lure Town Council deems Ordinance No. 25-09-09 to be reasonable and in the public interest because it ensures consistency with zoning standards, maintains safe and orderly streetscapes, and preserves the character of Lake Lure's commercial areas. The amendment aligns with the Town's Comprehensive Plan by supporting well-planned, visually appealing, and properly managed commercial districts.

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

**SECTION FIVE.** This Ordinance, along with all rules, regulations, provisions, requirements, and orders established herein, shall take effect and be in full force immediately upon its final passage and adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Kimberly Martin  
Town Clerk

\_\_\_\_\_  
Carol C. Pritchett  
Mayor

Approved as to content & form:

William C. Morgan, Jr.  
Town Attorney

**LAKE LURE TOWN COUNCIL**  
**AGENDA ITEM REQUEST FORM**  
**Meeting Date: September 9, 2025**

**SUBJECT:** Request for Text Amendment to Section 36, Article XI. Sign Regulations to conform to NC General Statute changes regarding On-Premises Signs

**AGENDA INFORMATION:**

**Item Number:** B\_\_\_\_  
**Department:** Community Development  
**Contact:** Michael Williams, Community Development Director  
**Presenter:** Michael Williams, Community Development Director

**BRIEF SUMMARY:**

Community Development staff presented a proposal to the Zoning & Planning Board to modify the Town Code of Ordinances, Article XI, Sign Regulations, to conform with NC General Statute changes regarding On-Premise Signage. The changes in Section 23.1(a) Part 1 of Article 9 of Chapter 160D provide that a lawfully erected on-premises sign may be relocated or reconstructed within the same parcel so long as the square footage of the total advertising surface is not increased, and the sign complies with the local development rules in place at the time the sign was erected. Also, 160D now provides that a local government may require the removal of a lawfully erected on-premises advertising sign under a local development regulation only if the local government pays the owner of the sign monetary compensation for the removal. Upon payment of monetary compensation, the local government shall own the sign and remove it in a timely manner. These changes apply only to “on-premises signs”. While the changes would affect the Town’s ability to remove a legally erected, but now non-conforming or nuisance sign, it would not prohibit the Town’s ability to assess fines for legitimate nuisance or otherwise non-compliant signs. The state statute established October 1, 2021 as the effective date for enforcement. The Board voted to recommend the text amendment for Town Council approval.

**ATTACHMENTS:** Copy of NC Statute 160D-912.1 regarding on-premises advertising and copy of Town Code Section 36-338-340 with recommended text amendments marked.

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends incorporating the State changes into the Town’s Sign Regulations by adopting the recommended text amendments affecting Section 36-338, 36-340 as shown in Attachment B.

## **ORDINANCE NUMBER 25-09-09A**

### **AN ORDINANCE AMENDING SECTION 36, ARTICLE XI SIGN REGULATIONS**

**WHEREAS**, the Town of Lake Lure finds it necessary to revise Sections 36, Article XI of the Town of Lake Lure Code of Ordinances for Sign Regulations

**WHEREAS**, the Zoning and Planning Board has reviewed and recommended amendments to Sections 36, Article XI of the Sign Regulations

**NOW, THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN REGULAR SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE.**

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

**SECTION ONE.** Chapter 36 (“Zoning”) Section 338 (“Sign Maintenance and Abandoned Signs”) of the Town of Lake Lure Code of Ordinances is hereby amended as follows:

#### **Sec. 36-338. Sign maintenance and abandoned signs.**

- (a) *Maintenance provisions.* All signs, supports, braces, poles, wires and other appurtenances of signs or sign structures shall be kept in good repair, maintained in safe condition, and shall conform to the following standards:
- (1) A sign shall be in a state of disrepair when more than 20 percent of its total surface area is covered with disfigured, cracked, ripped or peeling paint or poster paper, or any combination of these conditions. Any sign in a state of disrepair shall be considered in violation of this chapter.
  - (2) No sign shall be allowed to stand with bent or broken sign facing, broken supports, loose appendages or struts which causes the sign to stand more than 15 degrees from the perpendicular.
  - (3) No sign or sign structure shall be allowed to have weeds, vines or other vegetation growing on it and obscuring it from the street or highway from which it is intended to be viewed.
  - (4) No indirectly illuminated sign shall be allowed to stand with only partial illumination operational.
  - (5) Any sign which violates the maintenance provisions listed in this subsection (a) shall be in violation of this chapter and shall be repaired or removed as required by the applicable sections of this article.
- (b) *Abandoned signs.*
- (1) Signs or parts of signs which advertise or pertain to a business, product, service, commodity, or purpose which no longer exists or that has not been in use for 180 days or more shall be deemed to be an abandoned sign. Signs which are associated with seasonal business shall not be considered abandoned provided there is clear intent to continue the business in the upcoming season. However, failure to operate any business for a minimum of 90 consecutive days in a calendar year shall deem any sign associated

with such business an abandoned sign.

- (2) Abandoned signs are prohibited and ~~shall be removed by the owner or his agent or the owner of the property where the sign is located should be removed~~ within 30 days from the date such sign is deemed to be abandoned.
- (3) This section shall be enforced in accordance with section 36-340(d). (Code 1989, § 92.159)

SECTION ONE. Chapter 36 (“Zoning”) Section 340 (“Permits, Fees, Nonconforming Signs, and Enforcement”) of the Town of Lake Lure Code of Ordinances is hereby amended as follows:

**Sec. 36-340. Permits, fees, nonconforming signs, and enforcement.**

- (a) *Permits.* All new or existing signs, except as otherwise provided in section 36-334, shall require a sign permit prior to being located or erected on any property within the jurisdiction of this chapter. Sign permits shall be issued by the zoning administrator. If a sign permit is denied, the decision may be appealed to the board of adjustment as provided in section 36-185.
- (b) *Permit fees.* The town council may establish a fee schedule for all sign permits issued in accordance with this article.
- (c) *Nonconforming signs.*
  - (1) Signs that are erected and were in place prior to the adoption of this chapter, but which do not conform to the provisions of this chapter, are declared nonconforming signs. Signs that were erected and that are in place and which conformed to the provisions of this chapter at the time erected, but which do not conform to an amendment of this chapter enacted subsequent to the erection of said signs also are declared nonconforming signs. Any sign erected after the passage of this chapter must meet all the criteria within this chapter.
  - (2) ~~All nonconforming signs shall be maintained in accordance with section 36-338, but shall not be:~~
    - a. ~~Changed or replaced with another nonconforming sign except that an existing sign may be replaced to reflect a change in business identification so long as the replacement sign is in the same general location and the size of the replacement sign face does not exceed that of the existing sign.~~
    - b. ~~Expanded or relocated.~~
    - c. ~~Reestablished after damage or destruction in excess of 50 percent of the appraised replacement cost at the time of the damage or destruction.~~
    - d. ~~Modified in any way which increases the sign's degree of nonconformity.~~
  - (3) ~~With the exception of off-premises signs for which a current, valid permit has been issued by the state department of transportation, any nonconforming sign shall either be eliminated or brought into conformance within seven years of the date it became nonconforming.~~

- (d) *Enforcement.* Violation of the provisions of this article shall be enforceable as set forth below in addition to the enforcement provisions as set forth in this chapter.
- (1) *Notice of violation.* The zoning administrator shall have the authority to issue a notice of violation for all violations of this article. Where the owner of the sign is indicated on the sign or is otherwise apparent or known to the zoning administrator, a copy of the notice of violation shall be delivered to the sign owner by hand delivery or by certified mail. In all other cases, a copy of the notice of violation shall be posted on the sign and a copy shall be delivered by hand delivery or certified mail to the property owner as shown on the county tax records. In addition, service hereunder may be made in accordance with rule 4 of the state rules of civil procedure.
  - (2) *Time to remedy violation.* The sign owner and/or the property owner shall have 15 days to remedy all violations set forth in the notice of violation. The 15-day period shall commence upon the earlier of the posting of the notice of violation on the sign or the delivery of a copy of the notice of violation to the sign owner or property owner.
  - (3) *Extension of time for compliance.* The zoning administrator shall have the authority to grant a single 30- day extension of time within which the sign owner must comply with the notice of violation. The single extension of time may be issued based upon a written request for extension of time which sets forth valid reasons for not complying within the original 15-day period.
  - (4) *Remedies for failure to comply.* Pursuant to G.S. 160A-175(f), the zoning administrator may choose from the remedies set forth below to enforce these regulations when there is a failure to comply with the notice of violation. Those remedies are as follows:
    - a. In addition to or in lieu of the other remedies set forth in this section, the zoning administrator may issue a citation setting forth a civil penalty of \$50.00. In the case of a continuing violation, each 24-hour period during which the violation continues to exist shall constitute a separate violation. The citation shall be served upon the person described in subsection (d)(1) of this section by the means set forth therein. In the event the offender does not pay the penalty within ten days of service of the citation, the civil penalty shall be collected by the town in a civil action in the nature of debt, which shall not constitute a misdemeanor, and in so providing, the town council hereby chooses to exercise the option provided by G.S. 160A-175(b).
    - ~~b. In addition to or in lieu of the other remedies set forth in the section, the zoning administrator shall have the authority to issue a remove order for any sign not repaired or brought into compliance within the time required by the foregoing provisions. Remove orders shall be issued to and served upon the person described in subsection (d)(1) of this section by the means set forth therein. The sign owner or the landowner shall be allowed a period of 30 days after the service of the remove order within which to remove the sign at his own expense. The remove order shall describe specifically the location of the sign to be removed and all of the reasons for issuance of the remove order, including specific reference to the provisions of the chapter which have been~~

~~violated.~~

~~c. In addition to or in lieu of the other remedies set forth in this section, the zoning administrator may seek injunctive relief in the appropriate court.~~

~~(5) Removal and recovery of expense. If a sign owner or property owner fails to comply with the requirements of a remove order, the zoning administrator may cause such sign to be removed. The sign owner and property owner shall be jointly and severally liable for the expense of removal. Notice of the cost of removal shall be served upon the person described in subsection (4)b of this section by the means set forth therein. If said sum is not paid within 30 days thereafter, said sum shall be collected by the town in a civil action in the nature of debt, which shall not subject the offender to the penalty provisions of G.S. 14-4.~~

(6) *Removal of dangerous signs.* Pursuant to G.S. 160D, the zoning administrator shall have the authority to ~~summarily remove, abate, or~~ remedy a sign which is dangerous or prejudicial to the public health or safety. ~~The expense of the action shall be paid by the sign owner, or if the sign owner cannot be determined, by the landowner, and if not paid, shall be a lien upon the land or premises where the nuisance arose, and shall be collected as unpaid taxes.~~

**SECTION TWO.** The Town of Lake Lure Town Council deems Ordinance No. 25-09-09A to be reasonable and in the public interest because it ensures consistency with zoning standards, maintains orderly and visually appealing streetscapes, and preserves the character of the Town's commercial and public areas. The amendment aligns with the Town's Comprehensive Plan by supporting well-planned, attractive, and properly managed signage throughout Lake Lure.

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

**SECTION FOUR.** This Ordinance, along with all rules, regulations, provisions, requirements, and orders established herein, shall take effect and be in full force immediately upon its final passage and adoption.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
Kimberly Martin  
Town Clerk

\_\_\_\_\_  
Carol C. Pritchett  
Mayor

Approved as to content & form:

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William C. Morgan, Jr.  
Town Attorney



**V**

**TOWN MANAGER'S  
COMMUNICATIONS**



## Town Manager Report August 2025

Below are key highlights from each department for the month of August. Full reports are available upon request.

### Public Services Department Report

The Public Services Department continued routine maintenance and operations throughout the month. Regular tasks included meter reading and installations, water leak repairs, utility locates, bulk trash pickup, work order responses, facility upkeep, wastewater sampling, and maintenance at the Dam, and Wastewater Treatment Plant. Additionally, staff played a vital role in supporting various storm recovery efforts.

### Top Accomplishments & Project Updates

- **West End Sewer Project:**  
Successfully completed the first phase of the West End Sewer Project, marking an important milestone in the town's ongoing infrastructure recovery. This phase established restored sewer to 13 properties impacted by Tropical Storm Helene.
- **20-Tank Project:**  
Installed the new dome cover for the 20-tank project, enhancing the safety and efficiency of the town's water management system and ensuring long-term operational reliability.
- **Utility Locate Responses**  
Responded to 27 calls for 811 locates, providing timely support to prevent utility damage during excavation and construction activities, and ensuring the safety of residents and contractors.
- **Manhole and Sewer Maintenance**  
Replaced a manhole at Harris Road and Memorial Highway, improving both functionality and safety. Additionally, a section of the main sewer line near Town Hall was cleaned and repaired, maintaining the integrity of key infrastructure and preventing potential service disruptions.
- **Road Maintenance**  
Completed 20 tons of asphalt repairs on town roads, improving road conditions, extending pavement life, and enhancing overall safety for residents and visitors.

- **Drainage Improvements**

Repaired drain at Lured Market Pond, restoring proper water flow and reducing the risk of localized flooding. The drainage ditch behind the Parks, Recreation, and Lake building was also relandscaped, improving water runoff management and preventing future erosion around town facilities.

## **Community Development Department Report**

Director Williams reports that the department continues to provide permitting services and guidance to residents navigating repairs and rebuilding efforts. The following permits were issued in August:

- **4 Zoning Permits**
- **6 Lake Structure Permits**
- **1 Land Disturbance Permits**
- **2 Vacation Rental Operator Permit**
- **10 Certificates of Completion** were also issued

## **Top Accomplishments & Project Updates**

- **Floodplain and Permitting Assistance:**  
Staff continued assisting property owners affected by Hurricane Helene with navigating floodplain regulations, permit requirements, and eligibility for federal cleanup assistance. Work is also underway to identify remaining lake structures that appear to be structurally unsound. Staff will coordinate with owners to ensure these structures are either properly repaired or removed in accordance with code.
- **Private Property Debris Removal Program:**  
Coordination continued with the U.S. Army Corps of Engineers on the Private Property Debris Removal (PPDR) program. In addition, three land-based structure demolitions have been finalized for inclusion in the program.
- **Lake Structure Removal:**  
The US Army Corps of Engineers previously received FEMA authorization to demolish 29 condemned boathouses. A specific start date for demolition has not been provided. FEMA has identified concerns that are delaying the project. Town staff are actively coordinating with key USACE and FEMA personnel to address these issues and advance the project.
- **Cell Tower Permitting:**  
Site preparation for the new cell tower began in August, with groundbreaking scheduled for the first week of September.

## **Fire / Emergency Management Department Report**

The Fire / Emergency Management Department responded to 38 fire, medical, and rescue calls in August. Firefighters completed 446 hours of training, continuing to

demonstrate a strong commitment to professional development and operational readiness.

### **Top Accomplishments & Project Highlights**

- **Fire and Emergency Response**  
The department responded to multiple calls for service, including a structure fire, motor vehicle collisions, trees down, carbon monoxide incidents, gas leaks, and fire alarms. Medical emergencies were also addressed, including diabetic and general medical calls, as well as falls on local trails. Several mutual aid responses were completed, including a structure fire at Bills Creek.
- **Personnel and Training**  
Firefighters completed their annual physicals, and uniforms were picked up for personnel graduating from the Fire Academy. Routine equipment maintenance, including chainsaw servicing, was performed to ensure readiness for emergency response.
- **Inspections and Station Maintenance**  
Station checks and inspections were completed in preparation for OSFM evaluations, ensuring compliance with safety standards and operational readiness.
- **Support for Community Projects**  
The department assisted Community Development with the demolition of a boathouse on Lake View Road and supported Parks and Recreation by facilitating FEMA and trail assessments on local trails, including the Weedpatch Mountain Trail.

### **Police Department Report**

The Police Department continues to manage daily operations while actively supporting storm recovery efforts. August was a busy month on town roadways, with visitors coming to see local improvements and to visit Chimney Rock State Park and the Village of Chimney Rock. Officers continued monitoring the Morris Park area, addressing frequent trespassing incidents near active lake debris operations and guiding visitors to safer areas. Administrative staff coordinated with vendors to maintain a fully functional office, including installing a new copier/fax machine, IT ports for body cam and stun gun storage, and reorganizing the Records and Patrol Rooms. Phone service is being added to each officer's office. The Chief replaced fitness equipment lost in the flood, ensuring officers remain fit and ready to serve.

### **Top Accomplishments & Project Updates**

- **Vehicle Accidents and Road Safety**  
While Lake Lure experiences numerous vehicle accidents, one incident involved a dump truck navigating a curve with a heavy load, which rolled onto its side, spilling dirt from the truck bed. Fortunately, no one was injured. The

vehicle required significant effort to upright, and the roadway was cleared of debris. Most truck drivers remain cautious, and officers continue to monitor traffic throughout town as debris removal operations proceed.

- **Fraud Investigations**

Several officers are actively working on fraud cases. In one incident, an individual issued two checks to delivery personnel, who then altered the amounts and attempted to cash them. Residents are reminded to exercise caution with financial transactions and verify the legitimacy of individuals requesting payment.

- **Traffic Monitoring and Public Safety**

Officers spent several days monitoring traffic at the Flowering Bridge during the start of its demolition. The area, which held sentimental value for many residents before the flood, was monitored to ensure no one crossed barriers, maintaining public safety while work was underway. Officers ensured the site remained secure throughout the project.

## **Parks, Recreation & Lake Department Report**

The Parks, Recreation, and Lake Department remains focused on restoration and recovery of public spaces impacted by Hurricane Helene. The department has been accompanying FEMA to key site inspections of our trail systems. In addition, the Department is leading regular water sampling efforts to monitor and protect the environmental health of the lake. Test results are being published on the Town of Lake Lure website for transparency and public awareness.

### **Top Accomplishments & Project Updates:**

- **Volunteer Support**

Logged 192.5 volunteer hours, representing an estimated value of \$6,446.83 (based on \$33.49/hour.).

- **KaBOOM! Playground**

Progress continued on the new playground project. Staff finalized the design, coordinated utilities and permitting, and prepared for the community Build Week scheduled for October 13–15. Volunteer recruitment efforts were ongoing to ensure strong community participation.

- **Commercial Lake Model**

Completed a review of the Commercial Model for the lake in preparation for its reopening at a later date.

- **Trail System Recovery**

Worked with Conserving Carolina, the Carolina Climbers Coalition, and the Rutherford Outdoor Coalition to assess damage and plan potential reroutes to reconnect the Buffalo Creek Park and Weed Patch Mountain trails. Temporary signage was developed, and clearing began on a new corridor near Pool Creek Park with the support of one staff member and four volunteers. Several organized trail workdays took place. At Weed Patch Mountain, staff and volunteers scouted emergency access routes, cleared fallen trees, and

partnered with Pisgah Area SORBA to remove additional storm debris. At Dittmer-Watts Nature Trails, volunteers removed fallen trees, cleared overgrowth, and reported ongoing issues through a comprehensive trail walk.

- **Public Safety and Law Enforcement Support**

Staff completed one hour of in-service law enforcement training, assisted with police calls, issued citations, attended court dates, and carried out lake patrol duties to ensure public safety.

## **Finance Department Report**

The Finance Department continues to manage daily operations, provide FEMA and ICF coordination support for Hurricane Helene recovery, and implement the FY 2025–2026 budget.

### **Top Accomplishments & Project Updates**

- **Financial Status**

Revenue and expenditure accounts continued to track with budget projections for all departments, with the exception of non-governmental accounts. Water and sewer collections remained slightly above projections, averaging more than eight percent higher than anticipated. Departmental expenditures aligned with monthly spending projections, and a portion of July and August spending will be accrued back into Fiscal Year 2025. The Town's financial position remained strong, with an unreconciled bank balance of approximately \$9,756,635 across all funds except for special revenue funds. The Dam Fund continued to hold a balance of \$8,000,000. As noted in previous reports, the Town's cash position has been significantly supported by state revenue replacement loan proceeds, FEMA reimbursements, and ARPA reimbursements, and these inflows are expected to continue.

- **Audit**

The Finance Department reached a milestone in the audit sampling process, with 99 percent of the Fiscal Year 2024 review completed. Staff are addressing follow-up sampling requests and continuing to provide information from the material listing. It is anticipated that this work will be completed in the near future.

- **Loan Proceeds**

Town Council approved the third installment of the cash flow and storm recovery loan from the North Carolina Treasurer. This phase of funding, totaling approximately \$2.33 million, was received and posted during the current accounting period.

## **Communications Department Report**

Communications Director Laura Krejci continues to lead the Town's outreach, funding coordination, and storm recovery communication efforts. In August, she published 33 articles and updates across the Town's website, Facebook, and email

lists. The Town recorded 19,000 website users, compared to 28,000 in August 2024. This decline is believed to reflect a seasonal decrease in visitors.

## **Top Highlights & Project Updates**

- **Media Engagement:**

Coordinated coverage with CBS News 60 Minutes, WCNC Charlotte, Channel 7, and WHKY radio. Additional interviews were facilitated with WSPA, WCNC, and CBS, as well as filming for the Wailing Earth docuseries. Social media growth continued with followers surpassing 39,000, reflecting an 81 percent increase over the prior year. Weekly storm recovery updates generated nearly 25,000 interactions and more than 2,100 comments, all reviewed and addressed as needed.

- **Website & Social Media Management:**

The Town's website recorded approximately 19,000 users in August compared to 28,000 in August 2024, a decline that appears to align with lower visitor activity overall. Despite the decrease, news articles, storm recovery updates, and meeting summaries remained highly viewed. On September 1, a consolidated summary of recent news was emailed to nearly 2,700 residents, including links to Town events, recovery progress, and messages from the Mayor. In addition to website analytics, staff prepared monthly social media performance reports to track engagement levels, identify trending content, and adjust communication strategies accordingly.

- **Grants:**

Progress advanced on the FEMA High Hazard Potential Dam (HHPD) grants.

**FY21 Field Investigations:** Final documentation was submitted, and reimbursement of 65 percent of eligible costs is underway, with invoices due in September.

**FY22 30 Percent Design Project:** The award remains pending until FY21 grant closure, but the full funding request of \$484,471 has been confirmed once requirements are met.

**FY24 Detailed Design Application:** Submitted in February for \$3.5 million, with a 35 percent Town match. While award is pending completion of prior phases, all deliverables have been submitted.

**Dogwood Trust Collaboration and Innovation Grant:** Submitted for \$489,000 to support workforce housing. Next steps require site identification for the project.

- **Events and Community Engagement**

Coordinated the Mayor's media and speaking engagements, including radio interviews and civic presentations. Preparations are ongoing for upcoming events, including the Hurricane Helene Commemoration Ceremony on

September 27, the Spectrum News Town Hall in Asheville on September 24, and the Lake Lure Arts and Crafts Festival on October 18–19.

## **Manager / Administration Department Report**

August was a dynamic and productive month, marked by a high volume of staff, council, and board meetings, as well as ongoing efforts to navigate the evolving landscape of post-storm recovery and day-to-day operations.

### **Top Highlights & Project Updates**

- **FEMA Coordination and Recovery Funding:**  
Town staff continued meeting with FEMA leadership to advance ongoing projects and advocate for Lake Lure's recovery assistance. These efforts focus on ensuring timely support and facilitating progress on key storm recovery initiatives. Worked closely with ICF to advance funding through Public Assistance, the Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant for Disaster Recovery (CDBG-DR). Applications were submitted for NCDEQ DWI State Revolving Fund (SA-HMW) loans, which offer zero interest and include principal forgiveness for drinking water, wastewater, and decentralized wastewater systems affected by Hurricane Helene.
- **Project Obligations and Reimbursements:**  
Ten FEMA-funded projects have been obligated. The Town has received \$2,325,171.92 for seven of these, and three additional reimbursements totaling \$783,697.93 are pending. Delays persist for obligations of projects over \$100,000, and staff contacted elected officials to express these concerns.
- **Town Hall Relocation:**  
Police and administrative staff successfully transitioned operations to the new temporary Town Hall facility at The Landings. The move ensures continuity of services while providing adequate space for staff and community needs during recovery efforts.
- **Flowering Bridge Demolition:**  
Demolition of the Flowering Bridge began on August 18. Mitch Contracting coordinated closely with Town staff and the Flowering Bridge Committee to preserve and salvage select items from the structure for future use. The Town's obligation to assist with demolition costs remains under review by the Department of Homeland Security, where it has been pending for several weeks.
- **Storm Recovery Coordination:**  
Weekly briefings with Town Council continued to maintain progress on key initiatives and ensure alignment across departments.
- **Sewer Replacement Project:**  
NCDEQ is still reviewing proposed designs submitted for upcoming phases, and the Town is preparing for easement needs in coordination with finalized design plans.



- **Dam:**  
The Town is collaborating with ICF and Schnabel Engineering to prepare a supplemental report for FEMA based on Schnabel's post-storm dam findings. Field investigations are nearing completion, and this phase of work is expected to be closed out by mid-September.
- **Proctor Road:**  
Morgan Corporation continued work on the Proctor Road Stabilization Project throughout August. The estimated completion is expected by mid-September.
- **West End Sewer Project:**  
Several properties impacted by the West End Sewer Project have now had sewer service restored. Staff contacted property owners directly to provide updates, including guidance for those who need to coordinate with plumbing contractors to complete connections. For the remaining customers, the Town is awaiting the completed design for the Memorial Highway line. Materials are ready for installation once the design is received, with manholes to be procured afterward.
- **Lake Lure Dam Bridge Coordination**  
Town staff held meetings with NCDOT to continue coordination on plans for a replacement bridge at the Lake Lure Dam. Discussions focused on project requirements, timelines, and next steps for design and construction.
- **Lake Debris and Sedimentation Removal**  
The US Army Corps of Engineers continued lake debris and sedimentation removal efforts in August. Work has begun in several coves, including Marina Cove, marking a significant milestone in the overall lake restoration process.

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000 COMMISSION							
411000 COMMISSION							
102 Salaries-Part Time		1,100.00	2,200.00	13,200.00	13,200.00	11,000.00	17 %
109 FICA		84.15	168.30	1,100.00	1,100.00	931.70	15 %
214 Supplies-Dept		0.00	129.16	3,200.00	3,200.00	3,070.84	4 %
215 Supplies-Materials		0.00	0.00	20,000.00	20,000.00	20,000.00	%
<b>Account Total:</b>		<b>1,184.15</b>	<b>2,497.46</b>	<b>37,500.00</b>	<b>37,500.00</b>	<b>35,002.54</b>	<b>7 %</b>
<b>Account Group Total:</b>		<b>1,184.15</b>	<b>2,497.46</b>	<b>37,500.00</b>	<b>37,500.00</b>	<b>35,002.54</b>	<b>7 %</b>
413000 ADMINISTRATION							
413000 ADMINISTRATION							
100 SALARIES		30,887.26	61,458.20	423,135.00	423,135.00	361,676.80	15 %
102 Salaries-Part Time		0.00	0.00	810.00	810.00	810.00	%
103 Professional Services		3,500.00	12,000.00	92,439.00	92,439.00	80,439.00	13 %
109 FICA		2,322.16	4,620.14	31,243.00	31,243.00	26,622.86	15 %
110 Retirement		6,591.33	13,115.17	82,146.00	82,146.00	69,030.83	16 %
111 Group Insurance		3,558.80	7,117.08	52,467.00	52,467.00	45,349.92	14 %
120 401 (K) Contribution		773.68	1,531.54	8,419.00	8,419.00	6,887.46	18 %
180 Legal Services		6,162.00	6,266.00	69,441.00	69,441.00	63,175.00	9 %
190 Engineering Services		0.00	0.00	35,000.00	35,000.00	35,000.00	%
214 Supplies-Dept		162.00	11,904.97	14,380.00	14,380.00	2,475.03	83 %
215 Supplies-Materials		0.00	0.00	4,041.00	4,041.00	4,041.00	%
310 Travel and Transportation		129.04	129.04	3,766.00	3,766.00	3,636.96	3 %
320 Postage		0.00	0.00	2,761.00	2,761.00	2,761.00	%
321 Telephone		0.00	0.00	546.00	546.00	546.00	%
322 Printing		79.26	79.26	4,092.00	4,092.00	4,012.74	2 %
324 Dues and Subscriptions		0.00	1,367.00	4,658.00	4,658.00	3,291.00	29 %
330 Utilities		0.00	2,281.55	43,763.00	43,763.00	41,481.45	5 %
350 Repairs and Maint-Buildings		0.00	376.45	0.00	0.00	-376.45	%
370 Advertising		170.72	284.24	1,635.00	1,635.00	1,350.76	17 %
614 Lobbyist		4,000.00	8,000.00	45,000.00	45,000.00	37,000.00	18 %
691 Contractual Services		3,668.59	12,870.71	108,867.00	108,867.00	95,996.29	12 %
<b>Account Total:</b>		<b>62,004.84</b>	<b>143,401.35</b>	<b>1,028,609.00</b>	<b>1,028,609.00</b>	<b>885,207.65</b>	<b>14 %</b>
<b>Account Group Total:</b>		<b>62,004.84</b>	<b>143,401.35</b>	<b>1,028,609.00</b>	<b>1,028,609.00</b>	<b>885,207.65</b>	<b>14 %</b>
420000 CENTRAL SERVICES-Technology & Telecommunications							
420000 CENTRAL SERVICES-Technology & Telecommunications							
109 FICA		27.59	44.58	0.00	0.00	-44.58	%
111 Group Insurance		62.25	97.39	0.00	0.00	-97.39	%
321 Telephone		3,705.91	8,003.11	28,350.00	28,350.00	20,346.89	28 %
325 Internet Services		0.00	0.00	5,460.00	5,460.00	5,460.00	%
380 IT Support Services		10,092.66	23,611.69	95,940.00	95,940.00	72,328.31	25 %
527 TECH-Website Update		0.00	0.00	5,250.00	5,250.00	5,250.00	%
<b>Account Total:</b>		<b>13,888.41</b>	<b>31,756.77</b>	<b>135,000.00</b>	<b>135,000.00</b>	<b>103,243.23</b>	<b>24 %</b>
<b>Account Group Total:</b>		<b>13,888.41</b>	<b>31,756.77</b>	<b>135,000.00</b>	<b>135,000.00</b>	<b>103,243.23</b>	<b>24 %</b>

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
431000 POLICE							
431000 POLICE							
100 SALARIES		49,539.10	103,923.58	766,749.00	766,749.00	662,825.42	14 %
101 OVERTIME		0.00	0.00	5,775.00	5,775.00	5,775.00	%
102 Salaries-Part Time		740.00	2,420.00	29,400.00	29,400.00	26,980.00	8 %
104 Separation Allowance-Law		2,399.14	4,837.19	21,525.00	21,525.00	16,687.81	22 %
109 FICA		3,867.95	8,173.13	51,975.00	51,975.00	43,801.87	16 %
110 Retirement		11,271.23	23,625.50	119,700.00	119,700.00	96,074.50	20 %
111 Group Insurance		7,870.28	15,740.56	108,885.00	108,885.00	93,144.44	14 %
112 Special Benefit Fund-Police		2,224.40	4,573.05	28,544.00	28,544.00	23,970.95	16 %
212 Supplies-Fuel		2,546.98	4,697.72	28,875.00	28,875.00	24,177.28	16 %
214 Supplies-Dept		271.32	13,415.42	11,550.00	11,550.00	-1,865.42	116 %
217 Supplies-Uniforms		979.00	1,267.00	10,500.00	10,500.00	9,233.00	12 %
220 Alcohol & Drug Ed.		0.00	0.00	1,050.00	1,050.00	1,050.00	%
310 Travel and Transportation		0.00	136.68	3,150.00	3,150.00	3,013.32	4 %
324 Dues and Subscriptions		0.00	298.00	6,615.00	6,615.00	6,317.00	5 %
330 Utilities		8,841.82	9,531.83	0.00	0.00	-9,531.83	%
333 Utilities-Boat House and Range		0.00	0.00	525.00	525.00	525.00	%
351 Repairs and Maint-Grounds		1,200.00	1,200.00	0.00	0.00	-1,200.00	%
353 Repairs and Maint-Equipment		1,609.90	2,182.25	4,200.00	4,200.00	2,017.75	52 %
354 Repairs and Maint-Vehicles		1,994.32	2,517.01	26,250.00	26,250.00	23,732.99	10 %
490 Miscellaneous		0.00	0.00	1,050.00	1,050.00	1,050.00	%
524 Computers		0.00	0.00	10,500.00	10,500.00	10,500.00	%
691 Contractual Services		0.00	0.00	21,053.00	21,053.00	21,053.00	%
<b>Account Total:</b>		<b>95,355.44</b>	<b>198,538.92</b>	<b>1,257,871.00</b>	<b>1,257,871.00</b>	<b>1,059,332.08</b>	<b>16 %</b>
<b>Account Group Total:</b>		<b>95,355.44</b>	<b>198,538.92</b>	<b>1,257,871.00</b>	<b>1,257,871.00</b>	<b>1,059,332.08</b>	<b>16 %</b>
434000 FIRE							
434000 FIRE							
100 SALARIES		51,924.54	102,091.54	740,274.00	740,274.00	638,182.46	14 %
101 OVERTIME		0.00	110.69	26,250.00	26,250.00	26,139.31	%
102 Salaries-Part Time		6,972.60	12,311.21	39,165.00	39,165.00	26,853.79	31 %
109 FICA		4,393.57	8,544.05	40,740.00	40,740.00	32,195.95	21 %
110 Retirement		12,388.54	24,074.47	86,835.00	86,835.00	62,760.53	28 %
111 Group Insurance		7,160.30	14,314.30	88,095.00	88,095.00	73,780.70	16 %
120 401 (K) Contribution		2,453.40	4,739.79	24,575.00	24,575.00	19,835.21	19 %
212 Supplies-Fuel		2,564.76	4,309.20	21,000.00	21,000.00	16,690.80	21 %
214 Supplies-Dept		91.41	182.82	4,120.00	4,120.00	3,937.18	4 %
215 Supplies-Materials		0.00	0.00	10,500.00	10,500.00	10,500.00	%
217 Supplies-Uniforms		0.00	0.00	6,300.00	6,300.00	6,300.00	%
218 Supplies-Equipment		0.00	0.00	23,325.00	23,325.00	23,325.00	%
310 Travel and Transportation		0.00	349.00	6,300.00	6,300.00	5,951.00	6 %
324 Dues and Subscriptions		25.00	34.00	9,975.00	9,975.00	9,941.00	%
330 Utilities		185.34	312.28	12,600.00	12,600.00	12,287.72	2 %
351 Repairs and Maint-Grounds		0.00	0.00	6,300.00	6,300.00	6,300.00	%
353 Repairs and Maint-Equipment		385.02	385.02	16,800.00	16,800.00	16,414.98	2 %
354 Repairs and Maint-Vehicles		0.00	7,593.93	22,050.00	22,050.00	14,456.07	34 %
490 Miscellaneous		0.00	0.00	4,200.00	4,200.00	4,200.00	%
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	%
694 Chimney Rock Volunteer Fire		0.00	0.00	35,000.00	35,000.00	35,000.00	%

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
695	Bills Creek Volunteer Fire	0.00	0.00	42,800.00	42,800.00	42,800.00	%
	<b>Account Total:</b>	<b>88,544.48</b>	<b>179,352.30</b>	<b>1,294,504.00</b>	<b>1,294,504.00</b>	<b>1,115,151.70</b>	<b>14 %</b>
451000	<b>Account Group Total:</b>	<b>88,544.48</b>	<b>179,352.30</b>	<b>1,294,504.00</b>	<b>1,294,504.00</b>	<b>1,115,151.70</b>	<b>14 %</b>
451000	PUBLIC WORKS-STREETS						
451000	PUBLIC WORKS-STREETS						
100	SALARIES	34,012.49	68,127.39	629,939.00	629,939.00	561,811.61	11 %
101	OVERTIME	0.00	0.00	16,800.00	16,800.00	16,800.00	%
109	FICA	1,558.53	3,123.76	27,300.00	27,300.00	24,176.24	11 %
110	Retirement	4,302.39	8,626.64	63,000.00	63,000.00	54,373.36	14 %
111	Group Insurance	3,527.45	7,088.83	68,250.00	68,250.00	61,161.17	10 %
120	401 (K) Contribution	719.43	1,454.93	23,100.00	23,100.00	21,645.07	6 %
211	Supplies-Automotive	6,762.19	8,037.21	26,250.00	26,250.00	18,212.79	31 %
214	Supplies-Dept	0.00	0.00	1,260.00	1,260.00	1,260.00	%
215	Supplies-Materials	182.70	11,432.70	36,750.00	36,750.00	25,317.30	31 %
217	Supplies-Uniforms	631.23	631.23	8,400.00	8,400.00	7,768.77	8 %
310	Travel and Transportation	0.00	0.00	2,100.00	2,100.00	2,100.00	%
330	Utilities	0.00	469.24	0.00	0.00	-469.24	%
331	Utilities-Street Lights	0.00	363.74	15,750.00	15,750.00	15,386.26	2 %
334	Utilities-Buildings	0.00	0.00	15,750.00	15,750.00	15,750.00	%
350	Repairs and Maint-Buildings	0.00	0.00	31,500.00	31,500.00	31,500.00	%
351	Repairs and Maint-Grounds	6,796.86	6,821.81	12,600.00	12,600.00	5,778.19	54 %
353	Repairs and Maint-Equipment	752.40	5,320.10	31,500.00	31,500.00	26,199.90	17 %
354	Repairs and Maint-Vehicles	10,343.19	16,669.32	21,000.00	21,000.00	4,330.68	79 %
691	Contractual Services	775.00	775.00	21,000.00	21,000.00	20,225.00	4 %
	<b>Account Total:</b>	<b>70,363.86</b>	<b>138,921.90</b>	<b>1,052,249.00</b>	<b>1,052,249.00</b>	<b>913,327.10</b>	<b>13 %</b>
472000	<b>Account Group Total:</b>	<b>70,363.86</b>	<b>138,921.90</b>	<b>1,052,249.00</b>	<b>1,052,249.00</b>	<b>913,327.10</b>	<b>13 %</b>
472000	SANITATION						
472000	SANITATION						
691	Contractual Services	18,100.00	36,200.00	185,000.00	185,000.00	148,800.00	20 %
692	Contractual Services-Recycling	1,528.00	3,072.00	15,000.00	15,000.00	11,928.00	20 %
696	Tipping Fees	607.20	607.20	40,000.00	40,000.00	39,392.80	2 %
	<b>Account Total:</b>	<b>20,235.20</b>	<b>39,879.20</b>	<b>240,000.00</b>	<b>240,000.00</b>	<b>200,120.80</b>	<b>17 %</b>
473000	<b>Account Group Total:</b>	<b>20,235.20</b>	<b>39,879.20</b>	<b>240,000.00</b>	<b>240,000.00</b>	<b>200,120.80</b>	<b>17 %</b>
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
351	Repairs and Maint-Grounds	0.00	0.00	6,000.00	6,000.00	6,000.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>%</b>
492000	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>6,000.00</b>	<b>%</b>
492000	ECONOMIC DEVELOPMENT						
492000	ECONOMIC DEVELOPMENT						
100	SALARIES	5,448.00	10,896.00	80,163.00	80,163.00	69,267.00	14 %
109	FICA	416.08	832.16	5,300.00	5,300.00	4,467.84	16 %
110	Retirement	1,162.60	2,325.20	12,810.00	12,810.00	10,484.80	18 %
111	Group Insurance	715.48	1,430.96	10,800.00	10,800.00	9,369.04	13 %
120	401 (K) Contribution	272.40	544.80	3,500.00	3,500.00	2,955.20	16 %
585	Community Branding	3,512.98	3,761.78	13,490.00	13,490.00	9,728.22	28 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
<b>Account Total:</b>		<b>11,527.54</b>	<b>19,790.90</b>	<b>126,063.00</b>	<b>126,063.00</b>	<b>106,272.10</b>	<b>16 %</b>
<b>Account Group Total:</b>		<b>11,527.54</b>	<b>19,790.90</b>	<b>126,063.00</b>	<b>126,063.00</b>	<b>106,272.10</b>	<b>16 %</b>
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100 SALARIES		15,132.89	30,233.89	218,851.00	218,851.00	188,617.11	14 %
109 FICA		1,131.01	2,260.49	24,150.00	24,150.00	21,889.51	9 %
110 Retirement		3,229.36	6,451.92	56,700.00	56,700.00	50,248.08	11 %
111 Group Insurance		2,166.44	4,332.88	44,415.00	44,415.00	40,082.12	10 %
120 401 (K) Contribution		422.02	844.04	15,750.00	15,750.00	14,905.96	5 %
180 Legal Services		0.00	0.00	21,250.00	21,250.00	21,250.00	%
212 Supplies-Fuel		0.00	73.83	1,050.00	1,050.00	976.17	7 %
214 Supplies-Dept		0.00	0.00	6,301.00	6,301.00	6,301.00	%
310 Travel and Transportation		0.00	26.60	5,250.00	5,250.00	5,223.40	1 %
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		1,650.00	3,300.00	21,000.00	21,000.00	17,700.00	16 %
691 Contractual Services		0.00	0.00	19,950.00	19,950.00	19,950.00	%
<b>Account Total:</b>		<b>23,731.72</b>	<b>47,523.65</b>	<b>438,867.00</b>	<b>438,867.00</b>	<b>391,343.35</b>	<b>11 %</b>
<b>Account Group Total:</b>		<b>23,731.72</b>	<b>47,523.65</b>	<b>438,867.00</b>	<b>438,867.00</b>	<b>391,343.35</b>	<b>11 %</b>
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100 SALARIES		16,139.96	32,112.33	119,292.00	119,292.00	87,179.67	27 %
109 FICA		1,276.00	2,542.15	25,200.00	25,200.00	22,657.85	10 %
110 Retirement		3,526.16	7,016.56	37,470.00	37,470.00	30,453.44	19 %
111 Group Insurance		2,861.92	5,723.84	30,000.00	30,000.00	24,276.16	19 %
120 401 (K) Contribution		802.38	1,596.38	9,126.00	9,126.00	7,529.62	17 %
212 Supplies-Fuel		63.94	730.46	5,000.00	5,000.00	4,269.54	15 %
213 Supplies-Boat Fuel & Supplies		0.00	0.00	5,000.00	5,000.00	5,000.00	%
214 Supplies-Dept		0.00	119.00	5,250.00	5,250.00	5,131.00	2 %
215 Supplies-Materials		0.00	0.00	5,000.00	5,000.00	5,000.00	%
217 Supplies-Uniforms		0.00	0.00	1,575.00	1,575.00	1,575.00	%
219 Boat and Fishing Permits		0.00	0.00	3,340.00	3,340.00	3,340.00	%
310 Travel and Transportation		70.14	70.14	3,150.00	3,150.00	3,079.86	2 %
330 Utilities		0.00	531.36	7,035.00	7,035.00	6,503.64	8 %
335 Flowering Bridge Lighting		0.00	0.00	3,676.00	3,676.00	3,676.00	%
353 Repairs and Maint-Equipment		0.00	0.00	5,000.00	5,000.00	5,000.00	%
691 Contractual Services		106.00	106.00	5,000.00	5,000.00	4,894.00	2 %
<b>Account Total:</b>		<b>24,846.50</b>	<b>50,548.22</b>	<b>270,114.00</b>	<b>270,114.00</b>	<b>219,565.78</b>	<b>19 %</b>
<b>Account Group Total:</b>		<b>24,846.50</b>	<b>50,548.22</b>	<b>270,114.00</b>	<b>270,114.00</b>	<b>219,565.78</b>	<b>19 %</b>
615000 BEACH & MARINA							
615000 BEACH & MARINA							
214 Supplies-Dept		0.00	0.00	1,250.00	1,250.00	1,250.00	%
350 Repairs and Maint-Buildings		0.00	0.00	1,250.00	1,250.00	1,250.00	%
351 Repairs and Maint-Grounds		0.00	0.00	1,250.00	1,250.00	1,250.00	%
353 Repairs and Maint-Equipment		0.00	0.00	1,250.00	1,250.00	1,250.00	%
<b>Account Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>%</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>5,000.00</b>	<b>%</b>

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
353 Repairs and Maint-Equipment		880.13	880.13	0.00	0.00	-880.13	%
<b>Account Total:</b>		<b>880.13</b>	<b>880.13</b>	<b>0.00</b>	<b>0.00</b>	<b>-880.13</b>	<b>%</b>
<b>Account Group Total:</b>		<b>880.13</b>	<b>880.13</b>	<b>0.00</b>	<b>0.00</b>	<b>-880.13</b>	<b>%</b>
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
504 VEHICLES		5,065.93	46,065.93	0.00	0.00	-46,065.93	%
592 PW-Street Paving		2,740.00	2,740.00	175,000.00	175,000.00	172,260.00	2 %
<b>Account Total:</b>		<b>7,805.93</b>	<b>48,805.93</b>	<b>175,000.00</b>	<b>175,000.00</b>	<b>126,194.07</b>	<b>28 %</b>
<b>Account Group Total:</b>		<b>7,805.93</b>	<b>48,805.93</b>	<b>175,000.00</b>	<b>175,000.00</b>	<b>126,194.07</b>	<b>28 %</b>
910000 DEBT SERVICE							
910000 DEBT SERVICE							
541 POLICE-Vehicles		0.00	3,246.35	0.00	0.00	-3,246.35	%
550 Other Equipment		0.00	0.00	4,000.00	4,000.00	4,000.00	%
561 Brdwalk-Marina Bay		0.00	55,215.76	221,400.00	221,400.00	166,184.24	25 %
720 Bond Interest		0.00	8,750.95	0.00	0.00	-8,750.95	%
<b>Account Total:</b>		<b>0.00</b>	<b>67,213.06</b>	<b>225,400.00</b>	<b>225,400.00</b>	<b>158,186.94</b>	<b>30 %</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>67,213.06</b>	<b>225,400.00</b>	<b>225,400.00</b>	<b>158,186.94</b>	<b>30 %</b>
920000 Non-Governmental							
920000 Non-Governmental							
130 Unemployment		0.00	0.00	6,850.00	6,850.00	6,850.00	%
450 Insurance		3,408.69	208,752.42	210,000.00	210,000.00	1,247.58	99 %
751 Bank Fees		72.30	87.30	3,150.00	3,150.00	3,062.70	3 %
<b>Account Total:</b>		<b>3,480.99</b>	<b>208,839.72</b>	<b>220,000.00</b>	<b>220,000.00</b>	<b>11,160.28</b>	<b>95 %</b>
<b>Account Group Total:</b>		<b>3,480.99</b>	<b>208,839.72</b>	<b>220,000.00</b>	<b>220,000.00</b>	<b>11,160.28</b>	<b>95 %</b>
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	%
<b>Account Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>%</b>
<b>Account Group Total:</b>		<b>0.00</b>	<b>0.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>1,600,000.00</b>	<b>%</b>
<b>Fund Total:</b>		<b>423,849.19</b>	<b>1,177,949.51</b>	<b>8,112,177.00</b>	<b>8,112,177.00</b>	<b>6,934,227.49</b>	<b>15 %</b>

20 FEMA-STORM Helene Recovery

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
900000 OTHER							
900000 OTHER							
	196 Emergency Action Plan	462,058.49	952,904.93	0.00	0.00	-952,904.93	%
	Account Total:	462,058.49	952,904.93	0.00	0.00	-952,904.93	%
	Account Group Total:	462,058.49	952,904.93	0.00	0.00	-952,904.93	%
	Fund Total:	462,058.49	952,904.93	0.00	0.00	-952,904.93	%

22 DAM Capital Projects Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection		450,736.39	0.00	0.00	-450,736.39	%
190	Engineering Services	12,029.59	134,587.85	0.00	0.00	-134,587.85	%
691	Contractual Services	134,587.85	134,587.85	0.00	0.00	-134,587.85	%
	Account Total:	146,617.44	585,324.24	0.00	0.00	-585,324.24	%
	Account Group Total:	146,617.44	585,324.24	0.00	0.00	-585,324.24	%
	Fund Total:	146,617.44	585,324.24	0.00	0.00	-585,324.24	%



53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER				150,000.00	150,000.00	150,000.00	%
100 SALARIES		0.00	0.00	11,200.00	11,200.00	11,200.00	%
109 FICA		0.00	0.00	24,000.00	24,000.00	24,000.00	%
110 Retirement		0.00	0.00	20,000.00	20,000.00	20,000.00	%
111 Group Insurance		0.00	0.00	7,500.00	7,500.00	7,500.00	%
120 401 (K) Contribution		0.00	688.85	0.00	0.00	-688.85	%
212 Supplies-Fuel		0.00	495.50	15,000.00	15,000.00	14,504.50	3 %
214 Supplies-Dept		0.00	100.00	4,000.00	4,000.00	3,900.00	3 %
310 Travel and Transportation		0.00	514.84	2,000.00	2,000.00	1,485.16	26 %
324 Dues and Subscriptions		514.84	2,681.99	15,000.00	15,000.00	12,318.01	18 %
330 Utilities		363.87	242.02	20,000.00	20,000.00	19,757.98	1 %
350 Repairs and Maint-Buildings		242.02	128.09	25,000.00	25,000.00	24,871.91	1 %
353 Repairs and Maint-Equipment		0.00	3.98	9,000.00	9,000.00	8,996.02	%
358 Repairs and Maint-Lines		0.00	8,664.32	500.00	500.00	-8,164.32	*** %
430 Equipment Rental		8,158.67	5,230.00	24,000.00	24,000.00	18,770.00	22 %
691 Contractual Services		5,160.00	18,749.59	327,200.00	327,200.00	308,450.41	6 %
Account Total:		14,439.40	18,749.59	327,200.00	327,200.00	308,450.41	6 %
Account Group Total:		14,439.40	18,749.59	327,200.00	327,200.00	308,450.41	6 %
714000 SEWER							
714000 SEWER				3,000.00	3,000.00	3,000.00	%
103 Professional Services		0.00	0.00	800.00	800.00	800.00	%
214 Supplies-Dept		0.00	0.00	99,825.00	99,825.00	90,983.18	9 %
215 Supplies-Materials		8,839.33	8,841.82	6,000.00	6,000.00	6,000.00	%
310 Travel and Transportation		0.00	0.00	4,000.00	4,000.00	2,500.00	38 %
320 Postage		1,500.00	1,500.00	10,000.00	10,000.00	8,864.17	11 %
330 Utilities		0.00	1,135.83	15,000.00	15,000.00	15,000.00	%
350 Repairs and Maint-Buildings		0.00	0.00	40,000.00	40,000.00	40,000.00	%
353 Repairs and Maint-Equipment		0.00	0.00	12,000.00	12,000.00	12,000.00	%
355 Repairs and Maint-Collection		0.00	0.00	7,500.00	7,500.00	7,500.00	%
358 Repairs and Maint-Lines		0.00	0.00	100,000.00	100,000.00	69,010.00	31 %
690 Contractual Services-Sludge		16,995.00	30,990.00	50,000.00	50,000.00	41,562.50	17 %
691 Contractual Services		0.00	8,437.50	25,000.00	25,000.00	24,092.00	4 %
699 Contractual Services-WWTP		908.00	908.00	373,125.00	373,125.00	321,311.85	14 %
Account Total:		28,242.33	51,813.15	373,125.00	373,125.00	321,311.85	14 %
Account Group Total:		28,242.33	51,813.15	373,125.00	373,125.00	321,311.85	14 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS				0.00	0.00	-48,982.70	%
557 FIREFLY COVE SYSTEM		48,982.70	48,982.70	10,000.00	10,000.00	10,000.00	%
632 EDA		0.00	0.00	10,000.00	10,000.00	-38,982.70	490 %
Account Total:		48,982.70	48,982.70	10,000.00	10,000.00	-38,982.70	490 %
Account Group Total:		48,982.70	48,982.70	10,000.00	10,000.00	-38,982.70	490 %

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
820000	BONUSES (PERFORMANCE & LONGEVITY)						
100	SALARIES	0.00	0.00	7,500.00	7,500.00	7,500.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>%</b>
910000	DEBT SERVICE						
910000	DEBT SERVICE						
611	SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	%
612	Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>119,945.00</b>	<b>119,945.00</b>	<b>119,945.00</b>	<b>%</b>
980000	TRANSFERS						
980000	TRANSFERS						
958	Transfer to Fund Balance	0.00	0.00	400,000.00	400,000.00	400,000.00	%
	<b>Account Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>%</b>
	<b>Account Group Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>%</b>
	<b>Fund Total:</b>	<b>91,664.43</b>	<b>119,545.44</b>	<b>1,237,770.00</b>	<b>1,237,770.00</b>	<b>1,118,224.56</b>	<b>10 %</b>

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100 SALARIES		6,147.32	12,294.64	1.00	1.00	-12,293.64	*** %
109 FICA		1,434.31	2,869.54	0.00	0.00	-2,869.54	%
110 Retirement		4,248.02	8,496.04	0.00	0.00	-8,496.04	%
111 Group Insurance		2,146.44	4,292.88	0.00	0.00	-4,292.88	%
120 401 (K) Contribution		249.12	498.24	0.00	0.00	-498.24	%
Account Total:		14,225.21	28,451.34	1.00	1.00	-28,450.34	*** %
Account Group Total:		14,225.21	28,451.34	1.00	1.00	-28,450.34	*** %
Fund Total:		14,225.21	28,451.34	1.00	1.00	-28,450.34	*** %

58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
714000 SEWER							
714000 SEWER							
190 Engineering Services		24,343.26	52,611.61	0.00	0.00	-52,611.61	%
691 Contractual Services		493,694.79	493,694.79	0.00	0.00	-493,694.79	%
<b>Account Total:</b>		<b>518,038.05</b>	<b>546,306.40</b>	<b>0.00</b>	<b>0.00</b>	<b>-546,306.40</b>	<b>%</b>
<b>Account Group Total:</b>		<b>518,038.05</b>	<b>546,306.40</b>	<b>0.00</b>	<b>0.00</b>	<b>-546,306.40</b>	<b>%</b>
<b>Fund Total:</b>		<b>518,038.05</b>	<b>546,306.40</b>	<b>0.00</b>	<b>0.00</b>	<b>-546,306.40</b>	<b>%</b>
<b>Grand Total:</b>		<b>1,656,452.81</b>	<b>3,410,481.86</b>	<b>9,349,948.00</b>	<b>9,349,948.00</b>	<b>5,939,466.14</b>	<b>36 %</b>

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000 COMMISSION							
411000 COMMISSION							
	102 Salaries-Part Time	1,100.00	2,200.00	13,200.00	13,200.00	11,000.00	17 %
	109 FICA	84.15	168.30	1,100.00	1,100.00	931.70	15 %
	214 Supplies-Dept	0.00	129.16	3,200.00	3,200.00	3,070.84	4 %
	215 Supplies-Materials	0.00	0.00	20,000.00	20,000.00	20,000.00	%
	Account Total:	1,184.15	2,497.46	37,500.00	37,500.00	35,002.54	7 %
	Account Group Total:	1,184.15	2,497.46	37,500.00	37,500.00	35,002.54	7 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
	100 SALARIES	30,887.26	61,458.20	423,135.00	423,135.00	361,676.80	15 %
	102 Salaries-Part Time	0.00	0.00	810.00	810.00	810.00	%
	103 Professional Services	3,500.00	12,000.00	92,439.00	92,439.00	80,439.00	13 %
	109 FICA	2,322.16	4,620.14	31,243.00	31,243.00	26,622.86	15 %
	110 Retirement	6,591.33	13,115.17	82,146.00	82,146.00	69,030.83	16 %
	111 Group Insurance	3,558.80	7,117.08	52,467.00	52,467.00	45,349.92	14 %
	120 401 (K) Contribution	773.68	1,531.54	8,419.00	8,419.00	6,887.46	18 %
	180 Legal Services	6,162.00	6,266.00	69,441.00	69,441.00	63,175.00	9 %
	190 Engineering Services	0.00	0.00	35,000.00	35,000.00	35,000.00	%
	214 Supplies-Dept	162.00	11,904.97	14,380.00	14,380.00	2,475.03	83 %
	215 Supplies-Materials	0.00	0.00	4,041.00	4,041.00	4,041.00	%
	310 Travel and Transportation	129.04	129.04	3,766.00	3,766.00	3,636.96	3 %
	320 Postage	0.00	0.00	2,761.00	2,761.00	2,761.00	%
	321 Telephone	0.00	0.00	546.00	546.00	546.00	%
	322 Printing	79.26	79.26	4,092.00	4,092.00	4,012.74	2 %
	324 Dues and Subscriptions	0.00	1,367.00	4,658.00	4,658.00	3,291.00	29 %
	330 Utilities	0.00	2,281.55	43,763.00	43,763.00	41,481.45	5 %
	350 Repairs and Maint-Buildings	0.00	376.45	0.00	0.00	-376.45	%
	370 Advertising	170.72	284.24	1,635.00	1,635.00	1,350.76	17 %
	614 Lobbyist	4,000.00	8,000.00	45,000.00	45,000.00	37,000.00	18 %
	691 Contractual Services	3,668.59	12,870.71	108,867.00	108,867.00	95,996.29	12 %
	Account Total:	62,004.84	143,401.35	1,028,609.00	1,028,609.00	885,207.65	14 %
	Account Group Total:	62,004.84	143,401.35	1,028,609.00	1,028,609.00	885,207.65	14 %
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
	109 FICA	27.59	44.58	0.00	0.00	-44.58	%
	111 Group Insurance	62.25	97.39	0.00	0.00	-97.39	%
	321 Telephone	3,705.91	8,003.11	28,350.00	28,350.00	20,346.89	28 %
	325 Internet Services	0.00	0.00	5,460.00	5,460.00	5,460.00	%
	380 IT Support Services	10,092.66	23,611.69	95,940.00	95,940.00	72,328.31	25 %
	527 TECH-Website Update	0.00	0.00	5,250.00	5,250.00	5,250.00	%
	Account Total:	13,888.41	31,756.77	135,000.00	135,000.00	103,243.23	24 %
	Account Group Total:	13,888.41	31,756.77	135,000.00	135,000.00	103,243.23	24 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
431000 POLICE							
431000 POLICE							
100	SALARIES	49,539.10	103,923.58	766,749.00	766,749.00	662,825.42	14 %
101	OVERTIME	0.00	0.00	5,775.00	5,775.00	5,775.00	%
102	Salaries-Part Time	740.00	2,420.00	29,400.00	29,400.00	26,980.00	8 %
104	Separation Allowance-Law	2,399.14	4,837.19	21,525.00	21,525.00	16,687.81	22 %
109	FICA	3,867.95	8,173.13	51,975.00	51,975.00	43,801.87	16 %
110	Retirement	11,271.23	23,625.50	119,700.00	119,700.00	96,074.50	20 %
111	Group Insurance	7,870.28	15,740.56	108,885.00	108,885.00	93,144.44	14 %
112	Special Benefit Fund-Police	2,224.40	4,573.05	28,544.00	28,544.00	23,970.95	16 %
212	Supplies-Fuel	2,546.98	4,697.72	28,875.00	28,875.00	24,177.28	16 %
214	Supplies-Dept	271.32	13,415.42	11,550.00	11,550.00	-1,865.42	116 %
217	Supplies-Uniforms	979.00	1,267.00	10,500.00	10,500.00	9,233.00	12 %
220	Alcohol & Drug Ed.	0.00	0.00	1,050.00	1,050.00	1,050.00	%
310	Travel and Transportation	0.00	136.68	3,150.00	3,150.00	3,013.32	4 %
324	Dues and Subscriptions	0.00	298.00	6,615.00	6,615.00	6,317.00	5 %
330	Utilities	8,841.82	9,531.83	0.00	0.00	-9,531.83	%
333	Utilities-Boat House and Range	0.00	0.00	525.00	525.00	525.00	%
351	Repairs and Maint-Grounds	1,200.00	1,200.00	0.00	0.00	-1,200.00	%
353	Repairs and Maint-Equipment	1,609.90	2,182.25	4,200.00	4,200.00	2,017.75	52 %
354	Repairs and Maint-Vehicles	1,994.32	2,517.01	26,250.00	26,250.00	23,732.99	10 %
490	Miscellaneous	0.00	0.00	1,050.00	1,050.00	1,050.00	%
524	Computers	0.00	0.00	10,500.00	10,500.00	10,500.00	%
691	Contractual Services	0.00	0.00	21,053.00	21,053.00	21,053.00	%
Account Total:		95,355.44	198,538.92	1,257,871.00	1,257,871.00	1,059,332.08	16 %
Account Group Total:		95,355.44	198,538.92	1,257,871.00	1,257,871.00	1,059,332.08	16 %
434000 FIRE							
434000 FIRE							
100	SALARIES	51,924.54	102,091.54	740,274.00	740,274.00	638,182.46	14 %
101	OVERTIME	0.00	110.69	26,250.00	26,250.00	26,139.31	%
102	Salaries-Part Time	6,972.60	12,311.21	39,165.00	39,165.00	26,853.79	31 %
109	FICA	4,393.57	8,544.05	40,740.00	40,740.00	32,195.95	21 %
110	Retirement	12,388.54	24,074.47	86,835.00	86,835.00	62,760.53	28 %
111	Group Insurance	7,160.30	14,314.30	88,095.00	88,095.00	73,780.70	16 %
120	401 (K) Contribution	2,453.40	4,739.79	24,575.00	24,575.00	19,835.21	19 %
212	Supplies-Fuel	2,564.76	4,309.20	21,000.00	21,000.00	16,690.80	21 %
214	Supplies-Dept	91.41	182.82	4,120.00	4,120.00	3,937.18	4 %
215	Supplies-Materials	0.00	0.00	10,500.00	10,500.00	10,500.00	%
217	Supplies-Uniforms	0.00	0.00	6,300.00	6,300.00	6,300.00	%
218	Supplies-Equipment	0.00	0.00	23,325.00	23,325.00	23,325.00	%
310	Travel and Transportation	0.00	349.00	6,300.00	6,300.00	5,951.00	6 %
324	Dues and Subscriptions	25.00	34.00	9,975.00	9,975.00	9,941.00	%
330	Utilities	185.34	312.28	12,600.00	12,600.00	12,287.72	2 %
351	Repairs and Maint-Grounds	0.00	0.00	6,300.00	6,300.00	6,300.00	%
353	Repairs and Maint-Equipment	385.02	385.02	16,800.00	16,800.00	16,414.98	2 %
354	Repairs and Maint-Vehicles	0.00	7,593.93	22,050.00	22,050.00	14,456.07	34 %
490	Miscellaneous	0.00	0.00	4,200.00	4,200.00	4,200.00	%
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	%
694	Chimney Rock Volunteer Fire	0.00	0.00	35,000.00	35,000.00	35,000.00	%

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
695	Bills Creek Volunteer Fire	0.00	0.00	42,800.00	42,800.00	42,800.00	%
	Account Total:	88,544.48	179,352.30	1,294,504.00	1,294,504.00	1,115,151.70	14 %
	Account Group Total:	88,544.48	179,352.30	1,294,504.00	1,294,504.00	1,115,151.70	14 %
451000 PUBLIC WORKS-STREETS							
451000 PUBLIC WORKS-STREETS							
100	SALARIES	34,012.49	68,127.39	629,939.00	629,939.00	561,811.61	11 %
101	OVERTIME	0.00	0.00	16,800.00	16,800.00	16,800.00	%
109	FICA	1,558.53	3,123.76	27,300.00	27,300.00	24,176.24	11 %
110	Retirement	4,302.39	8,626.64	63,000.00	63,000.00	54,373.36	14 %
111	Group Insurance	3,527.45	7,088.83	68,250.00	68,250.00	61,161.17	10 %
120	401 (K) Contribution	719.43	1,454.93	23,100.00	23,100.00	21,645.07	6 %
211	Supplies-Automotive	6,762.19	8,037.21	26,250.00	26,250.00	18,212.79	31 %
214	Supplies-Dept	0.00	0.00	1,260.00	1,260.00	1,260.00	%
215	Supplies-Materials	182.70	11,432.70	36,750.00	36,750.00	25,317.30	31 %
217	Supplies-Uniforms	631.23	631.23	8,400.00	8,400.00	7,768.77	8 %
310	Travel and Transportation	0.00	0.00	2,100.00	2,100.00	2,100.00	%
330	Utilities	0.00	469.24	0.00	0.00	-469.24	%
331	Utilities-Street Lights	0.00	363.74	15,750.00	15,750.00	15,386.26	2 %
334	Utilities-Buildings	0.00	0.00	15,750.00	15,750.00	15,750.00	%
350	Repairs and Maint-Buildings	0.00	0.00	31,500.00	31,500.00	31,500.00	%
351	Repairs and Maint-Grounds	6,796.86	6,821.81	12,600.00	12,600.00	5,778.19	54 %
353	Repairs and Maint-Equipment	752.40	5,300.10	31,500.00	31,500.00	26,199.90	17 %
354	Repairs and Maint-Vehicles	10,343.19	16,669.32	21,000.00	21,000.00	4,330.68	79 %
691	Contractual Services	775.00	775.00	21,000.00	21,000.00	20,225.00	4 %
	Account Total:	70,363.86	138,921.90	1,052,249.00	1,052,249.00	913,327.10	13 %
	Account Group Total:	70,363.86	138,921.90	1,052,249.00	1,052,249.00	913,327.10	13 %
472000 SANITATION							
472000 SANITATION							
691	Contractual Services	18,100.00	36,200.00	185,000.00	185,000.00	148,800.00	20 %
692	Contractual Services-Recycling	1,528.00	3,072.00	15,000.00	15,000.00	11,928.00	20 %
696	Tipping Fees	607.20	607.20	40,000.00	40,000.00	39,392.80	2 %
	Account Total:	20,235.20	39,879.20	240,000.00	240,000.00	200,120.80	17 %
	Account Group Total:	20,235.20	39,879.20	240,000.00	240,000.00	200,120.80	17 %
473000 DAM/Watershed Protection							
473000 DAM/Watershed Protection							
351	Repairs and Maint-Grounds	0.00	0.00	6,000.00	6,000.00	6,000.00	%
	Account Total:	0.00	0.00	6,000.00	6,000.00	6,000.00	%
	Account Group Total:	0.00	0.00	6,000.00	6,000.00	6,000.00	%
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
100	SALARIES	5,448.00	10,896.00	80,163.00	80,163.00	69,267.00	14 %
109	FICA	416.08	832.16	5,300.00	5,300.00	4,467.84	16 %
110	Retirement	1,162.60	2,325.20	12,810.00	12,810.00	10,484.80	18 %
111	Group Insurance	715.48	1,430.96	10,800.00	10,800.00	9,369.04	13 %
120	401 (K) Contribution	272.40	544.80	3,500.00	3,500.00	2,955.20	16 %
585	Community Branding	3,512.98	3,761.78	13,490.00	13,490.00	9,728.22	28 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
Account Total:		11,527.54	19,790.90	126,063.00	126,063.00	106,272.10	16 %
Account Group Total:		11,527.54	19,790.90	126,063.00	126,063.00	106,272.10	16 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
100	SALARIES	15,132.89	30,233.89	218,851.00	218,851.00	188,617.11	14 %
109	FICA	1,131.01	2,260.49	24,150.00	24,150.00	21,889.51	9 %
110	Retirement	3,229.36	6,451.92	56,700.00	56,700.00	50,248.08	11 %
111	Group Insurance	2,166.44	4,332.88	44,415.00	44,415.00	40,082.12	10 %
120	401 (K) Contribution	422.02	844.04	15,750.00	15,750.00	14,905.96	5 %
180	Legal Services	0.00	0.00	21,250.00	21,250.00	21,250.00	%
212	Supplies-Fuel	0.00	73.83	1,050.00	1,050.00	976.17	7 %
214	Supplies-Dept	0.00	0.00	6,301.00	6,301.00	6,301.00	%
310	Travel and Transportation	0.00	26.60	5,250.00	5,250.00	5,223.40	1 %
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	1,650.00	3,300.00	21,000.00	21,000.00	17,700.00	16 %
691	Contractual Services	0.00	0.00	19,950.00	19,950.00	19,950.00	%
Account Total:		23,731.72	47,523.65	438,867.00	438,867.00	391,343.35	11 %
Account Group Total:		23,731.72	47,523.65	438,867.00	438,867.00	391,343.35	11 %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
100	SALARIES	16,139.96	32,112.33	119,292.00	119,292.00	87,179.67	27 %
109	FICA	1,276.00	2,542.15	25,200.00	25,200.00	22,657.85	10 %
110	Retirement	3,526.16	7,016.56	37,470.00	37,470.00	30,453.44	19 %
111	Group Insurance	2,861.92	5,723.84	30,000.00	30,000.00	24,276.16	19 %
120	401 (K) Contribution	802.38	1,596.38	9,126.00	9,126.00	7,529.62	17 %
212	Supplies-Fuel	63.94	730.46	5,000.00	5,000.00	4,269.54	15 %
213	Supplies-Boat Fuel & Supplies	0.00	0.00	5,000.00	5,000.00	5,000.00	%
214	Supplies-Dept	0.00	119.00	5,250.00	5,250.00	5,131.00	2 %
215	Supplies-Materials	0.00	0.00	5,000.00	5,000.00	5,000.00	%
217	Supplies-Uniforms	0.00	0.00	1,575.00	1,575.00	1,575.00	%
219	Boat and Fishing Permits	0.00	0.00	3,340.00	3,340.00	3,340.00	%
310	Travel and Transportation	70.14	70.14	3,150.00	3,150.00	3,079.86	2 %
330	Utilities	0.00	531.36	7,035.00	7,035.00	6,503.64	8 %
335	Flowering Bridge Lighting	0.00	0.00	3,676.00	3,676.00	3,676.00	%
353	Repairs and Maint-Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	%
691	Contractual Services	106.00	106.00	5,000.00	5,000.00	4,894.00	2 %
Account Total:		24,846.50	50,548.22	270,114.00	270,114.00	219,565.78	19 %
Account Group Total:		24,846.50	50,548.22	270,114.00	270,114.00	219,565.78	19 %
615000 BEACH & MARINA							
615000 BEACH & MARINA							
214	Supplies-Dept	0.00	0.00	1,250.00	1,250.00	1,250.00	%
350	Repairs and Maint-Buildings	0.00	0.00	1,250.00	1,250.00	1,250.00	%
351	Repairs and Maint-Grounds	0.00	0.00	1,250.00	1,250.00	1,250.00	%
353	Repairs and Maint-Equipment	0.00	0.00	1,250.00	1,250.00	1,250.00	%
Account Total:		0.00	0.00	5,000.00	5,000.00	5,000.00	%
Account Group Total:		0.00	0.00	5,000.00	5,000.00	5,000.00	%



10 GENERAL FUND							
Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
	353 Repairs and Maint-Equipment	880.13	880.13	0.00	0.00	-880.13	%
	Account Total:	880.13	880.13	0.00	0.00	-880.13	%
	Account Group Total:	880.13	880.13	0.00	0.00	-880.13	%
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	504 VEHICLES	5,065.93	46,065.93	0.00	0.00	-46,065.93	%
	592 PW-Street Paving	2,740.00	2,740.00	175,000.00	175,000.00	172,260.00	2 %
	Account Total:	7,805.93	48,805.93	175,000.00	175,000.00	126,194.07	28 %
	Account Group Total:	7,805.93	48,805.93	175,000.00	175,000.00	126,194.07	28 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	541 POLICE-Vehicles	0.00	3,246.35	0.00	0.00	-3,246.35	%
	550 Other Equipment	0.00	0.00	4,000.00	4,000.00	4,000.00	%
	561 Brdwalk-Marina Bay	0.00	55,215.76	221,400.00	221,400.00	166,184.24	25 %
	720 Bond Interest	0.00	8,750.95	0.00	0.00	-8,750.95	%
	Account Total:	0.00	67,213.06	225,400.00	225,400.00	158,186.94	30 %
	Account Group Total:	0.00	67,213.06	225,400.00	225,400.00	158,186.94	30 %
920000 Non-Governmental							
920000 Non-Governmental							
	130 Unemployment	0.00	0.00	6,850.00	6,850.00	6,850.00	%
	450 Insurance	3,408.69	208,752.42	210,000.00	210,000.00	1,247.58	99 %
	751 Bank Fees	72.30	87.30	3,150.00	3,150.00	3,062.70	3 %
	Account Total:	3,480.99	208,839.72	220,000.00	220,000.00	11,160.28	95 %
	Account Group Total:	3,480.99	208,839.72	220,000.00	220,000.00	11,160.28	95 %
980000 TRANSFERS							
980000 TRANSFERS							
	967 Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total:	423,849.19	1,177,949.51	8,112,177.00	8,112,177.00	6,934,227.49	15 %

20 FEMA-STORM Helene Recovery

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
900000	OTHER						
900000	OTHER						
	196 Emergency Action Plan	462,058.49	952,904.93	0.00	0.00	-952,904.93	%
	Account Total:	462,058.49	952,904.93	0.00	0.00	-952,904.93	%
	Account Group Total:	462,058.49	952,904.93	0.00	0.00	-952,904.93	%
	Fund Total:	462,058.49	952,904.93	0.00	0.00	-952,904.93	%

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TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
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22 DAM Capital Projects Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
473000 DAM/Watershed Protection							
473000 DAM/Watershed Protection							
190	Engineering Services	12,029.59	450,736.39	0.00	0.00	-450,736.39	%
691	Contractual Services	134,587.85	134,587.85	0.00	0.00	-134,587.85	%
	Account Total:	146,617.44	585,324.24	0.00	0.00	-585,324.24	%
	Account Group Total:	146,617.44	585,324.24	0.00	0.00	-585,324.24	%
	Fund Total:	146,617.44	585,324.24	0.00	0.00	-585,324.24	%

## 53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
100	SALARIES	0.00	0.00	150,000.00	150,000.00	150,000.00	%
109	FICA	0.00	0.00	11,200.00	11,200.00	11,200.00	%
110	Retirement	0.00	0.00	24,000.00	24,000.00	24,000.00	%
111	Group Insurance	0.00	0.00	20,000.00	20,000.00	20,000.00	%
120	401 (K) Contribution	0.00	0.00	7,500.00	7,500.00	7,500.00	%
212	Supplies-Fuel	0.00	688.85	0.00	0.00	-688.85	%
214	Supplies-Dept	0.00	495.50	15,000.00	15,000.00	14,504.50	3 %
310	Travel and Transportation	0.00	100.00	4,000.00	4,000.00	3,900.00	3 %
324	Dues and Subscriptions	514.84	514.84	2,000.00	2,000.00	1,485.16	26 %
330	Utilities	363.87	2,681.99	15,000.00	15,000.00	12,318.01	18 %
350	Repairs and Maint-Buildings	242.02	242.02	20,000.00	20,000.00	19,757.98	1 %
353	Repairs and Maint-Equipment	0.00	128.09	25,000.00	25,000.00	24,871.91	1 %
358	Repairs and Maint-Lines	0.00	3.98	9,000.00	9,000.00	8,996.02	%
430	Equipment Rental	8,158.67	8,664.32	500.00	500.00	-8,164.32	*** %
691	Contractual Services	5,160.00	5,230.00	24,000.00	24,000.00	18,770.00	22 %
	Account Total:	14,439.40	18,749.59	327,200.00	327,200.00	308,450.41	6 %
	Account Group Total:	14,439.40	18,749.59	327,200.00	327,200.00	308,450.41	6 %
714000 SEWER							
714000 SEWER							
103	Professional Services	0.00	0.00	3,000.00	3,000.00	3,000.00	%
214	Supplies-Dept	0.00	0.00	800.00	800.00	800.00	%
215	Supplies-Materials	8,839.33	8,841.82	99,825.00	99,825.00	90,983.18	9 %
310	Travel and Transportation	0.00	0.00	6,000.00	6,000.00	6,000.00	%
320	Postage	1,500.00	1,500.00	4,000.00	4,000.00	2,500.00	38 %
330	Utilities	0.00	1,135.83	10,000.00	10,000.00	8,864.17	11 %
350	Repairs and Maint-Buildings	0.00	0.00	15,000.00	15,000.00	15,000.00	%
353	Repairs and Maint-Equipment	0.00	0.00	40,000.00	40,000.00	40,000.00	%
355	Repairs and Maint-Collection	0.00	0.00	12,000.00	12,000.00	12,000.00	%
358	Repairs and Maint-Lines	0.00	0.00	7,500.00	7,500.00	7,500.00	%
690	Contractual Services-Sludge	16,995.00	30,990.00	100,000.00	100,000.00	69,010.00	31 %
691	Contractual Services	0.00	8,437.50	50,000.00	50,000.00	41,562.50	17 %
699	Contractual Services-WWTP	908.00	908.00	25,000.00	25,000.00	24,092.00	4 %
	Account Total:	28,242.33	51,813.15	373,125.00	373,125.00	321,311.85	14 %
	Account Group Total:	28,242.33	51,813.15	373,125.00	373,125.00	321,311.85	14 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
557	FIREFLY COVE SYSTEM	48,982.70	48,982.70	0.00	0.00	-48,982.70	%
632	EDA	0.00	0.00	10,000.00	10,000.00	10,000.00	%
	Account Total:	48,982.70	48,982.70	10,000.00	10,000.00	-38,982.70	490 %
	Account Group Total:	48,982.70	48,982.70	10,000.00	10,000.00	-38,982.70	490 %
820000 BONUSES (PERFORMANCE & LONGEVITY							

53 WATER AND SEWER FUND							
Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
820000 BONUSES (PERFORMANCE & LONGEVITY							
100	SALARIES	0.00	0.00	7,500.00	7,500.00	7,500.00	%
	Account Total:	0.00	0.00	7,500.00	7,500.00	7,500.00	%
	Account Group Total:	0.00	0.00	7,500.00	7,500.00	7,500.00	%
910000 DEBT SERVICE							
910000 DEBT SERVICE							
611	SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	%
612	Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
	Account Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
	Account Group Total:	0.00	0.00	119,945.00	119,945.00	119,945.00	%
980000 TRANSFERS							
980000 TRANSFERS							
958	Transfer to Fund Balance	0.00	0.00	400,000.00	400,000.00	400,000.00	%
	Account Total:	0.00	0.00	400,000.00	400,000.00	400,000.00	%
	Account Group Total:	0.00	0.00	400,000.00	400,000.00	400,000.00	%
	Fund Total:	91,664.43	119,545.44	1,237,770.00	1,237,770.00	1,118,224.56	10 %

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TOWN OF LAKE LURE  
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56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
100	SALARIES	6,147.32	12,294.64	1.00	1.00	-12,293.64	*** %
109	FICA	1,434.31	2,869.54	0.00	0.00	-2,869.54	%
110	Retirement	4,248.02	8,496.04	0.00	0.00	-8,496.04	%
111	Group Insurance	2,146.44	4,292.88	0.00	0.00	-4,292.88	%
120 401 (K)	Contribution	249.12	498.24	0.00	0.00	-498.24	%
	Account Total:	14,225.21	28,451.34	1.00	1.00	-28,450.34	*** %
	Account Group Total:	14,225.21	28,451.34	1.00	1.00	-28,450.34	*** %
	Fund Total:	14,225.21	28,451.34	1.00	1.00	-28,450.34	*** %

58 Capital Sewer Project Fund

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
714000 SEWER							
714000 SEWER							
	190 Engineering Services	24,343.26	52,611.61	0.00	0.00	-52,611.61	%
	691 Contractual Services	493,694.79	493,694.79	0.00	0.00	-493,694.79	%
	Account Total:	518,038.05	546,306.40	0.00	0.00	-546,306.40	%
	Account Group Total:	518,038.05	546,306.40	0.00	0.00	-546,306.40	%
	Fund Total:	518,038.05	546,306.40	0.00	0.00	-546,306.40	%
	Grand Total:	1,656,452.81	0.00				
			3,410,481.86	9,349,948.00	9,349,948.00	5,939,466.14	36 %

# **VI COUNCIL LIAISON REPORTS AND COMMENTS**



# **VII**

# **CONSENT AGENDA**

**A. Approval of August 2025 Minutes**

# **TOWN OF LAKE LURE**

## **REGULAR TOWN COUNCIL STORM RECOVERY STATUS**

Monday, August 4, 2025, at 10:00 a.m.

Lake Lure Fire Department



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### **Agenda**

#### **Roll Call:**

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

Town Manager, Olivia Stewman

Laura Krejci, Communications Director  
Jeff Geisler, Rumbling Bald  
Dean Lindsey, Public Works Director  
Mike Williams, Community Development  
Doug Ramsier, ICF

#### **Absent:**

Dana Bradley, Parks and Rec  
Sean Humphries, Police Department  
Dustin Waycaster, Fire Chief  
Chris Melton, Assistant Fire Chief  
Evan Smith, FEMA  
George Minges, Army Corp

### **I. Call to Order**

Mayor Carol C. Pritchett called meeting to order at 10:03 am.

### **II. Agenda Adoption**

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

### **III. Storm Recovery Updates**

Town Manager, Olivia Stewman advised that she did not have any updates at this time and turned the meeting over to George Minges with the Army Corp.

George Minges, advised that the work continues in the lake and currently there has been 750,000 tons/cubic yards. Beginning to work into the coves and the PPDR program is in full swing. With any questions, concerns, or complaints you can contact me or Jack (on ground contractor)(502)445-7524. We will be moving forward with the demolitions of boathouses, just waiting on the condemnations from the town and will move forward. Currently looking to be completed in a month or two with sediment removal. Timeline is on target and looking to be 80-85%. We do not expect to need a new contract. Olivia will send original contract to show the coves that should be included.

### **Public Works:**

Dean Lindsey updated that the West End Sewer project is moving forward with final testing be doing on the sewer line under river. Drillers out tomorrow to do the water line under river.

August 18<sup>th</sup> is the proposed update for the flowering bridge demolition that will be done by Mitch Contracting. Could take weeks.

Cleaning below the dam is going strong and should be completed in a week and ready to go.

Proctor Road is progressing with the pilings being completed and working to complete the retaining way. Once complete then will work to correct road. No timeline as of right now.

Did have a truck over turn over the weekend. Load shifted causing the truck to flip over. No other updates at this time.

### **Parks & Rec:**

Town Manager, Olivia Stewman updated for Dana Bradley. Weed patch clean-up contract will begin and will last a few weeks. This is being paid for with the grant received for \$50,000. No other updates at this time.

### **Rumbling Bald:**

Jeff Geisler advised they will be having the boat ramp fixed. Open to extending per the board. Will follow up with Town to move forward. Yellow boom out at rumbling bald. Public works will be picking up.

### **Community Development:**

Mike Williams advised demolitions have been updated and The Geneva is included. Demolitions should begin in 1 month. Army Corp is working on the river and will work to correct shorelines and stabilize as needed. No permits are needed for these. Mr. Minges will work on getting the updated list. The Riverside event center did apply for PPDR. No word if this has been approved. Patrick will follow up with owner.

**Police Department:**

Sean Humphries was unavailable and no updates at this time.

**Fire Department:**

Dustin Waycaster was unable to attend and no updates to report.

**Communications:**

Laura Krejci advised that feedback from the public is questioning who's paying for all the work being done. Also a misunderstanding of contaminated soil but good water samples. Worked with Dana and was able to clear the confusion. Kaboom design day went extremely well and build day looks to be October 13 thru October 15. Will need volunteers for this. A reminder that the GAO will meet tomorrow at 10:00am

**ICF:**

Doug Ramiser pushing projects through FEMA process. Have some questions on spoils pits. Some discussion ensued and will move forward without them.

**FEMA:**

Evan Smith was not in attendance today. No updates to report.

**Finance:**

No updates at this time.

**Other:****IV. Adjournment:**

Commissioner Jim Proctor made a motion to adjourn Storm Recovery Status meeting. Commissioner Patrick Bryant seconded the motion and all were in favor.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE  
REGULAR TOWN COUNCIL STORM RECOVERY  
STATUS**

Monday, August 11, 2025, at 10:00 a.m.

Lake Lure Fire Department



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

Laura Krejci, Communications Director  
Jeff Geisler, Rumbling Bald  
Dean Lindsey, Public Works Director  
Doug Ramsier, ICF  
Dana Bradley, Parks and Rec  
Chris Melton, Assistant Fire Chief  
Evan Smith, FEMA  
Todd Hoose, FEMA  
Sean Humphries, Police Department  
Mike Hager, Lobbyist

**Absent:**

Dustin Waycaster, Fire Chief  
Mike Williams, Community Development

**I. Call to Order**

Mayor Carol C. Pritchett called meeting to order at 10:01 am.

**II. Agenda Adoption**

Commissioner Jim Proctor made a motion to approve agenda as presented.  
Commissioner Patrick Bryant seconded the motion and all were in favor.

**III. Storm Recovery Updates**

Town Manager, Olivia Stewman advised that the diver project has been obligated and should receive money short around \$745,000. Currently waiting on FEMA for the 29 boathouse removal.

There has been question about what the Town plans are for up the river. Commissioner Jim Proctor advised to use the old maps to determine property lines. Work is already in progress up river and will continue. Will be sending letters to representatives with the ongoing issues we are experiencing.

### **Public Works:**

Dean Lindsey advised the lake level is currently at 959. We can see the pipes and current breaks, There is a repair plan in place, but has been delayed due to the weather. Rain was unexpected but working through it.

Treatment plant is back to manageability. PH levels are a little high otherwise normal. All construction today and tomorrow is on hold, but Proctor Rd. safety rails have been installed.

Received the fence quote back, and will discuss it with the Town Manager, Olivia Stewman.

The flowering bridge demo is set to begin August 18, 2025. Meeting with Kathy Tanner to add a few more items. Will be on site to tag the items wanting to be saved.

Discussion ensued.

Sweetwater will be working to locate lines and sediment removal has begun in the coves and marina. No other updates to report at this time.

### **Parks & Rec:**

Dana Bradley, director advised there is movement on the trails. Continue to clear trees on weed patch. Plan to have a ribbon cutting for Buffalo Creek Park in October. Will be having a special parks and recreation meeting on Wednesday at 1:00pm to discuss the designs received back from Kaboom.

Weekly water samples are good and currently no update on the marina slips. Olivia will reach out. Discussion ensued.

### **Rumbling Bald:**

Jeff Geisler advised that his experience with the PPDR program has been confusing and frustrating. No other updates aside from brides starting to book for the 2027 year and at this time the lake is unknown.

### **Community Development:**

No updates available at this time.

### **Police Department:**

Sean Humphries, no updates at this time.

**Fire Department:**

No updates at this time.

**Communications:**

Laura Krejci, advised that we are continuing to post updates weekly and receiving about 30,000 views. The Flowering bridge received 1.3 million views regarding the upcoming demolition. We have several media interviews coming up with WSPA and WCNC and 60 minutes will be filming at the end of the month. Will be having a commemoration of Hurricane Helene on September 27, 2025 at 11:00am. It will be held at the gazebo in Morse Park. No other updates at this time.

**ICF:**

Doug Ramiser advised that the diver's project has been obligated as Olivia mentioned previously. Will be re-doing the fueling system at the marina and pulling it out on its own. Will continue to push projects and update on concerns.

**FEMA:**

Evan Smith, advised Dan Searcy ownership, sent contact to Olivia. Smart Program is still going, but so far no one in Lake Lure has applied. Also, private roads and bridges program will end at the end of this month. No other updates to report.

Todd Hoose, with FEMA advised that he sees the PPDR program is doing well and is aware that there are some inconsistencies but will continue to monitor.

**Finance:**

No updates at this time.

**Mike Hager: Lobbyist**

Provided updates from the state. And a resolution that is being discussed. Lake Lure is happy with the debris pick up. Feels under served in some areas. Discussion ensued. Lago Vista and At&t is still moving along just moving slow.

**Other:**

Discussion continued with the marina and ridgeline. Mayor Carol C. Pritchett advised would be making a state at council regarding our commercial lease with The Landings. There has been a 24,000 gallon request for a tiny home community. Will be sending new updates to the Marine Commission from the LAB.

**IV. Adjournment:**

Commissioner Patrick Bryant made a motion to adjourn Storm Recovery Status meeting. Commissioner Jim Proctor seconded the motion and all were in favor.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor



# **MINUTES OF THE TOWN OF LAKE LURE REGULAR TOWN COUNCIL MEETING**

Tuesday, August 12, 2025 @ 5:00 pm

Town Hall at The Landings



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## **Agenda**

### **Roll Call:**

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

Town Manager, Olivia Stewman  
William Morgan, Attorney  
Laura Krejci, Communications Director  
Kimberly Martin, Town Clerk

### **I. Call to Order**

Mayor Pritchett called the meeting to order at 5:02 pm.

### **II. Agenda Adoption**

Commissioner Jim Proctor made a motion to adopt the agenda as presented. Commissioner Dave DiOrio seconded the motion and all were in favor.

### **III. Mayor's Communication**

Mayor Carol C. Pritchett began by thanking everyone for coming out this evening to our new location at The Landings. Were happy that all staff has one place to work together and fortunate for this opportunity. We will continue here under a commercial lease until a permanent Town Hall is decided.

#### **A. Mayor Carol C. Pritchett presented Proclamation No. 28-08-12A Appreciation for Rumbling Bald in Lake Lure.**

Unfortunately they were unable to attend this evening. The proclamation was read to the community thanking Rumbling bald for all their hard work and partnership with the Town. In the meantime, Jeff Geisler showed and was given the proclamation from the Town.

#### **B. Mayor Carol C. Pritchett presented Proclamation No. 28-08-12 Recognizing Region C Awardee officer Kortney Burrell**

We recognize Officer Kortney Burrell for her bravery and resilience during hurricane Helene. Community gave her a standing ovation.

#### **IV. Public Hearing**

##### **A. Ordinance No. 25-08-12 Amending Chapter 36, Section 5 and 70 of the Town of Lake Lure Code of Ordinances**

Rick Carpenter presented to council a correction to the ordinance. This will help clarify and clean up the ordinance. Commission Jim Proctor is delighted this is being changed.

Commissioner Dave DiOrio made a motion to approve Ordinance No. 25-08-12 Amending Chapter 36, Section 5 and 70 of the Town of Lake Lure. Commissioner Scott Doster seconded the motion and all were in favor.

##### **B. Ordinance No. 25-08-12A Amending Chapter 6, Article III, Sections 48-55 of the Town of Lake Lure Code of Ordinances**

Rick Carpenter presented to council to remove the language that is also in the Lake Use Regulations. This will keep down any confusion and duplication of ordinance.

Commissioner Jim Proctor made a motion to approve Ordinance No 25-08-12A Amending Chapter 6, Article III, Section 48-55 of the Town of Lake Lure Code of Ordinances. Commissioner Dave DiOrio seconded the motion and all were in favor.

##### **C. Ordinance No. 25-08-12B Amending Chapter 36 of the Town of Lake Lure Code of Ordinance to Limit the Size of Accessory Buildings within the Residential 1 District**

Rick Carpenter presented to council to limit the size of accessory buildings. The zoning and planning board worked through amending the ordinance and adding language to reflect a sizing limit to accessory buildings like sheds and garages. In the R-1 district would limit the size to 50% of the dwelling or 1200 square feet. Some questions and discussion.

Commissioner Scott Doster made a motion to approve Ordinance No. 25-08-12B Amending Chapter 36 of the Town of Lake Lure Code of Ordinances to Limit the Size of Accessory Buildings within the Residential 1 District. Commissioner Dave DiOrio seconded the motion and all were in favor.

#### **V. Town Managers Communication**

##### **A. Monthly Report**

Town Manager, Olivia Stewman provide a report to council and the community.

Cell Tower permitting is in place and is expected to begin August 25, 2025.

We have increased our response time from Fairfield Fire Department.

Field investigation of Dam is being done. Grant due by September 15. This would include 65% of reimbursement.

We had our first Comprehensive plan meeting. Several meetings scheduled for the future before public input.

Upcoming events for the town include a commemoration of Hurricane Helene on September 27<sup>th</sup> at 11:00am. Cycle NC will be October 5, playground build is scheduled for October 13-15 and Hickory Nut Gorge Arts and Crafts festival October 18<sup>th</sup> and 19<sup>th</sup>.

## **VI. Council Liaison Reports and Comments**

Commission Scott Doster advised the ABC Board met on July 21, 2025. Audit has been accepted and approved. Don't forget to stop by and get your Lake Lure Bottle.

Zoning and planning met on July 18, 2025. Working through Ordinance's to correct conflicting issues and update to future building. More amendments will be coming to council for approval.

Commission Dave DiOrio advised that the Board of Adjustments met and had one case for setback issues. Nothing major to report.

Lake Advisory board met this month. Glad to report water samples are within normal levels. Suspended solids is elevated but that is to be expected. Fish are stressed. Will need to focus on feeding and fish habitat once lake levels come back up.

Commissioner Jim Proctor advised that the Parks and Recreation board will have a special meeting on August 13, 2025 at 1:00pm.

Commissioner Patrick Bryant advised the short term rental board met for the second time. Currently working to identify rentals within the Town. Looking at what we can do with renewals. Awareness and visibility are important.

## **VII. Consent Agenda**

Commissioner Jim Proctor made a motion to approve the consent agenda as presented. Commissioner Patrick Bryant seconded the motion and all were in favor.

## **VIII. Unfinished Business**

There was no unfinished business.

## **IX. New Business**

### **A. Tryon Bay Request**

Town Manager, Olivia Stewman presented to council the request from the owner to modify a town road and waive fines. Recommendation is to not allow modification of the Town road and to allow for fines to be waived.

Rick Carpenter presented for the Town. This is a Chapter 26 case. Applications and plans are presented but cannot move forward without council approval to allow owner to modify the road.

Peyton Peters with Mosseller Construction presented for the owner. Advised this is a crucial step for their project and advised it would improve the road for a town. The project would be in 3 stages.

The First stage would be to excavate Towns right of way with a 12 in wall. That would stretch 100-120 feet with very minimal disruption. Step 2 would need to excavate new wall and foundation for seawall. 12 foot wide with guard rails. It would be 1:1 slope ratio to maintain erosion. Stage 3 would be to finalize new road and structure. Once seawall is in place a foundation can be constructed for the home. Once all is completed the road would be repaved to be about 12 feet to 16 feet wide.

Dale Shields advised that he would be doing the grading, and additional work. Advised all the easy lots are gone. WE are going to run into these situations all across the Town. Moving the road would help keep the project safe and allow for building with minimal disruption. The work can be done.

Josh Edwards, surveyor advised he did a recent survey of the property based of the previous deeds. Both parties are correct that the road is on the property, however the right of way does become assumed once a road has been there for decades.

Dewayne Deese, owner spoke advising that the 1948 legal right of way shows the road on his property. Did have a new survey completed. When he bought the property 8 years ago, he was advised by the Community Development director, Shannon that he could build on the property. He feels he has done everything that has been asked of him and feels neighbors are against him and causing chaos. Also feels that Commissioner Jim Proctor should recues himself as he feels he has been against him from the beginning.

Commissioner Jim Proctor made a motion to resend the fines totaling \$25,000. Commissioner Dave DiOrio seconded the motion and all were in favor.

Discussion ensued regarding the project itself. Many questions and concerns.

Commissioner Dave DiOrio made a motion to defer project decision until additional information can be provided. Commissioner Scott Doster seconded the motion and all were in favor.

## **B. Resolution No. 25-08-12A Supporting State Revolving Fund Helene (SA-HMW\_ Loan Application**

Town Manager, Olivia Stewman presented to council a state revolving loan with principal forgiveness. This would be towards waste water and drinking water. It is a 20- 30 year loan term. Working with Labella to meet September 30<sup>th</sup> deadline. This is all that is needed to move forward.

Commissioner Jim Proctor made a motion to approve Resolution No. 25-08-25A Supporting State Revolving Fund Helene (SA-HMW) Loan Applications. Commissioner Patrick Bryant seconded the motion and all were in favor.

## **X. Storm Recovery Updates**

Town Manager, Olivia Stewman advised that the West End Sewer Project is on hold waiting for Duke Energy.

Demolition of the Flowering Bridge is set to begin August 18, 2025. We advise onlookers to avoid the area while this project is in progress.

Proctor road is still ongoing. Several delays but looking at the 2<sup>nd</sup> week of September for completion.

Buffalo Creek Park is looking to open in October.

The Personal property debris removal is ongoing. Please send any questions or concerns to Olivia.

We are currently waiting on FEMA for approval to remove boathouses.

Sedimentation removal is beginning on coves and marina. Plans to remain till projects are complete.

## **XI. Public Comment**

Frank Butera: 1802 Memorial Hwy.

Have some issues at Snug Harbor. The drain system is not functioning properly. Every time it rains water floods into my building. Needs addressed

Karen Knaub: 317 Lakeview Rd.

What is going on with the vegetation in the lake? What about the trash everywhere? Has the new marina begun working? We are addressing the issues with vegetation as the sedimentation removal continues. We will look into the issues with the trash and yes, they have begun the permitting process and clearing for the new marina.

Shelly Gref: 113 Frady Inlet Rd.

We have 2 creeks that flow and wondering if we can remove grass weeds from lake bed. Discussion ensued. Town Council will discuss and create policy for the future.

Ray Premuroso: 171 Lake Blvd. (Snug Harbor)

We have collected the debris around the boathouse and for our neighbors. Concerned with the washout as it is exposing pilings.

Mike Wood: 172 Winding Creek

How will the demolition of the Flowering Bridge affect the road?

There should be little to no impact on Memorial Hwy. Pieces of the flowering bridge will be saved for a memorial.

No other Public Comments were made. Mayor Carol C. Pritchett thanked everyone for coming out tonight.

## **XI. Adjournment**

Commissioner Patrick Bryant made a motion to adjourn the meeting, Commissioner Jim Proctor seconded the motion and all were in favor. Meeting closed at 7:10pm.

**ATTEST:**

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**Kimberly Martin, Town Clerk**

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**Carol C. Pritchett, Mayor**

**TOWN OF LAKE LURE**  
**REGULAR TOWN COUNCIL STORM RECOVERY**  
**STATUS**

Monday, August 18, 2025, at 10:00 a.m.

Lake Lure Fire Department



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

Laura Krejci, Communications Director  
Jeff Geisler, Rumbling Bald  
Dean Lindsey, Public Works Director  
Dustin Waycaster, Fire Chief  
Mike Williams, Community Development  
Dana Bradley, Parks and Rec  
Chris Melton, Assistant Fire Chief  
Evan Smith, FEMA  
Todd Hoose, FEMA  
Sean Humphries, Police Department  
Mike Hager, Lobbyist

**Absent:**

Commissioner Scott Doster  
Doug Ramsier, ICF

**I. Call to Order**

Mayor Carol C. Pritchett called meeting to order at 10:04 am.

**II. Agenda Adoption**

Commissioner Jim Proctor made a motion to approve agenda with added item to discuss Kaboom playground. Commissioner Dave DiOrio seconded the motion and all were in favor.

### **III. Kaboom Playground Discussion**

Dana Bradley, Parks and Recreation director presented to the board the design for the playground. The parks and recreation board previously met and during the discussion chose the green design with added features including spring bears. Will also be looking at covered benches for shade. Colors go with the town logo. The town will be doing the prep work for the land where the playground will be placed. Currently Morse Park is closed but Ashbritt is aware and will make arrangements during the construction time of the playground.

Commissioner Jim Proctor made a motion to approve the plans with added bears. Commissioner Dave DiOrio seconded the motion and all were in favor.

### **IV. Storm Recovery Updates**

Town Manager, Olivia Stewman advised that the electrical inspection is scheduled today for the west end sewer project. Should have service restored to most customers and will continue to monitor the clog and update once more information is available. Labella finishing up the design for the line that will be running down memorial highway to restore service further up.

Foothills will continue moving forward with study and will be going with Evan to a joint task meeting in Asheville on Friday.

The Flowering Bridge demolition will begin today. This will be a slow process and traffic signs will be going up today!

#### **Public Works:**

Dean Lindsey was unable to attend meeting today. There were no pressing issues to discuss today.

#### **Parks & Rec:**

Dana Bradley, director advised that the marina RFQ will be finishing today. The tennis association has granted Lake Lure a \$19,000 check that will go towards new tennis/pickleball courts. There is no time limit on this grant, but money does have to go towards those. The school has considered building tennis/pickleball courts as well but unsure of their plans currently. October 10, 2025 at 11:00am we hope to have a Buffalo Creek Park ribbon cutting.

#### **Rumbling Bald:**

Jeff Geisler advised there are not updates at this time.

#### **Community Development:**

Mike Williams, Director advised he is still working on the boathouse removal through the PPDR program. There are still a lot of unanswered questions and just waiting on a



response. The communication has been terrible but will continue to work hard. Discussion ensued.

Mike advised that he will bring forth a recommendation next week for approval to extend the Lake Structure Permit at least 6 months.

Erosion issues continue across the lake with boathouses failing. Discussion ensued. The cell tower is scheduled to break ground August 25, 2025. Project should be completed 3 or 4 weeks.

### **Police Department:**

Sean Humphries, advised that he has reserves at the flowering bridge and extra patrol at Morse Park due to the recent closure. Just be aware that the secret service is in Asheville. May come to Lake Lure for training.

### **Fire Department:**

Dustin Waycaster advised that OSFM doing inspection on substation. With the upcoming hurricane we are making preparations, but looks to skirt the coast. Will do what we can to support and we will put together a team to go volunteer if needed. Still working through process for grant for the remodel of station II. If unable to get grant will work with other avenues to cover the cost.

The newest engine is currently in the shop for repairs for a blown head gasket. Made a claim with the insurance. The fire boat is also still out of commission as well. No other updates at this time.

### **Communications:**

Laura Krejci, advised social media is still mostly positive. With the closing of Morse Park, over 55,000 people have seen. WCNC interviews have been rescheduled for September 8, 2025. WSPA interview is schedule at 11:00am tomorrow with the Mayor.

### **ICF:**

Doug Ramiser was unavailable to give an update.

### **FEMA:**

Evan Smith, advised that Mountain True has 7 people to help remove trash from River. Looking for volunteers and right of entries. Apex security on the Hendersonville end has increased traffic stops coming from Hendersonville. No other updates at this time.

### **Finance:**

No updates at this time.

**Mike Hager: Lobbyist**

Was not in attendance for the meeting and no updates available

**Other:**

No other updates to discuss.

**V. Adjournment:**

Commissioner Patrick Bryant made a motion to adjourn Storm Recovery Status meeting. Commissioner Jim Proctor seconded the motion and all were in favor.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

# **TOWN OF LAKE LURE**

## **REGULAR TOWN COUNCIL STORM RECOVERY STATUS**

Monday, August 25, 2025, at 10:00 a.m.

Lake Lure Fire Department



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### **Agenda**

#### **Roll Call:**

Mayor, Carol C, Pritchett  
Commissioner Jim Proctor  
Commissioner Dave DiOrio  
Commissioner Scott Doster

Town Manager, Olivia Stewman

Laura Krejci, Communications Director  
Jeff Geisler, Rumbling Bald  
Dean Lindsey, Public Works Director  
Dustin Waycaster, Fire Chief  
Mike Williams, Community Development  
Dana Bradley, Parks and Rec  
Evan Smith, FEMA  
Sean Humphries, Police Department  
Doug Ramsier, ICF

#### **Absent:**

Commissioner Patrick Bryant

### **I. Call to Order**

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

### **II. Agenda Adoption**

Commissioner Jim Proctor made a motion to approve the agenda as presented.  
Commissioner Patrick Bryant seconded the motion and all were in favor.

### **III. Storm Recovery Updates**

Town Manager, Olivia Stewman advised Attorney William Morgan to review the ordinance, looking for information to help facilitate the demolition of the boathouses. Will update when more information is available.  
An additional project has been obligated, and hopefully additional projects are to follow.

The personal property debris removal program is wrapping up. Demolitions will move forward. There are mitigations available through the FEMA buyout program. That leaves the green space which will be restored. Once complete we will re-pave Charlotte Dr and will move forward with the Public Works building.

A variety of organizations have requested to use the facilities here at the Landings. Unfortunately, according to our lease, we are unable to allow that currently.

All information about the demolition of lake structure has been sent to FEMA and is currently waiting for a response.

### **Public Works:**

Dean Lindsey advised that there is an above ground septic system. This is temporary and will address issues later.

West End sewer project will have generator testing one today. On August 27, 2025, the lift station will start. Engineering is being done for the gravity line and will move forward with installation once completed. Have opened pipe and cleaned in the river area. Working to correct the blockage which contains river rock, pavers, and other material from the storm.

In the next 2 weeks Proctor Rd. will be spraying concrete and then will begin cleaning up. Waiting on paving as curb is being adjusted.

Lake levels are currently at 967ish and will remain until told otherwise.

Tryon bay sediment removal is completed. Starting on gray logs today. Will update schedule for remaining coves. Discussion ensued.

### **Parks & Rec:**

Dana Bradley, director advised that we would need to move the ribbon cutting to October 24, 2025, if the schedule allows. Laura will follow.

Kaboom playground advised that the bear is being added to the design along with a handicap swing. Shade is not possible currently. Will address this later.

Water samples are being taken today. 1<sup>st</sup> week the fecal was 64 and last week it was 220. That is a little high. Will increase water samples up and down river to monitor.

Site visits with FEMA are going well. I should finish up today.

Guided tour for September 27, 2025, at Dittmer Watts. Looking for a tour guide for the day. Will follow up with Laura.

### **Rumbling Bald:**

Jeff Geisler asked a few questions regarding boat ramp at Rumbling Bald. Ashbritt is currently working on boat ramp.

Dinner for September 26, 2025, is scheduled. More information is coming soon.

### **Community Development:**

Mike Williams, Director, advised working with Doug on the damage report. Cell Tower is set to begin today. Will update if things change.

**Police Department:**

Sean Humphries advised that he had no storm related updates.

**Fire Department:**

Dustin Waycaster advised that Mike and Rick worked on a boathouse issue that was causing some safety concerns. This issue has been resolved.

Also, worked with Dean and the electricians to restore power for the siren testing. Additionally, working with ICF on the stream gauges.

We did receive grant of \$50,000 towards Fairfield Station. Will be presented to the board for additional funding to complete the project.

**Communications:**

Laura Krejci advised that social media is still mostly positive, reaching a widespread viewership.

A ton of questions are coming in regarding the buildings damaged during the storm. It was advised these would be addressed at a later date. On August 26<sup>th</sup> and 27<sup>th</sup> we will have visitors from 60 minutes here.

Invitations for the commemoration on September 27, 2025, have been sent.

Working on having signs placed. We have 5 and will have public works to help place them. Will have a road closure for a tree removal on Charlotte Dr. An additional one on Buffalo Shoals, just waiting on the rescheduled.

**ICF:**

Doug Ramiser advised as Olivia previously mentioned a project was obligated for \$170,000.

Working on Safety facilities and will follow up on marina docks tomorrow. Will add porta potties to temp projects.

Will get information to update FEMA on the gravity line.

Will work with Olivia to see if the public works building may qualify for any funding.

**FEMA:**

Evan Smith advised she will continue to follow up on the debris removal and will email Mark and Jack for follow-ups.

**Finance:**

No updates at this time.

**Other:**

Commissioner Scott Doster advised a meeting with Time about the flow possibly on Monday September 8, 2025. Scott will check his availability and get back to council.

**IV. Adjournment:**

Commissioner Jim Proctor made a motion to adjourn Storm Recovery Status meeting.  
Commissioner Scott Doster seconded the motion and all were in favor.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE  
REGULAR TOWN SPECIAL WORK SESSION AND  
ACTION MEETING**

Wednesday, August 27, 2025, at 8:30 a.m.

Town Hall at the Landings



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**Agenda**

**Roll Call:**

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

William Morgan, Attorney  
Olivia Stewman, Town Manager

Laura Krejci, Communications Director  
Dean Lindsey, Public Works Director  
Sean Humphries, Police Chief  
Jeff Geisler, Rumbling Bald  
Mike Williams, Community Development  
Richard Carpenter, Community Development  
Mike Hager, Lobbyist  
Dustin Waycaster, Fire Chief  
Steve Ford, Finance Director  
Doug Ramiser, ICF

**Absent:**

**I. Call to Order**

Mayor Carol C Pritchett called meeting to order at 8:33 am.

**II. Agenda Adoption:**

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

**III. Support for Rowing in 2026**

Laura Krejci, communications director advised that several colleges asking to come during Spring Break. This began a discussion with potential visit.

Jeff Geisler with Rumbling Bald advised that they have been coordinating with the towing teams and would need to know some news by November 1<sup>st</sup>.

Water levels are uncertain at this time and it makes for hard decisions. Council agrees that we need to wait until November 1<sup>st</sup> to make any decisions.

#### **IV. Marina Boardwalk Request**

Mike Williams presented to the council the New Marina is requesting to connect the restaurant and Marina together with a boardwalk. This would be on Town property. This is a conforming structure and the staff has no issues.

James Sciandra presented to council plans for connecting the restaurant and marina. This would create safety for consumers and patrons traveling between the two locations. There would be no restrictions to who would be allowed to use the boardwalk. Maintenance would be done by James Sciandra and willing to enter into an agreement with the town. This will be postponed until the next Town Council Meeting for an agreement to be established.

#### **V. Tree City Presentation**

Rick Carpenter presented to council. Has been working with the state and researching the benefits for tree preservation. The Town currently would meet the requirements to proceed. A board and a budget would be established. Some discussion of incorporating the Parks and Recreation Board for this.

Commissioner Jim Proctor made a motion to approve for a resolution to be created to include Charter. Commissioner Patrick Bryant seconded the motion and all were in favor.

#### **VI. Hager Strategic Solutions Updates**

Mike Hager provided updates. Not much to report. Will be back in session September 22, 2025. House 907 is under scrutiny. It's like a rainy day fund. The bill has not moved at this time, but it could.

Fairfield Retrofits working to get extra money to help offset cost.

Nothing new with ATT. Still moving just slowly.

#### **VII. Storm Recovery Updates**

Town Manager, Olivia Stewman advised that Army Corp timeline is uncertain. Hopeful for end of October.

The privates road and bridges deadline is August 31, 2025.



No other updates to report at this time.

### **VIII. Fairfield Station Retrofits**

Fire Chief Dustin Waycaster advised that we have received the grant funding of \$50,000 and there is potential for additional funding. Will begin getting quotes to move forward with the project. Olivia advised we would look into other funds that may be available.

### **IX. Discuss FEMA Alternate Project Possibilities**

Town Manager, Olivia Stewman advised we have the availability to use FEMA alternate projects (428). These are for large projects and the deadline is March 28, 2026. May be able to request extension.

Recommendations to review the Marina office and what the town would like to do. Hydroelectric plant, feel benefits are low maybe look at using these funds somewhere else. Dam replacement and lake access ramps for possible alternate projects. Some discussion and council will continue to review recommendations.

### **X. Discuss Revenue Opportunities**

Town Manager, Olivia Stewman presented council ways to help increase revenue in the future. Some ideas include having permits for non-motorized boats, facility rentals, paid parking, sanitation fees, increasing utility rates, and possibility of a fire tax increase. Some other ideas would include event fees for applications and looking into revenues from short-term rentals. Will continue to review options and bring resolutions to council before any changes are implemented.

### **XI. Review Updated Draft of Sewer Capacity Allocation Policy**

Town Manager, Olivia Stewman presented to council the changes of the Sewer Capacity Allocation policy. These would stay in effect until the moratorium is lifted. Council will review all of the out of town requests for approval.

### **XII. Consider Approval of Labella Task 27 for Boat Ramp at Rumbling Bald**

Town Manager, Olivia Stewman advised to council that a deep water access ramp is needed. The town and Jeff Geisler, manager of Rumbling Bald have been in discussion. Design cost was \$27,000, but could be up to an additional \$15,000 for construction. Discussion ensued.

Commissioner Scott Doster made a motion to approve the \$27,600 for design and \$5,000 for construction. This excludes \$10,000 for permitting and Olivia to arrange agreement with Rumbling Bald. Commissioner Jim proctor seconded the motion and all were in favor.

### **XIII. Resolution No. 25-08-27 Amending the Personnel Policy**

Town Manager, Olivia Stewman, advised there were two changes. One with the switching of insurance, life insurance was not covered. Alternate insurance has been established. Also changing allowing employee benefits for a free utility hook up.

Commissioner Jim Proctor made a motion to approve Resolution No. 25-08-27 amending the Personnel Policy. Commissioner Dave DiOrio seconded the motion and all were in favor.

### **XIV. Resolution No 25-08-27A Accepting “Round 3” Cash Flow Loan Three (3) Offer from the Office of State Treasurer for North Carolina**

Town manager, Olivia Stewman advised council that we have accepted 2 cash flow loans currently. Offering additional one. Discussion of amounts and pay backs.

Commissioner Patrick Bryant made a motion to approve Resolution No. 25-08-27A Accepting “Round 3” Cash Flow Loan Three (3) Offer from the Office of the State Treasurer of North Carolina. Commissioner Jim Proctor seconded the motion and all were in favor.

### **XV. Re-visit Discussion Regarding Dam Bridge Replacement**

Town Manager, Olivia Stewman, advised that DOT has some concerns with replacing the DAM bridge. They are concerned with the timeline. There is a downstream option as well. Olivia went through the pros and cons of each option that we currently have. Discussion ensued. Town Manager, Olivia Stewman, will follow-up with the DOT.

### **XVI. Resolution No. 25-08-27B Setting Public Hearing for Proposed Text Amendments**

Mike Williams, Community development director, advised that zoning and planning are making some changes. A brief statement of the text amendments was presented so public hearing may be set.

Commissioner Jim Proctor made a motion to approve Resolution No. 25-08-27B Setting Public Hearing for Proposed Text Amendments. Commissioner Patrick Bryant seconded the motion and all were in favor.

### **XVII. Discussion to extend Lake Structure Permits**

Mike Williams, Community development director, advised that usually lake structures permit expire within a set timeframe per the Town of Lake Lure Ordinance. Community Development and the Zoning and Planning Board are recommending that this be extended till the end of 2026 due to the hurricane and allowing time for those to get permits going.

Commissioner Jim Proctor made a motion to approve the extension of Lake Structure permits Until the end of 2026. Commissioner Scott Doster seconded the motion and all were in favor.

**XVIII. Town Manager/Project Updates**

Town Manager, Olivia Stewman, provided updates for the town.

Cell tower should begin this week, but no later than next week and the grant for the water resources ends March of 2026 but will request extension if possible.

**XIX. Public Comments**

Pat Buede

Advised the brakes on the trucks are getting out of control. Is there any help the town can provide?

As the town investigates other revenue sources, they could investigate concession agreements. Also investigate mooring and cluster fees.

Kudzu on the sides of the road is going wild. Look into more control on the side streets.

No other public comments.

**XX. Closed session to the agenda in accordance with G.S. 143-318.11 (a) (5) for the purpose of discussing property acquisition and G.S. 143-318.11 (a) (3) for attorney client privilege**

Commissioner Patrick Bryant made a motion to enter closed session in accordance with G.S. 143-318.11 (a)(5) for the purpose of discussing property acquisition and G.S. 143-318.11 (a) (3) for attorney client privilege. Commissioner Dave DiOrio seconded the motion and all were in favor.

**XXI. Adjournment:**

Commissioner Scott Doster made a motion to adjourn. Commissioner Jim Proctor seconded the motion and all were in favor. The meeting ended at 11:06 am.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

# **VIII**

# **UNFINISHED**

# **BUSINESS**

# IX

## NEW BUSINESS

**A. Resolution No. 25-09-09 Adopting Sewer Capacity Allocation Policy**

**B. Resolution No. 25-09-09A Approving Disaster Recovery memorandum of Agreement with North Carolina League of Municipalities**

**C. Request for Town Council Approval to RE-Send Existing Private Beach Located at 259 North Shore Drive**

**LAKE LURE TOWN COUNCIL**  
**AGENDA ITEM REQUEST FORM**  
**Meeting Date: September 9, 2025**

**SUBJECT:** Resolution No. 25-09-09 Adopting Sewer Capacity Allocation Policy

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** A  
**Department:** Public Services  
**Contact:** Olivia Stewman, Town Manager  
**Presenter:** Olivia Stewman, Town Manager

**BRIEF SUMMARY:**

On March 15, 2022, the NC Division of Water Resources (DWR) placed the Town of Lake Lure under a sewer moratorium, prohibiting the addition of new wastewater to the Lake Lure Wastewater Treatment Plant (WWTP), under the authority of NCGS 143-215.67. The moratorium remains in effect until the Town can demonstrate that its system can adequately treat additional flow. On April 1, 2025, the Town requested approval for a new flow allocation totaling 84,000 gallons per day (GPD), which the Division approved on May 23, 2025. Staff recommends a policy to govern the allocation of wastewater treatment capacity, ensuring that the Town's limited capacity is used efficiently and equitably, with priority given to residents and developments within municipal limits.

The initial draft policy was reviewed at the July 23 Council work session and action meeting, and a revised draft was reviewed at the August 27 Council work session and action meeting. Based on these discussions, the draft policy has been finalized. Resolution 25-09-09 formally adopts the Sewer Capacity Allocation Policy.

**RECOMMENDED MOTION AND REQUESTED ACTION:**

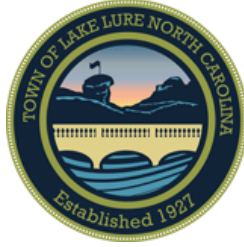
To adopt Resolution No. 25-09-09 Adopting Sewer Capacity Allocation Policy.

**ATTACHMENTS:**

Resolution No. 25-09-09 Adopting Sewer Capacity Allocation Policy

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends adoption.



## **RESOLUTION NO. 25-09-09**

### **RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE ADOPTING SEWER CAPACITY ALLOCATION POLICY**

**WHEREAS**, on March 15, 2022, the NC Division of Water Resources (DWR) placed the Town of Lake Lure under a sewer moratorium, prohibiting the addition of new wastewater to the Lake Lure Wastewater Treatment Plant (WWTP), under the authority of NCGS 143-215.67; and

**WHEREAS** the moratorium remains in effect until the Town can demonstrate that its system can adequately treat additional flow; and

**WHEREAS**, on April 1, 2025, the Town requested approval for a new flow allocation totaling 84,000 gallons per day (GPD), which the Division approved on May 23, 2025; and

**WHEREAS** the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and

**WHEREAS**, a policy is recommended to govern the allocation of wastewater treatment capacity, ensuring that the Town's limited capacity is used efficiently and equitably, with priority given to residents and developments within municipal limits.

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

**SECTION ONE.** The Town of Lake Lure Town Council hereby adopts the following Sewer Capacity Allocation Policy:

#### **Town of Lake Lure Sewer Capacity Allocation Policy**

##### **I. Purpose**

This policy governs the allocation of wastewater treatment capacity for the Town of Lake Lure, with the goal of ensuring that the Town's limited capacity is used efficiently and equitably, with priority given to residents and developments within municipal limits.

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##### **II. Background and Regulatory Context**

On March 15, 2022, the NC Division of Water Resources (DWR) placed the Town of Lake Lure under a sewer moratorium, prohibiting the addition of new waste to the Lake Lure Wastewater Treatment Plant (WWTP), under the authority of NCGS 143-215.67. The moratorium remains in effect until the Town is able to demonstrate that its system can adequately treat additional flow.

On April 1, 2025, the Town requested approval for a new flow allocation totaling 84,000 gallons per day (GPD). On May 23, 2025, the Division approved this allocation, with the following conditions:

- Flow will be allocated through sewer extension permits issued by the Division.
- Once all 84,000 GPD has been allocated, any additional requests during the moratorium will be reviewed on a case-by-case basis.

This policy ensures the responsible allocation of that limited capacity and complies with both 15A NCAC 02T .0114 and the restrictions in place under the moratorium.

This policy shall remain in effect until such time as the statutory moratorium is lifted.

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### **III. Capacity Allocation Policy**

#### **A. In-Town Connections**

- All requests for sewer service within the Town limits shall be processed on a first-come, first-served basis, contingent upon available system capacity. This provision applies exclusively to structures that are currently under development or in the permitting process, and shall not be used to reserve capacity for future or speculative development.
- These requests may be administratively approved by staff provided sufficient capacity remains.

#### **B. Out-of-Town Connections**

- All new requests for sewer connections outside the Town limits shall require a case-by-case review by Town Council, following staff evaluation. This provision applies exclusively to structures that are currently under development or in the permitting process, and shall not be used to reserve capacity for future or speculative development.
  - Council may consider the following elements when evaluating a requested out-of-town connection
    - Capacity Thresholds
    - Public Benefit
    - Environmental Impact
    - Consistency with Town Plans
    - Financial Feasibility / Cost Recovery
  - The Town reserves the right to limit, defer, or deny such requests to preserve capacity for in-town residents.
- 

### **IV. Sewer Capacity Fee (Out-of-Town Only)**

- A sewer capacity fee shall be applied to out-of-town customers requesting connection to the Town's sewer system. The fee shall be calculated based on projected average daily flow (GPD), using NC DEQ design standards or certified engineering calculations.
- Current Rate: \$3.25 per GPD allocated  
*(This rate is subject to periodic review and adjustment by Town Council.)*



- The fee must be paid in full prior to issuance of any allocation or approval.
- 

## **V. Out-of-Town Commercial & Institutional Developments**

To discourage high-volume out-of-town usage:

- Commercial and institutional developments outside Town limits may be required to:
    - Enter into annexation agreements or submit for voluntary annexation. Any development seeking annexation shall be constructed in compliance with all applicable Town codes, ordinances, and standards.
    - Sign utility service agreements.
    - Phase their development and connection schedule.
    - Offset flows or provide flow-reduction mechanisms.
- 

## **VI. Monitoring and Review**

- An annual review will be conducted by staff to monitor:
    - Remaining available capacity.
    - Approved and pending allocations.
    - Any adjustments needed to this policy.
- 

## **VII. Legal Authority**

This policy is issued under the authority of:

- NCGS 143-215.67 and related wastewater treatment laws,
  - 15A NCAC 02T .0114, and
  - The Town's delegated authority to manage public utility systems within and outside its corporate limits.
- 

**SECTION TWO.** This Resolution and the Sewer Capacity Allocation Policy shall take effect immediately upon adoption.

**SECTION THREE.** The Sewer Capacity Allocation Policy shall remain in effect until the statutory moratorium is lifted, and may be amended at any time by a resolution duly adopted by the Town Council.

**READ APPROVED AND ADOPTED** this 9<sup>th</sup> day of September, 2025.

ATTEST:

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Kimberly Martin, Town Clerk

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Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL**  
**AGENDA ITEM REQUEST FORM**  
**Meeting Date: September 9, 2025**

**SUBJECT:** Resolution No. 25-09-09A Approving Disaster Recovery Memorandum of Agreement with North Carolina League of Municipalities

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Public Services  
**Contact:** Olivia Stewman, Town Manager  
**Presenter:** Olivia Stewman, Town Manager

**BRIEF SUMMARY:**

The General Assembly appropriated funds to the North Carolina League of Municipalities (NCLM) to provide technical assistance to local governments affected by Tropical Storm Helene. As part of this program, NCLM has engaged Parker Poe to provide legal services. This presents an opportunity for the Town to receive grant-funded legal services, provided that the work is related to Helene recovery.

Examples of potential uses for this assistance include reviewing or drafting ordinances and policies, providing guidance on contracting, procurement, and investments, and supporting interlocal agreements for mutual aid. Town Manager Olivia Stewman and Town Attorney William Morgan have held an initial consultation with NCLM and Parker Poe and believe that these services could be of significant value to the Town of Lake Lure.

Resolution No. 25-09-09A authorizes an agreement for these services for disaster recovery through NCLM and authorizes the Town Manager to execute any related documents.

**RECOMMENDED MOTION AND REQUESTED ACTION:**

Resolution No. 25-09-09A Approving Disaster Recovery Memorandum of Agreement with North Carolina League of Municipalities

**ATTACHMENTS:**

Resolution No. 25-09-09A Approving Disaster Recovery Memorandum of Agreement with North Carolina League of Municipalities

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends adoption.



**RESOLUTION NO. 25-09-09A**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE TO APPROVE  
DISASTER RECOVERY MEMORANDUM OF AGREEMENT WITH NORTH CAROLINA  
LEAGUE OF MUNICIPALITIES**

**WITNESSETH:**

**WHEREAS**, the Disaster Recovery Act of 2024 (SL 2024-51; SL 2024-53) provided the North Carolina League of Municipalities (League) with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through a Grant Agreement (Grant Agreement) with the North Carolina Office of State Budget and Management (OSBM); and

**WHEREAS**, the Grant Agreement is identified as Contract #44621. Funding from this grant (OSBM Grant) will enable the League, either directly or through third-party consultants, to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (collectively, Services); and

**WHEREAS**, municipalities wishing to receive such Services are required to execute a Disaster Recovery Memorandum of Agreement with the League; and

**WHEREAS**, the Disaster Recovery Memorandum of Agreement is attached hereto as Exhibit A.

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

1. That the Disaster Recovery Memorandum of Agreement is hereby approved.
2. That the Manager is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Disaster Recovery Services funded by the OSBM Grant defined herein.

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

TOWN OF LAKE LURE

ATTEST:

\_\_\_\_\_  
Kimberly Martin, Town Clerk

\_\_\_\_\_  
Mayor Carol C. Pritchett

**Exhibit A**

DISASTER RECOVERY MEMORANDUM OF AGREEMENT (MOA).

## **MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES**

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Lake Lure (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

### **Article I. Overview.**

#### **1. Enabling Law and Regulation.**

The Disaster Recovery Act of 2024 (SL 2024-51; SL 2024-53) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through a Grant Agreement with the North Carolina Office of State Budget and Management (OSBM).

#### **2. Grant Awarded to the NC League of Municipalities.**

The Grant Agreement is identified as **Contract #44621**. This grant (OSBM Grant) enables the League to provide its municipal members with technical assistance for Hurricane Helene recovery efforts (Recovery Technical Assistance). The OSBM Grant is the source of funding for this Agreement.

#### **3. Status of the Parties.**

The undersigned Municipality is a beneficiary of the OSBM Grant. The service provider(s) retained by the League and funded by the OSBM Grant for the benefit of the Municipality are contractors (Contractors).

#### **4. Services Offered.**

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- a. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit A (and subsequent Exhibits, as applicable).
- b. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grant. The Municipality accepts the OSBM Grant pursuant to this Agreement.

#### **5. Additional Services.**

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement that, when executed by the Parties, shall become part of this Agreement.

#### **6. Term of Agreement.**

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion either party, or June 30, 2030, whichever occurs earlier; or (2) upon termination of OSBM Contract #44621 by OSBM.

#### **7. Termination of Agreement.**

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grant, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

#### **8. Duties of the Municipality.**

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements of Contract #44621, unless such information is otherwise confidential under applicable federal or state laws.

### **Article II. Scope of Funded Activities.**

### **1. Scope of Services; Fees; Prior Approval.**

Services provided pursuant to this Agreement and associated fees are set forth in the Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

## **Article III. Compensation.**

### **1. Payment of Funds.**

The League will pay the Contractor identified in Exhibit A (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

### **2. Invoices.**

Invoices for Contractor Services shall be submitted to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

## **Article IV. Compliance with Contract #44621 and Applicable Laws.**

### **1. Expenditure Authority.**

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grant, including, but not limited to, the following:

- 1) The Disaster Recovery Act of 2024 (SL 2024-51; SL 2024-53) and OSBM Contract #44621.
- 2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).
- 3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

- 4) If eligible, the Municipality shall:
  - i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
  - ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

## **2. Conflicts of Interest; Gifts & Favors.**

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from OSBM Grant funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

## **3. Records Retention and Access.**

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

## **4. Publications.**



Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Act of 2024 (SL 2024-51; SL 2024-53) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

## **Article V. Limitations of Liability**

### **1. Limitations of Liability.**

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit A (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

## **Article VI. General Conditions.**

### **1. Venue and Jurisdiction.**

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

### **2. Nonwaiver.**

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

**3. Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**4. Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

**5. Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

**6. North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

**7. E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

**8. Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with

the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. **Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

**NC LEAGUE OF MUNICIPALITIES:**

**MUNICIPALITY:**

**TOWN OF LAKE LURE**

\_\_\_\_\_  
a North Carolina municipal corporation

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rose Vaughn Williams

\_\_\_\_\_  
Name

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**ATTEST:**

\_\_\_\_\_  
City/Town/Village Clerk (or designee)

**Exhibit A**

Parker Poe will perform legal services as counsel to Members in regard to Recovery Technical Assistance issues, which will be limited to the purposes referenced in Session Law (S.L.) 2024-51.

The hourly rates for all Parker Poe attorneys will be **\$430** per hour. Parker Poe will utilize published rates for paralegals which range from **\$200 to \$300** per hour. Those rates will be in effect until modified by the firm in accordance with rate evaluations which generally take place on October 1st of each year. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Unless otherwise instructed in writing, Parker Poe will direct invoices via email to [DRinvoices@NCLM.org](mailto:DRinvoices@NCLM.org). Unless otherwise agreed to in writing between the firm and the League, legal services invoiced under this Agreement shall not exceed ten thousand dollars (\$100,000).

**Last Revised: 9/4/25**

**LAKE LURE TOWN COUNCIL  
REQUEST FOR BOARD ACTION  
Meeting Date: 9/5/25**

**SUBJECT:** Request for Town Council Approval to Re-Sand the Existing Private Beach  
Located at 259 North Shore Drive

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** \_\_\_\_\_  
**Department:** Community Development  
**Contact:** Mike Williams, Community Development Director  
**Presenter:** Mike Williams, Community Development Director

**BRIEF SUMMARY:**

Section 6-61(1) of the Town of Lake Lure Code of Ordinances states that any activity such as dredging or filling at or below the shoreline without written permission from the Town, or any land disturbance which alters the shoreline is prohibited. Dr. Hartmann of 259 North Shore Drive, (Feather Beach), has made a written request for approval from Town Council to re-sand the existing beach by pulling sand back up from the lakebed where it has been washed out from that North Shore Drive shore. This is a repeat of the re-sanding work requested and approved on March 14, 2023.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve authorization of written permission from Town Council to allow re-sanding the existing beach, by dragging eroded sand back up toward shoreline at 259 North Shore Drive, as described in applicant's written request.

**FUNDING SOURCE:** none

**ATTACHMENTS:**

Section 6-61(1) of the Town of Lake Lure Code of Ordinances; Dr. Hartmann's written request and plans

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends the authorization of approval from Town Council to allow this re-sanding of existing beach procedure at 259 North Shore Drive.

## Michael Williams

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**From:** Mike <poppamike@live.com>  
**Sent:** Wednesday, March 8, 2023 8:55 AM  
**To:** Michael Williams  
**Subject:** Fw: sand/sediment proposal  
**Attachments:** Dr. Hartmann sediment re-distribution drawing\_Feb 19, 2023\_0001.pdf; DSC08003.JPG; DSC08008.JPG; DSC08005.JPG; DSC08009.JPG

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**From:** Mike  
**Sent:** Sunday, February 19, 2023 4:46 PM  
**To:** rcarpenter@townoflakelure.com <rcarpenter@townoflakelure.com>  
**Cc:** Tom Hartmann <hanseatic@aol.com>  
**Subject:** sand/sediment proposal

9.2-25

Rick,

*to whom it may concern*

This email with attachments are meant to reiterate our conversation of last week.

My name is Mike Keys and I am a retired NC licensed building contractor and have been in the building trades since 1969. I live in Chimney Rock with my wife Penny and have for 41 years. We own property in Chimney Rock as well as in Lake Lure. I have known and worked for Dr. Hartmann for around 30 years and he has asked me to look into the following project.

With the lake at the present levels much of the lake bed is exposed. At Dr. Hartmann's place, at 259 North Shore Drive in Lake Lure NC, a very good deal of the sand/sediment which has eroded from the shoreline over the years lies exposed and well drained. I am requesting permission to push the sand/sediment back up in its original place to protect the shoreline and seawall from erosion. The erosion, as I understand it, is a natural process caused by wind and rain and by wave action.

This project would serve two purposes, both very important in my estimation. One would be to protect the footings of the seawall and sewer supports and two to keep sand/sediment from continuing further down into the lake where it can become a real problem.

I propose to use a small track machine and have access with no disturbance to the shore line. The closest point of the machine while working to the current lake level is 30' (+- 1'). There is to be no disturbance of the clay lake bed only to the sand/sediment deposited in the area shown on the drawing. I have included photos of the sand/sediment deposit and of the erosion to the seawall and sewer support and shore line. If you look closely you can see the wooden markers which represent the lower edge of the sand/sediment deposit.

You mentioned a workshop this coming Wednesday and if this project is to be discussed and you would like to have me present to answer any concerns not outlined above I would be happy to oblige. You may either email me at the above address or call or text me at 828-625-4191.

*Ha*

As stated in our conversation this morning, if I need to be at the town council meeting next week, I will be happy to attend. You can reach me at 828-625-4191 (talk or text) and at the email address on this email.

Thanks for your help in this matter,  
Mike Keys

Mike Keys has retired and I  
plan on engaging DALE SHIELDS  
for this project

Many thanks for your  
consideration

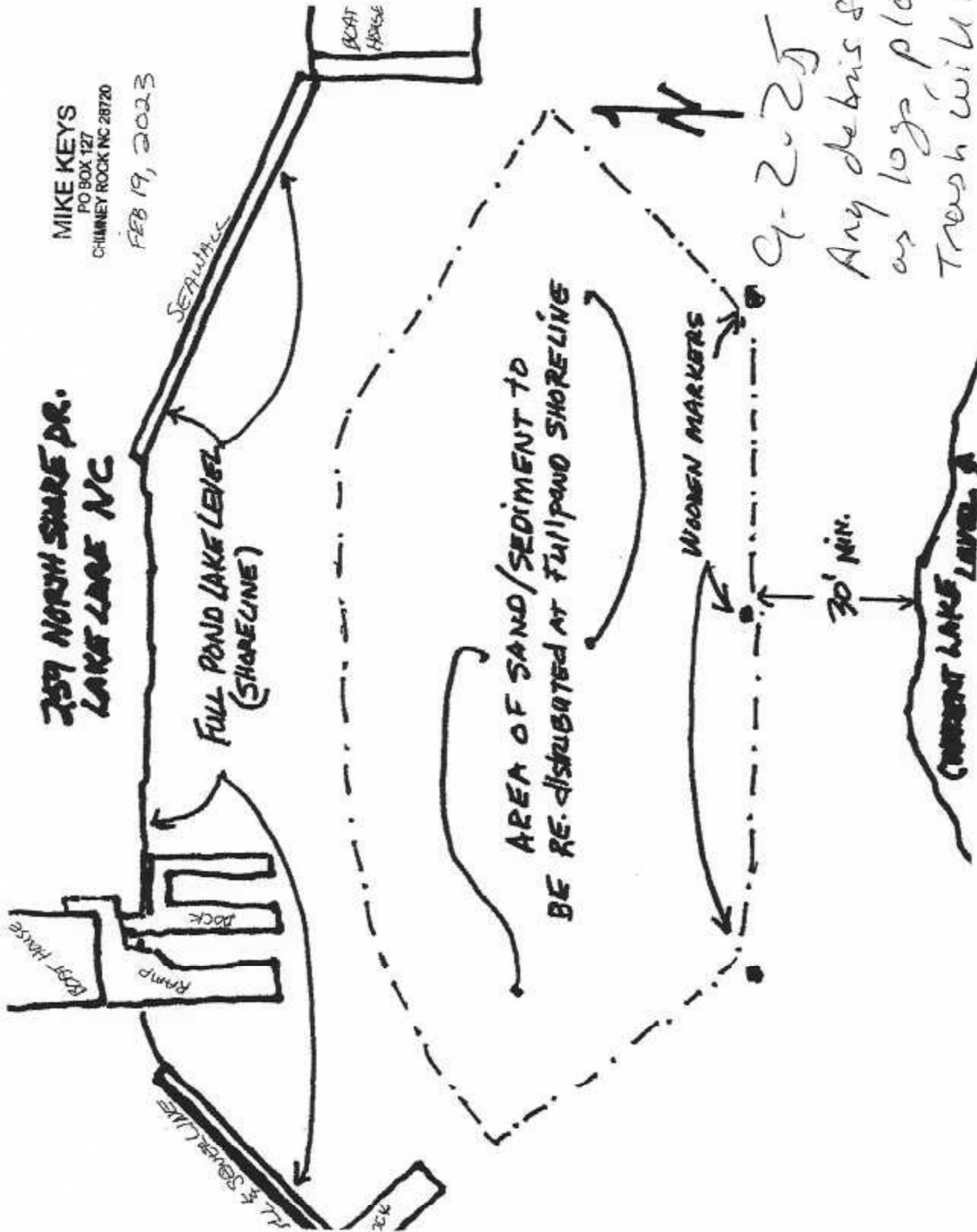
Don Hartman MD  
9.2.25

259 NORTH SHORE DR.  
LAKE LAKE NC

MIKE KEYS

PO BOX 127  
CHIMNEY ROCK NC 28720

FEB 19, 2023



9-2-25

Any debris such  
as logs, planks  
trash will be  
removed

Don Hartman MD  
259 N. Shore Dr



# **X.**

## **Storm Recovery Updates**

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: ~~July 14~~ , 2025**

**SUBJECT:** Storm Recovery Updates

**AGENDA INFORMATION:**

**Item Number:** X  
**Department:** Administration  
**Contact:** Olivia Stewman, Town Manager  
**Presenter:** Olivia Stewman, Town Manager

**BRIEF SUMMARY:**

Town staff will provide updates related to storm recovery. Frequent updates can be accessed on the Town's website at <https://www.townoflakelure.com>.

# XI.

## 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, ewillette@townoflakelure.com, at least one hour prior to the meeting.*

## **XII**

**Closed session to the agenda in accordance with G.S. 143-318.11(a) (5) for the purpose of discussing property acquisition and G.S. 143-318.11 (a) (3) for attorney client Privilege**

# **XIII.**

# **ADJOURNMENT**