

# SPECIAL CALL TOWN COUNCIL

Municipal Center Council Chambers

November 14, 9:00 am

## Minutes

I. **Call to Order:** *Mayor Belt called the meeting to order at 9:00 am.*

II. **Roll Call:**

**Present at the Meeting:** Bradley Belt, *Mayor*  
Russell Berner, *Mayor Pro Tem*  
Madeleine Kaye, *Council Member*  
Lance Spencer, *Council Member*

**Present Via Zoom:** Luke Farrell, *Council Member*  
Steve Coe, *Caplea Coe Architects, Inc.*  
Patrick Bradley, *Haynesworth Sinkler Boyd*

**Also Present:** Stephanie Monroe Tillerson, *Town Administrator*

III. **Citizens' Comments (Agenda Items Only):**

There were no citizen comments on agenda items.

IV. **New Business:**

A. To Consider Approval of the Contract with Caplea Coe/H3 as the Architect of Record for the Design of the Civic and Cultural Center Addition

Mayor Belt provided background on the agenda item, explaining that at a prior meeting, the Council approved the Design Selection Committee's recommendation of Caplea Coe/H3 as the architect of record for the project and authorized the Mayor to enter into contract negotiations. He noted they had hoped to complete negotiations by the last Council meeting, but did not finalize the contract, which required this special call meeting. The Mayor expressed appreciation to Mr. Coe and his team for their willingness to engage in the back-and-forth negotiations, to Mayor Pro Tem Berner for his comments, and to Mr. Bradley for his assistance with the process.

Mayor Belt entertained a motion to approve Caplea Coe as the architect of record and move forward with the contract.

*Mayor Pro Tem Berner made a motion to approve Caplea Coe as the architect of record and move forward with the contract. Council Member Kaye seconded.*

Mayor Pro Tem Berner proposed adding several requirements to Article 3.1.3: that a schedule be provided within 2 months after agreement execution for the entire project (not just design); that the schedule be updated at least once every 2 months; that it include activities for preparation of drawings for each trade; identify significant phases (schematic, design development, and construction documents); include time for owner review and comment on the design with allowance for revisions; include activities for GMP pricing by the construction manager; and include activities for permitting and governmental approvals.

Mr. Bradley and Mr. Coe confirmed they had no issues with the proposed scheduling additions, as they had already planned to create an overall project schedule including those elements.

*Mayor Pro Tem Berner made a motion to approve the adjustments to Article 3.1.3 as stated and excepted by the counterparties. Council Member Spencer seconded the motion, and it was unanimously approved.*

Mayor Pro Tem Berner then addressed Article 3.1.8 regarding GMP estimating and Article 3.3.7 concerning cost estimates. His primary concern was ensuring the design would stay within budget before retaining the construction manager. He worried that if the project was over budget after schematic design, the Town might have to pay for redesign costs.

Mr. Coe clarified that his firm would be doing cost estimating during schematics, not the construction manager, who would not be on board yet. He confirmed their contract was based on construction costs of \$9.5 million within a total project budget of \$12 million. He assured that if, during schematics, they were over budget, they would continue working without additional charge to provide a design meeting the budget.

Further discussion led to revising the first sentence of Article 3.3.7 from "Upon receipt of the construction manager's review comments and cost estimate" to something like "The architect shall prepare a cost estimate and present it at the conclusion of the schematic design phase."

***Mayor Pro Tem Berner moved to make the change to Article 3.3.7 as discussed by the Mayor and confirmed by Mr. Bradley and Mr. Coe. Council Member Spencer seconded the motion.***

Council Member Farrell questioned whether, as the architecture progresses and costs rise, there is language or a process for the Council to work with the architect and review proposed substitutions or changes. Mayor Belt clarified that it would not be realistic to bring every decision back to Council, and that an established Building Committee would be empowered to make such decisions.

Council Members discussed concerns about the Council not making decisions on changes and about the process used to establish a Building Committee for the construction of the Municipal Center, including a charter that defined its approval parameters and what had to be approved by the Council.

***Following the discussion, the motion was unanimously approved.***

Mayor Pro Tem Berner raised concerns about Article 4.2.3 regarding site visits and inspections. He questioned the meaning of "one inspection for any portion of the work" for the purpose of substantial completion. Mr. Bradley and Mr. Coe explained that this referred to a single substantial completion inspection for the entire project, since it was not a phased project.

Mr. Coe elaborated on the formal definition of substantial completion - when the project is complete and ready for the owner's intended use. He distinguished this from the regular observations and deficiency lists prepared during their 36 site visits throughout construction. He also noted that if the contractor incorrectly certified that the project was ready for substantial completion inspection, the owner could backcharge the contractor for additional inspection costs.

Mayor Pro Tem Berner expressed satisfaction with this clarification and moved to his final concern regarding Article 4.2.5, which stated that if the job were not completed within 36 months, any architect services would be considered additional services. He was concerned this was unfair, particularly for tasks such as as-built drawings that would be done regardless of timing.

Mr. Coe explained that they would not be double-charging but would only charge for services extended beyond the 36 months. He clarified it would primarily be for continuing site visits, meetings, and efforts to get the contractor to complete the job. Mayor Pro Tem Berner suggested adding clarifying language after "extension of architect services beyond that time" to specify examples like "monthly site visits or other meetings happening beyond the 36 months."

***Mayor Pro Tem Berner moved to amend Article 4.2.5 with the clarifying language discussed. Council Member Spencer seconded the motion, and it was unanimously approved.***

Council Member Farrell asked about the 36-month timeline and whether completing the project sooner would save money. Mr. Bradley explained he had already negotiated an extension from Mr. Coe's initial 30-month proposal to 36 months. Mr. Coe clarified that the 36 inspections were not tied to months but to a total number of approximately 2 per month over an 18-month construction period.

Council Member Farrell also questioned the 10% markup on reimbursed expenses in Section 11.8.2. Mr. Coe explained that this covered office overhead and invoicing expenses, which Mayor Pro Tem Berner confirmed were normal in the construction industry.

Council Member Spencer raised several points. He noted that the Mayor's name was misspelled on page 27, using this as an example of the need for careful review and sufficient time to thoroughly examine documents. He emphasized the importance of determining which decisions would need to come back to the Council and which could be handled by the Building Committee.

Council Member Spencer also expressed concern about not seeing specific design requirements in the contract package, asking when they would see the actual requirements against which the contract would be executed. He mentioned items like sustainability requirements and LEED (Leadership in Energy and Environmental Design) certification recommendations from the Resilience Committee.

Mayor Belt responded that program parameters had been established during the RFQ and design selection process. He noted that pursuing formal LEED certification was expensive and that they could achieve many objectives without it. The Mayor explained that the architect's initial conceptual design was larger and more expensive than the budget allowed, so the iterative process would involve working with them to narrow it within budget constraints.

The discussion turned to the need for regular updates and the role of the Building Committee. Council Members emphasized the importance of a charter that defines which decisions the committee may make and which require council approval. There was agreement that while tactical decisions, such as floor tile selection, could be delegated to the committee, strategic decisions and regular progress updates should come to the Council.

Mr. Coe offered to provide PowerPoint presentations at project milestones at no additional charge, emphasizing that keeping the client informed leads to better projects. Council members appreciated this commitment to communication and transparency.

*Mayor Pro Tem Berner made a motion to approve the contract with Caplea Coe/H3 as architect of record, as amended. Council Member Spencer seconded the motion, and it was unanimously approved.*

**V. Council Member Comments:**

Council members expressed gratitude to the committee for their work on the project.


**VI. Citizens' Comments:**

A citizen who did not approach the microphone urged the Council to make the auditorium facility as large as possible.

**VII. Adjournment:**

*Mayor Belt thanked Mr. Coe and Mr. Bradley for their participation and adjourned the meeting at 10:05 am.*

Submitted by,

  
Petra S. Reynolds, Town Clerk

12.3.2025  
Date