

# **LAKE LURE TOWN COUNCIL MEETING PACKET**

Thursday, May 29, 2025  
8:30 a.m.



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

# I Call to Order

# II

## Agenda Adoption

# **TOWN OF LAKE LURE**

## **Town Council Special Work Session and Action Meeting**

Thursday, May 29, 2025 - 8:30 a.m.

Lake Lure Fire Department



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### **Agenda**

- I. Call to Order**
- II. Agenda Adoption**
- III. Amendment #2 to LaBella Task 5 for Administrative Services**
- IV. Resolution No. 25-05-28 for Lake Structure Condemnation**
- V. Adoption of Nonexclusive Easement for Lake Lure**
- VI. Hager Strategic Solutions Updates**
- VII. Town Manager/Project Updates**
- VIII. Storm Recovery Updates**
- IX. Public Comments**
- X. Adjournment**

**III.**  
**Amendment to LaBella**  
**Task 5 for**  
**Administrative Services**

**LAKE LURE TOWN COUNCIL**  
**AGENDA ITEM REQUEST FORM**  
**Meeting Date: May 29, 2025**

**SUBJECT:** Amendment #2 to LaBella Task 5 for Administrative Services

**AGENDA INFORMATION:**

**Item Number:** III  
**Department:** Public Services  
**Contact:** Brian Houston, PE, LaBella Associates  
**Presenter:** Olivia Stewman, Town Manager

**BRIEF SUMMARY:**

LaBella is proposing amendment #2 to Task 5 for administrative services to extend the budget for various on-call services not specifically addressed by other approved Tasks. Such services are routinely addressed by Task 5 which is expected to be fully expended and invoiced in the next 30 to 60 days, and therefore this is a budget amendment to Task 5. LaBella proposes to add \$25,000 to the Task 5 budget, bringing the Task 5 total amount to \$75,000. A prior Amendment (#1) raised the initial \$25,000 budget to \$50,000 in July of 2023.

**RECOMMENDED MOTION AND REQUESTED ACTION:**

To approve Amendment #2 to LaBella Task 5 for Administrative Services.

**FUNDING SOURCE:**

General Fund

**ATTACHMENTS:**

Proposed Amendment #2 to LaBella Task 5 for Administrative Services

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends approval.



May 14, 2025

Olivia Stewman, Town Manager  
Town of Lake Lure  
2948 Memorial Highway  
Lake Lure, NC 28746

**SUBJECT: Lake Lure On-Call Professional Services  
AMENDMENT #2 to Task 5 dated June 9, 2021 (Administrative Services)**

Dear Hank and Mike:

LaBella Associates appreciates the Town's confidence in us, and our continued working relationship with you. We have previously provided an engineering services agreement (Contract), and this work would be performed under that agreement.

This proposal letter provides for an extension of budget for *various on-call services* not specifically addressed by other approved Tasks. Such services are routinely addressed by Task 5 which is expected to be fully expended and invoiced in the next 30 to 60 days, and therefore this is a budget amendment to Task 5. We propose to **add \$25,000** to the Task 5 budget, bringing the Task 5 **total amount to \$75,000**. A prior Amendment (#1) raised the initial \$25,000 budget to \$50,000 in July of 2023.

Many covered services require only a minimal (e.g., hour or two) of effort. Given the nature of work under this Task, LaBella will not be required to obtain written approval before charges are incurred or invoiced. However, we will notify and seek such approval from the Town for any individual effort which is expected to exceed \$1,000.

Work under this Amendment will be charged at hourly rates plus costs current as of the time charged or expense incurred. (See the attached 2025 Table of Rates.) LaBella will continue to submit monthly invoices that track the charges for each individual task including this one.

#### **Conclusion**

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

If this proposal is acceptable to the Town, please sign this proposal on the signature line below to authorize the budget increase defined in this proposal and return one copy to us. We appreciate the opportunity to continue our relationship with the Town of Lake Lure. If you have any questions or need additional information, please call me directly at (704) 941-2110.

Sincerely,  
**LaBella Associates, P.C.**

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

**Town of Lake Lure, North Carolina**

By: \_\_\_\_\_  
                    *Authorized Signature*

Title \_\_\_\_\_

Date \_\_\_\_\_



**LABELLA ASSOCIATES  
Lake Lure ON-CALL ENGINEERING SERVICES**

**RATE SCHEDULE FOR HOURLY + EXPENSES TASKS  
JANUARY 1, 2025 – DECEMBER 31, 2025**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$285.00/hour
Project Manager	\$259.00/hour
Senior Engineer	\$248.00/hour
Senior Project Engineer	\$204.00/hour
Project Engineer	\$165.00/hour
GIS Analyst	\$160.00/hour
Design Engineer	\$154.00/hour
Senior Engineering/GIS Technician	\$142.00/hour
Engineering Technician	\$137.00/hour
Construction Inspector	\$131.00/hour
Engineering Co-op	\$106.00/hour
Clerical	\$108.00/hour
Mileage	at current IRS rate
Expenses	at cost
Sub-consultants	at cost plus 10 percent



**IV.**  
**Resolution No. 25-05-28**  
**For Lake Structure**  
**Condemnation**

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: May 29, 2025**

**SUBJECT:** Resolution No. 25-05-28 for Lake Structure Condemnations

**AGENDA INFORMATION:**

**Item Number:** IV  
**Department:** Community Development  
**Contact:** Michael Williams, Community Development Director  
**Presenter:** Olivia Stewman, Town Manager

**BRIEF SUMMARY:**

A number of lake structures were identified as substantially damaged as a result of Tropical Storm Helene. The Town has been working with FEMA and the United States Army Corps of Engineers (USACE) to allow for demolition of the structures through USACE mission assignment. Community Development Director Michael Williams contact each individual on the substantially damaged list. There was a previous resolution passed condemning lake structures, but two additional structures have been identified for condemnation.

**RECOMMENDED MOTION AND REQUESTED ACTION:**

To adopt Resolution No. 25-05-28 for Lake Structure Condemnations.

**ATTACHMENTS:**

Resolution No. 25-05-28 for Lake Structure Condemnations

**STAFF COMMENTS AND RECOMMENDATIONS:**

Staff recommends adoption.

**RESOLUTION NO. 25-05-28**

**A RESOLUTION AUTHORIZING CONDEMNATION OF LAKE STRUCTURES**

**WHEREAS**, there were a number of lake structures substantially damaged Tropical Storm Helene.

**WHEREAS**, the Town is working with the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE) to remove substantially damaged lake structures through direct mission assignment through USACE.

**WHEREAS**, the Town conducted inspections and compiled a list of lake structures deemed substantially damaged.

**WHEREAS**, owners of the substantially damaged lake structures were contacted by the Town's Community Development Department and given the option to authorize condemnation to allow for removal of their lake structure by USACE; and

**WHEREAS**, the owners of two additional properties opted to authorize condemnation and removal of their lake structure by USACE.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LAKE LURE, THAT:**

The lake structures attached to the following tax parcel IDs are hereby condemned:

1. Parcel #225311
2. Parcel #227515

Adopted this 28th day of May, 2025.

ATTEST:

TOWN COUNCIL  
TOWN OF LAKE LURE  
NORTH CAROLINA

By: \_\_\_\_\_  
Kimberly Martin, Town Clerk

By: \_\_\_\_\_  
Mayor Carol C. Pritchett

[SEAL]

**V.**  
**Adoption of  
Nonexclusive Easement  
for Lake Lure**

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: May 29, 2025**

**SUBJECT:** Adoption of Nonexclusive Easement for Lake Lure

**AGENDA INFORMATION:**

**Item Number:** V  
**Department:** Administration  
**Contact:** Olivia Stewman  
**Presenter:** Olivia Stewman

**BRIEF SUMMARY:**

JADA Properties driveway is on a small portion of the Town Property. A nonexclusive easement for Lake Lure is being requested.

STATE OF NORTH CAROLINA     )  
  )  
COUNTY OF RUTHERFORD     )

**EASEMENT AGREEMENT**

**WITNESSETH:**

NOW THEREFORE, GRANTOR, for a valuable consideration, the receipt of which is hereby acknowledged has and by these presents does hereby grant and convey unto the GRANTEE, in fee simple, a permanent and perpetual easement over, under, and across the above-described easement area, for the limited purposes set forth herein, which easement area is precisely located in the attached **Exhibit "A"** rendering by Spencer Surveying & Mapping.

1. **EASEMENT.** Use of the easement area by the **GRANTEE** is confined and limited to Ingress and Egress across the above-described easement area. Exclusive use of the easement is hereby granted. The right to make use of the easement area for any other purposes not expressed herein is not hereby granted. The right to make such use of the easement area in such a manner that will not interfere with **GRANTEE'S** easement or its use of the easement area as set out herein is expressly reserved by the **GRANTOR**. **GRANTOR** reserves the right to use the easement area in any manner which will not damage, impair, prevent, or interfere with **GRANTEE'S** exercise of its easement granted herein. **GRANTEE** will not build any structure upon or substantially alter the easement area without advance written consent of **GRANTOR**.
2. **MAINTENANCE.** **GRANTEE** shall be required to perform all necessary maintenance and repairs to the easement area caused by use of the easement by the **GRANTEE**.
3. **USE BY THE GRANTOR.** The **GRANTOR**, and all those entering upon the **GRANTOR'S** above-described real properties by and with the **GRANTOR'S** express or implied permission, shall at all times have the right to use the easement area in any manner as done before, provided such use by the **GRANTOR** shall not prevent the use thereof by **GRANTEE** as provided herein.
4. **BINDING; AMENDMENT.** The rights, benefits, and burdens described in this Agreement shall run with the land, and be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns. This Agreement may only be modified or amended in whole or in part by an instrument in writing duly executed by the then current owners of the **GRANTOR'S** above-described real properties and duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina.
5. **APPLICABLE LAW.** This Agreement shall be construed and interpreted under the laws of the State of North Carolina.
6. **EFFECTIVE DATE.** This Agreement shall be effective as of the date of its recording in the Office of the Register of Deeds for Buncombe County, North Carolina.
7. **MISCELLANEOUS.** Use of the easement area by the **GRANTEE** is confined to the purposes set forth herein. Exclusive use of the easement premises is not hereby granted. The right to make use of the easement premises for any other purposes not expressed herein is not hereby granted. The right to make such use of the easement premises in such a manner that will not interfere with **GRANTEE'S** easement or use of the easement area as set out herein is expressly reserved by the **GRANTOR**. **GRANTOR** reserves the right to use the easement area in any manner which will not damage, impair, prevent or interfere with the **GRANTEE'S** exercise of the rights granted herein. **GRANTEE** will not build any other structure upon or substantially alter the easement area without advance written consent of **GRANTOR**.

8. **ASSIGNMENT.** GRANTEE may not transfer its ownership of this easement without the written consent of the **GRANTOR**, which consent shall not be unreasonably withheld.
9. **INDEMNIFICATION.** GRANTEE agrees to indemnify **GRANTOR** and hold **GRANTOR** harmless for any and all loss, claims, demands, actions, damages, liability, and expense including legal expense, in connection with loss of life, personal injury, and/or damage to properties by reason of any act, omission, or representation of **GRANTEE**, its subcontractors, agents, or employees, in connection with the installation, operation, repair and maintenance the easement premises.

**TO HAVE AND TO HOLD** the aforesaid easement and all rights, privileges and appurtenances thereto, unto the **GRANTEE** in perpetuity for the limited uses and purposes herein expressed.

And the **GRANTOR** and **GRANTEE** covenant that they will abide by the terms and conditions set forth above. This easement supersedes all previous easements as pertains to the same purpose.

**IN WITNESS WHEREOF**, the **GRANTOR** and **GRANTEE** have hereunto set their hands and seals the day and year first above written.

**GRANTOR: TOWN OF LAKE LURE**  
**BY:**

\_\_\_\_\_

**Name:** \_\_\_\_\_

**GRANTEE: JADA PROPERTIES, L.L.C. BY:**

\_\_\_\_\_  
**DAVID T. PEARLMAN**

\_\_\_\_\_  
**JANET K. PEARLMAN**



STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF RUTHEFORD

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that \_\_\_\_\_, personally appeared before me this day on behalf of the Town of Lake Lure, **GRANTOR** and that by authority duly given and as the act of the said **Town of Lake Lure**, the foregoing instrument was signed in its name by, \_\_\_\_\_, sealed with its Seal, and attested by the Clerk.

**WITNESS** my hand and Notarial Stamp or Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_.

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STATE OF NORTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF BUNCOMBE

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina, certify that **David T. Pearlman** and **Janet K. Pearlman**, personally appeared before me this day on behalf of **Jada Properties, L.L.C**, **GRANTEE** and that by authority duly given and as the act of the said **Jada Properties L.L.C.** acknowledged their execution of the foregoing instrument on behalf of said Grantee.

**WITNESS** my hand and Notarial Stamp or Seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**NOTARY PUBLIC**

My Commission Expires: \_\_\_\_\_.

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# VI.

## Mike Hager

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: May 29, 2025**

**SUBJECT:** Hager Strategic Solutions Updates

**AGENDA INFORMATION:**

**Item Number:** VI  
**Department:** Administration  
**Contact:** Mike Hager, Lobbyist  
**Presenter:** Mike Hager, Lobbyist

**BRIEF SUMMARY:**

The Town works with Mike Hager of Hager Strategic Solutions for lobbyist services. Mr. Hager will provide a legislative update.

# **VII.**

## **Town Manager/ Project Updates**

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: May 29, 2025**

**SUBJECT:** Town Manager/Project Updates

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

Town Manager Olivia Stewman will provide Council with project and any other updates that are not included on the meeting agenda. Council will also have the opportunity to ask any questions.

**ATTACHMENT(S):**

May Town Manager/Project updates will be available at the time of the meeting.

# **VIII.**

## **Storm Recovery Updates**

**LAKE LURE TOWN COUNCIL  
AGENDA ITEM REQUEST FORM  
Meeting Date: May 29, 2025**

**SUBJECT:** Storm Recovery Updates

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

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



# IX.

## PUBLIC COMMENT

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

**X.**  
**ADJOURNMENT**