

TOWN OF LAKE LURE • P. O. BOX 255 • LAKE LURE, N.C. 28746  
704/625-9983 • 704/625-9396 • FAX 704/625-8371

**REGULAR WORKSHOP MEETING OF THE LAKE LURE TOWN  
COUNCIL HELD TUESDAY, AUGUST 10, 1993 AT THE LAKE LURE  
TOWN HALL AT 10:00 A.M.**

**PRESENT:** Mayor Priscilla Doyle  
Commissioner Jack Donovan  
Commissioner Max Lehner

Thomas M. Hord, Town Manager  
Sam A. Karr, Finance Director

**ABSENT:** Commissioner Bill Bush  
Commissioner Alex Karr

Mayor Doyle called the meeting to order at approximately 10:00 a.m.

Luther Smith, Landscape Architect, presented Council with a Short Form Proposal for Landscape Architectural or Land Planning Services. (Copy Attached).

Mr. Hord recommended that Council approve at this time item #1 of the Scope of Services titled Base Services. Therefore Commissioner Lehner moved, seconded by Commissioner Donovan to approve item #1 - Base Services of the Scope of Services at the price of \$6,200 The Base Services read as follows:

**1. Base Services:**

1. \*Prepare detail site development plans, landscape design plans, and construction details and specifications for development of Phase I of Lake

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**Lure Point Park.**

2. **\*Provide concept sketches for exterior design of restroom facilities and "gazebo" including working with the Board to select a course of action for design and construction of the restroom and gazebo facilities.**
3. **\*Provide an enlarged rendered plan of the gazebo area for presentation to funding agencies or fund raising.**
4. **\*Provide product recommendations and specifications for site items ie., lighting, bleachers, benches, trash receptacles, etc.**
5. **\*Provide construction progress reviews, shop drawing reviews, & review of pay applications from project contractors.**

**\*All construction plans shall be based on site information shown on plans titled Proposed Dredging Operations and Spoil Areas prepared by William G. Lapsley & Associates, P.A., dated 5/92.**

Council organized a Gazebo Committee consisting of Commissioner Donovan, Commissioner Lehner, and Betty Cashion Zieger. The Committee will hold their first Gazebo Meeting on Friday, August 13, 1993 at 9:30 a.m. at the Town Hall.

Dennie Martin, representative of McGill and Associates, and Carroll Hughes, Architect of Asheville, NC, advised Council on how to proceed with plans for new Town facilities. Council discussed the need for expansion of the ABC Store, expansion of the Town Hall with the possibility of combining the Police Department with the Town Hall, and the possibility of remodeling the Community Center in order to provide a large meeting area, restroom facilities, and a space to serve food only, with preparation of food not

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allowed.

Commissioner Lehner made a suggestion to Council that a new Town Hall/Police Department be built to the west of the present Community Center Building, to convert the present Town Hall/ABC Building into a ABC Building with a small portion of the building to be used for the Chamber of Commerce, and to upgrade the present Community Center Building into a full Community Center.

It was the consensus of Council to continue this discussion when all Council members could be present to give their input. However, Council requested that Luther Smith prepare a preliminary visual drawing of the proposal, as suggested by Commissioner Lehner.

Council agreed that before making any final decisions regarding the improvements, notification would be sent out informing the public of plans in order for them to give their input at a public meeting.

Council discussed the reappointment of Bob Washburn to the ABC Board. Commissioner Lehner moved, seconded by Commissioner Donovan, to reappoint Bob Washburn to the ABC Board for a three year term expiring September, 1996. The vote of approval was unanimous.

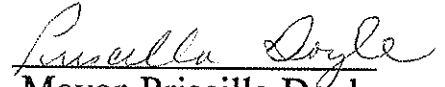
Commissioner Lehner moved, seconded by Commissioner Donovan, to ratify the action taken by the Town Manager relative to the Lake Lure Code of Ordinances Title VI, Chapter 63, Section 2, suspending the Ordinance titled **Ordinance Governing Consumption of Malt Beverages, Unfortified Wine, Fortified Wine, Spirituous Liquor, or Mixed Beverages on Certain Public Places; Penalty** Saturday, August 7, 1993 from 6:00 p.m. until midnight for the sole purpose of a birthday party for Russ Maze to be held at the Community Center. The vote of approval was unanimous.

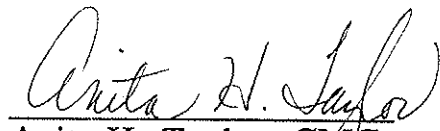
Council discussed a request to sell Town owned property at the Intersection of Highway 9 and SR1186, Girl's Camp Road. Commissioner Lehner recommended that this item be tabled until the full Council could be present. Therefore, this item was tabled until the next meeting of Council.

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With no further items of discussion, Commissioner Lehner moved, seconded by Commissioner Donovan, to recess to Tuesday, August 17, 1993 at 9:30 a.m. at the Town Hall. The vote of approval was unanimous.

ATTEST:

  
Mayor Priscilla Doyle

  
Anita H. Taylor, CMC

# **LUTHER E. SMITH & ASSOCIATES P.A.**

128 Third Avenue East

Land Planners - Landscape Architects  
Hendersonville, North Carolina 28792

(704) 697-2307

Short Form

## **PROPOSAL**

for

## **LANDSCAPE ARCHITECTURAL OR LAND PLANNING SERVICES**

**SUBMITTED TO:** Town of Lake Lure  
Attn: Tom Hord - Manager  
P.O. Box 255  
Lake Lure, N.C. 28746  
*(Referred to herein as Client)*

**SUBMITTED BY:** Luther E. Smith & Associates, P.A.  
128 Third Avenue East  
Hendersonville, North Carolina 28792  
*(Referred to herein as LSA)*

### **SUBMITTED FOR:**

Detailed site and planting design and construction drawings for Phase I of Lake Lure Point  
Park, Lake Lure, North Carolina.

Proposal

## **SECTION I:**

### **SCOPE OF SERVICES:**

LSA proposes to provide the following professional Land Planning/Landscape Architectural services in conjunction with the project described above. Services to be provided shall include:

#### **I. Base Services:**

1. \*Prepare detail site development plans, landscape design plans, and construction details and specifications for development of Phase I of Lake Lure Point Park.
2. Provide concept sketches for exterior design of restroom facilities and "gazebo" including working with the Board to select a course of action for design and construction of the restroom and gazebo facilities.
3. Provide an enlarged rendered plan of the gazebo area for presentation to funding agencies or fund raising.
4. Provide product recommendations and specifications for site items ie. lighting, bleachers, benches, trash receptacles, etc.
5. Provide construction progress reviews, shop drawing reviews, & review of pay applications from project contractors.

\*All construction plans shall be based on site information shown on plans titled Proposed Dredging Operations and Spoil Areas prepared by William G. Lapsley & Associates, P.A. dated 5/92.

#### **II. Alternate Services I:**

In addition to those services defined above, the following services are available on a need basis as determined by the Board.

1. Mechanical, plumbing and electrical design for restroom and gazebo facilities to include:
  1. Assist in Design development
  2. Preparation of Plans & Specifications for the following items:
    - a) Restroom facility - plumbing, electrical & ventilation
    - b) Amphitheater/gazebo - electrical
    - c) Site lighting power
  3. Shop Drawing review
  4. Construction progress reviews

### **III. Alternate Services II:**

In addition to those services defined above, the following services are available on a need basis as determined by the Board.

1. Structural engineering services associated with the foundation design for the gazebo.
2. Architectural design services associated with the design of all facilities within the park to include:
  - Gazebo
  - Restroom facilities

## **SECTION II:**

### **CLIENT'S RESPONSIBILITIES:**

The Client shall provide LSA with site surveys and other information, building plans, programs, budget or other information as may be required to complete the work, or shall agree to reimburse LSA for the cost of obtaining the information required. The Client shall hold LSA harmless for conditions arising from information supplied by others.

Further, the Client shall identify and designate one individual to act on behalf of the Client for reviews and approvals.

The Client shall identify any special definitions or conditions required for invoicing for services rendered.

## **SECTION III:**

### **SCHEDULE:**

LSA will begin work upon acceptance of this proposal, unless otherwise specified, and will work to meet all reasonable schedules established by the Client.

Scheduling is based on LSA receiving information from others or from review sessions in a timely manner.

## SECTION IV:

### COST FOR SERVICES:

The cost for services defined in this proposal shall be as follows:

|                            |                                  |
|----------------------------|----------------------------------|
| I. Base Services           | \$6,200.00                       |
| II. Alternate Services I   | \$8,800.00                       |
| III. Alternate Services II | (Estimate)* \$10,000-\$12,000.00 |

\*Schematic design of restroom and gazebo (plans & elevations) are available for \$3,000.00-\$4,000.00.

**Note: Cost of services defined is based on project construction being negotiated with the contractors and not being bid.**

Cost of services indicated above does not include additional work, beyond the Scope of Services defined or the cost of reimbursible expenses as identified in Section VI.

Payment for services rendered shall be made monthly, due upon receipt of invoice, for all work completed through the last day of the preceeding month.

Interest at the rate of one and one half percent (1 1/2%) per month shall be added to all accounts more than thirty (30) days past due.

## SECTION V:

### PROPOSAL DURATION:

This proposal shall be valid for thirty (30) days. Upon acceptance it shall become an attachment to a formal agreement between the Client and Luther E. Smith & Associates, P.A.

## SECTION VI:

### ADDITIONAL TERMS AND CONDITIONS:

1. This proposal may be ammended by attachment thereto upon acceptance by both parties.
2. Cost of additional work, and reimbursible expenses shall be as indicated below when applicable .

3. In the event payment is not made according to the terms herein set forth, LSA at its option may stop work on the project until payment is received and not be in default under the terms and conditions of this Proposal.

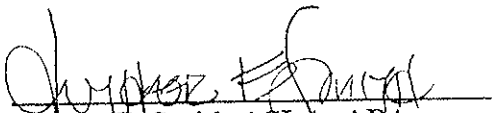
**HOURLY RATES**

To be established in a formal Agreement

**REIMBURSIBLE EXPENSES**

|  |                            |
|--|----------------------------|
| Mileage (Charged portal to portal)   | \$0.25 per mile            |
| Meals & Lodging  | Direct cost divided by 0.8 |
| Outside consultant services  | 1.25 x direct cost         |
| Miscellaneous expenses   | Direct Cost divided by 0.8 |
| Printing, photography & reductions   |                            |
| Postage & delivery fees  |                            |
| Permits & fees   |                            |
| Long distance phone charges  |                            |
| Special supplies & materials required to perform services defined.                   |                            |
| Note: Some reimbursible expenses may be included in the costs of fixed fee projects. |                            |

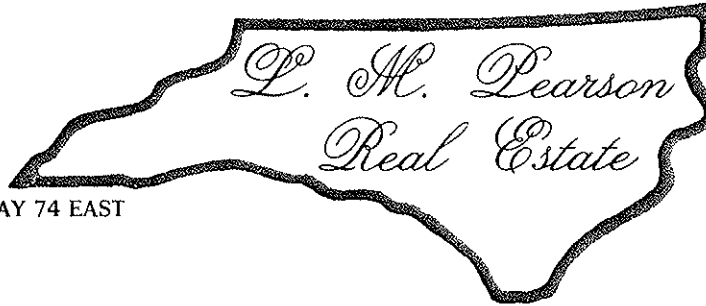
Respectfully submitted this 10th day of August 1993.

  
Luther E. Smith ASLA, APA  
Luther E. Smith & Associates, P.A.

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Tom Hord - Manager  
Town of Lake Lure

CHARLES E. EARLEY  
SALES MANAGER

ROUTE 1, BOX 86, HIGHWAY 74 EAST



OFFICE 704-625-4100  
AFTER HOURS: 704-287-4896

LAKE LURE, NORTH CAROLINA 28746

8/5/92

Mr. Tom Hord, Manager  
Town of Lake Lure  
Lake Lure, NC 28746

Re. TOWN OWNED PROPERTY AT THE SOUTHERN INTERSECTION OF HWY.9 AND SR1186

Dear Tom,

In reference to the subject property, at the intersection of Hwy. 9 and Girls Camp Road, I have a client who is very interested in purchasing this tract.

Please advise as to the availability and the proper procedure for entering a bid if it can be purchased.

Sincerely Yours,

A handwritten signature in cursive script that reads "Chuck".

ABC BOARD APPOINTMENTS

|                    | <u>Appointed</u> | <u>Expiration</u> |
|--------------------|------------------|-------------------|
| J. Paul Wilson     | August 1989      | September 1992    |
| Robert H. Washburn | July 1990        | August 1993       |
| Walter Rust        | September 1991   | October 1994      |