



Town of Archer Lodge

AGENDA

Regular Council Meeting & Public Hearing on Proposed Annual Budget for FY 2018

Monday, June 5, 2017 @ 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:

3 - 20

- 4.a. Approval of Minutes:
 - 12 Dec 2016 - Regular Council Minutes
 - 03 Jan 2017 - Regular Council Minutes
 - 17 Jan 2017 - Work Session Minutes
 - [Regular Council - 12 Dec 2016 - DRAFT](#)
 - [Regular Council - 03 Jan 2017 - DRAFT](#)
 - [Work Session - 17 Jan 2017 - DRAFT](#)

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- 4.b. Approval of Budget Amendment BA 2017 05 - General Fund, Capital Reserve Fund & Park Reserve Fund
[BA 2017 05](#)
- 4.c. Approval of Summer Hours for Town Hall / Staff
(Retroactive back to Monday before Memorial Day weekend continuing through Monday, Labor Day Holiday)
 - 8:30 am - 6:00 pm ~ Monday, Tuesday, Wednesday & Thursday
 - 8:30 am - 12:30 pm ~ Friday
 - Four - 9 hour days with a 30-minute lunch break & One - 4 hour day

5. PUBLIC HEARING ON PROPOSED ANNUAL BUDGET:

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

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- 22 - 24 6.a. Discussion and Consideration of Proposed Annual Budget Ordinance for Fiscal Year Ending June 30, 2018
[Budget Ordinance FY17-18](#)
- 25 - 37 6.b. Consideration of Engaging May & Place, PA to audit financial records for Fiscal Year ending June 30, 2017 and Approving Audit Contract for Fiscal Year ending June 30, 2017
[May & Place, PA - Engagement Letter FY 2017](#)
[May & Place, PA - Audit Contract FY 2017](#)

7. TOWN ATTORNEY'S REPORT:

8. ADMINISTRATIVE CONSULTANT'S REPORT:

9. FINANCIAL/TOWN CLERK'S REPORT:

- 38 - 40 9.a. May 2017 Financials
[MAY 2017 & FYTD](#)

10. PLANNING/ZONING REPORT:

- 41 - 48 10.a. Revised Junk Car Ordinance Discussion
[Junk Cars Ordinance - DRAFT 6-2-17](#)
- 10.b. Consideration of Public Hearing on a Proposed Ordinance on Abandoned, Junked and Nuisance Vehicles
Date Considered - Monday, July 10, 2017 Regular Council Meeting

11. VETERAN'S COMMITTEE REPORT:

12. MAYOR'S REPORT:

- 12.a. Hiring New Position (Administrative Support Specialist/Deputy Clerk) Process
- 12.b. Town of Clayton's Memorandum of Agreement for Animal Control Services for FY2018 Discussion

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

14. ADJOURNMENT:



Regular Council - Minutes Monday, December 12, 2016

COUNCIL PRESENT:

Mayor Gordon
Mayor Pro Tem Mulhollem
Council Member Castleberry
Council Member Wilson

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Kim P. Batten, Finance Manager/Town Clerk
Bob Clark, Planning/Zoning Administrator
Don Belk, Senior Planner

COUNCIL ABSENT:

Council Member Jackson
Vacant Council Seat

MEDIA PRESENT:

Drew Jackson - N&O, Clayton News-Star
Mickey Lamm - WTSB/Jo Co Report

SPECIAL GUESTS:

Johnston County Sheriff, Steve Bizzell
Retired Jo Co Clerk of Court, Will Crocker
Jeffrey D. Barnes & Family

1. WELCOME/CALL TO ORDER:

a) Call to Order & Invocation

Mayor Gordon called the meeting to order at 6:30 p.m. in Archer Lodge Town Hall located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Mayor Pro Tem Mulhollem offered the invocation.

b) Pledge of Allegiance

Mayor Gordon led in the pledge of allegiance to the US Flag.

2. APPROVAL OF AGENDA:

- a)** No additions or changes noted.
Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Mulhollem

Agenda Approved

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- a)** Mr. Neal Brantley of 4796 Covered Bridge Rd, Clayton, NC addressed council with a segment on "Banding the Electoral College."

4. CONSENT AGENDA:**a) Approval of Minutes:**

Work Session Minutes - 03 October 2016

Regular Council Minutes - 17 October 2016

Work Session Minutes - 07 November 2016

Moved by: Mayor Pro Tem Mulhollem

Seconded by: Council Member Castleberry

Consent Agenda Approved

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:**a) Nominations for Town Council Seat Vacancy & Discussion**

Mayor Gordon opened the floor for nominations to fill the vacant council seat and noted that Council will have 30 days to consider the nominations before voting at the January meeting.

Prior to nominations, Council Member Wilson corrected an article appearing in the Clayton News-Star about how he and Council Member Jackson were appointed to Council. He noted that he was elected to a vacant seat and Council Member Jackson was appointed but not from a previous election. Before making any nominations, Council Member Wilson suggested that council consider looking at the last election for a possible candidate to fill the vacant seat due to Council Member Vinson's resignation.

Council Member Wilson nominated Debbie Barnes to fill the vacancy based on her background and experience with state government in finance and budgeting. Mayor Pro Tem Mulhollem nominated Teresa Bruton because she currently serves as our Planning Board Chairman and has held that position since inception. He further noted she is a Professional Civil Engineer with NCDOT and has experience and knowledge of our ordinances and would be a fine leader.

Having no more nominations, Mayor asked for a motion to close the nominations.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Mulhollem

Nominations Closed

CARRIED UNANIMOUSLY

b) Consideration of Archer Lodge Planning Board Member Appointments

Mayor Gordon reminded Council that the 3-year term for Bob Davis and Jim Purvis expires at the end of the month and both Davis and Purvis applied for reappointment and newcomer, John Oglesby applied for appointment to the Planning Board. Mayor Gordon opened the floor for discussion or a motion.

Moved by: Mayor Pro Tem Mulhollem

Seconded by: Council Member Castleberry

Reappointed Jim Purvis and Bob Davis to the Planning Board

CARRIED 2-1 (WILSON OPPOSING)

c) **Consideration of a Shred-It-Event for Archer Lodge Community**

Location: AL Community Center

Date: Saturday, February 4, 2017

Time: 10 a.m. - 1 p.m.

Mayor Gordon began the discussion regarding the Shred-It-Event for the community sponsored by the town and will hopefully coincide with a fund-raising event for the Community Center and Veteran's Memorial. Ms. Batten stated that two trucks were suggested for this area since an event has never been held and the costs would be approximately \$225/hour/truck. Further discussion followed for one truck since first time.

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Mulhollem

Shred-It-Event for Archer Lodge Community with One Truck Approved

CARRIED UNANIMOUSLY

d) **Consideration of Naming the Council Chambers in the Archer Lodge Town Hall in Honor of Jeffrey (Jeff) D. Barnes, former member of Archer Lodge Town Council, by Resolution# AL2016-12-12**

Mayor Gordon opened the floor for discussion about naming Council Chambers. No discussion.

Resolution# AL2016-12-12 appears as follows:

RESOLUTION# AL2016-12-12

RESOLUTION NAMING THE COUNCIL CHAMBERS IN THE
ARCHER LODGE TOWN HALL IN HONOR OF
JEFFREY D. BARNES

WHEREAS, the Town Council of the Town of Archer Lodge, North Carolina, wishes to pay tribute to the lifework and devotion of Jeffrey (Jeff) D. Barnes to his community and to the Town of Archer Lodge; and

WHEREAS, Mr. Barnes has a lifelong dedication to this community, the Archer Lodge Fire Department, this newly formed town, and to his family and faith; and

WHEREAS, Mr. Barnes was instrumental with designing, planning, and procuring financing for a building that would become the Archer Lodge Town Hall; and

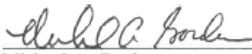
WHEREAS, during all construction phases, Mr. Barnes on a daily basis voluntarily used his occupational skills to oversee and build the Town Hall under budget which saved the tax payers time and money; and

WHEREAS, Mr. Barnes demonstrated extraordinary dedication in helping others and in his service to the Town of Archer Lodge; and

WHEREAS, Mr. Barnes was an original member of the Archer Lodge Town Council and served with honor and distinction from November 9, 2009 to July 14, 2014;

NOW, THEREFORE, BE IT RESOLVED by the Archer Lodge Town Council in regular session, that the Archer Lodge Town Hall Council Chambers located at 14094 Buffalo Road, Clayton, NC shall henceforth be known as the Jeffrey D. Barnes Council Chambers.

DULY ADOPTED BY UNANIMOUS VOTE THIS 12th DAY OF DECEMBER 2016.


Michael A. Gordon
Mayor

ATTEST:

Kim P. Batten
Town Clerk



Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Mulhollem

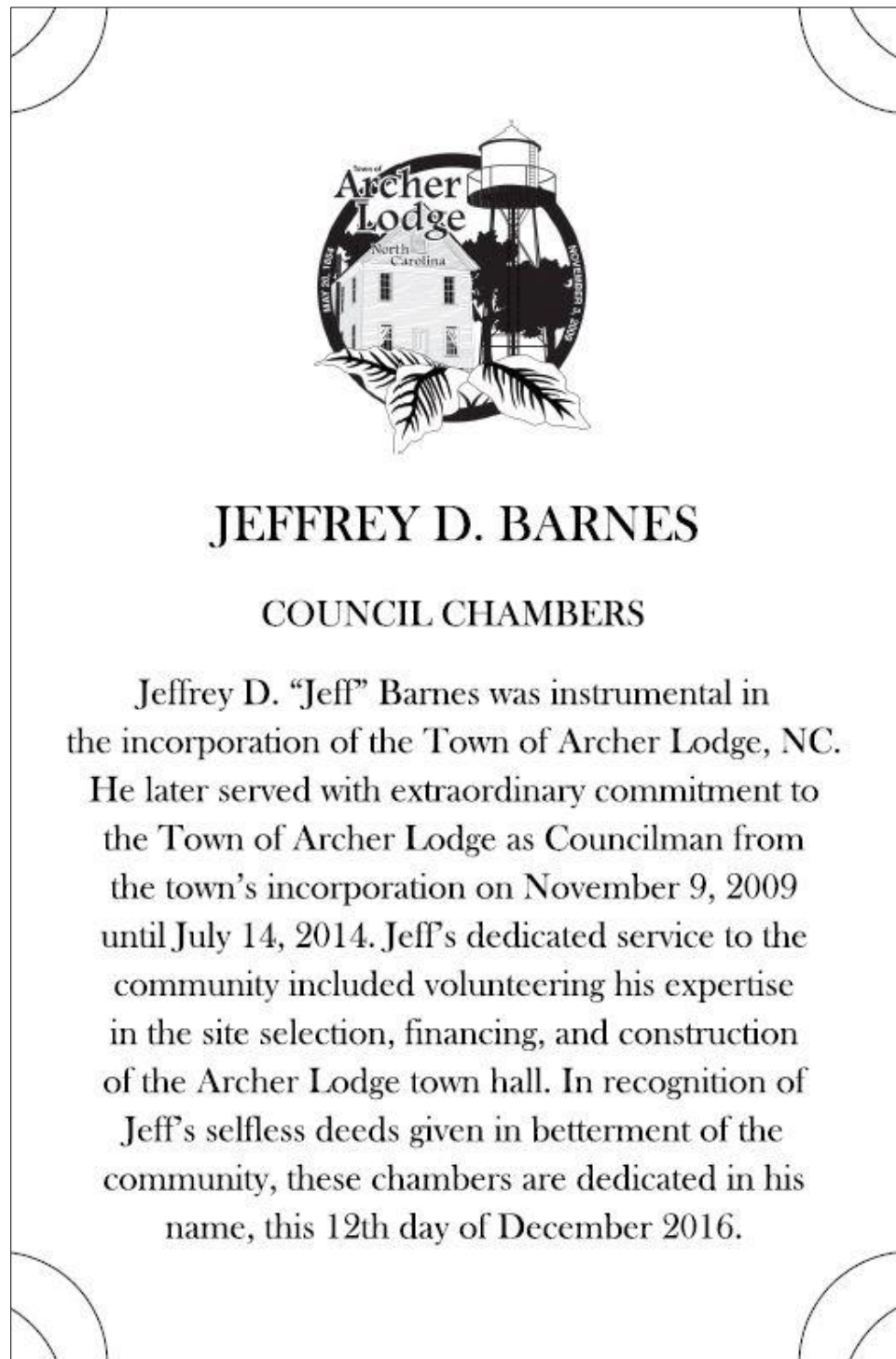
6. RECOGNITION/PRESENTATION:

- a) **Recognize former member of Archer Lodge Town Council, Jeffrey D. Barnes & family**

Presentation and Dedication of Council Chambers

Mayor Gordon presented a plaque to Mr. Jeffrey (Jeff) D. Barnes with his family present. He stated that one plaque will hang in chambers and the other plaque with his old name plate was given to Mr. Barnes.

Plaque presented is as follows:



Mayor Gordon also mentioned at the close of the meeting, the unveiling of the plaque outside will take place prior to adjournment.

7. TOWN ATTORNEY'S REPORT:

- a) No report from Attorney Hewett.
-

8. ADMINISTRATIVE CONSULTANT'S REPORT:

- a) No report from Mr. Gobble.
-

9. FINANCIAL/TOWN CLERK'S REPORT:

a) **Statement of Revenues & Expenditures Ending 11/30/2016**

Ms. Batten shared with council the 2017 budget vs. actual revenues and expenditures for the General Fund ending November 30, 2016 along with bar graphs for both. She stated that the fiscal year is 42% complete and ad valorem revenues will increase over December and January and expenditures remain below the percentile. No questions followed.

b) **FY2016 Audit**

Ms. Batten received notice from auditors, May & Place, PA, stating that the Local Government Commission (LGC) had received the audit but not yet reviewed; therefore, will not be publicly released until approved by LGC.

c) **Additional Comments ~ January 2017**

Ms. Batten reminded council that the Municipal Administration Course (MAC) at School of Government resumes mid-January as well as a Clerk Conference the following week and Lisa Barnes will be in the office during my absence.

10. PLANNING/ZONING REPORT:

a) **Southeast Area Study Handout**

Mr. Clark provided a handout regarding Southeast Area Study (SEAS). He mentioned an upcoming public forum at the Clayton Center Council Chambers on January 12, 2017 between 4:00 pm - 7:00 pm. Upcoming plans for Archer Lodge area will be shared at this symposium.

The handout appears as follows:

SEAS
SOUTHEAST AREA STUDY
Archer Lodge • Benson • Clayton • Four Oaks • Garner
Kenly • Micro • Raleigh • Selma • Smithfield • Wilson's Mills
Johnston County • Wake County

The Southeast Area Study is in full swing!
The Capital Area Metropolitan Planning Organization (CAMPO), in partnership with the Upper Coastal Plain Rural Planning Organization and the North Carolina Department of Transportation, is developing transportation recommendations for southeastern Wake County, western Johnston County, and their communities. These recommendations align with the values and priorities we heard from you at our public symposium in October 2015.

Join us for our second public symposium!

When?
January 12th, 2017
4 – 7 PM

Where?
The Clayton Center Council Chambers
111 E 2nd St
Clayton, NC 27520

We want to hear from you!
Come participate in a variety of activities to learn about the study and provide feedback about the proposed transportation recommendations. Engage in social media by following CAMPO on Twitter (@CapitalAreaMPO) and using the hashtag #SEAreaStudy to post about transportation priorities in your community. You can also find more information at www.southeastareastudy.com.

UPPER COASTAL PLAIN RURAL PLANNING ORGANIZATION CAMPO

b) **Nuisance Abatement and Junk Car Ordinances Public Hearing- Tuesday, January 3, 2017**

Mr. Clark mentioned that a public hearing is scheduled for Tuesday, January 3, 2017 at the regular council meeting for nuisance abatement and junk car ordinances. Advertisement in paper, on our website and other media sources is planned to alert citizens of the hearing.

11. **VETERAN'S COMMITTEE REPORT:**

- a) Mr. Jim Purvis reported the following:
1. Last meeting was November 29, 2016, 7 members present
 2. Balance is approximately \$35,985.00
 3. Brochure is being upgraded
 4. Veteran's Day Observance was successful. He commended CHS ROTC Color Guard, main speaker US Army LTC (R) Ron Starling, Boy Scouts and Girl Scouts leadership and presentation & Neal Brantley for sharing flag poles. Mr. J. M. Green from WWII and Mr. Odell Edwards from Korean War were in attendance for a tribute.
 5. Next meeting will be last week of January 2017

12. **MAYOR'S REPORT:**

- a) **2017 Meeting Schedule** ~ Mayor Gordon noted that Regular Council meetings were the 1st Monday night of each month and Work Sessions, if needed, are the 3rd Monday night of each month. Due to Monday holidays in January and September, he added that those meetings would be on Tuesdays and in July the Regular Council meeting was moved to July 10th to avoid the

July 4th holiday.

2017 Meeting Schedule is as follows:



TOWN OF ARCHER LODGE
Town Council – 2017 Meetings

January 3, 2017 TUESDAY	July 10, 2017
January 17, 2017 TUESDAY (WS)	July 17, 2017 (WS)
February 6, 2017	August 7, 2017
February 20, 2017 (WS)	August 21, 2017 (WS)
March 6, 2017	September 5, 2017 TUESDAY
March 20, 2017 (WS)	September 18, 2017 (WS)
April 3, 2017	October 2, 2017
April 17, 2017 (WS)	October 16, 2017 (WS)
May 1, 2017	November 6, 2017
May 15, 2017 (WS)	November 20, 2017 (WS)
June 5, 2017	December 4, 2017
June 19, 2017 (WS)	December 18, 2017 (WS)

Regular Council Meetings are held the first Monday of the month & Work Sessions (WS) are held the third Monday of the month at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC, unless otherwise noted.

In accordance with NC GS 143-318.10, this is an official meeting of the Town of Archer Lodge Council and it is open to the public.

www.townofarcherlodge.com

b) Triangle J Council of Governments (TJCOG) - Appoint Alternate

Mayor stated that an alternate is needed to replace former Council Member Vinson for the TJCOG board. He explained that the alternate is only a back-up for Council Member Wilson and meetings are held in Durham. Discussion followed.

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Mulhollem

Approved to move TJCOG Alternate Appointment to January 2017 Regular Council Meeting due to Council Member Jackson's absence and one vacancy on board

CARRIED UNANIMOUSLY

c) Archer Lodge Community Center (ALCC) Soccer Field Fence – Buffalo Road

Mayor began discussion regarding the ALCC's orange fencing around the soccer ball field on the Town property. For safety concerns, leaders of ALCC want to replace the current fence at their expense with a 6 foot, coated, chain linked fence. Discussion followed with no opposition.

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) Council Member Wilson wished all a Merry Christmas and Happy New Year with song.
-
- b) Council Member Castleberry offered words of gratitude and appreciation to Jeff Barnes and his family. He noted that the town, as well as himself, has been truly blessed by him.
-
- c) Mayor Pro Tem Mulhollem provided words to Jeff Barnes for his devotion to Archer Lodge in numerous ways. He stated that Jeff truly was "A Man Among Men."
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- d) Former Council Member Vinson, from the audience, added that it was an honor and pleasure to work with Mr. Barnes in establishing Archer Lodge and certainly value his contributions to this community.
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- e) Sheriff Steve Bizzell offered congratulations to Jeff Barnes and acknowledged the community values in Archer Lodge. He wished all a Merry Christmas.
-
- f) Mr. Will Crocker, retired Johnston County Clerk of Court, provided additional comments in honor of Jeff Barnes and family.
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- g) Mayor Gordon asked all to assemble outside the front door for an unveiling.
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14. UNVEILING & PRESENTATION:

- a) Mayor Gordon thanked all for coming and unveiled the Jeffrey D. Barnes Council Chambers Plaque on the wall at the front door:

Jeffrey D. Barnes
Council Chambers

15. ADJOURNMENT:

- a) No Further Business
Moved by: Council Member Castleberry
Seconded by: Mayor Pro Tem Mulhollem

Meeting Adjourned at 7:18 pm.

CARRIED UNANIMOUSLY

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk



Regular Council - Minutes Tuesday, January 3, 2017

COUNCIL PRESENT:

Mayor Gordon
Mayor Pro Tem Mulhollem
Council Member Castleberry
Council Member Jackson

STAFF PRESENT:

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

COUNCIL ABSENT:

Council Member Wilson
Vacant Council Seat

MEDIA PRESENT:

1. WELCOME/CALL TO ORDER:

a) Call to Order & Invocation

Mayor Gordon 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. Mayor Pro Tem Mulhollem offered the invocation.

b) Pledge of Allegiance

Mayor Gordon led in the pledge of allegiance to the US Flag.

2. APPROVAL OF AGENDA:

a) No additions or changes noted.

Moved by: Council Member Castleberry
Seconded by: Mayor Pro Tem Mulhollem

Agenda Approved

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- a) Mr. Neal Brantley of 4796 Covered Bridge Road, Clayton, NC addressed council with remarks on the New Year.

- b) Ms. Debbie Barnes of 14236 Buffalo Road, Clayton, NC thanked council for considering her for the vacant council seat.

4. CONSENT AGENDA:

a) **Approval of Minutes:**

Regular Council Minutes - 14 November 2016

One correction was noted on page 8 of the November 14, 2016 minutes under section 5(c) Consideration of an Ordinance for Abandoned, Junked and Nuisance Vehicles in the Town of Archer Lodge. The 2nd sentence: "He stated that previously the Planning Board prepared" should be corrected to "He stated that previously the Planning Staff prepared."

Moved by: Council Member Jackson with correction noted

Seconded by: Mayor Pro Tem Mulhollem

Consent Agenda Approved with correction noted above

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) **Consideration to appoint New Council Member to replace Carlton Vinson and complete his term ending 12/31/2017**

Nominees: Debbie Barnes & Teresa Bruton

Mayor Pro Tem Mulhollem stated his appreciation to both Debbie Barnes and Teresa Bruton for willing to serve on the Town Council. No further comments or discussion.

Moved by: Mayor Pro Tem Mulhollem

Seconded by: Council Member Jackson

Approved Teresa Bruton as New Council Member to replace Carlton Vinson for term ending 12/31/2017

CARRIED UNANIMOUSLY

b) Consideration of Johnston County Economic Development Advisory Board ~ Archer Lodge Representative

Mayor noted that Council Member Castleberry is currently Archer Lodge representative and wishes to continue the role.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Mulhollem

Reappointed Council Member Castleberry as the Archer Lodge Representative on the Johnston County Economic Development Advisory Board

CARRIED UNANIMOUSLY

c) Consideration of Appointing Triangle J Council of Governments (TJCOG) Alternate Delegate

~ NOTE: Council Member Wilson is currently our Delegate

Mayor suggested moving this item to the February Regular Council meeting agenda because the Council would have a full board to pick an Alternate.

Moved by: Mayor Pro Tem Mulhollem

Seconded by: Council Member Castleberry

Moved Agenda Item 5(c) Consideration of Appointing TJCOG Alternate Delegate to February 6, 2017 Regular Council Meeting

CARRIED UNANIMOUSLY

d) Consideration of Public Hearing on a Proposed Ordinance on Abandoned, Junked and Nuisance Vehicles and other Nuisances

No comments or discussion followed.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Mulhollem

Public Hearing date set for January 17, 2017 at Town Council Work Session

CARRIED UNANIMOUSLY

e) Consideration of Public Hearing on Zoning and Subdivision Ordinance Text Amendments

Mr. Clark mentioned that the information for the Zoning and Subdivision Ordinance Text Amendments will be discussed at the January 17 Work Session.

Moved by: Mayor Pro Tem Mulhollem
Seconded by: Council Member Castleberry

Public Hearing date set for February 6, 2017 at Regular Town Council meeting

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

- a) Attorney Hewett stated that he will confirm with Michelle Ball, Johnston County Clerk of Court, on the swearing in of the new council member at the Work Session on January 17, 2017.

7. ADMINISTRATIVE CONSULTANT'S REPORT:

- a) Mr. Gobble mentioned that Gregory Poole was onsite today performing the annual test of the generator.
- b) Mr. Gobble noted that the annual performance review for our Finance Manager/Town Clerk will be completed this week along with myself, the Mayor and Mayor Pro Tem.
- c) Mr. Gobble further noted that in preparation for our upcoming Planning Session Retreat on Saturday, February 25, 2017, Council should be thinking about the future of Archer Lodge five, ten, fifteen or even twenty years out.

8. FINANCIAL/TOWN CLERK'S REPORT:

a) Statement of Revenues & Expenditures Ending 12/31/2016

Ms. Batten shared that revenues from ad-valorem taxes increased since property taxes were due at the end of the year. Expenditures increased as well because of pass through funds for fire tax and for the Park Reserve fund. She noted that the budget year is currently half way complete.

b) FY2016 Audit update

Ms. Batten stated that the Audit for fiscal year ending June 30, 2016 was approved by the Local Government Commission (LGC); therefore, Dale Place with May & Place, PA is planning to be at the work session in January to present the Audit.

c) January MAC dates & Clerk's Academy dates

Ms. Batten followed up with Council that she will be in class January 10-13 for the Municipal Administration Course. Town Hall will be closed on January 16 for Martin Luther King Holiday. Also, she will attend the Master Clerks Academy January 18-20. Ms. Barnes will be assisting during my absences.

9. PLANNING/ZONING REPORT:

a) Mr. Clark reminded Council that the SEAS public forum symposium will be held in Clayton on January 12 from 4-7 p.m. and encouraged planning board members, council members and anyone to attend.

b) Mr. Clark stated that documents for the upcoming public hearings will be online and notices will be published in newspaper.

c) Mr. Clark thanked the planning board for their efforts for the past year and remains active.

d) Mr. Clark shared the possibility of a new subdivision. Staff will be meeting with a developer to review plans. Afterwards, those plans will eventually be reviewed by the Technical Review Committee before a planning process advances.

e) Mr. Clark mentioned that he didn't have an update on the conversations regarding the street issue between Echo Forest and Northlodge developers.

f) Mr. Clark anticipates the Northlodge surveyor to provide a final plat along with the fees in lieu of rec for the lots.

g) Lastly, Mr. Clark reminded Council of the next Planning Board meeting on Wednesday, January 19 at 7:00 p.m.

10. VETERAN'S COMMITTEE REPORT:

a) In the absence of Mr. Jim Purvis, III, Mayor Gordon read a note from the Veteran's Memorial Committee and is as follows:
The committee did not meet in December and the biscuit sale was cancelled in December due to weather concerns. The next biscuit sale will be January 20th and need volunteers.

11. MAYOR'S REPORT:

a) Security Cameras & DVR upgrade

Mayor mentioned an incident in the Town Hall parking lot regarding stolen goods from a citizen during December and the parking lot does not have any cameras; therefore, he decided to upgrade the security cameras and DVR and add 2 additional outside cameras for the parking lot area toward the storage building. He confirmed that funds were available for the equipment with Ms. Batten.

b) Johnston County Sheriff's Department on Patrol

Mr. Gobble mentioned that the Sheriff's department has been alerted regarding speeding in the Archer Lodge town limits; thus, patrolling will be heavier in our area. Please inform family members and citizens.

12. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) Council Member Castleberry mentioned 2 items:

1. Jo Co Economic Development Board will meet 6 times a year instead of 4.
 2. Savings from LP Gas rates probably has already paid for the Town's LP tank.
-

b) Mayor Pro Tem Mulhollem wished all a Happy New Year and for a healthy and productive 2017.

13. ADJOURNMENT:

a) No Further Business

Moved by: Mayor Pro Tem Mulhollem

Seconded by: Council Member Castleberry

Meeting Adjourned at 7:07 p.m.

CARRIED UNANIMOUSLY

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk



Work Session - Minutes Tuesday, January 17, 2017

COUNCIL PRESENT:

Mayor Gordon
Mayor Pro Tem Mulhollem
Council Member Castleberry
Council Member Jackson
Council Member Wilson

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Kim P. Batten, Finance Manager/Town Clerk
Bob Clark, Planning/Zoning Administrator
Lisa Barnes, Part-Time Clerk
Don Belk, Senior Planner

SPECIAL GUESTS:

Boy Scout Troop #421

MEDIA PRESENT:

1 WELCOME/CALL TO ORDER:

- a) Mayor Gordon called the meeting to order at 6:33 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Mayor recognized Boy Scout Troop 421 in attendance to earn Merit Badge.
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2 ORDER OF BUSINESS:

- a) **Teresa Bruton, newly appointed Council Member, will be sworn in by Johnston County Clerk of Superior Court, Michelle Ball**

Mrs. Teresa Bruton was sworn into the Archer Lodge Town Council as a Council Member by Johnston County Clerk of Superior Court, Honorable Michelle Ball, replacing Council Member Vinson who resigned in October 2016. This remaining term ends December 31, 2017.

Her Oath is as follows:

17 R 23

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

FILED

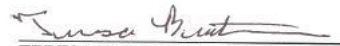
2017 JAN 18 A 8:13

OATH OF TOWN COUNCIL MEMBER

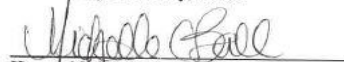
TOWN OF ARCHER LODGE

I, **TERESA M. BRUTON**, do solemnly and sincerely swear (or affirm) that I will support the Constitution of the United States; that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, **TERESA M. BRUTON**, do swear (or affirm) that I will well and truly execute the duties of the Office of Town Council Member for the Town of Archer Lodge according to the best of my skill and ability, according to law; so help me, God.


TERESA M. BRUTON

Sworn to and subscribed before me,
this 17th day of January, 2017.


Honorable Michelle C. Ball,
Clerk of Superior Court

b) FY2016 Audit Presentation ~ Dale Place of May & Place, PA

Mr. Dale Place of May & Place, PA presented the audit findings to Council. He stated that the town received an unqualified opinion, which is a clean opinion with no material mistakes. The Town's net position for governmental activities for 2016 is \$1.6 million, up from \$1.5 million in 2015, which means assets grew and liabilities decreased. Changes in net position was \$196,000 where revenues exceeded expenditures. The outstanding debt decreased by \$33,333 and capital assets decreased due to depreciation on equipment. No further comments or discussion.

c) Public Hearing on Adopting an Ordinance for Abandoned, Junked and Nuisance Vehicles and Defined Public Nuisances ~ Bob Clark

Mr. Clark provided an overview to Council on this two-part Ordinance. One section addresses junked vehicles and the other part explains public nuisances. Discussion followed and Council had several questions for Mr. Clark, who noted Council's revisions or changes.

Mayor Gordon declared the public hearing opened at 7:24 p.m. and two citizens addressed Council with their comments; Ms. Ernestine Adkins, 2100 Persimmon Circle and Mr. John Oglesby, 535 Barrette Lane. Mayor Gordon declared the public hearing closed at 7:38 p.m.

Mr. Clark will review items noted by Council and make revisions. Mayor asked that this ordinance be placed on the March Regular Council meeting agenda.

3 GENERAL UPDATES:

a) Discussion on Zoning Ordinance Text Amendments & Subdivision Ordinance Text Amendments in preparation for Public Hearing scheduled for February 6, 2017 ~ Don Belk

Mr. Belk explained the text amendments to the Zoning Ordinance and Subdivision Ordinance based on the summary sheet provided and appears as follows:

SUMMARY TABLE OF AMENDMENTS		
TOPIC	ACTION	COMMENTS
PAVEMENT DEPTH	Revise Section 18-226 A(b)(i)	Requires minimum of 2 inches Asphalt Concrete Surface Course on all new subdivision roads.
ACCESS REQUIREMENTS	Revise sub-Section A(e) (i) through (iv); add new sub-Sections A(e)(v) and (vi)	Specifies when additional full service access points are required.
SIDEWALKS (When Required)	Revise sub-Section A(g) (ii) and (iii)	Requires maximum 15' public access easement; requires sidewalks at the discretion of the Planning Board in certain situations.
CUL-DE-SACS	Add new sub-Section A(c)	Sets maximum length of cul-de-sac streets for subdivisions with lot sizes >20,000 SF at 1,000 ft; with lot sizes <20,000 SF at 700 ft.
BLOCK LENGTH	Add new Section 18-224 B	Blocks shall not exceed 1,500 ft in length; requires pedestrian connections in blocks and cul-de-sacs in certain cases.
FIRE DEFENSE	Revise Section 18-229 B and add new sub-Section B	Sets maximum distance between fire hydrants at 500' unless otherwise approved by Johnston County Fire Marshal.
STREETS (Defined)	Consider revising Archer Lodge street definitions (Section 14.6) to more precise definitions, such as: <i>Major/Minor Thoroughfare</i> <i>Commercial Street</i> <i>Collector Street</i> <i>Residential Collector Street</i> <i>Residential Street,</i> <i>Cul-de-Sac</i> <i>Alley</i> <i>Frontage Road</i> Currently, Archer Lodge Streets are defined as Arterial, Collector, Local, Private, Public.	(See Town of Clayton, Article 6, p. 5 of 19, § 155-602D – Street Types)

Mr. Belk noted that the text amendments will provide clarity. Attorney Hewett confirmed a public hearing for these Text Amendments has been set for Monday, February 6, 2017 at the Regular Council Meeting. Mr. Belk confirmed that notification of a public hearing has been forwarded to newspaper.

b) Planning Board Vacant Seat

Mayor Gordon began discussion for filling the vacancy on the Planning Board due to Mrs. Bruton's appointment to Town Council. He noted that the Clerk had one application on file from the last reappointment. Discussion followed. Mayor and Council agreed to accept applications for 30 days by announcing the vacancy through social media and place the application on website. Council will readdress the process to fill the seat following the 30-day time frame.

4 ADJOURNMENT:

- a)** Having no further business, Mayor Gordon adjourned the meeting at 7:47 p.m.
-

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk

BA 2017 05

Town of Archer Lodge
 Budget Amendment
 Fiscal Year Ending

June 30, 2017

Budget Amendment
 Date
 Fund

BA 2017 05
 05-Jun-17

General Fund, Capital Reserve Fund, Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
<u>Revenues:</u>				
<u>GENERAL FUND:</u>				
Article 44 1/2% Sales Tax	10-3244-0000	4,500.00	(4,490.00)	10.00
Article 44 NCGS 105-524 Sales Tax	10-3244-0524	-	5,000.00	5,000.00
Fund Balance Appropriated	10-3990-0000	190,873.00	(510.00)	190,363.00
<u>CAPITAL RESERVE FUND:</u>				
Investment Earnings	30-3831-0000	-	1,825.00	1,825.00
Transfer from General Fund 10	30-3900-3910	-	50,000.00	50,000.00
<u>PARK RESERVE FUND:</u>				
Investment Earnings	31-3831-0000	-	475.00	475.00
Transfer from General Fund 10	31-3900-3910	55,800.00	99,200.00	155,000.00

Total Increase (Decrease) in Revenues

151,500.00

Expenditures:

<u>GENERAL FUND:</u>				
Gov Body - Bereavement Expenses	10-4110-2600	250.00	250.00	500.00
Gov Body - Training & Meetings	10-4110-3110	3,500.00	(250.00)	3,250.00
Public Bldgs - LP Gas	10-4190-3320	1,400.00	(100.00)	1,300.00
Public Bldgs - Insurance Property & Liability	10-4190-4500	500.00	100.00	600.00
<u>CAPITAL RESERVE FUND:</u>				
Transfer to General Fund 10	30-9900-0010	-	51,825.00	51,825.00
<u>PARK RESERVE FUND:</u>				
Recreation Development	31-6120-5500	55,800.00	99,675.00	155,475.00

Total Increase (Decrease) in Expenditures

\$ 151,500.00

\$ -

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 5th day of June 2017

ATTEST:

Michael A. Gordon, Mayor

Kim P. Batten, Town Clerk

Matthew B. Mulhollem, Budget Officer

TOWN OF ARCHER LODGE

Annual Budget Ordinance

FY 2017~2018

Pursuant to G.S. 159-17, be it ordained by the Town Council of the Town of Archer Lodge that: (1) Departmental Expenditures for the Fiscal Year shall not exceed the estimated departmental totals as depicted on the attached Budget Summary, the total being \$ 1,030,685 and (2) Revenues for Fiscal Year 2017~2018 shall equal total Expenditures; and (3) Revenues from the Ad Valorem property tax shall be levied in the amount of \$0.20 per \$100 evaluation.

Adopted this 5th day of June 2017

Michael A. Gordon, Mayor

Matthew B. Mulhollem, Budget Officer

ATTEST:

Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE
Annual Budget Summary
FY 2017~2018

REVENUES

AMOUNTS

General Fund:

Ad-Valorem Property Taxes	563,500
State Sales Tax Distributions	111,510
Unrestricted Intergovernmental Revenues	188,500
Restricted Intergovernmental Revenues (PEG)	54,400
Permits and Fees	2,500
Fee in Lieu of Recreation	20,000
Investment Earnings	5,000
Miscellaneous Revenues	275
Capital Reserve Fund Transfer	45,000
Fund Balance Appropriation	40,000

TOTAL REVENUES

1,030,685

EXPENDITURES

AMOUNTS

General Government:

Governing Body	41,260
Administration	213,536
Tax Collections	16,000
Legal	15,000

General Government: (continued)

Property Tax	130
Public Buildings	52,392
PEG Media Partners	54,400

Public Safety:

Law Enforcement Designation	25,000
Animal Control	4,000
Archer Lodge Fire Department	200,000

Transportation - Public Works 81,800

Planning and Zoning 96,466

Parks and Recreation 55,000

Debt Service 44,701

Transfer to Capital Reserve Fund 25,000

Transfer to Park Reserve Fund 106,000

TOTAL EXPENDITURES **1,030,685**

May & Place, PA

CERTIFIED PUBLIC ACCOUNTANTS

P.O. Box 900
LOUISBURG, NC 27549
Bus: 919-496-3041
Fax: 919-496-6342

SCOTT H. MAY, CPA
DALE R. PLACE, CPA, CFE

April 24, 2017

To the Honorable Mayor and Town Council Members
14094 Buffalo Road
Clayton, NC 27527

We are pleased to confirm our understanding of the services we are to provide the Town of Archer Lodge for the year ended June 30, 2017. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Archer Lodge as of and for the year ended June 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Archer Lodge's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Archer Lodge's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Archer Lodge's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and individual fund statements
- 2) Budgetary schedules and other schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Archer Lodge and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Archer Lodge's financial statements. Our report will be addressed to the Honorable Mayor and Town Council of the Town of Archer Lodge. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify

our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Archer Lodge is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal

acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Archer Lodge's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the Town of Archer Lodge in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on

the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Town Council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of May & Place, PA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of May & Place, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 1, 2017 and to issue our reports no later than October 31, 2017. Dale Place is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$4,425.00 for the audit and \$1,000.00 for the financial statement preparation. Our invoices for these fees will be rendered in accordance with the North Carolina Local Government Commission instructions as detailed in the contract. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Archer Lodge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

May & Place, PA

May & Place, PA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Archer Lodge.

Management signature: _____

Title: FINANCE OFFICER

Date: _____



Governance signature: _____

Title: MAYOR

Date: _____



CONTRACT TO AUDIT ACCOUNTS

Of Town of Archer Lodge
Primary Governmental Unit
N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 24th day of April, 2017,

Auditor: May & Place, PA Auditor Mailing Address: PO Box 900 Louisburg, NC 27549

Hereinafter referred to as The Auditor

and Town Council (Governing Board(s)) of Town of Archer Lodge
(Primary Government)

and N/A : hereinafter referred to as the Governmental Unit(s), agree as follows:
(Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 01, 2016, and ending June 30, 2017. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with generally accepted auditing standards. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC CPA Board).

County and Multi-County Health Departments: The Office of State Auditor will designate certain programs that have eligibility requirements to be considered major programs in accordance with OMB Uniform Guidance for the State of North Carolina. The LGC will notify the auditor and the County and Multi-Health Department of these programs. A County or a Multi-County Health Department may be selected to audit any of these programs as major.

3. If an entity is determined to be a component of another government as defined by the group audit standards - the entity's auditor will make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government*

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

Auditing Standards. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract (See Item 22). **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment..

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the State and Local Government Finance Division (SLGFD) within four months of fiscal year end. Audit report is due on: October 31, 2017. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor will make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work must be submitted by email in PDF format to the Secretary of the LGC for approval. The invoices must be sent via upload through the current portal address: <http://nctreasurer.slgfd.leapfile.net> Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date will be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (Note: **Fees listed on signature pages.**)
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall include documentation either in the notes to the audited financial statements or as a separate report submitted to the SLGFD along with the audit report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the SLGFD simultaneously with the Governmental Unit's audited financial statements unless otherwise specified in the bond documents.

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the LGC to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Governmental Unit will not be billed for the pre-issuance review. The pre-issuance review must be performed **prior** to the completed audit being submitted to the LGC. The pre-issuance report must accompany the audit report upon submission to the LGC.
13. The Auditor shall electronically submit the report of audit to the LGC as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If it is determined by the LGC that corrections need to be made to the Governmental Unit's financial statements, they should be provided within three days of notification unless another time frame is agreed to by the LGC.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the LGC.

The LGC's process for submitting contracts, audit reports and invoices is subject to change. Auditors should use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract needs to be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract, and then must be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload your amended contract is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit should be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #25 of this contract. Engagement letters containing indemnification clauses will not be approved by the LGC.

17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU must be named along with the parent government on this audit contract. Signatures from the DPCU Board chairman and finance officer also must be included on this contract.
19. The contract must be executed, pre-audited, physically signed by all parties including Governmental Unit and Auditor signatures and submitted in PDF format to the Secretary of the LGC. The current portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2016. These instructions are subject to change. Please check the NC Treasurer's web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the LGC Secretary. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.
25. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW

Contract to Audit Accounts (cont.) Town of Archer Lodge
Primary Governmental Unit N/A
Discretely Presented Component Units (DPCU) if applicable

Town of Archer Lodge - FEES

Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] N/A

Audit \$4,425.00

\$1,000.00

Preparation of the annual financial Statements

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ \$4,068.75

**** NA if there is to be no interim billing**

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

May & Place, PA

Name of Audit Firm

By Dale R. Place

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 4/24/17

dpmayandplace@aol.com

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Archer Lodge

Name of Primary Government

By Michael Gordon, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date

By N/A

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson

Date

**** If Governmental Unit has no audit committee, mark this section "N/A"**

Town of Archer Lodge

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By Teresa M. Bruton

Primary Governmental Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date

(Pre-audit Certificate **must be dated.**)

Teresa.Bruton@townofarcherlodge.com

Email Address of Finance Officer

Email Address for

Finance Manager/Town Clerk,

Kim P. Batten

Kim.Batten@townofarcherlodge.com

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

Contract to Audit Accounts (cont.) Town of Archer Lodge
Primary Governmental Unit
N/A
Discretely Presented Component Units (DPCU) if applicable

**** This page to only be completed by Discretely Presented Component Units ****

N/A FEES
Year-end bookkeeping assistance – [For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards] _____

Audit _____

Preparation of the annual financial Statements _____

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ _____
** NA if there is to be no interim billing

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

DPCU Governmental Unit Signatures:

Name of Discretely Presented Component Unit _____

By _____

DPCU Board Chairperson: Type or print name and title

Signature of Chairperson of DPCU governing board _____

Date _____

By _____

Chair of Audit Committee - Type or print name

Signature of Audit Committee Chairperson _____ **

Date _____

**** If Governmental Unit has no audit committee, mark this section "N/A"**

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

By _____

DPCU Finance Officer:

Type or print name

DPCU Finance Officer Signature _____

Date _____

*(Pre-audit Certificate **must be dated.**)*

Email Address of Finance Officer _____

Date DPCU Governing Body Approved Audit Contract - G.S. 159-34(a)

Steps to Completing the Audit Contract

1. Complete the Header Information – NEW: If a DPCU is subject to the audit requirements as detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not issued for the DPCU and is to be included in the Primary Government's audit, the DPCU must be named with the parent government on this Audit contract. The Board chairman of the DPCU also must sign the Audit contract.
2. Item No. 1 – Complete the period covered by the audit
3. Item No. 6 – Fill in the audit due date. For Governmental Unit (s), the contract due date can be no later than 4 months after the end of the fiscal year, even though amended contracts may not be required until a later date.
4. Item No. 8 – If the process for invoice approval instructions changed, the Auditor should make sure he and his administrative staff are familiar with the current process. Instructions for each process can be found at the following link. <https://www.nctreasurer.com/slgl/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – NEW: Please note that the fee section has been moved to the signature pages, Pages 5 & 6.
6. Item No. 16 – NEW: It is now expected that an engagement letter will be attached to the contract. Has the engagement letter been attached to the contract submitted to the SLGFD?
 - a. Do the terms and fees specified in the engagement letter agree with the Audit contract? *"In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract will not be approved if there is an indemnification clause – refer to LGC Memo # 986.**
7. Complete the fee section for BOTH the Primary Government and the DPCU (if applicable) on the signature pages, please note:
 - The cap on interim payments is 75% of the current audit fee for services rendered if the contracted fee amount is a fixed amount. If any part of the fee is variable, interim payments are limited to 75% of the prior year's total audit fee. If the contract fee is partially variable, we will compare the authorized interim payment on the contract to 75% of last year's actual approved total audit fee amount according to our records. There is a report of audit fees paid by each governmental unit on our web site: <https://www.nctreasurer.com/slgl/Pages/Non-Audit-Services-and-Audit-Fees.aspx> - Auditors and Audit Fees.
Please call or email Darrus Cofield at 919-814-4299 darrus.cofield@nctreasurer.com if you have any questions about the fees on this list.
 - For variable fees for services, are the hourly rates or other rates clearly stated in detail? If issued separately in an addendum, has the separate page been acknowledged in writing by the Governmental Unit?

Primary Governmental Unit

N/A

Discretely Presented Component Units (DPCU) if applicable

- For fees for services that are a combination of fixed and variable fees, are the services to be provided for the fixed portion of the fee clearly stated? Are the hourly rates or other rates clearly stated for the variable portion of the fee? (Note: See previous bullet point regarding variable fees.)
 - If there is to be no interim billing, please indicate N/A instead of leaving the line blank.
8. Signature Area – There are now 2 Signature Pages: one for the Primary Government and one for the DPCU. Send the page(s) that are applicable to your Unit of Government. Make sure all signatures have been obtained, and properly dated. **The contract must be approved by Governing Boards pursuant to G.S. 159-34(a).** NEW - If this contract includes auditing a DPCU that is a Public Authority under the Local Government Budget and Fiscal Control Act it must be named in this Audit contract and the Board chairperson of the DPCU **must also sign** the Audit contract in the area indicated. If the DPCU has a separate Audit, a separate Audit contract is required for the DPCU.
9. Please place the date the Unit's Governing Board and the DPCU's governing Board (if applicable) approved the audit contract in the space provided.
- a. Please make sure that you provide email addresses for the audit firm and finance officer as these will be used to communicate official approval of the contract.
 - b. Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party?
 - c. Has the name and title of the Mayor or Chairperson of the Unit's Governing Board and the DPCU's Chairperson (if applicable) been typed or printed on the contract and has he/she signed in the correct area directly under the Auditor's signature?
10. If the Auditor is performing an audit under the yellow book or single audit rules, has year-end bookkeeping assistance been limited to those areas permitted under the revised GAO Independence Standards? Although not required, we encourage Governmental Units and Auditors to disclose the nature of these services in the contract or an engagement letter. Fees for these services should be shown in the space indicated on the applicable signature page(s) of the contract.
11. Has the most recently issued peer review report for the audit firm been included with the contract? This is required if the audit firm has received a new peer review report that has not yet been forwarded to us. The audit firm is only required to send the most current Peer Review report to us once – not multiple times.
12. After all the signatures have been obtained and the contract is complete, please convert the contract and all other supporting documentation to be submitted for approval into a PDF file. Peer Review Reports should be submitted in a separate PDF file. These documents should be submitted using the most current submission process which can be obtained at the NC Treasurer's web site – <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>.
13. NEW: If an audit is unable to be completed by the due date, an Amended Contract should be completed and signed by the unit and auditor, using the new "Amended LGC-205" form (Rev. 2015). The written explanation for the delay is now included on the contract itself to complete, and must be signed by the original parties to the contract.



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
MAY 31, 2017**

GENERAL FUND				
REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	548,565.00	10,112.22	544,956.20	99.34%
SALES TAXES	110,500.00	9,728.48	91,137.87	82.48%
FRANCHISE TAXES	148,500.00	0.00	78,145.12	52.62%
ALCOHOL BEV TAXES/JO CO ABC DIST	41,000.00	27,816.55	43,000.40	104.88%
PERMITS AND FEES	7,500.00	595.00	8,105.00	108.07%
FEE IN LIEU OF RECREATION	12,000.00	0.00	12,000.00	100.00%
PEG CHANNEL SUPPORT	55,600.00	0.00	27,586.20	49.62%
MISCELLANEOUS REVENUES	2,101.00	0.00	1,979.74	94.23%
INVESTMENT EARNINGS	5,000.00	531.08	4,553.73	91.07%
FUND BALANCE APPROPRIATION	190,873.00	0.00	0.00	0.00%
	1,121,639.00	48,783.33	811,464.26	72.35%
EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,355.00	245.85	25,283.99	67.69%
ADMINISTRATION	203,249.00	11,189.51	152,273.65	74.92%
JO CO TAX COLLECTION FEES	13,900.00	314.29	13,900.09	100.00%
LEGAL	19,500.00	1,278.75	8,608.75	44.15%
PROPERTY TAXES	130.00	0.00	111.85	86.04%
PUBLIC BUILDINGS	100,053.00	2,739.29	91,855.44	91.81%
PEG MEDIA PARTNERS	55,600.00	0.00	27,586.20	49.62%
PUBLIC SAFETY	238,000.00	3,506.19	184,189.71	77.39%
TRANSPORTATION-PUBLIC WORKS	46,884.00	883.00	5,032.44	10.73%
PLANNING & ZONING	92,130.00	6,345.43	78,264.45	84.95%
CULTURAL & RECREATION	64,000.00	0.00	58,805.00	91.88%
DEBT SERVICES	45,838.00	0.00	45,836.66	100.00%
TRANSFER TO CAP RESERVE	50,000.00	0.00	50,000.00	100.00%
TRANSFER TO PARK RESERVE	155,000.00	1,469.41	145,941.21	94.16%
	1,121,639.00	27,971.72	887,689.44	79.14%
Y-T-D GENERAL FUND INCREASE (DECREASE)		20,811.61	(76,225.18)	

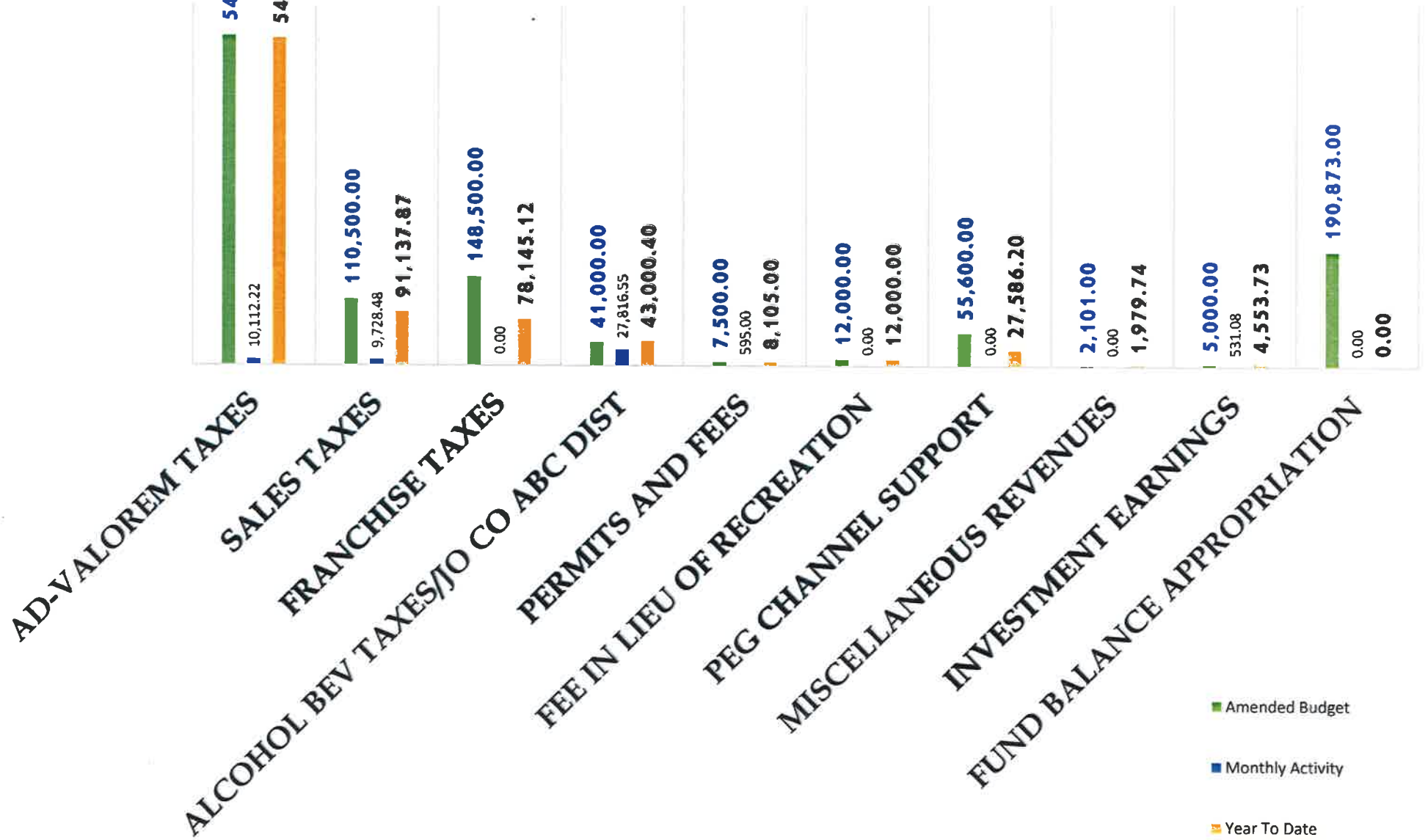
Kim P. Batten
FINANCE MANAGER

Kim P. Batten

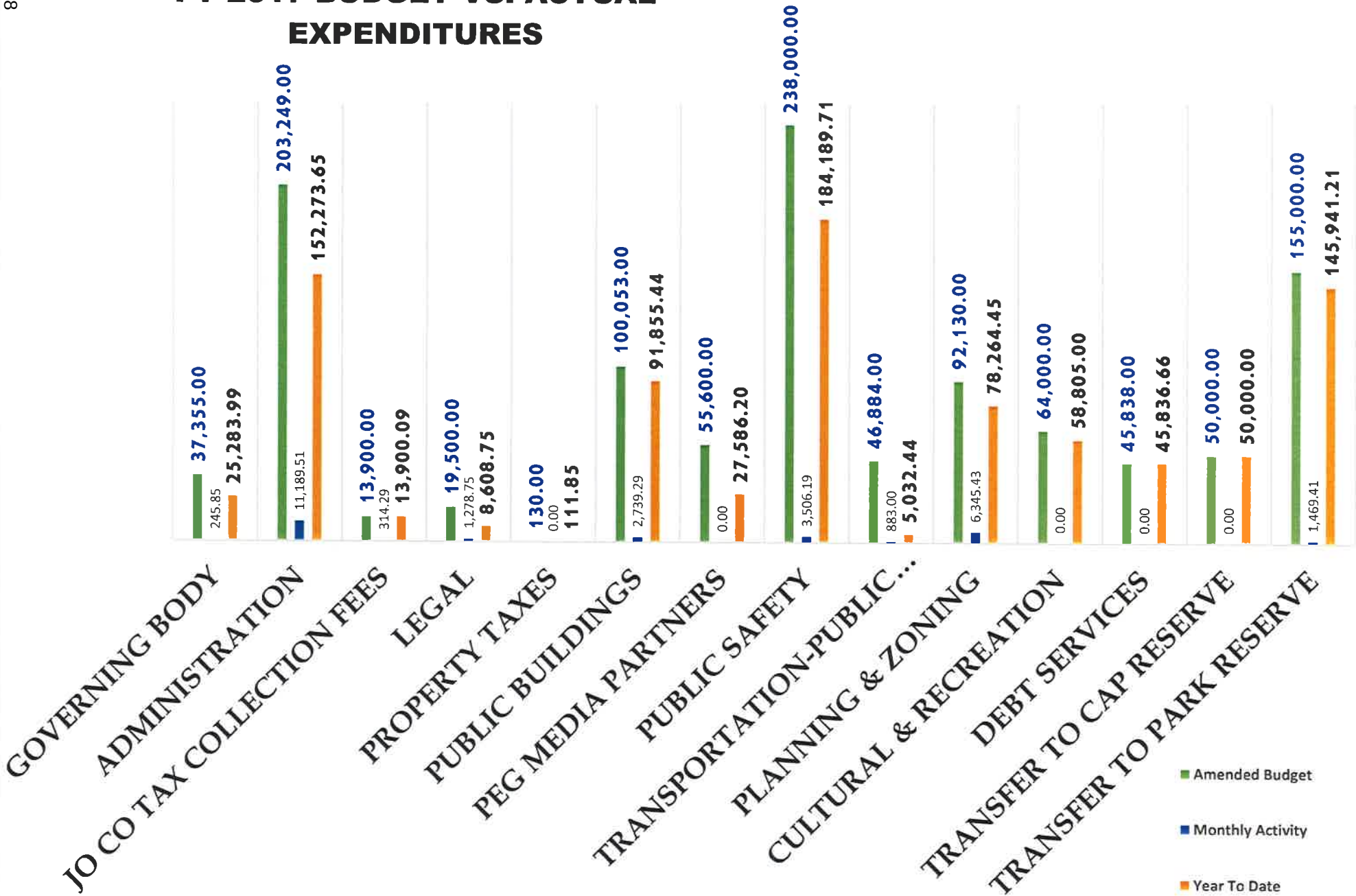
FY 2017

92% Complete

FY 2017 BUDGET VS ACTUAL REVENUES



**FY 2017 BUDGET VS. ACTUAL
EXPENDITURES**



■ Amended Budget
■ Monthly Activity
■ Year To Date

**ABANDONED, JUNKED AND NUISANCE VEHICLES
THE TOWN OF ARCHER LODGE**

BE IT ORDAINED by the Town Council of the Town of Archer Lodge, North Carolina:

Part 1. That the Abandoned, Junked and Nuisance Vehicle Ordinance for the Town of Archer Lodge is hereby established and written to read as follows:

“ABANDONED, JUNKED AND NUISANCE VEHICLES

Section 1. Administration.

The authority responsible for public safety and the Code Administrator of the Town shall be responsible for the administration and enforcement of this Ordinance. The public safety authority shall be responsible for administering the removal and disposition of vehicles determined to be "abandoned" on the public streets and highways within the Town. The Code Administrator shall be responsible for administering the removal and disposal of "abandoned", "nuisance" and "junked" motor vehicles located on private property and on property owned by the Town. The Town may, on an annual or other basis, contract with private tow truck operators or towing businesses to remove, store, and dispose of abandoned vehicles, nuisance vehicles, and junked motor vehicles in compliance with this Ordinance and applicable State laws. Nothing in this Ordinance shall be construed to limit the legal authority or powers of officers of the public safety authority and the Fire Department in enforcing other laws or in otherwise carrying out their duties.

State law reference—City authority for removal and disposal of junked and abandoned motor vehicles, G.S. 160A-303. City authority for regulation of abandonment of junked motor vehicles, G.S. 160A-303.2.

Section 2. Definitions.

For the purpose of this Ordinance, certain words and terms are defined as herein indicated:

(a) Abandoned vehicle: As authorized and defined in G.S. 160A-303, an abandoned vehicle is one that:

- (1) Is left upon a public street or highway in violation of a law or ordinance prohibiting parking; or
- (2) Is left upon a public street or highway for longer than seven (7) days; or

(3) Is left upon property owned or operated by the Town for longer than twenty- four (24) hours; or

(4) Is left upon private property without the consent of the owner, occupant, or lessee thereof for longer than two (2) hours.

(b) Authorized Official: The supervisory employee of the public safety authority or the Town Code Administrator, respectively, designated to order the removal of vehicles under the provisions of this Ordinance.

(c) Motor vehicle or vehicle: All machines designed or intended to travel over land or water by self-propulsion or while attached to any self-propelled vehicle.

(d) Junked motor vehicle: As authorized and defined in G.S. 160A-303.2, the term junked motor vehicle means a vehicle that does not display a current license plate lawfully upon that vehicle and that:

(1) Is partially dismantled or wrecked; or

(2) Cannot be self-propelled or move in the manner in which it originally was intended to move; or

(3) Is more than five (5) years old and appears to be worth less than five hundred dollars (\$500.00).

(e) Nuisance vehicle: A vehicle on public or private property that is determined and declared to be a health or safety hazard, a public nuisance, and unlawful, including a vehicle found to be:

(1) A breeding ground or harbor for mosquitoes, other insects, rats or other pests; or

(2) A point of heavy growth of weeds or other noxious vegetation which exceeds twelve (12) in height; or

(3) In a condition allowing the collection of pools or ponds of water; or

(4) A concentration of quantities of gasoline, oil, or other flammable or explosive materials as evidenced by odor; or

(5) An area of confinement which cannot be operated from the inside, such as, but not limited to, trunks or hoods; or

(6) So situated or located that there is a danger of it falling or turning over; or

(7) A collection of garbage, food waste, animal waste, or any other rotten or

putrescent matter of any kind; or

(8) One which has sharp parts thereof which are jagged or contain sharp edges of metal or glass;

(9) Any other vehicle specifically declared a health and safety hazard and a public nuisance by the Town Council.

Section 3. Abandoned vehicle unlawful, removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a vehicle to cause or allow such vehicle to be abandoned as the term is defined herein.

(b) Upon investigation, the authorized officials of the Town may determine that a vehicle is an abandoned vehicle and order the vehicle removed.

Section 4. Nuisance vehicle unlawful, removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to possession of a motor vehicle, or for the owner, lessee, or occupant of the real property upon which the vehicle is located to leave or allow the vehicle to remain on the property after it has been declared a nuisance vehicle.

(b) Upon investigation, the Code Administrator may determine and declare that a vehicle is a health or safety hazard and a nuisance vehicle as defined above, and order the vehicle removed.

Section 5. Junked motor vehicle regulated, removal authorized.

(a) It shall be unlawful for the registered owner or person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located to leave or allow the vehicle to remain on the property after the vehicle has been ordered removed.

(b) It shall be unlawful to have ~~more than one~~ junked motor vehicles, as defined herein, on the premises of private property except as otherwise exempted by this Ordinance or. ~~A single, as permitted junked motor vehicle must in strictly strict comply compliance~~ with the location and concealment requirements of this Ordinance.

(c) It shall be unlawful for the owner, person entitled to the possession of a junked motor vehicle, or for the owner, lessee, or occupant of the real property upon which a junked motor vehicle is located to fail to comply with the location requirements or the concealment requirements of this Ordinance.

(d) Subject to the provisions of subsection (e), the Town Code Administrator or public safety authority may order the removal of a junked motor vehicle found in violation of this

Ordinance to a storage garage or area. No such vehicle shall be removed from private property without the written request of the owner, lessee, or occupant of the premises unless the Town Code Administrator finds in writing that the aesthetic benefits of removing the vehicle outweigh the burdens imposed on the private property owner. Such finding shall be based on a balancing of the monetary loss of the apparent owner against the corresponding gain to the public by promoting or enhancing community, neighborhood, or area appearance. The following, among other relevant factors, may be considered:

- (1) Protection of property values;
- (2) Promotion of tourism and other economic development opportunities;
- (3) Indirect protection of public health and safety;
- (4) Preservation of the character and integrity of the community; and
- (5) Promotion of the comfort, happiness and emotional stability of the area residents.

(e) Permitted concealment or enclosure of junked motor vehicles:

- (1) One junked motor vehicle, in its entirety, may be located in the rear yard, as defined in the Town Zoning Ordinance, provided the junked motor vehicle is entirely concealed from public view from a public street and/or abutting premises by an acceptable covering manufactured for the purpose of concealment of vehicles. The covering must remain in good repair and must not be allowed to deteriorate. Any other junk vehicle(s) on the property shall be concealed inside a completely enclosed building.
- (2) The Town Code Administrator has the authority to determine whether any junked motor vehicle is adequately concealed as required by these provisions.

Section 6. Removal of abandoned, nuisance, or junked motor vehicles; pre-towing notice requirements.

Except as set forth in Section 7 below, an abandoned, nuisance, or junked motor vehicle which is to be removed shall be towed only after notice to the registered owner or person entitled to possession of the vehicle. In the case of a nuisance vehicle or a junked motor vehicle, if the names and addresses of the registered owner or person entitled to the possession of the vehicle, or the owner, lessee, or occupant of the real property upon which the vehicle is located can be ascertained in the exercise of reasonable diligence, the notice shall be given by first class and certified mail. The person who mails the notice(s) shall retain a written record to show the name(s) and address(s) to whom and to which mailed, and the date mailed. If such names and addresses cannot be ascertained or if the vehicle to be removed is an abandoned motor vehicle, notice shall be given by affixing on the windshield or some other conspicuous place on the vehicle a notice indicating that the vehicle will be removed by the Town on a specified date (no sooner than seven (7) days after the notice is affixed). The notice shall state that the vehicle will be removed by the Town on a specified date,

no sooner than seven days after the notice is mailed or affixed, unless the vehicle is moved by the owner or legal possessor prior to that time.

With respect to abandoned vehicles on private property, nuisance vehicles and junked vehicles to which notice is required to be given, if the registered owner or person entitled to possession does not remove the vehicle but chooses to appeal the determination that the vehicle is abandoned, a nuisance vehicle or in the case of a junked motor vehicle that the aesthetic benefits of removing the vehicle outweigh the burdens, such appeal shall be made to the Board of Adjustment in writing, heard at the next regularly scheduled meeting of the Board of Adjustment, and further proceedings to remove the vehicle shall be stayed until the appeal is heard and decided.

Section 7. Exceptions to prior notice requirement.

The requirement that notice be given prior to the removal of an abandoned, nuisance, or junked motor vehicle may, as determined by the authorized official, be omitted in those circumstances where there is a special need for prompt action to eliminate traffic obstructions or to otherwise maintain and protect the public safety and welfare. Such findings shall, in all cases, be entered by the authorized official in the appropriate daily records. Circumstances justifying the removal of vehicles without prior notice include:

(a) Vehicles abandoned on the streets. For vehicles left on the public streets and highways, the Town Council hereby determines that the immediate removal of such vehicles may be warranted when they are:

- (1) Obstructing traffic.
- (2) Parked in violation of an ordinance prohibiting or restricting parking.
- (3) Parked in a no-stopping or standing zone.
- (4) Parked in loading zones.
- (5) Parked in bus zones, or
- (6) Parked in violation of temporary parking restrictions.

(b) Other abandoned or nuisance vehicles. With respect to abandoned or nuisance vehicle left on town-owned property other than the streets or highways, and on private property, such vehicles may be removed without giving prior notice only in those circumstances where the authorized official finds a special need for prompt action to protect and maintain the public health, safety, and welfare. By way of illustration and not of limitation, such circumstances include vehicles blocking or obstructing ingress or egress to businesses and residences, vehicles parked in such location or manner as to pose a traffic hazard, and vehicles causing damage to public or private property.

Section 8. Removal of vehicles; post-towing notice requirements.

Any abandoned, nuisance, or junked motor vehicle which has been ordered removed may, as directed by the Town, be removed to a storage garage or area by a tow truck operator or towing business performing such services for the Town. Whenever such a vehicle is removed, the authorized Town official shall immediately notify the last known registered owner of the vehicle with such notice to include the following:

- (1) The description of the removed vehicle;
- (2) The location where the vehicle is stored;
- (3) The violation with which the owner is charged, if any;
- (4) The procedure the owner must follow to redeem the vehicle; and
- (5) The procedure the owner must follow to request a probable cause hearing on the removal.

The Town shall attempt to give notice to the vehicle owner by telephone; however, whether or not the owner is reached by telephone, written notice, indicating the information set forth in subsections (1) through (5) above, shall also be mailed to the registered owner's last known address, unless this notice is waived in writing by the vehicle owner or his agent.

If the vehicle is registered in North Carolina, notice shall be given within twenty-four (24) hours. If the vehicle is not registered in the State, notice shall be given to the registered owner within seventy-two (72) hours from the removal of the vehicle.

Whenever an abandoned, nuisance, or junked motor vehicle is removed, and such vehicle has no valid registration or registration plates, the authorized Town official shall make reasonable efforts, including checking the vehicle identification number to determine the last known registered owner of the vehicle and to notify him of the information set forth in subsections (1) through (5) above.

Section 9. Right to probable cause hearing before sale or final disposition of vehicle.

After the removal of an abandoned vehicle, nuisance vehicle, or junked motor vehicle, the owner or any person entitled to possession is entitled to a hearing for the purpose of determining if probable cause existed for removing the vehicle. A request for hearing must be filed in writing with the county magistrate designated by the chief district court judge to receive such hearing requests. The Magistrate will set the hearing within seventy-two (72) hours of receipt of the request, and the hearing will be conducted in accordance with the provisions of G.S. 20-219.11, as amended.

Section 10. Redemption of vehicle during proceedings.

At any stage in the proceedings, including before the probable cause hearing, the owner may obtain possession of the removed vehicle by paying the towing fees, including any storage charges,

or by posting a bond for double the amount of such fees and charges to the tow truck operator or towing business having custody of the removed vehicle. Upon regaining possession of a vehicle, the owner or person entitled to the possession of the vehicle shall not allow or engage in further violations of this Ordinance.

Section 11. Sale and disposition of unclaimed vehicle.

Any abandoned, nuisance, or junked motor vehicle which is not claimed by the owner or other party entitled to possession will be disposed of by the tow truck operator or towing business having custody of the vehicle. Disposition of such a vehicle shall be carried out in coordination with the Town and in accordance with Article 1 of Chapter 44A of the North Carolina General Statutes.

Section 12. Conditions on removal of vehicles from private property.

As a general policy, the Town will not remove a vehicle from private property if the owner, occupant or lessee of such property could have the vehicle removed under applicable State law procedures. In no case, will a vehicle be removed by the Town from private property without a written request of the owner, occupant or lessee, except in those cases where the vehicle is a nuisance vehicle or is a junked motor vehicle which has been ordered removed by the Town Code Administrator. The Town may require any person requesting the removal of an abandoned, nuisance, or junked motor vehicle from private property to indemnify the Town against any loss, expense or liability incurred because of the removal, storage, or sale thereof.

Section 13. Protection against criminal or civil liability.

No person shall be held to answer in any civil or criminal action to any owner or other person legally entitled to the possession of an abandoned, nuisance, or junked motor vehicle, for disposing of such vehicle as provided in this Ordinance.

Section 14. Exceptions.

Nothing in this Ordinance shall apply to any vehicle: (1) which is located in a bona fide "automobile graveyard" or "junkyard" as defined in N.C.G.S. 136-143, in accordance with the "Junkyard Control Act", N.C.G.S. 136-141, et seq., (2) which is in an enclosed building, (3) which is on the premises of a business enterprise being operated in a lawful place and manner, or (4) which is in an appropriate storage place or depository maintained in a lawful place and manner by the Town.

Section 15. Unlawful removal of impounded vehicle.

It shall be unlawful for any person to remove or attempt to remove from any storage facility designated by the Town, any vehicle which has been impounded pursuant to the provision of this Ordinance unless and until all towing and impoundment fees which are due, or bond in lieu of such

fees, have been paid.

Section 16. Alternative Remedies.

Nothing in this Ordinance nor any of its provisions shall be construed to impair or limit in any way the power of the Town to define and declare nuisances and to cause their removal or abatement by summary proceedings or otherwise nor shall enforcement of one remedy provided herein prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws. In addition to the remedies provided for herein, any violation of the terms of this Ordinance shall subject the violator to the penalties and remedies, either criminal or civil or both, as set forth in the General Penalties Ordinance of the Town of Archer Lodge.

Part 2. All ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Part 3. This Ordinance shall become effective upon its adoption by the Town Council of the Town of Archer Lodge, North Carolina.

ADOPTED this the ____ day of ____, 2017.

ATTEST

SEAL

Michael A. Gordon
Mayor

Kim P. Batten
Town Clerk