

LAKE LURE TOWN COUNCIL SPECIAL MEETING PACKET

Wednesday, May 24, 2023
2:00 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 Special Meeting
Wednesday, May 24, 2023 - 2:00 PM
Lake Lure Municipal Center



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Budget Review - Page 1**
- IV. Resolution No. 23-05-24 Awarding Lake Lure Dam Reservoir Drain Construction Contract to Morgan Corporation - Page 59**
- V. Resolution No. 23-05-04A Approving Schnabel Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam - Page 64**
- VI. Capital Project Ordinance No. 23-05-24 for the Lake Lure Dam Reservoir Drain - Page 78**
- VII. *Closed session in accordance with G.S. 143-318.11 (a) (3) for Attorney Client Privilege or Legal Claims***
- VIII. Adjournment**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 24, 2023**

SUBJECT: Budget Review

AGENDA INFORMATION:

Item Number: III
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Town Manager Hank Perkins and Finance Director Stephen Ford presented Town Council with the propose FY 23-24 budget on May 10th. Council was provided with necessary information to review the budget line items. Staff requests Council feedback, if any. Director Ford will lead discussion in regard to options for the Water/Sewer fund based on past discussions.

ATTACHMENTS:

Proposed Revenues and Expenditures for FY 23-24

TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

10 GENERAL FUND

Account	Actuals				Current Budget 22-23	% Rec. 22-23	Prelim. Budget 23-24	Budget Change 23-24	Final Budget 23-24	% Old Budget 23-24
	19-20	20-21	21-22	22-23						
310000 TAXES										
310100 P & I - Taxes	10,550	9,806	18,444	6,914	10,000	69%	10,000		10,000	100%
Group:	10,550	9,806	18,444	6,914	10,000	69%	10,000	0	10,000	100%
311000 Ad Valorem Taxes-2000										
311170 AD VALOREM TAXES-2017	1,035				0	0%			0	0%
311180 AD VALOREM TAXES-2018	36,080				0	0%			0	0%
311190 AD VALOREM TAXES-2019	2,840,523	56,297		14,143	0	***%			0	0%
311200 AD VALOREM TAXES-2020		3,387,119	116,752		0	0%			0	0%
311210 AD VALOREM TAXES-2021			4,286,353	869	50,000	2%	50,000		50,000	100%
311213 Ad Valorem Taxes-2023				1,178,034	0	***%			0	0%
311214 Ad Valorem Taxes DV5-dam				685,724	0	***%			0	0%
311220 AD VALOREM TAX 2022-				2,333,872	4,361,624	54%	4,674,625		4,674,625	107%
Group:	2,877,638	3,443,416	4,403,105	4,212,642	4,411,624	95%	4,724,625	0	4,724,625	107%
312000 Ad Valorem-Veh-2000										
312019 AD VALOREM -VEHICLE	56,896				0	0%			0	0%
312020 AD VALOREM VEH TAXES-2020		71,419			0	0%			0	0%
312021 AD VALOREM VEH TAXES-2021			88,675		20,000	0%	20,000		20,000	100%
312022 Ad Valorem Vehicle Tax				8,780	94,850	9%	93,850		93,850	99%
312023 Ad Valorem Vehicle Taxes				42,093	0	***%			0	0%
312024 ad valorem veh taxes dv5				21,418	0	***%			0	0%
Group:	56,896	71,419	88,675	72,291	114,850	63%	113,850	0	113,850	99%
332000 STATE SHARED REVENUES										
332100 FEMA Reimbursements		80,000			0	0%			0	0%
332200 Beer & Wine Tax	5,273	5,158	5,406		4,950	0%	4,950		4,950	100%
332300 Court Costs, Fees and	537	248	225	312	550	57%	550		550	100%
332400 Utilties Franchise Tax	265,554	219,351	259,390	85,124	201,195	42%	201,195		201,195	100%
332600 Powell Bill - Tax on Gas	67,743	62,443	76,606	76,151	76,600	99%	76,600		76,600	100%
332605 Grant Revenue				158,778	0	***%			0	0%
332930 State Shared Sales Tax	1,417,379	1,330,360	1,682,237	1,559,078	1,750,000	89%	1,760,000		1,760,000	101%
332933 Solid Waste Disposal Tax	932	917	1,018	238	780	31%	780		780	100%
332940 State Grant-PARTF	223,125				0	0%			0	0%
332942 Video Programming Tax	23,994	23,374	19,035		15,975	0%	15,975		15,975	100%
332991 NC DEQ Dredging Grant	88,068		698,966	688,534	800,000	86%	800,000		800,000	100%
Group:	2,092,605	1,721,851	2,742,883	2,568,215	2,850,050	90%	2,860,050	0	2,860,050	100%
347000 LAND USE FEES										
347100 Zoning Permits	13,537	19,420	51,025	74,251	37,000	201%	40,000		40,000	108%
347200 Land Disturbance Permit	4,075	3,875	6,840	2,415	6,000	40%	6,600		6,600	110%
347300 Sign Permit	452	340	392	243	500	49%	500		500	100%
347400 Rezoning Fee/Annexation		510			0	0%			0	0%
347550 Vacation Rental Fees	4,680	6,650	14,420	8,100	10,000	81%	10,000		10,000	100%
347600 Lake Structure Permit/LSA	7,510	8,280	3,840	14,157	9,254	153%	9,255		9,255	100%

TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
347800 Fire Inspection	40	50	30	50	50	100%	50		50	100%
347900 Fines/Penalties - Land				850	0	***%	850		850	*****%
Group:	30,294	39,125	76,547	100,066	62,804	159%	67,255	0	67,255	107%
361000 LAKE										
361201 Lake Lure Tours	61,820	52,159	69,686	51,719	60,000	86%	60,000		60,000	100%
361202 Lake Fines	1,073	1,647	2,471	2,372	300	791%	300		300	100%
361203 Lake Comm License Fees	4,230	4,795	15,385	136,128	15,000	908%	15,000		15,000	100%
361204 Boat Permits	454,762	708,622	705,584	347,110	675,000	51%	675,000		675,000	100%
361205 RBR CONCESSIONS	22,207	30,640	25,273	21,259	25,000	85%	25,000		25,000	100%
361207 Cluster Mooring Fees		3,100	24,200	40,640	24,000	169%	24,000		24,000	100%
Group:	544,092	800,963	842,599	599,228	799,300	75%	799,300	0	799,300	100%
363000 BEACH										
363801 Beach-Admission Fee-Adult	55,832	53,490	68,181	60,741	65,000	93%	65,000		65,000	100%
363804 Beach-Concessions	7,591	10,041	6,258	5,628	10,000	56%	10,000		10,000	100%
Group:	63,423	63,531	74,439	66,369	75,000	88%	75,000	0	75,000	100%
364000 MARINA										
364902 Marina-Open Slip Rental	181,405	319,927	313,316	254,766	310,000	82%	310,000		310,000	100%
364905 Marina-Concessions	16,677	21,172	19,594	12,055	18,500	65%	18,500		18,500	100%
364908 Marina-Rentals	27,364	58,590	50,800	43,332	50,000	87%	50,000		50,000	100%
Group:	225,446	399,689	383,710	310,153	378,500	82%	378,500	0	378,500	100%
383000 MISCELLANEOUS REVENUES										
383100 Interest Earned on	4,194	3,756	3,484	5,082	4,000	127%	4,000		4,000	100%
383200 Beer and Wine Permits	775	916	4,045	181	1,000	18%	1,000		1,000	100%
383321 Fire-Rural Fire	10,419	7,161	9,113	5,843	8,592	68%	8,592		8,592	100%
383322 Rutherford Co. Grant		34,405			0	0%			0	0%
383410 ABC-Rents	16,000	13,333	10,667	17,333	16,000	108%			0	0%
383430 Community Center Rental	120	150	150	-350	250	***%	250		250	100%
383440 Pavilion/Gazebo Rental	6,300	17,250	4,100	13,750	3,500	393%	3,500		3,500	100%
383450 Meadows Rental	410		250	620	250	248%	250		250	100%
383460 Water Tank Rental				2,060	0	***%			0	0%
383462 TDA GRANT	100,000		233,750		100,000	0%			0	0%
383500 Sale of Assets	269,049	31,856	51,663		3,500	0%	3,500		3,500	100%
383600 Golf Cart Permit	220	360	220	130	200	65%	200		200	100%
383700 LLABC-Distribution for	1,241				750	0%	750		750	100%
383701 ABC-Dist. for	1,738				1,250	0%	1,250		1,250	100%
383800 ABC-Distribution of Funds	34,375	1,130	4	25,026	20,000	125%	20,000		20,000	100%
383900 Misc Revenue	5,531	2,130	2,465	27,414	1,200	***%	1,200		1,200	100%
383901 Contr.from Town Citizens	2,500		7,000		0	0%			0	0%
383903 Town Promotional	1,257	743	48		750	0%	500		500	67%
383910 Copies	639	538	171	76	500	15%	500		500	100%
383930 Recycling Collections	14,477	15,528	15,974	15,958	15,250	105%	15,250		15,250	100%

TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

10 GENERAL FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
Group:	469,245	129,256	343,104	113,123	176,992	64%	60,742	0	60,742	34%
398000 TRANSFERS										
398500 Transfer from Capital	225,000	11,728			450,000	0%			0	0%
398502 Installment Agreement	114,035	148,383	349,270	54,548	57,000	96%	385,000		385,000	675%
398601 Transfer from Electric	15,000				0	0%			0	0%
398602 Transfer from Water/Sewer	15,000			10,942	0	***%			0	0%
398604 Transfer from Fund	129,866			-5,342	952,186	-1%	115,143		115,143	12%
Group:	498,901	160,111	349,270	60,148	1,459,186	4%	500,143	0	500,143	34%
Fund:	6,869,090	6,839,167	9,322,776	8,109,149	10,338,306	78%	9,589,465	0	9,589,465	93%

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21 Capital Reserve Fund

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
398000 TRANSFERS										
398605 Transfer From General	243,762	483,936	1,600,000		1,600,000	0%	1,600,000		1,600,000	100%
Group:	243,762	483,936	1,600,000		1,600,000	0%	1,600,000	0	1,600,000	100%
Fund:	243,762	483,936	1,600,000		1,600,000	0%	1,600,000	0	1,600,000	100%

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22 DAM Capital Projects Fund

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
383000 MISCELLANEOUS REVENUES										
383100 Interest Earned on			2,419		0	0%				0 0%
Group:			2,419		0	0%	0	0		0 0%
Fund:			2,419		0	0%	0	0		0 0%

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30 CSLRF

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
332000 STATE SHARED REVENUES										
332951 ARP-FUNDING GRANT			183,888		0	0%			0	0%
Group:			183,888		0	0%	0	0	0	0%
Fund:			183,888		0	0%	0	0	0	0%

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44 STRIP CENTER PURCHASE AND IMPROVEMENTS CAPITAL PROJ FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
383000 MISCELLANEOUS REVENUES										
383100 Interest Earned on	8				0	0%			0	0%
Group:	8				0	0%	0	0	0	0%
Fund:	8				0	0%	0	0	0	0%

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Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

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45 MARINA/BRDWALK CAPITAL PROJECT FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
383000 MISCELLANEOUS REVENUES										
383100 Interest Earned on	3,359	643	1		0	0%				0 0%
Group:	3,359	643	1		0	0%	0	0		0 0%
398000 TRANSFERS										
398502 Installment Agreement	1,100,000				0	0%				0 0%
Group:	1,100,000				0	0%	0	0		0 0%
Fund:	1,103,359	643	1		0	0%	0	0		0 0%

TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

53 WATER AND SEWER FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
371000										
371105 Chimney Rock Water	15,000	15,000	15,000	-35	15,000	0%	15,000		15,000	100%
371300 Charges for Water	257,810	345,238	439,131	240,965	330,000	73%	330,000		330,000	100%
371400 Charges for Sewer	960,686	1,300,772	1,245,286	1,037,090	1,275,000	81%	1,275,000		1,275,000	100%
371500 Taps and Connect-Water	5,775	2,244	5,870	6,930	5,000	139%	5,000		5,000	100%
371600 Taps and Connect-Sewer	3,465	3,465	851	3,465	5,000	69%	5,000		5,000	100%
371700 Transfer Fee-Water/Sewer	1,080	2,095	1,060	920	1,000	92%	1,000		1,000	100%
371800 W/S - Penalty and	5,200	17,350	19,642	17,026	6,000	284%	6,000		6,000	100%
371900 W/S - Misc	1,479	139	21	313	0	***%			0	0%
Group:	1,250,495	1,686,303	1,726,861	1,306,674	1,637,000	80%	1,637,000	0	1,637,000	100%
383000 MISCELLANEOUS REVENUES										
383100 Interest Earned on	1,171	749	1,721	828	1,000	83%	1,000		1,000	100%
383460 Water Tank Rental	12,360	12,360	11,330	6,180	12,360	50%	12,360		12,360	100%
Group:	13,531	13,109	13,051	7,008	13,360	52%	13,360	0	13,360	100%
398000 TRANSFERS										
398608 Transfer From CSLRF (ARP)			183,888		0	0%			0	0%
Group:			183,888		0	0%	0	0	0	0%
Fund:	1,264,026	1,699,412	1,923,800	1,313,682	1,650,360	80%	1,650,360	0	1,650,360	100%

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TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
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55 WATER AND SEWER CAPITAL PROJECTS FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
					22-23	22-23	23-24	23-24	23-24	23-24
398000 TRANSFERS										
398602 Transfer from Water/Sewer	1,061,835				0	0%				0 0%
Group:	1,061,835				0	0%	0	0		0 0%
Fund:	1,061,835				0	0%	0	0		0 0%

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TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
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56 ELECTRIC FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget	Rec.	Budget	Change	Budget	Budget
372000										
372300 Charges for	344,690	727,802	321,999	150,328	400,000	38%	300,000		300,000	75%
Group:	344,690	727,802	321,999	150,328	400,000	38%	300,000	0	300,000	75%
383000 MISCELLANEOUS REVENUES										
383100 Interest Earned on	1,143	290	82		150	0%	150		150	100%
Group:	1,143	290	82		150	0%	150	0	150	100%
Fund:	345,833	728,092	322,081	150,328	400,150	38%	300,150	0	300,150	75%

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TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

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58 Capital Sewer Project Fund

Account	Actuals				Current Budget 22-23	% Rec. 22-23	Prelim. Budget 23-24	Budget Change 23-24	Final Budget 23-24	% Old Budget 23-24
	19-20	20-21	21-22	22-23						
332000 STATE SHARED REVENUES										
332600 Powell Bill - Tax on Gas				500,000	0	***%			0	0%
332605 Grant Revenue				1,305,192	0	***%			0	0%
Group:				1,805,192	0	***%	0	0	0	0%
398000 TRANSFERS										
398502 Installment Agreement				567,061	0	***%			0	0%
Group:				567,061	0	***%	0	0	0	0%
Fund:				2,372,253	0	***%	0	0	0	0%

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TOWN OF LAKE LURE
Revenue Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

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75 CHIMNEY ROCK WATER FUND

Account	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Rec. 22-23	Budget 23-24	Change 23-24	Budget 23-24	Budget 23-24
371000										
371300 Charges for Water	64,182	99,665	88,507	72,850	0	***%			0	0%
371501 WATER TAPS - CHIMNEY ROCK	4,000	8,750	2,500	2,405	0	***%			0	0%
371800 W/S - Penalty and	1,000	2,550	2,590	3,450	0	***%			0	0%
Group:	69,182	110,965	93,597	78,705	0	***%	0	0	0	0%
Fund:	69,182	110,965	93,597	78,705	0	***%	0	0	0	0%
Grand Total:	10,957,095	9,862,215	13,448,562	12,024,117	13,988,816		13,139,975	0	13,139,975	

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TOWN OF LAKE LURE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
410000	GENERAL GOVERNMENT										
	751 Bank Fees				60	0	***%			0	0%
	Account:				60	0	***%	0	0	0	0%

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TOWN OF LAKE LURE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		23-24	23-24	23-24	23-24	22-23	22-23	23-24	23-24	23-24	23-24
411000	COMMISSION										
102	Salaries-Part Time	12,900	13,200	13,200	11,000	13,200	83%	13,200		13,200	100%
109	FICA	987	1,010	1,010	842	1,100	77%	1,100		1,100	100%
214	Supplies-Dept	1,870	2,376	2,840	624	3,000	21%	6,000		6,000	200%
215	Supplies-Materials	11,244	10,500	13,680	9,109	15,000	61%	20,000		20,000	133%
310	Travel and Transportation	2,335	843	2,159		2,750	0%	3,500		3,500	127%
691	Contractual Services			35,911		0	0%			0	0%
	Account:	29,336	27,929	68,800	21,575	35,050	62%	43,800	0	43,800	125%

TOWN OF LAKE LURE
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2023 - 2024

10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
413000	ADMINISTRATION										
100	SALARIES	321,414	404,950	449,470	247,955	471,151	53%	498,000		498,000	106%
103	Professional Services	44,550	49,853	47,149	28,009	58,600	48%	65,000		65,000	111%
109	FICA	23,787	27,677	33,235	22,862	36,065	63%	38,500		38,500	107%
110	Retirement	51,266	62,363	93,254	57,648	85,280	68%	91,000		91,000	107%
111	Group Insurance	39,386	50,709	53,241	34,791	60,600	57%	67,000		67,000	111%
120	401 (K) Contribution	15,839	18,545	14,076	5,739	23,600	24%	25,500		25,500	108%
180	Legal Services	43,794	58,943	43,638	57,959	49,200	118%	55,000		55,000	112%
190	Engineering Services	89,587	91,497	102,602	1,000	25,000	4%	30,000		30,000	120%
214	Supplies-Dept	7,839	7,830	7,555	9,184	8,000	115%	9,000		9,000	113%
215	Supplies-Materials	1,845	1,539	638	2,283	2,300	99%	3,000		3,000	130%
310	Travel and Transportation	4,960	5,827	20,495	4,621	6,500	71%	9,500		9,500	146%
320	Postage	2,599	3,000	3,177	2,736	4,000	68%	5,000		5,000	125%
322	Printing	730	403	556		1,200	0%	1,500		1,500	125%
324	Dues and Subscriptions	5,242	5,212	4,248	2,541	6,500	39%	8,500		8,500	131%
330	Utilities	26,768	23,899	23,842	26,856	25,000	107%	30,000		30,000	120%
331	Utilities-Street Lights				119	0	***%			0	0%
350	Repairs and Maint-Buildin	10,323	11,149	11,530	52,927	70,575	75%	75,000		75,000	106%
353	Repairs and Maint-Equipme	1,939	3,983	1,983	135	4,000	3%	8,000		8,000	200%
370	Advertising	2,565	1,133	1,558	2,834	2,000	142%	3,500		3,500	175%
490	Miscellaneous				598	0	***%			0	0%
604	ADM-Consultant		19,650			0	0%			0	0%
614	Lobbyist		66,260	60,000	35,000	60,000	58%	62,000		62,000	103%
687	Contractual - County Tax	14,535	14,740	15,437	14,483	16,000	91%	18,000		18,000	113%
691	Contractual Services	75,928	45,665	69,802	165,991	91,975	180%	120,000		120,000	130%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
751	Bank Fees				204	0	***%			0	0%
Account:		784,896	974,827	1,057,486	776,475	1,107,546	70%	1,223,000	0	1,223,000	110%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
420000	CENTRAL SERVICES-Technology &										
109	FICA				58	0	***%			0	0%
111	Group Insurance				169	0	***%			0	0%
214	Supplies-Dept				469	0	***%			0	0%
321	Telephone	23,530	20,975	24,408	21,006	25,500	82%	27,000		27,000	106%
325	Internet Services	4,686	4,034	4,935	1,846	4,800	38%	5,200		5,200	108%
380	IT Support Services	68,196	65,313	72,209	11,968	79,720	15%	81,000		81,000	102%
527	TECH-Website Update	1,305	4,100	3,978		4,100	0%	5,000		5,000	122%
	Account:	97,717	94,422	105,530	35,516	114,120	31%	118,200	0	118,200	104%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
431000	POLICE										
100	SALARIES	422,755	450,202	465,072	338,335	543,048	62%	573,000		573,000	106%
101	OVERTIME	3,080	1,678	1,758	424	5,000	8%	5,500		5,500	110%
102	Salaries-Part Time	12,546	10,837	12,666	8,615	35,000	25%	38,000		38,000	109%
104	Separation Allowance-Law	18,982	18,982	19,712	14,602	20,500	71%	20,500		20,500	100%
109	FICA	33,740	35,945	37,359	33,491	46,300	72%	49,500		49,500	107%
110	Retirement	67,471	77,246	86,710	83,246	106,600	78%	114,000		114,000	107%
111	Group Insurance	75,642	82,765	83,312	65,890	94,200	70%	103,700		103,700	110%
112	Special Benefit Fund-Poli	19,964	21,993	23,245	21,192	25,525	83%	27,185		27,185	107%
212	Supplies-Fuel	15,766	16,698	23,045	15,682	27,500	57%	27,500		27,500	100%
214	Supplies-Dept	9,595	10,967	11,203	14,887	12,000	124%	11,000		11,000	92%
215	Supplies-Materials				1,591	0	***%			0	0%
217	Supplies-Uniforms	5,997	6,975	18,361	10,938	10,000	109%	10,000		10,000	100%
220	Alcohol & Drug Ed.			149	342	1,000	34%	1,000		1,000	100%
310	Travel and Transportation	1,253	1,695	2,555	2,166	2,500	87%	3,000		3,000	120%
320	Postage	265	260			0	0%			0	0%
324	Dues and Subscriptions	5,473	5,363	5,088	6,868	6,300	109%	6,300		6,300	100%
330	Utilities				4,025	0	***%			0	0%
331	Utilities-Street Lights				4,025	0	***%			0	0%
333	Utilities-Boat House and	384	334	405		500	0%	500		500	100%
353	Repairs and Maint-Equipme	1,726	3,993	4,020	2,307	3,750	62%	4,000		4,000	107%
354	Repairs and Maint-Vehicle	19,762	20,969	23,109	29,305	33,000	89%	25,000		25,000	76%
490	Miscellaneous	895	980	665		1,000	0%	1,000		1,000	100%
524	Computers		8,336	9,008	9,549	10,000	95%	10,000		10,000	100%
691	Contractual Services	5,955	5,931	7,829	4,339	20,050	22%	20,050		20,050	100%
	Account:	721,251	782,149	835,271	671,819	1,003,773	67%	1,050,735	0	1,050,735	105%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
434000	FIRE										
100	SALARIES	285,608	302,628	357,802	232,448	360,453	64%	449,000		449,000	125%
101	OVERTIME	27,472	17,890			20,000	0%	25,000		25,000	125%
102	Salaries-Part Time	22,101	20,131	22,746	11,084	35,000	32%	37,300		37,300	107%
109	FICA	24,681	25,531	28,213	22,398	31,795	70%	38,800		38,800	122%
110	Retirement	47,784	52,245	63,263	55,124	67,800	81%	82,700		82,700	122%
111	Group Insurance	51,275	59,796	62,898	45,971	66,200	69%	83,900		83,900	127%
120	401 (K) Contribution	12,073	13,440	14,317	10,842	18,723	58%	23,405		23,405	125%
212	Supplies-Fuel	13,025	13,053	16,011	11,473	20,000	57%	20,000		20,000	100%
214	Supplies-Dept	2,994	1,826	3,100	3,723	3,000	124%	4,000		4,000	133%
215	Supplies-Materials	4,533	6,349	7,934	8,558	9,000	95%	10,000		10,000	111%
217	Supplies-Uniforms	1,669	3,163	3,457	1,819	4,000	45%	6,000		6,000	150%
218	Supplies-Equipment	11,774	13,910	3,720	9,274	20,000	46%	21,000		21,000	105%
310	Travel and Transportation	5,032	3,964	3,331	2,981	5,000	60%	6,000		6,000	120%
320	Postage	206				0	0%			0	0%
324	Dues and Subscriptions	5,651	7,924	7,961	13,730	8,100	170%	9,500		9,500	117%
330	Utilities	9,729	9,366	12,510	3,977	11,500	35%	12,000		12,000	104%
351	Repairs and Maint-Grounds	5,203	4,843	8,674	9,862	5,000	197%	6,000		6,000	120%
353	Repairs and Maint-Equipme	10,350	14,954	11,967	6,184	15,000	41%	16,000		16,000	107%
354	Repairs and Maint-Vehicle	16,074	13,515	16,986	48,022	20,000	240%	21,000		21,000	105%
480	Rescue cost		9,760			0	0%			0	0%
490	Miscellaneous	3,003	1,465	1,561		3,000	0%	4,000		4,000	133%
514	Protective Clothing	9,977	8,425	10,150		14,000	0%	16,000		16,000	114%
553	RADIO REPLACEMENT	6,912	6,999	7,075	248	10,000	2%	10,000		10,000	100%
691	Contractual Services				274	0	***%			0	0%

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10 GENERAL FUND

Account	Object	Actuals				Current Budget 22-23	% Exp. 22-23	Prelim. Budget 23-24	Budget Changes 23-24	Final Budget 23-24	% Old Budget 23-24
		19-20	20-21	21-22	22-23						
693	Fairfield Volunteer Fire	107,458	107,458	67,000	67,000	67,000	100%	67,000		67,000	100%
694	Chimney Rock Volunteer Fi	45,000	45,000	35,000	35,000	35,000	100%	35,000		35,000	100%
695	Bills Creek Volunteer Fir	55,000	55,000	42,800	42,800	42,800	100%	42,800		42,800	100%
	Account:	784,584	818,635	808,476	642,792	892,371	72%	1,046,405	0	1,046,405	117%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
451000	PUBLIC WORKS-STREETS										
100	SALARIES	232,347	227,824	247,041	169,513	400,816	42%	295,000		295,000	74%
101	OVERTIME					15,000	0%	16,000		16,000	107%
103	Professional Services	1,004	470	1,563		0	0%			0	0%
109	FICA	18,923	17,248	18,415	14,045	31,392	45%	26,000		26,000	83%
110	Retirement	38,126	38,207	44,486	35,179	72,010	49%	70,000		70,000	97%
111	Group Insurance	36,759	38,950	43,126	33,556	77,220	43%	80,000		80,000	104%
120	401 (K) Contribution	10,257	10,061	9,827	7,877	20,555	38%	22,000		22,000	107%
211	Supplies-Automotive	12,433	12,927	21,801	14,463	25,000	58%	25,000		25,000	100%
212	Supplies-Fuel				976	0	***%			0	0%
214	Supplies-Dept	761	1,156	1,190	722	1,200	60%	1,200		1,200	100%
215	Supplies-Materials	21,941	22,257	23,266	9,625	35,000	28%	35,000		35,000	100%
217	Supplies-Uniforms	289	773	864	3,416	8,000	43%	8,000		8,000	100%
310	Travel and Transportation	387	32	414	111	500	22%	2,000		2,000	400%
331	Utilities-Street Lights	11,861	15,101	15,466	7,394	15,000	49%	15,000		15,000	100%
334	Utilities-Buildings	7,546	10,007	11,649	5,704	11,500	50%	15,000		15,000	130%
350	Repairs and Maint-Buildin	12,476	11,672	12,730	3,358	25,000	13%	30,000		30,000	120%
351	Repairs and Maint-Grounds	10,816	11,957	12,337	7,536	12,000	63%	12,000		12,000	100%
353	Repairs and Maint-Equipme	19,985	19,951	19,739	11,739	30,000	39%	30,000		30,000	100%
354	Repairs and Maint-Vehicle	17,264	16,059	29,834	8,191	20,000	41%	20,000		20,000	100%
550	Other Equipment				100	0	***%			0	0%
691	Contractual Services	530	570	535	180	4,000	5%	20,000		20,000	500%
	Account:	453,705	455,222	514,283	333,685	804,193	41%	722,200	0	722,200	90%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		19-20	20-21	21-22	22-23	22-23	22-23	23-24	23-24	23-24	23-24
472000	SANITATION										
691	Contractual Services	181,239	176,983	179,650	149,150	179,400	83%	180,000		180,000	100%
692	Contractual Services-Recy	14,864	14,372	16,536	14,888	14,400	103%	15,000		15,000	104%
696	Tipping Fees	30,856	37,857	31,898	28,683	38,000	75%	40,000		40,000	105%
	Account:	226,959	229,212	228,084	192,721	231,800	83%	235,000	0	235,000	101%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
473000	DAM/Watershed Protection										
190	Engineering Services		39,282	244,279		0	0%			0	0%
351	Repairs and Maint-Grounds			7,124	3,650	9,000	41%	10,000		10,000	111%
352	Repairs and Maint-Dam			13,438	5,844	14,000	42%	15,000		15,000	107%
	Account:		39,282	264,841	9,494	23,000	41%	25,000	0	25,000	109%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
492000	ECONOMIC DEVELOPMENT										
100	SALARIES	50,582	49,119	48,299	37,670	63,100	60%	67,500		67,500	107%
109	FICA	3,893	3,765	3,689	2,986	4,800	62%	5,125		5,125	107%
110	Retirement	7,783	8,258	8,708	7,402	11,400	65%	12,200		12,200	107%
111	Group Insurance	7,705	7,554	8,630	6,646	9,500	70%	10,450		10,450	110%
120	401 (K) Contribution	2,529	2,456	2,415	1,954	3,300	59%	3,525		3,525	107%
585	Community Branding	11,917	8,903	13,517	4,052	45,500	9%	20,000		20,000	44%
631	Chamber of Commerce Suppo	20,000	10,000			0	0%			0	0%
	Account:	104,409	90,055	85,258	60,710	137,600	44%	118,800	0	118,800	86%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		19-20	20-21	21-22	22-23	22-23	22-23	23-24	23-24	23-24	23-24
493000	COMMUNITY DEVELOPMENT										
100	SALARIES	106,553	104,906	116,247	115,972	279,601	41%	299,000		299,000	107%
103	Professional Services	4,500				0	0%			0	0%
109	FICA	7,034	6,508	8,845	9,263	21,227	44%	23,000		23,000	108%
110	Retirement	14,793	13,892	20,497	23,267	50,500	46%	54,000		54,000	107%
111	Group Insurance	13,311	11,050	16,630	16,495	38,410	43%	42,300		42,300	110%
120	401 (K) Contribution	2,929	1,674	3,127	2,483	13,930	18%	15,000		15,000	108%
180	Legal Services	17,048	12,607	10,989	11,256	20,000	56%	25,000		25,000	125%
212	Supplies-Fuel	637	293	237	378	1,000	38%	1,000		1,000	100%
214	Supplies-Dept	4,229	3,196	3,825	60	5,500	1%	6,000		6,000	109%
310	Travel and Transportation	2,348	90	1,585	1,732	4,000	43%	5,000		5,000	125%
320	Postage	185				0	0%			0	0%
324	Dues and Subscriptions	60	320	180	60	1,000	6%	2,000		2,000	200%
370	Advertising	272	483	456		1,000	0%	2,000		2,000	200%
410	RENTS				12,410	18,000	69%	20,000		20,000	111%
503	FIRE-Truck Replacement					0	0%	18,000		18,000	*****%
691	Contractual Services	13,624	15,246	16,232	1,500	17,000	9%	19,000		19,000	112%
	Account:	187,523	170,265	198,850	194,876	471,168	41%	531,300	0	531,300	113%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
500000	HUMAN SERVICES										
	500 CAPITAL OUTLAY				31,136		0 ***%				0 0%
	Account:				31,136		0 ***%	0	0		0 0%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
613000	PARKS, RECREATION & LAKE										
100	SALARIES	166,088	177,621	213,850	186,005	280,000	66%	299,000		299,000	107%
102	Salaries-Part Time	19,707	23,671	8,063	1,654	0	***%			0	0%
109	FICA	12,925	12,852	16,098	15,639	22,500	70%	24,000		24,000	107%
110	Retirement	27,239	30,019	38,375	41,359	51,000	81%	55,000		55,000	108%
111	Group Insurance	30,430	32,567	31,066	35,891	57,000	63%	62,700		62,700	110%
120	401 (K) Contribution	6,558	8,851	10,394	10,782	14,000	77%	15,000		15,000	107%
212	Supplies-Fuel	7,007	7,293	11,892	8,622	15,000	57%	15,000		15,000	100%
213	Supplies-Boat Fuel & Supp	10,239	9,368	7,701	4,980	12,000	42%	12,000		12,000	100%
214	Supplies-Dept	2,673	3,494	4,147	2,391	5,000	48%	5,000		5,000	100%
215	Supplies-Materials	23,206	23,923	16,339	840	25,000	3%	25,000		25,000	100%
216	Supplies-Fish Purchase	4,500	5,000	5,200		8,000	0%	8,000		8,000	100%
217	Supplies-Uniforms	613	988	543	1,145	1,500	76%	1,500		1,500	100%
219	Boat and Fishing Permits	4,507	4,307	6,348	5,737	6,500	88%	6,500		6,500	100%
310	Travel and Transportation	1,886	414	1,441	1,438	2,000	72%	3,000		3,000	150%
320	Postage	114				0	0%			0	0%
330	Utilities				1,198	6,700	18%	6,700		6,700	100%
331	Utilities-Street Lights				196	0	***%			0	0%
333	Utilities-Boat House and				68	0	***%			0	0%
335	Flowering Bridge Lighting	2,719	3,510	3,916	2,696	3,500	77%	3,500		3,500	100%
351	Repairs and Maint-Grounds	40,561	41,578	78,165	64,981	100,000	65%	85,000		85,000	85%
353	Repairs and Maint-Equipme	14,497	13,325	14,859	7,510	14,000	54%	14,000		14,000	100%
508	Rewrite Zoning & Land Dev					0	0%	40,500		40,500	*****%
524	Computers	1,405				0	0%			0	0%
634	Flowering Bridge	5,000	5,000			0	0%			0	0%

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10 GENERAL FUND

Account Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
691 Contractual Services	18,463	29,328	23,551	27,050	40,500	67%	40,500		40,500	100%
697 Dredging & Debris Removal	400,814	512,747	907,734	53,042		0 ***%			0	0%
Account:	801,151	945,856	1,399,682	473,224	664,200	71%	721,900	0	721,900	109%

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10 GENERAL FUND

Account Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
	19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
615000 BEACH & MARINA										
214 Supplies-Dept	1,930	809			2,000	0%	2,000		2,000	100%
350 Repairs and Maint-Buildin	2,838	2,237	2,643	342	4,000	9%	4,000		4,000	100%
351 Repairs and Maint-Grounds	9,880	10,118	9,617	8,259	10,200	81%	10,200		10,200	100%
353 Repairs and Maint-Equipme	1,124	228	599	1,740	1,300	134%	1,300		1,300	100%
Account:	15,772	13,392	12,859	10,341	17,500	59%	17,500	0	17,500	100%

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10 GENERAL FUND

Account Object	Actuals				Current Budget	% Exp.	Prelim. Budget	Budget Changes	Final Budget	% Old Budget
	19-20	20-21	21-22	22-23						
617000 GOLF										
350 Repairs and Maint-Buildin	3,561	2,700	4,367	35		0 ***%			0	0%
618 GOLF-Contractual Payments	100,000	100,000	99,370			0 0%			0	0%
691 Contractual Services	630	340	665			0 0%			0	0%
Account:	104,191	103,040	104,402	35		0 ***%	0	0	0	0%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
713000	WATER										
	353 Repairs and Maint-Equipme				-139	0	***%			0	0%
	Account:				-139	0	***%	0	0	0	0%

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10 GENERAL FUND

Account	Object	Actuals				Current Budget	% Exp.	Prelim. Budget	Budget Changes	Final Budget	% Old Budget
		19-20	20-21	21-22	22-23						
800000	CAPITAL OUTLAY/SPECIAL PROJECTS										
501	Morse Park Overlook			140,074		0	0%			0	0%
503	FIRE-Truck Replacement	13,810				0	0%			0	0%
504	VEHICLES			47,000		0	0%	60,000		60,000	*****
506	HVAC System/Police					15,000	0%			0	0%
513	FIRE-SCBA APPARATUS	35,000				0	0%	20,000		20,000	*****
516	PUBLIC SERVICES BLDG					50,000	0%	70,000		70,000	140%
521	SOFTWARE UPGRADE			7,500		0	0%			0	0%
522	Pool Creek Bridge Light R				14,380	10,000	144%			0	0%
523	PW-Pickup Truck Replaceme	44,715		43,533		0	0%			0	0%
524	Computers			24,904		0	0%			0	0%
526	Heart Monitor			51,520		0	0%			0	0%
527	TECH-Website Update		15,000			0	0%			0	0%
530	P&R-Mower			25,544	2,650	18,000	15%	115,000		115,000	639%
532	DUMP TRUCK	67,160				0	0%			0	0%
535	Trail Maintenance			50,000		0	0%			0	0%
536	PR&L-Truck Replacement	38,518	50,712	48,963		0	0%			0	0%
540	COMM DEV - Motor Vehicles	30,802				0	0%			0	0%
541	POLICE-Vehicles		95,000	105,617	42,320	57,000	74%	120,000		120,000	211%
542	Utility Terrain Vehicle	10,626				0	0%			0	0%
545	Boat Motor			19,270		0	0%			0	0%
548	Parking Lot		39,338	47,980		200,000	0%			0	0%
550	Other Equipment				187,585	155,000	121%	6,000		6,000	4%
551	SIGN	5,648		18,500		0	0%			0	0%
553	RADIO REPLACEMENT	4,750		5,600		0	0%			0	0%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		19-20	20-21	21-22	22-23	22-23	22-23	23-24	23-24	23-24	23-24
555	PW Storage Bldg					450,000	0%			0	0%
556	Morse Park	6,500				0	0%			0	0%
558	Small Area Recreation Pla			38,063		0	0%			0	0%
559	PW BLDG-Renovations	19,686	61,800		25,500	40,000	64%			0	0%
567	PUMP STATION EQUIPMENT	28,167				0	0%			0	0%
569	MDT'S	3,402				0	0%			0	0%
573	Barge/Excavator			206,017		0	0%			0	0%
574	E-Bikes-Fire Dept.			9,770		0	0%			0	0%
576	DAM-AUTOMATION			325,016	216,833	256,560	85%			0	0%
586	RECODIFICATION		10,200			0	0%			0	0%
587	DAM BOOM REPLACEMENT			42,013		70,000	0%			0	0%
592	PW-Street Paving	57,966	191,443	180,219	46,323	174,000	27%	175,000		175,000	101%
593	Docks			71,585		0	0%			0	0%
594	Cart Paths	4,400				0	0%			0	0%
616	Golf Course Planning		11,250			0	0%			0	0%
623	Fence & Gates		18,000			0	0%			0	0%
697	Dredging & Debris Removal				769,226	1,000,000	77%	1,000,000		1,000,000	100%
	Account:	371,150	492,743	1,508,688	1,304,817	2,495,560	52%	1,566,000	0	1,566,000	63%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
910000	DEBT SERVICE										
503	FIRE-Truck Replacement	10,381				0	0%			0	0%
504	VEHICLES	9,114	30,069	51,026	39,415	44,500	89%	44,500		44,500	100%
531	FIRE-Fire Engine	43,606	44,001	45,206		46,300	0%			0	0%
532	DUMP TRUCK		16,000			0	0%			0	0%
541	POLICE-Vehicles	20,945		34,654	5,831	17,225	34%	17,225		17,225	100%
544	Work Truck	14,110				0	0%	15,000		15,000	*****%
550	Other Equipment	23,609	27,083	26,063	41,078	144,500	28%	144,500		144,500	100%
561	Brdwalk-Marina Bay	47,712	48,273	98,844		101,900	0%	101,900		101,900	100%
570	Land	376,185				0	0%			0	0%
573	Barge/Excavator			72,149	116,988	0	***%			0	0%
622	LAKE-Marina Slips	65,000	65,000	32,500		0	0%			0	0%
624	ADMIN-Strip Center Memori	353,908				0	0%			0	0%
700	DEBT SERVICE				1,432	0	***%			0	0%
720	Bond Interest	46,899	30,051	55,687	23,170	58,500	40%	58,500		58,500	100%
	Account:	1,011,469	260,477	416,129	227,914	412,925	55%	381,625	0	381,625	92%

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10 GENERAL FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		22-23	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
920000	Non-Governmental										
130	Unemployment	1,377	753		4,211	5,000	84%	5,000		5,000	100%
450	Insurance	126,564	144,547	158,894	172,115	165,000	104%	180,000		180,000	109%
751	Bank Fees	3,425	45	874	7	2,500	0%	3,000		3,000	120%
	Account:	131,366	145,345	159,768	176,333	172,500	102%	188,000	0	188,000	109%

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10 GENERAL FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
980000	TRANSFERS										
967	Transfer to Capital Reser	243,762	483,936	1,600,000		1,600,000	0%	1,600,000		1,600,000	100%
	Account:	243,762	483,936	1,600,000		1,600,000	0%	1,600,000	0	1,600,000	100%
	Fund:	6,069,241	6,126,787	9,368,407	5,163,384	10,183,306	51%	9,589,465	0	9,589,465	94%

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21 Capital Reserve Fund

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
980000	TRANSFERS										
958	Transfer to Fund Balance					1,150,000	0%	1,600,000		1,600,000	139%
966	Transfer To General	225,000	11,728			450,000	0%			0	0%
	Account:	225,000	11,728			1,600,000	0%	1,600,000	0	1,600,000	100%
	Fund:	225,000	11,728			1,600,000	0%	1,600,000	0	1,600,000	100%

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22 DAM Capital Projects Fund

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
714000	SEWER										
	190 Engineering Services				43,355	0 ***%				0	0%
	Account:				43,355	0 ***%		0	0	0	0%
	Fund:				43,355	0 ***%		0	0	0	0%

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Account	Object	Actuals				Current Budget 22-23	% Exp. 22-23	Prelim. Budget 23-24	Budget Changes 23-24	Final Budget 23-24	% Old Budget 23-24
		19-20	20-21	21-22	22-23						
413000	ADMINISTRATION										
	963 Transfer to Water/Sewer			183,888		0 0%				0 0%	
	Account:			183,888		0 ***%	0	0		0 0%	
	Fund:			183,888		0 0%	0	0		0 0%	

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44 STRIP CENTER PURCHASE AND IMPROVEMENTS CAPITAL PROJ FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
		22-23	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24	23-24
980000	TRANSFERS										
966	Transfer To General	129,866				0	0%			0	0%
	Account:	129,866				0	***%	0	0	0	0%
	Fund:	129,866				0	0%	0	0	0	0%

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45 MARINA/BRDWALK CAPITAL PROJECT FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
618000	LAKE										
547	CAMERAS/CAMERAS	6,520	10,772			0	0%			0	0%
593	Docks	899,554	123,065			0	0%			0	0%
599	Demolition	35,000				0	0%			0	0%
619	LAKE-Boat Ramp	22,550	167			0	0%			0	0%
970	Contingency		50	90		0	0%			0	0%
	Account:	963,624	134,054	90		0	***%	0	0	0	0%
	Fund:	963,624	134,054	90		0	0%	0	0	0	0%

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52 Low Pressure Sewer Capital Projects Fund

Account	Object	Actuals				Current Budget	% Exp.	Prelim. Budget	Budget Changes	Final Budget	% Old Budget
		19-20	20-21	21-22	22-23						
800000 CAPITAL OUTLAY/SPECIAL PROJECTS											
190	Engineering Services	46,681				0	0%			0	0%
	Account:	46,681				0	***%	0	0	0	0%
	Fund:	46,681				0	0%	0	0	0	0%

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53 WATER AND SEWER FUND

Account Object	Actuals				Current Budget 22-23	% Exp. 22-23	Prelim. Budget 23-24	Budget Changes 23-24	Final Budget 23-24	% Old Budget 23-24
	19-20	20-21	21-22	22-23						
713000 WATER										
100 SALARIES	51,176	24,590			0	0%	150,000		150,000	*****%
103 Professional Services	1,400				0	0%			0	0%
109 FICA	2,423	1,839			0	0%	11,200		11,200	*****%
110 Retirement	5,067	4,275			0	0%	24,000		24,000	*****%
111 Group Insurance	5,291	3,752			0	0%	20,000		20,000	*****%
120 401 (K) Contribution	1,210				0	0%	7,500		7,500	*****%
212 Supplies-Fuel	3,122	1,161		35	0	***%			0	0%
214 Supplies-Dept	6,638	6,831	7,548	388	15,000	3%	15,000		15,000	100%
310 Travel and Transportation		145	205	440	4,000	11%	4,000		4,000	100%
321 Telephone	419	483			0	0%			0	0%
324 Dues and Subscriptions	495	707	1,355	160	2,000	8%	2,000		2,000	100%
330 Utilities	14,801	15,125	15,388	10,991	15,000	73%	15,000		15,000	100%
350 Repairs and Maint-Buildin	18,663	18,044	16,263	12,579	20,000	63%	20,000		20,000	100%
353 Repairs and Maint-Equipme	14,049	12,543	11,612	17,918	30,000	60%	60,000		60,000	200%
354 Repairs and Maint-Vehicle	561	1,175		50	0	***%			0	0%
358 Repairs and Maint-Lines	11,602	10,442	12,087		18,000	0%	18,000		18,000	100%
430 Equipment Rental		180			500	0%	500		500	100%
691 Contractual Services	16,670	21,468	18,990	19,410	20,000	97%	24,000		24,000	120%
964 Transfer to General - ADM	7,500				0	0%			0	0%
Account:	161,087	122,760	83,448	61,971	124,500	50%	371,200	0	371,200	298%

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53 WATER AND SEWER FUND		Actuals				Current Budget	% Exp.	Prelim. Budget	Budget Changes	Final Budget	% Old Budget	
Account	Object	19-20	20-21	21-22	22-23	22-23	22-23	23-24	23-24	23-24	23-24	
714000	SEWER											
100	SALARIES	33,682					0	0%			0	0%
101	OVERTIME	147					0	0%			0	0%
103	Professional Services	241	1,560		300	3,000	10%	3,000			3,000	100%
109	FICA	1,813					0	0%			0	0%
110	Retirement	3,724					0	0%			0	0%
111	Group Insurance	3,890		76			0	0%			0	0%
120	401 (K) Contribution	1,210					0	0%			0	0%
190	Engineering Services	81,491	161,693	435,156			0	0%			0	0%
214	Supplies-Dept	124	674	418	76	800	10%	800			800	100%
215	Supplies-Materials	215,788	214,976	209,937	88,795	180,000	49%	180,000			180,000	100%
217	Supplies-Uniforms				200		0	***%			0	0%
310	Travel and Transportation			1,356	952	4,000	24%	6,000			6,000	150%
320	Postage	1,414	1,825	2,674	8,980	4,000	225%	4,000			4,000	100%
321	Telephone	1,424	1,500				0	0%			0	0%
330	Utilities	12,647	15,977	14,993	6,594	16,000	41%	16,000			16,000	100%
350	Repairs and Maint-Buildin	1,020	950	35,808	10,270	20,000	51%	25,000			25,000	125%
353	Repairs and Maint-Equipme	9,404	9,993	19,343	21,873	45,000	49%	45,000			45,000	100%
355	Repairs and Maint-Collect	15,280	18,374	28,418	4,278	25,000	17%	25,000			25,000	100%
358	Repairs and Maint-Lines				705		0	***%	15,000		15,000	*****%
550	Other Equipment				14,938	155,000	10%				0	0%
613	Manhole Rehabi Project				129,044		0	***%			0	0%
690	Contractual Services-Slud	113,072	158,207	177,234	69,321	160,000	43%	160,000			160,000	100%
691	Contractual Services	66,403	28,628	78,113	34,622	79,000	44%	79,000			79,000	100%
699	Contractual Services-WWTP	123,265	124,689	123,774	11,277	40,000	28%	40,000			40,000	100%

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53 WATER AND SEWER FUND

Account	Object	Actuals				Current Budget	% Exp.	Prelim. Budget	Budget Changes	Final Budget	% Old Budget
		19-20	20-21	21-22	22-23						
963	Transfer to Water/Sewer	1,061,835				0	0%			0	0%
964	Transfer to General - ADM	7,500				0	0%			0	0%
Account:		1,755,374	739,046	1,127,300	402,225	731,800	55%	598,800	0	598,800	82%

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53 WATER AND SEWER FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
720000	ELECTRIC OPERATIONS										
330	Utilities				28	0	***%			0	0%
	Account:				28	0	***%	0	0	0	0%

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53 WATER AND SEWER FUND		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
800000	CAPITAL OUTLAY/SPECIAL PROJECTS										
	356 Repairs and Maint-Pumps a					0	0%	90,000		90,000	*****%
	505 HYDRO-Emergency Small Gen					0	0%	12,000		12,000	*****%
	511 WATER METERS					200,000	0%			0	0%
	520 Gate Valve Repair	58,982				0	0%			0	0%
	523 PW-Pickup Truck Replaceme					0	0%	48,000		48,000	*****%
	544 Work Truck					0	0%	75,000		75,000	*****%
	547 CAMERAS/CAMERAS					8,500	0%	95,000		95,000	1118%
	557 FIREFLY COVE SYSTEM		9,000	30,125		250,000	0%			0	0%
	583 SEWER-Jetter/camera			70,153		0	0%			0	0%
	598 SEWER-Manhole Repairs			17,162		0	0%			0	0%
	613 Manhole Rehabi Project			274,955		0	0%			0	0%
	Account:	58,982	9,000	392,395		458,500	0%	320,000	0	320,000	70%

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53 WATER AND SEWER FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
820000	BONUSES (PERFORMANCE & LONGEVITY										
100	SALARIES					0	0%	15,000		15,000	*****%
	Account:					0	***%	15,000	0	15,000	*****%

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53 WATER AND SEWER FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
910000	DEBT SERVICE										
611	SRL Fund Project	55,954	55,954	55,954	2,579	55,955	5%			0	0%
612	Joint Wrapping Project	63,990	63,990	63,990		63,990	0%			0	0%
720	Bond Interest	9,028	7,738	6,449		5,160	0%			0	0%
	Account:	128,972	127,682	126,393	2,579	125,105	2%	0	0	0	0%

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53 WATER AND SEWER FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
980000	TRANSFERS										
958	Transfer to Fund Balance					365,455	0%	345,360		345,360	95%
	Account:					365,455	0%	345,360	0	345,360	95%
	Fund:	2,104,415	998,488	1,729,536	466,803	1,805,360	26%	1,650,360	0	1,650,360	91%

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56 ELECTRIC FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
72000											
	353 Repairs and Maint-Equipme				48	0	***%			0	0%
	Account:				48	0	***%	0	0	0	0%

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56 ELECTRIC FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
720000	ELECTRIC OPERATIONS										
100	SALARIES	125,364	164,509	203,053	151,777	87,500	173%	62,000		62,000	71%
101	OVERTIME	14,645	8,838	4,114		0	0%			0	0%
103	Professional Services		32,914	39,472		40,000	0%	40,000		40,000	100%
109	FICA	11,344	13,160	13,720	13,073	6,950	188%	4,800		4,800	69%
110	Retirement	23,267	26,761	38,276	32,783	15,000	219%	12,090		12,090	81%
111	Group Insurance	22,751	22,598	24,932	19,697	10,000	197%	10,000		10,000	100%
120	401 (K) Contribution	3,810	6,895	7,720	5,948	4,313	138%	4,500		4,500	104%
190	Engineering Services	138,980				0	0%			0	0%
212	Supplies-Fuel	2,876	3,282	7,023	5,120	6,000	85%	6,000		6,000	100%
214	Supplies-Dept	1,883	3,565	6,762	257	6,200	4%	6,200		6,200	100%
310	Travel and Transportation	878	2,714	2,875		0	0%			0	0%
320	Postage				44	0	***%			0	0%
321	Telephone	2,369	2,003	2,635	1,247	3,000	42%	3,000		3,000	100%
330	Utilities	3,896	3,870	3,114	2,508	6,000	42%	6,000		6,000	100%
350	Repairs and Maint-Buildin	10,084	9,995	9,739	2,703	15,000	18%	25,000		25,000	167%
351	Repairs and Maint-Grounds	9,574	8,709			0	0%			0	0%
352	Repairs and Maint-Dam	13,526	13,401		124	0	***%			0	0%
353	Repairs and Maint-Equipme	18,742	24,241	28,927	1,948	40,000	5%	40,000		40,000	100%
689	Contract Services-J. Wils	12,105				0	0%			0	0%
691	Contractual Services	7,993	16,987	43,321	2,640	42,000	6%	42,000		42,000	100%
964	Transfer to General - ADM	15,000				0	0%			0	0%
967	Transfer to Capital Reser					0	0%	38,560		38,560	*****
	Account:	439,087	364,442	435,683	239,869	281,963	85%	300,150	0	300,150	106%

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56 ELECTRIC FUND

Account	Object	Actuals				Current Budget 22-23	% Exp. 22-23	Prelim. Budget 23-24	Budget Changes 23-24	Final Budget 23-24	% Old Budget 23-24
		19-20	20-21	21-22	22-23						
800000	CAPITAL OUTLAY/SPECIAL PROJECTS										
450	Insurance	43,593	14,375			0	0%			0	0%
507	HYDRO-Lighting Upgrade			6,800		0	0%			0	0%
533	Taintor Gate Repairs		14,064			0	0%			0	0%
537	HYDRO-Penstock Repairs	392,696				0	0%			0	0%
552	Oil Coolers/Generators		30,900			0	0%			0	0%
580	HYDRO-Head Gate Hoist	77,825				0	0%			0	0%
582	HYDRO-ButterflyPensock Re	83,587				0	0%			0	0%
588	Small Unit-Bearing Work	119,222	173,946			0	0%			0	0%
590	Other structures, improve			6,200		0	0%			0	0%
621	VENTILATION FAN			7,640		0	0%			0	0%
	Account:	716,923	233,285	20,640		0	***%	0	0	0	0%

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56 ELECTRIC FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
980000	TRANSFERS										
958	Transfer to Fund Balance					118,187	0%			0	0%
	Account:					118,187	0%	0	0	0	0%
	Fund:	1,156,010	597,727	456,323	239,917	400,150	60%	300,150	0	300,150	75%

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58 Capital Sewer Project Fund		Actuals				Current	%	Prelim.	Budget	Final	% Old
Account	Object	19-20	20-21	21-22	22-23	Budget	Exp.	Budget	Changes	Budget	Budget
						22-23	22-23	23-24	23-24	23-24	23-24
714000	SEWER										
	190 Engineering Services				886,687	0	***%			0	0%
	573 Barge/Excavator				479,848	0	***%			0	0%
	635 Contract for Design Build				640,000	0	***%			0	0%
	691 Contractual Services				27,250	0	***%			0	0%
	760 Closing Cost				45,686	0	***%			0	0%
	Account:				2,079,471	0	***%	0	0	0	0%
	Fund:				2,079,471	0	***%	0	0	0	0%

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75 CHIMNEY ROCK WATER FUND

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	% Old
		19-20	20-21	21-22	22-23	Budget 22-23	Exp. 22-23	Budget 23-24	Changes 23-24	Budget 23-24	Budget 23-24
713000	WATER										
214	Supplies-Dept	1,680	959	328	1,638	0	***%			0	0%
320	Postage	229	456	472	538	0	***%			0	0%
353	Repairs and Maint-Equipme		1,650	9,400		0	0%			0	0%
691	Contractual Services	17,989	18,104	15,685		0	0%			0	0%
968	Payments to Chimney Rock	54,412	64,535	70,588	58,849	0	***%			0	0%
	Account:	74,310	85,704	96,473	61,025	0	***%	0	0	0	0%
	Fund:	74,310	85,704	96,473	61,025	0	***%	0	0	0	0%
											%
Grand Total:		10,769,147	7,954,488	11,834,717	8,053,955	13,988,816		13,139,975	0	13,139,975	

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

Meeting Date: May 24, 2023

SUBJECT: Resolution No. 23-05-24 Awarding Lake Lure Dam Reservoir Drain
Construction Contract to Morgan Corporation

AGENDA INFORMATION:

Item Number: IV
Department: Dam
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Project Manager Michael Dydula and Schnabel Engineering's Jonathan Pittman have tabulated and reviewed the bids submitted for the Lake Lure Dam Reservoir Drain Construction. There were two bidders, Morgan Corporation and Kiewit Infrastructure South Co. Morgan Corporation submitted the apparent low bid at a price of \$7,463,660. Town staff and Schnabel Engineering recommend that the Lake Lure Dam Reservoir Drain Construction Contract be awarded to Morgan Corporation.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-05-24 Awarding Lake Lure Dam Reservoir Drain Construction Contract to Morgan Corporation

ATTACHMENTS:

Resolution No. 23-05-24 Awarding Lake Lure Dam Reservoir Drain Construction Contract to Morgan Corporation; Construction Contract Award Recommendation

STAFF'S COMMENTS AND RECOMMENDATIONS:

Town staff and Schnabel Engineering recommend that the Lake Lure Dam Reservoir Drain Construction Contract be awarded to Morgan Corporation.



RESOLUTION NO. 23-05-24

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
AWARDING LAKE LURE DAM RESERVOIR DRAIN CONSTRUCTION CONTRACT
TO MORGAN CORPORATION**

WHEREAS, the Construction of the Town of Lake Lure Dam Reservoir Drain is crucial to the integrity of Town infrastructure and supports infrastructure projects; and

WHEREAS, The Town of Lake Lure advertised bids for the construction of the Lake Lure Dam Reservoir Drain in accordance with North Carolina General Statute Chapter 143 Article 3; and

WHEREAS, The Town received two bids and Morgan Corporation submitted the apparent low bid at a price of \$7,463,660; and

WHEREAS, Town staff and Schnabel Engineering tabulated and reviewed bids, and determined Morgan Corporation's bid to be responsive and responsible.

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

SECTION ONE. Town Council hereby awards the Lake Lure Dam Reservoir Drain Construction Contract to apparent low bidder, Morgan Corporation.

SECTION TWO. Town Council authorizes the Town Manager to execute the Lake Lure Dam Reservoir Drain Construction Contract.

READ APPROVED AND ADOPTED this 24th day of May, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

May 4, 2023

Mr. Michael Dydula, PE
Project Manager
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

**Subject: Lake Lure Dam Reservoir Drain – Construction Contract Award Recommendation,
Town of Lake Lure, North Carolina**

Dear Mr. Dydula:

We have tabulated and reviewed the bids submitted for the Lake Lure Dam Reservoir Drain construction project on April 11, 2023. Bids were submitted by Morgan Corporation (Morgan) and Kiewit Infrastructure South Co. (Kiewit). Morgan's total bid price was \$7,463,660.00, and Kiewit's total bid price was \$9,693,800.00. No mathematical or transcription errors were found in the bids. A tabulation of the bids is included as an attachment to this letter.

The bids submitted by Morgan and Kiewit are complete as required by the Project Manual, including the bid form, bid security, evidence of authority to do business in North Carolina, contractor licensing information, qualifications and supporting data, and schedule. The qualifications and supporting data provided by Morgan and Kiewit demonstrate that both contractors are qualified to perform this project. The schedules provided by Morgan and Kiewit indicate that they plan to achieve substantial completion in 340 calendar days and 322 calendar days, respectively, of contract award. These durations are more than double the contract duration of 150 calendar days for substantial completion included in the bid documents.

Based on our review of the contents of the apparent low bid submitted by Morgan, we consider the bid to be responsive and responsible. In addition, based on our video conference with Morgan and the Town of Lake Lure on April 25, 2023, it is our opinion that Morgan understands the project requirements and are comfortable with the bid prices provided. Therefore, we recommend the project be awarded to Morgan. As previously discussed with the Town, following contract award we will work with Morgan to identify potential adjustments that could lead to cost and schedule efficiencies, though based on previous conversations, we understand these opportunities are limited.

Please note that financial information provided by Morgan and Kiewit should not be made publicly available and/or subject to FOIA requests, as agreed to in Bid Addendum No. 1 dated February 21, 2023.

We appreciate the opportunity to be of service for this project. Please contact us with any questions regarding this letter.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



Jonathan Pittman, PE
Principal / Project Manager

JP:BS:CJ

Attachment:

- 1) Bid Tabulation

Engineer's Bid Tabulation and Comparison

Project Name: Lake Lure Dam - Reservoir Drain

Prepared By: Schnabel Engineering South, PC

Bid Opening Date: April 11, 2023

Bid Item	Bid Item Description	Estimated Quantity	Unit	Morgan Corp.			Kiewit Infrastructure South Co.			Avg Unit Price From Bidders	Avg Percent of Bid Total	Difference Between Bidders (High Bidder - Low Bidder)
				Unit Price	Total	Percent of Bid Total	Unit Price	Total	Percent of Bid Total			
1	Mobilization and Demobilization	1	LS	\$350,000	\$350,000	5%	\$915,000	\$915,000	9%	\$632,500	7%	\$565,000
2	Contractor Quality Control	1	LS	\$200,000	\$200,000	3%	\$215,000	\$215,000	2%	\$207,500	2%	\$15,000
3	Temporary Facilities and Controls	1	LS	\$1,355,000	\$1,355,000	18%	\$1,280,000	\$1,280,000	13%	\$1,317,500	16%	(\$75,000)
4	Construction Surveying	1	LS	\$100,000	\$100,000	1%	\$715,000	\$715,000	7%	\$407,500	4%	\$615,000
5	Control of Water	1	LS	\$205,000	\$205,000	3%	\$345,000	\$345,000	4%	\$275,000	3%	\$140,000
6	Structure Demolition	1	LS	\$350,000	\$350,000	5%	\$425,000	\$425,000	4%	\$387,500	5%	\$75,000
7	Cast-In-Place Concrete	1	LS	\$1,550,000	\$1,550,000	21%	\$1,960,000	\$1,960,000	20%	\$1,755,000	20%	\$410,000
8	Upstream Bulkhead and Portal	1	LS	\$1,082,000	\$1,082,000	14%	\$872,900	\$872,900	9%	\$977,450	12%	(\$209,100)
9	Upstream Trash Rack	1	LS	\$200,000	\$200,000	3%	\$625,000	\$625,000	6%	\$412,500	5%	\$425,000
10	Reservoir Drain Pipe	1	LS	\$1,072,000	\$1,072,000	14%	\$1,180,000	\$1,180,000	12%	\$1,126,000	13%	\$108,000
11	Knife Gate Valve Installation	1	LS	\$45,000	\$45,000	1%	\$100,000	\$100,000	1%	\$72,500	1%	\$55,000
12	Jet Flow Gate Valve Installation	1	LS	\$9,900	\$9,900	0%	\$90,000	\$90,000	1%	\$49,950	1%	\$80,100
13	Valve Electrical Service	1	LS	\$100,000	\$100,000	1%	\$400,000	\$400,000	4%	\$250,000	3%	\$300,000
14	Unclassified Excavation and Dewatering	500	CY	\$135	\$67,500	1%	\$175	\$87,500	1%	\$155	1%	\$20,000
15	Rock Excavation	50	CY	\$332	\$16,600	0%	\$450	\$22,500	0%	\$391	0%	\$5,900
16	Rock Foundation Preparation	460	SY	\$121	\$55,660	1%	\$65	\$29,900	0%	\$93	1%	(\$25,760)
17	Backfill Concrete	100	CY	\$1,100	\$110,000	1%	\$750	\$75,000	1%	\$925	1%	(\$35,000)
18	Encasement Backfill	400	CY	\$150	\$60,000	1%	\$165	\$66,000	1%	\$158	1%	\$6,000
19	Erosion and Sedimentation Controls	1	LS	\$50,000	\$50,000	1%	\$40,000	\$40,000	0%	\$45,000	1%	(\$10,000)
20	Sanitary Sewer Piping Relocation	1	LS	\$485,000	\$485,000	6%	\$250,000	\$250,000	3%	\$367,500	5%	(\$235,000)

TOTAL

\$7,463,660

\$9,693,800

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

Meeting Date: May 24, 2023

SUBJECT: Resolution No. 23-05-24 Approving Schnabel Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam

AGENDA INFORMATION:

Item Number: V
Department: Dam
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Schnabel Engineering submitted a proposal for Work Order No. 7A for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam. Such services include providing construction phase services for the installation of the reservoir drain at Lake Lure Dam. Services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina. The lump sum for Work Order No. 7A is listed at \$797,493.22.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 23-05-24 Approving Schnabel Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam.

ATTACHMENTS:

Resolution No. 23-05-24 Approving Schnabel Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam;
Proposed Schnabel Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam

STAFF'S COMMENTS AND RECOMMENDATIONS:

Town staff recommends approval.



RESOLUTION NO. 23-05-24A

**RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE
APPROVING SCHNABEL WORK ORDER NO. 7A – RESERVOIR DRAIN
CONSTRUCTION SERVICES**

WHEREAS, the Town of Lake Lure entered into a professional services agreement with Schnabel Engineering on September 12, 2018 for dam related services; and

WHEREAS, Schnabel Engineering has submitted a proposal for Work Order No. 7A for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam; and

WHEREAS, Schnabel’s services include providing construction phase services for the installation of the reservoir drain at Lake Lure Dam; and

WHEREAS, services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina; and

WHEREAS, the lump sum of the services listed in proposed Work Order No. 7A is \$797,493.22.

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 Schnabel Engineering Work Order. No. 7A for the professional dam engineering services associated with the construction of the planned reservoir drain at the Lake Lure Dam.

READ APPROVED AND ADOPTED this 24th day of May, 2023

ATTEST:

Olivia Stewman, Town Clerk

Mayor Carol C. Pritchett

May 8, 2023

Mr. Michael Dydula, PE
Project Manager
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: 18P21021.04.02, Work Order No. 7A, Professional Dam Engineering Services for the Reservoir Drain Construction at Lake Lure Dam, Lake Lure, North Carolina

Dear Mr. Dydula:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this work order proposal for professional dam engineering services associated with the construction of the planned reservoir drain at Lake Lure Dam.

BACKGROUND

The Town of Lake Lure (Town) is implementing the reservoir drain as the first phase in the overall rehabilitation of Lake Lure Dam. In addition to addressing a major dam safety requirement, the reservoir drain will allow the Town to further lower the reservoir level, beyond the limitations of the existing spillway gates, to support the rehabilitation of the sanitary sewer system and additional maintenance activities such as lake dredging or work on the spillway gates. During the virtual workshop held on March 17, 2020, with representatives from the Town, the Town's consultants, NCDEQ Dam Safety, and the regulatory agencies responsible for the sanitary sewer system, NCDEQ Dam Safety indicated that they were agreeable to this phased approach of first installing the reservoir drain. The reservoir drain design is complete and has been approved by NCDEQ Dam Safety. Bids were received on April 11, 2023, and the apparent low bidder is Morgan Corporation (Morgan) of Spartanburg, SC. The Town intends to award the reservoir drain construction contractor to Morgan during their next work session on May 9 or 10, 2023, and provide Notice-to-Proceed shortly thereafter pending easement acquisition and environmental permit approvals. The Town has procured the reservoir drain valves under a separate contract, and valve delivery is tentatively scheduled for summer 2023.

SCOPE OF SERVICES

The objectives of Schnabel's services proposed under this work order are to provide construction phase services for the installation of the reservoir drain at Lake Lure Dam. Services for this project will be performed under the supervision of a Professional Engineer(s) licensed in the State of North Carolina. The scope of services for this portion of the project is described in detail below.

Task 01 – Construction Phase Services

The construction services scope of work proposed herein includes providing construction observation and documentation as will be required by the contract documents. In addition, Schnabel will provide contract administration services for the execution of the contract between the Owner (Town) and the selected Contractor. This is a unique project requiring a high level of engineering support and observation during construction since the work will be performed under near full head conditions (at or above the existing spillway gate sill elevation). As a result, Schnabel proposes to provide an on-site Resident Project Representative (RPR) to meet the quality assurance demands of the project. Our fees for this work order are based on the construction schedule provided by Morgan with their bid, which indicates a construction duration of 12 months. As indicated in the table below, we have assumed some construction activities will require full-time oversight by our RPR while other construction activities will only require periodic oversight by our RPR and/or engineering staff.

Roles and Responsibilities:

Schnabel's construction project team will consist of the following staff:

- Project Manager
- Project Engineer / Engineer-of-Record (EOR)
- Contract Administrator
- Resident Project Representative (RPR)
- Support Engineers to assist with construction observation, documentation, answer questions, confirm criteria, review submittals, respond to RFIs, review change orders, evaluate differing site conditions, etc.
- Construction Field Technicians, as necessary, to support the RPR with quality assurance observation and testing

The management of the project engineering team will be the responsibility of the Project Manager, and the Project Manager will also be the liaison with the Town. The Project Engineer / Engineer-of-Record (EOR) will be professionally responsible for evaluating the construction's conformance with the approved design documents. Our Project Engineer, Contract Administrator, and/or their designated representative(s) will make bi-weekly site visits and attend on-site progress meetings with the Town and the selected Contractor. We have allocated 24 hours per month on average for these site visits and meetings plus additional general coordination with our RPR and the selected Contractor and technical reviews. We have also allocated an additional 4 hours per week for routine project management activities.

Administrative issues pertaining to the Contract Documents, including Requests for Interpretation (RFIs), pay requests, work directives, change orders, shop drawings, submittals, and managing paperwork flow to the proper engineer review team, will be coordinated through and by the Contract Administrator. The Contract Administrator is budgeted for 8 hours per week for the duration of construction.

Support Engineers will be available to our project team to review submittals from the Contractor for items like dewatering, excavation, foundation anchors, reservoir drain gate/valve installation, concrete batching, concrete placement (steel tying, formwork, concrete pumping, and consolidation), reservoir drain gate/valve testing and commissioning, test data review, and other engineering aspects of the project.

Support engineering site visits are also anticipated to observe key aspects of construction and to assist the project team with unforeseen issues, clarify design intent, and resolve acceptability of questionable work. We have allocated 8 hours per week as a combined total for engineering support. In addition, we have included four shop inspections during fabrication, including one of the bulkhead, trash rack, knife gate valve, and jet flow gate valve.

Schnabel will also provide construction observation services to provide the selected Contractor with a clear understanding of the design approach and validate that activities are completed in a manner appropriate to the needs of the project. As a part of the quality assurance plan, Schnabel's RPR will provide the following services:

- Attend project coordination and construction progress meetings.
- Observe construction layout of the project.
- Take pre-construction site photographs to validate site conditions prior to the initiation of contractor activities at the site.
- Observe the selected Contractor's activities for compliance of work with the contract documents.
- Observe materials delivered to the site and compare to approved shop drawings and/or specification requirements.
- Assess performance of the work in relation to the project schedule.
- Maintain detailed log books; take photographs of all work in progress; document manpower and equipment on site; and prepare reports for concrete placements, structural modifications, and other activities at the sites.
- Provide regular contact and coordination with our EOR and designated personnel from the Town and other agencies.
- Coordinate site activities with the selected Contractor and review the selected Contractor's monthly payment estimates before they are submitted to the Town for processing.
- Manage and/or perform the required quality assurance testing and sample preparation activities in coordination with local quality assurance technicians (see below) and the selected Contractor's quality control personnel.
- Maintain record drawing information and coordinate Contractor record drawing information for use in developing complete record drawings of the projects.

Based on the construction schedule provided by Morgan, we have assumed the following level of oversight by our RPR:

Construction Activity	Estimated Duration	Assumed Level of Oversight
Access and Demolition	8 weeks	2 days per week
Excavation and Foundation Preparation	6 weeks	5 days per week
Phase 1 Concrete	13 weeks	3 days per week
Upstream/Underwater Work and Portal Penetration	6 weeks	5 days per week
Reservoir Drain Liner, Phase 2 Concrete, and Gate Installation	13 weeks	2 days per week
Electrical Service, Valve Commissioning, and Site Restoration	4 weeks	2 days per week

In addition to the RPR and engineering support through construction, Schnabel will subcontract with a local construction testing firm to perform field and laboratory quality assurance testing services for concrete. Based on our experience with similar projects, we have assumed that technician support will be required for up to 16 full-day site visits, primarily during Phase 1 and Phase 2 concrete construction.

Close-Out Documents:

Project close-out documents will include final record documents prepared by Schnabel and reservoir drain operation and maintenance instructions provided by the gate/valve manufacturer. The Contract Administrator will coordinate development of the Record Drawings. He or she will consolidate our records with those maintained by the Contractor and oversee development of a final set of Record Drawings. These Record Drawings will be approved and sealed by the EOR and provided to NCDEQ Dam Safety for approval. We have assumed that the Town will provide any construction approval fees required by NCDEQ Dam Safety.

Schnabel will also provide services for construction close-out including a final walk through with the Owner and Contractor, development of punch list(s), review of final pay application, and processing of Contractor closeout submittals.

EXCLUSIONS

Services not specifically identified above are not included in the scope of services under this agreement. The following services are specifically not included in our proposed scope:

- Payment of construction approval fees required by NCDEQ Dam Safety.
- Construction services other than those listed and beyond the durations discussed above.
- Preparation of a comprehensive Operation and Maintenance (O&M) Manual for the dam.
- Post-construction monitoring.

PROJECT FEES

The lump sum fee for these services is **\$797,493.22**. A detailed breakdown of this fee is included as Attachment 1. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

PAYMENTS

Invoices will be submitted monthly for services provided during the preceding month. A breakdown of labor hours and expenses will be provided with each invoice. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 3).

GENERAL

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town will apply to the services proposed herein. Your acceptance of this work order proposal by signing and returning one copy of this letter will form our agreement for these services. You may transmit your

acceptance of this proposal electronically with the understanding that the signature on the electronic document will be considered an original signature. This work order proposal is valid for 90 days from the date shown.

We appreciate the opportunity to submit our proposal for these services and look forward to continuing to work with the Town on this project. Please contact us if you have any questions regarding this proposal.

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



Jonathan M. Pittman, PE
Project Manager / Senior Vice President

BFS:JMP:CMJ

Attachments:

- (1) Detailed Fee Breakdown (1 sheet)
- (2) Schedule of Personnel Fees (1 sheet)
- (3) Professional Services Agreement and Terms and Conditions (5 sheets)

This work order proposal is:

ACCEPTED BY: _____ **TOWN OF LAKE LURE, NC**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

ITEM	Senior Associate/ Senior Reviewer	Principal / Project Manager	Associate / Engineer of Record	Senior Engineer / Contract Administration and Engineering Support	Senior Staff Engineer / Engineering Support	Construction Resident / Senior RPR	Technician Support	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST	TRAVEL AND LIVING								Subtotal Travel Expense	Subtotal Travel Mileage	Subtotal Travel OTAs	TOTAL ALL TRAVEL & LIVING COSTS	OUTSIDE LAB TESTING COSTS		TOTAL OUTSIDE LAB COSTS (\$21.01)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS			
	Fischer	Pittman	Johnson	Smith, Khodair, Germann, Duke	TBD	TBD	Local Technician(s)			Hotel	Meals	Rental Car + Gas	Airfare	Per Diem RPR	Mileage from Greensboro (320 Miles Per Trip)	Per Diem Local Tech	(531.14) with					(531.10) with	(531.13) with					with	Concrete Lab	with
	2023 Greensboro Rates	275	303	244	205	157	140			75	\$ 130.00 Day	\$ 35.00 Day	\$ 75.00 Day	\$ 800.00 Roundtrip	\$157 Day	\$0.655 Mile	\$59 Day					10% markup	10% markup					10% markup	10% markup	Cost
Task 01 - Construction Phase Services	280.0	242.0	460.0	1,060.0	160.0	1,490.0	160.0	3,852.00	\$ 725,586.00	36.0	48.0	18.0	9.0	149.0	37,440.0	16.0	\$ 16,401.00	\$ 26,975.52	\$ 26,770.70	\$ 70,147.22	1,600.0	-	\$ 1,760.00	\$ 70,147.22	\$ 1,760.00	\$ 797,493.22				
Initial Value Engineering Coordination with Morgan and the Town	8.0	16.0	12.0	12.0				48.0	\$ 12,436.00								\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 12,436.00				
Pre-Construction Meeting (includes minutes)			12.0	12.0				24.0	\$ 5,388.00		2.0				320.0		\$ 77.00	\$ 230.56	\$ -	\$ 307.56			\$ -	\$ 307.56	\$ -	\$ 5,695.56				
Contract Administration (8 hrs/week for 12 months)				420.0				420.0	\$ 86,100.00								\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 86,100.00				
Submittal Review (Bulkhead, Trash Rack, Knife & Jet Flow Valve, Others)	96.0		56.0	100.0				252.0	\$ 60,564.00								\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 60,564.00				
Shop Inspections (Bulkhead, Trash Rack, Knife Valve, Jet Flow Valve)	48.0		48.0	96.0				192.0	\$ 44,592.00	8.0	12.0	12.0	8.0				\$ 9,636.00	\$ -	\$ -	\$ 9,636.00			\$ -	\$ 9,636.00	\$ -	\$ 54,228.00				
Periodic Site Visits / Attendance at Progress Meetings by EOR and CA (24 hrs/month for 12 months)			140.0	140.0				280.0	\$ 62,860.00	12.0	12.0			3,840.0			\$ 2,178.00	\$ 2,766.72	\$ -	\$ 4,944.72			\$ -	\$ 4,944.72	\$ -	\$ 67,804.72				
Dam Penetration, Valve Install, Startup and Commissioning - Engineering Oversight	40.0		60.0	120.0				220.0	\$ 50,240.00	4.0	6.0	6.0	1.0		640.0		\$ 2,178.00	\$ 461.12	\$ -	\$ 2,639.12			\$ -	\$ 2,639.12	\$ -	\$ 52,879.12				
Construction Oversight - Access and Demo Activities (Assume 2 days/week for 8 weeks)						160.0		160.0	\$ 22,400.00				16.0	5,120.0			\$ -	\$ 3,688.96	\$ 2,763.20	\$ 6,452.16			\$ -	\$ 6,452.16	\$ -	\$ 28,852.16				
Construction Oversight - Excavation and Foundation Prep (Assume 5 days/week for 6 weeks)						300.0		300.0	\$ 42,000.00				30.0	1,920.0			\$ -	\$ 1,383.36	\$ 5,181.00	\$ 6,564.36			\$ -	\$ 6,564.36	\$ -	\$ 48,564.36				
Construction Oversight - Phase 1 Concrete (Assume 3 days/week for 13 weeks)						300.0		300.0	\$ 54,600.00				30.0	8,320.0			\$ -	\$ 5,994.56	\$ 6,735.30	\$ 12,729.86			\$ -	\$ 12,729.86	\$ -	\$ 67,329.86				
Construction Oversight - Upstream Work and Portal Penetration (Assume 5 days/week for 6 weeks)						300.0		300.0	\$ 42,000.00				30.0	1,920.0			\$ -	\$ 1,383.36	\$ 5,181.00	\$ 6,564.36			\$ -	\$ 6,564.36	\$ -	\$ 48,564.36				
Construction Oversight - Reservoir Drain Liner, Phase 2 Concrete, and Gate Installation (Assume 2 days/week for 13 weeks)						260.0		260.0	\$ 36,400.00				26.0	8,320.0			\$ -	\$ 5,994.56	\$ 4,490.20	\$ 10,484.76			\$ -	\$ 10,484.76	\$ -	\$ 46,884.76				
Construction Oversight - Electrical, Valve Commissioning, and Site Restoration (Assume 2 days/week for 4 weeks)						80.0		80.0	\$ 11,200.00				8.0	2,560.0			\$ -	\$ 1,844.48	\$ 1,381.60	\$ 3,226.08			\$ -	\$ 3,226.08	\$ -	\$ 14,426.08				
Construction Technician Support (Provided by Local Subconsultant - Assume 16 days on-site plus travel)						160.0		160.0	\$ 12,000.00						16.0		\$ -	\$ -	\$ 1,038.40	\$ 1,038.40	1,600.0	\$ 1,760.00	\$ 1,038.40	\$ 1,760.00	\$ -	\$ 14,798.40				
Engineering Office Review and Support (Avg 8 hrs/wk for 12 months)	80.0		100.0	120.0	120.0			420.0	\$ 89,840.00	12.0	12.0			3,840.0			\$ 2,178.00	\$ 2,766.72	\$ -	\$ 4,944.72			\$ -	\$ 4,944.72	\$ -	\$ 94,784.72				
Project Management (4 hrs/wk for 12 months)		210.0						210.0	\$ 63,630.00								\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 63,630.00				
Completion Walkthroughs / Punchlist (Assume 2 visits)				24.0				40.0	\$ 8,824.00		4.0			640.0			\$ 154.00	\$ 461.12	\$ -	\$ 615.12			\$ -	\$ 615.12	\$ -	\$ 9,439.12				
Construction Closeout and Record Documents	8.0	16.0	16.0	40.0				96.0	\$ 20,512.00								\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 20,512.00				
									\$ -								\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -				
QUANTITY	280.0	242.0	460.0	1,060.0	160.0	1,490.0	160.0	3,852.00		36.0	48.0	18.0	9.0	149.0	37,440.0	16.0														
TOTAL COST	#####	\$ 73,326.00	\$ 112,240.00	\$ 217,300.00	\$ 25,120.00	\$ 208,600.00	\$ 12,000.00		\$ 725,586.00	\$ 4,680.00	\$ 1,680.00	\$ 1,350.00	\$ 7,200.00	\$ 23,393.00	\$ 24,523.20	\$ 944.00	\$ 16,401.00	\$ 26,975.52	\$ 26,770.70	\$ 70,147.22	\$ 1,600.00	\$ -	\$ 1,760.00	\$ 70,147.22	\$ 1,760.00	\$ 797,493.22				

SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA
Effective until December 31, 2023

Senior Consultant	\$307.00/hr
Principal	303.00/hr
Senior Associate	275.00/hr
Associate	244.00/hr
Senior Engineer/Scientist	205.00/hr
Project Engineer/Scientist	177.00/hr
Construction Resident Engineer/Resident Project Representative	177.00/hr
Senior Staff Engineer/Scientist/Technologist	157.00/hr
Staff Engineer/Scientist/Technologist	136.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	129.00/hr
Senior Technician I (see note 4)	109.00/hr
Technician III (see note 4)	95.00/hr
Technician II (see note 4)	79.00/hr
Technician I (see note 4)	70.00/hr
CADD III	145.00/hr
CADD II	131.00/hr
CADD I	110.00/hr
Clerical/Admin	84.00/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate, plus a markup of 15% to cover handling, insurance and overhead. Travel by air or rail, lodging and meal expenses for personnel in the field will be billed at cost plus a 15% markup.
3. Per Diem rates for out-of-town or overnight travel will be in accordance with U.S. General Services Administration rates published on website www.GSA.gov for the area in which the project is located.
4. Overtime for Technicians is time for work on Saturday, Sunday and federal holidays, time in excess of 8 hours per day, and time between the hours of 7:00 P.M. and 7:00 A.M. A surcharge of \$15/hr is added to the above rate for overtime.
5. Subcontractors and other non-labor project expenses are marked up 15% to cover the cost of handling, insurance and overhead.
6. Schedule of Fees will increase on January 1, 2024 and not less frequently than annually thereafter based on the Consumer Price Index as provided by the U.S. Department of Labor, Bureau of Labor Statistics – All Urban Consumers – U.S. City Average.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement"), dated as of September 12, 2018 (the "Effective Date"), is by and between the **Town of Lake Lure** (hereinafter "Client"), with an office at 2948 Memorial Highway, Lake Lure, NC 28746 and **Schnabel Engineering South, P.C.** (hereinafter "Consultant") with an office at 11-A Oak Branch Drive, Greensboro, NC 27408 (hereinafter collectively "Parties").

This Agreement is specific to services ("Services") required to rehabilitate and/or upgrade Lake Lure Dam, its hydro-electric generating facility, and appurtenances to meet NCDEQ Dam Safety requirements and extend the service life of the facility ("Project"). Services may include review of existing documents, investigation of the existing condition of the structure, analysis of existing and proposed conditions, design of repairs or modifications, bidding support, construction administration and oversight, and related services. The work will be performed in phases, and the Scope of Work, fees and method of compensation, schedule, and deliverables of service will be presented in individual Task Order Proposals for each phase. Services provided under this Agreement will be performed under the supervision of a Professional Engineer licensed in the State of North Carolina.

In consideration of the mutual agreements herein expressed, the Parties contract, covenant, and agree as follows:

1. SCOPE OF SERVICES/COMPENSATION.

1.1 Consultant shall perform the Services set forth in individual Task Orders, which shall be governed by this Agreement. Each executed Task Order shall include the Scope of Work, fee compensation amounts and method of billing, the schedule of performance, and descriptions of the deliverables of Services..

1.2 Client shall pay Consultant for Services rendered under this Agreement on the basis set forth in each executed Task Order.

2. TERM OF AGREEMENT. Upon execution by the Parties, this Agreement shall have the Effective Date as set forth above and shall remain in force until all obligations related to the Services have been fulfilled, unless sooner terminated as provided herein.

3. ENTIRE AGREEMENT.

3.1 The Agreement between Consultant and Client consists of this Agreement, executed Task Orders, and any exhibits or attachments attached or incorporated herein. Together these elements will constitute the entire Agreement, superseding all prior written or oral negotiations, statements, representations, correspondence, and/or agreements. The Services to be provided by Consultant pursuant to this Agreement are described in each executed Task Order and include the Scope of Work. Both Client and Consultant must mutually acknowledge any changes to this Agreement in writing. All work performed by Consultant on or relating to the Project is subject to the terms and limitations of this Agreement.

3.2 If work is performed, but the parties do not reach agreement concerning modifications to the Scope of Work or compensation, then the terms and conditions of this Agreement apply to such work. Disputes concerning modifications to Scope of Work or compensation shall be resolved pursuant to Article 15, "Dispute Resolution."

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

4.1 Consultant shall perform Services under this Agreement in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED BY THIS AGREEMENT.

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

5.1 Client will provide rights of entry and access for Consultant to perform its Services.

5.2 Consultant will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the prosecution of his work. Client agrees to advise Consultant of known or

suspected underground features in the area of the work, and Consultant will not be responsible for damage to below grade features not brought to its attention, or incorrectly shown on plans provided.

5.3 Client shall promptly pay and be responsible for the removal and lawful disposal of contaminated samples and cuttings, and hazardous substances, unless other arrangements are mutually agreed in writing.

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

6.1 All documents, including opinions, conclusions, certificates, reports, drawings and specifications and other documents, prepared or furnished by Consultant and Consultant's independent professional consultants pursuant to this Agreement (collectively "Documents") are instruments of Service. Consultant retains all ownership and property interests in the Documents, including all common law, statutory and other reserved rights, including copyrights, whether or not the Project is completed. Consultant will provide signed and sealed versions of the final deliverables to the Client in both hard copy and electronic format. Client may make and retain copies of them for information and reference in connection with permitting, financing, bidding and construction of renovations and facility improvements relating to the Lake Lure Dam, Hydro-electric Plant and appurtenances as addressed by this Project; however, such copies are not intended or represented to be suitable for reuse by others, and may not be used on other projects or for additions to this Project outside the Scope of the Work.

6.2 At Client's request, Client may negotiate with Consultant to acquire ownership of Documents for a mutually agreed amount. If Client acquires ownership of Documents prepared by Consultant, Client agrees: a) that any subsequent reuse or modification of them by Client or any party obtaining them through Client will be at Client's sole risk and without liability to Consultant, and b) Client will defend, indemnify and hold harmless Consultant from and against any claims, damages, and liabilities arising from or related to any use, reuse or modification of Documents by Client or any party obtaining them through Client. Client agrees that Consultant may retain copies of all documents for its files.

6.3 Electronic communications and CADD data transferred by Email, websites or computer disks (collectively "E- Data") are provided only as an accommodation by Consultant for the benefit of Client. Signed paper prints of documents constitute the contract deliverables. Client assumes the risk that E-Data may differ from the paper deliverables. Client agrees to indemnify and hold harmless Consultant from and against claims, damages, and liabilities for defects or inappropriate use of E-Data created or transmitted by Consultant.

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

7.1 Consultant's performance of the Services, as set forth in this Agreement, is intended solely and exclusively for the Client's benefit and use. No party may claim under this Agreement as a third party beneficiary. Client agrees not to distribute, publish or otherwise disseminate Consultant's Documents, without first obtaining Consultant's prior written consent.

7.2 No third party may rely upon Consultant's Documents including, but not limited to, opinions, conclusions, certificates, reports, drawings and specifications unless Consultant has agreed to such reliance in advance and in writing.

8. ASSIGNMENT, SUBCONTRACTING.

8.1 Neither Client nor Consultant may delegate, assign, sublet, or transfer all or any part of this Agreement, including its duties or interest in this Agreement without the written consent of the other party.

8.2 Notwithstanding Section 8.1, Consultant may subcontract subsurface exploration, testing, and other supplemental services without notification or consent of Client.

9. TERMINATION, SUSPENSION.

9.1 Termination for Convenience. The Client may terminate this Agreement for its convenience upon twenty-one (21) days written notice to Consultant. In the event of termination for convenience, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously compensated. Consultant shall not be reimbursed for anticipatory profits.

9.2 Termination for Cause. The Client may terminate this Agreement upon fourteen (14) days written notice may terminate this Agreement if Consultant fails to substantially perform through no fault of Client and does not commence correction of such performance within five (5) days of written notice and

diligently complete the correction thereafter. In the event of termination for fault, Consultant shall be compensated for all services satisfactorily performed and costs incurred up to effective date of termination for which Consultant has not been previously compensated. All costs and charges incurred by Client to complete the Services beyond the total compensation available under this Agreement when terminated shall be deducted from any compensation due or which may become due to Consultant, and to the extent such deduction is insufficient to cover such costs and charges to Client, Consultant shall be and remain liable to pay Client the amount of such excess.

9.3 Client's Failure to Pay. In the event of any failure of payment by Client when due, Consultant shall have the right to suspend work on the Project and may retain any and all work products whether prepared by Consultant or submitted to Consultant by others, until payment has been brought current. In such event, Consultant shall have no liability for any damages or losses that may result from any delay associated the suspension of work or for the withholding of work products. If Client's failure to pay continues for more than sixty (60) days, Consultant may terminate this Agreement effective upon written notice to Client.

10. ALLOCATION OF RISK.

10.1 Consultant's total cumulative liability to Client (including, but not limited to, attorneys' fees and costs awarded under this Agreement) irrespective of the form of action in which such liability is asserted by Client or others, shall not exceed the total compensation received by Consultant under this Agreement or \$3,000,000, whichever is greater.

10.2 Client and Consultant agree to limit each's liability to the other in the following respects: Neither party will have liability to the other for any special, consequential, incidental, exemplary, or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of the other party's property or facility, shutdowns or service interruptions, loss of use, lost profits or revenue, inventory or use, charges or cost of capital or claims of the other party's customer.

10.3 The limitations of liability of this Agreement shall survive the expiration or termination of this Agreement.

11. INSURANCE.

11.1 Consultant shall procure and maintain for the duration of the Project and three years following, with insurance carriers reasonably acceptable to the Client, the following insurance coverage:

- (a) Commercial General Liability on an occurrence form, including coverage for premises and completed operations/products, Contractual Liability, General Aggregate per Project, "xcu" coverages
 - \$1,000,000 each occurrence
 - \$ 10,000 Medical Expenses
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
- (b) Automobile Liability - Including coverage for Owned, Hired, and Non-Owned Autos
 - \$1,000,000 Combined Single Limit
- (c) Workers Compensation and Employer's Liability
 - Statutory Limits for Workers Compensation
 - \$500,000 each accident
 - \$500,000 each occurrence by disease
 - \$500,000 by disease - policy limit
- (d) Umbrella Liability – applying over all above-referenced policies
 - \$10,000,000 each occurrence
- (e) Professional Liability
 - \$3,000,000 each claim
 - \$3,000,000 annual aggregate

11.2 Additional Insured. Except for Workers Compensation and Professional Liability, policies shall include Client as Additional Insured on a primary and noncontributory basis, to include ongoing and completed operations.

12. INDEMNIFICATION.

12.1 Indemnification of Client. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Consultant agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney’s fees and costs of defense) or other losses (collectively “Losses”) to the extent caused by Consultant’s negligent performance of its Services under this Agreement.

12.2 Indemnification of Consultant. Subject to the provisions and limitations of this Agreement and to the extent allowable by law, Client agrees to defend, indemnify and hold harmless Consultant from and against any and all claims by third parties related to services provided by Consultant under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Consultant’s sole negligence, Client expressly agrees to defend, indemnify and hold harmless Consultant from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

13. INVOICES, PAYMENTS.

13.1 Payment is due without retainage upon presentation of invoice and is past due thirty (30) days from invoice date, and will not be contingent upon receipt of funds from third parties. Client agrees to pay a service charge of one percent (1%) per month or fraction thereof on past due payments under this Agreement.

13.2 It is further agreed that in the event a lien or suit is filed to enforce overdue payments under this Agreement, Consultant will be reimbursed by Client for all costs of such lien or suit and reasonable Attorney’s fees in addition to accrued service charges, where the court of appropriate jurisdiction enters a finding in favor of Consultant.

14. NOTICE. All notices, requests, claims, demands and other communications hereunder shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery at the following addresses:

Client: Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Consultant: Schnabel Engineering South, P.C.
11-A Oak Branch Drive
Greensboro, NC 27407

or to that address which the receiving Party may from time to time give notice to the other Party in writing. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept or inability to deliver.

15. DISPUTE RESOLUTION.

15.1 Claims, disputes, and other matters in controversy between Consultant and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The cost for mediation including the mediator’s fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement.

15.2 The law of the State of North Carolina will govern the validity of these terms, their interpretation and performance. Client and Consultant agree that venue for any litigation will be in the courts of the State of North Carolina, and Consultant and Client both hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

16. FORCE MAJEURE.

16.1 Any delay in or failure of performance of, either party to this Agreement shall not constitute a default, if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of the party affected, including but not limited to, acts of God or the public enemy, acts of war, public disorder, insurrection, rebellion, sabotage, flood, riot, or any causes a party is unable, with reasonable diligence, to prevent; provided, however, that a party who is prevented from performing for any reason shall immediately notify the other party in writing of the reason for the non-performance and the anticipated extent of any delay.

17. SEVERABILITY.

17.1 This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have hereunto executed this Agreement, on the day and year first above written.

CONSULTANT:

Schnabel Engineering South, PC

By: 

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: 

Name: Kevin J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: May 24, 2023**

SUBJECT: Capital Project Ordinance No. 23-05-24 for the Lake Lure Dam Reservoir Drain

AGENDA INFORMATION:

Item Number: VI
Department: Dam/Finance
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Ordinance No. 23-05-24 establishes a capital project fund for the Lake Lure Dam Reservoir Drain, as required to account for all debt proceeds used to finance capital projects. Town staff recommends that Council adopt Ordinance No. 23-05-24 pursuant to G.S. 159-13.2.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Capital Project Ordinance No. 23-05-24 for the Lake Lure Dam Reservoir Drain.

ATTACHMENTS:

Capital Project Ordinance No. 23-05-24 for the Lake Lure Dam Reservoir Drain

STAFF'S COMMENTS AND RECOMMENDATIONS:

Town staff recommends adoption of Capital Project Ordinance No. 23-05-24 for the Lake Lure Dam Reservoir Drain.

ORDINANCE NO. 23-05-24

CAPITAL PROJECT ORDINANCE BY THE TOWN OF LAKE LURE TOWN COUNCIL FOR THE LAKE LURE DAM RESERVOIR DRAIN

WHEREAS, The installation of reservoir drain valves will allow for the Town of Lake Lure to drain the lake 20 ft. in order to proceed with the completion of major infrastructure projects; and

WHEREAS, The Town of Lake Lure has procured a 72” knife gate valve and a 60” Jet Flow Valve; and

WHEREAS, The Town of Lake Lure will have reservoir drain valves installed in the summer of 2023; and

WHEREAS, Town staff has determined that a capital project ordinance for the installment of the drain valves is instrumental in ensuring that a responsible and appropriate budget is being implemented for the project.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN SPECIAL SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE THAT PURSUANT TO SECTION 13.2 OF CHAPTER 159 OF THE GENERAL STATUTES OF NORTH CAROLINA, CAPITAL PROJECT ORDINANCE NO. 23-05-24 IS HEREBY ADOPTED AS FOLLOWS:

Lake Lure Dam Reservoir Drain

SECTION ONE. The project includes furnishing all materials, labor, tools, and equipment necessary to construct a new reservoir drain system at the base of Bay 5 of Lake Lure Dam, a high hazard, concrete multiple arch-buttress dam. The knife gate guard valve and jet flow discharge valve will be furnished by the Owner to the Contractor. Some underwater construction will be required to complete the Work. Establishing site access across the Broad River is included as part of the Work.

SECTION TWO. The officers of the Town of Lake Lure are hereby directed to proceed with the capital project within the terms of the council’s resolution, loan documents, grants and the budget contained herein.

SECTION THREE. The following amounts are appropriated for the project:

Construction Management	797,495
Value Installation	7,463,660
Project Contingency	746,365
Power Backup and Generation	TBD
Total Appropriations	<u>\$ 9,007,520</u>

SECTION FOUR. The following revenues are available for this project:

Dam Revenue Fund **\$9,007,520**

Total Revenue **\$9,007,520**

SECTION FIVE. The finance officer is hereby directed to maintain within the Capital Project Fund, sufficient detailed accounting records related to the project.

SECTION SIX. The finance officer is directed to report, on a quarterly basis, on the financial status of each project element in section 3.

SECTION SEVEN. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this board.

SECTION EIGHT. Copies of this capital project ordinance shall be furnished to the Clerk to Town Council, and to the Budget Officer and the Finance Officer for direction in carrying out this project.

SECTION NINE. This Ordinance shall take effect upon adoption.

READ, APPROVED, AND ADOPTED this ____ day of _____, 2023.

ATTEST:

Olivia Stewman, Town Clerk
Town Clerk

Mayor Carol C. Pritchett
Mayor

Approve as to content & form:

William C. Morgan, Jr.
Town Attorney

VII

CLOSED SESSION

*In Accordance with G.S. 143-318.11(a) (3)
for the Purpose of Discussion Attorney Client
Privilege or Legal Claims.*

VIII
ADJOURNMENT