

RESOLUTION NO. 18-04-10E
REACTIVATING THE RENOVATION OF THE COMMERCIAL CENTER
LOCATED AT 2564 MEMORIAL HIGHWAY,
LAKE LURE, NORTH CAROLINA

WHEREAS, Town Council reached consensus at its retreat held at the Tryon International Equestrian Center on February 7, 2018 recognizing the Strip Center Renovation Project ("Project") has stalled and is in need of being reset/reactivated; and

WHEREAS, Town Council now expresses the desire to move forward with the Project; and

WHEREAS, Town officials have made specific relevant discoveries since said retreat as follows:

- Project scope expanded beyond original scope;
- Plans created by Design Z were based on this expanded scope;
- Remaining funds (approximately \$155,000) available are insufficient to implement plans created by Design Z;
- A 30" culvert carrying live water is approximately 80% full and in need of repair and/or replacement;
- A change in town management facilitated delay in the project and confusion among stakeholders about the expanded project scope; and

WHEREAS, Town Council recognizes the possible legal concerns regarding the use of Design Z plans as part of a Request for Proposal; and

WHEREAS, Town Council recognizes the need to facilitate communication between the following Stakeholders:

- Town Council
- ABC Board
- Asset Management Advisory Board; and

WHEREAS, Town Council recognizes the need to return to original Project scope; and

WHEREAS, Town Council recognizes the need to commission an architect to create modified plans based on the original Project scope; and

WHEREAS, Town Council recognizes the need to secure accurate Project costs; and

WHEREAS, Town Council recognizes the need to reset the Project and clearly define parameters and corresponding next steps; and

WHEREAS, Town Council recognizes a higher and better use for lakefront property in the Town Center located at 2654 Memorial Highway; and

WHEREAS, Town Council recognizes the need to stimulate commercial growth and development along the East Gateway into the Lake Lure Town Center; and

WHEREAS, Town Council recognizes the adopted 2007-2027 Comprehensive Plan and Town Center Master Plan provide guidance on growth and development regarding the Town Center Gateways; and

WHEREAS, Town Council recognizes the Strip Center located at 2564 Memorial Highway is accessible to boaters, pedestrians and motorists alike; and

WHEREAS, Town Council recognizes the Strip Center has ample parking for multiple uses and is acutely visible from Memorial Highway; and

WHEREAS, Town Council recognizes the importance of keeping anchor businesses in the Town Center; and

WHEREAS, Town Council recognizes the need to serve the current market and associated customers in the same general area that the ABC Store now serves; and

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

SECTION 1. Town Council of the Town of Lake Lure, North Carolina, does hereby appoint a Steering Committee of stakeholders to coordinate and provide guidance for the duration of the Strip Center Renovation Project and ABC Store relocation effort made up of the following members:

- Kevin Cooley, Mayor;
- John Kilby, Commissioner;
- Charlie Ellis, AMAB Chair;
- Ron Nalley, Town Manager;
- Tony Brodfuhrer, ABC Board Chair; and
- Shannon Baldwin, Community Development Director

SECTION 2. Town Council now adopts the original Project scope recognized as follows:

- Replace Roof;
- Replace Mansard (Terracotta/Red);
- Repair parking lot;
- Replace front sidewalk;
- Renovate interior (plumbing, Electric, HVAC, Doors, Windows, Flooring, Walls) to accommodate relocation of the ABC Store;
- Resolve Stormwater drainage concerns (downspouts and drainage basins, etc.);
- Up-fit ABC Store;
- Add new signage; and

- Execute a long-term lease for the ABC Store occupancy.

SECTION 3. Town Council directs the live water drainage concerns running through 30" culvert on-site be adequately addressed.

SECTION 4. Town Council adopts the attached Strip Center floor area allocation plan (Attachment A) and petitions the Steering Committee to use it as guidance when working with the Architect and Construction Estimator.

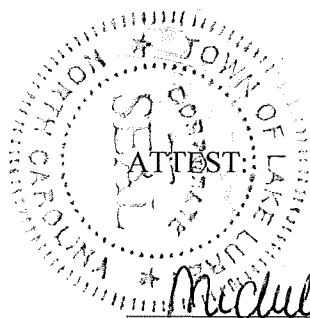
SECTION 5. Town Council adopts the attached General Work Plan / Schedule (Attachment B) and petitions the Steering Committee to use it as general guidance as it oversees and implements this project.

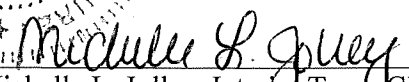
SECTION 6. Town Council authorizes the Town Manager to execute a professional services agreement with Brady Trakas Architecture for architectural services as defined in their April 2, 2018 letter proposal (Attachment C) and including additional sub-consultant services for mechanical, electrical and plumbing design to be provided to Brady Trakas Architecture by the Sims Group as defined in the Sims Group's April 6, 2018 letter to Brady Trakas Architecture (Attachment E). This agreement shall have a not to exceed fee limitation of **\$15,000** for all services provided by Brady Trakas Architecture on this project.

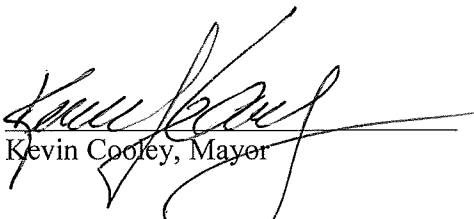
SECTION 7. Town Council approves the attached agreement (Attachment D) with the Construction Estimator, Maple Leaf Design and Build in an amount not to exceed \$750 and directs said firm to use plans generated by said Architect to generate accurate construction costs and authorizes the Town Manager to execute the agreement.

SECTION 8. Town Council agrees to review costs as provided by said Construction Estimator and agrees to consider setting a new budget to fully implement plans created by said Architect.

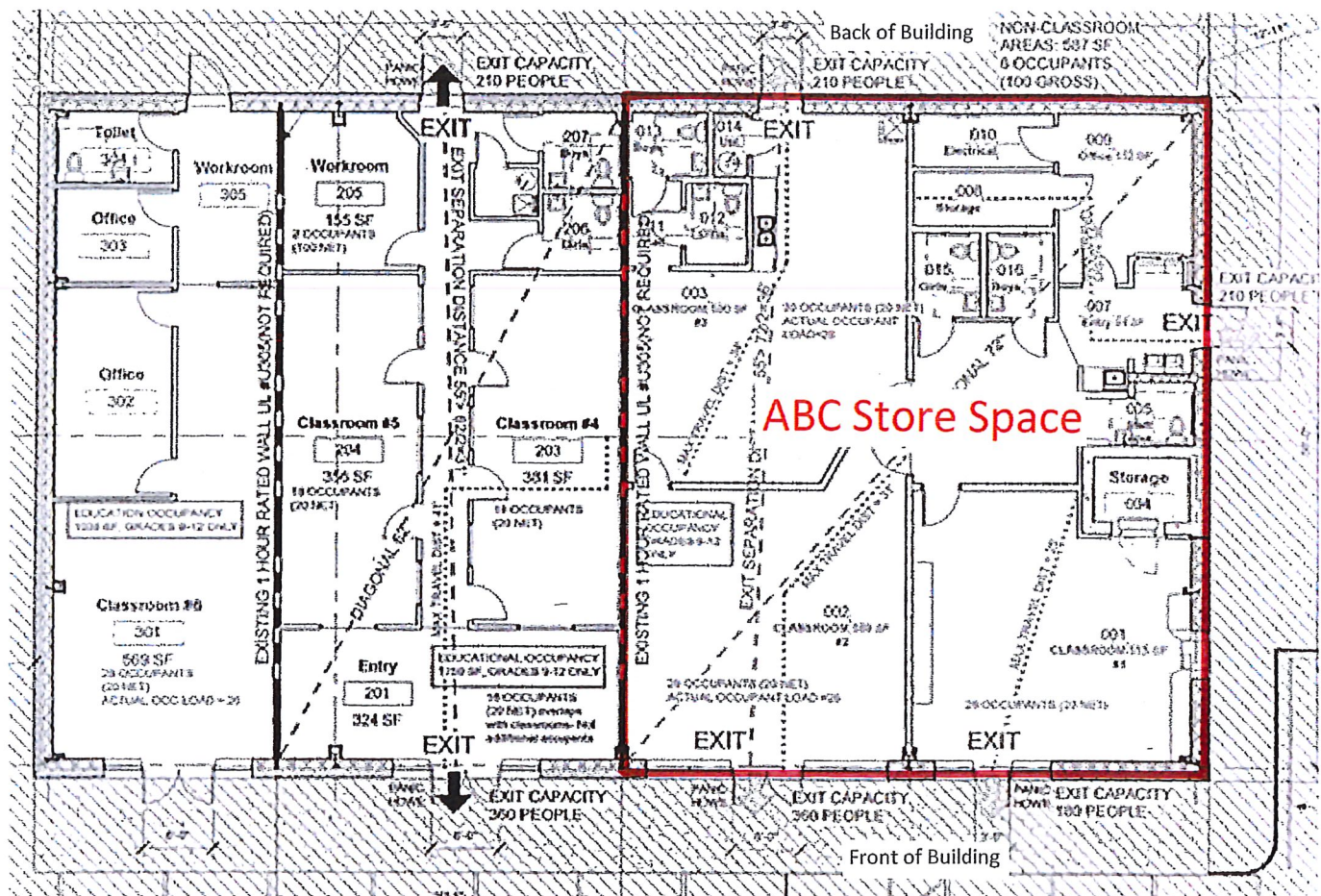
Adopted this 10th day of April, 2018.




Michelle L. Jolley, Interim Town Clerk


Kevin Cooley, Mayor

Attachment A



Attachment B

STRIP CENTER RENOVATION / ABC STORE RELOCATION PPROJECT

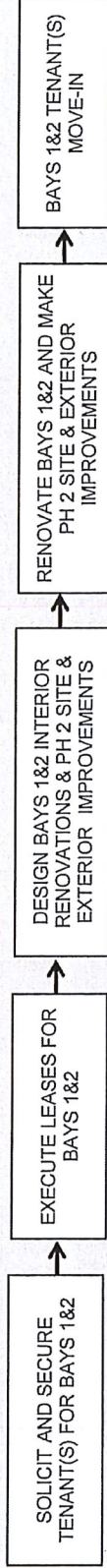
PROJECT RE-SET



ABC SPACE RENOVATION / PHASE 1 SITE & EXTERIOR IMPROVEMENTS



BAYS 1&2 RENOVATION / PHASE 2 SITE & EXTERIOR IMPROVEMENTS



BRADY TRAKAS
ARCHITECTURE

Attachment C

April 19, 2018

Mr. Ron Nalley, Town Manager
Town of Lake Lure
PO Box 255
Lake Lure, NC 28746

Re: Town of Lake Lure ABC Store upfit and site/building improvements

Dear Mayor Cooley and Mr. Nalley,

Brady/Trakas Architecture is pleased to present the following Proposal and Letter of Agreement and appreciates the opportunity to provide professional services for the design for the upfit of the new ABC Store, as well as general building and site improvements for the existing Plaza/retail center on Memorial Highway in Lake Lure. We have enjoyed our correspondence and meeting with you, Shannon Baldwin and other town representatives and look forward to working together on this project.

Based on our discussions we understand our scope of services will include the following:

1. Analysis and Documentation of the existing building and site (existing utilities, condition of building components, etc.).
2. Concept design plan for the upfit of the ABC Store space as well as a conceptual site plan showing parking and access improvements.
3. Stamped upfit construction drawings of the Architectural work for the ABC Store, including 1/4" floor plan with Life Safety information and details as required by Rutherford County building department, exterior elevations showing improvements, structural details, roof plan, ADA toilet room details, electrical/lighting and reflected ceiling plan, site plan and Appendix B supplement.
4. Stamped upfit drawings for all Engineering services (mechanical, plumbing, electrical) as required.
5. Correspondence and meetings with town officials, building department, consultants and prospective contractors as necessary.
6. Bidding and Negotiation services as required on behalf of town to coordinate and correspond with prospective contractors.
7. Construction Administration services including site visits as required, regular job site meetings, review and approval of payment request applications and any change order requests.

Mr. Ron Nalley
April 19, 2018
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Our proposed charges for the above services are as follows:

1. For the Conceptual Design of the upfit and site plan as well as for all Architectural and Mechanical, Plumbing and Electrical Engineering Construction Documents we propose an all-inclusive flat fee of \$15,000. At this time Civil Engineering services for any site related issues are not included in this scope and proposed fee.
2. For Bidding and Construction Administration services, as well as for any additional services not included herein, we will charge on an hourly basis at the rates of \$125/hour for Principal Architect (Dean) and \$90/hour for Staff Architect (Julie) as required.
3. Payment requests will be submitted on a monthly basis. To the professional fees will be added the cost of reimbursable expenses, including printing/reproduction and mailing costs, multiplied by a factor of 1.25 to cover administrative costs. A late payment fee of 1 1/2% per month will be added to outstanding balances after 15 days.

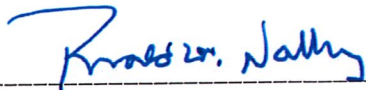
If our proposed scope and fees are agreeable to you, please sign and return a copy of this Agreement along with a check for \$1,000 as an initial payment to be credited against our final invoice. We thank you again for the opportunity to work with you on this project.

Sincerely,



Dean Trakas, AIA
Brady Trakas Architecture, PLLC

Agreed:



Ron Nalley, Town Manager

April 25, 2018

Date

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



Maple Leaf
Design & Build Inc.

1364 US 221 N Highway
Rutherfordton, NC 28139
Phone (828) 289-6909

bernie.mapleleaf@hotmail.com

To: Ron Nalley, Kevin Cooley
Re: Lake Lure ABC Store Relocation

JOB PROPOSAL:

April 4, 2018

This proposal for services by Maple Leaf Design & Build Inc. will include:

- Act as a liaison between the Town of Lake Lure and Brady Trakas Architects during the design phase of the Lake Lure ABC project to help ensure that the plans are value engineered and minimal scope of work is followed.
- The provision of a cost budget estimate for project completion once the plans are complete.

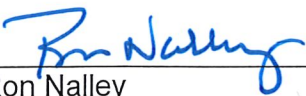
Maple Leaf proposes to provide these services for a fee to be billed to the Town of Lake Lure at the rate of \$50 per hour up to a maximum of 15 hours, for an amount not to exceed \$750.00.

Thank you for this opportunity to quote. Maple Leaf Design & Build Inc. is a fully insured and unlimited licensed design and build contractor in NC and SC.

Sincerely,

Bernie Dilgert, Project Manager

If this is acceptable please sign and date below.



Ron Nalley
Lake Lure Town Manager

April 13, 2018

Date



CONSULTING ENGINEERS, PC
PO BOX 5534, ASHEVILLE, NC 28813
PHONE: 828.251.2025 • FAX: 828.251.1933
WWW.SIMSGROUPCONSULTINGENGINEERS.COM

April 6, 2018

Mr. Dean Trakas, AIA
Brady Trakas Architecture PLLC
285 North Trade St.
Tryon, North Carolina 28782

Via Email

Re: Lake Lure ABC Store Upfit
Lake Lure, North Carolina
Sims Group Proposed Project P1823

Dean:

Professional Engineering Services for the referenced project are proposed based on the following:

1. Upfit of existing retail space for a new ABC Store per preliminary plans and our communications.

SCOPE OF SERVICES:

Sims Group will provide Plumbing, HVAC and Electrical (PME) Designs for the project as follows:

1. Plumbing, HVAC and Electrical for the addition using existing building utilities.
2. The designs will include drawings, specifications, meetings with the Architect, and other general tasks required for the PME construction.
3. Brady Trakas Architecture will provide the following:
 - A. Site and utility information.
 - B. Architectural Plans suitable for use with AutoCad 2015 or higher.
 - C. Utility requirements for equipment not specified by Sims.
 - D. Reflected Ceiling Plan.
 - E. Record Drawings, if available.

Mr. Dean Trakas, AIA
April 6, 2018
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4. No design provisions for site lighting, security systems, fire sprinkler or storm water are included.
 - These designs can be provided as Additional Services if requested.
5. Plumbing design will include:
 - Alterations to existing bathrooms and addition of any fixtures required for tenant upfit.
 - Existing HW, CW, DWV, plumbing fixtures, & water heater to be reused wherever possible.
6. HVAC design will include:
 - Existing HVAC system to be inspected and re-used if possible.
 - If new work is required, existing system will be used as basis of design and cost reduction will be considered.
 - Toilet exhaust is existing to remain
7. Electrical design will include:
 - Existing electric service to remain and be reused.
 - Existing lighting to be replaced, basis of design will be LED.
 - Existing receptacles to remain and be reused.
 - New receptacles as required per ABC Store requests.
8. Public PME utilities are available in the building.
9. PME work will be bid to invited contractors.
10. We will supply drawings, at your request, to your Structural Engineer for review and to respond to Code questions concerning seismic restraint and structural loads.

Mr. Dean Trakas, AIA
April 6, 2018
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FEES:

Professional Engineering services will be billed hourly at the following rates with a "not to exceed" amount detailed below. Contingency has been added to the "not to exceed" amount for unknown or unexpected scope:

Registered Engineer: \$120.00/Hour
EIT/Designer: \$70.00/Hour
Technical: \$50.00/Hour

Site Visits: \$120.00/Hour, 2 hour minimum

Plumbing:

Registered Engineer:	4 hours	\$ 480.00	
Technical:	8 hours	<u>400.00</u>	
Total:			\$ 880.00

HVAC:

Registered Engineer:	8 hours	\$ 960.00	
Technical:	8 hours	<u>400.00</u>	
Total:			\$1,360.00

Electrical:

Registered Engineer:	8 hours	\$ 960.00	
Technical:	20 hours	<u>1,000.00</u>	
Total:			<u>\$1,960.00</u>

"Not to Exceed" Design Fee: \$4,200.00

Other additional services can be provided based on a rate of \$120.00 per hour for Engineering time, \$70.00 per hour for EIT/Designer time, \$50.00 per hour for Technical time and 54 cents per mile for travel upon authorization from the Architect.

REIMBURSABLE EXPENSES:

Blackline Prints: \$4.00 each requested
Copies: \$.50 each requested

Mr. Dean Trakas, AIA
April 6, 2018
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PAYMENT:

Payment for Services Rendered will be invoiced upon project completion.

TERMINATION OF SERVICES:

This agreement may be terminated by either party upon ten days written notice. In the event of termination by the Owner, compensation shall be made for expenses and services performed prior to the termination date.

If the terms of this proposal are satisfactory, please sign and return one copy to our office.

We appreciate this opportunity to provide our services to you.

Brady Trakas Architecture PLLC : _____ Date: _____

Sims Group: _____ Date: _____