



Town of Archer Lodge

AGENDA

Regular Council Meeting

Tuesday, September 4, 2018 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

Page

1. WELCOME/CALL TO ORDER:

- 1.a. Invocation
- 1.b. Pledge of Allegiance

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

(Maximum of 30 minutes allowed, 3 minutes per person)

4. CONSENT AGENDA:

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- 4.a. Approval of Minutes:
 - 11 June 2018 Special Meeting Minutes
 - 11 June 2018 Closed Session Minutes
 - 18 June 2018 Work Session Minutes
 - [Special Meeting - 11 Jun 2018 - DRAFT](#)
 - [Work Session - 18 Jun 2018 - DRAFT](#)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

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- 5.a. Discussion and Consideration of Approving a Resolution Approving Financing Terms with KS Bank, Inc. for the Expansion of Town Hall and the Archer Lodge Veteran's Memorial Site
(RESOLUTION# AL2018-09-04)
[AL2018-09-04 Resolution Approving Financing Terms with KS Bank for TH Expansion and ALVM Site](#)

- 10 - 17
- 5.b. Discussion and Consideration of Approving an Agreement between the Town of Archer Lodge and Susan Hatchell Landscape Architecture, PLLC for the following Project with regards to the Smith Land Purchase:
- Town of Archer Lodge Public Input
 - Site Specific Master Plan
 - PARTF Assistance
- [Susan Hatchell Agreement 8.17.18](#)
- 5.c. Discussion and Consideration of a Part-Time Administrator
- 5.d. Discussion and Consideration of Maintenance with the Land Recently Purchased
- 5.e. Discussion and Consideration of a Fall Planning Session
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- 5.f. Discussion and Consideration of Budget Amendment (BA 2019 01)
- [BA 2019 01](#)

6. TOWN ATTORNEY'S REPORT:

7. ADMINISTRATIVE CONSULTANT'S REPORT:

8. PLANNING/ZONING REPORT:

9. VETERAN'S COMMITTEE REPORT:

10. MAYOR'S REPORT:

11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

12. ADJOURNMENT:



Draft

Special Meeting - Minutes for the Purposes of:

- 1) Discussion and Possible Consideration of
Budget Amendment (BA 2018 04) for
fiscal year ending June 30, 2018 &
- 2) Discussion and Possible Consideration of
Land Acquisition
Monday, June 11, 2018

COUNCIL PRESENT:

Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Kim P. Batten, Finance Officer/Town Clerk
Bob Clark, Planning/Zoning Administrator

COUNCIL ABSENT:

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:31 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

2. DISCUSSION AND POSSIBLE ACTION ITEMS:

Attorney Chip Hewett asked for the Discussion and Consideration of Land Acquisition (Agenda Item 2.b.) to be considered first on the agenda due to having another meeting to attend. Mayor had no objection to his request.

a) Discussion and Consideration of Land Acquisition

Attorney Hewett advised Council to enter into Closed Session to discuss the acquisition of real property as permitted by § 143-318.11(a)(5).

Moved by: Council Member Jackson

Seconded by: Council Member Locklear

Approved to enter into Closed Session for the Consideration of Land Acquisition.

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson

Seconded by: Council Member Locklear

Approved to return to Open Session.

CARRIED UNANIMOUSLY

b) Discussion and Consideration of Approving Budget Amendment (BA 2018 04) for fiscal year ending June 30, 2018

Ms. Batten reported on the final budget amendment for fiscal year ending June 30, 2018 which was to appropriate or reappropriate unanticipated revenues and expenditures for the General Fund, Capital Reserve Fund and the Park Reserve Fund.

BA 2018 04 appears as follows:

BA 2018 04

Town of Archer Lodge

Budget Amendment

Fiscal Year Ending

06/30/18

Budget Amendment

Date

BA 2018 04

11-Jun-18

General Fund/Capital Reserve Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
2011 Vehicle Taxes	10-3111-0120	1.00	8.00	9.00
2016 Property Taxes	10-3116-0000	53.00	12.00	65.00
2017 Property Taxes	10-3117-0000	495,500.00	7,500.00	503,000.00
2017 Vehicle Taxes	10-3117-0120	78,000.00	7,000.00	85,000.00
2018 Property Taxes	10-3118-0000	-	4.00	4.00
Penalties and Interest	10-3180-0000	600.00	500.00	1,100.00
Article 39 1% Sales Tax	10-3239-0000	48,000.00	22,000.00	70,000.00
Article 40 1/2% Sales Tax	10-3240-0000	34,000.00	11,000.00	45,000.00
Article 42 1/2% Sales Tax	10-3242-0000	25,000.00	10,000.00	35,000.00
Alcohol Beverage Tax	10-3322-0000	20,000.00	1,000.00	21,000.00
ABC Profits Johnston County	10-3337-0000	20,000.00	6,000.00	26,000.00
Permits and Fees	10-3340-0000	3,000.00	2,500.00	5,500.00
Investment Earnings	10-3831-0000	9,500.00	3,000.00	12,500.00
Fund Balance Appropriated	10-3990-0000	40,000.00	(40,000.00)	-
Cap Res: Investment Earnings	30-3831-0000	3,500.00	1,500.00	5,000.00
Park Res: Investment Earnings	31-3831-0000	1,700.00	800.00	2,500.00
Total Increase (Decrease) in Revenues			32,824.00	
Expenditures:				
Gov Body: Training & Meetings	10-4110-3110	3,500.00	500.00	4,000.00
Admin: Training & Meetings	10-4120-3110	2,250.00	1,000.00	3,250.00
Admin: Supplies-Town Hall	10-4120-2000	1,500.00	150.00	1,650.00
Admin: Contracted Services	10-4120-3500	8,584.00	2,000.00	10,584.00
Public Bldgs: Professional Services	10-4190-1900	15,000.00	17,000.00	32,000.00
Public Bldgs: Electric	10-4190-3330	3,600.00	400.00	4,000.00
Public Bldgs: Communications	10-4190-3340	5,700.00	500.00	6,200.00
Public Bldgs: Contracted Services	10-4190-3500	14,202.00	1,000.00	15,202.00
Public Bldgs: Repairs & Maintenance Bldg	10-4190-3520	9,000.00	100.00	9,100.00
Public Bldgs: Storm Water Repairs	10-4190-3530	2,600.00	1,000.00	3,600.00
Public Safety: Contracted Services (Animal Ctrl)	10-4300-3550	3,000.00	524.00	3,524.00
Planning/Zoning: Professional Fees (Bike/Ped)	10-4910-1900	3,000.00	1,000.00	4,000.00
Planning/Zoning: Supplies	10-4910-2000	1,750.00	250.00	2,000.00
Planning/Zoning: Dues & Subscriptions	10-4910-4000	-	100.00	100.00
Parks & Rec: Professional Services	10-6120-1900	5,000.00	5,000.00	10,000.00
Cap Res: Transfer to General Fund 10	30-9900-0010	45,000.00	1,500.00	46,500.00
Park Res: Recreation Development	31-6120-5500	178,700.00	800.00	179,500.00
Total Increase (Decrease) in Expenditures			\$ 32,824.00	
			\$ -	
Justification for Budget Amendment:				
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.				
Adopted this 11th day of June 2018				
ATTEST		Matthew B. Mulhollem, Mayor		
Kim P. Batten, Town Clerk		Teresa M. Bruton, Budget Officer		

Established 2009

TOWN OF ARCHER LODGE

NORTH CAROLINA

Kim P. Batten

Kim P. Batten, Town Clerk

Teresa M. Bruton

Teresa M. Bruton, Budget Officer

Discussion followed.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Approved Budget Amendment (BA 2018 04) changing the month to June 2018 instead of May 2018.

CARRIED UNANIMOUSLY

3. ADJOURNMENT:

a) Before adjourning Mayor Mulhollem stated that the June 4, 2018 Regular Council Meeting was recessed until June 25, 2018 at 6:30 p.m. and the only item left on the agenda was **ADJOURNMENT.**

Therefore, Mayor Mulhollem called a Special Meeting on June 25, 2018 beginning at 6:40 p.m. for the following purposes:

1. Hold a Public Hearing for Installment Finance on Land Acquisition
2. Discussion and Consideration of a Resolution to Approve Installment Financing for the Town Hall Expansion and ALVM Site

JUNE 11, 2018

SPECIAL MEETING MEETING

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- 3. Discussion and Consideration of a Resolution to Approve Installment Financing for Land Acquisition
- 4. Discussion and Consideration of Adopting the Budget Ordinance for FY2019

No Further Business

Moved by: Council Member Wilson
Seconded by: Council Member Bruton
Meeting adjourned at 9:37 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk



**Work Session &
Public Hearing Minutes on
Installment Financing for the
Town Hall Expansion Project
Monday, June 18, 2018**

COUNCIL PRESENT

Mayor Mulhollem
Council Member Bruton
Council Member Jackson (Remotely)
Council Member Locklear

STAFF PRESENT

C.L. Gobble, Administrative Consultant
Marcus Burrell, Attorney w/ Hewett Law Group
Kim P. Batten, Finance Officer/Town Clerk

COUNCIL ABSENT

Mayor Pro Tem Castleberry
Council Member Wilson

MEDIA

None

1 WELCOME/CALL TO ORDER:

- a) **Mayor Mulhollem called the meeting to order at 6:31 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present with Council Member Jackson attending the meeting remotely via mobile phone.**
-

2 PUBLIC HEARING:

(Maximum of 30 minutes allowed, 3 minutes per person)

- a) **Public Hearing on the Proposed Installment Financing for the Town Hall Expansion Project**

Mayor Mulhollem opened the Public Hearing at 6:32 p.m.
There were no public comments.
Mayor Mulhollem closed the Public Hearing at 6:33 p.m.

3 ORDER OF BUSINESS:

- a) **Discussion on the Proposed Annual Budget for Fiscal Year 2019**

Mayor Mulhollem open the floor for discussion. C.L. Gobble invited the Public and Town Council to Town Hall to view or inquire about the Proposed Annual Budget for Fiscal Year Ending June 30, 2019. Council Member/Budget Officer Bruton noted that Council Member Wilson, who was not present, had provided written concerns and questions. She shared that some were addressed, and upon his return, he may want to discuss them further. Ms. Batten added that the Town is waiting to learn if Johnston County Board of Commissioners, at their Special Meeting to Adopt their Budget scheduled for June 20, 2018, will approve the two cents increase in the Archer Lodge Fire District Tax that was requested from the Archer Lodge Fire Department. She stated that if the Fire District Tax remains the same, then there would be no change to the proposed budget; however, if there is an increase, some budgeted amounts would need to change accordingly before our Budget Ordinance could be adopted. No further discussion.

4 GENERAL UPDATES:**a) May 31, 2018 Financials & Year-to-Date Comparison ~ Kim Batten (FY17 & FY18)**

Ms. Batten reviewed the monthly financials for period ending May 31, 2018 for the General Fund, Capital Reserve Fund and the Park Reserve Fund. She stated that the fiscal year was 92% complete and the year end is fast approaching. Approximately 81% of the revenues have been collected and more is expected until September 15, 2018 such as Utilities Sales Tax Distributions. Roughly 75% of the budgeted expenditures have been recorded. The year-to-date comparison of May 2017 with May 2018 was presented. No further discussion.

5 ADJOURNMENT:**a) Having no further business, Mayor Mulhollem adjourned the meeting at 6:44 p.m.**

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

**TOWN OF ARCHER LODGE
RESOLUTION APPROVING FINANCING TERMS
WITH KS BANK, INC. FOR THE EXPANSION OF TOWN HALL
AND THE ARCHER LODGE VETERAN'S MEMORIAL SITE**

WHEREAS: The Town of Archer Lodge (the "Town") has previously determined to undertake a project for the financing of the town hall expansion and the veterans memorial site, (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

1. The Town hereby determines to finance the Project through KS Bank, Inc. ("KSB"), in accordance with the proposal dated June 22, 2018. The amount financed shall not exceed \$405,000.00, the annual interest rate shall not exceed 3.37%, and the financing term shall not exceed fifteen (15) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution, the Financing Documents shall include a Financing Agreement and Deed of Trust and a Project Fund Agreement as KSB may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Town hereby designates its obligations to make principal and interest payments under the Financing Documents as 'qualified tax-exempt obligations' for the purpose of Internal Revenue Code Section.
5. The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the KSB financing described above. The Town intends that funds that have been advanced, or that may be advanced, from the Town's general fund or any other Town fund related to the project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

NOW THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby approves the Resolution Approving Financing with KS Bank, Inc. for the Expansion of the Town Hall and the Archer Lodge Veteran's Memorial Site.

**DULY ADOPTED THIS 4TH DAY OF SEPTEMBER 2018
WHILE IN REGULAR SESSION.**

_____(SEAL)
Matthew B. Mulhollem, Mayor

ATTEST:

_____(SEAL)
Kim P. Batten, Town Clerk

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement, effective as of August 20, 2018 is between the Town of Archer Lodge and Susan Hatchell Landscape Architecture, PLLC in Raleigh, NC for the following Project:

Town of Archer Lodge Public Input, Site Specific Master Plan, and PARTF Assistance

Article 1 Landscape Architect's Basic and Additional Services

Scope: Town of Archer Lodge Park Site Planning and PARTF Assistance

Study Area - The project study area is defined as the new Park Property in the Town of Archer Lodge in North Carolina.

Task 1: Project Kick-Off Meeting:

The Consultant will begin the planning efforts with a kick-off meeting with the Client and staff to discuss the scope of work, project program, project timeline, project deliverables, and future meetings. The Client will invite participants, and set the location, date and time of meetings. (One Meeting in Archer Lodge)

- Site visit to park property, compilation of Park Site information; soils, topography, hydrology, etc.

Base mapping to be provided by the Town or acquired by available GIS data. One site visit is included in this task, to be scheduled concurrently with the project kick-off meeting.

Task 2: Site Master Plan Concept Phase:

The Consultant will prepare a Draft Site Master Plan of the new Park Property. The Environmental Review is included in this task. A PDF copy of each will be sent to the Town for review and approval prior to the Public Input Session. (One Meeting in Archer Lodge)

Task 2 Deliverables: Environmental Review
Draft Site Master Plan to show facilities
Cost Estimate

Task 3: Public Input Session:

The Consultant will present the Site Master Plan to the public at one Public Input Session in Archer Lodge. This meeting will provide an opportunity for feedback, comments, and questions regarding the plan. Proper prior notification to the public, and Public Meeting location, time, date and advertisement will be by the Client. Consultant will conduct the meeting, and prepare minutes to summarize comments. (One Meeting)

Task 3 Deliverables: Draft Site Master Plan Map for project to be provided for meeting, with smaller handout size copies
Meeting Minutes, attendee list, and public comments for inclusion in PARTF Application

Task 4: Prepare Draft Park Site Master Plan and Site-Specific Master Plan Document:

The Consultant will prepare the Draft Site Master Plan and Site-Specific Master Plan that includes new proposed facilities for the park. A PARTF cost estimate and vicinity map will also be prepared.

Task 4 Deliverables: Rendered Site Master Plan (11 x 17)
Site Master Plan with PARTF Outlines (11 x 17)
Cost Estimate and Site Vicinity Map
Meeting with client

Task 5: Presentations to Parks Board, Public and Council:

The Consultant will present the Site Master Plan and Site-Specific Master Plan that includes new proposed facilities for the park for approval. A PARTF Final Master Plan document, cost estimate and vicinity map will be presented.

Task 5 Deliverables: Up to two presentations to boards and councils in Archer Lodge
(Minutes to be taken by Archer Lodge Clerk)
Site Master Plan (11 x 17)
Site Master Plan with PARTF Outlines (11 x 17)
Site Specific Master Plan Document
Cost Estimate and Site Vicinity Map

Task 6: Other PARTF Application Materials Provided by the Consultant and Client:

The Consultant will prepare the required number of copies of the PARTF Application elements listed below. The Client will deliver the required number of copies of the portions of the Application they are responsible for to the Consultant for inclusion in the PARTF Application.

Task 6 Consultant Deliverables: Checklist for the Application
Description and Justification for the project (with Client Assistance)
Project Costs
Parks and Recreation Systemwide Plan for the Jurisdiction (Previously prepared in January 2015)
Recreational Needs Survey (Previously prepared in January 2015)
Site Plan & Vicinity Map
Environmental Review
Scoring System (with Client Assistance)
Master Plan for the Park (site specific)
Site Specific Master Plan Document
Documentation of Surveys/Public Involvement

Task 6 Client Deliverables: Applicant's Basic Facts and Assurances
Sources of the Applicant's Matching Funds
Attorney's Certification of Site Control
Proof of Site Control
Legal Description of the Land
Agenda, minutes, or other documentation from two or more civic group presentations that the Town coordinates
Capital Improvement Plan for Parks and Recreation
Local Board Minutes or Resolution for Adoption/Acceptance of Both Planning Documents and PARTF application

Task 7: PARTF Grant Application Assembly:

The Consultant will compile the PARTF Application. The Client shall deliver to the Consultant the required number of copies of the Deliverables listed in Task 5 above as hard copies and one digital PDF for inclusion in the package.

One digital PDF and one hard copy of the final PARTF Application package will be provided to the client. The Consultant will prepare the PARTF Application package (including copies for information prepared by the Consultant) and deliver to the RRS Main Office in Raleigh, NC.

Task 7 Deliverables: Final PARTF Application

Breakdown of Tasks by SHLA (Consultant) and Client (Town of Archer Lodge):

All Applications	Page Ref.	Number of Copies	SHLA will provide	Town of Archer Lodge to Provide
1. Checklist for Submitting a Complete Application	6	2	X	
2. Applicant's Basic Facts and Assurances	7	3		X
3. Description and Justification for the Project	8	15	X	assistance
4. Project Costs	10 - 11	5	X	
5. Site Vicinity Map	13	4	X	
6. Scoring System	20-25	3	X	assistance
7. Site Plan	12	15	X	
Projects to Construct or Renovate Facilities				
8. Environmental Review	18-19	3	X	
9. Attorney's Certification of Site Control	9	2		X
10. Local Government & School Joint-Use Agreement	5	If applicable, 2	N/A	N/A
Projects to Acquire Property				
11. Acquisition Form	17	4	N/A	N/A
12. Appraisal or Statement of Value	16	4	N/A	N/A
13. Legal Description of the Land	18	27	N/A	N/A
14. Plan for Future Development (for acquisition only projects)	15	If applicable, 4	N/A	N/A
15. History of Conveyance (for donated land)	15	If applicable, 2	N/A	N/A
Documents for the Scoring System				
16. Master Plan for the Park	20 & 27	If available, 3	X	
17. Parks and Recreation Systemwide Plan for the Jurisdiction	21 & 28	If available, 3	X	
18. Capital Improvement Plan for Parks and Recreation	21 & 28	If available, 3		X
19. Documentation of Surveys or Public Involvement	22 & 29	If available, 3	X	X
20. Local Board Minutes or Resolution for Adoption/Acceptance of Planning Documents	20, 21 & 22	If available, 3		X

B. Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing.

The following is a list of services that are NOT included in the Basic Services listed above:

- Surveying services are not included with this proposal. Surveys, elevations, and locations of underground or above ground utilities, facilities, or plants are not included in this proposal.
- Public input and public meetings not specifically listed above.
- Revisions to previously prepared Comprehensive Parks and Recreation Master Plan of January 2015.
- Detailed cost estimates.
- Copies of Park Master Plan in excess of those listed.
- Tree survey is not included.
- Environmental engineering - such as identification or mitigation of wetlands, streams, Stream buffers, FEMA floodways, flood plain, endangered species, etc.
- Administration of outside consultant's contracts for wetlands, environmental, surveying, geotechnical services, or coordination of their work is not included in this proposal.
- Reviews and revisions are included in the proposal as listed above. Additional reviews, revisions or presentations would constitute Additional Services.
- Renderings and sketches other than those listed above.
- Fast track scheduling that would require overtime pay for SHLA employees would require additional compensation.
- Preparation of Mylar plans, bid sets, sections, elevations or sketches.
- Plans for construction, or bidding or reproduction of bid sets.
- No reviews or permitting processes are included.
- Construction phase services are not included.
- Landscape maintenance plans are not included in this proposal.
- As built drawings are not included as a Basic Service.
- Relocation of utilities is not included.
- Preparation of construction contracts is not included.
- Preparation of front-end documents is not included.
- Services not specifically listed in the above Scope of Services are not included.

C. Excluded Services are not a part of Landscape Architect's Basic or Additional Services and are the responsibility of others. Excluded Services include, but are not limited to, the following:

- Subsurface conditions
- Soil issues (including suitability for plant material, soil content, level of compaction);
- Lot line location or surveying services
- Hazardous waste identification or removal
- Wetland delineation or mitigation
- Design of onsite retention, BMPs or detention
- Above or subsurface utility locations
- Electrical engineering or lighting design
- Retaining wall design or structural engineering

D. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.

Article 2 Client's Responsibilities

A. Client agrees to provide Landscape Architect with all information, surveys, reports, and professional recommendations and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.

B. Client shall furnish the services of the following consultants if their services are deemed to be necessary: surveyors, environmental specialists, structural engineers.

C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions.

D. Client will pay for all necessary permits from authorities with jurisdiction over the Project.

E. Client agrees to provide the items described in Article 2.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

F. Client and Landscape Architect will each name one Project Manager for the Project to serve for communication and coordination.

Article 3 Estimated Schedule and Project Budget

A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

B. As of the date of this Agreement, Client's Project and construction budget has not been established. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

C. Schedule:

Tasks will be completed by May 1, 2019

Article 4 Compensation and Payments

A. Client agrees to pay Landscape Architect as follows:

1. Basic Services:

- A. Basic Services Fee (includes, Site Plan, survey, public input session and PARTF Application assistance): \$23,460
(Includes mileage to meetings, incidental printing, copying for PARTF Application as listed, scanning and postage)

* SHLA will submit invoices for Basic Services on a monthly basis

2. Additional Services:

- A. Additional Meetings with client \$600 each
- B. Rendered 24 x 36 color mounted plan \$1,600
- C. Extra Presentations to boards, civic groups \$1,200 each
- D. Standard Hourly Rates and Direct Expenses are as follows:
SHLA, PLLC Professional Fees:

Landscape Architect	\$145
Landscape Project Mgr	\$95
CAD/Designer	\$90
Landscape Designer	\$85

*Overtime rates, if required to meet project deadlines, are 1 1/2 the above rates.

B. Reimbursable Expenses for Additional Services include, but are not limited to: reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.

C. Landscape Architect shall bill Client for Basic and Additional Services and Reimbursable Expenses once a month. All payments are due Landscape Architect upon receipt of invoice. An amount equal to 1.5% per month will be charged on all amounts due more than 30 days after the date of invoice. Landscape Architect may stop work if Client is 60 days overdue on any previous payments.

Article 5 Termination

A. Either Client or Landscape Architect may terminate this Agreement upon seven days written notice.

B. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

C. Upon not less than seven days' written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 6 Dispute Resolution

A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

Article 7 Use and Ownership of Landscape Architect's Documents

A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article 8 Miscellaneous Provisions

A. This Agreement is governed by the law of Landscape Architect's principal place of business.

B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.

D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.

E. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.

F. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.

G. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

H. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

I. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

J. Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

K. Susan Hatchell maintains the following Insurance:

- Workers' Compensation Insurance of \$1,000,000 each accident.
- General Liability Insurance coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate
- Professional Liability Insurance of \$1,000,000 per occurrence, \$2,000,000 aggregate.

Certificates evidencing the policies and endorsements set forth above and are available to the client. If Additional Insurance is required, it can be obtained with an increase in Professional Fees to cover the cost of the Insurance.

L. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.

M. If this Agreement is not signed and returned to Landscape Architect within 60 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

Susan Hatchell, FASLA, LEED AP
Susan Hatchell Landscape Architecture, PLLC



August 17, 2018
NC Landscape Architect No. 528

Name Matthew B. Mulhollem

Mayor

Title

Dated _____

(Seal)

Attest:

Name Kim P. Batten

Finance Officer/Town Clerk

Title

BA 2019 01

Town of Archer Lodge

Budget Amendment

Fiscal Year Ending

06/30/19

Budget Amendment

Date

BA 2019 01

04-Sep-18

General Fund/Capital Reserve Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
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Revenues:

Park Land Grants - NCDNCR (White/Horner)	10-3480-0000	-	100,000.00	100,000.00
Transfer from Park Reserve Fund 31	10-3900-3931	-	202,049.00	202,049.00
Fund Balance Appropriated	10-3990-0000	25,000.00	21,250.00	46,250.00
Cap Res: Investment Earnings	30-3831-0000	-	5,000.00	5,000.00
Cap Res: Transfer from General Fund 10	30-3900-3910	-	25,000.00	25,000.00
Park Res: Investment Earnings	31-3831-0000	-	2,500.00	2,500.00
Park Res: Transfer from General Fund 10	31-3900-3910	-	211,000.00	211,000.00
Park Res: Fund Balance Appropriated	31-3990-0000	-	202,049.00	202,049.00

Total Increase (Decrease) in Revenues**768,848.00****Expenditures:**

Gen: Transfer to Park Reserve Fund 31	10-9900-0031	111,000.00	100,000.00	211,000.00
Gen: P&R Dept: Capital Outlay	10-6120-5100	-	200,000.00	200,000.00
Gen: Closing Costs & Bank Fees	10-9110-3000	-	2,049.00	2,049.00
Gen: P&R Dept: Prof Services - S Hatchell	10-6120-1900	5,000.00	21,250.00	26,250.00
Gen: Training & Meetings-Animal Control	10-4300-3110	-	500.00	500.00
Gen: Contracted Services - Police Protection	10-4300-3525	4,000.00	(500.00)	3,500.00
Cap Res: Transfer to General Fund 10	30-9900-0010	-	30,000.00	30,000.00
Park Res: Recreation Development	31-6120-5500	-	213,500.00	213,500.00
Park Res: Transfer to General Fund 10	31-9900-0010	-	202,049.00	202,049.00
		-		-

Total Increase (Decrease) in Expenditures**\$ 768,848.00****\$ -****Justification for Budget Amendment:****To appropriate or reappropriate unanticipated revenues and expenditures as recorded.**

Adopted this 4th day of September 2018

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer