



**Town Council
Regular Meeting
January 17, 2023, at 9:30 a.m.**

**THIS MEETING WILL BE HELD ELECTRONICALLY AND IN PERSON
Please visit www.laurelpark.org for more information**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Public Comment**
- 4. Approval of the Agenda**
- 5. Consent Agenda**
 - A. December Monthly Report
 - B. Minutes- December 15, 2022, Work Session
 - C. Minutes- December 20, 2022, Regular Meeting
 - D. Minutes- December 20, 2022, Closed Session
 - E. Minutes- January 12, 2023, Closed Session
 - F. Releases and Refunds- Taxes
- 6. Old Business**
 - A. Laurel Park Signs Update
- 7. New Business**
 - A. YAM yoga dates at JOR
 - B. Parks and Greenways Goals List
 - C. RTAC Update
 - D. Contract for Laurel Green Stream Restoration
- 8. Town Manager's Report**
- 9. Department Head Reports**
 - A. Public Works
 - B. Fire Department
 - C. Police
 - D. Administration
- 10. Mayor and Commissioner Comments**
- 11. Adjournment**



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Title of Item: Consent Agenda

Presenter: Mayor J. Carey O’Cain

Attachment(s): Yes/No

- Monthly Report
- Tax Release and Refund

Summary of Item:

The monthly financial and zoning report from December 2022 and the Tax Release and Refund are attached.

Council Action Requested:

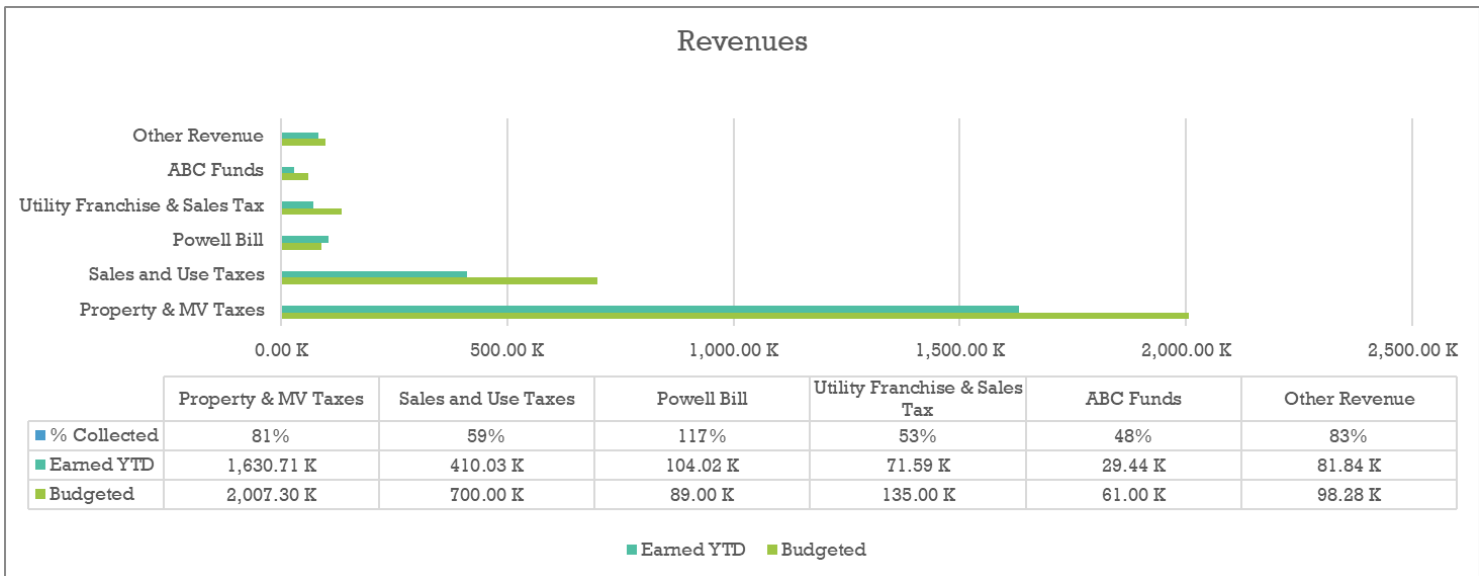
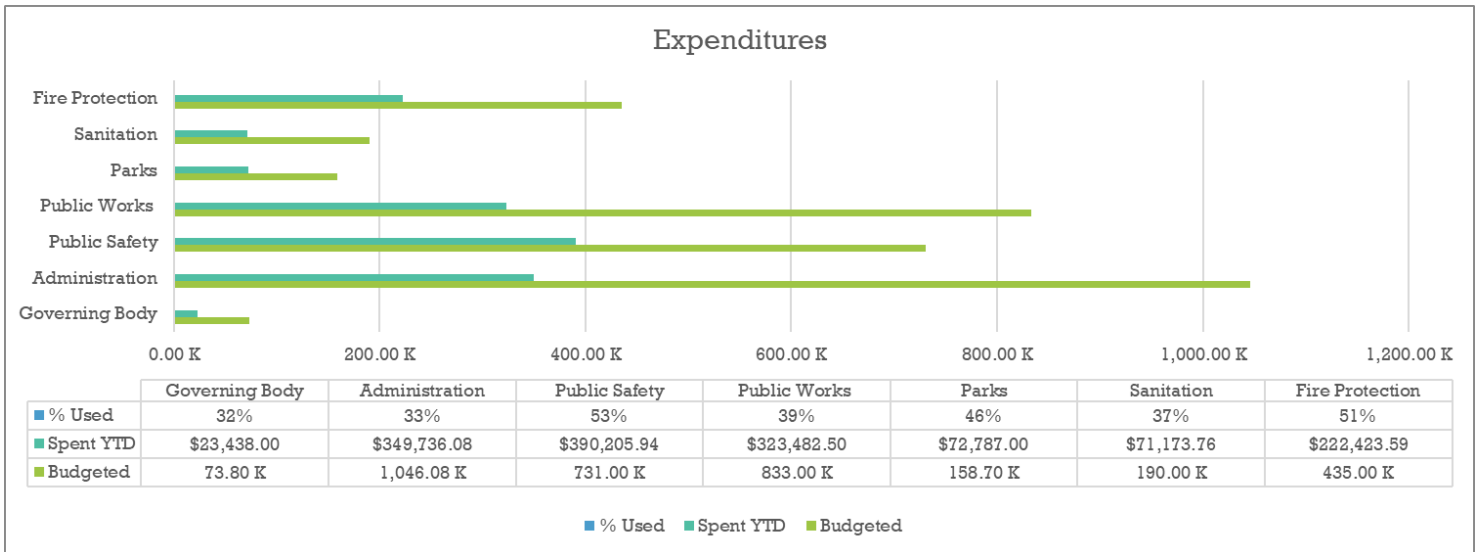
Staff requests the Town Council review the consent agenda.

Suggested Motion:

Move to approve the consent agenda.



Quarterly Report (Oct, Nov, Dec)



Tax Collector's Report (December 31, 2022)-

For prior year taxes, a total of \$30,040.49 remains outstanding. The Town received \$473,311.00 from Henderson County for property taxes collected for August and a total of \$1,616,330.56 since the 2022 bills were mailed. The 2022 tax levy is \$1,867,476.57. The Town currently has a collection rate of 89.982%.

Outstanding Certificate of Occupancy Single Family Homes

PERMIT #	ADDRESS/LOT NO.	Owner/Builder	Status
2020-34	287 Alta Cir	Traci Clark	In Progress
2021-1	33 East Ramp	Michael Hux	In Progress
2021-7	91 Ransier Dr	Chris Nevel	Permit Issued
2021-13	9558565741	Sigfrid Della Valle	In Progress
2021-19	212 Beechwood	Jennifer Yost	Building Permit
2021-20	126 Elm Ln	Chris Brock	Building Permit+
2021-25	209 Sunny Ridge Rd.	Walter Baker	Building Permit
2021-40	276 Roberts Dr	Chris Miller	In Progress
2022-1	312 Daniel Dr	Chris St. Onge	In Progress
2022-7	211 Lady's Fern Trl	Chris Miller	In Progress
2022-23	74 Indian Woods Trl	Jon Skillman	In Progress

Department Updates

Planning and Zoning- Permits Issued by type for December 2022.

- **New Single-Family Homes – 0**
- **Deck – 0**
- **Signs -**
- **Additions/Remodel – 3**
- **Fence – 0**
- **Swimming Pool – 0**
- **Total – 3**



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Title of Item: Laurel Park Signs Update

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Draft Signs

Summary of Item:

At the December regular meeting the Council asked staff to make a few changes to the new corporate limit signs for Laurel Park. Staff met with Summit Marketing, which developed the proof that is in the agenda packet.

Council Action Requested:

Review and discuss cooperate limit signs.

Suggested Motion:

Move to approve/deny the cooperate limit signs.



WELCOME TO
LAUREL PARK
CHARTERED 1925



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Title of Item: YAM yoga dates at JOR

Presenter: Tim Culberson

Attachment(s): Yes/**No**

Summary of Item:

YAM Yoga would like to hold free yoga sessions again this year from April through October at Jump Off Rock on Mondays from 6:00 to 7:00 pm.

Council Action Requested:

Discuss yoga sessions and dates.

Suggested Motion:

Move to approve/deny the free yoga sessions at Jump Off Rock from April through October on Mondays from 6:00 p.m. to 7:00 p.m.



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Parks and Greenways Goals List

Presenter: Chair of the Parks and Greenways Board- Gary Anderson

Attachment(s): Yes/No

- P&G Draft Goals 23/24

Summary of Item:

The Parks and Greenways Board would like to receive feedback from Council on goals for FY 2023-2024.

Council Action Requested:

Review the goals and objectives of the Parks and Greenways Board. Prioritize, amend and rank the goals Council would like the Parks and Greenways Board to accomplish this year.

Suggested Motion:

For discussion only.

Town of Laurel Park

Parks and Greenways Board

2023-2024 Goals (Draft)

(January 11, 2023-June 30, 2024)

Gary Anderson – Chair

Judy Lyons – Vice Chair

Joe Robustelli – Secretary

Jenny Brown – Member

Todd Plessel - Member

Denise Layfield – Member

Terry Pierce – Member

George Banta – Town Council

Bryan Hensley – Parks Staff

1. Laurel Green Park Renovation (Layfield) (\$10,000)

- a) Coordinate landscape plan and installation of additional plantings at the entrance of Laurel Green Park to provide visual screen at parking lot, particularly the left entrance flank.
- b) Coordinate landscape plan and installation of two to three specimen trees in first circle of Laurel Green and eliminate remnants of dead trees there.
- c) Develop an inventory of maintenance needs at Little Laurel Green and investigate the possibility of a volunteer group helping with those needs and potentially adding new features to the park.
- d) Determine what alterations the stream restoration project will have on the entrance to Little Laurel Green and respond appropriately with additional plantings, if desired.
- e) Coordinate with stream restoration project.

2. Laurel Park Walking Paths (Brown & Plessel) (\$2000)

Continue the work of the Walking Trails Committee (a joint project of P&G and FLP). 2023 focus is on:

- a) Building out trails in Crystal Spring and Glenn Rock Spring parks
- b) Come up with a License Agreement that indemnifies private landowners who agree to grant a pedestrian trail license that town attorney and Town Council agree to
- c) Mapping:
 - i. Getting all our trails mapped
 - ii. Maps should be on the town's website and hard copies available at Town Hall
- d) Open more trails on private land via permission/license, e.g., Prior Preserve, connecting blue and yellow trails via Hansen land, Cascade Falls, Sabine- Orchard Circle. Main goal here is to connect blue, yellow, green and red trails

3. Landscape/Beautification Projects (Robustelli, Lyons, Pierce) (\$5,000)

- a) Continue to organize volunteer gardeners to maintain and improve public spaces in Laurel Park
- b) Maintain and improve all of our public area garden spaces
- c) Continue to organize and support the “Adopt-a-Garden” program with the Friends of Laurel Park which concentrates on our many pocket parks and other less formal areas in Laurel Park
- d) Establish a path thru Canal Park to move pedestrian traffic on the Blue Trail off Lake Drive
- e) Establish multiple pollinator gardens in Canal Park and consider adding pollinator housing
- f) Continue supporting the return of rhododendrons to Rhododendron Lake Nature Park

4. Glenn Rock Spring Park (Plessel, Anderson) (\$20,000*)

**has been contracted from previous budget cycle*

Oversee the contracted work of Southwinds Landscapes for the development of Glenn Rock Spring Park. This work is to include:

- a) An entrance ramp with handrail to access park from Echo Circle
- b) Steps cut into the rock outcropping, with safety rail
- c) Additional rock steps with safety rail to bring walkers safely down to the natural spring area
- d) Rebuilding the rock retention pond at the spring to create a small pond feature

5. Review Parks and make recommendations for Improvements/Amenities (All) (\$0)

Plan monthly visits to each park and greenway. Work closely with Bryan Hensley on maintenance and improvements. Support as needed.

6. Bee City USA (Layfield) (\$2,000)

- a) Establish a small committee to focus on maintaining Laurel Park’s status as a Bee City
- b) Complete renewal application February 2023 and pay annual renewal fee
- c) Coordinate two public events that call attention to the importance of pollinator habitats. (Examples, beekeeper event/presentation and/or No Mow May public awareness)
- d) Be intentional about improving pollinator habitats when adding additional plants in all town parks
- e) Develop a guidance statement for an integrated pest management plan in specifically designated pollinator habitats in town parks (i.e. Fifth Avenue buffer in Laurel Green Park)
- f) Add educational signage in Laurel Green Park that coordinates with stream restoration project

7. Bluebird Box Maintenance (Pierce) (\$500)

Organize volunteers to maintain all bluebird boxes on town property. Coordinate with Commissioner Hansen, Mike Erwin and Joe Sander

8. Ecusta Trail & Henderson County Master Greenway Plan (Brown, Anderson, Pierce) (\$3,000)

Work on LP's interaction with Ecusta Trail with initial focus on the Laurel Green Park property closest to the Ecusta Trail. Create a stopping place for cycles/walkers with 2 picnic tables and a bike rack. Cost approx \$3000. Eventually add a bike tool station and water station (bottle filler/drink fountain/dog water) if these amenities are not going to be otherwise provided by The Ecusta Trail or nearby businesses.

9. Organize with FLP an Arbor Day Celebration each April (Anderson, Lyons & Robustelli) (\$500)

10. Be Alert to Opportunities for Property Acquisition for Parks/Trails (Brown, Layfield) (\$0..??)

Explore the possibility of creating a 20-acre nature preserve with trails from part of Woodlawn (historic property on Robinson Ln that is for sale), Prior Preserve and Quattlebaum flagpole property. Maybe a pipe dream; maybe not.

11. Volunteer Appreciation Picnic (Robustelli, Lyons, Anderson) (\$300)

Organize a cookout at Rhododendron Lake Nature Park to honor our many volunteers that help keep our mountain looking great!

12. Support Invasive Species Control/Removal Project (Brown) (\$0..?)

Work with town to remove invasive species on town properties and rights of way; conduct media/education campaign to encourage homeowners to remove vines; explore creating a volunteer group to help homeowners eradicate invasives.

13. Historical Marker Initiative (Pierce) (\$5,000)

Continue project w Commissioner Hansen and FLP

14. Bicycle Committee (Plessel) (\$1,000)

Work closely with Blue Ridge Cycling Club on developing and marking 3 safe bike routes in Laurel Park. Create brochures and maps for these routes, available to our residents. Purchase materials for properly marking these routes.

15. Laurel Park Newsletter (Pierce) (\$0)

Highlight to work of the Parks and Greenway Board with an article in the town's newsletter.

16. LP Centennial (Anderson)

(\$0)

Attend the centennial planning meetings. Report to the Parks and Greenway Board with information pertinent to our group.

17. Support the Hwy 64 Roundabout Landscape Plans (Lyons)

(\$0)



TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY

Title of Item: RTAC Update

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

Summary of Item:

Council asked for an update from the Rail Trails Advisory Committee. Town Manager Alex Carmichael will provide a brief update.

Council Action Requested:

None at this time.

Suggested Motion:

None at this time.



**TOWN OF LAUREL PARK
AGENDA ITEM SUMMARY**

Title of Item: Contract for Laurel Green Stream Restoration

Presenter: Town Manager Alex Carmichael

Attachment(s): Yes/No

- Baker Contract

Summary of Item:

Attached to this agenda is a contract with Baker Grading and Landscaping, Inc. for the construction of the Laurel Green Stream restoration project. Baker was the lowest priced responsible responsive bidder to the Town's request for proposals.

Council Action Requested:

Review and discuss contract for Laurel Green Stream restoration project.

Suggested Motion:

Move to approve contract agreement with Baker Grading and Landscaping, Inc. for Laurel Green Stream restoration project.



Baker Grading & Landscaping, Inc.

CONTRACT AGREEMENT

THIS AGREEMENT entered into this, **December 19, 2022**, by and between **Baker Grading & Landscaping, Inc.** of the State of North Carolina, with its principal office at 1000 Bat Cave Road, Old Fort, NC 28762, the "Contractor", hereinafter called ("**BAKER**"), and the **Town of Laurel Park of 441 White Pine Drive, Laurel Park, NC 28739**, the "Owner", hereinafter called ("**TOLP**").

WITNESSETH:

The Contractor "**BAKER**" has entered into a contract dated **December 19, 2022**, based on a proposal filed **October 27, 2022**, with the Owner "**TOLP**", for the construction of a project identified as: **Laurel Green Stream Restoration**, hereinafter called (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner "**TOLP**" and the Contractor "**BAKER**" agree as follows:

ARTICLE 1 - SCOPE OF WORK

- (1) BAKER shall perform all construction services, and provide all material, equipment, tools, and labor, necessary to complete the Project as described in the attached proposal dated **October 27, 2022**, and reasonably inferable from the Contract Documents, including any additions, deletions or modifications mutually agreed upon and formally incorporated into the Project.

ARTICLE 2 - THE CONTRACT AND CONTRACT DOCUMENTS

- (1) **The Contract:** The Contract between BAKER and TOLP consists of this document and the other Contract Documents described in Article 2 Section 2, "The Contract Documents". The Contract shall be effective as of **December 19, 2022**, the date of its approval, and that date shall also be considered the execution date of the Contract.
- (2) **The Contract Documents:** The Contract Documents consist of this Agreement (including all Exhibits, Schedules, and Attachments), the Proposal dated **October 27, 2022**, and all Construction Documents hereafter prepared by BAKER and approved by TOLP including all written modifications, amendments, minor changes, Change Orders and Field Orders issued hereafter in accordance with this Agreement and the Contract Documents.

ARTICLE 3 - GENERAL PROVISIONS

- (1) TOLP and BAKER agree to proceed on the basis of trust, good faith, and fair dealing.
- (2) BAKER is fully qualified to act as the general contractor for the Project and is, and will remain, licensed to practice general contracting by all public entities that have jurisdiction over BAKER or the Project.

- (3) BAKER will maintain all necessary licenses, permits, or other authorizations necessary to act as the Contractor for the Project until BAKER's duties under this Contract have been satisfied.
- (4) The standard of care and standard of services applicable to BAKER's construction services is the degree of skill and diligence normally employed by providers of technical services, construction professionals, and skilled construction tradesmen and/or staff performing the same and/or similar services.
- (5) All notices to BAKER shall be in writing and shall be signed by an authorized representative of TOLP. Such notices can be delivered in person to the official representative of BAKER or mailed to BAKER's official address in Article 10 Section 2 hereof. Such delivery in person or by mail shall constitute a service of notice.

ARTICLE 4 - INTERPRETATION AND INTENT

- (1) It is the intent of TOLP and BAKER to include all items necessary for the proper execution and completion of the Project. Prior to execution of the Agreement, TOLP and BAKER shall review all the Contract Documents, for any conflicts or ambiguities. TOLP and BAKER will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement.
- (2) The Contract Documents are intended to permit the parties to complete the Project and all obligations required by the Contract Documents within the construction schedule and Contract Price.
- (3) The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.
- (4) In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, TOLP and BAKER shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Article 2 Section 2 of The Contract Documents hereof.
- (5) If TOLP's Project Criteria contain specifications:
 - (a) BAKER shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in TOLP's Project Criteria.
 - (b) BAKER shall be entitled to an adjustment in the Contract Price and/or Contract Time to the extent BAKER's cost and/or time of performance have been adversely impacted by such inaccurate design specification.
- (6) The Contract Documents for the entire agreement between TOLP and BAKER and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

ARTICLE 5 - CONTRACT TIME

- (1) **Contract Commencement:** The “Commencement Date” is within **(60)** days of BAKER’s receipt of TOLP’s Notice to Proceed (“Date of Commencement”) unless the parties mutually agree otherwise in writing.
- (2) **Contract Time:** The work will be substantially complete and ready for final payment within **120** calendar days. Any delay in the Contract Commencement Date that adversely affects the Project schedule shall not bind BAKER to the original Contract Time and Contract Schedule.
- (3) **Substantial Completion:** Substantial Completion is the date on which the Project, or an agreed upon portion of the Project, is sufficiently complete in accordance with the Contract Documents so that TOLP can occupy or use the Project or portion thereof for its intended purposes.
- (4) **Final Completion:** Final Completion of the Project or identified portions of the Project shall be achieved as expeditiously as reasonably practicable and without adverse affect to quality workmanship.
- (5) **Time is of the Essence:** TOLP and BAKER mutually agree that time is of the essence with respect to maintaining in good faith the schedules, milestones, dates, and times set forth in the Contract Documents.

ARTICLE 6 - CONTRACT PRICE

- (1) **Contract Price:** TOLP shall pay BAKER in accordance with the Contract Documents the sum of **Four Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$417,500.00)** the (“Contract Price”), subject to adjustments made in accordance with The Contract Documents of Article 2 Section 2 hereof.

ARTICLE 7 - PROCEDURE FOR PAYMENT

- (1) **Application for Payment:** BAKER shall submit to TOLP on the **thirtieth (30th)** day of each month, beginning with the first month after the date of Contract Commencement, BAKER’s Application for Payment on the basis for Work completed during the previous month.
- (2) **Progress Payments:** TOLP shall make payment within **ten (10)** days after TOLP’s receipt of each properly submitted and accurate Application for Payment, but in each case less the total of payments previously made for Work completed.
- (3) **Interest:** All Payments due and unpaid by TOLP to BAKER shall bear interest commencing **(30) days** after payment is due at the rate of **one and one-half percent (1.5%)** per month until paid.
- (4) **Engineer of Record:** Robinson Design Engineers of 129 Third Avenue West, Hendersonville, NC, 28792, hereinafter called (“**RDE**”) shall serve as the Engineer of Record for the Project. RDE shall inspect and approve, on behalf of TOLP, the accuracy, and workmanship of the work completed in accordance with the contract documents each application for payment prior to a progress payment.

ARTICLE 8 - SUSPENSION AND TERMINATION

- (1) **Termination:** Upon (30) day's written notice to BAKER, TOLP may, for its convenience and without cause, elect to terminate this Agreement. In such event, TOLP shall pay BAKER for the following:
 - (a) All Work executed and for proven loss, cost, or expense in connection with the Project;
 - (b) The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors, Engineers, and Design Consultants; and
 - (c) The fair and reasonable sums for overhead and profit on the sum of items (a) and (b) of Article 8 Section 1 above.
- (2) **Suspension:** In the event TOLP directs a suspension of performance, through no fault of BAKER, and provided BAKER submits a proper claim as provided in this Contract, TOLP shall pay BAKER as full compensation for such suspension BAKER's reasonable costs, actually incurred and paid, of:
 - (a) demobilization and remobilization, including such costs paid to Subcontractors, Engineers, and Design Consultants;
 - (b) preserving and protecting Construction Work in place;
 - (c) storage of materials or equipment purchased for the Project, including insurance and bonds thereon; and
 - (d) performing in a later, or during a longer, time frame than that contemplated by the Project Proposal dated **October 27, 2022**, and/or the "Contract Documents".

ARTICLE 9 - INSURANCE

- (1) Before commencing Work for the Project, BAKER shall provide TOLP verifying certificates of Insurance from reputable insurers authorized to do business in the state of North Carolina.
- (2) Per industry standards, BAKER shall warrant that policies shall not be canceled or changed until at least thirty (30) days prior written notice has been given TOLP.
- (3) Unless otherwise required in this Agreement, BAKER shall during the performance of the Contract, maintain in full force and effect Insurance complying with all North Carolina statutory requirements and maintain a minimum insurance coverage during the Project of the types and amounts specified:
 - (a) **Comprehensive General Liability** including the following:
 - \$1,000,000 Each Occurrence for bodily injury and property damage
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 General Aggregate over all interests
 - (b) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
 - \$1,000,000 Bodily Injury
 - \$1,000,000 Property Damage
 - (c) **Worker's Compensation Insurance** including the following:
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Employee
- (4) A certificate of Insurance shall be included as "Exhibit B".

ARTICLE 10 - REPRESENTATIVES OF THE PARTIES

- (1) TOLP has designated the person below as its designated representative for general management of this Agreement. Any reference to TOLP herein is a reference to the person named below, but only in such person's capacity as a representative for TOLP.

Name: Alex Carmichael
Title: Town Manager
Address: 441 White Pine Drive, Laurel Park, NC 28739
Phone: (828) 693-4840
Email: TownManager@laurelpark.org

For the purpose of correspondence and notices, copies shall be sent to:

ATTN: Alex Carmichael
Town of Laurel Park
441 White Pine Drive
Laurel Park, NC 28739
Phone: (828) 693-4840
Email: TownManager@laurelpark.org

- (2) BAKER has designated the person below as it's designated representative for general management of this Agreement.

Name: Charles Baker
Title: Vice President, Managing Director
Address: 1000 Bat Cave Road, Old Fort, NC 28762
Phone: (828) 668-5060 ext. 11
Fax: (828) 668-5065
Cell: (828) 318-5635
Email: charles@bakergrading.com

For the purpose of correspondence and notices to BAKER, copies shall be sent to:

ATTN: Charles Baker
Baker Grading & Landscaping, Inc.
1000 Bat Cave Road
Old Fort, NC 28762
Phone: (828) 668-5060
Fax: (828) 668-5065
Email: charles@bakergrading.com

ARTICLE 11 - INDEMNIFICATION

- (1) BAKER and TOLP shall, to the extent that the same may be caused by its own negligence or willful misconduct, defend and indemnify the other, its officers, employees, and agents, against and hold them harmless from all liability, damage, cost, or expense. Prompt notice shall be given of any such claim.

ARTICLE 12 - WARRANTY

- (1) BAKER warrants to TOLP that all Work will be of good quality and will conform with the Contract Documents. Work not conforming to the requirements of the Contract Documents will be corrected by BAKER.
- (2) All material's furnished and incorporated into the Project will be of good quality, and free of defects.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

- (1) **Governing Laws:** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions.
- (2) **Partial Invalidity:** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
- (3) **Default:** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
- (4) **Non-Disclosure:** Except as expressly permitted by the Agreement, BAKER and TOLP shall maintain to each and the other all Proprietary Information in confidence and not disclose it to any third party. TOLP shall handle the Proprietary Information with the same degree of care it applies to its own confidential information, and at a minimum all due care to protect the confidentiality of the Proprietary Information.

LIST OF EXHIBITS AND CONTRACT SUPPLEMENTS

EXHIBIT A	PROPOSAL DATED OCTOBER 27, 2022
EXHIBIT B	INSURANCE
EXHIBIT C	PLANSET DATED AUGUST 29, 2022

IN EXECUTION of this Agreement as of the date first written above, TOLP and BAKER each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each is duly authorized with the necessary corporate approvals to execute this Agreement, and perform the services described herein.

ATTEST:

Baker Grading & Landscaping, Inc.
1000 Bat Cave Road
Old Fort, NC 28762

Witness

(Contractor)

Name: _____

Date: _____

Title: _____

Town of Laurel Park
441 White Pine Drive
Laurel Park, NC 28739

Witness

(Owner)

Name: _____

Date: _____

Title: _____

EXHIBIT A

BAKER GRADING & LANDSCAPING, INC.

Proposal
Laurel Green Stream Restoration

PROBABLE COST AND SCOPE

Task	Budget
Tree Protection and Removal	\$9,400.00
Stream Stabilization	\$70,000.00
Grading & Finishing Floodplain Activation Areas and Land Forms	\$89,500.00
Stormwater Retrofits	\$31,125.00
Boardwalk Construction	\$68,000.00
Hardscape Construction (Boulder Access Areas)	\$88,475.00
Vegetation Ground Prep and Planting	\$61,000.00
Total Estimate of Probable Cost	\$417,500.00
 <i>Add Alternate</i>	
<i>Rhododendron Lake Nature Park Bank Stabilization Repairs</i>	\$15,000.00