

LAKE LURE TOWN COUNCIL MEETING PACKET

Tuesday, April 23, 2025
5:00 p.m.



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

I Call to Order

II

Agenda Adoption

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL WORK SESSION AND ACTION MEETING

Wednesday, April 23, 2025 at 8:30 a.m.

Lake Lure Fire Department



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Consent Agenda**
 - A. Approval of March Minutes**
 - B. Approval of Town Manager's Contract**
- IV. Amendment to the Town Council Meeting schedule to add Storm Recovery Status Meetings**
- V. Resolution No. 25-04-23 Appointing Dustin Waycaster as Deputy Town Manager**
- VI. Consider Approval of Fire Department Lease Agreement with Fairfield Mountains Property Owners Association**
- VII. Consider Approval of LaBella Task 25 for Boys Camp Rd. Bridge Replacement Design**
- VIII. Request to Repair a Failed Retaining Wall Using Soil Nails that Extend into the Town Right-of-Way**
- IX. Lake Structure Condemnations**
- X. Review Draft of Proposed FY 25-26 Budget**
- XI. Storm Recovery Updates**
- XII. Town Manager/Project Updates**
- XIII. Public Comment**

The public is invited to speak. Please keep comments limited to three minutes or less. Comments may also be submitted in writing to the town clerk, kmartin@townoflakelure.com at least one hour prior to the meeting.
- XIV. Adjournment**

VI

CONSENT AGENDA

- A. Approval of March 2025 Minutes
- B. Approval of Town Manager's Contract

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, March 3, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Commissioner Jim Proctor
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Jeff Geisler, Rumbling Bald
Dana Bradley, Parks and Rec
Laura Krejci, Communications Director
Mike Williams, Community Development
Dean Lindsey, Public Works Director
FEMA

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman sent out an update on Saturday. On March 5, 2025 ICF will be giving a presentation on the different projects the Town has.

Fema has amended the PPDR program for debris removal which does include all those in the zip code 28746. If they come across cars or boats, they can remove and will be placed at another location for owner contact. No other updates at this time.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

No updates at this time.

VI. Public Works Updates:

-Dean Lindsey advised we have received the estimate for the Chimney Rock connector. This came in at an estimated 5 million.

-Hydro access Rd came in at \$871,000 and Bay 8 at \$135,000. The access road is important for if there are issues we need to be able to get to the equipment. Town will review.

-The divers are still working. Wednesday they are planning on wet side testing.

-Lake levels will continue to be drawn down to 988.0 for sewer repair. Working with Ashbritt to identify and plan to repair issues. No flush order could be possible.

_West End Project continues. Meet scheduled for March 5, 2025 to finalize schedule. 4 months for completion (High estimate). Looking to begin a river and pump station and work our way up.

-No new information on Proctor Rd at this time.

-Morse Park: Moving forward on reseeding park. Docks are prepped and ready to be pulled from lake for storage once lake is low enough. Working on the marina removing pump an also repairing the Gazebo area.

-Boys Camp Road bridge: Out for bid with council funding approval.

-Lift Station: Working on getting the proper permits from the county.

-Power has been restored to town hall for Pangea and will work on connecting emergency siren.

No other updates at this time.

VII. Communications Updates:

Laura Krejci states positive feedback with updates and the PPDR program including all those in the 28746 zip code, not just the Town limits. No other updates at this time.

VIII. Finance Department:

Steve advised that there is an Audit presentation tomorrow 3/4/2025. Copy of PowerPoint will be sent. No other updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

-Good news on the battle stone quote. Initially it was at \$18,000. There was some confusion and came back with an \$11,000 quote. The second quote came in about \$8,400.

-Currently there is about \$10,000 for Morse Park restoration. No other updates at this time.

X. Community development Updates:

-Sent out 60+ letters to homeowners regarding demolition of their Lake structures significantly damaged. Insurance did not cover most as they did not have flood insurance. All condemnation will go to the Town directly. No other updates at this time.

XI. FEMA:

Registration for FEMA assistance ends this week. Asking to promote. Will update if registration gets extended.

XII. Police Department:

No storm related updates at this time.

XIII. Rumbling Bald Updates:

Jeff Geisler had no updates at this time.

IV. TDA

No updates at this time.

V. Other

-Commissioner Scott Doster advised that he seen the plans for workforce housing on the green space. This is a back up to site near the school.

-Discussion of the floodplain, working with them to make sure it's adequate for the area.

-Boats are still being pulled currently and property owners have been advised that Lake Levels will continue to go down and boats should be removed.

-Boys Camp road still using sewer. May have to turn water off.

-Fire department is currently under response plan to help where needed. Currently under a no burn ban as humidity is low and area is dry and no rain. Will keep working to head anything off before they get worse.

-Fema has sent inquire on where we stand about funding.

VI. Adjournment:

Commissioner Scott Doster made a motion to recess council briefing until Wednesday March 5, 2025 at 9:00am. Commissioner Jim Proctor seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE
REGULAR TOWN SPECIAL WORK SESSION AND
ACTION MEETING**

Monday, March 4, 2025, at 9:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Commissioner Jim Proctor
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Stephen Ford, Finance Director
Claire Earnhardt, CPA
Laura Krejci, Communications Director

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 9:00am.

II. Agenda Adoption:

No agenda to adopt.

III. Audit Presentation

Stephen Ford, Finance Director introduced Claire Earnhardt from Martin, Starnes, and Associates, CPAs.

Claire Earnhardt began her presentations.

She began by stating there were no unmodified opinion, which means there was no discrepancies to the public. General Fund had a growth of about 470,000 or 9.4% from year 2022 to 2023. Expenditures showed a decrease. Available fund balance for the year 2023 showed 6.3 million.

The Top 3 in the General fund for revenue was Ad Valorem, un-restricted Intergovernmental, and others.

The Top 3 expenditures are Public Safety, cultural and recreation, and other (special projects, insurance, etc.)

Overall, it was found we have material weakness, proper material documentation, and delays in providing documentation. Most issues can be explained or resolved. At this time we have 60 days to provide a response.

There were 6 findings for 2022, two of which have been corrected. At this time Claire completed her presentation of the Audit for the year 2022-2023.

Discussion ensued with findings. The board thanked Claire and Stephen for their work on the audit.

IV. Public Comments

No public Comments.

V. Adjournment:

Commissioner Patrick Bryant made a motion to adjourn. Commissioner Dave DiOrio seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL BRIEFING MEETING

Wednesday, March 5, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Commissioner Jim Proctor
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Laura Krejci, Communications Director
Mike Williams, Community Development
Dean Lindsey, Public Works Director
Doug Ramsier, ICF

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:22 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman had a few future updates.

- A meeting is scheduled for Friday with Nick to go over the information on the Dam and all A&B projects should be submitted this week accounting for over \$800,000.
- Will be meeting with the state on Monday for the mitigation program.
- Will be on a call with Chloe Moore to hopefully be able to move forward with the West End project at 11:00am.
- The purchased property for the West End project has been verbally agreed on but have not signed documents at this time.

- The meadery is waiting to see about the bank stabilization. The town will not be caring for that but may be in the scope for FEMA/Army Corp. We have time to wait right now but will proceed with the condemnation process at later time if needed.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

County inquiries about Army Corp scope of work with the river. Was concerned that they may be looking to pull from Lake Lure. Partially was to get Right of Entry for Lake Lure residents that are in the county and contractors pushing for contracts to clean up river. No concerns or other updates at this time.

VI. Public Works Updates:

- Dean Lindsey began with DEQ asking for a flow allotment for town. This would give the Town more ability to make decisions on who is approved to connect to the sewer. Will need town approval. Board advised to gather all additional information and present the proposal at a later time.
- Valve project is still moving forward. We will begin testing the bleeder valve today and open the gate tomorrow. Hope to have divers out by Friday.
- At 1 pm today will meet to go over the West End sewer project. Should have a timeline of when work can begin.
- Will be switching out the PRV on March 12th. Water will be shut off on Boys Camp Rd.
- Lift station is still moving forward, awaiting permits through Rutherford County.
- Will be working on a game plan for the sewer line repairs.

VII. Communications Updates:

- Laura Krejci advised that the United Way donation approved a 50,000 to be given to the Fire Department for equipment. More specifically a heart monitor that will be placed at the Fairfield Fire Department.
 - Cajun Navy would like to do a program here in Lake Lure. Possibly an Easter egg Hunt. Just want the council aware and will update as more details come available.
 - Also, Dogwood will be visiting. They provide grant funding and will be here on May 2nd.
- No other updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

Presented to the Town a presentation of a new program that will be used to keep track of all the projects from the Helene. This program is disasTrax, built off quick base. It will help with record keeping of projects including inspections, DDD, etc. Manage workflow, consolidated data and enhanced communication. This system is for monitoring, and ICF will continue to manage and update program weekly. This program will be role restricted. For any issues we have 3 points of contact. Mike Junell, Leslie Bean, and Josh Prommell.

No other updates at this time.

IX: Parks and REC:

No updates at this time.

X. Community development Updates:

Still working on the boathouse assessment report and uploading pictures. There are currently 64 significantly damaged structures we are working to address. Thank you to Aerostar for being here and helping locals with debris removal.

XI. FEMA:

No updates at this time.

XII. Police Department:

No storm related updates at this time.

XIII. Rumbling Bald Updates:

No updates at this time.

IV. TDA

No updates at this time.

V. Other

. No other comments at this time.

VI. Adjournment:

Commissioner Patrick Bryant made a motion to recess council briefing until Monday March 10, 2025 at 10:00am. Commissioner Scott Doster seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, March 10, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Commissioner Dave DiOrio
Commissioner Patrick Bryant
Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Laura Krejci, Communications Director
Mike Williams, Community Development
Dean Lindsey, Public Works Director

Absent:

Commissioner Scott Doster
Commissioner Jim Proctor

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman has a meeting with FEMA regarding the sediment and debris removal and will also meeting with NCEM as well. No updates at this time.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Chris Melton is working with the County to re-locate the fire hydrants in Chimney Rock and Lake Lure.

Advised that Buncombe County has received a 225 million dollar funds. Will try to find the source of the funds and see if Lake Lure may qualify. No other updates at this time.

VI. Public Works Updates:

-Dean Lindsey advised that dive operations are continuing. Gate has been opened and should be wrapping up and demobilize by Wednesday.

-March 26th will began the dry testing and March 27th we will do valve testing.

-Lift station is still moving forward. Electrical inspection is scheduled for today. No date at this time until inspections are complete.

-Will be meeting with Ashbritt at 1:00pm about sedimentation removal.

-Contractors are mobilizing for the West End Sewer project.

-Lake Levels are still stable right now but will drop again once the divers have demobilized. Working to get those levels back online for public to view.

-The rebuild of 64 project will be pulling sand from our sand pits. At this time, there are no other updates.

VII. Communications Updates:

-Laura Krejci starting by saying thank you to the council for meeting with the small businesses.

-Had many request for volunteer opportunities. Trying to direct people to the correct avenues.

-Pictures and storm updates have been posted online.

-Work has continued in Morse Park and looks amazing. No other updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

-Quote for Battle Stone has come in and were looking at about \$11,000.

-Will be looking at Pool Creek Park for the playground with Odom Engineering.

-Water samples should be in today. No other updates at this time.

X. Community development Updates:

Working on the damaged Lake Structures. Megan and Dean with Public Works is helping with reports and mapping.

-Still looking at the cell tower to begin mostly likely in June 2025. No other updates at this time.

XI. FEMA:

Registration has been extended till April 7th. Will be meeting with Steve Garrison regarding private roads and bridges. Will reach out to find information about the money received in Buncombe County. No other updates at this time.

XII. Police Department:

Prepping for the upcoming road closure at the dam bridge. We have a vehicle stationed on Boys Camp Rd. Seems to be helping with the speeding. No other updates at this time.

XIII. Rumbling Bald Updates:

We have our first wedding on Saturday. Excited. No other updates at this time.

IV. TDA

No updates at this time.

V. Other

-Carol C. Pritchett met with Don Cassin with the TDA. Discussed the ability to advertise for Lake Lure. Even though the Lake is closed, we have many other things available and open. Many thanks for all that were involved with the meeting with small businesses in the area. We will continue to work hard and move forward with recovery. No other updates at this time.

VI. Adjournment:

Commissioner Patrick Bryant made a motion to recess council briefing until Wednesday, March 12, 2025 at 10:00am. Commissioner Dave DiOrio seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

MINUTES OF THE TOWN OF LAKE LURE REGULAR TOWN COUNCIL MEETING

Tuesday, March 11, 2024 @ 5:00 pm

Legends at Rumbling bald



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor
Town Manager, Olivia Stewman
William Morgan, Attorney
Laura Krejci, Communications Director
Kimberly Martin, Town Clerk

I. Call to Order

Mayor Pritchett called the meeting to order at 5:03pm

II. Agenda Adoption

Commissioner Scott Doster made a motion to adopt the agenda as presented. Commissioner David DiOrio seconded the motion and all were in favor.

III. Mayor's Communication

Mayor Carol C. Pritchett spoke thanking everyone for coming and Jeff Geisler and Scott Martin for the use of Rumbling Bald. We continue to move forward with the recovery process and hopeful in the things to come.

IV. Town Mangers Communication

Recovery efforts continue for the town.

Drain Valve project will be finishing up at the end of this month. The Fire department will begin to move into the Fairfield April 1st. Sprinkler system being installed and some remodeling to house the fire fighters.

Want to make everyone aware that if you have not signed up for Everbridge to please do so.

Available resources for those in need through HopeNC.

Had the opportunity to speak at the Greenville Rotary club. Updated with all our recovery efforts. Was thankful for the opportunity.

No other updates at this time.

V. Council Liaison Reports and Comments

Commissioner Scott Doster liaison for the Zoning and Planning Board met on February 18. One new member was added to the board and officers will be elected this month.

Commissioner Scott Doster Liaison for the ABC Board advised still doing well. Reminder that hours are 12 to 7. Hours will remain for the foreseeable future.

Liaison for the BOA Commissioner David DiOrio was unable to attend meeting so Commissioner Scott Doster filled in. Stated that a case was heard and a determination was given. New members and officers will be decided next month.

Commissioner Jim Proctor liaison for the Parks and Rec board advised that meetings will resume beginning April 3rd at 1:30. On March 22, 2025 Carolina Climbing Coalition is celebrating 30 years and will hosting an event.

Advisory Board luncheon has been scheduled for April 3 at Legends at Noon.

Commissioner Patrick Bryant who was unable to attend tonight and is the liaison for the Vacation Rental Advisory Board will update with a date once it has been decided.

VI. Consent Agenda

A. Approval of February 2025 Minutes

Commissioner Jim Proctor made a motion to approve the February 2025 minutes. Commissioner David DiOrio seconded the motion and all were in favor.

VII. Unfinished Business

There is no unfinished business.

VIII. New Business

A. Private Property Debris Removal Program Presentation

Gabby Allerton presented a program that is contracted through the Army Corp. This program is for private property and small business owners to have debris, including fallen trees, root balls and other matter removed at no cost to them. It is a free program and will take about 3 months to go through the process. Will be available for questions if needed.

B. Internal Controls-Policy Review and Requested Adoption

Stephen Ford, Finance director advised that from audit there were some systems that we need to have in place. A packet of the information is included. Council reviewed the information.

Commissioner Jim Proctor made motion to approve the Internal Controls Policy as presented. Commissioner David DiOrio seconded the motion and all were in favor.

C. Conflict of Interest-Policy Review and Requested Adoption

Stephen Ford, Finance director advised that from audit there were some systems that we need to have in place. A packet of the information is included. Council reviewed the information for a conflict of Interest policy.

Commissioner Jim Proctor made motion to approve the Internal Controls Policy as presented. Commissioner David DiOrio seconded the motion and all were in favor.

D. Resolution 25-03-11 for Revenue Replacement Loan

Stephen Ford, Finance director presented the Revenue Replacement Loan information. This is for disaster response activity. The town would be looking at repaying 1 dollar to start and will increase to 10% and then increase again. The information provided shows amounts and the breakdown of repayment.

Commissioner David DiOrio made a motion to approve Resolution 25-03-11 for Revenue Replacement Loan. Commissioner Scott Doster seconded the motion and all were in favor.

E. Notice of Violation Appeal NOV2024046

Rick Carpenter presented for Community Development that a week after Helen applicant was notified of issues with the erosion. Was understanding with the storm issues. At a later date applicant was notified of issues again. The site had no activity and at that time a citation was issued on February 3, 2025. Advised that this property is in need of erosion control.

Property owner Troy Schurter spoke regarding property at "184 Garden Lane". We were unable to access property for a few weeks after the storm. A water line was put in by the water department. I assumed that the water department would be in contact with the town. Was unaware that I had to notify them even with the permits in place. Majority of the runoff is from the storm and the silt fences have held except 2 or 3 small sections. It has not cleared the brush fence and seeding has been done. We have also applied with the Personal property debris removal. In hopes that if we put in place additional fencing and continue to resolve the issues having the silt removed when contractors are available.

Council began discussion and questions.

Commissioner Scott Doster made a motion to suspend the NOV2024046 until April 4th, 2025 while owner installs a double silt fence and improvement being made on the sediment

removal to avoid erosion. Commissioner David Doster seconded the motion and all were in favor.

F. Storm Recovery updates

We have many storm recovery updates to provide.

The West End Sewer Project is now set to move forward this week. Will be about a 4 month process for completion.

A final design for the Proctor Road project will be available soon.

The Public Works department has been working long and hard cleaning up parts of Morse Park. Hoping to open a portion of Morse Park at a later date with half the area being utilized for the subsurface debris and sediment removal.

The National Guard continues to help with the trail clean up on the Weed patch Trail.

Letters have been sent to property owners in regards to the demolition of damaged Lake Structures.

Water Samples have been received and things look really good. Turbidity is improving with each testing.

Weekly updates are available on our website.

Mayor Carol C. Pritchett thanked everyone for their continue hard work.

IX. Public Comments

A. Bob Mitchell (332 Snug Harbor Circle)

Stated that he is impressed with the work that has already been done. Although there has been some minor damage to properties and hopes that more attention is given in consideration of the sewer lines. Stated that property owners could possible help by moving debris out for contractors to be able to get to easier.

B. Troy Schurter (184 Garden Lane)

No longer had a comment and had left meeting.

C. Steve Milito (1412 Proctor Rd)

Advised that his questions were answered and no longer needed to speak.

D. Jeff Smith (235 North Shore Drive)

Received the letter for a damaged Lake structure that needs removed. Upset as he feels that he did not have enough time and was confused with the letter and what exactly it meant. Mike Williams with Community Development spoke on behalf of the letter and apologized for the misunderstanding and advised that they could speak after the meeting. Jeff was in agreeance.

Mayor Carol C. Pritchett thanked everyone for their comments! Advised that next month Town Council would be meeting downstairs on the terrace.

IX. Adjournment

Commissioner Scott Doster made a motion to adjourn the meeting, Commissioner David DiOrio seconded and the motion carried 4-0, the meeting ended at 6:00pm.

ATTEST:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, March 12, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Scott Doster
Commissioner Jim Proctor
Commissioner Dave DiOrio

Town Manager, Olivia Stewman

Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Laura Krejci, Communications Director
Mike Williams, Community Development
Dean Lindsey, Public Works Director
Dana Bradley, Parks and Rec

Absent:

Commissioner Patrick Bryant

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman met with FEMA and they have verbally approved scope for sediment removal and negotiations are being made to begin this week. Mayor Pritchett advised we would make all aware at a Special Public Forum. As of now that is set for Tuesday March 18, 2025 at Rumbling Bald.

At this time Olivia had no other updates.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Slope Tapering with the Army Corp. No other updates at this time.

VI. Public Works Updates:

- Divers are completing the last dive and will be demobilizing. We will be closing the road on Friday for testing. We are still clearing debris for the valve testing.
- Will be doing the electrical and working with inspections to begin lift station testing next week.
- West End sewer project beginning this week. The PRV valve is being replaced as we speak on Boys Camp Rd.
- The seeding with Morse Park should be completed by Friday. Will then begin pulling the docks out of the water and cleaning up the marina area. Dean advised that Olivia will need to provide a PPR for the tennis/pickle ball courts and Pond. (Task force for Ashbritt).

VII. Communications Updates:

No other updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

Work being done pushing as claimable cost for FEMA. We have 2 new projects (sewer lift station and marina floating dock system) isolated for individual project for cost. Hoping to Tabletop (push to the top for quicker response). The Dam stabilization has shifted to a traditional project. Working to re-strategies to get reimbursement. ICF hoping for a quicker turnaround.

IX: Parks and REC:

- Need to verify the location for the playground. Discussion ensued. Moving the equipment may be harder than expected. Will look at possible other location.
- Working to open Buffalo Creek.
- Will have next board meeting on April 15, 2025.

X. Community development Updates:

Mike Williams updated that he did continue a conversation with Jeff Smith and was able to make things right. Continuing to work on the damaged lake structures, otherwise no other updates at this time.

XI. FEMA:

Evan advised Dana that team Rubicon decided to go with another county. Friday there will be a tour with FCO. Office of Government Accountability will be here March 25th, 2025. Will need a contact person and address. No other updates at this time.

XII. Police Department:

As of right now we have checked with Rutherford County and they are not issuing any citation. Will contact Henderson County to check with them as well. Will be getting quote to repair police boat per the council requests. No other updates at this time.

XIII. Rumbling Bald Updates:

No updates at this time.

IV. TDA

No updates at this time.

V. Other

-Foothills met and funds for the Chimney Rock and Lake Lure connector has voted to move the funds to Polk County. At this time we are unable to benefit from it and it should go to someone now. When in position we will resubmit to the DOT. Will continue to look at other avenues and grants. No other updates at this time.

VI. Adjournment:

Commissioner Jim Proctor made a motion to recess council briefing until Monday, March 17, 2025 at 10:00am. Commissioner Scott Doster seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, March 17, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Scott Doster
Commissioner Jim Proctor
Commissioner Dave DiOrio
Commissioner Patrick Bryant

Town Manager, Olivia Stewman

Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Laura Krejci, Communications Director
Mike Williams, Community Development
Dean Lindsey, Public Works Director
Dana Bradley, Parks and Rec

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman met with FEMA's Brett Howard. Scope for the sediment removal was approved on Friday. Having a Special meeting on 3/18/25 as which time Army Corp and NCEM should be in attendance. Discussion ensued of possible scope of sediment removal. Dean is concerned about the sewer. Morgan Corp and Ashbritt along with the Public Works will begin work on the sewer.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

No updates at this time.

VI. Public Works Updates:

Currently the Lake levels are being held where there at. There will be a window at which homeowners and contractors can do work on seawalls and other repairs with concrete. Will need to keep public and contractors up to date. Sewer system is a major issue and need to continue to push. Waste water treatment plant is necessary. Beginning boat slips and dock removal and the West End sewer project is moving forward.

VII. Communications Updates:

Notice of special meeting has been posted and seen almost by 10,000 people. Rumbling Bald is setting it up for maximum seating. Not asking press to be there as this if for the community. Morse Park still closed but clean up continues. No further updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

Reach out to Will Ray about weed Patch. National Guard is ready to go just waiting. Upper Boulders trail waiting on signs.

X. Community development Updates:

Mike Williams continues to work on damaged lake structures list. Evolving and continues to change. Will report those that are ready to move forward and will leave the rest

XI. FEMA:

Evan advised that she will keep reaching out to keep things moving forward that are in the works. No updates to report at this time.

XII. Police Department:

As of right now we have checked with Rutherford County and they are not issuing any citation. Will contact Henderson County to check with them as well. Will be getting quote to repair police boat per the council requests. No other updates at this time.

XIII. Rumbling Bald Updates:

No updates at this time.

IV. TDA

No updates at this time.

V. Other

No other updates at this time.

VI. Adjournment:

Commissioner Patrick Bryant made a motion to recess council briefing until Wednesday, March 19, 2025 at 10:00am. Commissioner Jim Proctor seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

**MINUTES OF THE TOWN OF LAKE LURE
REGULAR TOWN COUNCIL MEETING**

Tuesday, March 18, 2025 @ 6:00 pm

Lakeview Terrace at Rumbling Bald



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor
Town Manager, Olivia Stewman
William Morgan, Attorney
Laura Krejci, Communications Director
Kimberly Martin, Town Clerk

I. Call to Order

Mayor Pritchett called the meeting to order at 5:04pm

II. Introduction: Mayor Carol C. Pritchett

Mayor Carol C. Pritchett opened the meeting thanking Rumbling Bald for use of the beautiful location and the continued support. Would like to thank all our special guests for being here.

Edith Vinson Maitlandt, FEMA

Colonel Brad Morgan, United States Army Corp of Engineers

George Minges, United States Army Corp of Engineers

Drew Christy, Director of Governor Steins Western Office

Jenine Stevenson, NC Emergency Management

Dwayne Collins, NC Emergency Management

Bob Barker, NC Emergency Management

We have amazing news for the community and we will begin with Abby Causey from United Way of Rutherford County.

III. Consolidation of Lake Lure Fire Department and Fairfield Fire Department: Fire Chief Dustin Waycaster

Abby Causey from United Way of Rutherford County presented a \$50,000 check to Fire Chief Dustin Waycaster for the purchase of a new heart monitor that will be at the Fairfield Fire Department. Fire Chief Dustin Waycaster thanked United Way for the donation and the Town for the continued support.

We are working to consolidation the Fairfield Fire Department into the Lake Lure Fire Department to help in response times and convenience for the community. Currently it could take an average of 15 minutes to respond to an emergency. This will help reduce these times significantly. This will also help homeowner reduce their insurance cost. We are fortunate to have this opportunity to continue the work that we do and provide that same care throughout Lake Lure. We are very thankful for all our volunteers and will continue to utilize them, however we will have a 24/7 staff on hand. We will continue training and look at apply for a safer grant that will help cover some expenses as we move forward.

IV. Storm Recovery Updates: Olivia Stewman

Town Manager Olivia Stewman gave an update on the projects the Town is currently working on.

There are currently 80 to 90 projects that have been worked into groups to have 37 projects.

The West End sewer project is underway and is estimated to take 4 months to complete.

Landslide on Proctor Rd., design is ready and will being construction.

Working on the Boys Camp Rd. bridge design to begin the building of the permanent bridge.

I'm sure some have noticed the work being done in Morse Park. Public Works has been working diligently and have done a fantastic job so far on beautifying our park. Will update once were able to open the park.

The Army Corp is offering debris removal for personal property and small business. (PPDR). Please if you have not signed up, do so as they will be here through April. This is a free service.

Some of you many have received damaged Lake Structure letters. There has been some confusion and want to make aware it's not us telling you were going to tear it down. We are giving you the option as a free resource to have damaged lake structure removed. Contact the Community Development department with questions.

The drain valve project that began 2 years ago that was expected to be completed in October is now wrapping up. The bridge road will be closed on March 27th for testing.

The town will now begin subsurface removal. Meeting turned over to George Minges from Army Corp of Engineers.

Mr. Minges stated that currently we have cleaned up 42,000 cubic yards of debri and about 32,000 tons of soil. Around 30,000 cubic yards of debris has been removed from the surface of the lake.

What's next: We will begin sub surface removal. Currently working on the scope of work that has been provide by council and contracts for the project. We will begin on the West side of lake to re-establish entry. Looking to remove about 20 feet of sediment from coves. Will also work with the feeder streams and down from Dam.

The PPDR program is a great way to get debris removed so be sure to sign up. Starting inspections and moving on to clean ups.

V. Community Q&A

*Will all coves go down to the 20ft?

-No, they will go to pre-disaster condition.

*What is the expected timeline for the sediment removal?

-We expect to complete the sediment removal end of July or early August.

*How will this affect the sewer system?

-Working with the Town to assure protection of the sewer. Any damages that may occur will be rectified.

*How is the church and Graveyard on Boys Camp Rd?

-The church and graveyard are in good shape.

*What is the timeframe for the road through Chimney Rock? Dot keeps moving date out.

-This is unknown at this time. DOT would have a better answer.

*Will the Lake be raised when sediment removal is complete?

-Dependent on other work that the Town plans to work on in conjunction with the sediment removal.

*With the comprehensive plan, will there be community input?

-Yes, there will be a couple different opportunities for input and as always we keep Chimney Rock in consideration. Mayor gave a brief statement.

*What is the plan on deeper areas?

-Surveys have been done and plan to reach the dangerous material out from the deeper areas.

*Engineer spoke advising that there are 2 types of work. What is the Army Corps Plan?

-May have to look but unsure until we get out there. We will be sure to clean up everything.

*Will they be open to working with Public Works for sewer safety?

-Yes, already working in conjunction with Public Works. Taking precautions but it's by no means perfect.

*Do you believe the Lake is expected to be open by spring of 2026?

Yes, the work is extensive and we are working diligently. This year is almost impossible, but we absolutely expect to open next year.

*Total amount of debris/sediment to be removed?

- 1 million cubic yards.

*Where is the waste and debris going?

-It is being taking out of town to land fields to be disposed. The vegetative debris is at multiple locations to be reused or recycled.

*What do we do if we have not heard anything from the PPDR program?

-At this time, you do not need to do anything. They will be in contact to schedule inspection once they get to that point. Working in sections so, be patient it will take some time.

*Are risk assessments being done?

Yes, we are working with the fire departments, and emergency management. Also the National Guard and state will be helping with those as well.

*Will the River be cleaned up?

-Army Corp scope is limited to Lake Lure (Town) and Chimney Rock. The county is doing work and may just take some time. Contact Rutherford County Emergency Management to follow up with them for more information.

*Someone advised there is a river clean scheduled for March 20. Unsure of the information.

*Have prevented measures been discussed?

-Yes, prevented measures have been discussed and will continue to work and look to the future.

*What is the condition of the Dam?

-The Dam is stable for now.

Mayor Carol C. Pritchett thanked everyone for coming out and supporting the Town during the recovery process.

IX. Adjournment

Commissioner David DiOrio made a motion to adjourn the meeting, Commissioner Jim Proctor seconded and the motion carried 4-0.

ATTEST:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL BRIEFING MEETING

Wednesday, March 19, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Dave DiOrio
Commissioner Patrick Bryant

Town Manager, Olivia Stewman

Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Laura Krejci, Communications Director
Dana Bradley, Parks and Rec

Absent:

Commissioner Scott Doster
Commissioner Jim Proctor
Mike Williams, Community Development
Dean Lindsey, Public Works Director

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman.

III. Town Manager:

Olivia Stewman spoke with Nick regarding the category A and B projects with FEMA. They are moving forward quickly and should start to see some turn around. Difference between the projects small vs. Large is really money. Smaller projects are estimated cost while large projects reflect actual cost. ICF explained to keep moving forward the way we are.

Inspections are scheduled to begin on Monday. Hopeful these will move quickly.

Will push for Brian with Labella to begin the task order or the design build. Discussion ensued with last night's meeting and scope of the sediment removal that will begin soon.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

No updates at this time.

VI. Public Works Updates:

No updates at this time.

VII. Communications Updates:

Laura verified that Buffalo Shoals Rd. at the Dam will be closed on March 27th for the whole day.

Commissioners and Mayor will be meeting with PBS today and tomorrow.

Private sectors are setting up a river cleanup day on March 20th. No other updates at this time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

Doug advised that the Water collection system at this time has been deferred to leadership. Town will submit documentation of the perceived damage and we will continue to move forward from there. No other updates at this time.

IX: Parks and REC:

Update on playground. Will be placed in Morse Park to the left of the walking path near the gazebo. It is a great location for the new playground. The town and the community will be completely involved in the design.

Discussion over the marina replacement.

Weed Patch is still planned but waiting on approval. Being held up by funds that are continued to be negotiated.

X. Community development Updates:

Mike Williams continues to work on damaged lake structures list. Will hopefully have completed today.

XI. FEMA:

No updates at this time.

XII. Police Department:

No updates at this time.

XIII. Rumbling Bald Updates:

No updates, but felt the meeting on March 19, 2025 was well received and positive.

IV. TDA

No updates at this time.

V. Other

ICF stated that they are working on displacing silt to gain access to critical infrastructure in the town.

VI. Adjournment:

Commissioner Patrick Bryant made a motion to recess council briefing until Monday, March 24, 2025 at 10:00am. Commissioner David DiOrio seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE

REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, March 24, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor

Town Manager, Olivia Stewman

Laura Krejci, Communications Director
Dana Bradley, Parks and Rec
Dean Lindsey, Public Works Director
Chris Melton, Assistant Fire Chief

Absent:

Mike Williams, Community Development
Sean Humphries, Police Department
Dustin Waycaster, Fire Chief

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 10:00 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and stated that Town Manager Olivia Stewman and other staff will not be present as they are in the field with FEMA for site inspections on Town Properties.

III. Town Manager:

Town Manager Olivia Stewman was not present and no updates.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Chris Melton provided an update. Still moving forward with Fairfield, working on lease agreement and will continue with contractors for improvements.

The fires currently in Polk County, Lake Lure has assisted and will continue to do so. At this time containment is an issue and the fire has spread going towards Henderson County. We will continue to monitor and be of assistance if needed.

VI. Public Works Updates:

On the lift station we had some issues with the pump. It has been sent to Greenville for repair. Still waiting on inspections through Rutherford County.

Valve Testing is ready and looking for hard hats before March 27th to have on site for those that will be in attendance. Will be having a lunch at 11:00am at the Canoe Restaurant.

Was notified this morning that the Dam road will be closed today from 9am to 2pm for NCDOT inspection.

Working on restoring power at town center sites. Having issues with inspections with Rutherford County. Would like to move power station to other side of walk way since it needs to be elevated. This will help conceal it from view. Council advised they were okay with this and could be decided administratively.

Working on the sidewalk and wall repair just needing fencing.

The docks have been removed from the old ABC store location.

West End sewer project is doing well. Have ran into some issues. Discussion ensued on alternate resolutions to continue moving forward.

VII. Communications Updates:

Lake Lure Classical is upset about the debris pile behind parks and rec. Unfortunately there isn't much we can do. Will continue to move forward.

We will plan to have an Easter egg hunt on April 13, 2025. Mayor Carol C. Pritchett and Laura Krejci will meet with the school to confirm.

The assisted living will be closing on April 19, 2025. May look into the building for rental for the Town. Mercy Chefs came in the beginning of the storm. Served 407,000 meals. They are planning to give grocery boxes, was directed to the outreach here.

Would also like to provide a meal for anyone in July. Will be like Christmas in July.

Would need a location. Talks will continue.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

Need some No trespassing signs for behind the parks and rec building. Need to keep people from going up there. It is a safety hazard.

Water samples are being done. Should have results back by next week. Next testing will be on April 28th. Will just need access to boat.

Spoke at the Rutherford Kiwanis Club and received \$10,000 donation towards the trees and shrubs in Morse Park. Also \$963.00 towards mulch. This was a great thing.

Trail work continues on weed patch. Still unsure of the National Guard but remain hopeful.

X. Community development Updates:

No updates at this time.

XI. FEMA:

No updates at this time.

XII. Police Department:

No updates at this time.

XIII. Rumbling Bald Updates:

Having some issues with Rutherford County inspections with the floodplain. Trying to work through the issues but unsure of what that may be.

IV. TDA

No updates at this time.

V. Other

Proctor road has a start date for some time in May.

Lake levels will be actively going down 12ft.

Should receive the sonar report back today.

VI. Adjournment:

Commissioner Patrick Bryant made a motion to recess council briefing until Monday, March 31, 2025 at 10:00am. Commissioner Scott Doster

seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE
REGULAR TOWN SPECIAL WORK SESSION AND
ACTION MEETING**

Friday, March 28, 2025, at 8:30 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Commissioner Jim Proctor
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Mayor, Carol C, Pritchett

Town Manager, Olivia Stewman

Stephen Ford, Finance Director
Laura Krejci, Communications Director
Dustin Waycaster, Fire Chief
Dean Lindsey, Public Works Director
Sean Humphries, Police Chief
Mike Hager,
Evan Smith, FEMA

Absent:

I. Call to Order

Mayor Carol C Pritchett called meeting to order at 8:36 am.

II. Agenda Adoption:

Commissioner Scott Doster made a motion to approve the agenda as presented.
Commissioner Patrick Bryant seconded the motion and all were in favor.

III. Eagle Scout Project Amendment

Town manager, Olivia Stewman presented the Eagle Scout project amendment to the board. They have changed the scope of the project to include 2 benches and a small box library to be placed in Morse Park.

Commissioner Jim Proctor made a motion to approve the Eagle Scout Project Amendment. Commissioner Scott Doster seconded the motion and all were in favor.

IV. Public Service Building Proposal

Town Manager Olivia Stewman presented the proposal of the Public Works building. This would allow to relocate Public Works near the Parks and Rec building.

Dean Lindsey added that quotes for the project are in the packet. The project would take 4 to 6 months to complete and could be started immediately. The only thing that would be left after construction would be to build a pole barn for storage.

Commissioner Scott Doster asked what would the old building be used for or could it be utilized for the Police Department. Discussion ensued

Commissioner Jim Proctor made a motion to approve the Public Works building proposal. Commissioner Scott Doster seconded the motion and all were in favor.

V. Capital Project Ordinance Bridge Loan

Stephen Ford, Finance Director presented to council the Capital project Ordinance Bridge Loan. Stated this was a bit of housekeeping. We needed to have an ordinance in place. The board reviewed the information provided.

Commissioner Jim Proctor made a motion to approve the Capital Project Ordinance Bridge Loan. Commissioner Scott Doster seconded the motion and all were in favor.

VI. Resolution 25-03-26 Accepting State Bridge Loan

Stephen Ford, Finance Director presented to the board the acceptance of the State Bridge Loan.

Commission Jim Proctor made a motion accepting the State Bridge Loan.

Commissioner Patrick Bryant seconded the motion and all were in favor.

VII. Storm Updates

Town manager Olivia Stewman advised that FEMA was working on site inspections for Town Hall, Marina, and Welcome center. We should have the reports back by the end of the day. Discussion ensued.

Sediment removal is still in the works, working on the contract approval. Army Corp is mobilized and ready to go and once contract is settled the will begin.

FEMA is asking for remedy for the historical status of the Flowering bridge. We are working with Army Corp to salvage some pieces for a memorial.

Michael Williams has completed a draft of the demolition of lake structures and has been sent to FEMA.

Sending offer to Chloe Moore on the purchase of the property needed for the West end sewer project. Dean, Labella, and Olivia have been working on possible sewer line with Fae Nectar. It may be more costly, but more efficient for the town to own the line.

Commissioner Dave DiOrio agrees. Will get a proposal together and present to the board at a later date.

Dean Lindsey advised that the sewer allocation will be about 84,000 per DEQ. This is for all new sewer connections. What was on the sewer prior to storm is already accounted for.

Met with Chimney Rock to discuss a grant for a study on the area. Will have more information at a later date.

Dana Bradley Park and rec director advised they will be working in Buffalo Creek Park to reconnect parking lot. National Guard is mobilized, just waiting for fund approval.

Dustin Waycaster had no updates at this time.

Dean Lindsey advised valve testing went well and is completed. We do have a few small things to complete but all things are a go. Discussion ensued.

West End Sewer project is the next big project working to move and get completed.

Proctor Road project is set to start in May.

Morse Park clean up continues and working on an opening date. A portion of the field was given back as it's not need by Ashbritt and current lake levels are 985.

Mike Hager stated there is a few bills for Helene. Money is being allocated to different areas and may be available to the town. Discussion ensued.

Evan Smith with FEMA advised recovery centers are closing and April 7th, 2025 is the deadline.

Sean Humphries, gave praise to Ashbritt. Had a driver with a suspended license and Ashbritt handled it quickly and the department thanks them for their quick response.

Laura Krejci reminder that Asheville Citizen times will be here Wednesday April 2nd, 2025 to begin interviews regarding Helene recovery.

Mountain Biz work grant could be up to 25,000. Posted on the website for business owners.

The WNC small business grants has about 7,000 applicants.

There has been a ton of questions about road opening through Chimney Rock. Still unable to give accurate information.

Rowing teams have reached out and are hopeful they may be able to use the Lake this fall or spring.

Meeting with Don Cason on Monday. No other updates at this time.

Stephen Ford, finance director advised money was deposited into the bank on Monday from approval of the Loan. Still working on the insurance portion and will update when more information is available.

VIII. Town Manager/Project Updates

Dustin Waycaster, Fire Chief met with officers and volunteers at the Fairfield Fire department. Training new firefighters and they will begin dissolution of the LLC. April 7, 2025 they will vote to turnover to Lake Lure Fire. Will also sign any remaining assets to Lake Lure. The quote for the sprinkler system and remodel came in at \$120,000. Next week we will begin to have paid staff at that location. Dustin thanked Jennifer and Steve for working so hard with the insurance for staff. It means a lot to all of us. Also the brush truck is currently out of order and being repaired. There will be a cook out today at noon.

IX. Public Comments

Pat Buede: Memorial Hwy.

Updates on Lago Vista Rd.? Town still working on it and plan to budget for it.

Marina sediment removal, what is the scope?

Town has submitted its scope and hoping it will all come together in the end. Unknown of what will actually take place.

At Legends, the sound makes it hard to hear any way to increase microphones?

Will work on using the microphones better and make more accessible.

Are we working on the watershed property?

Town has asked for this in the scope of work.

Is there damage to Memorial Bridge, Tryon Bay Bridge, and Lake Lure Bridge?

Okay with normal inspection. Will have another inspection once sediment removal is completed.

Lastly thanked council for all their hard work and dedication to the Town.

No other public comments.

X. Adjournment:

Commissioner Patrick Bryant made a motion to adjourn. Commissioner Dave DiOrio seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

TOWN OF LAKE LURE REGULAR TOWN COUNCIL BRIEFING MEETING

Monday, March 31, 2025, at 10:00 a.m.

Lake Lure Fire Department



Agenda

Roll Call:

Mayor, Carol C, Pritchett
Commissioner Dave DiOrio
Commissioner Patrick Bryant
Commissioner Scott Doster
Commissioner Jim Proctor

Town Manager, Olivia Stewman

Laura Krejci, Communications Director
Dean Lindsey, Public Works Director
Mike Williams, Community Development
Sean Humphries, Police Department
Dustin Waycaster, Fire Chief
Scott Martin, Rumbling Bald
Evan Smith, FEMA

Absent:

Dana Bradley, Parks and Rec

I. Call to Order

Mayor Carol C Pritchett called recessed meeting to order at 10:00 am.

II. Mayor Updates:

Mayor Carol C Pritchett opened meeting and turned over to Town Manager Olivia Stewman for updates.

III. Town Manager:

Town Manager Olivia Stewman stated that Contract is in place, just waiting on scope information.

Received the cost estimate for the Lago Vista road project. Came in around 2 million which also includes the retaining wall. Olivia will send information to council and will include Dustin and Mike Hager. Discussion ensued.

Site inspection reports from FEMA have come back and are now at the CRC. These inspection include Town Hall, Police department, Welcome Center, Marina building, Fueling station, and the Marina.

Waste water treatment plant inspection is scheduled for Thursday at 8:30am. No date for collections systems but hopes will be completed around the same time as the waste water treatment plant.

No other updates at this time.

IV. Human Resources Updates:

No updates at this time.

V. Fire Department Updates:

Working with FEMA with on-site inspections. No other updates.

VI. Public Works Updates:

Moving forward and working on restoring power at Morse Park. Meeting with Jason today to go over direction for lake levels. Currently at 984.2. West end sewer project going well and moving along. No other updates at this time.

VII. Communications Updates:

Lake Lure Classical Academy would still like the docks that are temporarily placed at the property across from the academy to be moved. Dean is working on a plan to make those less visible to the public eye.

Reminder that we will be doing the citizen-times interviews this week.

We will also be having the Advisory Board luncheon at noon on April 3, 2025 and the Parks and Rec board will follow immediately after.

Lake Lure Classical Academy has a new food truck that will operate 3 days a week. Will have a ribbon cutting on April 9th, 2025 at 2:00 pm.

Arbor day is coming up and were working on having a ceremony and plant a few trees. Will discuss more and give update at a later time.

VIII. Finance Department:

No updates at this time.

IX. ICF:

No updates at this time.

IX: Parks and REC:

Dana was not present today, but is working on the Buffalo Creek Trail head and hoping to get things moving there.

X. Community development Updates:

Michael Williams gave update that they will continue to allow contactors to work on lake structures and retaining walls as long as it does not interfere with the Army Corps progress on the sediment removal.

Should we be telling people to pull the stuff out from under the boathouses? At this time we do not have an answer but can update more next week. People are encouraged to apply for the PPDR program located at the arcade building.

FEMA and the emergency management team has a new model base flood elevation. (990.88) Recommended to increase freeboard. Discussion ensued.

Deese project is actively moving forward. Town advised that he still is unable to go under any town road and no long term road closures. All other issues would need to be brought to the board for consideration.

No other updates at this time.

XI. FEMA:

No updates at this time.

XII. Police Department:

No updates at this time.

XIII. Rumbling Bald Updates:

Would like to keep updated on the Lake draw down schedule. Will be working on repairs to the Cabana. Hoping to open access to the beach and will keep lake blocked off. We have seen a decline in golfing by about 20% but were thankful they are still utilizing Rumbling Bald.

IV. TDA

No updates at this time.

V. Other

There is a possible DOT meeting today will update if able to locate information.

Flowering Bridge removal needs EHP (environmental historical preservation).

Cason will be here to shut of the gas to the fueling station and will move forward with removing the gas pump once FEMA site inspections are complete. No other updates at this time.

VI. Adjournment:

Commissioner Jim Proctor made a motion to recess council briefing until Monday, April 7, 2025 at 10:00am. Commissioner Scott Doster seconded the motion and all were in favor.

Attest:

Kimberly Martin, Town Clerk

Carol C. Pritchett, Mayor

STATE OF NORTH CAROLINA
COUNTY OF RUTHERFORD

TOWN MANAGER EMPLOYMENT
AGREEMENT RENEWAL

THIS AGREEMENT made and entered into this ____ day of April, 2025 by and between the TOWN OF LAKE LURE, NORTH CAROLINA, a body corporate and politic existing pursuant to the laws of the State of North Carolina hereinafter called the “Town” as party of the first part, and OLIVIA STEWMAN hereinafter called “STEWMAN” or “the Manager” as party of the second part, collectively hereinafter referred to as “the parties” both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the Town of Lake Lure operates under the Manager form of government pursuant to N.C.G.S. 160A-102; and,

WHEREAS, the Town desires to retain the services of Stewman as Town Manager and has offered Stewman a contingent offer of employment and Stewman has accepted the offer and the parties desire to enter into this agreement to memorialize the understanding of the parties as to the terms of Stewman’s employment as Town Manager for the Town of Lake Lure;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Employment. The Town hereby employs, engages, and hires Stewman as Town Manager pursuant to N.C.G.S. 160A-147, subject to the terms and conditions set forth herein regarding salary, benefits, severance pay, paid up vacation, and other

benefits due Manager during both her employment or upon her termination. Manager does hereby accept employment as Manager of the Town subject to the general supervision, advice and direction of the Mayor and Commissioners of the Town of Lake Lure in accordance with N.C.G.S. 160A-148.

2. Duties of Manager. The Manager shall be the Chief Administrator of the Town of Lake Lure and shall be responsible to the Town Council for administering all municipal affairs placed in her charge by the Mayor and Commissioners, and shall have the following powers and duties as set forth in N.C.G.S. 160A-148:

- (a) She shall appoint, suspend, or remove all Town officers and employees not elected by the people, and whose appointment or removal is not otherwise provided for by law, except the Town Attorney, in accordance with such general personnel rules, regulations, policies or Ordinances as the Council may adopt;
- (b) She shall direct and supervise the administration of all departments, offices, and agencies of the Town, subject to the general direction and control of the Council, except as otherwise provided by law;
- (c) She shall attend all meetings of the Council and recommend any measures that he deems expedient;
- (d) She shall see that all laws of the State, the Town Charter, and the Ordinances, Resolutions and Regulations of the Council are faithfully executed within the Town;

- (e) She shall prepare and submit the annual budget and capital program to the Council;
- (f) She shall annually submit to the Council and make available to the public a complete report on the finances and administrative activities of the Town as of the end of the fiscal year;
- (g) She shall make any other reports that the Council may require concerning the operation of Town Departments, offices, and agencies subject to her direction and control;
- (h) She shall perform any other duties that may be required or authorized by the Council.

3. Professional Obligations. The Manager either is or soon will be is a member of the International City/County Management Association (ICMA) and is professionally obligated to adhere to the ICMA Code of Ethics.

4. Manager's Discharge of Duties. The Manager agrees that she will at all times faithfully, industrially, loyally, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from the Manager pursuant to the express and implied terms hereof as Manager, to the reasonable satisfaction of the Mayor and Town Council. The Manager shall be considered a full-time employee with the obligation to devote a minimum of 40 hours weekly in carrying out the duties of Manager, and the Manager shall be considered an exempt employee in an executive position under both the Federal and State Laws and Regulations regarding overtime compensation and wages.

5. Term. Even though under North Carolina law the Manager is deemed employed at the pleasure of the Town Council pursuant to N.C.G.S. 160A-147, the Town and Manager desire to provide for continuity in Town Government. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Board of Commissioners to terminate the services of the Town Manager at any time and for any reason. Likewise, nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from her position with the Town of Lake Lure. The term of this agreement shall be one (1) year. As the end of the term approaches, the parties

shall discuss their intentions for additional term(s) of one or more years each.

6. Compensation and Manager Benefits. The Town shall pay to the Manager an annual base salary of \$117,605.00 effective March 31, 2025 and will be eligible for the next COLA increase anticipated July1, 2025. Manager shall receive other general and special benefits enumerated herein, payable on the regular pay periods of the Town during the term of this agreement, subject to increases related to the Manager's annual evaluations and other across-the-board increases afforded to all employees as budgeted by the Town Council. The Manager shall be entitled to an additional three weeks of annual vacation leave upon hire, in addition to the standard annual vacation leave accrued at the maximum rate stated in the Town's Personnel Policy for employees whose yearly base hours are 2080 (40 hour week). In addition, Manager shall be entitled to all benefits offered to the highest classification of full time employees outlined in the Town's personnel policy. Manager shall be provided with a Town vehicle to drive while in pursuit of Town business, which shall include commuting between home and the workplace, effective beginning in the 2025-2026 fiscal year.

7. Travel and Professional Expenses. Manager shall be reimbursed for all necessary expenses incurred by Manager while traveling pursuant to the Town's directions and in pursuit of the Town's business at the employee and staff rate as established by the Board, and Manager shall submit a voucher monthly to the Town for reimbursement. Additionally, the Town shall pay all professional association membership dues and Manager's tuition and expenses relating to city manager schools, conferences, and similar job-related educational and professional programs. The Town agrees to budget and pay for professional dues and subscriptions for the Town Manager which are necessary for his continuation and full participation in national, regional, state, and local associations and organizations that enhance her professional development and benefit the Town of

Lake Lure. These organizations include but are not limited to the International City/County Management Association (ICMA), the North Carolina City/County Management Association (NCCCMA), the North Carolina League of Municipalities (NCLM) and the UNC School of Government(SOG).

8. Manager Evaluations. The Mayor and the Town Council shall meet with the Manager not less than annually and as often as required, to review the Manager's job performance, and shall during the months of May and June of each calendar year, attempt to negotiate the base salary for the ensuing Town fiscal year. In the event the parties are able to agree as to the terms of compensation, then the same shall be reduced to a written memorandum, approved, and then executed by the Mayor and Manager, and shall then constitute the base salary for the next fiscal year. During the first year of her employment, the Manager shall be evaluated after six (6) months and again after 12 months.

9. Outside Activities. The Town Manager shall not engage in any teaching, consulting, counseling, or other non-town related business without the prior approval of the Board of Commissioners.

10. Bonding. The Town shall bear the full cost of bonding on any fidelity or other bonds required of the Town Manager under any law or ordinance.

11. No Reduction in Benefits. The Town of Lake Lure shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Town manager, except to the degree that such a reduction occurs across the board for all employees of the Town.

12. Termination. Even though under North Carolina law the Manager serves at the pleasure of the Town Council, any termination will be subject to the following additional terms and provisions:

- (a) In the event the Manager is terminated by the Board of Commissioners while she is willing and able to perform her duties, and not for Just Cause, then the Town agrees to pay the Manager a lump sum cash payment equal to her compensation for the remaining time left in the then current term or SIX (6) months compensation,

whichever is less. In the event the Board of Commissioners formally requests the resignation of the Manager, and the Manager resigns, then the resignation shall be deemed to be a termination.

- (b) In the event the Manager is terminated for "just cause" then the Town's only obligation to the Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined and hereby limited for the purposes of this Agreement to "detrimental personal conduct" or "unsatisfactory job performance" as defined in Article IX of the Lake Lure Personnel Policy.
- (c) If the Town reduces the base salary, compensation, or any other financial benefits of the Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall be regarded as a termination.
- (d) Contemporaneously with the delivery of the severance pay hereinafter set forth, the Manager agrees to execute and deliver to the Town a signed release, releasing the Town of all claims arising out of the termination.
- (e) The Manager will provide the Town with a minimum of 60 days written notice of any intended voluntary resignation, and in the event the Manager fails to give a minimum of 60 days written notice or as agreed between the parties, then the Manager shall forfeit all accumulated vacation and sick leave.

13. Duty of Loyalty Owed to the Town by Manager. Manager and the Mayor and Town Council will at all times endeavor to foster and maintain good communications and relations between the Manager, Mayor, and Council. Manager pledges to the Town that she will not seek other employment while employed in good standing as Manager unless the Manager shall first notify the Council and Mayor that Manager is actively interviewing, applying for and seeking other employment.

14. Modification of Contract. Any waiver, modification, or amendment to this agreement or to any term or condition herein contained shall not be valid unless in writing and duly executed by the parties herewith, and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this agreement or the rights or obligations of the parties hereunder, unless the same is in writing and duly executed. The provisions of this paragraph may not be waived.

15. Severability. All agreements and covenants contained herein are severable, and in the event any of the terms and provisions are held to be invalid by any competent Court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

16. Applicable Law. This agreement and the performance hereunder and all suits and special proceedings shall be interpreted in accordance with the laws of the State of North Carolina to the exclusion of the laws of any other forum. The terms and provisions of this contract are special so that the parties stipulate and agree that the terms and provisions may be specifically performed by any Court having jurisdiction over the parties and the subject matter of this action in the State of North Carolina.

IN WITNESS WHEREOF, Employer and Manager have executed this Agreement at Lake Lure, North Carolina, on this ____ day of April, 2024.

TOWN OF LAKE LURE

(SEAL)

By: _____
Carol Pritchett, Mayor

Attest: _____
Town Clerk

By: _____
Olivia Stewman, Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Stephen Ford, Finance Officer,
Town of Lake Lure

[NOTARY ON NEXT PAGE]

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that _____ personally appeared before me and being duly sworn says that she is the Town Clerk of the Town of Lake Lure, a municipal corporation and that by authority duly given, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by _____ as its Town Clerk.

Witness my hand and official seal or stamp, this ____ day of _____, 2024.

Notary Public Official Signature

STATE OF NORTH CAROLINA

COUNTY OF RUTHERFORD

I _____ a Notary Public for the County and State aforesaid, certify that Olivia Stewman, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the __ day of _____, 2024.

Notary Public

My Commission expires: _____

IV.

Amendment to the Town Council Meeting schedule to add Storm Recovery Status Meetings

TOWN COUNCIL MEETING SCHEDULE FOR 2025

DATE	LOCATION	TIME	MEETING TYPE
January 14, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
January 22, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
February 11, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
February 26, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
March 11, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
March 26, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
April 8, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
April 23, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
April 28, 2025	Lake Lure Fire Department	8:30 a.m.	Storm Recovery Status
May 5, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
May 12, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
May 13, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
May 19, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
May 28, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
June 2, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
June 9, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
June 10, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
June 16, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
June 23, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
June 25, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
June 30, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
July 7, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
July 8, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
July 14, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
July 21, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
July 23, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
July 28, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
August 4, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
August 11, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
August 12, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
August 18, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
August 25, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
August 27, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
September 8, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
September 9, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
September 15, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
September 22, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
September 24, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
September 29, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
October 6, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
October 13, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
October 14, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular

October 20, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
October 22, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
October 25, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
November 3, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
November 10, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
November 11, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
November 17, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
November 19, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
November 24, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
December 1, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
December 8, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
December 9, 2025	Legends at Rumbling Bald	5:00 p.m.	Regular
December 15, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
December 17, 2025	Lake Lure Fire Department	8:30 a.m.	Work Session / Action
December 22, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status
December 29, 2025	Lake Lure Fire Department	10:00 a.m.	Storm Recovery Status

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

* Storm Recovery Status meetings are held each Monday unless there is a holiday conflict.

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

IV.

Resolution No. 25-04-23

**Appointing Dustin
Waycaster as Deputy
Town Manager**

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

Meeting Date: April 23, 2025

SUBJECT: Resolution No. 25-04-23 Appointing Dustin Waycaster as Deputy Town Manager

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town Manager Olivia Stewman has requested that Town Council appoint Dustin Waycaster as Deputy Town Manager. The purpose of the Deputy Finance Officer is to allow for actions statutorily assigned to the appoint Town Manager to be taken during the Town Manager's absence. Resolution No. 25-04-23 appoints Dustin Waycaster as Deputy Finance Officer.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Resolution No. 25-04-23 Appointing Dustin Waycaster as Deputy Town Manager.

ATTACHMENTS:

Resolution No. 25-04-23 Appointing Dustin Waycaster as Deputy Town Manager

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.



**RESOLUTION NO. 25-04-23
APPOINTING DUSTIN WAYCASTER
DEPUTY TOWN MANAGER**

WHEREAS, a Town Manager has certain statutory duties including as detailed in North Carolina General Statute § 160A-148; and

WHEREAS, from time to time the Town Manager must be absent from town hall and during the Town Manager's absence various duties must be performed; and

WHEREAS, the Town Council may appoint a Deputy Town Manager for the purpose of ensuring that someone is present in town hall with authority to perform actions statutorily assigned to the appointed Town Manager during the Town Manager's absence; and

NOW, THEREFORE BE IT RESOLVED that on behalf of the Lake Lure Town Council and the citizens of the Town of Lake Lure, the Lake Lure Town Council appoints Dustin Waycaster as the Deputy Town Manager. This Resolution shall become effective upon the date of adoption.

READ, APPROVED AND ADOPTED, this 23rd day of April, 2025.

ATTEST:

Kimberly Martin, Town Clerk

Mayor Carol C. Pritchett

V.

**Consider Approval of
Fire Department Lease
Agreement with
Fairfield Mountain
Property Owners
Association**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2025**

SUBJECT: Consider Approval of Fire Department Lease Agreement with Fairfield Mountains Property Owners Association

AGENDA INFORMATION:

Item Number: V
Department: Fire
Contact: Olivia Stewman, Town Manager
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

The Lake Lure Fire Department began 24 hour operations out of the Fairfield Mountain Fire Station located at 1415 Buffalo Creek Road beginning on April 1. The Station is owned by Fairfield Mountains Property Owners Association (FMPOA). The Town has been working with FMPOA to craft a lease agreement for operating out of the station. The lease will be for \$1.00 per year with an initial term of 25 years and an option to renew for an additional 25 years. The lease will beginning on July 1, 2025.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Fire Department Lease Agreement with Fairfield Mountains Property Owners Association

ATTACHMENTS:

Draft lease is undergoing final edits and will be available at the time of the meeting.

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is between Fairfield Mountains Property Owners Association ("Lessor"), 112 Mountains Blvd., Lake Lure, NC 28746; and The Town of Lake Lure, 2948 Memorial Highway, Lake Lure, NC 28746 ("Lessee"), whose mailing address is 1415 Buffalo Creek Road, Lake Lure, NC 28746.

For valuable consideration, the receipt and legal sufficiency of which is acknowledged by their signatures below, the parties agree:

1. **Recitals.** Lessor is the owner of the building located at 1415 Buffalo Creek Road, Lake Lure, NC 28746 ("Fire Department Building"). Lessee desires to lease the Fire Department Building for use related to the Town of Lake Lure Fire Department. The Fire Department Building is 1,500 sq ft and is located immediately between the fire truck bays and the Bald Mountain golf course maintenance shop.

2. **Term.** The initial term of this Agreement shall be for twenty-five (25) years beginning July 1, 2025 and ending June 30, 2050. At the end of the initial term, the Agreement will automatically renew for an additional twenty-five (25) years, unless one of the parties were to provide the other party at least six (6) months written notice of the cancelation of the automatic renewal.

3. **Lease.** During the initial and renewal term of this Agreement, Lessee shall pay \$1.00 each year for the use of the Fire Department Building. In consideration for the use of the Fire Department Building for \$1.00 each year.

4. **Assignment and Sublease.** Lessee shall not assign or sublease this Agreement or the Fire Department Building without Lessor's prior written consent, and Lessee shall in any event remain liable to Lessor for the performance of all obligations under this Agreement. Lessee will only operate a Fire Department Building out of the leased property.

5. **Use of Fire Department Building.** Lessee shall make use of the Fire Department Building for uses consistent with the lessee's Station 1 Fire Department Building located at 622 Memorial Highway, Lake Lure, NC., 28746. The Fire Department Building can also be used to hold community-oriented meetings.

6. **Insurance.** At all times during the term of this Agreement, and at all other times while Lessee is in possession of the Fire Department Building, Lessee shall carry at Lessee's expense fire and liability insurance on the building of which the Fire Department Building is part. Lessee shall carry at Lessee's expense fire insurance upon Lessee's contents for their full insurable value, and Lessee shall also maintain premises liability coverage naming Lessor as additionally insured in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) single limit. Lessee's policy shall require the insurer to give Lessor thirty (30) days prior written notice of any cancellation of the policy. The Lessee will provide to the Lessor on an annual basis an insurance certificate showing that the Lessor has been named as additionally insured. Lessee and Lessor each agree to waive any right of subrogation each may have against the other as to all matters covered by insurance.

8. **Utilities and Maintenance.** The Lessee shall keep the Fire Department Building plumbing and electrical, HVAC, and other utilities, and all connections from the Fire Department Building to public utilities, in good order and repair at all times, at Lessee's sole expense. The Lessee shall be responsible for all repairs and to maintain the interior and exterior of the Fire Department Building and all leasehold improvements of whatever sort, in clean and safe condition at all times, including but not limited to snow and ice removal, at Lessee's sole expense. The Lessee shall in any event be responsible for any repairs to the Fire Department Building necessitated wholly or partly by the negligent acts or omissions of the Lessee or Lessee's employees, volunteers, and invitees.

9. **Additions and Alterations.** All improvements shall become the property of the Lessor at the termination of this Agreement. Lessee agrees to permit no liens or charges against the Fire Department Building, and to fully indemnify, defend, and hold Lessor harmless from any and all claims, loss or damage arising out of the same.

10. **Trade Fixtures.** Lessee shall be permitted to install equipment and trade fixtures in the Fire Department Building, at Lessee's expense. In addition, Lessee shall be permitted to remove trade fixtures installed by it from the Fire Department Building upon termination of this agreement if Lessee is not then in default, provided Lessee shall return the Fire Department Building to the same condition as they were at the time of initial entry.

11. **Damage to Premises.** If during the term of the Agreement the building of which the Fire Department Building is a part is damaged by fire or other casualty such that the Fire Department Building become untenable, and such casualty is not repaired within one (1) year, either Lessor or Lessee shall have the right to terminate the Agreement by giving the other written notice within thirty (30) calendar days after the end of the ninety (90) day period, and rent shall abate which accrues from the date of the damage to the date of termination.

Without such notice, the term of this Agreement shall continue regardless of the damage to the Fire Department Building, Lessor shall proceed with reasonable diligence to make repairs, and rent shall be abated which accrues from the date of the damage until the date on which repairs are substantially complete.

12. **Lessors Liability.** Lessor shall not be responsible to Lessee for damages or injury to persons or property of Lessee or third parties resulting from any condition upon or about the Fire Department Building other than by Lessor's direct negligence. Lessee agrees to fully indemnify, defend, and hold Lessor harmless from any and all claims, loss or damage for personal injury or damage to property arising out of Lessee's use or occupancy of the Fire Department Building.

14. **Inspection.** Lessor shall have the right at all reasonable times, but not the obligation, to enter the Premises for purposes of inspections.

15. **Condition of Premises Upon Termination.** Upon termination of this Agreement, Lessee shall return the Premises to Lessor substantially in the same condition as received, ordinary wear and tear excepted.

16. **Default.** In the event of any voluntary or involuntary petition of bankruptcy or receivership against the Lessee, or assignment proceedings are instituted against Lessee which is not dismissed within sixty (60) days of filing, or in the event Lessee shall default in performance of any of the terms, conditions, or provisions contained in this Agreement, and such default continues for ten (10) days after written notice, or in the event the Fire Department Building is deserted or vacated, Lessor shall have the right at their election to reenter and take possession of the premises and any improvements (and may forcibly remove any lock or other obstruction, and may install new locks) and/or to declare the term ended, without further notice or demand and without prejudice to any other rights of Lessor upon default. Lessor shall then have the right, but not the obligation, to sue for recovery of any rents and other sums up to the time of termination and all other damages or other relief arising out of any breach on the part of Lessee, regardless of whether Lessor reenters the premises to terminate this Agreement.

17. **Binding Effect, Entire Agreement, Severability.** This Agreement represents the entire Agreement of the parties, shall be binding upon the parties, their heirs, successors, and assigns, and may only be modified by a writing signed by both parties. This Agreement shall not be construed more strictly against any party by reason of having supplied it. Each obligation of indemnity contained in this Agreement shall survive termination of this Agreement for any reason. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. In case any one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable for any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been herein.

18. **Notices and Written Consents.** All notices and written consents required under this Agreement shall be deemed properly served when posted by certified U.S. Mail postage prepaid, return receipt requested addressed to the party to whom receipt is directed at the address stated above or at such other addresses as may from time to time be designated by written notice given in accordance with this Agreement.

19. **Subordination to Mortgages; Condemnation.** This Agreement shall be subordinate to the rights of any present or future mortgage holder claiming through Lessor, and Lessee agrees to promptly execute and deliver any documentation reasonably required by Lessor or Lessor's lender in connection with any loan transaction involving the Fire Department Building. Lessor shall be exclusively entitled to the proceeds of any eminent domain proceeding against the Fire Department Building.

20. **Waiver.** No failure by Lessor to exercise their rights shall be deemed a waiver of Lessor's rights to subsequently enforce the same.

LESSEE: Town of Lake Lure

By: _____ DATE _____
 Olivia Stewman, Town Manager

LESSOR: Fairfield Mountains Property Owners Association

By: _____ DATE _____
 Charlie Johnson, Board President

Town of Lake Lure
 Pre-Audit Statement

This instrument has been preaudited in the manner required by the Local Government/State Budget and Fiscal Control Act.

 Stephen Ford
 Finance Officer

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____ Notary Public for said County and State, certify that _____, being personally known to me or who presented a valid governmental picture ID, personally came before me this day and acknowledged that s/he as _____ of _____ a North Carolina _____, being authorized to do so, executed this Agreement as the act of the Corporation for the purposes expressed in this Agreement.

WITNESS my hand and official seal, this the ____ day of _____, 2012.

(NOTARY STAMP/SEAL)

Notary Public

My Commission Expires:

STATE OF NORTH CAROLINA, COUNTY OF _____

I, _____ Notary Public for said County and State, certify that _____, being personally known to me or who presented a valid governmental picture ID, personally came before me this day and acknowledged that s/he as _____ of _____ a North Carolina _____, being authorized to do so, executed this Agreement as the act of the Corporation for the purposes expressed in this Agreement.

WITNESS my hand and official seal, this the ____ day of _____, 2012.

(NOTARY STAMP/SEAL)

Notary Public

My Commission Expires:

VI.

**Consider Approval of
LaBella Task 25 for Boys
Camp Rd. Bridge
Replacement Design**

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2025**

SUBJECT: Consider Approval of LaBella Task 25 for Boys Camp Rd. Bridge Replacement Design

AGENDA INFORMATION:

Item Number: VI
Department: Public Services
Contact: Brian Houston, PE, LaBella Associates
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

LaBella is proposing to complete the Survey, Geotechnical Investigation, Design, Permitting, Bidding and Award support, and Construction Management required to complete the Boys Camp Road Bridge Replacement. The intent is for this scope of work to be completed by the traditional Design-Bid-Build (DBB) approach. Current estimated construction cost of this project is in the range of \$1.0 to \$1.5 million. This project is in the final stages of FEMA review for as a RAPID project.

RECOMMENDED MOTION AND REQUESTED ACTION:

To approve LaBella Task 25 for Boys Camp Rd. Bridge Replacement Design.

FUNDING SOURCE:

FEMA

ATTACHMENTS:

Proposed LaBella Task 25 for Boys Camp Rd. Bridge Replacement Design.

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval contingent upon final FEMA obligation.

February 19, 2025

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

**SUBJECT: Lake Lure On-Call Professional Services
Task 25 Boys Camp Road Bridge Replacement**

Dear Dean & Olivia:

LaBella Associates appreciates the opportunity to continue to work with the Town of Lake Lure (Town) on this project. We hope to continue the ongoing relationship as we work with you through your various engineering needs in response to Hurricane Helene. We have previously provided an engineering services agreement, and this work would be performed under that agreement. This proposal letter provides a scope of work and budget to provide the Task 25 deliverable as described below. The deliverable will consist of the Survey, Geotechnical Investigation, Design, Permitting, Bidding and Award support, and Construction Management required to complete the Boys Camp Road Bridge Replacement. The intent is for this scope of work to be completed by the traditional Design-Bid-Build (DBB) approach. Current estimated construction cost of this project is in the range of \$1.0 to \$1.5 million.

Scope

Phase 1 – Data Collection: LaBella will coordinate with our surveyor to obtain the necessary data for completion of the design and acquisition of the temporary and permanent easements necessary for the construction of the structures. Detailed surveying upstream and downstream will be required per FEMA.

LaBella will coordinate with a Geotechnical sub-consultant to obtain soils information along the proposed abutments. This geotechnical data will be used in the design of the piles and provided to the prospective bidders as a part of the construction documents.

Phase 2 – Property Owner Coordination: LaBella will work with the Town to identify properties that would be affected by the construction of the structure and the traffic management plan and will assist the Town in addressing property owner concerns including meeting with property owners (with Town personnel present) as necessary. The Town will lead property owner contacts and discussions.

Phase 3 – Preliminary Design & Construction Documents: LaBella will complete the engineering preliminary design of the project and will provide the Town and reviewing agencies a review set for concurrence. LaBella will prepare the preliminary construction documents utilizing 2024 NCDOT Standard Drawings and Specifications that include the following:

- Hydrologic & Hydraulic Design & Supporting Calculations
- Bridge Design, Plan, Details, & Typical Sections
- Channel Stabilization Design, Plan, Typical Sections, and Planting Details
- Utility Relocation Plan
- Traffic Management Plan
- Right of Way & Easement Plan
- Standard Specifications and Project Special Provisions
- Engineer's Estimate

LaBella will complete the engineering design of the project based upon reviewing comments received. LaBella will finalize the construction documents that include the following:

- Updated Construction Drawings
- Updated Specifications & Cost Estimate
- Bidding (front-end) Documents, including EJCDC standard construction contract documents



Phase 4 – Permitting: The permitting phase will include initial coordination with agencies, required submittals, and response and resubmittal to any comment received. LaBella will procure the following permits and approvals from federal, state, and local agencies as needed:

Emergency reconstruction of the Boys Camp Road bridge and stabilization of adjacent banks are anticipated to qualify for an exemption or verification under one or more activities authorized by the US Army Corp of Engineers (USACE) Nationwide Permit (NWP) program for 404 certification and the NCDEQ Water Quality 401 certification. If the project does not qualify for a Non-Pre-Construction Notification (PCN), a full PCN will be prepared utilizing and expanding the Threatened & Endangered Species and State Historic Preservation Office (SHPO) previously prepared for Lake Lure. Approval from the US Fish & Wildlife and NC Wildlife Resource Commission may also be required but effort is anticipated to be minimal under emergency replacement of the bridge structure. An Erosion & Sedimentation Control application or Notice of Intent (NOI) will also be submitted for approval.

A Standard Permit (Individual Permit) from the USACE and associated permit from NCDEQ is not included as part of this scope.

If permits outside of those listed above are determined to be necessary, LaBella will provide an additional services budget to obtain them. The Town will pay all permitting-related fees directly or upon request, LaBella may make payments and invoice the Town (without markup) for reimbursement.

Phase 5 – Advertisement, Bidding, and Award of Contract: LaBella will provide advertisement, bidding, approvals, and contract award services that include:

- Advertisement of the Project.
- Conduct a pre-bid meeting of prospective bidders
- Answer Questions from prospective bidders during the Advertisement phase.
- Conduct the public Bid Opening.
- Evaluate and Tabulate the Bids.
- Make a recommendation of Award of Contract (AOC).
- Obtain executed contract documents
- Issue a Notice to Proceed (NTP)

Phase 6 – Construction Management: LaBella will provide Construction Management services that include construction administration, construction observation, funding reimbursement request, and As-Built drawings. The services include the following:

- Conduct a Preconstruction Conference.
- Review, comment, and subsequently approve Shop Drawing Submittals.
- Review and respond to Requests for Information (RFI) submitted by the Contractor.
- Review Change Orders submitted by the Contractor, make recommendations to the Town
- Approve Change Orders if acceptable to the Contractor, Engineer and the Town.
- Review and approve Requests for Payments submitted by the Contractor.
- Conduct Monthly Construction meetings
- Comply with FEMA funding requirements.
- Assist in the final close-out of the Project.
- Provide limited Construction Observation Services as needed during the construction period which is budgeted to be up to 2 days per week for the estimated 17-week construction period.
- Confirm the contractor is abiding by the permitted and approved set of Plans and Specifications for the Project and advise the Owner accordingly.
- Assist the Town and Contractor in resolving any observed issues or problems related to the construction of the project.
- Conduct a Punch List at substantial completion of the construction.
- Administer the completion of the Punch List.



Fee & Schedule

Our proposed Schedule is attached for your review. We have anticipated an expedited review process based upon our discussions with approval agencies. We do have concerns about material availability therefore an extended construction duration.

This proposal is submitted as a combination lump sum / hourly + expenses proposal. LaBella will continue to submit monthly invoices that track the percent complete for each lump sum task, and the hours and costs expended for each hourly + expenses task, according to the then-current Rate Schedule, the 2025 version of which is attached. Invoices are payable within 30 days of receipt by the Town.

A summary of the budget for the scope of work described above is as follows:

<u>Lump Sum Phase Description</u>	<u>Fee</u>
Phase 1 – Data Collection:	
• Survey Data (not including ROW acquisitions)	\$28,500
Phase 3 – Preliminary Design and Construction Documents	\$82,000
Phase 4 – Permitting	\$17,000
Phase 5 – Advertisement, Bidding and Award	\$12,000
TOTAL PROPOSED Lump Sum Portion of Fee:	\$139,500
<hr/>	
<u>Hourly + Expenses Phase Description</u>	<u>Fee</u>
Phase 1 – Data Collection:	
• Geotechnical Investigation (T&M)	\$18,000
Phase 2 – Property Owner Coordination	\$20,000
Phase 6 – Construction Management	\$85,000
TOTAL PROPOSED Hourly + Expenses Budget:	\$123,000
<hr/>	
TOTAL Authorization:	\$262,500

Conclusion

Brian Houston, P.E. will continue to serve as LaBella's Program Manager for this contract. Patrick Waterman will serve as the Project Manager for this task and provide direction and oversight to other LaBella staff.

If this proposal is acceptable to the Town, please sign this proposal on the signature line below to authorize the scope defined in this proposal and return one copy to us. We appreciate the opportunity to continue our relationship with the Town of Lake Lure. If you have any questions or need additional information, please call Pat directly at (704) 941-2128, or Brian at (704) 941-2110.

Sincerely,

Patrick G. Waterman, P.E.
LaBella Associates, P.C.
Program Manager

Town of Lake Lure, North Carolina

By:

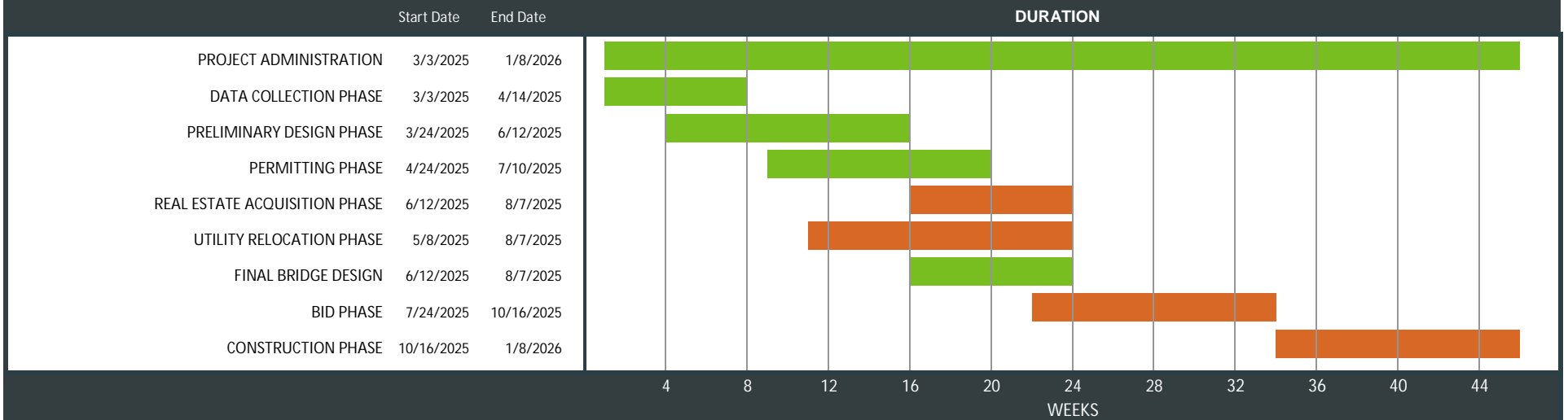
Authorized Signature

Title

Date

cc: Brian Houston, LaBella

LAKE LURE ON-CALL ENGINEERING SERVICES - BOYS CAMP ROAD BRIDGE REPLACEMENT - TASK 25
PROJECT SCHEDULE



LaBella Task

LaBella Sub-Task

Work In Progress or Formal Submittal

Town Task

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

**RATE SCHEDULE FOR HOURLY + EXPENSES TASKS
JANUARY 1, 2025 – DECEMBER 31, 2025**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$285.00/hour
Project Manager	\$259.00/hour
Senior Engineer	\$248.00/hour
Senior Project Engineer	\$204.00/hour
Project Engineer	\$165.00/hour
GIS Analyst	\$160.00/hour
Design Engineer	\$154.00/hour
Senior Engineering/GIS Technician	\$142.00/hour
Engineering Technician	\$137.00/hour
Construction Inspector	\$131.00/hour
Engineering Co-op	\$106.00/hour
Clerical	\$108.00/hour
Mileage	at current IRS rate
Expenses	at cost
Sub-consultants	at cost plus 10 percent

VII.

Request to Repair a
Failed Retaining Wall
Using Soil Nails that
Extend into the Town
Right of Way

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2024

SUBJECT: Request to repair a failed retaining wall using soil nails that extend into the town right-of-way.

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:**J**=

Department: Community Development

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

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

BRIEF SUMMARY:

Wes & Lauren Thurmond received a formal determination/permit application denial made by Community Development staff on 03/06/2025.

The property owners were issued a notice of violation on 02/21/2025 for failing to obtain a fence permit & the failed retaining wall.

1) Relevant Ordinances:

- a. Sec. 26-2. - Excavations—Permit required.

No person shall make any excavation or opening or dig any ditch, trench, tunnel, or hole in, along, across, or under any street, sidewalk, or other public place for the purpose of laying or placing therein any pipe, wires, or poles or for any other purposes unless a written permit therefor has been issued by some officer of the town vested with proper authority, provided that a permit shall not be required where the work is performed under a contract with the town, but in the event the work requires a sidewalk or street to be wholly or partially obstructed, the party performing the work shall notify the town at least two hours before obstructing the sidewalk or street, unless prevented by sudden emergency.

(Code 1989, § 40.15)

- b. Sec. 36-140. Certificate of zoning compliance required; applications. (a) Except as otherwise provided in this chapter, no building or other structure shall be erected, moved, added to or structurally altered, nor shall any county building permit be issued nor shall any change in the use of any building or land be made until a certificate of zoning compliance shall have been issued by the zoning administrator. No certificate of zoning compliance shall be issued except in conformity with the provisions of this chapter.
- c. Sec. 18-2. Certain conditions declared as public nuisances. (10) Any building or other structure which has been burned, partially burned or otherwise partially destroyed and which is hazardous to the safety of any person, is a continuing fire hazard or which is structurally unsound to the

extent that the code enforcement officer or his designee can reasonably determine that there is a likelihood of personal or property injury to any person or property entering the premises.

2) Relevant State Statute:

a.

§ 160A-296. Establishment and control of streets; center and edge lines.

(a) A city shall have general authority and control over all public streets, sidewalks, alleys, bridges, and other ways of public passage within its corporate limits except to the extent that authority and control over certain streets and bridges is vested in the Board of Transportation. General authority and control includes but is not limited to all of the following:

(1) The duty to keep the public streets, sidewalks, alleys, and bridges in proper repair.

(2) The duty to keep the public streets, sidewalks, alleys, and bridges open for travel and free from unnecessary obstructions.

(3) The power to open new streets and alleys, and to widen, extend, pave, clean, and otherwise improve existing streets, sidewalks, alleys, and bridges, and to acquire the necessary land therefor by dedication and acceptance, purchase, or eminent domain.

(4) The power to close any street or alley either permanently or temporarily.

(5) The power to regulate the use of the public streets, sidewalks, alleys, and bridges.

(6) The power to regulate, license, **and prohibit digging in the streets,** sidewalks, or alleys, or placing therein or thereon any pipes, poles, wires, fixtures, or appliances of any kind either on, above, **or below the surface.** To the extent a municipality is authorized under applicable law to impose a fee or charge with respect to activities conducted in its rights-of-way, the fee or charge must apply uniformly and on a competitively neutral and nondiscriminatory basis to all comparable activities by similarly situated users of the rights-of-way. No fee or charge for activities conducted in the right-of-way shall be assessed on businesses listed in G.S. 160A-206(b), except the following:

a. Fees to recover any difference between a city's right-of-way management expenses related to the activities of businesses listed in G.S. 160A-206(b) and distributions under Article 5 of Chapter 105 of the General Statutes.

b. Payments under agreements subject to G.S. 62-350.

(7) The power to provide for lighting the streets, alleys, and bridges of the city.

(8) The power to grant easements in street rights-of-way as permitted by G.S. 160A-273.

(a1) A city with a population of 250,000 or over according to the most recent decennial federal census may also exercise the power granted by subdivision (a)(3) of this section within its extraterritorial planning jurisdiction. Before a city makes improvements under this subsection, it shall enter into a memorandum of understanding with the Department of Transportation to provide for maintenance.

(b) Repealed by Session Laws 1991, c. 530, s. 6, effective January 1, 1992. (1917, c. 136, subch. 5, s. 1; subch. 10, s. 1; 1919, cc. 136, 237; C.S., ss. 2787, 2793; 1925, c. 200; 1963, c. 986; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1979, c. 598; 1991, c. 530, s. 6; 2001-261, s. 1; 2006-151, s. 14; 2016-103, s. 9(a).)

3) Development Review has identified possible areas of concern:

- a. As this is a repair, instead of wall replacement, staff have concern that long-term wear could lead to liability issues for the town/tax payers.
- b. Approval would set a precedent the town does not support. The town has declined similar projects in the past due to liability concerns.
- c. As Yacht island is a town road, staff are concerned that routine maintenance of our road may lead future owners of the nail wall to claim damages if it fails.
- d. Any future failure of the privately owned wall may negatively impact the town road due to soil nail attachment.
- e. Proposed methodology appears to be a repair when total wall replacement would be more efficient.
- f. Town utilities under the roadway are a concern.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve/deny the request in question.

ATTACHMENTS:

AIRF

Notice of Violation

Email Correspondence with Staff

Pictures of the wall

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff reviewed the applicant's submittal with the department heads for Community Development & Public Works. Staff agreed to allow for the repair and/or re-construction if the design did not encroach into the town right-of-way. The applicant expressed concerns related to the cost of a replacement but agreed to an alternative design with no encroachment on 03/14/2025. However, the applicant failed to submit the new design and is now proposing encroachment into the right of way and a staff appeal. Staff believe that a wall replacement and/or repair outside of the town right-of-way would be the best solution to avoid unnecessary liability.



NOTICE OF VIOLATION

Date of Issue: February 21, 2025

THURMOND, WESLEY S;THURMOND, LAUREN S;SHIPLEY, LINDA
2100 CORTELYOU RD
CHARLOTTE, NC 28211

Re: Violation Number: NOV-2024049
Property Address: 178 Yacht Island
Property Tax ID Number: 1640551

Observed Conditions:

1. Failed retaining wall.
2. Un-permitted fence.

This Notice of Violation is issued for having at the above-described property conditions that are in violation of the following sections of the Town of Lake Lure Zoning Regulations:

1. Sec. 18-2(10) Any building or other structure which has been burned, partially burned or otherwise partially destroyed and which is hazardous to the safety of any person, is a continuing fire hazard or which is structurally unsound to the extent that the code enforcement officer or his designee can reasonably determine that there is a likelihood of personal or property injury to any person or property entering the premises.
2. Sec. 36-140. (a) Except as otherwise provided in this chapter, no building or other structure shall be erected, moved, added to or structurally altered, nor shall any county building permit be issued nor shall any change in the use of any building or land be made until a certificate of zoning compliance shall have been issued by the zoning administrator.

The violations were observed or existed on or before February 21, 2025.

You are hereby ordered to cease the violations and take action to bring the site into compliance immediately. NOV posted on 02/21/2025 to satisfy delivery requirements. If compliance is not achieved within seven (7) days, you may face additional enforcement measures.

The measures necessary to correct the violations are:

- Obtain any required permit for the fence.
- Stabilize the failing/failed retaining wall to prevent road collapse.
- Pass inspection upon completion.

Failure to comply with this notice may also result in the Town taking action to have the conditions abated and the resulting costs being placed as a lien against the property. The Town may take other action as permitted by law, which may result in additional costs and/or attorney fees.

You may appeal this Notice of Violation to the Board of Adjustment within (30) days of the date of this notice. The request for an appeal must be in writing, on a form obtainable from the Town, and must state the specific nature of the appeal.

Please remember that this is an official notice, and your immediate attention to this matter is required. Thank you for your prompt attention to this matter. If you have any questions, you may contact me at (828)625-9983 ext. 107.

Sincerely,

Richard Carpenter, CZO
Development and Environmental Review Specialist & Deputy Clerk











RE: 178 Yacht Island Follow-up

Wes Thurmond <wthurmond@atlanticretail.com>

Fri 3/14/2025 10:23 AM

To: Richard Carpenter <RCarpenter@townoflakelure.com>;

My contractor and engineer were on site yesterday and I believe that we have a gameplan together that does not involve a need to encroach on town right of way. I will keep you posted. I am working as diligently as possible to get this done

Thanks



WES THURMOND | ATLANTIC RETAIL

Head of Landlord Services, Southeast

CHARLOTTE | 6801 Carnegie Boulevard, Suite 420, Charlotte, NC 28211

O 980.498.3299 | wthurmond@atlanticretail.com | atlanticretail.com

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From: Richard Carpenter <RCarpenter@townoflakelure.com>

Sent: Friday, March 14, 2025 10:11 AM

To: Wes Thurmond <wthurmond@atlanticretail.com>

Subject: 178 Yacht Island Follow-up

Good morning,

I'm emailing to follow-up regarding the notice of violation at 178 Yacht Island. Do you have an updated timeline for compliance?

Respectfully,

Rick Carpenter, CZO

Development and Environmental Review Specialist

[Town of Lake Lure](http://TownofLakeLure.com)

828.625.9983 EXT 107

RE: 178 yacht island drive

Daniel Rochester <daniel@odomengineering.com>

Thu 3/6/2025 11:13 AM

To: Wes Thurmond <wthurmond@atlanticretail.com>; Richard Carpenter <RCarpenter@townoflakelure.com>;

Cc: David Odom <davidodom@odomengineering.com>; Emma Barden <emma@odomengineering.com>; Chris Murrmann <nc-foundationguy@hotmail.com>; Lauren Jacobs <laurensjacobs@yahoo.com>; Linda Shipley <lindashipley622@yahoo.com>;

Rick,

Just to elaborate on what Wes already said:

In your February 21st Notice of Violation to Wesley Thurmond, you noted a necessary measure is to "Stabilize the failing/failed retaining wall to prevent road collapse". The purpose of my structural inspection and repair drawings for Mr. Thurmond was intended to meet that objective.

In your March 5th email to Wesley, you wrote "Be sure to state clearly that the nails will not encroach onto the town right-of way" on the zoning permit. My understanding, based on conversation with Wesley, is that your concern regarding the right-of-way pertains to potential interference of existing or future utilities under the roadway with the proposed soil nail repair.

The existing retaining wall is without question providing support to the existing parking area and adjacent road above. The soil nail solution that I designed is likely the most cost-effective, safe, and timely solution to the current problem. It will be performed from the lower driveway area and will not require modification to the existing roadway. The proposed soil nails are angled down, with the highest nail being approximately 4 feet below the road surface at the edge of pavement, and the balance of the nails going deeper below the road. The length of the nails gives them their strength, and it would be necessary for some of the nails to extend into the right-of-way. My understanding from David Odom is that it is very unlikely that any current or future utilities would be located more than 4 feet below the road.

The alternative to reinforcing/stabilizing the wall would be to entirely replace it. With a segmental block wall, geogrid would be required to extend into the backfill. With a poured in place concrete wall, a large concrete footing would be required at its base. In either case, removal of the upper parking area and extensive excavation directly adjacent to the existing road would be required. My concern is that replacing the wall would require a significant amount of excavation that would undermine the existing roadway and would take much longer to construct.

With this in mind, I ask you to reconsider your right-of-way request to Mr. Thurmond or determine a compromise that would allow the installation of the soil nail repair as designed.

Regards,

Daniel Rochester, PE

Structural Engineer

Odom Engineering PLLC

169 Oak Street

Forest City, NC 28043

Office: 828-247-4495 ext. 21

Direct: 828-202-4524 (no texting)

Email: daniel@odomengineering.com



From: Wes Thurmond <wthurmond@atlanticretail.com>

Sent: Thursday, March 6, 2025 11:06 AM

To: Richard Carpenter <RCarpenter@townoflakelure.com>

Cc: Daniel Rochester <daniel@odomengineering.com>; David Odom <davidodom@odomengineering.com>; Emma Barden <emma@odomengineering.com>; Chris Murrmann <nc-foundationguy@hotmail.com>; Lauren Jacobs <laurensjacobs@yahoo.com>; Linda Shipley <lindashipley622@yahoo.com>

Subject: Re: 178 yacht island drive

Thank you

Wes Thurmond

On Mar 6, 2025, at 10:56 AM, Richard Carpenter <RCarpenter@townoflakelure.com> wrote:

I am meeting the Public Works director on-site now to discuss. W may call your engineers afterwards.

Rick Carpenter, CZO

Development and Environmental Review Specialist

[Town of Lake Lure](#)

828.625.9983 EXT 107

From: Wes Thurmond <wthurmond@atlanticretail.com>

Sent: Thursday, March 6, 2025 10:32 AM

To: Richard Carpenter

Cc: daniel@odomengineering.com; David Odom; emma@odomengineering.com; Chris Murrmann; Lauren Jacobs; Linda Shipley

Subject: RE: 178 yacht island drive

Rick

Good morning, I hope that you are doing well. In response to your email below I am looping in my engineers(Dave Odom and Daniel Rochester) and contractor(Chris Murrman) so that they are able to weigh in on your request below. We have had several meetings regarding this issue and regarding your request and I would like to discuss with you the process(hopefully this is simply your OK) for us to obtain a variance on this issue. In speaking with my engineers, there were several salient points that were discussed. First and foremost, as the homeowner of this property along with the other homeowners in Western NC we are in unprecedented times. Second, while the soil nails extend into the right of way, the depth of the nails are such that we do not foresee a scenario where any future roadwork would come close to causing a conflict. Additionally and just as important, if we simply rebuilt the entire retaining wall and driveway then we would still be technically in the right of way as well not to mention at a cost that is multiple times what this solution would cost(which is not cheap by any stretch) and it would be in a timeframe that is much longer that what we are looking at now. The last thing that either I want or the Town of Lake Lure wants is for a failure of Yacht Island Drive and so with that said, time is certainly of the essence to not only reach agreement with the Town but to begin this work. To put this into perspective, I started this process with my engineer and contractor less than a week after the flooding in Western NC and as you can imagine, good labor is not easy to find nor is it quick.

You expressed concern to me on the phone that the Town did not want to create any liability for themselves. I am more than happy to indemnify them for any issues that may arise as a result of this in the future.

Your timely attention to this matter would be greatly appreciated. With that said, I will let my engineers respond back to this email with their opinion on the matter and to likely explain the technical issues we are discussing better than I have. I am doing my best to be a good homeowner in this community and I look forward to a solution that we can all live with.

Thank you

<image001.jpg> **WES THURMOND | ATLANTIC RETAIL**
Head of Landlord Services, Southeast
CHARLOTTE | 6801 Carnegie Boulevard, Suite 420, Charlotte, NC 28211
O 980.498.3299 | wthurmond@atlanticretail.com | atlanticretail.com

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From: Richard Carpenter <RCarpenter@townoflakelure.com>
Sent: Wednesday, March 5, 2025 8:25 AM
To: Wes Thurmond <wthurmond@atlanticretail.com>
Cc: permits@rutherfordcountync.gov
Subject: Re: 178 yacht island drive

Good morning,

After looking at your plans, you will need a zoning permit to perform this work. I have attached a copy of the application. Be sure to state clearly that the nails will not encroach onto town right-of-way. This permit, and your building permit, must be obtained prior to beginning any work.

Respectfully,

Rick Carpenter, CZO
Development and Environmental Review Specialist
[Town of Lake Lure](http://TownofLakeLure.com)
828.625.9983 EXT 107

From: Wes Thurmond <wthurmond@atlanticretail.com>
Sent: Friday, February 28, 2025 4:49 PM
To: Richard Carpenter
Subject: 178 yacht island drive

Rick

I hope you are doing well. I wanted to following you from my voicemails this week pertaining to the attached notice I received. It has taken quite a while to get a contractor to do work. With that said, I do have the repairs starting on Thursday or Friday next week to repair the retaining well. I would like to

discuss with you the violation regarding the fence permit. You can reach me at 704-807-4248. Thank you and enjoy your weekend.

<image002.jpg>

Wes Thurmond

Re: 178 yacht island drive - PROJECT DENIAL

Richard Carpenter

Thu 3/6/2025 12:16 PM

To: Daniel Rochester <daniel@odomengineering.com>; Wes Thurmond <wthurmond@atlanticretail.com>;

Cc: David Odom <davidodom@odomengineering.com>; Emma Barden <emma@odomengineering.com>; Chris Murrmann <nc-foundationguy@hotmail.com>; Lauren Jacobs <laurensjacobs@yahoo.com>; Linda Shipley <lindashipley622@yahoo.com>; permits@rutherfordcountync.gov <permits@rutherfordcountync.gov>; Michael Williams <MWilliams@townoflakelure.com>; Dean Lindsey <dlindsey@townoflakelure.com>;

Good afternoon,

After consulting department heads and reviewing the submitted plans, I have formed the following determination. You need to stabilize this failing structure to avoid the obvious safety hazard. However, any repair or replacement **shall not** encroach into the town right-of-way. I realize this impacts your project in terms of cost, but I am unable to permit your current methodology as it encroaches onto town property.

As for the notice of violation, my department will work with you on the timeline for compliance so long as progress is being made. Reach out to me when you have updates regarding the status of the repair and/or replacement.

Respectfully,

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

From: Daniel Rochester <daniel@odomengineering.com>
Sent: Thursday, March 6, 2025 11:13 AM
To: Wes Thurmond; Richard Carpenter
Cc: David Odom; Emma Barden; Chris Murrmann; Lauren Jacobs; Linda Shipley
Subject: RE: 178 yacht island drive

Rick,

Just to elaborate on what Wes already said:

In your February 21st Notice of Violation to Wesley Thurmond, you noted a necessary measure is to "Stabilize the failing/failed retaining wall to prevent road collapse". The purpose of my structural inspection and repair drawings for Mr. Thurmond was intended to meet that objective.

In your March 5th email to Wesley, you wrote "Be sure to state clearly that the nails will not encroach onto the town right-of way" on the zoning permit. My understanding, based on conversation with Wesley, is that your concern regarding the right-of-way pertains to potential interference of existing or future utilities under the roadway with the proposed soil nail repair.

The existing retaining wall is without question providing support to the existing parking area and adjacent road above. The soil nail solution that I designed is likely the most cost-effective, safe, and timely solution to the current problem. It will be performed from the lower driveway area and will not require modification to the existing roadway. The proposed soil nails are angled down, with the highest nail being approximately 4 feet below the road surface at the edge of pavement, and the balance of the nails going deeper below the road. The length of the nails gives them their

strength, and it would be necessary for some of the nails to extend into the right-of-way. My understanding from David Odom is that it is very unlikely that any current or future utilities would be located more than 4 feet below the road.

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With this in mind, I ask you to reconsider your right-of-way request to Mr. Thurmond or determine a compromise that would allow the installation of the soil nail repair as designed.

Regards,

Daniel Rochester, PE

Structural Engineer

Odom Engineering PLLC

169 Oak Street

Forest City, NC 28043

Office: 828-247-4495 ext. 21

Direct: 828-202-4524 (no texting)

Email: daniel@odomengineering.com



From: Wes Thurmond <wthurmond@atlanticretail.com>

Sent: Thursday, March 6, 2025 11:06 AM

To: Richard Carpenter <RCarpenter@townoflakelure.com>

Cc: Daniel Rochester <daniel@odomengineering.com>; David Odom <davidodom@odomengineering.com>; Emma Barden <emma@odomengineering.com>; Chris Murrmann <nc-foundationguy@hotmail.com>; Lauren Jacobs <laurensjacobs@yahoo.com>; Linda Shipley <lindashipley622@yahoo.com>

Subject: Re: 178 yacht island drive

Thank you

Wes Thurmond

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I am meeting the Public Works director on-site now to discuss. W may call your engineers afterwards.

Rick Carpenter, CZO

Development and Environmental Review Specialist

[Town of Lake Lure](#)

828.625.9983 EXT 107

From: Wes Thurmond <wthurmond@atlanticretail.com>

Sent: Thursday, March 6, 2025 10:32 AM

To: Richard Carpenter

Cc: daniel@odomengineering.com; David Odom; emma@odomengineering.com; Chris Murrmann; Lauren Jacobs; Linda Shipley

Subject: RE: 178 yacht island drive

Rick

Good morning, I hope that you are doing well. In response to your email below I am looping in my engineers(Dave Odom and Daniel Rochester) and contractor(Chris Murrman) so that they are able to weigh in on your request below. We have had several meetings regarding this issue and regarding your request and I would like to discuss with you the process(hopefully this is simply your OK) for us to obtain a variance on this issue. In speaking with my engineers, there were several salient points that were discussed. First and foremost, as the homeowner of this property along with the other homeowners in Western NC we are in unprecedented times. Second, while the soil nails extend into the right of way, the depth of the nails are such that we do not foresee a scenario where any future roadwork would come close to causing a conflict. Additionally and just as important, if we simply rebuilt the entire retaining wall and driveway then we would still be technically in the right of way as well not to mention at a cost that is multiple times what this solution would cost(which is not cheap by any stretch) and it would be in a timeframe that is much longer than what we are looking at now. The last thing that either I want or the Town of Lake Lure wants is for a failure of Yacht Island Drive and so with that said, time is certainly of the essence to not only reach agreement with the Town but to begin this work. To put this into perspective, I started this process with my engineer and contractor less than a week after the flooding in Western NC and as you can imagine, good labor is not easy to find nor is it quick.

You expressed concern to me on the phone that the Town did not want to create any liability for themselves. I am more than happy to indemnify them for any issues that may arise as a result of this in the future.

Your timely attention to this matter would be greatly appreciated. With that said, I will let my engineers respond back to this email with their opinion on the matter and to likely explain the technical issues we are discussing better than I have. I am doing my best to be a good homeowner in this community and I look forward to a solution that we can all live with.

Thank you

<image001.jpg>

WES THURMOND | ATLANTIC RETAIL

Head of Landlord Services, Southeast

CHARLOTTE | 6801 Carnegie Boulevard, Suite 420, Charlotte, NC 28211

O 980.498.3299 | wthurmond@atlanticretail.com | atlanticretail.com

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From: Richard Carpenter <RCarpenter@townoflakelure.com>

Sent: Wednesday, March 5, 2025 8:25 AM

To: Wes Thurmond <wthurmond@atlanticretail.com>

Cc: permits@rutherfordcountync.gov

Subject: Re: 178 yacht island drive

Good morning,

After looking at your plans, you will need a zoning permit to perform this work. I have attached a copy of the application. Be sure to state clearly that the nails will not encroach onto town right-of-way. This permit,

and your building permit, must be obtained prior to beginning any work.

Respectfully,

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

From: Wes Thurmond <wthurmond@atlanticretail.com>
Sent: Friday, February 28, 2025 4:49 PM
To: Richard Carpenter
Subject: 178 yacht island drive

Rick

I hope you are doing well. I wanted to following you from my voicemails this week pertaining to the attached notice I received. It has taken quite a while to get a contractor to do work. With that said, I do have the repairs starting on Thursday or Friday next week to repair the retaining well. I would like to discuss with you the violation regarding the fence permit. You can reach me at 704-807-4248. Thank you and enjoy your weekend.

<image002.jpg>

Wes Thurmond

VIII.

Lake Structure condemnations

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2025**

SUBJECT: Lake Structure Condemnations

AGENDA INFORMATION:

Item Number: VII
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Olivia Stewman, Town Manager

BRIEF SUMMARY:

A number of lake structures were identified as substantially damaged as a result of Tropical Storm Helene. The Town has been working with FEMA and the United States Army Corps of Engineers (USACE) to allow for demolition of the structures through USACE mission assignment. Community Development Director Michael Williams contact each individual on the substantially damaged list. A total of 31 structure owners have opted to allow for the condemnation of their structure to allow for demolition by USACE.

RECOMMENDED MOTION AND REQUESTED ACTION:

To adopt Resolution No. 25-04-23A Condemning Lake Structures

ATTACHMENTS:

Resolution No. 25-04-23A Condemning Lake Structures

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

RESOLUTION NO. 25-04-23A

A RESOLUTION AUTHORIZING CONDEMNATION OF LAKE STRUCTURES

WHEREAS, there were a number of lake structures substantially damaged Tropical Storm Helene.

WHEREAS, the Town is working with the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE) to remove substantially damaged lake structures through direct mission assignment through USACE.

WHEREAS, the Town conducted inspections and compiled a list of lake structures deemed substantially damaged.

WHEREAS, owners of the substantially damaged lake structures were contacted by the Town's Community Development Department and given the option to authorize condemnation to allow for removal of their lake structure by USACE; and

WHEREAS, the owners of thirty-nine properties opted to authorize condemnation and removal of their lake structure by USACE.

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

The lake structures attached to the following tax parcel IDs are hereby condemned:

1. Parcel #217092
2. Parcel #217140
3. Parcel #217655
4. Parcel #217886
5. Parcel #218283
6. Parcel #218639
7. Parcel #220489
8. Parcel #220633
9. Parcel #220672
10. Parcel #221233
11. Parcel #221920
12. Parcel #222863
13. Parcel #223579
14. Parcel #224083
15. Parcel #224513
16. Parcel #226538
17. Parcel #227900
18. Parcel #228241
19. Parcel #228256

20. Parcel #228286
21. Parcel #228435
22. Parcel #228477
23. Parcel #228844
24. Parcel #229764
25. Parcel #229821
26. Parcel #230224
27. Parcel #230549
28. Parcel #231228
29. Parcel #232138
30. Parcel #1610384
31. Parcel #1616562
32. Parcel #1620325
33. Parcel #1630795
34. Parcel #1634211
35. Parcel #1643122
36. Parcel #1643142
37. Parcel #1643262
38. Parcel #1647493
39. Parcel #1656208

Adopted this 23rd day of April, 2025.

ATTEST:

By: _____
Kimberly Martin, Town Clerk

TOWN COUNCIL
TOWN OF LAKE LURE
NORTH CAROLINA

By: _____
Mayor Carol C. Pritchett

[SEAL]

IX.

**Review Draft of
Proposed FY 25-26
Budget**

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2025

SUBJECT: Budget Review

AGENDA INFORMATION:

Item Number:

Department: Finance

Contact: Stephen Ford, Finance Director

Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Finance Director Stephen Ford will provide a budget update and a second budget review for FY 25-26. Also an introduction of budget amendment actions needed for FY 2024-25.

ATTACHMENTS:

Budget Summary

Tax Assessment Information

TO BE PROVIDED AT MEETING:

- Additional Personnel Costs Analysis
- Revenue Alternatives
- Updated Budget Reports

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff needs feedback on revenue sources and alternatives after presentation. Also new budget recommendations with Council goals and objectives.

C05 - Town of Lake Lure	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	ESTIMATED	Percentage
AS OF 03/27/25	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimated	GAIN/(LOSS)	Gain/(Loss)
Real Property	830,670,880	829,628,700	830,000,793	841,900,875	834,816,615	836,545,805	842,483,743	791,926,075	845,632,187	854,931,547	859,583,298	1,318,459,942	1,342,564,026	1,368,164,440		
Less Homestead & DV Exclusions	(1,411,550)	(1,509,200)	(1,818,900)	(2,019,400)	(2,103,150)	(2,269,400)	(2,453,950)	(2,618,600)	(3,041,100)	(2,968,400)	(2,840,150)	(2,897,750)	(2,629,200)	(2,629,200)		
Less Exempt	0	0	0	0	0	0	0	0	(46,431,699)	(48,195,099)	(48,802,599)	(61,659,434)	(61,772,004)	(56,360,307)		
Less Present Use Value (deferred)	(8,263,820)	(9,110,460)	(9,259,362)	(8,926,300)	(8,971,200)	(9,351,979)	(9,575,779)	(9,171,567)	(9,426,265)	(9,384,565)	(9,372,334)	(11,232,705)	(11,132,211)	(11,150,519)		
Subtotal Real Taxable Value	820,995,510	819,009,040	818,922,531	830,955,175	823,742,265	824,924,426	830,454,014	780,135,908	786,733,123	794,383,483	798,568,215	1,242,670,053	1,267,030,611	1,298,024,414	30,993,803	2.4462%
Personal Property	14,250,060	14,957,260	13,335,289	13,966,469	16,413,498	17,102,826	17,355,284	17,337,403	18,071,186	20,134,701	18,165,976	24,174,248	25,139,722	24,022,217		
Public Utility Values	9,253,970	9,204,310	9,319,894	10,230,625	9,323,630	9,912,643	10,274,042	10,484,712	10,939,632	11,631,838	12,665,851	14,292,113	14,801,574	14,061,494		
DMV Value	11,393,580	12,987,170	12,689,049	11,986,257	12,211,922	15,149,667	15,824,787	16,474,128	14,485,363	14,701,051	19,780,595	21,746,273	22,726,094	22,726,094		
Subtotal Personal Taxable Value	34,897,610	37,148,740	35,344,232	36,183,351	37,949,050	42,165,136	43,454,113	44,296,243	43,496,181	46,467,590	50,612,422	60,212,634	62,667,390	60,809,805	(1,857,585)	-2.9642%
Total Net Taxable Value	855,893,120	856,157,780	854,266,763	867,138,526	861,691,315	867,089,562	873,908,127	824,432,151	830,229,304	840,851,073	849,180,637	1,302,882,687	1,329,698,001	1,358,834,219	29,136,218	2.1912%
		0.0309%	-0.2214%	1.4844%	-0.6322%	0.6226%	0.7864%	-5.6615%	0.7032%	1.2794%	0.9906%	53.4282%	2.0582%	2.1912%		

F17 - Town of Lake Lure Fire	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	ESTIMATED	Percentage
AS OF 03/27/25	ACTUAL	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimated	GAIN/(LOSS)	Gain/(Loss)
Real Property	830,670,880	829,628,700	830,000,793	841,900,875	834,816,615	836,545,805	842,483,743	791,926,075	845,632,187	854,931,126	859,583,298	1,318,495,508	1,353,468,112	1,368,164,440		
Less Homestead & DV Exclusions	(1,411,550)	(1,509,200)	(1,818,900)	(2,019,400)	(2,103,150)	(2,269,400)	(2,453,950)	(2,618,600)	(3,041,100)	(2,968,400)	(2,840,150)	(2,897,750)	(2,629,200)	(2,629,200)		
Less Exempt	0	0	0	0	0	0	0	0	(46,431,699)	(48,195,099)	(48,802,599)	(61,625,935)	(61,772,004)	(56,360,307)		
Less Present Use Value (deferred)	(8,263,820)	(9,110,462)	(9,259,362)	(8,926,300)	(8,971,200)	(9,351,979)	(9,575,779)	(9,171,567)	(9,426,265)	(9,384,565)	(9,372,334)	(11,232,705)	(11,132,211)	(11,150,535)		
Subtotal Real Taxable Value	820,995,510	819,009,038	818,922,531	830,955,175	823,742,265	824,924,426	830,454,014	780,135,908	786,733,123	794,383,062	798,568,215	1,242,739,118	1,277,934,697	1,298,024,398	20,089,701	1.5720%
Personal Property	14,247,010	14,957,260	13,335,289	13,966,469	16,413,498	17,102,826	17,355,284	17,337,403	18,071,186	20,141,988	17,843,319	22,854,212	25,099,758	22,618,949		
Public Utility Values	9,253,969	9,204,305	9,319,894	10,230,625	9,323,630	9,912,643	10,274,042	10,484,712	10,939,632	11,631,838	12,665,851	14,292,113	14,801,574	14,061,494		
DMV Value	12,436,120	12,987,170	12,689,049	11,986,257	12,211,922	15,149,667	15,824,787	16,474,128	14,485,363	14,701,051	19,780,595	21,746,273	22,726,094	22,726,094		
Subtotal Personal Taxable Value	35,937,099	37,148,735	35,344,232	36,183,351	37,949,050	42,165,136	43,454,113	44,296,243	43,496,181	46,474,877	50,289,765	58,892,598	62,627,426	59,406,537	(3,220,889)	-5.1429%
Total Net Taxable Value	856,932,609	856,157,773	854,266,763	867,138,526	861,691,315	867,089,562	873,908,127	824,432,151	830,229,304	840,857,939	848,857,980	1,301,631,716	1,340,562,123	1,357,430,935	16,868,812	1.2583%
	2012-2014	-0.0905%	-0.2214%	1.4844%	-0.6322%	0.6226%	0.7864%	-5.6615%	0.7032%	1.2802%	0.9514%	53.3392%	2.9909%	1.2583%		

General Fund-Revenue Budget

<u>Revenue Source</u>	<u>FY 2024-2025</u>	<u>FY 2025-2026</u>	<u>Difference</u>
Ad Valorem and Vehicle Taxes	\$4,700,000.00	4,500,000.00	(200,000.00)
State Shared Revenues	\$3,000,000.00	2,200,000.00	(800,000.00)
Land Use Fees	\$100,000.00	75,000.00	(25,000.00)
Cultural and Rec	\$1,252,800.00	1,222,177.00	(30,623.00)
Miscellaneous Revenue	\$90,000.00	45,000.00	(45,000.00)
Total	\$9,142,800.00	8,042,177.00	(1,100,623.00)

General Fund-Expenditures Budget

<u>Department/Area</u>	<u>FY 2024-2025</u>	<u>Operating</u>	<u>Personnel</u>	<u>FY 2025-2026</u>
Governing Board	\$ 58,800.00	\$ (21,300.00)		\$ 37,500.00
Administration	\$ 1,257,900.00	\$ (66,925.00)	\$ (35,000.00)	\$ 1,155,975.00
IT/Telecommunications	\$ 135,000.00			\$ 135,000.00
Police	\$ 1,092,772.00	\$ (25,000.00)		\$ 1,067,772.00
Fire	\$ 1,100,000.00	\$ (67,000.00)	\$ 180,000.00	\$ 1,213,000.00
Sanitation	\$ 240,000.00			\$ 240,000.00
Public Works	\$ 941,550.00		\$ (100,000.00)	\$ 841,550.00
Economic Development	\$ 123,900.00	\$ (5,000.00)		\$ 118,900.00
Community Development	\$ 613,965.00	\$ (20,000.00)	\$ (135,000.00)	\$ 458,965.00
Parks, Recreation & Lake	\$ 797,600.00	\$ (191,985.00)	\$ (50,000.00)	\$ 555,615.00
Beach and Marina	\$ 5,000.00			\$ 5,000.00
Dam/Watershed Protection	\$ 15,000.00	\$ (7,500.00)		\$ 7,500.00
Non-Governmental	\$ 205,000.00			\$ 205,000.00
Capital Outlay	\$ 606,313.00	\$ (431,313.00)		\$ 175,000.00
Debt Service	\$ 350,000.00	\$ (124,600.00)		\$ 225,400.00
Transfer to Dam Capital Reserve	\$ 1,600,000.00			\$ 1,600,000.00
Totals	\$ 9,142,800.00	\$ (960,623.00)	\$ (140,000.00)	\$ 8,042,177.00

Water and Sewer-Expenditure Budget

<u>Department-Area</u>	<u>FY 2024-2025</u>	<u>FY 2025-2026</u>	<u>Difference</u>
Water Operations	\$386,200.00	\$286,011.40	-\$100,188.60
Sewer Operations	\$598,800.00	\$312,573.60	-\$286,226.40
Capital Outlays	\$145,415.00	\$119,240.00	-\$26,175.00
Debt Service	\$119,945.00	\$119,945.00	\$0.00
Transfer to Fund Equity	\$400,000.00	\$400,000.00	\$0.00
Total	\$1,650,360.00	\$1,237,770.00	-\$412,590.00

Water and Sewer-Revenue Budget

<u>Revenue Source</u>	<u>FY 2024-2025</u>	<u>FY 2025-2026</u>	<u>Difference</u>
Charges for Water and Sewer/Collections	\$1,650,360.00	\$1,237,770.00	-\$412,590.00

X.

Storm Recovery Updates

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2025**

SUBJECT: Storm Recovery Updates

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Town staff will provide updates related to storm recovery. Frequent updates can be accessed on the Town's website at <https://www.townoflakelure.com>.

VIII.

Town Manager/ Project Updates

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: April 23, 2025**

SUBJECT: Town Manager/Project Updates

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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

ATTACHMENT(S):

April Town Manager/Project Updates

**April Work Session and Action Meeting Town Manager/Project Updates
(Non Storm Related)**

Reservoir Drain Valve:

The reservoir drain valve was successfully tested and is now deemed operable.

Dam:

Schnabel Engineering is currently completing boring samples related to the replacement dam. We continue to seek funding for the replacement dam as necessary measures are taken to upkeep the existing dam in the interim. Schnabel has been working towards updating the EAP. We will be conducting an after action review meeting and table top exercise.

Morse Park:

We are working diligently to open a portion of Morse Park to the public. The Public Works crew has been doing a fantastic job at beautifying this portion of the property. There will be a soft opening on April 25th. We also plan to begin the installation of a playground being donated by KaBoom beginning in June.

Sewer:

LaBella has updated the ER/EID for the sewer replacement project and it is currently under the review of NCDEQ. The Town is working with NCDWI in coordination with other local communities to apply for a grant to study the impacts of a regionalized sewer system.

Lago Vista:

The Town is working with Odom Engineering to create a bid package for the Lago Vista connector to Chimney Rock State Park. Odom previously completed a design for the connector project. This project is crucial for our first responders to adequately respond to calls in Chimney Rock State Park and it would create a redundant means of ingress/egress to the Park.

XII.

PUBLIC COMMENT

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

XIII

ADJOURNMENT