

# **LAKE LURE TOWN COUNCIL REGULAR MEETING PACKET**

Tuesday, August 8, 2023  
5:00 p.m.



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

# TOWN OF LAKE LURE

## Town Council Regular Meeting

Tuesday, August 8, 2023 - 5:00 PM  
Lake Lure Municipal Center



---

## Agenda

### I. Call to Order

- A. Pledge of Allegiance and Invocation

### II. Agenda Adoption

### III. Mayor's Communications

### IV. Town Manager's Communications

### V. Council Liaison Reports and Comments

### VI. Presentations

- A. Audit Presentation - Page 21

### VII. Public Comment

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

### VIII. Consent Agenda

- A. Approval of the July 11, 2023 Regular Town Council Meeting Minutes, the July 26, 2023 Special Town Council Meeting Minutes, the July 26, 2023 Town Council Work Session Meeting Minutes, and the July 28, 2023 Special Town Council Meeting Minutes - Page 44
- B. Resolution No. 23-08-08 Approving LaBella Task 5 Amendment - Page 65  
*Resolution No. 23-08-08 approves LaBella Task 5 Amendment including an extension of budget for various on-call services not specifically addressed by other approved Tasks.*
- C. Budget Amendment #353 for LaBella Task 5 Amendment - Page 69  
*Budget Amendment #353 is associated with the costs of the LaBella Task 5 amendment approved by the adoption of Resolution No. 23-08-08.*

- D. Resolution No. 23-08-08A Supporting Foothills Rural Planning Organization (RPO) Prioritization 7 Submittals - Page 71

*Resolution No. 23-08-08A declares support for Foothills Rural Planning Organization Prioritization 7 submittals. The purpose of the submittal is to work towards improving all modes of transportation for the region.*

- E. Budget Amendment #352 for Lake Lure Flowering Bridge Parking Lot - Page 73

*Town Council recently approved a request from the Lake Lure Flowering Bridge (LLFB) in regard to assistance with funding for volunteer parking in the amount of \$8,000. Budget Amendment #352 is for the purpose of funding the approved request.*

**IX. Unfinished Business**

**X. New Business**

- A. Resolution No. 23-08-08B Approving Change Order to Synagro Agreement for Lake Lure Wastewater Treatment Facility Sludge Removal - Page 77
- B. Budget Amendment #354 for Synagro Agreement Change Order - Page 88
- C. Budget Amendment #355 for 177 Tryon Bay Circle Demolition - Page 90
- D. Resolution No. 23-08-08C Amending 2023-2024 Lake Drawdown Schedule - Page 92
- E. Amend 2023 Town Council Meeting Schedule to Hold the August Work Session Meeting on August 16<sup>th</sup> - Page 95

**XI. Closed Session**

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

**XII. Adjournment**

---

**III**  
**MAYOR'S**  
**COMMUNICATIONS**

**IV**  
**TOWN MANAGER'S**  
**COMMUNICATIONS**



## Town Manager Report July 2023

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

**Public Services** – The Public Service Department is busy keeping everything working as smoothly as possible, from normal maintenance to any problems the Town has that are in our realm to fix. Continued progress on the sewer project along with the continuation of smoke testing. Top accomplishments/project updates:

- Hydro Plant produced from June 20<sup>th</sup> to July 20<sup>th</sup>, making an estimated \$76,000.
- The Water Department has placed 6 new Taps and installed 6 new water meters this month.
- Replaced Mechanical Valve in pump #2 at the lift station.
- Culverts and Ditches have been cleaned out throughout Town, once again, to maintain healthy flow through heavy storms.
- Fence Repair has been completed by Bullzeye Fencing at the Public Works Shop.
- Snowplow attachment has been installed on the Chevrolet 2500 Service Truck.

**Community Development** – Director Williams reports another active month for community development. The department issued 28 permits for the month of July as compared to 22 permits in June and performed numerous follow-ups. This includes 13 Zoning, 2 Lake Structure and 2 Land Disturbance Permits.

Top accomplishments/project updates:

- Z&P Board continued its review of Chapter 36 Zoning ordinances regarding bars, taverns, nightclubs and alcohol sales for on-premises uses. Staff provided a recommendation of text amendments, developed with the Town Clerk, for the board's consideration. Information from the ABC Commission was also discussed. Z&P Board approved motions to make a text amendment recommendation to Council. Recommendation was to expand the use zoning districts. Would allow a special use permit for those on-premises alcohol consumption uses in all commercial districts (currently limited to Commercial Shopping District), and to add definitions for the brewery, winery, distillery, including "micro" establishments, bars and restaurants based upon the ABC Commission's definitions. Since that meeting, additional information and clarification has been received from the ABC that has led CDD Director and the Board

liaison to return the recommendation to Z&P for additional review prior to submitting to Council.

- Z&P Board also supported staff in the interpretation of the Lake Structure ordinance to not require permits for floating water recreation devices but to handle use issues by enforcement of lake use rules. This followed a review and recommendation of the same subject with the Lake Advisory Board.
- BOA reviewed, and approved, three variance requests for setback adjustments.
- Continued work on communication tower permitting including getting final Town permitting submitted; satisfying NC SHPO's requirement of a historical record of what they have determined to be the "tower-impacted" old bridge (now "The Flowering Bridge"). With Laura Krejci's organizational support, interviews were conducted on July 24 & 25 with bridge-involved residents and a historian from tower builder's team to finalize the content of that historical record.
- Working on developing responses to resident issues & concerns resulting from interactions with bears; especially as related to resident, vacation rental guest and other visitor's trash disposal, and property owner's responsibility for handling garbage scattered, by any means, on land within the Town. This is a major issue us as a "tourist/visitor destination", as a geographical area that has seen great increases in local bear populations, as well as for us as the leadership of the place that our local community calls "home". I believe that this is an issue that all Town departments and leadership must address seriously and intentionally.

**Fire / Emergency Management** –It was still a busy month in July. The department responded to **77** fire/medical/rescue calls throughout the month. Firefighters completed **226** Hours of Training this month.

- Tree down on Washburn
- SCUBA equipment maintenance.
- Medical call Main St Chimney Rock. MVC Hwy 9.
- Inspection and Maintenance on Fire Boat 1
- MVC Memorial Hwy @ Dockside.
- SCUBA training. 3 calls for service.
- Smoke report and possible Structure Fire @ Holmes Rd. Medical call on Calhoun Trl.

**Police** – Our officers have seen a higher call volume this month due the increase of tourists to the area. There were no issues however during the July 4<sup>th</sup> weekend and fireworks at the beach. The Resort fireworks went off without any problems. Our patrolling of the lake continues to be a priority and there have been positive comments from other boaters seeing patrol out on the lake. With the influx of traffic in town, we've also seen an increase in automobile accidents and we're thankful none were life-threatening.

**Lake Patrol Hours: 106.75**

Top three accomplishments in July:

- Our 2001 Jeep Cherokee sold and was picked up by the owner who lived in Florida. This vehicle sold on GovDeals.
- All Officers have been patrolling the lake accumulating over 105 hours. While the need to write a citation to boaters has slowed down, there are still a few that are caught with no permits, which are cited.
- We are thrilled to have sworn in Officer Keith Morris on July 25<sup>th</sup>. Officer Morris comes to us from Tryon P.D. and will be working for us as a Reserve Officer. Officer Morris has worked with TPD since 2019 and will stay on with them while he is a Reserve for Lake Lure P.D.

**Parks, Recreation & Lake** – Director Dean Givens and Parks & Trails Coordinator Dana Bradley continue to provide exemplary oversight of the Parks, Recreation, and Lake Department. 1. Boat permit sales 2. AmeriCorps paperwork 3. PARTF conversion paperwork for Boys Camp Road property 4. Holiday lighting planning 5. Planned ribbon-cutting for new Upper Boulders Trail 6. Water fountain repair/replacement 7. Ordered new slide for playground 8. Equipment inventory 9. Worked on getting online boat permit sales capability 10. Dittmer-Watts Nature Trails trail boss walked the trails and reported issues – 1 volunteer; 2 volunteer hours 11. Buffalo Creek Park trail boss walked the trail, cleared small trees, and reported issues – 1 volunteer; 7 volunteer hours 12. Weed Patch Mountain trail boss walked trail and reported issues – 1 volunteer; 7 volunteer hours 13. Carolina Climbers Coalition had 2 workdays to work on the new Upper Boulder’s Trail at Buffalo Creek Park – 23 volunteers; 322 volunteer hours 14. Organized a Dittmer-Watts workday on 7/18 to trim overgrowth –2 volunteers; 7 volunteer hours 15. Organized a Weed Patch Mountain workday on 7/27 to remove fallen trees and trim overgrowth –7 volunteers; 49 volunteer hours 16. Planned upcoming trail maintenance days and recruited volunteers to help 17. Checked Buffalo Creek Park, Dittmer-Watts Nature Trails, and Weed Patch Mountain for damage 18. Utilized volunteers to collect water samples – 4 volunteers; 20 volunteer hours 19. Attended meetings

Three notable projects/activities updates:

- Utilized a total of **414 volunteer hours**
- Continued selling boat permits
- Submitted PARTF conversion request for the Boys Camp Road property

**Finance** – Revenues and Expenditures Reports are provided as separate attachments to supplement this summary. Revenues continue to track as projected and departments also continue to efficiently use resources in regards to individual line items in the departmental budgets. This report is the last for the fiscal year but will be adjusted with year-end entries and adjustments from accounting reviews.

- The Town continued to sustain its strong financial position with an unreconciled bank balance of approximately \$9,438,387.64 for all funds other than special revenue funds (the Dam Fund) which still holds a balance of \$ 16,500,000 as well as accumulated interest of \$264,487.05 for a total balance of \$16,764,487.05.
- The external auditors submitted the FY 2022 report and will provide at overall review at Council’s regular meeting this month. Auditors will also perform field work this



month and hold a planning meeting with Finance. A targeted end date will be determined.

- Powell Bill street certification and expenditure report has been submitted for FY 2023. The street certification will need to be updated for a new 5-year cycle. Fortunately, Mike Williams and Mike Dydula are assisting in this update and the Town can update the submission.

**Communications** – Communications Director Krejci continues her community outreach along with progress in all areas. There were 25 news articles published with a reach of 2019 citizens. The Town of Lake Lure has 19,903 followers on Facebook as of July 2023, representing an 8% increase (+1,419) over July 2022. Lake Lure continues to wait for the State Dam Safety Office to provide it with a grant contract for Initial Field Investigations. The amount of the grant award is \$425,921.

Top Highlights:

- Coordination of Community Awareness Forum with Sheriff Aaron Ellenberg
- Coordination of Historical Questionnaire and Interviews in support of the new cell tower.
- 53% increase in Website Users (29,440) in July 2023 over July 2022.

### **Manager / Clerk / Admin Summary**

July was a busy month including an array of staff, council, and board meetings and ever-changing day-to-day operations. We continue to work with Ruby Collins and Lebella Engineering on the new sewer system and planning. The GMP on our sewer system work has been received from Ruby Collins and Amendment 2 was approved in July. It has been established that the drawdown period for this Fiscal Year will be 3 months starting on January 1<sup>st</sup> 2024 and ending on March 31, 2024.

Highlights:

- During the month of July, we worked with answering questions related to the “RFP” for the future leasing of the “Old ABC Store”
- Worked with Lake Lure Tours to negotiate a new concession agreement for the operation of the marina and the beach.
- Met with members of the Hunt Estate on their working with the Town of Lake Lure on utility work as well as work involved with study for the placement of the replacement dam.

TOWN OF LAKE LURE  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 7 / 23

Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
10 GENERAL FUND						
310000 TAXES						
	310100 P & I - Taxes	0.00	0.00	10,000.00	10,000.00	0 %
	Account Group Total:	0.00	0.00	10,000.00	10,000.00	0 %
311000 Ad Valorem Taxes-2000						
	311210 AD VALOREM TAXES-2021	0.00	0.00	50,000.00	50,000.00	0 %
	311220 AD VALOREM TAX 2022-	0.00	0.00	4,492,754.00	4,492,754.00	0 %
	Account Group Total:	0.00	0.00	4,542,754.00	4,542,754.00	0 %
312000 Ad Valorem-Veh-2000						
	312021 AD VALOREM VEH TAXES-2021	0.00	0.00	20,000.00	20,000.00	0 %
	312022 Ad Valorem Vehicle Tax 2022	0.00	0.00	93,850.00	93,850.00	0 %
	Account Group Total:	0.00	0.00	113,850.00	113,850.00	0 %
332000 STATE SHARED REVENUES						
	332200 Beer & Wine Tax	0.00	0.00	4,950.00	4,950.00	0 %
	332300 Court Costs, Fees and Chrgs	32.00	32.00	550.00	518.00	6 %
	332400 Utilities Franchise Tax	0.00	0.00	201,195.00	201,195.00	0 %
	332600 Powell Bill - Tax on Gas	0.00	0.00	76,600.00	76,600.00	0 %
	332930 State Shared Sales Tax	0.00	0.00	1,760,000.00	1,760,000.00	0 %
	332933 Solid Waste Disposal Tax	0.00	0.00	780.00	780.00	0 %
	332942 Video Programming Tax	0.00	0.00	15,975.00	15,975.00	0 %
	332991 NC DEQ Dredging Grant	0.00	0.00	800,000.00	800,000.00	0 %
	Account Group Total:	32.00	32.00	2,860,050.00	2,860,018.00	0 %
347000 LAND USE FEES						
	347100 Zoning Permits	7,940.00	7,940.00	40,000.00	32,060.00	20 %
	347200 Land Disturbance Permit	0.00	0.00	6,600.00	6,600.00	0 %
	347300 Sign Permit	0.00	0.00	500.00	500.00	0 %
	347550 Vacation Rental Fees	-300.00	-300.00	10,000.00	10,300.00	-3 %
	347600 Lake Structure Permit/LSA	-2,600.00	-2,600.00	9,255.00	11,855.00	-28 %
	347800 Fire Inspection	0.00	0.00	50.00	50.00	0 %
	347900 Fines/Penalties - Land Use	500.00	500.00	850.00	350.00	59 %
	Account Group Total:	5,540.00	5,540.00	67,255.00	61,715.00	8 %
361000 LAKE						
	361201 Lake Lure Tours	0.00	0.00	60,000.00	60,000.00	0 %
	361202 Lake Fines	2,132.00	2,132.00	300.00	-1,832.00	711 %
	361203 Lake Comm License Fees	5,900.00	5,900.00	15,000.00	9,100.00	39 %
	361204 Boat Permits	32,487.44	32,487.44	675,000.00	642,512.56	5 %
	361205 RBR CONCESSIONS	0.00	0.00	25,000.00	25,000.00	0 %
	361207 Cluster Mooring Fees	0.00	0.00	24,000.00	24,000.00	0 %
	Account Group Total:	40,519.44	40,519.44	799,300.00	758,780.56	5 %
363000 BEACH						
	363801 Beach-Admission Fee-Adult	0.00	0.00	65,000.00	65,000.00	0 %
	363804 Beach-Concessions	0.00	0.00	10,000.00	10,000.00	0 %
	Account Group Total:	0.00	0.00	75,000.00	75,000.00	0 %
364000 MARINA						

TOWN OF LAKE LURE  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 7 / 23

Fund	Account	Received			Revenue	%
		Current Month	Received YTD	Estimated Revenue	To Be Received	Received
10 GENERAL FUND						
364902	Marina-Open Slip Rental	2,350.00	2,350.00	310,000.00	307,650.00	1 %
364905	Marina-Concessions	0.00	0.00	18,500.00	18,500.00	0 %
364908	Marina-Rentals	0.00	0.00	50,000.00	50,000.00	0 %
	Account Group Total:	2,350.00	2,350.00	378,500.00	376,150.00	1 %
383000 MISCELLANEOUS REVENUES						
383100	Interest Earned on Investments	0.00	0.00	4,000.00	4,000.00	0 %
383200	Beer and Wine Permits	0.00	0.00	1,000.00	1,000.00	0 %
383321	Fire-Rural Fire Protection	0.00	0.00	8,592.00	8,592.00	0 %
383430	Community Center Rental	-500.00	-500.00	250.00	750.00	*** %
383440	Pavilion/Gazebo Rental	1,100.00	1,100.00	3,500.00	2,400.00	31 %
383450	Meadows Rental	1,220.00	1,220.00	250.00	-970.00	488 %
383500	Sale of Assets	826.00	826.00	3,500.00	2,674.00	24 %
383600	Golf Cart Permit	60.00	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	402.00	402.00	20,000.00	19,598.00	2 %
383900	Misc Revenue	40.00	40.00	1,200.00	1,160.00	3 %
383903	Town Promotional Materials	0.00	0.00	500.00	500.00	0 %
383910	Copies	5.00	5.00	500.00	495.00	1 %
383930	Recycling Collections	-102.00	-102.00	15,250.00	15,352.00	-1 %
	Account Group Total:	3,051.00	3,051.00	60,742.00	57,691.00	5 %
398000 TRANSFERS						
398502	Installment Agreement Proceeds	0.00	0.00	385,000.00	385,000.00	0 %
398604	Transfer from Fund Balance	0.00	0.00	219,014.00	219,014.00	0 %
	Account Group Total:	0.00	0.00	604,014.00	604,014.00	0 %
	Fund Total:	51,492.44	51,492.44	9,511,465.00	9,459,972.56	1 %
21 Capital Reserve Fund						
398000 TRANSFERS						
398605	Transfer From General Fund	0.00	0.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	0.00	0.00	1,600,000.00	1,600,000.00	0 %
53 WATER AND SEWER FUND						
371000						
371105	Chimney Rock Water	0.00	0.00	15,000.00	15,000.00	0 %
371300	Charges for Water	0.00	0.00	330,000.00	330,000.00	0 %
371400	Charges for Sewer	0.00	0.00	1,275,000.00	1,275,000.00	0 %
371500	Taps and Connect-Water	1,155.00	1,155.00	5,000.00	3,845.00	23 %
371600	Taps and Connect-Sewer	1,155.00	1,155.00	5,000.00	3,845.00	23 %
371700	Transfer Fee-Water/Sewer	0.00	0.00	1,000.00	1,000.00	0 %
371800	W/S - Penalty and Interest	0.00	0.00	6,000.00	6,000.00	0 %

TOWN OF LAKE LURE  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 7 / 23

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
53 WATER AND SEWER FUND						
	Account Group Total:	2,310.00	2,310.00	1,637,000.00	1,634,690.00	0 %
383000 MISCELLANEOUS REVENUES						
383100	Interest Earned on Investments	0.00	0.00	1,000.00	1,000.00	0 %
383460	Water Tank Rental	0.00	0.00	12,360.00	12,360.00	0 %
	Account Group Total:	0.00	0.00	13,360.00	13,360.00	0 %
	Fund Total:	2,310.00	2,310.00	1,650,360.00	1,648,050.00	0 %
56 ELECTRIC FUND						
372000						
372300	Charges for Utilities-Electric	0.00	0.00	300,000.00	300,000.00	0 %
	Account Group Total:	0.00	0.00	300,000.00	300,000.00	0 %
383000 MISCELLANEOUS REVENUES						
383100	Interest Earned on Investments	0.00	0.00	150.00	150.00	0 %
	Account Group Total:	0.00	0.00	150.00	150.00	0 %
	Fund Total:	0.00	0.00	300,150.00	300,150.00	0 %
	Grand Total:	53,802.44	53,802.44	13,061,975.00	13,008,172.56	0 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
10 GENERAL FUND							
410000 GENERAL GOVERNMENT							
410000 GENERAL GOVERNMENT							
	214 Supplies-Dept	72.16	72.16	0.00	0.00	-72.16	*** %
	751 Bank Fees	0.00	59.78	0.00	0.00	-59.78	*** %
	Account Total :	72.16	131.94	0.00	0.00	-131.94	*** %
	Account Group Total :	72.16	131.94	0.00	0.00	-131.94	*** %
411000 COMMISSION							
411000 COMMISSION							
	102 Salaries-Part Time	1,100.00	13,200.00	13,200.00	13,200.00	0.00	100 %
	109 FICA	84.15	1,009.80	1,100.00	1,100.00	90.20	92 %
	214 Supplies-Dept	1,235.52	1,859.25	3,000.00	3,000.00	1,140.75	62 %
	215 Supplies-Materials	231.07	9,339.61	15,000.00	15,000.00	5,660.39	62 %
	310 Travel and Transportation	217.01	217.01	2,750.00	2,750.00	2,532.99	8 %
	Account Total :	2,867.75	25,625.67	35,050.00	35,050.00	9,424.33	73 %
	Account Group Total :	2,867.75	25,625.67	35,050.00	35,050.00	9,424.33	73 %
413000 ADMINISTRATION							
413000 ADMINISTRATION							
	100 SALARIES	50,234.57	313,407.74	471,151.00	471,151.00	157,743.26	67 %
	103 Professional Services	0.00	30,246.75	58,600.00	58,600.00	28,353.25	52 %
	109 FICA	3,889.55	27,892.94	36,065.00	36,065.00	8,172.06	77 %
	110 Retirement	9,539.57	70,077.63	85,280.00	85,280.00	15,202.37	82 %
	111 Group Insurance	4,942.92	42,207.51	60,600.00	60,600.00	18,392.49	70 %
	120 401 (K) Contribution	920.44	6,953.70	23,600.00	23,600.00	16,646.30	29 %
	180 Legal Services	3,208.00	61,270.87	49,200.00	49,200.00	-12,070.87	125 %
	190 Engineering Services	0.00	1,000.00	25,000.00	25,000.00	24,000.00	4 %
	214 Supplies-Dept	858.54	17,653.98	8,000.00	8,000.00	-9,653.98	221 %
	215 Supplies-Materials	0.00	2,282.95	2,300.00	2,300.00	17.05	99 %
	310 Travel and Transportation	3,504.06	8,320.91	6,500.00	6,500.00	-1,820.91	128 %
	320 Postage	249.65	3,505.34	4,000.00	4,000.00	494.66	88 %
	322 Printing	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	324 Dues and Subscriptions	0.00	2,540.63	6,500.00	6,500.00	3,959.37	39 %
	330 Utilities	0.00	28,823.51	25,000.00	25,000.00	-3,823.51	115 %
	331 Utilities-Street Lights	0.00	159.65	0.00	0.00	-159.65	*** %
	350 Repairs and Maint-Buildings	800.00	53,727.08	12,500.00	70,575.00	16,847.92	76 %
	353 Repairs and Maint-Equipment	0.00	1,410.25	4,000.00	4,000.00	2,589.75	35 %
	370 Advertising	0.00	3,435.67	2,000.00	2,000.00	-1,435.67	172 %
	490 Miscellaneous	0.00	2,892.70	0.00	0.00	-2,892.70	*** %
	614 Lobbyist	0.00	50,506.00	60,000.00	60,000.00	9,494.00	84 %
	687 Contractual - County Tax Collection	0.00	14,483.25	16,000.00	16,000.00	1,516.75	91 %
	691 Contractual Services	1,007.00	182,502.20	73,275.00	91,975.00	-90,527.20	198 %
	751 Bank Fees	0.00	213.50	0.00	0.00	-213.50	*** %
	Account Total :	79,154.30	925,514.76	1,030,771.00	1,107,546.00	182,031.24	84 %
	Account Group Total :	79,154.30	925,514.76	1,030,771.00	1,107,546.00	182,031.24	84 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
10 GENERAL FUND							
420000 CENTRAL SERVICES-Technology &							
420000 CENTRAL SERVICES-Technology & Telecommunications							
	109 FICA	78.21	140.02	0.00	0.00	-140.02	*** %
	111 Group Insurance	25.50	203.62	0.00	0.00	-203.62	*** %
	214 Supplies-Dept	0.00	468.76	0.00	0.00	-468.76	*** %
	321 Telephone	2,157.92	24,932.26	25,500.00	25,500.00	567.74	98 %
	325 Internet Services	0.00	1,846.35	4,800.00	4,800.00	2,953.65	38 %
	380 IT Support Services	0.00	18,150.18	79,720.00	79,720.00	61,569.82	23 %
	527 TECH-Website Update	0.00	0.00	4,100.00	4,100.00	4,100.00	0 %
	Account Total :	2,261.63	45,741.19	114,120.00	114,120.00	68,378.81	40 %
	Account Group Total :	2,261.63	45,741.19	114,120.00	114,120.00	68,378.81	40 %
431000 POLICE							
431000 POLICE							
	100 SALARIES	63,319.54	421,847.85	541,523.00	543,048.00	121,200.15	78 %
	101 OVERTIME	0.00	829.97	5,000.00	5,000.00	4,170.03	17 %
	102 Salaries-Part Time	527.63	9,489.40	35,000.00	35,000.00	25,510.60	27 %
	104 Separation Allowance-Law Enforcement	2,190.24	17,521.92	20,500.00	20,500.00	2,978.08	85 %
	109 FICA	4,943.31	40,052.45	46,300.00	46,300.00	6,247.55	87 %
	110 Retirement	12,327.26	99,580.11	106,600.00	106,600.00	7,019.89	93 %
	111 Group Insurance	8,725.56	78,716.38	94,200.00	94,200.00	15,483.62	84 %
	112 Special Benefit Fund-Police	3,173.98	25,396.11	25,525.00	25,525.00	128.89	99 %
	212 Supplies-Fuel	0.00	17,735.03	27,500.00	27,500.00	9,764.97	64 %
	214 Supplies-Dept	305.30	18,291.60	12,000.00	12,000.00	-6,291.60	152 %
	215 Supplies-Materials	0.00	1,590.58	0.00	0.00	-1,590.58	*** %
	217 Supplies-Uniforms	460.05	11,398.31	10,000.00	10,000.00	-1,398.31	114 %
	220 Alcohol & Drug Ed.	0.00	341.95	1,000.00	1,000.00	658.05	34 %
	310 Travel and Transportation	0.00	2,166.16	2,500.00	2,500.00	333.84	87 %
	324 Dues and Subscriptions	0.00	6,868.08	6,300.00	6,300.00	-568.08	109 %
	330 Utilities	0.00	4,024.86	0.00	0.00	-4,024.86	*** %
	331 Utilities-Street Lights	0.00	4,024.86	0.00	0.00	-4,024.86	*** %
	333 Utilities-Boat House and Range	0.00	0.00	500.00	500.00	500.00	0 %
	353 Repairs and Maint-Equipment	1,621.32	3,928.59	3,750.00	3,750.00	-178.59	105 %
	354 Repairs and Maint-Vehicles	2,765.65	32,819.66	25,000.00	33,000.00	180.34	99 %
	490 Miscellaneous	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	524 Computers	0.00	9,549.16	10,000.00	10,000.00	450.84	95 %
	691 Contractual Services	0.00	4,338.50	20,050.00	20,050.00	15,711.50	22 %
	Account Total :	100,359.84	810,511.53	994,248.00	1,003,773.00	193,261.47	81 %
	Account Group Total :	100,359.84	810,511.53	994,248.00	1,003,773.00	193,261.47	81 %
434000 FIRE							
434000 FIRE							
	100 SALARIES	48,176.54	293,785.12	360,453.00	360,453.00	66,667.88	82 %
	101 OVERTIME	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	102 Salaries-Part Time	10,180.50	21,972.75	35,000.00	35,000.00	13,027.25	63 %
	109 FICA	4,329.16	27,747.39	31,795.00	31,795.00	4,047.61	87 %
	110 Retirement	9,243.67	66,867.26	67,800.00	67,800.00	932.74	99 %
	111 Group Insurance	6,105.96	54,786.85	66,200.00	66,200.00	11,413.15	83 %
	120 401 (K) Contribution	1,803.56	13,137.29	18,723.00	18,723.00	5,585.71	70 %
	212 Supplies-Fuel	365.67	12,948.47	20,000.00	20,000.00	7,051.53	65 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
10 GENERAL FUND							
	214 Supplies-Dept	310.24	4,215.64	3,000.00	3,000.00	-1,215.64	141 %
	215 Supplies-Materials	310.52	8,868.60	9,000.00	9,000.00	131.40	99 %
	217 Supplies-Uni forms	0.00	1,818.84	4,000.00	4,000.00	2,181.16	45 %
	218 Supplies-Equipment	0.00	9,273.90	20,000.00	20,000.00	10,726.10	46 %
	310 Travel and Transportation	0.00	4,380.07	5,000.00	5,000.00	619.93	88 %
	324 Dues and Subscriptions	312.00	14,042.25	8,100.00	8,100.00	-5,942.25	173 %
	330 Utilities	482.42	6,979.42	11,500.00	11,500.00	4,520.58	61 %
	351 Repairs and Maint-Grounds	0.00	9,861.55	5,000.00	5,000.00	-4,861.55	197 %
	353 Repairs and Maint-Equipment	1,262.86	9,174.07	15,000.00	15,000.00	5,825.93	61 %
	354 Repairs and Maint-Vehicles	9,741.17	57,762.94	20,000.00	20,000.00	-37,762.94	289 %
	490 Miscellaneous	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	514 Protective Clothing	0.00	13,760.00	14,000.00	14,000.00	240.00	98 %
	553 RADIO REPLACEMENT	49.00	297.00	10,000.00	10,000.00	9,703.00	3 %
	691 Contractual Services	0.00	274.23	0.00	0.00	-274.23	*** %
	693 Fairfield Volunteer Fire Dept	0.00	67,000.00	67,000.00	67,000.00	0.00	100 %
	694 Chimney Rock Volunteer Fire Dept	0.00	35,000.00	35,000.00	35,000.00	0.00	100 %
	695 Bills Creek Volunteer Fire Dept	0.00	42,800.00	42,800.00	42,800.00	0.00	100 %
	Account Total :	92,673.27	776,753.64	892,371.00	892,371.00	115,617.36	87 %
	Account Group Total :	92,673.27	776,753.64	892,371.00	892,371.00	115,617.36	87 %
451000 PUBLIC WORKS-STREETS							
451000 PUBLIC WORKS-STREETS							
	100 SALARIES	27,723.95	206,542.81	400,816.00	400,816.00	194,273.19	52 %
	101 OVERTIME	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	109 FICA	2,102.52	16,852.76	31,392.00	31,392.00	14,539.24	54 %
	110 Retirement	5,264.79	42,210.93	72,010.00	72,010.00	29,799.07	59 %
	111 Group Insurance	4,335.90	40,157.76	77,220.00	77,220.00	37,062.24	52 %
	120 401 (K) Contribution	1,155.71	9,407.80	20,555.00	20,555.00	11,147.20	46 %
	211 Supplies-Automotive	0.00	18,042.81	25,000.00	25,000.00	6,957.19	72 %
	212 Supplies-Fuel	0.00	975.56	0.00	0.00	-975.56	*** %
	214 Supplies-Dept	0.00	753.82	1,200.00	1,200.00	446.18	63 %
	215 Supplies-Materials	3,091.56	18,581.66	35,000.00	35,000.00	16,418.34	53 %
	217 Supplies-Uni forms	125.90	5,506.35	8,000.00	8,000.00	2,493.65	69 %
	310 Travel and Transportation	0.00	111.40	500.00	500.00	388.60	22 %
	330 Utilities	0.00	766.19	0.00	0.00	-766.19	*** %
	331 Utilities-Street Lights	0.00	10,128.80	15,000.00	15,000.00	4,871.20	68 %
	334 Utilities-Buildings	0.00	6,159.75	11,500.00	11,500.00	5,340.25	54 %
	350 Repairs and Maint-Buildings	2,033.75	5,391.42	25,000.00	25,000.00	19,608.58	22 %
	351 Repairs and Maint-Grounds	257.76	7,820.63	12,000.00	12,000.00	4,179.37	65 %
	352 Repairs and Maint-Dam	2,385.04	3,352.71	0.00	0.00	-3,352.71	*** %
	353 Repairs and Maint-Equipment	17,055.36	34,040.96	30,000.00	30,000.00	-4,040.96	113 %
	354 Repairs and Maint-Vehicles	0.00	8,190.89	20,000.00	20,000.00	11,809.11	41 %
	550 Other Equipment	0.00	100.00	0.00	0.00	-100.00	*** %
	691 Contractual Services	0.00	180.00	4,000.00	4,000.00	3,820.00	5 %
	Account Total :	65,532.24	435,275.01	804,193.00	804,193.00	368,917.99	54 %
	Account Group Total :	65,532.24	435,275.01	804,193.00	804,193.00	368,917.99	54 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
10 GENERAL FUND							
472000 SANITATION							
472000 SANITATION							
	691 Contractual Services	29,830.00	178,980.00	177,000.00	179,400.00	420.00	100 %
	692 Contractual Services-Recycling	3,072.00	17,960.00	14,400.00	14,400.00	-3,560.00	125 %
	696 Tipping Fees	5,770.00	34,680.76	38,000.00	38,000.00	3,319.24	91 %
	Account Total :	38,672.00	231,620.76	229,400.00	231,800.00	179.24	100 %
	Account Group Total :	38,672.00	231,620.76	229,400.00	231,800.00	179.24	100 %
473000 DAM/Watershed Protection							
473000 DAM/Watershed Protection							
	351 Repairs and Maint-Grounds	0.00	3,650.00	9,000.00	9,000.00	5,350.00	41 %
	352 Repairs and Maint-Dam	0.00	5,843.94	14,000.00	14,000.00	8,156.06	42 %
	Account Total :	0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
	Account Group Total :	0.00	9,493.94	23,000.00	23,000.00	13,506.06	41 %
492000 ECONOMIC DEVELOPMENT							
492000 ECONOMIC DEVELOPMENT							
	100 SALARIES	6,172.88	45,761.54	63,100.00	63,100.00	17,338.46	73 %
	109 FICA	490.25	3,623.38	4,800.00	4,800.00	1,176.62	75 %
	110 Retirement	1,172.22	8,938.51	11,400.00	11,400.00	2,461.49	78 %
	111 Group Insurance	872.28	7,902.35	9,500.00	9,500.00	1,597.65	83 %
	120 401 (K) Contribution	308.65	2,358.15	3,300.00	3,300.00	941.85	71 %
	212 Supplies-Fuel	45.21	45.21	0.00	0.00	-45.21	*** %
	214 Supplies-Dept	0.00	436.07	0.00	0.00	-436.07	*** %
	585 Community Branding	20,533.00	31,464.84	15,500.00	45,500.00	14,035.16	69 %
	Account Total :	29,594.49	100,530.05	107,600.00	137,600.00	37,069.95	73 %
	Account Group Total :	29,594.49	100,530.05	107,600.00	137,600.00	37,069.95	73 %
493000 COMMUNITY DEVELOPMENT							
493000 COMMUNITY DEVELOPMENT							
	100 SALARIES	27,733.91	153,453.37	279,601.00	279,601.00	126,147.63	55 %
	109 FICA	2,046.44	12,029.74	21,227.00	21,227.00	9,197.26	57 %
	110 Retirement	5,168.03	30,253.64	50,500.00	50,500.00	20,246.36	60 %
	111 Group Insurance	3,426.81	21,388.46	38,410.00	38,410.00	17,021.54	56 %
	120 401 (K) Contribution	372.39	2,979.12	13,930.00	13,930.00	10,950.88	21 %
	180 Legal Services	2,000.00	13,255.80	20,000.00	20,000.00	6,744.20	66 %
	212 Supplies-Fuel	770.40	1,148.02	1,000.00	1,000.00	-148.02	115 %
	214 Supplies-Dept	0.00	111.84	5,500.00	5,500.00	5,388.16	2 %
	310 Travel and Transportation	567.61	2,299.54	4,000.00	4,000.00	1,700.46	57 %
	324 Dues and Subscriptions	0.00	60.00	1,000.00	1,000.00	940.00	6 %
	370 Advertising	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	410 RENTS	0.00	16,909.64	18,000.00	18,000.00	1,090.36	94 %
	691 Contractual Services	0.00	1,500.00	17,000.00	17,000.00	15,500.00	9 %
	Account Total :	42,085.59	255,389.17	471,168.00	471,168.00	215,778.83	54 %
	Account Group Total :	42,085.59	255,389.17	471,168.00	471,168.00	215,778.83	54 %



TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
10 GENERAL FUND							
500000 HUMAN SERVICES							
500000 HUMAN SERVICES							
	500 CAPITAL OUTLAY	0.00	31,135.54	0.00	0.00	-31,135.54	*** %
	Account Total :	0.00	31,135.54	0.00	0.00	-31,135.54	*** %
	Account Group Total :	0.00	31,135.54	0.00	0.00	-31,135.54	*** %
613000 PARKS, RECREATION & LAKE							
613000 PARKS, RECREATION & LAKE							
	100 SALARIES	32,813.94	229,728.70	280,000.00	280,000.00	50,271.30	82 %
	102 Salaries-Part Time	677.25	2,331.01	0.00	0.00	-2,331.01	*** %
	109 FICA	2,429.16	18,858.65	22,500.00	22,500.00	3,641.35	84 %
	110 Retirement	6,295.82	49,747.84	51,000.00	51,000.00	1,252.16	98 %
	111 Group Insurance	5,233.68	43,467.40	57,000.00	57,000.00	13,532.60	76 %
	120 401 (K) Contribution	1,637.25	12,964.09	14,000.00	14,000.00	1,035.91	93 %
	212 Supplies-Fuel	1,375.07	10,662.01	15,000.00	15,000.00	4,337.99	71 %
	213 Supplies-Boat Fuel & Supplies	0.00	4,980.05	12,000.00	12,000.00	7,019.95	42 %
	214 Supplies-Dept	0.00	2,428.62	5,000.00	5,000.00	2,571.38	49 %
	215 Supplies-Materials	805.43	12,746.77	25,000.00	25,000.00	12,253.23	51 %
	216 Supplies-Fish Purchase	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	217 Supplies-Uniforms	0.00	1,144.87	1,500.00	1,500.00	355.13	76 %
	219 Boat and Fishing Permits	0.00	5,736.68	6,500.00	6,500.00	763.32	88 %
	310 Travel and Transportation	0.00	1,549.55	2,000.00	2,000.00	450.45	77 %
	330 Utilities	0.00	1,197.80	6,700.00	6,700.00	5,502.20	18 %
	331 Utilities-Street Lights	0.00	195.81	0.00	0.00	-195.81	*** %
	333 Utilities-Boat House and Range	0.00	67.78	0.00	0.00	-67.78	*** %
	335 Flowering Bridge Lighting	0.00	4,193.07	3,500.00	3,500.00	-693.07	120 %
	351 Repairs and Maint-Grounds	11,001.12	76,035.11	100,000.00	100,000.00	23,964.89	76 %
	352 Repairs and Maint-Dam	64.01	64.01	0.00	0.00	-64.01	*** %
	353 Repairs and Maint-Equipment	4,015.91	11,862.38	14,000.00	14,000.00	2,137.62	85 %
	691 Contractual Services	1,573.00	98,902.09	40,500.00	40,500.00	-58,402.09	244 %
	697 Dredging & Debris Removal	0.00	53,041.84	0.00	0.00	-53,041.84	*** %
	Account Total :	67,921.64	641,906.13	664,200.00	664,200.00	22,293.87	97 %
	Account Group Total :	67,921.64	641,906.13	664,200.00	664,200.00	22,293.87	97 %
615000 BEACH & MARINA							
615000 BEACH & MARINA							
	214 Supplies-Dept	0.00	1,750.00	2,000.00	2,000.00	250.00	88 %
	350 Repairs and Maint-Buildings	0.00	342.00	4,000.00	4,000.00	3,658.00	9 %
	351 Repairs and Maint-Grounds	917.72	12,762.64	10,200.00	10,200.00	-2,562.64	125 %
	353 Repairs and Maint-Equipment	0.00	1,740.03	1,300.00	1,300.00	-440.03	134 %
	Account Total :	917.72	16,594.67	17,500.00	17,500.00	905.33	95 %
	Account Group Total :	917.72	16,594.67	17,500.00	17,500.00	905.33	95 %
617000 GOLF							
617000 GOLF							
	350 Repairs and Maint-Buildings	0.00	35.00	0.00	0.00	-35.00	*** %
	Account Total :	0.00	35.00	0.00	0.00	-35.00	*** %
	Account Group Total :	0.00	35.00	0.00	0.00	-35.00	*** %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
10 GENERAL FUND							
713000 WATER							
713000 WATER							
	353 Repairs and Maint-Equipment	341.43	202.53	0.00	0.00	-202.53	*** %
	Account Total :	341.43	202.53	0.00	0.00	-202.53	*** %
	Account Group Total :	341.43	202.53	0.00	0.00	-202.53	*** %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	504 VEHICLES	0.00	51,542.50	0.00	0.00	-51,542.50	*** %
	506 HVAC System/Police	13,430.00	28,848.23	15,000.00	15,000.00	-13,848.23	192 %
	516 PUBLIC SERVICES BLDG	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	522 Pool Creek Bridge Light Replacement	0.00	14,380.00	10,000.00	10,000.00	-4,380.00	144 %
	530 P&R-Mower	0.00	2,650.00	18,000.00	18,000.00	15,350.00	15 %
	541 POLICE-Vehicles	0.00	42,320.36	57,000.00	57,000.00	14,679.64	74 %
	548 Parking Lot	0.00	0.00	200,000.00	200,000.00	200,000.00	0 %
	550 Other Equipment	0.00	187,584.92	42,504.00	155,000.00	-32,584.92	121 %
	555 PW Storage Bldg	0.00	0.00	450,000.00	450,000.00	450,000.00	0 %
	559 PW BLDG-Renovations	0.00	25,500.00	40,000.00	40,000.00	14,500.00	64 %
	576 DAM-AUTOMATION	0.00	216,833.00	256,560.00	256,560.00	39,727.00	85 %
	587 DAM BOOM REPLACEMENT	0.00	0.00	70,000.00	70,000.00	70,000.00	0 %
	592 PW-Street Paving	117,075.00	163,397.60	150,000.00	174,000.00	10,602.40	94 %
	697 Dredging & Debris Removal	108,006.00	877,232.46	1,000,000.00	1,000,000.00	122,767.54	88 %
	Account Total :	238,511.00	1,610,289.07	2,359,064.00	2,495,560.00	885,270.93	65 %
	Account Group Total :	238,511.00	1,610,289.07	2,359,064.00	2,495,560.00	885,270.93	65 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	504 VEHICLES	0.00	42,398.61	44,500.00	44,500.00	2,101.39	95 %
	531 FIRE-Fire Engine	0.00	0.00	46,300.00	46,300.00	46,300.00	0 %
	541 POLICE-Vehicles	0.00	9,095.06	17,225.00	17,225.00	8,129.94	53 %
	550 Other Equipment	0.00	51,481.85	144,500.00	144,500.00	93,018.15	36 %
	561 Brdwalk-Marina Bay	0.00	0.00	101,900.00	101,900.00	101,900.00	0 %
	573 Barge/Excavator	0.00	137,711.21	0.00	0.00	-137,711.21	*** %
	700 DEBT SERVICE	0.00	1,432.10	0.00	0.00	-1,432.10	*** %
	720 Bond Interest	0.00	23,170.37	58,500.00	58,500.00	35,329.63	40 %
	Account Total :	0.00	265,289.20	412,925.00	412,925.00	147,635.80	64 %
	Account Group Total :	0.00	265,289.20	412,925.00	412,925.00	147,635.80	64 %
920000 Non-Governmental							
920000 Non-Governmental							
	130 Unemployment	0.00	4,211.45	5,000.00	5,000.00	788.55	84 %
	450 Insurance	0.00	173,114.70	165,000.00	165,000.00	-8,114.70	105 %
	751 Bank Fees	0.00	36.50	2,500.00	2,500.00	2,463.50	1 %
	Account Total :	0.00	177,362.65	172,500.00	172,500.00	-4,862.65	103 %
	Account Group Total :	0.00	177,362.65	172,500.00	172,500.00	-4,862.65	103 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL FUND							
980000 TRANSFERS							
980000 TRANSFERS							
	967 Transfer to Capital Reserve Fund	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	760,965.06	6,359,402.45	9,928,110.00	10,183,306.00	3,823,903.55	62 %
21 Capital Reserve Fund							
980000 TRANSFERS							
980000 TRANSFERS							
	958 Transfer to Fund Balance	0.00	0.00	1,150,000.00	1,150,000.00	1,150,000.00	0 %
	966 Transfer To General	0.00	0.00	450,000.00	450,000.00	450,000.00	0 %
	Account Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Account Group Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
	Fund Total:	0.00	0.00	1,600,000.00	1,600,000.00	1,600,000.00	0 %
22 DAM Capital Projects Fund							
714000 SEWER							
714000 SEWER							
	190 Engineering Services	0.00	43,355.20	0.00	0.00	-43,355.20	*** %
	Account Total:	0.00	43,355.20	0.00	0.00	-43,355.20	*** %
	Account Group Total:	0.00	43,355.20	0.00	0.00	-43,355.20	*** %
	Fund Total:	0.00	43,355.20	0.00	0.00	-43,355.20	*** %
53 WATER AND SEWER FUND							
713000 WATER							
713000 WATER							
	212 Supplies-Fuel	0.00	35.46	0.00	0.00	-35.46	*** %
	214 Supplies-Dept	0.00	387.50	15,000.00	15,000.00	14,612.50	3 %
	310 Travel and Transportation	20.00	460.00	4,000.00	4,000.00	3,540.00	12 %
	324 Dues and Subscriptions	0.00	160.00	2,000.00	2,000.00	1,840.00	8 %
	330 Utilities	0.00	13,501.69	15,000.00	15,000.00	1,498.31	90 %
	350 Repairs and Maint-Buildings	923.89	19,502.90	20,000.00	20,000.00	497.10	98 %
	353 Repairs and Maint-Equipment	0.00	27,718.60	30,000.00	30,000.00	2,281.40	92 %
	354 Repairs and Maint-Vehicles	0.00	111.19	0.00	0.00	-111.19	*** %
	358 Repairs and Maint-Lines	6,720.00	6,720.00	18,000.00	18,000.00	11,280.00	37 %
	430 Equipment Rental	0.00	0.00	500.00	500.00	500.00	0 %
	691 Contractual Services	810.00	22,315.11	20,000.00	20,000.00	-2,315.11	112 %
	Account Total:	8,473.89	90,912.45	124,500.00	124,500.00	33,587.55	73 %
	Account Group Total:	8,473.89	90,912.45	124,500.00	124,500.00	33,587.55	73 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avail able Appropriation	% Committed
53 WATER AND SEWER FUND							
714000 SEWER							
714000 SEWER							
	103 Professional Services	0.00	300.00	3,000.00	3,000.00	2,700.00	10 %
	214 Supplies-Dept	0.00	75.61	800.00	800.00	724.39	9 %
	215 Supplies-Materials	0.00	90,911.87	180,000.00	180,000.00	89,088.13	51 %
	217 Supplies-Uniforms	0.00	199.80	0.00	0.00	-199.80	*** %
	310 Travel and Transportation	0.00	952.01	4,000.00	4,000.00	3,047.99	24 %
	320 Postage	0.00	8,979.96	4,000.00	4,000.00	-4,979.96	224 %
	330 Utilities	0.00	10,573.71	16,000.00	16,000.00	5,426.29	66 %
	350 Repairs and Maint-Buildings	0.00	17,267.42	20,000.00	20,000.00	2,732.58	86 %
	353 Repairs and Maint-Equipment	0.00	23,394.87	45,000.00	45,000.00	21,605.13	52 %
	355 Repairs and Maint-Collection System	0.00	4,277.95	25,000.00	25,000.00	20,722.05	17 %
	358 Repairs and Maint-Lines	0.00	704.80	0.00	0.00	-704.80	*** %
	550 Other Equipment	0.00	14,937.50	0.00	155,000.00	140,062.50	10 %
	613 Manhole Rehabi Project	0.00	129,044.20	0.00	0.00	-129,044.20	*** %
	690 Contractual Services-Sludge Hauling	0.00	69,320.77	160,000.00	160,000.00	90,679.23	43 %
	691 Contractual Services	70.00	37,942.15	79,000.00	79,000.00	41,057.85	48 %
	699 Contractual Services-WWTP Operator	0.00	11,277.19	40,000.00	40,000.00	28,722.81	28 %
	Account Total:	70.00	420,159.81	576,800.00	731,800.00	311,640.19	57 %
	Account Group Total:	70.00	420,159.81	576,800.00	731,800.00	311,640.19	57 %
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
	330 Utilities	0.00	27.95	0.00	0.00	-27.95	*** %
	Account Total:	0.00	27.95	0.00	0.00	-27.95	*** %
	Account Group Total:	0.00	27.95	0.00	0.00	-27.95	*** %
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
800000 CAPITAL OUTLAY/SPECIAL PROJECTS							
	511 WATER METERS	0.00	160,857.29	200,000.00	200,000.00	39,142.71	80 %
	547 CAMERAS/CAMERAS	0.00	0.00	8,500.00	8,500.00	8,500.00	0 %
	557 FIREFLY COVE SYSTEM	0.00	0.00	250,000.00	250,000.00	250,000.00	0 %
	Account Total:	0.00	160,857.29	458,500.00	458,500.00	297,642.71	35 %
	Account Group Total:	0.00	160,857.29	458,500.00	458,500.00	297,642.71	35 %
910000 DEBT SERVICE							
910000 DEBT SERVICE							
	611 SRL Fund Project	0.00	2,579.49	55,955.00	55,955.00	53,375.51	5 %
	612 Joint Wrapping Project	0.00	0.00	63,990.00	63,990.00	63,990.00	0 %
	720 Bond Interest	0.00	0.00	5,160.00	5,160.00	5,160.00	0 %
	Account Total:	0.00	2,579.49	125,105.00	125,105.00	122,525.51	2 %
	Account Group Total:	0.00	2,579.49	125,105.00	125,105.00	122,525.51	2 %
980000 TRANSFERS							
980000 TRANSFERS							
	958 Transfer to Fund Balance	0.00	0.00	365,455.00	365,455.00	365,455.00	0 %
	Account Total:	0.00	0.00	365,455.00	365,455.00	365,455.00	0 %
	Account Group Total:	0.00	0.00	365,455.00	365,455.00	365,455.00	0 %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai lable Appropriation	% Committed
Fund Total :		8,543.89	674,536.99	1,650,360.00	1,805,360.00	1,130,823.01	37 %
56 ELECTRIC FUND							
72000							
72000							
	353 Repai rs and Maint-Equipment	0.00	48.32	0.00	0.00	-48.32	*** %
	Account Total :	0.00	48.32	0.00	0.00	-48.32	*** %
	Account Group Total :	0.00	48.32	0.00	0.00	-48.32	*** %
720000 ELECTRIC OPERATIONS							
720000 ELECTRIC OPERATIONS							
	100 SALARIES	25,960.77	186,390.87	87,500.00	87,500.00	-98,890.87	213 %
	103 Professional Servi ces	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	109 FI CA	1,920.93	15,620.48	6,950.00	6,950.00	-8,670.48	225 %
	110 Retirement	4,929.96	39,356.61	15,000.00	15,000.00	-24,356.61	262 %
	111 Group Insurance	2,616.84	23,374.57	10,000.00	10,000.00	-13,374.57	234 %
	120 401 (K) Contri bution	892.17	7,137.36	4,313.00	4,313.00	-2,824.36	165 %
	212 Suppl ies-Fuel	0.00	5,792.70	6,000.00	6,000.00	207.30	97 %
	214 Suppl ies-Dept	0.00	356.19	6,200.00	6,200.00	5,843.81	6 %
	320 Postage	0.00	44.32	0.00	0.00	-44.32	*** %
	321 Telephone	2,308.15	3,555.44	3,000.00	3,000.00	-555.44	119 %
	330 Utili ties	0.00	3,223.17	6,000.00	6,000.00	2,776.83	54 %
	350 Repai rs and Maint-Bui ldings	0.00	2,703.45	15,000.00	15,000.00	12,296.55	18 %
	351 Repai rs and Maint-Grounds	0.00	1,135.71	0.00	0.00	-1,135.71	*** %
	352 Repai rs and Maint-Dam	0.00	219.98	0.00	0.00	-219.98	*** %
	353 Repai rs and Maint-Equipment	0.00	1,948.14	40,000.00	40,000.00	38,051.86	5 %
	691 Contractual Servi ces	0.00	2,640.00	42,000.00	42,000.00	39,360.00	6 %
	Account Total :	38,628.82	293,498.99	281,963.00	281,963.00	-11,535.99	104 %
	Account Group Total :	38,628.82	293,498.99	281,963.00	281,963.00	-11,535.99	104 %
980000 TRANSFERS							
980000 TRANSFERS							
	958 Transfer to Fund Balance	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	Account Total :	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	Account Group Total :	0.00	0.00	118,187.00	118,187.00	118,187.00	0 %
	Fund Total :	38,628.82	293,547.31	400,150.00	400,150.00	106,602.69	73 %
58 Capital Sewer Project Fund							
713000 WATER							
713000 WATER							
	190 Engi neeri ng Servi ces	0.00	21,850.00	0.00	0.00	-21,850.00	*** %
	Account Total :	0.00	21,850.00	0.00	0.00	-21,850.00	*** %
	Account Group Total :	0.00	21,850.00	0.00	0.00	-21,850.00	*** %

TOWN OF LAKE LURE  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 6 / 23

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Avai lable Appropriation	% Committed
58 Capital Sewer Project Fund							
714000 SEWER							
714000 SEWER							
	190 Engi neeri ng Servi ces	0.00	957,635.53	0.00	0.00	-957,635.53	*** %
	212 Suppl i es-Fuel	0.00	19,929.83	0.00	0.00	-19,929.83	*** %
	573 Barge/Excavator	0.00	550,885.12	0.00	0.00	-550,885.12	*** %
	635 Contract for Design Build -Sewer	0.00	640,000.00	0.00	0.00	-640,000.00	*** %
	691 Contractual Servi ces	0.00	398,146.87	0.00	0.00	-398,146.87	*** %
	760 Cl osi ng Cost	0.00	45,686.00	0.00	0.00	-45,686.00	*** %
	Account Total :	0.00	2,612,283.35	0.00	0.00	-2,612,283.35	*** %
	Account Group Total :	0.00	2,612,283.35	0.00	0.00	-2,612,283.35	*** %
	Fund Total :	0.00	2,634,133.35	0.00	0.00	-2,634,133.35	*** %
75 CHIMNEY ROCK WATER FUND							
713000 WATER							
713000 WATER							
	214 Suppl i es-Dept	0.00	1,637.50	0.00	0.00	-1,637.50	*** %
	320 Postage	0.00	537.65	0.00	0.00	-537.65	*** %
	968 Payments to Chimney Rock Water Works	5,958.78	64,807.62	0.00	0.00	-64,807.62	*** %
	Account Total :	5,958.78	66,982.77	0.00	0.00	-66,982.77	*** %
	Account Group Total :	5,958.78	66,982.77	0.00	0.00	-66,982.77	*** %
	Fund Total :	5,958.78	66,982.77	0.00	0.00	-66,982.77	*** %
	Grand Total :	814,096.55	10,071,958.07	13,578,620.00	13,988,816.00	3,916,857.93	72 %

**V**  
**COUNCIL LIAISON**  
**REPORTS AND**  
**COMMENTS**

# **VI PRESENTATIONS**

## **A. Audit Presentation**



# Town of Lake Lure

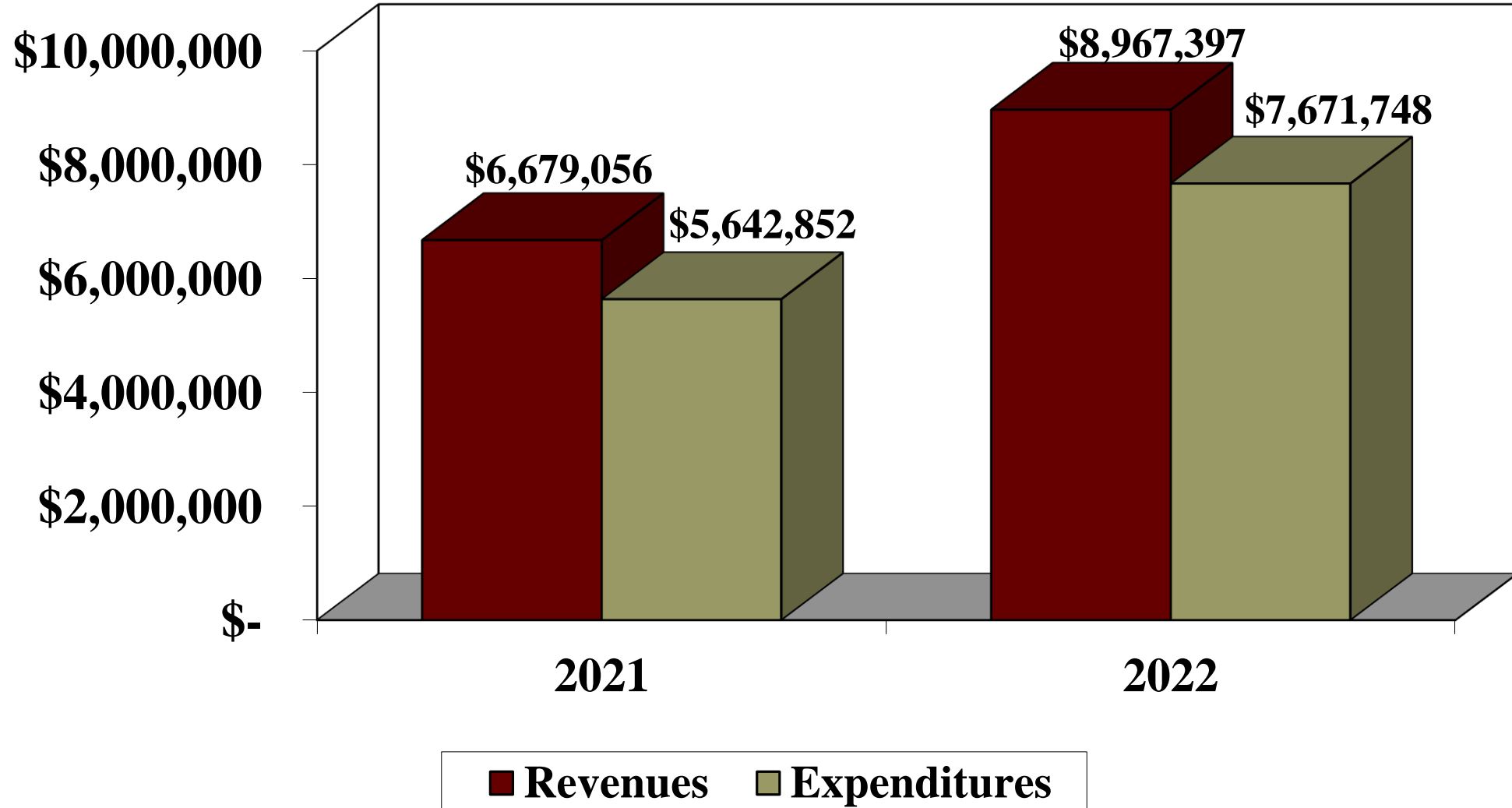
2022 Audit Financial Statements



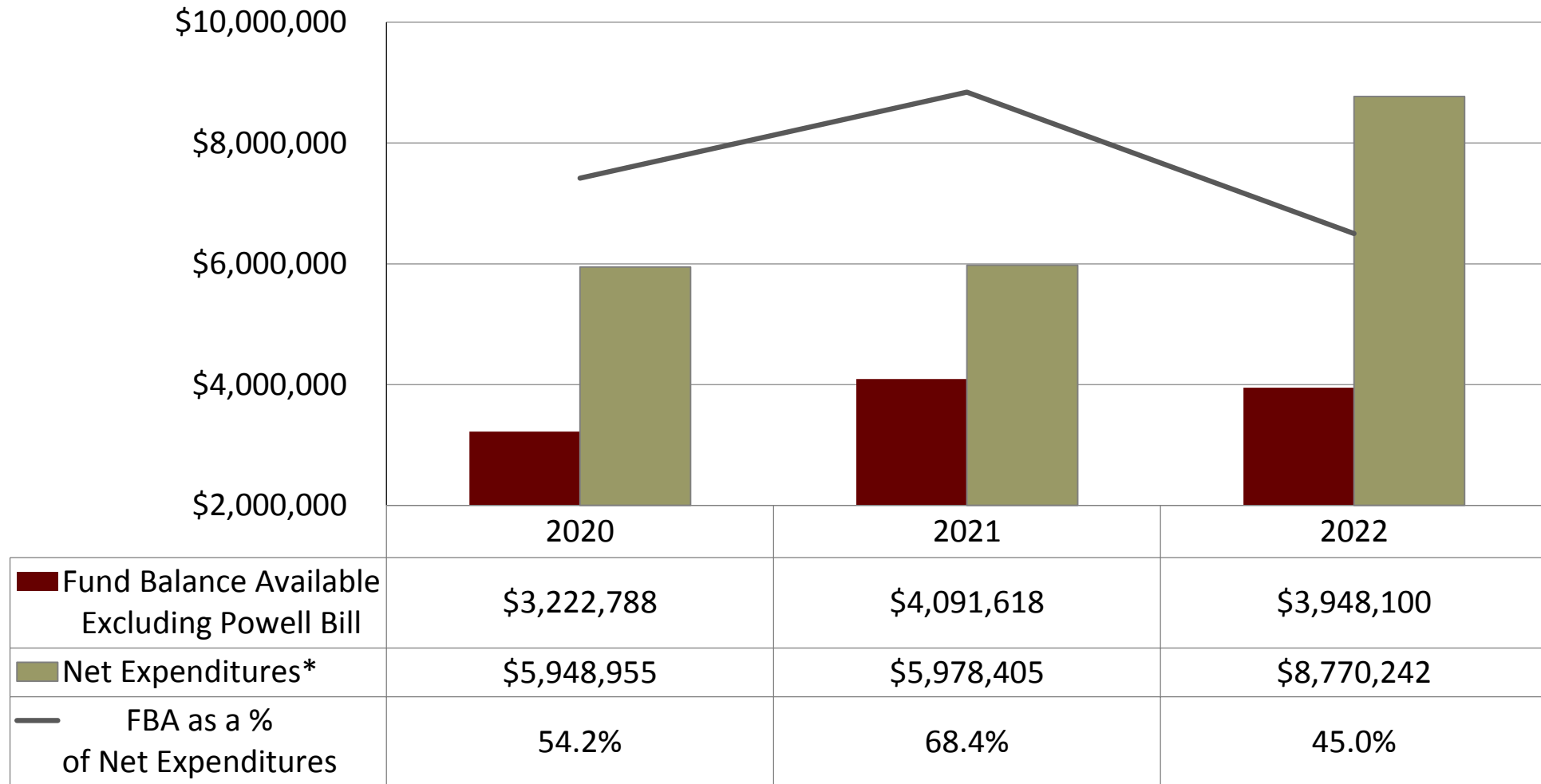
# Audit Highlights

- ❑ **UNMODIFIED OPINION**
- ❑ **SINGLE AUDIT REPORTING**
  - ❑ **2022 TESTED 2 PROGRAMS**
- ❑ **GASB 87 IMPLEMENTED (LEASES)**
- ❑ **PERFORMANCE INDICATORS & FINDINGS**
  - ❑ **SELF REPORTING**

# GENERAL FUND SUMMARY

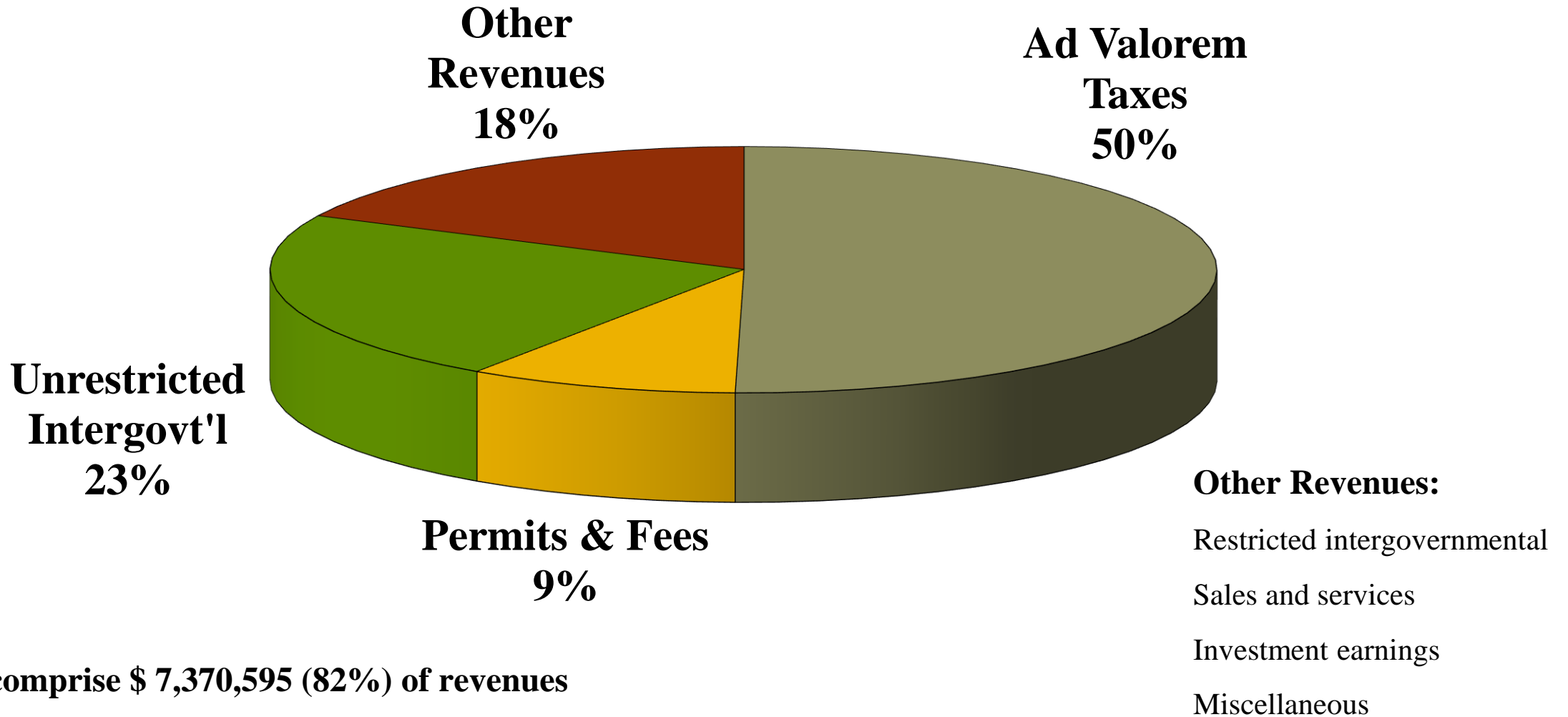


# FUND BALANCE-GENERAL FUND



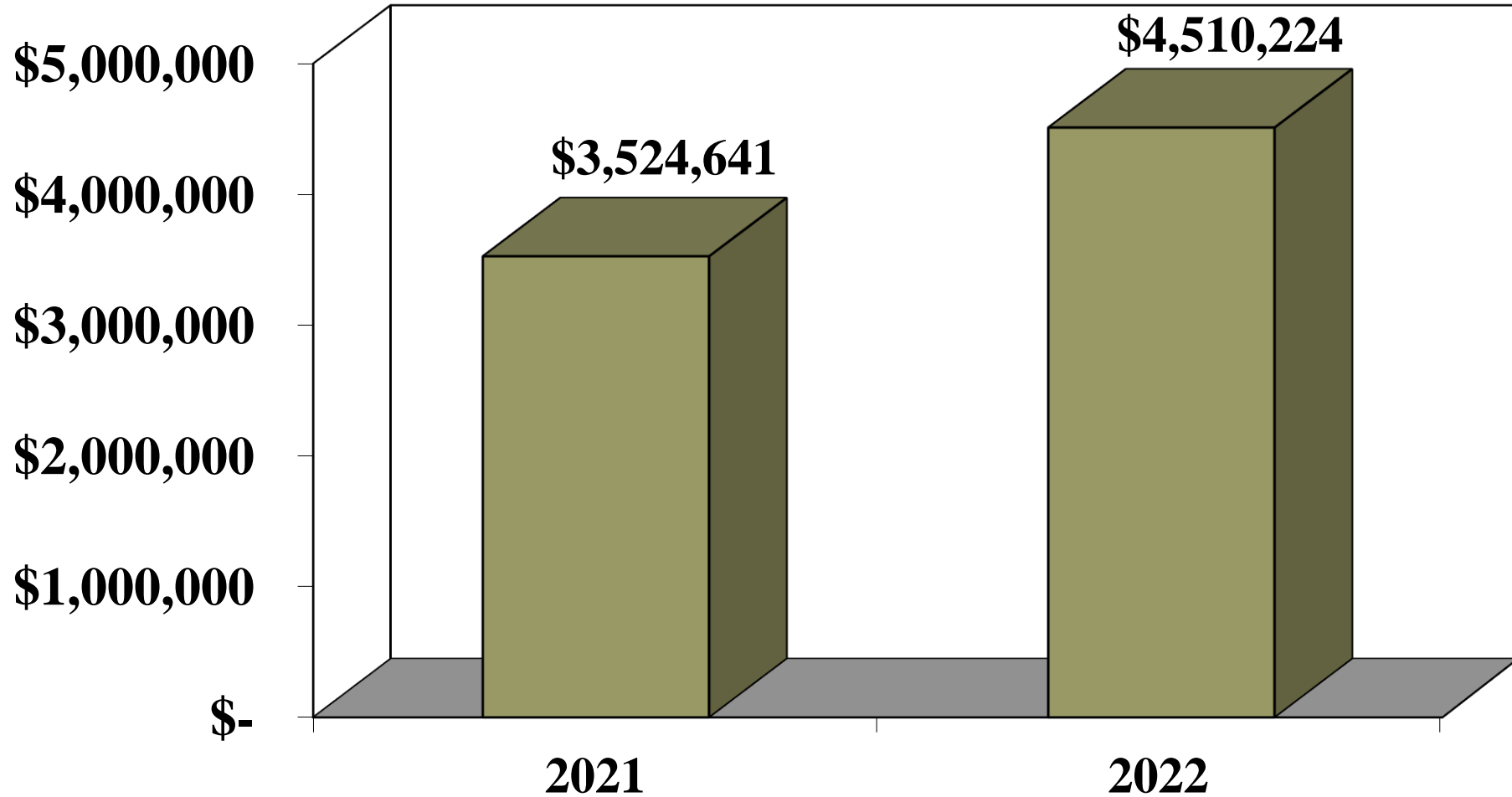
\*Net expenditures = Total expenditures + Transfers out – Debt proceeds – Powell Bill  
 Powell Bill funds are excluded from Available Fund Balance in this calculation.

# TOP 3 REVENUES: GENERAL FUND

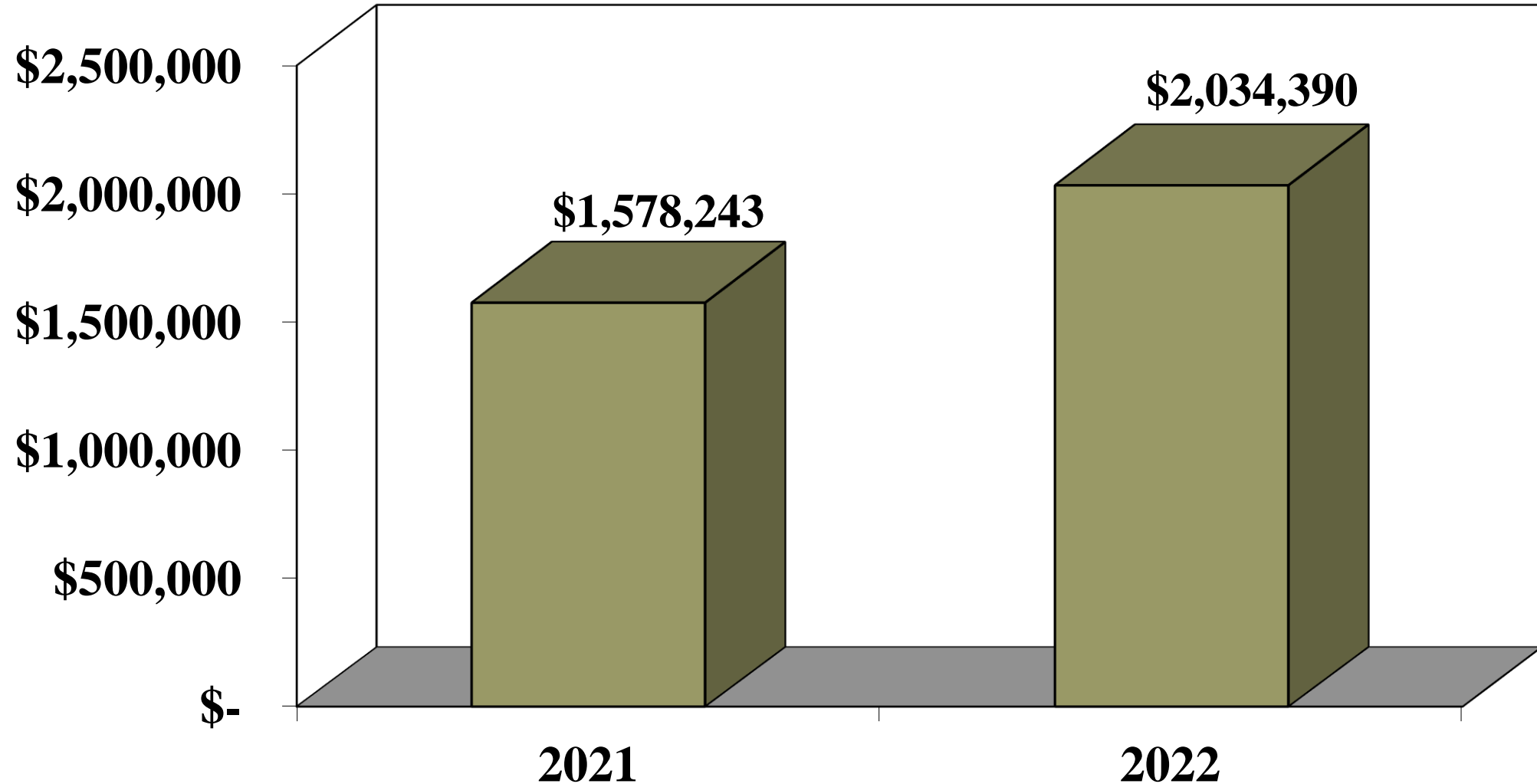


Top 3 comprise \$ 7,370,595 (82%) of revenues

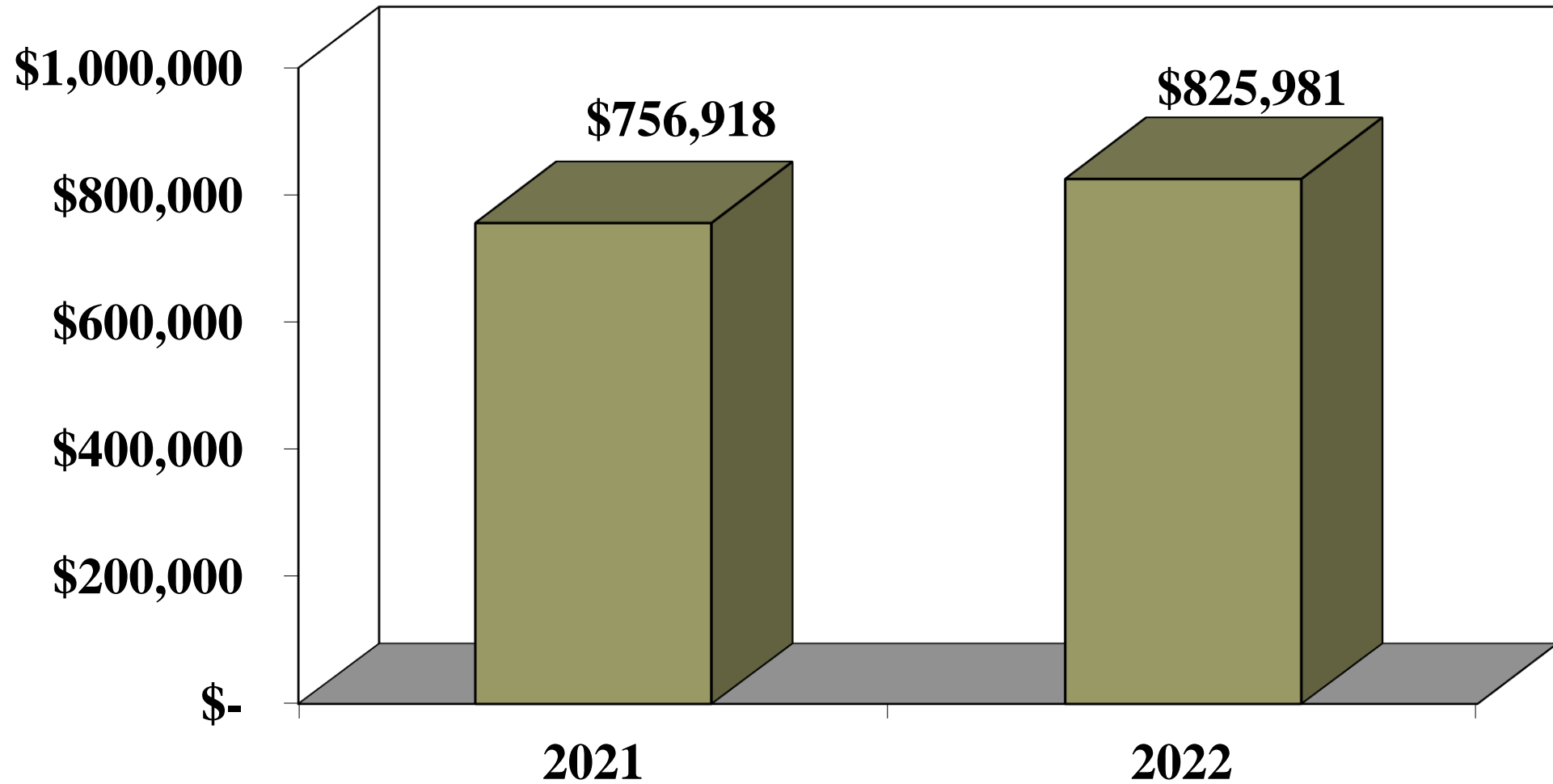
# AD VALOREM TAXES



# UNRESTRICTED INTERGOVERNMENTAL REVENUES

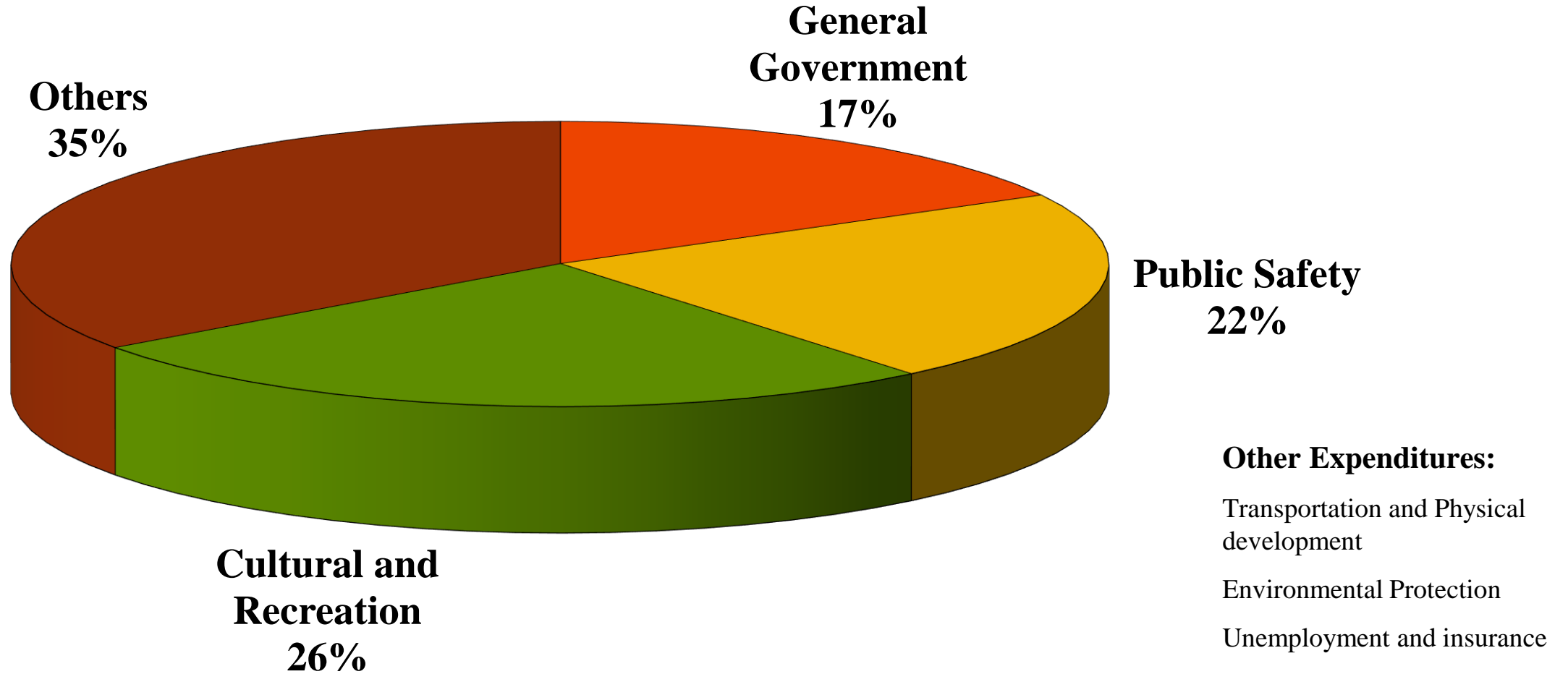


# PERMITS & FEES





# TOP 3 EXPENDITURES: GENERAL FUND



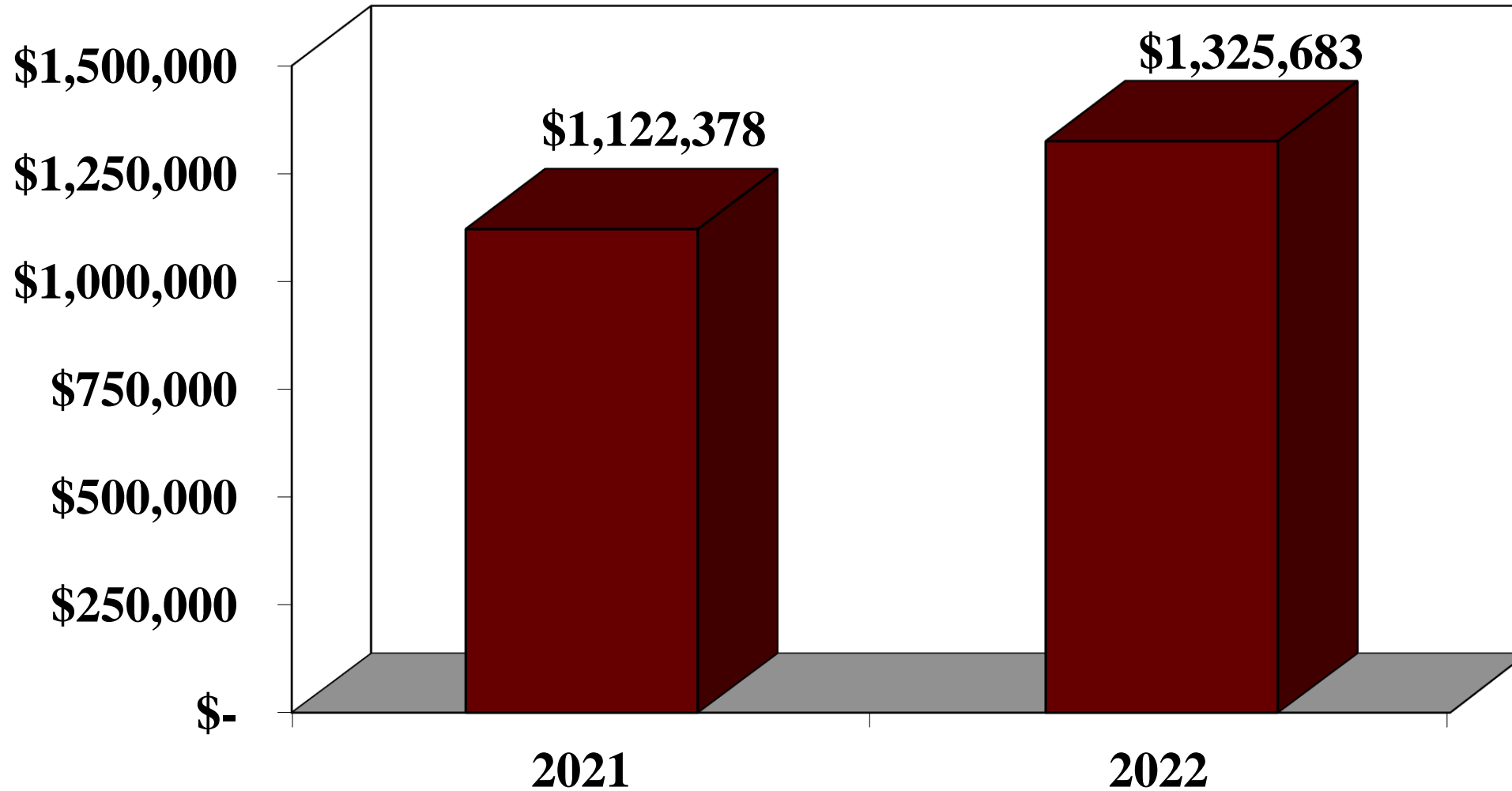
**Public Safety**  
22%

### Other Expenditures:

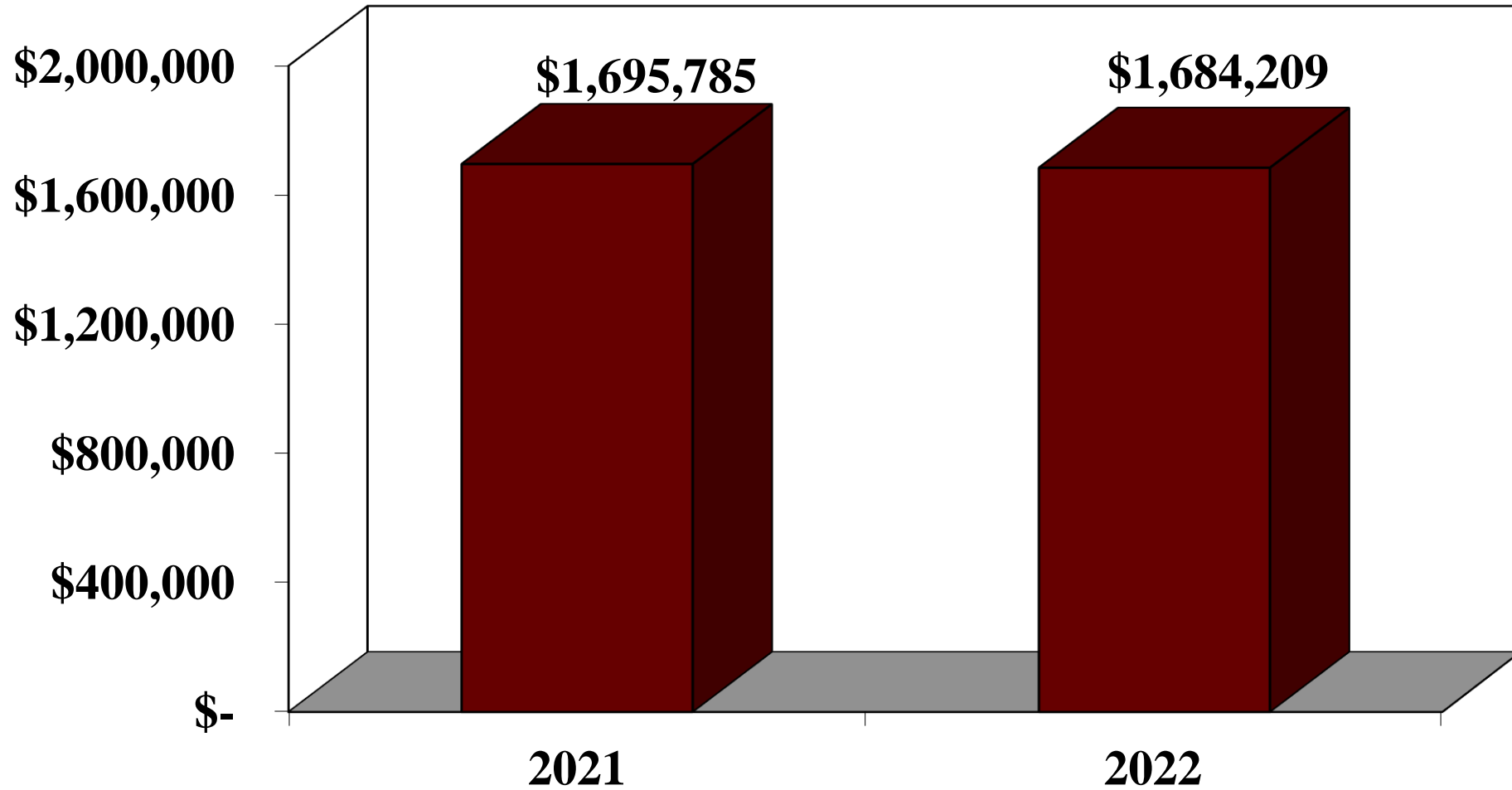
- Transportation and Physical development
- Environmental Protection
- Unemployment and insurance
- Special projects
- Debt service

**Top 3 comprise \$ 5,028,247 (65%) of expenditures**

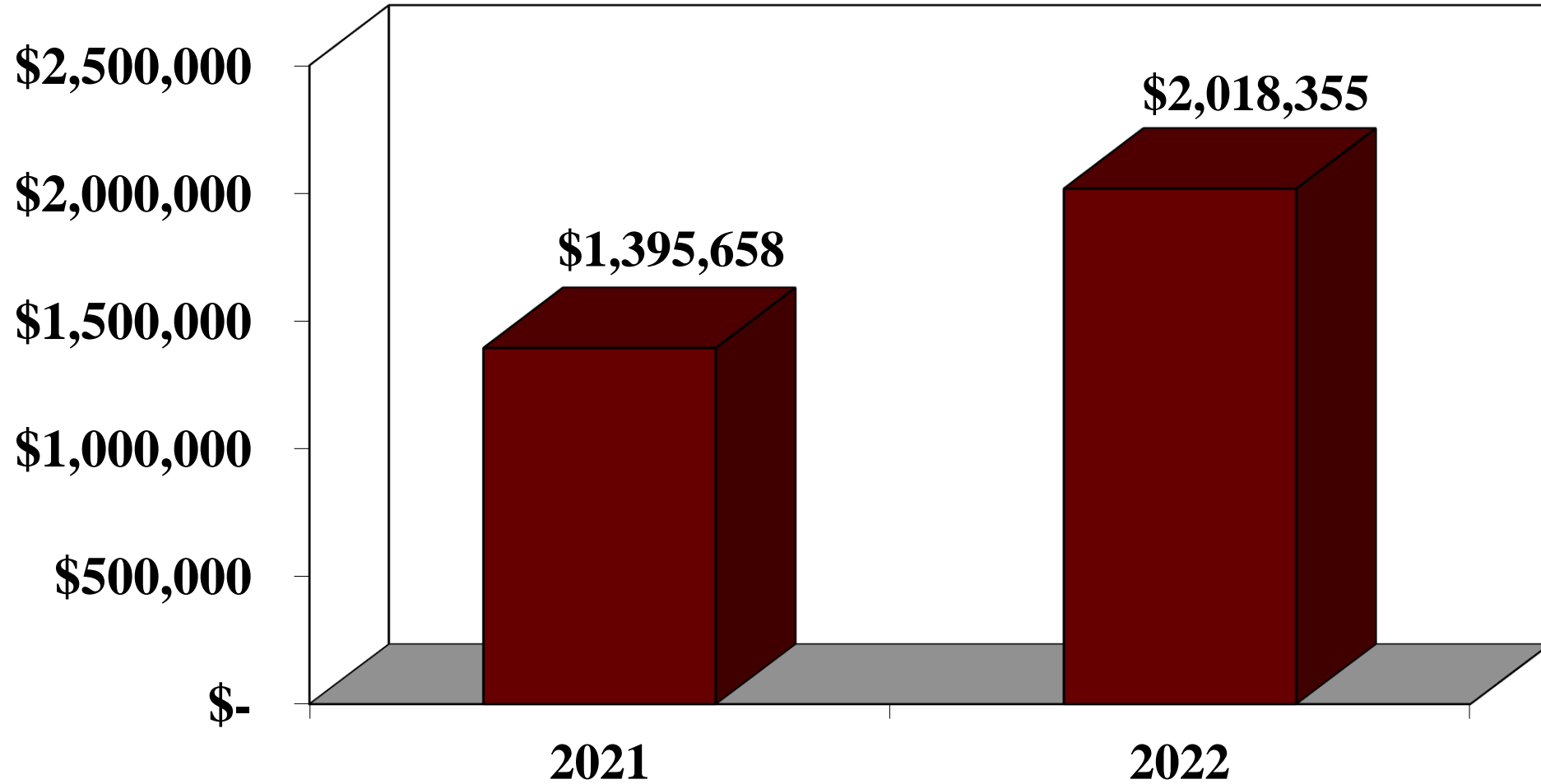
# GENERAL GOVERNMENT EXPENDITURES



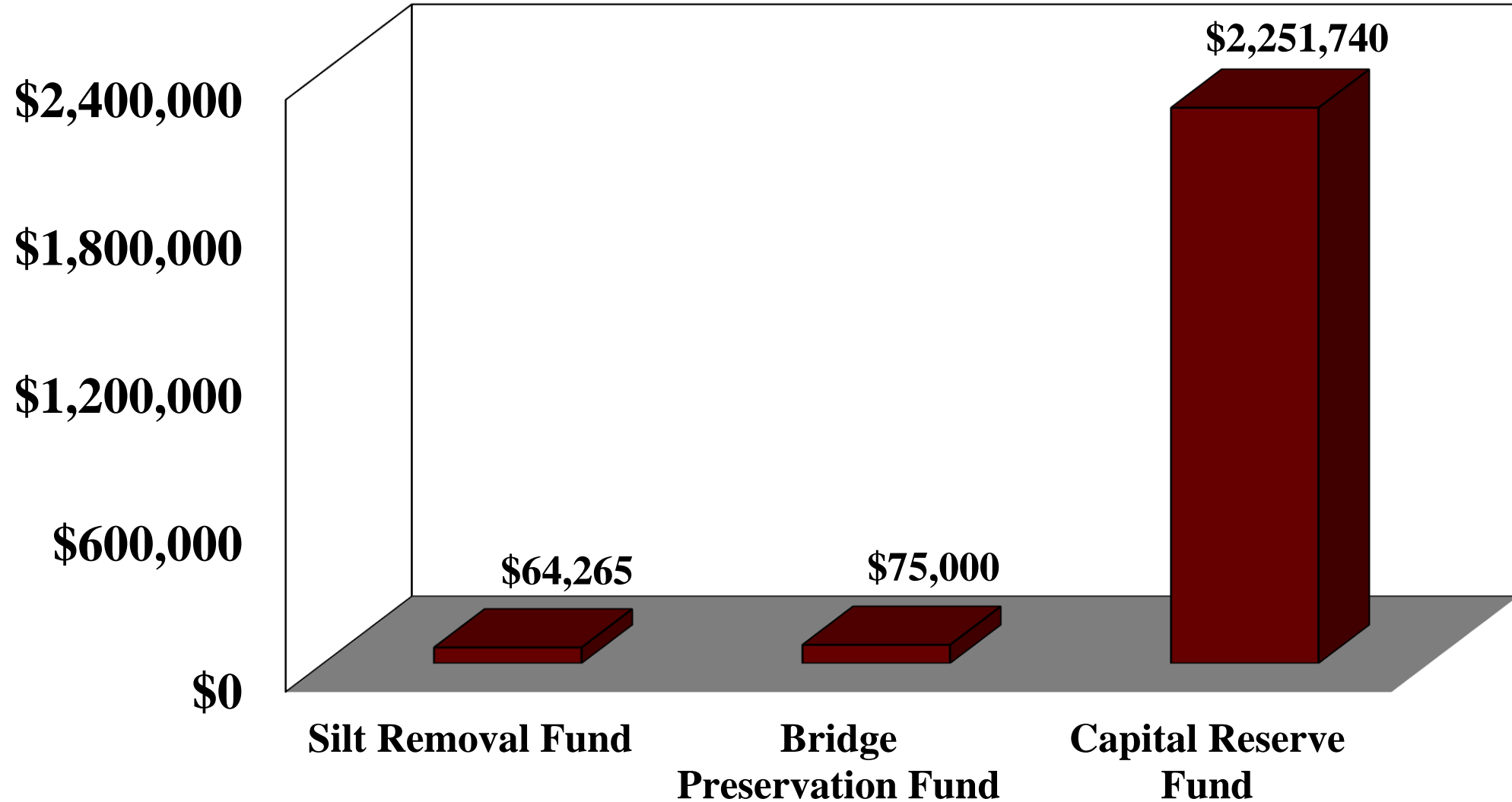
# PUBLIC SAFETY EXPENDITURES



# CULTURAL & RECREATION EXPENDITURES



# RESERVE FUNDS



# ELECTRIC FUND

June 30, 2022

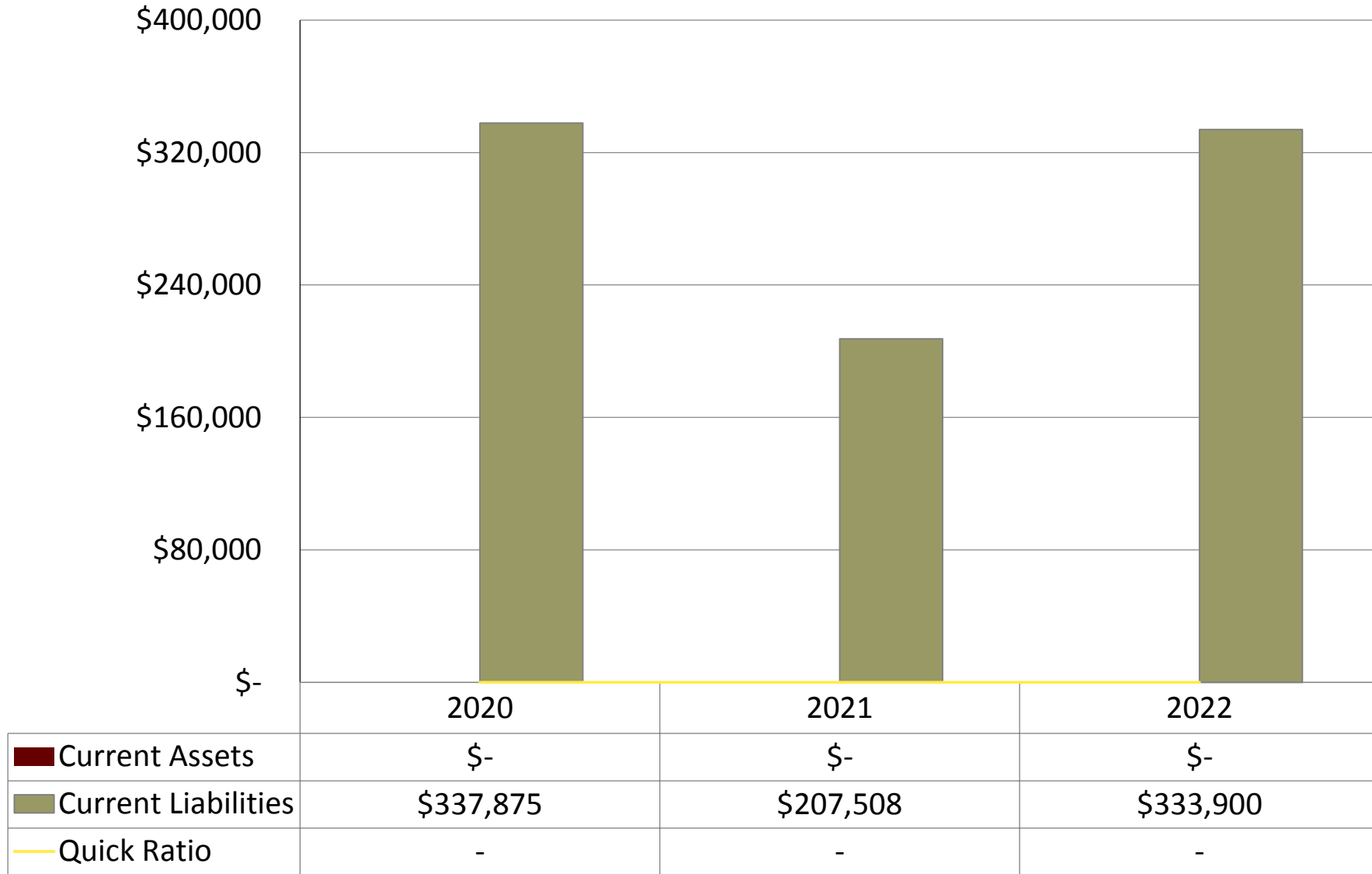
<u>Charges For Services</u>	<u>Unrestricted Net Position</u>
\$ 321,999	\$ (448,740)

Comparison to June 30, 2021

\$ 727,802	\$ (342,551)
------------	--------------



# QUICK RATIO – ELECTRIC



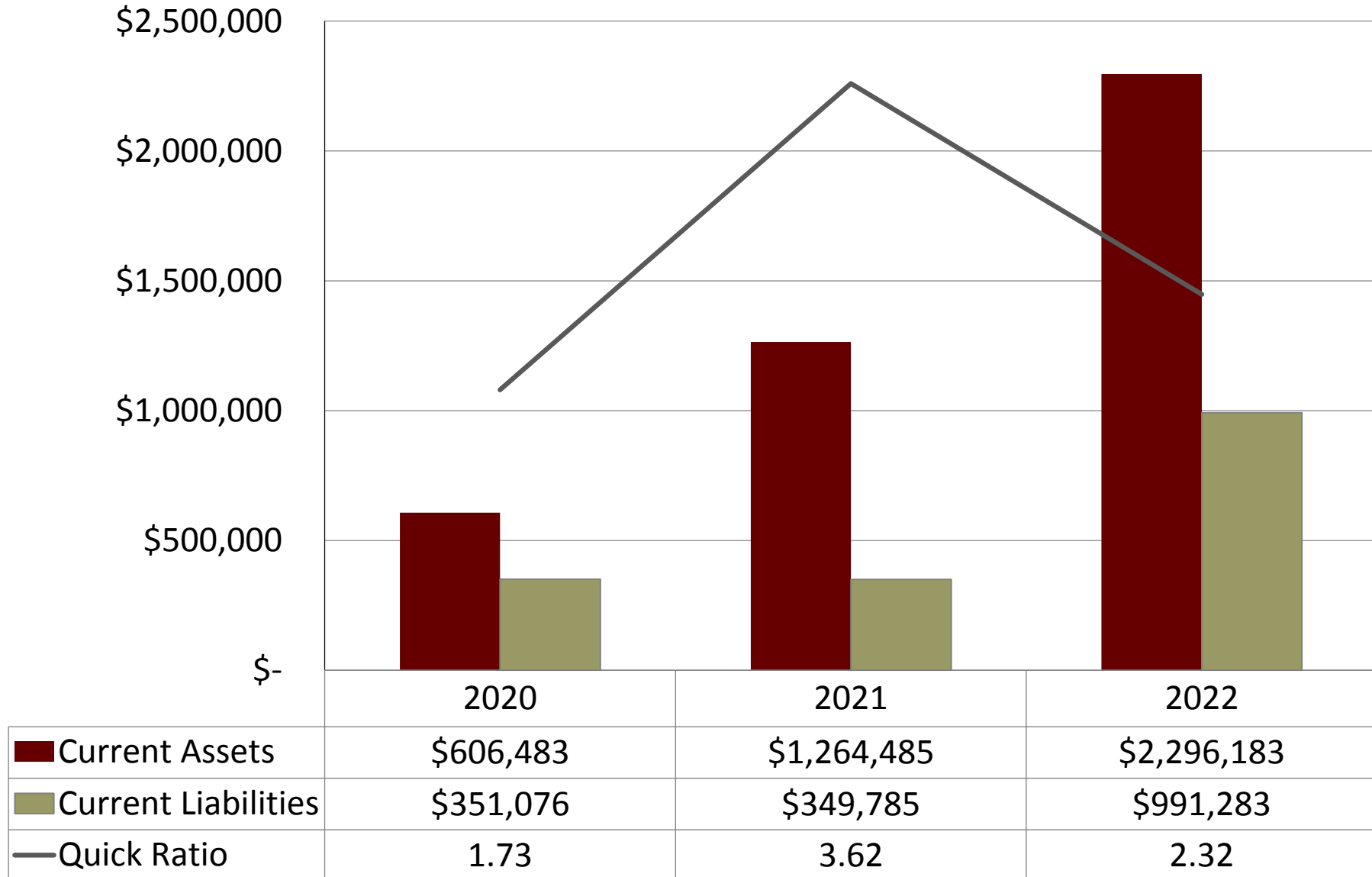
# WATER & SEWER FUND

	<u>June 30, 2022</u>	
<u>Required Debt Service</u>	<u>Charges For Services</u>	<u>Unrestricted Net Position</u>
\$ 126,393	\$ 1,564,834	\$ 1,267,843
 <u>Comparison to June 30, 2021</u>		
\$ 127,682	\$ 1,611,096	\$ 883,581





# QUICK RATIO – WATER & SEWER FUND



# KEY PERFORMANCE INDICATORS

- ❖ Performance Indicators/Findings – Response Required
  - ❖ Audit submitted after LGC deadline
  - ❖ Segregation of Duties
  - ❖ Bank Reconciliation
  - ❖ Significant Audit Adjustments
  - ❖ Compliance Findings
  - ❖ Electric Fund Quick Ratio



# KEY PERFORMANCE INDICATORS

- ❖ Positive performance indicators
  - ❑ GF available fund balance %
  - ❑ W&S fund quick ratio
  - ❑ Stable property tax valuation & collection %
  - ❑ W&S operating net income and cash to expense ratio





# Questions?

Jill Vang



(828) 327-2727



[jvang@msa.cpa](mailto:jvang@msa.cpa)



[www.msa.cpa](http://www.msa.cpa)



# VII

## PUBLIC COMMENT

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

# VIII

# CONSENT AGENDA

- A. Approval of the July 11, 2023 Regular Town Council Meeting Minutes, the July 26, 2023 Special Town Council Meeting Minutes, the July 26, 2023 Town Council Work Session Meeting Minutes, and the July 28, 2023 Special Town Council Meeting Minutes
- B. Resolution No. 23-08-08 Approving LaBella Task 5 Amendment
- C. Budget Amendment #353 for LaBella Task 5 Amendment
- D. Resolution No. 23-08-08A Supporting Foothills Rural Planning Organization (RPO) Prioritization 7 Submittals
- E. Budget Amendment #352 for Lake Lure Flowering Bridge Parking Lot



**MINUTES OF THE REGULAR MEETING OF THE LAKE LURE TOWN COUNCIL  
HELD TUESDAY, JULY 11, 2023, 5:00 P.M. AT THE LAKE LURE MUNICIPAL  
CENTER**

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

William Morgan, Jr., Town Attorney  
William Hank Perkins, Jr., Town Manager  
Michael Dydula, Project Manager  
Michael Williams, Community Development Director  
Laura Krejci, Communications Director

**ABSENT:** N/A

**I. CALL TO ORDER**

Mayor Carol C. Pritchett called the meeting to order at 5:00 p.m.

**II. APPROVE THE AGENDA**

Commissioner Jim Proctor made a motion to approve the agenda, as presented. Commissioner Patrick Bryant seconded and the motion carried 4-0.

**III. MAYOR'S COMMUNICATIONS**

Mayor Pritchett thanked all individuals in attendance and expressed that she hopes that everyone had a great 4<sup>th</sup> of July. Mayor Pritchett announced that the Town is starting community awareness forums that will involve various speakers from the community and it was noted that the first forum will take place on Wednesday, July 19<sup>th</sup>, with Rutherford County Sheriff Aaron Ellenburg. Mayor Pritchett detailed that Lake Lure will be hosting the Cycle NC Mountain Ride

on August 4<sup>th</sup> through the 6<sup>th</sup>. It was also mentioned that the 19<sup>th</sup> Annual Lake Lure Olympiad will be held on August 11<sup>th</sup> through August 13<sup>th</sup>. Mayor Pritchett noted that all events can be found on the Town's website.

#### **IV. TOWN MANAGER COMMUNICATIONS**

Town Manager Hank Perkins summarized highlights from his Manager's Report for June (available in the meeting packet).

#### **V. COUNCIL LIAISON REPORTS & COMMENTS**

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

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

Commissioner Jim Proctor noted that he was not able to attend the Parks and Recreation Board meeting, but applauded the phenomenal amount of volunteer work that took place last year.

#### **VI. PUBLIC COMMENT**

Mayor Carol C. Pritchett invited the audience to speak.

Debbie Warren, 138 Yacht Island Drive, detailed that the Lure of the Lake Swim on June 10th was successful and thanked all involved. Ms. Warren advised that the Olympiad races will be occurring in August and that additional information can be found at [lakelureolympiad.org](http://lakelureolympiad.org). Ms. Warren explained that those who are interested in volunteering can sign-up via message on the Olympiad website.

David Beale, 169 South Point, noted that Spectrum has been running underground fiber in Rutherford County and they were recently in front of his private property discussing digging holes to run the fiber. Mr. Beale noted that he was speaking with them, they made a mess, and his wife was upset and contacted Commissioner Doster about it. Mr. Beale added that he understands that this was not a Town of Lake Lure operation, but expressed concern with the mess left by Spectrum. Mr. Beale expressed concern that he was unaware that this would be taking place and suggested that the Town convey to residents that Spectrum will be working near their properties in order to allow for residents to prepare. Mr. Beale thanked Commissioner Doster for speaking with him and his wife.

Steve Milito, 1412 Proctor Road, noted that the approval of a 10 year contract is included on this meeting's consent agenda. Mr. Milito expressed that it is difficult to enter into a contract of that length, which made him question what the Town's policies and procedures are for engaging in contracts. Mr. Milito also expressed that the citizens should know such policies and procedures to ensure maintaining the best interested for the community. Mr. Milito noted bids are typically



solicited and contracts often typically include conflict of interest statements. Mr. Milito detailed that he is curious as to the Town's process and suggested making the process well-known to the public.

There were no further comments from the public.

## VII. CONSENT AGENDA

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

Commissioner Proctor made a motion to approve the Consent Agenda, with the addition of language regarding gas sales in Section 33 the Lake Lure Tours Concession Agreement and with a change in date to the Agreement from June to July. Commissioner Bryant seconded. Therefore, the Consent Agenda incorporating the following items was unanimously approved and adopted:

- A. Approval of the June 13, 2023 Regular Town Council Meeting Minutes, the June 28, 2023 Regular Town Council Work Session Meeting Minutes, and the June 28, 2023 Special Meeting Minutes
- B. Resolution No. 23-07-11 Approving Lake Lure Tours Concession Agreement
- C. Resolution No. 23-07-11A Approving ABC Store Signage Regulation Exemption under Code of Ordinances Sec. 36-333 (2)
- D. Adoption of FY 23-24 Salary Grade Schedule
- E. Approval of Waiver Requests from the Chamber of Hickory Nut Gorge for the Dance Festival Scheduled for 9/16/23

### RESOLUTION NO. 23-07-11

#### RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL APPROVING LAKE LURE TOURS CONCESSION AGREEMENT

**WHEREAS**, the Town of Lake Lure and Lake Lure Tours (LLT) entered into a Concession Agreement on February 14, 2023; and

**WHEREAS**, the Concession Agreement is for the purpose of safe, efficient, and beneficial operations of the beach, marine, and tour boats by Lake Lure Tours on Town of Lake Lure properties; and

**WHEREAS**, the Concession Agreement is also for the purpose of providing for future repairs, improvements, and modifications of the beach, marine, and tour boats as shall be deemed acceptable to and in the best interest of the Town and the residents of Lake Lure; and

**WHEREAS**, there have been desires expressed to enter into a new Concession Agreement with an overall term of 10 years; and

**WHEREAS**, there have also been desires expressed for LLT to assume responsibilities for all maintenance.

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Lake Lure, North Carolina:

**Section 1.** The Town of Lake Lure and Lake Lure Tours shall enter into a Concession Agreement on July 12, 2023 and it shall expire on June 30, 2033.

**Section 2.** Lake Lure Tours shall assume responsibilities for all maintenance upon entering into the Concession Agreement expiring on June 30, 2033.

**Section 3.** The Concession Agreement shall void and replace the Concession Agreement entered into on February 14, 2023 and the former Concession Agreement shall become ineffective on July 12, 2023.

**Section 4.** The Town of Lake Lure and Lake Lure Tours shall abide by all terms and conditions specified in the Concession Agreement.

#### **RESOLUTION NO. 23-07-11A**

#### **RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL APPROVING ABC STORE SIGNAGE REGULATION EXEMPTION UNDER CODE OF ORDINANCES SEC. 36-333 (2)**

**WHEREAS**, there were two projecting attached signs erected at the new ABC Store location that are supporting by the building walls; and

**WHEREAS**, Town of Lake Lure Code of Ordinances Sec. 36-336 (b) (1) allows that only one sign shall be permitted; and

**WHEREAS**, the ABC Store is currently out of compliance with Code of Ordinances Sec. 36-336 (b) (1); and

**WHEREAS**, Town of Lake Lure Code of Ordinances Sec. 36-333 (“*Signs exempt from regulations*”) exempts governmental signs from sign regulations upon review by the Zoning and Planning Board and approval by Town Council; and

**WHEREAS**, The ABC Store is under the direction of the Lake Lure ABC Board and the State of North Carolina ABC Commission, which would allow for the signs to be classified as signs of a governmental body;

**WHEREAS**, the Zoning and Planning Board reviewed the ABC Store signs at the May 30, 2023 Board meeting.

**NOW, THEREFORE BE IT RESOLVED** by the Town Council of the Town of Lake Lure, North Carolina:

**Section 1.** The Town of Lake Lure Town Council approves the ABC Store signage regulation exemption under Code of Ordinances Section 36-333 (2).

**Section 2.** The signs at the ABC Store are authorized to remain, as current.

**VIII. UNFINISHED BUSINESS**

**A. LAKE LURE FLOWERING BRIDGE PARKING LOT REQUEST**

Town Manager Hank Perkins recalled that the Lake Lure Flowering Bridge (LLFB) had contacted the Town earlier in the year in regard to a request for the Town's financial assistance in the amount of \$8,000 for their volunteer parking lot. Manager Perkins noted that the conversation was tabled until the LLFB obtained all required permits, which has now been completed.

Commissioner DiOrio made a motion to approve the Lake Lure Flowering Bridge Parking Lot request. Commissioner Doster seconded and all voted in favor.

Manager Perkins added that there will be a budget amendment in relation to this item on the regular August meeting agenda.

**IX. NEW BUSINESS**

**A. RESOLUTION NO. 23-07-11B APPROVING LABELLA TASK 18 – GEODESIC DOME TANK COVER**

Project Manager Michael Dydula explained that LaBella Task 18 is for an engineering study and scope of work to for replacing an existing cover for the Town's 20,000 gallon water tank with a geodesic dome tank cover. Project Manager Dydula added that LaBella will be examining alternatives under Task 18, as well.

Commissioner DiOrio made a motion to adopt Resolution No. 23-07-11B Approving LaBella Task 18 – Geodesic Dome Tank Cover. Commissioner Bryant seconded and the motion carried 4-0. Resolution No. 23-07-11B was adopted as follows:

**RESOLUTION NO. 23-07-11B**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
APPROVING LABELLA TASK 18 – GEODESIC DOME TANK COVER**

**WHEREAS**, LaBella Associates provide the Town of Lake Lure with on-call professional engineering services; and

**WHEREAS**, the Town possesses a partially buried concrete water tank, located near the end of Washburn Road, currently utilizes a wood structure supported roof with shingles as its cover; and

**WHEREAS**, the roof structure has not effectively kept vectors from accessing the finished drinking water supply; and

**WHEREAS**, the tank serves 8 properties connected to the Town’s Public Water Supply System; and

**WHEREAS**, LaBella Associates performed an on-sight inspection of the tank on May 17th and deemed it to be in good condition; and

**WHEREAS**, it is LaBella’s opinion that replacement of the existing roof structure with a water and vector-tight, aluminum geodesic dome will resolve the Town’s existing concerns and issues, reduce O&M costs, and extend the useful life of his asset for sveral decades; and

**WHEREAS**, proposed Task 18 consists of data collection, design, permitting, and construction assistance for replacing the existing roof with a geodesic dome tank cover; and

**WHEREAS**, the lump sum associated with Task 18 is \$12,200.

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

**SECTION ONE.** Town Council hereby approves the proposed LaBella Task 18 for professional services in relation to Geodesic Dome Tank Cover.

**READ APPROVED AND ADOPTED** this 11<sup>th</sup> day of April, 2023

<p><b>IX. NEW BUSINESS</b></p> <p><b>B. BUDGET AMENDMENT #351 FOR LABELLA TASK 18 GEODESIC DOME TANK COVER</b></p>
--

It was noted that Budget Amendment #351 is for the purpose of funding LaBella Task 18.

Commissioner DiOrio made a motion to approve Budget Amendment #351 for LaBella Task 18 Geodesic Dome Tank Cover. Commissioner Doster seconded and all voted in favor.

<p><b>IX. NEW BUSINESS</b></p> <p><b>C. PUBLIC SERVICES SUPERVISOR POSITION DESCRIPTION</b></p>
---

Manager Perkins explained that the Public Services Supervisor position had recently become vacant and Public Services Director Dean Lindsey wanted to make a couple of minor change to the job description.

Commissioner Bryant made a motion to approve the Public Services Supervisor position description. Commissioner DiOrio seconded and all voted in favor.

**X. CLOSED SESSION**

Commissioner Proctor made a motion to enter into closed session in accordance with G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters. Commissioner Bryant seconded and all voted in favor.

During closed session, Council members reviewed the final draft of the Town Manager's performance evaluation.

Commissioner Bryant made a motion to return to open session. Commissioner Doster seconded and all voted in favor.

**XI. ADJOURNMENT**

With no further business, Commissioner Bryant made a motion to adjourn the meeting at 5:59 p.m. Commissioner Proctor seconded and the motion carried 4-0.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL  
HELD WEDNESDAY, JULY 26, 2023, 8:00 A.M. AT THE LAKE LURE MUNICIPAL  
HALL**

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

William Morgan, Jr., Town Attorney  
William Hank Perkins, Jr., Town Manager  
Stephen Ford, Finance Director

**ABSENT:** N/A

**I. CALL TO ORDER**

Mayor Carol C. Pritchett called the special meeting to order at 8:00 a.m.

**II. AGENDA ADOPTION**

Commissioner Jim Proctor made a motion to adopt the agenda, as presented. Commissioner Patrick Bryant seconded and the motion carried 4-0.

**III. FISCAL YEAR 2023-2024 AUDIT CONTRACT WITH MARTIN AND STARNES  
ASSOCIATES**

Finance Director Stephen Ford explained that the auditors informed him last week that the audit is complete and the Local Government Commission (LGC) is still reviewing the audit because of the perceived loan that the state labeled as five years for the purpose of stating a term. Director Ford noted that the auditors would like to present the audit at the August regular meeting. Director Ford reported that the audit was good because it identified the Town's strengths and

opportunities for improvement. Director Ford added that the audit is useful in keeping the Town in compliance and is a good management tool. Director Ford noted that there were six findings.

Director Ford reviewed finding one is for segregation of duties. Director Ford explained that the criteria for this is that duties should be segregated to provide assurance that transactions are handled appropriately. Director Ford further explained that the Town's condition is that due to the limited number of personnel in the Town's administration office, there is a lack of segregation of duties among Town personnel regarding cash collections. Director Ford noted that he performs review and approval of journal entries for other finance staff, but can also post journal entries.

Director Ford reviewed finding two for bank reconciliation. Director Ford explained that the criteria includes that management should have a system in place to reduce the likelihood of errors in financial reporting. Director Ford added that the condition is account reconciliations were prepared but not balance to the general ledger, such checks written in July 2022 were included on June 2022's bank reconciliation as outstanding checks.

Director Ford reviewed finding three for delayed audit. Director Ford expanded that the criteria is that N.C. General Statute 159-34 requires the Town to have an audit as soon as possible after the close of each fiscal year. Commissioner DiOrio asked how the delay is a finding based on the general statute and Director Ford explained that it becomes a finding if an audit is not submitted by December, but noted that he was not contacted about this issue until March so there is likely a grace period. Commissioner DiOrio expressed concern with the delay and noted that it is not at the fault of staff. Director Ford stated that he would discuss this concern with the auditors. Director Ford noted that the Town has an improved filing system and Manager Perkins agreed. It was noted that staff is saving all information pertaining to contracts, including bid documents. Commissioner Doster expressed that there have been difficulties finding past documents. Manager Perkins noted that Project Manager Michael Dydula is sorting through a lot of the old project files and consolidating plans. Commissioner Proctor noted that the Town is finally digitizing documents, which was not being done a decade ago. Director Ford noted that Accounting Clerk Melissa Hand had done a great job with organizing the records room and that the Town will be purchasing scanners soon. Commissioner Proctor noted that it has been a learning process with all new personnel. Commissioner DiOrio noted that the auditors wanted information on the Brown Consultants contract because of the associated loan expense and expressed concern because that information should have already been audited in the past when it occurred.

Director Ford reviewed finding four for significant audit adjustments. Director Ford explained that the criteria was that management should have a system in place to reduce the likelihood of errors in financial reporting, including the identification of all necessary adjustments to the Town's general ledger to conform to accounting principles generally accepted in the United States of America and generally accepted governmental auditing standards. Director Ford detailed that the condition is that a significant audit adjustment is a proposed correction of the basic financial statements that, in the Town's judgement, may not have been detected except through the auditing procedures. Director Ford added that the existence of such material adjustments indicates that the Town's system of controls did not detect and prevent such errors and that the Town has provided management with a report of these adjustments.

Director Ford review finding five criteria which states that in accordance with Section 602(b) (14) of the Clean Water Act, management should have an adequate system of internal control procedures in place to ensure that procurement policies are implemented and functioning as intended. Director Ford noted that projects receiving Clean Water State Revolving Fund funding must comply with engineering procurement guidelines and that management must follow North Carolina General Statute 143-64.31, Article 3D procurement of architectural, engineering, and surveying services. Director Ford added that management must monitor activities under federal awards to assure compliance with federal requirements. Director Ford detailed that the Town's internal controls over procurement were not functioning as intended, but there are not policies and actions in place to ensure that this is no longer an issue.

Director Ford reviewed finding six criteria which states that in accordance with G. S. 143, Article 8, management should have an adequate system of internal control procedures in place to ensure that procurement policies are implemented and functioning as intended, and that management must monitor activities under state awards to assure compliance with state requirements. Director Ford reiterated that there is now a procurement policy being implemented that conforms to state laws.

Director Ford recommended that Council approve the upcoming audit contract, but put the audit contract out for bid the next year. Director Ford expressed that he believes that this would help with scheduling and the Town's timeline because Martin and Starnes Associates have many clients and very little flexibility, and the Town has to start the audit process in August as a result. Mayor Pritchett asked if there are options other than Martin and Starnes Associates because that has been an issue in a past and Director Ford answered that he had received various recommendations. Commissioner Doster noted that if the Town continues to work with Martin and Starnes Associates, the Town should require that the timeline be amended to allow the Town sufficient time to prepare for the audit.

Commissioner DiOrio asked how the contract is structured and Director Ford answered that it is an annual contract, which is required by the LGC. Commissioner DiOrio asked if the Town is required to solicit bids for audit contracts and Manager Perkins answered no because it is considered a professional services contract.

Manager Perkins noted that the proposed \$10,000 increase in the new audit contract is a result of increased services due to a single audit requirement for loans.

Commissioner DiOrio expressed that Director Ford has Council's full support. Mayor Pritchett agreed and thanked staff.

Commissioner Bryant made a motion to approve the Fiscal Year 2023-2024 Audit Contract with Martin and Starnes Associates. Commissioner Doster seconded and all voted in favor.



**IV. ADJOURNMENT**

Commissioner Doster made a motion to adjourn. Commissioner Proctor seconded and all voted in favor. The meeting was adjourned at 8:30 a.m.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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



**MINUTES OF THE REGULAR WORK SESSION MEETING OF THE LAKE LURE TOWN COUNCIL HELD WEDNESDAY, JULY 26, 2023, 8:30 A.M. AT THE LAKE LURE MUNICIPAL HALL**

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

William Hank Perkins, Jr., Town Manager  
William Morgan, Jr., Town Attorney  
Michael Dydula, Project Manager  
Brian Houston, PE, LaBella Associates  
Gary Johanik, Ruby-Collins  
Laura Krejci, Communications Director  
Stephen Ford, Finance Director  
Michael Williams, Community Development Director

**ABSENT:**

**I. CALL TO ORDER**

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

**II. AGENDA ADOPTION**

Commissioner Jim Proctor requested to add Item XIV for “Synagro Proposal for WWTP Sludge Removal” and renumber accordingly.

Commissioner Proctor made a motion to adopt the agenda, as amended. Commissioner Scott Doster seconded and the motion carried 4-0.

**III. REVIEW RUBY-COLLINS PROPOSED AGREEMENT AMENDMENT 02**

Project Manager Michael Dydula noted that had received Ruby-Collins's updated GMP numbers for a total of about \$1.5 million to allow them to do work for a three month drawdown period rather than five months. Project Manager Dydula added that this drawdown would be from January to March and the change is due to scheduling conflicts with the reservoir drain installation. Project Manager Dydula explained that Ruby-Collins would be pulling sleeves in Sunset Cove during the drawdown and there will be no need for boats to be removed from Sunset Cove. Project Manager Dydula recommended that the drawdown amendment be announced and solidified during the August regular meeting.

Brian Houston, PE, LaBella Associates, explained that the proposed GMP will include the completion of the installation piece running through casing throughout Sunset Cove. Mr. Houston added that it will include finished pipe, manholes, and laterals. Project Manager Dydula noted that everything will be done under the Ruby-Collins contract aside from use of the Town's barge and other equipment. Public Services Director Dean Lindsey added that Ruby-Collins will be using the boathouse as their base for operation. Mr. Houston expressed that there is a need to have this approved by July 28<sup>th</sup> so operations could be initiated such as permitting and review. Council members discussed holding a special session on July 28<sup>th</sup> at 9:05 a.m. Mr. Houston detailed the existing design and it was discussed that future phases can start to be planned after drawings are submitted to the Department of Environmental Quality and approved. Council discussed holding an informational meeting with Sunset Cove residents. Project Manager Dydula mentioned that he gets frequent calls from residents asking when work will be done for their portion of the sewer and noted that people are wanting to hook to the new sewer system as soon as possible. Project Manager Dydula expressed that he had been pushing the design team to complete as much as possible and that the 2024-2025 drawdown will be more intense. Mr. Gary Johanik expressed optimism for the upcoming drawdown, as well. Town Manager Hank Perkins asked if the laterals will be coming up in visual to the property and Mr. Houston answered that the laterals will be visible under the 995 ft. Council members discussed relaying pertinent information to residents in regard to what to expect. Manager Perkins recommended passing a resolution in regard to a minimal charge fees. Commissioner DiOrio agreed and noted that the framework had been established for when the new system goes into commission and is operational, which starts the clock to begin use of new system and for the implementation of fees for availability. Project Manager Dydula expressed that he would like to see as much work done as possible during each drawdown. Project Manager Dydula noted that the Department of Environmental Quality has been updated and is in support of the current plan.

**IV. REVIEW PROPOSED LABELLA TASK 5 AMENDMENT**

Project Manager Dydula and Mr. Houston explained that LaBella had submitted a proposed amendment to Task 5 for a \$25,000 extension of budget for various on-call services not specifically addressed by other approved Tasks. It was noted that this will be included on the August meeting agenda. Commissioner DiOrio noted that on-call services are important because the Town must keep the existing sewer system viable while the new system is being built.

**V. CYCLE NC MOUNTAIN RIDE REMINDER**

Communications Director Laura Krejci provided details in regard to the Cycle NC Mountain Ride event, which will take place August 4<sup>th</sup> through 6<sup>th</sup>. Director Krejci noted that there will be about 315 participants and Mayor Pritchett noted that even more people will be expected between the participants' families and volunteers. Director Krejci explained that there will be different routes, some of which will be local, and public safety is aware and prepared.

It was noted that the Olympiad event will take place the following week.

Commissioner Bryant asked if the farmers market will still take place on August 4<sup>th</sup> and Director Krejci answered yes.

Mayor Pritchett thanked Director Krejci for her hard work and for coordinating this event.

**VI. LAKE LURE CLASSICAL ACADEMY DISCUSSION FOLLOW-UP**

Town Manager Hank Perkins summarized the past Council discussion regarding Lake Lure Classical Academy (LLCA) and the inquiry about designating LLCA as an emergency shelter. Manager Perkins explained that Town staff had since met with LLCA and their architect, and it was determined that the LLCA will require a generator, a transfer switch, and lighting in order to operate as an emergency shelter. Manager Perkins added that all other required elements are already a part of a project. Manager Perkins noted that the LLCA's architect is going to continue to evaluate the needs discussed and present LLCA and the Town with cost estimates. Manager Perkins also noted that there is nothing at this time that indicates that the generator cannot be a mobile generator.

**VII. REVIEW ZONING AND PLANNING BOARD RECOMMENDATIONS REGARDING BARS**

Community Development Director Michael Williams explained that there is an increase in commercial activity related to alcohol and bars, and that bars can only be opened in the Commercial Shopping Center (CSC) District where Ingles is located. Commissioner Doster added that there has been confusion because of recent changes to the state ABC regulations. Commissioner Proctor explained that when the Town voted to approve alcohol sales in the 1980s, it was the Town's opinion then that alcohol sales should be allowed only when accompanied by food sales. Commissioner Proctor expressed that he is aware that new situations are emerging and that he is in favor of figuring out how to allow local businesses operate, but questioned if bars are going to be supported in the Town. Commissioner Project expressed that he is personally not in favor of allowing bars throughout all commercial districts. Commissioner Proctor noted that bars had to be allowed somewhere, so it was likely purposeful that the Town allowed bars in the CSC district with limited space. Commissioner Doster provided Council members with information detailed on the ABC Commission website. Commissioner Doster summarized that the Town needs to determine if the sale of alcohol without food should be allowed and in what districts to allow it.

Commissioner Doster noted that the elements recommended by the Zoning and Planning Board were adding definitions for bars and restaurants based on the state's definitions and determining whether or not bars should be allowed in all commercial districts through special use permits.

Commissioner Doster noted that recent occurrences include businesses wanting to start as a bar and then transform into a restaurant at a later date when they have the resources, which would require that they change their permits. Commissioner Proctor noted that the part of his concern would be if existing restaurants to stop serving food and start only serving alcohol.

Commissioner Doster noted that special conditions could also be imposed on bars, which would allow the Town to set parameters to meet the community's needs, similar to those imposed on adult entertainment establishments. Commissioner Proctor expressed concern with this and Mayor Pritchett agreed and noted that she fears that would become subjective. Director Williams added that public hearings are involved with a special use permit, so the public could also express their concerns if bars were allowed through a special use permit process. Mayor Pritchett noted that the Town first needs to figure out if allowing bars is appropriate for the community. Commissioner Proctor asked what businesses are requesting to be bars and Director Williams answered Fae Nectar and Grey Hawk.

Manager Perkins questioned if bars can be differentiated between subcategories. Director Williams noted in some districts you can have brewery, winery, micros, distillery, etc. Commissioner DiOrio asked where these are defined in the ordinances and Director Williams answered that they are not defined, but at these places are only allowed to sell their own products which is why they are different.

Director Williams noted that the CSC District already requires a special use permit for bars and noted that there would have to be a clear substantiated reason to deny a special use permit. Commissioner Doster expressed that he would like to have additional conversations with the ABC Commission's attorney because information is vague at this time. Director Williams noted that the Chamber and a few businesses are advocating for bars, which is why this subject is being broached. Manager Perkins expressed that there could be a way to allow those businesses to operate as they wish without allowing unwanted bars, but expressed concern with fully allowing bars. Commissioner Proctor recommended that bar occupancy be limited if they become allowed.

Council agreed that appropriate definitions be added to the ordinances. Commissioner Proctor noted that the Town may want to be cautious with defining things that are defined by the state because if they change, the Town would be in conflict with state rules. Commissioner DiOrio agreed and recommended adding language such as "per state statute" without adding specific state language. Commissioner DiOrio expressed that he is still in support of requiring food. Commissioner Doster expressed that no action be taken until the Town can get further clarifications from the ABC Commission's attorney.

<p><b>VIII. PARKS AND RECREATION TRUST FUND (PARTF) / BOYS CAMP ROAD UPDATE</b></p>
---

Manager Perkins explained that the Parks and Recreation Trust Fund (PARTF) related to the Boys Camp Road property had been discussed during a previous meeting and it was

summarized that the Town had found out that there was a conflict between PARTF and .17 acres of the property being used for the communications tower. Manager Perkins noted that Parks, Recreation, and Trails Coordinator Dana Bradley had been in communication with PARTF representatives and that they have advised that the Town may re-pay the value of the .17 acres. Manager Perkins added that this would involve the original appraisal and an additional appraisal, and whichever is higher will be the basis for value of the .17 acres. Manager Perkins explained that the alternative would be to purchase a .17 acre parcel and designate it for recreation, but that option has not looked promising due to the small size of the land needed. It was noted that existing Town-owned property is not applicable. Manager Perkins explained that Coordinator Bradley had been taking responsibility for leading efforts to resolve the PARTF issue and work towards being able to pay back the portion needed. Manager Perkins added that the Town should have more information from the PARTF contact by the end of the week and will proceed with completing appraisals as soon as possible. Manager Perkins noted that the Town currently has an active application for additional PARTF funds and that staff does not want that to be compromised, but the Town must prioritize moving forward with the cell tower. Mayor Pritchett expressed that the cell tower is important and that time is of the essence.

**IX. REVIEW RESOLUTION SUPPORTING FOOTHILLS RURAL PLANNING ORGANIZATION (RPO) PRIORITIZATION 7 SUBMITTALS**

Manager Perkins explained that the Foothills Rural Planning Organization (RPO) will submit their requests for plans in Prioritization 7 in the near future. It was noted that there was controversy with Polk County removing an approved project in the past, and the Department of Transportation is not requesting that every jurisdiction adopt a resolution of support to ensure that all entities are in favor of prioritization projects. Commissioner DiOrio expressed concern with this and asked how other jurisdictions are allowed to dictate support for others' projects. Manager Perkins expressed optimism that this will not be an issue. It was noted that holding tanks are projects that were not previously submitted. Council agreed that this will be addressed on the consent agenda at the next regular meeting.

**X. REVIEW BUDGET AMENDMENT #352 FOR LAKE LURE FLOWERING BRIDGE PARKING LOT**

Manager Perkins explained that Budget Amendment #352 is related to the previously approved request from the Lake Lure Flowering Bridge for the Town's help in funding their volunteer parking lot. Manager Perkins agreed that the amount associated with Budget Amendment #352 is \$8,000.

**XI. LAKE LURE GREEN SPACE UPDATES**

Manager Perkins detailed two green-space related projects were discussed in the past including a space needs study for the fire department and master planning for the Green Space. Manager Perkins recalled the golf course revitalization proposal and noted that he had been in contact with the proposer, Mr. Luke Davis. Manager Perkins detailed that Mr. Davis had expressed in a recent follow-up that he requires the entire green space property and is not open to entering into a concession agreement. Manager Perkins asked if the Town would like to move forward with Mr. Davis' request to solicit

request for proposals and accept sealed bids or if the Council would prefer to begin the other projects. Commissioner Proctor expressed that if all of the property is required for the revitalization proposal, it is his opinion that the offer is off the table. Commissioner Bryant expressed that he supports moving forward with space needs study and master planning. Commissioner Bryant also expressed that public safety is the main concern and that portions of the property will be needed to enhance public safety. Other members of Council agreed. Commissioner Proctor added that he thinks that a concession agreement would be appropriate and other Council members agreed. There was consensus to discontinue negotiations regarding the golf course revitalization proposal and to proceed with the space needs study and the master planning.

Commissioner Doster asked for an update on the washout on the green space property. Coordinator Bradley answered that the Town put in a request to the Department of Transportation to repair their pipe and the Town can proceed resolving other issues.

## **XII. PROJECT MANAGER UPDATES**

Manager Perkins noted that the Firefly Cove Water System Management Plan (WSMP) will be submitted by the end of the week and that pipes are starting to be hooked up, but they cannot be connected until the WSMP is approved. Commissioner DiOrio noted that there will need to be some system testing to ensure that the system responds correctly. Public Services Director Dean Lindsey agreed and noted that the next phase will be reconfiguration of the downtown system and Firefly Cove will be the backup to the downtown system. Mayor Pritchett asked when the Town might get approval for the WSMP and Director Lindsey estimated two weeks.

Commissioner Doster asked about the water line being worked on near Scoops Ice Cream. Director Lindsey explained that a septic tank failed and the owner's had requested to hook up to the Town's system.

Project Manager Dydula noted that the reservoir drain project is facing complications related to geotech and land transaction. Project Manager Dydula expanded that Morgan Corporation is concerned that the Town has liquidated damages on them. It was noted that the Town is looking at properties that may be needed for the project and that Morgan Corporation may work on obtaining prescriptive easements. Project Manager Dydula noted that staff and engineers are evaluated how to re-route the sewer pipe on the bottom where the reservoir drain pipe ends. Project Manager Dydula added that an electrical package will be necessary and the Town will keep everything under the original contract with Morgan Corporation, who is willing to add that the electrical package to their contract through a change order.

Project Manager Dydula reported that the Town had solicited 6 bids for the Tryon Bay House demolition and two bids were received. It was detailed that one bid was from Champion Construction for over 200,000 and DH Griffin was the other bidder with a bid of \$80,850. Project Manager Dydula agreed to follow up with Finance Director Stephen Ford to ensure that there are sufficient funds in the budget. Project Manager Dydula noted that both firms included a 10% contingency and that there may be additional costs. Commissioner Doster asked if the bid price will demolish the structure down to the foundation and Project Manager Dydula answered yes and recommended leaving the foundation there. Project Manager Dydula noted that there might be some additional infilling involved. Manager Perkins noted that the Town will need to decide how to handle any leans for the property or foreclosure. Town Attorney William Morgan noted that a lean will be required regardless and it was noted that the

Town can add the \$80,000 cost of demolition to the lean. Mayor Pritchett asked when the demolition would take place and Project Manager Dydula expressed that if this is approved during the August 8<sup>th</sup> meeting, it could be rewarded by the 9<sup>th</sup> and demolition could start as soon as possible. Commissioner DiOrio recommended warning the residents of Tryon Bay and others that this will be taking place soon. It was noted that Communications Director Krejci would put an announcement on the website. Project Manager Dydula explained that he had discussed work being done during the week to avoid disrupting the busy weekends.

Project Manager Dydula noted a couple of easements are slowing down progress with the dam and dam bridge, but added that he would be sending out an email to discuss this with the Department of Transportation this week. Project Manager Dydula also noted that the Town is waiting on FEMA grant approve to approve the contract that will allow Schnabel to start doing investigation work. Project Manager Dydula explained that he is working with Schnabel to get ahead on future land transactions and recommended getting in contact with a land attorney and involving the Department of Transportation.

### **XIII. TOWN MANAGER UPDATES**

Manager Perkins explained that Chimney Rock Village is requesting that the Town add a line item on sewer bills that will allow the Village to collect extra funds for maintenance and cleaning. Commissioner DiOrio asked if this is legal and Manager Perkins said yes. Manager Perkins noted that he discussed the matter with Chimney Rock Village and determined that neither of the Town's agreements with the Village allow for moving forward with their request and that if this were to be done, it would have to be detailed in an agreement.

Commissioner DiOrio asked how many proposals had been submitted for leasing the former ABC Store location. Manager Perkins detailed that two proposals had been received and that the Town can expect at least two more. Commissioner DiOrio asked for a timeline to review the proposals and make a decision and Manager Perkins expressed that he would like to relay the proposals to Council soon. Commissioner DiOrio asked if a special work session meeting will be needed to review the proposals and Council members discussed. Commissioner DiOrio expressed that the Town needs to select a proposal by September to have it ready for the next in-season. Council members agreed to amend the meeting schedule to hold the August work session meeting on the August 16<sup>th</sup>.

Council members discussed holding round table meetings in September.

### **XIV. SYNAGRO PROPOSAL FOR WWTP SLUDGE REMOVAL**

Manager Perkins explained that this is in regard to a change order for the Town's agreement for the Wastewater Treatment Plant sludge removal. Manager Perkins asked Public Services Director Dean Lindsey what his estimate was for the cost of the proposal and Director Lindsey answered that the total cost will be about \$85,000 to \$100,000. Director Lindsey explained that this will include emptying sediment basin, cleaning, and preparation for the belt press. Director Lindsey added that the sediment basin is currently full. It was noted that the duration for completion is four to six weeks. It was also noted that a budget amendment would be required.



The importance of sludge removal was discussed and there was consensus to address this item and the budget amendment during the August meeting.

**XV. ADJOURNMENT**

Commissioner Bryant made a motion to adjourn. Commissioner Proctor seconded and all voted in favor. The meeting was adjourned at 10:34 a.m.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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



**MINUTES OF THE SPECIAL MEETING OF THE LAKE LURE TOWN COUNCIL  
HELD FRIDAY, JULY 28, 2023, 9:05 A.M. AT THE LAKE LURE MUNICIPAL HALL**

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

William Hank Perkins, Jr., Town Manager  
Michael Dydula, Project Manager

**ABSENT:** Commissioner Jim Proctor  
William Morgan, Jr., Town Attorney

**I. CALL TO ORDER**

Mayor Carol C. Pritchett called the special meeting to order at 9:05 a.m.

**II. AGENDA ADOPTION**

Commissioner Patrick Bryant made a motion to adopt the agenda, as presented. Commissioner David DiOrio seconded and the motion carried 3-0.

**III. CONSIDER APPROVAL OF RUBY-COLLINS AGREEMENT AMENDMENT 02**

Commissioner DiOrio asked if there were any changes to Ruby-Collins Agreement Amendment 02 since it was discussed at the July 26<sup>th</sup> work session meeting and Project Manager Michael Dydula answered no.

Commissioner Doster made a motion to approve Ruby-Collins Agreement Amendment 02. Commissioner DiOrio seconded and the motion carried 3-0.

It was noted that this will result in an amendment to the 2023-2024 Lake Drawdown Schedule, which will now span from January 1, 2024 to March 31, 2024. Council discussed

announcing the change. Commissioner DiOrio noted that the main reasoning for the change is scheduling conflicts in relation to the reservoir drain installation. Project Manager Dydula agreed to work with Communications Director Laura Krejci to send out the updated information to the public. Commissioner Bryant asked if Ruby-Collins will be prepared by the January 1<sup>st</sup> start date and Project Manager Dydula answered yes.

It was noted that the Parks, Recreation, and Lake Department will communicate when boats should be removed from the Marina. It was also noted that no boats will need to be removed from Sunset Cove this drawdown.

Council members discussed that the drawdown will be more substantial when the reservoir drain is installed and discussed the impacts. Project Manager Dydula recommended working with LaBella to craft a public service announcement in regard to possible engineering occurrences that could take place when the lake can be drawn down 20 feet.

Project Manager Dydula mentioned that he had followed up with Ruby-Collins and LaBella after the work session on the 26<sup>th</sup> and it was determined that Ruby-Collins will finish the laterals in the North Side of Sunset Cove during the upcoming drawdown. Project Manager Dydula added that there had been discussions regarding Ruby-Collins increasing their number of crews, but the Town would have to increase spending. Project Manager Dydula mentioned that five months will likely be requested for future drawdowns, and during the next three drawdowns work should be completed from Sunset Cove to the Wastewater Treatment Plant. Project Manager Dydula noted that the Town's \$3.5 million remaining in American Rescue Plan Act funds will likely be spent after the next 5 month drawdown. Project Manager Dydula expressed that the next major challenge will occur when Tryon Bay is reached. Council members and staff discussed a timeline for completing the sewer project and it was noted that money and easements play a factor into the timeline. Mayor Pritchett expressed that funding is the major driver. Project Manager Dydula relayed that LaBella is concerned with getting everyone hooked on the new pipes as soon as possible, so the system can go into commission.

**IV. ADJOURNMENT**

Commissioner Doster made a motion to adjourn. Commissioner DiOrio seconded and all voted in favor. The meeting was adjourned at 9:25 a.m.

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Resolution No. 23-08-08 Approving LaBella Task 5 Amendment

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

LaBella Associates has submitted a proposed amendment to Task 5 for an extension of budget for various on-call services not specifically addressed by other approved Tasks. Such on-call services were previously addressed by Task 5 which was fully expended and invoiced in 2021. LaBella is proposing to add \$25,000 to the Task 5 budget, bringing the Task 5 total amount to \$50,000. Many services covered under Task 5 require only a minimal of effort, which is why LaBella is proposing that they will not be required to obtain written approval before charges are incurred or invoiced. However, LaBella will notify and seek such approval from the Town for any individual effort which is expected to exceed \$1,000. Work under this Amendment will be charged at hourly rates plus costs (without markup) current as of the time charged or expense incurred. LaBella will continue to submit monthly invoices that track the charges for each individual task. Resolution No. 23-08-08 approves LaBella Task 5 Amendment.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 23-08-08 Approving LaBella Task 5 Amendment.

**ATTACHMENTS:**

Resolution No. 23-08-08 Approving LaBella Task 5 Amendment; LaBella Task 5; LaBella Task 5 Amendment Proposal Letter

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-08-08 Approving LaBella Task 5 Amendment.



**RESOLUTION NO. 23-08-08**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
APPROVING LABELLA TASK 5 AMENDMENT**

**WHEREAS**, the Town of Lake Lure entered into a Professional Services Agreement with LaBella Associates for on-call engineering services on January 14, 2020; and

**WHEREAS**, the Town of Lake Lure approved and signed LaBella Task 5 for Administrative Services on June 18, 2021; and

**WHEREAS**, LaBella Associates submitted a proposal letter for an extension of budget for various on-call services not specifically addressed by other approved Tasks and previously addressed by Task 5; and

**WHEREAS**, LaBella Associates is proposing to add \$25,000 to the Task 5 Budget, for a total amount of \$50,000 for Task 5.

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

**SECTION ONE.** Town Council approves Amendment #1 to LaBella Task 5 for Administrative Services.

**SECTION TWO.** LaBella Associates and the Town of Lake Lure shall adhere to all guidelines detailed in Task 5 and in Amendment #1 to Task 5.

**READ APPROVED AND ADOPTED** this 8<sup>th</sup> day of August, 2023

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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



July 12, 2023

Hank Perkins, Town Manager  
Michael Dydula, PE, Project Manager  
Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**SUBJECT: Lake Lure On-Call Professional Services  
AMENDMENT #1 to Task 5 dated June 9, 2021 (Administrative Services)**

Dear Hank and Mike:

LaBella Associates appreciates the opportunity to continue to work with the Town of Lake Lure (Town). We hope to continue the ongoing relationship as we work with you through your various engineering needs. We have previously provided an engineering services agreement (Contract), and this work would be performed under that agreement.

This proposal letter provides for an extension of budget for *various on-call services* not specifically addressed by other approved Tasks. Such services were previously addressed by Task 5 which was fully expended and invoiced in 2021, and therefore this is a budget amendment to Task 5. We propose to **add \$25,000** to the Task 5 budget, bringing the Task 5 **total amount to \$50,000**.

Many covered services require only a minimal (e.g., hour or two) of effort. Given the nature of work under this Task, LaBella will not be required to obtain written approval before charges are incurred or invoiced. However, we will notify and seek such approval from the Town for any individual effort which is expected to exceed \$1,000.

Work under this Amendment will be charged at hourly rates plus costs (without markup) current as of the time charged or expense incurred. (See the attached 2023 Table of Rates.) LaBella will continue to submit monthly invoices that track the charges for each individual task including this one.

**Conclusion**

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

If this proposal is acceptable to the Town, please sign this proposal on the signature line below to authorize the budget increase defined in this proposal and return one copy to us. We appreciate the opportunity to continue our relationship with the Town of Lake Lure. If you have any questions or need additional information, please call me directly at (704) 941-2110.

Sincerely,  
LaBella Associates, P.C.

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

**Town of Lake Lure, North Carolina**

By: \_\_\_\_\_  
*Authorized Signature*  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**LABELLA ASSOCIATES**  
**Lake Lure ON-CALL ENGINEERING SERVICES**

**RATE SCHEDULE FOR HOURLY + EXPENSES TASKS**  
**JANUARY 1, 2023 – DECEMBER 31, 2023**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$259.00/hour
Project Manager	\$235.00/hour
Senior Engineer	\$225.00/hour
Senior Project Engineer	\$185.00/hour
Project Engineer	\$150.00/hour
Design Engineer	\$139.00/hour
GIS Analyst	\$145.00/hour
Senior Engineering/GIS Technician	\$124.00/hour
Engineering Technician	\$129.00/hour
Construction Inspector	\$118.00/hour
Engineering Co-op	\$96.00/hour
Clerical	\$98.00/hour
Mileage	at current IRS rate
Expenses	at cost
Sub-consultants	at cost plus 10 percent

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Budget Amendment #353 for LaBella Task 5 Amendment

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** C  
**Department:** Finance  
**Contact:** Stephen Ford, Finance Director  
**Presenter:** Stephen Ford, Finance Director

**BRIEF SUMMARY:**

Budget Amendment #353 is for the purpose of funding the costs associated with LaBella Task 5 Amendment. The Amendment includes an extension of budget for various on-call services not specifically addressed by other approved Tasks. The extended amount associated with the Task 5 Amendment is \$25,000.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Budget Amendment #353 for LaBella Task 5 Amendment.

**ATTACHMENTS:**

Budget Amendment #355

**FUNDING SOURCE:**

General Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Budget Amendment #353 for LaBella Task 5 Amendment.



**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

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

**Department:** Administration

**Purpose:** Funding the costs associated with LaBella Task 5 Amendment. The Amendment includes an extension of budget for various on-call services not specifically addressed by other approved Tasks. The extended amount associated with the Task 5 Amendment is \$25,000.

**Section 1.** To amend General Fund (Fund 10), the expenditures are to be changed as follows:

Line Items	Account Number	Amount Decrease	Amount Increase	Amended Budget
190	800000		\$25,000	\$55,000

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

Account Name: Transfer To General  
Account Number: **10-398602 (Fund Balance)**  
Amount: **\$ 25,000**

**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 \_\_\_\_\_, 2023.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Resolution No. 23-08-08A Supporting Foothills Rural Planning Organization (RPO) Prioritization 7 Submittals

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

The Foothills RPO are one party actively working to develop comprehensive transportation submittals for the region, including Lake Lure. The purpose of the submittals is to work towards improving all modes of transportation for the region. The Foothills RPO is requesting that the Town of Lake Lure adopt a resolution establishing support submittals to the State Transportation Improvement Program during Prioritization 7.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 23-08-08A Supporting Foothills Rural Planning Organization (RPO) Prioritization 7 Submittals.

**ATTACHMENTS:**

Resolution No. 23-08-08A Supporting Foothills Rural Planning Organization (RPO) Prioritization 7 Submittals; List of Prioritization 7 Projects

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-08-08A Supporting Foothills Rural Planning Organization (RPO) Prioritization 7 Submittals.



**RESOLUTION NO. 23-08-08A**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
SUPPORTING FOOTHILLS REGIONAL RPO PRIORITIZATION 7 SUBMITTALS**

**WHEREAS**, the Town of Lake Lure, the Foothills Rural Planning Organization, and The North Carolina Department of Transportation actively worked to develop comprehensive transportation submittals for Your Government and the Foothills Rural Planning Organization region; and

**WHEREAS**, the Town of Lake Lure, The Foothills Rural Planning Organization, and The North Carolina Department of Transportation are submitting transportation projects in accordance with the North Carolina Strategic Transportation Investments Law; and

**WHEREAS**, the Town of Lake Lure wishes to improve all modes of transportation for the region; and

**WHEREAS**, after full study of the submittals, the Town of Lake Lure wishes to support these submittals to the State Transportation Improvement Program during Prioritization 7.

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

**SECTION ONE.** The Town of Lake Lure supports Prioritization 7 submittals to the State Transportation Improvement Program.

**READ APPROVED AND ADOPTED** this 8<sup>th</sup> day of August, 2023

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Budget Amendment #352 for Lake Lure Flowering Bridge Parking Lot

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:** E  
**Department:** Finance  
**Contact:** Stephen Ford, Finance Director  
**Presenter:** Stephen Ford, Finance Director

**BRIEF SUMMARY:**

Town Council recently approved a request from the Lake Lure Flowering Bridge (LLFB) in regard to assistance with funding for volunteer parking in the amount of \$8,000. Budget Amendment #352 is for the purpose of funding the approved request.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Budget Amendment #352 for Lake Lure Flowering Bridge Parking Lot.

**ATTACHMENTS:**

Budget Amendment #352

**FUNDING SOURCE:**

General Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Budget Amendment #352 for Lake Lure Flowering Bridge Parking Lot.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

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

**Department:** Administration

**Purpose:** To ensure approved funding for the Lake Lure Flowering Bridge Volunteer Parking.

**Section 1.** To amend General Fund (Fund 10), the expenditures are to be changed as follows:

Line Items	Account Number	Amount Decrease	Amount Increase	Amended Budget
501	800000		\$8,000	\$8,000

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

Account Name: Transfer To General  
Account Number: **10-398602 (Fund Balance)**  
Amount: **\$ 8,000**

**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 \_\_\_\_\_, 2023.

**IX**  
**UNFINISHED**  
**BUSINESS**

# X

## NEW BUSINESS

- A. Resolution No. 23-08-08B Approving Change Order to Synagro Agreement for Lake Lure Wastewater Treatment Facility Sludge Removal
- B. Budget Amendment #354 for Synagro Agreement Change Order
- C. Budget Amendment #355 for 177 Tryon Bay Circle Demolition
- D. Resolution No. 23-08-08D Amending 2023-2024 Lake Drawdown Schedule
- E. Amend 2023 Town Council Meeting Schedule to Hold the August Work Session Meeting on August 16th

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Resolution No. 23-08-08B Approving Change Order to Synagro Agreement for Lake Lure Wastewater Treatment Facility Sludge Removal

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** A

**Department:** Public Services

**Contact:** Dean Lindsey, Public Services Director

**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

In 2020, the Town entered into an Agreement with Synagro for the removal of sludge at the Lake Lure Wastewater Treatment Facility. Synagro has submitted an updated proposal with a scope including removal of sludge, piping, and disposing of material at a local land fill adhering to state and federal regulations. The scope for the Lake Lure Wastewater Treatment facility also includes supplying uninterrupted access to the project site for the duration of the project during normal working hours, supplying potable water to the project site within 50 ft. at 100 gpm 60psi. Pricing includes a one-time \$23,529 fee for mobilization and demobilization, and \$1,360 per dry ton associated with hauling and land application. Town staff estimates that the total price for the sludge removal will amount to \$100,000. Resolution No. 23-08-08B approves the change order to the Synagro Agreement for the Lake Lure Wastewater Treatment Facility sludge removal.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 23-08-08B Approving Change Order to Synagro Agreement for Lake Lure Wastewater Treatment Facility Sludge Removal.

**FUNDING SOURCE:**

Water and Sewer Fund Balance

**ATTACHMENTS:**

Resolution No. 23-08-08B Approving Change Order to Synagro Agreement for Lake Lure Wastewater Treatment Facility Sludge Removal; 2020 Synagro Agreement; Change Order to Synagro Agreement

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-08-08B Approving Change Order to Synagro Contract for Lake Lure Wastewater Treatment Facility Sludge Removal.





**RESOLUTION NO. 23-08-08B**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
APPROVING CHANGE ORDER TO SYNAGRO AGREEMENT FOR LAKE LURE  
WASTEWATER TREATMENT FACILITY SLUDGE REMOVAL**

**WHEREAS**, the Town of Lake Lure entered into a Materials Management Agreement with Synagro for the Lake Lure Wastewater Treatment Facility sludge removal in 2020; and

**WHEREAS**, Synagro has submitted a proposed change order to the 2020 agreement; and

**WHEREAS**, sludge removal is crucial to the success of operations at the Lake Lure Wastewater Treatment Facility; and

**WHEREAS**, the scope included in the change order is for the removal of sludge, piping, and disposing of material at a local land fill adhering to state and federal regulations; and

**WHEREAS**, the scope also includes supplying uninterrupted access to the project site for the duration of the project during normal working hours, supplying potable water to the project site within 50 ft. at 100 gpm 60psi; and

**WHEREAS**, Pricing includes a one-time \$23,529 fee for mobilization and demobilization, and \$1,360 per dry ton associated with hauling and land application; and

**WHEREAS**, the total price estimate for the completion of the sludge removal is \$100,000.

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

**SECTION ONE.** Town Council approves the proposed change order to the Synagro Agreement for Lake Lure Wastewater Treatment Facility Sludge Removal

**READ APPROVED AND ADOPTED** this 8<sup>th</sup> day of August, 2023

ATTEST:

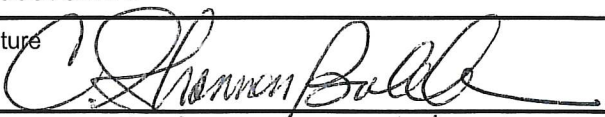
\_\_\_\_\_  
Olivia Stewman, Town Clerk

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



# Materials Management Agreement

This Agreement made and entered into as of this 15th day of July, 2020 by and between Contractor and Customer.

<b>C U S T O M E R</b>	Customer Legal Name			
	Town of Lake Lure			
	Street Address			
	2948 Memorial Hwy.			
	City / Town	County	State	Zip Code
	Lake Lure		NC	28746
<b>C O N T R A C T O R</b>	Synagro Legal Name			
	Synagro Central, LLC (Synagro)			
	Street Address			
	435 Williams Court			
	City / Town	State	Zip Code	
	Baltimore	MD	21220	
<b>T E R M</b>	Commencement Date: July 15, 2020		Expiration Date: July 14, 2021	
	<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement and any extensions shall automatically renew on a year-to-year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. Such notice must be delivered at least 30 days prior to the end of the then-current Term. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>			
<b>B I L L I N G</b>	Customer Contact Name		Telephone #	
	Town of Lake Lure		(828) 625-9983 Ext 102	
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
	2948 Memorial Hwy.		Samuel Karr	
			E-mail Address	
			findir@townoflakelure.com	
	City / State		Zip Code	
	Lake Lure, NC		28746	
<b>S I G N A T U R E S</b>	FOR CUSTOMER:		Date	
	Signature 		7/27/20	
	Name and Title C. SHANNON BALDWIN / TOWN MANAGER			
	FOR CONTRACTOR:		Date	
	Signature			
	Name and Title			

## SCOPE OF SERVICES AND PRICING APPENDIX

**Scope of Service.**

See Attachment 1, Synagro's July 9, 2020 response to Customer's Invitation for Bid.

**Customer Materials.**

Per Customer's specifications, materials shall consist of non-hazardous municipal biosolids. Such material, after dewatering, shall be acceptable to a Subtitle D disposal facility and in compliance with all local, state, and federal requirements.

Estimated volume of material is 100 dry tons to be removed from two locations as indicated below:

- Sediment Basin – 85 dry tons
- Sludge Holding Tank – 15 dry tons

**Method of Delivery of Customer Materials.**

The Customer Material shall be delivered to Contractor "as is" contained in the Customer's normal processing vessels and infrastructure.

**"Customer Facility" shall mean the following locations where Customer Material(s) are generated or stored:**

182 Memorial Hwy, Lake Lure, NC 28746

**Contractor right to refuse loads.** If trucks or containers are loaded by Customer or its agents, Contractor has the right to refuse loads that are not within legal weight restrictions, are defective, or are not filled to mutually agreed-upon minimums or maximums.

**PRICE**

The Agreement Price(s) shall be as follows:

RATE	QUANTITY	UNIT	SERVICE
\$20,000.00	1	Lump Sum	Mobilization and demobilization of equipment and personnel resources
\$820.12	1	Dry Ton	Sludge removal and disposal

## GENERAL TERMS AND CONDITIONS

### 1. Definitions. As used in this Agreement:

**A.** "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common Customership or control with, or is owned or controlled by, such Person.

**B.** "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

**C.** "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

**D.** "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

**E.** Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

**F.** "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

**G.** "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

**H.** "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

**I.** "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

**J.** "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

**K.** "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

**L.** "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

**M.** "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

**N.** "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis) or (iii) contains PFOA/PFAS levels in excess of any federal or state guidelines or regulations.

**O.** "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

**P.** "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

**Q.** "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

**3. Services.** Contractor shall provide Contractor Services to Customer.

### 4. Price and Adjustments.

**A.** The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

**B.** Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming

after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

**5. Customership of Materials.** Customer shall retain all title to and Customership of the Customer Material and Non-Conforming Materials.

### 6. Rejection or Revocation of Acceptance of Materials.

**A.** Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

**B.** Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

**C.** Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

### 7. Change in Conditions Affecting Quality of Materials.

Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

**8. Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

**9. Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

### 10. Default Termination.

**A.** In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in in such termination notice.

**B.** Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would serve to delay Contractor's performance of Contractor Services;
- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

### C. Non-Default Termination

If the Customer has exercised a discretionary right to early termination that is not based on default, the Contractor will be compensated for early termination costs, including but not limited to, recovery of capital costs, lost profit, demobilization costs, employment severance payments and cost to terminate subcontractors and equipment leases.

### 11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

### 14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law. Contractor's liability and out of pocket expenses is capped at the insurance provided in this agreement.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event

that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party's personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This provision provides performance (including schedule) and financial relief if a Force Majeure event interferes with the Contractor's performance

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by

either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

**23. Governing Law, Venue Selection.** This Agreement shall be governed by and construed under the laws of the State of Delaware.

**24. No Third-Party Liability.** Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third-party beneficiary to this Agreement.

**25. Partial Invalidity.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

**26. Consent to Breach Not Waiver.** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

**27. Notice.** Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

General Counsel  
435 Williams Court, Suite 100  
Baltimore, MD 21220  
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

**28. Consequential Damages.** In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

**29. Drafting Responsibility.** Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

**30. Customer Materials.** Customer represents and warrants the following with respect to the quality of Customer Materials:

**A. Biosolids.**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. Land Application of Biosolids. If land application is an Intended Use of Customer Materials, the following shall apply:
  - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where

Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.

b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

**B. Industrial Residuals:**

1. Hazardous Materials. Customer will not provide Hazardous Materials to Contractor.
2. Polychlorinated Biphenyls. Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. Suitability of Materials for Intended Use. All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. Cadmium. Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.



## Materials Management Agreement

5. Disease Vectors. Customer Materials shall not attract disease vectors that endanger public health.

6. Disposal of Biosolids into Landfill. Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):

July 20th 2023

**Re: Lake Lure Wastewater Treatment Facility Sludge Removal\_2023 (Budgetary)**

Dear Mr.

Synagro Central LLC. (Synagro) appreciates the opportunity to provide this proposal to Lake Lure Wastewater Treatment Facility. We have prepared this proposal based upon information provided by site personnel, a site visit, sampling, testing and from our experience with similar projects.

**PROJECT EXPERIENCE**

Synagro's core business purpose is focused on the management of municipal biosolids, including project development, operations, and biosolids product recycling. This focus has resulted in Synagro being North America's leading provider of high-quality, cost-effective biosolids management and beneficial use services. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 38 years. Synagro's experience in all areas of biosolids management is unparalleled. Synagro annually manages over 12 million tons of biosolids and other organic by-products for more than 650 generators (including 600 municipal clients). Synagro employs a team of over 675 professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals' management challenges. Synagro offers virtually all commercially viable processing options and product marketing channels for biosolids and organic residuals including:

- **Heat Drying and Pelletization**
- **Incineration**
- **Land Application and Reclamation**
- **Alkaline Stabilization**
- **Digestion**
- **Rail Transportation**
- **Mobile Dewatering**
- **Lagoon Dredging and Excavation**
- **Composting**
- **Digester Cleaning**
- **Dewatering (Installation/Operation)**
- **Product Marketing**

This ability to offer the complete range of biosolids options is unique to Synagro and allows us to develop projects that fit a municipality's unique needs. In addition, this breadth of experience provides us with an in-depth understanding of biosolids that other companies simply do not possess.

Synagro provides a wide range of environmental services in response to environmental cleanup activities. By choosing Synagro to perform this project, Lake Lure Wastewater Treatment Facility can benefit from our:



- Previous experience working on similar projects.
- Ability to perform the work in a timely manner while placing the highest regard to health and safety.
- Attention to details and high regard for client satisfaction; and
- Ability to provide value engineering.

## **SYNAGRO SCOPE**

Synagro is prepared to provide a Cleanout and Hauling Solution designed to remove an estimated 250,000 Gallons / 45 Dry Tons of sludge at the Lake Lure Wastewater Treatment Park sludge holding basin. To include the removal of PVC piping currently installed in the sludge holding basin. The scope of work includes removing the sludge, piping and disposing of the material at a local land fill adhering to state and federal regulations. Based on sampling and knowledge of the system Synagro proposes the following system:

This system will include the following.

- (1) 2M Belt Press
- (1) Trash pump
- (1) Yard Goat
- (1) Road Tractor
- (3) End Dump
- (1) Submersible Electric Pump
- (1) Hydraulic Pump / Power Pack
- (1) 4" Trash Pump
- (1) 250KW Generator
- (1) Tanker / Frac Tank
- (1) Road Tractor

### **Lake Lure Wastewater Treatment Facility Scope:**

- Supply uninterrupted access to project site for the duration of the project during normal working hours.
- Supply potable water to the project site within 50 feet at 100 gpm 60psi
- Site improvement will be the responsible of the plant.

### **Exclusions and Assumptions:**

1. Pricing is based on a 250,000 Gallons @25% dilution per event.
2. Estimated 45 Dry Tons to be removed from the site.



3. Demurrage will need to be negotiated on shutdowns that exceeds expectations.
4. Fuel Surcharge will start at 4.00 Dollars.
5. Pricing to include testing and permitting.
6. In an event that the landfill increases tip fee the additional cost will be the responsibility of the Town of Lake Lure.
7. Lake Lure will be responsible for isolating flow to the sludge holding basin during sludge and piping removal.
8. 0-2 Days Vac Services cost plus 20% (Estimated \$4,500 / Day) if needed.
9. 0-2 Days Mechanical Services cost plus 20% (Estimated \$3,500.00/day) if needed.

**PROJECT PRICING**

Synagro will provide all personnel, equipment, and materials specified to complete the Scope of Work as follows:

Mobilization/Demobilization.....	\$23,529.00 / One Time
Hauling and Land Application.....	\$1,360.00 per dry ton

Please note that this proposal is based on Synagro’s standard terms and conditions and shall be strictly non-binding upon Synagro until the parties negotiate and execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro’s approval, at its discretion. This proposal will expire in 60 days.

We appreciate this opportunity and look forward to working with Lake Lure Wastewater Treatment Facility. Please do not hesitate to contact me at your convenience with any questions or concerns pertaining to this proposal. Thank you.

Sincerely,  
Lane Chilton

*Lane Chilton*

Area Sales Manager NC/SC  
252.808.5751



**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Budget Amendment #354 for Synagro Agreement Contract Order

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** B  
**Department:** Finance  
**Contact:** Stephen Ford, Finance Director  
**Presenter:** Stephen Ford, Finance Director

**BRIEF SUMMARY:**

Budget Amendment #354 is for the purpose of funding the costs associated with the Synagro Agreement change order for the Lake Lure Wastewater Treatment Facility sludge removal. The estimated costs related to Budget Amendment #354 amount to \$100,000.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Budget Amendment #354 for Synagro Agreement Contract Order.

**ATTACHMENTS:**

Budget Amendment #354

**FUNDING SOURCE:**

Water and Sewer Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Budget Amendment #354 for Synagro Agreement Contract Order.

TOWN OF LAKE LURE  
BUDGET AMENDMENT

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

**Department:** Water and Sewer

**Purpose:** Funding the costs associated with the Synagro Agreement change order for the Lake Lure Wastewater Treatment Facility sludge removal. The estimated costs related to Budget Amendment #354 amount to \$100,000.

**Section 1.** To amend Water Fund (Fund 53), the expenditures are to be changed as follows:

Line Items	Account Number	Amount Decrease	Amount Increase	Amended Budget
690	714000		\$100,000	\$100,000

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

Account Name: Transfer To Water  
Account Number: **53-398602 (Fund Balance)**  
Amount: **\$ 100,000**

**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 \_\_\_\_\_, 2023.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Budget Amendment #355 for 177 Tryon Bay Circle Demolition

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** C  
**Department:** Finance  
**Contact:** Stephen Ford, Finance Director  
**Presenter:** Stephen Ford, Finance Director

**BRIEF SUMMARY:**

The Town recently received bids for the demolition of the structure located at 177 Tryon Bay Circle and the lowest bidder was DH Griffin Wrecking Co. Inc. with a lump sum bid amount of \$80,850. The lump sum includes the costs of demolition, asbestos-containing material removal, slope stabilization, and a 10 percent contingency. Budget Amendment #355 is for the purpose of funding the costs associated with the 177 Tryon Bay Circle Demolition.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Budget Amendment #355 for 177 Tryon Bay Circle Demolition.

**ATTACHMENTS:**

Budget Amendment #355

**FUNDING SOURCE:**

General Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Budget Amendment #355 for 177 Tryon Bay Circle Demolition.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

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

**Department:** Administration

**Purpose:** The Town recently received bids for the demolition of the structure located at 177 Tryon Bay Circle and the lowest bidder was DH Griffin Wrecking Co. Inc. with a lump sum bid amount of \$80,850. The lump sum includes the costs of demolition, asbestos-containing material removal, slope stabilization, and a 10 percent contingency. Budget Amendment #355 is for the purpose of funding the costs associated with the 177 Tryon Bay Circle Demolition.

**Section 1.** To amend Water Fund (Fund 53), the expenditures are to be changed as follows:

Line Items	Account Number	Amount Decrease	Amount Increase	Amended Budget
691	413000		\$80,000	\$200,000

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

Account Name: Transfer To General  
Account Number: **10-398602 (Fund Balance)**  
Amount: **\$ 80,000**

**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 \_\_\_\_\_, 2023.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Resolution No. 23-08-08C Amending 2023-2024 Lake Drawdown Schedule

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** D

**Department:** Project Management

**Contact:** Michael Dydula, Project Manager

**Presenter:** Michael Dydula, Project Manager

**BRIEF SUMMARY:**

The initial 2023-2024 Lake Drawdown Schedule was adopted to span from November 1<sup>st</sup> until March 31<sup>st</sup>. Since the initial adoption, it has been brought to the Town's attention that the schedule conflicts with the timeline of operations for the reservoir drain valve installation. Morgan Corporation, who will be installing the valve, requires lake access for their barge after the original November 1<sup>st</sup> drawdown start date. As a result, the Town has worked with Morgan Corporation and Ruby-Collins to determine an appropriate drawdown schedule spanning from January 1<sup>st</sup> until March 31<sup>st</sup>. Resolution No. 23-08-08C amends the 2023-2024 Lake Drawdown Schedule.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 23-08-08C Amending 2023-2024 Lake Drawdown Schedule.

**ATTACHMENTS:**

Resolution No. 23-08-08C Amending 2023-2024 Lake Drawdown Schedule; 2023-2024 Lake Drawdown Schedule

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the adoption of Resolution No. 23-08-08C Amending 2023-2024 Lake Drawdown Schedule.



**RESOLUTION NO. 23-08-08C**

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE  
AMENDING THE 2023-2024 LAKE DRAWDOWN SCHEDULE**

**WHEREAS**, the Town Council of the Town of Lake Lure adopted the initial 2023-2024 Lake Drawdown Schedule on June 13, 2023; and

**WHEREAS**, it has been determined that there is a scheduling conflict between the original 2023-2024 lake drawdown schedule and the installation of the Lake Lure Dam reservoir drain valve; and

**WHEREAS**, the installation of the Lake Lure Dam reservoir drain valve is crucial to the future of Lake Lure's infrastructure; and

**WHEREAS**, the Town has coordinated with key players involved in both the installation of the reservoir drain and the sewer replacement project; and

**WHEREAS**, all key players have deemed it appropriate to reduce the span of the originally adopted 2023-2024 Lake Drawdown Schedule in order for all projects to successfully progress.

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

**SECTION ONE.** Town Council hereby amends the 2023-2024 Lake Drawdown Schedule beginning with the drawdown of the lake on January 1, 2024 and refill beginning on March 31, 2024.

**READ APPROVED AND ADOPTED** this 8<sup>th</sup> day of August, 2023

ATTEST:

\_\_\_\_\_  
Olivia Stewman, Town Clerk

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



### Lake Lure Drawdown Schedule (2023-2024)

	December	January	February	March	April
Lake Drawdown Schedule	Transfer Boats to Storage	Start Jan. 1 Lake Drawdown Period <sup>1</sup>		End Mar. 31	Lake Refill <sup>2</sup>
GLS Project in North End Sunset Cove	Stage Equipment	GLS Project in North End Sunset Cove			
Reservoir Drain Valve Installation	Reservoir Drain Valve Installation				
Seawall and Boathouse Construction/Maintenance		Contractor Construction and Maintenance <sup>3</sup>			
Dam and Hydroelectric Plant Maintenance	Dam and Hydroelectric Plant Maintenance				
Sewer Cleaning and Maintenance	Sewer Cleaning and Maintenance				

**Notes:**

1. Lake level will be 12 feet down for construction access and activities.
2. Lake refill is limited to rainfall and inflow from the Rocky Board River.
3. Contractors should vacate the lake bed on March 15. No construction permits will extend beyond March 15.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM**

**Meeting Date:** August 8, 2023

**SUBJECT:** Amend 2023 Town Council Meeting Schedule to Hold the August Work Session Meeting on August 16th

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E  
**Department:** Administration  
**Contact:** Hank Perkins, Town Manager  
**Presenter:** Hank Perkins, Town Manager

**BRIEF SUMMARY:**

In order to accommodate all schedules, it has been determined that it is appropriate to hold the August Town Council work session on Wednesday, August 16, at 8:30 a.m. The 2023 Town Council Meeting Schedule will be amended to hold the August work session on August 16<sup>th</sup>, rather than August 23<sup>rd</sup>.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To amendment the 2023 Town Council Meeting Schedule to hold the August work session meeting on August 16<sup>th</sup> at 8:30 a.m.

**ATTACHMENTS:**

Amended 2023 Town Council Meeting Schedule

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends the amending the 2023 Town Council meeting schedule.

## TOWN COUNCIL MEETING SCHEDULE FOR 2023

DATE	LOCATION	TIME	TYPE
January 10, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
January 11, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Planning Retreat
January 25, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
February 14, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
February 22, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
March 14, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
March 22, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
April 11, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
April 26, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
May 9, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
May 24, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
June 13, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
June 28, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
July 11, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
July 26, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
August 8, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
<del>August 23, 2023</del>	<del>Lake Lure Municipal Center/Virtual</del>	<del>8:30 a.m.</del>	<del>Work Session</del>
<u>August 16, 2023</u>	<u>Lake Lure Municipal Center/Virtual</u>	<u>8:30 a.m.</u>	<u>Work Session</u>
September 12, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
September 27, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
October 10, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
October 25, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
November 14, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
November 29, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session
December 12, 2023	Lake Lure Municipal Center/Virtual	5:00 p.m.	Regular
December 19, 2023	Lake Lure Municipal Center/Virtual	8:30 a.m.	Work Session

\* Regular Town Council meetings are held on the 2<sup>nd</sup> Tuesday of each month.

\* Work Session Meetings are held on the 4<sup>th</sup> Wednesday of each month except for November and December due to holiday conflicts.

\* Council planning retreat held on January 11<sup>th</sup>.

# XI

## CLOSED SESSION

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

**XII**

**ADJOURNMENT**