

# **LAKE LURE TOWN COUNCIL MEETING PACKET**

Wednesday, January 22, 2025  
8:30am



**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 AND ACTION MEETING**

Wednesday, January 22, 2025 at 8:30 a.m.

Lake Lure Fire Department



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**Agenda**

- I. Call to Order**
  - A. Pledge of Allegiance and Invocation
- II. Agenda Adoption**
- III. Mayor's Communication**
- IV. Town Managers Communication**
- V. Consent Agenda**
  - A. Approval of December 2024 Minutes - Page 7
- VI. Unfinished Business**
- VII. New Business**
  - A. 121 Anglers Way request to demolish boathouse, Seawall, and stabilize the shoreline. - Page 27
  - B. 121 Anglers Way request to seek injunction relief. - Page 31
  - C. 121 Anglers Way request to appeal citation issued. - Page 33
  - D. Review Damaged Lake Structure List - Page 37
  - E. Consider Approval of Proposed Updates to Organizational Chart - Page 44
  - F. Review Board opening and Active Applications - Page 47
  - G. Consider Selection of Hager Strategic Solutions for Lobbyist Services and Authorization for Manager to Negotiate Agreement - Page 71
  - H. Review and Consider Approval of Schnabel Work Order 11B - Page 83
  - I. Review and Consider Approval of Schnabel Work Order 7C - Page 95
  - J. Storm Recovery Updates - Page 107
    - Fire/Emergency Management
    - Public Services
    - Parks, Recreation, and Lake
    - Finance
    - Police
    - Community Development
    - Communications

**VIII. Public Comment**

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

**IX. Adjournment**

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

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

# V CONSENT AGENDA

A. Approval of the December 2024 Minutes

**TOWN OF LAKE LURE  
REGULAR TOWN COUNCIL BRIEFING MEETING**

Monday, December 02, 2024, at 10:00 a.m.

Lake Lure Fire Department



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

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

Yaz Cisko, FEMA Supervisor  
Jeff Giesler, Rambling Bald

**Absent:**

None

**I. Call to Order**

Mayor Carol Pritchett opened the meeting at 10:10AM

**II. Mayor Updates:**

Meeting began with an update from the town manager.

**III. Town Manager:**

NCDOT reached out to the town and scheduled a meeting on the Dam bridge the following week.

Easement discussions for the west end sewer connection have stalled in places. The town manager, emergency response, council, ICF/FEMA discussed possible options to move the project forward in a cost-effective manner while preserving sewer integrity. Final determination was made to follow the roadway and bypass easement issues with private property owners.

The search for a new town clerk is going well. Writing samples have been sent to the remaining prospects.

**IV. Human Resources Updates:**

**V. Fire Department Updates:**

The construction of the road crossing at Boys Camp went well and appears to be effective. The steep drop off is a concern and cones with lights will be added to reduce the likelihood of an accident.

The fire chief discussed dredging issues concerning bald mountain lake, and sediment leading into the waters of lake lure. The decision was made to investigate the issue with NCDEQ to determine the best next steps.

The message board moved to Memorial HWY and appeared to be effective in the new location.

Discussed issues regarding the Morse Park dump site and contractors from Chimney Rock. Council determined that no new fill would be dumped into Morse Park moving forward.

**VI. Public Works Updates:**

Den gave an update on the valve installation, repair of landslides within town limits, and the sewer project west end connector. Additionally, the gates on the dm should have power online soon.

The two new generators needed will cost an approximate \$110,000.

**VII. Communications Updates:**

Town council regular meeting will be held at Roosevelt Hall while briefing swill be held at the fire department. This includes the marine commission & ABC at Roosevelt as well.

Laura gave an update regarding the lighting up Lake Lure ceremony with the Lake Lure Classical Academy.

**VIII. Finance Department:**



RHI Legacy – talked to Miracle, asked how we have used any donation funding, I said it was at council's discretion, she did confirm that there would be a donation to Lake Lure. CDL wanted financial updates.

**IX. ICF:**

Finalizing the funding list with FEMA and we will provide you guys with the list.

**IX: Parks and REC:**

Talked to Sea-tow and said they can get boats out of boathouses as long as the owners allow them to, Commissioner Jim Proctor said that they have said that they could not do that but we can changed that if we need to, we just need to let people know that these are professionals doing that.

Dana: Ashbritt has signed off on it this morning, they are heading of the marina it won't cost the town anything. We had someone contact us about a boat trailer, Ashbritt will be removing the access big piles of silt of Morse Park.

Send an email this morning to ask Ashbritt to have thanksgiving off so they can spend time with their families.

As far as water samples I have not received all of the samples yet. 78 non-motorized boats have been removed.

**X. Community development Updates:**

Community Development inquired about the added scope to remove damaged lake structures on the water. Per the town manager, this new scope is in development and may be approved by U.S. Army Corps.

CDD has begun their assessment of all lake structures, and have identified 45 that are in need of significant repair or removal.

**XI. FEMA:**

The army core engineers have gone home the government sent an email one late evening telling them to pick up and go, this was send last Friday evening.

Thursday through Sunday FEMA will be suspending operation, and they will be back Monday December 2<sup>nd</sup> but their hours will change

**XII. Police Department:**

Have several officers staged up at boy's camp - The individual that we have been talking about has made his way to Swannanoa so he is no longer a problem to us.

**XIII. Rambling Bald Updates:**

If anyone wants dromed footage I can share that with you guys.

**XIV. Adjournment:**

Commissioner Jim Proctor made a motion to adjourn the meeting until Monday December 2, 2024, at 10:00 a.m. Commissioner Patrick Bryant Seconded and 2-0 voted in favor. The meeting ended at 11:02 a.m.

**Attest:**

\_\_\_\_\_  
Elba A. Willette, Town Clerk

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Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE  
REGULAR TOWN COUNCIL BRIEFING MEETING**

Monday, December 10, 2024, at 5:01 p.m.

Roosevelt Hall



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

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

**Absent:**

None

**I. Call to Order**

Mayor Carol Pritchett opened the meeting at 5:01 p.m.

**II. Mayor Updates:**

Mayor deferred the initial update to town manager.

**III. Town Manager:**

Provided a recovery scope update from the FEMA meeting.

Discussed expedited funding for category options A & B in regards to FEMA funding.

Water utility bills will begin again in January 2025.

Provided an update on Ashbritt & the U.S. Army Corps clean-up project and scope.

Town manager concluded by detailing the award the Mayor has been given by the governor.

**IV. Human Resources Updates: NO UPDATE**

**V. Fire Department Updates:**

Continuing to work with Community Development to assess all lake structures post Helene.

FEMA & NCDEQ are set to review debris storage sites.

Water sampling is ongoing, and results are good.

Temporary bridge installation was successful on Boys Camp Road.

**VI. Public Works Updates:**

Lift station project is going well. Mechanical is good and electrical installation is ongoing.

The wastewater treatment plant is operational, but not 100%.

Public Works is actively monitoring the new Boys Camp bridge.

West end sewer project is in progress. Town is working on access & pump station construction. Commissioner DiOrio provided details to the public explaining the west end sewer connection and its importance.

Jet flow valve installation is in progress and will move forward once the actuator is replaced.

**VII. Communications Updates:**

Provided event update and communications will be provided once weekly.

Laura gave an update regarding the lighting up Lake Lure ceremony with the Lake Lure Classical Academy.

**VIII. Finance Department:**

Provided update on bridge loan. NCDEQ 3 million at 0% interest. Steve requested council authorize town manager to submit required loan form.

Town is in a good cash position. Town staff have been proactive in managing cost where possible.

**IX. ICF: No Update**

**IX: Parks and REC:**

Water sampling update – Results are good thus far; all VOCs are negative. Turbidity is still a concern.

93 non-motorized boats removed from the lake thus far are operational. Owners can obtain from law enforcement.

**X. Community development Updates:**

Community Development is back to permitting all projects, including lake based projects. No seawall/concrete work to be done for the time being.

Lake structure assessments are underway and will be complete in the near future.

Contractors permitted to work on the lake have access.

**XI. FEMA: No Update**

**XII. Police Department:**

Patrols have increased since hurricane Helene, with patrols monitoring un-occupied areas.

Big event in Chimney Rock will strain resources. Working with sheriffs department to monitor event. Discussion with council covered possible solutions to crowd management.

Mayor provided a synopsis of events planned for the 13<sup>th</sup> & 14<sup>th</sup>. Conversation ensued with town staff and council regarding the event.

**XIII. Rambling Bald Updates: No Update**

**XIV. Adjournment:**

Commissioner Patrick Bryant made a motion to adjourn the meeting; Commissioner Jim Proctor Seconded and all voted in favor. The meeting ended at 5:55 p.m.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE  
REGULAR TOWN COUNCIL BRIEFING MEETING**

Monday, December 16, 2024, at 10:00 a.m.

Lake Lure Fire Department



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

Dean Lindsey, Public Works Director  
Mike Williams, Community Development  
Dana Bradley, Parks and Rec  
Dustin Waycaster, Fire Chief  
Steve Ford, Finance Director  
Laura Krejci, Communications Director  
Sean Humphries, Police Department  
Jennifer Duncan, Human Resources

Yaz Cisko, FEMA Supervisor  
Jeff Giesler, Rambling Bald

**Absent:**

None

**I. Call to Order**

Mayor Carol Pritchett opened the meeting at 10:00AM

**II. Mayor Updates:**

Mayor Carol Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

**III. Town Manager:**

Olivia Stewman asked Dustin Waycaster to discuss the fire that took place over the weekend behind the fire department. It was a controlled burn to clean up the leaves and debris. Not much burned as the ground was to wet.

Olivia Stewman recapped the event that was held in Lake Lure on Saturday December 14, 2024. Dustin Waycaster and Chris performed inspections. Stated only concern was they had the smoker under the entrance to the Inn. This was monitored and was okay throughout the event. Stage was in a decent location and they had all the permits needed. Overall the event went well with mainly just traffic issues. Sean Humphries stated there were no injuries or significant issues.

Olivia Stewman updated the council in regards to two parcels of land that is being purchased by the Town. The letters for purchase have been sent and should receive back this week. Still working on the right of entry for the properties being purchased. Will update more.

Soil sample cost for the beach was given to be \$20,000. Could be a covered Fema cost. Fema responded that yes it is a guaranteed covered cost. May be able to add cost to current project. Will reach out to Fema before decision is made.

#### **IV. Human Resources Updates:**

Jennifer advised of the Town Christmas party for all employees. Including Council Members to begin Thursday at 12pm at Camp Lurecrest. There will be signs to direct you where to go and park. We look forward to seeing everyone.

#### **V. Fire Department Updates:**

Dustin Waycaster gave an update for the Fire Department: Wright Brothers making progress on county Rd. and won the contract for the Bat Cave Bridge. Not heard from DOT on Memorial Hwy Bridge. Laura Krejci stated that the DOT posted on their website that US 64/74 would be open by January 31<sup>st</sup>. Check points may stay in place as we are still in a state of emergency. #9 is okay with some single lane sections. DOT will be meeting Friday at 1:30pm and will update more after that meeting.

#### **VI. Public Works Updates:**

Olivia Stewman made update for Dean Lindsey stating that the concrete boring is complete below the damn. No other updates at this time.

#### **VII. Communications Updates:**

Laura advised that over the weekend there was an issue with a water break in Pool creek area. A few businesses and individual residences has no water. The materials are in and repairs are being made. Will send out a message once repaired for a boil advisory. Will also be in contact with Everbridge to update the message to say Lake Lure. Been receiving message regarding cell tower, Lake Recovery, Town Hall, Welcome Center and Morse Park. At this time we continue to make progress with funding depending.

#### **VIII. Finance Department:**

Steve advised some Great news today with a 2.5 million dollar check from insurance came in. It will be deposited immediately. Looking to receive some revenue from property taxes. Will provide a presentation on Wednesday December 18, 2024 with an update on revenue and budget planning. Have not received any emergency funding from Fema at this time. Olivia Stewman will follow up with Nick from Fema. Funding and reimbursement was discussed just waiting on (EPM) projects to come through.

**IX. ICF:**

Not present and no updates.

**IX: Parks and REC:**

Dana updated that 8 boats remain in the Morse Park area. Continued efforts to recover the dock at the police boathouse and secure in place. 239 boats/canoes have been removed. That number includes the unregistered or untagged. . 24 un-motorized boats have been returned to owners. 69 remain with only 31 having permits. Will continue to locate other owners. Looking into a company (American Marine Liquidators) that had unauthorized access to the lake through Rumbling Bald. Investigation will continue. A complaint was made regarding contractors being on the lake after dark. May have to add restricted hours. Will come back to this if it continues to be an issue.

**X. Community development Updates:**

Mike Williams updated on the Cell Tower stating everything is still moving forward. Arranged with Dean Lindsey to clean up debris and sediment located on lot. Still on schedule for March or April to begin construction. Department continues to make headway with permitting and vacation rentals.

**XI. FEMA:**

Town is making tremendous progress and will continue to do so.

**XII. Police Department:**

Event went well. No other updates at this time.

**XIII. Rumbling Bald Updates:**

Jeff Giesler with Rumbling Bald had no updates except a statement concerning Trip Advisors message on the website. At this time they are not removing the message and Jeff will be working to find a work around and other avenues to accommodate local businesses still operating.

**XIV. Other**



Discussion regarding the \$50,000 donation from United Way and what will be do with it to help local residents. No decisions made at this time.  
Packets will be prepared and sent out for the Town Council Work Session meeting schedule for Wednesday December 16, 2024 at 8:30am.

**XV. Adjournment:**

Mayor Carol C. Pritchett recessed the meeting at 11:21am until Friday December 20, 2024 at 10am.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE  
MINUTES FOR THE REGULAR TOWN COUNCIL WORK SESSION  
AND ACTION MEETING**

Wednesday, December 18, 2024, at 8:30 a.m.  
Lake Lure Fire Department



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**Attendees:**

Mayor, Carol C, Pritchett  
Commissioner, Scott Doster  
Commissioner, Jim Proctor  
Commissioner, Patrick Bryant  
Mayor Pro Tem, Dave DiOrio  
William, Attorney

**Town Staff:**

Town Manager, Olivia Stewman  
Finance Director, Steve Ford  
Fire Chief, Dustin Waycaster  
Assistant Fire Chief, Chris Melton  
Police Chief, Sean Humphries  
P&R Director, Dana Bradley  
Public Works Director, Dean Lindsey  
Communications Director, Laura Krejci

**Absent:**

**I. Call to Order**

Mayor called the meeting to order at 8:37 am

**II. Agenda Adoption**

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

**III. Meeting Schedule**

Olivia Stewman presented to council to change the location to Rumbling Bald on Tuesday Council meeting and Fire department for all other meetings. Commissioner Patrick Bryant made motion to change the location to Rumbling Bald and Commissioner Scott Doster seconded and motion carried 4-0.

**IV. Appointment of Town Clerk**

Olivia spoke on behalf of the Town to appoint Kimberly Martin as Town Clerk. Commissioner Patrick Bryant made motion to accept Kimberly Martin as Town Clerk and Commissioner Jim Proctor seconded and the motion carried 4-0.

## **V. Financial Update**

- Stephen Ford gave update on the financial status and information regarding budget. A break down is available in the packet and online. Expenditure update and revenue in line with projection. Community Development continues to bring in revenue with permitting. Most concerning at this time is the decrease in revenue from the Lake, marina, beach and other miscellaneous revenue. As expected these numbers are down from July. We have applied for revenue replacement loan. Water and sewer will resume billing in January, so we will see an increase in revenue there. Loans are being applied for at this time. Department heads are doing a great job watching spending and cutting costs. Revenue from boat permits is unknown at this time. Dam project has stayed in line with project. Additional information and budget breakdown available in packet for further review.
- Mid-year review for budget is coming up. We do not foresee changing anything currently. Will be looking at all the different funds we have to maybe consolidate and make things more manageable.

## **VI. Approval for Minutes from September, October, November**

- Jim Proctor made a motion to hold on approving minutes for corrections to be made. Patrick Bryant seconded the motion and all were in favor.

## **VII. Storm Recovery Updates**

### A. Fire Department Updates | Presented by Chief Dustin Waycaster

We have been working with the county to replace the warning system (Sirens) that were damaged in the storm. These are county owned and they are aware of the damage. People are depend on the warning systems and Everbridge. Working to reestablish those. No further updates at this time.

### B. Public Works Department Updates | Presented by Dean Lindsey

Dean Lindsey gave update regarding the valve. The lift station will be back filled and testing for the lift station will begin after the holidays.

Sewer project set to begin January 6<sup>th</sup>.

Water system repair has been completed and lessons were learned. This pipe was not capped off, but has now been sealed. Mike commended them on a job well done.

C. Parks and Recreation Department Updates | Presented by Dana Bradley

We have currently removed 259 motorized boats and 27 un-motorized boats have been reunited to their owners. The marine has been cleared of boats and there is only 1 boat remaining in Morse Park. Working to consolidate the all the donations received and transported to county location, Goodwill, and shelters.

D. Police Department Updates | Presented by Chief Dean Humphries

No updates to report at this time.

E. Community Development Department Updates | Presented by Mike Williams

We continue to work with property owners that have had significant damage to boathouses and docks. Recommending to the board that zoning and planning would like to amend the prohibition on mobile storage containers due to current theft in the area.

Jim Proctor made a motion to authorize the Town Manager to suspend the prohibition of temporary storage facilities and allow them for up to 6 months at which time it will be re-evaluated. Commissioner Scott Doster seconded the motion and all were in favor.

Discussion ensued about increasing number of members allowed for Zoning and Planning. Working on proposal to bring to council.

F. Communications Department Updates | Presented by Laura Krejci

Made a follow up with Trip Advisor and they have refused to change the information deflecting people to come to Lake Lure. Mayor Carol C. Pritchett will meet with TDA to get message out that we are open.

Air quality test are good.

Copy of the West End Design Project will be posted once it is received.

We had a ton of Holiday Decoration donated including massive wreaths, Bells, and Candy Canes. These are been shared with Chimney Rock as well

G. Others

Town Christmas Party will be held tomorrow December 19, 2024.

Fire Department met with County Manager to consolidate the Fairfield Fire department. Building is being donated to Rumbling Bald and we have expressed are want to work out of the building. This will increase the millage rate and drop insurance rate and we will still save money. Equipment will be moved to station one and

remaining debt will be paid. Will be looking to add additional staff to take on another fire station. Will be presented to the regular Town Council meeting in January.

**VII. Public Comment**

Steve from 1412 Proctor Rd. had questions about approving a budget that is unsustainable and how it will affect the repairs on infrastructure. Advised to resident that there will be no linkage. What FEMA is doing is separate from our budget. Also a follow up on Proctor Rd. as it has had a mudslide and the culverts are eroding. Dustin Waycaster responded that the landslide is within the Town's scope, but will clarify. FEMA is working on ways to help with private roads and bridges, but time will be slow. Its concerning as the land does keep sliding. Dustin has hopes to expedite the project to make safe for residents to travel to there homes. Dean has already submitted for the bridge and culvert repair once the landslide has been stablized. Waiting on updated quote of the repair cost and the go ahead to apply for FEMA to reimburse the cost of the repairs.

No other comments were made.

**VIII. Adjournment**

Commissioner Patrick Bryant made a motion to adjourn the meeting, Commissioner Jim Proctor seconded and all were in favor. The motion carried 3-0, the meeting ended at 10 :47am.

ATTEST :

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

**TOWN OF LAKE LURE  
REGULAR TOWN COUNCIL BRIEFING MEETING**

Monday, December 20, 2024, at 10:00 a.m.

Lake Lure Fire Department



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

Mike Williams, Community Development  
Dustin Waycaster, Fire Chief  
Chris Melton, Assistant Fire  
Steve Ford, Finance Director  
Laura Krejci, Communications Director

**Absent:**

Sean Humphries, Police Department  
Jennifer Duncan, Human Resources  
Dean Lindsey, Public Works Director  
Dana Bradley, Parks and Rec  
Jeff Giesler, Rambling Bald  
Yaz Cisko, FEMA Supervisor

**I. Call to Order**

Mayor Carol Pritchett opened the meeting at 10:00AM

**II. Mayor Updates:**

Mayor Carol Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

**III. Town Manager:**

Olivia Stewman begin by letting everyone know that the meeting that was scheduled had been canceled so no updates at this time. Waiting on the quote from Odom engineering with a quote for Lago Vista Drive should be in today. Requested a lake level from Ashbritt to know where we can keep the lake level at over the holidays. We feel a safe level would be 989. Dustin will check on properties to see how the lake level rising could affect certain properties. Would like to remove the old fence on Boys Camp Rd, but keep the gate for the future. Will update task order from Schaubl and Abella.

**IV. Human Resources Updates:**

No updates at this time.

**V. Fire Department Updates:**

Dustin Waycaster gave update that the utilities meetings have been canceled until January 10<sup>th</sup>, 2025. Did discuss Charlotte drive conditions.

**VI. Public Works Updates:**

No updates at this time.

**VII. Communications Updates:**

Laura spoke about the grants that were received and asked to have further discussion at a later date. Advised that the lake is still closed at this time except to approve contractors. Arrangements should be made through Dana Bradley, Parks and Rec. There has been questions about the sonar results. At this time unable to update as the sonar results are not available. Discussion regarding Charlotte Dr. as the road is deteriorating, from the increased traffic of the dump truck and other vehicles. Dustin advised that he is working with DOT and contractors. At this time there is no other alternative for where these trucks can enter and exit the dump site. Will stabilize as much as possible until completion and road can be repaired. Several upcoming potential events. The Rumble that occurs in February or March may still plan to come to service to help the residents of both Chimney Rock and Lake Lure. Also Cycle NC in August. Working with them and other avenues to see alternate routes and camping solutions. In the works with Rumbling Bald to accommodate.

**VIII. Finance Department:**

Steve advised that they have modified the Bridge Loan to include an additional 200,000. No other updates at this time.

**IX. ICF:**

Not present and no updates.

**IX: Parks and REC:**

Not present, and no further updates at this time.

**X. Community development Updates:**

Mike Williams updated that we are still working on identification and notification of damages properties. Working with Shane Dotson of Rutherford County to be on the same page. Advised that Army Corp will not remove any sturcture if insurance is covering the Demo. That will be on the homeowner to arrange. Having issues with the network, and ADNS has been contacted to hopefully fix the issues.

**XI. FEMA:**

Not Present, no updates.

**XII. Police Department:**

Not present and no updates.

**XIII. Rambling Bald Updates:**

Not present and no updates.

**XIV. Other**

Discussion regarding Power at the Town Hall Building. It was advised that the only power to the building is for Pangaea. Will coordinate with Dean Lindsey to be sure. Tower still moving forward. Debris is being cleared and trees have been marked for removal. Hoping to have this done before March. Discussion regarding Lago Vista Drive. Council authorized Olivia Stewman to accept Odom proposal for the road. More orange cones need to be ordered. Discussion on the potential road opening from Chimney Rock to Hendersonville at end of January per DOT website.

**XV. Adjournment:**

Mayor Carol C. Pritchett recessed the meeting at 11:12am until Monday December 30, 2024 at 10:00am.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor



**TOWN OF LAKE LURE  
REGULAR TOWN COUNCIL BRIEFING MEETING**

Monday, December 30, 2024, at 10:00 a.m.

Lake Lure Fire Department



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**Agenda**

**Roll Call:**

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

Town Manager, Olivia Stewman

Mike Williams, Community Development  
Dustin Waycaster, Fire Chief  
Chris Melton, Assistant Fire  
Steve Ford, Finance Director  
Laura Krejci, Communications Director  
Sean Humphries, Police Department  
Jennifer Duncan, Human Resources  
Dean Lindsey, Public Works Director  
Dana Bradley, Parks and Rec

**Absent:**

Jeff Giesler, Rambling Bald  
Yaz Cisko, FEMA Supervisor

**I. Call to Order**

Mayor Carol Pritchett opened the meeting at 10:00AM

**II. Mayor Updates:**

Mayor Carol Pritchett turned meeting over to Olivia Stewman, Town Manager as she did not have any new updates at this time.

**III. Town Manager:**

Olivia Stewman advised that she has given authorization on the Lago Vista project. No further updates at this time.

**IV. Human Resources Updates:**

Updated sick and vacation time. No other updates.

**V. Fire Department Updates:**

Chris Melton provided update that there was a structure fire on Saturday that was a total loss. Provided mutual aid to another fire on Tuesday.

**VI. Public Works Updates:**

Dean Lindsey stated that Morgan Corp is off until January 6<sup>th</sup>, 2025. Ashbritt to remove debris from behind the event center that was placed over top of the pump station. Still working on the financial responsibility of that debris removal. Still waiting on the Right of Entry. Duke Energy working to get power restored to different sites. Valve project still on schedule. Laura is working with Dean on some grants to help with Dam replacement. Some discussion regarding saving the sand for future projects. Noted that the Boys Camp Rd temporary bridge/crossing was developing holes. Will be repaired and maintained.

**VII. Communications Updates:**

Laura had questions regarding the West end project and start date. Advised that right now we are on hold until we are able to get the Right of Entry. Olivia will follow up with William to clarify a better time line. Boys Camp road site for cell tower has been mentioned. Dean advised Laura that the clearing of debris is in process and Melgar's will be removing the trees and that it is still on schedule for the Spring. Advised there has been some delays with fema grants but will continue to work on them. We will need to begin applying for Work First Housing in January. LAB meets on Monday and we should consider changing the venue from the Arcade building to the Fire Department.

**VIII. Finance Department:**

Steve advised that he is still coordinating the work for the two loans (bridge loan/revenue loan). No other updates at this time.

**IX. ICF:**

Not present and no updates.

**IX: Parks and REC:**

Dana Bradley updated that water samples were sent today. 278 boats have been removed, 30 non-motorized boats have been returned to owners and 76 remain.

Dana advised the council that Randy Perkins with Ashbritt passed away. Will not affect work being done. Advised they need communication with Dean/Randy and Ashbritt with lake levels to keep contactors informed so work can continue. For now Lake levels will remain the same. Dana will update more after meeting today at 11:30am.

**X. Community development Updates:**

Mike Williams stated a compliant was received about sediment and erosion. Advised that this could be a state thing and will look into the issue. Community development is still tracking structures for removal. Also, working with building inspections on ways to satisfy Fema on the electrical and where it can be placed in boathouses. Looking to recalculate to more realistic numbers.

**XI. FEMA:**

Not Present, no updates.

**XII. Police Department:**

No updates at this time.

**XIII. Rambling Bald Updates:**

No updates at this time.

**XIV. Other**

Discussion regarding Town Council being held at Rumbling Bald on Tuesday January 14, 2025. Asked for clerk to send out list of possible Board Members for review. Comments made in regards to increasing board members on the zoning and planning board to 7. Board states they should not extend number of members as the ordinance states it allows (5).

**XV. Adjournment:**

Mayor Carol C. Pritchett recessed the meeting at 11:00am until Friday January 3, 2025 at 10:00am.

**Attest:**

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Kimberly Martin, Town Clerk

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Carol C. Pritchett, Mayor

**VI**  
**UNFINISHED**  
**BUSINESS**

# VII

## NEW BUSINESS

- A. 121 Anglers Way request to demolish boathouse, Seawall, and stabilize the shoreline.
- B. 121 Anglers Way
- C. 121 Anglers Way Request to appeal citation issued.
- D. Review Damaged Lake Structure List
- E. Consider Approval of Proposed Updates to Organizational Chart
- F. Review Board opening and Active Applications
- G. Consider Selection of Hager Strategic Solutions for Lobbyist Services and Authorization for Manager to Negotiate Agreement
- H. Review and Consider Approval of Schnabel Work Order 11B
- I. Review and Consider Approval of Schnabel Work Order 7C
- J. Storm Recovery Updates
  - Fire/Emergency Management
  - Public Services
  - Parks, Recreation, and Lake
  - Finance
  - Police
  - Community Development
  - Communications

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Request to demolish boathouse, Seawall, and stabilize the shoreline at 121 Anglers Way.

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** A

**Department:** Community Development

**Contact:** Richard Carpenter, Dev. and Environ. Review Specialist

**Presenter:** Richard Carpenter, Dev. and Environ. Review Specialist

**BRIEF SUMMARY:**

Development and Environmental Review Specialist Richard Carpenter issued a notice of violation & condemnation order on May 22<sup>nd</sup>, 2024. This order was issued after the lake structures were condemned by the council. The property owners failed to act within the 90-day repair/demo timeframe. On August 13<sup>th</sup>, the property owners requested an extension from council to repair the structures. However, no repairs were made, and the owners have ceased communicating with town staff. This extension ended on 10/13/24.

Staff have requested, and received, an estimate from Jay Freeman to demolish the boathouse, seawall, and stabilize the shoreline with rip-rap over geotexture fabric. The proposed cost for the demolition of the boathouse, seawall, and the remediation of the shoreline is \$26,000.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve/deny the request to demolish boathouse, Seawall, and stabilize the shoreline at 121 Anglers Way.

**ATTACHMENTS:**

AIRF from 8-13-2024

Condemnation Order

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff do not believe that this situation will be resolved if left to the homeowner(s) to remediate. Therefore, staff recommend that the council approve the demolition & site remediation at 121 Anglers Way. The cost of the project should be added as a lien against the property.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: August 13, 2024**

**SUBJECT:** Request to Extend Lake Structure Condemnation Order (NOV-2024022)

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** A

**Department:** Community Development

**Contact:** Richard Carpenter, Dev. and Environ. Review Specialist

**Presenter:** Michael Williams, Community Development Director

**BRIEF SUMMARY:**

Development and Environmental Review Specialist Richard Carpenter issued a notice of violation (NOV-2024022) on May 22<sup>nd</sup> after the town council condemned the boathouse & seawall. The property owner failed to meet the conditions of the violation & condemnation order. The property owner was given 60 days to obtain permitting and repair the offending structures, this did not occur. Additionally, the owner has had 90 days to obtain permitting & demolish the structures, after failing to repair, and has failed to complete this task. The owner was given a detailed description of the requirements being imposed within the condemnation order, and on numerous occasions through telephone & email communications.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve/deny the requested extension for repair (NOV-2024022).

**ATTACHMENTS:**

Request from Property Owner; NOV-2024022

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Throughout the condemnation process, staff have attempted to gain compliance from the property owner. The owner(s) have remained mostly silent regarding the status of the condemnation order, other than mentioning to staff they would have it handled within the timeframe. However, on 8/5/24, staff noticed the property was listed for sale and advertised a boathouse for use. Upon contacting the owner about the required demolition, the owner had zero documentation to deliver and could not prove progress has been made. Staff recommend not approving an extension to the condemnation order without physical evidence that the owner is immediately prepared to obtain permitting and initiate repairs.



# NOTICE OF VIOLATION

Date of Issue: May 22, 2024

GARNER, TIMOTHY L; GARNER, ALYSON SCOTT  
1111 MONTPELIER DR  
GREENSBORO, NC 27410

Re: Violation Number: NOV-2024022  
Property Address: 121 Anglers Way  
Property Tax ID Number: 220565

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

- a. Sec. 6-54. (b) The property owner shall be responsible for maintaining all lake structures covered by this article in good repair. The town shall have the authority to condemn any lake structure due to decay, disrepair, or any hazardous condition. The property owner will be given a written notice and 90 days to comply with the town council's determination. If the owner fails to appeal to the town council for a hearing or comply with their determination, council may revoke their lake structure certificate and accompanying tag (if one had been issued) and remove the structure at the property owner's expense.

**The two lake structures, boathouse & seawall, were condemned by the Town Council on 5/22/2024. You are hereby ordered to repair and/or rebuild the condemned lake structures found at 121 Anglers way within 60 days or demolish the offending structures within 90 days. Permits will be required for either option.**

The measures necessary to correct the violations are:

- Repair the offending structures, OR
- Demolish the offending structures completely.
- Shoreline stabilization is required regardless of option.



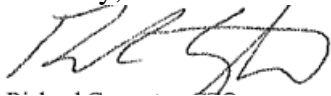
- Pass inspection upon completion.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Carpenter', written over a faint horizontal line.

Richard Carpenter, CZO  
Development and Environmental Review Specialist

**LAKE LURE TOWN COUNCIL**  
**AGENDA ITEM REQUEST FORM**  
**Meeting Date: January 22, 2024**

**SUBJECT:** Request to seek injunctive relief – 121 Anglers Way

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** B

**Department:** Community Development

**Contact:** Richard Carpenter, Dev. and Environ. Review Specialist

**Presenter:** Richard Carpenter, Dev. and Environ. Review Specialist

**BRIEF SUMMARY:**

The property located at 121 Anglers Way has been under constant violation since 2022. Per the ordinance:

- Whenever the town council has reasonable cause to believe that any person is violating or threatening to violate this article or any rule or order adopted or issued pursuant to this article, or any term, condition, or provision of an approved erosion control plan, it may, either before or after the institution of any other action or proceeding authorized by this article, institute a civil action in the name of the town for injunctive relief to restrain the violation or threatened violation. The action shall be brought in the superior court of the county.
- The town council may require a person who engaged in a land disturbing activity and failed to retain sediment generated by the activity, as required by G.S. 113A-57(3), to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation. This authority is in addition to any other civil or criminal penalty or injunctive relief authorized under this article.
- (b)Notice of lis pendens. Upon the issuance of a complaint and notice of hearing pursuant to this section, the inspector may cause the filing of a notice of lis pendens, with a copy of the complaint and notice of hearing attached thereto, in the office of the clerk of superior court of the county, to be indexed and cross-indexed in accordance with the indexing procedures of the state general statutes. The inspector shall cause a copy of the notice of lis pendens to be served upon the owners and parties in interest in the dwelling at the time of filing in accordance with G.S. 160D-1206, as applicable. Upon compliance with the requirements of any order issued based upon such complaint and hearing, the inspector shall direct the clerk of superior court to cancel the notice of lis pendens.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve/deny the request to seek injunctive relief.

**ATTACHMENTS:**

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff do not believe that this situation will be resolved if left to the homeowner(s) to remediate. Staff recommend seeking the following:

1. Allow staff to initiate the lis pendens process. Staff will move forward with the next phase of code enforcement to either have the dwelling repaired or removed.
2. Require the property owner to restore the waters and land affected by the failure so as to minimize the detrimental effects of the resulting pollution by sedimentation.
3. Institute a civil action in the name of the town for injunctive relief to restrain the violation or threatened violation.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2024**

**SUBJECT:** Request to appeal citation issued for 121 Anglers Way.

**AGENDA INFORMATION:**

**Agenda Location:** New Business

**Item Number:** C

**Department:** Community Development

**Contact:** Richard Carpenter, Dev. and Environ. Review Specialist

**Presenter:** Richard Carpenter, Dev. and Environ. Review Specialist

**BRIEF SUMMARY:**

Development and Environmental Review Specialist Richard Carpenter issued a notice of violation on January 4th, 2024. This NOV was issued after all permits were revoked due to substantial deviation from approved plans, and failure to obtain compliance.

The most recent citation was issued for failure to obtain permits prior to undertaking land disturbance. Staff observed land disturbance on-site that destabilized existing slopes and destroyed erosion control. This un-permitted disturbance has led to sediment runoff into the waters of Lake Lure. The citation was in the amount of \$5,000.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve/deny the request to remove the tree in question.

**ATTACHMENTS:**

Notice of Violation

Citation

Appeal Request

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff do not believe that this situation will be resolved if left to the homeowner(s) to remediate. Staff recommend denying the applicant's request to appeal without first obtaining compliance within a short timeframe.



# **NOTICE OF VIOLATION**

Date of Issue: January 4, 2024

Timothy & Alyson Garner  
1111 Montpelier DR.  
Greensboro, NC 27410

Re: Violation Number: NOV-2023051  
Property Address: 121 Anglers Way  
Property Tax ID Number: 220565

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

- a. Except as otherwise provided in this chapter, no building or other structure shall be erected, moved, added to or structurally altered, nor shall any county building permit be issued nor shall any change in the use of any building or land be made until a certificate of zoning compliance shall have been issued by the zoning administrator. Sec. 36-140(a)
- b. No land clearing and/or grading associated with development, as defined in this chapter, shall begin unless and until an approved land disturbance permit in chapter 22 has been obtained Sec. 36-262(a)
- c. Any building or other structure which has been burned, partially burned or otherwise partially destroyed and which is hazardous to the safety of any person, is a continuing fire hazard or which is structurally unsound to the extent that the code enforcement officer or his designee can reasonably determine that there is a likelihood of personal or property injury to any person or property entering the premises. Sec. 18-2(10)

**The violations were observed or existed on or before January 3, 2024.**

**You are hereby ordered to cease the violations and take action to bring the property into compliance within fifteen (15) days after the date of delivery of this notice. NOV sent on 1/4/24 to satisfy delivery requirements. The fifteen (15) day deadline will expire on 1/19/24.**

The measures necessary to correct the violations are:

- Obtain permits to complete the project or obtain a permit to demolish the offending structure.
- Bring site into compliance with all standards.
- Pass inspection upon completion.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Carpenter".

Richard Carpenter, CZO  
Development and Environmental Review Specialist

**TOWN OF LAKE LURE  
CIVIL PENALTY CITATION**

Date: 01/15/2025

Case Number: NOV2023051

SECTION(S) VIOLATED:

Sec. 22-23(a), 22-25(a)(b)

DESCRIPTION OF VIOLATION(S):

- Permit required  
- failure to contain sediments on-site &  
out of the lake.

Number of previously issued violations for same offense: 5

CIVIL PENALTY AMOUNT: \$ 5,000

**NOTICE:**

This is a citation for a violation of the Lake Lure Town Regulations. This citation should be paid at the Lake Lure Town Hall during regular business hours within ten (10) business days of the date of service of this citation. Civil Penalty Citations become past due if not paid within thirty (30) calendar days of the issuance of this citation, in which case the Town may recover such penalties in a civil action in the nature of debt.

SIGNED: [Signature]

Personal Service:  Received By: Alyson Greene Meeting Book Page 38 of 100 Date: 2/15/25

Property Posted:  Certified Mail # \_\_\_\_\_

FW: 121 Anglers Way Lake Lure,NC 28746

Kimberly Martin

Fri 1/17/2025 12:58 PM

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

-----Original Message-----

From: ALYSON SCOTT GARNER [<mailto:allyscott3@aol.com>]

Sent: Wednesday, January 15, 2025 4:44 PM

To: Kimberly Martin <[kmartin@townoflakelure.com](mailto:kmartin@townoflakelure.com)>

Subject: 121 Anglers Way Lake Lure,NC 28746

Hi Kimberly;

I would like to be added to the town's meeting regarding the issue of sections of the Superior Wall collapse, and have sent the report to Richard Carpenter, Mike Williams, and now you.

Richard nor Mike have addressed this issue, nor have put us on a meeting as previously requested. An email I received today from Richard Carpenter states he is now fining us and I would like to appeal the fines as well!

Thank you,

Alyson Garner

336-880-4034

Sent from my iPhone

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Review Damaged Lake Structure List

**AGENDA INFORMATION:**

**Item Number:** D  
**Department:** Community Development  
**Contact:** Mike Williams, Community Development Director  
**Presenter:** Mike Williams, Community Development Director

**BRIEF SUMMARY:**

Community Development is in the process of compiling a list of lake structures that are damaged from Hurricane Helene. The Department will provide the list to Council as it is updated and detail damages. The Department is also in the process of contacting all structure owners.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

None at this time.

**ATTACHMENTS:**

Preliminary list of lake structures with storm damage.

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Community Development will present at the time of the meeting.



Helene Damage Report  
Lake Lure, NC

Assigned #	Address	Tax parcel ID	Structure type	Initial damage description	Initial estimate is SD? (yes/no; method & date)	Revised SD? (yes/no; method & date)	Flood zone & BFE
	2948 & 2950 Mem	1648652	commercial/public	SD	yes		AE/998.1
	2992 Memorial Hw	1603164	commercial	<SD	no		AE/998.1
	2932 Memorial Hw	1648652	commercial/public	SD	yes		AE/998.1
	2930 Memorial Hw	1648621	commercial	SD	yes		AE/998.1
	2724 Memorial Hw	1609739	commercial	SD	yes		AE/998.1
	112 Boys Camp Rd	1614013	dwelling	SD/destroyed	yes		AE/998.1
	3105 Memorial Hw	221462	commercial	SD	yes		AE/998.1
	3127 Memorial Hw	228631	commercial	<SD	no		AE/998.1
	3143 Memorial Hw	1621352	commercial	<SD	no		AE/998.1
	3147 Memorial Hw	1623037	commercial	SD	yes		AE/998.1
	3207 Memorial Hw	1623036	dwelling	SD	yes		AE/998.1
not SFHA	3100 Memorial Hw	230534	Commercial	<SD	no		X
not SFHA	3096 Memorial Hw	23095	Commercial	<SD	no		X
not SFHA	3094 Memorial Hw	1651140	Commercial	SD	yes		X
	160 & 162 Boys Car	1657982	dwelling	<SD	no		AE/998.1
	116 Happy Hollow	1611330	dwelling	SD/destroyed	yes		AE/998.1
	124A Happy Hollow	1611329	dwelling/duplex	SD	yes		AE/998.1
	124B Happy Hollow	1611331	dwelling/duplex	SD	yes		AE/998.1
	218 Boys Camp Rd	1651961	dwelling	<SD	no		AE/998.1
	109 Happy Hollow	1656538	dwelling	SD	yes		AE/998.1
	137 Firefly Cove	1643122	FDS	SD	yes		AE/998.1
	385 Chapel Point R	1630795	FDS	SD/destroyed	yes		AE/998.1
	328 North Shore Dr	1620286	FDS	SD	yes		AE/998.1
	335 North Shore Dr	1623813	FDS	SD	yes		AE/998.1
	331 North Shore Dr	220633	FDS	SD/destroyed	yes		AE/998.1
	327 & 321 North Sh	230907	FDS	SD/destroyed	yes		AE/998.1
	315 North Shore Dr	230983	FDS	SD/destroyed	yes		AE/998.1
	311 North Shore Dr	229821	FDS	SD/destroyed	yes		AE/998.1
	305 North Shore Dr	218070	FDS	SD/destroyed	yes		AE/998.1
	299 North Shore Dr	227692	FDS	SD/destroyed	yes		AE/998.1
	169 North Shore Dr	228477	FDS	SD	yes		AE/998.1

Helene Damage Report  
Lake Lure, NC

	268 Burnt Ridge Rd	224513	FDS	SD	yes		AE/998.1
	344 Burnt Ridge	218639	dwelling	<SD	no		AE/998.1
	344 Burnt Ridge	218639	FDS	SD	yes		AE/998.1
	348 Burnt Ridge Rd	225374	dwelling	<SD	no		AE/998.1
	254 Mark Twain Dr	230937	FDS	<SD	no		AE/998.1
	296 Mark Twain Dr	222863	FDS	SD/destroyed	yes		AE/998.1
	280 Mark Twain Dr	226538	FDS	SD	yes		AE/998.1
	304 Seton Rd	1627043	FDS	<SD	no		AE/998.1
	160 Curtiss Dr	230549	FDS	SD/destroyed	yes		AE/998.1
	152 Curtiss Dr	223314	FDS	<SD	no		AE/998.1
	144 Curtiss Dr	223195	FDS	<SD	no		AE/998.1
	140 Curtiss Dr	230545	FDS	SD/destroyed	yes		AE/998.1
	129 Abbott Rd	227515	FDS	<SD	no		AE/998.1
	141 Lakeview Rd	231567	FDS	<SD	no		AE/998.1
	231 Lakeview Rd	221532	FDS	<SD	no		AE/998.1
	1942 Memorial Hw	1625506	dwelling	SD	yes		AE/998.1
	230 Snug Harbor Ci	1642711	FDS	<SD	no		AE/998.1
	105 Anglers Way	1643262	FDS	SD	yes		AE/998.1
	121 Anglers Way	220565	FDS	SD	yes		AE/998.1
	151 Conroy Ct	226477	FDS	<SD	no		AE/998.1
	127 Tryon Bay Cir	218912	FDS	SD	yes		AE/998.1
	203 Tryon Bay Cir	1605329	FDS	<SD	no		AE/998.1
	395 Tryon Bay Cir	1620325	dwelling	SD	yes		AE/998.1
	395 Tryon Bay Cir	1620325	FDS	SD	yes		AE/998.1
	382 Charlotte Dr	230296	FDS	<SD	no		AE/998.1
	360 Charlotte Dr.	1606857	FDS	<SD	no		AE/998.1
	410 Charlotte Dr	230345	FDS	<SD	no		AE/998.1
	430 Charlotte Dr	230997	FDS	<SD	no		AE/998.1
	134 Basswood Dr	231489	FDS	<SD	no		AE/998.1
	291 Buffalo Shoals	229522	dwelling	<SD	no		AE/998.1
	165 Neighborly Dr	228844	FDS	<SD	no		AE/998.1
	197 Sunset Cove Rd	221233	FDS	<SD	no		AE/998.1
	178 Yacht Island Dr	1640551	FDS	<SD	no		AE/998.1
	162 Yacht Island Dr	225311	FDS	SD	yes		AE/998.1



**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Consider Approval of Proposed Updates to Organizational Chart

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Town Manager Olivia Stewman has proposed to re-structure the Parks, Recreation, and Lake Department and the Public Works Department, and to combine various positions when deemed reasonable.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve the proposed updates to the organizational chart.

**ATTACHMENTS:**

Memo to Mayor & Council; Proposed Updated Chart

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval.



## Office of the Town Manager

---

January 22, 2025

TO: Mayor and Town Council

FR: Olivia Stewman, Town Manager

RE: Town of Lake Lure Proposed Organizational Changes

Since beginning my tenure as Town Manager, I have been evaluating where efficiencies may be made within the organizational structure. Per my observations, the largest deficiencies relate to the conflicting duties and duplicate equipment between the Parks, Recreation, and Lake Department (PRL) and the Public Works Department (PW). Further, Hurricane Helene impacted operating duties, diminishing various employees' responsibilities. The devastation of Hurricane Helene also negatively impacted revenues resulting in the need to identify additional budget efficiencies, including personnel line items. The following re-organization plans are being recommended:

### **Restructure PRL and PW; establish a grounds maintenance team.**

**Reasoning** – the current PRL and PW operations are somewhat repetitive. As an example, PRL is responsible for mowing park areas and PW still mows various other areas such as rights of way. The new grounds team would be responsible for all mowing, landscaping, and other operations to make the Town look pristine. There are other areas of responsibility that the two departments share, which would also be eliminated. The remaining PRL department members can focus more on the lake enforcement, lake cleanup, dredging, parks, trails, boat permit sales and new recreational programs/initiatives.

### **Combine Existing Positions When Reasonable**

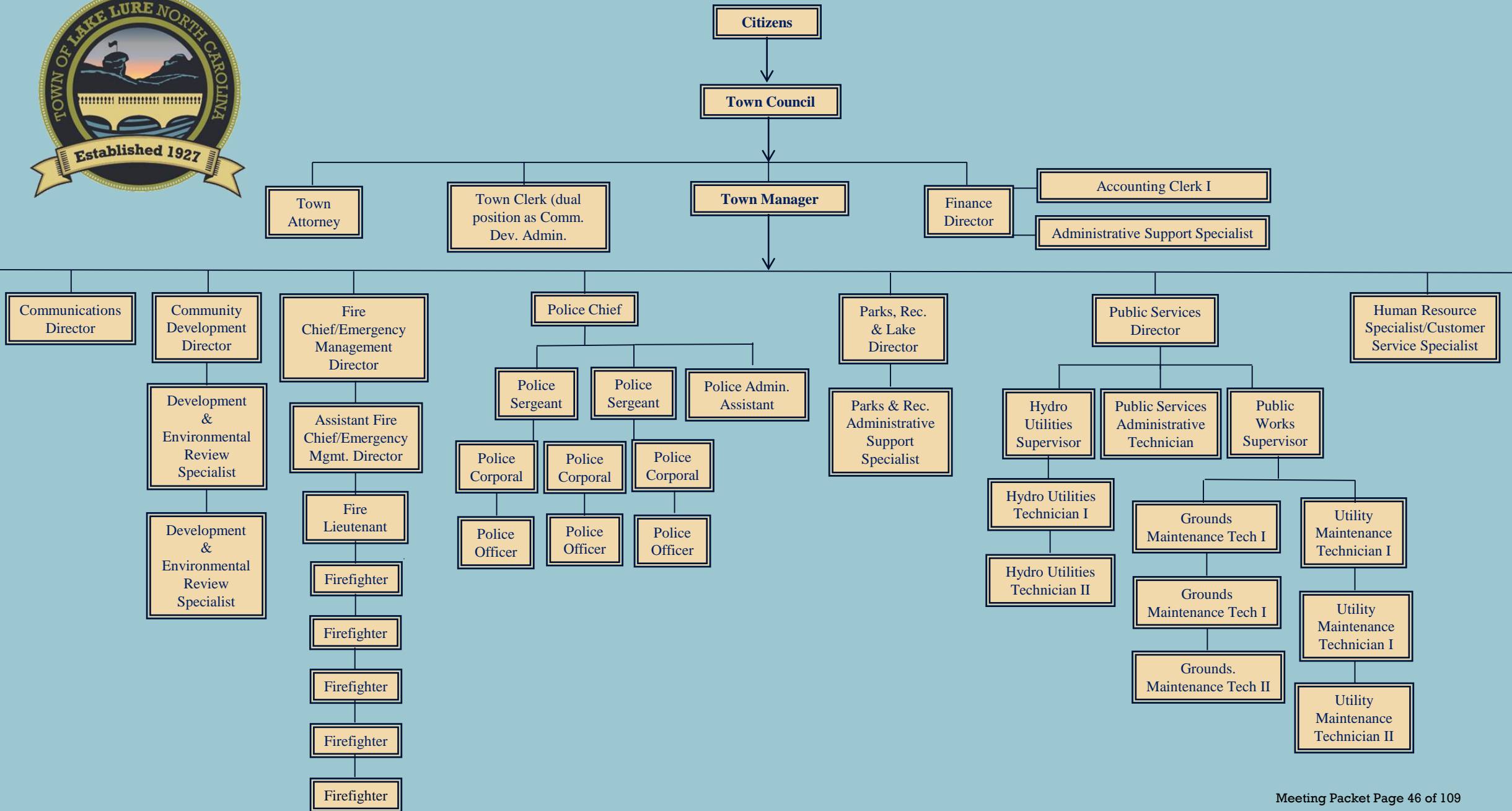
**Reasoning** – Due to budgetary constraints and loss of various areas of responsibilities related to the impacts of Hurricane Helene, I recommend combining future vacant positions with existing positions when reasonable. This has already been implemented with the Town Clerk position. Any future vacant positions that would not be fit for a combined role will be budgeted accordingly (i.e. public safety positions).

An organizational chart is attached depicting my proposed reorganization plans.

Thank you,

Olivia Stewman  
Town Manager

# Town of Lake Lure Organizational Chart



**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Review Board Openings and Active Applications

**AGENDA INFORMATION:**

**Item Number:** F  
**Department:** Administration  
**Contact:** Kimberly Martin, Town Clerk/ Comm. Dev. Admin.  
**Presenter:** Olivia Stewman, Town Manager

**BRIEF SUMMARY:**

Upcoming board vacancies are as follows:

- ABC Board – 1
- Board of Adjustment/Lake Structure Appeals Board – 3
- Lake Advisory Board – 2
- Parks & Recreation Board – 1
- Zoning and Planning – 2

Appointments will be made during the February regular meeting and new terms will begin on March 1, 2025.

**ATTACHMENTS:**

Active Board Applications for Boards with Vacancies

**Entry #:** 9 - Kathleen M Hatfield      **Status:** Submitted      **Submitted:** 8/3/2024 4:54 PM

**Name**

Kathleen M Hatfield

**Address**

125 Falcon Way, Lake Lure, North Carolina 28746

**Amount of time as a Lake Lure resident:**

5 years

**Home Phone****Mobile Phone**

(301) 343-5399

**Email**

kathiehat@gmail.com

## Please check the appropriate box and indicate a preference if checking more than one.

**Choice**

Board of Adjustment & Lake Structure Appeals Board

Short Term Rental Advisory Board

**Rationale and qualifications for serving:**

I have served on the Lake Advisory Board for 3 years, last two as Chair. In that position I guided the Board through a comprehensive review and rewrite of the Town's Lake Use Regulations. Now that my term is up and the LUR project is complete, I feel that I can better serve the Town on a different board.

I retired from the US Department of Homeland Security after 28 years as a Program Analyst. I was responsible for reviewing, analyzing and interpreting policies, regulations, and data both quantitative and qualitative.

My greatest strength is in deciphering minutia and therefore I feel that service on a board that deals with laws, ordinances and regulations would be a good fit.

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

Vice President - Hickory Nut Gorge Chamber of Commerce

Member - Chimney Rock Development Association Member

**Other information you feel might be pertinent, including current or prior occupation of resume:**

I am interested in serving on both of the above Boards but my preference is to serve on the BOA if only one is open.

**Resume (Optional)**



**Signature**

**Date**

8/3/2024

*Kathleen M. Hatfield*

**ABC BOARD**

The ABC Board is charged by the State of North Carolina with the authority to adopt the rules necessary for the operation of its store, subject to approval by the state ABC Commission. This authority includes buying and selling of alcoholic beverages, supervising employees, borrowing money, buying and leasing real and personal property and investing surplus funds. This board consists of three members serving staggered, three-year terms. Meetings are held the third Monday of each month at 3:30 P.M.

**BOARD OF ADJUSTMENT AND LAKE STRUCTURE APPEALS BOARD (BOA/LSAB)**

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**SHORT TERM RENTAL ADVISORY BOARD (STRAB)**

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**Entry #:** 19 - James R Lemmons      **Status:** Submitted      **Submitted:** 12/21/2024 11:46 AM

**Name**

James R Lemmons

**Address**

592 Quail Ridge Blvd, Lake Lure, North Carolina 28746-9425

**Amount of time as a Lake Lure resident:**

7 years

**Home Phone**

(484) 802-3732

**Mobile Phone**

(484) 802-3732

**Email**

lemmonsjim5@gmail.com

**Please check the appropriate box and indicate a preference if checking more than one.**

**Choice**

Lake Advisory Board

**Rationale and qualifications for serving:**

I am reapplying to continue my service on the Lake Lure, Lake Advisory Board. This would be my second term. I currently hold the position of Vice-chair. I am also the Dock Master for the marina at Rumbling Bald on Lake Lure, a position I have held since 2021. In the role of Dock Master, I lead the recovery efforts of Rumbling Bald members' and rental boats.

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

- Lake Lure Olympiad volunteer
- Conserving Carolina
- Carolina Climbing Coalition

**Other information you feel might be pertinent, including current or prior occupation of resume:****Resume (Optional)**

**Signature**

**Date**

12/21/2024

*James R Lemmons*

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**Entry #:** 20 - Greg Gardner

**Status:** Submitted

**Submitted:** 1/16/2025 5:08 PM

**Name**

Greg Gardner

**Address**

137 Firefly Cove, Lake Lure, North Carolina 28746

**Amount of time as a Lake Lure resident:**

7 years

**Home Phone**

**Mobile Phone**

(443) 462-1772

**Email**

Greg1242@comcast.net

**Please check the appropriate box and indicate a preference if checking more than one.**

**Choice**

Board of Adjustment & Lake Structure Appeals Board

**Rationale and qualifications for serving:**

Have served on the BOA & LSAB boards for 3 years. I have been voted by my peers on the boards as Chairman the last two years.

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

None

**Other information you feel might be pertinent, including current or prior occupation of resume:**

**Resume (Optional)**

**Signature**

**Date**

1/16/2025

*Greg Gardner*

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**Entry #:** 16 - Debra P Warren

**Status:** Submitted

**Submitted:** 8/13/2024 8:39 PM

**Name**

Debra P Warren

**Address**

138 Yacht Island Rd Dr, LAKE LURE, North Carolina 28746-9831

**Amount of time as a Lake Lure resident:**

4 years, 2 months

**Home Phone**

(205) 535-0374

**Mobile Phone**

(205) 535-0374

**Email**

dspbwarren@gmail.com

**Please check the appropriate box and indicate a preference if checking more than one.**

**Choice**

Zoning & Planning Board

**Rationale and qualifications for serving:**

I have been attending zoning meetings for 6 months and I feel strongly that this is an active group that works hard to make good recommendations for our community. I am a well organized and strategic thinker and worker. I am retired but while working served 5 collegiate institutions as an Athletic Director assessing and writing strategic plans, managing millions in resources and hundreds of staff and student-athletes

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

I am the Chair of the Lake Lure Olympiad Board and have served 4 years.  
I am also recently selected to serve on Park and Rec Board. I have the time to do both boards justice!

**Other information you feel might be pertinent, including current or prior occulation of resume:**

**Resume (Optional)**



**Signature**

**Date**

8/13/2024

*Debra J Warren*

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**Entry #:** 17 - Debra M Gardner**Status:** Submitted**Submitted:** 9/6/2024 7:26 PM**Name**

Debra M Gardner

**Address**

137 Firefly Cove, Lake Lure, North Carolina 28746

**Amount of time as a Lake Lure resident:**

2017

**Home Phone****Mobile Phone**

(443) 831-1915

**Email**

luvlakelife1@gmail.com

**Please check the appropriate box and indicate a preference if checking more than one.****Choice**

Board of Adjustment &amp; Lake Structure Appeals Board

Short Term Rental Advisory Board

**Rationale and qualifications for serving:**

Since moving to Lake Lure in 2017 I've wanted to be involved in the community but was waiting for the right time to put my name in the hat for a specific board. I follow all the town activities and have openly communicated my views over the years. I would like to put my efforts into supporting the new Short Term Rental Advisory board.

I created and successfully ran my consulting business working with government contractors in the human resources field for 27 years. I also served as the President of an association affiliated with my business specialty for over five years until I moved to Lake Lure. I have volunteered for Lil's Thrift Shop since 2018 and have been involved in many community events.

<https://www.linkedin.com/in/workplacedynamics/>

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

President - the Baltimore Industry Liaison Group - 5 years

Lil's Thrift Shop board - 3 years

Volunteer fundraiser organizer for the MD chapter of the Cystic Fibrosis Foundation

Served as Chairperson for the 2021 Lil's Thrift Shop Paws for the Cause Celebration and serve as Co-Chair for the 2024 event.

**Other information you feel might be pertinent, including current or prior occupation of resume:**

I can bring my business experience, life experiences, and opinions to either board.

**Resume (Optional)**

[Bio short - Debra Milstein Gardner 2024.docx](#)

75.9 KB



**Signature**

**Date**

9/6/2024

*Debra Gardner*

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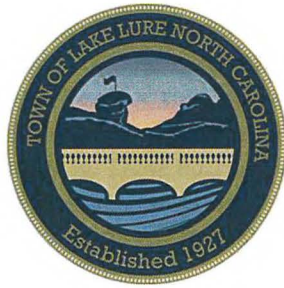
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**VOLUNTEER APPLICATION FORM**

Name: Charlie Nance

Address: 213 N Shore DR Lake Lure Resident for 3 years

Home Phone: — Cell Phone: 704-929-0424 Email: dethwnance@gmail.com

Employer: Brights Creek Address: Mill Spring

**PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE**

- Board of  
Adjustment & Lake  
Structure Appeals  
Board
- Zoning & Planning  
Board
- Lake Advisory  
Board
- Parks & Recreation  
Board  
*Preference*
- ABC Board

Rationale and qualifications for serving: I have an extensive history in construction, plumbing, electrical and currently work part time as the Building Engineer at Brights Creek Golf Resort.  
Prior to moving to this area, I have owned my own business as a contractor and repairs.

Other volunteer activities in which you are currently involved, including other Boards or Committees:

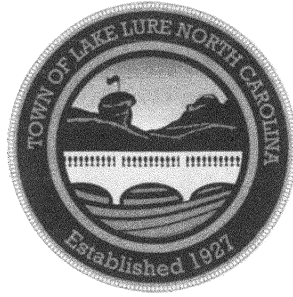
None at present

Other information you feel might be pertinent, including current or prior occupation or resume:

I served as a Town Commissioner for the Town of Lake Valley - NC for several years prior to moving to Tryon in 2013. I served as the Town Sewer & Water Commissioner.  
I would welcome the opportunity to work for the betterment of Lake Lure and serve this beautiful community.

Signature: Charlie Nance

Date: 1/30/23



**VOLUNTEER APPLICATION FORM**

Name: Tim Nates

Address: 161 Holmstead Dr. Lake Lure Resident for 3 years

Home Phone: \_\_\_\_\_ Cell Phone: 8133299244 Email: timnates@gmail.com

Employer: Retired Address: Boeing Commercial Aircraft - 787

**PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE**

- |   |                            |                          |                                |                          |                              |   |
|---|----------------------------|--------------------------|--------------------------------|--------------------------|------------------------------|---|
| <input checked="" type="checkbox"/>                         | <input type="checkbox"/>   | <input type="checkbox"/> | <input type="checkbox"/>       | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/>  |
| Board of<br>Adjustment &<br>Lake Structure<br>Appeals Board | Zoning &<br>Planning Board | Lake Advisory<br>Board   | Parks &<br>Recreation<br>Board | ABC Board                | Utility<br>Advisory<br>Board | Isothermal<br>Planning &<br>Development<br>Commission<br>(IPDC) |

Rationale and qualifications for serving: Suggested to Apply by Rich and Kim  
Sayles. Bachelor of Science Degree - Presbyterian College.  
Prior Board of Directors Member - Charleston SC Juvenile Diabetes Assoc.

Other volunteer activities in which you are currently involved, including other Boards or Committees:  
Rutherford Outdoor Council

Other information you feel might be pertinent, including current or prior occupation or resume:  
Federal Law Enforcement Training Center - Charleston, SC  
Member Pi Kappa Alpha / Operations Lead - United Airlines  
Boeing Employee Involvement Member

Signature: Tim Nates Date: 9-18-23





VOLUNTEER APPLICATION FORM

Name: Pat Buede

Address: 2153 Memorial Hwy Lake Lure Resident for 22 years

Home Phone: \_\_\_\_\_ Cell Phone: 828-388-2144 Email: patbuede537@gmail.com

Employer: \_\_\_\_\_ Address: \_\_\_\_\_

PLEASE CHECK THE APPROPRIATE BOX AND INDICATE A PREFERENCE IF CHECKING MORE THAN ONE

- Board of Adjustment & Lake Structure Appeals Board
- Zoning & Planning Board
- Lake Advisory Board
- Parks & Recreation Board
- ABC Board
- Utility Advisory Board
- Isothermal Planning & Development Commission (IPDC)

Rationale and qualifications for serving: would like to assist community in the preservation of LL for its residents  
B.S. in Health, PE & recreation

Other volunteer activities in which you are currently involved, including other Boards or Committees:  
only prior volunteer activities - town, TDA & Chamber

Other information you feel might be pertinent, including current or prior occupation or resume:  
All of us love where we live. My interest lies in helping permanent residents get more involved with town projects & activities

Signature: Pat Buede Date: 12.12.23



**Entry #:** 8 - Liz Geary      **Status:** Submitted      **Submitted:** 8/1/2024 12:13 PM

**Name**

Liz Geary

**Address**

112 Mountains Blvd, Lake Lure, North Carolina 28746

**Amount of time as a Lake Lure resident:**

0

**Home Phone**

**Mobile Phone**

(843) 509-8191

**Email**

lgeary@rumblingbald.com

**Please check the appropriate box and indicate a preference if checking more than one.**

**Choice**

Zoning & Planning Board

**Rationale and qualifications for serving:**

I have been attending the monthly Zoning & Planning meetings for a few years, and I routinely reference the Lake Lure ordinances.

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

Community management since 2016, Community Associations Institute volunteer work and membership, prior Hickory Nut Gorge Chamber Board member, Association Management Specialist, and Certified Manager of Community Associations.

**Other information you feel might be pertinent, including current or prior occupation of resume:**

The policies and regulations for Rumbling Bald often mirror the Town's ordinances, so I have a good working knowledge of the ordinances and their implications. I've worked with a number of municipalities and governing bodies, and look forward to assisting the Town of Lake Lure in any way possible.

**Resume (Optional)**

**Signature**

**Date**

8/1/2024



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**Entry #:** 2 - Kimberly E Weisner    **Status:** Submitted    **Submitted:** 5/30/2024 4:38 PM

**Name**

Kimberly E Weisner

**Address**

1813 Bills Creek Rd, Lake Lure, North Carolina 28746

**Amount of time as a Lake Lure resident:**

6 years

**Home Phone**

**Mobile Phone**

(843) 991-9099

**Email**

kim\_weisner@me.com

**Please check the appropriate box and indicate a preference if checking more than one.**

**Choice**

Parks & Recreation Board

**Rationale and qualifications for serving:**

I have a desire to be involved with Lake Lure Parks & Rec Board. I am a lover of all things outdoors, and enjoy the use of the public green spaces. I am currently completing my degree at Western Carolina University in Emergency & Disaster Management with minors in Parks and Rec Management and Political Science.

**Other Volunteer activities in which you are currently involved, including other Boards or Committees:**

Rotoract Club WCU

**Other information you feel might be pertinent, including current or prior occulation of resume:**

I am also a nurse with 27 years of experience as well as 8 years of Practice Management experience. I am currently employed by UNC Health Pardee. I would love to share my love of the outdoors and promote health and wellness.

**Resume (Optional)**



[2024 Resume - Kimberly Weisner.docx](#)  
24.2 KB



**Signature**

**Date**

5/30/2024



**ABC BOARD**

The ABC Board is charged by the State of North Carolina with the authority to adopt the rules necessary for the operation of its store, subject to approval by the state ABC Commission. This authority includes buying and selling of alcoholic beverages, supervising employees, borrowing money, buying and leasing real and personal property and investing surplus funds. This board consists of three members serving staggered, three-year terms. Meetings are held the third Monday of each month at 3:30 P.M.

**BOARD OF ADJUSTMENT AND LAKE STRUCTURE APPEALS BOARD (BOA/LSAB)**

The BOA hears and decides appeals from any decision, order, or determination made by Town Staff with the responsibility of making decision about land use in interpreting and enforcing the Zoning Regulations. The BOA also approves conditional use permits and grants variances, in specific cases, from the provisions of the Zoning Regulations. The LSAB is authorized to grant variances, in specific cases, from the provisions of the Lake Structure Regulations. Members of these boards are required to participate in specialized training. These boards consist of five regular and three alternate members serving staggered, three-year terms and the same members serve on both boards. Meetings are held the fourth Tuesday each month at 1:00 PM for the BOA and the LSAB meets shortly thereafter.

**LAKE ADVISORY BOARD (LAB)**

The LAB advises the Town Council, Marine Commission, Lake Operations and town staff on all lake related matters to include revisions to Lake Use and Lake Structure Regulations, commercial operations on the lake, boat permits and fees, annual dredging requirements, the lake ecosystem, and storm cleanup. Each member is assigned a specific area of responsibility. This board consists of seven members serving staggered, three -year terms. Meetings are held the first Monday each month at 3:30 PM.

**PARKS AND RECREATION BOARD (PRB)**

The PRB is charged with maintaining an inventory of all public lands designated or used for park purposes. The Board monitors the condition of park lands and recommends maintenance or repairs when necessary, or recommends development and landscaping where appropriate. The Board identifies those properties having potential for active recreation and coordinates with the ZPB to incorporate recreation facilities into the land use plan as well as the LAB regarding recreational activities on the lake. This board consists of seven members serving staggered, three-year terms. Meetings are held the first Thursday each month at 1:30 PM.

**SHORT TERM RENTAL ADVISORY BOARD (STRAB)**

The STRAB studies and makes recommendations to council concerning the operation of short term rentals, revisions to policy regarding short term rentals, the various ways of improving short term rental operations, reporting any changes in state regulations regarding short term rentals, and other short term rental matters as requested by the Town Council. This board consists of five members serving staggered, three-year terms. The meeting schedule for this board will be determined at a later date.

**ZONING AND PLANNING BOARD (ZPB)**

The ZPB is responsible for receiving, reviewing and recommending to Town Council revisions to the town's Zoning Regulations, Zoning Map, and Subdivision Ordinance as well as reviewing and approving all applications for major subdivisions. It may also conduct studies and prepare plans for the Town Council's consideration regarding orderly planning and development within the town. This board consists of five members serving staggered, three-year terms. Meetings are held the third Tuesday each month at 9:30 AM.

***For additional information, please refer to the [Lake Lure Advisory and Statutory Board Handbook](#) or contact the Town Clerk at (828) 625-9983 x 104 or [townclerk@townoflakelure.com](mailto:townclerk@townoflakelure.com).***

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Consider Selection of Hager Strategic Solutions for Lobbyist Services and Authorization for Manager to Negotiate Agreement

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

The Town solicited proposals for lobbying/governmental affairs services. Such services would be beneficial for obtaining funds and advocating for policy needs. The Town received three proposals and Hager Strategic Solutions was identified as the top contender.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To select Hager Strategic Solutions for lobbyist services and to authorize the Town Manager to negotiate an agreement.

**FUNDING SOURCE:**

General Fund – Administration

**ATTACHMENTS:**

Hager Strategic Solutions Proposal

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

After reviewing Hager's proposal and holding an interview with president and founder Mike Hager, staff recommends that Council select Hager Strategic Solutions.



## **HSS Proposal to The Town of Lake Lure**

**Hager Strategic Solutions**

342 Walking Horse Trail  
Rutherfordton, North Carolina

**Mike Hager**

President & Founder

828.748.2378

[hagerstrategies@gmail.com](mailto:hagerstrategies@gmail.com)



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Olivia Stewman  
Town Manager  
2948 Memorial Hwy  
Lake Lure, NC 28746

Ms. Stewman,

Thank you for the opportunity to submit a proposal to represent the Town of Lake Lure. Our firm, Hager Strategic Solutions (HSS), offers a unique combination of expertise in legislative advocacy and a deep understanding of Lake Lure's needs, particularly in navigating the complexities of the General Assembly. All members of the HSS team are proud long-term residents or current residents of Rutherford County, giving us a deep, firsthand understanding of the area and its unique needs—an insight unmatched by any other lobbyist in North Carolina.

Our President and Founder brings extensive legislative experience, having served as the NC House of Representatives' Majority Leader. This experience includes authoring impactful legislation that advanced critical state initiatives, demonstrating an ability to catalyze meaningful change through strategic advocacy.

In light of Hurricane Helene's impact, we understand that Lake Lure requires a dedicated advocate to secure essential funding and support for recovery and resilience initiatives. At HSS, we specialize in connecting municipalities with opportunities to access state resources, ensuring their needs are prioritized. Our team has a proven track record of leveraging relationships in the General Assembly to secure funding and drive policies that serve local communities effectively.

HSS maintains strong relationships with key decision-makers in Raleigh, including incoming Speaker Destin Hall and Majority Leader John Bell. These connections will enable us to amplify Lake Lure's voice and navigate legislative processes to deliver the outcomes your community needs, whether for infrastructure recovery, disaster resilience, or long-term economic growth.

We understand that a town as special as Lake Lure deserves to be represented with dedication and care, ensuring its voice is heard and its priorities are advanced. As part of our commitment, HSS will attend council meetings, provide a monthly legislative update, hold weekly calls, and organize a Lake Lure Legislative Day both at the General Assembly and within the district to strengthen relationships and amplify the town's needs.

Our firm is uniquely positioned to help Lake Lure align with broader legislative priorities, ensuring your goals are met efficiently. We are confident that our experience, expertise, and relationships will make HSS a valuable partner in your efforts to serve the town and its residents.

We look forward to the opportunity to discuss our proposal in detail and outline how we can work together to achieve your goals.

Mike Hager & Bre Wilhelm  
[hagerstrategies@gmail.com](mailto:hagerstrategies@gmail.com)  
Hager Strategic Solutions

## **Goal**

To create strategic legislative plans for our clients by creating a favorable state, county & municipal and statutory environment via our lobbying services.

## **Scope of Work**

Hager Strategic Solutions offers clients resources to solve complex problems and achieve positive results at the state and local levels. With superior strategic planning and outcome-based management processes, HSS guarantees results. Clients have access to the following benefits throughout their contract:

- Lobbying and advocacy with state legislators on Lake Lure priorities
- Meetings and visits with internal leadership and legislators
  - Host legislators in Lake Lure for policy discussions
  - Plan and execute visits with legislators in Raleigh
- Connection with state agencies, departments, other industry lobbyists and leadership, and council of state
- Legislative strategic planning
- Important legislation tracking and analysis
- Identification and notification of state grants
- Communication
  - Town Council meeting attendance and participation
  - Monthly summary of legislation, pending and passed
  - Weekly updates with council appointed contact
- Creation of collateral to highlight the needs of Lake Lure
- Research and data gathering

**Cost: \$4,000 monthly**

## Hager Strategic Solutions

Since 2017, Hager Strategic Solutions has helped clients achieve their legislative strategic goals through political consulting and lobbying. With a combined 20+ years of experience, the HSS team can help you promote your policy reform and achieve results. HSS has extensive connections in the state legislative and executive branches and works closely with elected officials to ensure optimal results for you and your organization.

HSS uses innovative approaches and proven strategies to guide legislation through the North Carolina General Assembly and achieve the best possible outcomes. As a client of HSS you will have unparalleled access to political leaders throughout the state. The HSS team provides every client with intricate knowledge of the legislative process to optimize opportunities.

### Hager Strategic Solutions Client List

- Convention of States Action
- Cypress Creek Renewables
- Partners Health Management
- City of Mount Holly
- NC Racing and Entertainment
- State Armor
- CaroMont Health
- Primero
- City of Belmont



**Bre Wilhelm**  
Director of Government Affairs



**Mike Hager**  
President and Founder

#### ***Contact Information***

Mike Hager  
828-748-2378

[hagerstrategies@gmail.com](mailto:hagerstrategies@gmail.com)



## Client References



Barry Rutherford  
Primero  
404.725.0397  
[barry.rutherford@primerogames.com](mailto:barry.rutherford@primerogames.com)



Brian DuPont  
City of Mount Holly  
704.661.0845  
[brian.dupont@mtholly.us](mailto:brian.dupont@mtholly.us)



## Legislative References



**Senator Tim Moffitt**

828.777.4554

[Tim.Moffitt@ncleg.gov](mailto:Tim.Moffitt@ncleg.gov)



**House Majority Leader John Bell**

919.344.6324

[John.Bell@ncleg.gov](mailto:John.Bell@ncleg.gov)



**Representative Karl Gillespie**

919.733.5859

[Karl.Gillespie@ncleg.gov](mailto:Karl.Gillespie@ncleg.gov)

# BREANNA ELISE HAGER WILHELM

## EDUCATION

**B.A. Political Science | North Carolina State University**

**M.S. Political Science | Liberty University**

**Ph.D. Public Policy 2026 | University of North Carolina Charlotte**

## EXPERIENCE

### **Hager Strategic Solutions**

*Director of Government Affairs*

Present

- Lobbies and advocates at the local and state level for registered clients.
- Evaluates state regulations and legislation to understand impact on registered clients and provides client with analysis of impact.
- Establishes relationships with appointed and elected officials on behalf of clients to ensure awareness.
- Provides strategic guidance for government relations on local, state, and federal issues, both legislative and regulatory.
- Provides weekly legislative updates and bill tracking to ensure no legislation is missed.
- Creates collateral for use of local and state advocacy for clients including, but not limited to one-pagers, talking points, data, and presentations.
- Conducts market and academic research on behalf of clients for use of advocacy and internal use.

### **CaroMont Health**

*Community and Government Relations Coordinator*

January 2017 – October 2022

Responsible for planning, executing, and evaluating community and government affairs activities for CaroMont Health. Provided strategic guidance and support for government relations on local, state, and federal issues on behalf of the health system. Served as a representative for CaroMont Health as the lobbyist at the North Carolina General Assembly for all healthcare policy.

### **North Carolina Education Lottery**

*Responsible Gaming Specialist/ Legislative Liaison*

July 2014 - December 2016

### **North Carolina House of Representatives**

*January 2012 - January 2014*

*Legislative Intern for the Speaker of the House Thom Tillis*

## CONTACT

828-447-1333

bhw.hagerstrategies@gmail.com

## COMPUTER SKILLS

Google Suite

Microsoft Suite

Stata

R

SPSS

## References

Ryan Blackledge

*Vice President of Government Relations*

*Cone Health*

*919-308-4480*

Rhian Merwald

*Legislative Affairs Manager, North Carolina State Bureau of Investigation*

*910-670-3896*

Blair Ellis

*Press Secretary, NC Department of Public Instruction*

*919-805-0010*

## COMMUNITY SERVICE

Former Belmont Parks and Recreation Advisory Board Member

Girls on the Run of Greater Charlotte Coach

Team Challenge Crohn's and Colitis Foundation

The Trevor Project

Belmont Yoga Instructor



# Mike Hager

## OBJECTIVE

Hager Strategic Solutions is a client based public policy and government relations firm that employs cutting edge technology to guide legislation through the NC General Assembly. As the former Majority Leader in the NC House of Representatives, I have a deep understanding of the rules, processes, and nuances of the General Assembly, as well as an intricate knowledge of the personalities and relationships involved.



## PHONE

828-748-2378



## EMAIL

[hagerstrategies@gmail.com](mailto:hagerstrategies@gmail.com)

## EXPERIENCE

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February 2017– Current

President and Founder • Hager Strategic Solutions • Rutherfordton/Raleigh, North Carolina

January 2011– August 2016

House Majority Leader • North Carolina General Assembly • Raleigh, North Carolina

January 2003– December 2010

Owner • Highlands Builders • Lake Lure, North Carolina

January 1987 – January 2003

Engineering Manager, Quality Consultant, Maintenance Engineer • Duke Energy • Cliffside, North Carolina

## EDUCATION

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University of North Carolina at Charlotte, Charlotte, North Carolina  
Bachelor of Science – Mechanical Engineering

## LEADERSHIP

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From November 2014 to August 2016 served as the North Carolina House Majority Leader.

## COMMUNITY SERVICE

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Habitat for Humanity • Rutherfordton, North Carolina  
Member of Spencer Baptist Church • Spindale, North Carolina

## REFERENCES

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Available upon request.



## Examples of Collateral

### Weekly Session Review

#### 2022 Legislative Overview – Session Wrap Up

The North Carolina General Assembly concluded most of the work for the 2022 legislative short session on Friday, July 1. The adjournment resolution (SJR917) reconvenes the legislature on July 26 for two days. The resolution also allows for the General Assembly to return once each month for the remainder of the year. Items that can be considered during those sessions are limited to reconsideration of bills vetoed by the Governor, appointments bills, election bills, and conference reports. In comparison to previous sessions, the legislature passed a minimal amount of bills, due to the intent of the Speaker and President Pro Tempore to adjourn quickly and with minimal controversy.

- NC Budget – [Conference Report](#)
  - Last week the legislature passed the budget as a conference report, meaning once the bill was introduced to both chambers no additional changes/amendments could be proposed. The bill is awaiting Governor Cooper’s signature (he has until July 11 to sign/veto), however, based on the number of votes the conference report received in the House and Senate, there is a veto-proof majority.
- Medicaid Expansion and HASP
  - The Senate and House were unable to reach an agreement on Medicaid Expansion and HASP. [REDACTED]
  - [REDACTED] GRO recommends follow up conversation with other small/independent hospitals during the legislative interim.
- [REDACTED] Request
  - [REDACTED] proposal for [REDACTED] did not make it into the short session’s budget given the tight deadline, however, Representative Torbett has encouraged [REDACTED] to seek [REDACTED] and believes there will be more appetite for this type of funding when the General Assembly reconvenes.
- 2023 Long Session Priorities
  - Although the General Assembly will be coming back periodically between now and January 2023, the long session does not begin until January and therefore, most likely, new policy legislation will not be introduced until then. GRO will work to craft specific legislative priorities for the 2023 long session in the interim, but will include:
    - [REDACTED] protection
    - [REDACTED] apprenticeship funding
    - G.S. 122C-142.2
    - HASP

## Bill Tracking Example

2022 Bill Tracking				
#	Name	Tracking	Bill Sponsor	Commentary
HB149	<a href="#">Expanding Access to Healthcare</a>	House Rules Comm	Reps: Lambeth, Potts, Baker	DOA – House has no intention to move bill.
HB755	<a href="#">Parent’s Bill of Rights</a>	House Rules Comm	Reps: Blackwell, Torbett, Hardister,	Will most likely pass House.
HB1039	<a href="#">Medical Debt De-Weaponization Act</a>	Ref to Comm on Banking, if favorable, Health	Reps: Goodwin, Hanig, Hunter	Monitoring movement.
HB990	Medicaid Hospital Assessment Adjustment - <a href="#">PCS: HASP</a>	Passed House; waiting placement in Senate Comm	Potential: Reps: Lambeth, Potts, Baker, White	PCS added in comm. See below for more information.
SB309	<a href="#">Repeal Certificate of Need Law</a>	Senate Rules Comm	Senators Hise, Krawiec, Burgin	Has not moved, will continue to monitor.
SB506	<a href="#">Certificate of Need Modifications</a>	Senate Rules Comm	Senators: Krawiec, Burgin, Craven	Has not moved, will continue to monitor.
SB640	<a href="#">Remove MH/IDD/ODD Facilities from CON Review</a>	Senate Rules	Senators: Burgin, Krawiec, Perry	Has not moved, will continue to monitor.

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Review and Consider Approval of Schnabel Work Order 11B

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Schnabel Work Order 11B is for a continuation of our on-call professional engineering services associated with response and recovery efforts to Hurricane Helene at Lake Lure Dam. Work Order No. 11A is an existing agreement Schnabel for on-call professional engineering services at the Lake Lure Dam. This proposal is intended to be a supplement to that existing work order. This includes engineering services, general consultation, left abutment repairs, and right abutment stabilization and access roads for powerhouse and substation. This work order is billed on time-and-materials basis and the initial estimated cost is \$250,000.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve Schnabel Work Order 11B

**FUNDING SOURCE:**

Dam Fund / Requested FEMA Reimbursement

**ATTACHMENTS:**

Proposed Schnabel Work Order 11B

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval.

December 19, 2024

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

**Subject: 18C21024.06P, Proposal for Supplemental Work Order No. 11B,  
Extension of On-Call Professional Engineering Services for Hurricane Helene  
Response and Recovery Support at Lake Lure Dam  
Lake Lure, North Carolina**

Dear Mr. Lindsey:

**SCHNABEL ENGINEERING SOUTH, P.C.** (Schnabel) is pleased to submit this supplemental work order proposal for a continuation of our on-call professional engineering services associated with response and recovery efforts to Hurricane Helene at Lake Lure Dam. Work Order No. 11A is an existing agreement between the Town of Lake Lure (Town) and Schnabel for on-call professional engineering services at Lake Lure Dam. This proposal is intended to be a supplement to that existing work order. This proposal defines Schnabel's anticipated scope of services for continued recovery support from Hurricane Helene.

## 1.0 BACKGROUND

Hurricane Helene produced over 20 inches of rainfall over the Lake Lure watershed between September 24 and September 28, 2024. This rainfall and associated discharge from the dam resulted in damage to the left and right abutments of the dam and the downstream area. Additional details regarding the event are included in Schnabel's memorandum titled "Lake Lure Dam Hurricane Helene Preliminary Summary" and dated October 1, 2024 (Hurricane Summary Memo). The Town initially requested Schnabel's support in preparation for and immediate response to Hurricane Helene and has since contracted Schnabel's support in recovery and repair efforts (see Work Order 11A for additional details).

Emergency repair efforts completed under Work Order No. 11A, some of which are discussed in Schnabel's Hurricane Summary Memo, are summarized below:

- Provided repair planning and coordination services, including facilitated daily meetings with contractor and Town before and during repair efforts.
- Provided repair design and construction support services for the repair of depressions on Buffalo Shoals Road.
- Provided repair design, and construction support services for the left abutment downstream slope slide repair.

## Town of Lake Lure

### Lake Lure Dam – Supplemental Work Order No. 11B Proposal – On-Call Professional Engineering Services, Continuation of Hurricane Helene Response and Recovery Support

- Coordinated and performed, with the assistance of our subconsultant F&ME Inc., a subsurface investigation program on the left and right abutments which included standard penetration tests (SPTs), cone penetration tests (CPTs), rock coring, instrumentation installation, and borehole abandonment.
- Performed data collection efforts during the subsurface exploration, including:
  - Full-time oversight of subsurface exploration,
  - Hand auger boring from bottom of excavated sinkhole,
  - Lab testing of select soil samples,
  - Piezometer and inclinometer data retrieval to monitor left abutment subsurface pore pressures and slope movement, respectively, during and after repair efforts,
- Organized and evaluated site-specific data. Efforts included:
  - Evaluation of SPT N-values, CPT test data, and soil lab test results,
  - Logging and evaluating reservoir levels, piezometer readings, inclinometer readings, and aerial drone survey data
  - Development of preliminary boring logs and instrumentation installation logs,
- Performed preliminary slope stability analysis developed from contractor's aerial drone survey data, results from our geotechnical investigation, reservoir level data, and piezometer readings.
- Provided geologic mapping services of foundation rock exposed from storm scour downstream of the dam.

Repairs to date have stabilized the left abutment slopes and crest and have allowed for repaving of Buffalo Shoals Road. The materials for the downstream left abutment slope repairs were selected to act as a graded filter system and provide a controlled seepage outlet. While the filtered revetment system provides a level of protection against the loss of embankment material through the slope stabilization repair, it does not prevent the migration of materials within the voids and loose zones in the embankment. Loose, saturated and gravelly sands and potential voids encountered in our left abutment borings, combined with ongoing leakage and seepage flows along the spillway left retaining wall indicate there is a risk of internal erosion still present within the left abutment area. A seepage pathway between these loose zones and/or voids and the left spillway retaining wall could result in loss of material through the drain outlets. Lake Lure was lowered several feet below normal pool following the storm. Once the reservoir is returned to normal operating pool elevation, the left abutment, although reconfigured by repaired roadway depressions and the downstream slope filter, will be subjected to increased pore pressures and potentially unforeseeable seepage conditions in the wake of Helene. Increases in pore pressure have the potential to activate internal erosion failure mechanisms (or exacerbate ongoing internal erosion). Additional repair efforts to the left abutment are thereby recommended. Conceptual repairs include modifying the spillway sidewall drains such that flow passing through the drains is filtered thereby reducing risk of soil particle migration.

We understand the Town would also like to address damages to the right abutment and downstream area. Through discussions with the Town, we have identified the following additional projects:

- **Right Abutment Stabilization:** Stabilizing the right abutment to address steep/vertical soil faces caused by scour erosion.
- **Substation Access Road:** A gravel road from Memorial Highway to the electrical substation area, necessitated by the need to regrade/stabilize portions of the right abutment.
- **Powerhouse Access Road:** Reestablishing access to the powerhouse from the lift station area.

## **2.0 SCOPE OF SERVICES**

Our scope of services under this supplemental work order for extension of response and recovery efforts to Hurricane Helene is described in the sections below. Engineering services under this supplemental work order will be performed under the responsible charge of Professional Engineers registered in the State of North Carolina.

### **2.1 Task 1 - General Consultation**

These general dam engineering consultation services are anticipated to include the following:

- Continued consultation regarding operation of the dam and reservoir as repairs are made.
- Continued coordination with the Town and FEMA during response and recovery efforts.
- Continued coordination with NC DEQ Dam Safety and NCDOT, as appropriate, to obtain approval of the proposed repairs.
- Revisions to the Town's Emergency Action Plan (EAP).

### **2.2 Task 2 - Left Abutment Repairs (Continued)**

Our services for repairs to the left abutment area are anticipated to include the following:

- Preparation of a report documenting the emergency repair work design and construction, to include details from the subsurface investigation, instrumentation monitoring and evaluation, and engineering analyses.
- Repair planning, design, and construction support services for additional left abutment repairs, which is anticipated to including the following:
  - Design of filtered outlet system for the spillway sidewall. Conceptual design entails coring through the sidewall concrete at the location of existing drain outlets and actively leaking joints and/or cracks, and then installing filtered outlet pipes.
  - Geotechnical drilling at a single location on the left abutment to install a 4-inch well to support the execution of drain outlet and leakage/seepage filtered exit modifications discussed above. The 4-inch well would also serve as pore pressure monitoring instrumentation during ongoing repairs. Drilling and well installation will be performed by a geotechnical drilling subcontractor under Schnabel's direction. Schnabel will provide an engineer or geologist to guide and document the drilling and well installation.
- Engineering support and construction observation and testing support during the implementation of the repairs. Full-time construction observation and testing will be provided unless otherwise noted in the approved repair plans.

## **Town of Lake Lure**

### **Lake Lure Dam – Supplemental Work Order No. 11B Proposal – On-Call Professional Engineering Services, Continuation of Hurricane Helene Response and Recovery Support**

#### **2.3 Tasks 3 – 5 - Right Abutment Stabilization and Access Roads for Powerhouse and Substation**

Our services will also include assistance with stabilizing the right abutment stabilization and establishing access roads. Our services will include engineering analyses, and preparation of plans and specifications for the following:

- Right Abutment Stabilization
- Substation Access Road
- Powerhouse Access Road

We will provide permitting support services as needed. The right abutment stabilization will need approval from NCDEQ Dam Safety. Depending on the final road geometry and extent of grading the Substation Access Road may require environmental permitting from NCDEQ Water Quality and a land disturbance permit from the Town of Lake Lure. The Powerhouse Access Road is not expected to need permitting or regulatory approval, but this will be reevaluated as the design progresses.

We will provide engineering support and construction observation and testing support during the above-mentioned projects. Site visits to observe construction progress will be provided at critical points during the projects. Construction materials testing will be provided on an as-needed basis.

#### **3.0 EXCLUSIONS**

Services not specifically identified above are not included in the scope of services under this agreement.

- Bid support,
- Visual inspection of the dam,
- Detailed inspection of the Tainter gates, and
- Inspection of the submerged, upstream portion of the dam.

#### **4.0 FEES**

As discussed above, the exact scope of services and level of effort associated with this supplemental work order are not well defined at this time. Therefore, fees for our services under this work order supplement to our existing on-call services agreement will be billed on a time-and-materials (T&M) basis with an initial total estimated fee of \$250,000. We will not exceed this total estimated fee without prior approval. Our fees will be dependent on the scope of services required, the actual hours expended, and our current unit prices at the time the work is authorized. Our current Schedule of Personnel Fees is included as Attachment 1. We will only invoice for the services requested and provided. Detailed backup for time and expenses will be included with each invoice to support FEMA reimbursement requests.

Town of Lake Lure

**Lake Lure Dam – Supplemental Work Order No. 11B Proposal – On-Call Professional Engineering Services, Continuation of Hurricane Helene Response and Recovery Support**

**5.0 CONTRACT TERMS AND ACCEPTANCE**

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town dated September 12, 2018, will apply to the services proposed herein. Your acceptance of this supplemental 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 30 days from the date shown.

We appreciate the opportunity to continue to support the Town in its recovery from Hurricane Helene. Please contact us if you have any questions regarding this proposal.

Sincerely,

**SCHNABEL ENGINEERING SOUTH, P.C.**



Jonathan M. Pittman, PE  
Senior Vice President

Attachments:

- (1) Schedule of Personnel Fees (1 sheet)
- (2) 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:** \_\_\_\_\_



**SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA  
DAMS AND RESERVOIRS (EASTERN UNITED STATES)  
Effective until December 31, 2025**

Senior Consultant	\$335.00/hr
Principal	330.00/hr
Senior Associate	299.00/hr
Associate	266.00/hr
Senior Engineer/Scientist	225.00/hr
Project Engineer/Scientist	195.00/hr
Construction Resident Engineer/Resident Project Representative	195.00/hr
Senior Staff Engineer/Scientist/Technologist	172.00/hr
Staff Engineer/Scientist/Technologist	149.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	141.00/hr
Senior Technician I (see note 4)	119.00/hr
Technician III (see note 4)	105.00/hr
Technician II (see note 4)	86.00/hr
Technician I (see note 4)	77.00/hr
Senior CAD Designer	172.00/hr
CAD Designer III	159.00/hr
CAD Designer II	144.00/hr
CAD Designer I	121.00/hr
Clerical/Admin	92.00/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](http://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.

## 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: Kurtis J. Conkey  
(print)

Title: Mayor

Date: September 15, 2018

**Exhibits:**

None  
Rev 2018-08

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Review and Consider Approval of Schnabel Work Order 7C

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Schnabel Work Order 7C is intended to be a supplement to existing Work Order No. 7A for construction phase services during the reservoir drain construction project. The projected schedule for project completion was October 2024, but Hurricane Helene resulted in damage to the dam abutments and downstream area, including the project work area. Work Order 7C accounts for continued construction phase services for the reservoir drain project. The total fee associated with Work Order 7C is \$109,373.72.

**RECOMMENDED MOTION AND REQUESTED ACTIONS:**

To approve Schnabel Work Order 7C

**FUNDING SOURCE:**

Dam Fund / Requested FEMA Reimbursement

**ATTACHMENTS:**

Proposed Schnabel Work Order 7C

**STAFF'S COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval.

December 6, 2024

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

**Subject: 18C21024.05P, Proposal for Work Order No. 7C,  
Additional Services for the Reservoir Drain Construction Project,  
Lake Lure, North Carolina**

Dear Mr. Lindsey:

**SCHNABEL ENGINEERING SOUTH, P.C.** (Schnabel) is pleased to submit this work order (WO) proposal for additional professional engineering services at Lake Lure Dam. This proposal is intended to be a supplement to existing Work Order No. 7A for construction phase services during the reservoir drain construction project (Project). This proposal has been prepared in response to your recent request and defines Schnabel's scope of services and associated fees for the anticipated remaining duration of the Project.

## **1.0 BACKGROUND**

The Town of Lake Lure (Town) is implementing the addition of a reservoir drain as the first phase in the overall rehabilitation of Lake Lure Dam. The Town awarded a construction contract for installation of a reservoir drain to Morgan Corp. of Spartanburg, SC and provided Notice-to-Proceed in June 2023. Mobilization and construction efforts began in October 2023. The Town also executed WO 7A retaining Schnabel for engineering services during the construction phase of the Project.

The contractor's most recent progress schedule, dated September 4, 2024, indicated Morgan Corp. was expecting to reach substantial completion by October 15, 2024, and full project completion by October 22, 2024. Hurricane Helene produced over 20 inches of rainfall over the Lake Lure watershed between September 24 and September 28, 2024. This rainfall and associated discharge from the dam resulted in damage to the left and right abutments of the dam and the downstream area, including the Project work area. The temporary river crossing that was installed for the Project was severely damaged as well. Morgan Corp. has dewatered the work area, removed most of the debris, and evaluated the damage. Schnabel has also performed an evaluation of the work-in-progress and provided guidance on repairs. Morgan Corp. has now resumed work on the Project.



## **Town of Lake Lure - Lake Lure Dam**

### **Work Order No. 7C Proposal – Additional Services for the Reservoir Drain Construction Project**

We do not have an official project schedule update from the contractor at this time, but our understanding is that Morgan Corp. expects to reach substantial completion (i.e. all major components of reservoir drain constructed and “dry” commissioning of system complete) before the end of 2024. Final completion (100% complete) of the project will involve “wet” commissioning of the valves among other minor tasks. Wet commissioning is expected to happen in early 2025, but the exact date is unclear as the ability to do so may be restricted by other hurricane recovery efforts unrelated to the Project.

The fee in WO 7A was prepared based on assumptions regarding the frequency and level of engineering involvement needed during construction and on the contractor’s anticipated schedule at the time of bidding. The contractor’s schedule at the time of bidding was 12 months. If Morgan Corp. reaches substantial completion by the end of 2024, the total duration of the Project will be approximately 19 months. However, during the month of October 2024, the project was on hold as the contractor assisted with hurricane recovery efforts per the request of the Town. As such, the project schedule has been delayed approximately 6 months, excluding downtime as a result of Hurricane Helene.

Over the course of construction, the duration and level of engineering involvement have varied from the estimate in WO 7A due to challenges and setbacks including but not limited to:

- Lack of temporary construction easements on private property;
- Revisions to the planned sewer line alignment per request of Town;
- Fabrication issues with the portal door;
- Reservoir drain pipe coating issues; and
- Damage to temporary works (e.g. river crossing) and partially completed work as a result of Hurricane Helene and associated flooding.

These challenges required extensive engineering involvement beyond which was budgeted for in WO 7A and extended the overall duration of the project.

## **2.0 SCOPE OF SERVICES**

Our scope of services under this supplemental work order will be the same as those described in WO 7A. We will continue to provide construction phase services, as described in WO 7A. We will:

- Facilitate and attend construction progress meetings (assuming a total of six meetings, two being in-person and others virtual),
- Provide engineering office support,
- Perform administrative tasks to maintain an accurate record of construction,
- Provide periodic site visits by the Engineer of Record, and/or Project Manager, and/or Contract Administrator,
- Provide construction observation via our on site Resident Project Representative, and
- Provide quality control testing through a local construction materials testing firm.

The roles and responsibilities of our team members are explained in detail in WO 7A. Engineering services under this supplemental work order will be performed under the responsible charge of Professional Engineers registered in the State of North Carolina.

**3.0 EXCLUSIONS**

Services not specifically identified above are not included in the scope of services under this agreement. Additionally, services related to Hurricane Helene repair and recovery efforts outside the scope of the Project (e.g. left and right abutment repairs, powerhouse access road, substation access road, etc.) are not included in the scope of services under this agreement. We have also not included time to support additional work on the upstream side of the dam (i.e., design of repairs to upstream work, oversight of debris/sediment removal, etc.) as a result of Hurricane Helene as conditions on the upstream side are not well understood at this time.

**4.0 FEES**

**4.1 Review of Previously Approved Fees**

The original lump sum fee for construction phase services during the Project was \$797,493.22 (see WO 7A). This amount was increased by \$32,718.11 in January 2024 for electrical inspection and evaluations (see WO 7B). Of the original fee in WO 7A, \$29,951.12 was designated for construction close out activities (e.g. record drawings, operation and maintenance manuals, close out submittals, etc.). We have not spent this money as the Project has not yet reached this phase (see Task 6 on our invoices). We have currently spent \$814,169 on construction phase services. Keeping the construction close out funds in reserve, we are approximately \$13,908 over budget due to past delays as described earlier in this proposal. A summary of the above description is provided in the table below.

**Table 1 - Summary of Previously Approved Fees and Costs Incurred**

Line	Description	Amount
1	Fees for All Construction Phase Services (CPS) Fees Approved to Date (WO 7A Tasks 1-6 and WO 7B "Electrical Evaluation")	\$830,211.33
2	Fee amount associated with "Construction Close-Out" tasks (WO 7A, Task 7)	\$29,951.12
3	Fee for All CPS less Construction Close Out Activities (line 1 - line 2)	\$800,260.21
4	Construction Services Spent (through November 2024)	\$829,376.55
5	Deficit due to past delays, additional efforts, etc. (line 3 - line 4)	-\$29,116.34

**4.2 Requested Fees**

Based on the historic spending rate throughout the Project and our understanding of Morgan Corp’s anticipated remaining construction schedule, we expect an additional \$80,257.38 is needed to continue to provide construction phase services through the end of construction. Thereafter, we will use the \$29,951 from WO 7A on construction close out activities. The total lump sum fee for this proposal is \$109,373.72, which increases the total value of the work orders associated with the Project (WO 7A, 7B, and 7C) to \$939,585.05. A summary table is provided below. A detailed breakdown of this fee is included as Attachment 1.

**Table 2 - Summary of Requested Fee for WO 7C**

Line	Description	Amount
1	Deficit due to past delays, additional efforts, etc. (from Table 1, line 5)	\$29,116.34
2	Fee for services through end of construction	\$80,257.38
3	Total Fee for WO 7C (line 1 + line 2)	\$109,373.72

**Town of Lake Lure - Lake Lure Dam  
Work Order No. 7C Proposal – Additional Services for the Reservoir Drain Construction Project**

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.

**5.0 CONTRACT TERMS AND ACCEPTANCE**

The Terms and Conditions of the Professional Services Agreement between Schnabel and the Town dated September 12, 2018, will apply to the services proposed herein (included herein as Attachment 3). Your acceptance of this supplemental 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 30 days from the date shown.

We appreciate the opportunity to continue to support 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  
Senior Vice President

**Attachments:**

- (1) Detailed Fee Breakdown for Additional Services (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)	SR. CONSULTANT (01)	SR. ASSOC. ENG. (21)	SENIOR ENG. (41)	SR. STAFF ENG. (61)	TECH I (86)	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST	TRAVEL AND LIVING						Subtotal Travel Expense (\$31.14)	Subtotal Travel Mileage (\$31.10)	Subtotal Travel OTAs (\$31.13)	TOTAL ALL TRAVEL & LIVING COSTS	SUBCONTRA	TOTAL OTHER SUB COSTS (\$21.03)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS	TOTALS with contingency & escalation										
									Hotel	Meets and Incidentals	Rental Car	Airfare	Mileage (330 miles each way)	RPR OTA											with	with	with	with	with markups	with markups	Cost	Cost	Cost	0% contingency/escalation
									\$ 107.00 Day	\$ 59.00 Day	\$ 55.00 Day	\$ 500.00 Each	\$ 0.670 Mile	\$ 166.00 Day											10% markup	10% markup	10% markup	10% markup	Input \$ Below Cost	10% markup	Cost	Cost	Cost	0% contingency/escalation
2024 Greensboro Rates UNIT or COST as shown in column heading																																		
<b>Task 01 - Pre-Construction Activities</b>																																		
<b>Task 02 - PM and Contract Admin</b>	6.0			24.0			32.0	7,440.00																										
Contract Administration				12.0			14.00	2,952.00																										
Project Management	6.0			12.0			18.00	4,488.00																										
<b>Task 03 - Engineering Review and Support</b>	8.0	32.0	34.0	20.0	24.0		118.00	30,934.00	2.0	5.0	3.0	1.0	640.0		1,291.40	471.68		1,763.08			1,763.08		32,697.08	32,697.08										
General Engineering Office Support		8.0	16.0	4.0	24.0		54.00	12,598.00																										
Site Visit - Valve Commissioning, Dry			8.0	8.0			16.00	4,032.00		2.0			320.0		129.80	235.84		365.64			365.64		4,397.64	4,397.64										
Site Visit - Valve Commissioning, Wet	8.0	24.0	8.0	8.0			48.00	14,304.00	2.0	3.0	3.0	1.0	320.0		1,161.60	235.84		1,397.44			1,397.44		15,701.44	15,701.44										
<b>Task 04 - Progress Meetings</b>	3.0	3.0	17.0	22.0	22.0		68.00	15,379.00		2.0			660.0		129.80	486.42		616.22			616.22		15,995.22	15,995.22										
Progress Meetings, In Person (includes coordination, preparation of agenda/minutes, and travel time)				12.0	12.0		37.00	8,214.00		2.0			660.0		129.80	486.42		616.22			616.22		8,830.22	8,830.22										
Progress Meetings, Virtual (includes coordination and preparation of agenda/minutes)	3.0	3.0	5.0	10.0	10.0		31.00	7,165.00															7,165.00	7,165.00										
<b>Task 05 - Construction Oversight</b>					94.0		95.00	15,696.00					2,240.0	7.0	1,650.88	1,278.20		2,929.08	5,000.0	5,500.00	2,929.08	5,500.00	24,125.08	24,125.08										
Remaining Phase 2 Concrete					40.0		41.00	6,786.00					640.0	2.0	471.68	365.20		836.88	5,000.0	5,500.00	836.88	5,500.00	13,122.88	13,122.88										
JFV Installation					18.0		18.00	2,970.00					320.0	1.0	235.84	182.60		418.44			418.44		3,388.44	3,388.44										
Access Platforms					12.0		12.00	1,980.00					320.0	1.0	235.84	182.60		418.44			418.44		2,398.44	2,398.44										
Site Restoration					8.0		8.00	1,320.00					320.0	1.0	235.84	182.60		418.44			418.44		1,738.44	1,738.44										
Valve Commissioning, Dry					8.0		8.00	1,320.00					320.0	1.0	235.84	182.60		418.44			418.44		1,738.44	1,738.44										
Valve Commissioning, Wet					8.0		8.00	1,320.00					320.0	1.0	235.84	182.60		418.44			418.44		1,738.44	1,738.44										
<b>Task 06 - Construction Close Out</b>																																		
<b>Task 07 - Electrical Evaluation</b>																																		
QUANTITY	17.0	35.0	51.0	66.0	140.0		313.00		2.0	7.0	3.0	1.0	3,540.0	7.0																				
<b>TOTAL COST</b>	\$ 5,406.00	\$11,270.00	\$14,739.00	\$14,190.00	\$23,100.00	\$ -		\$ 69,449.00	\$ 214.00	\$ 413.00	\$ 165.00	\$ 500.00	\$ 2,371.80	\$ 1,162.00	\$ 1,421.20	\$ 2,608.98	\$ 1,278.20	\$ 5,308.38	\$ 5,000.00	\$ 5,500.00	\$ 5,308.38	\$ 5,500.00	\$ 80,257.38	\$ 80,257.38										

**SCHEDULE OF PERSONNEL FEES – GREENSBORO, NORTH CAROLINA**  
**Effective until December 31, 2024**

Senior Consultant	\$322.00/hr
Principal	318.00/hr
Senior Associate	289.00/hr
Associate	256.00/hr
Senior Engineer/Scientist	215.00/hr
Project Engineer/Scientist	186.00/hr
Construction Resident Engineer/Resident Project Representative	186.00/hr
Senior Staff Engineer/Scientist/Technologist	165.00/hr
Staff Engineer/Scientist/Technologist	143.00/hr
Senior Technician II/Construction Resident Technician (see note 4)	135.00/hr
Senior Technician I (see note 4)	114.00/hr
Technician III (see note 4)	100.00/hr
Technician II (see note 4)	83.00/hr
Technician I (see note 4)	74.00/hr
Senior CAD Designer	165.00/hr
CAD Designer III	152.00/hr
CAD Designer II	138.00/hr
CAD Designer I	116.00/hr
Clerical/Admin	88.00/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](http://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, 2025 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: Kurtis J. Conkey  
(print)

Title: Mayor

Date: September 15, 2018

**Exhibits:**

None  
Rev 2018-08

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: January 22, 2025**

**SUBJECT:** Storm Recovery Updates

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

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

# VIII

## PUBLIC COMMENT

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

**IX**

**ADJOURNMENT**