

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

Wednesday, March 27, 2024
8:30 a.m.



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

TOWN OF LAKE LURE

Town Council Work Session/Action Meeting

Wednesday, March 27, 2024 - 8:30 AM

Lake Lure Municipal Center



Agenda

- I. Call to Order**
- II. Agenda Adoption**
- III. Public Comment**
- IV. Audit Bid Update – Page 1**
- V. Schnabel Work Orders 9A and 9B– Field Investigation Services for Replacement of Lake Lure Dam – Page 3**
- VI. Ordinance No. 24-03-27 Amending the Capital Project Ordinance for the Lake Lure Dam Reservoir Drain and Approving Budget Amendment #370 – Page 40**
- VII. Discuss RFQ for Morse Park Improvements – Page 45**
- VIII. Project Manager Updates – Page 52**
- IX. Town Manager Updates – Page 58**
- X. Discuss the Comprehensive Plan – Page 60**
- XI. Review Event Requests**
 - A. 2024 Spring Arts and Crafts Festival – Page 61**
 - B. 2024 Spring Classic Boat and Auto Show – Page 62**
 - C. 2024 Farmers Market – Page 63**
 - D. 2025 Cycle NC Event – Page 65**
- XII. Closed Session**

In accordance with G.S. 143-318.11(a) (6) for the purpose of discussing personnel matters.
- XIII. Adjournment**

LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: March 27, 2024

SUBJECT: Audit Bid Update

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Finance Director Stephen Ford will provide an update on the status of the bidding for audit services.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Summary of Audit Bid Process

STAFF COMMENTS AND RECOMMENDATIONS:

N/A

Current Audit Update and Audit Procurement Process Report

March 27 2024

Work Session Update

Item One for FY 24

- Status of Current Audit Process
 - Emphasis
 - Items being Reviewed
 - Focus Areas

Item Two for FY 25 +

- Audit Procurement Process for FY 25 and beyond
 - Vendor Response
 - Overview of bids
 - Request for future action

Item Three

Finance Staff Update and Future Planning

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 27, 2024**

SUBJECT: FEMA Grant Funding – Schnabel Work Order #9A – Field Investigation Services for Replacement of Lake Lure Dam

AGENDA INFORMATION:

Item Number: V
Department: Finance/Dam/Grants
Contact: Laura Krejci, Communications Director
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Schnabel Engineering has submitted two proposals for the Field Investigation Services associated with the Replacement of Lake Lure Dam. The proposals were divided in two in order to support a FEMA High Hazard Potential Dam (HHPD) grant application from 2021.

- FEMA has approved the FY21 High Hazard Potential Dam (HHPD) grant for \$380,000 for the partial Field Investigation Services for Replacement of Lake Lure Dam.
- The cost for this portion of revised work order #9A Tasks 1 and Partial Task 2 outlined below is \$655,263. The timeline is also included.

Task	Fee Type	Fee
Task 1 - Investigation Planning	Lump Sum	\$53,165
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, and Boring Location)	Lump Sum	\$602,098
Total Lump Sum Fee:		\$655,263

Task	Anticipated Duration (months)
Task 1 - Investigation Planning and Permitting	2-3
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, and Borings)	2-3
Total	4-6

- The second portion of the Field Investigation is covered in Work Order 9B for a cost of (\$456,586). This work order includes Partial Task 2, Task 3 and Task 4 and is outlined on the following page.

Task	Fee Type	Fee
Task 2 - Field Investigations –Geotechnical Investigation (Partial) and Boundary Survey	Lump Sum	\$266,771
Task 3 - Laboratory Testing	Lump Sum	\$38,083
Task 4 - Geotechnical Data Report and Design Consideration Memorandum	Lump Sum	\$151,732
Total Lump Sum Fee:		\$456,586

Task	Anticipated Duration (months)
Task 1 - Investigation Planning	2-3
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, Borings, and Boundary)	2-3
Task 3 - Laboratory Testing	2
Task 4 - GDR and Design Consideration Memorandum	2
Total	8-10

- There is an accompanying Amendment to the Dam Reserve Fund for the total cost of Work Order #9A and 9B which is \$1,111,849.
- Schnabel Engineering has requested that both Work Orders be approved at the same time since they cannot reasonably divide up the scope execution associated with the project.
- The Town of Lake Lure Grant Coordinator was advised by the NC Dam Safety Office that the work included in Work Order 9A must be completed with funds spent prior to the end of the fiscal year, September 2024 unless an extension is requested and approved by FEMA.
- The Town will be reimbursed \$380,000 once the project is completed and the paperwork is reviewed and approved.

Task	Anticipated Duration (months)
Task 1 - Investigation Planning	2-3
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, Borings, and Boundary)	2-3
Task 3 - Laboratory Testing	2
Task 4 - GDR and Design Consideration Memorandum	2
Total	8-10

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve Schnabel Work Order #9A and 9B for the purpose of Field Investigation Services for Replacement of Lake Lure Dam, which is being partially funded by a supplemental FEMA grant.

FUNDING SOURCE:

Dam Reserve Fund and FEMA Grant

ATTACHMENTS:

Work Order #9A and #9B

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends the approval of Schnabel Work Order #9A and #9B for the purpose of Field Investigation Services for Replacement of Lake Lure Dam, which is being partially funded by the FY21 FEMA HHPD grant.

June 15, 2021
Revised October 25, 2021
Revised December 29, 2021
Revised May 15, 2023

Laura Krejci
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: 18P21021.05, Partial Work Order No. 9A, Field Investigation Services for Replacement of Lake Lure Dam, Lake Lure, North Carolina

Dear Ms. Krejci:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this work order proposal for performance of field investigations to inform the design of a replacement for Lake Lure Dam for the Town of Lake Lure (Town). This work order proposal covers the portion of the field investigation services covered by FEMA Rehabilitation of High Hazard Potential Dams (HHPD) program Grant funding, which includes Task 1 – Investigation Planning, and topographic and bathymetric survey, foundation geologic mapping, geophysical investigations, and geotechnical investigations (partial) under Task 2 – Field Investigations. The remainder of the proposed field investigation services under Task 2 – Field Investigations, Task 3 – Laboratory Testing, and Task 4 – Geotechnical Data Report and Design Considerations Memorandum are required to complete this phase of work and will be included under a separate work order proposal (Partial Work Order No. 9B).

BACKGROUND

On February 9, 2021, the Town adopted a policy for proceeding towards construction of a replacement dam as the preferred dam rehabilitation alternative. During the same meeting, the Town adopted a timeline to construct the replacement dam within about 10 years. This timeline was submitted to NCDEQ Dam Safety on February 19, 2021, for review and approval.

On February 26, 2021, the Town was informed that FEMA has some additional grant funding available for FY 2021 through their HHPD program. As a result, the Town requested that Schnabel provide a scope of work for initial tasks required for the replacement dam design. Schnabel provided a scope of work for conceptual design for a replacement dam on March 5, 2021. The Town subsequently requested that Schnabel provide a scope of work to complete a geotechnical investigation and related field investigations for the replacement dam, to be submitted under the FY 2022 HHPD program.

SCOPE OF SERVICES

As indicated above, the objectives of our services proposed under this work order are to prepare, plan, perform, and report the results of a geotechnical investigation and related field investigations within the proposed footprint of the replacement dam. We have assumed that the replacement dam will consist of a roller compacted concrete (RCC) gravity dam constructed immediately downstream of the existing dam and designed to meet NCDEQ Dam Safety requirements. We understand the replacement dam will not include hydroelectric facilities at this time, but the Town may want to consider adding hydroelectric facilities to the dam in the future.

Services for this project will be performed under the supervision of Professional Engineer(s) and Professional Geologist(s) licensed in the State of North Carolina. The scope of services for this phase of the project is described in detail in the following paragraphs.

Task 1 – Investigation Planning

General Planning and Coordination

Schnabel will provide consistent communication with the Town throughout the planning process and during execution of the investigation program. Coordination will include periodic update meetings, and may include presentations to the Town Council, etc. For budgeting purposes, we have assumed six conference calls and two face-to-face meetings with the Town and/or other stakeholders over the duration of the investigations described herein.

Site Access Planning and Design

We plan to access the proposed replacement dam site from the existing paved access road on the right abutment downstream of the existing dam. In order for the drill rigs to access the proposed borings downstream of the existing dam as shown in the Boring Location Plan included herein as Attachment 1, temporary site access improvements must be made. Access improvements must include access across the existing outlet channel (tailrace), through the existing boulder field downstream of the existing dam (including temporary relocation of some boulders), and to locations in the replacement dam footprint downstream of the existing gated spillway. We understand the access road and river crossing will be installed by a contractor as part of the reservoir drain construction project which is expected to begin in June 2023. Design and installation of the access road and river crossing installation are not included as part of this proposal.

Our drilling subcontractor will perform localized clearing, grading, and installation of erosion and sediment control measures at boring locations. In addition, temporary stone working platforms will be installed on an as-needed basis to allow the drill rig to access and safely drill the borings. Upon completion of the drilling investigation, the temporary working platforms will be removed.

Environmental Permitting and Planning

Environmental permitting will be required to construct the temporary access road, river crossing, and working platforms for the drill rig. Our environmental subconsultant, Mogensen Mitigation, has submitted the necessary permitting documents to the USACE and NCDWR Water Quality in February 2023, and we

understand these features have been approved by FEMA as a part of the HHPD grant process. Permit approvals from the USACE and NCDWR are expected within the next several weeks.

As part of this proposal, Schnabel will prepare an Erosion and Sediment Control (ESC) Plan for boring access. We will limit the disturbance to the extent possible and relocate borings considering practical access.

Work Plans and Personnel Safety Trainings

Schnabel will prepare a work plan for the subsurface investigations. The Work Plan will include our general scope of work, geophysical investigation details, geotechnical investigation details, proposed laboratory testing, and an outline for our Geotechnical Data Report (GDR). The scope of work discussion will include necessary project details such as site access, proposed subcontractors and equipment, a field investigation sequence and schedule, and health and safety details. Technical details regarding the investigation approach and processes will also be provided to guide the field staff. While this Work Plan is meant to provide guidance for the staff, variations to the investigation program are likely as data becomes available.

We will prepare a Health and Safety (H&S) Plan for the field investigations. H&S plans from our subcontractors and subconsultants will be incorporated into Schnabel's H&S Plan. The H&S Plan will include a summary of risks associated with the project, a project communication tree (with emergency contact information), directions to the nearest care centers, and step-by-step directions for staff action in the case of an emergency. Additional details will include required PPE, procedures for identifying and working in the vicinity of any site utilities, and a breakdown of the anticipated hazards by work task. We will coordinate the development of the H&S Plan with the Town's emergency management coordinator.

Project Scheduling

Schnabel has developed a draft schedule (major schedule milestones presented later in this proposal) and will update the schedule as the investigation planning and field work progress or as new items or unknowns have been identified that affect the schedule. We will coordinate our workload and staffing to keep the investigation on schedule as much practical considering the unknowns that may be uncovered and accounted for during the investigation. Our goal will be to work with the Town to keep delays to a minimum and communicate schedule changes in a timely manner.

Task 2 – Field Investigations

Foundation Geologic Mapping

Preliminary geologic field mapping was performed by Schnabel in 2018 to characterize the condition of the existing dam foundation and to measure geologic structures, including rock foliation and joints, in the vicinity of the existing dam. During this phase of investigation, exposed rock outcrops within 50 feet of the proposed replacement dam footprint will be geologically mapped. Geologic mapping will include scaled plan view map(s) that illustrate the contacts of geologic units and changes in the engineering geology properties of the exposed rock such as Geological Strength Index (GSI), weathering, fracturing, strength, and joint descriptions.

Rock descriptions from the ground surface will be used in collaboration with data derived from the geotechnical borings (rock core, in-situ testing, and downhole geophysical results) to synthesize a conceptual geological model for the site, which will be critical during design of the replacement dam.

Geophysical Investigation

We propose a limited surface geophysical program that consists of seismic refraction lines on both abutments. Seismic refraction data will be used to evaluate the depth to top of rock in the abutment sections of the replacement RCC dam section. This work will be performed by Schnabel geophysicists.

Seismic refraction provides information between borings to assist in estimating excavation grades, rock removal quantities, and generally helps to improve the accuracy of cost estimating for earthwork activities. Seismic refraction will be conducted in the abutments where drilling access is questionable. We will select the location and alignment of the seismic refraction lines (traverses) based on a preliminary replacement dam layout and existing site conditions. The extent of the traverses will be selected such that they are within the vicinity of one or more test borings to allow for correlation of the data. We have assumed that some hand clearing of vegetation along the proposed lines will be required to allow for collection of data. We estimate the seismic refraction data collection field program will take two to three field days to complete.

Geotechnical Investigation

As discussed above, a geotechnical investigation work plan will be prepared prior to execution of the investigation. Putting together such a work plan provides several benefits to the investigation team. First, the work plan requires the investigation team to think through the program details to identify potential problems and to better prepare the team, including the drilling subcontractor, before arriving on site. Second, it allows for the Owner to have a better understanding of the objectives of the program.

Prior to drilling of each of the proposed geotechnical borings, the immediate area around each of the borings will be cleared of utilities. In addition, the project area, including the proposed temporary access road location(s), will be investigated for above ground surface features which may indicate the presence of underground utilities. If utilities are discovered, electronic designating and locating will be performed to map the utilities.

Borings along the proposed replacement dam centerline and spillway outlet channel will be performed at generally even spacings with selected holes upstream and downstream of the centerline. Planned locations will be a function of the selected geometric configuration for the replacement dam. See Attachment 1 for a Boring Location Plan. Select borings will be extended into the foundation soils and rock to a depth of up to twice the height of the proposed replacement dam. Drilling of the borings will be performed by our drilling subcontractor, S&ME of Knoxville, TN. We will provide a geologist or geotechnical engineer to observe and log the drilling of the borings, in-situ testing, instrumentation installation, and collect soil and rock samples.

The exploration will include:

- 21 borings in the footprint or abutments of the proposed replacement dam;
- Installation of four piezometers within select replacement dam footprint borings and post-investigation monitoring of the piezometers, as needed;
- Soil sampling using a split-spoon sampler through the Standard Penetration Test (SPT) and relatively undisturbed sampling using a thin-walled (Shelby) tube sampler (see table below);
- Hydraulic conductivity (packer) testing in rock in select borings;
- Downhole geophysics in select borings to map discontinuities and other geologic features and estimate various engineering properties of the foundation bedrock. Downhole geophysical methods may include borehole caliper, acoustic televiewer, and downhole seismic testing;
- Abandonment of non-piezometer borings with grout upon completion;
- Site restoration limited to spreading of site cuttings, repair of ruts, and seeding and mulching of disturbed areas.

A portion of the geotechnical investigation cost is included in this proposal (see section on Fees below). The remaining portion will be included under a separate Work Order proposal.

Survey

Based on review of existing topography, alternative replacement dam alignments may be a more cost-effective solution than a north-south alignment parallel to the existing dam and will therefore be further evaluated. For planning purposes, we have shown a conceptual dam alignment on Attachment 1. The original topographic survey covered the majority of the anticipated footprint for a replacement dam downstream; however, some additional topographic survey on the left abutment and bathymetry downstream of the existing dam and in the river and tailrace will be necessary to design the replacement dam.

The approximate area to be surveyed by our survey subcontractor, McKim & Creed, P.A. (M&C), is approximately one acre and is shown on Attachment 2. We have assumed the Town will be responsible for providing access to the survey areas as required. Property owner contact information will be provided to survey field personnel and this information will be used when approached by property owners or representatives of those parcels of land not owned by the Town.

In addition to the topographic surveys described above, M&C will survey the as-drilled boring locations and beginning and end of the geophysical seismic refraction lines.

M&C will utilize existing survey control points at the site, and the survey will be performed under the direct supervision of a North Carolina Licensed Land Surveyor.

Final survey deliverables will include:

- Electronic file in AutoCAD format reflecting the topographic features, project area, and existing utilities within the survey limits.
- Electronic file of the Triangular Network for the model (TIN).
- Text file containing the survey points used in the creation of the final mapping.
- Signed and sealed topographic survey.

EXCLUSIONS

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

- Other Task 2 – Field Investigation services (to be included under a separate work order proposal).
- Task 3 – Laboratory Testing (to be included under a separate work order proposal).
- Task 4 – Geotechnical Data Report and Design Considerations Memorandum (to be included under a separate work order proposal).
- Survey services beyond those described under Task 02 above.
- Evaluation of design alternatives.
- Permit fees.
- Funding acquisition support.

PROJECT FEES

Our fees are summarized by task in the table below and are for the specific scope of services detailed herein. A detailed breakdown of our fee is included as Attachment 3. 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 4.

Task	Fee Type	Fee
Task 1 - Investigation Planning	Lump Sum	\$53,165
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, and Boring Location)	Lump Sum	\$602,098
Total Lump Sum Fee:		\$655,263

SCHEDULE

We anticipate beginning Investigation Planning and Permitting (Task 1) within two weeks of receiving a signed agreement and written notice-to-proceed. We anticipate the following durations for each task outlined above in accordance with the schedule below.

Task	Anticipated Duration (months)
Task 1 - Investigation Planning and Permitting	2-3
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, and Borings)	2-3
Total	4-6

Overlap between tasks is anticipated and will be performed to minimize the overall project schedule.

PAYMENTS

Invoices will be submitted monthly as a percentage of completion of the lump sum fee. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 5).

GENERAL

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

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

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



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

BFS:JMP

Attachments:

- (1) Boring Location Plan (1 sheet)
- (2) Survey Limits (1 sheet)
- (3) Detailed Fee Breakdown (1 sheet)
- (4) Schedule of Personnel Fees (1 sheet)
- (5) Professional Services Agreement and Terms and Conditions (5 sheets)

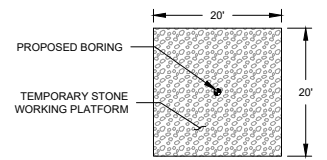
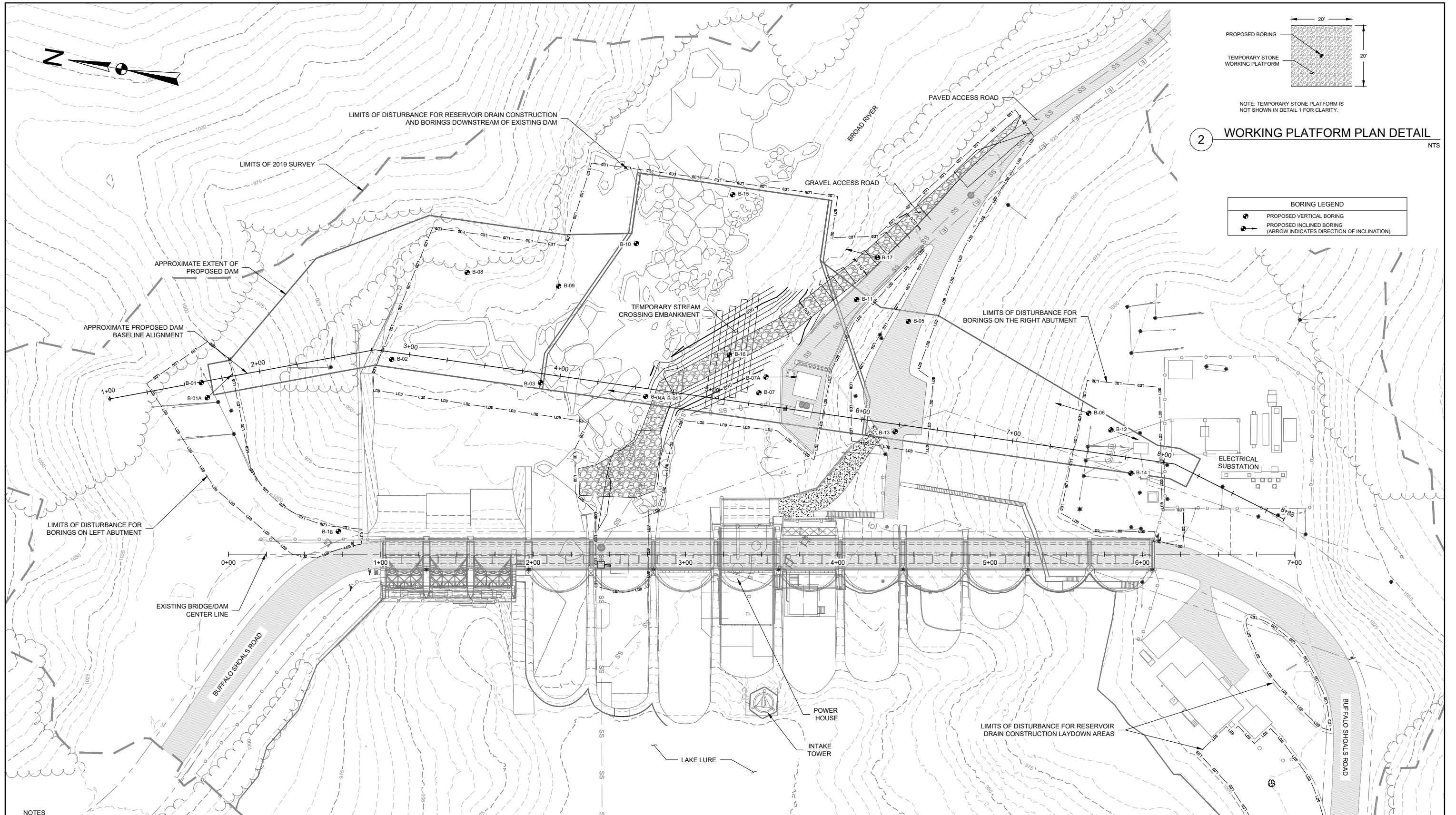
This work order proposal is:

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

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ **DATE:** _____



NOTE: TEMPORARY STONE PLATFORM IS NOT SHOWN IN DETAIL 1 FOR CLARITY.

2 WORKING PLATFORM PLAN DETAIL NTS

BORING LEGEND	
	PROPOSED VERTICAL BORING
	PROPOSED INCLINED BORING (ARROW INDICATES DIRECTION OF INCLINATION)

NOTES

- EXISTING TOPOGRAPHY AND SITE FEATURES ARE BASED ON SURVEY PERFORMED BED HOLMES AND ASSOCIATES LAND SURVEYORS, PA DATED JANUARY 9TH, 2019. TOPOGRAPHY OUTSIDE THE SURVEY LIMITS DERIVED FROM 2015 LIDAR DATA OBTAINED FROM THE KENTUCKY DIVISION OF GEOGRAPHIC INFORMATION.
- HORIZONTAL LOCATIONS OF CONTOURS AND SITE FEATURES ARE PLOTTED IN U.S. SURVEY FEET WITH RESPECT TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (FIPS 3200). ELEVATIONS ARE REPORTED IN U.S. SURVEY FEET WITH RESPECT TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- LOCATIONS OF UTILITIES SHOWN ON THIS SURVEY WERE DETERMINED BY OBSERVED EVIDENCE. LOCATION OF ABOVE GROUND UTILITY APPURTENANCES, GIS INFORMATION AND UTILITY MARKINGS (PAINT, ETC.) PROVIDED BY ED HOLMES & ASSOCIATES. THESE MARKINGS WERE OBSERVED DURING THE COURSE OF THIS SURVEY, WERE FIELD LOCATED, ARE SHOWN FOR INFORMATIONAL PURPOSES, AND SHOULD BE FIELD VERIFIED IF CRITICAL. UNDERGROUND UTILITIES NOT SHOWN, MAY EXIST. STORM SEWER AND SANITARY SEWER DATA HAS BEEN COLLECTED FROM THE RIM OF THE MANHOLE WITHOUT ENTERING THE STRUCTURE. PIPE SIZES AND TYPES SHOULD BE CONSIDERED APPROXIMATE AND BE FIELD VERIFIED IF CRITICAL.

1 BORING LOCATION PLAN



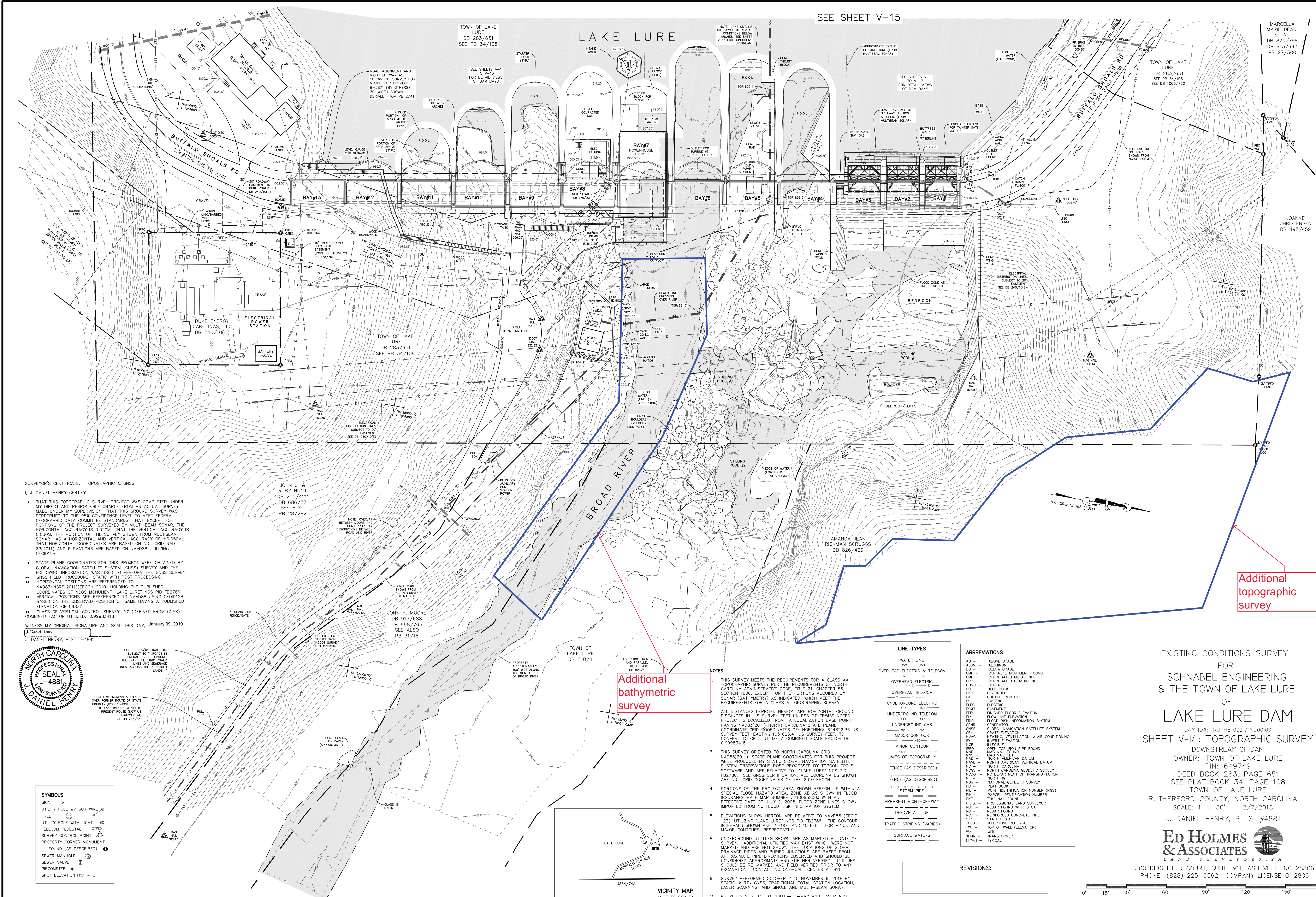
LAKE LURE DAM
TOWN OF LAKE LURE
RUTHERFORD COUNTY, NORTH CAROLINA
PROJECT NO. 18C21024.020

BORING LOCATION PLAN

ATTACHMENT 1

SEE SHEET V-15

LAKE LURE



SURVEYOR'S CERTIFICATE: TOPOGRAPHIC & GNSS

I, J. DANIEL HENRY CERTIFY:

- THAT THIS TOPOGRAPHIC SURVEY PROJECT WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THAT THIS GROUND SURVEY WAS PERFORMED TO THE 95% CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS; THAT, EXCEPT FOR PORTIONS OF THE PROJECT SURVEYED BY MULTI-BEAM SONAR, THE HORIZONTAL ACCURACY IS 0.020M; THAT THE VERTICAL ACCURACY IS 0.030M; THE PORTION OF THE SURVEY SHOWN FROM MULTIBEAM SONAR HAS A HORIZONTAL AND VERTICAL ACCURACY OF ±0.050M; THAT HORIZONTAL COORDINATES ARE BASED ON N.C. GRID NAD 83(2011) AND ELEVATIONS ARE BASED ON NAVD88 UTILIZING GEOID12B.
- STATE PLANE COORDINATES FOR THIS PROJECT WERE OBTAINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GNSS SURVEY:
 - GNSS FIELD PROCEDURE: STATIC WITH POST PROCESSING;
 - HORIZONTAL POSITIONS ARE REFERENCED TO NAD83(NRS(2011)EPOCH 2010) HOLDING THE PUBLISHED COORDINATES OF NCGS MONUMENT "LAKE LURE" NGS PID FB2786;
 - VERTICAL POSITIONS ARE REFERENCED TO NAVD88 USING GEOID12B BASED ON THE OBSERVED POSITION OF SAME HAVING A PUBLISHED ELEVATION OF 998.61'
 - CLASS OF VERTICAL CONTROL SURVEY: 'C' (DERIVED FROM GNSS) COMBINED FACTOR UTILIZED: 0.99983418

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS DAY, January 09, 2019

J. Daniel Henry
J. DANIEL HENRY, PLS L-4881



Additional bathymetric survey

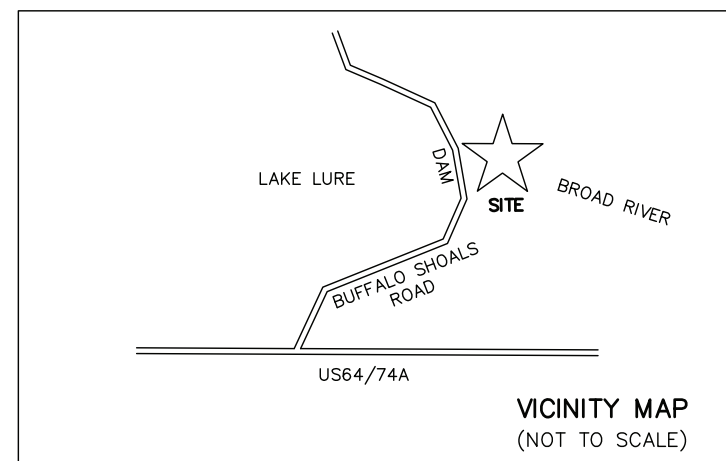
Additional topographic survey

- NOTES
- THIS SURVEY MEETS THE REQUIREMENTS FOR A CLASS AA TOPOGRAPHIC SURVEY PER THE REQUIREMENTS OF NORTH CAROLINA ADMINISTRATIVE CODE, TITLE 21, CHAPTER 36, SECTION 1606, EXCEPT FOR THE PORTIONS ACQUIRED BY SONAR (BATHYMETRY) AS INDICATED, WHICH MEET THE REQUIREMENTS FOR A CLASS A TOPOGRAPHIC SURVEY.
 - ALL DISTANCES DEPICTED HEREON ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED. PROJECT IS LOCALIZED FROM A LOCALIZATION BASE POINT HAVING NAD83(2011) NORTH CAROLINA STATE PLANE COORDINATE GRID COORDINATES OF: NORTING: 624822.36 US SURVEY FEET, EASTING: 1054621.41 US SURVEY FEET, TO CONVERT TO GRID, UTILIZE A COMBINED SCALE FACTOR OF 0.99983418.
 - THIS SURVEY ORIENTED TO NORTH CAROLINA GRID NAD83(2011). STATE PLANE COORDINATES FOR THIS PROJECT WERE PRODUCED BY STATIC GLOBAL NAVIGATION SATELLITE SYSTEM OBSERVATIONS POST PROCESSED BY TOPCON TOOLS SOFTWARE AND ARE RELATIVE TO LAKE LURE' NGS PID FB2786. SEE GNSS CERTIFICATION, ALL COORDINATES SHOWN ARE N.C. GRID COORDINATES OF THE 2010 EPOCH.
 - PORTIONS OF THE PROJECT AREA SHOWN HEREON LIE WITHIN A SPECIAL FLOOD HAZARD AREA, ZONE AE AS SHOWN IN FLOOD INSURANCE RATE MAP NUMBER 371006200J WITH AN EFFECTIVE DATE OF JULY 29, 2008. FLOOD ZONE LINES SHOWN IMPORTED FROM NC FLOOD RISK INFORMATION SYSTEM.
 - ELEVATIONS SHOWN HEREON ARE RELATIVE TO NAVD88 (GEOID 12B), UTILIZING "LAKE LURE" NGS PID FB2786. THE CONTOUR INTERVALS SHOWN ARE 2 FOOT AND 10 FOOT FOR MINOR AND MAJOR CONTOURS, RESPECTIVELY.
 - UNDERGROUND UTILITIES SHOWN ARE AS MARKED AT DATE OF SURVEY. ADDITIONAL UTILITIES MAY EXIST WHICH WERE NOT MARKED AND ARE NOT SHOWN. THE LOCATIONS OF STORM DRAINAGE PIPES AND BURIED JUNCTIONS ARE BASED FROM APPROXIMATE PIPE DIRECTIONS OBSERVED AND SHOULD BE CONSIDERED APPROXIMATE AND FURTHER VERIFIED. UTILITIES SHOULD BE RE-MARKED AND FIELD VERIFIED PRIOR TO ANY EXCAVATION. CONTACT NC ONE-CALL CENTER AT 811.
 - SURVEY PERFORMED OCTOBER 2 TO NOVEMBER 9, 2018 BY STATIC & RTK GNSS, TRADITIONAL TOTAL STATION LOCATION, LASER SCANNING, AND SINGLE AND MULTI-BEAM SONAR.
 - PROPERTY SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS, BOTH RECORDED AND UNRECORDED, IN ADDITION TO THOSE SHOWN HEREON.

LINE TYPES		ABBREVIATIONS	
— (W) — (W)	WATER LINE	AG	ABOVE GRADE
— (A) — (A)	OVERHEAD ELECTRIC & TELECOM	ALUM	ALUMINUM
— (E) — (E)	OVERHEAD ELECTRIC	BG	BELOW GRADE
— (T) — (T)	OVERHEAD TELECOM	CMF	CONCRETE MONUMENT FOUND
— (G) — (G)	UNDERGROUND ELECTRIC	CMP	CORRUGATED METAL PIPE
— (D) — (D)	UNDERGROUND GAS	CONC	CONCRETE
— (M) — (M)	MAJOR CONTOUR	CR	GRATE ELEVATION
— (m) — (m)	MINOR CONTOUR	DB	DEED BOOK
— (L) — (L)	LIMITS OF TOPOGRAPHY	DIP	DISTURBED
— (F) — (F)	FENCE (AS DESCRIBED)	DI	DUCTILE IRON PIPE
— (S) — (S)	STORM PIPE	E	EASTING
— (R) — (R)	APPARENT RIGHT-OF-WAY	ESMT	EASEMENT
— (D) — (D)	DEED/PLAT LINE	FTE	FINISHED FLOOR ELEVATION
— (V) — (V)	TRAFFIC STRIPING (VARIES)	FLI	FLOW LINE ELEVATION
— (W) — (W)	SURFACE WATERS	FRIS	FLOOD RISK INFORMATION SYSTEM
		GENS	GENERATOR
		GNSS	GLOBAL NAVIGATION SATELLITE SYSTEM
		HVAC	HEATING, VENTILATION & AIR CONDITIONING
		INVT	INVERT ELEVATION
		ILGB	ILLEGIBLE
		IPFP	OPEN TOP IRON PIPE FOUND
		MNF	MAG. NAIL FOUND
		MNS	MAG. NAIL
		NAD	NORTH AMERICAN DATUM
		NAV8	NORTH AMERICAN VERTICAL DATUM
		NC	NORTH CAROLINA
		NCGS	NORTH CAROLINA GEOLOGIC SURVEY
		NCDOT	NC DEPARTMENT OF TRANSPORTATION
		NORTH	NORTHING
		NS	NATIONAL GEOLOGIC SURVEY
		NS	NAT BOOK
		PID	POINT IDENTIFICATION NUMBER (NGS)
		PRN	PARCEL IDENTIFICATION NUMBER
		PRO	PROFESSIONAL LAND SURVEYOR
		REAR	REAR FOUND WITH ID CAP
		RFB	REBAR FOUND
		RFC	REINFORCED CONCRETE PIPE
		S.R.	STATE ROAD
		SPED	SPED
		SPED	SPED
		TW	TOP OF WALL (ELEVATION)
		W	WITH
		WT	WATER
		(TYP)	TYPICAL

SYMBOLS

- (W) — (W)
- (A) — (A)
- (E) — (E)
- (T) — (T)
- (G) — (G)
- (M) — (M)
- (m) — (m)
- (L) — (L)
- (F) — (F)
- (S) — (S)
- (R) — (R)
- (D) — (D)
- (V) — (V)
- (W) — (W)



EXISTING CONDITIONS SURVEY FOR SCHNABEL ENGINEERING & THE TOWN OF LAKE LURE OF LAKE LURE DAM

DAM ID#: RUTHE-003 / NC00100

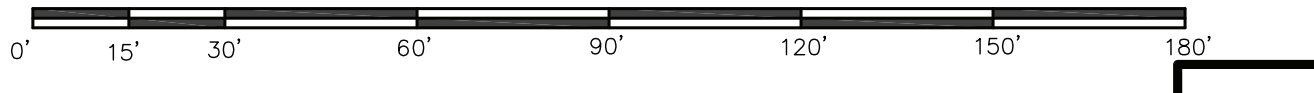
SHEET V-14: TOPOGRAPHIC SURVEY -DOWNSTREAM OF DAM-

OWNER: TOWN OF LAKE LURE
PIN: 1649749
DEED BOOK 283, PAGE 651
SEE PLAT BOOK 34, PAGE 108
TOWN OF LAKE LURE
RUTHERFORD COUNTY, NORTH CAROLINA
SCALE: 1" = 30' 12/7/2018

J. DANIEL HENRY, P.L.S. #4881

Ed Holmes & Associates
LAND SURVEYORS P.A.

300 RIDGEFIELD COURT, SUITE 301, ASHEVILLE, NC 28806
PHONE: (828) 225-6562 COMPANY LICENSE C-2806



ITEM	PRINCIPAL (11)	ASSOC. SCI (33)	SENIOR ENG. (41)	PROJECT ENG. (51)	PROJECT SCI. (53)	SR. STAFF SCI. (63)	STAFF SCI. (73)	CADD III (87)	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST			Subtotal Travel Mileage	Subtotal Travel OTAs	TOTAL ALL TRAVEL & LIVING COSTS	IN-HOUSE EQUIPMENT COSTS	TOTAL EQUIPMENT COSTS (\$01.50)	SCHNABEL LAB TESTING COSTS	TOTAL SCHNABEL LAB COSTS (\$01.30)	TOTAL OUTSIDE LAB COSTS (\$21.01)	DRILLING SUBS	TOTAL DRILLER COSTS (\$21.02)	TOTAL OTHER SUB COSTS (\$21.03)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS																						
										Mileage		OTAs															with	with	with	with	with	with	with	with	with	with	with	with	with	with	with							
										0.655	189.00																															(531.10)	(531.13)	10%	10%	10%	10%	10%
2023 Greensboro Rates																								UNIT or COST as shown in column heading																								
Task 01 - Investigation Planning																																																
E&S Plan	2.0			2.0	104.0	8.0			64.0																																							
Access Improvements Coordination (includes up to two site visits)	24.0																																															
Project Management and Stakeholder Coordination (Schnabel) (includes two meetings and six conference calls)	40.0																																															
Work Plan Development and Sub-Task Orders (Schnabel)	8.0																																															
Task 02 - Field Investigations																																																
Private Utility Clearance (TBD)																																																
Surface Geophysics - Seismic Refraction (Schnabel)	8.0	24.0																																														
Drilling and Downhole Geophysics (S&ME)																																																
Investigation Oversight (Schnabel) (includes site visits by EOR and geotech)	60.0																																															
Geologic Mapping of Exposed Bedrock (2 geologists 3 days on site)																																																
Supplemental Surveys (McKim & Creed, Includes one site visit by Schnabel and coordination)	8.0																																															
Project Management	40.0																																															
Task 03 - Laboratory Testing																																																
Laboratory Test Assignments and Shipping of Samples																																																
Soil Laboratory Testing (Blacksburg)																																																
Rock Laboratory Testing (TBD)																																																
Review and QA																																																
Project Management																																																
Task 04 - Geotechnical Data Report and Design Considerations Memo																																																
QA/QC of Field Data																																																
GDR Tables, Figures, and Appendices																																																
GDR Text																																																
Address Review Comments																																																
Design Considerations Memo																																																
Review and QA																																																
Project Management																																																
TOTAL COST	190.0	24.0	2.0	192.0	80.0	912.0	40.0	24.0	1,584.00	7,171.0	63.0			4,000.0																																		
TOTAL COST	\$ 57,570.00	\$ 5,856.00	\$ 410.00	\$ 33,984.00	\$ 14,160.00	\$ 143,184.00	\$ 5,440.00	\$ 3,480.00	\$ 288,684.00	\$ 4,696.99	\$ 11,907.00	\$ 5,166.69	\$ 13,097.70	\$ 18,264.39	\$ 4,400.00	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00	\$ 302,500.00	\$ 37,650.00	\$ 41,415.00	\$ 22,664.39	\$ 343,915.00	\$ 655,263.39																						

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

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

NOTES:

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

PROFESSIONAL SERVICES AGREEMENT

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

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

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

1. SCOPE OF SERVICES/COMPENSATION.

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

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

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

3. ENTIRE AGREEMENT.

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

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

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

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

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

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

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

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

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

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

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

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

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

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

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

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

8. ASSIGNMENT, SUBCONTRACTING.

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

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

9. TERMINATION, SUSPENSION.

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

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

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

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

10. ALLOCATION OF RISK.

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

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

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

11. INSURANCE.

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

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

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

12. INDEMNIFICATION.

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

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

13. INVOICES, PAYMENTS.

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

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

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

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

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

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

15. DISPUTE RESOLUTION.

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

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

16. FORCE MAJEURE.

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

17. SEVERABILITY.

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

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

CONSULTANT:

Schnabel Engineering South, PC

By: [Signature]

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: [Signature]

Name: Kurtis J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

June 15, 2021
Revised October 25, 2021
Revised December 29, 2021
Revised May 19, 2023

Laura Krejci
Town of Lake Lure
2948 Memorial Highway
Lake Lure, NC 28746

Subject: 18P21021.05, Partial Work Order No. 9B, Field Investigation Services for Replacement of Lake Lure Dam, Lake Lure, North Carolina

Dear Ms. Krejci:

SCHNABEL ENGINEERING SOUTH, P.C. (Schnabel) is pleased to submit this work order proposal for performance of field investigations to inform the design of a replacement for Lake Lure Dam for the Town of Lake Lure (Town). This proposal includes geotechnical investigations (partial) and surveying (partial) under Task 2 – Field Investigations, Task 3 – Laboratory Testing, and Task 4 – Geotechnical Data Report and Design Considerations Memorandum. Task 1 – Investigation Planning, and the remainder of the proposed field investigation services under Task 2 – Field Investigations, which are required to complete this phase of work, are included under a separate work order proposal (Partial Work Order No. 9A). Scope and fees for the Field Investigation were separated into two work order proposals per your request for FEMA HHPD Grant funding purposes.

BACKGROUND

On February 9, 2021, the Town adopted a policy for proceeding towards construction of a replacement dam as the preferred dam rehabilitation alternative. During the same meeting, the Town adopted a timeline to construct the replacement dam within about 10 years. This timeline was submitted to NCDEQ Dam Safety on February 19, 2021, for review and approval.

On February 26, 2021, the Town was informed that FEMA has some additional grant funding available for FY 2021 through their Rehabilitation of High Hazard Potential Dams (HHPD) program. As a result, the Town requested that Schnabel provide a scope of work for initial tasks required for the replacement dam design. Schnabel provided a scope of work for conceptual design for a replacement dam on March 5, 2021. The Town subsequently requested that Schnabel provide a scope of work to complete a geotechnical investigation and related field investigations for the replacement dam, to be submitted under the FY 2022 HHPD program.

SCOPE OF SERVICES

As indicated above, the objectives of our services proposed under this work order are to prepare, plan, perform, and report the results of a geotechnical investigation and related field investigations within the proposed footprint of the replacement dam. We have assumed that the replacement dam will consist of a roller compacted concrete (RCC) gravity dam constructed immediately downstream of the existing dam and designed to meet NCDEQ Dam Safety requirements. We understand the replacement dam will not include hydroelectric facilities at this time, but the Town may want to consider adding hydroelectric facilities to the dam in the future.

Partial Work Order No. 9A included the following scope items:

- Task 1 – Investigation Planning
- Task 2 – Field Investigations including geologic mapping, geophysical investigation, geotechnical investigation (partial), and additional topographic, bathymetric, and boring location surveys.

This proposal, Partial Work Order No. 9B, includes the following scope items:

- Task 2 – Field Investigations, including geotechnical investigation (partial) and a parcel boundary survey
- Task 3 – Laboratory Testing
- Task 4 – Geotechnical Data Report and Design Considerations Memorandum

Services for this project will be performed under the supervision of Professional Engineer(s) and Professional Geologist(s) licensed in the State of North Carolina. The scope of services for this phase of the project is described in detail in the following paragraphs.

Task 2 – Field Investigations

Geotechnical Investigation

As discussed in Partial Work Order No. 9A, a geotechnical investigation work plan will be prepared prior to execution of the investigation. Putting together such a work plan provides several benefits to the investigation team. First, the work plan requires the investigation team to think through the program details to identify potential problems and to better prepare the team, including the drilling subcontractor, before arriving on site. Second, it allows for the Owner to have a better understanding of the objectives of the program.

Prior to drilling of each of the proposed geotechnical borings, the immediate area around each of the borings will be cleared of utilities. In addition, the project area will be investigated for above ground surface features which may indicate the presence of underground utilities. If utilities are discovered, electronic designating and locating will be performed to map the utilities.

Borings will be drilled within the footprint or abutments of the proposed replacement dam. Planned locations will be a function of the selected geometric configuration for the replacement dam. Preliminary boring locations are presented in the Boring Location Plan included as Attachment 1. Please note that boring names have changed and some boring locations have been modified from those shown on a similar Boring Location Plan presented in Partial Work Order No 9A.

Borings will be drilled along the proposed replacement dam crest alignment, within the spillway outlet channel, along the toe of the dam, and at other key features of the proposed replacement dam. Spatial distribution of borings will be balanced with constraints imposed by limited access and existing features. A limited number of inclined borings will be used to target areas that are relatively inaccessible.

Select borings will be extended into the foundation soils and rock. Depths will vary between borings, but are expected to range from about 50 feet to 150 feet. Drilling of the borings will be performed by our drilling subcontractor, S&ME of Knoxville, TN. We will provide a geologist or geotechnical engineer to observe and log the drilling of the borings, in-situ testing, instrumentation installation, and collect soil and rock samples.

The exploration will include:

- 21 borings totaling approximately 1,850 linear feet of drilling, most of which is expected to be in rock. (See Boring Summary Table on the following page);
- Installation of four piezometers within select replacement dam footprint borings and post-investigation monitoring of the piezometers, as needed;
- Soil sampling using a split-spoon sampler through the Standard Penetration Test (SPT) and relatively undisturbed sampling using a thin-walled (Shelby) tube sampler;
- Hydraulic conductivity (packer) testing in rock in select borings;
- Downhole geophysics in select borings to map discontinuities and other geologic features and estimate various engineering properties of the foundation bedrock. Downhole geophysical methods may include borehole caliper, acoustic televiewer, and downhole seismic testing;
- Abandonment of non-piezometer borings with grout upon completion;
- Site restoration limited to spreading of site cuttings, repair of ruts, and seeding and mulching of disturbed areas.

A portion of the geotechnical investigation cost is included in this proposal (see section on Project Fees below). The remaining portion is included under Partial Work Order No. 9A.

Boring Summary Table

Boring	Location	Planned Depth (ft)	Inclination / Direction
B-01	Left Abutment	100	Vertical
B-01A	Left Abutment	100	Inclined 30 degrees southeast
B-02	Proposed Dam Crest, Left Side of Dam	150	Vertical
B-03	Proposed Dam Crest, Left Side of Spillway	150	Vertical
B-04	Proposed Dam Crest, Center of Spillway	150	Vertical
B-04A	Proposed Dam Crest, Center of Spillway	100	Inclined 15 degrees north
B-05	Proposed Dam Crest, Right Side of Spillway	150	Vertical
B-06	Right Abutment	50	Vertical
B-07	Mid-slope of Proposed Downstream Dam Face, Left Side of Dam	50	Vertical
B-08	Mid-slope of Proposed Downstream Dam Face, Left Side of Spillway	50	Vertical
B-09	Mid-slope of Proposed Downstream Dam Face, Center of Spillway	75	Vertical
B-10	Mid-slope of Proposed Downstream Dam Face, Right Side of Spillway	100	Vertical
B-11	Mid-slope of Proposed Downstream Dam Face, Right Side of Dam	50	Vertical
B-12	Right Abutment	100	Inclined 30 degrees north
B-12A	Right Abutment	50	Inclined 15 degrees south
B-13	Toe of Spillway, Left Side	50	Vertical
B-14	Toe of Spillway, Center	50	Vertical
B-15	Toe of Spillway, Right Side	50	Inclined 30 degrees north
B-16	Toe of Proposed Dam, Right Side	75	Vertical
B-17	Toe of Proposed Dam, Right Side	100	Vertical
B-18	Left Abutment of Existing Dam	100	Vertical

Survey

Surveying services will include a delineation of select parcel boundaries. The survey will be performed by our survey subcontractor, McKim & Creed, P.A. (M&C). The parcels whose boundaries are to be surveyed are shown on the Parcel Map included as Attachment 2. We have assumed the Town will be responsible for providing access to the survey areas as required. Property owner contact information will be provided to survey field personnel and this information will be used when approached by property owners or representatives of those parcels of land not owned by the Town. M&C will utilize existing survey control points at the site, and the survey will be performed under the direct supervision of a North Carolina Licensed Land Surveyor. Additional topographic, bathymetric, and boring location surveys are included in Partial Word Order No. 9A.

Final survey deliverables will include:

- Electronic file in AutoCAD format reflecting the boundaries of the selected parcels.
- Text file containing the survey points used in the creation of the final mapping.
- Signed and sealed boundary survey.

Task 3 – Laboratory Testing

Laboratory Testing of Soil

A suite of standard soil tests will be performed on selected soil samples collected from the abutment borings during the investigation program. A summary of the proposed testing is included in the table below.

Test Name	Estimated No. of Tests
Moisture Content (ASTM D2216)	20
Atterberg Limits (ASTM D4318)	12
Grain-Size Distribution (ASTM D422)	8
Grain-Size Distribution with Hydrometer (ASTM D4318)	4
Specific Gravity (ASTM D854)	4
Standard Proctor (ASTM D698)	2

Laboratory Testing of Rock

A suite of rock laboratory strength testing will be performed on rock core samples collected during the investigation program. A summary of the proposed testing is included in the table below.

Test Name	Estimated No. of Tests
Unconfined Compressive Strength (UCS) (ASTM D7012C)	16
Elastic Moduli of Rock in Triaxial Compression (ASTM D7012B)	4
USC with Young's Modulus and Poisson's Ratio (ASTM D7012D)	8
Direct Shear Strength of Rock Joints (ASTM D5607)	8
Direct Tensile Strength (ASTM D2936)	4
Cerchar Abrasivity Index (CAI) (ASTM D7625)	6
Thin-Section Petrographic Analysis	4
Unit Weight and Moisture Content of Rock	16

Task 4 – Geotechnical Data Report and Design Considerations Memorandum

A Geotechnical Data Report (GDR) will be prepared to document the geotechnical investigations in support of the future design, bidding, and construction of the project. The GDR will include the data collected during our subsurface exploration and laboratory testing program, a description of the local geology, and descriptions of the conditions encountered during the exploration.

We will also prepare a memorandum summarizing the key geologic and geotechnical design considerations for a replacement dam based on the results of the investigations described herein. These considerations may include dam and foundation stability, dam foundation preparation and treatment, seepage control and cutoff considerations, etc. The contents of this memorandum will be used to support the future analyses and design for the replacement dam.

EXCLUSIONS

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

- Task 1 – Investigation Planning (included under Partial Work Order No. 9A).
- Other Task 2 – Field Investigation services including geologic mapping, geophysical investigation, and additional topographic and bathymetric surveys (included under Partial Work Order No. 9A).
- Survey services beyond those described under Task 2 above.
- Evaluation of design alternatives.
- Permit fees.
- Funding acquisition support.

PROJECT FEES

Our fees are summarized by task in the table below and are for the specific scope of services detailed herein. A detailed breakdown of our fee is included as Attachment 3. 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 4.

Task	Fee Type	Fee
Task 2 - Field Investigations –Geotechnical Investigation (Partial) and Boundary Survey	Lump Sum	\$266,771
Task 3 - Laboratory Testing	Lump Sum	\$38,083
Task 4 - Geotechnical Data Report and Design Consideration Memorandum	Lump Sum	\$151,732
Total Lump Sum Fee:		\$456,586

Please note that fees included herein for Task 2 are a partial cost for this task. The remaining portion of Task 2 costs are included in Partial Work Order 9A.

SCHEDULE

We anticipate the following durations for each task outlined above in accordance with the schedule below. All tasks associated with the field investigation (i.e., Tasks 1 through 4) are included for reference.

Task	Anticipated Duration (months)
Task 1 - Investigation Planning	2-3
Task 2 - Field Investigations – Foundation Geologic Mapping, Geophysical Investigation, Geotechnical Investigation, and Surveying (Topographic, Bathymetric, Borings, and Boundary)	2-3
Task 3 - Laboratory Testing	2
Task 4 - GDR and Design Consideration Memorandum	2
Total	8-10

As stated in Partial Work Order No. 9A, we anticipate beginning Investigation Planning (Task 1) within two weeks of receiving a signed agreement for Partial Work Order No 9A and Partial Work Order No. 9B, and written notice-to-proceed. We anticipate beginning Task 3 and Task 4 within one week of completion of the geotechnical investigation portion of Task 2. Overlap between tasks is anticipated and will be performed to minimize the overall project schedule. For example, portions of the Task 4 - Geotechnical Data Report can be prepared before completion of Task 3 - Laboratory Testing.

PAYMENTS

Invoices will be submitted monthly as a percentage of completion of the lump sum fee. Payment terms will be in accordance with the Professional Services Agreement between Schnabel and the Town (Attachment 5).

GENERAL

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

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

Sincerely,

SCHNABEL ENGINEERING SOUTH, P.C.



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

BFS:JMP

Attachments:

- (1) Boring Location Plan (1 sheet)
- (2) Parcel Map (1 sheet)
- (3) Detailed Fee Breakdown (1 sheet)
- (4) Schedule of Personnel Fees (1 sheet)
- (5) Professional Services Agreement and Terms and Conditions (5 sheets)

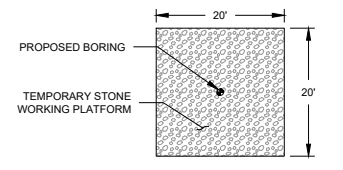
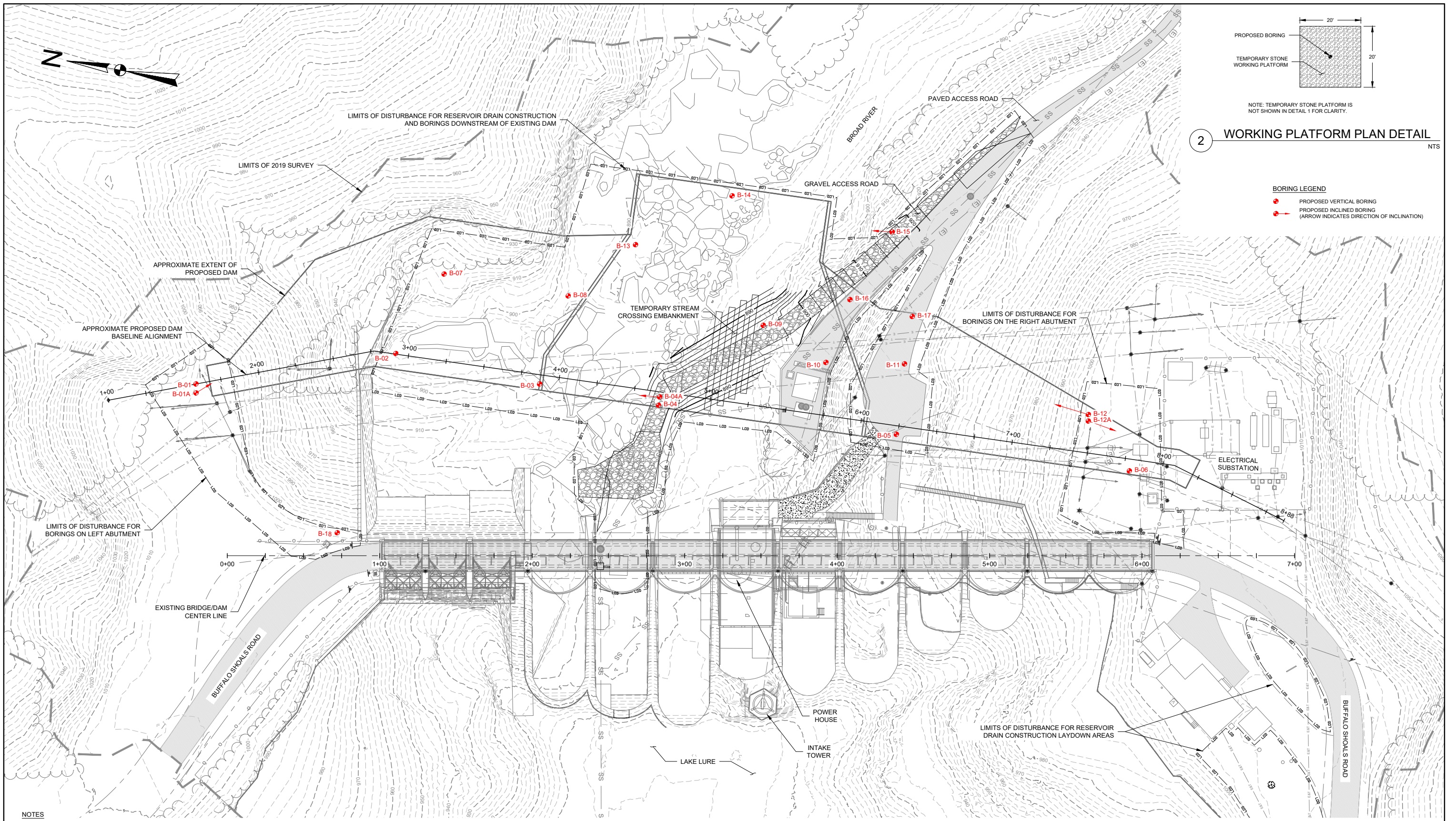
This work order proposal is:

ACCEPTED BY: _____ TOWN OF LAKE LURE, NC _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



NOTE: TEMPORARY STONE PLATFORM IS NOT SHOWN IN DETAIL 1 FOR CLARITY.

2 WORKING PLATFORM PLAN DETAIL NTS

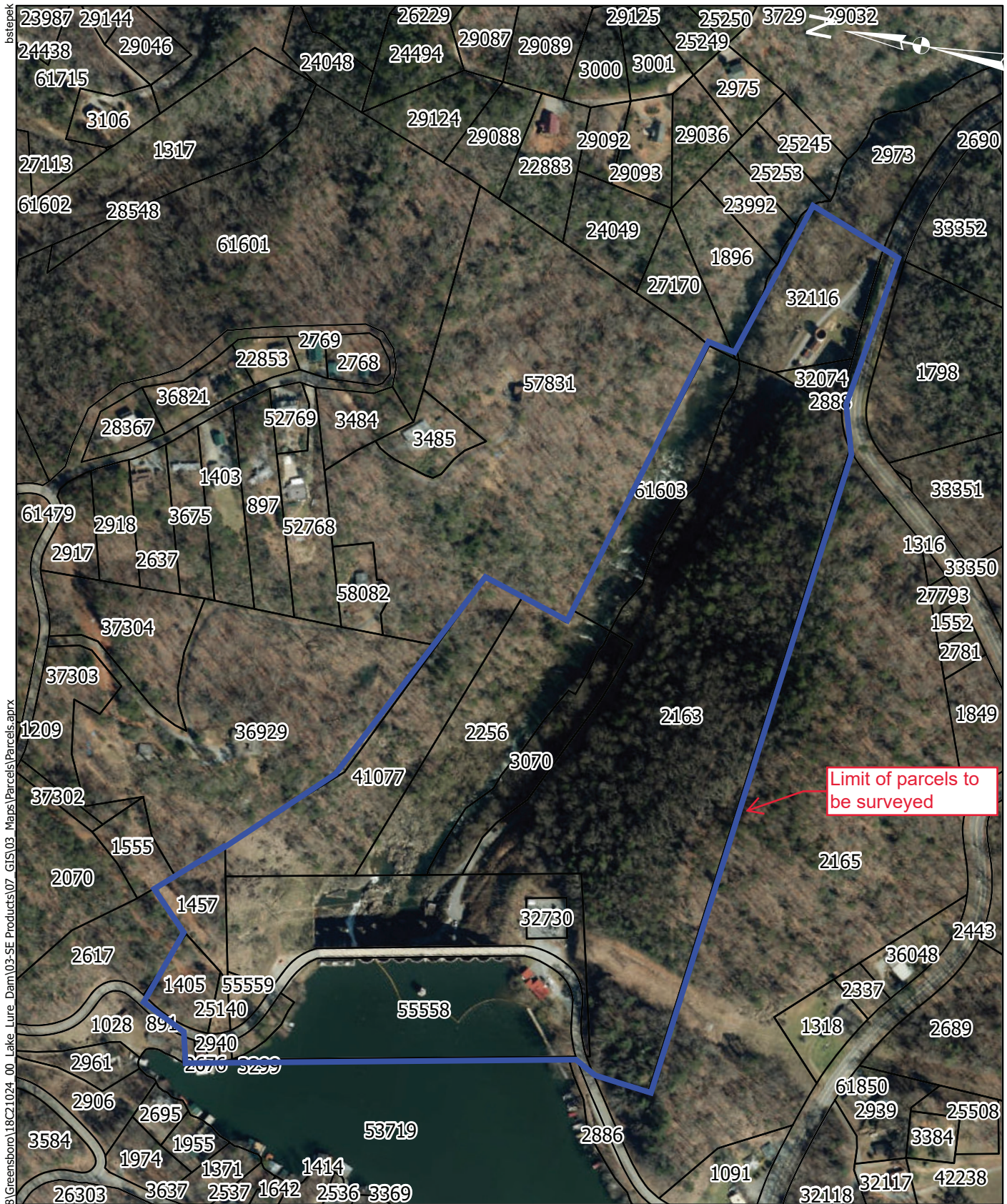
BORING LEGEND
 ● PROPOSED VERTICAL BORING
 ●→ PROPOSED INCLINED BORING (ARROW INDICATES DIRECTION OF INCLINATION)

- NOTES**
- EXISTING TOPOGRAPHY AND SITE FEATURES ARE BASED ON SURVEY PERFORMED BED HOLMES AND ASSOCIATES LAND SURVEYORS, PA DATED JANUARY 9TH, 2019. TOPOGRAPHY OUTSIDE THE SURVEY LIMITS DERIVED FROM 2015 LIDAR DATA OBTAINED FROM THE KENTUCKY DIVISION OF GEOGRAPHIC INFORMATION.
 - HORIZONTAL LOCATIONS OF CONTOURS AND SITE FEATURES ARE PLOTTED IN U.S. SURVEY FEET WITH RESPECT TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83) AND THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM (FIPS 3200). ELEVATIONS ARE REPORTED IN U.S. SURVEY FEET WITH RESPECT TO THE NORTH AMERICAN VERTICAL DATUM OF 1983 (NAVD 83).
 - LOCATIONS OF UTILITIES SHOWN ON THIS SURVEY WERE DETERMINED BY OBSERVED EVIDENCE. LOCATION OF ABOVE GROUND UTILITY APPURTENANCES, GIS INFORMATION AND UTILITY MARKINGS (PAINT, ETC.) PROVIDED BY ED HOLMES & ASSOCIATES. THESE MARKINGS WERE OBSERVED DURING THE COURSE OF THIS SURVEY, WERE FIELD LOCATED, ARE SHOWN FOR INFORMATIONAL PURPOSES, AND SHOULD BE FIELD VERIFIED IF CRITICAL. UNDERGROUND UTILITIES NOT SHOWN, MAY EXIST. STORM SEWER AND SANITARY SEWER DATA HAS BEEN COLLECTED FROM THE RIM OF THE MANHOLE WITHOUT ENTERING THE STRUCTURE. PIPE SIZES AND TYPES SHOULD BE CONSIDERED APPROXIMATE AND BE FIELD VERIFIED IF CRITICAL.

1 BORING LOCATION PLAN

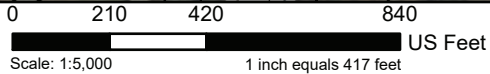


	LAKE LURE DAM TOWN OF LAKE LURE RUTHERFORD COUNTY, NORTH CAROLINA PROJECT NO. 18C21024.020	BORING LOCATION PLAN
	ATTACHMENT 1	



5/10/2023 \\gree-fs\projects\2018\Greensboro\18C21024_00_Lake Lure Dam\03-SE Products\07 GIS\03_Maps\Parcels\Parcels.aprx

Source: NC CGIA, Maxar
 Spatial Reference PCS: WGS 1984 Web Mercator Auxiliary Sphere



LAKE LURE DAM
 TOWN OF LAKE LURE
 RUTHERFORD COUNTY, NC
 PROJECT NO. 18C21024

PARCEL MAP

Attachment 2

ITEM	PRINCIPAL (11)	ASSOC. SCI. (33)	SENIOR ENG. (41)	PROJECT ENG. (51)	PROJECT SCI. (53)	SR. STAFF ENG. (61)	SR. STAFF SCI. (63)	STAFF ENG. (71)	STAFF SCI. (73)	CADD III (87)	CLERICAL / ADMIN (95)	TOTAL SE PERSONNEL TIME	TOTAL SE PERSONNEL COST		Subtotal Travel Mileage	Subtotal Travel OTAs	TOTAL ALL TRAVEL & LIVING COSTS	IN-HOUSE EQUIPMENT COSTS	TOTAL EQUIPMENT COST \$ (501.50)	SCHNABEL LAB TESTING COSTS	TOTAL SCHNABEL LAB COSTS (\$91.30)	TOTAL OUTSIDE LAB COSTS (\$21.01)	DRILLING SUBS	TOTAL DRILLER COSTS (\$21.02)	OTHER SUBCONTRACTORS	TOTAL OTHER SUB COSTS (\$21.03)	TOTAL IN-HOUSE EXPENSES	TOTAL SUBCONTRACTED EXPENSES	TOTALS																
													Mileage	OTAs																(531.10) with	(531.13) with	with	with	with	with	with	with	with	with	with	with	with	with	with	with
													\$ 0.560 Mile	\$ 185.00 Day																10% markup	10% markup	10% markup	Input \$ Below Cost	10% markup	Input \$ Below Cost	0% markup	Input \$ Below Cost	10% markup	Input \$ Below Cost	10% markup	Input \$ Below Cost	10% markup	Input \$ Below Cost	10% markup	Input \$ Below Cost
2023 Greensboro Rates UNIT or COST as shown in column heading																																													
Task 01 - Investigation Planning																																													
E&S Plan																																													
Access Improvements Coordination (includes one site visit)																																													
Project Management and Stakeholder Coordination (Schnabel) (includes two meetings and six conference calls)																																													
Work Plan Development and Sub-Task Orders (Schnabel)																																													
Task 02 - Field Investigations																																													
Private Utility Clearance (TBD)																																													
Surface Geophysics - Seismic Refraction (Schnabel)																																													
Drilling and Downhole Geophysics (S&ME)																																													
Investigation Oversight (Schnabel) (includes site visits by EOR and geotech)																																													
Geologic Mapping of Exposed Bedrock (2 geologists 3 days on site)																																													
Supplemental Surveys - Parcel Boundary (McKim & Creed)																																													
Project Management																																													
Task 03 - Laboratory Testing																																													
Laboratory Test Assignments, Shipping of Samples, and Testing Coordination																																													
Soil Laboratory Testing (Blacksburg)																																													
Rock Laboratory Testing (TBD)																																													
Review and QA																																													
Project Management																																													
Task 04 - Geotechnical Data Report and Design Considerations Memo																																													
Review, Interpretation, and QC of Field and Lab Data																																													
Boring Logs																																													
GDR Tables, Figures, and Other Appendices																																													
GDR Text																																													
Address Review Comments																																													
Design Considerations Memo																																													
Review and QA																																													
Project Management																																													
QUANTITY																																													
TOTAL COST																																													

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

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

NOTES:

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

PROFESSIONAL SERVICES AGREEMENT

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

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

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

1. SCOPE OF SERVICES/COMPENSATION.

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

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

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

3. ENTIRE AGREEMENT.

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

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

4. STANDARD OF CARE, DISCLAIMER OF WARRANTIES.

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

5. SITE ACCESS, SITE CONDITIONS, SAMPLES.

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

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

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

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

6. OWNERSHIP OF DOCUMENTS, RESTRICTIONS ON REUSE.

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

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

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

7. THIRD PARTY RELIANCE UPON DOCUMENTS.

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

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

8. ASSIGNMENT, SUBCONTRACTING.

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

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

9. TERMINATION, SUSPENSION.

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

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

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

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

10. ALLOCATION OF RISK.

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

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

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

11. INSURANCE.

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

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

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

12. INDEMNIFICATION.

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

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

13. INVOICES, PAYMENTS.

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

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

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

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

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

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

15. DISPUTE RESOLUTION.

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

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

16. FORCE MAJEURE.

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

17. SEVERABILITY.

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

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

CONSULTANT:

Schnabel Engineering South, PC

By: 

Name: Jonathan Pittman
(print)

Title: Senior Vice President

Date: September 15, 2018

CLIENT:

Town of Lake Lure

By: 

Name: Kevin J. Conkey
(print)

Title: Mayor

Date: September 15, 2018

Exhibits:

None
Rev 2018-08

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: March 27, 2024**

SUBJECT: Ordinance No. 24-03-27 Amending the Capital Project Ordinance for the Lake Lure Dam Reservoir Drain and Approving Budget Amendment #370

AGENDA INFORMATION:

Item Number: VI
Department: Finance
Contact: Stephen Ford, Finance Director
Presenter: Hank Perkins, Town Manager

BRIEF SUMMARY:

Ordinance No. 24-03-27 amends the Capital Project Ordinance for the Lake Lure Dam Reservoir Drain to begin incorporating all funds associated with the dam replacement project. This includes Schnabel 9A and 9B expenses and accounts for the 2021 FEMA grant.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To adopt Ordinance No. 24-03-27 Amending the Capital Project Ordinance for the Lake Lure Dam Reservoir Drain and Approving Budget Amendment #370.

ATTACHMENTS:

Ordinance No. 24-03-27 Amending the Capital Project Ordinance for the Lake Lure Dam Reservoir Drain and Approving Budget Amendment #370; Budget Amendment #370

STAFF'S COMMENTS AND RECOMMENDATIONS:

Staff recommends adoption.

ORDINANCE NO. 24-03-27

AN ORDINANCE AMENDING THE CAPITAL PROJECT ORDINANCE FOR THE LAKE LURE DAM RESERVOIR DRAIN AND APPROVING BUDGET AMENDMENT #370

WHEREAS, The Town Council and the Town of Lake Lure adopted the Lake Lure Dam Reservoir Drain in May of 2023 and was amended on March 25, 2024; and

WHEREAS, It has been deemed appropriate to consolidate all replacement dam related funds into a single capital project ordinance as replacement dam work is beginning to commence; and

WHEREAS, Budget Amendment #370 is associated with the transfer of funds for Schnabel Work Orders 9A and 9B related to the replacement dam field investigation services.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, NORTH CAROLINA, MEETING IN SPECIAL SESSION AND WITH A MAJORITY OF TOWN COUNCIL VOTING IN THE AFFIRMATIVE.

SECTION ONE. The Lake Lure Dam Reservoir Drain Capital Project Ordinance is hereby amended, as follows:

[ADDITIONS TO TEXT ARE UNDERLINED; DELETIONS ARE ~~STRUCK THROUGH~~]

Lake Lure Dam ~~Reservoir Drain~~ Replacement Project

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

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

SECTION THREE. *The following amounts are appropriated for reservoir drain valve portion of the dam replacement the project:*

<i>Construction Management</i>	<i>797,495</i>
<i>Value Installation</i>	<i>7,463,660</i>
<i>Project Contingency</i>	<i>746,365</i>
<i>Electrical Engineering</i>	<i>200,000</i>
<i>Total <u>Reservoir Drain Valve</u> Appropriations</i>	<i>\$ 9,207,520</i>

SECTION FOUR. *The following amounts are appropriated for the field investigative services for the dam replacement the project:*

<u>Investigation Planning</u>	<u>53,165</u>
<u>Field Investigations</u>	<u>868,869</u>
<u>Laboratory Testing</u>	<u>38,083</u>
<u>Geotechnical Data Report and Design</u>	<u>151,732</u>
<u>Total Field Investigative Services Appropriations</u>	<u>\$ 1,111,849</u>

Total Dam Replacement Project Appropriations **\$10,319,369**

SECTION FOUR FIVE. *The following revenues are available for the dam replacement project:*

<i>Dam Revenue Fund</i>	9,207,520	<u>9,939,369</u>
<u>2021 FEMA Grant</u>		<u>380,000</u>
Total Revenue	\$ 9,207,520	<u>\$10,319,369</u>

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

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

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

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

SECTION NINE TEN. *This Ordinance shall take effect upon adoption.*

SECTION TWO. Town Council hereby approves Budget Amendment #369.

SECTION THREE. This Ordinance shall take effect upon adoption.

READ, APPROVED, AND ADOPTED this _____ day of _____, 2024.

ATTEST:

Olivia Stewman
Town Clerk

Carol C. Pritchett
Mayor

Approved as to content & form:

William C. Morgan, Jr.
Town Attorney

**TOWN OF LAKE LURE
BUDGET AMENDMENT**

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

Department: Dam Replacement

Purpose: To fund for contractual services related to engineering services and FEMA reimbursement grant

Section 1. To establish

Line Item	Account Number	Amount Decrease	Amount Increase	Amended Budget
190	22-Dam		\$1,111,849.00	+ original allotment

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

Account Name: **Transfer From Dam Appropriations Fund**

Account Number: 22-398600

Amount: **\$1,111,849.000**

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

Finance Officer

Date

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

Adopted this _____ day of _____, 2024.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: March 27, 2024**

SUBJECT: Discuss RFQ for Morse Park Improvements

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The Town continues to focus the Morse Park Master Plan and how to realistically achieve the overall plan through phases and improvements. In January of this year, Town Council adopted a resolution approving the use of available funds for the Morse Park Master Plan and approving reduced scope for current phase. The scope that the Town will be pursuing at this time includes parking expansion and improvements and public restrooms. These improvements will support the growth of Morse Park as future phases are completed. Current available funds include \$884,050 in local funding, \$200,000 grant from the NC Division of Water Resources, \$26,000 Rutherford County Tourism Development Authority Trails grant, and \$100,000 grant from RHI Legacy. Total, the Town has \$1,210,050 in available funding. The total estimate costs to parking and restrooms is estimated to cost \$1,209,970.

Town Manager Hank Perkins has been working on a Request for Qualifications (RFQ) for the completion of this work. Manager Perkins plans to advertise the RFQ following Council review.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

N/A

ATTACHMENTS:

Draft RFQ

STAFF COMMENTS AND RECOMMENDATIONS:

N/A



**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING, LANDSCAPE ARCHITECTURE,
AND RELATED PROFESSIONAL SERVICES
FOR
MORSE PARK IMPROVEMENTS
(NC WATER RESOURCES)**

TOWN OF LAKE LURE, NORTH CAROLINA

Issue Date: _____, _____

Due Date: _____, _____

Time: **4:00 P.M.**

Receipt Location

Mailing Address:

Town of Lake Lure
Attention: William H. Perkins, Jr., Town Manager
P.O. Box 255
Lake Lure, NC 28746

Physical Address:

Town of Lake Lure
Attention: William H. Perkins, Jr., Town Manager
2948 Memorial Highway
Lake Lure, NC 28746

E-mail: whperkins@townoflakelure.com

Phone: 828-625-9983 ext. 101



Purpose of RFQ

The Town of Lake Lure, North Carolina (Town) invites the submittal of responses to this Request for Qualifications (RFQ) from firms qualified in the State of North Carolina to perform engineering, landscape architecture, and related professional services. The project to be designed is called Morse Park Improvements (NC Water Resources) located at 2948 Memorial Highway in Lake Lure, North Carolina.

Scope of Work

The Morse Park Improvements will add amenities to the existing park at this location, including an extension of the nature trail with connector paths and sidewalks, a new park bathroom, and additional parking.-In order to illustrate the proposed layout of the requested improvements the [Morse Park Site Plan](#) is attached to this RFQ. In addition, the executed NC Water Resources Grant Agreement is attached to show the grant terms and conditions that the project team will need to comply with throughout the project. Also, the Project Costs Sheet from the NC Water Resources Grant Application has been included to illustrate the proposed project budget.

The Town will contract with the successful firm to perform design development, construction documents, and contract administration phases. Within each phase there will be ancillary tasks including, but not limited to, permitting, bid assistance, construction observation, and other usual and customary tasks required of a professional engineering firm to take a project of this type from the end of the conceptual planning phase through design to final completion and close-out of the construction project.

Submittal Requirements

Interested firms should submit the following items in packet form to the Town for consideration:

- 1. Firm Experience and Qualifications:**

- a. Describe the Firm's qualifications as it pertains to this project. Include a description of the Firm including in-house capabilities and any outsourced services anticipated. Information should include Firm history, names and credentials of principal officers of Firm, location of home and branch offices, honors and awards (if any) and areas of specialization (if any).

- 2. Key Professionals:**

- a. Identify the key members of the team who will be directly involved in the project and list their certifications and area of expertise, outlining the specific role each will perform. Include relevant training, certifications, professional affiliations, publications (if any) and awards (if any).
 - b. Identify the Project Manager who will be responsible for the execution of work and ensuring that adequate personnel and other resources are made available for the project. Note those who will be responsible for the quality and timeliness of the Firm's performance. Include a brief resume indicating North Carolina professional registration (if applicable), experience and qualifications as it specifically pertains to this project.
- 3. Relevant Projects/References: List up to five (5) contracts, currently in progress or performed in the last five (5) years comparable to this RFQ as follows:**
- a. List only projects involving current staff. Indicate which team members were actually involved in the project and specify their role.
 - b. List a maximum of five (5) relevant projects.
 - c. Describe the services the Firm provided and the outcome of the project (on-time, on-budget, the number of and nature of change orders issued).
 - d. Provide the client name for whom services were provided and the appropriate individual who may be contacted as a representative of each client. Include phone number, email and address of contact.
- 4. Project Understanding and Approach:**
- a. Provide a description of your understanding of the scope of work and how your firm will accomplish the project.
 - b. Provide a description of your technical approach to the work, including the various technical disciplines required to complete the job.
 - c. Discuss anticipated challenges, if any.
- 5. Unit Pricing:**
- a. Provide an hourly rate sheet for all team members.

Selection Process

The Town will review the submittals from each firm using a qualifications-based selection (QBS) process. In accordance with North Carolina General Statutes, it is the intent of the Town "to select firms qualified to provide such services on the basis of demonstrated competence and qualification for the type of professional services required without regard to fee other than unit price information at this stage. The intent is to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm."

The following criteria and weighting will be used for evaluation purposes:

- Technical Approach (25%)
- Work Experience (25%)

- Firm and Staff Qualifications (25%)
- Past Performance (25%)

Following review of the submittals received, the Town may select the firm it believes to be best qualified for the proposed project. The Town reserves the right to interview a firm or firms before making a final selection. If the Town desires to perform interviews, each firm will receive notification of the date and time of the interview. Following selection, the selected firm will negotiate with the Town on fee and contract terms and conditions. If, in the sole opinion of the Town, an agreement cannot be achieved with the first respondent of choice, negotiations will proceed with the second or subsequent choice respondents until a mutually agreed contract can be negotiated.

Additional Instructions, Notifications and Information

No Gratuities – Respondents will not offer any gratuities, favors, or anything of monetary value to any official or employee of the Town for the purpose of influencing this selection. Any attempt by a Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through this solicitation, will be grounds for exclusion from the selection process.

All Information True – By submitting a response, Respondents represent and warrant to the Town that all information provided in the response submitted shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the Town for consideration in the selection process may be excluded.

Interviews – Interviews may or may not be required at the discretion of the Town.

Inquiries – Do not contact elected officials, appointed officials, or Town staff to make inquiries about the progress of the selection process. Respondents will be contacted when it is appropriate to do so. Process inquiries may be directed to Town Manager William H. Perkins, Jr. via e-mail at whperkins@townoflakelure.com or via phone at 828-625-9983.

Cost of Responses – The Town will not be responsible for the costs incurred by anyone in the submittal of responses.

Contract Negotiations – This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by the Town, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.

Contract Form – The contract form for this project will be the Town of Lake Lure Standard Agreement (attached hereto). The Town may consider the EJCDC E-500 Standard Form Agreement Between Owner & Engineer for Professional Services with modifications acceptable to the Town, in its sole discretion.

No Obligation – The Town reserves the right to: (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) require interviews or waive interviews of any kind; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the Town’s best interest; or (6) cancel or re-issue the entire RFQ.

Ownership of Work Products – Upon payment for the professional services rendered, the Town shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected Respondent pursuant to any contract under this RFQ (collectively, the “Intellectual Property”), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the Town’s name and shall be the sole and exclusive property of the Town, whether or not the work contemplated therein is performed. The Town will grant the Respondent a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

Insurance – The Respondent shall have the appropriate insurance coverage types and limits, including professional liability insurance, as may be approved by the Town in its sole discretion, and written by an insurer authorized to transact insurance in the State of North Carolina. The Town shall be listed as Certificate Holder and, where required by the Town, as additional named insured.

Submittal Instructions

The Town will receive sealed responses to this RFQ at the address set forth below until 4:00 p.m. on _____. Responses should be labeled “Morse Park Improvements – NC Water Resources Grant” on the front of the envelope. Responses must be directed to the following point of contact:

Mailing Address:

Town of Lake Lure
Attn: William H. Perkins, Jr., Town Manager

P.O. Box 255
Lake Lure, NC 28476

Physical Address:

Town of Lake Lure
Attn: William H. Perkins, Jr., Town
Manager
2948 Memorial Highway
Lake Lure, NC 28467

All questions or requests for clarification should be directed only to the Town Manager, William H. Perkins, Jr., via phone (828-625-9983 ext. 101), e-mail (whperkins@townoflakelure.com), or regular mail (P.O. Box 255, Lake Lure, NC 28746). Questions must be submitted by 5:00 p.m. on _____. Responses to questions may result in the issuance of addenda to the RFQ, and any addenda will be posted no later than _____ Week ahead of due date_____ at www.townoflakelure.com. It is the responsibility of all Respondents to check the website for addenda prior to submission. No questions will be answered after the date specified.

The Request for Qualifications document is available on the Town's website at www.townoflakeure.com/bids.

Attachments:

- Morse Park – _____ Site Plan
- Morse Park – NC Water Resources Grant Agreement
- Morse Park Improvements – Project Costs
- Town of Lake Lure Standard Agreement

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: March 27, 2024**

SUBJECT: Project Manager Updates

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Project Manager Mike Dydula will be unavailable at the time of the meeting, but a written project manager update will be available.

ATTACHMENTS:

Project Manager Update will be available at the time of the meeting.

PROJECT MANAGER REPORT

MARCH 27, 2024 WORK SESSION AND ACTION MEETING

Sewer GLS – Discussed at 3-25 meeting. Michael Dydula will be touching base with Labella and Ruby Collins end of this week to go over post meeting thoughts.

Reservoir Drain – 3rd of 14th mass concrete pours happened 3-24. Morgan will try to get 4th one complete this Friday. Currently reviewing electrical design package. As discussed could have schedule impacts. Waiting on commitment from Steel Fab on inspection and delivery date. 2 week look ahead attached and updated overall schedule attached. Will be reaching out to Schnabel on how flow of the river will be maintained when valves are closed and lake is down 20’.

Dredging – Have spoken to all but one last regulator on permitting requirements, DEQ’s DEMLR. Hope to hear from them this week. At that time Mr. Dydula will provide a report on permitting and steps required going forward. NCACE 404 group will require a permit for any dredging activity we are proposing. The town has never had this permit in the past. Looking at how to utilize mechanical over hydraulic dredging to have easier access and keep cost lower. Best case may be to utilize next seasons 20’ drawdown (depending on when and if that happens.)

When Mr. Dydula gets the last permitting req’s he can solicit an RFQ for an Engineering Firm.

NCDOT – will be reaching out next week to NCDOT and Dam Safety office on setting up a meeting to go over Dam/Bridge options. Goal is to have 1st meeting next month.

DATE: March 3/23/24
PROJECT: Lake Lure Reservoir Drain

2 Week Look Ahead

WEEK	WEEK ONE							WEEK TWO							
	DAY	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	DATE	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31	4/1	4/2	4/3	4/4	4/5	4/6
Phase 1 Pour 3 Pour/Finish															
Asphalt Entrance Into Site															
Form Work Phase 2 Pour8A															
Rebar Phase 2 Pour 8A															
Phase 2 Pour 8A Waterstop															
Phase 2 pour 8A Pour/Finish															
Phase 1 Pour 4 Rebar															
Phase 1 Pour 4 Form Work															
Phase 1 Pour 4 Waterstop															
Phase 1Pour 4 Pour /Finish															
Build Access Platform For Portal Hole															
Mount Plate For Portal Hole Tap															
Equipment															
Cat 308															
Skidsteer															

DATE: March 3/23/24
PROJECT: Lake Lure Reservoir Drain

2 Week Look Ahead

WEEK	WEEK ONE							WEEK TWO							
	DAY	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	DATE	3/24	3/25	3/26	3/27	3/28	3/29	3/30	3/31	4/1	4/2	4/3	4/4	4/5	4/6
Lull															
3- Light Plants															
Material															
Concrete Mix Design 467H886Y															
Inspections															
Concrete Testing															
Rebar Inspection															

Activity ID	Activity Name	Duration	Start	Finish	Total Float	2024											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
ToLL - Lake Lure Dam Reservoir Drain		166d	11-Dec-23 A	20-Sep-24	0d	▼ 20-Sep-24, ToLL - Lake Lure Dam Reservoir Drain											
A1870	Lake Draw Down	121d	01-Jan-24 A	30-Apr-24	-1d	Lake Draw Down											
A1590	Contract Substantial Complete	0d		31-Aug-24*	0d	◆ Contract Substantial Complete											
A1350	Substantial Complete	0d		02-Sep-24	-2d	◆ Substantial Complete											
A1420	Startup & Commissioning	8d	04-Sep-24	16-Sep-24	4d	■ Startup & Commissioning											
A1360	Project Complete	0d		18-Sep-24	2d	◆ Project Complete											
A1710	Contract Project Complete	0d		20-Sep-24*	0d	◆ Contract Project Complete											
Procurement		141d	15-Dec-23 A	10-Jul-24	39d	▶ 10-Jul-24, Procurement											
Upstream		96d	15-Dec-23 A	06-May-24	39d	▶ 06-May-24, Upstream											
A1690	Trash Rack Submittal Approvals	70d	15-Dec-23 A	29-Mar-24	39d	■ Trash Rack Submittal Approvals											
A1020	Precast Portal Fabrication	50d	15-Jan-24 A	22-Mar-24	14d	■ Precast Portal Fabrication											
A1580	Bulkhead and Portal Fit/Leak Test & Delivery	5d	25-Mar-24	29-Mar-24	14d	■ Bulkhead and Portal Fit/Leak Test & Delivery											
A1700	Trash Rack Fabrication & Delivery	26d	01-Apr-24	06-May-24	39d	■ Trash Rack Fabrication & Delivery											
Downstream		140d	18-Dec-23 A	10-Jul-24	39d	▶ 10-Jul-24, Downstream											
A1750	Rebar Fabrication & Delivery	44d	18-Dec-23 A	23-Feb-24 A		■ Rebar Fabrication & Delivery											
A1040	72" Reservoir Pipe Fabrication & Delivery	111d	20-Dec-23 A	31-May-24	6d	■ 72" Reservoir Pipe Fabrication & Delivery											
A1620	Valve Access Platforms Design & Shop Drawings	20d	07-May-24	04-Jun-24	39d	■ Valve Access Platforms Design & Shop Drawings											
A1890	Valve Access Platforms Fabrication & Delivery	25d	05-Jun-24	10-Jul-24	39d	■ Valve Access Platforms Fabrication & Delivery											
Construction		164d	11-Dec-23 A	18-Sep-24	2d	▶ 18-Sep-24, Construction											
Upstream		89d	11-Apr-24	10-Sep-24	6d	▶ 10-Sep-24, Upstream											
A1510	Modify Morse Park Bank/Ramp for Crane/Barge Access	5d	11-Apr-24	19-Apr-24	-1d	■ Modify Morse Park Bank/Ramp for Crane/Barge Access											
A1050	Mobilize Crane/Barges	6d	19-Apr-24	30-Apr-24	-1d	■ Mobilize Crane/Barges											
A1520	Layout Portal Location	1d	30-Apr-24	01-May-24	-1d	■ Layout Portal Location											
A1060	Set Precast Portal/Bulkhead	11d	01-May-24	22-May-24	-1d	■ Set Precast Portal/Bulkhead											
A1260	Install Trash Rack and Screw Jack	6d	22-May-24	30-May-24	50d	■ Install Trash Rack and Screw Jack											
A1430	Demobilize Crane/Barges	4d	30-May-24	07-Jun-24	50d	■ Demobilize Crane/Barges											
A1460	Actuate Valves/Portal for Startup	3d	04-Sep-24	10-Sep-24	6d	■ Actuate Valves/Portal for Startup											
Downstream		164d	11-Dec-23 A	18-Sep-24	2d	▶ 18-Sep-24, Downstream											
Sewer Line		20d	20-Jan-24 A	08-Feb-24 A		▼ 08-Feb-24 A, Sewer Line											
A1110	Concrete Piers for Sanitary Sewer Line	20d	20-Jan-24 A	08-Feb-24 A		■ Concrete Piers for Sanitary Sewer Line											
Access and Backfill		164d	11-Dec-23 A	18-Sep-24	2d	▶ 18-Sep-24, Access and Backfill											
A1140	Excavate/Clean Bay 5 to Competent Rock - Phase 1 & 2(A)	22d	11-Dec-23 A	13-Feb-24 A		■ Excavate/Clean Bay 5 to Competent Rock - Phase 1 & 2(A)											
A1180	Concrete Fill to Competent Rock - Phase 1, Pour 1a	2d	14-Feb-24 A	16-Feb-24 A		■ Concrete Fill to Competent Rock - Phase 1, Pour 1a											
A1160	Drill Dowels into Competent Rock - Phase 1	8d	19-Feb-24 A	01-Mar-24 A		■ Drill Dowels into Competent Rock - Phase 1											
A1540	Concrete Fill to Competent Rock - Phase 2, Pour 1b	4d	19-Feb-24 A	23-Feb-24 A		■ Concrete Fill to Competent Rock - Phase 2, Pour 1b											
A1500	Drill Dowels into Competent Rock - Phase 2(A)	3d	04-Mar-24 A	06-Mar-24 A		■ Drill Dowels into Competent Rock - Phase 2(A)											
A1970	Excavate/Clean Bay 5 to Competent Rock - Phase 2(B)	3d	26-Jul-24	01-Aug-24	-1d	■ Excavate/Clean Bay 5 to Competent Rock - Phase 2(B)											
A1980	Drill Dowels into Competent Rock - Phase 2(B)	4d	01-Aug-24	08-Aug-24	-1d	■ Drill Dowels into Competent Rock - Phase 2(B)											
A1400	Coarse Aggregate Backfill - Phase 2	4d	16-Aug-24	22-Aug-24	2d	■ Coarse Aggregate Backfill - Phase 2											
A1470	Restore Site	10d	22-Aug-24	09-Sep-24	2d	■ Restore Site											
A1600	Restore Roadways	5d	09-Sep-24	18-Sep-24	2d	■ Restore Roadways											
Phase 1 Encasement		81d	02-Mar-24 A	16-Jul-24	-1d	▶ 16-Jul-24, Phase 1 Encasement											
A1170	Geotextile, Stone and PVC Drain Lines	1d	02-Mar-24 A	04-Mar-24 A		■ Geotextile, Stone and PVC Drain Lines											
A1190	Concrete Encasement - Phase 1, Pour 2	5d	06-Mar-24 A	13-Mar-24 A		■ Concrete Encasement - Phase 1, Pour 2											
A1200	Concrete Encasement - Phase 1, Pour 3	6d	22-Mar-24	02-Apr-24	0d	■ Concrete Encasement - Phase 1, Pour 3											
A1210	Concrete Encasement - Phase 1, Pour 4	6d	03-Apr-24	10-Apr-24	0d	■ Concrete Encasement - Phase 1, Pour 4											
A1150	Drill Pilot Hole for Portal Centerline	8d	08-Apr-24*	18-Apr-24	6d	■ Drill Pilot Hole for Portal Centerline											

■ Remaining Level of Effort
 ■ Actual Work
 ■ Remaining Work
■ Actual Level of Effort
 ■ Critical Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Duration	Start	Finish	Total Float	2024											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
A1660	Concrete Encasement - Phase 1, Pour 5	6d	11-Apr-24	19-Apr-24	0d			█									
A1220	Concrete Encasement - Phase 1, Pour 6	6d	23-Apr-24	30-Apr-24	0d			█									
A1560	Pour 6 Cure Time & Wreck Forms	5d	01-May-24	09-May-24	0d			█									
A1550	Scaffold Access to Portal Penetration	2d	10-May-24	13-May-24	4d												
A1240	Sawcut Portal Penetration	12d	22-May-24	11-Jun-24	-1d				█								
A1250	Install Reservoir Drain Pipe - Phase 1	12d	11-Jun-24	03-Jul-24	-1d					█							
A1080	Pump Grout - Annular Space at Portal	4d	03-Jul-24	10-Jul-24	-1d						█						
A1630	Paint/Coatings (Field Welds) - Reservoir Drain - Phase	5d	03-Jul-24	11-Jul-24	2d						█						
A1230	Concrete Encasement - Phase 1, Pour 7 (SCC Mix)	4d	10-Jul-24	16-Jul-24	-1d						█						
Phase 2(A) Encasement		104d	15-Mar-24	04-Sep-24	3d												
A1280	Concrete Encasement - Phase 2 - Pour 8B	5d	15-Mar-24*	21-Mar-24	0d		█										
A1270	Concrete Encasement - Phase 2 - Pour 8A	5d	01-May-24	09-May-24	35d			█									
A1370	Set Knife Gate Valve	3d	16-Jul-24	22-Jul-24	-1d						█						
A1390	Install Reservoir Drain Pipe - Phase 2	7d	16-Jul-24	26-Jul-24	-1d						█						
A1640	Paint/Coatings - Reservoir Drain - Phase 2	5d	26-Jul-24	06-Aug-24	0d						█						
A1310	Concrete Encasement - Phase 2 - Pour 9A	5d	30-Jul-24	07-Aug-24	0d						█						
A1320	Concrete Encasement - Phase 2 - Pour 9B	5d	07-Aug-24	15-Aug-24	0d						█						
A1330	Concrete Encasement - Phase 2 - Pour 10A	5d	15-Aug-24	22-Aug-24	0d						█						
A1340	Concrete Encasement - Phase 2 - Pour 10B	5d	22-Aug-24	29-Aug-24	0d						█						
A1570	Erect Access Platforms at Gate Valves	3d	29-Aug-24	04-Sep-24	3d						█						
Phase 2(B) Encasement		15d	08-Aug-24	02-Sep-24	2d												
A1290	Concrete Encasement - Phase 2(B) - Pour 8C	5d	08-Aug-24	16-Aug-24	-1d						█						
A1410	Electrical to Valves - Raceway and Cables	8d	15-Aug-24	27-Aug-24	-1d						█						
A1960	Install Reservoir Drain Pipe - Phase 2(B)	3d	16-Aug-24	21-Aug-24	-1d						█						
A1300	Concrete Encasement - Phase 2(B) - Pour 11	5d	21-Aug-24	28-Aug-24	4d						█						
A1380	Set Jet Flow Gate Valve	3d	21-Aug-24	26-Aug-24	-1d						█						
A1480	Power Source and PLC Tie-Ins @ Powerhouse	5d	23-Aug-24	02-Sep-24	-1d						█						

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: March 27, 2024**

SUBJECT: Town Manager Updates

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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

ATTACHMENTS:

Town Manager Updates will be available at the time of the meeting.

Town Manager's Update

March 27th, 2024 Council Work Session

- [Lake Lure/Chimney Rock Village Gateway project](#). – Expansion of pedestrian amenities for non-vehicular traffic by way of a sidewalk along 74/64/9 between the Lake Lure Flowering Bridge and downtown Chimney Rock.

As reported last month, we are still awaiting approvals of the grant request by the RPO from the State Planning Office of the NCDOT.

- [Green Space Planning](#) – The project kick-off for the Green Space Master Plan has been scheduled with McGill for Thursday, April 4th.
- [Lease Agreement at 2654 Memorial Highway \(Old ABC Store\)](#) – Council met with both Paul Brock and Wade Oppliger and reviewed a final draft for the leasing of the building and portions of the adjoining property in Poole Creek Park where they will be operating a concession agreement for non-motorized paddle activities.

A final draft was arrived at by both the Town and the proposed Lessees and the Council approved a resolution that advised that the Town Council will be considering approval of the lease at its work session on Wednesday, April 24th. The notice was required to be made at least 30 days ahead of the date that Council would consider approval of the last as it is a lease of 10 years total in length.

We have received one of the Certificates of Insurance

- [Workforce Housing](#) - We have been involved with workforce housing as an initiative for the Town of Lake Lure to become involved with. We have had numerous meetings with various individuals who have an interest or a stake in future discussions of workforce housing.

Micheal Williams, Community Development met with Neil Gurney of Gateway Wellness Foundation on Thursday, February 29th for the review of prospective site locations in Lake Lure for a potential project.

Mr. Gurney has returned a report on his initial review of the project sites discussed and staff is currently providing some preliminary review.

- [Water System AIA](#) – Lake Lure has received the initial grant offer. We are working on a scope of the work to be performed under the Water AIA Grant that is currently being reviewed by the NCDEQ. Once this is done and we receive approval of this, the state will issue the “funding offer” and information package for our signature and approval.
- [Lead Service Line Inventory](#) – Still awaiting official offer of funding from the state for the lead service line funding. The Town Council has previously tentatively approved a task order with LaBella for the work to be conducted under the inventory phase.
- [Lake Director Advertisement](#) – The job advertisement has been sent for the Lake Director recruitment process. Following the mandatory internal posting requirement, we have sent it for advertisement to the NCLM League “League Letter, NC Works, The NC Association of County Commissioners and Indeed.

**LAKE LURE TOWN COUNCIL
AGENDA ITEM REQUEST FORM
Meeting Date: March 27, 2024**

SUBJECT: Discuss the Comprehensive Plan

AGENDA INFORMATION:

Item Number: X
Department: Various
Contact: Hank Perkins, Town Manager
Presenter: Various

BRIEF SUMMARY:

Town Council has been in the process of reviewing the 2007-2027 Comprehensive Plan and 2015 Plan updates. Council will discuss their findings and recommended steps towards updating the plan and preparing for the future Comprehensive Plan, as the current plan comes to an end in three years.

ATTACHMENTS:

The Comprehensive Plan and 2015 updates are available at <https://www.townoflakelure.com/community/page/town-lake-lure-2007-2027-comprehensive-plan> or <https://www.townoflakelure.com/documents>.

**LAKE LURE TOWN COUNCIL
AGENDA REQUEST FORM
Meeting Date: March 27, 2024**

SUBJECT: Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Waiver of the Noise Regulation, Chapter 20 Article II; and approval for partial road closure for the Hickory Nut Gorge (HNG) Outreach 2024 Spring Lake Lure Arts and Crafts Festival scheduled for May 11-12, 2024 in front of the Arcade Building.

AGENDA INFORMATION:

Agenda Location: XI – Review Event Requests
Item Number: A
Department: Administration
Contact: Matt Dolan, HNG Outreach Event Coordinator
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

In the past, Town Council has suspended Chapter 8 Article II: “Peddlers” of the Lake Lure Code of Ordinances and waived the Noise Ordinance, Chapter 20 Article II, for the Hickory Nut Gorge Outreach event being held on Town property. The festival will feature onsite displays, live music, and local food. The event serves as the major fundraiser for HNG Outreach. HNG Outreach is a nonprofit organization that provides food and outreach services to low-income families throughout the Gorge. HNG Outreach is requesting the following:

- 1) Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances
- 2) Wavier of the Noise Ordinance, Chapter 20 Article II
- 3) Approval of partial road closure for Bottomless Pools Road (Between Memorial Highway and Arcade Street.)

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances; Waiver of the Noise Regulation, Chapter 20 Article II; and approval for partial road closure for the Hickory Nut Gorge (HNG) Outreach 2024 Spring Lake Lure Arts and Crafts Festival scheduled for May 11-12, 2024 in front of the Arcade Building.

STAFF’S COMMENTS AND RECOMMENDATIONS:

To approve the following:

- 1) Suspension of Peddlers Ordinances
- 2) Wavier of Noise Ordinance
- 3) Approval of partial road closure for Bottomless Pools Road (Between Memorial Highway and Arcade Street.)

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 27, 2024**

SUBJECT: 2024 Lake Lure Spring Classic Boat and Auto Show Request for Waivers / Council Approval

AGENDA INFORMATION:

Agenda Location: XI – Review Event Requests
Item Number: B
Department: Communications-Events/Parks, Recreation, & Lake
Contact: Sonya Ledford, General Manager, Lake Lure Tours
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Lake Lure Tours, Inc. will be hosting the annual Lake Lure Spring Classic Boat and Auto Show on May 17-18, 2024 in coordination with the Blue Ridge Chapter of the Antique and Classic Boat Society and the Greater Smoky Mountains Region of the Antique Automobile Club of America. The events are sponsored by Lake Lure Tours, Inc. and The 1927 Lake Lure Inn & Spa, LLC in coordination with the Town of Lake Lure. The 1927 Lake Lure Inn & Spa will host a Cokout at the Lake Lure Beach Pavilion on Friday, May 17, 2024 with tickets sold for dinner, as well as a cash bar.

The following requests are being made:

- 1) Waiver of Chapter 8 Article II: “Peddlers” of the Code of Ordinances on the following dates and times.
 - a. Friday, May 17, 6pm – 10pm for a for a Cookout at the Beach Pavilion
 - b. Saturday, May 18, 10am – 4pm for the Boat and Auto Show
- 2) Waiver of the requirement for a daily boat permit for those participating in the Boat Show. (Note that registration requires proof of insurance and valid registration.)
- 3) Suspension of the Town Alcohol Ordinance for Friday, May 17, 2024 – 6:00pm – 8:00pm for the Cookout at the Beach Pavilion
- 4) Wavier of the Noise Ordinance, Chapter 20 Article II
 - a. Friday, May 17, 6pm – 8pm for a for a Cookout at the Beach Pavilion
 - b. Saturday, May 18, 10am – 4pm for the Boat and Auto Show

To support the event, the car show vendors will set up in Town Center and arrangements are being made to accommodate the cars in the auto show and visitor parking. A request is made for the following:

- 5) Close public parking along beach from Pool Creek to the Waterpark, which will be open for event show cars only. Cars will be spaced with ½ of a parking space between them for viewing purposes.
- 6) Allow vehicles & boat trailers on the beach in coordination with event host and concessionaire.
- 7) Allow temporary signage on the street in the event site for the auto show.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the following requests:

- 1) Waiver of Noise Ordinance
- 2) Waiver of requirement for daily boat permits
- 3) Suspension of Alcohol Ordinance
- 4) Suspension of Peddling Ordinance
- 5) Close public parking along the Beach from Pool Creek to the water park Friday, May 17 – Saturday, May 18, 2024.
- 6) Allow vehicles & boat trailers on the Beach for display
- 7) Allow temporary signage on the street at the event site for the auto show.

STAFF’S COMMENTS AND RECOMMENDATIONS:

Staff recommends approval of these requests noted above.

**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 27, 2024**

SUBJECT: A waiver and suspension of Town Ordinances for the Lake Lure Farmer’s Market scheduled for Fridays starting in 5/3/24 through 10/25/24.

AGENDA INFORMATION:

Agenda Location: XI – Review Event Requests
Item Number: C
Department: Administration
Contact: Veronica Piper, Lake Lure Farmers Market Manager
Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

Rutherford Barn will host the Lake Lure Farmers Market on Friday’s from 4:00 – 7:00 PM in Morse Park starting in 5/3/24 through 10/25/24.

- The event will be held in the grassy area in Morse Park, just to the right of the Welcome Center.
- They are expected to have approximately 30 vendors each week.
- A food truck will be included along with music and these will be stationed on the cement pad just to the right of the Welcome Center.
- Parking will be blocked off for vendors in the spaces just in front of the grassy area of Morse Park, to the right of the electric car charger.
- Traffic will not be impact this year.
- The layout for the event is illustrated in the attached diagram.

Advance Approvals:

- An Entertainment Event Permit Application has been approved for this event.
- A Fabric Structures Permit Application has also been approved for the event. The Tents and set-up will be inspected by the Fire Department each Friday to ensure safety.

Request:

The purpose of this request is for the following:

- Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances.

RECOMMENDED MOTION AND REQUESTED ACTIONS:

The Events Team recommends approval of the following:

- Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances.

STAFF’S COMMENTS AND RECOMMENDATIONS:

Approval is recommended for:

- Waiver of the Noise Regulation, Chapter 20 Article I Sec. 20-28 of the Noise Regulation.
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances.



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Food Trucks and Music on Cement

Relocated to Cement Parking

Cash Points ATM

Lake Lure Tours
Temporarily closed

Town Center Walkway

Google

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**LAKE LURE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 27, 2024**

SUBJECT: Waivers and suspension of the following for the Cycle NC Event scheduled for 2025.

The Town will hosts check-in on Saturday (10/4/25) beginning at noon, and then the ride leaves Town on Sunday morning (10/5/25). The purpose of this request is for the following:

- Waiver of fees for use of Municipal Hall, Morse Park, and the Gazebo/Pavilion
- Waiver of the “Noise Regulation”, Chapter 20 Article II
- Suspension of Chapter 36 of the Zoning Regulations: “Campgrounds” and “Camping”
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances

AGENDA INFORMATION:

Agenda Location: XI – Review Event Requests

Item Number: D

Department: Administration

Contact: Chip Hofler Vice President, North Carolina Amateur Sports

Presenter: Laura Krejci, Communications Director

BRIEF SUMMARY:

The Town of Lake Lure has been asked to host for the Cycle North Carolina Mountain to Coast Ride in coordination with Rutherford County Tourism Development Authority. Some cyclists will come in on Friday and the rest will arrive Saturday. Cycle NC would bring in portajohns, shower trailers and all of their gear/supplies.

The primary requests from Cycle NC include:

- 1) Campsite
- 2) Welcome tent staffed from 12pm-6pm on Saturday, 10/4/24
- 3) Meals: A place to host dinner that evening and breakfast the next morning for 150-200 folks. The 1927 Lake Lure Inn and Spa has been consulted to assist with this request.
- 4) Infrastructure: water supply for showers, drain for showers, power at the campsite, indoor room as a safe shelter.

The event is expected to bring in over 200 cyclers and their family members to Lake Lure and it is expected to have a positive impact on the economy and the community.

Cycle NC is requesting a waiver or suspension of the following in support of this event:

- Waiver of fees for use of Municipal Hall, Morse Park, and the Gazebo/Pavilion
- Waiver of the “Noise Regulation”, Chapter 20 Article II
- Suspension of Chapter 36 of the Zoning Regulations: “Campgrounds” and “Camping”
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances

RECOMMENDED MOTION AND REQUESTED ACTIONS:

To approve the following waiver and suspensions in support of the Cycle NC Event on Saturday (10/4/25) beginning at noon, until the ride leaves Town on Sunday morning (10/5/25).

- Waiver of Fees for use of Municipal Hall, Morse Park, and the Gazebo/Pavilion
- Waiver of the “Noise Regulation”, Chapter 20 Article II
- Suspension of Chapter 36 of the Zoning Regulations: “Campgrounds” and “Camping”
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances
- Suspension of Section 8-115 of the Code of Ordinances Town of Lake Lure Alcohol Ordinance

FUNDING SOURCE:

The Town of Lake Lure will apply for a grant from the Rutherford County Tourism Development Authority to support the event if expenses are incurred. As it stands, Cycle NC is covering the cost of their meals.

ATTACHEMENTS:

None.

STAFF’S COMMENTS AND RECOMMENDATIONS:

Approval the following waiver and suspensions in support of the Cycle NC Event:

- Waiver of Fees for use of Municipal Hall, Morse Park, and the Gazebo/Pavilion
- Waiver of the “Noise Regulation”, Chapter 20 Article II
- Suspension of Chapter 36 of the Zoning Regulations: “Campgrounds” and “Camping”
- Suspension of Chapter 8 Article II: “Peddlers” of the Code of Ordinances

XI

CLOSED SESSION

In accordance with G.S. 143-318.11 (a) (6) for the purpose of discussing personnel matters.

XII

ADJOURNMENT