

**LAKE LURE TOWN COUNCIL
REGULAR MEETING PACKET**

Tuesday, December 14, 2021



**Mayor Carol C. Pritchett
Mayor Pro Tem John Moore
Commissioner Patrick Bryant
Commissioner David DiOrio
Commissioner John Kilby**

TOWN OF LAKE LURE

Town Council Regular Meeting

Tuesday, December 14, 2021 - 5:00 PM

Lake Lure Municipal Center



Agenda

I. Call to Order

II. Agenda Adoption

III. Mayor's Communications

IV. Town Manager's Communications

V. Council Liaison Reports and Comments

VI. Presentations

A. Audit Presentation

VII. Changing of the Guards

A. Awards of Appreciation to Outgoing Council Members - John W. Moore and John Kilby

B. Oath of Office - Mayor Carol C. Pritchett

C. Oath of Office - Commissioner Scott Doster

D. Oath of Office - Commissioner Jim Proctor

VIII. Fifteen Minute Recess

IX. Public Comment

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

X. Consent Agenda

A. Approval of the November 9, 2021 Regular Meeting Minutes and the December 1, 2021 Special Meeting Minutes

B. Budget Amendment #318

- B. Budget Amendment #318
- C. Dredging Grant Resolution No. 21-12-14
- D. Dredging Project No Conflict of Interest Certification

XI. New Business

- A. Adoption of the 2022 Town Council Meeting Schedule
- B. Assigning Council Liaisons
- C. Advisory Board Terms
- D. Appointing Mayor Pro Tem
- E. Cell Tower Ground Lease Agreement with Tillman Infrastructure
- F. TDA Appropriation Approval
- G. Selection for Design-Build Services - Subaqueous Sanitary Sewer Replacement
- H. Green Space Name and Signage Requests
- I. Ordinance No. 21-12-14 - An Ordinance Amending Chapter Four of the Town of Lake Lure Code of Ordinances for the purpose of adding Lake Lure Greenspace to the inventory of locations specified under Section 4-2(c) in which the Town requires dogs to be properly restrained by a leash.

XII. Closed Session

- A. *In accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims*
- B. *In accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters*

XIII. Adjournment

III
Mayor's
Communications

IV

Town Manager's Communications



Town Manager / Town Clerk November Report – Completed December 8, 2021

Below are the November highlights from the various departments.

Public Services – The oversight of public works, dam/hydro, and wastewater treatment plant was consolidated resulting in the creation of Public Services Director and Dean Lindsey was appointed to the position. In terms of dam/hydro/WWTP, the Town generated \$42,270.62. Various projects are scheduled for maintenance and improvements. Additionally, day-to-day public services duties were completed successfully. The following accomplishments were achieved in November:

- Successful drainage and reconditioning of the elevated water tank – completed by Southern Corrosion (November 8-16)
- Leaf clean-up was completed

Community Development – RVR's have continued to increase with a total of 452 to date. There were 9 CZC's issued in November. The department issued two land disturbance permits. Additional community development statistics can be found in the department report. Top projects/activity updates:

- **Lake Structure Tag Maintenance Program** - visual inspections were completed from boat of all lake structures within “first priority area” (Phase 1 of Town’s Sewer Project), and structure photos were taken. Working on post-inspection communications to property owners and follow-up inspections of about 5 properties containing structures identified as potentially “Bad Condition/Hazard”. Also working on cataloging lake structure photos.
- **Town Park / Cell Tower Project** - Town Council approved Master Plan with park and tower, zoning text amendment to address fall-zone setbacks for towers and rezoning of Boys Camp parcel to GU (Government Use). Met with contractor and tower applicants to refine lease proposal for submission to Town Council for approval (tentatively at December 14 meeting). Working with contractor to finish zoning permits for review and approval.

Fire / Emergency Management – Chief Waycaster facilitated 429 hours of training for his staff in the month of November. The department answered 17 calls and wrote 14 burn permits. Compared to previous months the calls have increased as tourists and second home owners are

back in Town. This should begin to drop off. Three notable accomplishments (many additional accomplishments can be found in the individual department report):

- International Trauma Life Support training was completed.
- Completed the annual inspection of all fire hydrants in the Town's response area
- Hosted and held the Hazmat Training Course on November 4th.

Police – Chief Humphries had 312 police activities for the month of November and a breakdown of this total can be found in the Police Department Report. A total of nine citations were issued and one arrest was made. Top three accomplishments:

- Coordinated with Lake Lure Classical Academy to host Raptor Roundup.
- Assisted with the Lighting up the Gorge event.
- Officers qualified during yearly Firearms Certifications. Officer Tyler Dills was awarded Top Gun with the highest score of 99.

Parks, Recreation & Lake – Director Dean Givens and Parks & Trails Coordinator Dana Bradley have accomplished and oversaw various projects and day-to-day operations. Coordinator Bradley has facilitated a total of 119.5 volunteer hours. Top three projects/activities updates:

- Dredging – Complete until lake returns to full pond. We were successful in spending the dredging grant funds, and will be reapplying for 2022
- Island Creek Road Spoils Site – Working on permitting
- Deepwater Launch – Waiting on one final permit

Finance – Finance Director Sam Karr is continuing to train Assistant Finance Director Stephen Ford. Wendy Terry is continuing to learn the duties of Administrative Support Specialist. We are 17% into the new fiscal year and spent 42% of our general fund budget and 22% of our W/S budget. Director Karr reported that property tax revenues are continuing to flow in, financing proceeds will be paid out next month excluding police vehicles, GF revenues and expenditures are on our pro rata schedule, W/S revenues are continuing to be set aside and are at estimates for the year. Additional information can be found in the finance department report.

Communications – Communications Specialist Krejci has provided detailed website, social media, communications, grants, and events/ community outreach in the Communications Department Report. Top projects/activities are:

- Website/Social Media – Continuously working to inform citizens of town news, events, announcements, etc. via the town website and Facebook page.
- Communications – Communicating important lake drawdown schedule and project information, updating/following comprehensive communication plan, and working to develop a new orientation video for the town website.
- FEMA Grants – Pursuing new ones and administering existing ones. Updates can be found in the Communications Department Report.

- Events / Community Outreach – Veterans Day program, Lighting Up the Gorge, Lighting Up Lake Lure, etc.

Administration – Below is an abbreviated summary as to where we are on the following projects:

- The NC Budget was passed and the Town of Lake Lure is in the State budget for 24 million for the dam and sewer projects.
- Manhole rehabilitation project is scheduled to start the first week of December

Manager’s November Activities

- Began roll as acting town manager, November 17
- Continued Town Clerk duties and delegated board minutes to various staff, November 17-30
- Discussed a tentative sewer replacement schedule with Brian Houston, November 17
- Attended quarterly Mayor-Manager meeting with Mayor Pritchett, November 18
- Held meeting with department heads, November 22
- Signed LaBella Task 2 and Task 6 amendments, November 22
- Attending meeting with CDD, Finance, and Tillman Infrastructure to discuss lease options for the cell tower, 11/30



Interim Town Manager



Date



Department: Public Works

Report Date:		Prepared for:
November 2021		Town Manager

ACCOMPLISHMENTS

1. **Nov 8 - 16 Successful drainage and reconditioning of the elevated water tank. Completed by southern corrosion.**
2. **Nov - Blew leaves off of roads throughout town**
- 3.

FOLLOW UP

- 1.
- 2.
- 3.

• **OTHER**

Nov 1 - 4 - read water meters throughout town

Nov 3 - fixed water leak at 2948 memorial highway

Nov 5 - fixed pump #2 at the lift station. Cleaned up overhanging tree on the end of mark twain.

Nov 6 - Cleaned up all dumped garbage at the upper lot at public works. Placed it in the dumpster for removal.

Nov 12 - Got together with zoning for the washout on Burnt Ridge. Met with Tim on Nov 24th so he can quote the job.

Nov 9th - Paperwork for state. Collected and delivered samples to ets Asheville.

Nov 15 - Repair on road blower. Got the Colorado ready for placement on Gov deals and gave the paperwork and truck to Kat. Started on the tapping project for new service on the Morton property.

Nov 17 - Had to call 811 for locate on tapping of the new service line at Morton Property. Project put on hold till locate.

Nov 18 - Hung file holders for Kat and key box for Wendy. Removed hanging/fallen tree from access road to firefly well house. Installed culvert pipe on Sheridan Lane. Filled 5 chlorinators and fixed one chlorinator line.

Nov 19 - Put up snowflakes all throughout town.

Nov 22 - Water dept - Finished up end of month reports for the state. Fixed chlorinator at firefly wellhouse.

Nov 23 - Put lights on the Christmas tree with Jeff from the chamber. Winterized beach house #2.

Nov 29 - winterized beach #1. Started cleanup on the ditches at Boys Camp rd.

Nov 30 - cleaned up the rest of the ditches on Boys Camp, removing a full dump truck load of debris



NAME: DEAN LINDSEY

Department: HYDRO/DAM/WWTP



REPORT DATE:

CLOSE OUT MONTH:

PREPARED FOR:

01 December 2021

November 2021

Town Manager

I. REVENUE

Top 5 Months of Revenue			
Rank	Year	Month	Revenue
1	2016	January	\$124,215.00
2	2013	July	\$114,057.00
3	2013	August	\$109,521.00
4	2019	January	\$108,199.00
5	2019	February	\$107,935.00

2021-2022 Budget Year Revenue Red Denotes Off Peak Months		
July	392,317 KWH	\$33,765.71
August	435,040 KWH	\$32,829.40
September	519,541 KWH	\$42,545.78
October	802,011 KWH	\$46,696.27
November	736,857 KWH	42,270.62
December		
January		
February		
March		
April		
May		
June		
TOTAL:		\$198,107.78

II. GENERATOR RUN TIMES & LAKE LEVELS

- Generator # 1 (Small Unit) = 300 Hours
- Generator # 2 (Big Unit) = 20 Hours
- Minimum Recorded Lake call in Level = 34.00 Inches
- Max Gate Opening = 1 Feet Cumulative (Daily Maintenance)

- The Weather was cooperative with our run schedule.

IV. SCHEDULED MAINTENANCE AND IMPROVEMENTS

- Continued Cleaning at WWTP to remove obsolete items.
- Prepping parts for WWTP Mixer motor and gearbox project.
- WWTP Chemical room upfit progress report. Rewiring still in progress (Long lead time on Materials), Floors sealing has been completed, Waiting on tanks to arrive, waiting on PVC Wall boards to arrive, and plumbing for our process.
- Completed Sludge trials with a lot of positive results. Trial Data has been received and forwarded on for review with town engineers. Waiting for next steps/ recommendations from engineering review.
- WWTP Samplers have been freezing up. Repaired broken unit and will investigate insulation options.
- Turbines are being serviced during lake down. So far, all inspections are showing positive results.
- Chemical Suppliers backed into towns Vehicle. In process of getting estimates for repair and Chemical supplier will cover cost of all repairs.



NAME:
 Mike Williams: Community Development Director
 Rick Carpenter: Development and Environmental Review Specialist

DEPARTMENT:
 Community Development



REPORT DATE: December 6, 2021 (reporting period 11/1-11/30/21) **PREPARED FOR:** Town Manager/Town Council

I. REOCCURRING WORK ACTIVITIES

1. Zoning Administration/Code Enforcement

Certificate of Zoning Compliance Issued 9
 Certificates of Zoning Compliance Denied 0
 Certificates of Occupancy Issued..... 18
 Vacation Rental Operating Permits Issued.....4
 Permanent Sign Permits Issued (0) Temporary (0) 1
 Complaints Logged 0
 Complaints Investigated 0
 Notices of Violation Issued 0
 Civil Penalties Issued 0
 Stop Work Orders Issued..... 0
 Improperly Posted Address Notifications Issued 0
 Abandoned/Dilapidated Structures Cases Open (0 closed by demo)...0
 Z&P Hearings Processed.....0
 BOA Hearings Processed.....1
 Demolition Permits Issued 0
 VROPs Active to Date.....452

2. House/Modular/Heavy Load Moves Through Town 1

3. Environmental

Land Disturbance Permits Issued. 2
 Complaints Logged 0
 Complaints Investigated 1
 Stop Work Orders Issued..... 0
 Floodplain Development Permits Issued.....1

4. Lake Structures/Shoreline Stabilization

Lake Structure Permits Issued 0
 Shoreline Stabilization Permits Issued 0
 LSAB Hearings Processed 1

5. Subdivision Administration

Preliminary Plat: 0
 Final Plat 0

Minor Subdivisions:	0
Exempt Plat Reviews:	0
Lots Approved	2
As Rutherford County Plat Review Officer (per GS 47-30):	
Plats Reviewed:	1
Plats Approved:	1

II. PROJECTS UPDATE

Sedimentation into Lake/Water Quality Concerns; sub watershed 5-Grey Logs Cove and the Highlands Subdivision —

The Town, at the advice of our attorney, has agreed to hold Civil Penalties in abeyance for the opportunity for all parties to meet. Amy Annino with the State of NC, Brandee Boggs with USACE, Pete Dickerson with Odom Engineering, Clear Water Environment Consultants, and Highlands HOA have met at the upper road failure site on 02/26/2020. Odom Engineering, as a consultant for Highlands HOA, provided the Town with plans. Staff coordinated and reviewed plans with Amy Annino from NCDEQ and Brandee Boggs from the USACE to ensure all regulations measures are satisfied. Plan revision requests and comments were sent to Pete Dickerson with Odom Engineering on 04/02/2020. Town staff have reviewed the revised plans submitted by Odom Engineering. NCDWR, USACE, and Town Staff have approved the revised plans and have released permits to the applicants.

CDD staff received plan revision requests from Odom Engineering for the upper slope failure repair. Staff reviewed the plan revisions and coordinated comments with NCDEQ and USACE. These comments were shared with Odom Engineering and the Highlands POA on 2/11/21. **Update:** No final revisions were submitted nor has work commenced on this repair. On 4/1/21, the USACE issued a deadline for final plans to be submitted by 5/15/21 and the project be completed within 180 days. **Update:** 8/12/21 communication with USACE: their purview is the redirected stream without permits. They returned Odom Engineering’s last resubmission due to incorrectly calculated specs and, for what USACE considered, an inadequate solution. On 8/18/21, Mitchell Anderson from NCDEQ told me that they have not received an application or acceptable plans. Their purview issue is the sediment runoff from The Highlands’ road/slope failure into stream. The Town issued a NOV letter on 9/6/19 addressing the failure to file an Erosion Control Plan and related failures of control measures. On 5/1/20, the Town issued a Land Disturbance Permit and erosion & sedimentation control plan Letter of Approval. While some measures have been taken, the approved plans have not been followed. We are evaluating, with USACE and NCDEQ, how to proceed. **Update:** Working with NCDEQ/Mitchell Anderson and a representative from Zoning & Planning Board to meet at site to evaluate current situation and appropriate actions to move forward with. **No Update: 11/31/21**

Lake Structure Tag Maintenance Program – The Town of Lake Lure’s Lake Structure Regulations require that all lake structures be maintained and in good repair. There is to be a lake structure certificate and accompanying structure tag issued for all structures on the waters of Lake Lure certifying that the structure is in compliance with the ordinance. The ordinance provides that the town shall have the authority to condemn any lake structure due to decay, disrepair, or any hazardous condition. The property owner will be given a written notice and 90 days to comply with the Town Council's determination. If the owner fails to appeal to the Town Council for a hearing or comply with their determination, Council may revoke their lake structure certificate and accompanying tag (if one had been issued) and remove the structure at the property owner's expense. It also provides that owners of upland property who fail to comply with this section of the Lake Structure Regulations (§ 94.08), shall be ineligible to receive a boat permit.

As this program has not been enforced in over 20 years, some lake structure have not been maintained, resulting in potentially hazardous conditions. In an effort to ensure all lake structures built or installed over the Town’s lake

property, the Community Development Department has been asked to restart the enforcement of the lake structures tag program. The department is working with the Town's attorney to ensure all elements of this program align with state regulations and can be restarted, as well as evaluating how to develop a sustainable means of monitoring/enforcing the program. As staff are not qualified to inspect the structural integrity of structures, a qualified professional (engineer) will have to perform the inspections. **Update:** Reinstating the program with focus on 1) communicating Town's ownership of Lake where structures stand, 2) communicating the responsibility of Lake Structure owners to maintain those structures in good repair, and 3) Town will begin periodic inspections of structures, including having certified engineering inspections and utilize those professional opinions as a basis for enforcement of the existing Lake Structure regulations. We are negotiating a contract with LaBella to conduct inspections and provide written opinion of structure compliance with Town's Regulations. Inspections will begin during this year's drawdown. **Update:** No contract with LaBella/working on referral-based enforcement of Town's existing Lake Structures requirement that property owners maintain their lake structures in good repair and not create a "hazardous condition". Referrals will come from LaBella's engineers as they conduct Sewer Modification inspections, general public complaints/referrals, and staff referrals based on "float-by" inspections of all lake structures. The staff referrals will be based on inspections done by a selected team of staff and structural review-qualified inspectors. During September-October, we will conduct visual inspection from boat of all lake structures, creating new digital image file of existing structures, and identifying structures that appear to be less than structurally sound and not in compliance with Town requirements. Property owners of those identified structures will be notified of their need to either correct those structural hazards or provide professional certification that the structure is structurally sound and should not be considered a hazard. The other component of the program is communication of the Town's right, as owner of the lake, to require that property owners of structures built on the lake do maintain their structures in good, safe repair or potentially lose their right to maintain a structure on the Town's property. This will be a significant change after many years of very limited enforcement of that requirement but should greatly enhance the safety and enjoyment of the lake for our community as we go forward. **Update:** Have begun CDD inspections of lake structures by boat. Compiling current photo record of each structure and evaluating each structure using a program checklist. Checklist uses a visual inspection assessment ranking of 1) "Excellent Condition" (like new/no obvious damage), 2) "Good Condition" (minimal signs of wear or damage/decay), 3) "Poor Condition" (missing/damaged boards, decay, not an immediate health/safety hazard), or 4) Bad Condition/Hazard" (damage, disrepair and/or decay that may constitute a hazard). Structures identified with "Poor Condition" will receive a notice of advisement that their structure may soon require repairs or action in order to continue to meet the Town's requirement of maintaining structures built on the Town-owned lake in good repair. Structures identified with "Bad Condition/Hazard" will be notified that they are being referred to an outside evaluator to make a recommendation as to whether *immediate* action may be necessary in order to meet the "Good Repair" requirement. **Update: CDD completed visual inspections from boat of all lake structures within "first priority area" (Phase 1 of Town's Sewer Project), and took structure photos. Working on post-inspection communications to property owners and follow-up inspections of about 5 properties containing structures identified as potentially "Bad Condition/Hazard". Also working on cataloging lake structure photos.**

Deep-water Ramp project: CDD is working with Dana Bradley and Dean Givens to obtain Federal and State approval for the critical ramp beside the dam, and then to issue the Town permits to allow the ramp to be built during this year's lake drawdown. To try to push through complications with the U.S. Army Corp of Engineers and NCDEQ processes, we have scheduled a review meeting with their representatives here in Lake Lure on September 13th. **Update: Continuing to work with Dana Bradley and Dean Givens on Federal, State and Town permitting.**

Town Park/Cell Tower Project: CDD working with AT&T and their design/construction partners on potential tower, with plan to site it within a planned park/campground development. A proposed 70' X 100' lease area, containing a

50' X 70' fenced tower site has been surveyed and marked. AT&T has recommended a 199' monopole tower based upon the signal effectiveness that our community needs, while keeping the tower under the 200' FAA's required lighting height. AT&T/contractor have also agreed to an engineered tower design that would have a fall-zone of no more than 75', creating the opportunity for safe placement within a smaller setback. The Zoning and Planning Board has recommended that the Boys Camp Road site be rezoned from the previous zone (Chimney Rock Village's "Commercial Business" Zone) to Town's "Government Use" Zone. This will be presented to the Town Council on November 9th. We will also present a Master Plan revision to include both the park and tower and a text amendment relating to the fall-zone setback at that same meeting. We are also working on a potential lease agreement between the tower owner and the Town that could provide valuable funding for the park project. Potential project completion/tower operation could be mid-2022. **Update:** Public Hearing and Town Council decision scheduled for 11/9/21 for 1) Zoning and Planning Board reviewed and prepared recommendation to Town Council to zone Boys Camp Road site as Government Use and 2) to adopt the Proposed Master Plan prepared by Parks and Recreation Department which combines the planned public park and tent camping area with the tower. Presented to Town Council as 11/9/21 agenda items for public hearing and Council review/vote. **Update: Town Council approved Master Plan with park and tower, zoning text amendment to address fall-zone setbacks for towers and rezoning of Boys Camp parcel to GU (Government Use). Met with contractor and tower applicants to refine lease proposal for submission to Town Council for approval (tentatively at December 14 meeting). Working with contractor to finish zoning permits for review and approval.**

III. OTHER

In addition to what has already been covered, the Community Development Department has been involved in:

- 1) Staff Development/Training
 - a. Rick completed his classes through UNC School of Government classes for his Certified Zoning Official credentials. Passed with perfect score to earn his CZO.
- 2) Other Projects
 - a. Working with Public Works, Police Chief, Fire Chief and Communications to develop checklist approach to reviewing and permitting Special Events/Vendors/Tents applications. Also same group regarding Road Closure/Heavy Load Transports approval process.

If questions or ideas, please let Rick or me know.



Mike Williams, CZO, CFM
Community Development Director



Name: Dustin Waycaster

Department: Fire

REPORT DATE:

December 1, 2021

PREPARED FOR:

Town Manager

I. ACCOMPLISHMENTS

- 11-1 Monitored the Fire Boat Due to the lake starting to be lowered. Sent FMVFD their training reports. Monthly weather reports to NOAA.
- 11-2 Grease/Kitchen Fire in an apartment in the Arcade Building. Repairs to the internet at Fire Department.
- 11-4 Maintenance on ATV. Picked up materials from college for Hazmat Class. Hosted and held the Hazmat Training Course this was the first night of class.
- 11-5 Held ITLS (International Trauma Life Support) training.
- 11-6 Finished up the ITLS training.
- 11-8 Chimney Rock Park-Medical call
- 11-9 Fire Inspection at LaStrada. Hazmat Class.
- 11-10 Structure Fire Report.
- 11-11 updated Monitor.
- 11-12 Town incident report at the Wastewater treatment plant.
- 11-13 two calls one on memorial hwy and one on anglers way.
- 11-14 Fall call at the RBR climbing access. Had to carry the patient out.
- 11-15 Updated protocol books in all ALS apparatus.
- 11-16 Finished the annual inspection of all fire hydrants in our response area. Chimney Fire-Rainbow rapids rd.
- 11-18 Fire Alarm at Legends. Hazmat Class
- 11-22 Hose test on all attack line on engine 2511.
- 11-23 Picnic Point Medical call.
- 11-24 Station Coverage at FMVFD due to them being out of service for Testing.
- 11-26 Medical call at Ingles and one on snug Harbor Cir.
- 11-28 Woods Fire Wind Song Ln, Lockout at Ingles with Animal in Car, and Medical Pearson Cir.
- 11-29 Woods Fire O'Messersmith Mutual Aid to Bills Creek.
- 11-30 151 Pearson Cir. Cardiac Arrest, Station Heater Repair, Hazmat Class- RRT 6 came and conducted training.

II. FOLLOW UP

- 1. Lake Lure Fire had **429** total hours of training for the month of July.
- 2. Lake Lure Fire ran 17 Fire/Medical/ Rescue calls
- 3. Wrote 14 Burn permits.

OTHER

↑ eso ANALYTICS Station Report

47%

FIRE
Percentage of Total Incidents

53%

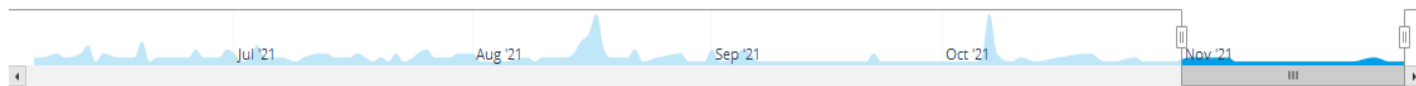
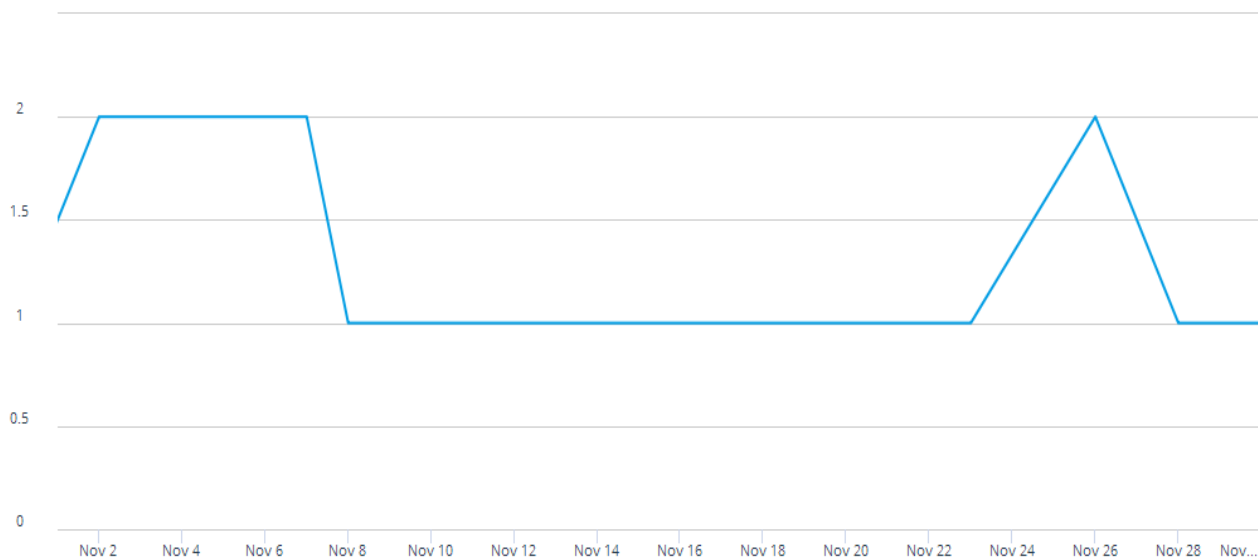
EMS
Percentage of Total Incidents

17

INCIDENTS
In Selected Time Slice

30

DAYS
In Selected Time Slice





NAME: SEAN HUMPHRIES

Department: LAKE LURE POLICE DEPT

REPORT DATE:

CLOSE OUT MONTH:

PREPARED FOR:

12/1/2021

November 2021

Town Manager

I. ACCOMPLISHMENTS

1. **LLPD is participating again this year with LLCA for their Raptor Roundup, helping to gather up Christmas gifts for children.**
2. **Officers assisted with the Lighting up the Gorge event and everything went smoothly.**
3. **Officers qualified during yearly Firearms Certifications. Officer Tyler Dills was awarded Top Gun with the highest score of 99.**

Total Police Activities for Month: 312 (Partial Break-down below)

0	Breaking/Entering/Larcenies	30	Traffic Stops
9	Citations	19	Warning and Verbal Citations
7	Suspicious Person/Suspicious Vehicle	6	Accidents
1	Total Arrests	33	Business Checks
0	Lake – Patrols/Permit Checks	0	Lake – Total Hours Patrolling
0	Lake – Verbal Warning	0	Lake – Warning/Citation
17	Alarm Activations	11	Domestic/Disturbance/Disorderly Conduct

Citations – Cumulative Total of Citations: 9 (Hard Copies) (1 Citation may include 2 charges: (1) Speeding, (3) Driving While License Suspended, (3) Expired registration, (5) Other infractions

Charges Total: 12

Lake Citations – Lake Totals: Citations (Permit \$125 Fine if not corrected in 7 days) 0 Total

Arrests – Cumulative Total of Arrests: 1 (1 Arrest may include several charges)

Charges Total: (2) All Other Offenses

* Public Access of this form may affect the Accomplishments and Follow Up listings due to privacy and cases that continue to be investigated.

Activity Log Event Summary (Cumulative Totals)

Lake Lure Police
(11/01/2021 - 11/30/2021)

911 Hangup	4	Accident	6
Alarm activation	17	Animal Complaint	1
Assist EMS	3	Assist Fire Department	3
Assist Other Department	11	Assist other Lake Lure Officer	11
Call by Phone	4	Citation	9
Community Policing	4	Court	3
Debris in Roadway	1	Disturbance	6
Domestic Trouble	3	Extra Patrol	53
Fight	2	Follow up Investigation	2
Foot Patrol	22	In Office Work	9
Interview	1	Investigate Suspicious Vehicle	4
Leash Law Violation	1	Meet with Subject	5
Mental Subject	1	Parking Issue - Infraction	1
Prisoner in Custody	1	Rutherford County Jail/Processing	1
School Patrol	3	Series of Business Checks	33
Serve a Warrant	1	Shots Fired	3
Silent 911	2	Speak With Subject	4
Special Event Patrol (School,Town,Chamber...)	1	Stolen Vehicle	1
Stranded Motorist	4	Suspicious Person(s)	3
Traffic Stop	30	Training	3
Vandalism	1	Vehicle Maintenance	9
Verbal Warning	2	Warning Citation	17
Welfare Check	5	Wildlife Issue/Injury	1

Total Number Of Events: 312



Dean Givens; Parks, Recreation, and Lake Director

DEPARTMENT: Parks, Recreation, and Lake

REPORT DATE:

PREPARED FOR:

November 30, 2021

Town Manager

I. ACCOMPLISHMENTS

Current Parks, Recreation, and Lake Projects:

1. Boy's Camp Rd. Campground – <i>New master plan has been adopted</i>	2. Luremont Trails – <i>Trail scouted; permits filed; Plan approved by Parks and Rec. Board, legal opinion received; waiting on legal decision</i>	3. Marina Phase II and Amphitheater Funding – <i>Working with TDA/ Rutherford Bound to keep projects moving forward</i>
4. Monetization Schedule for P&R Assets and Facilities – <i>New ideas being considered</i>	5. Updating Parks and Recreation Open Space Plan – <i>Working with Ed Dittmer and Moe Bay on updates</i>	6. Morse Park Walking Path Expansion Grant – <i>To expand the pavement back to town hall</i>
7. Morse Park Master Plan update which includes the design of the amphitheater and additional parking	8. Replacement of boardwalk/seawall at the gazebo – <i>Waiting on final approval</i>	9. Buffalo Creek Park parking lot expansion – <i>Not selected for grant funding; researching other grant options</i>
10. Permit for Filling in Half of Pond in Morse Park – <i>According to the Morse Park master plan</i>	11. Deep Water Launch – <i>Waiting on final approval</i>	12. Finishing the paver walkway from the small beach house to the big beach house – <i>Waiting on final approval</i>
13. Island Creek spoils site	14. Non-motorized Boat Ramp Replacement – <i>Will begin replacement in December</i>	15.

PR&LD ACTIVITIES:

1. Oversee daily operations for Parks, Rec, & Lake
2. Attended multiple staff/public meetings
3. Attended multiple project meetings
4. Worked on multiple projects
 - Dredging – Complete until lake returns to full pond. We were successful in spending the dredging grant funds, and will be reapplying for 2022
 - Island Creek Rd. silt disposal site – Working on permitting
 - Deepwater Launch – Waiting on last permit
 - Walkway pavers in front of beach – Waiting on last approval
 - New seawall at gazebo – Waiting on last approval
 - Mining permit – Waiting on permitting
 - Boys Camp Rd. plans – Adding cell tower to plans
 - Police in-service training - Completed
 - New permitting software – Working on new Parks & Rec permitting software
 - Assisted Police department due to staffing shortages
 - Replacing boat ramp at the ABC Store parking area - underway

PR&TC ACTIVITIES:

1. Prepared to mail marina boat slip renewal letters
2. Continued checking the commercial applications we received and filing them
3. Continued working on project permit applications
4. Sorted the 2022 boat permit stickers and reported missing/damaged stickers to printing company for replacement
5. Helped train front office staff on boat permit procedures
6. Continued working on the 2022 dredging grant application
7. Continued updating the Parks, Recreation, and Lake Department Standard Operating Procedures
8. Continued research for a new permitting software company
9. Led a Dittmer Watts workday on 11/3 to remove fallen trees – 4 volunteers; 4 volunteer hours
10. Led Weed Patch Mountain Trail workday on 11/3 to remove fallen trees – 5 volunteers; 35 volunteer hours
11. Weed Patch Mountain trail boss performed trail maintenance on the trail on 11/1, 11/2, 11/3, 11/10, and 11/13 – 1 volunteer; 33 volunteer hours
12. Organized a Buffalo Creek Park workday on 11/12 to repair erosion– 5 volunteers; 25 volunteer hours
13. The trail boss for the Weed Patch Mountain Trail and 2 volunteers walked the trail, cleared a couple small trees, and reported issues on 11/18 – 3 volunteer; 12 hours
14. The trail boss for Buffalo Creek Park walked the trail and reported issues – 1 volunteer; 4 hours
15. Planned upcoming trail maintenance days and recruited volunteers to help
16. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage
17. Utilized volunteer to collect water samples from streams and take them to EQI – 1 volunteer; 6.5 volunteer hours
18. Utilized a total of **119.5 volunteer hours**
19. Attended several meetings

P&R Maintenance Activities:

1. Helped with storm damage clean-up
2. Performed regular ground maintenance activities at all areas
3. Cleaned parks, boat ramp, and marina
4. Sprayed playground equipment and picnic tables with bleach
5. Put up/took down arts and crafts festival and library banners

Lake Activities:

1. Lake is lowered, work on the lake will resume when the lake returns to full pond

1. FOLLOW UP

1. Open Space Plan: Will continue working with Ed Dittmer and Moe Bay to update the Open Space Plan
2. Luremont Trail: Plan has been approved by Parks and Recreation Board; legal opinion received; working on next steps
3. Dredging Grant: Applying for 2022 grant
4. Naming Rights Policy: Continuing to gather information for Naming Rights Policy for Town properties
5. Lake Lure Trails: Work days held on Lake Lure trails each month to ensure they are properly maintained

2. OTHER

1. Marina Slips Available: 0

Town of Lake Lure

Monthly Financial Summary Report as of: 11/30/2021

42%



Revenues in excess of Expenditures

General Fund					General Fund					General Fund	
Revenues:	Annual Budget:	Month To Date:	Annual To Date:	Y-T-D % Collected	Expenditures:	Annual Budget:	Month To Date:	Annual To Date:	Y-T-D % Spent	Annual Budget	Month To Date
Taxes	\$ 4,429,782	\$ 165,389	\$ 2,632,102	59.42%	Governing Body	\$ 58,550	\$ 4,702	\$ 16,321	27.88%	\$ 0	\$ (333,712)
State Shared Revenues	\$ 2,642,810	\$ 136,482	\$ 787,790	29.81%	Administration	\$ 1,068,654	\$ 79,501	\$ 469,699	43.95%		
Lake & Tours	\$ 708,800	\$ 17,890	\$ 153,260	21.62%	Central Services	\$ 114,120	\$ 8,723	\$ 41,348	36.23%		
Beach & Marina	\$ 418,500	\$ 3,374	\$ 133,400	31.88%	Police	\$ 875,906	\$ 69,451	\$ 338,599	38.66%		
*Miscellaneous Revenues	\$ 176,267	\$ 4,961	\$ 29,503	16.74%	Fire	\$ 912,946	\$ 47,445	\$ 270,475	29.63%		
Land Use Fees	\$ 46,961	\$ 3,390	\$ 19,447	41.41%	Sanitation	\$ 229,400	\$ 18,989	\$ 94,811	41.33%		
Loan Proceeds	\$ 502,000	\$ -	\$ -	0.00%	Public Works	\$ 536,101	\$ 57,220	\$ 248,297	46.32%		
Transfers	\$ 420,428	\$ -	\$ -	0.00%	Economic Development	\$ 98,264	\$ 5,848	\$ 31,396	31.95%		
Total:	\$ 9,345,548	\$ 331,486	\$ 3,755,502	40.18%	Community Development	\$ 225,166	\$ 18,369	\$ 75,173	33.39%		
*Miscellaneous Revenues					Beach and Marina	\$ 17,500	\$ 1,637	\$ 6,404	36.59%		
Interest, Beer & wine, Fire Tax,ABC					Golf	\$ 106,000	\$ 26,060	\$ 86,350	81.46%		
Facilities Rentals,Grants,Sale of					Parks,Rec.,Lake	\$ 1,371,691	\$ 247,502	\$ 741,894	54.09%		
Assets, Misc., Town Promo, Copies					Capital Outlay	\$ 1,369,100	\$ 8,884	\$ 568,407	41.52%		
Recycling Collections					Debt Service	\$ 395,939	\$ 66,168	\$ 169,981	42.93%		
Received-Not Posted Yet					Non Governmental	\$ 157,500	\$ 4,606	\$ 158,214	100.45%		
					Transfers	\$ 1,600,000	\$ -	\$ -	0.00%		
					DAM/Watershed	\$ 208,711	\$ 93	\$ 74,854	35.86%		
					Contingency Reserve	\$ -	\$ -	\$ -	#DIV/0!		
					Total:	\$ 9,345,548	\$ 665,198	\$ 3,392,223	36.30%		

Water & Sewer Fund					Water & Sewer Fund					Water & Sewer Fund	
Revenues:	Annual Budget:	Month To Date:	Annual To Date:	Y-T-D % Collected	Expenditures:	Annual Budget:	Month To Date:	Annual To Date:	Y-T-D % Spent	Annual Budget	Month To Date
Water & Sewer charges	\$ 1,620,000	\$ 138,400	\$ 678,417	41.88%	Water	\$ 91,500	\$ 9,622	\$ 46,625	50.96%	\$ -	\$ 49,928
Taps & Connection fees	\$ 10,000	\$ -	\$ 4,715	47.15%	Sewer	\$ 612,300	\$ 75,480	\$ 308,775	50.43%		
Interest & Transfer Fees	\$ 7,750	\$ -	\$ 4,715	60.84%	Capital Projects	\$ 431,500	\$ 4,400	\$ 4,400	1.02%		
Water Tank Rental	\$ 12,360	\$ 1,030	\$ 5,150	41.67%	Debt Service	\$ 127,685	\$ -	\$ 3,224	2.52%		
Transfer from Fund Balance	\$ -	\$ -	\$ -	#DIV/0!	Transfer to Fund	\$ 387,125	\$ -	\$ -	0.00%		
Total:	\$ 1,650,110	\$ 139,430	\$ 692,997	42.00%	Total:	\$ 1,650,110	\$ 89,502	\$ 363,024	22.00%		

Hydro Electric					Hydro Electric					Hydro Electric	
Revenues:	Annual Budget:	Month To Date:	Annual To Date:	Y-T-D % Collected	Expenditures:	Annual Budget:	Month To Date:	Annual To Date:	Y-T-D % Spent	Annual Budget	Month To Date
Power Generation	\$ 400,000	\$ 42,344	\$ 198,254	49.56%	Operations	\$ 377,525	\$ 23,539	\$ 125,840	33.33%	\$ -	\$ 18,805
Interest	\$ 325	\$ -	\$ 48	14.77%	Transfer to General Fund	\$ -	\$ -	\$ -			
FEMA Reimbursement	\$ -	\$ -	\$ -	#DIV/0!	Transfer to Silt Fund Reserve	\$ -	\$ -	\$ -	#DIV/0!		
Transfer from Fund Balance	\$ -	\$ -	\$ -	#DIV/0!	Cap. Outlay/Special Proj.	\$ 22,800	\$ -	\$ 13,840	60.70%		
Total:	\$ 400,325	\$ 42,344	\$ 198,302	49.54%	Total:	\$ 400,325	\$ 23,539	\$ 139,680	34.89%		

Cash & Investment Position	American Rescue Plan-CSLRF	Capital Funds	Comments / Items of note
United Bank		Balance to Date	
General Fund \$ 5,251,867	1/2 Trance \$183,888	Capital Res. Fund \$ 651,740	
Water & Sewer \$ 1,568,952		Silt Res. Fund \$ 64,265	
Includes Low Pressure		Marina Brdwa \$ 3,442	
Hydro \$ (207,748)	Second half of trance will arrive in May 2022.	Bridge Pres. Fund \$ 75,000	
Total: \$ 6,613,071			
NC Capital Management Trust			
General (Cash) \$ 270,897			
Water& Sewer \$ 3,824			
Hydro \$ 60,486			
Total: \$ 335,207			
Total Cash and Investments: \$ 6,948,278			

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 11 / 21

10 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
310000 TAXES					
310100 P & I - Taxes	0.00	1,940.20	5,500.00	3,559.80	35 %
Account Group Total:	0.00	1,940.20	5,500.00	3,559.80	35 %
311000 Ad Valorem Taxes-2000					
311200 AD VALOREM TAXES-2020	0.00	10,442.56	28,000.00	17,557.44	37 %
311210 AD VALOREM TAXES-2021	0.00	2,447,801.00	4,328,367.00	1,880,566.00	57 %
Account Group Total:	0.00	2,458,243.56	4,356,367.00	1,898,123.44	56 %
312000 Ad Valorem-Veh-2000					
312021 AD VALOREM VEH TAXES-2021	0.00	6,528.85	67,915.00	61,386.15	10 %
Account Group Total:	0.00	6,528.85	67,915.00	61,386.15	10 %
332000 STATE SHARED REVENUES					
332100 FEMA Reimbursements	0.00	0.00	196,853.00	196,853.00	0 %
332200 Beer & Wine Tax	0.00	0.00	5,200.00	5,200.00	0 %
332300 Court Costs, Fees and Chrgs	31.50	81.00	550.00	469.00	15 %
332400 Utilities Franchise Tax	0.00	45,195.63	220,000.00	174,804.37	21 %
332600 Powell Bill - Tax on Gas	0.00	33,374.06	65,000.00	31,625.94	51 %
332930 State Shared Sales Tax	136,188.34	702,912.38	1,372,527.00	669,614.62	51 %
332933 Solid Waste Disposal Tax	262.38	491.53	650.00	158.47	76 %
332942 Video Programming Tax	0.00	5,735.43	17,600.00	11,864.57	33 %
332946 Stabilize 117 Tryon Bay	0.00	0.00	165,000.00	165,000.00	0 %
332991 NC DEQ Dredging Grant	0.00	0.00	637,500.00	637,500.00	0 %
Account Group Total:	136,482.22	787,790.03	2,680,880.00	1,893,089.97	29 %
347000 LAND USE FEES					
347100 Zoning Permits	2,985.00	11,965.00	22,445.00	10,480.00	53 %
347200 Land Disturbance Permit	175.00	1,440.00	5,358.00	3,918.00	27 %
347300 Sign Permit	0.00	192.00	584.00	392.00	33 %
347400 Rezoning Fee/Annexation	0.00	0.00	816.00	816.00	0 %
347550 Vacation Rental Fees	900.00	4,820.00	8,504.00	3,684.00	57 %
347600 Lake Structure Permit/LSA	-700.00	1,000.00	9,254.00	8,254.00	11 %
347800 Fire Inspection	30.00	30.00	0.00	-30.00	** %
Account Group Total:	3,390.00	19,447.00	46,961.00	27,514.00	41 %
361000 LAKE					
361201 Lake Lure Tours	8,870.70	53,207.42	60,000.00	6,792.58	89 %
361202 Lake Fines	0.00	589.00	300.00	-289.00	196 %
361203 Lake Comm License Fees	2,885.00	5,570.00	4,000.00	-1,570.00	139 %
361204 Boat Permits	1,763.50	70,639.97	595,000.00	524,360.03	12 %
361205 RBR CONCESSIONS	4,370.85	23,253.73	25,000.00	1,746.27	93 %
361206 LODGE CONCESSIONS	0.00	0.00	500.00	500.00	0 %
361207 Cluster Mooring Fees	0.00	0.00	24,000.00	24,000.00	0 %
Account Group Total:	17,890.05	153,260.12	708,800.00	555,539.88	22 %
363000 BEACH					
363801 Beach-Admission Fee-Adult	0.00	63,630.45	55,000.00	-8,630.45	116 %
363804 Beach-Concessions	0.00	5,068.19	10,000.00	4,931.81	51 %
Account Group Total:	0.00	68,698.64	65,000.00	-3,698.64	106 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 11 / 21

10 GENERAL FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
364000 MARINA					
364902 Marina-Open Slip Rental	0.00	5,240.00	305,000.00	299,760.00	2 %
364905 Marina-Concessions	1,287.57	15,068.17	18,500.00	3,431.83	81 %
364908 Marina-Rentals	2,086.13	44,393.37	30,000.00	-14,393.37	148 %
Account Group Total:	3,373.70	64,701.54	353,500.00	288,798.46	18 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	1,581.59	3,000.00	1,418.41	53 %
383200 Beer and Wine Permits	0.00	0.00	1,000.00	1,000.00	0 %
383321 Fire-Rural Fire Protection	839.67	4,074.76	8,592.00	4,517.24	47 %
383410 ABC-Rents	3,999.99	7,999.98	16,000.00	8,000.02	50 %
383430 Community Center Rental	0.00	40.00	250.00	210.00	16 %
383440 Pavilion/Gazebo Rental	0.00	-250.00	3,500.00	3,750.00	-7 %
383450 Meadows Rental	0.00	0.00	250.00	250.00	0 %
383462 TDA GRANT	0.00	0.00	100,000.00	100,000.00	0 %
383500 Sale of Assets	0.00	116.00	3,500.00	3,384.00	3 %
383600 Golf Cart Permit	0.00	60.00	200.00	140.00	30 %
383700 LLABC-Distribution for Law Enforcement	0.00	0.00	750.00	750.00	0 %
383701 ABC-Dist. for Drug/Alcohol	0.00	0.00	1,250.00	1,250.00	0 %
383800 ABC-Distribution of Funds	0.00	0.00	20,000.00	20,000.00	0 %
383900 Misc Revenue	106.96	203.96	1,200.00	996.04	17 %
383903 Town Promotional Materials	0.00	38.48	750.00	711.52	5 %
383910 Copies	6.00	148.15	775.00	626.85	19 %
383930 Recycling Collections	8.50	15,489.69	15,250.00	-239.69	102 %
Account Group Total:	4,961.12	29,502.61	176,267.00	146,764.39	17 %
398000 TRANSFERS					
398502 Installment Agreement Proceeds	0.00	0.00	502,000.00	502,000.00	0 %
398604 Transfer from Fund Balance	0.00	0.00	513,835.00	513,835.00	0 %
Account Group Total:	0.00	0.00	1,015,835.00	1,015,835.00	0 %
Fund Total:	166,097.09	3,590,112.55	9,477,025.00	5,886,912.45	38 %

TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 11 / 21

53 WATER AND SEWER FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
371000					
371105 Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300 Charges for Water	0.00	124,849.51	330,000.00	205,150.49	38 %
371400 Charges for Sewer	-35.00	415,132.78	1,275,000.00	859,867.22	33 %
371500 Taps and Connect-Water	0.00	4,715.00	5,000.00	285.00	94 %
371600 Taps and Connect-Sewer	0.00	0.00	5,000.00	5,000.00	0 %
371700 Transfer Fee-Water/Sewer	0.00	480.00	1,000.00	520.00	48 %
371800 W/S - Penalty and Interest	0.00	4,235.00	6,000.00	1,765.00	71 %
Account Group Total:	-35.00	549,412.29	1,637,000.00	1,087,587.71	34 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	513.14	750.00	236.86	68 %
383460 Water Tank Rental	1,030.00	5,150.00	12,360.00	7,210.00	42 %
Account Group Total:	1,030.00	5,663.14	13,110.00	7,446.86	43 %
398000 TRANSFERS					
398602 Transfer from Water/Sewer	0.00	0.00	502,612.00	502,612.00	0 %
398608 Transfer From CSLRF (ARP)	183,888.00	183,888.00	183,888.00	0.00	100 %
Account Group Total:	183,888.00	183,888.00	686,500.00	502,612.00	27 %
Fund Total:	184,883.00	738,963.43	2,336,610.00	1,597,646.57	32 %

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TOWN OF LAKE LURE
Statement of Revenue Budget vs Actuals
For the Accounting Period: 11 / 21

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Item VI.A.

56 ELECTRIC FUND

Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
372000					
372300 Charges for Utilities-Electric	42,343.62	198,253.78	400,000.00	201,746.22	50 %
Account Group Total:	42,343.62	198,253.78	400,000.00	201,746.22	50 %
383000 MISCELLANEOUS REVENUES					
383100 Interest Earned on Investments	0.00	48.49	325.00	276.51	15 %
Account Group Total:	0.00	48.49	325.00	276.51	15 %
Fund Total:	42,343.62	198,302.27	400,325.00	202,022.73	50 %
Grand Total:	393,323.71	4,527,378.25	12,213,960.00	7,686,581.75	37 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
411000	COMMISSION						
411000	COMMISSION						
102	Salaries-Part Time	1,100.00	5,500.00	13,200.00	13,200.00	7,700.00	42 %
109	FICA	84.15	420.75	1,100.00	1,100.00	679.25	38 %
214	Supplies-Dept	834.28	1,479.86	3,000.00	3,000.00	1,520.14	49 %
215	Supplies-Materials	2,683.71	8,920.13	15,000.00	15,000.00	6,079.87	59 %
310	Travel and Transportation	0.00	0.00	2,750.00	2,750.00	2,750.00	%
691	Contractual Services	0.00	0.00	0.00	23,500.00	23,500.00	%
	Account Total:	4,702.14	16,320.74	35,050.00	58,550.00	42,229.26	28 %
	Account Group Total:	4,702.14	16,320.74	35,050.00	58,550.00	42,229.26	28 %
413000	ADMINISTRATION						
413000	ADMINISTRATION						
100	SALARIES	36,713.62	202,005.15	472,950.00	472,950.00	270,944.85	43 %
103	Professional Services	1,475.00	13,725.00	48,000.00	48,000.00	34,275.00	29 %
109	FICA	2,725.37	14,964.29	36,181.00	36,181.00	21,216.71	41 %
110	Retirement	6,619.47	35,509.72	83,279.00	83,279.00	47,769.28	43 %
111	Group Insurance	3,638.28	20,524.12	62,250.00	62,250.00	41,725.88	33 %
120	401 (K) Contribution	1,314.38	7,497.03	23,094.00	23,094.00	15,596.97	32 %
180	Legal Services	7,200.00	23,436.00	49,200.00	49,200.00	25,764.00	48 %
190	Engineering Services	8,333.33	33,333.32	100,000.00	100,000.00	66,666.68	33 %
214	Supplies-Dept	694.69	2,496.15	8,000.00	8,000.00	5,503.85	31 %
215	Supplies-Materials	155.65	288.65	2,300.00	2,300.00	2,011.35	13 %
310	Travel and Transportation	133.54	1,657.98	6,500.00	6,500.00	4,842.02	26 %
320	Postage	0.00	531.90	4,000.00	4,000.00	3,468.10	13 %
322	Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	%
324	Dues and Subscriptions	160.00	4,008.89	6,500.00	6,500.00	2,491.11	62 %
330	Utilities	1,813.70	9,671.56	25,000.00	25,000.00	15,328.44	39 %
350	Repairs and Maint-Buildings	1,800.00	5,283.20	12,500.00	12,500.00	7,216.80	42 %
353	Repairs and Maint-Equipment	0.00	766.73	4,000.00	4,000.00	3,233.27	19 %
370	Advertising	200.00	756.88	1,200.00	1,200.00	443.12	63 %
614	Lobbyist	5,000.00	30,000.00	60,000.00	60,000.00	30,000.00	50 %
687	Contractual - County Tax	0.00	14,520.00	16,000.00	16,000.00	1,480.00	91 %
691	Contractual Services	1,523.68	48,722.64	46,500.00	73,275.00	24,552.36	66 %
	Account Total:	79,500.71	469,699.21	1,068,654.00	1,095,429.00	625,729.79	43 %
	Account Group Total:	79,500.71	469,699.21	1,068,654.00	1,095,429.00	625,729.79	43 %
420000	CENTRAL SERVICES-Technology &						
420000	CENTRAL SERVICES-Technology & Telecommunications						
321	Telephone	2,177.17	10,279.97	25,500.00	25,500.00	15,220.03	40 %
325	Internet Services	0.00	1,790.23	4,800.00	4,800.00	3,009.77	37 %
380	IT Support Services	6,545.64	29,277.64	79,720.00	79,720.00	50,442.36	37 %
527	TECH-Website Update	0.00	0.00	4,100.00	4,100.00	4,100.00	%
	Account Total:	8,722.81	41,347.84	114,120.00	114,120.00	72,772.16	36 %
	Account Group Total:	8,722.81	41,347.84	114,120.00	114,120.00	72,772.16	36 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
431000	POLICE						
431000	POLICE						
100	SALARIES	41,396.59	186,650.17	484,943.00	499,493.00	312,842.83	37 %
101	OVERTIME	0.00	1,540.14	4,000.00	4,000.00	2,459.86	39 %
102	Salaries-Part Time	1,257.45	7,133.30	35,000.00	35,000.00	27,866.70	20 %
104	Separation Allowance-Law	1,460.16	8,030.88	20,435.00	20,435.00	12,404.12	39 %
109	FICA	3,317.12	15,235.49	37,099.00	38,213.00	22,977.51	40 %
110	Retirement	7,721.21	35,104.99	83,279.00	85,901.00	50,796.01	41 %
111	Group Insurance	5,364.74	30,858.26	85,550.00	85,550.00	54,691.74	36 %
112	Special Benefit Fund-Police	2,069.82	9,409.58	24,250.00	24,978.00	15,568.42	38 %
212	Supplies-Fuel	1,737.54	9,528.10	20,000.00	20,000.00	10,471.90	48 %
214	Supplies-Dept	3,518.82	6,258.34	11,000.00	11,000.00	4,741.66	57 %
217	Supplies-Uniforms	149.69	4,665.84	16,000.00	16,000.00	11,334.16	29 %
220	Alcohol & Drug Ed.	0.00	148.50	1,000.00	1,000.00	851.50	15 %
310	Travel and Transportation	376.64	787.23	2,500.00	2,500.00	1,712.77	31 %
324	Dues and Subscriptions	542.45	2,404.70	6,300.00	6,300.00	3,895.30	38 %
333	Utilities-Boat House and Range	64.23	162.84	500.00	500.00	337.16	33 %
353	Repairs and Maint-Equipment	0.00	2,270.51	3,750.00	3,750.00	1,479.49	61 %
354	Repairs and Maint-Vehicles	474.16	12,155.63	23,000.00	23,000.00	10,844.37	53 %
490	Miscellaneous	0.00	0.00	1,000.00	1,000.00	1,000.00	%
524	Computers	0.00	5,276.58	9,800.00	9,800.00	4,523.42	54 %
691	Contractual Services	0.00	977.80	6,500.00	6,500.00	5,522.20	15 %
	Account Total:	69,450.62	338,598.88	875,906.00	894,920.00	556,321.12	38 %
	Account Group Total:	69,450.62	338,598.88	875,906.00	894,920.00	556,321.12	38 %
434000	FIRE						
434000	FIRE						
100	SALARIES	26,814.50	148,590.12	359,130.00	373,364.00	224,773.88	40 %
101	OVERTIME	0.00	0.00	20,000.00	20,000.00	20,000.00	%
102	Salaries-Part Time	2,329.01	8,528.17	35,000.00	35,750.00	27,221.83	24 %
109	FICA	2,165.24	11,651.38	31,681.00	32,906.00	21,254.62	35 %
110	Retirement	4,834.66	25,542.30	56,845.00	58,790.00	33,247.70	43 %
111	Group Insurance	3,597.64	21,770.07	60,275.00	60,275.00	38,504.93	36 %
120	401 (K) Contribution	1,127.80	6,107.05	17,957.00	18,932.00	12,824.95	32 %
212	Supplies-Fuel	1,228.70	8,146.37	15,000.00	15,000.00	6,853.63	54 %
214	Supplies-Dept	23.57	717.19	3,000.00	3,000.00	2,282.81	24 %
215	Supplies-Materials	3,106.46	4,771.53	7,500.00	7,500.00	2,728.47	64 %
217	Supplies-Uniforms	307.99	2,994.89	3,500.00	3,500.00	505.11	86 %
218	Supplies-Equipment	-9,723.62	-2,721.96	15,000.00	15,000.00	17,721.96	-18 %
310	Travel and Transportation	514.20	1,782.72	5,000.00	5,000.00	3,217.28	36 %
324	Dues and Subscriptions	1,048.00	3,824.30	8,100.00	8,100.00	4,275.70	47 %
330	Utilities	477.92	4,021.17	11,500.00	11,500.00	7,478.83	35 %
351	Repairs and Maint-Grounds	1,669.61	3,163.81	5,000.00	5,000.00	1,836.19	63 %
353	Repairs and Maint-Equipment	3,009.77	8,975.67	12,000.00	12,000.00	3,024.33	75 %
354	Repairs and Maint-Vehicles	4,913.78	12,534.74	17,000.00	17,000.00	4,465.26	74 %
490	Miscellaneous	0.00	75.00	3,000.00	3,000.00	2,925.00	3 %
514	Protective Clothing	0.00	0.00	12,000.00	12,000.00	12,000.00	%
516	FIRE BLDG Expansion	0.00	0.00	62,658.00	62,658.00	62,658.00	%
553	RADIO REPLACEMENT	0.00	0.00	7,000.00	7,000.00	7,000.00	%
693	Fairfield Volunteer Fire Dept	0.00	0.00	67,000.00	67,000.00	67,000.00	%
694	Chimney Rock Volunteer Fire	0.00	0.00	35,000.00	35,000.00	35,000.00	%

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 11 / 21

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
695	Bills Creek Volunteer Fire	0.00	0.00	42,800.00	42,800.00	42,800.00	%
	Account Total:	47,445.23	270,474.52	912,946.00	932,075.00	661,600.48	29 %
	Account Group Total:	47,445.23	270,474.52	912,946.00	932,075.00	661,600.48	29 %
451000	PUBLIC WORKS-STREETS						
451000	PUBLIC WORKS-STREETS						
100	SALARIES	24,464.06	115,674.23	272,500.00	272,500.00	156,825.77	42 %
101	OVERTIME	0.00	0.00	2,000.00	2,000.00	2,000.00	%
103	Professional Services	0.00	1,562.82	2,800.00	2,800.00	1,237.18	56 %
109	FICA	1,832.48	8,642.77	21,000.00	21,000.00	12,357.23	41 %
110	Retirement	4,405.06	20,824.03	47,308.00	47,308.00	26,483.97	44 %
111	Group Insurance	3,010.90	16,471.31	45,318.00	45,318.00	28,846.69	36 %
120	401 (K) Contribution	919.48	4,553.80	13,725.00	13,725.00	9,171.20	33 %
211	Supplies-Automotive	989.38	6,634.25	15,000.00	15,000.00	8,365.75	44 %
214	Supplies-Dept	0.00	364.86	1,200.00	1,200.00	835.14	30 %
215	Supplies-Materials	2,971.05	16,255.35	23,000.00	23,000.00	6,744.65	71 %
217	Supplies-Uniforms	0.00	0.00	1,500.00	1,500.00	1,500.00	%
310	Travel and Transportation	0.00	70.36	500.00	500.00	429.64	14 %
331	Utilities-Street Lights	848.75	6,798.30	15,000.00	15,000.00	8,201.70	45 %
334	Utilities-Buildings	611.74	3,832.19	11,500.00	11,500.00	7,667.81	33 %
350	Repairs and Maint-Buildings	4,245.00	8,811.36	13,000.00	13,000.00	4,188.64	68 %
351	Repairs and Maint-Grounds	3,236.56	11,375.36	12,000.00	12,000.00	624.64	95 %
353	Repairs and Maint-Equipment	7,266.75	12,662.30	20,000.00	20,000.00	7,337.70	63 %
354	Repairs and Maint-Vehicles	2,393.59	13,378.33	18,000.00	18,000.00	4,621.67	74 %
691	Contractual Services	25.00	385.00	750.00	750.00	365.00	51 %
	Account Total:	57,219.80	248,296.62	536,101.00	536,101.00	287,804.38	46 %
	Account Group Total:	57,219.80	248,296.62	536,101.00	536,101.00	287,804.38	46 %
472000	SANITATION						
472000	SANITATION						
691	Contractual Services	14,750.00	76,400.00	177,000.00	177,000.00	100,600.00	43 %
692	Contractual Services-Recycling	1,344.00	6,704.00	14,400.00	14,400.00	7,696.00	47 %
696	Tipping Fees	2,895.03	11,707.16	38,000.00	38,000.00	26,292.84	31 %
	Account Total:	18,989.03	94,811.16	229,400.00	229,400.00	134,588.84	41 %
	Account Group Total:	18,989.03	94,811.16	229,400.00	229,400.00	134,588.84	41 %
473000	DAM/Watershed Protection						
473000	DAM/Watershed Protection						
190	Engineering Services	0.00	74,760.85	0.00	244,279.00	169,518.15	31 %
351	Repairs and Maint-Grounds	93.00	93.00	9,000.00	9,000.00	8,907.00	1 %
352	Repairs and Maint-Dam	0.00	0.00	14,000.00	14,000.00	14,000.00	%
	Account Total:	93.00	74,853.85	23,000.00	267,279.00	192,425.15	28 %
	Account Group Total:	93.00	74,853.85	23,000.00	267,279.00	192,425.15	28 %
492000	ECONOMIC DEVELOPMENT						
492000	ECONOMIC DEVELOPMENT						
100	SALARIES	3,888.77	19,589.65	57,800.00	57,800.00	38,210.35	34 %
109	FICA	297.12	1,496.61	4,422.00	4,422.00	2,925.39	34 %
110	Retirement	701.14	3,531.99	8,654.00	8,654.00	5,122.01	41 %
111	Group Insurance	606.86	3,319.97	8,998.00	8,998.00	5,678.03	37 %
120	401 (K) Contribution	194.44	979.48	2,890.00	2,890.00	1,910.52	34 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 11 / 21

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
585	Community Branding	159.85	2,478.65	15,500.00	15,500.00	13,021.35	16 %
	Account Total:	5,848.18	31,396.35	98,264.00	98,264.00	66,867.65	32 %
	Account Group Total:	5,848.18	31,396.35	98,264.00	98,264.00	66,867.65	32 %
493000	COMMUNITY DEVELOPMENT						
493000	COMMUNITY DEVELOPMENT						
100	SALARIES	8,580.92	45,501.07	120,541.00	120,541.00	75,039.93	38 %
109	FICA	654.89	3,472.27	9,222.00	9,222.00	5,749.73	38 %
110	Retirement	1,547.14	8,203.81	21,476.00	21,476.00	13,272.19	38 %
111	Group Insurance	1,222.04	6,681.54	17,650.00	17,650.00	10,968.46	38 %
120	401 (K) Contribution	235.42	1,242.46	6,027.00	6,027.00	4,784.54	21 %
180	Legal Services	504.00	1,152.00	20,000.00	20,000.00	18,848.00	6 %
212	Supplies-Fuel	0.00	132.98	750.00	750.00	617.02	18 %
214	Supplies-Dept	0.00	131.23	5,500.00	5,500.00	5,368.77	2 %
310	Travel and Transportation	0.00	1,104.00	4,000.00	4,000.00	2,896.00	28 %
324	Dues and Subscriptions	0.00	0.00	1,000.00	1,000.00	1,000.00	%
370	Advertising	0.00	455.84	1,000.00	1,000.00	544.16	46 %
691	Contractual Services	5,624.71	7,095.78	17,000.00	17,000.00	9,904.22	42 %
698	Contractual Services-Design	0.00	0.00	1,000.00	1,000.00	1,000.00	%
	Account Total:	18,369.12	75,172.98	225,166.00	225,166.00	149,993.02	33 %
	Account Group Total:	18,369.12	75,172.98	225,166.00	225,166.00	149,993.02	33 %
613000	PARKS, RECREATION & LAKE						
613000	PARKS, RECREATION & LAKE						
100	SALARIES	16,500.84	80,203.97	203,796.00	209,911.00	129,707.03	38 %
102	Salaries-Part Time	0.00	5,768.83	17,000.00	17,000.00	11,231.17	34 %
109	FICA	1,206.34	6,269.09	16,891.00	17,359.00	11,089.91	36 %
110	Retirement	3,011.56	14,194.21	36,564.00	37,666.00	23,471.79	38 %
111	Group Insurance	1,826.98	9,969.23	38,250.00	38,250.00	28,280.77	26 %
120	401 (K) Contribution	822.74	3,880.84	10,190.00	10,496.00	6,615.16	37 %
212	Supplies-Fuel	784.94	3,811.34	11,000.00	11,000.00	7,188.66	35 %
213	Supplies-Boat Fuel & Supplies	692.96	3,162.16	12,000.00	12,000.00	8,837.84	26 %
214	Supplies-Dept	253.23	425.09	4,500.00	4,500.00	4,074.91	9 %
215	Supplies-Materials	6,258.16	11,395.30	25,000.00	25,000.00	13,604.70	46 %
216	Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	%
217	Supplies-Uniforms	0.00	283.57	1,000.00	1,000.00	716.43	28 %
219	Boat and Fishing Permits	5,701.66	6,348.37	5,500.00	5,500.00	-848.37	115 %
310	Travel and Transportation	0.00	1,013.37	2,000.00	2,000.00	986.63	51 %
335	Flowering Bridge Lighting	520.45	876.44	3,500.00	3,500.00	2,623.56	25 %
351	Repairs and Maint-Grounds	5,598.00	24,328.89	80,000.00	80,000.00	55,671.11	30 %
353	Repairs and Maint-Equipment	119.15	5,434.58	14,000.00	14,000.00	8,565.42	39 %
633	GEESE MITIGATION	0.00	0.00	2,500.00	2,500.00	2,500.00	%
691	Contractual Services	4,278.51	5,007.17	30,000.00	30,000.00	24,992.83	17 %
697	Dredging & Debris Removal	199,926.00	559,521.35	850,000.00	850,000.00	290,478.65	66 %
	Account Total:	247,501.52	741,893.80	1,371,691.00	1,379,682.00	637,788.20	54 %
	Account Group Total:	247,501.52	741,893.80	1,371,691.00	1,379,682.00	637,788.20	54 %

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
615000 BEACH & MARINA							
615000 BEACH & MARINA							
	214 Supplies-Dept	0.00	0.00	2,000.00	2,000.00	2,000.00	%
	350 Repairs and Maint-Buildings	0.00	1,750.70	4,000.00	4,000.00	2,249.30	44 %
	351 Repairs and Maint-Grounds	1,636.51	4,249.73	10,200.00	10,200.00	5,950.27	42 %
	353 Repairs and Maint-Equipment	0.00	403.52	1,300.00	1,300.00	896.48	31 %
	Account Total:	1,636.51	6,403.95	17,500.00	17,500.00	11,096.05	37 %
	Account Group Total:	1,636.51	6,403.95	17,500.00	17,500.00	11,096.05	37 %
617000 GOLF							
617000 GOLF							
	350 Repairs and Maint-Buildings	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	618 GOLF-Contractual Payments	26,000.00	86,000.00	100,000.00	100,000.00	14,000.00	86 %
	691 Contractual Services	60.00	350.00	1,000.00	1,000.00	650.00	35 %
	Account Total:	26,060.00	86,350.00	106,000.00	106,000.00	19,650.00	81 %
	Account Group Total:	26,060.00	86,350.00	106,000.00	106,000.00	19,650.00	81 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	504 VEHICLES	0.00	47,000.00	48,000.00	48,000.00	1,000.00	98 %
	521 SOFTWARE UPGRADE	0.00	0.00	15,000.00	15,000.00	15,000.00	%
	523 PW-Pickup Truck Replacement	0.00	43,532.92	45,000.00	45,000.00	1,467.08	97 %
	524 Computers	0.00	3,644.84	25,500.00	25,500.00	21,855.16	14 %
	526 Heart Monitor	0.00	51,520.07	55,000.00	55,000.00	3,479.93	94 %
	530 P&R-Mower	0.00	13,450.00	27,000.00	27,000.00	13,550.00	50 %
	536 PR&L-Truck Replacement	0.00	48,962.83	55,000.00	55,000.00	6,037.17	89 %
	541 POLICE-Vehicles	0.00	0.00	104,000.00	104,000.00	104,000.00	%
	551 SIGN	0.00	0.00	19,000.00	19,000.00	19,000.00	%
	553 RADIO REPLACEMENT	0.00	5,600.00	5,600.00	5,600.00	0.00	100 %
	558 Small Area Recreation Plan	0.00	0.00	45,000.00	45,000.00	45,000.00	%
	573 Barge/Excavator	0.00	206,016.80	250,000.00	250,000.00	43,983.20	82 %
	576 DAM-AUTOMATION	0.00	113,440.00	0.00	370,000.00	256,560.00	31 %
	587 DAM BOOM REPLACEMENT	0.00	0.00	70,000.00	70,000.00	70,000.00	%
	592 PW-Street Paving	8,883.88	35,239.96	185,000.00	185,000.00	149,760.04	19 %
	623 Fence & Gates	0.00	0.00	50,000.00	50,000.00	50,000.00	%
	Account Total:	8,883.88	568,407.42	999,100.00	1,369,100.00	800,692.58	42 %
	Account Group Total:	8,883.88	568,407.42	999,100.00	1,369,100.00	800,692.58	42 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	504 VEHICLES	7,156.72	35,600.89	48,675.00	48,675.00	13,074.11	73 %
	531 FIRE-Fire Engine	22,501.19	22,501.19	45,207.00	45,207.00	22,705.81	50 %
	541 POLICE-Vehicles	0.00	0.00	32,750.00	32,750.00	32,750.00	%
	550 Other Equipment	2,113.96	10,511.45	25,530.00	25,530.00	15,018.55	41 %
	561 Brdwalk-Marina Bay	0.00	49,218.63	98,912.00	98,912.00	49,693.37	50 %
	573 Barge/Excavator	0.00	0.00	46,000.00	46,000.00	46,000.00	%
	622 LAKE-Marina Slips	32,500.00	32,500.00	32,500.00	32,500.00	0.00	100 %
	720 Bond Interest	1,896.00	19,649.28	66,365.00	66,365.00	46,715.72	30 %
	Account Total:	66,167.87	169,981.44	395,939.00	395,939.00	225,957.56	43 %
	Account Group Total:	66,167.87	169,981.44	395,939.00	395,939.00	225,957.56	43 %

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TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
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Item VI.A.

10 GENERAL FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
920000	Non-Governmental						
920000	Non-Governmental						
	130 Unemployment	0.00	0.00	5,000.00	5,000.00	5,000.00	%
	450 Insurance	4,606.00	158,164.33	150,000.00	150,000.00	-8,164.33	105 %
	751 Bank Fees	0.00	50.00	2,500.00	2,500.00	2,450.00	2 %
	Account Total:	4,606.00	158,214.33	157,500.00	157,500.00	-714.33	100 %
	Account Group Total:	4,606.00	158,214.33	157,500.00	157,500.00	-714.33	100 %
980000	TRANSFERS						
980000	TRANSFERS						
	967 Transfer to Capital Reserve	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	%
	Fund Total:	665,196.42	3,392,223.09	8,766,337.00	9,477,025.00	6,084,801.91	36 %

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
713000 WATER							
713000 WATER							
214	Supplies-Dept	104.42	1,459.54	8,000.00	8,000.00	6,540.46	18 %
310	Travel and Transportation	0.00	145.00	1,000.00	1,000.00	855.00	15 %
324	Dues and Subscriptions	160.00	1,000.00	1,000.00	1,000.00	0.00	100 %
330	Utilities	1,330.55	6,341.24	15,000.00	15,000.00	8,658.76	42 %
350	Repairs and Maint-Buildings	0.00	13,300.61	20,000.00	20,000.00	6,699.39	67 %
353	Repairs and Maint-Equipment	2,671.51	10,745.21	15,000.00	15,000.00	4,254.79	72 %
358	Repairs and Maint-Lines	4,767.18	5,994.97	13,000.00	13,000.00	7,005.03	46 %
430	Equipment Rental	0.00	0.00	500.00	500.00	500.00	%
691	Contractual Services	588.45	7,638.45	18,000.00	18,000.00	10,361.55	42 %
	Account Total:	9,622.11	46,625.02	91,500.00	91,500.00	44,874.98	51 %
	Account Group Total:	9,622.11	46,625.02	91,500.00	91,500.00	44,874.98	51 %
714000 SEWER							
714000 SEWER							
103	Professional Services	170.00	170.00	3,000.00	3,000.00	2,830.00	6 %
190	Engineering Services	0.00	45,380.00	0.00	45,500.00	120.00	100 %
214	Supplies-Dept	350.62	350.62	800.00	800.00	449.38	44 %
215	Supplies-Materials	23,406.57	92,489.45	180,000.00	180,000.00	87,510.55	51 %
310	Travel and Transportation	0.00	913.89	500.00	500.00	-413.89	183 %
320	Postage	232.80	1,123.16	4,000.00	4,000.00	2,876.84	28 %
330	Utilities	987.52	5,955.75	16,000.00	16,000.00	10,044.25	37 %
350	Repairs and Maint-Buildings	9,706.51	10,919.16	5,000.00	36,000.00	25,080.84	30 %
353	Repairs and Maint-Equipment	11,010.00	19,331.24	19,000.00	19,000.00	-331.24	102 %
355	Repairs and Maint-Collection	3,992.50	8,345.00	20,000.00	20,000.00	11,655.00	42 %
690	Contractual Services-Sludge	19,593.38	81,645.86	160,000.00	160,000.00	78,354.14	51 %
691	Contractual Services	220.18	6,228.95	79,000.00	79,000.00	72,771.05	8 %
699	Contractual Services-WWTP	5,810.00	35,922.06	125,000.00	125,000.00	89,077.94	29 %
	Account Total:	75,480.08	308,775.14	612,300.00	688,800.00	380,024.86	45 %
	Account Group Total:	75,480.08	308,775.14	612,300.00	688,800.00	380,024.86	45 %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
511	WATER METERS	0.00	0.00	200,000.00	200,000.00	200,000.00	%
518	WATER-Water Tank Maintenance	0.00	0.00	6,000.00	6,000.00	6,000.00	%
547	CAMERAS/CAMERAS	0.00	0.00	8,500.00	8,500.00	8,500.00	%
557	FIREFLY COVE SYSTEM	4,400.00	4,400.00	197,000.00	197,000.00	192,600.00	2 %
598	SEWER-Manhole Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	%
613	Manhole Rehabi Project	0.00	0.00	0.00	610,000.00	610,000.00	%
	Account Total:	4,400.00	4,400.00	431,500.00	1,041,500.00	1,037,100.00	%
	Account Group Total:	4,400.00	4,400.00	431,500.00	1,041,500.00	1,037,100.00	%
910000 DEBT SERVICE							
910000 DEBT SERVICE							
611	SRL Fund Project	0.00	0.00	55,955.00	55,955.00	55,955.00	%
612	Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	%
720	Bond Interest	0.00	3,224.36	7,740.00	7,740.00	4,515.64	42 %
	Account Total:	0.00	3,224.36	127,685.00	127,685.00	124,460.64	3 %
	Account Group Total:	0.00	3,224.36	127,685.00	127,685.00	124,460.64	3 %

12/01/21
09:14:35

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 11 / 21

Page: 8 of 9
Report ID: B100

Item VI.A.

53 WATER AND SEWER FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
980000	TRANSFERS						
980000	TRANSFERS						
	958 Transfer to Fund Balance	0.00	0.00	387,125.00	387,125.00	387,125.00	%
	Account Total:	0.00	0.00	387,125.00	387,125.00	387,125.00	%
	Account Group Total:	0.00	0.00	387,125.00	387,125.00	387,125.00	%
	Fund Total:	89,502.19	363,024.52	1,650,110.00	2,336,610.00	1,973,585.48	16 %

TOWN OF LAKE LURE
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 11 / 21

56 ELECTRIC FUND

Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Commit
720000	ELECTRIC OPERATIONS						
720000	ELECTRIC OPERATIONS						
100	SALARIES	13,986.69	79,050.78	150,787.00	150,787.00	71,736.22	52 %
101	OVERTIME	0.00	114.31	15,000.00	15,000.00	14,885.69	1 %
103	Professional Services	0.00	0.00	40,000.00	40,000.00	40,000.00	%
109	FICA	1,071.94	6,073.14	12,683.00	12,683.00	6,609.86	48 %
110	Retirement	2,521.81	13,593.73	25,655.00	25,655.00	12,061.27	53 %
111	Group Insurance	1,815.46	9,934.31	21,650.00	21,650.00	11,715.69	46 %
120	401 (K) Contribution	557.30	3,026.68	7,550.00	7,550.00	4,523.32	40 %
212	Supplies-Fuel	426.50	2,154.27	6,000.00	6,000.00	3,845.73	36 %
214	Supplies-Dept	417.68	1,758.14	6,200.00	6,200.00	4,441.86	28 %
310	Travel and Transportation	0.00	36.42	5,000.00	5,000.00	4,963.58	1 %
321	Telephone	101.86	965.55	3,000.00	3,000.00	2,034.45	32 %
330	Utilities	568.72	2,068.38	4,000.00	4,000.00	1,931.62	52 %
350	Repairs and Maint-Buildings	349.05	4,645.70	10,000.00	10,000.00	5,354.30	46 %
353	Repairs and Maint-Equipment	1,721.55	22,372.07	28,000.00	28,000.00	5,627.93	80 %
691	Contractual Services	0.00	12,635.87	42,000.00	42,000.00	29,364.13	30 %
	Account Total:	23,538.56	158,429.35	377,525.00	377,525.00	219,095.65	42 %
	Account Group Total:	23,538.56	158,429.35	377,525.00	377,525.00	219,095.65	42 %
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
800000	CAPITAL OUTLAY/SPECIAL PROJECTS						
507	HYDRO-Lighting Upgrade	0.00	0.00	6,800.00	6,800.00	6,800.00	%
590	Other structures,	0.00	6,200.00	7,500.00	7,500.00	1,300.00	83 %
621	VENTILATION FAN	0.00	7,640.00	8,500.00	8,500.00	860.00	90 %
	Account Total:	0.00	13,840.00	22,800.00	22,800.00	8,960.00	61 %
	Account Group Total:	0.00	13,840.00	22,800.00	22,800.00	8,960.00	61 %
	Fund Total:	23,538.56	172,269.35	400,325.00	400,325.00	228,055.65	43 %
	Grand Total:	778,237.17	0.00	10,816,772.00	12,213,960.00	8,286,443.04	32 %

Olivia Stewman

From: Jennifer Duncan
Sent: Tuesday, December 7, 2021 9:00 AM
To: Olivia Stewman
Subject: HR/Customer Service Department Report

Human Resources:

- Last week I completed the salary adjustments for Police and Fire personnel. All are complete and will reflect on this coming pay period.
- Gearing up for end of the year changes in deductions and cost per the State Health Plan. Will be making adjustments for January 1st 2022.
- Still screening applications on Indeed for Police Officer position. Not a lot of luck. I reposted with the salary increase so hopefully that will generate some interest.

Customer Service/Utility Billing:

- Each month is getting more stream lined with billing as it becomes more and more familiar.
- Continue to work with Wendy on the front desk aspect which she has done great with.
- This week, I will be meeting with Mike Williams and Dean Lindsey on setting a process for sewer tap approvals so everyone is on the same page.

Simplify Your Life!

Sign up for **Auto Draft Payments** at no charge or fees!

Find the form on our Website under Services:

At www.townoflakelure.com

Or ask me to send you the form.

Jennifer Duncan

Town of Lake Lure

Human Resources/Customer Service Specialist

Ph (828) 625-9983 ext 106



Name: Laura Krejci

Department: Communications\Events\Grants

REPORT DATE: NOVEMBER 31, 2021

PREPARED FOR: TOWN MANAGER

I. WEBSITE UPDATES

- a. The following articles were posted this month. A listing of these titles with hyperlinks was emailed to 1,482 citizens, along with a link to the Town Calendar.

[Notice Of Special Town Council Meeting - 12/1/21 at 8:30 a.m.](#)

[12/1/21 Lighting Up Lake Lure at the Flowering Bridge - Festival of Trees at 5:30 PM](#)

[Fairfield Mountains Chapel Nativity Exhibit and Christmas Tea](#)

[Employment Opportunity - Firefighter](#)

[11/24/21 COVID-19 Update](#)

[Happy Thanksgiving from the Town of Lake Lure](#)

[Lake Levels - Drawdown Schedule and Planned Projects - Updated 11/15/21](#)

[Lake Lure Police Department Protecting and Providing for Lake Lure Classical Academy Raptors](#)

[Employment Opportunity - Town Manager for the Town of Lake Lure, NC](#)

[Employment Opportunity - Police Officer](#)

[Town Council Meeting Reminder - Tuesday, 11/9/21 at 5:00 PM](#)

[Lake Lure Artists Annual Art Show](#)

[Veterans Day Program 11/11/21 at 9:00 am](#)

[11/4/21 COVID-19 Update](#)

[Lake Lure Election Results](#)

[Temporary Water Shut Off 11/3/21 12:30PM](#)

[Dittmer-Watts Nature Trail Workday](#)

[Weedpatch Mountain Trail Work Day](#)

[Election Information](#)

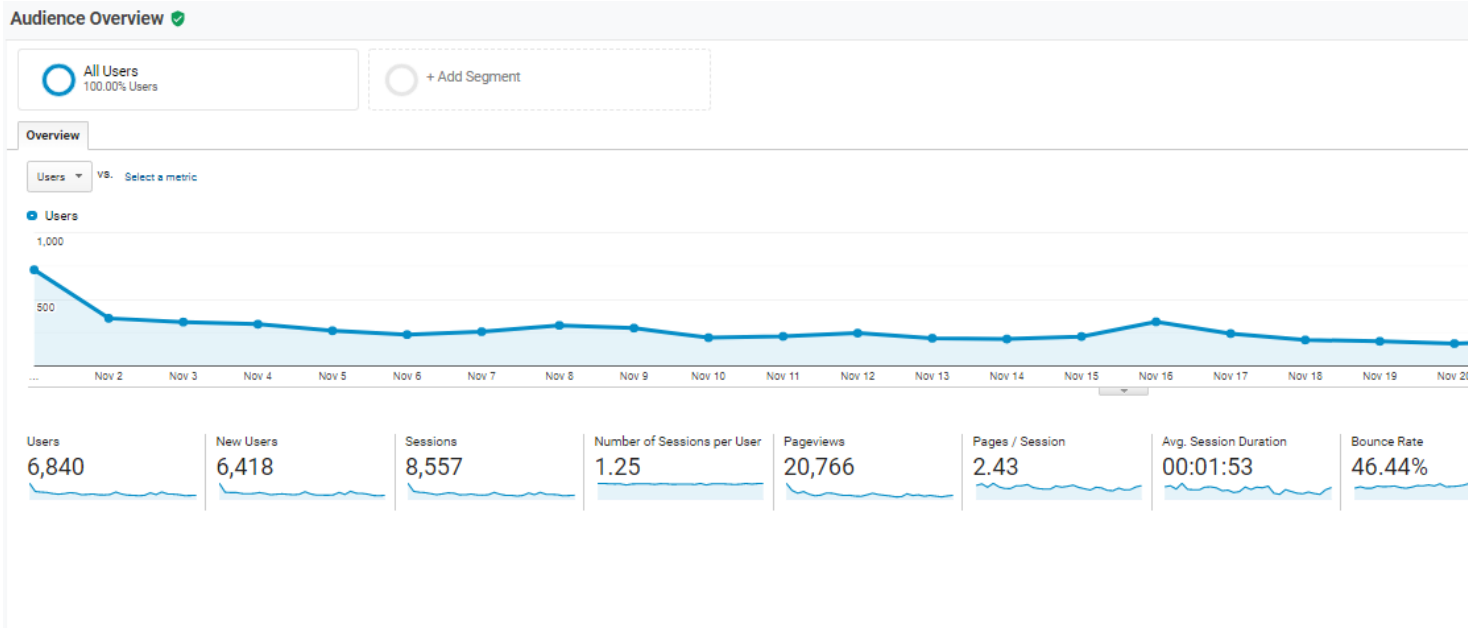
[Boosters for All Vaccines Available Now](#)

I. WEBSITE UPDATES

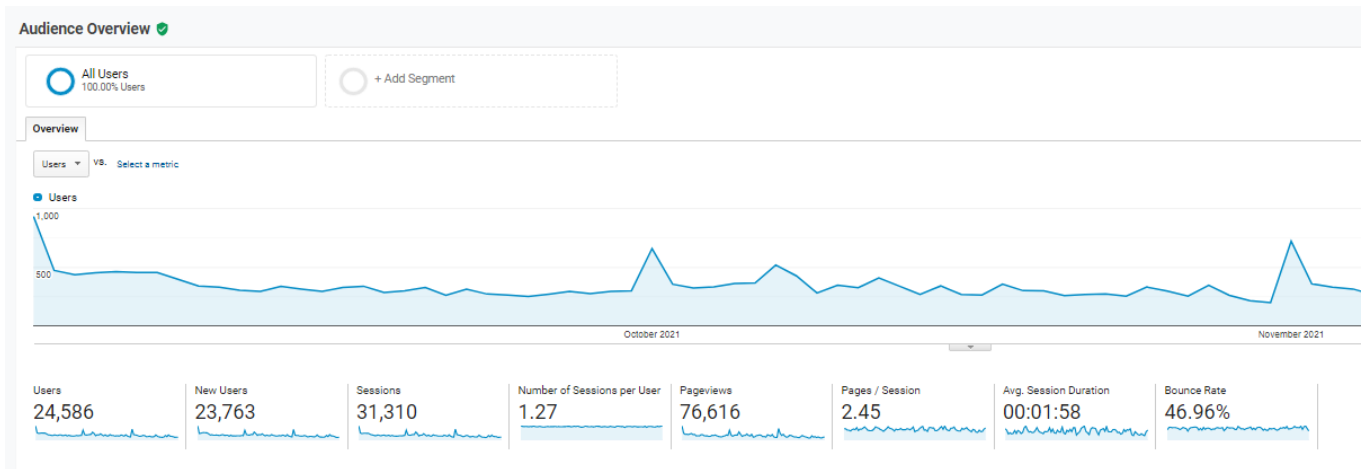
b. Website Analytics:

1) Website Inquiries: Responded timeline to 14 website inquiries, 2 online work orders and 9 online facility reservations.

2) Monthly Statistics:



















3) Quarterly Statistics:



II. FACEBOOK UPDATES

- Followers:** as of 11/30/21, the Town has 17,276 followers, a 6% increase over 11/30/20.
- The following posts were made in November 2021:**

	Lighting Up Lake Lure at the Flowering Bridge - Festival of Trees Mon, Nov 29	Post Reach 1493	Engagement 37		Update on Lake Levels: The Town of Lake Lure initially planned to lower the lake by 12 feet below... Tue, Nov 16	Post Reach 4443	Engagement 300
	11/24/21 COVID-19 Update: There have been (278) Total Positive COVID-19 Cases in the Lake Lure... Wed, Nov 24	Post Reach 1721	Engagement 107		Reminder - Lake Lure Veterans Day Program: Please join us in thanking Veterans for their servi... Thu, Nov 11	Post Reach 1008	Engagement 7
	Special Town Council Meeting Wed, Nov 24	Post Reach 531	Engagement 1		Town Council Meeting Reminder - Tuesday, 11/9/21 at 5:00 PM: Please join us for the monthly... Tue, Nov 9	Post Reach 843	Engagement 18
	Employment Opportunity - Police Officer: The Town of Lake Lure, NC Police Department is accepting... Wed, Nov 24	Post Reach 500	Engagement 9		11/4/21 COVID-19 Update: There have been (270) Total Positive COVID-19 Cases in the Lake Lure... Thu, Nov 4	Post Reach 1152	Engagement 51
	Employment Opportunity - Firefighter: The Town of Lake Lure, NC is accepting applications for ... Wed, Nov 24	Post Reach 3941	Engagement 358		Temporary Water Shut Off 11//3/21 12:30PM: Unfortunately, a water leak has occurred near To... Wed, Nov 3	Post Reach 1709	Engagement 33
	Lake Level Reminder: On Friday, 11/26/21, the Town of Lake Lure, NC will begin drawing the lake... Wed, Nov 24	Post Reach 741	Engagement 9		2021 Veterans Day Program 11/11/21 at 9:00 AM: Please join us in thanking Veterans for their... Tue, Nov 2	Post Reach 2158	Engagement 41
	Happy Thanksgiving from the Town of Lake Lure, NC! Wed, Nov 24	Post Reach 896	Engagement 54		Dittmer-Watts Nature Trail Workday Tue, Nov 2	Post Reach 302	Engagement 1
	Employment Opportunity - Town Manager for the Town of Lake Lure, NC: Located in western... Mon, Nov 22	Post Reach 3402	Engagement 268		Weedpatch Mountain Trail Work Day Tue, Nov 2	Post Reach 298	Engagement 1

III. COMMUNICATIONS UPDATES

- Everbridge:** increased Everbridge registrants by 1 **this month** with 1,039 Everbridge registrants + 1129 Nixel registrants) as of 10/31/21. There was no need for notifications this month.
- Illuminated Signage:** THE ILLUMINATED SIGN HAS BEEN ORDERED. The company has advised that the sign will be shipped in 14 weeks. The new sign will require a cement foundation and electricity. Provided sign installation specifications to Finance and the Public Services Director to ensure this can be taken care of, once the sign arrives.

III. COMMUNICATIONS UPDATES

2. **Everbridge:** increased Everbridge registrants by 1 **this month** with 1,039 Everbridge registrants + 1129 Nixel registrants) as of 10/31/21. There was no need for notifications this month.
3. **Lake drawdown schedule/project overview:** The lake drawdown schedule and related project summary has been updated again this month to include an update of the project timeline. This summary has been posted several times under Town News since the drawdown schedule was announced in May 2021 and has been shared via the email message referenced on page 1. The summary is posted under "Town News" and on the "Parks, Recreation and Lake" link under "Lake Levels/Drawdown" on the website at the following link: <https://www.townoflake lure.com/parksreclak/page/lake-levels-drawdown-schedule-and-planned-projects-updated-111521>
4. **Communications Plan:** developed a comprehensive communication plan based on recent budget and infrastructure developments. Numerous stakeholders for input which has been incorporated and shared with town council for their review and further input.
Update 11/30/21: Await input regarding Town Council recommendations. May need to revise the Social Media Policy based on recommendations found through the recent research related to Facebook Comments.
6. **New Website Orientation Guide:** Working to develop an orientation video to help new users with the website.
7. **NC Governor's Advisory Council on Film, Television, and Digital Streaming:** Awaiting a copy of the footage for our own use.

IV. Grants

1. **FEMA High Hazard Potential Dam (HHPD) Grants:**
 - A. **2020 FEMA HHPD grant:** the 2020 grant application was approved and the town was officially awarded \$121,000 for this project. The total project cost is **\$185,710**. The town must contribute 35% (**\$64,998.50**) to support completion of this project. The FEMA HHPD grant contract was reviewed and approved by the town attorney and signed and forwarded to NC DENR for their signature.
Update 11/30/21: Milestone workplan updated 11/8/21.
 - B. **Second 2020 FEMA HHPD grant:** completed a proposal for a **conceptual design of a replacement for the lake lure dam. The total cost of this project is \$58,568**. This grant opportunity requires a 35% match. The town must contribute **\$20,498.80** to support completion of this project, if awarded the remaining **65% (\$38,070.20)**.
Update 11/30/21: The NC DSO advised that the National FEMA office approved this grant. Worked with the Finance Director to ensure Budget Amendment for \$58,568 was approved by Town Council. Mayor signed the work order so the project could begin.
 - C. **FY2021 FEMA HHPD grant:** The grant application for this year was submitted 6/11/21. I worked closely with Schnabel Engineering to submit this application for the field investigation to support the dam reconstruction of the replacement dam. The cost was estimated at 1.3 million. FEMA grants awards in NC are expected to be in the \$100 – 120,000 range for this opportunity per NC DEQ DSO.
Update 11/30/21: We were advised by the NC DEQ DSO that we could expect a grant in the amount of \$150,000 for this project. Worked with the contractor to revise the proposal to include the first phase of this work. The new work order was drafted for \$231,000, based on a pending grant of \$150,000. Await final confirmation from NC DEQ DSO regarding the firm amount of the Award as they later advised that they were still calculating the amount of the awards
2. **Transportation and infrastructure committee funding** - Representative Cawthorn: Worked with Commissioner Diorio and the Town Manager to submit an application for funding through representative Cawthorn's office for the Transportation and Infrastructure committee, based on the State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP). Obtained letters of support from Senator Burr's Office, the Isothermal RPP, Rutherford County and the Mayor of Lake Lure.
Update 11/30/21: Although the bill passed, the earmarked projects were omitted.
3. **NC Safety Grant:** Working with the Police/Fire Chiefs to submit a grant for police/firefighter equipment.

V. EVENTS/COMMUNITY OUTREACH

1. **Communications Meeting with Realtors:** Awaiting dates and points of contact from Doug Kelly to schedule the realtor's forum.
2. **Round Table:** Await confirmation from Town Council to plan and coordinate the next Round Tables sessions.
3. **Veterans Day:** Worked with Rumbling Bald to hold the next Veterans Day program. There were over 150 attendees. The Lion's Club helped support the program as well. We were pleased to have Gen John Longhouser providing special remarks and Lake Lure Classical Academy Elementary School Students participating as well.
4. **Lighting Up the Gorge** was hosted by the Chamber and was held 11/28/21 at 4:00 in Town Center.
5. **Lighting Up Lake Lure:** The Town of Lake Lure and the Flowering Bridge Board, in partnership with Lake Lure Classical Academy will ring in the holidays with the Lighting of the Flowering Bridge 12/1/21 at 5:30.

V

**Council Liaison
Reports and
Comments**

VI

Presentations

A. Audit Presentation

MARTIN • STARNES
& ASSOCIATES, CPAs, P.A.

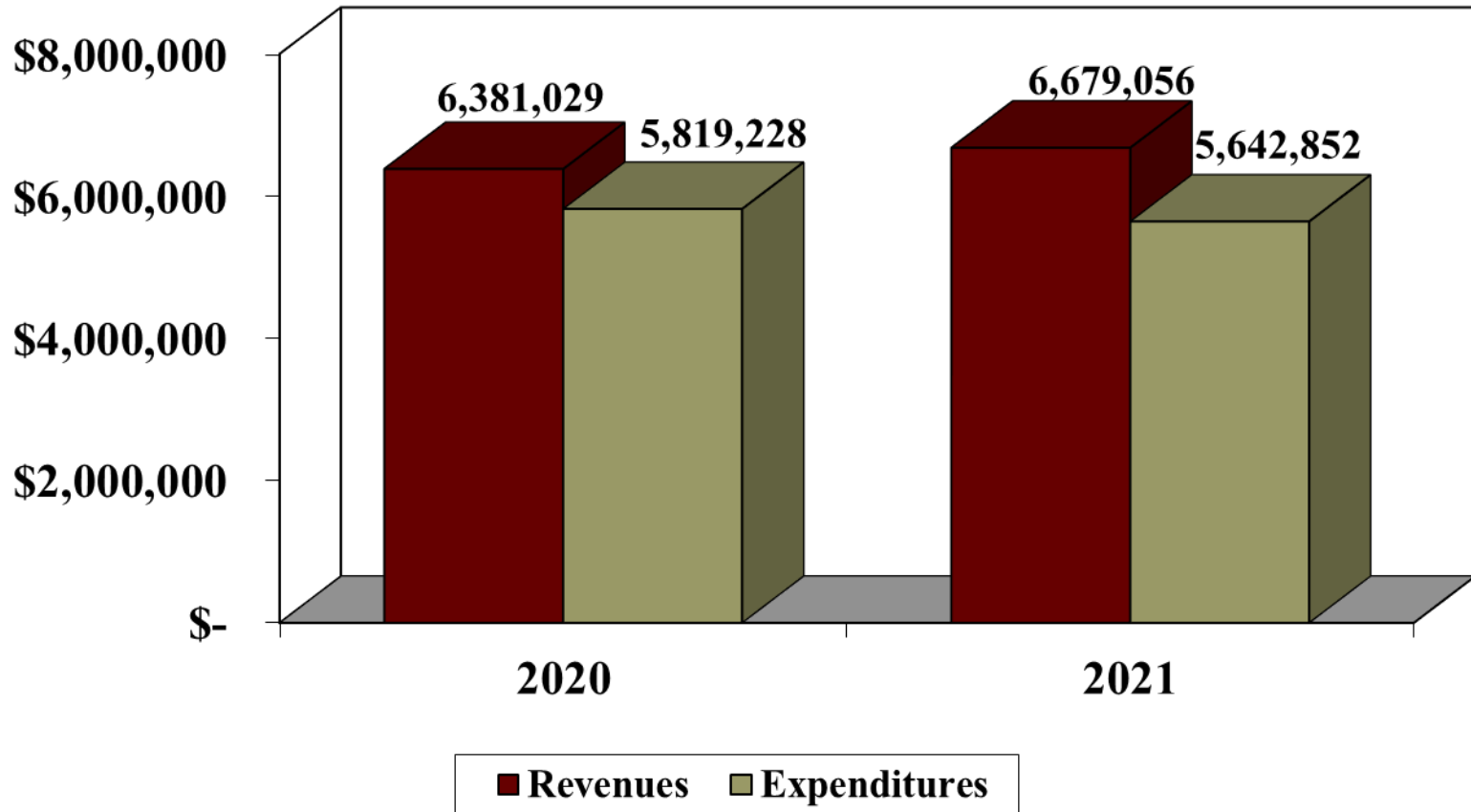
Town of Lake Lure

2021 Audited Financial Statements

Audit Highlights

- Unmodified opinion
- Cooperative Staff

General Fund Summary



Fund Balance

Available fund balance as defined by the Local Government Commission (LGC) is calculated as follows:

Total Fund Balance

Less: Non spendable (not in cash form, not available)

Less: Stabilization by State Statute (by state law, not available)

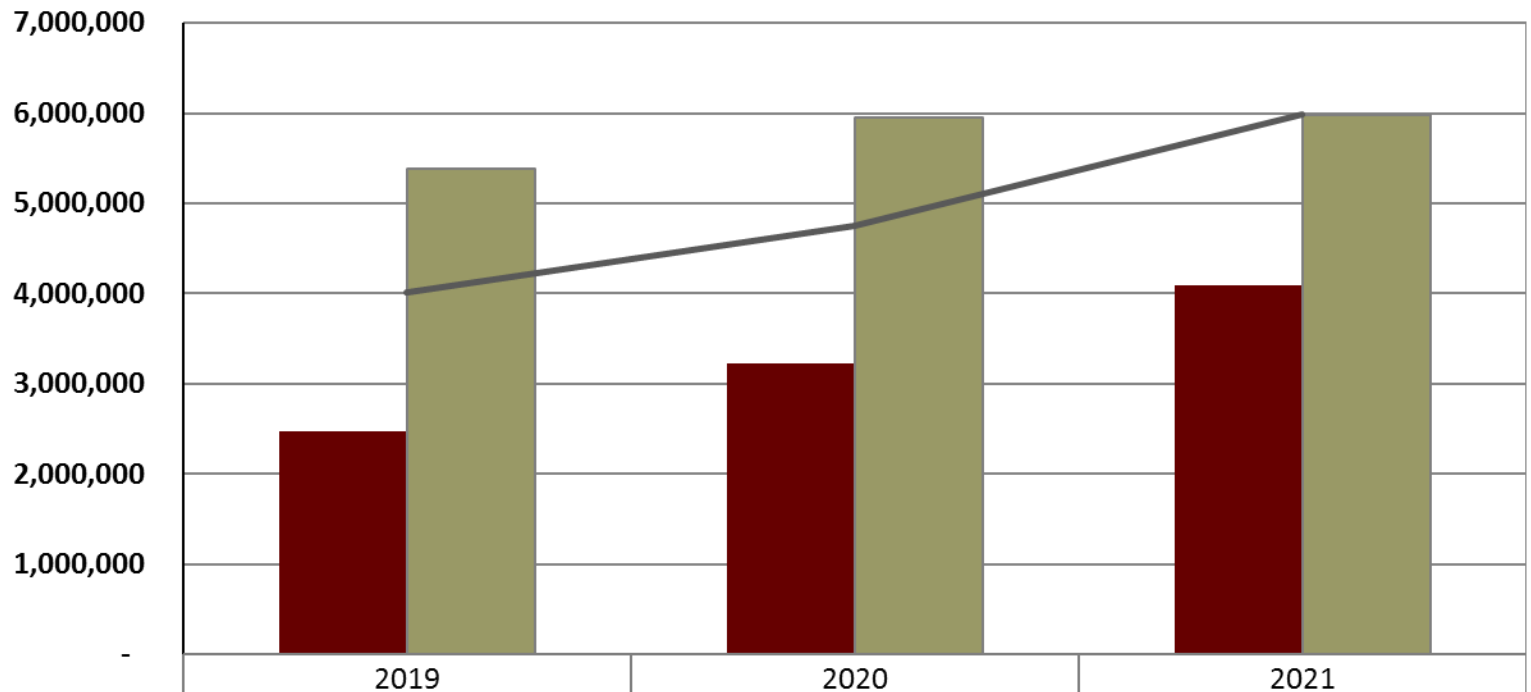
Available Fund Balance

This is the calculation utilized as the basis for comparing you to other units and calculating your fund balance percentages.

Available Fund Balance

	<u>2020</u>	<u>2021</u>
Available Fund Balance	\$ 3,226,446	\$ 4,091,618
Total Expenditures + Transfers out - Debt proceeds	\$ 5,948,955	\$ 5,978,405
Available Fund Balance / Net Expenditures	54.24%	68.44%

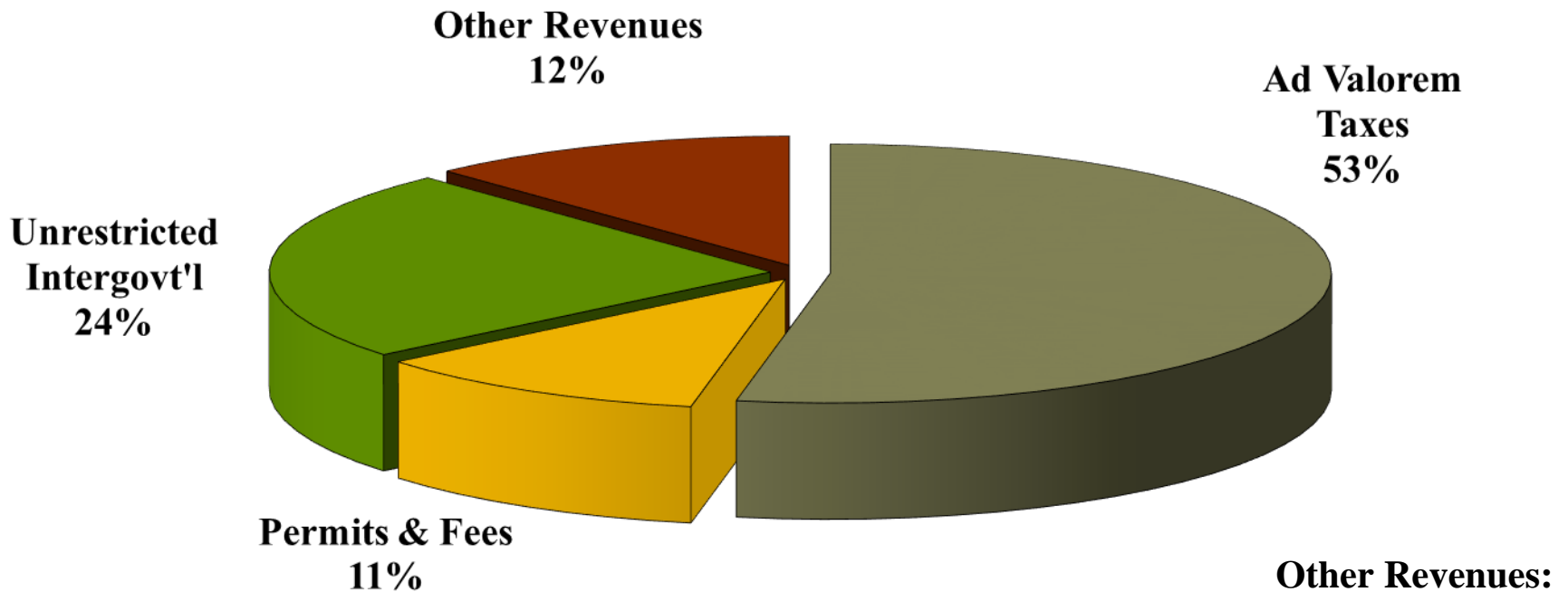
Fund Balance-General Fund



Fund Balance Available Excluding Powell Bill	2,470,189	3,226,446	4,091,618
Net Expenditures*	5,376,623	5,948,955	5,978,405
FBA as a % of Net Expenditures	45.9%	54.2%	68.4%

*Net expenditures = Total expenditures + Transfers out – Debt proceeds

Top 3 Revenues: General Fund



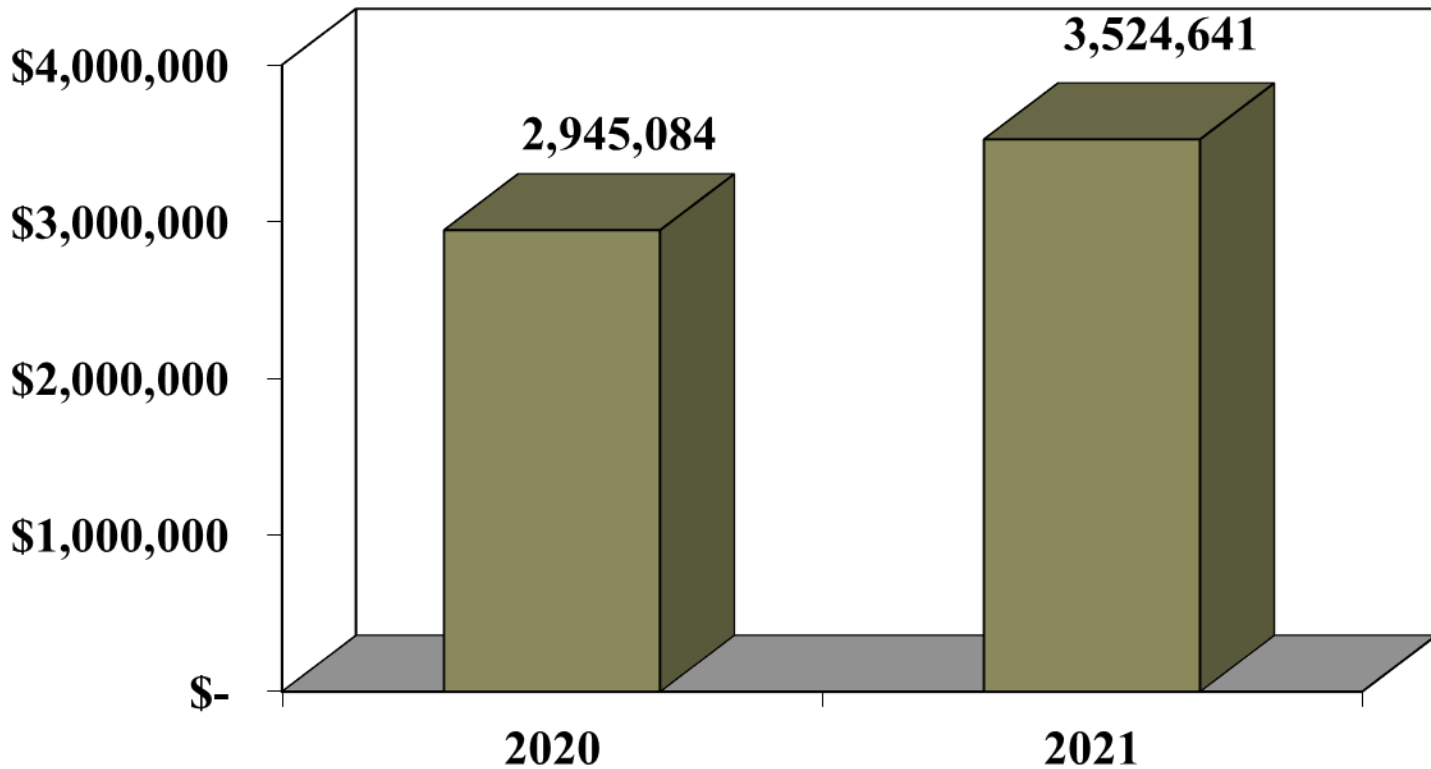
Permits & Fees
11%

Other Revenues:

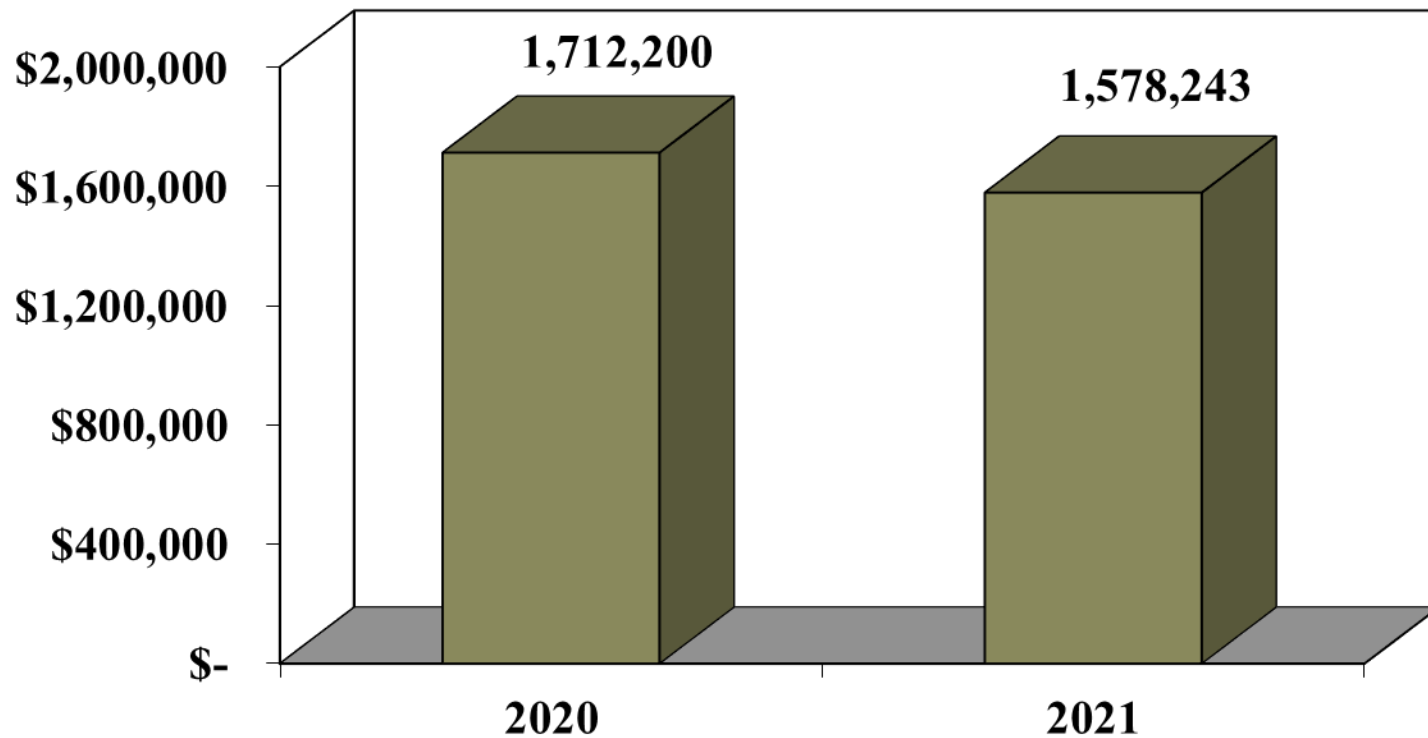
- Restricted intergovernmental
- Sales and services
- Investment earnings
- Miscellaneous

Top 3 comprise \$ 5,859,802 (87%) of revenues

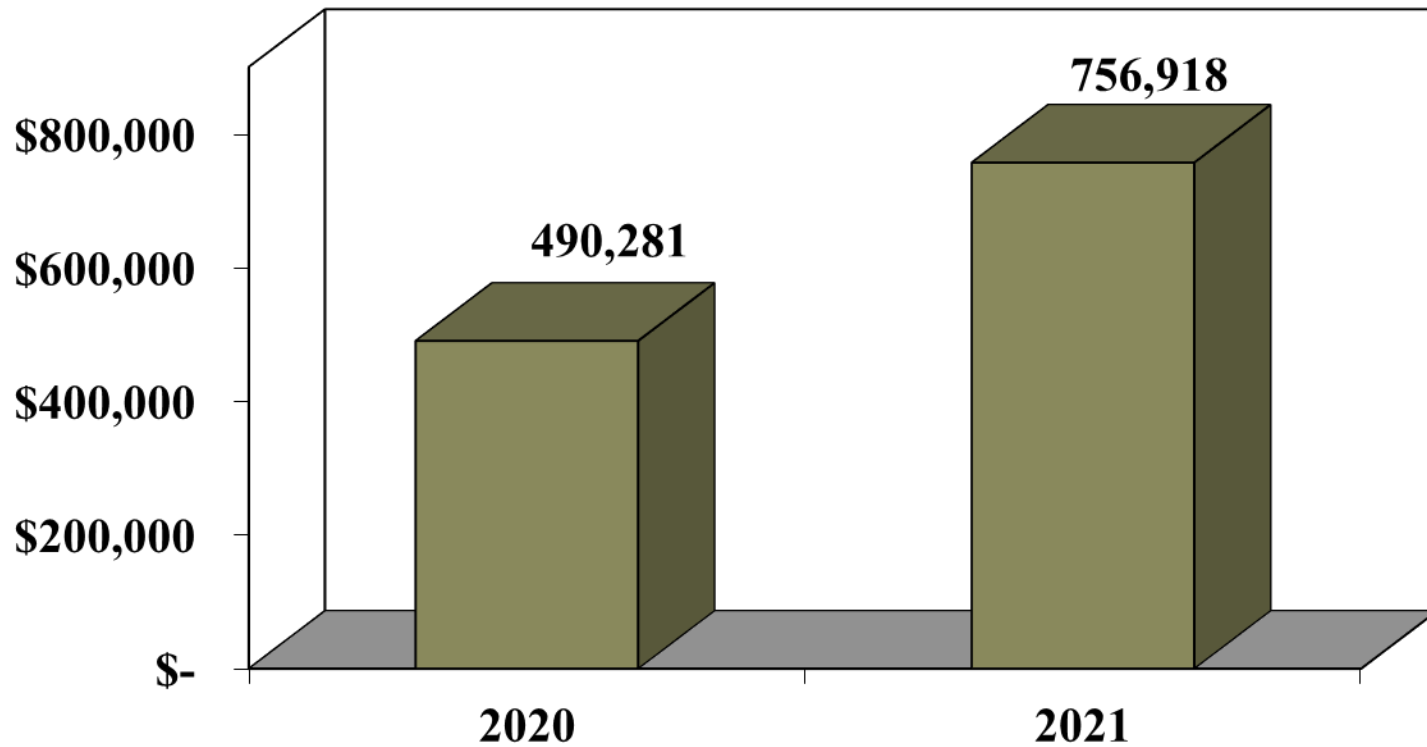
Ad Valorem Taxes



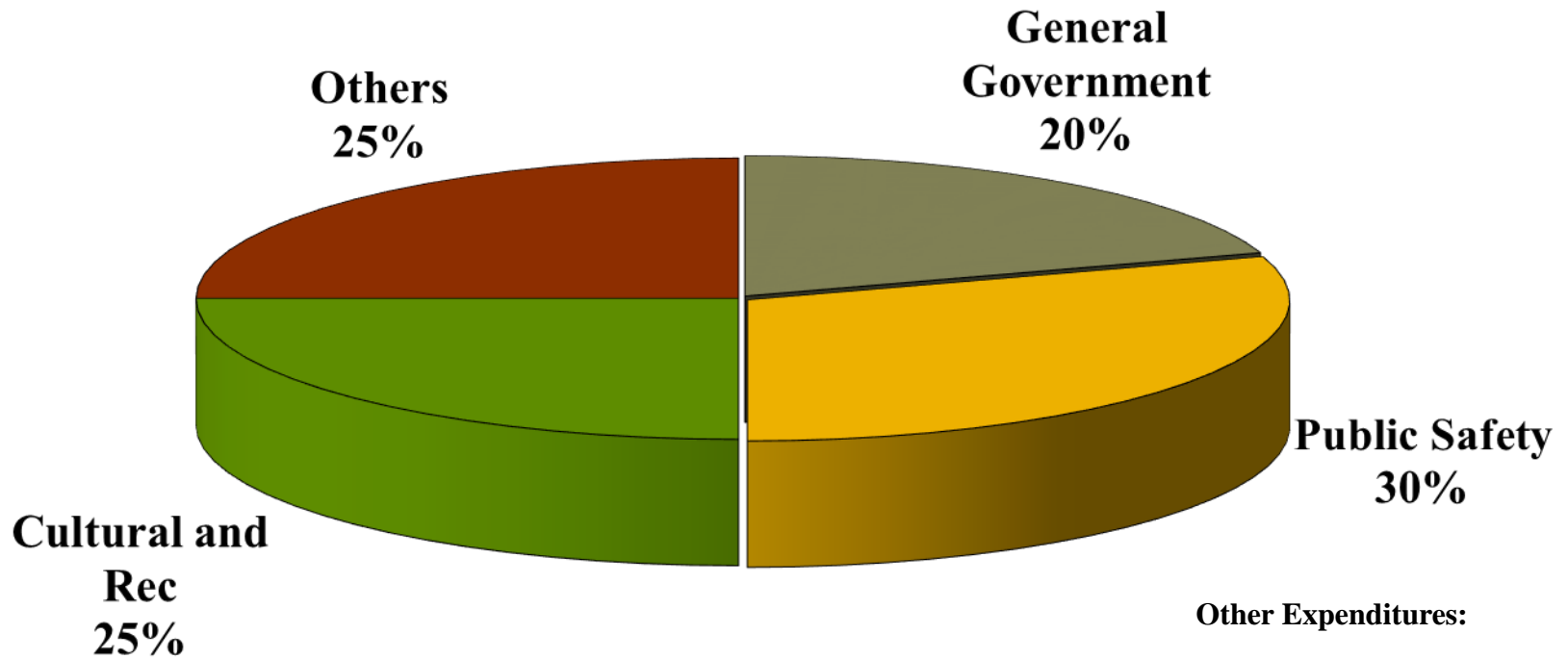
Unrestricted Intergovernmental Revenues



Permits & Fees



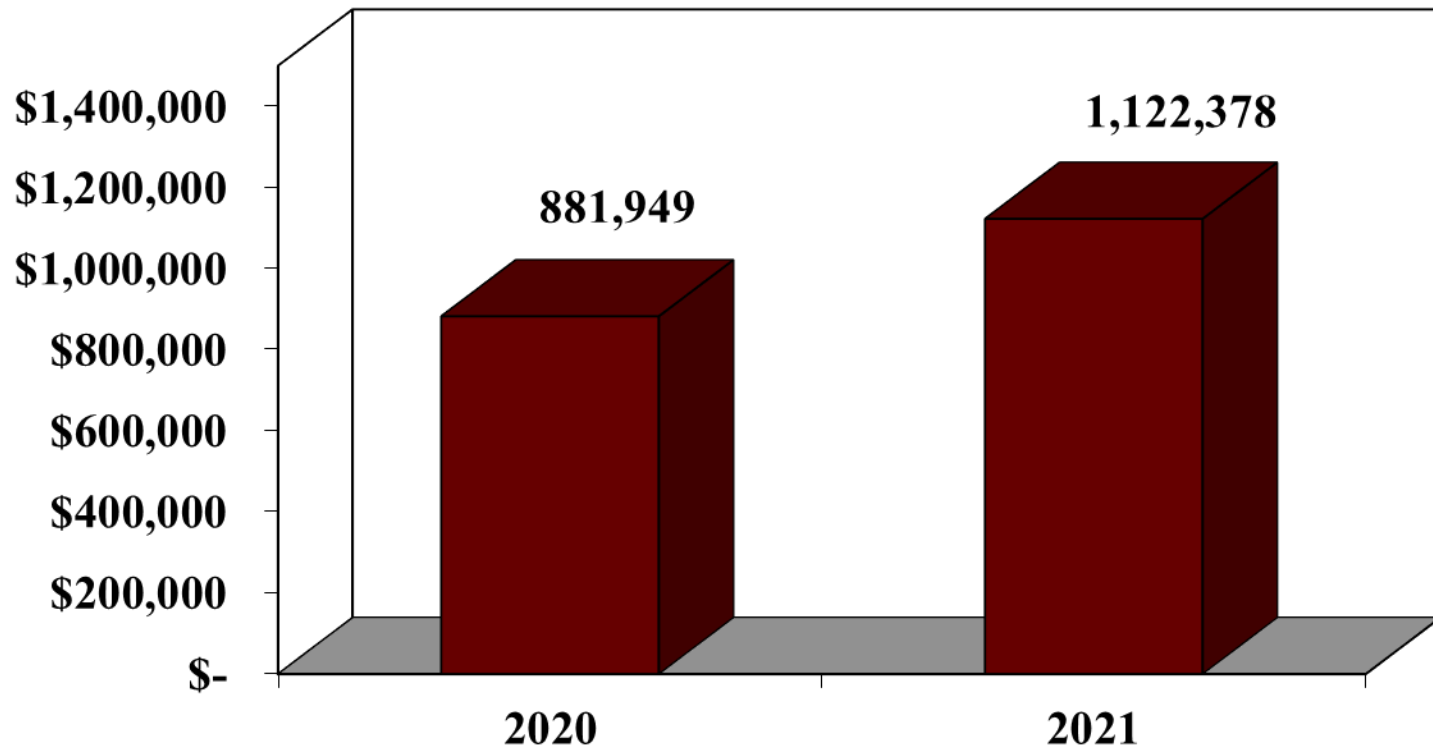
Top 3 Expenditures: General Fund



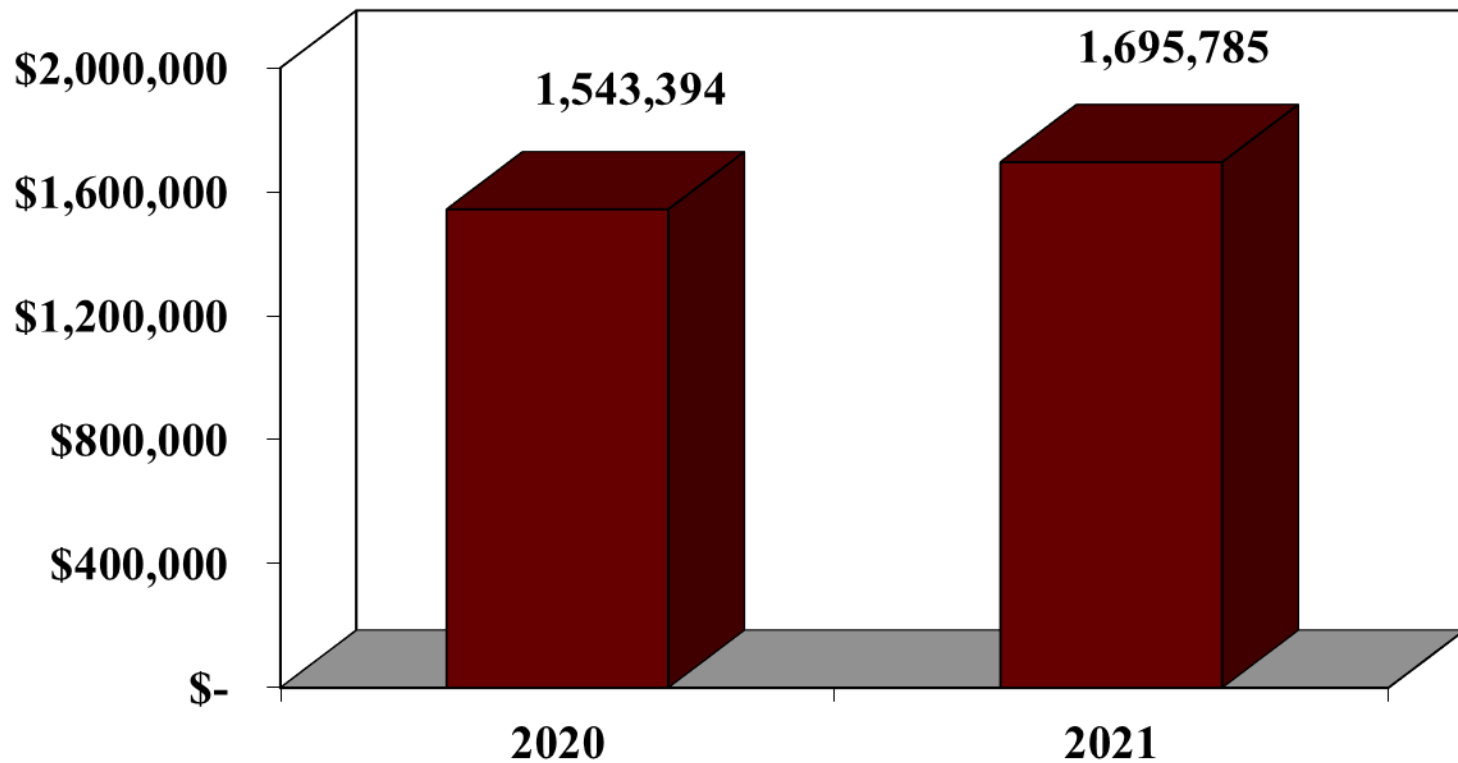
Top 3 comprise \$ 4,213,821 (75%) of expenditures

- Other Expenditures:**
- General Government
 - Transportation
 - Environmental Protection
 - Unemployment and insurance
 - Special projects

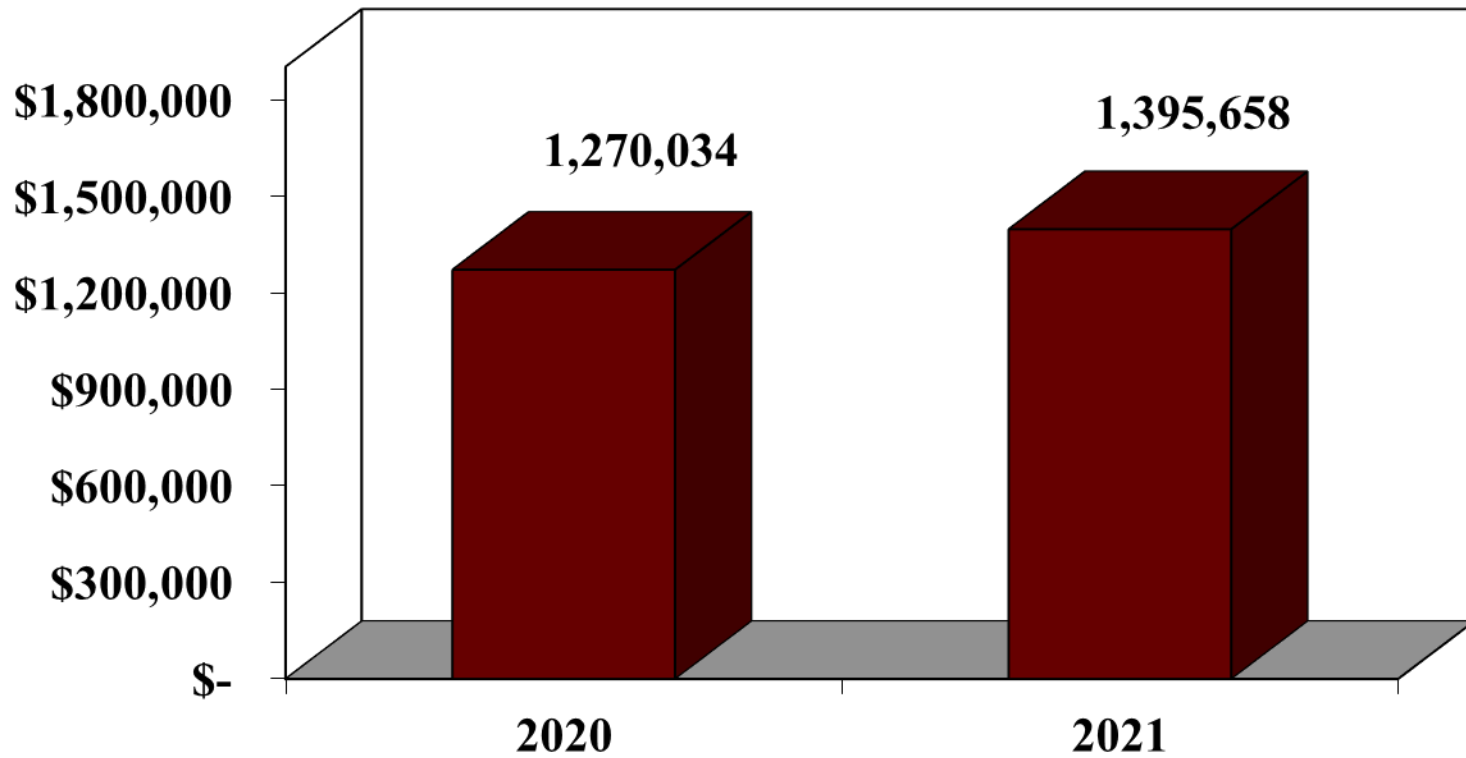
General Government Expenditures



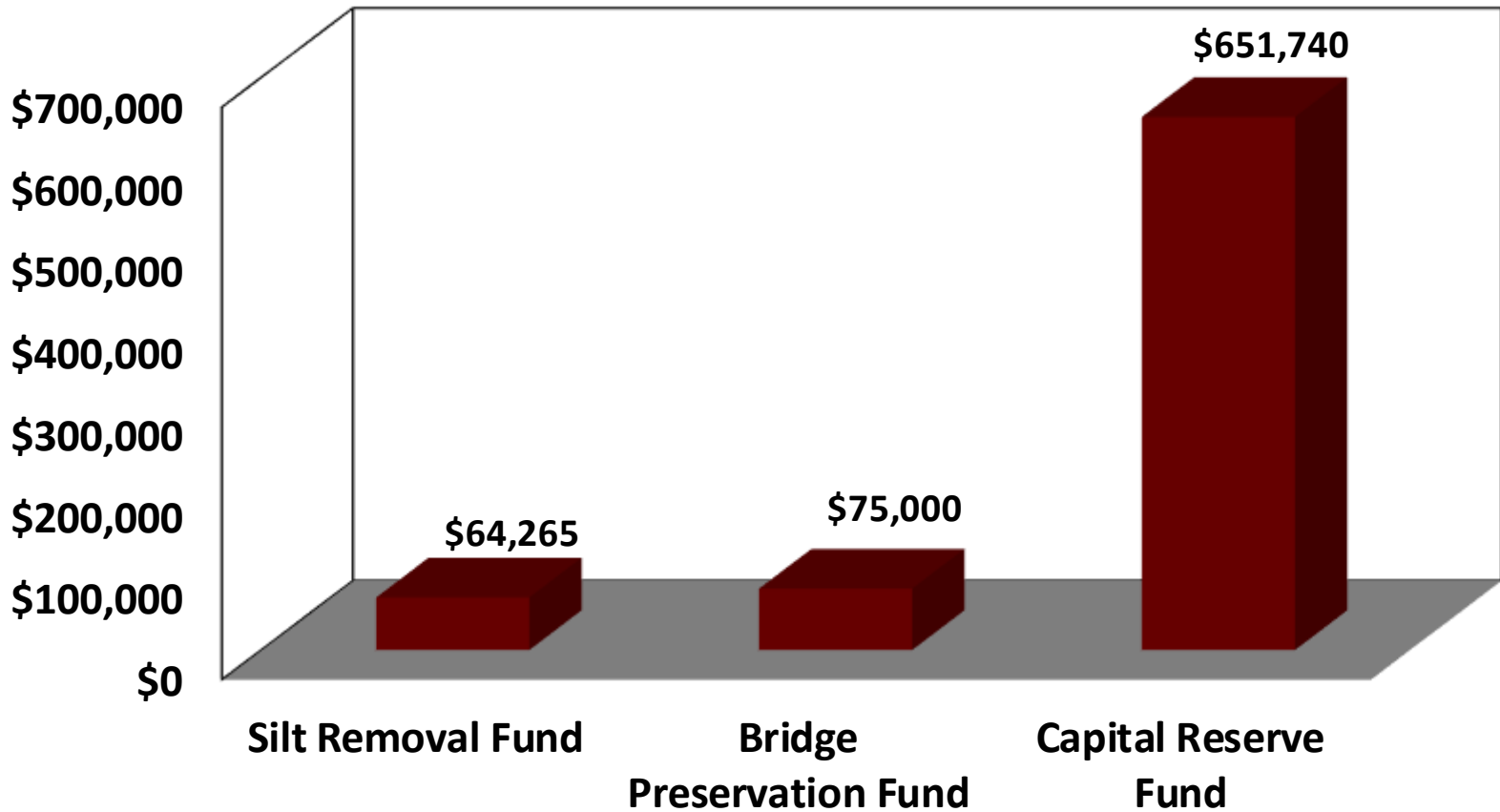
Public Safety Expenditures



Cultural & Rec Expenditures



Reserve Funds



Electric Fund

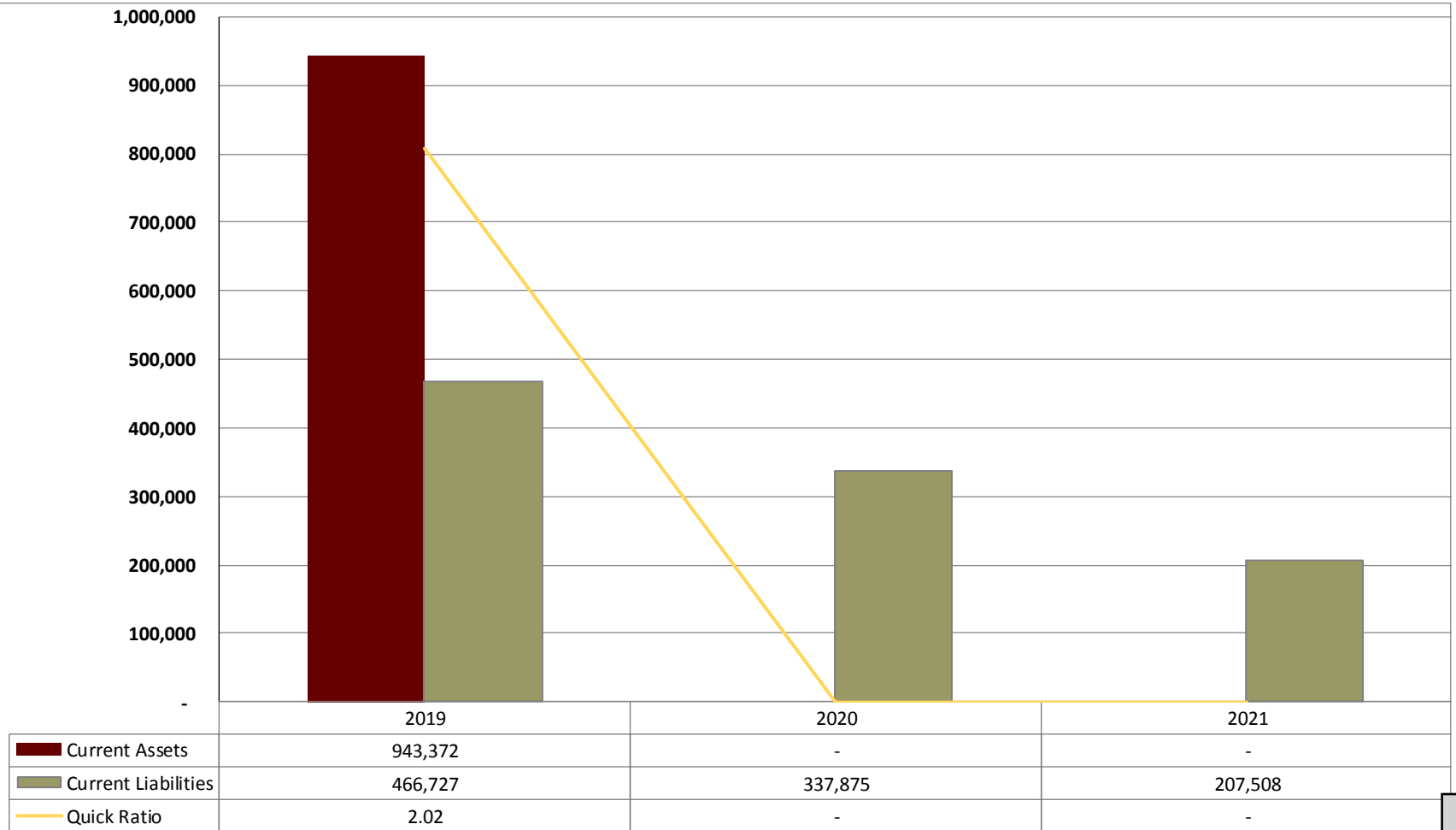
June 30, 2021

<u>Charges For Services</u>	<u>Unrestricted Net Position</u>
\$ 727,802	\$(342,551)

Comparison to June 30, 2020

\$ 344,690	\$(472,526)
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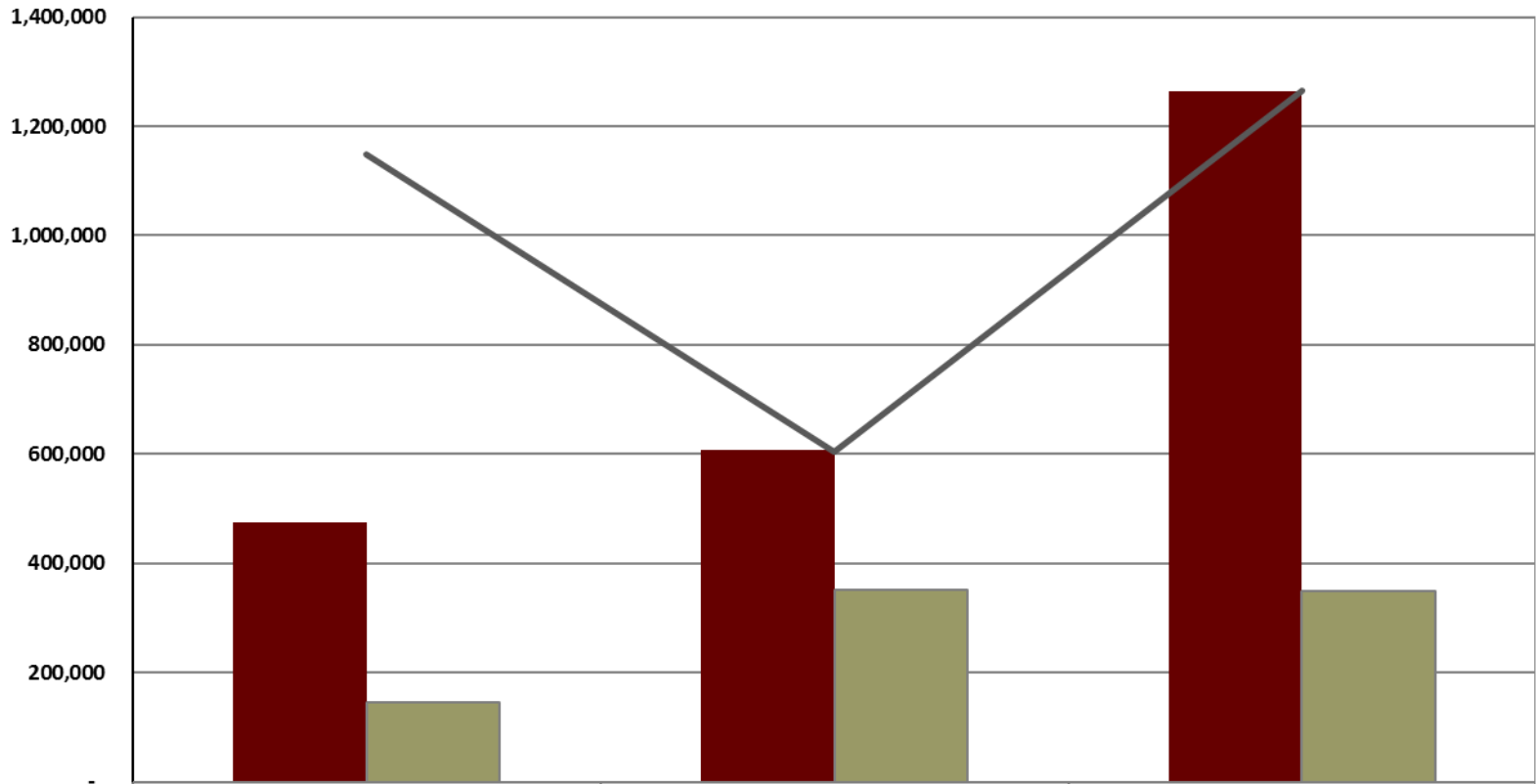
Quick Ratio – Electric



Water & Sewer Fund

<u>Required Debt Service</u>	<u>Charges For Services</u>	<u>Unrestricted Net Position</u>
\$ 127,682	\$ 1,611,096	\$ 883,581
<u>Comparison to June 30, 2020</u>		
\$ 128,972	\$ 1,194,474	\$ 223,997

Quick Ratio – Water & Sewer Fund



	2019	2020	2021
Current Assets	474,569	606,483	1,264,485
Current Liabilities	144,685	351,076	349,785
Quick Ratio	3.28	1.73	3.62

General Performance Indicators

- Identified material weakness & internal control
- Timely audit submission
- Stable property tax valuation & collection %
- Water & Sewer operating net income and cash to expense ratio

Discussion & Questions

MARTIN · STARNES
—
& ASSOCIATES, CPAs, P.A.

Town of Lake Lure

MARTIN · STARNES
& ASSOCIATES, CPAs, P.A.

VII

Changing of the Guards

- A. Awards of Appreciation to Outgoing Council Members – John W. Moore and John Kilby
- B. Oath of Office – Mayor Carol C. Pritchett
- C. Oath of Office – Commissioner Scott Doster
- D. Oath of Office – Commissioner Jim Proctor

VIII

Fifteen Minute Recess

IX

Public Comment

The public is invited to speak. Please keep comments limited to five minutes or less. Comments may also be submitted in writing to Town Clerk Olivia Stewman via the following email address: ostewman@townoflakelure.com

X

Consent Agenda

- A. Approval of the November 9, 2021 Regular Meeting Minutes and the December 1, 2021 Special Meeting Minutes
- B. Budget Amendment #318
- C. Dredging Grant Resolution No. 21-12-14
- D. Dredging Project No Conflict of Interest Certification



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, NOVEMBER 9, 2021, 5:00 P.M. VIRTUALLY VIA ZOOM**

PRESENT: Mayor Carol C. Pritchett
 Mayor Pro Tem John W. Moore
 Commissioner Patrick Bryant
 Commissioner David DiOrio
 Commissioner John Kilby

William Morgan, Jr., Town Attorney
 Shannon Baldwin, Town Manager

ABSENT: N/A

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 5:00 p.m. and gave the invocation. Council members led the pledge of allegiance.

II. APPROVE THE AGENDA

Commissioner David DiOrio made a motion to add golf course transition under new business and an additional session item regarding personnel matters under G.S. 143-318.11(a) (6). Commissioner Patrick Bryant made a motion to approve the Agenda, as amended. Commissioner David DiOrio seconded and the motion carried 4-0.

III. MAYOR'S COMMUNICATIONS

Mayor Carol C. Pritchett welcomed all and announced that Town meetings will return to in-person in December. Mayor Pritchett noted that the lake is currently down seven feet and will eventually be down 12 feet, and that many projects will be taking place during this year's drawdown period. Mayor Pritchett thanked those who voted and announced two new commissioners who will join the council on December 14th. She recognized the services of Commissioner John Moore and Commissioner John Kilby as their terms will be ending in December. Mayor Pritchett also recognized Town Manager Shannon Baldwin as her is set to retire on December 1, 2021.

Page 2- Minutes of the November 9, 2021 Regular Council Meeting

IV. TOWN MANAGER COMMUNICATIONS

Town Manager Shannon Baldwin noted the many accomplishments that have taken place during his time as manager and thanked staff and department directors. Manager Baldwin wished the Town well.

V. PUBLIC HEARING

Commissioner DiOrio made a motion to move into public hearing. Commissioner Bryant seconded and the motion passed 4-0.

- A. ORDINANCE NO. 21-11-09 - AN ORDINANCE AMENDING CHAPTER 92 ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES CONCERNING REVISIONS TO 92.042(D) (SEC. 4) (7) TO ADDRESS CURRENT ENGINEERING STANDARDS FOR CONSTRUCTING CELL TOWERS THAT IN CASE OF STRUCTURAL FAILURE WILL FALL WITHIN A CONFINED AREA**

Mayor Pritchett deferred to Community Development Director Michael Williams. Director Williams explained that the current ordinance is outdated and that discussions have led to the determination that the town is not within engineered fall zone and that the ordinance will put the town within current engineering standards of 110 percent of the engineered fall zone. Commissioner John Moore noted that this has been unanimously approved by the Zoning and Planning Board. Commissioner Williams confirmed and noted the Town issue regarding service and the difficulty finding a carrier.

Maureen Bay, Lake Lure resident, asked Director Williams if the fall zone would interfere with other park plans.

Director Williams explained that the project will remain the same and that the only change occurring is the addition to the Tower being located in park.

- B. ORDINANCE NO. 21-11-09A - AN ORDINANCE AMENDING CHAPTER 92 ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES CONCERNING REVISIONS TO 92.062(A) TO WAIVE A ZONING REVIEW FEE STRUCTURE FOR HOME OCCUPATION PERMIT APPLICATIONS DUE TO THE REQUIREMENT TO HAVE THE BOARD OF ADJUSTMENT APPROVE SUCH APPLICATIONS AS A SPECIAL USE, RATHER THAN ADMINISTRATIVE APPROVAL**

Director Williams explained that with a rise in home occupation participation there is a need for this. Director Williams also explained that there is currently two required permits (zoning

Page 3- Minutes of the November 9, 2021 Regular Council Meeting

review and special) that staff finds to be an unnecessarily high of a fee. Director Williams noted that the Zoning and Planning board reviewed and recommended the approval of the ordinance.

There was no public question or comment regarding this matter.

C. ORDINANCE NO. 21-11-09B - AN ORDINANCE ADOPTING THE TOWN OF LAKE LURE BOY'S CAMP ROAD PARK MASTER PLAN, AND TO INCORPORATE A COMMUNICATIONS TOWER INTO THE PARK PLANNED FOR PARCEL #1655367

Director Williams provided Council and attendees with a visual regarding the master plan with the incorporation of a cell tower. Director Williams noted that the Zoning and Planning Board recommended the approval of this ordinance.

There was no public question or comment regarding this matter.

Attorney William Morgan noted that the public hearing 48 hour rule established by the state due to COVID no longer applies and that immediate action may be taken regarding the matters discussed during public hearing.

Commissioner John Kilby made a motion to end the public hearing. Commissioner Bryant seconded and the motion passed 4-0.

VI. COUNCIL LIAISON REPORTS & COMMENTS

Commissioner John Kilby reported that the ABC Board and the Lake Advisory Board did not meet during October.

Commissioner DiOrio reported the activities of the Utilities Advisory Board.

Commissioner John Moore reported the activities of the Zoning and Planning Board.

Commissioner Patrick Bryant reported the activities of the Parks and Recreation Board and noted that the Board of Adjustment/Lake Structure Advisory Board did not meet.

VII. PUBLIC COMMENT

Mayor Carol C. Pritchett invited the audience to speak and no comments from the public were made.

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VIII. CONSENT AGENDA

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

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

- A. Adopt the October 12, 2021 Regular Meeting Minutes, and the October 27, 2021 Special Meeting Minutes
- B. Resolution No. 21-11-09 - Appointing Wendy Terry Deputy Town Clerk
- C. Budget Amendment #314 to cover expenses associated with workplace investigation research/report
- D. Budget Amendment #315 for Schnabel work order #8 - Conceptual design of a replacement Dam.
- E. Budget Amendment #316 for Manhole Rehabilitation Project
- F. Resolution No. 21-11-09A - Honoring The Dedicated Service of Public Works Director David Arrowood

IX. UNFINISHED BUSINESS

A. ORDINANCE NO. 21-11-09C – AN ORDINANCE ADOPTING AND ENACTING THE TOWN OF LAKE LURE CODE OF ORDINANCES RECODIFICATION

Town Clerk Olivia Stewman explained that this item was approved via motion under consent agenda during the October Council meeting. Clerk Stewman was made aware that the recodification should be adopted via ordinance and she had added it to this meeting's unfinished business section for this purpose.

Commissioner Moore made a motion to adopt Ordinance No. 21-11-09C. Commissioner DiOrio seconded and the motion passed 4-0.

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X. NEW BUSINESS:

A. ORDINANCE NO. 21-11-09 - AN ORDINANCE AMENDING CHAPTER 92 ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES CONCERNING REVISIONS TO 92.042(D) (SEC. 4) (7) TO ADDRESS CURRENT ENGINEERING STANDARDS FOR CONSTRUCTING CELL TOWERS THAT IN CASE OF STRUCTURAL FAILURE WILL FALL WITHIN A CONFINED AREA

Mayor Pritchett asked if there was any further discussion regarding this matter.

Town Attorney William Morgan noted that a motion should be made in addition that state proposed changes are consistent with the comprehensive plan and why. Attorney Morgan noted that a motion would be reasonable and for public benefit. Baldwin noted that a statement may take a neutral position.

Commissioner DiOrio made a motion to adopt Ordinance No. 21-11-09. Commissioner Bryant seconded and the motion carried 4-0.

Commissioner DiOrio made a motion to deem Ordinance No. 21-11-09 to be consistent with the comprehensive plan because it adopts modern engineering practice into the Town of Lake Lure Code of Ordinances. Commissioner Kilby seconded and the motion carried 4-0.

Commissioner DiOrio motioned to deem Ordinance No. 21-11-09 to be reasonable and in the public interest because it adopts modern safety standards to protect the public. Commissioner Bryant seconded and the motion carried 4-0.

X. NEW BUSINESS:

B. ORDINANCE NO. 21-11-09A - AN ORDINANCE AMENDING CHAPTER 92 ZONING REGULATIONS OF THE TOWN OF LAKE LURE CODE OF ORDINANCES CONCERNING REVISIONS TO 92.062(A) TO WAIVE A ZONING REVIEW FEE STRUCTURE FOR HOME OCCUPATION PERMIT APPLICATIONS DUE TO THE REQUIREMENT TO HAVE THE BOARD OF ADJUSTMENT APPROVE SUCH APPLICATIONS AS A SPECIAL USE, RATHER THAN ADMINISTRATIVE APPROVAL

Commissioner DiOrio made a motion to adopt Ordinance No. 21-11-09A. Commissioner Kilby seconded and the motion carried 4-0.

Commissioner DiOrio made a motion to deem Ordinance No. 21-11-09A to be consistent with the comprehensive plan because it updates procedures that will facilitate home occupation. Commissioner Bryant seconded and the motion carried.

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Commissioner DiOrio motioned to deem Ordinance No. 21-11-09A to be reasonable and in the public interest because facilitates the ability for residents to obtain home occupation permits. Commissioner Kilby seconded and the motion carried 4-0.

X. NEW BUSINESS:

C. ORDINANCE NO. 21-11-09B - AN ORDINANCE ADOPTING THE TOWN OF LAKE LURE BOY’S CAMP ROAD PARK MASTER PLAN, AND TO INCORPORATE A COMMUNICATIONS TOWER INTO THE PARK PLANNED FOR PARCEL #1655367

Commissioner DiOrio made a motion to adopt Ordinance No. 21-11-09B. Commissioner Bryant seconded and motion carried 4-0.

Commissioner DiOrio made a motion to deem Ordinance No. 21-11-09B to be consistent with the comprehensive plan because it is a direct update to the master plan. Kilby seconded and the motion carried 4-0.

Commissioner DiOrio motioned to deem Ordinance No. 21-11-09B to be reasonable and in the public interest because it improves public safety and provides broadband, internet, and cellular connectivity to the residents of the Town of Lake Lure. Commissioner Bryant seconded and the motion carried 4-0.

X. NEW BUSINESS:

D. FEMA GRANT FUNDING – SCHNABLE WORK ORDER #8 – CONCEPTUAL DESIGN FOR THE DAM REHABILITATION

Communications Specialist Laura Krejci announced the approval of the FEMA grant purposed for conceptual design for the dam rehabilitation. Specialist Krejci noted that approval would allow Schnabel to proceed with the conceptual design.

Commissioner Bryant made a motion to approve the FEMA grant. Commissioner DiOrio seconded and the motion passed 4-0.

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X. NEW BUSINESS:
E. COMMUNICATIONS TOWER AGREEMENT UPDATE

Director Williams provided an update that the communications tower agreement is advancing and that tonight’s meeting allows for additional progression. Director Williams mentioned that an AT&T representative is present tonight. Manager Baldwin stated that the remainder of the progress will be between staff and AT&T. Director Williams explained that AT&T will be applying for permits for setbacks and will be doing a balloon test. Director Williams noted that the contract is ready to proceed and that a report based on indoor reception indicates that four or five bars of service will be available to all main channels on the lake and that other locations will have service as well.

Commissioner DiOrio noted that it is a streamline design monopole and that it will not be a nuisance or cause any view obstructions.

X. NEW BUSINESS:
F. CERTIFIED PUBLIC SAFETY PERSONNEL COMPENSATION AND BUDGET AMENDMENT # 317

Commissioner DiOrio explained that there has been research regarding the pay of the Lake Lure certified public safety personnel and that surrounding jurisdictions are offering higher wages. Commissioner DiOrio noted that research shows that the Town of Lake Lure is underpaying certified public safety personnel. Commissioner DiOrio also noted that hard work and phenomenal attitudes of Lake Lure fire and police.

Commissioner DiOrio proposed a wage and salary increase for certified public safety personnel of 5 percent for police and 8 percent for fire.

Commissioner DiOrio made a motion to approve certified public safety personnel compensation along with budget amendment #317. Commissioner Moore seconded and the motion carried 4-0.

X. NEW BUSINESS:
G. MANHOLE REHABILITATION PROJECT BID AWARD

Maurice Walsh, PE, explained the manhole rehabilitation project bid process and announced that the responsible low bidder was CTR Utility Rehabilitation, LLC with a bid of

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474,375. Mr. Walsh noted that this is a good number and recommended awarding the contract and allowing CTR to begin working in December.

Commissioner Kilby made a motion to approve the award of contract to the apparent responsible low bidder to complete the manhole rehabilitation project. Commissioner DiOrio seconded and the motion carried 4-0.

X. NEW BUSINESS:
H. GOLF COURSE

Commissioner DiOrio proposed that the Town designate the golf course grounds as green space, notify the public that it will be open for enjoyment on January 1, 2022, and that the standard of maintenance be consistent with trail maintenance of other municipal parks. Commissioner Bryant seconded and the motion passed 4-0.

Commissioner Bryant noted that the Parks and Recreation Board had discussed the future possibility of obtaining a new concessionaire to remain a golf course but with the removal of tax subsidies. Commissioner Bryant also noted that Parks, Recreation, and Trails Coordinator Dana Bradley had explained that the Town is planning to subsidize for additional maintenance.

XI. CLOSED SESSION

Commissioner Kilby made a motion to go into closed session in accordance with G.S. 143-318.11(a) (3) for the purpose of discussion attorney client privilege and G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters. Commissioner DiOrio seconded and the motion carried 4-0.

During Closed Session, Council discussed legal claims and personnel matters.

Commissioner John Kilby made a motion to return to open session. Commissioner David DiOrio seconded and the motion carried 4-0.

XII. ADJOURN THE MEETING

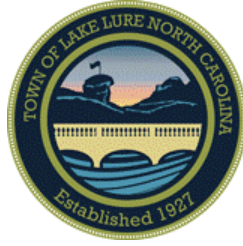
With no further business, Commissioner Kilby made a motion to adjourn the meeting at 7:30 p.m. Commissioner Moore seconded and the motion carried 4-0.

ATTEST:

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Olivia Stewman,
Town Clerk

Mayor Carol C. Pritchett



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL
HELD TUESDAY, DECEMBER 1, 2021, 8:30 A.M. AT THE LAKE LURE MUNICIPAL
CENTER**

PRESENT: Mayor Carol C. Pritchett
Mayor Pro Tem John W. Moore
Commissioner Patrick Bryant
Commissioner David DiOrio
Commissioner John Kilby

William Morgan, Jr., Town Attorney
Shannon Baldwin, Town Manager

ABSENT: N/A

I. CALL TO ORDER

Mayor Carol C. Pritchett called the meeting to order at 8:36 p.m. and gave the invocation. Council members led the pledge of allegiance.

II. APPROVE THE AGENDA

Commissioner David DiOrio made a motion to add item III as Public Comment. Commissioner John Kilby seconded and all were in favor.

III. PUBLIC HEARING

Commissioner DiOrio made a motion to move into public hearing. Commissioner Moore seconded and the motion passed 3-0.

A. ORDINANCE NO. 21-12-01 – AN ORDINANCE ASSIGNING THE ACQUIRED BOYS CAMP ROAD PROPERTY TO GOVERNMENT USE (GU) ZONING

Community Development Director Michael Williams explained that the property was recently acquired and that it is in the plans to construct a park and cell tower and that the Government Use (GU) is the most appropriate zoning for the property.

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Commissioner John Moore made a motion to end the public hearing. Commissioner Kilby and the motion passed 4-0.

VI. PUBLIC COMMENT

There was no public comment.

V. CONSENT AGENDA

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

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

- A. Resolution No. 21-11-09A - Honoring The Dedicated Service of Town Manager Shannon Baldwin

VII. NEW BUSINESS:

- A. **ORDINANCE NO. 21-12-01 – AN ORDINANCE ASSIGNING THE ACQUIRED BOYS CAMP ROAD PROPERTY TO GOVERNMENT USE (GU) ZONING**

Commissioner DiOrio made a motion to adopt Ordinance No. 21-12-01. Commissioner Kilby seconded and all voted in favor.

VII. NEW BUSINESS:

- B. **PUBLIC SERVICES DIRECTOR APPOINTMENT – DEAN LINDSEY**

Commissioner DiOrio explained that former Public Works Director David Arrowood entered retirement and the Town had looked at reorganization for the purpose of increased efficiency. Commissioner DiOrio continued to explain that in the past dam, hydro, wastewater treatment plant, and public works were overseen by a single director. Commissioner DiOrio recognized that hydro had improved immensely since the oversight of such areas had split and explained the Town reached out to Dean Lindsey to ask to include the oversight of public works and that Lindsey agreed and the Public Services Director position was created. Commissioner

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DiOrio recommended changing Dean Lindsey's position description to incorporate the organization and oversight of all public service

Commissioner DiOrio made a motion to approve Dean Lindsey's appointment as Public Services Director and encompassing all of the various areas of that he will be overseeing with an appropriation of an additional 15,000 dollars a year to cover an increase of duties. Commissioner Moore seconded and all voted in favor.

VII. NEW BUSINESS:

C. APPROPRIATION FOR THE PUBLIC SERVICES DIRECTOR POSITION

This was discussed and voted on under New Business B.

VII. NEW BUSINESS:

D. INTERIM TOWN MANAGER APPOINTMENT – OLIVIA STEWMAN

Mayor Pritchett noted that Olivia Stewman had been the acting town manager since November 17th and that Shannon Baldwin has entered retirement as of December 1, 2021. Mayor Pritchett explained that the Town needs an Interim Town Manager while the search for a permanent Town Manager continues. Mayor Pritchett asked for a motion to appoint Olivia Stewman as Interim Town Manager.

Commissioner Kilby made a motion to approve the appointment of Olivia as town manager. Commissioner Moore seconded and all voted in favor.

VIII. CLOSED SESSION

Commissioner DiOrio made a motion to go into closed session in accordance with G.S. 143-318.11(a) (1) concerning information made confidential by law, G.S. 143-318.11(a) (3) for the purpose of discussion attorney client privilege, and G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters. Commissioner Moore seconded and the motion carried 4-0.

During Closed Session, Council discussed confidential information, legal claims and personnel matters.

Commissioner John Kilby made a motion to return to open session. Commissioner David DiOrio seconded and the motion carried 4-0.

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IX. NEW BUSINESS:

E. INTERIM TOWN MANAGER CONTRACT

Commissioner John Kilby made a motion to approve the Interim Town Manager Contract discussed in closed session. Commissioner DiOrio seconded and the motion carried 4-0.

X. ADJOURN THE MEETING

With no further business, Commissioner Kilby made a motion to adjourn the meeting at 9:51 a.m. Commissioner DiOrio seconded and the motion carried 4-0.

ATTEST:

Olivia Stewman,
Town Clerk

Mayor Carol C. Pritchett

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: December 14, 2021**

SUBJECT: Cover increase cost for property & liability insurance.

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: B
Department: Non-Government
Contact: Sam Karr, Finance Director
Presenter: Sam Karr, Finance Director

BRIEF SUMMARY: Cover increase cost for property and liability insurance. Our insurance premium for property and liability increased through the NCLM and Fire Insurance.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

Approve budget amendment #318.

FUNDING SOURCE:

Transfer from Fund Balance

ATTACHMENTS:

Budget Amendment Form

STAFF'S COMMENTS AND RECOMMENDATIONS:

Accept budget amendment #318 to cover overrun.

Budget Amendment #318

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

Be it ordained by the Board of Commissioners of the Town of Lake Lure that the following amendment be made to the budget ordinance for the fiscal year ending June 30, 2022:

Department: Non-Government-Insurance

Purpose: To cover over run insurance line item. Premiums increased for property and liability part of insurance.

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

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
450	10-920000		\$12,000	\$162,000

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

Account Name: **Transfer From Fund Balance**
 Account Number: **10-398604**
 Amount: **\$12,000**

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

 Finance Officer

 Date

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

Adopted this _____ day of _____, 2021.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: December 14, 2021

SUBJECT: Resolution No. 21-12-14 – Dredging Grant 2021

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: C
Department: Parks, Recreation, and Lake
Contact: Dana Bradley, Parks, Recreation, and Trails Coordinator
Presenter: Dana Bradley, Parks, Recreation, and Trails Coordinator

BRIEF SUMMARY: Resolution No. 21-12-14 confirms Council approval of the 2021 dredging project grant/sponsorship.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt Resolution No. 21-12-14.

ATTACHMENTS: Resolution No. 21-12-14

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends the adoption of Resolution No. 21-12-14.

Resolution No. 21-12-14

WHEREAS, the Town of Lake Lure Board of Commissioners desires to sponsor, the Town of Lake Lure General Navigation Dredging Project. This project is projected to remove approximately 40,000 cubic yards of sediment via dredging from the Broad River and Lake Lure, improving general navigation and boater safety in an area of the lake that experiences significant impact from upstream sedimentation, impeding access to the Town marina and public launch ramp.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Board requests the State of North Carolina to provide financial assistance to the Town of Lake Lure for the Town of Lake Lure General Navigation Dredging Project in the amount of \$ 750,000 or 75 percent of project construction cost, whichever is the lesser amount;
- 2) The Board assumes full obligation for payment of the balance of project costs;
- 3) The Board will obtain all necessary State and Federal permits;
- 4) The Board will comply with all applicable laws governing the award of contracts and the expenditure of public funds by local governments.
- 5) The Board will supervise construction of the project to assure compliance with permit conditions and to assure safe and proper construction according to approved plans and specifications;
- 6) The Board will obtain appropriate easements, rights-of-way or suitable dredge material disposal areas that may be necessary for the construction and operation of the project without cost or obligation to the State;
- 7) The Board will ensure that the project is open for use by the public on an equal basis with limited restrictions (if on public property);
- 8) The Board will hold the State harmless from any damages that may result from the construction, operation and maintenance of the project;
- 9) The Board accepts responsibility for the operation and maintenance of the completed project.

Adopted by the Town of Lake Lure Board of Commissioners this _____ day of 2021.

Clerk to the Council/Board

Mayor / Chairperson of Council / Board

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: December 14, 2021

SUBJECT: No Conflict of Interest Certification for the Lake Lure Dredging Project

AGENDA INFORMATION:

Agenda Location: Consent
Item Number: D
Department: Parks, Recreation, and Lake
Contact: Dana Bradley, Parks, Recreation, and Trails Coordinator
Presenter: Dana Bradley, Parks, Recreation, and Trails Coordinator

BRIEF SUMMARY: A signed No Conflict of Interest Policy is required to be submitted with the dredging grant the Parks and Recreation Department has completed.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To approve the No Conflict of Interest Certification for the Lake Lure Dredging Project.

ATTACHMENTS: No Conflict of Interest Certification

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends approval.



Town of Lake Lure No Conflict of Interest Certification

The Town of Lake Lure hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed as part of the Town of Lake Lure Dredging project that would create any actual or potential conflicts of interest (or apparent conflicts of interest) for any of its employees, contractors, subcontractors, designees or other entities or individuals involved in the Town of Lake Lure Dredging project (including conflicts of interest for immediate family members: spouses, parents, or children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage.

In this certification, the term "potential conflict" means reasonably foreseeable conflicts of interest. The Town of Lake Lure further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the NC Department of Environmental Quality's satisfaction, any such conflict of interest (or apparent conflict of interest).

Print Name: _____

Signature: _____

Title: _____

Date: _____

XI

NEW BUSINESS

- A. Adoption of the 2022 Town Council Meeting Schedule
- B. Assigning Council Liaisons
- C. Advisory Board Terms
- D. Appointing Mayor Pro Tem
- E. Cell Tower Ground Lease Agreement with Tillman Infrastructure
- F. TDA Appropriation Approval
- G. Selection for Design-Build Services – Subaqueous Sanitary Sewer Replacement
- H. Green Space Name and Signage Requests
- I. Ordinance No. 21-12-14 – An Ordinance Amending Chapter Four of the Town of Lake Lure Code of Ordinances for the purpose of adding Lake Lure Greenspace to the inventory of locations specified under section 4-2(c) in which the Town requires dogs to be properly restrained by a leash.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: December 14, 2021**

SUBJECT: 2022 Town Council Meeting Schedule

AGENDA INFORMATION:

Agenda Location: New Business

Item Number: A

Contact: Olivia Stewman, Town Clerk / Interim Town Manager

Presenter: Olivia Stewman, Town Clerk / Interim Town Manager

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt 2022 Town Council meeting schedule with or without any amendments.

ATTACHMENTS: Draft 2022 Town Council Meeting Schedule

TOWN COUNCIL MEETING SCHEDULE FOR 2022

DATE	LOCATION	TIME	TYPE
January 11, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
January 26, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
February 8, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
February 23, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
March 8, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
March 30, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
April 12, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
April 27, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
May 10, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
May 25, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
June 14, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
June 29, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
July 12, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
July 27, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
August 9, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
August 31, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
September 13, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
September 28, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
October 11, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
October 26, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
November 8, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
November 23, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session
December 13, 2022	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
December 28, 2022	Lake Lure Conference Room/Virtual	8:30 a.m.	Work Session

* Regular Town Council meetings are held on the 2nd Tuesday of each month.

*Work Session Meetings are held on the last Wednesday of each month.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: December 14, 2021**

SUBJECT: Cell Tower Easement and Lease – Tillman Infrastructure

AGENDA INFORMATION:

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

BRIEF SUMMARY: Town staff met with representatives from Tillman Infrastructure, a tower contractor through AT&T, to discuss lease terms for a cell tower at the Boys Camp Road Park parcel. Town staff and Tillman representatives were able to reach a mutually acceptable lease proposal.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To approve/deny the proposed cell tower lease with Tillman Infrastructure

ATTACHMENTS: Proposed cell tower easement agreement; proposed option and lease agreement

STAFF'S COMMENTS AND RECOMMENDATIONS: To approve the proposed cell tower easement and the proposed option and lease agreements with Tillman Infrastructure

Prepared by:
 GAIA Towers Holdings LLC
 152 W 57th Street 27th Floor
 New York, NY 10019

Record and Return to:

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 20__ (“Effective Date”), by and between _____, a _____, (“Site Owner”) and GAIA Towers Holdings LLC, a Delaware limited liability company, (“GAIA”). All references hereafter to “GAIA” and “Site Owner” shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (GAIA and Site Owner, collectively, “Parties”).

RECITALS

WHEREAS, Site Owner is the owner of that certain property (“Property”) located in _____ County, State of _____, referred to as Parcel No. _____ and having a street address of _____, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant GAIA full discharge and acquittance therefor, Site Owner and GAIA agree to the following::

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to GAIA:

(i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 (“Communication Easement”) for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, “Facilities”) and any related activities and uses including those necessary for GAIA to comply with its obligations under the agreements listed on Exhibit C (“Existing Agreements”) together with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and/or described on Exhibit B-2 (“Access and Utility Easements,” Communication Easement and Access and

Utility Easements, collectively “Easements”) for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to GAIA, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to GAIA of all rents and other monies due the Site Owner pursuant to the Existing Agreements. GAIA assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (i) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (ii) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, GAIA shall have the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of GAIA and/or GAIA’s present or future lessees or licensees (collectively, “Customers”).

4. Term. This Agreement and the Easements shall be for a term of twenty-five (25) years commencing on the Effective Date. Notwithstanding the foregoing, in the event GAIA and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than three years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. GAIA may surrender the Easements for any reason or at any time by giving thirty (30) days’ notice to Site Owner. Upon surrender, this Agreement shall be terminated, and GAIA and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner. GAIA shall use commercially reasonable efforts to enforce the tenants’ obligation under the Existing Agreement to remove their Facilities upon termination of the Existing Agreements. GAIA shall include a provision in all future agreements that require such Customer to remove their Facilities within 120 days after such new Agreement has terminated.

5. Improvements; Utilities. GAIA and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of GAIA and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with GAIA and to act reasonably and in good faith in granting GAIA the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon GAIA’s request, execute and record a separate written easement with GAIA or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints GAIA as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by GAIA and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by GAIA to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the “Taxes”) attributable to the Property, this Agreement and the Easements. Without limiting the foregoing, except to the extent Taxes are the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the payment of such Taxes. Within ten (10) days of receiving a request from GAIA, Site Owner shall furnish to GAIA a copy of each bill for any such Taxes and evidence of Site Owner’s payment of such bill. In the event that Site Owner fails to pay any

Taxes when due, GAIA shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse GAIA for the full amount of such Taxes paid by GAIA on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from GAIA. GAIA will use commercially reasonable efforts to enforce the tax obligations of the tenants under the Existing Agreements. GAIA further agrees that if GAIA were to add a new tenant to the Easements and there is an increase to Site Owner's real property taxes which are the direct result of GAIA's improvements (excluding any improvements by parties claiming rights of possession through one of the Existing Agreements) on the Easements, then GAIA shall either get the new tenant to pay such proportionate share of such tax increase and if such tenant doesn't pay such tax increase then GAIA shall pay that proportionate share of such tax increase provided that as a condition of GAIA's obligation to pay such tax increases, Site Owner provides to GAIA the documentation from the taxing authority reasonably acceptable to GAIA indicating that the increase is due to GAIA's improvements, and that Site Owner agree, at GAIA's request, to file a timely protest with the appropriate taxing authority, and consent to GAIA's intervention and prosecution of the same at GAIA's cost. GAIA shall require payment or reimbursement of taxes and tax increases by tenants as provided pursuant to the Existing Agreements.

7. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Site Owner agrees to provide GAIA and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week. GAIA shall not interfere with the maintenance arrangements currently between Site Owner and tenants under the Existing Agreements as it relates to the Property. In the event GAIA adds a new tenant to the Easements, Site Owner's maintenance obligations shall not materially increase than that which is the current maintenance obligations between Site Owner and the tenants under the Existing Agreements and GAIA shall use commercially reasonable efforts to include maintenance obligations in future agreements which are similar to the maintenance obligations contained in the Existing Agreements.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to GAIA, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date; (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to GAIA true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and GAIA for reimbursement of any future charges or expenses paid by Site Owner on behalf of GAIA or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3) months of the date incurred (h) as of the Effective Date, Site Owner shall not, without the prior written consent of GAIA, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to GAIA under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of GAIA and/or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or

regulation. Neither Site Owner nor GAIA will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and GAIA shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and GAIA shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. GAIA has the unrestricted right to assign, mortgage or grant a security interest in all of GAIA's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify GAIA and Secured Parties (provided GAIA has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by GAIA and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided GAIA has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to GAIA's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of GAIA accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints GAIA as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site Owner ratifies and acknowledges the right of GAIA to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by GAIA shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of

GAIA's Customers on behalf of itself or on behalf of any third party. GAIA shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify GAIA with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of GAIA and shall not be extinguished by GAIA's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify GAIA in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, GAIA shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which GAIA may be legally entitled. Site Owner hereby assigns to GAIA any such claims and agrees that any claims made by Site Owner will not reduce the claims made by GAIA.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Insurance. Throughout the Term, GAIA or its parent company will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, GAIA shall have the right to self-insure such general liability coverage or by adding this site as an endorsement on a pre-existing master policy which contains the above limit.

17. Dispute Resolution.

(a) If GAIA fails to perform any of its obligations under this Agreement, Site Owner agrees to notify GAIA and any Secured Parties, provided GAIA has given Site Owner notice and contact information of Secured Parties, in writing of any default by GAIA, and to give GAIA and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from GAIA's receipt of the written default notice. If GAIA or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance or damages. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and GAIA's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by GAIA or its Customers, GAIA shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and GAIA shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and GAIA set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and GAIA with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of GAIA, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by GAIA for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that GAIA has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

“GAIA”:

WITNESSES:

GAIA TOWERS HOLDINGS LLC,
a Delaware limited liability company
**By: Tillman Infrastructure LLC, a Delaware
limited liability company, its sole member**

Print Name: _____

By: _____
Name: _____
Title: Authorized Signatory

Print Name: _____

Address: 152 W 57TH Street 27th Floor
City: New York
State: New York
Zip: 10019
Tel: _____
Fax: _____

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ____ day of _____ in the year of 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, Authorized Signatory of GAIA Towers Holdings LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B-1
COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

Description of the Communication Easement:

Agreed and Approved:

Site Owner:

By: _____
Name: _____

GAIA:

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

The Access & Utility Easement is described as follows:

Access & Utility Easement:

Agreed and Approved:

Site Owner:

By: _____
Name: _____

GAIA:

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT C

EXISTING AGREEMENTS

Site Owners assign and transfer to GAIA, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owners under any Existing Agreements, including, without limitation, the following:

The Option and Lease Agreement dated _____ by and between _____, a _____, (collectively "Landlord"), and Tillman Infrastructure LLC, a Delaware limited liability company, as tenant, as evidenced by that Memorandum of Lease dated _____.

Read, Agreed and Approved:

Site Owner:

By: _____
Name: _____
Title: _____
Date: _____

GAIA:

By: _____
Name: _____
Title: Authorized Signatory
Date: _____

EXHIBIT D

TITLE ENCUMBRANCES

1. Security Deed from _____, Grantor(s), in favor of _____, dated _____, and recorded _____ in Deed Book ____, Page ____, in the original amount of \$ _____. **Parties to secure NDA from Lender.**

Market: _____
Cell Site Number: _____
Cell Site Name: _____
Search Ring Name: _____
Fixed Asset Number: _____

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by Town of Lake Lure, a municipal corporation and a political subdivision of the State of North Carolina, having a mailing address of _____, _____ (“**Landlord**”) and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at _____, in the County of Rutherford, State of North Carolina (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **OPTION TO LEASE.**

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property consisting of a 70’ x 100’ parcel of property including the air space above such ground space together with easements for guy wires and guy anchors, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, registrations with the Federal Communications Commissions and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Options contained in this Agreement, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”). If the Option is not exercised during the Initial Term, the term shall automatically renew for an additional one (1) year (the “**Renewal Option Term**”). Tenant shall pay Landlord an additional One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days after the start date of the Renewal Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall

immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, the Property, (the “**Surrounding Property**”), or in the event of a threatened foreclosure on any of the foregoing, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and related activities, and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable tower and support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; (collectively, the “**Permitted Use**”). If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of one hundred twenty (120) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Surrounding Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelters or cabinets to the antennas, electric lines from the main feed to the equipment shelters or cabinets and communication lines from the Property’s main entry point to the equipment shelters or cabinets, install a generator(s) and to make other improvements, additions, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law. Tenant has the right to modify, supplement, replace, upgrade, expand the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes to the Structure or relocate the Communication Facility or add additional cabinets within the Premises at any time during the Term. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) The Initial Term and any Extension Terms, are collectively referred to as the “**Term.**”

4. RENT.

(a) Commencing on the first day of the calendar month following the date that Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the tenth (10th) day of each calendar month in advance, One Thousand Five Hundred and No/100 Dollars (\$1,500.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be

prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Upon the commencement of each Extension Term, the monthly Rent will increase by Ten percent (10%) over the Rent paid during the previous term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement, including the following: Section 5 Approvals, Section 6(a) Termination, Section 6(b) Termination, Section 6(c) Termination, Section 6(d) Termination, Section 11(d) Environmental, Section 18 Condemnation or Section 19 Casualty.

7. INSURANCE. During the Option Term and throughout the Term, Tenant will purchase and maintain in full force and effect such general liability policy as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and No/100 Dollars (\$1,000,000.00). Notwithstanding the foregoing, Tenant shall have the right to self-insure such general liability coverage or by adding this site as an endorsement on a pre-existing master policy which contains the above limit.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on

the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility or degradation or damage to the Communication Facility

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify and save Landlord harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the use and occupancy of the Premises by Tenant if caused by the gross negligence or willful misconduct of Tenant, its agents, employees, invitees, guests or arising out of the breach of any provision of this Agreement during the term of this Agreement

(b) Landlord agrees to indemnify and save Tenant harmless from and against any and all liability, damage, expense, claims or judgments, including reasonable attorneys' fees, resulting from injury to person or damage to property resulting from or arising out of the use and occupancy of the Property by Landlord if caused by the gross negligence or willful misconduct of Landlord, its agents, employees, invitees, guests or arising out of the breach of any provision of this Agreement during the term of this Agreement

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10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as Exhibit 2.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 3** attached to this Agreement, (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or

hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, , that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, , then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant, it's subtenants, lessees assigns and licensees an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant (the "Access Easement"). Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement. If Tenant elects to utilize an Unmanned Aircraft System ("**UAS**") in connection with its installation, construction, monitoring, suite audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, as any UAS operator acting on Tenant's behalf, express permission to fly over the applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations

at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. . Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to Tenant and any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement, in, on under and over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of maintaining and operating the Communication Facility and constructing, operating, upgrading and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as Tenant and such service companies may from time to time require in order to provide such services to the Premises (the "Utility Easement"). Upon Tenant's or service company's request, Landlord will execute a separate recordable Utility Easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant including Rent, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE.

(a) Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

(b) Subject to the terms of this Agreement, Landlord shall have the right to assign and transfer this Agreement only to a successor owner of the Property. Only upon Tenant receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations to and Tenant shall look

solely to the new landlord for performance under this Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If the Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Agreement.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: Tillman Infrastructure LLC
 152 West 57th Street 27th Floor
 New York, New York 10019
 Attn: Lease Administration

With a copy to: Tillman Infrastructure LLC
 152 West 57th Street 27th Floor
 New York, New York 10019
 Attn: Suruchi Ahuja

If to Landlord: _____

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Structure and Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Tenant undertakes to rebuild or restore the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Communication Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility including the Structure or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Tenant shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which Landlord demonstrates is the result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant's improvements, and any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Landlord demonstrates arises from the Tenant's improvements and/or Tenant's use of the Premises. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Notwithstanding the foregoing, tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

(b) Tenant shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Tenant is wholly or partly responsible for payment. Landlord shall reasonably cooperate with Tenant at Tenant's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of said reduction, credit or repayment. In the event that Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue such dispute at Tenant's sole cost and expense upon written request of Tenant.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this Section 22(b) to Tenant. Until Tenant receives all such documents, Tenant's failure to make payments under this Agreement shall not be an event of default and Tenant reserves the right to hold payments due under this Agreement.

- i. New deed to Property
- ii. New IRS Form W-9
- iii. Completed and Signed Tenant Payment Direction Form

iv. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or the Surrounding Property for the installation, operation or maintenance of other wireless communication facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communication facility or equipment.

23. RIGHT OF FIRST REFUSAL. Notwithstanding the provisions contained in Section 22, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with this Agreement or an offer to purchase an easement with respect to the Premises ("**Offer**"), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer and Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Premises pursuant to the Offer, subject to the terms of this Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Premises without complying with this Section 23, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section 23. Tenant's failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Section 23 with respect to any future proposed conveyances as described.

24. ELECTRONIC SIGNATURE. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed version of an original signature or electronically scanned and transmittal version (e.g. via pdf) of an original signature.

25. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 4**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of Tillman Infrastructure LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT**

OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement, including any Subordination, Non-Disturbance and Attornment Agreement.

(q) **Confidentiality.** The terms and conditions of this Agreement are confidential between the parties and Landlord shall not disclose the same to anyone else, except to Landlord's accountant, attorney and as agreed to by the Parties (except as to sublessees), or as is necessary to effectuate the terms of this Agreement. Any Disclosure in violation of this Section shall be deemed a material breach of this Agreement.

(r) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

(s) **Rules Against Perpetuities.** If this Agreement or any covenants or provisions herein would otherwise be unlawful, void or voidable for violation of the Rule against Perpetuities, then the same shall continue until 20 years and 6 months after the date of death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the State in which the Premises is located who are serving on the date of this Agreement

(t) **Security Interest.** Tenant has the right to assign, mortgage or grant a security interest in all or a portion of Tenant's interest in and to this Agreement, Premises, the Structure, Communication Facility, equipment and Easements, and may assign such Tenant's interests to any such assignee, mortgagees, or holders of security interests, all without Landlord's consent ("Secured Party" or, collectively, "Secured Parties"). If requested, Lessor shall execute such consent to Tenant's financing as may reasonably be required by Secured Parties.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“WITNESSES”

“TENANT”

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

Name: _____

By: _____

Name: _____

Name: _____

Its: Authorized Signatory

Date: _____

ACKNOWLEDGMENT FOR TENANT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ____ day of _____ in the year of 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

Exhibit 1
Description of the Premises & Access and Utility Easements:
Page 1 of 2

to the Option and Lease Agreement dated _____, 20____, by and between Town of Lake Lure, , a municipal corporation and a political subdivision of the State of North Carolina, as Landlord, and Tillman Infrastructure, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARCEL 1:

SITUATE, LYING AND BEING in Chimney Rock Township, Rutherford County, and being that 1.20 acre parcel as shown on Survey for Grey Rock Community Association, Inc., - HOA, by Tripod Land Surveying, P.A., dated February 5, 2007, and updated December 20, 2010, bearing Drawing #625A and recorded in Plat Book 32, Page 13, Rutherford County Register of Deeds.

TOGETHER WITH all rights granted in that certain Easement for Cross-Access, Maintenance and Repair recorded January 28, 2011 in Deed Book 1017, Page 871, Rutherford County Registry.
FURTHER CONVEYED subject to that certain Agreement dated June 5, 1973, and recorded in Deed Book 351, Page 271, and subject to that certain Judgment dated October 15, 1925, and recorded in Book 135, Page 121, Rutherford County Registry.

AND BEING the same property conveyed to Town of Lake Lure, a municipal corporation and a political subdivision of the State of North Carolina from Greyrock Community Association, Inc., a North Carolina non-profit corporation by North Carolina General Warranty Deed dated May 25, 2018 and recorded May 31, 2018 in Deed Book 2005, Page 774.
Tax Parcel No. 1648077

PARCEL 2:

SITUATE, LYING AND BEING in Chimney Rock Township, Rutherford County, and being that 2.68 acre parcel as shown on Survey for Sonny Beachum by Tripod Land Surveying, P.A., dated February 5, 2007, and updated December 20, 2010, bearing Drawing #625B and recorded in Plat Book 32, Page 14, Rutherford County Register of Deeds.

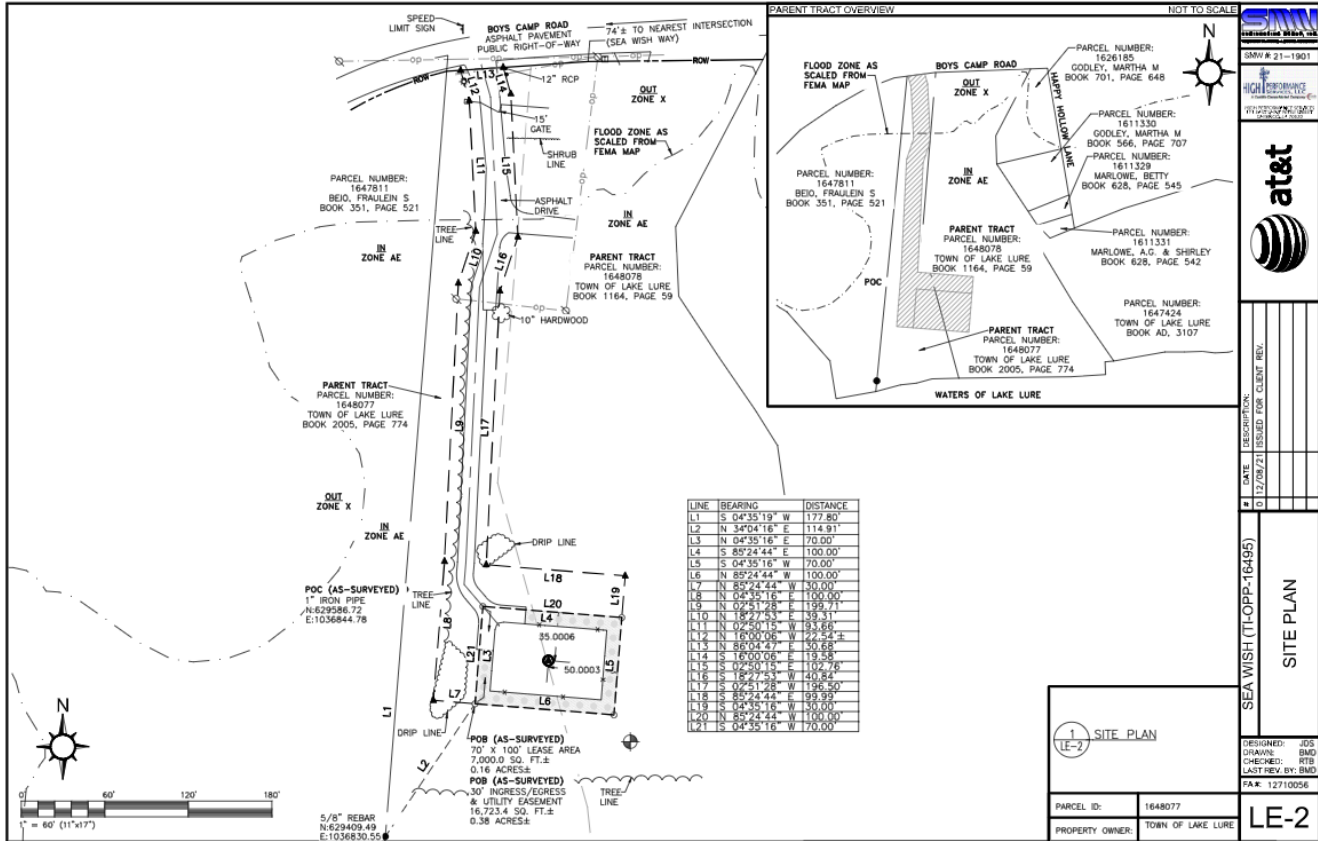
TOGETHER WITH all rights granted in that certain Easement for Cross-Access, Maintenance and Repair recorded January 28, 2011 in Deed Book 1017, Page 871, Rutherford County Registry.

FURTHER CONVEYED subject to that certain Agreement dated June 5, 1973, and recorded in Deed Book 351, Page 271, and subject to that certain Judgment dated October 15, 1925, and recorded in Book 135, Page 121, Rutherford County Registry.

AND BEING the same property conveyed to Town of Lake Lure, a municipal corporation and a political subdivision of the State of North Carolina from N.W. "Sonny" Beachum, Inc., a North Carolina corporation, a/k/a N.W. Sonny Beachum, Inc., a North Carolina corporation by North Carolina General Warranty Deed dated November 30, 2017 and recorded December 7, 2017 in Deed Book 1164, Page 59.
Tax Parcel No. 1648078

Description of the Premises & Access and Utility Easements: Page 2 of 2

The Premises and Access and Fiber/Utility Easement are described and/or depicted as follows:



Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 2

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

(FOLLOWS ON THE NEXT PAGE)

Prepared by and Return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. _____
Market; _____
Cell Site Number: _____
Cell Site Name: _____

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“**Agreement**”), dated as of the date below, between _____ having its principal office at _____, (hereinafter called “**Mortgagee**”) and _____, a _____ having its principal office/residing at _____ (hereinafter called “**Landlord**”), and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 West 57th Street, New York, New York 10019 (hereinafter called “**Tenant**”).

W I T N E S S E T H:

WHEREAS, Tenant has entered into a certain Option and Lease Agreement dated _____, 20__, (the “**Lease**”) with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the leasehold premises along with the access and utility easement are collectively referred to as the “**Premises**”); and

WHEREAS, Landlord has given to Mortgagee a mortgage and other related collateral documents (collectively the “**Mortgage**”) upon property having a street address of _____, being identified as Lot ____ in Block ____ in the _____ of _____, _____ County, State of _____ (“**Property**”), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of _____ (\$_____) Dollars, which Mortgage has been recorded in Book ____, Page ____ for _____ County, _____; and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant’s trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured

thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to paragraph 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

7. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

8. This Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signature Pages Follows]

LANDLORD (CORPORATION)

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____ [name of representative], the
_____ [title] of the corporation, () who is personally known OR () who has
produced _____ as identification.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

WITNESSES:

Name: _____

Name: _____

TENANT:

Tillman Infrastructure LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

Date: _____

TENANT ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On the ____ day of _____ in the year of 20____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, Authorized Signatory of Tillman Infrastructure LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____
My Commission Expires: _____
Commission Number: _____

EXHIBIT 1 OF SNDA

DESCRIPTION OF PREMISES

The Property is legally described as follows:

The Premises is legally described as follows:

EXHIBIT 3

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the Effective Date, is free of hazardous substances except as follows:

[INSERT AS APPLICABLE]

EXHIBIT 4

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by and return to:

Chris Mularadelis
Tillman Infrastructure LLC
152 W 57th Street
New York, New York 10019
Site No. _____

Fixed Asset No. _____
Market; _____
Cell Site Number: _____
Cell Site Name: _____

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is entered into on this ____ day of _____, 20____, by and between _____, a _____, _____ having a mailing address of _____ (hereinafter referred to as “**Landlord**”) and Tillman Infrastructure LLC, a Delaware limited liability company, having an address at 152 W. 57th Street, New York, New York 10019 (hereinafter referred to as “**Tenant**”).

1. The Agreement Landlord and Tenant entered into a certain Option and Lease Agreement (“**Agreement**”) on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement, concerning real property located at _____ (the “**Real Property**”), and as is more particularly described on **Exhibit 1** hereto.
2. Tenant exercised the option pursuant to the Option and Lease Agreement and the initial lease term will be Ten (10) years commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of its option, with Sixteen (16) successive automatic Five (5) year options to renew.
3. The portion of the Property being leased to Tenant and associated access and utility easements are described in **Exhibit 2** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the

Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

6. This Agreement may be signed executed in any number of Counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

-SIGNATURE PAGE TO FOLLOW-

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

“WITNESSES”

Name: _____

Name: _____

Name: _____

Name: _____

“LANDLORD”

By: _____

Print Name: _____

Its: _____

Date: _____

“TENANT”

TILLMAN INFRASTRUCTURE LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

EXHIBIT 1

Description of Real Property

EXHIBIT 2

DESCRIPTION OF PREMISES AND ACCESS AND UTILITY EASEMENT

Page ____ of ____

to the Memorandum of Lease dated _____, 20__, by and between _____, a _____, as Landlord, and [____], a [____] [____], as Tenant.

The Premises and Access & Fiber/Utility Easement are described and/or depicted as follows:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENT AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: December 14, 2021**

SUBJECT: Approval of Appropriations from the TDA for the purpose of funding Parks, Recreation, and Lake Department projects.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: F
Department: Parks, Recreation, and Lake
Contact: Dean Givens, Parks, Recreation, and Lake Director
Presenter: Dean Givens, Parks, Recreation, and Lake Director

BRIEF SUMMARY: The TDA has provided the Town of Lake Lure Parks, Recreation, and Lake Department with funding for the purpose of funding projects, contingent upon written approval from Town Council. Total funding includes \$200,000 with matching requirements, and \$50,000 for trails that does not require matching funds. If approved, Parks, Recreation, and Lake Operations would like to utilize \$56,250 for the purpose of completing the Amphitheater Master Plan, \$143,750 to fund the new Morse Park Overlook near the Morse Park gazebo, and \$50,000 to complete the Lake Lure Town Walkway.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To approve/deny appropriations from the TDA for the purpose of funding Parks, Recreation, and Lake Department projects.

FUNDING SOURCE: TDA

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends the approval of appropriations from the TDA for the purpose of funding Parks, Recreation, and Lake Department projects.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: December 14, 2021**

SUBJECT: Selection of Design-Build Services for the Subaqueous Sanitary Sewer Replacement project

AGENDA INFORMATION:

- Agenda Location:** New Business
- Item Number:** G
- Department:** Public Works
- Contact:** Olivia Stewman, Town Clerk / Interim Town Manager
- Presenter:** Olivia Stewman, Town Clerk / Interim Town Manager

BRIEF SUMMARY: On October 18th, the Town of Lake Lure issued a Request for Qualifications (RFQ) for Design-Build Services for the Subaqueous Sanitary Sewer Replacement project. One submittal was received by LaBella in partnership with Ruby Collins General Contractors. Per statutory requirement, an RFQ must be re-issued if less than three submittals are received and the Town re-issued the RFQ for this project on October 26th. The second issue does not require a minimum number of submittals and no additional submittals were received. Town staff reviewed the Statement of Qualifications (SOQ) submitted by LaBella in partnership with Ruby Collins General Contractors and determined that the merits and qualifications align with the Town’s requirements for design-build services for the subaqueous sanitary sewer replacement project.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To approve/deny the selection of LaBella in partnership with Ruby Collins General Contractors for the Design-Build Services for the Subaqueous Sanitary Sewer Replacement project

STAFF’S COMMENTS AND RECOMMENDATIONS: Staff recommends the approval of the selection of LaBella in partnership with Ruby Collins General Contractors for the Design-Build Services for the Subaqueous Sanitary Sewer Replacement project.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: December 14, 2021

SUBJECT: Former Golf Course Property / Lake Lure Greenspace Requests

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: H
Department: Parks, Recreation, and Lake
Contact: Dean Givens, Parks, Recreation, and Lake Director
Presenter: Dean Givens, Parks, Recreation, and Lake Director

BRIEF SUMMARY:

In preparation for the closing of the Lake Lure Golf Course set for December 31, 2021, the Parks, Recreation, and Lake Department is asking Council to rename the property “Lake Lure Greenspace” and approve the implementation of new signage at Lake Lure Greenspace and Parks, Recreation, and Lake Department facilities.

We are requesting that Council allow for the:

1. Removal of Golf Course signage
2. Addition of “No Golfing allowed” signs
3. Addition of Parks, Rec & Lake Department signage
4. Addition of signage for Greenspace, walking, biking, dog walking, etc.
5. Other safety/directional signage, as needed

RECOMMENDED MOTION AND REQUESTED ACTIONS: To grant the request by the Parks, Recreation, and Lake Department as provided.

FUNDING SOURCE: Parks, Recreation, and Lake Department budget

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends Council approve the request.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION**

Meeting Date: December 14, 2021

SUBJECT: Ordinance No. 21-12-14 - An Ordinance Amending Chapter Four of the Town of Lake Lure Code of Ordinances for the purpose of adding Lake Lure Greenspace to the inventory of locations specified under Section 4-2(c) in which the Town requires dogs to be properly restrained by a leash.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: I
Department: Parks, Recreation, and Lake
Contact: Dean Givens, Parks, Recreation, and Lake Director
Presenter: Dean Givens, Parks, Recreation, and Lake Director

BRIEF SUMMARY: Town staff is requesting that the former golf course, now Lake Lure Greenspace, be incorporated into Chapter Four of the Town of Lake Lure Code of Ordinances for the purpose of adding Lake Lure Greenspace to the inventory of locations specified under Section 4-2(c) in which the Town requires dogs to be properly restrained by a leash.

RECOMMENDED MOTION AND REQUESTED ACTIONS: To adopt Ordinance No. 21-12-14

ATTACHMENTS: Ordinance No. 21-12-14

STAFF'S COMMENTS AND RECOMMENDATIONS: Staff recommends the adoption of Ordinance No. 21-12-14

ORDINANCE NUMBER 21-12-14

**AN ORDINANCE AMENDING CHAPTER FOUR OF THE TOWN OF LAKE LURE
CODE OF ORDINANCES FOR THE PURPOSE OF ADDING LAKE LURE
GREENSPACE TO THE INVENTORY OF LOCATIONS SPECIFIED UNDER
SECTION 4-2(C) IN WHICH THE TOWN REQUIRES DOGS TO BE PROPERLY
RESTRAINED BY A LEASH**

WHEREAS, Chapter Four of the Town of Lake Lure Code of Ordinances Section 4-2(c) establishes that it shall be unlawful for any person owning, having possession, charge, care, custody or control of a dog to allow such dog to enter any town owned parcels, including, but not limited to, Lake Lure Town Hall, Washburn Marina, Morse Park, and DittmerWatts Nature Trail without being properly restrained by a leash;

WHEREAS, The Town of Lake Lure Parks, Recreation, and Lake Department is maintaining and operating the former municipal golf course solely as a greenspace;

WHEREAS, The greenspace has been formally named “Lake Lure Greenspace” via motion by Town Council; and

WHEREAS, It is within the best interest of the Town of Lake Lure and Lake Lure residents that Lake Lure Greenspace be specifically referenced under Chapter Four of the Town of Lake Lure Code of Ordinances Section 4-2(c) for the purpose of requiring dogs to be properly restrained by a leash while on the Lake Lure Greenspace property; now

THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN SPECIAL SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE.

SECTION ONE. Chapter Four of the Town of Lake Lure Code of Ordinances Section 4-2(c) is hereby amended as follows:

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

Sec. 4-2. Dangerous dogs; barking; leash requirements.

(c) It shall be unlawful for any person owning, having possession, charge, care, custody or control of a dog to allow such dog to enter any town owned parcels, including, but not limited to, Lake Lure Town Hall, Washburn Marina, Morse Park, DittmerWatts Nature Trail, and Lake Lure Greenspace without being properly restrained by a leash. This section shall apply to all dogs with the following exceptions:

(1) Dogs used or being trained for law enforcement by law enforcement officials.

(2) Service animals, as defined by the Americans with Disabilities Act, used by authorized persons and under the control of such persons.

(3) Dogs in specified off-leash areas as designated by the town.

(4) Dogs fulfilling a specific town or public purpose, per authorization from the town.

(Code 1989, § 81.02; Ord. of 9-11-2012; Ord. of 5-14-2019)

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

The Town of Lake Lure Town Council deems Ordinance No. 21-12-14 to be consistent with the Lake Lure comprehensive plan because it expands the existing leash law.

The Town of Lake Lure Town Council deems Ordinance No. 21-12-14 to be reasonable and in the public interest because it is relative to public safety.

READ, APPROVED, AND ADOPTED this 14th day of December, 2021.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

XII

Closed Session

- A. In accordance with G.S. 143-318.11(a) (3) for attorney client privilege or legal claims*
- B. In accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters*

XIII

Adjournment

