

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

Wednesday, November 29, 2023
8:30 a.m.



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

TOWN OF LAKE LURE

Town Council Work Session/Action Meeting

Wednesday, November 29, 2023 - 8:30 AM

Lake Lure Municipal Center



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Public Comment**
- IV. Continue Reviewing the Zoning and Planning Board's Recommendation Regarding Chickens and Chapter 4 ("Animals") of the Code of Ordinances and Allow for Public Comments – Page 1**
- V. Continue Discussions Regarding Proposals for the Lease of the Former ABC Store Property – Page 8**
- VI. Revisit Proposed Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections – Page 15**
- VII. Review and Consider Approval of Annual Addendum to County Service District Contract – Staff recommends taking action as it is a time sensitive item* – Page 29**
- VIII. Discuss Procore Project Management Software – Page 35**
- IX. Review Proposed LaBella Task for Water System Consolidation – Page 44**
- X. Review Ruby-Collins Agreement Amendment 03 – Page 48**
- XI. Review Draft Budget Amendments for Interns – Page 53**
- XII. Discuss Future Capital Reserve Fund for Water and Sewer – Page 54**
- XIII. Discuss Dates for the 2024 Town Council Planning Retreat – Page 55**
- XIV. Discuss December Work Session and Action Meeting Date – Page 56**
- XV. Review Draft 2024 Town Council and Marine Commission Meeting Schedules – Page 58**
- XVI. Review Draft 2024 Budget Calendar – Page 61**
- XVII. Continue Discussion Regarding Parks and Recreation Trust Fund (PARTF) / Boys Camp Road – Page 63**
- XVIII. Project Manager Updates – Page 64**

XIX. Town Manager Updates – Page 65

XX. Adjournment

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023

SUBJECT: Continue Reviewing the Zoning and Planning Board’s Recommendation Regarding Chickens and Chapter 4 (“Animals”) of the Code of Ordinances and Allow for Public Comments

AGENDA INFORMATION:

Item Number: IV
Department: Community Development
Contact: Michael Williams, Community Development Director
Presenter: Michael Williams, Community Development Director

BRIEF SUMMARY:

Town Council will continue discussions regarding the Zoning and Planning Board’s recommendations in regard to a citizen’s request to amend Code of Ordinances Chapter 4 (“Animals”) to allow chickens within town limits. At the November work session and action meeting, Town Council reviewed Staff’s recommend changes to Chapter 4 based on the Zoning and Planning Board’s discussions. Town Council also reviewed the Zoning and Planning Board’s motions made in regard to the recommended text amendments. Town Council discussed allowing community members to comment on the matter prior to continuing discussions.

Staff recommends either no change to Chapter 4 (“Animals”) or, if Town Council determines chickens should be allowed within town limits, to revise ordinance to be at least as restrictive as follows (Additions are underlined, removals are struck through):

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dog having dangerous or destructive propensities means a dog which constitutes a physical threat to humans or other animals, or a dog which habitually turns over garbage receptacles, habitually destroys shrubs, flowers, grass, and other plant growth, habitually kills other animals, habitually attacks or attempts to attack persons, or habitually performs other similar acts.

Chicken coop means a protective indoor space where chicken hens are kept.

Chicken run means a fully enclosed area where chicken hens may move freely in the open.

Free range means permitting livestock to graze, forage for food or otherwise roam freely outdoors as opposed to being confined within an enclosure.

Hen means a female chicken.

Proper enclosure when used in reference to dogs means a building or other structure from which a dog cannot escape, or an outside area enclosed by a fence at least six feet in height secured to the ground in a manner so that a dog cannot escape.

Sec. 4-3. Livestock.

- (a) Keeping of livestock prohibited. It shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, other livestock, or fowl other than hens as defined in section 4-1, on any lot or within any pen, stable, or other enclosure or building within the corporate limits. This section shall not be deemed to prohibit the assembling of livestock for shipment or the unloading from shipment of livestock, provided that such livestock are not kept within the corporate limits for more than 24 hours prior to shipment or subsequent to unloading.
- (b) Horses and ponies. Horses and ponies may be kept within town limits for pleasure or recreational purposes only, provided that no horse or pony is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, including the owner's or boarder's residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. The pasturing of any horse or pony will be limited to one animal for every two acres of pasture.
- (c) Hens. Up to four (4) hens may be kept within town limits, on residentially zoned properties, for non-commercial purposes only, provided that no hen is kept, housed, penned or maintained within 100 feet of a residence other than the owner's or tenant's, a church, store or other place of business. Additionally, hens shall be kept separated from any property line by a minimum of 50 feet and a minimum of 75 feet from any body of water or roadway. All areas where hens are kept shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor which can be detected by and is offensive to the occupant of any dwelling in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. Hens must be kept within an enclosed chicken coop and/or run, the total area of which shall not exceed 200 square feet in size. The free ranging of hens is prohibited. Any

individual keeping hens within the town must obtain an annual registration permit with an annual fee in order to be in compliance with this section of the Code of Ordinances.

- (d) *Effect upon existing livestock. Persons keeping or maintaining within the corporate limits any of the animals named in subsection (a) of this section, shall remove them from the corporate limits in order to comply with subsection (a) of this section not later than six months from the effective date of the ordinance from which this subsection is derived.*
- (e) *Violations. In any event, if any horse, pony or hen being kept pursuant to subsections (b) or (c) becomes noncompliant with these provisions, upon written notice given by the town to either the owner of the horse, pony or hen or the possessor of said horse, pony or hen, that owner or possessor shall have seven days to correct the deficiencies noted in the written notice, and failure to correct the deficiencies noted in the written notice shall constitute a violation of this chapter.*

The Zoning and Planning Board made the following motions:

To recommend to amend the ordinance to allow chickens in the Town of Lake Lure with future recommendations for appropriate definitions. This motion carried with a 3-2 vote.

To recommend adoption of staff's recommended language with the requirement that hens shall be kept separated from any property line by a minimum of 50 feet and a minimum of 75 feet from any body of water or roadway, and removal of the language that states that "no hen is kept, housed, penned or maintained within 100 feet of a residence other than the owner's or tenant's, a church, store or other place of business." This motion was lost with a 2-3 vote.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Chapter 4 ("Animals") with Staff's Recommendations

STAFF COMMENTS AND RECOMMENDATIONS:

If amendment to allow chickens is within Town Limits is to be approved, appropriate buffers should be required from dwellings, churches, businesses, property lines and bodies of water including lakes and streams.

Chapter 4 ANIMALS.....1
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Chapter 4 ANIMALS¹

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Dog having dangerous or destructive propensities means a dog which constitutes a physical threat to humans or other animals, or a dog which habitually turns over garbage receptacles, habitually destroys shrubs, flowers, grass, and other plant growth, habitually kills other animals, habitually attacks or attempts to attack persons, or habitually performs other similar acts.

Chicken coop means a protective indoor space where chicken hens are kept.

Chicken run means a fully enclosed area where chicken hens may move freely in the open.

Free range means permitting livestock to graze, forage for food or otherwise roam freely outdoors as opposed to being confined within an enclosure.

Hen means a female chicken.

Proper enclosure when used in reference to dogs means a building or other structure from which a dog cannot escape, or an outside area enclosed by a fence at least six feet in height secured to the ground in a manner so that a dog cannot escape.

(Code 1989, § 81.01)

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

- (a) The keeping or maintenance outside a proper enclosure of any dog having dangerous or destructive propensities is prohibited.
- (b) The keeping or maintenance of any dog which by prolonged and habitual barking, howling, or whining cause serious annoyance to neighboring residents and interfere with the reasonable use and enjoyment of the

¹State law reference(s)—Rabies, G.S. 130A-184 et seq.; authority of city to define and prohibit abuse of animals, G.S. 160A-182; authority of city to regulate domestic animals, G.S. 160A-186; limitations on municipal regulations concerning standards of care for farm animals, G.S. 160A-203.1; authority of city to regulate possession or harboring of dangerous animals, G.S. 160A-187; bird sanctuaries, G.S. 160A-188.

premises occupied by such residents, or with the reasonable use and enjoyment of the public streets, sidewalks or other public areas, is prohibited.

- (c) It shall be unlawful for any person owning, having possession, charge, care, custody or control of a dog to allow such dog to enter any town owned parcels, including, but not limited to, Lake Lure Town Hall, Washburn Marina, Morse Park, Dittmer Watts Nature Trail and Lake Lure Greenspace without being secured by a leash, lead or other means of physical restraint not exceeding 10 feet in length, which leash, lead or other means of physical restraint is not harmful or injurious to the dog and which is held by a responsible person capable of physically restraining the dog. This section shall apply to all dogs with the following exceptions:
- (1) Dogs used or being trained for law enforcement by law enforcement officials.
 - (2) Service animals, as defined by the Americans with Disabilities Act, used by authorized persons and under the control of such persons.
 - (3) Dogs in specified off-leash areas as designated by the town.
 - (4) Dogs fulfilling a specific town or public purpose, per authorization from the town.

(Code 1989, § 81.02; Ord. of 9-11-2012; Ord. of 5-14-2019; Ord. No. 21-12-14, 12-14-2021)

Sec. 4-3. Livestock.

- (a) *Keeping of livestock prohibited.* It shall be unlawful to keep or maintain any cow, mule, sheep, goat, hog, other livestock, or fowl other than hens as defined in section 4-1, on any lot or within any pen, stable, or other enclosure or building within the corporate limits. This section shall not be deemed to prohibit the assembling of livestock for shipment or the unloading from shipment of livestock, provided that such livestock are not kept within the corporate limits for more than 24 hours prior to shipment or subsequent to unloading.
- (b) *Horses and ponies.* Horses and ponies may be kept within town limits for pleasure or recreational purposes only, provided that no horse or pony is kept, housed, penned, or maintained in a shed, stall, stable or other place within 200 feet of a residence, including the owner's or boarder's residence, church, store or other place of business. All pens, sheds, stalls or stables, or structures in which the same may be kept, housed or penned, shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive odor or smell which can be detected by and is offensive to the occupant of any house in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. The pasturing of any horse or pony will be limited to one animal for every two acres of pasture.
- (c) *Hens.* Up to four (4) hens may be kept within town limits, on residentially zoned properties, for non-commercial purposes only, provided that no hen is kept, housed, penned or maintained within 100 feet of a residence other than the owner's or tenant's, a church, store or other place of business. Additionally, hens shall be kept separated from any property line by a minimum of (25 or 50 feet) and a minimum of (50 or 75 feet) from any body of water or roadway. All areas where hens are kept shall at all times be required to be kept clean, disinfected and sanitary, and the same shall not emit at any time any noxious or offensive order which can be detected by and is offensive to the occupant of any dwelling in the town. Safeguards must be utilized and maintained to minimize the breeding and dissemination of rodents and flies by the use of appropriate pesticides and feed-storage facilities. Hens must be kept within a completely enclosed chicken coop and/or run, the total area of which shall not exceed (200 or 160 square feet) in size. The free ranging of hens is prohibited. Any individual keeping hens within the town must obtain an annual registration fee to be in compliance with this section of the Code of Ordinances.

- (d) *Effect upon existing livestock.* Persons keeping or maintaining within the corporate limits any of the animals named in subsection (a) of this section, shall remove them from the corporate limits in order to comply with subsection (a) of this section not later than six months from the effective date of the ordinance from which this subsection is derived.
- (e) *Violations.* In any event, if any horse, pony or hen being kept pursuant to this section becomes noncompliant with these provisions, upon written notice given by the town to either the owner of the horse, pony or hen or the possessor of said horse, pony or hen, that owner or possessor shall have seven days to correct the deficiencies noted in the written notice, and failure to correct the deficiencies noted in the written notice shall constitute a violation of this chapter.

(Code 1989, § 81.03; Ord. of 2-23-1993)

Sec. 4-4. Bird sanctuary.

- (a) The territory within the corporate limits of the town is declared a bird sanctuary.
- (b) It shall be unlawful for any person to kill, trap, or otherwise take any bird within the corporate limits except hawks, crows, starlings, pigeons, and domesticated fowls.
- (c) On all town property, it shall be unlawful to:
- (1) Feed any pigeon, duck, goose, or any other bird;
 - (2) Disperse any food material or other matter edible by pigeons, ducks, geese, or any other birds so as to make such material or matter available to pigeons, ducks, geese, or any other birds for ingestion; or
 - (3) Permit any food or other matter edible by any pigeon, duck, goose, or any other bird to remain on the ground after dispersing or dropping the same.
- (d) A violation of subsection (c) of this section shall constitute an infraction for the first offense. Any subsequent violation occurring within six months after the first violation shall constitute a misdemeanor punishable as per section 4-5. At the sole discretion of the town attorney, any subsequent violation may be prosecuted as an infraction.

(Code 1989, § 81.04)

State law reference(s)—Establishment of bird sanctuaries authorized, G.S. 160A-188.

Sec. 4-5. Penalty.

- (a) Any person violating the provisions of sections 4-2 and 4-3 shall be guilty of a misdemeanor, punishable on conviction by a fine not exceeding \$50.00 or by imprisonment of not more than 30 days.
- (1) The violation of any provision of section 4-3 shall subject the offender to a civil penalty in the amount of \$50.00 to be recovered by the town. Violators shall be issued a written citation which must be paid within 72 hours.
 - (2) Each day's continuing violation of section 4-3 shall be a separate and distinct offense.
 - (3) Notwithstanding subsection (a)(1) of this section, this provision may also be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction or by criminal penalties as provided in G.S. 14-4.
- (b) Any person violating the provisions of section 4-4 shall be guilty of a misdemeanor, punishable on conviction by a fine not exceeding \$50.00 or by imprisonment of not more than 30 days, or both.

PART II - CODE OF ORDINANCES
Chapter 4 ANIMALS

(c) In addition, enforcement of this chapter may be by injunction, restraining order, or order of abatement in a court of competent jurisdiction, as provided by G.S. 160A-175(d) and (e).

(Code 1989, § 81.99; Ord. of 2-23-1993)

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Continue Discussions Regarding Proposals for the Lease of the Former ABC Store Property

AGENDA INFORMATION:

Item Number: V
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Council will continue review of proposals for the lease of the former ABC Store building located at 2654 Memorial Highway. The Town has received updated proposals from Wade Oppliger / Paul & Cara Brock / Leslie Rowland and from Lake Lure Tours, INC / KML Investments, LLC.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Revised Proposal from Lake Lure Tours, INC / KML Investments, LLC; Revised Proposal from Wade Oppliger / Paul & Cara Brock / Leslie Rowland; Proposal Comparison Chart

STAFF COMMENTS AND RECOMMENDATIONS:

N/A

LAKE LURE TOURS, INC
KML INVESTMENTS, LLC

P.O. BOX 10043

FLEMING ISLAND, FL 32006

(Revised November 20 , 2023)

**A Revised, Best-and-Final PROPOSAL for lease of 2654 Memorial Highway,
also known as FORMER ABC STORE building and its traditional parking spaces.**

Whereas Lake Lure Tours, Inc. has submitted (and hereby rescinds) three prior proposals for the leasing 2654 Memorial Highway, Rutherford County GIS PIN # 0632878422 / Parcel #1616937 AND Parcel #1616938, 2662 Memorial Highway (the more recent of which dated October 20, 2023); this proposal of November 20, 2023 is our best-and-final proposal for leasing the former ABC Store building and its parking, including our proposed use of the former ABC Store building as an Outdoor Store (in coordination with our teaming partner, Tim Edwards).

Leased Property Exclusions, Inclusions, and a Request

This proposal, for lease and operation of the former ABC Store building and its traditional and adjacent paved parking, excludes Pool Creek Picnic Park "Green Space;" a four-slip Town-owned dockage tethered at that "Green Space;" Chimney Rock Baptist Chapel site; ToLL's Police and Public Works dockages; the incidental dry-land storage adjacent to LLPD Dockage area; and the current unpaved, gravel and grass approach to the ToLL docks. However, our proposal includes our shared, as-needed, "first come-first served," use of all paved parking south to north between Pool Creek Picnic Park and the chapel, and east to west between former ABC Store's head-in parking spaces and non-motorized launch area with patrons of the outdoor store; users of the Pool Creek Picnic Park; attendees of Chimney Rock Baptist Church services (Sunday mornings); and vehicles and trailers belonging to users of the non-motorized launch area, only. Hence, we respectfully request the assistance of the Town (as parking area owner) and LLPD in ensuring that all of the site's paved parking be reserved for and available for use by the above, on-property entities, exclusively.

Our Proposal

Lake Lure Tours, Inc. hereby proposes to lease the ABC Building and its traditional eleven parking spaces at the rate of \$4,500/per month, under an initial two-year lease term with up to four, 2-year renewal terms, but in no case to exceed a total of 10 years, with any renewals solely at Lake Lure Tours, Inc. and or KML Investments, LLC option.

Respectfully submitted,
LAKE LURE TOURS, INC.
KML INVESTMENTS, INC.


George Wittmer

November 1, 2023

To: Hank Perkins, Town Manager-Lake Lure, NC
From: Wade Oppliger & Leslie Rowland (Lake Lure Rowing Club)
Paul & Cara Brock (Lured Market & Grill, Lured On-The-Fly, Sunken Buffalo)
RE: LOI-Lake Lure Building Lease Question (Revised 10.20.23)

Good day Mr. Perkins,

We present to the Town of Lake Lure our proposal to lease of the building at 2654 Memorial Highway and to formalize the Town's allowance for the Lake Lure Rowing Club operations at the adjacent town property.

We are offering: \$4000.00/month for the building plus a 15% concession agreement payment for revenue generated via our rowing operations and rentals, paid to the town monthly.

Lease term commences on January 1, 2024 with rent payment commencement on April 1, 2024 or earlier, at lessees' discretion based on build-out completion.

Term of the lease we request is 5-year plus one 5-year option. We anticipate cost of living increase for the building rent. We also request a first right of refusal at the end the ten-year period.

Structural improvements to the building become Town property with the exception of fixtures and lighting.

Lake Lure Rowing retains ownership of movable, floating docks that may be used during term of the lease. Permanent docks, dock improvements and boathouse structures will remain on site and will become property of the Town at the end of the final lease term.

We have reviewed the site with Mike Williams and discussed our plans. Based on that meeting, please find our following requests.

1. We would like the Town to build a deck on the backside of the building. This addition will enhance our planned use of the building and will increase the value and future appeal of the property. Dimensions to be finalized on Mike Williams full review of any pertinent set-backs.
2. We would like the Town to add three to four additional parking spaces adjacent to the current side-building parking. Council mentioned the potential for this allowance at the work session on 10.25.23. We reviewed the understood location with Mike Williams.
3. Upon consideration and approval by the appropriate Town boards, we ask the Town to allow cover-structures to be placed (or built) to function as boathouses for the Lake Lure Rowing sculls, equipment and rental craft, protecting and facilitating a neat/kept presentation of the equipment. These historical structures are open on three sides, measure approximately 24' x 19' over a slanted back to front angled roofline. Currently, the historical structures are 11'6" tall at the roof peak, we expect to add an 18-24" footer to increase the interior height by the same amount, increasing usability of the structures. They will be placed side-to-side creating a 96' x 19' footprint.
4. To facilitate better access to Lake Lure by non-motorized craft, we request the following—pending approval by the appropriate Town boards;
 - a. The Town cut horizontal grooves into the existing concrete boat ramp for safer use by non-motorized craft guests.
 - b. Town allows Lake Lure Rowing to repurpose and use the existing boat slips/dock to the north of the Town boathouse. Lowering them to appropriate level for non-motorized access (approximately 8" above the full pond lake height) using the existing posts
 - c. Lake Lure Rowing granted approval to build a 65'(l) x 10'(w) x 8"(h) dock for rowing shell launch and landing. (Eight-oar boats are 57' in length, 65' will allow shallow shoreline water avoidance and the

ability for all 9 crew members to enter or exit the boat simultaneously. Such a dock is a significant selling feature to attract visiting crews to Lake Lure.

After our review of the interior space and subsequent consultation with Mike Williams, we plan to proceed with updates and possible alteration of the interior space of the building to best accommodate our business model. We understand and accept the financial responsibility for any changes.

Dimensions of the outside deck addition can be discussed respecting any restrictions illustrated by Mike Williams—but the expectation would be for the deck to be of a size to provide comfortable, functional space for customers to enjoy food and drink while enjoying the views.

Complementing our curated assortment of water-focused, outdoor gear will be an offering of healthy, high energy/protein food and drink. We will focus on convenient, high-quality food and beverages for guests and residents alike.

We plan on greatly adding to the current offering of Lured Market, creating a full-service, local market carrying:

- * a complete assortment of meats, cheeses, gourmet canned foods, pastas, ingredients, sauces, and ready-to-eat gourmet meals and grab-and-go sandwiches prepared by the Lured Grill staff
- * carry fresh Carolina seafood, local beef, poultry, pork and eggs and in-season, fresh produce.
- * a line local bread, baked goods and pastries
- * we'll continue to carry an expanded sundries and basic household and vacation rental necessities
- * we plan to add to our local art and hand-crafted goods.
- * we will introduce a wine shop expanding greatly our already curated wine selection and offering wine education classes and tastings on a regular basis
- * we will also add an even broader retail selection of local and domestic beer, hard cider and seltzers.

Brand new will be a full gourmet coffee shop with hot and cold coffee drinks, espresso, etc. a service many Lake Lure residents have been requesting the past four years. Additionally, we will offer smoothies, fresh juices and a presentation of healthy, high-energy snacks and drinks. Overall, we believe an expanded Lured Market can better serve our local community as well as our visitors with a broader selection of quality food, drink and merchandise while creating a great starting point for the day's activity planning and a great spot to wind down.

Rowing & Non-motorized Watercraft Activity Center (15% Concession contribution to Town, paid monthly)

Requests listed above. As revenue allows, we will propose adding a floating dock (Connect-a-dock or similar) that would run along some of the shoreline from the current boathouse, south to the existing non-motorized craft boat ramp. This addition will facilitate additional water activity access from the current park area.

We will provide boat/water activity safety and Lake Lure rules to all renters and have information available in the Lured shop and at the location where watercraft are rented, leveraging the opportunity provided by the consolidation of non-motorized access to Lake Lure.

We will add a rowing/watercraft rental component based at this location. Beginning Spring 2024 (after the lake has returned to full pond) we intend to start with 6-10 row boards. Estimates can increase if we are allowed more types of watercraft to rent.

Monthly revenue at start up (and through the 2024 season) will be \$2400.00/month.**

(**this is accretive revenue—not transferred revenue accomplished by the move from the beach to this area)

Events, activities and guide services will contribute to the concession agreement paid to the Town of Lake Lure.

Monthly revenue at start up. \$400.00/month.

Having a boathouse and rowing dock access will also benefit Lake Lure by having facilities to host additional college and prep rowing teams in the future. I am researching use fees for other locations—but in addition to the economic benefit

provided by schools and teams visiting Lake Lure through hotel stays, food and such, I believe modest fees are paid for use of the local rowing club's facilities.

Potential revenue \$250-\$500/team for use of our facilities + lodging/food/local transport and general needs.

Re-capping concession revenue estimates for year one of operations:

Juniors Rowing	\$800.00/month
Rowing craft rentals	\$24000.00/month
Events/Guide Services	\$TBD
At large rowing based events:	\$TBD
2024 Monthly Estimated Rev:	\$3200.00/month (\$38,400.00/year)
15% to Town of Lake Lure:	\$480.00/month (\$5760.00/year)

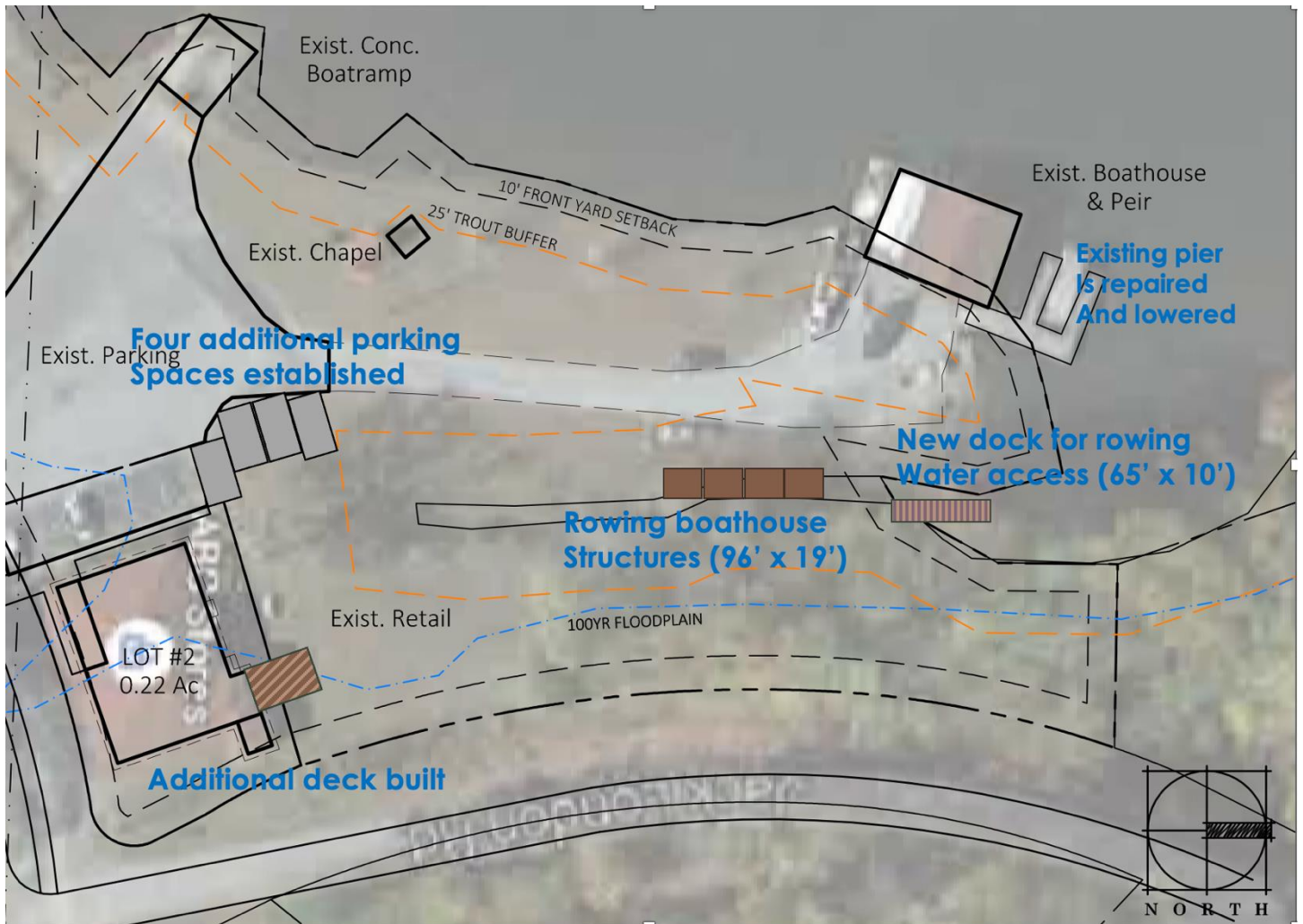
Annual growth estimated at 25% over the next four years:

Year	Revenue	Concession Payments
2025	\$48,000.00	\$7,200.00
2026	\$60,000.00	\$9,000.00
2027	\$75,000.00	\$11,250.00
2028	\$93,750.00	\$14,062.50

Thank you for your consideration. We are available for any questions or clarifications.

Wade

Wade Oppliger, Managing Partner
Leslie Rowland, Financial Partner
Paul & Cara Brock, Financial and Managing Partners



Lease Proposals for Former ABC Store Property

Proposer(s)	Lake Lure Tours	Wade Oppliger & Leslie Rowland (Lake Lure Rowing Club), Paul & Cara Brock (Lured Market, Sunken Buffalo, On-the Fly), Leslie Rowland (WNC Outdoor Collective)
Brief Description	Outdoors Store	Lake Lure Outdoor Collective, Local Market, Coffee Shop, Rowing & Non-motorized Activity Center
Rent	\$4,500/Month	\$4000/Month
Upfits - Town Costs	Possible parking signage (requested)	Construction of a deck on the back side of the building, three to four additional parking spaces; cutting of horizontal grooves into the existing concrete boat ramp
Upfits - Proposer Costs	Any upfits necessary for conducting proposed business, maintenance	Updates and possible alteration of the interior space of the building, construction of additional docks
Concession Agreement	No concession agreement required	15% Concession for revenue generated via gym operations and rowing rentals, paid monthly
Term	Two-year term with up to four 2-year renewal terms	5-year term with one 5-year option
Areas of Proposed Use	Former ABC Store Building and Paved Parking	Former ABC Store Building, Docks and Non-Motorized Ramp, Adjacent Property

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023

SUBJECT: Revisit Proposed Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections

AGENDA INFORMATION:

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

BRIEF SUMMARY:

During the October work session and action meeting, Town Council reviewed Schnabel Work Order No. 12 for professional engineering services for dam and spillway gate inspections at the Lake Lure Dam. There was consensus to proceed with approving Task 1 of the work order, which was for the engineering services for the dam inspection for \$26,217. Task 1 was approved at the November regular meeting. Staff and Schnabel Engineering recommend that Town Council revisit Task 2 for the inspection of the spillway gate and consider future approval. The total cost associated with Task 2 is \$73,813.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Proposed Schnabel Work Order No. 12, Proposal for Professional Engineering Services for Dam and Spillway Gate Inspections; Comments from Schnabel Engineering

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of Schnabel Work Order No. 12, Task 2, Proposal for Professional Engineering Services for Spillway Gate Inspections at the next regular meeting.

October 9, 2023

Mr. Dean Lindsey
Public Works Director
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: Work Order No. 12, Proposal for Professional Engineering Services for Dam and Spillway Gate Inspections at Lake Lure Dam, Lake Lure, North Carolina (Schnabel Reference 18C21024.08P)

Dear Mr. Lindsey:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this proposal to provide professional engineering services for the dam and spillway gate inspections at Lake Lure Dam. This proposal has been prepared in response to our discussions in May and June 2023.

1.0 BACKGROUND

Lake Lure Dam and its associated impoundment are owned and operated by the Town of Lake Lure, NC, (Town) and serve as the centerpiece of the community. The dam is a concrete multiple-arch buttress dam with a maximum height of about 124 feet. The dam also includes a gated concrete gravity spillway and an intake tower and penstock that supply water to a hydroelectric generating station located immediately downstream of the dam. The dam was designed by Mees and Mees of Charlotte, NC, and construction was completed in September 1926. Lake Lure Dam is regulated by the North Carolina Department of Environmental Quality (NC DEQ) Division of Dam Safety as a very large, high hazard potential structure.

Schnabel performed a condition assessment of Lake Lure Dam which included a visual inspection of the dam and appurtenances and an underwater investigation of the dam (among other services). These investigations were performed during the months of October and November 2018. The results of these inspections are presented in our Condition Assessment Summary Report (Schnabel, 2019).

Based on the results of this condition assessment, Lake Lure Dam is in overall fair condition considering its age. However, there are several items that warrant repair, monitoring, and/or additional investigation or assessment. In addition, the dam does not meet NC DEQ Dam Safety requirements for hydraulic capacity and structural stability under seismic loading conditions. The concrete gravity gated spillway sections also do not meet global stability requirements for the load cases analyzed, and there is no functional reservoir drain. The results of our distanced visual inspection of the gates also revealed several potential issues with the spillway gates that warrant additional evaluation.

NC DEQ performed a visual inspection of Lake Lure Dam on March 30, 2023, and issued a Notice of Deficiency (NOD) letter to the Town on April 11, 2023. This NOD reiterated the need to address several previous recommendations from the 2017 NC DEQ Notice of Inspection letter and Schnabel's 2018 Visual Inspection Report. On behalf of the Town, Schnabel provided a response to the NOD to NC DEQ indicating that the Town would be retaining Schnabel to perform an updated visual inspection of the dam and provide updates to the previous recommendations, as needed, based on the results of that inspection. In addition, based on previous recommendations from Schnabel, the Town has requested that Schnabel also provide an updated scope of services to perform a hands-on inspection of the spillway gates. These services will be performed under the supervision of an experienced professional engineer licensed in the State of North Carolina.

2.0 SCOPE OF SERVICES

Task 01 – Dam Inspection

Schnabel will visit the site to perform a visual inspection of the dam. The visual inspection will be performed by a licensed professional engineer and an additional representative from Schnabel. The scope of this visual inspection will be similar to the visual inspection performed by Schnabel in 2018. The visual inspection will be limited to the exposed portions of the dam, spillway, powerhouse, bridge, and abutments. The visual inspection will include photo-documentation of the condition of the dam in each bay, including seepage/leakage, concrete condition (i.e., spalls, cracks, potential alkali-silica reactivity, etc.), and other conditions/deficiencies observed.

If acceptable to the Town, we will supplement our visual inspection by collecting additional photos and/or video using a small Unmanned Aerial Vehicle (sUAS or drone). The sUAS would be used to inspect areas with difficult access (e.g., downstream face of dam, left sidewall, spillway). The sUAS would be remotely piloted by a Schnabel representative who has a Federal Aviation Administration Small Unmanned Aircraft System (UAS) Remote Pilot Certificate and North Carolina Department of Transportation UAS Commercial Operator Permit. The sUAS inspection will be performed in accordance with FAA requirements.

The deliverable for this task will consist of a report summarizing the results of our visual inspection. The report will include updates, as applicable, to the observations and recommendations included in our 2018 Visual Inspection Report and the 2023 Notice of Deficiency letter from NC DEQ. The report will include select photographs taken during our inspection and a completed visual inspection checklist. We will provide a draft copy of our visual inspection report to the Town for review in digital (PDF) format and address comments received. The final version of the report will be provided to Town and NC DEQ in digital (PDF) format. We will participate in up to two conference calls with the Town and NC DEQ to discuss our inspection observations and associated recommendations.

Task 02 – Spillway Gate Inspection

We will perform a hands-on structural inspection of the spillway gates to determine their condition and to assist in the development of any future required structural analysis or gate repair design.

Prior to our inspection, we will prepare a Gate Inspection Work Plan, which will address access considerations and safety provisions, and include an inspection checklist. The Work Plan will also include reference sketches for the existing gates based on available information.

The gate inspection team leader will be a licensed professional engineer with expertise in the fields of structural and mechanical engineering and will be responsible for supervising and coordinating with field personnel. We have budgeted for the team leader to be onsite for one full day during the gate inspection. Other team members will include a Schnabel representative, acting as the on-site notetaker for the duration of the inspection, and two Society of Professional Rope Access Technicians (SPRAT) certified technicians from Schnabel's subcontractor, Extreme Access Inc.

Each gate shall be locked out/tagged out (temporarily taken out of operation) by the Town prior to inspection. Our inspection team will establish fall protection and/or rope access to the downstream side of the three spillway gates and the trash gate. The team will inspect the downstream side of the gates to the extent visible and document conditions of the members, connections between members, the gate bearings, the trunnion anchorages, and the condition of the adjacent concrete piers and ogee gravity section at the floor of the gates. Gate leaks or debris on the gates may limit the inspection of some members, but removal of debris, including vegetation, is not included in the scope of this inspection. In areas where significant steel section loss is noted, we will perform thickness measurements. We will measure the thickness of the steel skin plate at multiple locations from the downstream side of the gate using an ultrasonic thickness gauge. Historical drawings for the spillway gates are incomplete, so we will field verify members shown on the historical drawings and measure typical member sizes on one typical spillway gate. Member sizes can be used for reference on future work, including any repairs or structural analysis of the gates. We will also review the general condition of the gate hoists. If the Town will allow a test gate operation, we will document the amperage draws on the hoists and compare with any available historical data provided by the Town. We have assumed the gates will be test operated a minimum of six inches and then closed by the Town. If a test gate operation is not possible at the time of the inspection, these amperage readings may be provided by the Town separately.

We have assumed that the inspection of the three spillway gates and the trash gate will take up to three consecutive days to complete under a single mobilization.

Following the inspection, we will provide a spillway gate inspection report detailing our findings, including photo documentation of the inspections. The report will include sufficient details and measurements to be used for potential future structural analysis and design of repairs. We will provide a draft copy of our report to the Town for review in digital (PDF) format and address comments received. The final version of the report will be provided to Town and NC DEQ in digital (PDF) format. We will participate in up to one additional conference call (beyond those described under Task 01 above) with the Town and NC DEQ to discuss our inspection observations and associated recommendations.

3.0 EXCLUSIONS

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

- Infrared scanning of the dam to evaluate areas of leakage.

- Standby time due to inability to access the gates (e.g., gate flood operations), cancellations, and/or postponements after mutual agreement between Town and Schnabel for schedule of the field work for the gate inspection.
- Lead paint testing, abatement, or removal.
- Cleaning or removal of vegetation or debris from the gates.
- Intrusive investigations of the dam (e.g., concrete coring) and materials testing.
- Underwater inspection.
- Structural analysis of the spillway gates.
- Design services.
- Attendance at meetings, other than the conference calls described above.

4.0 PROJECT FEES

Our fees are summarized below and are for the specific scope of services detailed herein. A detailed breakdown of these fees is included as Attachment 1. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized or a negotiated lump sum. Our current Schedule of Personnel Fees is included as Attachment 2.

Task	Lump Sum Fees		
	Schnabel	Subcontractor	Total
Task 01 – Dam Inspection	\$26,217	\$0	\$26,217
Task 02 – Spillway Gate Inspection	\$37,733	\$36,080	\$73,813
Total:	\$63,950	\$36,080	\$100,030

5.0 SCHEDULE

We will begin planning for the inspections upon receipt of notice-to-proceed (NTP) from the Town. We anticipate performing the dam inspection within about 4 weeks from NTP. Scheduling of the spillway gate inspection will be dependent on when NTP is issued and Extreme Access Inc.’s availability at that time. We will schedule the gate inspection as soon as reasonably possible for a day and time mutually agreeable to Schnabel, Extreme Access Inc., and the Town. We plan on providing draft inspection reports within 6 to 8 weeks of completion of the inspections.

6.0 PAYMENTS

Invoices will be submitted monthly as a percentage of completion of the lump sum fee. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 3).

7.0 GENERAL

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town will apply to the services proposed herein. Your acceptance of this work order proposal by signing and returning one copy of this letter will form our agreement for these services. You may transmit your acceptance of this proposal electronically with the understanding that the signature on the electronic document will be considered an original signature. This work order proposal is valid for 90 days from the date shown.

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

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



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

BFS:JMP:CMJ

Attachments:

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

This work order proposal is:

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____

ITEM	PRINCIPAL (11)	ASSOC. ENG. (31)	SENIOR ENG. (41)	PROJECT ENG. (51)	SR. STAFF ENG. (61)	CLERICAL / ADMIN (95)	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST	TRAVEL AND LIVING			Subtotal Travel Expense	Subtotal Travel Mileage	TOTAL ALL TRAVEL & LIVING COSTS	SUBCONTRACT	TOTAL OTHER SUB COSTS (521.03)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS				
	Pittman	Johnson	Khodaie, Duke	Stepek	Franklin	Sherwood, J. Smith			Hotel	Meals and Incidentals	Mileage	(531.14)	(531.10)							with	Extreme Access	with markups	with markups
	2023 Greensboro Rates UNIT or COST as shown in column heading	\$ 303	\$ 244	\$ 205	\$ 177	\$ 157			\$ 84	\$ 98.00	\$ 59.00	\$ 0.655	10%							10%	10%	Input \$ Below	10%
	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR	HOUR	Day	Day	Mile	markup	markup	markup	Cost	markup	Cost	Cost	Cost					
Task 01 - Dam Inspection	8.0	34.0	72.0	-	-	2.0	116.00	\$ 25,648.00	2.0	2.0	310.0	\$ 345.40	\$ 223.36	\$ 568.76	-	\$ -	\$ 568.76	\$ -	\$ 26,216.76				
Inspection Planning (Doc Review and Form Prep)		6.0	8.0				14.00	\$ 3,104.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 3,104.00				
Inspection Field Work (1, 8 hr day + travel)		14.0	14.0				28.00	\$ 6,286.00	2.0	2.0	310.0	\$ 345.40	\$ 223.36	\$ 568.76		\$ -	\$ 568.76	\$ -	\$ 6,854.76				
Draft Inspection Report		8.0	40.0				48.00	\$ 10,152.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 10,152.00				
Final Inspection Report		4.0	8.0			2.0	14.00	\$ 2,784.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,784.00				
Meetings with Town and DEQ (Two 1-hr calls)		2.0	2.0				4.00	\$ 898.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 898.00				
Review and QA	2.0						2.00	\$ 606.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 606.00				
Project Management	6.0						6.00	\$ 1,818.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,818.00				
Task 02 - Spillway Gate Inspection	8.0	9.0	49.0	-	137.0	2.0	205.00	\$ 36,342.00	5.0	5.0	732.0	\$ 863.50	\$ 527.41	\$ 1,390.91	32,800.0	\$ 36,080.00	\$ 1,390.91	\$ 36,080.00	\$ 73,812.91				
Inspection Planning (Drawing, Form, and Work Plan Prep)			8.0		16.0		24.00	\$ 4,152.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 4,152.00				
Inspection Field Work (3, 8 hr days + travel)		4.0	20.0		32.0		56.00	\$ 10,100.00	5.0	5.0	732.0	\$ 863.50	\$ 527.41	\$ 1,390.91	32,800.0	\$ 36,080.00	\$ 1,390.91	\$ 36,080.00	\$ 47,570.91				
Meetings with Town and DEQ (One 1-hr call)		1.0	1.0		1.0		3.00	\$ 606.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 606.00				
Draft Gate Inspection Report			16.0		80.0		96.00	\$ 15,840.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 15,840.00				
Final Gate Inspection Report			4.0		8.0	2.0	14.00	\$ 2,244.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,244.00				
Review and QA	2.0	4.0					6.00	\$ 1,582.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,582.00				
Project Management	6.0						6.00	\$ 1,818.00				\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 1,818.00				
QUANTITY	16.0	43.0	121.0	-	137.0	4.0	321.00		7.0	7.0	1,042.0												
TOTAL COST	\$ 4,848.00	\$ 10,492.00	\$ 24,805.00	\$ -	\$ 21,509.00	\$ 336.00		\$ 61,990.00	\$ 686.00	\$ 413.00	\$ 682.51	\$ 1,208.90	\$ 750.76	\$ 1,959.66	\$ 32,800.00	\$ 36,080.00	\$ 1,959.66	\$ 36,080.00	\$ 100,029.66				

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

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

NOTES:

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

PROFESSIONAL SERVICES AGREEMENT

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

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

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

1. SCOPE OF SERVICES/COMPENSATION.

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

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

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

3. ENTIRE AGREEMENT.

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

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

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

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

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

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

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

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

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

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

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

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

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

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

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

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

8. ASSIGNMENT, SUBCONTRACTING.

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

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

9. TERMINATION, SUSPENSION.

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

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

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

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

10. ALLOCATION OF RISK.

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

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

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

11. INSURANCE.

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

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

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

12. INDEMNIFICATION.

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

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

13. INVOICES, PAYMENTS.

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

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

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

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

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

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

15. DISPUTE RESOLUTION.

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

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

16. FORCE MAJEURE.

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

17. SEVERABILITY.

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

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

CONSULTANT:

Schnabel Engineering South, PC

By: [Signature]

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: [Signature]

Name: Karlus J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

From: Jonathan Pittman <jpittman@schnabel-eng.com>
Sent: Friday, October 27, 2023 12:43 PM
To: Dean Lindsey <dlindsey@townoflakelure.com>
Cc: Brendan Stepek <bstepek@schnabel-eng.com>; Charles Johnson <cjohnson@schnabel-eng.com>
Subject: Lake Lure Dam - Justification for Hands-On Spillway Gate Inspections

Dean,

Thanks for the call yesterday. The hands-on spillway gate inspections are not explicitly required by DEQ, though it is relatively standard in the dam safety industry (and required by some regulatory agencies) to perform these detailed spillway gate inspections at least once every 10 years. To our knowledge, no hands-on inspection of the spillway gates at Lake Lure has ever been performed and there are no surviving drawings or calculations for the gates. As we have previously discussed, considering the age of the gates and the fact that they will need to remain serviceable until the replacement dam is complete (likely 7-10 years from now), we strongly recommend that this inspection be performed so that the structural condition of the gates is better understood.

In terms of the cost of the inspection, we understand it is a significant investment by the Town and appreciate the Council making sure it is a warranted expense. We anticipate the inspection will take up to three days, requiring an experienced team on-site for that entire duration and requiring significant planning to make sure the goals of the inspection are achieved. A large portion of the cost belongs to our specialty subcontractor, Extreme Access. There are only a couple specialty contractors in the country that do this type of work, and there is a premium associated with that experience and expertise. While they are a specialty contractor, they are not dam safety engineers and so we always include an experienced engineer from Schnabel to help guide the inspection and make sure the conditions are well documented and understood. The deliverable associated with this inspection is a detailed inspection report that requires a significant amount of preparation. The intent is that the results of this inspection will be able to be used by Schnabel and the Town to help guide future decisions on spillway gate operations and maintenance so it is paramount that a very thorough and detailed report be provided.

We hope this additional information helps clarify the purpose and cost of the spillway gate inspections. We would be happy to discuss further with you and/or the Council as needed. We certainly appreciate the opportunity to continue to support the Town with respect to dam safety.

JP

Jonathan Pittman, PE
Principal / Schnabel Engineering South, P.C.

T 336.274.9456 / C 804.640.3844
11 A Oak Branch Drive
Greensboro, NC 27407
schnabel-eng.com

   
Build Better. Together.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Review and Consider Approval of Annual Addendum to County Service District Contract – Staff recommends taking action as it is a time sensitive item*

AGENDA INFORMATION:

Item Number: VII
Department: Fire / Emergency Management
Contact: Dustin Waycaster, Fire Chief
Presenter: Dustin Waycaster, Fire Chief

BRIEF SUMMARY:

Rutherford County and the Lake Lure Fire Department entered into a County Service District Contract in 2017. The County recently sent an annual addendum to the Contract which extends the Contract through June 2024. Additionally, the addendum notes that the County agrees to pay the Lake Lure Fire Department \$14,538 in accordance with Section 1 of the Contract.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Annual Addendum to the County Service District Contract.

ATTACHMENTS:

Original 2017 County Service District Contract; 2023 Annual Addendum to the County Service District Contract

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval.

COUNTY SERVICE DISTRICT SERVICE CONTRACT

This County Service District Service Contract (hereafter referred to as the "Contract"), made and entered into this the 1st day of July, 2017, by and between the County of Rutherford, a political subdivision of the State of North Carolina, (hereinafter referred to as the "County"), and Lake Lure Fire Department, a municipal fire department of the Town of Lake Lure, (hereinafter referred to as the "Fire Department");

WITNESSETH:

THAT WHEREAS, Chapter 153A, Article 16 of the North Carolina General Statutes provides that counties shall provide, maintain or let contracts for the services for which the resident of the district are being taxed within a reasonable time after the effective date of the definition of the district; and

WHEREAS, the County may levy and collect taxes for the use and benefit of the citizens in a designated county service district; and

WHEREAS, the Fire Department provides fire protection and other emergency services for a Town that is a municipal corporation established under the laws of the State of North Carolina and which is designated by the County as a service district for fire protection services pursuant to North Carolina General Statutes Chapter 153A, Article 16 (hereafter referred to as the "Service Area"); and

WHEREAS, the County desires to enter into this Contract with the Fire Department to enable the Fire Department to provide fire protection and emergency services in the Service Area; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. For their services, County agrees to pay to Fire Department an amount as set forth in the Addendum to the County Service District Contract attached hereto and made a part hereof. The amount therein shall reflect the annual budget of the County for the Service Area, to be paid as follows: County shall remit to Fire Department by the final day of each month the sum equivalent to one-twelfth (1/12th) of the full amount of the annual budget for the fiscal year in effect for the Term as defined in Paragraph 20 hereinbelow.
2. Such funds paid to the Fire Department by the County shall be used for fire protection and emergency services as may be permitted under Chapter 153A, Article 16 of the North Carolina General Statutes, including but not limited to fire department operations, fire protection and emergency services in the Service Area and other areas of response as dispatched and to meet the standards established by this agreement.
3. The Fire Department shall furnish fire protection and any other services described in the attached addendum(s) within their Service Area and other areas within Rutherford County as dispatched by the County and shall provide the necessary equipment, personnel, and those things necessary for furnishing such protection in the service area. The services shall be in accordance with minimum standards set forth in this agreement and all future amendments. The Fire Department shall furnish said fire protection without charge, except as otherwise provided by law, to all persons and property located in the service area in an efficient and workmanlike manner. This provision shall not prohibit the Fire Department from entering into contracts with the Federal, State, or local governments or private entities for the provision of emergency protection services for a fee. Fire Departments are also not prohibited from recouping the cost of hazardous materials and false alarm responses.
4. RESERVED
5. It is further agreed that each year the Fire Department will present the County with that portion of the audit for the Town relating to the Fire Department no later than the 31st day of December following the conclusion of the fiscal year.
6. If the Fire Department fails and/or refuses to provide fire protection or any other emergency services as contemplated in the Contract and, after an investigation, the Rutherford County Fire

Marshal's Office certifies to the County Manager that the Fire Department has failed and/or refused to provide fire protection or any other emergency services contemplated in the Contract, the County, at the direction of the County Manager, has a right to withhold any and all funds until a resolution is made.

7. The Fire Department shall maintain a minimum of 9S rating or better with the North Carolina Department of Insurance, State Fire Marshal's Office. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations pertaining to Emergency Services.
8. The Fire Department shall submit a copy of the State Fire Incident Report (current edition) of all emergency responses to the Rutherford County Fire Marshal's Office.
9. The Fire Department shall provide to the Rutherford County Fire Marshal's Office, annually, a current and complete roster of members of the Fire Department to include personal contact numbers for the Chief, any Assistant Chiefs, and such other executive officers of the Fire Department as the Fire Department may establish within its own governance.
10. The Fire Department agrees to provide mutual and automatic aid services to other emergency services providers within the County of Rutherford in accordance with the provisions of the Rutherford County Fire Communications Handbook. The Fire Department understands that other agencies will maintain their own liability policies and be responsible for their own expenses. The Fire Department further understands that it will be responsible for its own expenses while providing mutual aid to another agency.
11. The following minimal performance standards are agreed upon by the County and the Fire Department and are a part of this Contract:

(a) Dispatching Protocols

The Fire Department shall comply with the Rutherford County dispatching protocols and policies, including the Rutherford County Communications Handbook.

(b) Response Time

The Fire Department should have the goal of having an average response time (time of dispatch until time of arrival) of 14 minutes or less for structural fire calls within the recognized Insurance District.

(c) Manpower on Scene

The Fire Department should have adopted standard operating guidelines that address the appropriate number of firefighters needed on all type fire calls. The National Incident Management System shall be used at all incidents to manage personnel.

(d) Training

The Fire Department shall have the minimum standard training requirements set forth by the State of North Carolina for providing fire and emergency services provided by the Fire Department.

(e) Reports

The Fire Department shall keep all records on site for a minimum period of seven (7) years. All State and county required reports and rosters shall be submitted by the requested deadline.

(f) Emergency/Disaster Response

The Fire Department shall follow the Rutherford County Emergency Operations Plan when responding to an emergency or disaster.

(g) State of Emergency

The County requests that the Fire Department, when available, assist with the following services, but not limited to, before, during, and following times of emergency/disaster: 1) Debris Removal; 2) Debris Clearance; 3) Traffic Control; 4) Alert and Notification; 5) Search and Rescue; 6) Evacuation; and 7) other life saving and property protection measures as necessary. All operations shall be in accordance with the Rutherford County Emergency Operations Plan and the Rutherford County Emergency Management Ordinance.

(h) Emergency Medical Services- First Responders

If the Fire Department provides Emergency Medical Services assistance, it shall be done in accordance with the rules set forth by the Rutherford County Department of Emergency Services as attached in the First Responder Services Addendum attached hereto and made a part hereof by reference or as they may be amended from time to time.

12. This agreement shall become effective as of the first day of July, 2017.
13. This agreement may not be transferred or assigned by the Fire Department, nor may the services contracted for herein be subcontracted to other parties.
14. This Contract may be terminated by either party upon advance written notice to the other party, served upon the other party by certified mail at least ninety (90) days prior to termination. Failure of the County and the Fire Department to agree upon the amount of funding shall terminate this Contract without any advanced written notice.
15. Any notice required herein shall be directed to the parties as follows:

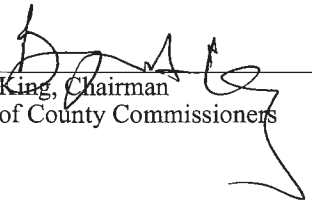
TO THE COUNTY:
County of Rutherford
ATTN: County Manager
289 North Main Street
Rutherfordton, NC 28139
Phone: 828-287-6045


TO THE FIRE DEPARTMENT:
Name: RON MORGAN
ATTN: Fire Chief
Address: PO BOX 255
Address: LAKE LURE NC 28746
Phone: 828 625-9333

16. This document together with any attached exhibits or addenda constitute the entire Contract between the parties hereto and may only be modified or amended by a written mutual agreement signed by all parties hereto.
17. This Contract is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities which are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
18. No portion of this Contract shall be deemed to constitute a waiver of any immunities which the County or the Fire Department or their respective officers or employees may possess, nor shall any portion of this Contract be deemed to have created a duty of care on the part of either party to any persons not a party to this Contract.
19. No portion of this Contract shall be deemed to create an obligation of the part of County or Fire Department to expend funds not otherwise appropriated in each succeeding year.
20. The term of this Contract shall be as set forth in the Addendum to the County Service District Contract attached hereto and made a part hereof (hereinafter "Term"). This Term may be extended by execution of the parties hereto of further addenda to this Contract. The parties hereto agree that there is no limit to the number of times this Contract may be renewed or extended in this manner so long as permitted by law and all parties agree thereto.

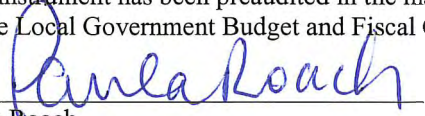
IN TESTIMONY WHEREOF, the County has caused this Contract to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, all by the authorization of its Board of Directors duly given.

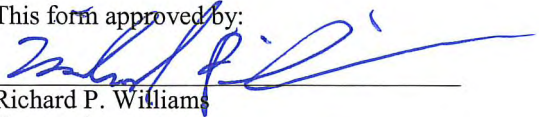
RUTHERFORD COUNTY, a municipal corporation


BY: 
Bryan King, Chairman
Board of County Commissioners

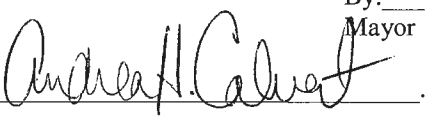
ATTEST:

Hazel S. Haynes, Clerk
Board of County Commissioners

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


Paula Roach
County Finance Officer

This form approved by:

Richard P. Williams
County Attorney

Town of Lake Lure
By: 
Mayor

Attest: 
Clerk

**ANNUAL ADDENDUM TO THE
COUNTY SERVICE DISTRICT CONTRACT**

This Addendum, made and entered into this the 1st day of July, 2023, by and between the County of Rutherford, a political subdivision of the State of North Carolina, hereinafter referred to as the County, and Lake Lure Fire Department, Inc., hereinafter referred to as the Fire Department;

WITNESSETH:

THAT, WHEREAS, the County and the Fire Department entered into a County Service District Service Contract on the 1st day of July, 2017 (hereinafter "Contract"); and

WHEREAS, the Contract provides that its terms may be extended by the parties executing an addendum to that effect; and

WHEREAS, the parties hereto desire to extend the Contract as stated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties hereto contract and agree as follows:

1. Pursuant to Paragraph 21 of the Contract, the term of the contract shall be renewed and/or extended to run from the first of July, 2023 through the final day of June, 2024.
2. The County agrees to pay to Fire Department the amount of Fourteen Thousand and Five Hundred and Thirty-Eight Dollars (\$14,538), which amount shall reflect the annual budget of the County for the designated county fire protection service district, to be paid in accordance with the terms of Section 1 of the Contract.
3. All other terms of the Contract are hereby confirmed.

IN TESTIMONY WHEREOF, the County has caused this Contract to be executed by the Chairman of the Board of County Commissioners and attested by the Clerk of the Board of County Commissioners, and the Fire Department has caused this instrument to be signed in its name by its President, attested by its Secretary, all by the authorization of its Board of Directors duly given.

RUTHERFORD COUNTY, a municipal corporation

BY: _____
Steve Garrison, County Manager

ATTEST:

Hazel S. Haynes, Clerk
Board of County Commissioners

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

This form approved by:

Paula Roach, County Finance Officer

Richard P. Williams, County Attorney

Fire Department

By: _____

President\Mayor

Attest:

Secretary

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Discuss Procore Project Management Software

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Project Manager Michael Dydula has been in search of a project management software system and has been in contact with various software companies. Such software would increase efficiency, organization, and overall performance for managing the Town's various major infrastructure projects. Project Manager Dydula has determined that Procore offers services that fit the needs of the Town for project management and Procore offers such services at a reasonable price. The quote submitted by Procore has a total of \$16,026. This price includes \$5,000 for implementation, training, and assistance with set-up.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Procore Pricing Structure Email; Procore Commercial Order Form and Subscription Agreement

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval at the next regular meeting.

Michael Dydula

From: Mark Gilliam <mark.gilliam@procore.com>
Sent: Monday, November 6, 2023 5:20 PM
To: Michael Dydula
Cc: Stephen Ford; Hank Perkins
Subject: Re: Town of Lake Lure - Procore Proposal

Hi Michael,

Thanks for letting me know some direction on what will happen with your City Council meeting process. We will send out an adjusted proposal with appropriate valid dates and service start dates.

As far as pricing in the next few years, lets take a look at the way the current proposal is structured. You only have Project Management Pro which is priced at approximately \$11k annually. Your annual construction volume is listed at 10 million per year. If you take the total pricing of \$11k and divide it by your annual construction volume of 10 million, we can develop our price per million at roughly \$1100 per million. If you were to keep the same module Project Management Pro, you can simply multiply your "new construction volume" X "price per million" = "New Subscription Cost." Let me know if this needs further clarification.

We can also discuss over a call if needed.

Thanks again,

Mark Gilliam
615-613-2064

On Mon, Nov 6, 2023 at 4:36 PM Michael Dydula <mdydula@townoflakelure.com> wrote:

Mark,

Thanks for the revised quote. I spoke with Gene at Guilford County Schools and he had a lot of good things to say and even shared some features that would help us I wasn't aware of.

After speaking with our Town Manager, Hank Perkins, we probably won't be able to get something approved at the Nov 14th Council Meeting.

We have a Council work session Nov 29th where we go over new business so they can understand all the issues before voting at the next Council Meeting.

The next Council Meeting where they will vote is on Dec 12th, so this is when we will present for approval.

In the meantime can you give us a quick summary of how the pricing structure works and how it will change moving forward if we have more revenue of work in play year to year.



PROPOSED BY:
Mark Gilliam
mark.gilliam@procore.com

6309 Carpinteria Avenue
Carpinteria, CA 93013
(866) 477-6267

Order Form	
Customer Name	Town of Lake Lure
Quote Number	Q-80303
Generated By	Mark Gilliam

Subscription Info	
Subscription Type	Quote
Start Date	December 15, 2023
End Date	December 14, 2024
Full Subscription Term	12
Billing Frequency	Annual
Payment Terms	Due On Receipt
Auto Renewal	No
PO #	
Tax Exempt	No
VAT ID	
Currency	USD
Offer Valid Through	December 15, 2023

BILL TO: Michael Dydula mdydula@townoflakelure.com +1 8286259983 Town of Lake Lure 2948 Memorial Hwy, Lake Lure, NC 28746, United States
--

SHIP TO: Michael Dydula mdydula@townoflakelure.com +1 8286259983 Town of Lake Lure 2948 Memorial Hwy, Lake Lure, NC 28746, United States
--

Year 1 Subscription				
Product Name	Unit of Measure	Qty	Subscription Term	Annual Fees
Project Management Pro Tools: Correspondence, Daily Log, Drawings, Emails, Meetings, Photos, Punch List, RFI, Schedule, Specifications, Submittals, Timecard, Transmittals	ACV(MM)	10	December 15, 2023 - December 14, 2024	\$11,026.13
Subtotal:				\$11,026.13

One Time Fees			
Product Name	Unit of Measure	Qty	Fees
Statement of Work - Professional Services	Each	1	\$5,000.00
Subtotal:			\$5,000.00

Total Fees	
One Time Fees:	\$5,000.00
Subscription Fees:	\$11,026.13
Total Fees:	\$16,026.13

TERMS AND CONDITIONS
<p>The prices shown above have been rounded to two decimal places for display purposes. Prices quoted do not include taxes. One-time promotional pricing will expire at the end of the Subscription Term.</p> <p>Annual Construction Volume (“ACV”) means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer’s Procore account(s) during each 12-month period identified on this Order.</p> <p>This Order is governed by the terms of the Procore Subscription and Services Agreement (the “SSA”) and Data Processing Addendum (the “DPA”). This Order and the SSA constitute the entire agreement between Procore and Customer, superseding any other terms including, but not limited to, the terms of any Customer purchase order and any prior agreements between the Parties regarding Customer’s purchase of services from Procore.</p> <p>Each Party represents that it has the authority to enter into this Order.</p>

To view details of services purchased, please visit this [page](#).

Town of Lake Lure (“Customer”)

Signature:

Name:

Title:

Date:

*I accept the terms and conditions of the SSA found at
<https://www.procore.com/legal/subscription-services-agreement>*

*I accept the terms and conditions of the DPA found at
<https://www.procore.com/legal/dpa>*

Procore Technologies, Inc. (“Procore”)

Signature:

Name:

Title:

Date:

PROCORE

STATEMENT OF WORK



OVERVIEW

Procore Technologies, Inc., (Procore) a Delaware corporation, having its principal place of business at 6309 Carpinteria Avenue Carpinteria, CA 93013, is pleased to present this Statement of Work (“SOW”) for Procore Customer.

To streamline the implementation and rollout of Procore for Customer projects in the United States, Customer and Procore agree to the following scope of services by Procore:

This SOW includes access to Implementation Services for three (3) months from the service start date and Virtual Consulting Services.

These services benefit the Customer in the following ways:

- Implementation Manager Services ensure a consistent point of contact throughout the implementation to manage the successful execution of service project scope.
- Virtual Consulting Services for product as well as business processes to provide guidance and best practices in order to successfully execute project scope.

SCOPE OF WORK

IMPLEMENTATION SERVICES

A named Implementation Manager will be assigned to the project to act as the project manager of all services purchased and assist in items such as:

- Scheduled virtual sessions to cover items such as:
 - Customer outcome discovery in order to tailor the project plan and product deployment.
 - Company level configuration review.
 - Recurring project status updates, monitoring the health of the project, product usage, and key performance indicators.
 - Outcome review
- In addition, the Implementation Manager may provide the following services:
 - Coordination, planning, and management of the execution of the project.

CONSULTING SERVICES

Consulting hours will be provided by a subject matter expert with specific product and/or industry knowledge in order to assist in deliverables such as:

- Scheduled virtual consulting sessions, which may include:
 - Procore led discovery intended to surface Customer's business outcomes, processes and strategy
 - Advisement on recommended processes per the clients processes, goals and products
 - Consultative guidance on best practices, configuration settings, permissions based on desired business process and outcomes
 - General Q&A with Customer's Procore Committee or individual project teams.
 - Review and guidance on client drafted SOPs in a Procore provided template.
- In addition Consulting Services may provide:
 - Coordination, planning, and research in support of process or project requirements.

Consulting Services must be used within three (3) months of the service start date.

SCOPE OF SERVICES

- Advisement on a total of up to five (5) Tools per two (2) Products
 - Consultative guidance on smart practices, configuration settings, permissions based on desired business process and outcomes
- Review of Customer-generated Standard Operating Procedures (SOPs)
 - Procore review of Customer drafted SOPs in a Procore provided template. Review entails identification of any documented practices that differ from industry best practice/ decisions made during consultations. Service is limited to" SOP feedback pertaining to Procore tools.

SUMMARY OF SERVICES

Service	Description	Cost	Term
Implementation Manager Services	Access to named IM for 3 months. Includes up to 15 hours of implementation efforts and Project Administration.	\$3,000	3 Months
Consulting Services	Up to 9 hours of Virtual Consulting. Includes coordination, planning, research, and administration.	\$2,475	3 Months
Subtotal		\$5,475	
Discount		(\$475)	
Total		\$5,000	

The above breakdown of cost allocation represents our best estimate of resource effort per service type. This breakdown may be revised by Customer and Procore's mutual agreement should service needs change during the course of the implementation. For calls or meetings that require more than one (1) Procore resource, hours will draw against the relevant bank of hours per resource.

PRICING AND PAYMENT TERMS

Work performed against this statement-of-work (SOW) will be conducted via a fixed fee of **\$5,000** and is due as defined in the order form. All fees are in USD.

LEGAL TERMS AND CONDITIONS

This SOW is also governed by the Procore Subscription and Services Agreement ("Agreement") as executed by Customer.

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023

SUBJECT: Review Proposed LaBella Task for Water System Consolidation

AGENDA INFORMATION:

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

BRIEF SUMMARY:

LaBella Associates has submitted a proposed task for Water System Consolidation. The Town's water system currently consists of three somewhat separate zones – (1) Firefly Cove served by one well (soon to be two) and a storage reservoir; (2) the central 'downtown' area served by the 'Powers' well; and (3) the '80' system served by the 'Woody' and '80' wells, and storage reservoirs including 'Island Creek' and another at the '80' well. Because the downtown area is not able to be served by either of the other two systems and itself has only one well and no reservoir, the Town relies on Chimney Rock Village for redundancy. The Town wishes to consolidate the systems such that they can collectively support each other and in particular, the downtown system so that the dependency on Chimney Rock Village is eliminated. The Scope for the task includes data collection, design, permitting, and construction assistance. The lump sum associated with the task is \$10,600.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Proposed LaBella Task for Water System Consolidation

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval at the next regular meeting.

April 20, 2023

Michael Dydula, PE, Project Manager
Dean Lindsey, Public Works Director
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

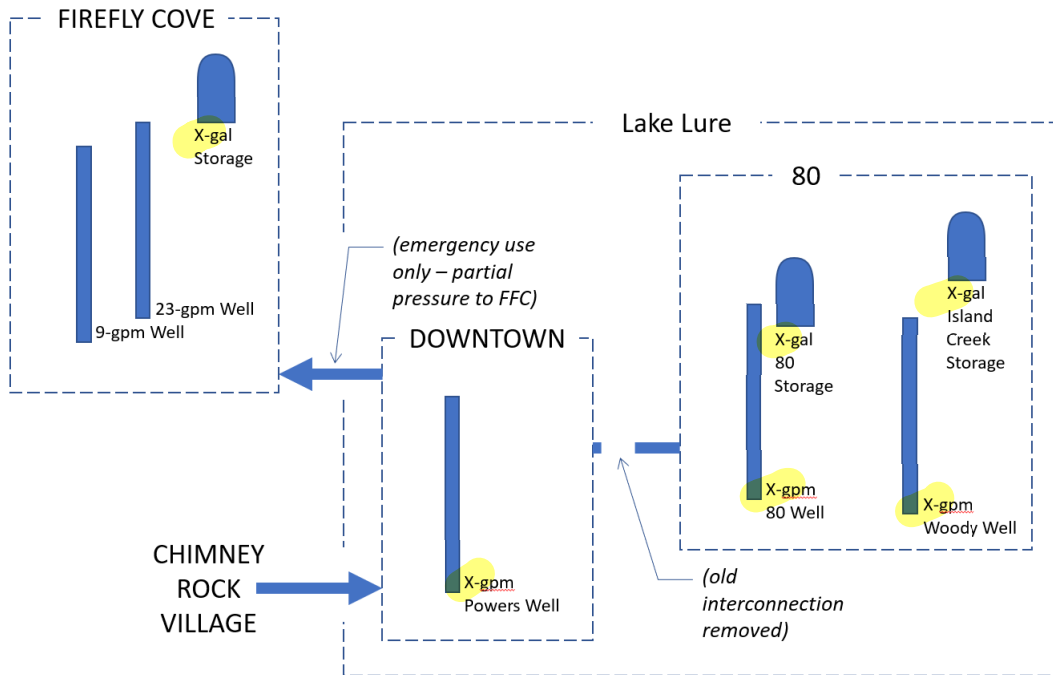
**SUBJECT: Lake Lure On-Call Professional Services
Task [redacted] - Water System Consolidation**

Dear Mike and Dean:

LaBella Associates appreciates the opportunity to continue to work with the Town of Lake Lure (Town). We hope to continue the ongoing relationship as we work with you through your various engineering needs. We have previously provided an engineering services agreement (Contract), and this work would be performed under that agreement. This proposal letter provides a scope of work and budget to provide the Task [redacted] deliverables as described below.

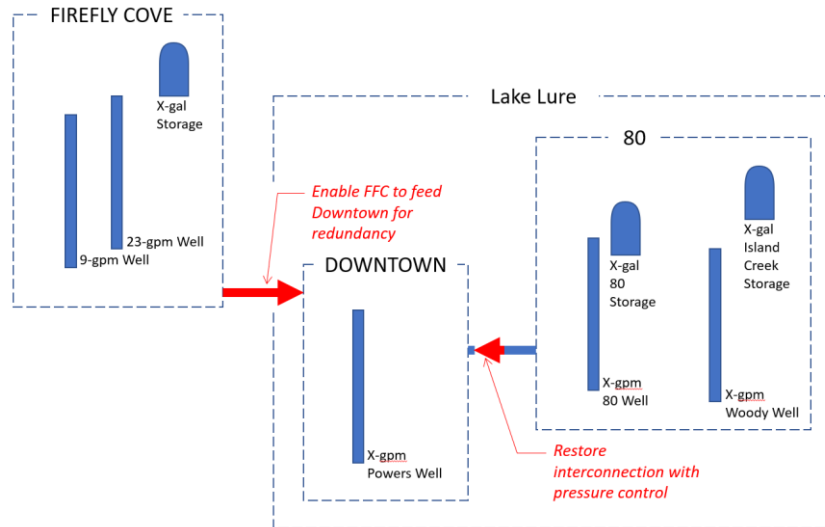
Overview

The Town's water system currently consists of three somewhat separate zones – (1) Firefly Cove served by one well (soon to be two) and a storage reservoir; (2) the central 'downtown' area served by the 'Powers' well; and (3) the '80' system served by the 'Woody' and '80' wells, and storage reservoirs including 'Island Creek' and another at the '80' well. This configuration is schematically shown below:



Because the downtown area is not able to be served by either of the other two systems and itself has only one well and no reservoir, the Town relies on Chimney Rock Village for redundancy. The Town wishes to consolidate the systems such that they can collectively support each other and in particular, the downtown system so that the dependency on Chimney Rock Village is eliminated.

The completed work will result in reconfiguration, illustrated schematically below (alterations in red):



Scope

Specifically, the proposed Work will consist of the following:

- Data Collection
 - LaBella will review information provided by the Town and vendors to identify appropriate control valve devices suitable for interconnecting the systems with the functionality sought by the Town. No survey is included, but elevation / pressure data is required and assumed available from the Town.
- Design
 - LaBella will prepare technical specifications and construction drawings illustrating the installation of the required devices and vaults. Publicly available aerial imagery will be used for site drawings. The existing PRV valve between the FFC and Downtown systems is expected to be reconfigured (or replaced if necessary) to reverse flow. The interconnection between the Downtown and 80 systems is expected to be installed between Arcade Street and Keefer Lane.
- Permitting
 - LaBella will prepare the application and submit the construction documents to NCDEQ (Division of Water Resources – DWR / Public Water Supply Section) for approval of the public water system modification. LaBella will respond to comments in order to obtain approval.
 - Following completion of construction, LaBella will provide certifications necessary for NCDEQ approval to operate the modifications.
- Construction Assistance
 - The Town will use their own staff or local contractor(s) to perform this minor work.
 - LaBella will provide support during construction to review any submittals and/or respond to questions / interpret the construction documents.
 - LaBella will inspect the completed work in order to provide the NCDEQ completion certification.

This proposal is submitted as a Lump Sum Task with a budget of **\$10,600**, Invoices will be based on percent completion of the overall Scope, and are payable within 30 days of receipt by the Town. Permitting and other regulatory fees may be paid directly the Town, or by LaBella upon the respective submissions (if applicable) and reimbursed at cost but are not included in the above Fee.

Conclusion

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



If this proposal is acceptable to the Town, please sign this proposal on the signature line below to authorize the 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 me directly at (704) 941-2110.

Sincerely,
LaBella Associates, P.C.

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

Town of Lake Lure, North Carolina

By: _____
Authorized Signature

Title _____

Date _____

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023

SUBJECT: Review Ruby-Collins Agreement Amendment 03

AGENDA INFORMATION:

Item Number: X
Department: Public Services
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

Ruby-Collins has submitted proposed Agreement Amendment 03 for the purpose of carrying forward the Phase 1 GMP scope development and allow the Project Team to design, plan and permit the GLS alignment from the South Shore of Sunset Cove to the treatment plant. Ruby-Collins has stated that the budget for this amendment was intended to be captured in the GMP pricing for this winter's work, but since to not being able to move ahead with full GLS work this winter due to water levels not able to reach minus 20, this scope must be broken out and funded up front. GLS pricing for the winter of '24/'25 will reflect this amount already being paid to the project team. Amendment 03 includes an additional \$550,000, which brings the total contract amount to \$3,522,095.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Ruby-Collins Agreement Amendment 03; Ruby-Collins Amendment 03 Pricing Explanation Email

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval at the next regular meeting.

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

Reference: Design, Planning and Permitting Lake Lure GLS Alignment South Shore Sunset Cove to Treatment Plant: Station 67+60 – 1+00

Subject: Agreement Amendment 03 – November 16, 2023

Owner: Town of Lake Lure, North Carolina

Design-Builder: Ruby-Collins, Inc.

The purpose of this amendment is to carry forward the Phase 1 GMP scope development and allow the Project Team to design, plan and permit the GLS alignment from the South Shore of Sunset Cove to the treatment plant.

Due to the complexity of the upcoming work, the design team needs to begin on the above referenced scope as soon as possible to avoid delays in design and permitting that have the potential to impact the anticipated work for the '24/'25 drawdown. Some design and planning has already been completed in good faith.

The budget for this amendment was intended to be captured in the GMP pricing for this winter's work, but since to not being able to move ahead with full GLS work this winter due to water levels not able to reach minus 20, this scope must be broken out and funded up front. GLS pricing for the winter of '24/'25 will reflect this amount already being paid to the project team.

Anticipated invoicing for this scope would be monthly starting in January of 2024 and continue through the summer and be consistent with the previous cost-plus billings format.

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

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

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

General Amendment 03 Budget

Phase 1 Contract Amount	\$640,000.00
Amendment 01 North SS1 Dock Casing Bores Budget	\$850,000.00
Amendment 02 North Shore Sunset Cove Station 82+10 – 67+60	\$1,482,095.00
Amendment 03 Design, Planning and Permitting Station 67+60 – 1+00	\$550,000.00
Revised Contract Amount w/ Amendment 01, 02 and 03	\$3,522,095.00

All other terms of the _____, 20__ Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this Amendment, this Amendment shall prevail.

Town of Lake Lure _____
Signature and Date

Ruby-Collins, Inc. _____
Signature and Date

Michael Dydula

From: Gary Johanik <gjohanik@ruby-collins.com>
Sent: Thursday, November 16, 2023 1:58 PM
To: Michael Dydula
Cc: Houston, Brian; Monte Beasley; Andy Cook; Scott Cline
Subject: RE: GLS Agreement Amendment 03

Mike,

Per our discussion, the \$550K is to progress the design, permitting and planning for the winter of '24/'25 work. As we anticipate a cost of around \$5-\$6 million for this work we applied a 12% factor (very typical cost % to cover all things design and planning) to this estimated value to produce the \$550K. This was originally built into our GMP pricing but as we had to revert back to T&M we need this money to keep things going beyond this winter to avoid delays. This advanced payment will be considered when developing our GMP pricing for next winter as it's already been accounted for.

The main component of the \$550K is for design and permitting with a smaller portion allocated to Ruby-Collins ongoing planning and support efforts. I spend a good chunk of my time working on the project with coordination and planning from April until January with input from Ruby-Collins management. The LaBella portion covers their time for design in the office, on site visits and permitting efforts. The upcoming work in the winter of '24/'25 will have significantly greater permitting requirements than previous working periods and will require more resources from LaBella to ensure this is done properly and on time.

If you need further clarification on the price let me know.

Thank You



Gary Johanik
Assistant Project Manager

Ruby-Collins, Inc.
Office: 770-432-2900
Mobile: 715-292-8621

4875 Martin Court | Smyrna, Georgia 30082
www.ruby-collins.com

From: Michael Dydula <mdydula@townoflakelure.com>
Sent: Thursday, November 16, 2023 1:10 PM
To: Gary Johanik <gjohanik@ruby-collins.com>
Cc: Houston, Brian <bhouston@LaBellaPC.com>; Monte Beasley <mbeasley@ruby-collins.com>; Andy Cook <acook@ruby-collins.com>; Scott Cline <scline@ruby-collins.com>
Subject: RE: GLS Agreement Amendment 03

Gary as discussed on the phone today can you provide a little more breakdown on the Amendment price to explain to the council what we will be doing.

I plan to review this at the Council Work Session on November 29th and then hope to get it approved at the Town Council Meeting December 12th.

Brian does the Council need to approve this before DEQ/DWI does?

Thanks everyone for your continued work on this project.

Michael Dydula, PE

Project Manager

2948 Memorial Hwy

Lake Lure, NC 28746

Office: 828-625-9983, Ext. 115

Cell: 919-398-8565

Web: townoflakelure.com



From: Gary Johanik [<mailto:gjohanik@ruby-collins.com>]

Sent: Thursday, November 16, 2023 12:32 PM

To: Michael Dydula <mdydula@townoflakelure.com>

Cc: Houston, Brian <bhouston@LaBellaPC.com>; Monte Beasley <mbeasley@ruby-collins.com>; Andy Cook <acook@ruby-collins.com>; Scott Cline <scline@ruby-collins.com>

Subject: GLS Agreement Amendment 03

Mike,

Please see the attached amendment for design, planning and permitting for work in the '24/'25 drawdown season.

Per our discussion Monday, if this can be approved at your December council meeting that would allow us to get moving without issues.

If you have any questions, please feel free to reach out for clarification.

Thank You



Gary Johanik

Assistant Project Manager

Ruby-Collins, Inc.

Phone: 770-432-2900 | Cell: 715-292-8621

4875 Martin Court | Smyrna, Georgia 30082

www.ruby-collins.com

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Review Draft Budget Amendments for Interns

AGENDA INFORMATION:

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

BRIEF SUMMARY:

At the October work session and action meeting, Town Council discussed and expressed support for hosting two interns from local universities. One intern would work with Town Hall staff to complete tasks associated with utilities and administrative actions. The other intern would work with Community Development on zoning and Geographic Information System (GIS) operations. Finance Director Stephen Ford has will present two draft budget amendments to account for each intern.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

n/a-will be presented

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends approval at the next regular meeting.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Discuss Future Capital Reserve Fund for Water and Sewer

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Finance Director Stephen Ford and Town Manager Hank Perkins recommend establishing a capital reserve fund for water and sewer. This fund designate funds for future water and sewer capital items as well as how the fund can relate to debt service and loan payments in the coming years.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

None at this time.

STAFF COMMENTS AND RECOMMENDATIONS:

None at this time.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Discuss Dates for the 2024 Town Council Planning Retreat

AGENDA INFORMATION:

Item Number: XIII
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town staff requests that Council discuss possible dates for the 2024 Town Council Planning Retreat. The annual Planning Retreat is held with the purpose of discussions the Town's overall goals. After reviewing schedules, Town staff recommends holding the 2024 Planning Retreat on either January 17th or January 18th.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends holding the 2024 Planning Retreat on January 17th or January 18th.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Discuss December Work Session and Action Meeting Date

AGENDA INFORMATION:

Item Number: XIV
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

The 2023 meeting schedule adopted by Council lists the December Work Session and Action meeting date as December 19th. December 19th is on a Tuesday, whereas all other work session and action meetings are held on Wednesdays. Town staff would like clarification as to whether or not Town Council would like to proceed with holding the meeting on December 19th or if the schedule should be amended to hold the meeting on Wednesday, December 20th.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

2023 Town Council Meeting Schedule

STAFF COMMENTS AND RECOMMENDATIONS:

N/A

TOWN COUNCIL MEETING SCHEDULE FOR 2023

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

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

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

* Council planning retreat held on January 11th.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Review Draft 2024 Town Council and Marine Commission Meeting Schedules

AGENDA INFORMATION:

Item Number: XV
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Town Council will review the proposed 2024 Town Council and Marine Commission meeting schedules. Any necessary changes will be discussed.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Proposed 2024 Town Council and Marine Commission Meeting Schedules

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption of the 2024 Town Council and Marine Commission Meeting Schedules at the next regular meeting.

TOWN COUNCIL MEETING SCHEDULE FOR 2024

DATE	LOCATION	TIME	MEETING TYPE
January 9, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
TBD	TBD	TBD	Planning Retreat
January 24, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
February 13, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
February 28, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
March 12, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
March 27, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
April 9, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
April 24, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
May 14, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
May 22, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
June 11, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
June 26, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
July 9, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
July 24, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
August 13, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
August 28, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
September 10, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
September 25, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
October 8, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
October 23, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
November 12, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
November 20, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action
December 10, 2024	Lake Lure Municipal Center	5:00 p.m.	Regular
December 18, 2024	Lake Lure Municipal Center	8:30 a.m.	Work Session / Action

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

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

* Town Council planning retreat held on TBD

LAKE LURE MARINE COMMISSION MEETING SCHEDULE FOR YEAR 2024

<u>DATE</u>	<u>LOCATION</u>	<u>TIME</u>	<u>TYPE</u>
March 12, 2024	Lake Lure Municipal Center	4:00 p.m.	Regular
June 11, 2024	Lake Lure Municipal Center	4:00 p.m.	Regular
September 10, 2024	Lake Lure Municipal Center	4:00 p.m.	Regular
December 10, 2024	Lake Lure Municipal Center	4:00 p.m.	Regular

* Regular Lake Lure Marine Commission meetings are held four times per year during the months of March, June, September, and December on the second Tuesday at 4:00 p.m.

DRAFT

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Review Draft 2024 Budget Calendar

AGENDA INFORMATION:

Item Number: XVI
Department: Administration
Contact: Stephen Ford, Finance Director
Presenter: Stephen Ford, Finance Director

BRIEF SUMMARY:

Town Council will review the proposed 2024 Budget Calendar. Any necessary changes will be discussed.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Proposed 2024 Budget Calendar

STAFF COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption of the 2024 Budget Calendar at the next regular meeting.

FISCAL YEAR 2024-2025 BUDGET CALENDAR

DEADLINE	TASK
December, 2023	<i>Pre-budet analysis and information sharing by Finance</i>
Last Week of January 2024	<i>Distribute FY 23-24 operational budget materials to department heads and key staff personnel. Also, Capital Improvement Program (CIP) also distributed for review and possible additions.</i>
March 1, 2024-March 25, 2024	<i>Departmental meetings with Finance (and Town Manager as necessary) to determine preliminary operational budget requests. Finance reviews with Town Manager. Draft recommended operational budget.</i>
Week of April 1, 2024 - April 22, 2024	<i>Budget sessions with staff, Manager and Finance continue. Revenue projections and estimates are generated. Final staff reviews and budget document editing. -CIP is finalized.</i>
Late April, 2024	<i>Revenue estimates finalized. County property tax value estimates due. Final Draft is completed</i>
May, 2024	<i>Town Manager presents FY 2023-24 budget to Council at regular monthly meeting Council reviews. Council work sessions are scheduled throughout the month for changes to be incorporated into final budget document.</i>
June, 2024	<i>Hold public hearing on proposed budget. Adoption of budget.</i>

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023

SUBJECT: Continue Discussion Regarding Parks and Recreation Trust Fund (PARTF) / Boys Camp Road

AGENDA INFORMATION:

Item Number: XVII
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Staff requests that Town Council continue discussions regarding Boys Camp Road and the associated Parks and Recreation Trust Fund grant. As discussed at previous meetings, Town staff found that cell towers are prohibited by Parks and Recreation Trust Fund (PARTF) guidelines for land acquisition. The Town received a PARTF grant for an acquisition project for Boys Camp Road in 2019. At the time of award, the Town had no plans to place a cell tower on the property, but it is now a priority that the Town have the cell tower constructed on the property to increase public safety. Town Council and staff previously discussed the Town's options which include converting a different property that is not currently owned by the town and must be appraised at the same value as the Boys Camp Property per today's value or paying back the funds. Council will continue to discuss options and determine the best course of action to regaining compliance with PARTF.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

N/A

STAFF COMMENTS AND RECOMMENDATIONS:

Staff notes that the most efficient and simplistic option for regaining compliance with PARTF is to opt for the pay back method, rather than proceeding with the conversion process.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Project Manager Updates

AGENDA INFORMATION:

Item Number: XVIII
Department: Project Management
Contact: Michael Dydula, Project Manager
Presenter: Michael Dydula, Project Manager

BRIEF SUMMARY:

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

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: November 29, 2023**

SUBJECT: Town Manager Updates

AGENDA INFORMATION:

Item Number: XIX
Department: Administration
Contact: Hank Perkins, Town Manager
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

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

XX

ADJOURNMENT