



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, August 6, 2018 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

Page

1. WELCOME/CALL TO ORDER:

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

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

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

4. CONSENT AGENDA:

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- 4.a. Approval of Minutes:
 - 07 May 2018 Regular Council Meeting Minutes
 - 24 May 2018 Special Meeting Minutes
 - 04 June 2018 Regular Council Meeting Minutes
 - 04 June 2018 Closed Session Minutes
 - [Regular Council - 07 May 2018 - DRAFT](#)
 - [Special Meeting - 24 May 2018 - DRAFT](#)
 - [Regular Council - 04 June 2018 - DRAFT](#)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

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 - 5.a. Discussion and Consideration of MS Consultants, Inc. Contract Modification - Town Hall Expansion and ALVM Site Design
 - [MS Consultants, Inc - Contract Modification 6.7.2018](#)
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 - 5.b. Discussion and Consideration of Awarding the Town Hall Expansion Project including the Archer Lodge Veteran's Memorial site to a General

Contractor

[Town Hall Expansion & ALVM Site Cost Estimates 5.4.2018](#)

[Project Bid Tab Form 8.2.2018](#)

- 85 - 92 5.c. Discussion and Consideration of Awarding a Five-Year Lease to CEI,
The Digital Office, for a Konica Minolta C258 Digital Network
Copier/Scanner/Fax and Maintenance Services
[COPIER CONTRACT COMPARISON](#)
[CEI - KM C258 - LEASE & SERVICE AGREEMENT](#)

6. TOWN ATTORNEY'S REPORT:

7. ADMINISTRATIVE CONSULTANT'S REPORT:

8. FINANCIAL/TOWN CLERK'S REPORT:

- 93 - 95 8.a. July 31, 2018 Financials & Year-to-Date Comparison
(FY18 to FY19)
[JULY 2018 & FYTD](#)
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[YTD COMP 07.01.18](#)

9. PLANNING/ZONING REPORT:

10. VETERAN'S COMMITTEE REPORT:

11. MAYOR'S REPORT:

12. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

13. ADJOURNMENT:



Regular Council - Minutes Monday, May 7, 2018

COUNCIL PRESENT:

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

STAFF PRESENT:

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

GUESTS PRESENT:

Becky Veazey, Pres., The MAPS Group
Cub Scout Pack 421, White Oak Baptist Ch.
Phillip Driver, Chief, Archer Lodge VFD

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

Cub Scout Pack 421 led 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 Castleberry
Approved Agenda.

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 spoke to the Council and the audience expressing the importance of exercising their right to vote.

He reminded everyone to vote at the Primary Election on Tuesday, May 8, 2018.

b) Mr. Ron King of 1312 Enchanted Oaks Drive, Raleigh, NC offered comments.

He reiterated the importance of voting and commended Council for opening with prayer and stating the Pledge of Allegiance. Mr. King shared that he, his wife and his sister-in-law owned property on Castleberry Road within the Archer Lodge Town Limits. He noted that the land has access to sewer from the Flowers Plantation Development and offered potential ideas for the property to Council along with possibly donating it for park use. Mr. King expressed an interest of relocating to this area.

4. CONSENT AGENDA:

- a) Approval of Minutes:**
05 Mar 2018 Regular Council Meeting Minutes
19 Mar 2018 Work Session Minutes
02 Apr 2018 Regular Council Meeting Minutes
16 Apr 2018 Work Session Minutes
-

b) Budget Amendment (BA 2018 03)

BA 2018 03 appears as follows:

BA 2018 03

Town of Archer Lodge
Budget Amendment
Fiscal Year Ending

06/30/18

Budget Amendment
Date

BA 2018 03
07-May-18

General Fund/Capital Reserve Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
2017 Property Taxes	10-3117-0000	485,000.00	10,500.00	495,500.00
Penalties and Interest	10-3180-0000	500.00	100.00	600.00
Permits and Fees	10-3340-0000	2,000.00	1,000.00	3,000.00
Fee in Lieu of Recreation	10-3345-0000	20,000.00	20,000.00	40,000.00
Transfer from General Fund 10	31-3900-3910	87,000.00	90,000.00	177,000.00
		-	-	-

Total Increase (Decrease) in Revenues

121,600.00

Expenditures:				
Gov Body - Supplies	10-4110-2000	2,000.00	1,500.00	3,500.00
Gov Body - Training & Meetings	10-4110-3110	2,150.00	1,350.00	3,500.00
Admin - Supplies (Town Hall)	10-4120-2000	1,250.00	250.00	1,500.00
Admin - Supplies	10-4120-2100	2,150.00	850.00	3,000.00
Social Media Services	10-4120-3360	5,200.00	800.00	6,000.00
Tax Collection Fees (NC & JoCo)	10-4140-4950	16,000.00	1,000.00	17,000.00
LP Gas	10-4190-3320	1,250.00	250.00	1,500.00
Storm Water Repairs	10-4190-3530	2,000.00	600.00	2,600.00
Contracted Services-AL Fire Department	10-4300-3500	200,000.00	4,000.00	204,000.00
Transfer to Park Reserve Fund 31	10-9900-0031	156,000.00	21,000.00	177,000.00
Recreation Development - Park Res Fund	31-6120-5500	88,700.00	90,000.00	178,700.00
		-	-	-

Total Increase (Decrease) in Expenditures

\$ 121,600.00

\$

-

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 7th day of May 2018

ATTEST:



Kim P. Batten, Town Clerk





Matthew B. Mulhollem, Mayor



Teresa M. Bruton, Budget Officer

c)
Evo Studios, Inc. (EvoGov) Website Project Master Services Agreements
Evo Studios, Inc. (EvoGov) Proposal for the Town of Archer Lodge, NC

The 25 page Evo Studios, Inc (EvoGov) Website Project Master Services Agreement is on file in the clerk office and Signature Page 16 of the Agreement appears as follows:

14.14 Entire Agreement. This Agreement together with Appendix A - Hosting Services Solution Schedule, and Appendix B - Information Protection and Security herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. This Agreement will not be superseded by any click-through, browse-through, web-incorporated, shrink-wrap or other agreement not signed by hand by authorized officers of Client and Vendor, and any click-through, browse-through, shrink-wrap or other unsigned agreement will be of no effect regardless of any process or action of acceptance necessary to bypass the unsigned agreement. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

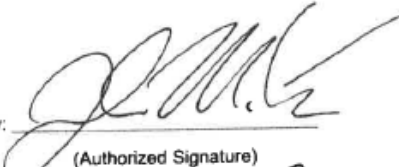
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

VENDOR: Evo Studios, Inc.

Client: Town of Archer Lodge

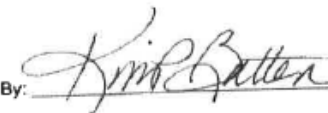
By: 
(Authorized Signature)
6-12-2018

Name: John McKown
Title: President

By: 
(Authorized Signature)

Name: Matthew B. Mulhollem
Title: Mayor



By: 

Name: Kim P. Batten
Title: Finance Officer / Town Clerk

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Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved Consent Agenda.

CARRIED UNANIMOUSLY

5. ARCHER LODGE VOLUNTEER FIRE DEPARTMENT (ALVFD)

~ Chief Phillip Driver

- a) Chief Driver asked that Town Council support an increase of two cents (\$0.02) for the Archer Lodge Fire District Tax Rate. The ALVFD had not asked for a tax increase in over twenty-five years; with the current rate being at seven cents (\$0.07). In 2008, the rate was voluntarily reduced from eight cent (\$0.08).

Chief Driver provided evidence to support the proposed increase:

- Outdated turn-out gear
- Replace outdated SCBA (20)
- Engine with larger water capacity
- Increase paid personnel
- Tanker to provide adequate fire protection for the citizens of Archer Lodge and maintain a Class 3 Insurance Rating
- Concrete apron and asphalt drive repairs
- Increase duty crew due to the increase in emergency calls
- Loss of funds from the Town of Clayton contract due to a decrease in coverage at Riverwood

Discussion followed and the Town Council agreed to support the Archer Lodge Volunteer Fire Department by Adopting a Resolution Supporting their request for a two cent (\$0.02) increase in the Archer Lodge Fire District Tax Rate.

Resolution# AL2018-05-07c Supporting the Archer Lodge Fire District Tax Increase appears as follows:

RESOLUTION# AL2018-05-07c

TOWN OF ARCHER LODGE
RESOLUTION SUPPORTING A FIRE TAX INCREASE
FOR THE ARCHER LODGE FIRE DISTRICT

WHEREAS, the Archer Lodge Town Council on May 7, 2018, received a presentation by Chief Phillip Driver of the Archer Lodge Volunteer Fire Department (ALVFD); and,

WHEREAS, Chief Driver reported that the ALVFD calls from 2015 had increased from 623 calls to 719 calls in 2016 and 739 calls in 2017; and,

WHEREAS, the ALVFD foresees purchasing gear, equipment, a fire engine with larger water capacity, a tanker along with additional paid personnel to provide adequate fire protection for the citizens of Archer Lodge and to maintain a Class 3 Insurance Rating; and,

WHEREAS, the ALVFD needs to make repairs to the apron and parking lot area of the fire station; and,

WHEREAS, the ALVFD has not asked for an increase in the fire tax rate for over 25 years with the current rate being seven cents (\$0.07) when the rate was voluntarily reduced from eight cents (\$0.08) in 2008.

NOW THEREFORE, BE IT RESOLVED by the Archer Lodge Town Council, by unanimous vote, that it fully supports the Archer Lodge Volunteer Fire Department’s request to the Johnston County Board of Commissioners for two cents (\$0.02) fire tax rate increase.

DULY ADOPTED THIS 7th DAY OF MAY 2018
WHILE IN REGULAR SESSION.


Matthew B. Mulhollem, Mayor

ATTEST:


Kim F. Batten, Town Clerk



Moved by: Council Member Locklear
Seconded by: Council Member Jackson
Adopted Resolution# AL2018-05-07c Supporting a Fire Tax Increase for the Archer Lodge Fire District.
CARRIED UNANIMOUSLY

6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**
- a) **Discussion and Consideration of Approving the Municipal Reimbursement Agreement between the Town of Archer Lodge and NCDOT regarding a Comprehensive Bicycle and Pedestrian Plan**
- Mr. Clark began the discussion regarding the Municipal Reimbursement Agreement and noted the estimated costs of the Comprehensive Bicycle and Pedestrian Plan was \$40,000 and the Town would be responsible for a 10% match. He noted the agreement further explains the scope of the project, development and completion of the plan, project documents and funding responsibilities should the actual cost of the project is higher or lower than estimated. Mr. Clark stated that Resolution# AL2018-05-07a was required by NCDOT supporting the Town's obligation to the reimbursement agreement. Mayor Mulhollem emphasized this plan could eventually be incorporated into the Town's future plans when development is available.

The Approved Municipal Agreement (ID# 7879) between NCDOT and Town of Archer Lodge appears as follows:

NORTH CAROLINA	DOT ADMINISTERED – BIKEPED PLANNING PROJECT – FEDERAL
JOHNSTON COUNTY	
	DATE: 4/13/2018
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
	TIP #: M-0492AA
AND	WBS Elements: 44527.1.31
	FEDERAL-AID NUMBER: SPR-0SPR(158)
TOWN OF ARCHER LODGE	CFDA #: 20.205

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Archer Lodge, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, 23 USC 505 allows State Planning and Research (SPR) federal funds to funds to be available for certain specified transportation activities; and

WHEREAS, in accordance with G.S. 136-66.2, the NC General Assembly requires each Municipality to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the Department has allocated state matching funds to augment the federal funds available for these activities; and,

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Division have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the Municipality has requested funding for a Comprehensive Bicycle and Pedestrian Plan, hereinafter referred to as the Project, in Johnston County, North Carolina; and,

WHEREAS, the Municipality has requested that the Department develop the Plan in coordination with the Municipality; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out; and,

Agreement ID # 7879	1
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WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation and,

WHEREAS, the Department is subject to NC Article 2, Chapter 36 (136-41.5) mandates an annual report on use of bicycle and pedestrian planning grant funds. By entering into this agreement with NCDOT, the municipality acknowledges their participation in annual reviews of the status of implementation of projects identified in the completed plan;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

1. SCOPE OF THE PROJECT

The Project consists of the planning and production of a Comprehensive Bicycle and Pedestrian Plan in accordance with the Department's policies and procedures.

The Department's funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

2. DEVELOPMENT OF PLAN

The Department, and or its agent, shall prepare the Comprehensive Bicycle and Pedestrian Plan for the Town of Archer Lodge, developed in accordance with the Department's Content Standards for NCDOT Bicycle and Pedestrian Plans.

REVIEW REQUIREMENTS

The Department will submit two copies of the final draft of the Comprehensive Bicycle (and/or) Pedestrian Plan to the Municipality for review and comment. The DBPT shall review and approve said final draft and necessary revisions within six months.

3. COMPLETION

The Town Council of the Municipality shall consider the adoption of the Comprehensive Bicycle (and/or) Pedestrian Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Bicycle (and/or) Pedestrian Plan to the Department for re-approval.

The Municipality shall receive digital files and five (5) hard copies of the approved Comprehensive Bicycle (and/or) Pedestrian Plan, in a format compatible with Department and Municipal requirements. Geodatabases/shapefiles shall adhere to the DBPT standard format regarding nomenclature, structure and minimal attributes/variables. Photo and map design/resolution shall also meet minimum DBPT standards. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

4. PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared for/by the municipality for public meetings.

5. FUNDING

The total estimated project cost is \$40,000. The Department shall participate in 90% of the total cost, up to a maximum amount of Thirty-Six Thousand Dollars (\$36,000). The Municipality shall provide a (10%) local match of the total estimated project cost. The Municipality shall submit a check for \$4,000 to the Department upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23. If the actual cost of the work is less than \$40,000 the Department shall reimburse the Municipality any overpayment.

6. ADDITIONAL PROVISIONS

- A. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.
- B. All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

- C. If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.
- D. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
- E. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
- F. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
- G. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: TOWN OF ARCHER LODGE

BY: *Kim P. Batten* BY: *Matthew B. Mulhollem*
 TITLE: Finance Officer/Town Clerk TITLE: Mayor
 DATE: 5-7-18

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the Town of Archer Lodge as attested to by the signature of
Kim P. Batten Clerk of the Town of Archer Lodge
 Kim P. Batten
 (governing body) on 5/7/18
 (SEAL)



Federal Tax Identification Number
27-1989634

Town of Archer Lodge
 Remittance Address:
14094 Buffalo Rd.
Clayton, NC 27527

DEPARTMENT OF TRANSPORTATION
 BY: *[Signature]*
 (DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION)
 DATE: 6-22-18

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 5/3/18 (Date)

Agreement ID # 7879 5

Moved by: Council Member Wilson
 Seconded by: Council Member Castleberry
Approved the Municipal Agreement (ID# 7879) between the Town of Archer Lodge and NCDOT regarding the Comprehensive Bicycle and Pedestrian Plan.
 CARRIED UNANIMOUSLY

b) Discussion and Consideration of Adopting a Resolution Supporting Obligation to the Municipal Reimbursement Agreement with NCDOT's Division of Bicycle and Pedestrian Transportation and Transportation Planning Division Dated May 7, 2018 (Resolution# AL2018-05-07a)

Mr. Clark discussed the Resolution in item 6.a.
 Resolution# AL2018-05-07a appears as follows:

**TOWN OF ARCHER LODGE
RESOLUTION SUPPORTING OBLIGATION TO THE
MUNICIPAL REIMBURSEMENT AGREEMENT WITH THE
NC DEPARTMENT OF TRANSPORTATION'S
DIVISION OF BICYCLE AND PEDESTRIAN TRANSPORTATION AND
TRANSPORTATION PLANNING DIVISION
DATED MAY 7, 2018**

WHEREAS, in accordance with G.S. 136-66.2.1, the N.C. General Assembly requires each Municipality, with the cooperation of the North Carolina Department of Transportation (the "Department") to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and,

WHEREAS, the Department has initiated a program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans; and,

WHEREAS, to encourage the development of comprehensive local bicycle plans and pedestrian plans, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to fund plan development; and,

WHEREAS, the Department and the Town of Archer Lodge (the "Town") have agreed that a comprehensive plan is needed to evaluate and identify critical municipal needs for planning and/or implementation of a Comprehensive Bicycle and Pedestrian Plan; and,

WHEREAS, the Department and the Town have agreed to participate in the cost of this comprehensive plan with the Town agreeing to coordinate and oversee the plan development process (the "Project") in accordance with the provisions hereinafter set forth; and,

WHEREAS, the Town desires to enter into a municipal agreement with the Department whereby the Town shall participate in the development of a Comprehensive Bicycle and Pedestrian Plan with the estimated cost of the Project being \$40,000.00; and,

WHEREAS, the Department shall provide ninety percent (90%) of the total cost of the project, in an amount not to exceed Thirty-Six Thousand Dollars (\$36,000) as approved by the Department's Board of Transportation and the Town shall provide a ten percent (10%) match in the Project being four thousand dollars (\$4000.00). In the event upon completion of the Project, actual costs exceed the estimated project costs, the Town shall reimburse the Department any underpayment as approved by the Department's Board of Transportation and the Town. If the actual cost of the work is less than \$40,000.00 the Department shall reimburse the Town any overpayment.

NOW THEREFORE, BE IT RESOLVED that this Project is hereby formally approved by the Archer Lodge Town Council of the Town of Archer Lodge and that the Mayor and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the Department.

RESOLUTION# AL2018-05-07a

**DULY ADOPTED ON THIS 7th DAY OF MAY 2018
WHILE IN REGULAR SESSION.**

ATTEST:


Kim P. Batten
Town Clerk


Matthew B. Mulhollem
Mayor

I, Kim P. Batten, Clerk of the Town of Archer Lodge, do hereby certify that the foregoing is a true and correct copy of excerpts from the Minutes of the Regular Council meeting of the Town of Archer Lodge duly held on the 7th day of May 2018.

WITNESS, my hand and the official seal of the Town of Archer Lodge on this the 7th day of MAY, 2018.

(SEAL)




KIM P. BATTEN, TOWN CLERK
TOWN OF ARCHER LODGE
NORTH CAROLINA

Moved by: Council Member Jackson
Seconded by: Council Member Locklear

Adopted the Resolution# AL2018-05-07a Supporting Obligation to the Municipal Reimbursement Agreement with NCDOT's Division of Bicycle and Pedestrian Transportation Planning dated May 7, 2018.

CARRIED UNANIMOUSLY

c) Discussion and Consideration of Adopting a Resolution Implementing the Town of Archer Lodge Personnel Policy as provided by The MAPS Group (Resolution# AL2018-05-07b)

Mayor Mulhollem opened the floor for any questions or discussions regarding the proposed Town of Archer Lodge Personnel Policy. Ms. Becky Veazey, President of The MAPS Group, was in attendance for possible questions. Discussion followed.

The 50 page Resolution# AL2018-05-07b is on file in the clerk office and Page 1 and Signature Page 50 of the Resolution appears as follows:

RESOLUTION# AL2018-05-07b	
TOWN OF ARCHER LODGE PERSONNEL POLICY	
BE IT RESOLVED by the Town Council of the Town of Archer Lodge that the following policies apply to the appointment, classification, benefits, salary, promotion, demotion, dismissal, and conditions of employment of the employees of the Town of Archer Lodge.	
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ARTICLE XII. IMPLEMENTATION OF POLICIES**Section 1. Conflicting Policies Repealed**

All policies, ordinances, or resolutions that conflict with the provisions of these policies are hereby repealed.

Section 2. Separability

If any provision of these policies or any rule, regulation, or order hereunder of the application of such provision to any person or circumstances is held invalid, the remainder of these policies and the application of such remaining provisions of these policies of such rules, regulations, or orders to persons or circumstances other than those held invalid will not be affected thereby.

Section 3. Amendments

This policy may be amended by action of the Town Council and by resolution appropriately approved. Any revisions or amendments adopted in conformance with this procedure shall become effective as of the date of such adoption.

Notice of any amendment to the policy or any portion thereof, shall be provided to employees. Adopted amendments should be posted on bulletin Boards in employee work locations and/or in employee newsletters.

**DULY ADOPTED THIS 7th DAY OF MAY 2018
WHILE IN REGULAR SESSION.**


Matthew B. Mulhollem
Mayor

ATTEST:


Kim P. Batten
Town Clerk



50

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Adopted Resolution# AL2018-05-07b Implementing the Town of Archer Lodge Personnel Policy as provided by The Maps Group.

CARRIED 4 to 1 (Wilson opposed)

d) Discussion and Consideration of Adopting the Town of Archer Lodge Classification and Pay Plan as provided by The MAPS Group

No further discussion. Mayor Mulhollem asked for a motion to approve the Town of Archer Lodge Classification and Pay Plan.

Classification and Pay Plan provided by The MAPS Group Study appears as follows:

**Town of Archer Lodge
Salary Schedule
2017-2018**

GRADE	HIRING RATE	MINIMUM	MID POINT	MAXIMUM	GRADE
10	23,750	24,938	29,688	35,625	10
11	24,938	26,185	31,173	37,407	11
12	26,185	27,494	32,732	39,278	12
13	27,494	28,869	34,368	41,241	13
14	28,869	30,312	36,087	43,304	14
15	30,312	31,828	37,890	45,468	15
16	31,828	33,419	39,785	47,742	16
17	33,419	35,090	41,774	50,129	17
18	35,090	36,845	43,863	52,635	18
19	36,845	38,687	46,057	55,268	19
20	38,687	40,621	48,359	58,031	20
21	40,621	42,652	50,777	60,932	21
22	42,652	44,785	53,315	63,978	22
23	44,785	47,024	55,982	67,178	23
24	47,024	49,375	58,780	70,536	24
25	49,375	51,844	61,719	74,063	25
26	51,844	54,436	64,805	77,766	26
27	54,436	57,158	68,045	81,654	27
28	57,158	60,016	71,448	85,737	28
29	60,016	63,017	75,020	90,024	29
30	63,017	66,168	78,772	94,526	30
31	66,168	69,476	82,710	99,252	31
32	69,476	72,950	86,845	104,214	32
33	72,950	76,598	91,188	109,425	33
34	76,598	80,428	95,748	114,897	34
35	80,428	84,449	100,535	120,642	35
36	84,449	88,671	105,562	126,674	36
37	88,671	93,105	110,839	133,007	37
38	93,105	97,760	116,382	139,658	38
39	97,760	102,648	122,200	146,640	39
40	102,648	107,780	128,310	153,972	40
41	107,780	113,169	134,725	161,670	41

Town of Archer Lodge List of Classes Arranged by Grade 2017-2018			
GRADE	CLASSIFICATION	FLSA STATUS	HIRING RATE MAXIMUM
10			23,750 35,625
11			24,938 37,407
12			26,185 39,278
13			27,494 41,241
14			28,869 43,304
15			30,312 45,468
16			31,828 47,742
17	Deputy Town Clerk		33,419 50,129
18			35,090 52,635
19			36,845 55,268
20			38,687 58,031
21			40,621 60,932
22			42,652 63,978
23			44,785 67,178
24			47,024 70,536
25			49,375 74,063
26	Parks and Recreation Director	E	51,844 77,766
27	Town Planner	E	54,436 81,654
28	Finance Officer/Town Clerk	E	57,158 85,737
29			60,016 90,024
30			63,017 94,526
31			66,168 99,252
E = Exempt from the Wage and Hour Provisions of the Fair Labor Standards Act (FLSA)			
9			

Moved by: Council Member Locklear
 Seconded by: Council Member Jackson
Adopted the Town of Archer Lodge Classification and Pay Plan as provided by The Maps Group.
 CARRIED 4 to 1 (Wilson opposed)

e) Discussion and Consideration of Service Agreement Proposal between the Town of Archer Lodge and N-Focus for FY2019.

Having no discussion. Mayor asked for a motion to approve.

Service Agreement Proposal between the Town of Archer Lodge and N-Focus for FY2019 appears as follows:



RECEIVED
MAR 29 2018
TOWN OF ARCHER LODGE
BY: *[Signature]*

March 29, 2018

Kim Batten, Finance Manager / Town Clerk
Town of Archer Lodge
14094 Buffalo Road
Clayton, NC 27527

Dear Kim,

Per your request and for your board's consideration I respectfully submit the following proposal for Planning & Code Enforcement Services to be provided to the Town of Archer Lodge during FY 19 on a Continuing Services (CS) Basis.

Period of Service (POS): July 1, 2018 – June 30, 2019		
Level of Service (LOS)	(26) Bi-Weekly Payments	FY 19 Fee
➤ 2 ½ Days / Week on average_52 Weeks_ 1040 Hours / Year_50% FTE Includes on average (8) Hours / Month Code Enforcement (18+) Hours / Week Planning Services	\$2,709.18	\$70,438.68

Our fees are inclusive of all personnel costs including but not limited to:

- a. Base Salary plus:
 - i. Social Security & Medicare (FICA)
 - ii. State Unemployment Insurance (SUTA)
 - iii. Federal Unemployment Insurance (FUTA)
 - iv. Worker's Compensation Insurance
- b. Benefits:
 - i. Health & Life Insurance
 - ii. Paid Vacation & Personal Time
 - iii. Paid Holidays
 - iv. Paid Travel Time
- c. Professional Development & Certifications;

N-Focus, Inc.
315 South Main Street, Suite 200 • Kannapolis, NC 28081
704.933.0772
NFocusPlanning.org

Kim Batten, Finance Manager / Town Clerk
Town of Archer Lodge
RE: FY 19 Planning / Code Proposal

March 29, 2018

- d. Cellular Communications;
- e. Company Vehicle with
 - i. Vehicle Insurance
 - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. Management cost.

Among the advantages to a CS Agreement are:

- A fixed monthly payment without invoicing
- The Level of Service (LOS) may increase by five (5%) without affect upon compensation and/or payment amount
- Travel time to and from the jurisdiction is included in the fee

Upon approval of this proposal, please return an executed copy of the Acceptance (page 3) to me via e-mail, at which point an Agreement will be prepared and sent for execution. Should you have any questions my contact information appears below.

The N-Focus Team appreciates the opportunity to continue to serve the Town of Archer Lodge.

Patti Rader

Patti Rader, Manager
N-Focus. Inc.
704.933.0772
prader@nfocusplanning.org
NFocusPlanning.org

Kim Batten, Finance Manager / Town Clerk
Town of Archer Lodge
RE: FY 19 Planning / Code Proposal

March 29, 2018

ACCEPTANCE:

Patricia A. Rader

March 29, 2018

Patricia A. Rader, Manager
N-Focus, Inc.
704.933.0772
prader@nfocusplanning.org

ACCEPTED on behalf of the Local Government by:

[Signature]
Signature

5-7-18

Date

Matthew B. Mulhollem
Printed name of authorized person signed above



Seal of the unit of Local Government

ATTEST:

[Signature]
Clerk to the Governing Board/Council

5/7/18
Date

This document has been pre-audited in accordance with applicable North Carolina General Statute.

[Signature]
Finance Officer

5/7/18
Date

3 | Page

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Approved the Service Agreement Proposal between the Town of Archer Lodge and N-Focus for FY2019.

CARRIED UNANIMOUSLY

f) Discussion and Consideration of Landscape Management Services for FY2019 & FY2020

- **Period beginning July 1, 2018 and ending June 30, 2020**

Mr. Gobble shared the results of the two proposals for Landscape Management Services received since January 2018. Since receiving the proposals, the Archer Lodge Community Center requested full responsibility for landscape management of the soccer field, located next to Town Hall. Due to this change, both vendors re-submitted their proposals with the specification changes.

Mr. Gobble recommended continuing Landscape Management Services with Proturf Landscapes, Inc due to 1) having no complaints in the past; 2) bid results; and 3) Proturf manages the landscape for ALCC and will be completed at the same time. Discussion followed.

Mayor Mulhollem asked for a motion to award the Landscape Management Services Contract for FY2019 & FY2020.

- Council Member Wilson made a motion to award the contract to RDR Land Design, who is the Architect for the Archer Lodge Veteran's Memorial. Having no second, Mayor Mulhollem announced that the

motion died.

- Mayor Pro Tem Castleberry made a motion to award the contract to Proturf Landscapes, Inc. Council Member Locklear seconded the motion. No further discussion.

Landscape Management Services Contract for Fiscal Years 2018-2019 & 2019-2020 with Proturf Landscapes, Inc. appears as follows:



PROTURF
Landscapes
919-625-3128

1430 Wendell Rd., Wendell, NC 27591
Office: 919-625-3128 Fax: 919-585-2338
Email: mike@proturfnc.com

Landscape Management Proposal

Town of Archer Lodge
14094 Buffalo Road
Clayton, NC 27527

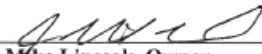
Description of Services:

Services will be provided by Proturf Landscapes, Inc in accordance with the attached outline from the Town of Archer Lodge. Also, this contract will be in effect for two consecutive years, beginning July 1, 2018 through June 31, 2020. Anything above and beyond the contracted agreements will be quoted and billed separately

Yearly Price: \$7740.00

Monthly Contract Price: \$645.00

Approved By:  Date: 5-8-18 
Matthew B. Mulhollem, Mayor TOWN CLERK

Accepted By:  Date: 5-8-18
Mike Lipsak, Owner



NC Licensed Landscape
Contractor #CL1048 & 0764

NCSU Turfgrass Graduate 



Member of the Turfgrass
Council of NC

Hunter Preferred
Irrigation Contractor 

NC Certified Plant
Professional

NC Certified Storm Water
Professional #1516

ICPI Certified Concrete Paver
Installer





**TOWN OF ARCHER LODGE
14094 BUFFALO ROAD
CLAYTON, NC 27527**

LANDSCAPE MANAGEMENT SPECIFICATIONS:

1. **Mow:** Turf areas around Town Hall and to the left of the parking lot on a weekly basis during growing season. Field areas to the right of the swell, and rear ditches are to be mowed on a bi-weekly basis.
2. **Edge:** Turf areas as needed to keep a neat and clean appearance.
3. **Clear/Sweep:** All hard surfaces (walkways, parking lots) on a weekly basis.
4. **Haul:** All debris (including leaves) will be hauled away and disposed of at a land field.
5. **Pruning:** Shrubbery and Trees using sound horticultural practices to keep them neat and in good health. (Crape Myrtles to be pruned in January or February)
6. **Turf Area:** To include area around Town Hall to the swell on the right side of the building, and left of parking lot will be treated as follows:

Maintenance:

Yearly: Soil Test

February: Pre-Emergence Application

March: Pre-Emergence Application 2

April: Liquid Weed Control

May: Summer Fertilizer 1

June: Summer Fertilizer 2

July: Lime Application – when needed

August: Liquid Weed Control

Fall/Winter: Aeration and overseeding.

7. **Weed Management in ornamental beds:** Yearly apply a granular weed control. Mechanical and Chemical applications are to be done as needed.
8. **Mulch:** Around Town Hall with a dyed brown mulch to a depth of 2 to 3 inches, and long leaf pine straw around trees
9. **Inclement Weather:** Clean parking lot and spread salt on walkways during inclement weather, and bill separately.
10. **Hours:** Work performed between 8:00 a.m. through 5:00 p.m., Monday through Friday.



**TOWN OF ARCHER LODGE
14094 BUFFALO ROAD
CLAYTON, NC 27527**

LANDSCAPE MANAGEMENT SPECIFICATIONS:

Vendors will agree to maintain Workers Comprehensive and General Liability Insurance.

Company: Proturf Landscapes
Contract Signature: [Signature] Date: 5-14-18
Accepted By: [Signature] Date: 5-10-18
Title: MAYOR



[Signature]
Town Clerk

Page 2 of 2

1/2018

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

Awarded the Landscape Management Contract to Proturf Landscapes, Inc. for Fiscal Years 2018-2019 and 2019-2020.

CARRIED 4 to 1 (Wilson opposed)

g) Discussion and Consideration of Cleaning Services for FY2019 & FY2020

- Period beginning July 1, 2018 and ending June 30, 2020**

Mr. Gobble reported that M & M Cleaning Services will no longer be cleaning Town Hall after June 30, 2018. Several proposals were received and after interviewing some potential vendors, staff contacted references. Based on the results, he recommended that the Town award the Cleaning Services Contract to Pony Xpress Commercial Cleaning due to 1) bid results; 2) high recommendations from their references; and 3) fully bonded and insured. Attorney Hewett advised that the contract provided by Pony Xpress be revised and Mr. Gobble agreed.

Cleaning Services Contract for Fiscal Years 2018-2019 & 2019-2020 with Pony Xpress Cleaning, LLC appears as follows:

Maintenance Agreement:

The Maintenance Agreement between the Town of Archer Lodge (TOAL) and Pony Xpress Cleaning, LLC (PX) is as follows:

Terms: 1 Full clean per week: Breakroom and RR's weekly, offices and entrance every other week, chamber monthly

1. PX's Monthly Charge will be: **\$ 215.00**
 - \$215.00 per month to include >1< time(s) per week Full service, as stated in Category/Cleaning Schedule above. (Includes Pony Xpress providing all cleaning chemicals and equipment.)
2. All nightly services will be performed as listed and scheduled per this agreement except for the legal holidays listed here: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. There will be no rebate of contract price for a holiday. These services will be performed on an agreed alternate day by all parties.
3. PX will supply all electric equipment and cleaning chemicals necessary to fulfill the terms of this agreement unless indicated to the contrary above.
4. PX will perform all tasks as required under the terms of this Agreement, unless circumstances caused by an act of God, strike, war, or other conditions beyond the control of PX occur that prevent scheduled tasks from being completed in a safe and proper manner.
5. TOAL shall supply bin liners, hand soap, hand towels, and toilet tissue.
6. Any modifications to specifications, or areas serviced by PX, or requests for changes in personnel must be submitted in writing, and must be agreed upon by both parties of this Agreement.
7. TOAL acknowledges that the PX Cleaning Crews are not authorized to negotiate on behalf of PX or make any changes to this Agreement.
8. Other services performed on request.
9. The term of this Agreement begins July 1, 2018 and ends June 30, 2020 unless either party decides to terminate this Agreement for any reason with sixty (60) days written notification.
10. If PX fails to perform material specifications, then TOAL will notify PX within 3- 5 business days and any agreed upon issues will be attended to at the next cleaning cycle.
11. TOAL agrees to work in good faith to meet and inspect with PX Management should material deficiencies arise.
12. TOAL recognizes that, from time to time, at its sole discretion, PX may change cleaning crews and will advise TOAL prior to cleaning.
13. PX will provide monthly invoices and payment is due no later than fifteen (15) days following the invoice date.
14. The laws of North Carolina shall govern this Agreement.

Signatures below from the **Town of Archer Lodge (TOAL)** and from **Pony Xpress Cleaning, LLC (PX)** represent approval of the Maintenance Agreement as described above.

Town of Archer Lodge:

AUTHORIZED SIGNATURE: _____ DATE: 5-10-18

PRINT NAME: MATTHEW B. MULHOLLEM

TITLE: MAYOR

ATTEST:

SIGNATURE: Kim P. Batten DATE: 5/7/18

PRINT NAME: KIM P. BATTEN

TOWN SEAL:

TITLE: TOWN CLERK



Pony Xpress Cleaning, LLC:

SIGNATURE: Brian Mack DATE: 5-9-2018

PRINT NAME: Brian Mack

TITLE: President

AGREEMENT COMMENCEMENT: 1ST of JULY 2018



**TOWN OF ARCHER LODGE
14094 BUFFALO ROAD
CLAYTON, NC 27527**

CLEANING SERVICES SPECIFICATIONS

Breakroom / Restrooms - Weekly

- ☐ Clean interior glass, excluding outer wall glass, as needed.
- ☐ Clean mirrors and all bright work.
- ☐ Clean and sanitize drinking fountain.
- ☐ Clean and sanitize all sinks.
- ☐ Spot clean walls, painted surfaces, finger prints, and carpet, as needed.
- ☐ Remove splash marks from walls and around sinks.
- ☐ Toilets to be cleaned and sanitized inside and outside.
- ☐ Toilet seats to be cleaned on both sides using disinfectant.
- ☐ Refill/Stock toilet tissue, hand towels, and soap dispensers.
- ☐ Empty waste receptacles and replace liners, as needed, wash as needed.
- ☐ Vacuum/sweep all hard floors and mop with disinfectant.
- ☐ Dust all ceilings, sills, baseboards, and door frames.
- ☐ Clean counters, sinks, exterior of refrigerator (visible sides), microwave (inside and out), table, and cabinets in breakroom.
- ☐ Ensure all areas are clean & arranged neatly.

Offices/Lobby (including Hallway) - Bi-Weekly

- ☐ Empty waste receptacles and replace liners, as needed. Wash as needed.
- ☐ Vacuum all carpets, crevices, and mats.
- ☐ Vacuum/sweep all hard floors and mop with disinfectant.
- ☐ Clean front entrance glass, and all interior glass, as needed.
- ☐ Disinfect all telephones.
- ☐ Dust all desks, lamps and lamp shades, chair rungs, wall clocks, and picture frames.
- ☐ Dust and polish all tables, and other furniture.
- ☐ Clean mirrors, as needed in Lobby.
- ☐ Dust all ceilings, sills, baseboards, and door frames.
- ☐ Clean exterior of all office equipment (copiers, file cabinets, etc.).
- ☐ Spot clean walls, painted surfaces, finger prints, and carpet, as needed.
- ☐ Dust ceiling air vent returns.
- ☐ Ensure all areas are clean & arranged neatly.



**TOWN OF ARCHER LODGE
14094 BUFFALO ROAD
CLAYTON, NC 27527**

CLEANING SERVICES SPECIFICATIONS

Council Chambers - Monthly

- ☐ Empty waste receptacles and replace liners, as needed. Wash as needed.
- ☐ Vacuum all carpets, crevices, and mats.
- ☐ Vacuum/sweep all hard floors and mop with disinfectant.
- ☐ Clean front entrance glass, and interior glass, as needed.
- ☐ Dust and polish all tables, fixtures, and other furniture.
- ☐ Dust all ceilings, sills, and baseboards, and door frames.
- ☐ Dust all ledges, sills, and door frames.
- ☐ Spot clean walls and painted surface, finger prints, and carpet as needed
- ☐ Ensure all areas are clean & arranged neatly.

Windows - Semi-Annually

- ☐ Clean all glass inside and outside.

Vendors will agree to maintain Workers Comprehensive and General Liability Insurance.

Company: Pony Xpress Commercial Clean

Contract Signature: Brian Mack Date: 5-9-2018
BRIAN MACK, OWNER

Accepted By: Matthew B. Mulhollem Date: 5-10-18
MATTHEW B. MULHOLLEM

Title: MAYOR



Kim Batten 5/7/18
TOWN CLERK

Page 2 of 2

1/2018

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Awarded the Cleaning Services Contract to Pony Xpress Cleaning, LLC for Fiscal Years 2018-2019 and 2019-2020 contingent on Attorney Hewett approving amendments to the existing proposal and the proposed bid remaining unchanged.

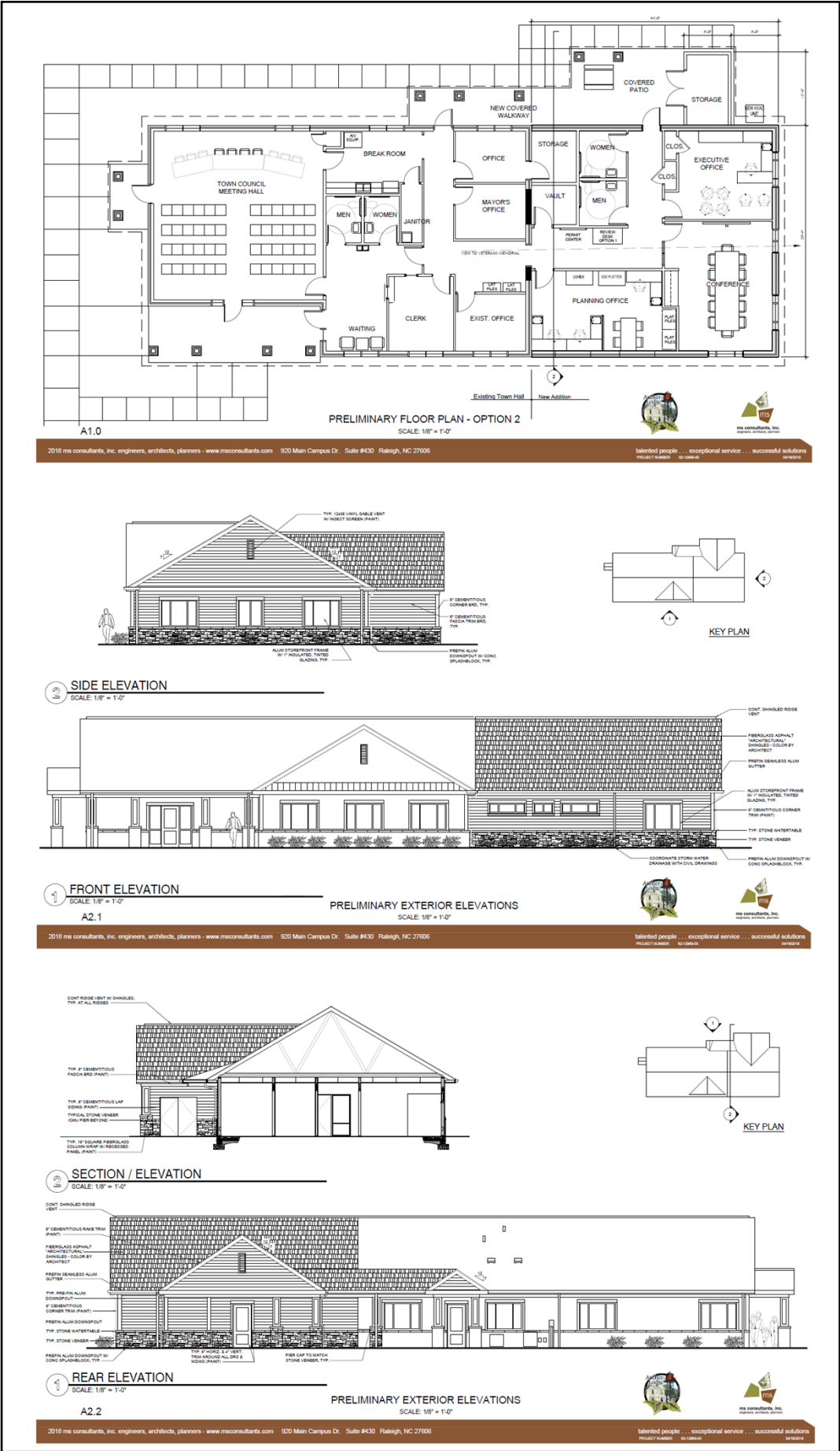
CARRIED UNANIMOUSLY

h) Discussion and Consideration of the Floor Design for Town Hall Expansion Project as provided by MS Consultants, Inc.

Mr. Gobble presented the Town Hall Expansion Project floor plans designed by MS Consultants, Inc. Along with the expansion and the Veteran's Memorial site, MS Consultants are considering drainage solutions for town property. He further noted that interest rates and materials are increasing thus recommending the Board approve the Option 2 of the Floor Designs and proceed with Phase II of the contract with MS Consultants.

Mayor Mulhollem expressed the need for the expansion at Town Hall due to the lack of space in the current building, reiterated the rising costs, and his hopes to coordinate with the Veteran's Committee's project. Discussion followed.

Floor Plan - Option 2 appears as follows:



Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Approved Option 2 of the Floor Design for Town Hall Expansion Project as provided by MS Consultants, Inc and proceed to Phase II of the Contract.
CARRIED UNANIMOUSLY

7. **TOWN ATTORNEY'S REPORT:**

- a) **Attorney Hewett noted that he would provide a Resolution Supporting the ALVFD's Request to Johnston County Commissioners for a \$0.02 Fire District Tax Increase to Town Clerk the following morning. No further comments.**

8. ADMINISTRATIVE CONSULTANT'S REPORT:**a) No Report**

9. FINANCIAL/TOWN CLERK'S REPORT:**a) April 30, 2018 Financials & Year-to-Date Comparison (FY17 & FY18)**

Ms. Batten reviewed the monthly financials for period ending April 20, 2018 for the General Fund, Capital Reserve Fund and the Park Reserve Fund. The fiscal year of 2018 is 83% complete and 80% of revenues are collected with budgeted expenditures less than 73%. The year-to-date comparison of April 2017 with April 2018 was presented. Revenues for this 12-month period had increased by approximately 15.25% and expenditures remarkably had reduced by 169.57%. She expressed enthusiasm with the turnaround in the 12-month period and with the rise in interest rates on investments. No further discussion.

10. PLANNING/ZONING REPORT:**a) Mr. Clark shared the following:**

- Thanked Mr. & Mrs. Ron King and Ms. Price for attending the meeting and sharing their ideas for their land on Castleberry Road and the possibility for Town's use in the future.
 - Reminded everyone of the NCDOT Public Meeting for the Covered Bridge Road Project scheduled for Monday, May 14, 2018.
 - Added that Andy Thomas, Senior Planner, is contacting individuals and organizations to assist on the Bicycle Pedestrian Grant Steering Committee.
-

11. VETERAN'S COMMITTEE REPORT:**a) Mike Mulhollem reported the following:**

- The account balance is approximately \$60,000.
 - Centerpiece for the memorial has been ordered.
 - Reminded everyone of their Biscuit Sale on Friday, May 18, 2018.
 - Brick sales have increased and anticipate them increasing more as the memorial site project gets started.
 - Appreciated the Town's support with grading the land where the Veteran's Memorial Site will be located.
-

12. MAYOR'S REPORT:**a) Mayor Mulhollem reminded Council of the Clayton Town Hall Day on May 23, 2018 and shared appreciation for those able to attend. He also reminded everyone to vote at the Primary Election on May 8, 2018.**

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) Council Member Jackson reminded everyone of Memorial Day and also to support the Veterans of Foreign Wars (VFW) Buddy Poppy

Program.

-
- b) **Council Member Locklear thanked the Boy Scouts Pack 421 for attending the meeting. He shared information about the Johnston County American Legion Baseball competition this year with a Senior and Junior team and any support would be appreciated.**
-
- c) **Mayor Pro Tem Castleberry also thanked the Boy Scouts for attending. In addition, he shared the following quote: "If you don't take care of your Town, then nobody else will."**
-
- d) **Council Member Bruton reminded everyone to remember their mom on Mother's Day.**
-

14. ADJOURNMENT:

a) No Further Business

Moved by: Mayor Pro-Tem Castleberry
Seconded by: Council Member Jackson

Meeting adjourned at 8:22 p.m.

CARRIED UNANIMOUSLY

Kim P. Batten, Town Clerk

Matthew B. Mulhollem, Mayor



Special Meeting - Minutes for the Purposes of:

1) Proposed Ordinance on NC Flood Damage

Prevention in Non-Coastal Areas &

2) FY 2019 Budget Presentation

Thursday, May 24, 2018

COUNCIL PRESENT:

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

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Marcus Burrell, Attorney w/ Hewett Law Group
Kim P. Batten, Finance Officer/Town Clerk
Bob Clark, Planning/Zoning Administrator
Andy Thomas, Senior Planner

COUNCIL ABSENT:

Council Member Wilson

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:28 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

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

2. PRESENTATIONS:

a) Review a Proposed Ordinance on NC Flood Damage Prevention in Non-Coastal Areas ~ Andy Thomas/Bob Clark

Andy Thomas discussed the changes FEMA made to the NC Flood Plains Regulations. He explained that the Flood Plain maps had not change and the Recommendation from the Planning Board at their May 16th meeting was to repeal the current ordinance and adopt the new ordinance which had no major changes. He further offered information about the new ordinance to Council and stated the Public Hearing on the Proposed Ordinance had been set for Monday, June 4, 2018 at the Regular Council meeting. No further discussion.

**b) Budget Presentation for Fiscal Year Ending June 30, 2019 ~
Teresa M. Bruton, Budget Officer/Council Member
Kim P. Batten, Finance Officer/Town Clerk
C.L. Gobble, Administrative Consultant**

Budget Officer/Council Member Bruton began the presentation with reading the FY 2018-2019 Proposed Annual Budget Message which appears as follows:



TOWN OF ARCHER LODGE
14094 Buffalo Road
Clayton, NC 27527
Office: 919-359-9727
Fax: 919-359-3333

Mayor:
Matthew B. Mulhollem

Council Members:
Clyde B. Castleberry
Mayor Pro Tem
Teresa M. Bruton
J. Mark Jackson
Hearbert A. Locklear
Mark B. Wilson

Annual Budget Message
2018-2019 Fiscal Year Budget

To: Honorable Mayor and Members of the Town Council
Town of Archer Lodge, North Carolina

From: Teresa M. Bruton, Budget Officer

Date: May 24, 2018

Presented herein for your review and consideration is the proposed budget for fiscal year 2018-2019. This budget is the result of diligent review of the stated goals and desires of fellow council members and a review of our ability to fund those goals with limited revenues.

As you're aware, the Archer Lodge Fire Department has requested a two-cent (\$0.02) Fire District tax increase from the Johnston County Board of Commissioners and the Town Council unanimously approved a Resolution supporting their request. This Proposed Budget does not yet reflect an increase; however, prior to the adoption, I am recommending that the Town of Archer Lodge Town Council track the action of the Johnston County Board of Commissioners and adjust this budget accordingly. Based on our contract for Fire Protection Services with the Archer Lodge Fire Department, the Town will distribute those funds received for the Archer Lodge Fire District back to the Archer Lodge Fire Department in accordance with the fire tax rate set by the Johnston County Board of Commissioners. Keep in mind, if Archer Lodge had not become incorporated, then our citizens would still pay the Archer Lodge Fire District tax. Additionally, the Archer Lodge Fire Department currently has a Class 3 insurance rating which provides the citizens of Archer Lodge a discount on their homeowner's insurance premiums.

Several expenditures included in this year's budget are highlighted below:

- The Town's share of costs for curb and gutter and sidewalk along Buffalo Road for an NCDOT roadway project
- Architect and project management fees for the Town Hall expansion & Archer Lodge Veteran's Memorial site
- A specific request from the Archer Lodge Community Center for assistance repairing fields at Archer Lodge Middle School and the soccer field beside the Town Hall
- The first town vehicle with the Archer Lodge Seal
- Cost of living increase effective July 1, 2018 and possible performance based merit effective January 1, 2019 for Archer Lodge employees
- Engineering Alternative Analysis regarding possible sanitary sewer
- Park Land Acquisition
- Continuation of Seasonal Banners, N-Focus, Law Enforcement Designation, Consulting and/or possible Town Administrator, Capital Reserve Transfer and Park Reserve Transfer

The Town's assessed valuation for real and personal property as of April 23, 2018 was \$260,844,516 and for motor vehicles as of December 31, 2017 was \$41,885,252. This budget assumes an average collection rate between 98% and 99% with \$510,000 and \$80,000 in revenues respectfully. Of this amount, \$205,000 is estimated for the Archer Lodge Fire Department prior to any adjustment to the current tax rate.

The priority for the Town of Archer Lodge remains the acquisition and development of a Town Park. This budget continues to support a designation of three-cents (\$0.03) of ad valorem to the Park Reserve Fund.

This proposed budget maintains the current tax rate of \$0.20/\$100 valuation and as required, this budget is balanced and was prepared in accordance with NC General Statute 159-11. Special thanks to our Finance Officer for preparing all the data in the budget process. It is my pleasure to present to you the Town of Archer Lodge 2018-2019 Annual Budget and I look forward to another productive year.

Respectfully submitted,



Teresa M. Bruton
Budget Officer

Following, Ms. Batten shared a presentation highlighting the Proposed Budget for FY 2018-2019 which appears as follows:





Archer Lodge Tax Rate CURRENTLY

Town of Archer Lodge	\$0.10	50%
Archer Lodge Fire Tax	\$0.07	35%
Park Reserve Fund	\$0.03	15%
TOTAL TAX RATE	\$0.20	100%



Archer Lodge Tax Rate POSSIBLE \$0.01 ↑

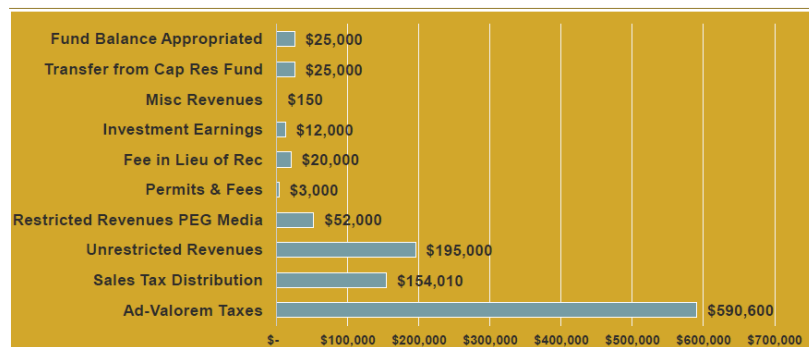
Town of Archer Lodge	\$0.10	48%
Archer Lodge Fire Tax	\$0.08	38%
Park Reserve Fund	\$0.03	14%
TOTAL TAX RATE	\$0.21	100%

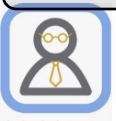
Archer Lodge Tax Rate POSSIBLE \$0.02 ↑



Town of Archer Lodge	\$0.10	45%
Archer Lodge Fire Tax	\$0.09	41%
Park Reserve Fund	\$0.03	14%
TOTAL TAX RATE	\$0.22	100%

Projected Revenues for FY2019 **\$1,076,760**

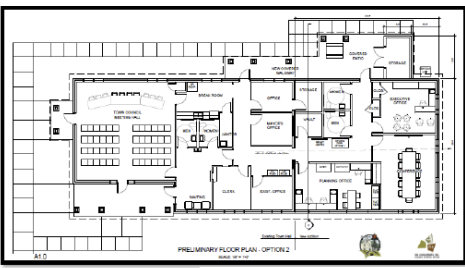




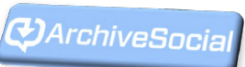
Budget Considerations FY2018-2019

Budget Considerations (continued)

TOWN HALL EXPANSION PROJECT

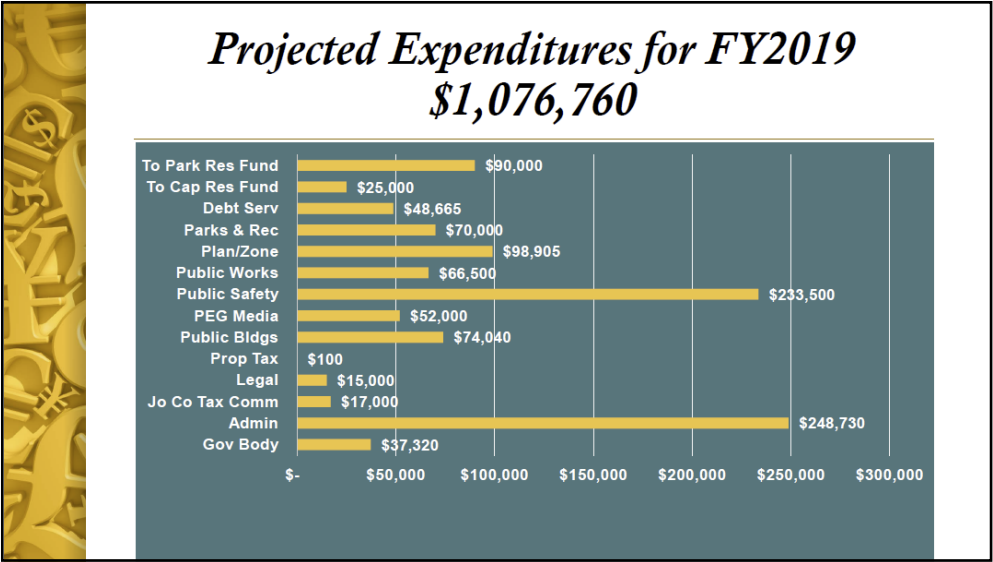


Budget Considerations (continued)





CAPITAL RESERVE TRANSFER & PARK RESERVE TRANSFER



Items from Current FY2018 Budget that are Completed or In Process

- ✓ One Additional Full-Time Employee
- ✓ Park development Grant Possibilities
- ✓ Town Hall Expansion Plan Step 1
- ✓ Engineering Alternative Analysis (EAA) Sewer Study
- ✓ Outdoor Welcome Seasonal Banners
- ✓ Update Personnel Policy & Pay Plan
- ✓ Website Design & Social Media In-House

FUTURE DOMAIN

ArcherLodgeNC.GOV

Town of Archer Lodge



Established November 2009



Discussion was throughout the presentation. On behalf of himself and the Town Council, Mayor Mulhollem acknowledged the efforts of Budget Officer & Council Member Bruton, Ms. Batten and Mr. Gobble. He stated that it represents living within the Town's means, planning with the ability that is available and putting aside funds for future expenses. Council Member Castleberry and Mr. Gobble recognized Mayor Mulhollem for his accomplishments in transitioning from past positions on the Town Council to Mayor. Both commended the Council and Staff for accomplishing many goals since incorporation.

Mayor announced that a Public Hearing on the Proposed Annual Budget for FY 2018-2019 was set for Monday, June 4, 2018 at the Regular Council meeting.

3. ADJOURNMENT:

- a) **Having no further business, Mayor Mulhollem adjourned the meeting at 7:38 p.m.**
-

Matthew B. Mullhollem, Mayor

Kim P. Batten, Town Clerk



Draft

**Regular Council Meeting &
Public Hearing Minutes on:
1) Proposed NC Flood Damage Prevention
Ordinance for Non-Coastal Areas; and
2) Proposed Annual Budget for FY 2019
Monday, June 4, 2018**

COUNCIL PRESENT:

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

STAFF PRESENT:

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

COUNCIL ABSENT:

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:33 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

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

2. OPEN FORUM/PUBLIC COMMENTS:

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

a) No Public Comments

3. APPROVAL OF AGENDA:

a) Amendment to Agenda

Mayor Mulhollem requested that the Agenda be amended as follows:

- Item #12 Change Adjournment to Closed Session to discuss the possibility of Land Acquisition
- Item #13 Recess meeting and Reconvene on Monday, June 25, 2018 at 6:30 p.m.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Approved Agenda with changes as noted above.

CARRIED UNANIMOUSLY

4. PUBLIC HEARINGS:

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

a) Proposed Ordinance on the NC Flood Damage Prevention in Non-Coastal Areas (Ordinance# AL2018-06-1)

Mayor Mulhollem asked for motion to Open the Public Hearing.

There were no public comments.

Mayor Mulhollem asked for motion to Close the Public Hearing.

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Approved to Open Public Hearing.

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson

Seconded by: Council Member Locklear

Approved to Close Public Hearing.

CARRIED UNANIMOUSLY

b) Proposed Annual Budget Ordinance for Fiscal Year 2019

Mayor Mulhollem asked for motion to Open Public Hearing.

There were no public comments.

Mayor Mulhollem asked for motion to Close Public Hearing.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Approved to Open Public Hearing.

CARRIED UNANIMOUSLY

Moved by: Mayor Pro Tem Castleberry

Seconded by: Council Member Jackson

Approved to Close Public Hearing.

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of the Proposed Ordinance on the NC Flood Damage Prevention in Non-Coastal Areas (Ordinance# AL2018-06-1)

Mayor Mulhollem opened the floor for discussion. Council Member Wilson inquired if the proposed ordinance would replace the current ordinance. Bob Clark clarified that it is a replacement of the current ordinance and includes the required changes by FEMA.

The Approved 27-page Ordinance# AL2018-06-1 is on file in the clerk office. Page 1 and Adoption Certification page appears as follows:

Chapter 14
FLOOD DAMAGE PREVENTION ORDINANCE

Non-Coastal Phase

ARTICLE 1. STATUTORY AUTHORIZATION

SECTION 14-1. STATUTORY AUTHORIZATION.....3

SECTION 14-2. FINDINGS OF FACT.....3

SECTION 14-3. STATEMENT OF PURPOSE.....3

SECTION 14-4. OBJECTIVES.....3

ARTICLE 2. DEFINITIONS

SECTION 14-5. DEFINITIONS.....4

ARTICLE 3. GENERAL PROVISIONS

SECTION 14-6. LANDS TO WHICH THIS ORDINANCE APPLIES10

SECTION 14-7. BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS.....10

SECTION 14-8. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.....10

SECTION 14-9. COMPLIANCE.....10

SECTION 14-10. ABROGATION AND GREATER RESTRICTIONS.....10

SECTION 14-11. INTERPRETATION.....10

SECTION 14-12. WARNING AND DISCLAIMER OF LIABILITY.....11

SECTION 14-13. PENALTIES FOR VIOLATION.....11

ARTICLE 4. ADMINISTRATION

SECTION 14-45. DESIGNATION OF FLOOD PLAIN ADMINISTRATOR.....11

SECTION 14-46. FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT AND
CERTIFICATION REQUIREMENTS.....11

SECTION 14-47. DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.....15

SECTION 14-48. CORRECTIVE PROCEDURES.....16

SECTION 14-49. VARIANCE PROCEDURES.....17

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION 14-72. GENERAL STANDARDS.....19

SECTION 14-73. SPECIFIC STANDARDS.....20

SECTION 14-73(A). RESERVED

SECTION 14-74. STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD
ELEVATIONS.....24

SECTION 14-75. STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT
WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROAHMENT AREAS.....25

SECTION 14-76. FLOODWAYS AND NON-ENCROAHMENT AREAS.....25

SECTION 14-77. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AO).....25

SECTION 14-78. STANDARDS FOR AREAS OF SHALLOW FLOODING (ZONE AH).....26

I

ORDINANCE# AL2018-06-1

Sec. 14-89. EFFECTIVE DATE

This ordinance shall become effective June 4, 2018.

Sec. 14-90. ADOPTION CERTIFICATION

I hereby certify that this is a true and correct copy of the Flood Damage Prevention Ordinance as adopted by the town council of the town of Archer Lodge, North Carolina, on the 4th day of June 2018.

WITNESS my hand and the official seal of Kim P. Batten, Finance Officer, Town Clerk, this the 4th day of June 2018.


(signature)



27

Moved by: Council Member Locklear

Seconded by: Council Member Jackson

Approved to Repeal Chapter 14 and Replace with Ordinance # AL2018-06-1 NC Flood Damage Prevention in Non-Coastal Areas.

CARRIED UNANIMOUSLY

b) Discussion and Consideration of Adopting Triangle J Council of Government's (TJCOG) Amended Charter Resolution which was adopted by TJCOG on April 25, 2018

Mayor Mulhollem open the floor for discussion. No discussion followed.

TJCOG's Amended Charter Resolution adopted on April 25, 2018 appears as follows:

Triangle J Council of Governments Charter Resolution

WHEREAS, together with the other county and municipal governmental units adopting concurrent Resolutions identical hereto, recognize that there is a need for such governmental units to consult among themselves and to act in concert with reference to regional matters affecting health, safety, welfare, education, recreation, economic conditions, regional planning or planning development; now, therefore, be it

RESOLVED, that pursuant to the General Statutes of North Carolina, Chapter 160A, Article 20, Part 2, the following Resolution is adopted for the establishment of a regional council of governments.

ARTICLE I

Short Title - Binding Effect. This Resolution is the "Charter" of this Regional Council; and said Charter, together with all amendments thereto, is binding upon and shall ensure the benefit of all governmental units adopting it.

ARTICLE II

Name. The name of the regional council of governments hereby established is the Triangle J Council of Governments.

ARTICLE III

Purpose. The purposes of the Council are:

- 1) To serve as a forum for discussion of governmental problems of mutual interest and concern;
- 2) To develop and formalize policy recommendations concerning specific matters having an areawide significance which may include but are not limited to the following:
 - a) human resource development and human relations.
 - b) housing, public and private.

- c) health care and hospital services.
- d) recreation.
- e) sanitation and refuse disposal.
- f) communications.
- g) transportation.
- h) water, sanitary sewer, electric power and other utility services.
- i) air, water and other environmental development.
- j) commercial and industrial development.
- k) law enforcement.
- l) welfare.
- m) fire protection and prevention.
- n) regional land use planning.
- o) workforce development and training, and
- p) conservation and development of natural resources.

3) To promote inter-governmental cooperation;

4) To provide organizational machinery to insure effective communication and coordination among the participating governmental units and other governmental units.

5) To serve as a vehicle for the collection and distribution of information concerning matters of areawide interest;

6) To review, upon request of any governmental unit within the Triangle J Region, applications of that unit for any grant in aid, federal, state or private; and

7) To provide services to local governments and residents in the area known as the Triangle J Region where appropriate and authorized.

The Council shall strive to promote harmony and cooperation among its members. It shall seek to deal with regional problems in a manner that is mutually satisfactory and shall respect the autonomy of all local governments within the Triangle J Region.

ARTICLE IV

Membership

- 1) The initial membership of the Council of Governments shall consist of the general purpose governmental units of and in the counties of Chatham, Durham, Johnston,

Lee, Orange, and Wake, known as the Triangle J Region, which adopted a resolution pursuant to N.C.G.S. 160A-470 on or before June 30, 1972.

- 2) Any municipality or county in the Triangle J Region that is not an initial member of the Council may join this Council by ratifying or adopting this Charter and upon a majority vote of approval by the Board of Delegates. Notice of such application for admission shall be given to existing members of the Council at least ten (10) days prior to the date of the meeting at which the vote is to be taken.
- 3) All rights and privileges of membership in the Council shall be exercised on behalf of the member governments by their delegates to the Council.
- 4) Any special purpose governmental agency in the Triangle J region involved in matters affecting the health, safety, natural resources, welfare or education of the citizens of North Carolina, such as school boards, sanitary districts, and soil and water conservation districts, is eligible to apply for an affiliate membership in the Council. The application may be approved and an affiliate membership granted to such special purpose governmental unit upon the affirmative vote of the Board of Delegates. The affiliate member shall pay no assessment, but the Council may charge each affiliate member a reasonable sum to cover its proportionate share of the direct costs of providing services to the affiliate members, provided such payments are authorized by law. The affiliate member shall have no vote in the Council, but its designated representative may serve on any technical or advisory committee and may otherwise participate in the deliberations of the Council.

ARTICLE V

Withdrawal. Any member may withdraw from the Council at the end of any fiscal year, provided written notice of intent to withdraw is given to each of the other members at least sixty (60) days prior to the end of the fiscal year.

ARTICLE VI

Governing Board.

- 1) The governing board of the Council of Governments shall be known as the Board of Delegates, which shall be constituted as described below.
- 2) The Board of Delegates shall consist of one delegate from each member governmental unit. Each governmental unit may designate any number of alternate delegates. All

delegates and alternates shall be elected members of the governing bodies of the member governmental units they represent. The delegates and alternates, as well as their successors, shall be selected by the member governing bodies in any manner consistent with law and the regulations governing such body, and their names shall be certified to the Council in the manner described by the Bylaws of the Council.

- 3) The term of office of each delegate shall commence upon the date of his/her appointment and certification to the Council by the governing body of the member governmental unit he or she represents; and such terms shall expire when the appointing body has appointed his or her successor and certified such successor to the Council, unless he or she shall sooner resign, or cease to be an elected member of said governing body, in which case his or her term shall expire on the effective date of such event. Each member shall certify to the Council the name of its delegate and any alternate(s) prior to the first Board of Delegates meeting of the calendar year. Only an individual who has been duly appointed and certified to the Council as a delegate or alternate may serve as a voting member of the Board of Delegates.
- 4) The delegates shall be compensated, upon submittal of proper receipts, for direct expenses incurred in connection with discharging their duties as delegates to the Triangle J Council of Governments.
- 5) It is the intent of this Charter that all delegates to the Council shall have demonstrated an interest in the sound development of Region J.

ARTICLE VII

Meeting. Regular meetings of the Board of Delegates shall be held, as provided in the Bylaws to receive reports from its standing committees and to conduct necessary business. The Chair may cancel the regular meeting if he or she determines that there is no need for the meeting. Special meetings of the Board of Delegates may be called by the Chair, or by any three members thereof. All meetings shall be open to the public.

At least 48 hours written notice of any meeting shall be given to all delegates of the Board of Delegates. It shall state the time, place, and purpose of the meeting, and may be sent by electronic means. At least twenty-four (24) hours written notice shall be given of any committee meeting to all committee members. Any member may waive notice of this requirement for himself/herself.

ARTICLE VIII

Quorum and Voting Requirements.

- 1) Except as provided in Paragraph 4 of this Article, each member governmental unit shall be entitled to one vote on all matters coming before the Board of Delegates or before any committee to which such member unit is duly appointed. All votes shall be cast by the delegate, or in his or her absence, by an alternate delegate of the member government.
- 2) The quorum shall be established in the Bylaws. The affirmative vote of a simple majority of members present at any meeting at which a quorum is present shall be required for any action or recommendation of the Board or any Committee, unless this Charter or the Bylaws of the Council require a larger affirmative vote on particular matters.
- 3) Voting shall be by voice, by show of hands, or, upon the request of any three delegates, by a poll of the delegates.
- 4) At the request of any delegate present, any questions shall be determined by weighted voting. Weighted voting shall mean that each participating member local government shall have one vote for each 5,000 units of population, as determined by the most recent decennial census, and for any remaining fraction of 5,000 units within the geographical boundaries of the participating government, except that any participating government whose jurisdiction has a population of less than 5,000 shall have one vote. In the case of any weighted voting question delegates representing local governments with at least two thirds of the aggregate votes of member local governments shall be present and participating. An affirmative vote of at least two thirds of the votes cast shall be required to decide any weighted voting question.
- 5) Proxy voting is not allowed.
- 6) The provisions in this Article VIII apply to all committees and boards of the Council except to the extent such committee or board has adopted different measures.

ARTICLE IXBoard of Delegates

- 1) At the first regular meeting of the Board of Delegates, and annually thereafter as provided by the Bylaws, the Board of Delegates shall elect a Chair, a First Vice Chair, a Second Vice Chair and a Secretary-Treasurer to serve as officers for one year or until their successors have been duly elected. The Board of Delegates may also elect such

additional officers as the Board of Delegates finds to be necessary in the proper performance of its duties.

- 2) The Chair shall preside at all meetings of the Board of Delegates and shall conduct said meeting in an orderly and impartial manner so as to permit a free and full discussion by the membership of such matters as may be brought to the Board of Delegates. The Chair shall have the same voting rights as other members.
- 3) The Chair may appoint such advisory committees as he or she finds necessary or desirable.
- 4) The First Vice Chair shall perform all of the duties of the Chair in the absence of the Chair, or in the event of the inability of the Chair to act, and shall perform such other duties as the Board of Delegates may delegate to him or her. The Second Vice Chair shall perform all of the duties of the First Vice Chair in the absence of the First Vice Chair or in the event of the inability of the First Vice Chair to act.
- 5) All other officers elected by the Board of Delegates shall perform such duties as may be prescribed by the Board of Delegates.

ARTICLE X

Finance Matters:

- 1) On or before the 15th day of April each year, the Council shall prepare and submit to each participating governmental unit its proposed general budget for the next fiscal year.
- 2) The general budget shall set out the proportionate share of the budget to be borne by each member governmental unit by a method established in the By-laws and reviewed periodically by the Board of Delegates.
- 3) A special budget providing for cooperative arrangements or coordinated action for two or more members may be adopted at the request of members participating in special functions. The share of the special budget to be borne by each participating member shall be determined by the participating members.
- 4) Upon approval of its share of each budget by a member local government, such member shall appropriate its share of the budget, and after adoption of its own budget, shall forward to the budget officer its share of the budget.

- 5) All local appropriations to the Council shall be made in accordance with the Local Government Budget and Fiscal Control Act, as may be appropriate.
- 6) The finance officer shall have authority to collect, deposit, and disburse funds made available to the Council from any source whatsoever, and also perform other duties as prescribed by G.S. 159-25. Finance officers shall be bonded as required by G.S. 159.29. All monies received for the Council shall be deposited into an official depository of the Council for the exclusive use of the Council, and shall be paid out only by check signed by the finance officer and countersigned by the Executive Director or another official designated by the Council. Funds shall be disbursed only when they are within the amount of appropriations made according to the budget of the Council.
- 7) The Board of Delegates may designate a Council employee or, with the agreement of the governing body involved, designate one of the city or county accountants as the finance officer to perform the duties as described in the Local Government Budget and Fiscal Control Act insofar as post-budget approval of expenditures is concerned.
- 8) It shall be the duty of the Board of Delegates to require that all financial records and accounts of the Council be audited annually by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local governmental accounts. A copy of the annual audit shall be forwarded to each member county and municipality and to the secretary of the Local Government Commission.

ARTICLE XI

Committee Structure.

- 1) The Board of Delegates may establish an Executive Committee, other committees of the Board itself, and technical and advisory committees.
- 2) Executive Committee. The Executive Committee shall consist of two delegates from each county in the Region. The officers of the Council and the immediate past Chair shall automatically be members, and will thereby occupy that number of the two seats allotted to their county. Each county government will occupy one seat on the committee. The other seat from each county will be occupied by a municipal delegate from that county. The municipal delegate will be chosen by a vote of all the municipal delegates from that county unless that seat is automatically assigned as provided above. If there are more eligible delegates than available seats for those delegates to serve on the Executive Committee due to the automatic assignments provided above,

then the number of Executive Committee members shall be temporarily increased to allow all eligible delegates to serve on the Executive Committee. .

- 3) Technical and Advisory Committees. The Chair may appoint technical or advisory committees with broadly representative membership for any of the planning studies and work elements in the Program of Work. These Committees should work directly with the Council staff and its consultants and make periodic reports to the Council. In addition to reviewing periodic progress reports, these advisory committees should directly participate in the planning process.

ARTICLE XII

Annual Report. The Council shall prepare and submit an annual written report of its activities, including a financial statement, to the participating governmental units.

ARTICLE XIII

Powers, Duties and Functions of the Council. Within the limits of funds and personnel available, the Council:

- 1) Shall have and may exercise, in accordance with its Charter and Bylaws, all of the powers which the General Assembly of North Carolina has authorized, and may hereafter from time to time authorize, this Charter to confer upon the Council, including, but not limited to, all of the specific powers enumerated in Section 160A-475 (any amendments thereto) of the General Statutes of North Carolina, which powers are incorporated herein by reference.
- 2) Shall have, and may exercise, in addition to and not in limitation of the foregoing, the following powers:
 - (a) To create such committees as it deems necessary to exercise the powers granted to the Council herein in dealing with problems or problem areas that do not involve all the members of the Council. At least one delegate from each member governmental unit affected by the problem or problem area to be dealt with by the committee is entitled to be a member of that committee. Any two or more member governmental units shall have the right to have a Council committee formed to exercise the powers of the Council with reference to any problem which affects the petitioning governmental units, unless the Council shall reasonably determine that the problem or problem area in question should be assigned to an existing committee, in which case the petitioning

member shall be entitled to be represented on said committee. The subject matter over which any committee has jurisdiction to exercise the powers of the Council shall be specifically defined, but may be enlarged or restricted by the Council from time to time. Unless the right of a member of representation on any particular committee granted herein above is asserted, the Chair of the Council shall designate the membership of all committees.

- (b) To accept, receive and disburse in furtherance of the duties, purposes, powers, and functions specified in the Charter all member assessments, funds, grants, and services made available by the State of North Carolina, any other municipality or county or other governmental or quasi-governmental unit or agency, (whether or not a member of such Council) and private and civic sources. The Council may provide matching funds, grants or services, received from any source, to or from any governmental or quasi-governmental agencies established by the Council or any two or more member governmental units in furtherance of the duties, purposes, powers, and functions herein contained. None of the powers contained in this subparagraph may be exercised by any committee except with respect to funds budgeted or appropriated for their use by the Council.
- (c) To meet with, consult with, and act in concert with any county or municipality, any agency of the State or Federal government, any civic organization, or any private organization in the furtherance of the purposes and objects within its jurisdiction.
- (d) To participate, as a unit of local government, in any undertaking with any other unit of local government, whether or not a member of the Council, for the joint exercise of governmental powers in accordance with the provisions of Chapter 160A, Article 20, Part 1 of the General Statutes of North Carolina (and any amendments thereto).
- (e) To contract with any person, firm or corporation for goods and/or services when same have been authorized by budget appropriations or by special resolution of the Council appropriating available funds.
- (f) To adopt Bylaws containing such rules and regulations for the conduct of its business as it may deem necessary for the proper discharge of its duties and the performance of its functions, not inconsistent with the Charter of the laws of North Carolina.
- (g) To create agencies of the Council to act for and on behalf of the Council in the planning and development of particular programs which affect the health,

safety, welfare, housing, education, economic conditions or regional development of two or more member governmental units. Such agencies shall have such membership, staff, powers, duties and responsibilities as may be specified in the Council Resolutions establishing such agencies, consistent with powers herein granted to the Council. Provided, however, such agency shall at all times be acting for and on behalf of, and shall be responsible to the Council. The Council may appropriate funds for the use of agency programs which it has received from any source, including member assessments, provided such appropriation is made in accordance with the Charter.

- (h) To contract with and provide services to local governmental units within Region J.
- (i) To serve as an informational clearinghouse and, as a reviewing agency with respect to Federal, State and local services or resources available to assist in the solution of problems.
- (j) To request and receive contributions of research assistance from its own agencies, private research organizations, civil foundations, institutions of higher learning, and other organizations.
- (k) To purchase, lease, rent or otherwise acquire real and personal property to the extent necessary to discharge the other powers, duties and functions set forth herein and to the extent such purchases are authorized by general or special budgets and are within the limits of funds appropriated for or provided to the Council by the participating governmental units and others for such purposes.
- (l) To act as the official reviewing agency of the participating governmental units for all programs, Federal, State, or private, requiring regional review.

It is the desire of the membership of this Council to avoid duplication of governmental functions, particularly in the planning and development of future programs in areas of governmental responsibility, and to that end this Council is created, should function, and these powers are given.

ARTICLE XIV

Amendments. Amendments to this Charter shall become effective when adopted by resolution of two-thirds (2/3rds) of the participating governmental units in the Council of Governments.

ARTICLE XV

Dissolution. The Council may be dissolved at the end of any fiscal year only (1) upon the adoption of a dissolution resolution by the governing bodies of all member governmental units, or (2) the withdrawal from the Council of all but one (1) of the member governmental units. If such dissolution is affected by resolution of all member governments, such resolutions shall specify the method of liquidating the Council's assets and liabilities. If such dissolution is occasioned by withdrawal of all but one member, the remaining governmental unit shall have the power to liquidate all assets and liabilities and it shall then distribute the net proceeds, if any, to those members who paid the latest annual assessment and in the same proportion. Any deficit shall be the responsibility of those member governments who would have received the net proceeds, and in the same proportions.

Amended: July 1, 1975
February 18, 1976
April 28, 1982
February 14, 1985
March 27, 1996
April 25, 2018

DULY APPROVED THIS 4th DAY OF JUNE 2018
WHILE IN REGULAR SESSION.


Matthew B. Mulhollem, Mayor

ATTEST:


Kim P. Batten, Town Clerk



11

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Adopted the Amended TJCOG's Charter Resolution as approved by the Triangle J Council of Government Board of Delegates on April 25, 2018.

CARRIED UNANIMOUSLY

c) Discussion and Consideration of a Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and the Archer Lodge Volunteer Fire Department

Mayor Mulhollem began the discussion regarding the current contract expiring on June 30, 2018. He noted the two changes on the proposed contract were in the Section 6 (a) and Section 7. He mentioned the dates for the five-year contract begins July 1, 2018 and ends June 30, 2023. Council Member Bruton questioned placing an auto renewal clause in the proposed contract and Attorney Hewett advised that a five-year contract allows the Town a chance to evaluate the needs of the Fire Department every five years.

The Adopted Contract for the Provision of Fire Protection Services with the ALVFD beginning July 1, 2018 and ending June 30, 2023 appears as follows:

**STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON**

CONTRACT FOR THE PROVISION OF FIRE PROTECTION SERVICES

THIS AGREEMENT made and entered into by and between The Town of Archer Lodge, party of the first part, also referred to as "the Town", and the Archer Lodge Volunteer Fire Department, Inc., party of the second part, also referred to as the "Fire Department:"

WITNESSETH

WHEREAS, N.C.G.S. § 160A-1 1 provides that the Town may enter into continuing contracts and, pursuant to this authority, the Town may enter into a continuing contract with a volunteer fire department and may make annual appropriations of such funds as may be provided for in this contract; and

WHEREAS, the Town is a North Carolina municipal corporation; and

WHEREAS, the Fire Department provides fire protection services to the Archer Lodge Fire District, within which the Town lies.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and pursuant to the general power and authority of the Fire Department to furnish fire protection services and the general power and authority of the Town to provide fire protection services for its inhabitants and owners of property within the town limits, the parties hereto agree and contract as follows:

1. The Fire Department will diligently and competently furnish and provide services as enumerated in its corporate charter as amended. The Fire Department will provide the same services to the residents and properties within the Town as it provides to the area of the Archer Lodge Fire District outside the Town's limits.
2. The Fire Department shall, at its sole cost and expense, procure and maintain sufficient and adequate equipment, materials, and personnel to provide fire protection services to the Town, in a manner and to a level of service equal to that level of service provided to the area of the Fire District outside the Town's limits.
3. The Fire Department, in providing the said services, shall use its own means and methods which shall not be subject to control, direction, or supervision by the Town. The Town shall not have or exercise any authority with respect to the employment, control, direction, supervision, suspension or discharge of any person employed by or acting on behalf of the Fire Department.
4. The Town will adopt such rules and regulations, by ordinance or otherwise, as may be necessary and proper to prohibit interference with personnel of the Fire Department in the discharge of their duties within the Town, to prohibit damage to and interference with fire-fighting equipment and apparatus of the Fire Department.

5. The Fire Department agrees to comply with the rules and regulations of the North Carolina Insurance Rating Bureau for fire protection standards and procedures.
6. As full compensation for the services to be rendered by the Fire Department, the following terms shall apply:
 - a. Rate Calculation. The amount payable by the Town to the Fire Department will be equal to the Town's ad valorem tax valuation multiplied by the fire tax rate set by Johnston County within the Archer Lodge Fire District which is collected by the County. The parties acknowledge that the exact figure cannot be calculated due to such variables as fluctuations in valuations, defaults, foreclosures, and collection rates.
 - b. Collection and Payment. Consistent with state law, the County shall collect the tax and make payment to the Town monthly as collected in the ordinary course of business. The Town, upon receipt of the funds from the County, will remit the appropriate amount to the Fire Department monthly. Prior to the Fire Department requesting a change from the County in the fire tax rate, the Fire Department will meet with the Town to discuss the rate.
7. This contract shall extend for a term of five (5) years beginning on July 1, 2018, and ending on June 30, 2023.
8. Upon breach of this contract by either party, the non-breaching party, in addition to any other remedy available to it, may terminate this contract upon one hundred and eighty (180) days' notice, setting out in detail the grounds for termination, unless the breaching party cures such breach within said one hundred and eighty (180) day period.
9. No later than March 1 of each year, each party will separately and independently identify and appoint two (2) members of their respective boards who will meet and engage in a good faith discussion of budgetary issues for the coming fiscal year as soon as practicable after their appointment. At this meeting the Fire Department will present to the Town Council a complete and accurate copy of its budget and of any audit or financial report otherwise provided by the Fire Department to the County.
10. The Fire Department acknowledges that in the event of a breach of this contract, such a breach is likely to result in danger to life and property and that the Town has no legal remedy at law, and as a result the Town may seek and obtain an injunction to enforce the performance of this contract or to enjoin the breach thereof.
11. The parties agree and acknowledge that the relationship between the Town and the Fire Department is contractual and that no agency relationship is created hereby. The Town shall be free from any and all claims and liability for any act, omission, damages, injuries or accidents arising out of the actions or omissions of the Fire Department, whether arising in tort, contract, or otherwise. The Fire Department will indemnify and hold the Town harmless from any and all such claims or liability.

12. It is understood and agreed by the parties hereto that the terms of this contract are separable and that in the event any provision of this contract is determined by a court of competent jurisdiction to be invalid, such determination shall not be deemed to render other provisions hereof invalid and this contract shall otherwise continue in full force and effect. In the event, for reasons beyond the control of either party, this contract becomes unenforceable or ineffective under state or federal law, the parties shall cooperate in good faith and use best efforts to protect the lives, interests, and property of the Town's citizens until appropriate alternative arrangements can be made.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their appropriate officers, all being so authorized by their governing bodies, as of the day and year first above written. This Agreement has been adopted and approved by the Archer Lodge Town Council and the Archer Lodge Volunteer Fire Department, Inc.

ARCHER LODGE VOLUNTEER FIRE DEPARTMENT, INC.

By: Michael Medlin Jody Chamblee
Michael Medlin, President Jody Chamblee, Secretary

Date of Adoption: 06/04/18

TOWN OF ARCHER LODGE

By: Matthew B. Mulhollem ATTEST: Kim P. Batten
Matthew B. Mulhollem, Mayor Kim P. Batten, Town Clerk

Date of Adoption: 6/4/2018



Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Adopted the Five-Year Contract for the Provision of Fire Protection Services between the Town of Archer Lodge and the Archer Lodge Volunteer Fire Department for period beginning July 1, 2018 and ending June 30, 2023.

CARRIED UNANIMOUSLY

d) Discussion and Consideration of Approving the Service Agreement between the Town of Archer Lodge and N-Focus for FY19

Mayor Mulhollem open the floor for discussion. No discussion followed.

The Approved N-Focus Service Agreement for Fiscal Year 2019 appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT made the 4th day of JUNE, 2018 by and between Town of Archer Lodge, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, N-Focus, Inc.; a North Carolina corporation (hereafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS, Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS, Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

Contractor will provide Contractor personnel to perform the following specialized Functions for Local Government:

1. Planning & Implementation Functions include:
- a) Conduct comprehensive field studies of land use and development patterns throughout Local Government jurisdiction;
 - b) Conduct comprehensive review of adopted policies applicable to land use and development throughout Local Government jurisdiction;
 - c) Conduct comprehensive review of Local Government programs and policies to serve existing and future development within Local Government jurisdiction;
 - d) Prepare plans and policy documents to achieve stated goals of Local Government through information gathering techniques to be determined and agreed upon with Local Government;
 - e) Preparation of governing and/or advisory board/council/commission reporting materials;
 - f) Presentations of governing and/or advisory board/council/commission reporting materials;
 - g) Conduct review of applications for land development permits and approvals in accordance with applicable policies and ordinances; and
 - h) Coordinate with Local Government staff for the proper filing of records within the official record of Local Government.

N-Focus

Initials: PLS Date: 05/29/18

Archer Lodge – FY 19 Planning & Code Agreement

Initials: AB Date: 6/14/18

2. Code Enforcement Functions include:

- a) Investigations of complaints and/or reports of violations;
- b) Preparation of materials for distribution and notifications to owners of record and/or occupants of violation activities;
- c) Meeting and/or hearing with owners of record and/or occupants of violation activities;
- d) Field inspections to determine progress and/or compliance;
- e) Preparation of governing and/or advisory board/council/commission reporting materials;
- f) Presentations of governing and/or advisory board/council/commission reporting materials;
- g) Assisting owners of record and/or occupants of violation activities and advising said to achieve compliance;
- h) Coordination with Local Government legal counsel, when necessary, to provide supporting materials as may be required for the filing of actions and/or liens; and
- i) Updating and submitting summary reports on periodic activities and accomplishments.

Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of the Contractor, to Local Government. The primary professional shall be responsible for Contractor employees performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work related computer software packages and other technology used to perform position Functions.
2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.

N-Focus

Initials: PHR Date: 6/22/18

Archer Lodge – FY 19 Planning & Code Agreement

Initials: PHB Date: 6/4/18

5. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions to other jurisdictions.
6. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
7. **Period of Service (POS):** Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2018 and ending June 30, 2019. POS as defined herein may be amended through either Termination, as set forth in "Section B.13." herein, or, Extension, as set forth in "Section B.15." herein.
8. **Level of Service (LOS):** Functions defined in "Section A." herein above shall be performed at a LOS of approximately 1,040 hours during the POS as defined in "Section B.7." herein or 50% Full Time Equivalency (FTE) and shall be delivered at approximately 20 hours per calendar week on average. The LOS may increase or decrease by not more than five (5%) percent without affect upon Compensation as defined in "Sections B.9." herein and/or Payments as defined in "Section B.10." herein; thereafter, the amount of compensation due shall be adjusted by a pro-rata amount proportional to the basic LOS. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, adjusted accordingly.
9. **Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be Seventy Thousand Four Hundred Thirty-Eight and 68/100's (\$70,438.68) dollars for the POS as noted in "Section B.7." herein. The fee is inclusive of all personnel costs including but not limited to:
 - a. Base Salary plus:
 - i. Social Security & Medicare (FICA)
 - ii. State Unemployment Insurance (SUTA)
 - iii. Federal Unemployment Insurance (FUTA)
 - iv. Worker's Compensation Insurance
 - b. Benefits:
 - i. Health & Life Insurance
 - ii. Paid Vacation & Personal Time
 - iii. Paid Holidays
 - iv. Paid Travel Time
 - c. Professional Development & Certifications;
 - d. Cellular Communications;

N-Focus

Initials: FWR Date: 6/29/18

Archer Lodge – FY 19 Planning & Code Agreement

Initials: AB Date: 6/4/18

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- e. Company Vehicle with
 - i. Vehicle Insurance
 - ii. Vehicle Operations & Maintenance
- f. Meals & Lodging; and
- g. Management cost

Printing and reproduction shall be provided by Local Government. Any direct expenses (i.e. printing, postage, etc.) provided by Contractor on behalf of Local Government, shall be reimbursed at actual cost plus seven (7%) percent. Travel cost to and from Local Government by Contractor personnel is included in the fee above. Travel by Contractor personnel on behalf of Local Government to perform inspections within Local Government, or attend meetings outside Local Government, shall be reimbursed at the current IRS Standard Mileage Rate.

10. Payments: Local Government shall provide twenty-six (26) equal bi-weekly payments per "Exhibit A" attached herewith in the amount of Two Thousand Seven Hundred Nine and 18/100's (\$2,709.18) dollars without invoice. Bi-weekly payments shall be made during the bi-weekly POS with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.7." herein. Monthly invoicing for travel & direct expenses as noted in "Section B.9." herein and quarterly invoicing for LOS overages as noted in "Section B.8." herein shall be due and payable within ten (10) days of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments or monthly invoicing may be assessed.

11. Access: Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.

12. Liability: Contractor personnel assigned to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor throughout the POS as defined in "Section B.7." herein for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.

13. Termination: Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination by Contractor or Local Government, compensation for all Functions actually provided by Contractor through the date of termination will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the date of termination. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS as defined in "Section B.7" herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to

N-Focus

Initials: BKR Date: 06/29/18

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supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and or/Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.

14. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2019, unless extended, as defined in "Section B.15." herein.
15. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.7." herein, LOS as defined in "Section B.8." herein, Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.
16. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
17. **Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of Local Government or others
18. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.
19. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.
20. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

N-Focus

Initials: PAK Date: 6/29/18

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21. **Entire Agreement:** Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between Local Government and Contractor except those expressly set forth in this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

22. **Representatives:** On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO
Patricia A. Rader, Secretary/Treasurer & COO

23. **Notification:** All correspondence shall be directed to:

Patti Rader, Manager
N-Focus, Inc.
3135 South Main Street, Suite 200
Kannapolis, NC 28081
704.933.0772
prader@nfocusplanning.org

(This space left blank intentionally)

N-Focus

Initials: FR Date: 05/29/18

Archer Lodge – FY 19 Planning & Code Agreement

Initials: PR Date: 6/4/18

Section C. ACCEPTANCE:

Patricia A. Rader

May 29, 2018

Patricia A. Rader, Manager
N-Focus Planning & Design, Inc.

Date

ACCEPTED on behalf of Local Government by:

[Signature]

Signature

6/4/2018

Date

MATTHEW B. MULHOLLEN, MAYOR

Printed name of authorized person signed above



Seal of Local Government

ATTEST:

[Signature]

Clerk to the governing board/council of
Local Government

6/4/2018

Date

PRE-AUDIT:

This document has been pre-audited in accordance with applicable North Carolina General Statute.

[Signature]

Finance Officer

6/4/2018

Date

N-Focus

Initials: PAR Date: 6/29/18

Archer Lodge – FY 19 Planning & Code Agreement

Initials: HB Date: 6/4/18

N-Focus, Inc.

- Town of Archer Lodge
- FY 19 CS Planning & Code Agreement

"Exhibit A"
Payment Schedule

Contract Payment Due Dates	Payment Dates	Check Number	(26) Bi-Weekly Payments of	Contract Balance	Notes
			\$ 2,709.18	\$ 70,438.68	
2018					
1 July 10th		1	\$ 2,709.18	\$ 67,729.50	
2 July 24th		2	\$ 2,709.18	\$ 65,020.32	
3 August 7th		3	\$ 2,709.18	\$ 62,311.14	
4 August 21st		4	\$ 2,709.18	\$ 59,601.96	
5 Sept. 4th		5	\$ 2,709.18	\$ 56,892.78	
6 Sept. 18th		6	\$ 2,709.18	\$ 54,183.60	
7 Oct. 2nd		7	\$ 2,709.18	\$ 51,474.42	
8 Oct. 16th		8	\$ 2,709.18	\$ 48,765.24	
9 Oct. 30th		9	\$ 2,709.18	\$ 46,056.06	
10 Nov. 13th		10	\$ 2,709.18	\$ 43,346.88	
11 Nov. 27th		11	\$ 2,709.18	\$ 40,637.70	
12 Dec. 11th		12	\$ 2,709.18	\$ 37,928.52	
13 Dec. 25th		13	\$ 2,709.18	\$ 35,219.34	
2019					
14 Jan. 8th		14	\$ 2,709.18	\$ 32,510.16	
15 Jan. 22nd		15	\$ 2,709.18	\$ 29,800.98	
16 Feb. 5th		16	\$ 2,709.18	\$ 27,091.80	
17 Feb. 19th		17	\$ 2,709.18	\$ 24,382.62	
18 March 5th		18	\$ 2,709.18	\$ 21,673.44	
19 March 19th		19	\$ 2,709.18	\$ 18,964.26	
20 April 2nd		20	\$ 2,709.18	\$ 16,255.08	
21 April 16th		21	\$ 2,709.18	\$ 13,545.90	
22 April 30th		22	\$ 2,709.18	\$ 10,836.72	
23 May 14th		23	\$ 2,709.18	\$ 8,127.54	
24 May 28th		24	\$ 2,709.18	\$ 5,418.36	
25 June 11th		25	\$ 2,709.18	\$ 2,709.18	
26 June 25th		26	\$ 2,709.18	\$ (0.00)	

N-Focus

Initials: *PAR* Date: *05/28/16*

Archer Lodge – FY 19 Planning & Code Agreement

Initials: *AB* Date: *6/4/18*

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Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Approved Service Agreement between the Town of Archer Lodge and N-Focus for FY19.

CARRIED UNANIMOUSLY

e) Discussion and Consideration of Engaging May & Place, PA to Audit Financial Records and Approving the Audit Contract for Fiscal Year ending June 30, 2018

Mayor Mulhollem open the floor for discussion. Ms. Batten offered an explanation of the audit services and audit contract and noted that this is done annually. Discussion followed.

The Approved Letter of Engagement for May & Place, PA to audit financial records for Fiscal Year ending June 30, 2018 appears as follows:

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

June 1, 2018

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, 2018. 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, 2018. 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, 2018 and to issue our reports no later than October 31, 2018. 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: *Kim P. Batten*

Name/Title: Kim P. Batten, Finance Officer/Town Clerk

Date: 6/4/2018

Governance signature: *Matthew B. Mulhollem*

Name/Title: Matthew B. Mulhollem, Mayor

Date: 6-7-18



The Approved Audit Contract for fiscal year ending June 30, 2018 appears as follows:

CONTRACT TO AUDIT ACCOUNTS

Of Town of Archer Lodge
Primary Government Unit

N/A
Discretely Presented Component Unit (DPCU) if applicable

On this 1st day of June, 2018

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 accounting principles generally accepted in the United States of America (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, 2017, and ending June 30, 2018. 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 shall 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 auditing standards generally accepted in the United States of America. 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 State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall 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 unmodified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. 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.

Contract to Audit Accounts (cont.)	Town of Archer Lodge
	Primary Government Unit
	N/A
	Discretely Presented Component Unit (DPCU) if applicable
5. If this audit engagement is subject to the standards for audit as defined in <i>Government Auditing Standards</i>, 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 <i>Government Auditing Standards</i>. The Auditor agrees to provide <u>a copy of their most recent peer review report regardless of the date of the prior peer review report</u> to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. 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 SLGFD within four months of fiscal year end. Audit report is due on: <u>10/31/2018</u>. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall 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 shall 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 shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the <i>AICPA Professional Standards (Clarified)</i>. <u>The Auditor shall file a copy of that report with the Secretary of the LGC.</u> 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. <u>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.</u> (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: https://nctreasurerslgfd.leapfile.net. Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall 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 Government 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: <u>Fees listed on Fees page</u>). This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12). 10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the	
Page 2 of 9	

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

Governmental Unit's audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

- 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 Governmental Unit 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 fiscal year end.
- If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
- The Auditor shall electronically submit the report of audit to the SLGFD 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 shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** 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 for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit's financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

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 SLGFD.

The SLGFD's process for submitting contracts, audit reports and invoices is subject to change. Auditors shall 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>
- 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, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
- If an approved contract needs to be amended for any reason, the change shall 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 shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

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

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall 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 shall take precedence. 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 #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
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 shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and the Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.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 2017. 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 Secretary of the LGC. 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. 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 FEES PAGE

Contract to Audit Accounts (cont.)

Town of Archer Lodge

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$4,425.00

WRITING FINANCIAL STATEMENTS: \$1,000.00

ALL OTHER NON-ATTEST SERVICES: \$N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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

FEES – DPCU (IF APPLICABLE)

AUDIT: \$N/A

WRITING FINANCIAL STATEMENTS: \$N/A

ALL OTHER NON-ATTEST SERVICES: \$N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

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 \$N/A

** NA if there is to be no interim billing

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

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 6/1/2018
dpmayandplace@aol.com
Email Address of Audit Firm

Governmental Unit Signatures:
Town of Archer Lodge
Name of Primary Government
By Matthew B. Mulhollem, Mayor
Mayor / Chairperson: Type or print name and title
[Signature]
Signature of Mayor/Chairperson of governing board
Date 6/4/2018
By N/A
Chair of Audit Committee - Type or print name
Signature of Audit Committee Chairperson **
Date N/A

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

Please provide us the most current email addresses available as we use this information to update our contact database

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.

By Kim P. Batten, Finance Officer/Town Clerk
Primary Government Unit Finance Officer:
Type or print name

[Signature]
Primary Government Finance Officer Signature
Date 6/4/2018
(Pre-audit Certificate must be dated.)

kim.batten@townofarcherlodge.com
Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)
JUNE 4, 2018

Contract to Audit Accounts (cont.) Town of Archer Lodge

Primary Government Unit
N/A

Discretely Presented Component Unit (DPCU) if applicable

Steps to Completing the Audit Contract

1. Complete the header information – If a DPCU is subject to the audit requirements found in the Local Government Budget and Fiscal Control Act and a separate report is being issued for that DPCU, a separate audit contract for the DPCU is required. If a separate report is not being issued for the DPCU – it is being included in the Primary Government's audit – the DPCU shall be named with the Primary Government on the audit contract for the Primary Government. The Board Chairperson of the DPCU shall sign the audit contract in addition to the elected leader of the Primary Government.
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/slg/Pages/Audit-Forms-and-Resources.aspx>
5. Item No. 9 – Please note that the new fee section has been moved to page 5.
6. Item No. 16 – Has the engagement letter been attached to the contract that is being submitted to 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 shall take precedence."*
 - b. Does the engagement letter contain an indemnification clause? **The audit contract shall 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 fees page; 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 shall 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/slg/lfm/audit_acct/Pages/default.aspx select "audit fees"

Please call or email Lorna Hodge at 919-814-4299 lorna.hodge@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?

Contract to Audit Accounts (cont.)	Town of Archer Lodge
	Primary Government Unit
	N/A
	Discretely Presented Component Unit (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. Please only send the page(s) that are applicable to your Unit of Government and do not include the instructions pages. Make sure all signatures have been obtained, and properly dated. The contract shall be approved by Governing Boards pursuant to G.S. 159-34(a). If this contract includes the audit for a DPCU that is a Public Authority that falls under the Local Government Budget and Fiscal Control Act, it shall be named in this contract and the Board Chairperson of the DPCU also shall sign the contract in the area indicated. If the DPCU is filing a separate audit, a separate audit contract is required for that DPCU.	
9. Please place the date the Primary Government's Governing Board and the DPCU's Governing Board (if applicable) approved the audit contract in the space provided. - 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. - Has the pre-audit certificate for the Primary Government (and the DPCU if applicable) been signed and dated by the appropriate party? - 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 fees page.	
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 PDF. When submitting for approval send the documents as one PDF file to include the Audit contract, any applicable addendums, the engagement letter and Peer Review Report. Submit these documents using the most current submission process which can be obtained at the NC Treasurer's web site https://www.nctreasurer.com/slg/Audit%20Forms%20and%20Resources/Instructions%20for%20Contract%20Submission.pdf	
13. If an audit cannot be completed by the due date, the Auditor or Governmental Unit shall file an Amended Contract form (Amended LGC-205). This form shall be signed by the Governmental Unit representative and the Auditor. The explanation for the delay in completing the audit is part of this contract amendment form and shall be provided. The parties that signed the original audit contract shall sign the amended contract form as well. If the signing representatives are unable to sign the amended contract, please include an explanation for this in the submitted amended contract form.	
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Moved by: Council Member Jackson
 Seconded by: Council Member Bruton
Approved the Letter of Engagement for May & Place, PA to audit financial records for Fiscal Year ending June 30, 2018 and Approved the Audit Contract with May & Place, PA for Fiscal Year ending June 30, 2018.
 CARRIED UNANIMOUSLY

f) Discussion and Consideration of Establishing a Bicycle & Pedestrian Plan Steering Committee & Appointing Members to the Bicycle & Pedestrian Plan Steering Committee

Bob Clark explained that a Steering Committee and a 10% match from the Town is required by NCDOT's agreement. The steering committee, which may meet 4 - 6 times, will consist of individuals from other agencies and organizations, people interested in parks and biking as well as people associated with the Town. Senior Planner Andy Thomas had contacted a list of supporters by asking for volunteers to serve on the Steering Committee, and he has had good responses. It's recommended that one or two Council and Planning Board members serve on the Steering Committee. He offered that the Planning Board had appointed Chairman Robert Davis and Member John Oglesby to serve on the committee, with Member Terry Barnes as an alternate.

Mr. Clark noted that the Town must submit a Contact Information form to NCDOT that includes a list of volunteers. Discussion followed.

Council Member Bruton and Council Member Jackson volunteered to serve on

the Steering Committee with Mayor Mulhollem serving as an alternate.

Moved by: Council Member Bruton

Seconded by: Council Member Jackson

Approved the following:

1. **Establish a Bicycle & Pedestrian Plan Steering Committee**
2. **Authorize Staff to submit the NCDOT Bicycle and Pedestrian Planning Grant Initiative 2018 - Contact Information form to NCDOT**
3. **Council Member Bruton and Council Member Jackson to serve on the Steering Committee with Mayor Mulhollem serving as an alternate.**

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

- a) **Attorney Hewett advised Mayor and Council to be cautious when they text or email Town business on their personal devices due to public records laws in NC.**

7. ADMINISTRATIVE CONSULTANT'S REPORT:

- a) **Mr. Gobble advised Council Members of procedures that will need to be followed if the Town purchases land or expands Town Hall. They are as follows:**

- Loans are subject to approval by the Local Government Commission, which can be a long process.
- Loans require Public Hearings.
- Recommends the Public Hearing for Installment Financing of the Town Hall Expansion Project be held at the Council's Work Session scheduled for June 18, 2018.
- Advised Council that the Town Hall Expansion Project was not critical if it interferes with the Archer Lodge Veteran's Memorial Site deadline of November 11, 2018 which also is Veteran's Day and the 100th Year Anniversary of the end of the First World War (Great War).

Attorney Hewett advised Council that he would not be in attendance at the June 18th meeting, but Attorney Marcus Burrell would attend in his absence.

Mayor Mulhollem asked for a motion to hold a Public Hearing on Installment Financing for the Town Hall Expansion Project at their Work Session on June 18, 2018. Discussion followed.

Moved by: Council Member Jackson

Seconded by: Mayor Pro Tem Castleberry

Approved to hold a Public Hearing on Installment Financing for the Town Hall Expansion Project at their Work Session on June 18, 2018.

CARRIED UNANIMOUSLY

8. PLANNING/ZONING REPORT:

- a) **Mr. Clark shared the following:**

- He commended the Town Council for repealing the current Chapter 14 Flood Damage Prevention Ordinance and replacing it with the updated NC Flood Plain Ordinance for Non-Coastal Areas.
- He thanked the Planning Board for completing the Preliminary Plat Approval Procedures which are on the town's website.
- He plans to inquire about drafting Non-Residential/Commercial Construction Guidelines for the Town of Archer Lodge.
- He announced the next Planning Board Meeting is scheduled for Wednesday, July 18th unless otherwise notified.

9. VETERAN'S COMMITTEE REPORT:

- a) **No Report**
-

10. MAYOR'S REPORT:

- a) **Mayor Mulhollem announced that the Johnston County Board of Commissioners would be meeting June 20, 2018 regarding the County Budget as well as the Archer Lodge Fire District Tax and he anticipates hearing the outcome for the Archer Lodge Fire Department soon thereafter.**
-

11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) **Council Member Wilson expressed his appreciation of the Town's budget consideration for the Archer Lodge Veteran's Memorial site. On April 12, 2015, the Archer Lodge Veteran's Committee established a dream to have the Veteran's Memorial in place by November 11, 2018, to commemorate the 100th Anniversary of the end of World War I. Mr. Wilson praised the ALVM Committee for raising over \$60,000 with the support of many. In closing, he commended all men and women who serve, have served, and made sacrifices for our country and further emphasized that the dollar amount donated to the memorial doesn't matter, but it does matter that you gave it with the intent to honor Veteran's.**
-

- b) **Council Member Jackson commended Council Member Wilson for his tribute.**

Mr. Jackson shared information that he received at the NC Rural Day Event held on May 29, 2018, regarding broadband for rural areas, health in rural areas, economic development and other benefits. He enjoyed attending on behalf of the Town.

- c) **Council Member Locklear had no remarks.**
-

- d) **Mayor Pro Tem Castleberry thanked the Archer Lodge Community Center for hosting the NCDOT Public Meeting held on May 14th which provided an update on the Covered Bridge Road and Buffalo Road Projects to all those attending. He further shared that the Johnston County Economic Development Board is working on getting a new website and their projects to date in 2018 exceed all the projects in 2017.**
-

- e) **Council Member Bruton shared that she was not able to attend the NC Rural Day Event due to other obligations. She enjoyed Clayton's Town Hall Event on May 23, 2018 which provides the opportunity to fellowship with other counterparts. She recommended that all board members make plans to attend future events.**
-

12. CLOSED SESSION:

- a) **Per the Amended Agenda, Attorney Hewett advised Council to enter**

into Closed Session to discuss the acquisition of real property as permitted by § 143-318.11(a)(5). He further noted the property being discussed was the Smith parcel located on Castleberry Road for a potential Public Park and Recreational use.

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Approved to enter into Closed Session.

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Approved to return to Open Session.

CARRIED UNANIMOUSLY

13. RECONVENED OPEN SESSION:

- a) Mayor Mulhollem called a Special Meeting scheduled for Monday, June 11, 2018 for the Purpose of Discussion and Possible Consideration of Land Acquisition.**

No further discussion.

Moved by: Council Member Jackson

Seconded by: Council Member Locklear

Approved to hold a Special Meeting on Monday, June 11, 2018 at 6:30 p.m. for the Purpose of Discussion and Possible Consideration of Land Acquisition.

CARRIED UNANIMOUSLY

14. RECESSED MEETING:

- a) Mayor Mulhollem asked for a motion to Recess the meeting until Monday, June 25, 2018 at 6:30 p.m.**

No Further Business

Moved by: Mayor Pro Tem Castleberry

Seconded by: Council Member Jackson

Approved to Recess Meeting at 9:31 p.m.

CARRIED UNANIMOUSLY

15. MEETING RECONVENED JUNE 25, 2018

Council Present: Mayor Mulhollem, Mayor Pro Tem Castleberry, Council Member Bruton, Council Member Jackson, Council Member Locklear, Council Member Wilson

Staff Present: Administrative Consultant C. L. Gobble, Attorney Chip Hewett, Finance Officer/Town Clerk Kim P. Batten

- a) Mayor Mulhollem called the June 4, 2018 reconvened meeting to order at 6:32 p.m. in the Jeffrey D. Barnes Council Chambers and declared a quorum was present.**

Upon reconvening, Mayor Mulhollem noted that the next item of business on the June 4th Agenda was **ADJOURNMENT** since no business item was added following the CLOSED SESSION when the Agenda was Amended in item #3.

16. ADJOURNMENT:

- a) No Further Business**

Moved by: Council Member Wilson
Seconded by: Council Member Locklear

Adjourned the June 4, 2018 Regular Council meeting at 6:34 p.m. on Monday, June 25, 2018.

CARRIED UNANIMOUSLY

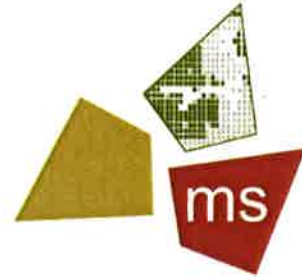
Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

ms consultants, inc.

engineers, architects, planners

920 Main Campus Drive
Suite 430
Raleigh, NC 27606
p 919.772.5565
f 919.779.2308
www.msconsultants.com



June 7, 2018

Matt Mullhollem, Mayor
Town of Archer Lodge, NC
14094 Buffalo Road
Clayton, NC 27527

RE: Contract Modification -- Archer Lodge Town Hall, Site Civil Design -- Veteran's Memorial

Dear Mayor Mullhollem,

ms consultants presents this proposal to modify our existing contract in order to prepare design services and documentation associated with the Veteran's Memorial project located next to the town hall addition. The services shall include the grading and design of a temporary access drive to the memorial location. Also, the design shall provide site grading for the memorial grade pad location so that drainage does not sheet flow across the site. Additionally, because of the memorial's close proximity to the facility's existing septic system, ms consultants shall contact local Health Department authorities to coordinate design assumptions.

FEE, additional services:

Compensation for the above services shall be as follows, billed lump sum:

\$ 3,950.00

If this fee proposal and scope is acceptable to you, please provide a signature below. This fee and scope shall be an amendment to our existing executed contract and all previously agreed upon terms and conditions will apply. Once we have received formal notice to proceed, we are prepared to proceed immediately.

Should you have any questions, comments or concerns, please do not hesitate to contact me directly.

Sincerely,

Jeff Brooks, AIA
Project Manager

JAB:jab

cc: C.L. Gobble, Town Manager, file

Signed, Approved:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Printed Name:

August 6, 2018

Date:

ARCHITECTS ESTIMATE OF PROBABLE CONSTRUCTION COST

CLIENT: Town of Archer Lodge
PROJECT: Archer Lodge Town Hall Addition
ms JOB #: 64-12969-00

PREPARED: JAB May 4, 2018
CHECKED:



BID	ITEM #	SPEC #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	INSTALLED COST
BASE			Archer Lodge - Site Work				
			Site Work	1	ls	\$ 50,000.00	\$ 50,000.00
BASE	SUM					SUB-TOTAL	\$50,000.00
BASE	SUM		Archer Lodge Town Hall Addition - BUILDING				
			Building Cost Per Square Foot				
			Wood Framed Walls with Pre-fabricated wood trusses - Building	1,600	sf	\$ 125.00	\$ 200,000.00
			Renovation/Repair of existing Building	300	sf	\$ 25.00	\$ 7,500.00
			Demolition of Existing Building Façade	1		\$ 5,000.00	\$ 5,000.00
BASE	SUM					SUB-TOTAL	\$212,500.00
BASE	SUM		Archer Lodge Town Hall Addition - PLUMBING, HVAC, ELECTRICAL				
			Plumbing Estimated Cost Per Square Foot	1,600	sf	\$ 5.00	\$ 8,000.00
			Mechanical Estimated Cost Per Square Foot	1,600	sf	\$ 18.00	\$ 28,800.00
			Electrical Estimated Cost Per Square Foot	1,600	sf	\$ 15.00	\$ 24,000.00
BASE	SUM					SUB-TOTAL	\$60,800.00

BASE BID SITE WORK SUB-TOTAL		\$ 50,000.00
BASE BID BUILDING WORK SUB-TOTAL		\$212,500.00
BASE BID PM&E WORK SUB-TOTAL		\$60,800.00
BASE BID SITE & BUILDING WORK TOTAL		\$ 323,300.00
Assumed Contractor Overhead and Profit	15%	\$ 48,495.00
Assumed Contractor Construction Cost		TOTAL \$ 371,795.00
Construction Contingency (on Base Bid "Only" total)	5%	\$ 16,165.00

PRELIMINARY BASE BID SITE AND BUILDING CONSTRUCTION COST TOTAL

\$ 387,960.00

This Estimate of Probable Cost is based on the best available information, experience and qualifications, and represents the Engineer's best judgment. The Engineer does not guarantee that the actual total project cost will not exceed the above Estimate

ARCHITECTS ESTIMATE OF PROBABLE CONSTRUCTION COST

CLIENT: Town of Archer Lodge
PROJECT: Archer Lodge Town Hall Addition
ms JOB #: 64-12969-00

PREPARED: JAB May 4, 2018
CHECKED:

**MONUMENT BASE SITE ADD ALTERNATES**

109	Grading for Veterans Memorial	1	each	\$	12,500.00	\$	12,500.00
110	Water Line Extension for Yard Hydrant	40	lf		\$15.00	\$	600.00
111	Electrical Extension for GFI ground outlets	140	lf		\$15.00	\$	2,100.00

BUILDING ADD ALTERNATES

\$ 15,200.00

ITEMS THAT ARE EXCLUDED FROM THIS PRELIMINARY COST ESTIMATE (Owner Provided)

Design and Engineering Fees

Construction Administration Fees (Architect)

Contractors Builders Risk Insurance

Permitting & Inspection Fees

Geo Tech Report or Septic Field Inspection

Traffic Roadway Work (Buffalo Rd Widening & drive entrance)

New Buffalo Road Sidewalk

Furnishings

Tables, Chairs, Office Furniture, Computers

Permit Center Display equipment

Misc. Equipment

Plotters and Printers

Filing Cabinets and Flat Files

Security System Extension

Cameras, Motion Detectors, wiring back to main control panel

Final Phone and Cable TV hookups

Trash Collection

Interior and Exterior Trash Cans

Nothing added to Exist. Exterior Trash/Dumpster Area

Bid Tabulation Form
Archer Lodge - Town Hall Addition



Bid Date and Time: **Aug. 2nd, 2:00 PM**
Pre-Construction Date: 8/13/18

	Company and Address Plans Issued	Telephone #	Fax #	NO BID	Addendum #1	PROPOSAL AMOUNT	ALTERNATE GC-1	Unit Price No. 1	Unit Price No. 2	TOTAL BID AMOUNT WITH ALTERNATE
1	Melissa Eskew Danco Builders, Inc. 2475 Hurt Drive Rocky Mount, NC 27804	252-4430735 meskew@dancobuild.com	252-443-4705		X	\$487,142.00	\$5,400.00	\$21.00	\$20.00	\$492,542.00
2	Hardy Hutchins Hutchins Construction Inc. 2811 Guess Road Durham, NC 27705	919-477-2900 hardy@hutchinsdesignbuild.com			X	\$483,000.00	\$8,300.00	\$12.00	\$14.00	\$491,300.00
3	Hatteras Brooks Stocks & Taylor Construction, Inc. 1825 Carolina Ave. P.O. Box 2147 Washington, NC 27889	252-975-5855 hbrooks@stockstaylor.com	252-975-5811		X	\$386,800.00	\$5,900.00	\$8.80	\$13.20	\$392,700.00
4	Mark Ferris ACH Constructors 4020-111 Stirrup Creek Dr. Durham, NC 27703	919-484-9550 markf@achconstructors.com	919-484-9506		X	\$514,000.00	\$6,600.00	\$22.00	\$28.00	\$520,600.00
5	Jeff DiOrio Riggs-Harrod Builders, Inc. 1117 E. Geer St. Durham, NC 27704	919-687-0111 jeffd@riggsharrod.com	919-687-0888		X	\$542,186.00	\$6,414.00	\$22.00	\$19.00	\$548,600.00
6	Mark Johnson G & G Builders, Inc. 1603 S. Hollybrook Road Wendell, NC 27591	919-365-7488 mark@ggbuildersnc.com	919-365-9581		X	\$355,900.00	\$5,000.00	\$10.00	\$14.00	\$360,900.00
7	John Muter Muter Construction 100 N. Arendwll Ave. Zebulon, NC 27597	919-404-8330 jmuter@muterconstruction.com	919-400-4253		X	\$435,868.00	\$6,500.00	\$3.00	\$3.00	\$442,368.00
8	Kevin May Salcoa Construction P.O. Box 199 Salisbury, NC 28145	704-638-2357			X	\$477,900.00	\$6,200.00	\$20.00	\$25.00	\$484,100.00
Average Bid Price						\$460,349.50				\$466,638.75
Price Per Square Foot Average						\$280.70				\$284.54
Price Per Square Foot Low Bid						\$217.01				\$220.06
Apparent Low Bid - G&G Builders, Inc.						\$355,900.00				\$360,900.00

Archer Lodge Copier Contract Comparison

FEATURES/SERVICE	COECO OFFICE SYSTEMS Cannon Color 5535 Image Runner	RICOH Ricoh MP C2504ex	CEI Konica Minolta C258
Copier	Yes	Yes	Yes
Fax	Yes	Yes	Yes
Scans	Yes	Yes	Yes
Stapler	Yes, included in cost	Yes, included in cost	Yes, included in cost
Hole Punch	No	Yes, included in cost	Yes, included in cost
Color Copies	Color-850 copies included, overage: \$.037 ea.	Color-Copies \$.052 ea. (only pay for quantity of copies printed)	Color-Copies .055ea. (only pay for quantity of copies printed)
Black & White Copies	B&W-1000 copies included, overage-not listed	B&W-Copies \$.009 ea. (only pay for quantities of copies printed)	B&W-Copies .008 ea. (only pay for quantities of copies printed)
Letter Size Copy Speed	35-ppm	25-ppm	25-ppm
Service Contract and Supplies	Covers all parts, labor, toner & staples.	Charges based on 60 month lease which covers all parts, labor, toner & staples. Technicians will get reports from copier sent to them automatically when the machine is in need of repair or maintenance. Techs will call within an hour to notify.	Charges based on 60 month lease which covers all parts, labor and toner - Shipping not included, but offered to delivered free when in area. Supplies, parts, drums & labor included. Can upgrade equipment before contract ends. No cost to return equipment, no cost training, no price increase for duration of contract. Service response time - 4 hour, but average 2.5 hour response. Request 60 days advance notice for "Intent on Lease" if ending contract.
Contract Costs	\$137.89 monthly plus taxes, includes inner stapler accessory, and a preallotted quantity of copies on contract as noted above. Coeco is on a State Contract and will have no escalations, but at the end of the lease Archer Lodge will be responsible for returning the device at the end of the lease if the Town chooses to go with another vendor.	\$83.72 monthly plus taxes, copies charged on a as used basis as noted above, includes inner stapler & hole punch finisher. Ricoh is on a State Contract with zero fee associated with returning the copier at the end of lease, no property tax on the device, and service rates are fixed with zero escalation. As noted above Ricoh's contract includes the hole punch & stapler accessory.	\$89.17 monthly plus taxes, copies charged on a as used basis, as noted above, includes inner stapler & hole punch. \$5.50 added for 2 additional paper trays, if needed. CEI is not on State Contract. Offered to returned current copier at no cost.
Contact Information	David Jackson, Major Account Manager 2016 Presidents Club Member 2509 Atlantic Ave. Raleigh, NC 27604 djackson@coeco.com Phone: 919-424-8216	Jay Chatmon, Account Manager, State and Local Government, K-12 Education Specialist, RICOH USA, INC, 4135 Mendenhall Oaks Parkway, Suite 150, High Point, NC 27265 Phone: 336-878-3522 Cell: 336-404-1920 Fax: 336-878-3423 james.chatmon@ricoh-usa.com	Darren McCarver, Account Executive, 8701 Brickwell Ave., Raleigh, NC 27617, kmcarver@copycei.com Phone: 919-781-8885 Fax: 919-781-0222
Additional Information		Contacted Mr. Chatmon's References and spoke with David Neininger: He shared that he was in a 5 year contract with Ricoh and it is 2-1/2 years in. He spoke highly of Mr. Chatmon saying that he was very trustworthy and honest. Offers inovation solutions that offer savings. Mr. Neininger shared that he and Mr. Chatmon meet quarterly to keep him up-to-date.	CEI is locally owned & operated & has been providing innovative technology & award-winning service to the Triangle & surrounding areas for nearly 60 years. Received 5 out of 5 stars with 27 reviews on CEI Facebook Page. Recommended by Attorney Chip Hewett, Hewett Law Group, PA



THE DIGITAL OFFICE

July 25, 2018



Town of Archer Lodge

14094 Buffalo Rd.
Clayton, NC 27527
919-359-9727

Konica Minolta C258

Digital Color Capable Copier/Network Printer/Scanner/Fax

25 pages per minute copy/print speed (b/w & color)

100 sheet single pass auto document feeder

auto duplexing

(2) 500 sheet paper trays + 150 sheet bypass tray

Letter, legal, and ledger size paper

warm up time less than 20 seconds

4 GB RAM & 250 GB Hard Disk Drive (Document Server)

Full color scanning to email, folder, HDD

Scan speed up to 160 images per minute

Print from & Scan to USB flash drive

Faxing capability

Inner Staple Finisher w/ hole punch

Cabinet

60 month lease - \$89.17 per mth + taxes

Additional Option:

(2) additional paper trays - \$5.50 added to lease payment

Maintenance:

Service will include all parts, labor, drums, and toners (excludes paper, staples, and network support)

*Cost per page: b/w pages - \$0.008 each
color pages - \$0.055 each*

CEI will provide delivery, network installation, and complete training at no additional cost. CEI will return old Canon copier to leasing company at no additional cost.

8701 Brickell Avenue
Raleigh, North Carolina 27617
919.781.8885
www.copycei.com



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Copycei



Follow us on Twitter
@Copycei





ALFORD LEASING COMPANY

Equipment Lease Agreement

Agreement # _____

P.O. BOX 90755, RALEIGH, NC 27675-0755

SUPPLIER: CEI THE DIGITAL OFFICE			
8701 BRICKELL AVE. (Full Legal Name)			
(Street Address)	NC	27617	WAKE
(City)	(State)	(Zip Code)	(County)

LESSEE: TOWN OF ARCHER LODGE			
14094 BUFFALO RD. (Full Legal Name)			
(Street Address)	NC	27527	JOHNSTON
(City)	(State)	(Zip Code)	(County)

Quantity	Equipment Model & Description	Serial Number
1	KONICA MINOLTA C258 COLOR COPIER/PRINTER/SCANNER/FAX	
	W/ 2 TRAYS STAPLE FINISHER, HOLE PUNCH	
	MAINTENANCE BILLED COST PER PAGE: B/W - \$0.008 COLOR - \$0.055	

☐ See attached schedule for additional Equipment

TRANSACTION TERMS:

RENT \$ 89.17 (plus applicable taxes) LEASE TERM 60 MONTHS (plus applicable taxes)

PAYABLE: (check one) ☒ Monthly ☐ Other (_____) ☒ SECURITY DEPOSIT \$ 0.00

PURCHASE OPTION AT END OF LEASE TERM: ☒ Fair Market Value

Equipment Location (if different from Lessee address above): SAME

Lessee Contact/Telephone: KIM BATTEN 919-359-9727

We have written this Lease in plain language because we want you to understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named below.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA. YOU AGREE TO THE JURISDICTION AND VENUE OF THE STATE COURTS OF WAKE COUNTY, NORTH CAROLINA.

ACCEPTED BY:

LESSOR: ALFORD LEASING CO., INC.
P.O. BOX 90755, RALEIGH, NC 27675-0755

BY: _____

TITLE: _____

DATE: _____

PROPOSED BY:

LESSEE: TOWN OF ARCHER LODGE
(Legal Name)

BY: X _____
(Signature of Authorized Signer)

(Printed Name and Title)

DATE: _____ FED TAX ID#: _____

UNCONDITIONAL GUARANTY

In consideration of Lessee entering into the above Lease in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Lessor the prompt payment and performance of all obligations under the Lease. We agree that (a) this is a guaranty of payment and not of collection, and that Lessor can proceed against us without disposing of any security or seeking to collect from Lessee, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Lessor may, without notice to us, extend or otherwise change the terms of the Lease without notice to us and we will be bound by such changes, and (d) we will pay all of Lessor's costs of enforcement and collection. This guaranty survives the bankruptcy of Lessee and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Lessee becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Lessee in the event we must pay Lessor. THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE LEASE. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.

By: _____, Individually

Address: _____

Social Security Number: _____

Witness: _____

By: _____, Individually

Address: _____

Social Security Number: _____

Witness: _____

ALFORD LEASING COMPANY TERMS AND CONDITIONS

The words YOU and YOUR mean the lessee of Equipment. The words WE, US and OUR refer to Alford Leasing Company, the lessor.

1. **AGREEMENT.** WE agree to rent to YOU and YOU agree to rent from US the Equipment, as set forth on the face of the Lease ("Equipment"), and/or in any attached schedule (together, the "Lease"). YOU promise to pay US A MONTHLY PAYMENT WHICH IS SET FORTH ON THE FACE OF THE LEASE under the heading "Transaction Terms."
 2. **TERM AND RENT.** This Lease goes into effect and the term of this Lease begins when all of the following conditions are met: (1) the Lease is signed by YOU, (2) the Lease is accepted by US, and (3) the Equipment is installed (the "Commencement Date"). The Lease shall continue in full force and effect from the Commencement Date through the last day of the final month of the Lease Term ("Term") as defined on the face of the Lease. The first rent payment ("Rent") is due on the date set forth in the first monthly invoice sent to YOU by US following the Commencement Date, with subsequent Rent payments due on the same day of each successive month thereafter and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, YOUR payment obligation may be estimated by US. Your obligation to pay the Rent and other payment obligations hereunder shall be absolute and unconditional. THE LEASE IS NON-CANCELABLE, except as provided herein by timely written notice of intent to cancel the Lease delivered by YOU to US and timely return of the Equipment pursuant to the terms expressed herein.
 3. **USE.** Unless otherwise provided on the face of this Lease is understood and agreed that the Rent owed by YOU to US pursuant to the Lease includes only the use of designated Equipment and accessories.
 4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** WE own the Equipment and YOU have the right to use the Equipment for the full term of the Lease provided YOU comply with the terms and conditions stated herein. The Equipment is OUR personal property, regardless of whether the Equipment may become attached to any real estate during the Term of the Lease.
 5. **ASSIGNMENT.** You shall not have the right to transfer, sell, sub-rent, assign, pledge or encumber either the Equipment or any of YOUR rights under the Lease without our prior written consent during the Term of the Lease.
 6. **REDELIVERY AND AUTOMATIC RENEWAL.** UPON AT LEAST SIXTY (60) DAYS WRITTEN NOTICE TO US PRIOR TO THE EXPIRATION OF THE INITIAL TERM OF THE LEASE, YOU SHALL ADVISE US OF YOUR INTENTION TO RETURN THE EQUIPMENT TO US AND TERMINATE THE LEASE AT THE EXPIRATION OF THE INITIAL TERM. Provided YOU have given such a timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair and working order, ordinary wear and tear excepted, and in a manner and to a location designated by US. Alternatively, YOU can make the Equipment available to US for pick-up for a pick-up fee designated by US. IF YOU FAIL TO PROVIDE SIXTY (60) DAYS WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THE LEASE AFTER THE INITIAL TERM, THE LEASE SHALL RENEW AUTOMATICALLY FOR AN ADDITIONAL THREE-MONTH TERM, AND SHALL CONTINUE TO RENEW EVERY THREE MONTHS UNTIL WRITTEN NOTICE OF YOUR INTENT TO TERMINATE THE LEASE IS DELIVERED TO US ("AUTOMATIC RENEWAL TERM"). During the Automatic Renewal Term, YOU shall have the right to deliver written notice of YOUR intent to terminate the Lease, and the Lease shall then terminate sixty days after receipt of said notice, with Rent equal to the Rent owed during the Initial Term of the Lease payable by YOU until the Lease terminates pursuant to the terms of this Section. If, having timely notified US of YOUR intent to terminate the Lease, YOU fail to return the Equipment to US or make the Equipment available for pick-up by US for a fee, as provided herein above, the Lease shall renew for additional terms of three (3) months each with ALCO Payments and Additional copy charges equal to 100% of the ALCO Payments and Additional Copy Charges at the expiration of the Initial term of the Lease, and the Lease shall be terminated upon written notice delivered to US by YOU in the same manner as if no written notice of your intent to terminate the Lease was delivered before the expiration of the Initial Term of the Lease.
 7. **CANCELLATION.** The Lease is NON-CANCELABLE for the full Initial Term and your obligation to pay Rent and any additional charges incurred pursuant to the Lease for the full Term of the Lease cannot be canceled except as expressly provided herein.
 8. **LOSS OR DAMAGE.** YOU are responsible for the risk of loss of, destruction of, or damage to the Equipment, and no such loss or damage relieves YOU from any obligation, including but not limited to payment of Rent, under the Lease. In the event of damage to, loss of, or destruction of the Equipment, YOU agree to notify US in writing within no more than five (5) days from the date such damage, loss, or destruction occurs, of such fact and shall, at OUR option and upon OUR request:
 - Repair the Equipment to good condition and working order;
 - Replace the Equipment with like equipment in good repair, condition and working order, approved by US and transfer clear title to such replacement equipment to US, and such equipment shall be subject to the Lease and be deemed the Equipment hereunder; or
 - Pay to US the value of the total of all unpaid Rent payments for the full term of the Lease, plus the estimated fair market value of the Equipment, as determined by US, at the end of the Initial Term, all discounted six percent (6%) per year whereupon the Lease shall terminate.
 9. **HOLD HARMLESS.** YOU will indemnify and hold US harmless against any and all losses and cost liabilities, including attorneys' fees, which arise from any injury or damage caused in whole or in part by YOUR acts, omissions, or conduct.
 10. **TAXES.** YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Rent payment or as otherwise billed by US.
 11. **DEFAULT.** If YOU are in default under the Lease, then WE shall have the right to accelerate payment due for all outstanding Rent owed for the remaining Lease Term. YOU shall be in default of this Lease upon occurrence of any of the following events:
 - YOU fail to timely pay any Rent payment or other sum when due, and such non-payment is not remedied within five (5) days of request for the same from US;
 - YOU breach any warranty or other obligation under the Lease, or any other agreement with US; or
 - YOU, or any guarantor to the Lease, or any of YOUR partners, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or have a trustee, receiver or liquidator otherwise appointed.
 12. **REMEDIES.** In the event of default, in OUR sole discretion, WE shall have the right to exercise one or more of the following remedies against YOU:
 - Collect Interest on all monies due to US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event shall WE collect more than the maximum interest rate permitted by law; and
 - Require YOU to pay (i) all expenses incurred by US in connection with the enforcement of any remedies available to US described herein, including all expenses of repossession, storing, shipping, repairing and selling the Equipment and (ii) reasonable attorneys' fees.
 - Notwithstanding anything to the contrary contained herein, whenever Rent and/or any additional charges are owed to US by YOU pursuant to the Lease, and payment is not received within five (5) days of the time such Rent or charges become due, YOU shall pay to US in addition to the owed balance a late fee equal to \$100.00. This amount shall be owed to US as compensation for our internal operations expenses resulting from the delayed payment.
- No failure on OUR part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of the Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default.
13. **WARRANTY OF BUSINESS PURPOSE.** YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.
 14. **NOTICE.** Written notices will be deemed to have been given when delivered personally or two (2) days from the date that they are deposited with the United States Postal Service, postage prepaid, addressed to such party at its address as set forth on the face of the Lease or at such other address as such party may have subsequently provided in writing.
 15. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** The Lease contains the entire agreement and understanding between YOU and US. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of the Lease which for any reason may be held unenforceable in a court of competent jurisdiction shall not serve to invalidate the remaining provisions of the Lease, which shall continue thereafter in full force and effect. It is further agreed that all rights and remedies of the parties are governed exclusively by the Lease.
 16. **MISCELLANEOUS.** YOU authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we will charge you a fee of \$95.00 to cover our documentation and investigation costs.

Non-Appropriation Addendum (for State or Local Governmental Lease or Loan)

Lessee/Renter/Customer: TOWN OF ARCHER LODGE	Title of lease, rental or other agreement: KONICA MINOLTA C258 dated
Lessor or Lender: ALFORD LEASING COMPANY	Lease, rental or contract #:

This Non-Appropriation Addendum (this "Addendum") is made by and between the above-referenced lessee, renter or other customer ("Customer") and the above-referenced lessor or lender ("Creditor").

Introduction: Customer and Creditor are simultaneously herewith entering into the above-referenced lease, rental, loan or other credit agreement (the "Agreement"); and Customer and Creditor wish to modify and/or supplement the terms of the Agreement, as more particularly set forth herein below. This Addendum shall be effective as of the same date as the Agreement (the "Effective Date").

1. **Incorporation and Effect.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, *provided that*, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control. In entering into this Addendum, it is the intent of Customer and Creditor to conform the terms and conditions of the Agreement to the requirements of all applicable federal, state and local laws, rules and regulations relating to governmental entities and public finance. If any term or condition of this Addendum is unenforceable or unlawful, then such provision shall be deemed null and void without invalidating the remaining provisions of the Agreement.

2. **Definitions.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement. As used in this Addendum, the following terms shall have the following-described meanings:

"Goods" shall have the same meaning as the term "Equipment," "Leased Equipment," "Goods" or "Property" (or a similar term) as defined and used in the Agreement.

3. **Non-Appropriation of Funds.** Customer hereby represents, warrants and covenants to Creditor that: (a) Customer intends, subject only to the provisions of this Section 3, to remit to Creditor all sums due and to become due under the Agreement for the full multi-year term thereof; (b) Customer's governing body has appropriated sufficient funds to pay all amounts due to Creditor during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all such payments for the full multi-year term can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which all such payments to become due during the full multi-year term of the Agreement, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body. In the event Customer's governing body fails to appropriate sufficient funds to make all payments and pay other amounts due and to become due during Customer's next fiscal period, Customer may, subject to the terms hereof, terminate the Agreement as of the last day of the fiscal period for which appropriations were received (an "Event of Non-appropriation"). Customer agrees to deliver notice of an Event of Non-appropriation to Creditor at least 30 days prior to the end of Customer's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation and to return the Goods pursuant to the return requirements stated in the Agreement on or before the effective date of termination. In the event the Agreement is terminated following an Event of Non-appropriation, Customer agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Customer shall not purchase, lease, rent or otherwise acquire any personal property performing functions similar to those performed by the Goods, for use at the site where the Goods are located, except as may be required for public health, safety or welfare purposes. Customer and Creditor understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies.

4. **Additional Representations, Warranties and Covenants of Customer.** In addition to the other representations, warranties and covenants made by Customer as set forth in the Agreement, Customer hereby represents, warrants and covenants to Creditor that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated herein and therein and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their terms, and Customer has complied with such public bidding requirements as may be applicable to the Agreement and this Addendum and the transactions contemplated herein and therein, (d) upon Creditor's request, Customer will provide Creditor with a copy of Customer's current financial statements within 150 days after the end of each fiscal period, and (e) during the term of the Agreement, unless and until the Agreement is terminated in accordance with Section 3 above, Customer shall provide to Creditor, no later than 10 days prior to the end of each fiscal period, with current budgets or other proof of appropriation for the ensuing fiscal period, and such other financial information relating to Customer's ability to continue the Agreement, as Creditor may request. **Customer hereby acknowledges that the representations, warranties and covenants made by Customer in this Addendum and those set forth in the Agreement are being materially relied upon by Creditor in entering into the Agreement and this Addendum.**

5. **Indemnification.** To the extent Customer is or may be obligated to indemnify, defend or hold Creditor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 3 above.

6. **Remedies.** To the extent Creditor's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

7. **Governing Law.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

8. **Miscellaneous.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. A facsimile or other copy of this Addendum with facsimile or copied signatures shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

Customer: TOWN OF ARCHER LODGE	Creditor: ALFORD LEASING COMPANY
By: <u> X </u>	By: <u> X </u>
Print: _____	Print: _____
Title: _____	Title: _____



P.O. Box 90635 • Raleigh, NC 27675 • (919) 781-8885 • (919) 781-0222 Fax

Equipment Maintenance Agreement

In order to assist our customers in maintaining their copier or facsimile equipment in efficient operating condition: Commercial Equipment Inc. agrees to furnish service and install parts for the copier or facsimile equipment below on the conditions set forth herein.

Ship To:

TOWN OF ARCHER LODGE

Customer Name

14094 BUFFALO RD.
CLAYTON, NC 27527

Address

Bill To:

TOWN OF ARCHER LODGE

Customer Name

14094 BUFFALO RD.
CLAYTON, NC 27527

Address

Equipment to be covered by Maintenance Agreement:

Billing Interval: Monthly

Konica Minolta C258

B/W- \$0.008

Color- \$0.055

Make & Model

Serial #

Equip. ID #

CPC Rate

To be billed in lease payment

Coverage period for above listed equipment will begin on _____ and end on _____.

BEGIN METER READING b/w - _____

color- _____

Listed equipment will be maintained under the terms and conditions specified on the reverse side of this sheet.
Items not covered under the maintenance agreement are PAPER, STAPLES, AND NETWORK
SUPPORT

ACCEPTED BY:

Customer Signature

CEI Authorized Signature

Title

Date

Title

Date

EQUIPMENT MAINTENANCE AGREEMENT (EMA) TERMS AND CONDITIONS

EMA

For maintaining the walk-up copying functionality of the base copier equipment, CEI agrees to perform maintenance service in accordance with the following terms and conditions:

- 1) The equipment shall be in good working condition on the date of commencement of this agreement.
- 2) CEI will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during CEI's normal business hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays.
- 3) SMA agreements include toner, developer, PM kits and drums in an amount consistent with the manufacturer's published yields and servicing intervals.
- 4) The term of this agreement will be for 1 year ending on the date shown on the reverse side hereof, or the designated number of prints/copies. This agreement continues in effect at the existing rate ~~with increases not to exceed 12.5% annually for periods of similar length unless cancelled. The annual billing option may expire by meter count before the end of the year.~~ This agreement will automatically renew for each year thereafter at the then prevailing rates, or as otherwise stated, unless cancelled by either party in writing at least 30 days prior to the expiration date. ~~If cancellation occurs prior to anniversary date, liquidated damages of 6 times the monthly fee or an amount equal to parts and supplies used for 6 months prior will be invoiced.~~
- 5) The amount of the charges under this agreement shall be licensed by the amount equal to any applicable tax now or hereafter assessed, levied, or imposed by the federal, state, or local authority, on such charges, on this agreement upon the service rendered or parts supplied. Additional fees and surcharges may apply.
- 6) This agreement does not cover:
 - a) Service necessitated by the malfunction of Non-Original Manufacturer's Equipment parts, supplies, attachments, or supplies not authorized by CEI.
 - b) Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents.
 - c) Exterior hardware including: door, covers, hinges, operation panel, stands, wheels, castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost or damaged.
 - d) Exterior or add-on copy counting or monitoring devices (i.e. Hecon, Equitrac, ecopy, etc.).
 - e) Major in-shop rebuilding for machines that have exceeded their manufacturer's recommended life.
 - f) Circuit board failures unless a CEI approved surge protection device is installed inline with the listed equipment. Surge protection can be purchased through CEI at a one-time cost per machine.
 - g) Replacement or repair of any network devices not directly involved with the walk-up copying process. (i.e. controllers, (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, network harnesses or cards.) A separate service agreement may be purchased for the items listed in 6g.
 - h) Calibration of the Fiery Print Controller, CREO Print Controller, Micropress Device or any other 3rd party print controller that will interface with the networked copier equipment.
 - i) Service or repair of optional print server/monitor offered by CEI to be used with any wide format printing and scanning system – any print server/monitor that is provided is covered only by manufacturer warranty.
- 7) Customer agrees to:
 - a) Provide suitable electrical service and maintain proper environmental conditions.
 - b) Pay for the special servicing that may be required to prepare the equipment for movement or to reinstall and adjust after a movement.
 - c) Provide CEI with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. ~~Pay additional 002 cents per scan when scans exceed agreement minimum or actual print usage.~~
 - d) Expense incurred for supplies consumed in the course of service performed by CEI technical personnel or damaged/misused by the customer are non-recoverable and replenishment of such supplies is the sole responsibility of the customer, as well as freight expenses for supplies.
 - e) Pay CEI its reasonable attorney fees, plus court costs and out-of-pocket expenses, incurred in enforcing this agreement.
- 8) CEI is not responsible for delays of service due to manufacturers' non-availability of the customer parts or supplies necessary to complete such service as described in this agreement. CEI may use any parts appropriate for a safe and complete repair, including manufacturer's modifications.
- 9) This agreement is non-transferable, non-refundable, & becomes void upon sale or transfer of equipment. CEI may apply any unused portion of the annual maintenance charges toward future purchase with CEI.
- 10) CEI may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past-due balance for services rendered and/or products sold of more than 60 days from date of invoice.
- 11) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances.

Customer specifically agrees that NO OTHER representative, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relayed in the making of this agreement.



CEI - The Digital Office
8701 Brickell Ave. P.O. Box 90635 | Raleigh, NC 27617
Tel:(919) 781-8885 | Fax:(919) 781-0222

Order Date: 07/30/2018
Delivery Date:
Sales Rep: Darren McCarver

SALES ORDER FORM

CUSTOMER INFORMATION BILL TO:	CUSTOMER INFORMATION SHIP TO (if different):
TOWN OF ARCHER LODGE 14094 BUFFALO RD. CLAYTON, NC 27527 (919) 359-9727	TOWN OF ARCHER LODGE 14094 BUFFALO RD. CLAYTON, NC 27527 (919) 359-9727 Kim Batten

MAIN CONTACT	PHONE	CELL	EMAIL	CUSTOMER PO
Kim Batten	(919) 359-9727		kim.batten@townofarcherlodge.com	
ITEM # /	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
A7R0011X001	Konica Minolta C258	1		
A85GWY2	DF-704 Dual Scan Document Feeder	1		
A883011	FK-514 Fax Kit (Supports 1st and 2nd fax line - no mount kit required)	1		
A2YUWY2	FS-533 Finisher (50-sheet inner staple finisher)	1		
A3EUW12	PK-519 Punch Kit (2/3 hole - for FS-533)	1		
7640018680	DK-510 Enhanced Copy Desk	1		
	60 month fmv lease - \$89.17 per month + taxes			
	CEI will provide deliver, network installation & setup, and training at no additional cost.			
	CEI will return the Canon copier system to the leasing company at no additional cost.			

Special Instructions:

Comments: Commercial Equipment Inc. herein referred to as ("CEI"), hereby sells to the Customer, identified by its signature on this Contract, the equipment described in this Contract, subject to the terms and conditions on each page of this Contract, and the customer in consideration thereof, acknowledges and agrees as follows:

CEI and Customer hereby agree that this Contract shall be governed by and construed under the laws of the State of North Carolina. In the event that the Customer fails to make payment to CEI pursuant to the terms of this contract, Customer, its heirs, assigns, and successors in interest thereby agree to pay CEI for any and all collection costs and/or expenses incurred by CEI in the collection of any sum due under the terms of this Contract, including but not limited to reasonable attorney's fees. Items listed above remain property of CEI until payment in full is received.

AUTHORIZED SIGNATURE: (Customer)

TITLE

DATE



TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
JULY 31, 2018

GENERAL FUND

REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	654,600.00	8,018.99	8,018.99	1.23%
SALES TAXES	164,010.00	0.00	0.00	0.00%
FRANCHISE TAXES	155,000.00	0.00	0.00	0.00%
ALCOHOL BEV TAXES/JO CO ABC DIST	45,000.00	0.00	0.00	0.00%
PERMITS AND FEES	3,000.00	150.00	150.00	5.00%
FEE IN LIEU OF RECREATION	20,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	52,000.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUES	150.00	0.00	0.00	0.00%
INVESTMENT EARNINGS	12,000.00	1,721.09	1,721.09	14.34%
TRANSFER IN FROM CAPITAL RESERVE	25,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	25,000.00	0.00	0.00	0.00%
	1,155,760.00	9,890.08	9,890.08	0.86%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,320.00	8,514.00	8,514.00	22.81%
ADMINISTRATION	248,730.00	21,296.07	21,296.07	8.56%
JO CO TAX COLLECTION FEES	18,000.00	259.97	259.97	1.44%
LEGAL	15,000.00	0.00	0.00	0.00%
PROPERTY TAXES	100.00	0.00	0.00	0.00%
PUBLIC BUILDINGS	74,040.00	3,449.36	3,449.36	4.66%
PEG MEDIA PARTNERS	52,000.00	0.00	0.00	0.00%
PUBLIC SAFETY	290,500.00	0.00	0.00	0.00%
TRANSPORTATION-PUBLIC WORKS	66,500.00	438.30	438.30	0.66%
PLANNING & ZONING	98,905.00	6,652.91	6,652.91	6.73%
CULTURAL & RECREATION	70,000.00	28,750.00	28,750.00	41.07%
DEBT SERVICES	48,665.00	0.00	0.00	0.00%
TRANSFER TO CAP RESERVE	25,000.00	0.00	0.00	0.00%
TRANSFER TO PARK RESERVE	111,000.00	0.00	0.00	0.00%
	1,155,760.00	69,360.61	69,360.61	6.00%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(59,470.53)	(59,470.53)	

Kim P. Batten
FINANCE OFFICER

Kim P. Batten



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
JULY 31, 2018**

GENERAL FUND 10				
REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	654,600.00	8,018.99	8,018.99	1.23%
SALES TAXES	164,010.00	0.00	0.00	0.00%
FRANCHISE TAXES	155,000.00	0.00	0.00	0.00%
ALCOHOL BEV TAXES/JO CO ABC DIST	45,000.00	0.00	0.00	0.00%
PERMITS AND FEES	3,000.00	150.00	150.00	5.00%
FEE IN LIEU OF RECREATION	20,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	52,000.00	0.00	0.00	0.00%
MISCELLANEOUS REVENUES	150.00	0.00	0.00	0.00%
INVESTMENT EARNINGS	12,000.00	1,721.09	1,721.09	14.34%
TRANSFER IN FROM CAPITAL RESERVE	25,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	25,000.00	0.00	0.00	0.00%
TOTALS	1,155,760.00	9,890.08	9,890.08	0.86%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	37,320.00	8,514.00	8,514.00	22.81%
ADMINISTRATION	248,730.00	21,296.07	21,296.07	8.56%
JO CO TAX COLLECTION FEES	18,000.00	259.97	259.97	1.44%
LEGAL	15,000.00	0.00	0.00	0.00%
PROPERTY TAXES	100.00	0.00	0.00	0.00%
PUBLIC BUILDINGS	74,040.00	3,449.36	3,449.36	4.66%
PEG MEDIA PARTNERS	52,000.00	0.00	0.00	0.00%
PUBLIC SAFETY	290,500.00	0.00	0.00	0.00%
TRANSPORTATION-PUBLIC WORKS	66,500.00	438.30	438.30	0.66%
PLANNING & ZONING	98,905.00	6,652.91	6,652.91	6.73%
CULTURAL & RECREATION	70,000.00	28,750.00	28,750.00	41.07%
DEBT SERVICES	48,665.00	0.00	0.00	0.00%
TRANSFER TO CAP RESERVE	25,000.00	0.00	0.00	0.00%
TRANSFER TO PARK RESERVE	111,000.00	0.00	0.00	0.00%
TOTALS	1,155,760.00	69,360.61	69,360.61	6.00%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(59,470.53)	(59,470.53)	

CAPITAL RESERVE FUND 30				
REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	673.23	673.23	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	673.23	673.23	#DIV/0!
EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	0.00	0.00	0.00	#DIV/0!
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		673.23	673.23	

PARK RESERVE FUND 31				
REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	422.66	422.66	#DIV/0!
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#VALUE!
TOTALS	0.00	422.66	422.66	#DIV/0!
EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	0.00	0.00	0.00	#DIV/0!
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	0.00%
TOTALS	0.00	0.00	0.00	#DIV/0!
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		422.66	422.66	

Kim P. Batten

FINANCE OFFICER



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD ENDING JULY 31**

GENERAL FUND				
REVENUES		Jul-18	Jul-17	DIFFERENCE
	AD-VALOREM TAXES	8,018.99	6,956.96	1,062.03
	SALES TAXES	0.00	0.00	0.00
	FRANCHISE TAXES	0.00	0.00	0.00
	ALCOHOL BEV TAXES/JO CO ABC DIST	0.00	3,253.68	(3,253.68)
	PERMITS AND FEES	150.00	70.00	80.00
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PEG CHANNEL SUPPORT	0.00	0.00	0.00
	MISCELLANEOUS REVENUES	0.00	0.00	0.00
	INVESTMENT EARNINGS	1,721.09	680.13	1,040.96
	TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
	FUND BALANCE APPROPRIATION	0.00	0.00	0.00
				0.00
		9,890.08	10,960.77	(1,070.69)
EXPENDITURES		Jul-18	Jul-17	DIFFERENCE
	GOVERNING BODY	8,514.00	5,567.00	2,947.00
	ADMINISTRATION	21,296.07	15,401.57	5,894.50
	JO CO TAX COLLECTION FEES	259.97	216.91	43.06
	LEGAL	0.00	0.00	0.00
	PROPERTY TAXES	0.00	0.00	0.00
	PUBLIC BUILDINGS	3,449.36	3,003.91	445.45
	PEG MEDIA PARTNERS	0.00	0.00	0.00
	PUBLIC SAFETY	0.00	0.00	0.00
	TRANSPORTATION-PUBLIC WORKS	438.30	445.44	(7.14)
	PLANNING & ZONING	6,652.91	5,347.42	1,305.49
	CULTURAL & RECREATION	28,750.00	12,500.00	16,250.00
	DEBT SERVICES	0.00	0.00	0.00
	TRANSFER TO CAP RESERVE	0.00	0.00	0.00
	TRANSFER TO PARK RESERVE	0.00	0.00	0.00
		69,360.61	42,482.25	26,878.36
	Y-T-D INCREASE (DECREASE)	(59,470.53)	(31,521.48)	(27,949.05)


FINANCE OFFICER

Kim P. Batten