

LAKE LURE TOWN COUNCIL MEETING PACKET

Wednesday, August 27, 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

Town Council Work Session and Action Meeting

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

Town Hall at the Landings



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Support for Rowing in 2026 (Page 6)**
- IV. Marina Boardwalk Request (Page 8)**
- V. Tree City Presentation (Page 13)**
- VI. Hager Strategic Solutions Updates (Page 23)**
- VII. Storm Recovery Updates (Page 25)**
- VIII. Fairfield Station Retrofits (Page 27)**
- IX. Discuss FEMA Alternate Project Possibilities (Page 33)**
- X. Discuss Revenue Opportunities (Page 41)**
- XI. Review Updated Draft of Sewer Capacity Allocation Policy (Page 45)**
- XII. Consider Approval of LaBella Task 27 for Boat Ramp at Rumbling Bald (Page 50)**
- XIII. Resolution No. 25-08-27 Amending the Personnel Policy (Page 54)**
- XIV. Resolution No. 25-08-27A Accepting “Round 3” Cash Flow Loan Three (3) Offer from the Office of State Treasurer for North Carolina (Page 59)**
- XV. Re-visit Discussion Regarding Dam Bridge Replacement (Page 71)**
- XVI. Resolution No. 25-08-27B Setting Public Hearing for Proposed Text Amendments (Page 73)**
- XVII. Discussion to extend Lake Structure Permits (Page 76)**
- XVIII. Town Manager/Project Updates (Page 80)**
- XIX. Public Comment**
- 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**
- XXI. Adjournment**

III.

Support for Rowing in 2026

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: August 27, 2025**

SUBJECT: Discussion and preparation for 2026 Rowing Teams use of Lake Lure

AGENDA INFORMATION:

Agenda Location:

Item Number: III

Department: Administration

Contact: Laura Krejci, Communications Director

Presenter: Town Council Discussion

Brief Summary: There have been discussions about the possibility of hosting rowing teams as one of the first public uses once Lake Lure reopens in 2026. It is noted that the lake does not have to be at full pond for rowing teams to practice; however, they will need an extended ramp in order to access to the water. The purpose of the discussion is to identify any steps necessary or preparation that is needed to support rowing teams in March of 2026.

Advance Approvals:

Not applicable

Request: Discuss and identify any actions that need to be taken to support rowing teams use of Lake Lure in March of 2026.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To be determined.

STAFF'S COMMENTS AND RECOMMENDATIONS: Identify any actions that need to be taken to support rowing teams use of Lake Lure in March of 2026.

IV.

Marina Boardwalk Request

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 12, 2025**

SUBJECT: Marina Boardwalk Request

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: **IV**

Department: Community Development

Contact: Mike Williams, Community Development Director

Presenter: Mike Williams, Community Development Director

BRIEF SUMMARY:

Mr. Sciandra will be presenting a project containing a boardwalk on Town property that would connect the new marina to the Lake House Restaurant.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

1. Review applicant's request & approve or deny.

ATTACHMENTS:

Site Plan provided by Mr. Sciandra

STAFF'S COMMENTS AND RECOMMENDATIONS:

Kimberly Martin

From: James Sciandra <jamessciandra@hotmail.com>
Sent: Saturday, August 16, 2025 6:49 PM
To: Richard Carpenter; Michael Williams
Cc: Kimberly Martin
Subject: Re: Boardwalk
Attachments: Boardwalk Approval 2025.docx

Hello Rick,

Thank you kindly for the information and the introduction with Mrs. Martin. I would like to go to the next available council work session on August 27th to formally request to connect the boardwalk from the new marina location to the Lakehouse Restaurant boardwalk. Attached is a letter from the Lakehouse Restaurant confirming their support to extend the boardwalk in from of their property. I will also ask Lewis if he is available to attend the meeting.

At our recent meeting at the new marina location to discuss the fuel system, you mentioned having some slips on the boardwalk section that borders the adjacent town property. After thinking on it, I feel it would be a good idea. If this is a real possibility, I would like to formally request that as it would help supply the current great need for slips on the lake.

Please let me know if you need anything else from me at this time. Once you confirm the meeting, I can make travel arrangements.

Gratefully,

James Sciandra

From: Richard Carpenter <RCarpenter@townoflakelure.com>
Sent: Thursday, August 14, 2025 1:58 PM
To: jamessciandra@hotmail.com <jamessciandra@hotmail.com>
Cc: Kimberly Martin <kmartin@townoflakelure.com>
Subject: Boardwalk

James,

If you want to go to the next available council work session (Aug 27th) you will need to submit a written request to our clerk (she is cc'd here) by next Wednesday. She will also need any documentation that you would like to submit for your request.

Cheers,

Rick Carpenter, CZO
Development and Environmental Review Specialist/Deputy Clerk
[Town of Lake Lure](#)
828.625.9983 EXT 107

8/15/2025

Lewis Bentley

LakeHouse Restaurant

1020 Memorial Hwy

Lake Lure, NC 28746

To Whom It May Concern,

Please let this letter serve as approval for James Sciandra and his construction crew too extend a boardwalk from the Lake Lure Life Marina docks to the LakeHouse Restaurant docks.

Please feel free to contact me if you need anything further.

Sincerely,

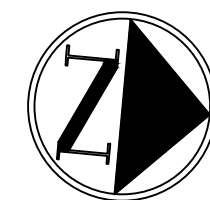
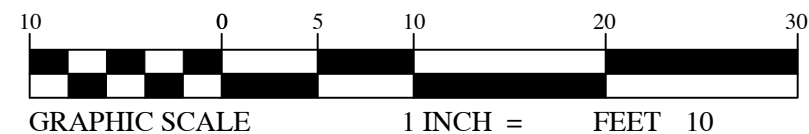
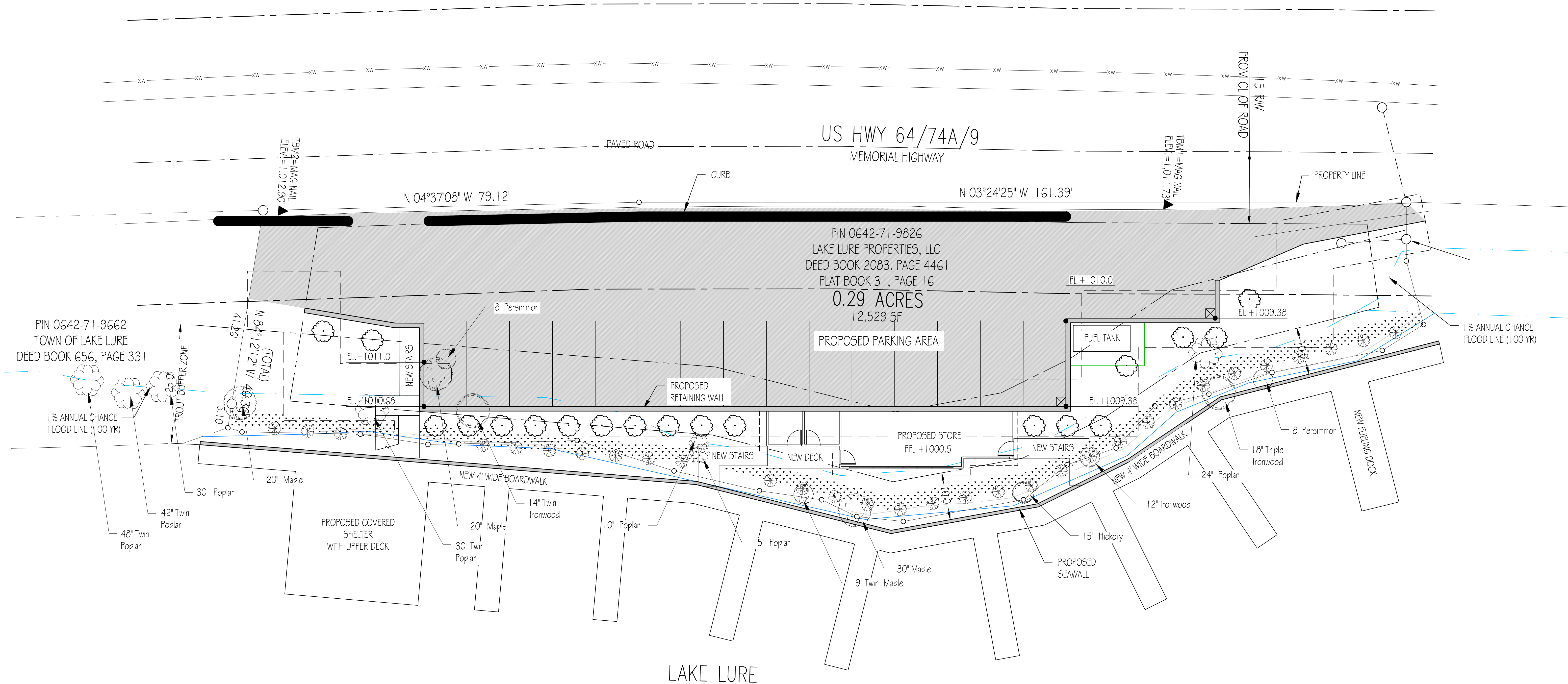
Lewis Bentley

Owner: LakeHouse Restaurant

828-289-5616

lewis@lakehouselakelure.com

Drawing name: Z:\2025\25068 - TRYON BAY LOT MARINA - SCANDRA- LAKE LURE\DWG\25068 - TRYON BAY LOT MARINA SITE 2.dwg Plotted on: Jun 17, 2025 - 3:48pm



REV	DESCRIPTION	BY	DATE
1			
2			
3			
4			
5			
6			

HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NORTH CAROLINA AS SIGNIFIED BY MY HAND AND SEAL.

CERTIFICATION

SITE PLANS FOR LAKE LIFE, LLC

SCIANDRA MARINA

MEMORIAL HIGHWAY, LAKE LURE, RUTHERFORD COUNTY, NC

SITE PLAN

Odom Engineering PLLC

169 Oak Street, Forest City, N.C. 28043
ph: 828.247.4486 fax: 828.247.4488
NC License # 44086

SCALE: AS SHOWN

DATE: 03/21/2025

DRAWN BY: ESB

CHECKED BY: DWO

PROJECT MGR: ESB

SHEET:

C-1B

V. Tree City Presentation

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Tree City USA

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: **V**

Department: Community Development

Contact: Richard Carpenter, Dev. and Environ. Review Specialist/Deputy Clerk

Presenter: Richard Carpenter, Dev. and Environ. Review Specialist/Deputy Clerk

BRIEF SUMMARY:

Development and Environmental Review Specialist Richard Carpenter has been in discussion with the North Carolina Forest Service regarding Tree City USA membership.

Per the Arborday Foundation, Tree City USA is an annual national recognition program designed to raise awareness of the value of community trees, set foundational standards for communities of all sizes, and celebrate community improvement.

The town already meets the majority of all requirements to become a Tree City. However, staff do have recommended alterations that would make the application process, and administration, more efficient.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Staff have met with our local urban forestry coordinator and have formed the following recommendations.

Recommendations:

1. Pass a resolution to pursue Tree City USA accreditation.
2. Provide an annual budget for tree plantings on town owned property.
3. Create a new, small, board of citizens to manage plantings on town property. Additionally, this board should be given the authority to hold alternative compliance hearings. These hearings would benefit the public and lessen the burden on the board of adjustment. This board would be staffed by the tree preservation officer.

ATTACHMENTS:

AIRF

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff believe that the Tree City & Bee City USA programs would benefit the town and residents. Partnerships with these organizations provide tangible benefits through planting partnerships and planting opportunities. Staff have been pursuing an ordinance revision to make the tree preservation/re-planting ordinance more functional for the public and town staff. These designations and an advisory board for alternative compliance would solve the issues I've been working to correct.



Town of Lake Lure: Tree City USA

Proposal for Tree City recognition



- ▶ Intent:

- ▶ Apply for Tree City USA recognition in Fall of 2026.
- ▶ Create a Tree City/Tree Preservation board.

Future Possibilities: Bee City USA recognition.

Basis for Tree City recognition



- ▶ Show residents the town is serious about tree preservation.
 - ▶ The town will meet and/or exceed the basic tree standards set within the ordinance.
- ▶ Allow more flexibility within our ordinance for zoning compliance. Alternative compliance through the tree board.
- ▶ Partnership with the North Carolina Forest Service.
- ▶ Town property enhancement.
- ▶ Positive externalities from increased tree plantings on park property.

Conditions:

- ▶ ***Tree board/departement:*** The town currently meets this requirement with our tree preservation officer.
- ▶ ***Tree care ordinance:*** The town's tree preservation/care portion of the zoning ordinance should suffice. The town has partnered with the state urban forest coordinator to ensure the ordinance meets tree city requirements.
- ▶ ***Budget:*** A community forestry program with at least an annual budget of \$2 per capita. Per Census Bureau, Population (2023) is 1,488. Minimum annual budget requirement: \$2,976

Conditions:

- ▶ ***Arbor Day Observance:*** An annual Arbor Day observance and proclamation are required.



Tree Preservation Board:

- Town oversight by tree preservation officer
- Similar in size to Board of Adjustment
- Act as alternative compliance board. This will allow flexibility within our ordinance for those property owners to avoid a trip to the BOA.
- Provide a permanent voting position for our only local non-profit environmental organization.
- The town will need to inventory existing resources (significant trees) and the board would provide recommendations on planting/management. CDD (Rick) completed an inventory of Morse park pre-Helene.

Additional Possibilities:

- ▶ Community involvement options:
 - ▶ Adopt-a-spot opportunities. This can be in the form of donating funds to maintain areas or the opportunity to adopt and physically manage a site (similar to community garden).
 - ▶ Possible small plot for tree propagation – tree giveaways for Arbor Day

VI.

Hager Strategic Solutions Updates

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Hager Strategic Solutions Updates

AGENDA INFORMATION:

Item Number: VI
Department: Administration
Contact: Mike Hager, Lobbyist
Presenter: Mike Hager, Lobbyist

BRIEF SUMMARY:

The Town works with Mike Hager of Hager Strategic Solutions for lobbyist services. Mr. Hager will provide a legislative update.

VII.

Storm Recovery Updates

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Storm Recovery Updates

AGENDA INFORMATION:

Item Number: VII
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>.

VIII.

Fairfield Station Retrofits

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Update Regarding Fairfield Station Retrofits

AGENDA INFORMATION:

Item Number: VIII
Department: Fire/Emergency Management
Contact: Dustin Waycaster, Fire Chief
Presenter: Dustin Waycaster, Fire Chief

BRIEF SUMMARY:

The Fire Department began operating out of the former Fairfield Volunteer Fire Station, now Lake Lure Station 2, in July. This followed the hiring of three additional employees, deemed necessary after Hurricane Helene. If awarded the SAFER grant, we plan to hire four more members. To accommodate these additional personnel at Station 2, the Town must retrofit the building to meet current codes and standards.

The total estimated cost for the retrofits is \$350,000. The Fairfield Volunteer Fire Department Board has pledged \$100,000 to assist with these upgrades. The Town also applied for funding through OSFM and has been awarded \$50,000, with the potential for additional funding in the future.

With the available funds, the Town intends to install a sprinkler system, estimated at \$120,000. Completing all remaining code-compliant retrofits is expected to cost approximately \$200,000. While we hope for additional OSFM grant awards, it is possible that the Fire Department may request a budget amendment to cover any remaining costs.

ENGLAND BUILDERS INC

GENERAL CONTRACTOR

260 BARNES ROAD, SUITE A

MARION, NC 28752

PHONE: 828 - 652 - 4067

E-Mail: info@englandbuilders.com

FAX: 828 - 652 - 5820

June 12, 2025

Project Name: Lake Lure Fire Department – Station Two Remodel

Project Address: 1415 Buffalo Creek Road, Lake Lure, NC 28746

Scope of Work

A. Interior Renovation and Layout Modifications

- Remodel the interior of existing building to create new:
 - One (1) Day Room
 - Two (2) Sleeping Rooms
 - One (1) Bathroom with ADA Shower
 - Kitchen and Dining Area
 - Laundry Area

B. Mechanical, Electrical, and Plumbing (MEP) Systems

- Modify existing plumbing and electrical systems to accommodate the new interior layout
 - New electric water heater included
 - ** option of on demand propane - \$3500**
- Kitchen appliances selected and separately purchased (by Owner)
- Install new HVAC unit to serve newly created rooms

C. Fire Protection System

- Install a new sprinkler system to provide fire protection for the building

D. Interior Construction and Finishes

- Construct new rooms using wood framing
- Finish interior walls with painted gypsum wall board
- Install “Class A” drop ceilings
- Insulate walls that are constructed adjacent to existing exterior walls
- Install luxury vinyl tile (LVT) flooring throughout newly created areas

E. Accessibility Upgrades

- Create a bathroom to meet current accessibility standards
 - Includes ADA accessible shower

F. Doors and Windows

- Install one (1) new exterior entry door to access the Day Room area
- Install one (1) fixed window in Day Room
- Install one (1) operable window in a sleeping room to meet egress requirements
 - * Second sleeping room already contains an exterior door for egress
- No additional exterior work is included in this proposal

Quality Assurance and Compliance

- Work to conform with current NC building codes
- Inspections to be coordinated with the local building authority

Responsibilities

- EBI to provide all necessary labor, materials, equipment, and site supervision
- Owner responsible for kitchen appliances

Project Cost

Total Cost of Project: \$ _328,000.00_____

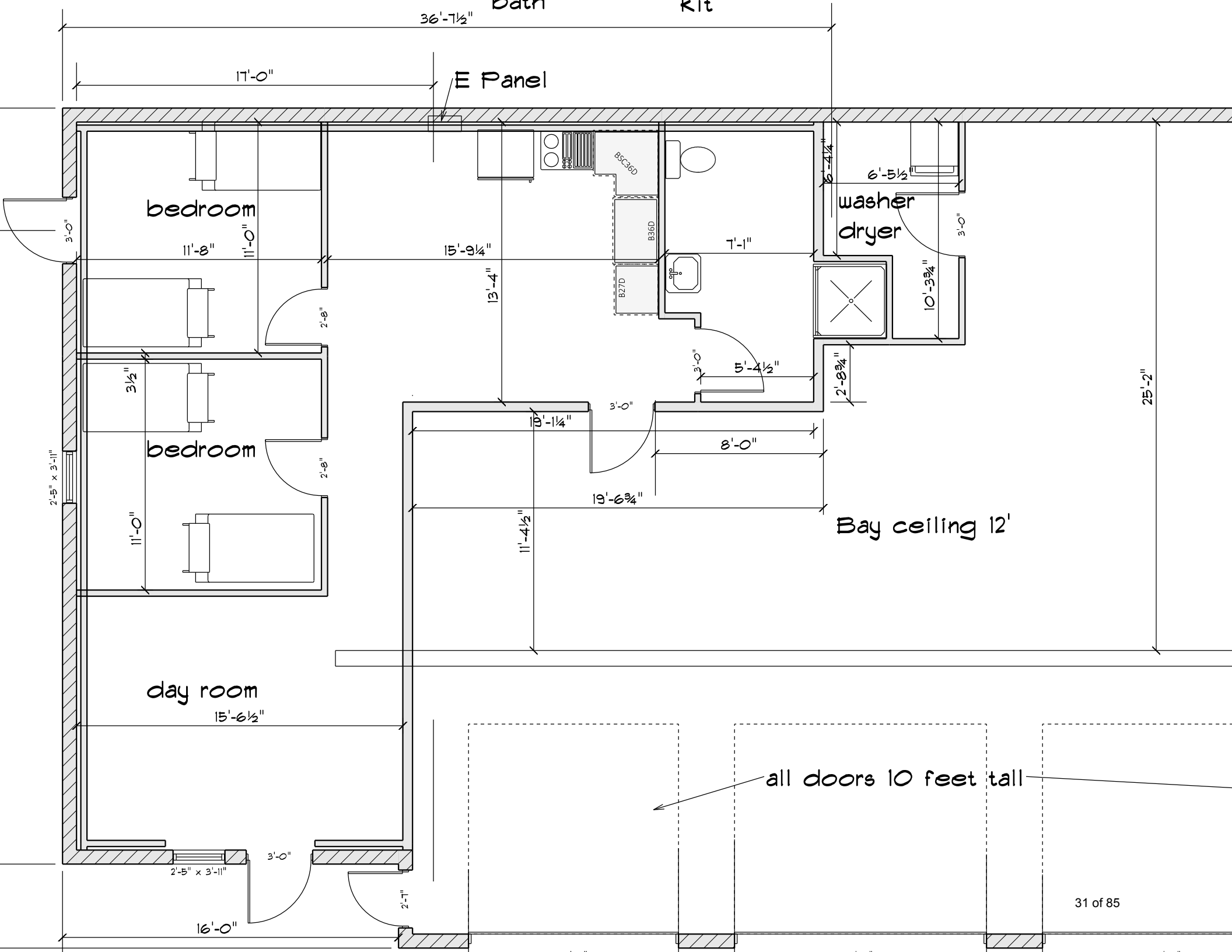
(Includes all labor, materials, equipment, and applicable taxes. Subject to final selections and any approved changes in scope.)

Attachments Included:

Proposed interior design - PDF

Exclusions

- No additional exterior work is included in this proposal
- All work not explicitly described in this scope will be considered outside the base contract and may be addressed through change orders if required



IX.

**Discuss FEMA Alternate
Project Possibilities**

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025

SUBJECT: Discuss FEMA Alternate Project Possibilities

AGENDA INFORMATION:

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

BRIEF SUMMARY:

FEMA's Section 428 Program refers to the Public Assistance Alternative Procedures (PAAP) for Permanent Work, authorized under Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This program allows for the replacement of systems in ways different from pre-disaster conditions or for completely alternate projects. It applies to large projects, and multiple projects within the same category can be grouped together to create a single large project. FEMA and the Town agree on a fixed cost offer, which cannot be amended once accepted. Eligible work includes Permanent Work (Categories C–G), such as roads, bridges, water control facilities, buildings, utilities, and parks; it does not apply to Emergency Work (Categories A–B). The program also allows for partial restoration work, and any funds remaining above the fixed cost offer can be used for other eligible recovery or mitigation activities. The deadline to accept fixed cost offers is March 28, 2026. While there is time to make a decision, Town staff would like to begin evaluating our options now. Town Manager Stewman has prepared a memo regarding initial possibilities.

ATTACHMENTS:

PAPPG Appendix M; 428 Program Memo

STAFF COMMENTS AND RECOMMENDATIONS:

See attached memo.



Office of the Town Manager

TO: Mayor and Town Council
FROM: Olivia Stewman, Town Manager
DATE: August 27, 2025
RE: Public Assistance Alternative Procedures for Permanent Work (428 Program)

FEMA's Section 428 Program refers to the Public Assistance Alternative Procedures (PAAP) for Permanent Work, authorized under Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This program allows for the replacement of systems in ways different from pre-disaster conditions or for completely alternate projects. It applies to large projects, and multiple projects within the same category can be grouped together to create a single large project. FEMA and the Town agree on a fixed cost offer, which cannot be amended once accepted.

Eligible work includes Permanent Work (Categories C–G), such as roads, bridges, water control facilities, buildings, utilities, and parks; it does not apply to Emergency Work (Categories A–B). The program also allows for partial restoration work, and any funds remaining above the fixed cost offer can be used for other eligible recovery or mitigation activities.

The deadline to accept fixed cost offers is March 28, 2026. While there is time to make a decision, I recommend that we begin evaluating our options now.

Pros:

Fixed funding amount provides certainty for budgeting.

Limited cost tracking requirements vs. Standard Procedures.

Flexible use of funds across eligible facilities.

Ability to consolidate projects, perform alternate work, or include hazard mitigation.

Applicants retain any cost savings to use on other eligible recovery or mitigation activities.

FEMA does not reclaim funds if the project comes in under budget.

Cons:

Applicants bear full responsibility if costs exceed the estimate.

Requires very accurate cost estimating upfront.

Flexibility may require careful project planning and coordination.

Mismanagement or poor planning could lead to underutilization of funds.

Some applicants may prefer traditional reimbursement if project costs are unpredictable.

Fixed funding may limit ability to respond to unforeseen challenges.

Some Initial Possibilities (items are color coated based on recommended action)

We could combine the following projects in each category to reach the large project threshold:

Category C

- Hydroelectric Plant Access Road
- Flowering Bridge Damage

Recommendation: Use funds to replace damaged assets with alternative methods or materials.

Recommendation: Allocate funds toward a higher-priority eligible project to maximize impact.

Category E

- Town-wide Vehicles Damages
- Consolidated Building Contents Damage
- Town Hall/Police Storage Shed
- Town Hall/Police Parking Area
- Town Hall/Police Generator
- Town Hall/Police Building Damages
- Marina Office Damages
- Gate House Beach Damage
- Change Building Beach Damage
- Community Center Damage
- Police Boat House Damages

Recommendation: Consider demolishing facilities and converting sites into greenspace; apply the remaining funds to higher-priority projects.

Recommendation: Complete desired repairs; any remaining funds may be applied to other eligible activities.

Recommendation: Use funds to replace damaged assets with alternative methods or materials that enhance resilience or efficiency.

For the Marina Office: Evaluate whether to replace like-for-like or pursue a redesigned solution to better meet future needs.

Category F

- Subaqueous Sewer System Damages
- Switchgear Building Damages
- Hydroelectric Generating Plant Damages

Recommendation: Use funds to replace damaged assets with alternative methods or materials that enhance resilience or efficiency.

Recommendation: Consider demolishing facilities and converting sites into greenspace; apply the remaining funds to higher-priority projects.

For the Hydroelectric Plant: Assess the value of rehabilitation versus demolition, considering limited revenue, lake level management, potential FERC requirements, and planned replacement dam. I contacted Schnabel Engineering regarding the need for the hydro facility for redundancy purposes. Per Schnabel, the hydro facility's ability to pass water is not critical enough to justify repairs solely for redundancy. While redundancy is generally beneficial, the hydro facility's output (~300 cfs) is relatively minor compared to the 3,000–5,000 cfs that can be passed through the tainter gate spillway (depending on gate position and reservoir level). Additionally, the low-level outlet (reservoir drain) can pass another 1,000–1,500 cfs. The only scenario where the hydro facility might be useful is if you need to pass base flow while keeping the tainter gates closed and the reservoir drain offline—possibly during an extension of the LLO pipe for a replacement dam. In regard to FERC, Schnabel explained that they are not sure if FERC would be triggered, but it is a possibility under certain circumstances.

Category G

- Weed Patch Mountain Trails Damages
- Morse Park Damages
- Buffalo Creek Park Damages
- Accretion Island and Drainage Canal Damages
- Lake Access Ramps Damage
- Lake Lure Beach and Water Park Damages

Recommendation: Complete repairs incorporating improvements or modifications; allocate any surplus funds to other eligible activities.

Recommendation: Consider replacing damaged facilities with alternative methods or relocating assets to more suitable locations.

For Lake Access Ramps: Determine whether to retain current locations or relocate based on future use and accessibility.

In summary, utilizing FEMA's Section 428 Program offers both opportunities and considerations. On the one hand, it provides flexibility to approach recovery projects in ways that best meet the Town's long-term needs, allows for potential cost savings, and can enable improvements or alternate methods rather than simply restoring pre-disaster conditions. On the other hand, it requires careful planning and decision-making, as the agreed-upon fixed cost offer cannot be amended and the Town assumes responsibility for any cost overruns.

This is intended as an initial conversation to explore possibilities, prioritize projects, and consider the best path forward. While we still have time, it is important to keep in mind that we must reach an agreement on a fixed cost offer by March 28, 2026. Early discussion and thoughtful evaluation will ensure that we are positioned to make informed decisions that maximize the impact of available funds while supporting the Town's recovery and future resilience.

APPENDIX M: ALTERNATIVE PROCEDURES FOR PERMANENT WORK

Alternative Procedures for Permanent Work under Section 428 of the Stafford Act is designed to achieve better recovery outcomes and simplify the delivery of assistance.

Objectives

- Focus on outcome-based recovery;
- Enable applicants to use funds in a manner that best meets their specific needs for recovery;
- Promote long-term resiliency;
- Improve future preparedness; and
- Simplify the delivery of assistance.

Benefits of using the Pilot

- No requirement to rebuild communities back to what existed prior to the disaster.
- Applicants can share funds across all Permanent Work Pilot Projects.
- Excess funds may be used to reduce risk and improve future disaster operations.
- Hazard mitigation funding may be added to Replacement Projects.

Project Requirements

- In order to receive the benefits:
 - ✓ The project must be a Large Project.
 - ✓ Applicants must accept a fixed cost offer.
- The fixed cost is based on the estimated amount to rebuild to pre-disaster design and function.
- FEMA processes any project that does not have a fixed cost accepted within 18 months of the declaration date using standard PA policies.
- FEMA will consider time extensions on a case by case basis.

The attached table summarizes the differences between the Alternative Procedures and standard PA procedures:

<i>Alternative Procedures</i>	<i>Standard Procedures</i>
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Alternative Procedures Projects.	Can only use funds toward the specific work identified in each specific Project.
After FEMA approves a SOW, FEMA only requires approval for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, FEMA requires approval for any change to the SOW.

Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Alternative Procedures Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific projects. Only need to substantiate that the work is related to the approved SOW covered in the Alternative Procedures Projects.	Must track all work to each individual project.

X.

Discuss Revenue Opportunities

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025

SUBJECT: Discuss Revenue Opportunities

AGENDA INFORMATION:

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

BRIEF SUMMARY:

As the Town continues navigating the lengthy recovery process, there are many unknowns regarding timing, costs, and available funding. Given this uncertainty, Town Management and Finance staff recommends beginning conversations with Council regarding opportunities to increase revenues moving forward. Establishing sustainable and diversified revenue streams will be critical for the Town's long-term stability. Town Manager Stewman and Director Ford have prepared a memo detailing revenue opportunities for consideration.

ATTACHMENTS:

Memo Regarding Revenue Opportunities for Consideration

STAFF COMMENTS AND RECOMMENDATIONS:

See attached memo.



Office of the Town Manager

TO: Mayor and Town Council

FROM: Olivia Stewman, Town Manager
Stephen Ford, Finance Director

DATE: August 27, 2025

RE: Revenue Opportunities for Consideration

As we continue navigating the lengthy recovery process, there are many unknowns regarding timing, costs, and available funding. Given this uncertainty, I would like to begin conversations with Council regarding opportunities to increase revenues moving forward. Establishing sustainable and diversified revenue streams will be critical for the Town's long-term stability. Below are several initial recommendations for consideration:

1. Boat Permits

- **Non-Motorized Boat Permits:** Reinstate non-motorized boat permits and explore adjustments of other boating permit fees for optimal revenue channels while also considering safety and management of the lake. The ridding of the of non-motorized permits (combined with realignment adjustments) resulted in a loss of approximately \$200,000 in revenue. In addition to the financial benefit, reinstating the program would also improve our ability to identify and contact boat owners, which proved challenging after so many were displaced during Hurricane Helene.

2. Facility Rentals

- Increase flexibility in Gazebo Rentals by offering half-day as well as full-day increments. Consider adjustments to fee. Evaluate associated fees. Provide more resources available for rental-(i.e. chairs, tables, etc.) and charge for set up fees as well.
- Explore opportunities for picnic areas and recreational facilities that could be offered as rentals (e.g. Picnic Creek Pool Park).

3. Parking

- Implement paid parking in the Morse Park and Town Center area with options for hourly or daily rates.
- Explore allowing overnight parking at designated locations, with an associated fee.

4. Sanitation Fees

- Consider implementing garbage collection fees or a hard trash disposal charge to offset rising waste management costs and associated labor for hard trash removal.

5. Utility Rates

- Review the water and sewer fee schedules, which have not been adjusted in five years, to ensure rates align with current operating costs and infrastructure demands that have been all affected by inflation.

6. Fire Tax Rate

- Raise the fire tax rate in the next budget year to support staffing needs and apparatus replacement, ensuring continued delivery of critical fire protection services.

7. Investment Fund Policy

- Consider passage of a formal investment policy that guides Administration and Finance to ensure maximum investment/interest earnings on held funds.

8. Event Fees

- Study future reviews and analysis from staff that details Town's expenses incurred to provide services and needs for Town events sponsored and offered by private groups. Consider fees and permits that absorb all costs related to such events

These recommendations are intended as a starting point for Council's discussion. I look forward to receiving your feedback and direction on how best to proceed in developing a comprehensive revenue strategy.

Thank you,

Olivia Stewman
Town Manager

XI.

Review Updated Draft of Sewer Capacity Allocation Policy

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Review Updated Draft of Sewer Capacity Allocation Policy

AGENDA INFORMATION:

Item Number: XI
Department: Public Services
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

In 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 is recommending 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 23rd Council work session and action meeting. Based on those discussions, the draft has been revised.

ATTACHMENTS:

Updated Draft of Sewer Capacity Allocation Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends discussing the updated proposed policy, finalizing it, and adopting it at the next regular meeting.

Town of Lake Lure Sewer Capacity Allocation Policy

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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.

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.

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:

- Large 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.
-

XII.

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

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Consider Approval of LaBella Task 27 for Deep Water Access Boat Ramp at Rumbling Bald

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Town is pursuing a deep-water access boat ramp that will allow equipment to be launched into the Lake at water surface elevations as low as 970. Coordination is underway with Rumbling Bald to extend the resort's existing ramp to the desired elevation. LaBella Task 27 includes processing the previously collected aerial survey data from the Lake's normal pool elevation down to approximately 963.0, which was the level exposed when the aerial imagery was taken. This survey mapping will form the design basis for ramp alignment and slope. No additional survey work above the normal pool elevation is included; readily available aerial or satellite imagery will be used in the design drawings for those areas. Geotechnical borings will be conducted to determine ramp structural design and stability requirements. Up to four borings, each approximately 20 feet deep, will be obtained. LaBella will prepare plan layouts and structural detail drawings for the concrete boat ramp and review them with the Town prior to final design. The ramp is expected to extend well into the Lake bottom due to the gentle slopes in the Rumbling Bald area. No special features, such as a bench or laydown area (previously considered for the Rock Crest Cove ramp), are anticipated. Permitting requirements will be identified, and LaBella will prepare and submit the necessary applications. A USACE 404 Permit and NC 401 Water Quality Certification are expected. The Town will be responsible for all permit fees, either paid directly or invoiced as pass-through charges if paid by LaBella. During construction, LaBella will assist the Town as needed by responding to requests for information (RFIs) and submittals, such as concrete mix design. Complete construction administration or ongoing construction observation is not anticipated. The lump sum fee associated with Task 27 is \$27,600, with an additional time and materials budget of \$15,000.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve LaBella Task 27 contingent upon entering into a use agreement with Rumbling Bald.

FUNDING SOURCE(S):

ARPA

ATTACHMENTS:

Proposed LaBella Task 27

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval and to allow the Town Manager to negotiate a use agreement with Rumbling Bald prior to signing the task order.

August 13, 2025

Dean Lindsey, Public Works Director
Olivia Stewman, Town Manager
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

**SUBJECT: Lake Lure On-Call Professional Services
Task 27 – Boat Ramp at Rumbling Bald**

Dear Dean & Olivia:

LaBella Associates appreciates the Town's confidence in us, and our continued working relationship with you. We have previously provided an engineering services agreement (Contract), and this work would be performed under that agreement. This proposal letter provides a scope of work and fee to provide the Task 27 deliverables as described below.

Overview

The Town seeks a deep-water access boat ramp which will allow equipment to be put into the Lake at water surface elevations as low as 970. The Town has coordinated with Rumbling Bald for extension of the resort's ramp to the desired elevation. The location of the existing ramp is indicated at right.

Scope

LaBella will prepare a design for the desired boat ramp, including:

- We will coordinate for processing of already-collected aerial survey up to the normal pool elevation of the Lake, down to the elevation that was exposed when the aerial imagery was collected (~963.0). This survey mapping will serve as the design basis for the ramp alignment and slope. No survey above the normal pool elevation is included, and readily-available aerial or satellite imagery will be used in the design drawings to show these areas.
- We will obtain geotechnical borings to determine ramp structural design / stability requirements. Up to four (4) borings each twenty (20) feet deep will be obtained.
- We will prepare plan layout and structural detail drawings for the concrete boat ramp. We will review the design with the Town before final design completion. The ramp is anticipated to extend fairly far into the Lake bottom given the gentle slopes located in the Rumbling Bald area. The ramp is not anticipated to have any special features (e.g., no 'bench' or 'laydown area' as was considered for the previously-contemplated Rock Crest Cove ramp).
- We will identify any permitting requirements, and prepare and submit required permit applications, and respond to comments from permitting agencies in order to obtain approval. We expect that a USACE 404 Permit and a NC 401 Water Quality Certification will be required. The Town will pay all permitting fees, or LaBella may pay them directly and invoice them to the Town as a pass-thru charge.
- We will assist the Town as-needed during construction by responding to requests for information (RFIs) or submittals (e.g., concrete mix design). Complete construction administration or construction observation **is not** anticipated.





Fees & Schedule

LaBella proposes to perform the services described herein on a combination Lump Sum / Time and Materials (T&M) basis as outlined below, with post-design services billed on an hourly basis at then-current contract rates, based on the Rate Schedule, the 2025 version of which is attached. Invoices will be payable within 30 days of receipt by the Town.

Task	Fee
Survey	\$7,700
Geotechnical Investigation	\$12,400
Design	\$7,500
TOTAL (Lump Sum)	\$27,600
Permitting & Agency Coordination	\$10,000
Construction Support	\$5,000
Additional Services (T&M budget)	\$15,000

Overall, the Project is anticipated to take between 6 and 7 months, depending substantially on permitting agencies and contractor availability. An approximate schedule is given below.

Milestone	Duration
Survey (Aerial Processing)	2 weeks after NTP
Geotechnical Investigation & Report	8 weeks after NTP
Preliminary & Final Design	10 weeks after NTP
Permitting	TBD - 60 days estimated
Construction Support	As-needed per Town

Brian Houston, P.E. will continue to serve as LaBella's Program Manager for this contract, providing direction and oversight for other staff and subconsultants assigned to specific tasks under this contract. Other staff assigned to this contract shall have appropriate experience for the assigned task.

If this proposal is acceptable to the Town, please sign below to authorize the scope defined in this proposal and return one copy to us. We appreciate the opportunity to continue our relationship with the Town of Lake Lure. If you have any questions or need additional information, please call me directly at (704) 249-8069.

Sincerely,
LaBella Associates, P.C.

Brian Houston, P.E.
Water/Wastewater Market Leader

Town of Lake Lure, North Carolina

By: _____

Authorized Signature

Title _____

Date _____

XIII.

Resolution No. 25-08-27 Amending the Personnel Policy

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Resolution No. 25-08-27 Amending the Personnel Policy

AGENDA INFORMATION:

Item Number: XIII
Department: Administration
Contact: Jennifer Duncan, Human Resources
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

The Town began using new dental, vision, and life insurance carriers at the start of this fiscal year, as the North Carolina League of Municipalities no longer offered these benefits through their organization. Our new carriers, the Hilb Group, have different terms regarding life insurance. Staff therefore recommends amending the personnel policy to reflect the provisions of the Hilb Group's policy.

Additionally, in an effort to enhance employee benefits, staff recommends that Council consider amending the personnel policy to provide the following: Employees of the Town who have completed a minimum of five (5) years of continuous service and who reside within Town limits would be entitled to one (1) free utility service hookup fee for their primary residence. This benefit is non-transferable and may be used only once during the term of employment. At the same time, staff also recommends adding language from the Lake Use Regulations regarding employee boat permit benefits to the personnel policy.

RECOMMENDED MOTION AND REQUESTED ACTION:

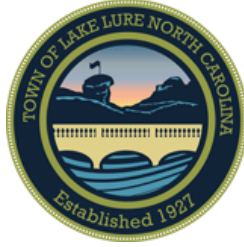
To adopt Resolution No. 25-08-27 Amending the Personnel Policy

ATTACHMENTS:

Resolution No. 25-08-27 Amending the Personnel Policy

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



RESOLUTION NO. 25-08-27

RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL AMENDING TOWN OF LAKE LURE PERSONNEL POLICY MANUAL

WHEREAS, the Town of Lake Lure has a Personnel Policy Manual that was adopted November, 2001, and has been subsequently amended; and

WHEREAS, the Personnel Policy Manual shall apply to conditions of employment of the employees of the Town of Lake Lure; and

WHEREAS, it has been recommended that Article XII ("Insurance/Retirement/Benefits"), Section 1 ("Insurance Benefits"), be amended; and

WHEREAS, the Town desires to further amend Article XII ("Insurance/Retirement/Benefits") to include an additional employee benefit providing a free utility service fee hookup for employees who reside within the Town limits and have completed at least five (5) years of continuous service with the Town;

NOW, THEREFORE BE IT RESOLVED, the Town of Lake Lure Personnel Policy Manual be amended a follows:

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

SECTION ONE. Personnel Policy Manual Article XII ("Insurance/Retirement/Benefits"), Section 1 ("Insurance Benefits"), is hereby amended as follows:

Section 1. Insurance Benefits

The Town offers group hospitalization, dental insurance, vision, and life insurance. Such provisions and costs shall be as determined by the Town Board and budgeted. The Town may make other group insurance plans for dental, vision, and life insurance available for its employees upon authorization of the Council. The Town's medical insurance is through the NC State Health Plan effective July 1, 2007 and the Town must abide by the NC General Statutes. Details of medical care coverage and benefits will be outlined for each employee by the administrative office on request.

Insurance benefits including health, dental, vision and life are paid for by the town for full-time employees working a minimum of 30 hours per week. Employees may elect to include

coverage for his or her family members at their expense. Benefits shall go into effect the first calendar day of the month of employment.

Health Insurance

(a) Retirees who were in the health insurance plan on or before January 1st, 2021 and otherwise eligible as determined by the North Carolina State Health Plan to remain on the State Health Plan as retirees:

Health insurance for eligible retirees who were covered by the North Carolina State Health Plan before January 1st, 2021 is provided by the 109 North Carolina State Health Plan. These health benefits will be in effect until Medicare eligible.

(b) Retirees who were in the town's health insurance plan on or after January 1, 2021 or otherwise determined ineligible by the North Carolina State Health Plan to remain on the North Carolina State Health Plan as retirees:

Health insurance for eligible retired employees who were in the health insurance plan on or after January 1, 2021 will be provided a health insurance plan comparable to the State Health plan after being on COBRA for eighteen (18) months after retirement. The Town will reimburse retiree for the cost of COBRA premiums paid for by the retiree. These health benefits will be in effect until Medicare eligible.

Dental, Vision and Life Insurance

Dental, ~~and~~ vision ~~and life~~ insurance is provided to eligible retirees at the same coverage level as regular employees. Life insurance is offered to retirees at a cap of \$5,000 and tiers down after the age of sixty-five. Retiree may elect to pay the premiums for dependents on vision and dental. This will be billed directly to retiree on an annual basis.

SECTION TWO. Article XII ("Insurance/Retirement/Benefits") is hereby further to include add Section 10 ("Employee Utility and Boat Permit Benefits"):

Section 10. Employee Utility and Boat Permit Benefits

- a. Employees of the Town who have completed a minimum of five (5) years of continuous service and who reside within the Town limits shall be entitled to one (1) free utility service hookup fee for their residence. This benefit is non-transferable and may be used only once during the term of employment.
- b. All Town employees shall be entitled to receive one complimentary seasonal water vessel permit. Only one complimentary boat permit is allowed, per household. All Town employees shall be considered residents for the purpose of renting a boat slip at the Town Marina.

SECTION THREE. This resolution shall be effective upon adoption.

READ, APPROVED AND ADOPTED this the _____ day of _____, 2025.

ATTEST:

Kimberly Martin, Town Clerk

Mayor Carol C. Pritchett

XIV.

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

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

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

AGENDA INFORMATION

Item Number: XIV
Department: Administration
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager (Support: Steve Ford, Finance Officer)

BRIEF SUMMARY:

Recently, Town staff received an email containing information related to an offer of \$200,000 in the form of a cash flow loan that is part of three rounds at this point of funding levels. All terms of the agreement and requirements are exact to the first two rounds of offers that have been accepted and approved in earlier actions by Council.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 25-08-27A Accepting the “Round 3” Cash Flow Loan for the amount of \$200,000

ATTACHMENTS:

Required submission documents provided by the Office of Treasurer of North Carolina for loan processing.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption and authorize Town Manager to execute any legal documents related to the loan application.

Finance Officer

**STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL
GOVERNMENTS**

LOAN AGREEMENT (ROUND 3)

BETWEEN

**THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE
TREASURER)**

AND

THE TOWN OF LAKE LURE, NORTH CAROLINA

Loan Round:	Round 3
Round 3 Loan Number:	Lake Lure-Round3Loan-34913
Round 3 Loan Date:	_____
Round 3 Loan Amount:	\$2,328,479.42

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:

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

1. EFFECTIVE TERM:

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

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$2,328,479.42** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

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

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$2,328,479.42**.
- f. As provided in the Authorizing Act:
 - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

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

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com	Jeff Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 410-3044 Email: helenecashflowloans@nctreasurer.com

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

5. MONITORING AND AUDITING:

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

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

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

6. SITUS AND EXCLUSIVE VENUE:

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

7. COMPLIANCE WITH LAW:

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

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 3 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 3 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 3 Loan Date; or (ii) June 30, 2030.

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

10. AMENDMENTS:

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

11. E-VERIFY:

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

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

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

13. SEVERABILITY:

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

14. ENTIRE AGREEMENT:

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

15. SURVIVAL:

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

16. EXECUTION AND EFFECTIVE DATE:

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

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

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

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

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

TOWN OF LAKE LURE, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Jeff Poley

Director of Disaster Services and Rural Economic Development

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 3 NORTH CAROLINA CASHFLOW LOAN AGREEMENT
AND PROMISSORY NOTE**

WITNESSETH:

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

WHEREAS, local governments wishing to participate in Round 3 of the Loan Program are required to execute a Round 3 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

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

1. That the Round 3 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

TOWN OF LAKE LURE, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:

Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

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

Finance Officer

PROMISSORY NOTE

Date: _____

Round 3 Loan Number: **Lake Lure-Round3Loan-34913**

Round 3 Loan Amount: **\$2,328,479.42**

The **Town of LAKE LURE, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 3 Loan Amount: **\$2,328,479.42**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 3 Loan Date**
- **10% of the Round 3 Loan Amount by June 30, 2027**
- **20% of the Round 3 Loan Amount by June 30, 2028**
- **30% of the Round 3 Amount by June 30, 2029**
- **40% (less \$1) of the Round 3 Loan Amount by the earlier of the fifth anniversary of the Round 3 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

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

TOWN OF LAKE LURE, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]

ATTACHMENT C

Rutherford County



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	
Recipient's Address, City, State, Zip:	
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	
Beneficiary Bank Routing Transit Number (RTN):	
Beneficiary Bank Account Number:	
Bank's Address, City, State, Zip:	
Information for the Beneficiary Bank, if applicable:	
I certify the recipient information and beneficiary bank information provided above is true and correct. I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted. No electronic signatures.	
_____ Recipient Official's Printed Name	_____ Signature
_____ Phone #	_____ Date
FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount: \$2,328,479.42	Contract/Reference Number: Lake Lure-Round3Loan-34913
Date Wire Processed:	Source: Tranche 2

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 • Fax: (919) 855-5809 • www.NCTreasurer.gov

XV.

**Re-visit Discussion
Regarding Dam Bridge
Replacement**

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025

SUBJECT: Revisit Discussion Regarding Dam Bridge Replacement

AGENDA INFORMATION:

Item Number: XV
Department: Fire/Emergency Management
Contact: Dustin Waycaster, Fire Chief
Presenter: Dustin Waycaster, Fire Chief

BRIEF SUMMARY:

The Town has previously discussed with NCDOT the replacement of the bridge currently located atop the Lake Lure Dam. The Town has supported the option of locating the replacement bridge on top of the new dam. NCDOT's primary concern with this option is the timeline for dam replacement.

Town staff and engineers held a follow-up meeting with NCDOT to discuss this option further, as well as the alternative of a replacement bridge downstream. Staff requests Council deliberation on this matter. Town Manager Stewman has compiled the following notes for consideration of each option:

Replacement Dam

- Timeline for dam replacement is uncertain and likely longer than the downstream option.
- Least impact to property owners.
- Increases dam costs and adds some design complexity.
- NCDOT would cover upfront engineering and construction costs, but the Town would be responsible for execution; any overages beyond NCDOT estimates would be the Town's responsibility.
- Town would maintain the replacement bridge.
- Eliminates an additional construction site and related delays.

Downstream

- NCDOT concerned with challenging slope and terrain.
- Right-of-way process would be required.
- Could impact design of the replacement WWTP, though NCDOT stated that they likely coordinate with the Town.
- Likely faster depending on dam funding.
- Greater impact to property owners.
- Town would not be responsible for maintenance after completion.

XVI.

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

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025

SUBJECT: Resolution No. 25-08-27B Setting Public Hearing for Proposed Text Amendments

AGENDA INFORMATION:

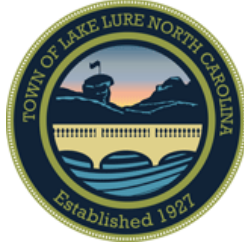
Item Number: XVI_
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Community Development staff and the Zoning and Planning Board have made recommended text amendments to the ordinance. Below is a brief description on each amendment.

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.

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 provides 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 are is not increased, and the sign complies with the local development rules in place at the time the sign was erected. Also, 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. Staff and the Board recommended incorporating the State changes into the Town’s Sign Regulations.



RESOLUTION NO. 25-08-27B

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL SETTING PUBLIC
HEARING FOR SEPTEMBER 9, 2025 TO RECEIVE COMMENTS REGARDING
PROPOSED TEXT AMENDEMENTS**

WHEREAS, the Town staff and the Zoning and Planning Board have provided the Town Council with recommended text amendments to Code of Ordinances to Section 36-5 and 36-64(c) North Carolina General Statutes; and

WHEREAS, the Town staff and the Zoning and Planning Board have provided the Town Council with recommended text amendments to Code of Ordinances to Section 36, Article XI of the North Carolina General Statutes; and

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

NOW, THEREFORE BE IT RESOLVED, that the Town of Lake Lure will hold a public hearing, in accordance with North Carolina General Statutes, during its regular meeting on September 9, 2025 beginning at 5:00 p.m. or shortly thereafter at Town Hall at The Landings to receive comments in regard to Proposed Text Amendments.

READ, APPROVED AND ADOPTED this the 27th day of August, 2025.

ATTEST:

Kimberly Martin, Town Clerk

Mayor Carol C. Pritchett

XVII.

Discussion to extend Lake Structure Permits

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Discussion Regarding Lake Structure Ordinance

AGENDA INFORMATION:

Item Number: _XVII_
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

The Zoning and Planning Board has reviewed and approved staff recommendations regarding Sections 6-49(c) and 6-52(d) of the Town Code of Ordinances, for the purpose of mitigating the effect of the inaccessibility of the lake (due to Helene recovery) on Lake Structure permit expirations. 6-49(c) states that lake structure permits expire after 6 months if construction has not begun, as well as after any 12 consecutive months of no construction activity. We've already had about 11 months of inability to access the lake for purposes including removal of demolition debris or bringing in materials for repairs or rebuilding. That situation has created a reluctance for owners or contractors to act on obtaining a permit based on the concern it would expire before they are able to access the lake. 6-52(d) states that reconstruction of lake structures shall be begin within 18 months from the date of condemnation, collapse, or destruction. For Helene damaged lake structures, 11 of the 18 months are already passed. Zoning and Planning Board made the recommendation to extend the expiration date for Lake Structures to the end of 2026, and to extend the approved start of reconstruction of condemned, collapsed or destroyed lake structures until the end of 2026.

ATTACHMENTS: copy of Sections 6-49(c) and 6-52(c).

Sec. 6-49. Permit to construct.

- (a) No structure of any kind, whether stationary, floating, or access ramp, or fuel dispensing system for boats, shall be constructed or installed before having first made written application for and obtained from the lake structure administrator a lake structure permit. A building permit must be obtained from the county building inspector except for structures installed rather than built (such as umbrellas, awnings, canopies, or moored inflatable platforms), so long as these structures do not exceed 150 pounds in total weight. Upon application for a lake structure permit, the applicant shall present to the lake structure administrator the following information and materials. The application and all plans shall be signed and dated by the property owner. Additional restrictions and regulations apply to commercial lake structures, cluster mooring facilities and marinas. Please see sections 6-58 through 6-60 for information regarding the permit to construct these types of lake structures.
- (1) Plans, drawn to scale, showing the location of the proposed installation with respect to the shoreline and the boundaries of the upland lot to which it is adjacent.
 - (2) A map of the measurable shoreline of upland lot showing the shoreline length.
 - (3) Plans certified by a licensed architect or engineer in accordance with the state code, drawn to scale, showing the height, length, width and configuration of the proposed installation. Excluded from this requirement are structures installed rather than built (such as umbrellas, awnings, canopies, or moored inflatable platforms) so long as these structures do not exceed 150 pounds in total weight.
 - (4) Whether covered or uncovered (enclosed or open).
 - (5) Specified materials for use in construction or installation.
 - (6) Water depth at the farthest point of projection.
 - (7) Distance from the farthest point of projection to the opposite shore.
 - (8) Proof of liability insurance (see section 6-50).
 - (9) Documents showing approval of fuel storage and dispensing systems from any appropriate federal, state and local agencies, if required.
 - (10) In the case of a boathouse, proof of ownership of a residence or residence under construction on the upland lot or an adjoining lot. This is not required for any other lake structures.
 - (11) Plans for the construction of a sea wall (if required) must be accompanied by all required permits (e.g., North Carolina Division of Water Quality, Army Corps of Engineers, North Carolina Game and Wildlife, etc.). The applicant is responsible for separately securing required permits from the applicable county, state, or federal agency.
 - (12) The application fee, the amount of which shall be established by the town council. Failure to obtain a required permit prior to commencing work shall subject applicant to double application fee.
 - (13) A deposit of compliance that is refundable if the structure receives a lake structure certificate. The deposit of compliance shall be a certified or cashier's check for \$500.00 for any structure or alteration costing more than \$1,000.00 and less than \$5,000.00 or \$1,000.00 for any structure or alteration costing more than \$5,000.00.
- (b) Dimensional and structural guidelines are provided in section 6-51 and in the town standards, specifications and details for construction.
- (c) Construction pursuant to the issuance of a lake structure permit must commence within six months of approval and may not, thereafter, cease for a period of 12 consecutive months or the permit shall become invalid. If the structure for which a permit was approved has not received a lake structure certificate within two years after the date of approval, the applicant shall be required to renew the permit and comply with all regulations in effect on the date of renewal.

- (d) The final approval of the construction shall require an inspection and certification by the lake structure administrator that the structure was built substantially in accordance with the approved plans. Where plans submitted for a dock, pier or boathouse show that any portion of the new structure or addition to an existing structure will be within 20 feet of either side lot line as extended into the lake or within five feet of the maximum distance the structure is allowed to extend into the lake, a survey prepared by a registered land surveyor or civil engineer shall be made to ensure that the proposed structure has been located as shown on the approved plans. The survey shall also indicate the location of roof overhangs, decks, and any other appurtenances that extend beyond the walls of any boathouse. This survey shall be submitted to the lake structure administrator for review. The lake structure administrator shall have the authority to require a survey where there is a question regarding the location of a new sea wall in relation to the approved plans. All approved structures, upon final inspection, shall be issued a lake structure certificate and tag. Upon issuance, the tag shall be attached to the structure to indicate it is an approved structure.

(Code 1989, § 94.03; Ord. of 8-9-1994; Ord. of 2-12-2002; Ord. of 7-11-2006; Ord. of 9-12-2006; Ord. of 8-14-2007; Ord. of 10-13-2009)

Sec. 6-52. Repair, reconstruction, and removal of structures.

- (a) Internal, external, and cosmetic repairs do not require a lake structure permit, unless a county building permit is required. It is the property owner's responsibility to determine if a county building permit is required for the work being performed.
- (b) Minor structural repairs and replacements may be excluded from the requirement that plans be professionally sealed if presented plans are approved by the Lake Structure Administrator as sufficient to justify the applicant's assurance of structural integrity of the project.
- (c) Structural repairs and reconstruction of lake structures require a lake structure permit as described in section 6-49 before any work is performed. A survey shall be required, and must accompany the application for all structural repair and reconstruction endeavors that affect the physical location, outer dimensions (height, length, width), projection into the lake, or setbacks of a lake structure. A county building permit may also be required depending on the nature and extent of the work.
- (d) Reconstruction of lake structures shall be permitted as described in section 6-49; shall begin within 18 months from the date of condemnation, collapse, or destruction; and shall meet the following requirements:
- (1) The original structure may be replaced with a like structure, not necessarily of the same dimensions, (i.e., a dock with a dock, a boathouse with a boathouse) and shall not include living quarters over the water.
 - (2) Height and projection into the lake meets current standards as described in section 6-51.
 - (3) The number of permanent moorings meets current standards as described in section 6-51.
- (4) The distance from the lake structure to the projected upland lot property lines, if less than 15 feet, shall be no closer to the projected lot line than the structure being replaced and shall not encroach on or over projected property lines.

XVIII.

Town Manager/Project Updates

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: August 27, 2025**

SUBJECT: Town Manager/Project Updates

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town Manager Olivia Stewman will provide Council with project and any other updates that are not included on the meeting agenda. Council will also have the opportunity to ask any questions.

ATTACHMENT(S):

July Town Manager/Project Updates

August Work Session and Action Meeting Town Manager/Project Updates

Dam:

Schnabel Engineering has completed coring at the dam, finalizing their field work for the FY21 High Hazard Potential Dam grant investigation. Laboratory testing is nearly complete, with only the final round of rock testing outstanding. At the same time, Schnabel is preparing the geotechnical data report and design considerations memo. Draft deliverables are expected to be provided to the Town in early September. We anticipate receiving the FY22 grant contract immediately following completion of the current field investigation project in September. In addition, we hope to be awarded the FY24 project for detailed design upon completion of the 30% design phase. We will continue to pursue this path, as FEMA has not yet made any determinations on the dam related to Public Assistance.

Sewer:

The Town is still awaiting final approval from DEQ on the amendment to the ER/EID. Conversations on this matter are ongoing while design work continues in support of the project. FEMA has not yet issued any determinations, but we continue to work closely with them and our engineers to substantiate storm-related damages. At the same time, we are monitoring the system for additional impacts related to lake restoration work following the storm.

The West End Sewer Restoration Project remains in progress to reestablish service for properties west of the Memorial Bridge that have been without utilities since Tropical Storm Helene. The electrical inspection with the County is expected to be completed the week of August 18th. Following this inspection, Duke Energy will complete the necessary installation to apply power to the station. The generator is scheduled for startup on August 25th, with the pump station startup to follow on August 27th. Once certification from the pump station startup is received, most customers should have their utilities restored. Design work is also underway for the line along Memorial Highway to connect a few remaining customers, who are not expected to be far behind those anticipated to have service restored on the 27th.

Cell Tower:

Construction of the cell tower is still anticipated to begin on August 25th.

Boys Camp Road Permanent Bridge:

Design work is ongoing for the permanent replacement bridge on Boys Camp Road. Final design is anticipated to be completed in October, after which the project will move into the bidding phase for construction.

Lake Lure Flowering Bridge Demolition:

Mitch Contracting began the demolition of the Flowering Bridge. Mobilization began August 18th, with the contractor salvaging requested items that same day. The project should proceed steadily over several weeks with minimal congestion, as ingress and egress are through the riverbed and truck traffic from this project is limited.

Marina Replacement:

Town staff is currently preparing an RFQ for the replacement Marina in anticipation of FEMA project funding. Since the RFQ must be advertised for several weeks, we are acting proactively to begin the project as soon as funds are obligated. This project is a crucial part of both our community and local revenue.

Comprehensive Plan:

The Comprehensive Plan Steering Committee will hold its second meeting in September. This meeting will help prepare for the public input phase of the project, which is still projected to begin in October.

Microsoft 365 Migration

The Town has been in the process of migrating to Microsoft 365. This change will provide improved accessibility, better performance, and enhanced security for the Town. The migration is scheduled for the weekend of August 23rd, and the Town's IT providers will be on site to assist with any troubleshooting needed on the following Monday. We appreciate your patience as we navigate this transition and hope that it proceeds smoothly without any issues.

XIX.

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.

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

XXI.

ADJOURNMENT