

**LAKE LURE TOWN COUNCIL  
WORK SESSION AND ACTION  
MEETING PACKET**

Wednesday, April 24, 2024  
8:30 a.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 Work Session/Action Meeting**

Wednesday, April 24, 2024 - 8:30 AM

Lake Lure Municipal Center



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### **Agenda**

- I. Call to Order**
- II. Agenda Adoption**
- III. Public Comment**
- IV. Presentation by Camp Lurecrest – Page 1**
- V. Continue Discussions regarding Tryon Bay Road Issue – Page 3**
- VI. Consider Authorization of Lease Agreement for 2654 Memorial Highway and Portions of Parcel #1616938 – Page 4**
- VII. Proposed FY 24-25 Budget Overview – Page 16**
- VIII. Continue Discussions regarding Sewer Replacement Project – Page 30**
- IX. Review Ruby-Collins Proposed Amendment 4 – Page 31**
- X. Revisit Discussions regarding Change Orders – Page 40**
- XI. Review Draft Budget Amendment #371 for Mark Twain Drive Street Maintenance – Page 57**
- XII. Resolution No. 24-04-24 Supporting the Repayment of the North Carolina Parks and Recreation Trust Fund (PARTF) Grant for the Purchase of 176 Boys Camp Road – Page 59**
- XIII. Discuss Options for Temporary Loading Zone used by Morgan Corporation – Page 61**
- XIV. Project Manager Updates – Page 65**
- XV. Town Manager Updates – Page 66**
- XVI. Adjournment**

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Presentation by Camp Lurecrest

**AGENDA INFORMATION:**

**Item Number:** IV  
**Department:** N/A  
**Contact:** Mac Hillabush, Camp Lurecrest  
**Presenter:** Mac Hillabush, Camp Lurecrest

**BRIEF SUMMARY:**

Mac Hillabush will present on behalf of Camp Lurecrest in regard to an interest in obtaining a portion of Town property located on Parcel # 1649620 located at the Lake Lure Green Space. The specific portion of the parcel is located adjacent to Lurecrest Drive.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

Photo of the Area of Interest

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

N/A



Lurecrest Drive



| Acres ▾

**Measurement Result**

1.07 Acres

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Continue Discussions regarding Tryon Bay Road Issue

**AGENDA INFORMATION:**

**Item Number:** V  
**Department:** Community Development  
**Contact:** Michael Williams, Community Development Director  
**Presenter:** Richard Carpenter, Dev. & Enviro. Review Specialist

**BRIEF SUMMARY:**

A planned road closure was in place for the removal trees and completion of retaining wall construction at 441 Tryon Bay. The Town approved this road closure until April 19. In the process, the contractor deviated from the plans approved by the Town and removed a portion of Tryon Bay road. Upon this discovery, Community Development staff promptly notified the contractor and property owner that a stop work order was being issued and posted on site.

Staff met with the owner's development ground on April 10<sup>th</sup> and it was confirmed that the original plan would not work and the roadway would not be rebuilt by the April 19<sup>th</sup> deadline. At this meeting, the developers requested to tie the project wall onto the Town owned right of way using earth anchors. Staff is unable to approve such request gave the owner order to abate the issue and fix the roadway or obtain town approval for alternate methodology. The owner opted to seek town approval for alternate methodology which included earth anchor installation into Town property and keeping Tryon Bay road partially destroyed through the life of the project.

Town Council held a special meeting on Monday, April 15, to discuss the matter and it was determined that Council is requiring the property owner and their developers to repair the road, as it was, with engineered plans provided. Town Council also mandated that the sedimentation and erosion issues be resolved promptly. The meeting was reconvened until Tuesday, April 16, to allow various staff and a Council member to visit the site. A summary of the on-site plan was provided at the April 16 meeting and the meeting was adjourned as no plans were in place at that time. The homeowner provided geotechnical engineering plans the following day, April 17.

Town Council will continue discussions on this issue to work towards determining the next steps to ensuring that the road is repaired to engineered standards.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

N/A

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

N/A

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Consider Authorization of Lease Agreement for 2654 Memorial Highway and Portions of Parcel #1616938

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Town Council will consider authorization of the lease agreement for the rent of Consider Authorization of Lease Agreement for 2654 Memorial Highway and Portions of Parcel #1616938. The consideration for this lease agreement was noticed in accordance with North Carolina General Statute § 160A-272 (a1).

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To authorize the lease agreement for 2654 Memorial Highway and Portions of Parcel #1616938.

**ATTACHMENTS:**

Lease Agreement for 2654 Memorial Highway and Portions of Parcel #1616938

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends authorization.

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between TOWN OF LAKE LURE, a North Carolina municipality ("Landlord"), and SECOND MOUNTAIN LLC ("Tenant") and Lake Lure Rowing Club, LLC. ("Tenant") ;

WITNESSETH THAT:

Upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property referred to below as the Premises, all as follows:

1. PREMISES. The real property hereby leased to Tenant consists of that certain real property and improvements located thereon having a street address of 2654 MEMORIAL HWY, Lake Lure, Rutherford County, North Carolina and a Parcel number of 1616937 and portions of (the "Premises").
2. TERM. The term of this Lease, subject to prior termination as provided herein, shall commence on May 1, 2024 (the "Commencement Date") and end on April 30, 2029 at 5:00 p.m. local time (the "Expiration Date"). The Tenant shall have one additional 5 year option which shall be automatically exercised unless the Tenant provides notice at least 180 days prior to the Expiration Date of their intent not to exercise the option.
3. SECURITY DEPOSIT. Tenant shall deposit with Landlord the sum of \$4000 and No/100 Dollars (\$ ), which amount will serve as security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be performed by Tenant, against which sum Landlord is authorized to charge any damages it may sustain as the result of the failure of Tenant to fully and faithfully perform all of said terms, covenants and conditions. At the termination of this Lease, any unused portion of said sum shall be returned to Tenant, but only after an inspection of the Premises has been made by Landlord after vacation thereof by Tenant and application of the deposit as allowed hereunder and by North Carolina law. Tenant shall not be credited with or entitled to any interest on its security deposit.
4. RENT and CONCESSION AGREEMENT. Beginning on July 1, 2024 , and continuing on the first (1st) day of each month thereafter throughout the Term, Tenant shall pay monthly rent to Landlord in the initial amount of \$4000 and No/100 per month for the use of the building plus the amortized payment for the deck structure as provided for in paragraph 7(a) and a 15% concession agreement payment based on gross receipts for revenue generated via Tenant's rowing operations and rentals, paid to the town monthly. However, the total of annual concession payments will be no less than \$6000. If by the end of the year, total concessions for the year do not meet or exceed \$6000, the tenant shall be responsible for a final concessions payment amount necessary to ensure that the annual concessions payment is no less than \$6000.

The 15% of gross receipts from concession revenue will be generated by:

- (A) Rowing and paddling equipment rental; and
- (B) guide services; and

(C) large rowing-based events

The Tenant shall remit the payment of the concessions to the Landlord on the first of the month. Payment shall be accompanied by sufficient documentation of record of sales and receipts related to the concession agreement. (Refer to Section 19.2 for rental payment address.)

The Landlord shall have the right to inspect accounting and tax records upon demand for financial information related to the concession payments. Tenant shall permit the Town or its duly authorized representative to inspect and audit appropriate books and records at any reasonable time during normal business hours after giving Tenant at least twenty-four (24) hours' notice of the time and day of such inspection and audit.

The rent payment for the use of the building will be adjusted annually at a 2% increase.

5. TAXES AND ASSESSMENTS. Landlord shall list the Premises for real property taxes and pay all tax assessments of whatever kind or nature assessed against the Premises, excluding, however, any tax assessed against leasehold improvements made by Tenant. Tenant shall list for taxes and pay all tax assessments of whatever kind or nature assessed against or on Tenant's furnishings, inventory, equipment, leasehold improvements, and other property situated or placed upon, in, or about the Premises.

5. UTILITIES. Tenant shall be responsible for payment of and shall contract directly with the providers of any utility services to be provided to the Premises.

6. USE OF PREMISES. The Premises shall be used by Tenant solely for approved Permitted Uses subject to any zoning and other required approvals. The building will be used as a year-round, lakefront market offering a coffee and juice bar, baked goods gourmet deli, craft beer and spirits, wine cellar, sundries, gifts, outdoor equipment, and gourmet ice cream. The market will also have a variety of things such as local meats and seafood along with local produce from area farms. *Additionally, one area of the building may be designated as a private fitness studio.* Other uses would be things such as wine tastings, live music and other unique activities outside of the building, the property will be used for offering non-motorized boat rentals, fishing tours and other outdoor activities as described in the Concession Agreement outlined in section 4. subject to any zoning and other required approvals. Tenant shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. All facilities, structures, and improvements, both temporary and permanent, will only be commenced after the Tenant has received approval from the Landlord. Tenant at all times shall fully and promptly comply with all laws pertaining to the Premises and Tenant's business operations thereon, including, but not limited to, such as shall relate to the cleanliness, safety, occupancy and use of the Premises and the nature, character and use of the Premises. Tenant, at its sole cost, shall be permitted to erect signs at the Premises so long as same comply with all applicable laws and ordinances.

All non-motorized craft that are associated with the concessions agreement will be commercially permitted through the Town of Lake Lure.

7. LANDLORD RESPONSIBILITIES:

- (A) The Landlord shall be responsible for the construction of a deck to be built on the rear of the building. Dimensions to be finalized on Mike Williams' full review of any pertinent set-



backs. The Landlord will provide an allowance of up to \$5,000 towards the cost of this deck. All remaining costs of the deck will be amortized over the rental payments made in the first 5 year term, said payments to be calculated upon the total costs of the deck being determined.

- (B) Landlord will add up to four additional parking spaces adjacent to the current side-building parking. Contingent on approval by the Community Development Department.
- (C) To provide horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.

8. EXAMINATION OF PREMISES. The Premises have been delivered to Tenant with all building systems working properly. Tenant has examined the Premises and Tenant's execution of this Lease shall constitute conclusive evidence that as of the date hereof the Premises are in good order and satisfactory condition.

9. MAINTENANCE AND REPAIRS. Landlord shall maintain, in good condition, the structural parts of the Premises, which shall include only the foundations, bearing and exterior walls (excluding glass), subflooring and roof, the unexposed electrical, plumbing and sewerage systems, including without limitation, those portions of the systems lying outside the Premises, exterior doors (excluding glass), window frames, gutters and downspouts on the Building. Routine maintenance and repair of heating and air conditioning, including bi-annual service checks and normal change of furnace filters, shall be the responsibility and be done at the cost of the Lessee. Lessee shall maintain a preventive maintenance contract to service the HVAC system including all evaporative cooling units, if any, on a bi-annual basis. Lessor will pay and assume all costs of major repairs in excess of Five Hundred Dollars (\$500.00) per repair, and costs of replacement for HVAC equipment only; provided, however, the cost of any work required due to damage caused by Tenant, or its agents shall be paid by Tenant. Except as provided above, Tenant shall maintain and repair the Premises in good condition, ordinary wear and tear excepted, including, without limitation, maintaining and repairing all interior walls, floors, ceiling, interior doors, exterior and interior windows, landscaping and fixtures as well as damage caused by Tenant, its agents, employees, invitees, or customers. Further, the Tenant shall make such alterations and improvements to the Premises as are required from time to time to cause the same to comply with Laws, to the extent attributable to the unique and specific use of the Premises by the Tenant.

10. WAIVER OF SUBROGATION. Neither Tenant nor anyone claiming by, through, under, or on Tenant's behalf shall have any claim, right of action, or right of subrogation against the Landlord for or based upon any loss or damage caused by fire, explosion or other casualty relating to the Premises or to any property upon, in or about the Premises, whether such fire, explosion or other casualty shall arise from the negligence of Landlord, its agents, representatives or employees, or otherwise.

11. INSURANCE/INDEMNIFICATION. (Insurance requirements subject to change or modification by the Town of Lake Lure Risk Management Specialist)

11.1 Property Insurance. Beginning with Tenants' commencement of pre-opening work within the building, which may pre-date the final approval of the lease by the Town Board, and thereafter throughout the Term, Tenant shall, at its sole expense, maintain in effect a fire insurance policy with extended coverage insuring against loss or damage to the Premises in amounts and with companies as Landlord reasonably approves. Tenant shall maintain and care for its personal property on the Premises,

insure the same to such extent as it deems appropriate, and shall neither have nor make any claim against Landlord for any loss or damage to the same, regardless of the cause thereof.

11.2 Liability Insurance. Throughout the Term, Tenant shall, at its sole expense, maintain in effect a general public liability policy with coverage of at least 2 Million and No/100 Dollars (\$ 2,000,000.00 ) per occurrence and at least 2 Million and No/100 Dollars (\$ 2,000,000.00 ) in the aggregate.

11.3 Evidence of Required Coverage. Prior to the Commencement Date, Tenant shall provide Landlord with copies of the insurance policies required to be maintained pursuant to Sections 11.1 and 11.2 above, together with evidence of payment of all premiums therefore. At least fifteen (15) days prior to the expiration or termination date of either such policy, the Tenant shall deliver to the Landlord a renewal or replacement policy with proof of payment of the premium therefore. Landlord shall be named as an additional insured under each policy as follows:

Town of Lake Lure

Attn: Olivia Stewman

Town Manager

P.O. Box 255

Lake Lure, NC 28746

11.4 Indemnification. Tenant shall indemnify and save the Landlord harmless from and against all claims, actions, damages, liability and expense in connection with loss of life, bodily injury, personal injury and damage to property occurring in or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, contractors, customers, invitees or employees.

In case the Landlord shall be made a party to any litigation commenced by or against Tenant, its agents, contractors, customers or employees by reason of the Tenant's actions, the Tenant shall protect, indemnify and hold the Landlord harmless and pay all damages, costs, expenses and reasonable attorneys' fees incurred or paid by the Landlord in connection with such litigation.

## 12. CARE/RETURN OF PREMISES.

12.1 Care of Premises. Tenant shall not permit, allow or cause any act or deed to be performed upon, in or about the Premises that shall cause or be likely to cause injury to any person or to the Premises. Tenant shall at all times keep the Premises in a neat and orderly condition. Tenant agrees to take reasonable care of the Premises and agrees to pay for all repairs to the Premises necessitated by the fault of Tenant, its employees, agents, customers or guests. Tenant shall store all trash and garbage within appropriate containers at the Premises and shall provide for prompt and regular removal thereof.

12.2 Return of Premises. Upon the termination of this Lease, Tenant shall return the Premises to Landlord substantially in the same condition as received, ordinary wear and tear excepted.

13. HOLDING OVER. In the event Tenant remains in possession after the expiration of the Term without the execution of a new lease, Tenant shall not acquire any right, title or interest in or to the Premises. In such event, Tenant shall occupy the Premises as a tenant from month-to-month at a new monthly Rent equal to 150% of the monthly Rent for the last month of the Term, and shall otherwise be subject to all

of the conditions, provisions and obligations of this Lease insofar as the same shall be applicable. Notwithstanding the above, Landlord shall have the right to summary ejection of Tenant as provided by law.

14. ASSIGNMENT AND SUBLEASE. Tenant may not assign or encumber this Lease and may not sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

15. DEFAULT/REMEDIES.

15.1 Default. If one or more of the following events (collectively, "Events of Default") shall occur and shall continue for such time after notice required to be given is given as hereinafter provided, to-wit:

(A) If Tenant shall fail to pay any rent or any other sum due in accordance with the terms of this Lease and such default shall continue for a period of five (5) days after such payment is due hereunder; or

(B) if Tenant shall fail to keep or perform or abide by any other term, condition, covenant or agreement of this Lease, and such default shall continue for a period of thirty (30) days after written notice to Tenant thereof; or

(C) If Tenant shall file a petition in bankruptcy or take or consent to any other action seeking any such judicial decree or shall make any assignment for the benefit of its creditors or shall admit in writing its inability to pay its debts generally as they become due, or if any court of competent jurisdiction shall enter a decree or order adjudicating it bankrupt or insolvent, or if any trustee or receiver for Tenant or for any substantial part of its property be appointed, or if any person shall file a petition for involuntary bankruptcy against Tenant and such appointment or petition shall not be stayed or vacated within sixty (60) days of entry thereof; or

(D) If Tenant's interest in this Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; or

(E) If Tenant shall use the property for any use other than the Permitted Use(s):

then and in any such event Landlord, without declaring a termination of this Lease (which right is, however, unconditionally reserved), may at its election exercise one or more of the remedies contained in Section 15.2 herein, in addition to any other remedies available to Landlord at law, in equity or pursuant to the terms of this Lease;

15.2 Remedies Upon Default.

(A) Upon the occurrence of any Event of Default as set forth above, Landlord shall have the right, at its option, to utilize any one or more of the following rights:

(i) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may make any payment required of Tenant and/or re-enter the Premises and correct or repair any condition which shall constitute a failure of Tenant's part to keep or perform or abide by any term, condition, covenant or agreement of this Lease. Tenant shall reimburse and compensate Landlord as additional rent within fifteen (15) days after delivery of any statement to Tenant by Landlord for any expenditures made by Landlord in making such payment and/or corrections or repairs.

(ii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may demand in writing that Tenant vacate the Premises. Tenant shall vacate the Premises and remove therefrom all property thereon belonging to Tenant within three (3) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

(iii) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-enter the Premises and remove Tenant therefrom and all property belonging to or placed on the Premises by, at the direction of, or with the consent of Tenant.

(iv) Landlord, with or without terminating this Lease, immediately or at any time thereafter, may re-let the Premises for such time and at such rent and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such re-letting. Tenant shall pay all costs of such re-letting, including the cost of any such repairs to the Premises; and, if this Lease shall have not been terminated, Tenant shall continue to pay all rent due under this Lease up to and including the date of beginning of payment of rent by any subsequent tenant of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent collected from any such subsequent tenant or tenants and the rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(v) Landlord, immediately or at any time thereafter, may terminate this Lease without notice or demand to vacate the Premises. This Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination, and upon such termination, Landlord shall have and recover from Tenant all damages Landlord may suffer by reason of such termination, including, without limitation, the cost (including legal expenses and reasonable attorneys' fees) of recovering possession of the Premises, and the cost of any repairs to the Premises which are necessary or proper to prepare the same for re-letting. In addition thereto, Landlord, at its election, shall have and recover from Tenant either (i) an amount equal to the excess, if any, of the total amount of all rents to be paid by Tenant for the remainder of the Term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (ii) the rents which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) above if the Lease were not terminated. Such election shall be made by Landlord's giving Tenant written notice thereof within thirty (30) days after the notice of termination.

(B) In the event of any re-entry of the Premises by Landlord pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry by Landlord, except such claims as arise from the gross negligence or willful misconduct of Landlord; and Tenant shall hold Landlord harmless from any loss, costs (including legal expenses and reasonable attorneys' fees) or damages suffered by Landlord by reason of such re-entry and storage of Tenant's property, if any. No such re-entry shall be considered or construed to be a forcible entry.

(C) Upon any breach of this Lease, regardless of whether such breach is, or becomes, an Event of Default, Landlord shall be reimbursed for any and all reasonable expenses incurred by Landlord, including legal expenses and reasonable attorneys' fees, in enforcement of the terms and provisions of this Lease if the Landlord is the prevailing party.

(D) The exercise by Landlord of any one or more of the remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided by law.

16. COVENANT OF TITLE AND QUIET ENJOYMENT. Landlord covenants and warrants to Tenant that Landlord has full right and lawful authority to enter into this Lease for the Term hereof and that, provided Tenant is not in default hereunder, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed by anyone claiming through Landlord.

17. INSPECTION. The Landlord at all times shall have the right to inspect and enter the Premises. Except in the case of emergencies, Landlord shall give Tenant reasonable prior notice of such entry.

18. BROKERS. Each party warrants that it has had no dealings with any broker in connection with the negotiations or execution of this Lease, and agrees to indemnify the other and hold it harmless from and against any and all cost, expense or liability for commissions or other compensation or charges claimed by any broker or agent acting with respect to this Lease.

19. MISCELLANEOUS. In the event that the Landlord discontinues using the existing police department boat house, this boat house and premises would become a part of the concession agreement section of this lease.

19.1 Interest and Late Charges. Any sums due to be paid by Tenant to or for the benefit of Landlord which are not paid when due shall bear interest from the due date to the date of payment at the maximum rate of interest allowed by law. In addition, the failure to pay any sums due by Tenant to or for the benefit of Landlord within ten (10) days after such sums are due hereunder shall entitle Landlord to collect a late payment charge from Tenant in the amount of 10% of rent due.

19.2 Notices. All notices and written consents required under this Lease shall be in writing and shall only be deemed properly served when served by actual hand delivery or when posted by certified United States mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

Notices to Landlord: Town of Lake Lure

P.O. Box 255

Lake Lure, NC 28746

Attn: Olivia Stewman, Town Manager

Email: [ostewman@townoflakelure.com](mailto:ostewman@townoflakelure.com)

(828) 625-9983 ext. 101

Payments to Landlord: Town of Lake Lure

Finance Department

PO Box 255

Lake Lure, N.C. 28746

Attn: Stephen Ford, Finance Director

Email: sford@townoflakelure.com

(828) 625-9983 ext. 102

Notices to Tenant: Second Mountain LLC, Lake Lure Rowing Club LLC

Address: P.O Box 263, Bat Cave, NC, 28710

Attn: Paul Brock

Email: Paul.luredmarketandgrill@gmail.com

Notice shall be deemed served upon the earlier of actual receipt or the expiration of three (3) business days after posting.

19.3 Recording. This Lease shall not be recorded.

19.4 Additional Acts. Each party will execute and deliver all such other and additional instruments and documents and do all such other acts and things as may be necessary to more fully effectuate this Lease.

19.5 Entire Agreement. This Lease shall constitute the entire agreement of the parties; all prior agreements between the parties, whether oral or written, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged other than by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

19.6 Binding Effect. Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Lease, their respective heirs, executors, administrators, legal representatives, successors and assigns.

19.7 Construction. This Lease, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of North Carolina.

19.8 Waiver. The delay or failure of Landlord to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Landlord of any breach or default by Tenant must be in writing and will be effective only to the extent specifically set forth in such writing.

19.9 Waiver. The delay or failure of Tenant to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Lease shall not prevent a prior or subsequent act, which would have originally constituted a violation, from having the effect of an original violation. Any waiver by Tenant of any breach or default by Landlord must be in writing and will be effective only to the extent specifically set forth in such writing.

19.10 Severability. Every provision of this Lease is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

20. Tenant, and all contractors, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation or sign affidavits or any other documents requested by Town demonstrating such compliance.

22. The sole and exclusive jurisdiction and venue for any action, suit or litigation arising from or related to this agreement shall be in the state courts located in the State of North Carolina. In the event that either party brings suit to enforce the terms of this Agreement, both parties consent and agree that jurisdiction for such action will lie only in the state courts sitting in Rutherford County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date and year first above written.

Landlord:

Town of Lake Lure,

By: \_\_\_\_\_  
Carol Pritchett, Mayor

ATTEST: \_\_\_\_\_  
Wendy Terry, Deputy Clerk

(TOWN SEAL)

Tenant:

Second Mountain, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Lake Lure Rowing Club

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOTARY ON FOLLOWING PAGE

NORTH CAROLINA

RUTHERFORD COUNTY

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that Carol C. Pritchett, Mayor of the Town of Lake Lure, and Wendy Terry, Deputy Clerk for the Town of Lake Lure, personally came before me this day and being duly sworn says each for herself that she knows the corporate seal of the Town of Lake Lure and that the seal affixed to the foregoing instrument is the corporate seal of the Town of Lake Lure, that Carol C. Pritchett, Mayor and Wendy Terry, Deputy Clerk subscribed their names thereto; that the corporate seal for the Town of Lake Lure was affixed thereto, all by virtue of a resolution or other official action of the Board of Commissioners, and that said instrument is the act and deed of the Town of Lake Lure.

IN WITNESS WHEREOF, I have set my hand and notarial seal this the \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_(OFFICIAL SEAL)

Notary Public:

\_\_\_\_\_  
Printed Name

Commission Expires: \_\_\_\_\_

NORTH CAROLINA

RUTHERFORD COUNTY

I, \_\_\_\_\_, Notary Public, do hereby certify that Paul Brock personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2024.

(Official Seal)

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_  
Notary's Printed or Typed Name

My commission expires: \_\_\_\_\_



NORTH CAROLINA

RUTHERFORD COUNTY

I, \_\_\_\_\_, Notary Public, do hereby certify that Wade Oppliger personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Official Seal)

\_\_\_\_\_  
Official Signature of Notary

\_\_\_\_\_  
Notary's Printed or Typed Name

My commission expires: \_\_\_\_\_

=====

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Proposed FY 24-25 Budget Overview

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Town Manager Olivia Stewman and Finance Director Stephen Ford will present an overview of the proposed FY 24-25 budget. A more in-depth budget meeting will be scheduled for a later date.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

Proposed Budget Overview Presentation

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff requests that Council consider dates to hold a meeting in early May for a more in-depth review of the proposed budget.

# Town of Lake Lure Finance- Revenue- Expenses



- Fiscal Year 2024-2025 Budget
- Initial Presentation and Review

# Budget Process

- Engaged Process with department heads and Town Manager. Also gathered information from County and State resources as well as financial analysts.
- This Year:
  - **A Simplified budget is being submitted** in order to give pause to review status of projects, funding sources, needs, and progress as well as consider the transitioning in the organization.
  - **A Mid Year Review (Jan 2025) is** recommended to revise priorities, provide resources, and evaluate revenue and earnings utilizing the established budget amendment process

The Town Manager is the budget director; Finance needs to support the Manager in this role and also provide the tools needed to enable a vision for the Town and the organization as a whole.

# Budget Overview

- Revenues are on the slight upswing (Local and State)
- Market Rate consideration for Town employees of 3.8%
  - Combination of COLA
    - with Revised Christmas Bonus
    - Consider including or removing longevity bonus
    - Including a \$500 (+/-) area performance improvement bonus to provide a basis jumpstart for merit or evaluation review--→not longevity
- Departments' operating expenses increase slightly with up to 3.5 additional FTEs being recommended
- Debt Service continues to decrease -but major consideration of Fire Engine Purchase
- Personnel Costs included in Water and Sewer Fund equals one FTE
- Enterprise Revenue Projection continues to decrease based on land levels and drawdown
- The Budget is balanced in this initial presentation-but can be easily revised

# Revenue Highlights

<u>Revenues</u>	<b>2024-2025</b>	<b>2023-2024</b>	<b>Difference</b>
Ad Valorem and Vehicle Taxes	\$ 4,700,000	\$ (4,666,604)	\$ 33,396
State Shared Revenues and Grants	\$ 3,000,000	\$ (2,860,050)	\$ 139,950
Land Use Fees	\$ 100,000	\$ (67,255)	\$ 32,745
Cultural and Recreation	\$ 1,252,800	\$ (1,252,800)	\$ -
Miscellaneous Revenues	\$ 90,000	\$ (60,742)	\$ 29,258
Transfer from Capital Reserve	\$ -	\$ (219,014)	\$ (219,014)
Installment Agreement		\$ (385,000)	\$ (385,000)
Total General Fund	\$ 9,142,800	\$ (9,511,465)	\$ (368,665)
	.		
Water and Sewer Fund	\$ 1,650,360	\$ (1,650,360)	\$ -
Electric Fund	\$ 280,000	\$ (300,150)	\$ (20,150)
Total Budget of All Funds	\$ 11,073,160	\$ (11,461,975)	\$ (388,815)

# Revenue Highlights

- \$35,000,000 increase in property values
- State project overall 2% increase-also historical data is solid for increase projection
- Land Use Fees Sustained increase for over a two year period; reflects growth in activity and new fees since last projection
- Monitoring Boat permits-slip fees; commercial fees increase
- Including new ABC board lease agreement for miscellaneous revenue increase
- No recommended draws from fund balance
- No additional installment loans -confirming with Enterprise

# Departmental Budgets-Expenditures

This year's Requests  
Last year's Approved Budget

Difference between this year and last year

Governing Board	\$ 58,800	\$ (43,800)	\$ 15,000
Administration	\$ 1,257,900	\$ (1,198,000)	\$ 59,900
IT-Telecommunications	\$ 135,000	\$ (118,200)	\$ 16,800
Police	\$ 1,092,772	\$ (1,040,735)	\$ 52,037
Fire	\$ 1,100,000	\$ (1,046,405)	\$ 53,595
Sanitation	\$ 240,000	\$ (235,000)	\$ 5,000
Public Works	\$ 941,550	\$ (697,200)	\$ 244,350
Economic Development	\$ 123,900	\$ (118,800)	\$ 5,100
Community Development	\$ 613,965	\$ (513,300)	\$ 100,665
Parks and Rec	\$ 797,600	\$ (721,900)	\$ 75,700
Beach and Marina	\$ 5,000	\$ (17,500)	\$ (12,500)
Dam and Watershed	\$ 15,000	\$ (25,000)	\$ (10,000)
Non-Governmental	\$ 205,000	\$ (188,000)	\$ 17,000
Capital Outlay	\$ 606,313	\$ (1,566,000)	\$ (959,687)
Debt Service	\$ 350,000	\$ (381,625)	\$ (31,625)
Transfer to Dam Capital Reserve	\$ 1,600,000	\$ (1,600,000)	\$ -
General Fund	\$ 9,142,800	\$ (9,511,465)	\$ (368,665)



# Departments Operations Expense Requests

(Increase in staging events-outreach)					Town Council
(Increase in contract services and professional services)					Administration
(Increase in technology upgrades including software enhancement)					IT-Telecommunica
(Increase in contract services uniforms and supplies)					Police
(increase in medical supplies and vehicle maintenance)					Fire
(slight increase in tipping fees or potential weight)					Sanitation
(Increase in overall operating costs +personnel proposal)					Public Works
(increase in operating for branding line item)					Econ Development
(Increase in operating as well as one additional position)					Community Deve
(Increase in operating as well as seasonal personnel)					Parks
(Decrease -remainder of costs absorbed in Parks)					Beach and Marina
Decrease due to improvements in Fund 22-Dam FUND					Dam and Watershe
(Increase in operating costs (Insurance-Etc)					Non Department
(Decrease in items granted from PY-Mid year Review may produce more expenditures)					CAPITAL
(Debt is decreasing)					Debt Service
(No change)					Dam Reserve

# Capital

## Last Year

- Prior Year
- 1 Park and Rec and Lake –Truck Replacement
- Fire Suppression Alarm and Monitoring System-conjunction with camera system-TOWN HALL
- 2 Lawn tractors and mowers replacing a 1988 unit and a '90s model
- 2 Police Vehicles
- Police Safety Equipment
- Street Paving
- Dredging
- Prior year capital items \$1,566,000

# Capital

# Last Year

- Five (5) new vehicles:
- *One for Parks Two Police Vehicles Two Public Work Vehicles*
- Parks and Rec –Lawn Equipment
- Public Works –Large Equipment

# Water and Sewer

	2024-2025	2023-2024	Difference	
Water Operations	\$ 386,200	\$ (371,200)	\$ 15,000	Increase for personnel COLA and slight operations
Sewer Operations	\$ 598,800	\$ (598,800)	\$ -	
Capital Outlay	\$ 145,415	\$ (335,000)	\$ (189,585)	Mid year review advised after fund balance analysis
Debt Service	\$ 119,945	\$ (119,945)	\$ -	
Transfer to Fund Balance	\$ 400,000	\$ (225,415)	\$ 174,585	Reconciling back to future debt payments
Water and Sewer Fund Totals	\$ 1,650,360	\$ (1,650,360)	\$ -	

# Electric Fund

Electric Fund-Expenditures	2024-2025	2023-2024	Difference					
Operations	\$ 280,000	\$ (300,150)	\$ (20,150)	Slight decrease in striving for efficiency				

# Budget Discussion Items Last Year

- 1. Fire Personnel as recommended by Town Manager
- 2. Fire Engine/Related Equipment which will require debt service and possible tax rate adjustment at some point
- 3. Possibility of additional personnel (Public Works)
- 4. Operational Expenditures cuts
- 5. Fund Balance Amount in Current Budget Proposal and change in proposed use

# Proposed Decreases to FY Budget per Town Council (May 24 2024)

## TOWN OF LAKE LURE

Proposed Decreases to FY Budget per Town Council (May 24 2024)

1	Building Repairs and Improvement	\$25,000.00 (Administration)
2	Police Part Time Salaries	\$10,000.00 (Police)
3	OVERALL TOWN RETIREMENT	\$10,000.00 (Public Works)
4	PW Insurance	\$15,000.00 (Public Works)
5	<u>DELETED ACCOUNT-Comm DEV</u>	<u>\$18,000.00 (Comm Dev)</u>
	TOTAL DECREASE	<b><u>\$78,000.00</u></b>

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Continue Discussions regarding Sewer Replacement Project

**AGENDA INFORMATION:**

**Item Number:** VIII  
**Department:** Administration  
**Contact:** Michael Dydula, Project Manager  
**Presenter:** Michael Dydula, Project Manager

**BRIEF SUMMARY:**

Discussions will continue regard the sewer replacement project. Specifically, Town Council and staff will hold discussions regarding what work may be possible during the next lake drawdown.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

N/A

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

N/A



**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Review Ruby-Collins Proposed Amendment 4

**AGENDA INFORMATION:**

**Item Number:** IX  
**Department:** Administration  
**Contact:** Michael Dydula, Project Manager  
**Presenter:** Michael Dydula, Project Manager

**BRIEF SUMMARY:**

Ruby-Collins has submitted a proposed Amendment 4. The purpose of this amendment is to clarify intentions regarding Amendment 2 given the events of January 2024 which have revealed site conflicts with the Owner's contractor for the drain valve installation project (Morgan Corp.).

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve Ruby-Collins Amendment 4.

**ATTACHMENTS:**

Proposed Ruby-Collins Amendment 4; Ruby-Collins Amendment 2

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval.

**Project:** Subaqueous Sanitary Sewer (SASS) Replacement Project / Lake Lure, NC

**Reference:** Sunset Cove North Shore GLS STA 67+60 thru 82+10  
Modification to Amendment 2

**Subject:** Amendment 4 – March 20, 2024

**Owner:** Town of Lake Lure, North Carolina

**Design-Builder:** Ruby-Collins, Inc.

This Amendment 4 clarifies intentions regarding Amendment 2 given the events of January 2024 which have revealed site conflicts with the Owner’s other Contractor (Morgan Corp.). Morgan Corp’s work has required Lake level management which is incompatible with the work of the Design-Builder. Since Morgan Corp’s work must take priority, and consequently the already-abbreviated GLS work schedule would be drastically impacted, the Owner and Design-Builder have agreed to postpone Amendment 2 work. The Design-Builders work is being delayed per section 8.2 of the “General Conditions of the Contract” and as such they are entitled to an extension of time and compensation per sections 8.2.1 and 8.2.2 respectively. The Design-Builder is requesting compensation for delays per section 8.2.2 of \$150,066.32 including fee. An extension of time per section 8.2.1 will be determined at a later date.

Total costs of work completed under Amendment 2 are summarized below, and details of these costs are attached.

Engineering & Permitting (LaBella)	\$100,062.00
Materials Purchases	\$351,844.68
Barge Purchase	\$107,164.18
Specialized Equipment	\$64,514.41
Misc Materials and Tools, Small Equipment and Safety Supplies	\$35,645.36
Staff Pre-Planning and Training	\$19,295.29
<b>SUBTOTAL – COMPLETED OR TO BE APPLIED TO FUTURE WORK</b>	<b>\$678,525.92</b>
Total Labor	\$166,227.00
Total Equipment Rental	\$58,892.49
Logistics Support	\$23,903.70
Survey	\$9,783.84
Per Diem	\$11,800.57
Demobilization Fee	\$150,066.32
<b>SUBTOTAL – COSTS OF ATTEMPTED START OF WORK</b>	<b>\$420,673.92</b>
<b>TOTAL – AMENDMENT 2 COSTS EXPENDED</b>	<b>\$1,099,199.84</b>

Per the table above, \$678,525.92 accounts for tangible materials, supplies and equipment that have been or will be used in the future along with the design and planning efforts for the scope in amendment 2. The value of \$420,673.92 is what was spent mobilizing, demobilizing and trying to begin construction activities in January and February of 2024.

The remaining budget associated with Amendment 2 (\$382,895.16) will be deducted from the amendment total to provide a new revised budget of \$1,099,199.84. The Design-Build Agreement budget is modified as follows:

Phase 1 (Preliminary Design and GMP preparation)	\$640,000
Amendment 1 – North SS1 Dock Casing Bores	\$850,000
Amendment 2 – North Sunset Cove STA 67+60 thru 82+10	\$1,482,095
Amendment 3 – Design, Planning & Permitting STA 1+00 – 67+60	\$550,000
<b>TOTAL PRIOR TO THIS AMENDMENT 4</b>	<b>\$3,522,095</b>
<b>DEDUCT FOR POSTPONED AMENDMENT 2 WORK</b>	<b>(\$382,895.16)</b>
<b>TOTAL AFTER THIS AMENDMENT 4</b>	<b>\$3,139,199.84</b>


All other terms of the May 2022 Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this Amendment, this Amendment shall prevail.

- ATTACHMENTS: 1) Amendment 2 Explanation of Funds  
2) GLS Cost Summary

**Town of Lake Lure**

\_\_\_\_\_  
Signature and Date

**Ruby-Collins, Inc.**

 Gary JohaniK March 20, 2024  
Signature and Date

## Amendment 2 Explanation of Funds

Description	Cost Including Fee
Demobilization Fee	\$ 150,066.320
Mobilization Labor (first 2 weeks)	\$ 63,688.02
Working Labor (2 weeks)	\$ 67,695.61
Demobilization Labor (final week)	\$ 34,843.37
Mobilization Equipment (first 2 weeks)	\$ 16,979.05
Working Equipment(2 weeks)	\$ 30,270.13
Demobilization Equipment (final week)	\$ 11,643.31
Freeman Support	\$ 23,903.70
Per Diem	\$ 11,800.57
Survey	\$ 9,783.84
<b>Subtotal: Cost of Attempt to Start Work</b>	<b>\$ 420,673.92</b>
HDPE Manholes	\$ 118,254.380
Barges (Including Crane and Labor Support)	\$ 107,164.180
LaBella Design	\$ 100,062.00
HDPE Pipe/Fittings	\$ 68,316.78
Concrete Canvass	\$ 46,313.14
Concrete MHs	\$ 41,056.55
Specialized Fusion Equipment	\$ 38,322.63
Misc Materials and Tools/Small Equipment and Safety Supplies	\$ 35,645.36
Cable Mats	\$ 26,356.33
MH Risers and Lids	\$ 23,784.74
Staff Prep/Planning (Nov/Dec)	\$ 13,736.29
Casing Spacers	\$ 11,919.61
Rigging	\$ 9,839.43
Laydown Rock	\$ 8,894.40
Turbidity Curtain	\$ 8,857.71
Crane Mats	\$ 7,494.64
57 Stone for Pipe	\$ 6,948.75
Poly/Electrofusion Training	\$ 5,559.00
<b>Subtotal: Completed to be Applied to Future Work</b>	<b>\$ 678,525.92</b>
<b>Total (W/Fee)</b>	<b>\$ 1,099,199.84</b>

### GLS Cost Summary

Description	Total Cost (Including Fee)	Phase 1	Amendment 1	Amendment 2	Amendment 3
Engineering and Permitting	\$ 808,497.92	\$ 355,776.00	\$ 74,709.92	\$ 100,062.00	\$ 277,950.00
RC Planning and Design Support	\$ 570,010.29	\$ 284,224.00	\$ -	\$ 13,736.29	\$ 272,050.00
Installed/Stored Materials	\$ 502,329.96	\$ -	\$ 150,485.28	\$ 351,844.68	\$ -
Labor	\$ 491,407.44	\$ -	\$ 319,621.44	\$ 171,786.00	\$ -
Equipment (Including RC Barge Purchase and Specialized Fusion Equipment)	\$ 432,055.03	\$ -	\$ 227,675.73	\$ 204,379.30	\$ -
Demobilization Fee	\$ 150,066.32	\$ -	\$ -	\$ 150,066.32	\$ -
Misc Materials and Tools/Small Equipment and Safety Supplies	\$ 86,850.54	\$ -	\$ 25,013.40	\$ 61,837.14	\$ -
Per Diem	\$ 44,319.59	\$ -	\$ 32,519.02	\$ 11,800.57	\$ -
Survey	\$ 29,759.05	\$ -	\$ 19,975.21	\$ 9,783.84	\$ -
Freeman Support	\$ 23,903.70	\$ -	\$ -	\$ 23,903.70	\$ -
<b>Total</b>	<b>\$ 3,139,199.84</b>	<b>\$ 640,000.00</b>	<b>\$ 850,000.00</b>	<b>\$ 1,099,199.84</b>	<b>\$ 550,000.00</b>

**Project:** Subaqueous Sanitary Sewer (SASS) Replacement Project Lake Lure, NC

**Reference:** NCDEQ Plan Set Lake Lure GLS North Alignment North Shore Sunset Cove Station 82+10 – 67+60

**Subject:** Agreement Amendment 02 – July 12, 2023

**Owner:** Town of Lake Lure, North Carolina

**Design-Builder:** Ruby-Collins, Inc.

The purpose of this amendment is to carry forward the Phase 1 GMP scope and allow the Project Team to attempt HDPE, lateral and manhole installation along the northern shore of Sunset Cove. All the work associated with this activity is to be completed in accordance with the approved plans. The work will be completed at the 12-foot drawdown level. Like last winter, it is anticipated that the execution of this work will help the Project Teamwork through the learning curve of pipe, manhole and lateral installation in the backshore. These learnings will be used to develop the best method for completing future scope and assist in firming up future pricing. All boats can stay in their boathouses during the work.

The HDPE pipe, manhole and lateral installation work for the North Shore of Sunset Cove will begin around January 01, 2024, and work within the window of January 01, 2024, to March 31, 2024. Together, all parties including the Town of Lake Lure, Labella, and Ruby-Collins have decided to pursue the cost of this work via an open book approach. Below are the guidelines for the open book cost.

**MATERIAL** – Material will be billed according to invoices including sales tax.

**LABOR** – Labor will be billed by the hour and by the fee schedule submitted with the GMP with the latest budget pricing from July of 2023. A summary list of the fee schedule is listed below.

Project Director	\$231.70 per hour	Crew Foreman	\$104.35 per hour
Division Director	\$191.55 per hour	Class 4 Operator	\$80.35 per hour
Senior Project Manager	\$161.25 per hour	Class 3 Operator	\$73.45 per hour
Project Manager	\$139.10 per hour	Class 2 Operator	\$64.30 per hour
Project Engineer	\$110.05 per hour	Class 5 Labor	\$64.30 per hour
Project Superintendent	\$139.10 per hour	Class 4 Labor	\$59.70 per hour
		Class 3 Labor	\$50.50 per hour

\*\*It has been discussed and agreed to by all parties that the Town of Lake Lure may choose to provide certain labor positions to help with the work. There will be no charge for labor provided by the Town and the Town is solely responsible for taxes, insurance, benefits etc. for the Town’s employees. When traveling away from home, Ruby-Collins employees are guaranteed a minimum of 40 hours per week and billings will be submitted as such regardless of inclement weather or other delays beyond our control. During normal working conditions, actual hours worked for the day will be billed for hourly positions and salaried positions will be billed 8 hours per day and 40 hours per week.

**EQUIPMENT** – It has been agreed to by all parties that the Town of Lake Lure may provide certain pieces of equipment to help with the work. For those pieces of equipment provided by the Town of Lake Lure, the Town will maintain operational responsibility. Operational responsibility is described as normal shop attention, equipment grease, oil changes, etc. Fuel will be provided by Ruby-Collins for Town provided equipment. Full rates will be charged for equipment provided by Ruby-Collins. If it is determined during the work that other equipment is needed beyond the list below, then together the Project Team will establish a fair rate for invoicing of such equipment. Normal wear and tear, such as bucket teeth, track wear, replacement hoses etc. will be held for the Town’s account. Cost associated with equipment abuse and caused by an employee of Ruby-Collins will be held for the Ruby-Collins account.

Project Vehicles	Full Rate \$27.15 per hour
Kom 238 Excavator	Full Rate \$135.46 per hour
JD 135G Excavator	Full Rate \$104.63 per hour
Hoe Ram Attachment	Full Rate \$27.00 per hour
Takeuchi TL12	Full Rate \$69.81 per hour
Bomag Compactor	Full Rate \$16.05 per hour
JD 624 Loader	Full Rate \$90.52 per hour
HDPE Fusion Machines	Full Rate \$67.20 per hour/machine
Generators	Full Rate \$10.50 per hour/generator
Sweeper	Full Rate \$66.98 per hour
Trench Boxes	Full Rate \$24.71 per hour/box

Miscellaneous Small Tool Rentals will be as invoiced including sales tax.

Barge Equipment and Push Boats are to be supplied by the Town of Lake Lure and no charges are associated with these items.

\*\*\*If during the construction, the Town of Lake Lure does provide such operational responsibility as fuel, grease etc., then a credit will be applied to the equipment billings.

**SUBCONTRACT** – Specialty subcontract work i.e., welding, local surveyor, hauling etc. will be billed according to invoices including sales tax.

**GENERAL CONDITIONS** – General Conditions cost, such as project personnel living expense, field offices, site toilets, project videos and photos, permitting cost, engineering services, equipment delivery etc. will be billed according to invoices including sales tax.

**DESIGN-BUILDER FEE** – A Design-Builder Fee of 9% will be applied to the total of all cost.

**BONDS & INSURANCE** – A Bonds and Insurance Fee of 2% will be applied to all cost including the Design-Builder Fee amount.

All parties associated with the project recognize the unique nature of the work and agree that the above intends to capture as much cost summary as possible. However, if during the work the Team discovers consequential cost related to the project conditions and unbeknownst to anyone at the time of this amendment, then all parties agree to carry forward the good faith experienced in negotiations so far and resolve any issues fairly to all parties.

**General Amendment 02 Budget**

Phase 1 Contract Amount	\$640,000.00
Amendment 01 North SS1 Dock Casing Bores Budget	\$850,000.00
Amendment 02 North Shore Sunset Cove Station 82+10 – 67+60	\$1,482,095.00
Revised Contract Amount w/ Amendment 01 and 02	\$2,972,095.00

A copy of the Amendment 02 North Shore Sunset Cove Station 82+10 – 67+60 Budget is attached to this document.

All other terms of the May, 2022 Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this Amendment, this Amendment shall prevail.

Town of Lake Lure William H. Perkins 07/29/23  
Signature and Date Town Manager

Ruby-Collins, Inc. [Signature]  
Signature and Date 07/29/23

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

SB Ford  
7/28/2023  
Fund 58



Project: Lake Lure - Sunset Cove North Shore Pipe  
 Date: 7/12/2023  
 Subject: Amendment 02 - Install pipe staion +/-67+60  
 to station +/-82+10 at 12-foot draw down  
 during the winter of 2023-2024



Material			
16 inch HDPE	1,360.0 feet	\$35.40	\$48,144.00
Manholes	4.0 each	\$26,807.15	\$107,228.60
57 Stone	395.0 tons	\$21.50	\$8,492.50
Sumps	10.0 each	\$355.00	\$3,550.00
Porta Jon	3.0 months	\$450.00	\$1,350.00
Wood Mats	10.0 each	\$750.00	\$7,500.00
Services	4.0 each	\$2,112.50	\$8,450.00
Cable Mats	3,160.0 sqfeet	\$15.45	\$48,822.00
Core Logs	1,355.0 feet	\$15.50	\$21,002.50
Spacers	86.0 each	\$450.00	\$38,700.00
End Seals	18.0 each	\$450.00	\$8,100.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
Total-----			\$301,339.60
Tax-----		7.0%	\$21,093.77
Total with Tax-----			\$322,433.37

Sub-Contract			
Labella	1.0 lmsm	with allowance	
Haul Stone	395.0 tons	\$20.00	\$7,900.00
Waste	35.0 loads	\$210.00	\$7,350.00
Equip Mobe	20.0 moves	\$1,350.00	\$27,000.00
Freeman	480.0 hours	\$120.00	\$57,600.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
	xxxx	\$0.00	\$0.00
Total-----			\$99,850.00

Operations-----	60 days		
Director	24.0 manhours	\$231.70	\$5,560.80
Division Director	48.0 manhours	\$191.55	\$9,194.40
Senior PM	48.0 manhours	\$161.25	\$7,740.00
Project Manager	96.0 manhours	\$139.10	\$13,353.60
Project Super	240.0 manhours	\$139.10	\$33,384.00
Project Engineer	480.0 manhours	\$110.05	\$52,824.00
Foreman	480.0 manhours	\$104.35	\$50,088.00
Class 4 Operator	600.0 manhours	\$80.35	\$48,210.00
Class 3 Operator	600.0 manhours	\$73.45	\$44,070.00
Class 5 Labor	600.0 manhours	\$64.30	\$38,580.00
Class 4 Labor	600.0 manhours	\$59.70	\$35,820.00
Class 3 Labor	600.0 manhours	\$50.50	\$30,300.00
Vehicles	1,416.0 hours	\$27.15	\$38,444.40
Kom238	480.0 hours	\$135.46	\$65,020.80
Kom138	480.0 hours	\$104.63	\$50,222.40
Hoe Ram for 138	480.0 hours	\$27.00	\$12,960.00
Takeuchi TL12	480.0 hours	\$69.81	\$33,508.80
Bomag Compactor	480.0 hours	\$16.05	\$7,704.00
JD624 Loader	480.0 hours	\$90.52	\$43,449.60
Fusing Machine - 2	480.0 hours	\$67.20	\$32,256.00
Generators - 2	480.0 hours	\$10.50	\$5,040.00
Sweeper 1/2 time	240.0 hours	\$66.98	\$16,075.20
Trench Boxes	480.0 hours	\$24.71	\$11,860.80
Misc Rentals	480.0 hours	\$11.70	\$5,616.00
	xxxx	\$0.00	\$0.00
Living Expenses	4,416.0 manhours	\$11.25	\$49,680.00
Total-----			\$740,962.80

SUMMARY		
Construction Cost-----		\$1,163,246.17
Engineering-----		\$0.00
Contingency-----	7.5%	\$87,243.46
Design Builder Fee-----	9.0%	\$112,544.07
Allowance Labella Design, Permit & Inspection---		\$90,000.00
Bonds and Insurance-----	2.0%	\$29,060.67
Total Estimated Price-----		\$1,482,094.38

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Revisit Discussions regarding Change Orders

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

At the March work session and action meeting, there were discussions in regard authorities to approve change orders. Staff requests that Council revisit discussions so staff can work towards putting a change order policy in place that fits the needs of the Town.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

Recent Change Order Requests Submitted by Morgan Corporation (for reference)

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends that an approval limit be set that allows Council discretion, but enables projects to continue moving forward in a timely manner.









Date: 4/08/2024

Address: 182 Memorial Hwy  
Lake Lure, NC 28746

Attn: Micheal Dydula

Re: Additional Water Control for Excessive Tainter Gate Release  
**Morgan Corp. Change Order Request 50048.05.1.**

Dear Mr. Dydula,

Original COR for Widening of the Tanner Gates \$32,500.00 for widening the tanner gate spillway channel downstream of the project site.

Due to the heavy rains and effort to keep Ruby Collins working on the sewer line project, additional provisions were requested and installed to divert excess water away from MC's site during Tainter Gate water releases. I have included the pricing breakdown below for your review, please let me know if you have any questions or need additional information.

- Plugs in the river crossing to prevent back flow. **\$5,628.00**
- Slush Grout Rock berm in between Tainter Gate channel and work site. **\$12,181.00**  
(Concrete, Pump Truck, Form Work, Labor)
- In addition to the added costs, MC is requesting **14** additional days to be added to the contract schedule due to rain/flooding/water control for the sewer line contractor. Notification was sent to ToLL via email dated 01/03/24 and 01/25/2024.

**Total request for additional charges. \$17,809.00.**  
**Total Additional Days 14.**

\_\_\_\_\_  
Jason Fischer (Project Manager)  
Morgan Corp

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance

**CHANGE ORDER NO.: 05**

Owner:	Town of Lake Lure, NC	Owner's Project No.:	N/A
Engineer:	Schnabel Engineering South, P.C.	Engineer's Project No.:	18C21024
Contractor:	Morgan Corp.	Contractor's Project No.:	50048
Project:	Lake Lure Dam, Reservoir Drain Construction		
Contract Name:	Lake Lure Dam, Reservoir Drain Construction		
Date Issued:	April 17, 2024	Effective Date of Change Order:	April 17, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional efforts/materials to construct alternative sewer line pier supports developed as a result of a change in site conditions. Specifically, the top of rock elevation was found to be higher than the elevation used in the design which necessitated a change in the support pier geometry to satisfy the original design intent. See attached change order request for more details.

Attachments:

Change Order Request 50048.07 from Morgan Corp. dated April 8, 2024

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 7,463,660.00	Original Contract Times: Substantial Completion: May 19, 2024 Ready for final payment: June 8, 2024
<b>Increase</b> from previously approved Change Orders. \$ 193,730.09	<b>Increase</b> from previously approved Change Orders. Substantial Completion: 118 Ready for final payment: 118
Contract Price prior to this Change Order: \$ 7,657,390.09	Contract Times prior to this Change Order: Substantial Completion: September 14, 2024 Ready for final payment: October 4, 2024
<b>Increase</b> from this Change Order: \$ 17,568.00	<b>Increase / Decrease</b> from this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 7,674,958.09	Contract Times with all approved Change Orders: Substantial Completion: September 14, 2024 Ready for final payment: October 4, 2024







Date: 04/08/2024

Address: 182 Memorial Hwy  
Lake Lure, NC 28746

Attn: Micheal Dydula

Re: Sewer Line Pier Revisions  
**Morgan Corp. Change Order Request 50048.07.**

Dear Mr. Dydula,

Please find the following lump sum price totaling \$ **17,568.00** for the revised sewer line detail. This change, noted on revised drawing set 12/20/23, sheet (9 of 16) Detail 2A and 3A, added 24 grouted rock anchors, added width to piers requiring additional neoprene pads for pipe seats, and revised rebar detail.

---

Jason Fischer (Project Manager)  
Morgan Corp

---

Owners Signature

---

Date of Acceptance

---

Date of Acceptance



8-Apr-24

**CHANGE ORDER ESTIMATE**

Job Name Lake Lure Drain Valve  
 Change Order # 50048.07  
 Description Revised Sewer Line Pier Detail and Rock Anchors

	M.H.	Rate	Total
Direct Labor	140	\$ 43.71	\$ 6,137
Project Manager	5	\$ 117.06	\$ 585
Project Engineer	0	\$ -	\$ -
Safety Engineer	0	\$ -	\$ -
QC Engineer	0	\$ -	\$ -
Project Controls	0	\$ -	\$ -
Site Superintendent	5	\$ 101.46	\$ 507
Field Clerk	0	\$ -	\$ -
Foreman	0	\$ -	\$ -

Total Labor \$ 7,229

	Per Diem	Hours	Rate	Amount	Total
Craft		122	\$ 11.00	100.00%	\$ 1,342
Supervision		5	\$ 12.50	100.00%	\$ 63

Total Subsistence \$ 1,405

	Total
Material & Equipment	\$5,365
Misc Material	\$0
<b>Total Material</b>	<b>\$5,365</b>

Subcontract \$ -

Gen Equipment \$ 2,512

Total Sub & Equipment	\$ 2,512
<b>P&amp;P Bond</b>	<b>\$ 145.51</b>
Subtotal Mat'l, & Subs	\$ 5,365
Labor/Per Diem	\$ 8,634
Equipment	\$ 2,512
Sales Tax 7.00%	\$ 376
OH and Fee 10.00%	\$ 536
<b>Sub Total</b>	<b>\$ 17,568</b>

**CHANGE ORDER NO.: 06**

Owner:	Town of Lake Lure, NC	Owner's Project No.:	N/A
Engineer:	Schnabel Engineering South, P.C.	Engineer's Project No.:	18C21024
Contractor:	Morgan Corp.	Contractor's Project No.:	50048
Project:	Lake Lure Dam, Reservoir Drain Construction		
Contract Name:	Lake Lure Dam, Reservoir Drain Construction		
Date Issued:	April 17, 2024	Effective Date of Change Order:	April 17, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Contractor provided power and pumping to control water level within Bay 4. This was done to prevent differential loading on the Bay 4/5 buttress wall during and after excavation in Bay 5. See attached change order request for more details.

Attachments:

Change Order Request 50048.08 from Morgan Corp. dated April 8, 2024

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 7,463,660.00	Original Contract Times: Substantial Completion: May 19, 2024 Ready for final payment: June 8, 2024
<b>Increase</b> from previously approved Change Orders. \$ 211,298.09	<b>Increase</b> from previously approved Change Orders. Substantial Completion: 118 Ready for final payment: 118
Contract Price prior to this Change Order: \$ 7,674,958.09	Contract Times prior to this Change Order: Substantial Completion: September 14, 2024 Ready for final payment: October 4, 2024
<b>Increase</b> from this Change Order: \$ 6,971.00	<b>Increase / Decrease</b> from this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 7,681,929.09	Contract Times with all approved Change Orders: Substantial Completion: September 14, 2024 Ready for final payment: October 4, 2024





Date: 04/08/2024

Address: 182 Memorial Hwy  
Lake Lure, NC 28746

Attn: Micheal Dydula

Re: Pump and Power for Bay 4 Dewatering  
**Morgan Corp. Change Order Request 50048.08.**

Dear Mr. Dydula,

Please find the following lump sum price totaling **\$13,942.00** for the pump and power to control water level and to prevent differential loading of bay 4 buttress wall. Morgan Corp agreed to pay half the cost associated with this request. **Total COR \$6,971.00.**

\_\_\_\_\_  
Jason Fischer (Project Manager)  
Morgan Corp

\_\_\_\_\_  
Owners Signature

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Date of Acceptance



8-Apr-24

**CHANGE ORDER ESTIMATE**

Job Name ToLL Drain Valve  
 Change Order # 50048.08  
 Description Pump and Power For Bay 4

	M.H.	Rate	Total
Direct Labor	80	\$ 43.71	\$ 3,497
Project Manager	5	\$ 117.06	\$ 585
Project Engineer	0	\$ -	\$ -
Safety Engineer	0	\$ -	\$ -
QC Engineer	0	\$ -	\$ -
Project Controls	0	\$ -	\$ -
Site Superintendent	0	\$ 101.46	\$ -
Field Clerk	0	\$ -	\$ -
Foreman	45	\$ 69.83	\$ 3,142

Total Labor \$ 7,224

	Per Diem	Hours	Rate	Amount	Total
Craft	80	\$ 11.00	100.00%	\$ 880	\$ 880
Supervision	45	\$ 12.50	100.00%	\$ 563	\$ 563

Total Subsistence \$ 1,443

	Total
Material & Equipment	\$4,300
Misc Material	\$0

Total Material \$4,300

Subcontract \$ -

Gen Equipment \$ 572

Total Sub & Equipment	\$ 572
<b>P&amp;P Bond</b>	<b>\$ 102.28</b>
Subtotal Mat'l, & Subs	\$ 4,300
Labor/Per Diem	\$ 8,667
Equipment	\$ 572
Sales Tax 7.00%	\$ 301
OH and Fee 10.00%	\$ -
<b>Sub Total</b>	<b>\$ 13,942</b>

**CHANGE ORDER NO.: 07**

Owner:	Town of Lake Lure, NC	Owner's Project No.:	N/A
Engineer:	Schnabel Engineering South, P.C.	Engineer's Project No.:	18C21024
Contractor:	Morgan Corp.	Contractor's Project No.:	50048
Project:	Lake Lure Dam, Reservoir Drain Construction		
Contract Name:	Lake Lure Dam, Reservoir Drain Construction		
Date Issued:	April 17, 2024	Effective Date of Change Order:	April 17, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

To improve access to the downstream work area, the Contractor will pave with a bituminous asphalt an area between the existing asphalt access road and the river crossing. See attached change order request for more details.

Attachments:

Change Order Request 50048.09 from Morgan Corp. dated April 8, 2024

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ 7,463,660.00	Original Contract Times: Substantial Completion: May 19, 2024 Ready for final payment: June 8, 2024
<b>Increase</b> from previously approved Change Orders. \$ 218,269.09	<b>Increase</b> from previously approved Change Orders. Substantial Completion: 118 Ready for final payment: 118
Contract Price prior to this Change Order: \$ 7,681,929.09	Contract Times prior to this Change Order: Substantial Completion: September 14, 2024 Ready for final payment: October 4, 2024
<b>Increase</b> from this Change Order: \$ 24,000.00	<b>Increase / Decrease</b> from this Change Order: Substantial Completion: N/A Ready for final payment: N/A
Contract Price incorporating this Change Order: \$ 7,705,929.09	Contract Times with all approved Change Orders: Substantial Completion: September 14, 2024 Ready for final payment: October 4, 2024







Date: 04/08/2024

Address: 182 Memorial Hwy  
Lake Lure, NC 28746

Attn: Micheal Dydula

Re: Access Road Paving  
**Morgan Corp. Change Order Request 50048.09.**

Dear Mr. Dydula,

Please find the following lump sum price totaling **\$24,000.00** for the access road paving. No mark-up is included for this change request.

---

Jason Fischer (Project Manager)  
Morgan Corp

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Owners Signature

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Date of Acceptance

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Date of Acceptance

**INVOICE**

NCEP  
Po Box 1211  
Hendersonville, NC 28793

nceptllc@yahoo.com  
+1 (828) 435-3003



**Morgan Corp**

**Bill to**  
Morgan Corp  
1800 E Main St  
Duncan, SC 29334

**Ship to**  
Morgan Corp  
214 State Road 1306  
Lake Lure, NC 28746

**Invoice details**

Invoice no.: 436  
Terms: Due on receipt  
Invoice date: 03/28/2024  
Due date: 03/28/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Asphalt Road Replacement</b>	Cut and remove existing damaged asphalt, regrade and compact existing base, install woven fabric matting, re-pave with type 9.5c hot mix asphalt approximately 1440 (80'x18') square feet, 6" asphalt depth	1	\$24,000.00	\$24,000.00

**Total** **\$24,000.00**

**Note to customer**

Thank you for your business.

**Overdue** 03/28/2024

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Review Draft Budget Amendment #371 for Mark Twain Drive Street Maintenance

**AGENDA INFORMATION:**

**Item Number:** XI  
**Department:** Public Services  
**Contact:** Dean Lindsey, Public Services Director  
**Presenter:** Dean Lindsey, Public Services Director

**BRIEF SUMMARY:**

Public Services Director Dean Lindsey is requesting a budget amendment for \$15,000 for the repairs made to Mark Twain Drive.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

Draft Budget Amendment

**FUNDING SOURCE:**

General Fund Balance

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval of the budget amendment at the next regular Town Council meeting.

**TOWN OF LAKE LURE  
BUDGET AMENDMENT**

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

**Department:** Public Works

**Purpose:** To fund street maintenance for Mark Twain Drive with Town limits

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

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
592	800000		\$15,000	\$190,000

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

Account Name: **Transfer From General Reserve Fund-Fund Balance**  
Account Number: 10-398600  
Amount: **\$15,000.00**

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

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

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Resolution No. 24-04-24 Supporting the Repayment of the North Carolina Parks and Recreation Trust Fund (PARTF) Grant for the Purchase of 176 Boys Camp Road

**AGENDA INFORMATION:**

**Item Number:** XII  
**Department:** Parks, Recreation, and Lake  
**Contact:** Dana Bradley, Parks, Rec., & Trails Coordinator  
**Presenter:** Dana Bradley, Parks, Rec., & Trails Coordinator

**BRIEF SUMMARY:**

Town staff has been in the process of working towards repayment of a \$223,125 North Carolina Parks and Recreation Trust Fund (PARTF) Grant the Town received in 2018 for the purchase of 176 Boys Camp Road for the completion of the Rocky Broad River Recreation Area. The purpose of the repayment is to avoid non-compliance with PARTF regulations when the communications tower is installed on the property, as the tower is a public safety priority. A public meeting and 30-day comment period was completed on April 17<sup>th</sup>. The next requirement is for Town Council to adopt a resolution in support of the repayment.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To adopt Resolution No. 24-04-24 Supporting the Repayment of the North Carolina Parks and Recreation Trust Fund (PARTF) Grant for the Purchase of 176 Boys Camp Road.

**ATTACHMENTS:**

Resolution No. 24-04-24 Supporting the Repayment of the North Carolina Parks and Recreation Trust Fund (PARTF) Grant for the Purchase of 176 Boys Camp Road

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends adoption.



**RESOLUTION NO. 24-04-24**

**RESOLUTION BY THE TOWN OF LAKE LURE TOWN COUNCIL SUPPORTING  
REPAYMENT OF THE NORTH CAROLINA PARKS AND RECREATION TRUST FUND  
(PARTF) GRANT FOR THE PURCHASE OF 176 BOYS CAMP ROAD**

**WHEREAS**, the Town the Lake Lure received a N.C. Parks and Recreation Trust Fund (PARTF) grant in 2018, (DNCR contract number #2019-892) from the North Carolina Department of Natural and Cultural Resources (DNCR) to assist in the acquisition of 2.5+ acres for its Rocky Broad River Recreation Area; and

**WHEREAS**, in accordance with the grant criteria of PARTF, a declaration of restrictions was recorded in the County of Rutherford Registry restricting the use of the 2.5+ acres converted acres to public recreation; and

**WHEREAS**, the Town of Lake Lure government has reviewed and considered public comments and subsequently approves the reason(s) for a conversion such that the land will no longer meet the PARTF grant criteria; and

**WHEREAS**, the governing body of the Local government hereby determines that it is necessary and in the public interest to convert 2.5+ acres of land to non-recreation use and to provide at least equivalent valued repayment; and

**NOW, THEREFORE BE IT RESOLVED**, that the Town Council of the Town of Lake Lure hereby supports the repayment of the \$223,125 N.C. Parks and Recreation Trust Fund (PARTF) grant from the North Carolina Department of Natural and Cultural Resources (DNCR) to assist in the acquisition of 2.5+ acres for its Rocky Broad River Recreation Area located at 176 Boys Camp Road.

**READ, APPROVED AND ADOPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Wendy Terry, Deputy Clerk

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

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Discuss Options for Temporary Loading Zone used by Morgan Corporation

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Morgan Corporation has constructed a temporary loading zone in Morse Park for the purpose of the drain valve installation project. Staff would like to discuss the possibilities of the loading zone remaining in place after the project, as it could be beneficial to Town operations. Additionally, staff would like to discuss what steps would need to be taken in order to make the loading zone permanent.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

N/A

**ATTACHMENTS:**

Photos of the Temporary Loading Zone

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff feels that the loading zone would support Town operations in the future.









**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Project Manager Updates

**AGENDA INFORMATION:**

**Item Number:** XIV  
**Department:** Project Management  
**Contact:** Michael Dydula, Project Manager  
**Presenter:** Michael Dydula, Project manager

**BRIEF SUMMARY:**

Project Manager Mike Dydula will provide Council with an update in regard to ongoing major projects.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: April 24, 2024**

**SUBJECT:** Town Manager Updates

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

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

**XVI**

**ADJOURNMENT**