



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, May 7, 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:

- 4 - 34 4.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
 - [Regular Council - 05 Mar 2018 - DRAFT](#)
 - [Work Session - 19 Mar 2018 - DRAFT](#)
 - [Regular Council - 02 Apr 2018 - DRAFT](#)
 - [Work Session - 16 Apr 2018 - DRAFT](#)
- 35 4.b. Budget Amendment (BA 2018 03)
[BA 2018 03](#)
- 36 - 96 4.c. Evo Studios, Inc. (EvoGov) Website Project Master Services Agreements
Evo Studios, Inc. (EvoGov) Proposal for the Town of Archer Lodge, NC
[Evo Studios, Inc. Website Project Master Services Agreements](#)
[Evo Studios, Inc. Proposal for the Town of Archer Lodge, NC](#)

5. ARCHER LODGE VOLUNTEER FIRE DEPARTMENT (ALVFD)

~ Chief Phillip Driver

6. DISCUSSION AND POSSIBLE ACTION ITEMS:

- | | |
|-----------|--|
| 97 - 101 | 6.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
NCDOT Agreement 7879 Archer Lodge |
| 102 - 103 | 6.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)
Resolution# AL2018-05-07a Supporting Obligation to the Municipal Reimbursement Agreement with NCDOT for Bike Ped Plan |
| 104 - 153 | 6.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)
Resolution# AL2018-05-07b Town of Archer Lodge Personnel Policy |
| | 6.d. Discussion and Consideration of Adopting the Town of Archer Lodge Classification and Pay Plan as provided by The MAPS Group |
| 154 - 156 | 6.e. Discussion and Consideration of Service Agreement between the Town of Archer Lodge and N-Focus for FY2019.
N Focus FY 19 Proposal |
| | 6.f. Discussion and Consideration of Landscape Management Services for FY2019 & FY2020 <ul style="list-style-type: none">• Period beginning July 1, 2018 and ending June 30, 2020 |
| | 6.g. Discussion and Consideration of Cleaning Services for FY2019 & FY2020 <ul style="list-style-type: none">• Period beginning July 1, 2018 and ending June 30, 2020 |
| 157 - 159 | 6.h. Discussion and Consideration of the Floor Design for Town Hall Expansion Project as provided by MS Consultants, Inc.
MS Consultants Town Hall Design Option 2 |

7. TOWN ATTORNEY'S REPORT:

8. ADMINISTRATIVE CONSULTANT'S REPORT:

9. FINANCIAL/TOWN CLERK'S REPORT:

160 - 164

- 9.a. April 30, 2018 Financials & Year-to-Date Comparison
(FY17 & FY18)
[APRIL 2018 & FYTD](#)
[APRIL 2018 & FYTD - ALL FUNDS](#)
[YTD COMP 04.30.18](#)

10. PLANNING/ZONING REPORT:

11. VETERAN'S COMMITTEE REPORT:

12. MAYOR'S REPORT:

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

14. ADJOURNMENT:



**Regular Council - Minutes
Monday, March 5, 2018**

COUNCIL PRESENT:

Mayor Mulhollem
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

STAFF PRESENT:

C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Bob Clark, Planning/Zoning Administrator
Joyce Lawhorn, Deputy Clerk

COUNCIL ABSENT:

Mayor Pro-Tem Castleberry

SPECIAL GUESTS:

Gary McConkey, EWT/PEG
Jeff Brooks, AIA, MS Consultants, Inc.
Cub Scout Pack 421, White Oak Baptist Church

1. WELCOME/CALL TO ORDER:

a) Invocation

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

Mayor Mulhollem recognized Cub Scout Pack 421 of the White Oak Baptist Church and thanked them for attending.

b) Pledge of Allegiance

Cub Scout Pack 421 led the Pledge of Allegiance to the US Flag.

2. APPROVAL OF AGENDA:

a) Mayor Mulhollem requested that Item 5.c. be removed for further investigation.

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Approved Agenda with change noted above.

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 read an excerpt from the Netflix series "The Crown."

The information shared explained the value that Queen Elizabeth learned at age 10 by taking an oath and being anointed as Arch Bishop and later becoming Monarch of the British Empire.

4. CONSENT AGENDA:

**a) Approval of Minutes:
 05 Feb 2018 Regular Council Meeting Minutes**

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

CARRIED UNANIMOUSLY

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) 2019 Urban Archery Renewal

Mayor Mulhollem open the floor for discussion. Council Member Jackson stated that he hasn't had any complaints, and thought it would be a good way to keep deer under control. No further discussion.

2019 Deer Urban Archer Season Renewal Form appears as follows:



Deer Urban Archery Season Renewal Form

(January 12 - February 17, 2019)

February 2, 2018

Mayor Matt Mulhollem
14094 Buffalo Road
Clayton, NC 27527

Name of Municipality: Town of Archer Lodge

County: Johnston

Name of Representative: Matthew (Matt) B. Mulhollem, Mayor

Address: 14094 Buffalo Road, Clayton, NC 27527

Phone #: 919-359-9727

Do you wish to participate in the 2019 Deer Urban Archery Season (January 12 – February 17, 2019)?

Yes ☒ No ☐

It is Wildlife Management policy to provide a complete list of participating municipalities to the hunting public in the Regulations Digest. Please indicate the phone number and/ or website to be listed in the 2018-2019 Inland Fishing, Hunting, and Trapping Regulations Digest (Please Print)

Phone Number: 919-359-9727

Website: townofarcherlodge.com

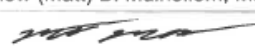
Are there any changes to the map submitted with your participation letter?

Yes ☐ No ☒

If "Yes", please attached a new map to this form. (No larger than 11"X17")

Please print and sign the name of the representative for the Town of Archer Lodge.

Name of Representative: Matthew (Matt) B. Mulhollem, Mayor

Signature: 

Thank you for your interest in the management of our state's wildlife resources. Please complete and return this form by mail to:

Shauna Glover, Program Support
Wildlife Management Division
1722 Mail Service Center
Raleigh, NC 27699-1700

Or email: shauna.glover@ncwildlife.org


David T. Cobb, Ph.D., Chief
Wildlife Management Division
(919) 707-0050




TOWN CLERK

Applications must be received by April 2, 2018

Moved by: Council Member Jackson
Seconded by: Council Member Bruton
Approved 2019 Deer Urban Archery Season Renewal.

CARRIED UNANIMOUSLY

MARCH 5, 2018

REGULAR COUNCIL MEETING

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b) **Discussion and Consideration of Approving the Architect/Engineer Services Agreement and the Professional Services Proposal (Exhibit A) for the Town Hall Expansion by MS Consultants, Inc.**

Mayor Mulhollem open the discussion and mentioned that this agreement would authorize MS Consultants, Inc. to draft plans for the Town Hall expansion to use for RFQ's and Builders. Discussion followed.

The fully executed Architect/Engineer Services Agreement by MS Consultants, Inc. along with Exhibit A appears as follows:

A/E SERVICES AGREEMENT

This Agreement (the "Agreement") is entered into and made effective as of the 5th day of March 2018, by and between **ms consultants, inc.**, 920 Main Campus Drive, Suite 430, Raleigh, NC 27606-5213 ("Consultant") and **The Town of Archer Lodge**, 14094 Buffalo Road, Clayton, NC 27527 ("Client"). The Consultant Client are referred to collectively as the "Parties" and individually as a "Party."

In consideration of the mutual promises, covenants, and agreements contained herein, which the Parties acknowledge are good, valuable and sufficient consideration for this Agreement, the Parties, intending to be legally bound, promise, covenant and agree as follows:

- Scope of Services.** Consultant shall perform architecture and engineering services for a **single story, 1,600 SF wood framed, office addition to the existing Archer Lodge Town Hall building. The project will include a full set of permit drawings and specifications, project bidding & award, and Construction Administration services.** (the "Services") as assigned to Consultant from time to time by the Client, either verbally or via written work order directive. Such Services shall are further described in the document attached as Exhibit A.
- Standard of Care.** Consultant shall perform the services under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality.
- Term.** Consultant shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- Compensation & Payment.** For the Services described in Paragraph No. 1, Client agrees to compensate Consultant the lump sum fee of **Thirty-Four Thousand dollars and Zero Cents (\$34,000.00)** ("Compensation") plus reasonable expenses for out-of-pocket costs incurred by Consultant related to the Services. Consultant shall invoice Client on a monthly basis for the Services and shall include supporting documentation as may be requested by Client. Payments are due and payable upon presentation of the Consultant's monthly statement. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of 2.0% per month on the unpaid balance.
- Independent Contractor.** The Services of the Consultant will be provided as an independent contractor and Consultant will not be entitled to compensation as an employee, including but not limited to employee retirement benefits, vacation and sick leave and Consultant is not an employee of the Client.
- Reuse of Documents.** Documents prepared by Consultant are not intended or represented to be suitable for reuse by the Client for any other project outside the description provided of the project in this Agreement and any exhibits to it. Any reuse by Client of such documents without specific written verification and consent of the Consultant will be at the Client's sole risk without liability or legal exposure to Consultant. Client agrees to hold harmless the Consultant for any breach of this provision.
- Confidentiality.** The Client agrees to keep confidential and not to disclose any data or information provided by Consultant which is not otherwise in the public domain or required to be disclosed by order of a court or as required by law.

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8. Insurance. Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by law or as set forth herein. Commercial general liability and automobile insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than Two Million Dollars (\$2,000,000.00) on account of any one accident or occurrence; non-owned and hired auto coverage combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per occurrence. Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. All policies of insurance relating to the project shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against the Parties, or any insureds, additional insureds, or loss payees thereunder.
9. Indemnification. To the fullest extent permitted by law Consultant shall indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself), but only to the extent caused by the negligent acts or omissions of the Consultant, its subconsultant, anyone directly or indirectly employed by them or anyone for whose acts the Consultant may be liable.
10. Consequential Damages. The Client and Consultant waive indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. Successors. All provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Client and of Consultant.
12. Severability. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the Parties as indicated by any such stricken term or provision.
13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.
14. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a Party unless set forth in writing and signed by or on behalf of a Party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this paragraph.

15. Termination. This Agreement may be terminated by either Party upon written notification to the other party and effective as of the date set forth in such notification. In the event the Client terminates the Agreement, the Consultant shall immediately cease all Services and Client shall immediately compensate Consultant for Services rendered.
16. Applicable Law; Rights Cumulative. This Agreement shall be construed in accordance with the laws of the State of North Carolina, without reference to a state's conflict of law rules. All rights of the Parties hereunder shall be cumulative with all rights which the Parties hereto may have at law or in equity.
17. Third Party Beneficiaries. There are not third party beneficiaries to this Agreement.
18. Construction. The Parties acknowledge that each Party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.
19. Dispute Resolution. All disputes arising out of this Agreement shall be subject to mediation as a condition precedent to arbitration as administered in accordance with the then current rules for arbitration as established by the American Arbitration Association.
20. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall comprise one and the same document. The Parties shall accept facsimile or other electronic signatures to this Agreement and the same shall be valid as though it were an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the date set forth in the recitals above:



Consultant: Jeff Brooks, MS Consultants, Inc.



Mayor: Matthew B. Mulhollem
Client: Town of Archer Lodge, NC


Town Clerk: Kim P. Batten

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

Exhibit A



February 5, 2018

Mike Gordon, Mayor
Town of Archer Lodge, NC
14094 Buffalo Road
Clayton, NC 27527

RE: Professional Services Proposal for a New Office Addition to the Existing Archer Lodge Town Hall

Dear Mayor Gordon,

It was very nice to meet with you and C.L. Gobble regarding your design needs in Archer Lodge. We are pleased to offer this proposal to provide professional services for a new office addition to the existing Archer Lodge town hall building. We understand the mission is to break down the project into three separate phases. I have broken the fee proposal down into three separate areas to align with that approach.

SCOPE of SERVICES:

Phase I: Program Development – ms consultants will provide a preliminary office addition floor plan to determine the basic functional uses and equipment needs for the project. This includes the following items: HVAC and electrical service tie-ins, restroom layouts, existing building tie-in, preliminary elevations and site related issues. At this time the anticipated overall size of the addition is approx. 1,600 s.f. The new addition will match the width of the existing town hall building. The length of the new addition will be determined by the effective use of the building program. It is anticipated that the exterior building materials of the new addition will match the style and character of the existing town hall building.

Deliverables:

1. **Architectural Schematic Design** will include the following spaces: A Conference Room (approx. 14' x 22'), a City Manager's Office (approx. 12' x 16'), a Planning Department Office (as large as possible), a fire proof storage/vault room (approx. 8' x 12'), and 2 ADA compliant restrooms. A preliminary floor plan drawing will be submitted for Town approval. The fees under this phase include one round of revisions to the floor plan. All other revisions will be billed on an hourly basis.
2. **Preliminary Cost Estimate** for the addition and site work including all A/E design costs. The purpose is to determine a reasonable cost of construction to which the new addition and site work can be achieved. Cost averaging on a square foot basis is anticipated.
3. **Preliminary Civil Site Inspection** – ms consultants will determine potential site related challenges and recommendations to address existing site drainage problems. Site improvements will be included in the construction documents.

Offices in: Akron, Cleveland, Columbus, Youngstown, OH; Charleston, WV; Indianapolis, IN; Mechanicsburg, Pittsburgh, PA; Raleigh, NC

Phase II: Construction Documents – The CD’s will commence once the preliminary floor plan and elevations have been approved by the Town Council. The building plans and specifications will include all work for a “Competitive Bid” set of drawings. Drawings will include information from the following disciplines: Civil, Structural, Architectural, Plumbing, Mechanical, & Electrical. All design work will comply with current North Carolina Building Codes.

The project construction documents and specifications will be submitted to the Town of Archer Lodge for planning approval and Johnston County (Building Dept. & Health Department) for review and approval. Review comments will be addressed.

A Competitive Bid delivery method is anticipated and is included under this phase of the project. ms consultants will provide drawings and specifications to qualified commercial Contractors who request to bid on the project.

1. Includes (1) Pre-Bid meeting on site.
2. Includes a Bid Tabulation form to review with the Town Council.
3. Includes a Notice to Proceed letter to the General Contractor who is awarded the project.

Phase III: Construction Administration services are included in this proposal. For a project of this size and scope, I recommend a cost “per meeting” with an anticipated number of meetings throughout the construction process. The meeting fee includes the following services. Travel time to and from the project site; inspection time to review the work that has been put in place; and time for filling out a field investigation report to be submitted to the Town for review and approval.

FEE:

Compensation for the above services shall be as follows:

Phase I – Program Development: Billed on an hourly rate with a not to exceed cost of: **\$ 4,250.00**

Phase II – Construction Documents, Permitting and Bidding:
Billed as a Lump Sum Amount of: **\$ 21,500.00**

Phase III – Construction Administration: Billed at a cost of \$750 per meeting. It is anticipated that there will be 7 project meetings total:

Meeting 1: Contractor Kickoff Meeting	
Meeting 2: After foundations have been installed	
Meeting 2: P, M & E Visit	
Meeting 3: After Framing has been erected	
Meeting 4: After HVAC and electrical equipment installed	
Meeting 4: P, E & E Visit	
Meeting 5: Drywall and finishes have been completed	
Meeting 6: Arch. Project Punch out	
Meeting 6: P, M, & E Punch Out	
Meeting 7: Project Closeout	
Meeting 7: P, M, & E Project Closeout	
	<u>\$ 8,250.00</u>

Total Design Fee: \$ 34,000.00

Any other meetings or unintended conflicts that arise during the construction period will be billed at an hourly rate.

ms consultants, inc.

Expenses:

Expenses such as travel are included in the fee above. All printing charges will be billed as a reimbursable expense with no pass thru fees attached.

Schedule:

We understand that Phase I will need to be completed by Feb. 21st and that the Town would like to break ground on the new addition before the end of 2018.

Items that are not included in this Proposal:

- **Traffic Impact Analysis, Erosion Control Plan/Permit Fees (not expected,) Storm water Management Permit (not expected,) NC DOT permit plans and fees are not included in this proposal.**
- **Special Interior Design services are not included in this fee.** The drawings will indicate finish materials for floors, base, walls and ceilings.
- **Sprinkler design (not required), telecom system, data system, intercom system, or any LEED provisions are not included in this fee.**
- **Building Permit Review Fees, Utility Tap Fees (not expected,) Construction Material Testing Fees, Soil Analysis (septic) fees & Geotechnical Investigation services are not included in this fee.** These services can be added, if required, on a lump sum or hourly basis. All Permit fees and approval fees will be the responsibility of the Owner, or reimbursable at cost plus 10%.
- **Construction Cost Estimating services, Building Commissioning services, 3D Modeling services, and Furnishings and Equipment Procurement services are not included in this fee.** These services can be added, if required, on a lump sum or hourly basis.

If this proposal is acceptable to you, we will prepare a formal contract for final review and approval. Once we have received formal notice to proceed, we are prepared to proceed with Phase I 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

ms consultants, inc.

Moved by: Council Member Jackson

Seconded by: Council Member Locklear

Approved the Architect/Engineer Services Agreement and Professional Services Proposal for the Expansion of Town Hall.

CARRIED UNANIMOUSLY

- c) **Discussion and Consideration of Approving the Website Design Services with Revize, the Government Website Experts, for a five-year agreement.**

Removed from Agenda - See Item 2.

- d) **Discussion and Consideration of Two Liaisons for the Archer Lodge Fire Department**

Mayor Mulhollem began discussion regarding former Mayor Gordon and himself serving as the past two liaisons between the Town and the Archer Lodge Fire Department. He stated that he was willing to continue as a liaison and was advised by Council Member Castleberry, who was unable to attend tonight's meeting, that he was willing to be a liaison considering his past experiences with the Archer Lodge Fire Department. Discussion followed.

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Appointed Mayor Mulhollem and Mayor Pro Tem Castleberry as Liaisons

e) Discussion and Consideration of Appointing a Budget Officer and a Finance Officer

Mayor Mulhollem opened the floor for discussion to appoint a Budget Officer and Finance Officer. Considerations were mentioned for Council Member Bruton to serve as Budget Officer and Kim Batten to serve as Finance Officer. Discussion followed.

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

Appointed Council Member Bruton as Budget Officer.

CARRIED UNANIMOUSLY

Moved by: Council Member Bruton
Seconded by: Council Member Jackson

Appointed Ms. Kim Batten as Finance Officer.

CARRIED UNANIMOUSLY

f) Discussion and Consideration of a Designee for the Town of Archer Lodge on the EWTV/PEG Media Board

Mayor Mulhollem recognized Mr. Gary McConkey, Studio Director with EWTV/PEG (East Wake Television). Mr. McConkey introduced himself and shared information regarding their relationship with the Town of Archer Lodge. He mentioned that the Interlocal Agreement with the Town of Archer Lodge states that the Mayor would serve on the Board. In light of the agreement, Mayor Mulhollem asked for nominations to serve on the EWTV/PEG Media Board. Receiving no nominations, Mayor Mulhollem stated he would represent Archer Lodge on the Board and their next meeting is planned for Friday, March 9th in Garner.

g) Discussion and Consideration of an Executive Board Member and an Alternate Board Member on CAMPO

Mayor Mulhollem stated that he would be willing to serve as an Executive Board Member for CAMPO, and noted that Council Member Bruton was interested in serving as the Alternate Board Member for the Town, pending confirmation from her employer that it would not present any conflict of interest. Discussion followed.

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

Appointed Mayor Mulhollem as an Executive Board Member and Council Member Bruton, pending approval from her current employer, as an Alternate Board Member to represent the Town with CAMPO.

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

Attorney Hewett handed out information to Council Members from the UNC School of Government regarding a Mayor/Council form of government and a Council/Manager form of government to review for their next Work Session.

7. ADMINISTRATIVE CONSULTANT'S REPORT:

No Report

8. PLANNING/ZONING REPORT:

- a) **Bob Clark shared an update on the Buffalo Road Improvements and discussion followed.**
- The Curb and Gutter Improvement Project is moving fairly quickly with some preliminary ideas.
 - Resolution# AL2018-02-05 had been forwarded to NCDOT, and was informed no further action is required by the Town.
 - The placement of sidewalks, curb and gutters, the investigation of storm drainage, recognizing driveways, access points for Veteran's Memorial, and the Town Hall expansion, on Buffalo and Archer Lodge Roads, near Town Hall was discussed.
 - Mayor Mulhollem, Pastor Scott Bolton representing White Oak Baptist Church, and Dene Castleberry representing the Archer Lodge Community Center met to discuss the project plans.
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9. VETERAN'S COMMITTEE REPORT:

a) **Mr. Mike Mulhollem reported the following:**

1. ALVMC has raised \$60,000.
 2. The Memorial center piece will be 10' wide x 7' high, and approximately \$23,000.
 3. Plan is to have the Center Piece in place by November 11, 2018 for Archer Lodge Veteran's Day Service, and to commemorate the 100th Year Anniversary of World War I ending on November 11, 1918.
 4. Next Biscuit Sale will be held on March 16, 2018.
 5. Mr. Mulhollem thanked everyone for their support and donations.
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10. MAYOR'S REPORT:

a) **Mayor Mulhollem made the following remarks:**

1. He commended the Archer Lodge Fire Department for their Annual Banquet that was held on February 17th in recognizing retired and active firefighters. Council Member Jackson shared how the Archer Lodge Fire Department responded quickly to his home when on fire, and expressed how much he appreciated their services.
 2. He was pleased with the 2018 Budget Planning Session and noted that Staff is proceeding with items listed.
 3. He thanked Ms. Lawhorn for filling in for Ms. Batten while enjoying her vacation.
-

11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) **Council Member Wilson shared how his wife, Jane, and himself formed the Clayton Area Parkinson's Support Group which is registered with the Carolina Parkinson's Association, and is an affiliate of the National Parkinson's Foundation. He urged that anyone with Parkinson's or a Caregiver of a Parkinson's patient was invited to attend the meetings.**
-
- b) **Council Member Jackson reminded everyone of Daylight Saving Time on Sunday, March 11th and wished everyone a happy St. Patrick's Day and Easter. Also, he mentioned that his son complimented the new banners throughout the town.**

- c) **Council Member Locklear had received compliments on the town banners. He also shared that Mayor Mulhollem and himself participated in serving a meal to honor the Archer Lodge Firemen which was held at the Archer Lodge Community Center in February.**
-

- d) **Council Member Bruton thanked the Cubs Scouts for coming to the meeting and welcomed them back anytime. She also commended Mayor Mulhollem for doing a good job as Mayor. Mayor Mulhollem reiterated her remarks by thanking the Cubs Scouts for coming to the meeting and leading in the Pledge of Allegiance.**
-

12. ADJOURNMENT:

a) No Further Business

Moved by: Council Member Jackson

Seconded by: Council Member Locklear

Meeting adjourned at 7:39 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk



**Work Session - Minutes
Monday, March 19, 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
Joyce Lawhorn, Deputy Clerk

COUNCIL GUEST:

Becky Veazey, President, The MAPS Group
Mike Mulhollem, Co-Chairman, Archer
Lodge Veteran's Memorial Committee
(ALVMC)

MEDIA PRESENT:

None

1 WELCOME/CALL TO ORDER:

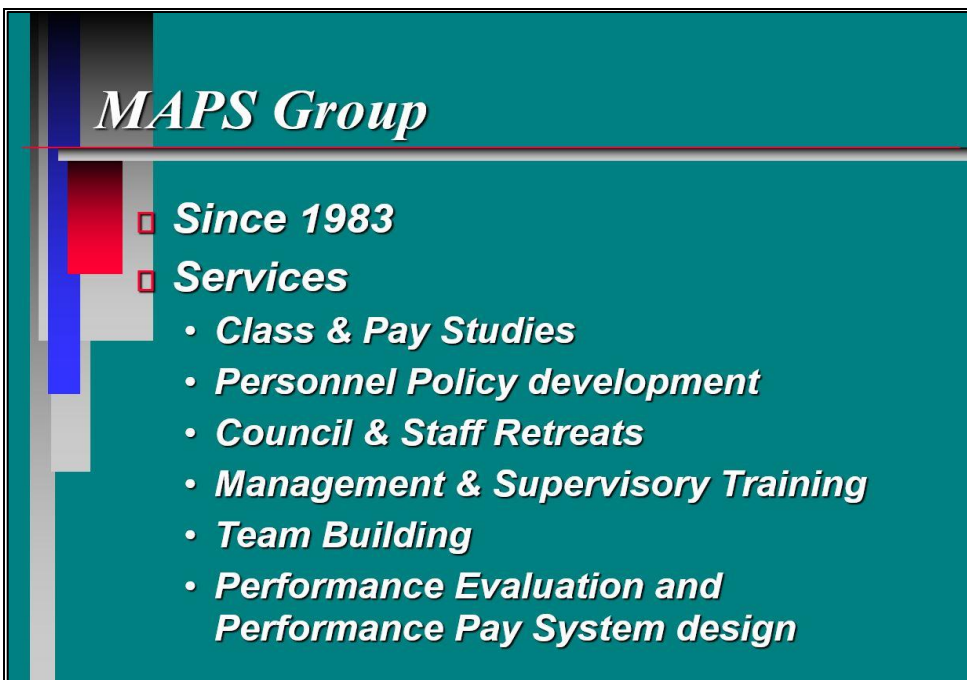
- a) **Mayor Mulhollem called the meeting to order at 6:31 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton, NC and declared a quorum was present.**
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2 ORDER OF BUSINESS:

- a) **The MAPS Group Personnel Policy and Classification/Pay Study Presentation ~ Becky Veazey, President**

Ms. Veazey shared a presentation regarding the MAPS Group (Management and Personnel Services) which explained their process and the methodology study.

The MAPS Group presentation is as follows:



MAPS Group

Services

- *Assessment Centers*
- *Selection Process Design*
- *Organizational Development*
- *Employee Engagement/Climate Surveys*
- *Personnel Officer Circuit Rider*

Clients Include:

Municipalities

- *Apex*
- *Boone*
- *Clayton*
- *Concord*
- *Forest City*
- *Henderson*
- *Hendersonville*
- *Oak Island*
- *Shallotte*

Counties

- *Alleghany*
- *Avery*
- *Currituck*
- *Harnett*
- *Hyde*
- *Iredell*
- *Mitchell*
- *Nash*
- *Person*
- *Vance*

Clients Include:

Other Agencies

- *NCLM*
- *Institute of Government*
- *Land of Sky Regional Council*
- *Central Carolina Council*
- *Eastern Carolina Council*

Non-Profits

- *Tuckaseegee Water and Sewer Authority*
- *Benson Housing Authority*
- *Wilkesboro Housing Authority*
- *Davidson Water*

Why Have Class & Pay Plan & Update it?

- ▣ ***Recruit & Retain Employees***
- ▣ ***Internal Equity***
- ▣ ***Equal Pay for Equal Work***
- ▣ ***Maximize Cost Effectiveness***
- ▣ ***Defensible System***

Classification & Range Revisions

- ▣ ***Why Do Studies?***
 - ***Jobs Change***
 - ***New Technology; New Regulations***
 - ***New Services; Reorganizations***
 - ***Market Changes at different rates for different jobs (not just COLA)***
 - ***Study updates and adjusts both classification and salary range***

Steps in Class/Pay Study

- | | |
|--------------------------------------|--|
| ▣ <i>Identify Need</i> | ▣ <i>Salary Survey</i> |
| ▣ <i>Employee Orientation</i> | ▣ <i>Complete Analysis & Write Report</i> |
| ▣ <i>Questionnaires</i> | ▣ <i>Report Draft Review</i> |
| ▣ <i>Interviews</i> | ▣ <i>Finalize Report</i> |
| ▣ <i>Analysis</i> | ▣ <i>Present to Council/Board</i> |

Methodology: Position Classification - Terminology

- ▣ ***Classification***
- ▣ ***Position***
- ▣ ***Class Specification***
- ▣ ***Employee***

These are not classification factors:

- ▣ ***Volume of Work***
- ▣ ***Length of Service***
- ▣ ***Employee Qualifications***
- ▣ ***Employee Work Performance***

Classification Factors

- ▣ ***Difficulty, Complexity & Variety of Work***
- ▣ ***Public Contact***
- ▣ ***Education & Experience Requirements***
- ▣ ***Work Environment & Hazards***
- ▣ ***Physical Effort***
- ▣ ***Supervision Given***
- ▣ ***Supervision Received***

Compensation System Components

- ▣ ***Class & Range Revisions***
- ▣ ***Annual Market Adjustment***
- ▣ ***Range Movement (Merit / Performance Pay)***
- ▣ ***Longevity Pay***

I. Class and Market Changes

- ▣ ***Jobs change:***
 - ***Reorganizations***
 - ***New services***
 - ***New technology***
 - ***New regulations***
- ▣ ***Market Changes at different rate for different jobs***
- ▣ ***Study updates classifications and market***

II. Annual Market Adjustment

- ▣ ***Cost of Living***
- ▣ ***Includes***
 - ***Consumer Price Index (CPI)***
 - ***Cost of Living in the local area***
- ▣ ***Moves hiring rate and maximum so the plan stays competitive***
- ▣ ***Helps avoid the cost of turnover***
(estimated at 66% to 125% of annual salary by US Chamber of Commerce)

III. Range Movement/ Merit/Performance Pay

□ Purpose

- *Reward High Performance*
- *Move Salaries Across the Range*

□ Trend

- *More Local Jurisdictions emphasizing pay for performance*
- *More emphasis on valid performance evaluation, training supervisors, and focusing on improvement, not just judging performance*

IV. Longevity Pay

□ Rewards & Recognizes Employees Length of Service

- *Lump Sum*
- *Fourth Priority in Pay Plan based on organizational impact*
- *Merit / Performance - versus Seniority*

□ Trend

- *Set Dollar vs Percentage*

Ms. Veazey handed each Council Member a copy of the study for review. Mayor Mulhollem open the floor for any discussion. Discussion followed and Mayor stated that it would be on a future agenda.

b) Discussion of Current Form of Government and Options

Mayor Mulhollem began the discussion regarding the forms of government and the possibility of a new part-time Administrator/Manager. Mr. Gobble recommended the new position due to the work load, duties, appointments and meetings that he's unable to complete working only one day a week. He added that family obligations over the past year have prevented him working 2 days each week as was budgeted. He further noted that Former Mayor Gordon handled 90% of administrative duties or meetings representing Archer Lodge and since his resignation, these areas aren't being addressed or handled as they should be handled by a Town. He offered insight for the near future and the many projects that will need Town supervision. Discussion followed. Mayor Mulhollem asked Council Members to be prepared for more discussion at the next Council work session, and possibly an action item at the May Regular Council Meeting.

c) Discussion of **DRAFT** Agreement between the Town of Archer Lodge and the Archer Lodge Veterans Committee regarding the Care/Maintenance of the Archer Lodge Veterans Memorial once on Town Property

Mr. Mike Mulhollem, Co-Chairman of the ALVMC, stated that the Committee reviewed the DRAFT agreement and is proposing that once the Memorial is completed, the Town will assume responsibility for the care and maintenance of the Memorial as well as maintain property and liability insurance on the Memorial. Also, once the Memorial is completed, Mr. Mulhollem added, that the ALVMC will continue brick sales for three years and after the three-year period, the ALVMC would like the Town to handle additional brick sales, if any. Mr. Mulhollem further offered a timeline of the Memorial. Discussion followed. Mayor Mulhollem directed Attorney Hewett to make changes to the Draft Agreement as was discussed and Council will review at a future meeting.

3 GENERAL UPDATES:

a) February 28, 2018 Financials & Year-to-Date Comparison (FY17 & FY18) ~ Kim Batten

Ms. Batten shared the monthly financials for period ending February 28, 2018 and noted that the fiscal year was 67% completed. She also presented a year-to-date comparison of February 2017 with February 2018. Revenues for this period had increased by 9% and expenditures were reduced by the same percentage from 2017 to 2018. She added that franchise taxes had been received from NCDOR for quarter ending December 31, 2017 and would show next month on the March financials. No further discussion.

b) Bike/Pedestrian Grant Update ~ Bob Clark

Mr. Clark announced that the Town had received an official letter from NCDOT awarding the Town of Archer Lodge with the 2018 Bicycle and Pedestrian Planning Grant.

The 2018 NCDOT Bicycle and Pedestrian Planning Grant Initiative Award letter appears as follows:



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

March 14, 2018

Kim Batten
Town of Archer Lodge
14094 Buffalo Rd.
Clayton, NC 27527

Subject: 2018 NCDOT Bicycle and Pedestrian Planning Grant Initiative

Dear Ms. Batten,

Congratulations! The North Carolina Department of Transportation is pleased to announce that the Town of Archer Lodge has been awarded a Bicycle and Pedestrian Planning Grant, as approved by the Board of Transportation.

We will be in touch within the next few weeks with additional information to explain how you will initiate and administer your planning project. This will include certain administrative procedure guidance requesting how you would like to have your plan development process administered – through the selection of a qualified consultant under contract with NCDOT or through your own consultant selection process.

The Municipal Reimbursement Agreement between the municipality and NCDOT will be sent in April or May. Please note that any funds expended prior to executing the Municipal Reimbursement Agreement and Notice to Proceed are not eligible for reimbursement.

This program offers a unique funding opportunity, and we look forward to working with you to create a plan that will improve conditions for walking and bicycling in your community. Should you have any questions, please contact John Vine-Hodge at 919-707-2607 or javinehodge@ncdot.gov.

Sincerely,

Hanna Cockburn, AICP
Director, Bicycle and Pedestrian Transportation Division

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF BICYCLE AND PEDESTRIAN
TRANSPORTATION
1552 MAIL SERVICE CENTER
RALEIGH, NC 27699-1552

Telephone: (919) 707-2600
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

Location:
ONE SOUTH WILMINGTON STREET
RALEIGH, NC

NCDOT offered to handle the administration of the Grant Process and Mr. Clark agreed; with of course input from the Town/Staff. By doing so, the Grant may be processed sooner. Discussion followed and Mayor/Council agreed for NCDOT to administer the Grant Process and the item will be placed on the consent agenda at the next Regular Council meeting for official approval.

Repairs needed to Covered Bridge Road was mentioned by Council Member Wilson and he suggested the Town write a letter to NCDOT requesting repairs to Covered Bridge Road. Mr. Clark shared that NCDOT plans to schedule a Public Information Meeting for the initial design phase of the Road Safety Improvements Project in April or May 2018. Discussion followed.

4 ADJOURNMENT:

- a) **Having no further business, Mayor Mulhollem adjourned the meeting at 8:11 p.m.**
-

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk



**Regular Council - Minutes
Monday, April 2, 2018**

COUNCIL PRESENT:

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

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 6:29 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 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: Council Member Locklear

Approved Agenda.

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

a) Mr. Mervin Jones of 123 Carrie Drive, Clayton, NC spoke to the Council regarding shootings in subdivisions & around schools.

Mr. Jones strongly encouraged that Town Council consider an ordinance preventing shooting guns in subdivisions and around schools. He expressed potential danger to citizens in these areas.

4. CONSENT AGENDA:

**a) Approval of Minutes:
24 Feb 2018 Budget Planning Retreat ~ FY 2018/2019 Minutes**

b) Approval of Granting the Administration of the Bicycle/Pedestrian Planning Grant Process to NCDOT

NCDOT's Administration of Grant Process appears as follows:

NCDOT Administration of Grant Process

- NCDOT/DBPT (Division of Bicycle and Pedestrian Transportation) has on-call a pool of seven firms with experience in bike/pedestrian planning. DBPT staff will select a firm to prepare your plan whose skills match the needs of the local jurisdiction (with input from the local government also considered). Consultant assignment will also be influenced by current workload/available staff. This is anticipated to occur in June/July (or later, depending on when the agreement is executed).
- Agreements between the locality and NCDOT will be signed in May/June. The locality will be responsible for the local match at this time.
- Plan development start date is anticipated in September/October.
- The consultant will be responsible for submitting quarterly progress reports to NCDOT.
- NCDOT-DBPT will handle all consultant invoicing and all other related documentation.
- The local government will establish the project steering committee consisting of local citizenry. A primary local contact will serve as the liaison between the locality, consultant and NCDOT. This person along with the steering committee will give principal direction to ensure the plan captures what the community desires.

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Approved Consent Agenda.

CARRIED UNANIMOUSLY

5. RECOGNITION/PRESENTATION:

- a) Administration of Oaths of Board of Adjustment Alternate Members by Honorable Mayor Mulhollem**
- **Teresa Bruton**
 - **Clyde Castleberry**

Council Members Teresa Bruton and Mayor Pro Tem Clyde Castleberry were sworn in by Mayor Mulhollem as Alternate Members on the Archer Lodge Board of Adjustment.

Ms. Bruton's Oath appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

**OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE**

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

I, **TERESA BRUTON**, do swear that I will not be influenced in any manner because of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Board of Adjustment Member according to the best of my skill, ability, and judgment; so, help me God.


TERESA M. BRUTON

Sworn to and subscribed before me
this 2nd day of April 2018


**HONORABLE MATTHEW B. MULHOLLEM
MAYOR
TOWN OF ARCHER LODGE**



Mr. Castleberry's Oath appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

**OATH OF BOARD OF ADJUSTMENT MEMBER
TOWN OF ARCHER LODGE**

I, **CLYDE CASTLEBERRY**, do solemnly swear that I will support and maintain the Constitution and laws of the United States of America; that I will be faithful and bear true allegiance to the State of North Carolina and to the Constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability; so help me, God.

I, **CLYDE CASTLEBERRY**, do swear that I will not be influenced in any manner because of personal bias or prejudice; and that I will faithfully and impartially execute the duties of my office as a Board of Adjustment Member according to the best of my skill, ability, and judgment; so, help me God.


CLYDE B. CASTLEBERRY

Sworn to and subscribed before me
this 2nd day of April 2018


HONORABLE MATTHEW B. MULHOLLEM
MAYOR
TOWN OF ARCHER LODGE



6. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of Approving the Agreement between the Town of Archer Lodge and the Archer Lodge Veterans Memorial Committee (ALVMC) regarding the Memorial once constructed

Mr. Mike Mulhollem on behalf of the ALVMC stated that the committee approved the Agreement as written with the Town of Archer Lodge.

The Approved Agreement between the Town of Archer Lodge and Archer Lodge Veterans Memorial Committee appears as follows:

NORTH CAROLINA

JOHNSTON COUNTY

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between the TOWN OF ARCHER LODGE, a municipal corporation ("Town"), of Johnston County, North Carolina and the ARCHER LODGE VETERAN'S MEMORIAL COMMITTEE, INC. (the "ALVMC") of Johnston County, North Carolina.

STATEMENT OF PURPOSE:

- A. WHEREAS, the Town has dedicated an area on Town property for construction of a public veteran's memorial for the citizens of Archer Lodge; and
- B. WHEREAS the ALVMC has been formed to raise money and sponsor events to help pay for the construction of the memorial and to oversee the layout and design of the memorial; and
- C. WHEREAS after the memorial is constructed, the ALVMC has agreed to assist the Town with brick sales to pay for the memorial.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

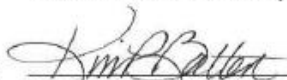
- 1. Services to be Provided and Responsibilities. During the term of this Agreement, and after the construction of the memorial is complete, the ALVMC agrees to continue with fund raising efforts to and including selling memorial bricks. Town agrees to insure the memorial and be responsible for all upkeep and maintenance.
- 2. Term. Unless otherwise terminated, this Agreement shall be for three (3) years following the completion of construction for the memorial. Notwithstanding the foregoing, this Agreement may be terminated for any reason by either party upon 60 days notice and upon such termination this Agreement shall become null and void.
- 3. Entire Agreement. This Agreement expresses, embodies and supersedes all previous understandings, agreements, and commitments, whether written or oral, between the parties with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties. This agreement is not part of any separate field lease agreement between the parties.
- 4. Governing Law. The laws of the State of North Carolina shall govern this Agreement.

5. Modification. The provisions of this Agreement may not be amended, deleted, or modified in whole or in part without the express written consent of all parties to this Agreement, which will be executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into as of the date first written herein below.

TOWN OF ARCHER LODGE:

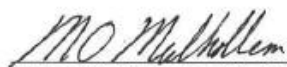
By:  (SEAL)
Matthew B. Mulhollem, Mayor

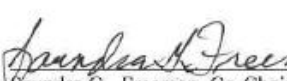
By:  (SEAL)
Kim P. Batten, Town Clerk

Date: 4/2/2018



ARCHER LODGE VETERAN'S MEMORIAL COMMITTEE, INC.

By:  (SEAL)
Michael O. Mulhollem, Co-Chairman

By:  (SEAL)
Saundra G. Freeman, Co-Chairman

Date: 4/2/18

2

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Approved the Agreement between the Town of Archer Lodge and the Archer Lodge Veterans Memorial Committee.

CARRIED UNANIMOUSLY

7. TOWN ATTORNEY'S REPORT:

a) Attorney Hewett gave an update on the following information:

- Johnston County Tax Administration confirmed with Attorney Hewett that Archer Lodge would receive delinquent property taxes.
- Attorney Hewett inquired about the status of meeting with Johnston County Emergency Management personnel regarding their process specifically with a Catastrophic event and debris removal. Ms. Batten stated that Ms. Sandy Wood had called and is reviewing her calendar to attend a work session at a future date. She noted that Kevin Madsen is no longer with Johnston County Emergency Services.

8. ADMINISTRATIVE CONSULTANT'S REPORT:

a) Mr. Gobble reported the following:

- Mr. Gobble, along with staff, met with MS Consultants regarding their draft floor plan of the Town Hall expansion project. He hoped

that both the Veterans Memorial site and the Town Hall expansion site would operate parallel.

- Mr. Gobble met with David Proper, Susan Hatchell and a PARTF staff member to strategize Park Land acquisition and the \$50,000 grant awarded from the state. He noted that Mayor Mulhollem attended another meeting with him and David Proper for an update on land.
 - Mr. Gobble reminded Council to review the MAPS Group Study and to submit questions to himself or Ms. Batten, so Ms. Veazey will have time to provide answers for the Work Session.
-

9. PLANNING/ZONING REPORT:

a) Bob Clark reported the following:

- Mr. Clark updated the funding amount of the Bicycle/Pedestrian Planning Grant to \$40,000, and the Town's match is 10%, \$4,000. He remarked that the town approved NCDOT to administer the grant process with the Town's input.
 - Mr. Clark welcomed Ms. Bruton and Mr. Castleberry as alternates on the Board of Adjustments. He mentioned that more training is planned and would communicate the possibility of any cases.
 - Mr. Clark gave an update on the Heritage and Mayfield Subdivisions, and that the "Fees In Lieu Of Recreation" have been received, which will help towards a future park.
 - Mr. Clark shared that they are researching above ground fuel storage tanks in the area, and the possibility of amending the ordinances in the future. Mayor Pro Tem Castleberry mentioned that there are tank regulations with the State.
-

10. VETERAN'S COMMITTEE REPORT:

a) Mr. Mike Mulhollem reported the following:

- The account balance is \$56,000 and recently made a \$4,000 payment for the Memorial Centerpiece.
 - The Centerpiece for the Memorial site has been ordered.
 - Met with C.L. Gobble and Bob Clark to discuss the construction of the Town Hall Expansion and the Veterans Memorial projects and working together for a better workflow.
 - A new fundraising campaign will begin by sending letters to companies in surrounding areas.
 - Current donators will receive an update letter on the status of the Veterans Memorial site and future plans.
 - Project is planned to be completed by the end of the year.
-

11. MAYOR'S REPORT:

- a) Mayor Mulhollem reiterated Mr. Gobble's report on the meeting with David Proper and is hoping for good results for the Town in the future.**
-

12. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) Council Member Wilson shared that he agreed with Mr. Jones in regard to the firing of guns within subdivisions and that it would be a good idea for the Town to research what other small towns have in place.**

-
- b) Council Member Jackson agreed with Mr. Wilson, and thought that there are some things the Town may consider, but it may take some time to implement.
-
- c) Council Member Locklear agreed that the Town should research the firing of guns in subdivisions.
-
- d) Mayor Pro Tem Castleberry agreed that the Town should research guns being fired in subdivisions and he visited some of the areas that have been reported.
-
- e) Council Member Bruton passed out the proposed budget calendar and remarked that she, the Mayor and Ms. Batten will be presenting the budget to the Council soon.
-

13. ADJOURNMENT:

a) No Further Business

Moved by: Council Member Jackson

Seconded by: Council Member Locklear

Meeting adjourned at 7:03 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk



Work Session - Minutes Monday, April 16, 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
Joyce Lawhorn, Admin. Spec./Deputy Clerk

COUNCIL ABSENT:

MEDIA PRESENT:

None

1 WELCOME/CALL TO ORDER:

- a) **Mayor Mulhollem called the meeting to order at 6:32 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Clayton NC and declared a quorum present.**

2 ORDER OF BUSINESS:

- a) **Website Design & Host Services with Evo Studios, Inc.
(aka: EvoGov) ~ Kim Batten & Joyce Lawhorn**

Ms. Batten shared that she and Ms. Lawhorn had done an extensive website vendor research which began last November 2017 as displayed in the spreadsheets on the Agenda. As a result, EvoGov seemed to offer more for less among other website vendors. She expressed appreciation and gratitude for Mr. Andy Holland, who designed the current website and maintained all the town's social media accounts. She mentioned that Mr. Holland and Ms. Lawhorn have been working together on the Town's Bluehost Website since she started with Archer Lodge in August 2017, which has been cost effective for the Town. Recently Mr. Holland relinquished the social media accounts over to Ms. Lawhorn to manage. Following a question from Mayor Pro Tem Castleberry about Mr. Holland's services, Ms. Batten confirmed that the Town will continue to utilize his services until the new website is completed.

Ms. Lawhorn shared an overview of items that were important factors during their research:

- Smooth Migration
- Good Technical Support and Training
- Accommodate Third Party Vendors (iCompass, Municode, etc.)
- Website Redesign within Four Years
- Responsive Website for Desktop and Mobile Devices
- ADA Compliant
- Secure
- Design Costs & Hosting Costs
- Translation to Spanish
- Implementation Schedule
- Banner Alert System
- Unlimited Storage

Ms. Lawhorn emphasized that the current website has served the Town well, but doesn't meet governmental requirements.

In addition, Ms. Batten mentioned that she will be considering changing the domain of the new website to ArcherLodgeNC.gov and if approved, the new domain will be a trusted site and subject to DotGov.Gov domain requirements. She stated that costs associated with Website Development and Hosting ranged from \$5,000 to as much as \$56,000. EvoGov's proposal was very reasonable.

Discussion followed. Having no rejections, Mayor Mulhollem directed Ms. Batten to place Evo Studios, Inc. (aka: EcoGov) contract and proposal under the Consent Agenda for the May 7, 2017 Regular Council meeting.

b) Landscape & Cleaning Proposals ~ CL Gobble

Mr. C. L. Gobble updated Council on the proposals received for Landscape Management Services and Cleaning Services

- **Landscape Management Services** - Two proposals received: ProTurf Landscapes, Inc., the current landscape company, and RDR Land Design, LLC, the designer of the Archer Lodge Veteran's Memorial

Mr. Gobble noted that ALCC will now be responsible for landscape services inside the fenced area (soccer field) located next to Town Hall, and the Town will be responsible for landscaping services outside of the fenced area. Because of this change, ProTurf Landscapes, Inc. revised their earlier proposal; therefore, Mr. Gobble recommended to retain ProTurf Landscapes, Inc. for Landscape Management Services for the next two-year period. Discussion followed.

- **Cleaning Services** - Four proposals received: CL Maintenance Services, LLC; iSparkle Clean; Pony Xpress Commercial Clean, LLC; and OV1 Services, Inc.

Mr. Gobble stated that the current cleaning company no longer wishes to provide these services after June 30th. He contacted some references listed on a proposal and hasn't heard from these yet. Mr. Gobble anticipates having a recommendation at the next meeting. Discussion followed.

Ms. Batten suggested placing both service contracts on the agenda for the Regular Town Council Meeting on Monday, May 7, 2018 for discussion and possible action. Mayor and Town Council agreed.

c) Budget Amendment (BA 2018 03) Explanation - Kim Batten

Ms. Batten explained BA 2018 03 (Budget Amendment). She stated that it was to appropriate or reappropriate unanticipated revenues and expenditures of \$121,600 as recorded in the amendment. A few questions followed and Mayor Mulhollem directed Ms. Batten to place BA 2018 03 under the consent agenda at the Regular Council meeting on Monday, May 7, 2018.

The proposed 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:		Matthew B. Mulhollem, Mayor		
Kim P. Batten, Town Clerk		Teresa M. Bruton, Budget Officer		

d) The MAPS Group Personnel Policy and Classification and Pay Study (Continued Discussion)

Since Ms. Becky Veazey, President of The MAPS Group, was not in attendance, Mr. Gobble began the discussion and stated that Council Member Wilson had submitted Questions/Issues regarding the Classification and Pay Plan and Personnel Policy Study she had presented at the Council Work Session held on Monday, March 19, 2018. Email reminders to submit their questions, along with the Questions/Issues from Council Member Wilson, were sent to Council, but Mr. Gobble shared that there were no others submitted to Ms. Veazey. Mr. Gobble provided Council a copy of her email response to Council Member Wilson's Questions/Issues. Mayor Mulhollem reminded Council that The MAPS Group Study clearly demonstrates a future ("blueprint") for Archer Lodge and offers insight for our current situation and current employees. Discussion followed. Ms. Batten added that Ms. Veazey plans to attend the Regular Council meeting on Monday, May 7, 2018 for any further questions. Mayor Mulhollem directed Ms. Batten to add this item to the agenda for the May 7th Regular Council meeting.

3 GENERAL UPDATES:

**a) March 31, 2018 Financials & Year-to-Date Comparison
(FY17 & FY18) ~ Kim Batten**

Ms. Batten shared the monthly financials for period ending March 31, 2018 for the General Fund, Capital Reserve Fund and the Park Reserve Fund. She stated that FY2018 was 75% completed and budget planning for FY2019 had begun. She presented a year-to-date comparison of March 2017 with March 2018. Revenues for this 12-month period had increased by approximately 14% and expenditures had reduced by approximately 8.09%. Ms. Batten explained that the Park Reserve Fund increased due to the Fees In lieu of Recreation for 40 lots that Mr. Clark had collected during March 2018. No further discussion.

**4 ADJOURNMENT:
Having no further business, Mayor Mulhollem adjourned the meeting at
8:19 p.m.**

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

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
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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:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") dated as of May 8, 2018 (the "Effective Date"), is by and between Evo Studios, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Drive, Parker, CO 80134 and its mailing address of PO Box 3641, Parker CO 80134, and Town of Archer Lodge ("Client"), with offices at 14094 Buffalo Road Clayton, NC 27527 United States .

WHEREAS Vendor offers professional services for the design, development and implementation of Internet web sites (the "Website Development Services"); and

WHEREAS Vendor offers certain information technology hosting services (the "Hosting Services") and related software applications; and

WHEREAS Client desires to engage Vendor to provide to Client certain of such Website Development Services and Hosting Services (collectively, the "Services");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions set forth herein, Vendor and Client agree as follows:

1. Background; Definitions

1.1 Background.

(a) Website Design, Development, and Implementation. Vendor shall design, develop, and implement a new website (the "Website") for Client in accordance with the specifications set forth and described in the "Statement of Work" in section 2.

(b) Hosting Services and Related Software Applications License. Vendor shall provide the Hosting Services as set forth and described in the attached Appendix A (the "Hosting Services Solution Schedule" or "Solution Schedule") and Vendor grants to Client a license to access Vendor's software application server and to use certain software applications as set forth and described in the Solution Schedule.

(c) Information Protection and Security. Vendor shall perform the development and hosting of the Website in accordance with the attached Appendix B (the "Information Protection and Security").

1.2 Incorporation; Precedence. The terms and conditions of this Agreement shall be deemed to be incorporated into and to govern each and every Appendix and other attachment thereto and each and every Statement of Work and Solution Schedule that the Parties subsequently agree to as provided herein. If any provision of any Appendix, Solution Schedule or Statement of Work conflicts with provisions of this Agreement, the terms of the applicable Appendix, Solution Schedule or Statement of Work shall govern, solely to the extent of performance of that specific Appendix, Solution Schedule or Statement of Work.

1.3 Construction. As used herein, the term "Agreement" refers collectively to this Agreement and any Appendices, Statements of Work, Solution Schedules and other attachments thereto.

1.4 Definitions. In addition to any capitalized terms defined elsewhere in this Agreement, the following terms when capitalized shall have the meanings set forth in this Section 1.4:

- (a) "Website" shall mean the newly developed website that represents the Deliverables outlined in the Statement of Work, which includes the Vendor Tasks produced by the Vendor.
- (b) "Old Website" shall mean the existing Client website as it sits before redevelopment.
- (c) "Client System" shall mean collectively any Client system, network or process of Client that may be connected to or used in connection with the Vendor Network.
- (d) "Vendor Network" shall mean collectively any Vendor systems, networks and processes that may be incorporated into or a part of the Hosting Services.
- (e) "Software" shall mean collectively any proprietary software owned by Vendor that may be incorporated into a part of the Hosting Services. This Software includes; the Evo Cloud Website Management System and all of its applications (bids, hr job postings, newsletters, etc). For a list of applications and features, please visit www.evo.cloud.
- (f) "Dropbox" shall mean a website link (at www.dropbox.com) that is provided to the Client by the Vendor. This unique link enables the Client to upload digital files for use in the construction of the website.
- (g) "Client Content" shall mean all existing content from the old website that is valid, which will need to be migrated by the Vendor into the new website. Client Content also includes all new website that the Client provides via Dropbox.
- (h) "Client Website Team Members" shall mean Client individuals designated by the Client that will provide content to build the new website, and who will also provide approvals for accuracy and completeness of specific sections of the new website.
- (i) "Client Project Manager" shall mean the person assigned to the project by the Client who has the authority to offer approvals of the Statement of Work tasks, and Client payments to the Vendor when payment milestones are reached. The Client Project Manager is also the main point of contact for the Vendor if the Vendor has difficulty contacting the Client Website Team Members.
- (j) "Vendor Tasks" shall mean the work and items listed in the Statement of Work section that the Vendor must provide to complete the Project.
- (k) "Intranet" shall mean a secondary website that will be built by the Developer for the Client, which will be a password-protected staff-only website. This second website will use the same design look and feel as the public website, but it will have its own CMS and security system that requires a staff login to access it.
- "Client Responsibilities" shall mean all Client tasks, deadlines, and specific requirements listed in the Statement of Work section that the Client is responsible for to complete the project.

2. Statement of Work

Client Responsibilities:

1. Assign the Client Project Manager for the Vendor to interact with to complete the Vendor Tasks.
2. Provide at least three website URLs that the Client admires "Admire Sites", with a brief written summary explaining which design and content features the Client Website Team Members find appealing.

3. Provide a spreadsheet of staff members to be added to the Website so that they can eventually obtain training and login to manage the website.
4. Review the written summaries of Client Website Team Member interviews as delivered by Vendor and provide Vendor any additional information that Client deems relevant to Vendor's performance of the Services.
5. Review the written summary of research as delivered by Vendor.
6. Review the list of Client's points of contact and Website directory information as delivered by Vendor and provide Vendor with any additions and modifications.
7. Ensure that Client Website Team Members receive and use the stakeholder content guide to begin to gather and prepare content for their respective sections of the new Website.

2.2 Wire Framing

Tasks – Vendor Will:

1. Consult with Client at times mutually agreeable to the Parties to create a list of Website requirements based on Client comments from the kickoff meeting, Vendor's written summaries of Client Website Team Member interviews, Vendor's written summary of research into the websites of similar municipalities and any additional information provided by Client as a result of Client's Follow-up work as set forth and described in Component 1 of this Section 1.
2. Based on the list of Website requirements developed in consultation with Client, develop a wireframe flow chart that incorporates the Website's structure, navigation menus, necessary content, audiences and goals (the "Wireframe Flow Chart"). The Wireframe Flow Chart will serve as the blueprint for development of the rest of the Website. After completion of the wireframe flow chart, additional items may be added as the project is developed without additional expense to the Client.

Deliverables:

1. List of Website requirements developed in consultation with Client.
2. The Wireframe Flow Chart will be built online using a third party application. The link to the Wireframe Flow Chart will be provided to the Client Website Team.

Client Responsibilities:

1. Review the list of Website requirements as delivered by Vendor and provide Vendor with any additions or modifications.
2. Review the Wireframe Flow Chart as delivered by Vendor and provide to Vendor notice of either all additions or modifications, or Approval of the Wireframe Flow Chart as delivered.

2.3 Design Website Prototype

Tasks – Vendor will:

1. Develop a design prototype with custom graphics that represent options for the new look of the Website home page and interior pages.
2. Meet with the Client Project Manager to review and improve the design prototype through multiple iterations.

Deliverables:

1. Design files to be offered to Client as a downloadable file after design approval.

Client Responsibilities:

1. Review the design prototype(s) as delivered by Vendor.
2. Offer feedback on the design prototype(s) as delivered by Vendor, with steps necessary to gain approval.
3. After changes to the prototype meet the approval of the Client Website Team Members, the Client Project Manager will need to provide Vendor with written Approval that designates the selected design prototype as the Approved Design Prototype.
4. Most projects have a payment due once the design prototype is approved.

2.4 Build Website

Tasks – Vendor will:

1. Develop and code the Approved Design Prototype into a functional prototype Website and provide to Client instructions for Client to access the functional prototype Website over the Internet.
2. Test the website design layout files, scripts, and code to ensure that the new website will render properly in popular web browsers, including; Google Chrome, Internet Explorer 9+, Mozilla Firefox, and Apple Safari.

Deliverables:

1. Client access to a functional prototype Website based on the Approved Design Prototype.
2. One copy of each custom graphics file incorporated into the functional prototype Website, delivered to Client via U.S. Mail or similar means on a CD-ROM.

Client Responsibilities:

1. Access and review the functional prototype Website according to instructions as provided by Vendor.
2. Provide to Vendor either notice of requests for any additions or modifications to the functional prototype Website, or Approval of the functional prototype Website as delivered.

2.5 - Content Integration

Tasks – Vendor will:

1. Load existing and newly provided digital graphics, forms, and other data (collectively, the "Client Content") provided by Client via Dropbox so that the Client Content is appropriately formatted for the redesigned Website.

2. Develop an interactive animated photo slideshow (the "Slideshow") as a feature on the redesigned Website's home page and any other pages as reflected in the agreed-upon list of Website requirements.
3. Integrate all Client Content and the Slideshow into the functional prototype Website (the "Content-Integrated Prototype Website"). Client Website Team Members will be able to add additional content to the Website at any time using the new Content Management System (CMS) after training is provided.
4. Vendor will install and configure its CMS system to better manage the Website's content. This system includes the ability to add pages, edit pages, upload images, upload files, and edit the Website's navigation systems. An administration panel will allow Client's management or administration staff to assign permissions to staff members or administrators ("Client's Authorized Users") for editing the Website.

Deliverables:

1. Client access to the Content-Integrated Prototype Website.

Client Responsibilities:

1. **Client must provide all new Client Content within 90 days of the project start date.**
2. **Outdated content from the prior website that is not to be migrated must be identified by the Client within 60 days of the project start date.**
3. **All new website content, including but not limited to; new web page written content, linked files, images, forms, pdf files, map locations, department and staff information, must be provided digitally to the vendor using the provided Dropbox account. Faxed content and content provided on paper that is sent via postal mail will not be integrated into the website.**
4. Access and review the Content-Integrated Prototype Website as delivered by Vendor and provide to Vendor either notice of all requests for additions and modifications to the Content-Integrated Prototype Website, or Approval of the Content-Integrated Prototype Website as delivered.

2.6 - Integrate CMS and Website Applications

Tasks – Vendor Will:

1. Finalize the development of Client's redesigned Website by integrating the Software. The Content-Integrated Prototype Website integrated with the Vendor systems and other tools in this Task 1 of Component 7 will be the "Fully-functional Prototype Website."
2. Prepare initial login credentials for Client's Authorized Users and instructions and documentation for Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website as hosted by Vendor pursuant to the Hosting Services Solution Schedule attached to this Agreement as Appendix A.

Deliverables:

1. List of initial login credentials for Client's Authorized Users.
2. Instructions and documentation for Client's Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website
3. Full integration of the Software.

Client Responsibilities:

1. Test the login credentials for Client's Authorized Users and provide to Vendor notice of any problems or defects with use of the login credentials.
2. Access and review the Fully-functional Prototype Website and provide to Vendor either notice of all requests for additions or modifications to the Fully-functional Prototype Website, or a written and signed Approval of the Fully-functional Prototype Website as delivered, such Approval to be delivered to Vendor via U.S. Mail or other similar means.

2.7 - Training and Initial Website Maintenance

Tasks – Vendor will:

1. Provide to Client at a time mutually agreeable to the Parties three (3) hours of training regarding management of the redesigned Website and use of the Evo Cloud Website Management System, Help desk module, email Newsletter System and Google Site Analytics (the "Initial Training"). Vendor will provide the Initial Training in one of the following formats, to be determined by Client in Client's sole discretion:
 - a. live training conducted over the Internet, provided that Client provides its own phone, computer and broadband Internet connection; or
 - b. live, personal training at Client's offices, provided that Client pay the cost of Vendor's reasonable travel expenses, such expenses to be approved in writing in advance by Client.
 - c. Upon conclusion of the Initial Training, activate the Fully-functional Prototype Website as the Internet-accessible Website (at such domain as directed by Client) pursuant to the "Hosting Services Solution Schedule" attached to the Agreement as Appendix A. The initial date of public accessibility of the fully-functional Website will be the "Go-Live Date" for purposes of this Agreement.
 - d. Provide maintenance of the redesigned Website as requested by Client, for a period of thirty (30) days from the date the Initial Training, provided that Vendor will not be obligated to perform additions or modifications that materially increase the scope of services as set forth and described in this SOW.

Deliverables:

1. The Initial Training, delivered as determined by Client.
2. Maintenance of the Website as requested by Client.

Client Responsibilities:

1. Provide to Vendor requests for maintenance of the Website.
2. Most projects have a payment due after Client Website Team Member training is completed.

3. Estimated Project Timeline

Vendor estimates the total time to complete the Vendor Tasks and to provide the Deliverables as set forth and described in Section 1 of this SOW to be no longer than twelve weeks from receipt of Initial Payment (as defined below). Any scheduling delays and/or scope changes outside of Vendor's control might affect the project timeline.

4. Price and Payment

Vendor's performance of the Vendor Tasks and provision of the Deliverables as set forth and described in Section 2 of this SOW is on a fixed price basis of \$4,500 USD payable in two installments of \$3,000 and \$1,500 USD.

In consideration for Vendor's performance of the Vendor Tasks and provision of the Deliverables as set forth and described in this SOW, Client shall pay such fixed amount of \$4,500 within thirty (30) days undisputed invoiced amounts according to the following terms:

- A payment of \$3,000 USD (the "Initial Payment"), to be – invoiced not later than seven (7) days of the Effective Date of this SOW.
- A payment of \$1,500 USD, to be invoiced not sooner than the date of the website launching on the Internet.

5. Vendor Network

5.1 Use of Services. Client may utilize any of the Services made available to Client pursuant to a Solution Schedule that Client deems appropriate, provided that such use is in accordance with the terms and conditions of this Agreement and the applicable Solution Schedule.

5.2 Client Transaction Terms and Conditions. The specific terms and conditions regarding Client's (i) transactions with its customers and suppliers conducted through Vendor's Network, or (ii) receipt of services from its customers and suppliers arranged through Vendor's Network (e.g. pricing, warranties, indemnities, etc.) and established between Client and its supplier or customer. Client acknowledges that except for Vendor's obligations stated in this Agreement, Vendor takes no responsibility for the terms and conditions Client establishes with its end users and suppliers.

5.3 Transacting Parties. Client is solely responsible for selecting and designating the parties with which it will do business. Vendor shall have no responsibility for the services of Client or its end users, nor shall Vendor be responsible for compliance with the terms of any purchase order or other agreement that Client executes with end users or a supplier to which Vendor is not a party. Vendor is not a party to, or third party beneficiary of, any contract, express or implied, solely between Client and its end users and suppliers, nor is Vendor a guarantor of performance under such contract.

5.4. Modifications. Client acknowledges that Vendor may, without prior written approval, add, delete or modify some or all of the Services at any time, provided that any corrections, repairs, upgrades, new versions, fixes, and other modifications of the Services provided or performed by Vendor will in the aggregate improve and not decrease the functionality, performance and interoperability of the Services. Any such change shall be applicable to all Vendor users. Vendor agrees to promptly notify client in writing of all additions, deletions or modifications of services.

5.5 **Malicious Intent.** Client agrees not to knowingly tamper with the software or functionality of Vendor Network or the Services. Vendor agrees not to knowingly tamper with the software or functionality of the Client System.

5.6 **Access.** Vendor will, promptly upon request, provide Client and Client's auditors and inspectors with access to all Vendor records related to the Services during regular business hours for the purpose of performing audits or inspections of Vendor's compliance with the terms of this Agreement.

6. Privacy and Security

Vendor shall maintain appropriate security measures in connection with Vendor's Network, and Client shall maintain appropriate security measures in connection with the Vendor Network and when using the Software.

These security measures include (at a minimum);

1. creating significant password challenges to gain access to the servers and software that control the data that belongs to the Client.
2. managing access control to the Client's user accounts and passwords.
3. securing backup files from unauthorized staff members and users.
4. controlling password resets for Client's staff members.
5. Using SSL secured websites whenever possible and when connecting to our servers.
6. Never sharing or distributing any of Client's data with any third party.

Without limiting the foregoing, Client shall take reasonable security measures to protect any passwords or user IDs provided to Client for use with Vendor's Network from any unauthorized use and shall ensure that only the individual to whom the password and/or user ID is issued makes use of the same. In the event such individual no longer is employed by Client or otherwise no longer is authorized to make use of Vendor's Network on behalf of Client, Client shall notify Vendor of such fact. Client acknowledges that it is responsible for all transactions made by its agents, employees and representatives using such passwords and/or user IDs. Vendor's obligations regarding privacy are set forth in the Information Protection and Security Schedule attached to this Agreement as Appendix B (the "Information Protection and Security Schedule"), such Appendix B being incorporated into this Agreement by reference.

7. Fees; Taxes

7.1 **Fees and Payment.** In consideration for the Services, Client shall pay Vendor the fees and charges set forth in each Statement of Work and Solution Schedule. Except as such Statement of Work or Solution Schedule provides to the contrary, Client shall pay to Vendor any and all undisputed amounts for which Client is invoiced within thirty (30) days of Client's receipt of such invoice.

7.2 **Taxes.** Client shall, in addition to any other amounts payable under this Agreement, pay all sales, use and other taxes imposed by any governmental authority by reason of the transactions contemplated by this Agreement; provided, however, that Client shall not be liable for any personal property taxes, franchise taxes, corporate excise taxes, workers compensation or unemployment taxes, and income taxes levied upon Vendor.

7.3 **Expenses.** Subject to any fees set forth in the applicable Statement of Work or Solution Schedule, Client shall not be responsible for Vendor's travel and out-of-pocket expenses unless approved in advance in writing by Client and incurred by Vendor and its consultants in connection with the performance of an applicable Statement of Work or Solution Schedule.

7.4 Records and Audit. At all times, Vendor will (a) maintain complete and accurate records (“Records”) related to the Services provided by Vendor to Client hereunder, including records of all amounts billable to and payments made by Client, (b) retain such Records for a period of at least seven (7) full calendar years from the date of final payment for any such Materials and Services, and (c) promptly provide supporting documentation to Client concerning any disputed invoice within ten (10) days after Vendor’s receipt of written notification of such dispute from Client. Vendor shall permit Client and its representatives, upon reasonable advance notice, to inspect and audit, during normal business hours, Vendor’s Records. Should Client request an audit, Vendor will make available all pertinent Records to Client during normal business hours and at no additional charge. Such audit shall be conducted in a manner not to unreasonably interfere with Vendor’s security policies and procedures.

8. Term and Termination

8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year from the go-live date of the Website, as described in the Statement of Work (the “Initial Term”).

This Agreement shall, upon the expiration of the applicable Initial Term or Renewal Term, automatically renew for successive periods of thirty (30) days each. Vendor will only charge Client the monthly equivalent of any recurrent fee charged in the most recently expired full twelve (12) month Renewal Term or Initial Term until such time as the Agreement is renewed or terminated. The Vendor may only terminate this Agreement effective at the end of the Initial Term or any Renewal Term, in writing, at least ninety (90) days before the end of the then-current Initial Term or Renewal Term. Upon termination of this Agreement either by the Client not renewing or by Termination for cause, all active Solution Schedules and uncompleted Statements of Work shall also be terminated unless otherwise agreed to in writing by Vendor and Client.

8.2 Termination Without Cause. Prior to completion of the Website Development Services as set forth and described in the Statement of Work, Client may terminate this Agreement without cause upon written notice to Vendor. In the event of termination without cause, Client agrees to pay Vendor all undisputed amounts for all Website Development Services performed up to the date of termination. Client will receive all work, as outlined in the Statement of Work, which has been completed up to the date of termination.

8.3 Termination for Cause. Either party may terminate a Statement of Work or Solution Schedule in the event that the other party materially breaches such Statement of Work or Solution Schedule, or this Agreement and does not cure such breach within ten (10) days after its receipt of notice from the non-breaching party. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

If the project is terminated for cause, no remaining money will be owed to the Vendor for work that is not completed and already paid for. Work underway with remaining milestones that are not completed will not need to be paid for by the Client.

Work completed in the Statement of Work by the Vendor and has already been paid for by the Client is considered completed work at each of the milestone payments. Those payments are not refundable as this is completed work that is mutually agreed upon. These milestones are described below.

For smaller projects (under \$10,000 in development costs), those milestones are the following:

1. Good Faith Payment - initial payment to begin the project. This payment is refundable until kickoff meeting is held and project is underway.
2. Design Approval Progress Payment - This invoice is sent after the design is approved by the Client. Once the design is approved, then this payment will not be refunded and the design may not be altered in a major way that would required starting over with the design process.

3. **Site Training and Launch Final Payment** - The final invoice for smaller projects is sent after the site is launched.

For larger projects (over \$10,000), those milestones are the following:

1. **Good Faith Payment** - initial payment to begin the project. This payment is refundable until kickoff meeting is held and project is underway.
2. **Design Approval Progress Payment** - This invoice is sent after the design is approved by the Client. Once the design is approved, then this payment will not be refunded and the design may not be altered in a major way that would required starting over with the design process.
3. **Site Training and Launch Progress Payment** - This invoice is sent after the majority of the content has been migrated into the new site, and the Client's staff has been trained to manage the website.
4. **Site Launch Final Payment** - The final invoice for smaller projects is sent after the site is launched.

8.4 Survival. All provisions of this Agreement, and the Appendices incorporated by reference herein, relating to warranties, confidentiality obligations, proprietary rights, limitation of liability and indemnification obligations shall survive the termination or expiration of this Agreement, along with any other right and obligations which by their nature survive the termination or expiration of this Agreement. Upon termination of this Agreement, the Client is only responsible for those outstanding fees for services that have been provided, all confidentiality requirements in Section 7, and Indemnification requirements in Section 9, even if the Agreement is terminated by either party prior to natural termination of this Agreement as stated in Section 8.1 of this Agreement.

8.5 Transition Services. Vendor agrees that upon expiration or termination of this Agreement for any reason, Vendor will provide all necessary efforts and cooperation to ensure an orderly and efficient transition of the Website and Hosting Services to Client or another supplier designated by Client, including, without limitation, provision, within ten (10) days of such termination, returning to Client all of the Client Data as provided in Section 6.3 in the format in which it is kept for use with Vendor's Services. Client agrees to pay Vendor the Vendor's reasonable hourly rate for work performed for these services. Client agrees that the Vendor's intellectual property as provided in Appendix A, will not be provided in the Transition Services. Vendor makes no warranty for the success of the transition with a third party.

9. Intellectual Property and Domain Name

9.1 Grant of License and Ownership. Vendor has licensed to Client certain intellectual property for use in connection with the Services that is the subject of a certain license agreement that is included in the Solutions Schedule attached hereto as Appendix A and incorporated herein by reference. Except for Vendor's rights in its proprietary software licensed to Client as provided in Appendix A, Vendor hereby irrevocably assigns to Client, immediately upon creation, all right, title, and interest in any intellectual property created or developed by Vendor for Client under this Agreement, including, without limitation, the Website and all content of the Website.

9.2 Trademarks, Trade Names, and Service Marks. Client and Vendor each acknowledge and agree that all trademarks, trade names or service marks (the "Marks") of one party are and shall remain the sole property of such party. Vendor and Client agree to not infringe or violate copyright and other intellectual property rights of third parties.

9.3 Client Data. Vendor acknowledges and agrees that all Client Data (including, but not limited to text, files, media, and website graphics) entered by or on behalf of Client into the Vendor's Network is and will remain

the sole property of Client. All screens, graphics, domain names, content, and data are the copyright of Client. Vendor does not retain any rights to use any materials, such as screenshots or personalized buttons, logos, and graphics, without prior written consent by Client.

9.4 Domain Name. The Client shall maintain copyright of their domain name and any other alternate domain names related to the Client. The Client agrees that it shall be responsible for the registry and renewal of such domains prior to expiry.

10. Confidentiality

10.1. Client acknowledges that the Software and other data on Vendor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Vendor. Client will safeguard the right to access the Software and other software installed on Vendor's application server using the same standard of care that Client uses for its own confidential materials. Furthermore, Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) and further agrees not to use or disclose confidential information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement. All confidential, non-public information one party receives from the other party, including Town Data (as Town's confidential information) and the Software (as confidential information of Vendor) are to be held in strictest confidence and shall not be used or disclosed to any party except those of employees and individual independent contractors of a party who are bound in writing to substantially similar obligations of confidentiality and have a need to know in order to perform or exercise rights under this Agreement.

10.2 Obligations under this Section do not apply to Software or data that: (i) is or becomes, through no act or failure to act on the part of the recipient of such Software or data, generally known or available; (ii) is known by the recipient at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the recipient by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the discloser of such Software or data. Further notwithstanding the foregoing, disclosure of Software or data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Vendor and Client mutually acknowledge that the Client is obligated to make certain information publicly available, including; proposals, contracts, financial transactions with Vendor, work provided, and other information regarding the project itself. The parties agree that this disclosed information will not include Vendor's proprietary software source code or intellectual property.

11. Representations and Warranties and Disclaimer

11.1 Authority. Each party represents and warrants that (i) it has the full power and authority to enter into this Agreement, and (ii) the execution of this Agreement by it and the performance of its obligations hereunder do not violate any other agreement by which it is bound.

11.2 Vendor. Vendor represents and warrants that: (i) it is the sole owner of or otherwise has the right to use Vendor's Marks and any data supplied to Client by Vendor; (ii) it has all the necessary equipment, and it is staffed and administratively supported in a manner sufficient, to properly fulfill Vendor's obligations hereunder; (iii) it will perform the Services in a diligent, first-class, timely, technically competent and professional manner

and in accordance with each Statement of Work, Solution Schedule and other written representations of Vendor, and within industry standards and that all materials provided by Vendor, if any, will not contain any: (a) content that contains false advertising or constitutes unfair trade or deceptive practices, or that could damage, negatively affect the reputation of, embarrass or libel Client; (b) content that does or may infringe any intellectual property right or any other right of any third party, including, without limitation, copyright, patent, trademark, domain name, moral rights, mask work rights, shop rights, rights of publicity and privacy, misappropriation or infringement of ideas or rights (including, without limitation, literary, dramatic, artistic or other property rights), and first amendment rights; (c) content that is or may be inaccurate, false, incomplete, patently offensive, illegal, pornographic, obscene or potentially dangerous or harmful in any way (collectively, the "Offending Material"); and (d) virus, backdoor or other malware that would damage or permit unauthorized access to any Client System; and (iv) any software that Vendor licenses to Client will substantially conform to and under normal use operate according to the documentation and manuals that Vendor provides to Client for such software.

11.3 Vendor Performance. Vendor warrants that the Services will be provided in a workmanlike manner, and will perform in conformity with generally prevailing industry standards. In addition, Vendor warrants that all Services will be original and use of the Services by the Client will not infringe the intellectual property rights of any third party. Vendor agrees to indemnify, defend and hold harmless Client, Client's website team members, and Client's permitted users, for, from and against any and all losses, liabilities, damages, demands, claims, costs, payments and expenses (including any and all reasonable attorney's fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties) as incurred, arising out of, or in connection with any claim, investigation, action, proceeding, allegation or demand made against Client, Client's website team members or any of its permitted users arising out of or relating to the Services infringing or misappropriating any copyright, patent, trademark, trade secret or other form of proprietary right of any third party or breaching or tortiously interfering with any license, sublicense, covenant or contract with any third party. This indemnification provision shall survive termination or expiration of this Agreement.

11.4 Client. Client warrants and represents that to the best of its knowledge it is the rightful owner or licensee of all content that it may provide to Vendor for implementation on the Website.

11.5 Privacy and Security. Vendor warrants that it will at all times provide and maintain up-to-date security for the Services, Vendor's physical facilities and Vendor's Network to prevent unauthorized access or "hacking" to the Service, and Client's Data. Vendor shall provide security for Vendor's Network and all related connections consistent with commercially available standards. Vendor acknowledges and agrees that Client's Data transmitted over the Services is proprietary and confidential to Client. Vendor further warrants that it will respect the privacy of Client's data transferred over the Services and that Vendor will under no circumstances (except to the extent necessary to provide the Services pursuant to this Agreement) access Client's Data or information sent via Vendor's Network without the prior written consent of Client. Vendor shall bind its third-party agents and its service providers to privacy and security obligations consistent with this section with respect to Client's Data.

11.6 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, VENDOR'S NETWORK, THE INFORMATION OFFERED THROUGH VENDOR'S NETWORK, OR ANY TRANSACTIONS THAT MAY BE CONDUCTED BY CLIENT THROUGH VENDOR'S NETWORK, INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

12. Indemnification

12.1 Client. To the extent permitted by NC law, Client shall indemnify, defend and hold harmless Vendor, its officers, affiliates, directors, equity holders, agents and employees from any damages, liability, judgments or costs (including reasonable attorneys' fees) arising out of or in connection with any third party claim, demand, cause of action or suit brought against Vendor to the extent based upon: (i) any false, misleading, inaccurate or erroneous data provided to Vendor by Client; (ii) a dispute between Client and its customer or supplier concerning a Transaction or Transactions, to the extent not resulting from any breach of this Agreement by Vendor or any act or omission of Vendor; (iii) Client's misuse or failure to protect the passwords and/or user IDs provided to Client for use with Vendor's Network; (iv) infringement of third-party intellectual property rights by materials, equipment or software that Client provides to Vendor and (v) Client's gross negligence or willful misconduct. Vendor may, at its discretion and at its own expense, assist in the defense of any indemnified claim through counsel selected by Vendor.

12.2 Vendor. Vendor shall indemnify, defend and hold harmless Client, its officers, affiliates, directors, management, agents, administrators and employees from any damages, liability, judgments or costs (including reasonable attorney fees) arising out of or in connection with any third party claim, demand, cause of action or suit brought against Client based upon: (i) Vendor's wrongful termination of this Agreement, (ii) unauthorized use of Client's Marks provided to Vendor; (iii) any actual or alleged infringement, misappropriation or violation of any intellectual property or proprietary right of any third party by the Services or any deliverables provided by Vendor, or arising from or related to the use by Client of the Services or any deliverables provided by Vendor; (iv) a violation of Vendor's obligations under this Agreement related to confidentiality (section 10) or privacy and security (section 6) and (iv) Vendor's negligence or willful misconduct. Client may, at its discretion and at its own expense, assist in the defense of any indemnified claim through counsel selected by Client.

12.3 Procedures. The indemnified party shall promptly notify the indemnifying party of any claims subject to this Section 9. The indemnified party further agrees to give the indemnifying party reasonable non-monetary assistance at the indemnifying party's sole cost and expense (such assistance does not require, and is without, waiver of any attorney/Client, work product, or other privilege). Any delay in notice of a claim by the indemnified party to the indemnifying party will relieve the indemnifying party of its duties under this Section 9 solely to the extent that the defense of the claim is prejudiced by the delay. The indemnifying party will not settle any claim without the prior written approval of the indemnified party unless the sole obligation of the indemnified party under the settlement is payment of a cash amount that is fully paid by the indemnifying party.

13. Limitation of Liability

13.1 Except for a party's indemnification obligations (or a breach thereof), any breach of Section 10 (Confidentiality), any breach of Section 6 (Privacy and Security), or a party's negligence or willful misconduct, or for any claims for bodily injury, death or damage to real or tangible personal property (all of the foregoing, collectively, "Excluded Claims"), neither party shall be liable to the other for any special, indirect, incidental, punitive or consequential damages (including without limitation for lost profits, revenues or data, even if that party has been advised of the possibility of such damages), arising out of or in connection with this Agreement, the Services or the use of or connection to Vendor's Network.

13.2 Except for Excluded Claims, in no event shall Client's aggregate liability in connection with this Agreement exceed the greater of: (a) the total fees due from Client under the Hosting Services Solution Schedule.

13.3 Except for Excluded Claims, in no event shall Vendor's aggregate liability in any single contract year in connection with this Agreement exceed the greater of: (a) the total fees due from Client in the twelve (12) months preceding the events giving rise to the claim or (b) \$500.

13.4 Nothing in this Agreement shall act as a waiver of the Client's tort liability limitations or immunities contained in any applicable law or regulation.

14. Miscellaneous

14.1 Relationship of the Parties. The performance by Vendor of its duties and obligations under this Agreement will be that of an independent contractor, and no agency, partnership, joint venture, employer-employee or other similar relationship between Vendor and Client is intended or created by this Agreement, any ancillary agreements or use of Vendor's Network or the Services.

14.2 Employee Solicitation/Hiring. During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

14.3 Non-assignment. Neither party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

14.4 Choice of Law. All claims arising out of or relating to this Agreement, or the breach thereof, shall be subject to the law of the State of NC.

14.5 Severability. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14.6 Force Majeure. Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event, which is defined as an event beyond a party's reasonable control, including, but not limited to fire, flood, explosion, strike (except for a strike by a party's employees), war, terrorism, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. Notwithstanding the foregoing, Vendor shall not be excused from performance of the Services by a force majeure event to the extent that compliance with Vendor's disaster recovery plan and security obligations under this Agreement will avoid any such nonperformance.

14.7 No Waiver. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of such provision or right. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

14.8 Course of Conduct. Neither the course of conduct between Client and Vendor nor trade practice shall act to modify any provision of this Agreement.

14.9 Changes in Project Scope. Client requests for changes beyond the project scope that are not explicitly addressed in the applicable Statement of Work or Services Schedule require a change order or a new Statement of Work or Services Schedule. No change order or any request for change in any Scope of Work or Services Schedule shall be valid unless authorized in writing and in advance by an authorized representative of the Client. Upon receipt of a change order request from Client, Vendor will alert Client in writing if the change order request will result in an additional fee, or a change in the project schedule. Vendor and Client may agree to terms for additional Services governed by the terms and conditions of this Agreement by executing a change order or a new Statement of Work or Solution Schedule that expressly references and incorporates this Agreement. Client will not be responsible to pay Vendor for any Services not specifically authorized by a change order, Statement of Work or Solution Schedule.

14.10 Headings. The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation thereof.

14.11 Publicity and Use of Name. If Client or Vendor wishes to issue a press release containing the other party's name or any additional information regarding the other party, the other party shall be permitted to review and make reasonable revisions to the content of such press release and may withhold its consent for any or no reason. Except for the foregoing, neither party may publicly use the other party's name, trademarks or logos without the other party's prior written consent.

To Vendor:	To Client:
Evo Studios, Inc.	Town of Archer Lodge
PO Box 3614	14094 Buffalo Road
Parker, CO 80134	Clayton, NC 27527
Facsimile: 303-536-5096	United States
Attn: John McKown, President	919-359-9727
	www.townofarcherlodge.com

14.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement. The parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., .PDF), shall be acceptable to bind the parties and shall not in any way affect this Agreement's validity. The parties intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so shall not affect this Agreement's validity in any way.

14.13 Savings. Client's failure to perform any of its responsibilities set forth in any Statement of Work or Solution Schedule (other than for non-payment of undisputed amounts) will not be deemed to be grounds for termination of this Agreement by Vendor. Vendor's nonperformance of its obligations under this Agreement will be excused (or, if practicable, the time period within which Vendor may perform an obligation shall be extended) if and solely to the extent: (i) Vendor's failure to perform, or failure to timely perform, an obligation results from Client's failure to perform or failure to timely perform its responsibilities; (ii) Vendor provides Client with prompt and reasonably detailed notice of Client's nonperformance and reasonable opportunity to cure; and (iii) Vendor uses commercially reasonable efforts to perform its duties notwithstanding Client's failure to perform.

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)	By: _____ (Authorized Signature)
Name: John McKown Title: President	Name: Matthew B. Mulhollem Title: Mayor

By: _____

Name: Kim P. Batten

Title: Finance Officer / Town Clerk

APPENDIX A - HOSTING SERVICES AND SOLUTIONS SCHEDULE

THIS HOSTING SERVICES AND SOLUTIONS SCHEDULE ("Hosting Services and Solutions" or "Appendix A"), effective as of May 8, 2018 (the "Effective Date"), is made by and between Evo Studios, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Drive, Parker CO 80134 and its mailing address of PO Box 3614, Parker CO 80134, and Town of Archer Lodge ("Client"), with offices at 14094 Buffalo Road Clayton, NC 27527

United States , (each a "Party", and together the "Parties") under the Master Services Agreement ("Agreement") between the Parties dated May 8, 2018 which is hereby incorporated. Capitalized terms used but not defined in this Appendix A will have the meanings given to them in the Master Services Agreement. This Appendix A sets forth the information protection and security measures that Vendor agrees to undertake with respect to the Services it is providing under the Master Services Agreement to which this Appendix A is attached.

1. Grant of License

Subject to the terms and conditions herein, Vendor agrees to and hereby grants Client a worldwide, non-transferable, non-sublicensable, nonexclusive license to (i) access, use and execute the Evo Cloud Website Management System (the "Software") on Licensor's application server over the Internet, and (ii) transmit data related to Client's use of the Software over the Internet. Vendor agrees to provide Client with access to and a reasonable number of copies of documentation and manuals for the Software. More information about this platform can be found online at www.evo.cloud.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Vendor shall provide Client's officers, managers, employees, agents, administrators and contractors (the "Authorized Users") access to the Software and Vendor's application server for the purposes of hosting Client's Website for general access over the Internet, Client's access to use of the Software to manage the content of Client's Website and for Client's internal business operations. Client's use of and access to Vendor's application server and the Software will be continual on a 24 hours per day basis except for interruptions by reason of scheduled maintenance, such interruptions not to limit the accessibility or functionality of Client's Website or Client's access to and use of Vendor's application server and the Software more than one tenth of one percent (.1%) of the time (measured in minutes) on a rolling three month basis, and such scheduled maintenance to take place during the hours of 11 pm to 5 am, Eastern Standard Time. Vendor will give Client at least seventy-two (72) hours' notice of any scheduled maintenance.

B. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Client. Client may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Client agrees to use the Software in a manner that complies with all applicable laws. Vendor expressly reserves all rights in the Software not expressly granted to Client herein.

C. Client will make reasonable efforts to not: (i) transmit or share identification or password codes to persons other than Authorized Users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

D. Vendor will provide an unlimited amount of server storage space (Website Storage) on the application server for Client to use for storage of data for use in connection with the Software, with the following restrictions;

- The Website Storage is to be used solely by the Client for the hosting of images, documents, forms, PDFs, and other website files that are linked from the Website for the sole purpose of providing hyperlinked content within the website for website visitors.
- The storage space is intended for the Client's use only, and is not to be used to host files for third parties.
- The Website Storage is not to be used by the Client as an archiving system for backups of their in-house computer files or server files of any type.
- The Website Storage is not to be used for large archives of optically scanned documents (i.e. TIFF format images).
- The Website Storage is not to be used for large, compressed zip file backups of other websites, database backups, or backups of any large files that are not served directly within the website.

E. Vendor will provide regular version upgrades to the Software applications at no additional cost to Client.

3. Price and Payment for Recurring Website Hosting Fees

A. Vendor shall send to Client monthly invoices for fees for the license of the Software and access to Licensor's application server: A monthly hosting fee of one hundred and fifty dollars (\$150), to be first invoiced no sooner than the Go-Live Date as set forth in Section 2 Statement of Work to the Agreement (the "Hosting Start Date"). This includes, without limitation: hosting of the Website, The Software, as well as data backups, live telephone phone support, and version upgrades to the on-demand applications. Rather than monthly invoicing, Client may choose to pay hosting fees on an annual basis, at a rate of five hundred dollars (\$500).

B. Vendor may increase its monthly hosting fee for any Renewal Term upon notice to Client at least one hundred and twenty (120) days prior to commencement of the Renewal Term, provided that Vendor may not increase its fees by a percentage of the previous Initial Term's or Renewal Term's (as the case may be) fees greater than the lesser of: (a) three percent (3%); or (b) the last recorded annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Department of Labor's Bureau of Labor Statistics (or any successor U.S. government agency).

4. Hosting Technical Support

A. Vendor will supply telephone support regarding use of the Software to Client on a reasonable and necessary basis during normal weekday business hours, excluding legal holidays. Additionally, Vendor will, if necessary, provide reasonable support to Client through electronic and/or written correspondence.

B. Vendor will supply software coding updates to ensure that the hosted website maintains compatibility with major web browsers, including; Google Chrome, Internet Explorer, Apple Safari, and Mozilla Firefox. These updates are included with the Hosting Services.

5. Term, Renewal and Termination of Recurring Hosting Services

Client may choose to subscribe to their Website Hosting services in either a month-to-month (monthly term) or a discounted annual pre-paid term (annual term).

Beginning of Hosting Term

When the work outlined in the Statement of Work in the Master Services Agreement is completed, and the

website is approved to be launched by the Client, then Hosting Services shall commence on the Hosting Start Date and continue until termination or expiration of the chosen website hosting term.

Termination Notice

Client may terminate the Hosting Services with thirty (30) days notice to Vendor at any time.

Refunds

Pre-paid annual term payments are not refundable if the Client decides to terminate hosting before the expiration of the annual term. Monthly term refunds are pro-rated using the anniversary day (billing day of the month) of the hosting account in the Vendor's billing system.

Annual Hosting Term Renewal

If the Client selects an annual hosting term, the annual term does not automatically renew for another year at its expiration. At the annual term expiration date, the Client will then have the option to pay for another one-year term, or have their hosting term changed to a monthly term. The Vendor's billing system will send an invoice for an additional term that matches the last term paid for, but again, this does not obligate the Client to another one year term.

Transfer of Website

Should Client decide to change hosting providers entirely and use another third party hosting company, then all uploaded files and design files will be provided at Client's request. The cost to provide this service would be billed hourly, and should take no more than three (3) hours at Vendor's standard hourly rates for website design (currently \$85). Vendor acknowledges that Client retains ownership the site content (including, but not limited to data, files, media, and website designs). Client hereby acknowledges that the Evo Cloud CMS application (www.evo.cloud) that runs the Website on the Vendor's Network is not transferable to a third party network. Client recognizes that some applications and content may not transfer, and would need to be rebuilt to make them active in an alternative CMS system. Vendor does not guarantee the successful migration of the entire Website to a competing web hosting software platform.

6. Technical Hosting Specifications

The software and hosting technology behind the applications is complex, and is described in detail here: <https://evogov.com/technology>. In short, the Software is hosted on Amazon Web Services (www.amazon.com/aws/) using a combination of many of Amazon's cloud services. This environment is stable, secure, and scalable for the future. Because of the automatic scaling of the application environment, the Website will not use a static IP address for hosting. Information on how the Client's domain name will point to the New Website is listed here: <https://www.evogov.com/dns>. Software features are described <http://www.evo.cloud>.

7. Email Delivery Fees

Vendor's messaging module is built into the Software, which can be used by Client to send out mass emails. The email delivery service uses a third party provider (SendGrid.com) to send out large batches of emails quickly and reliably. Vendor pays a monthly fee for this service based on the total quantity of emails sent for each of our customers. Vendor does not charge Client for emails sent from the Software for routine alerts, help desk reminders, or other back-office functions. However, mass emails sent from the Software by the Client using the newsletter system are billable at a rate of one dollar (\$1) per one thousand (1000) emails sent. This amount is invoiced by the Vendor to the Client each month, and is not included in the Hosting Fee.

8. Business Continuity Remedies

Definition:

An unwanted incident that threatens Vendor's business operations, personnel, buildings, systems, or operational procedures which requires special measures to be taken to restore things back to normal.

Vendor Guarantees:

Vendor hereby guarantees that should the Vendor cease to continue business operations permanently, all website code (including proprietary application code) and data (including, but not limited to files, media, and website designs) that are required to run the Client's new website will be provided to the Client in a timely manner so that the website can be migrated quickly and with minimum downtime to another hosting provider. This data will be transmitted digitally over the Internet from the Vendor to the Client, or to a service provider that the Client chooses. Vendor does not warranty the migration of the site or data should this happen, and shall not be expected to perform the work necessary to migrate the website for the Client free of charge. Vendor will make a best effort to assist the Client in choosing an alternative solution if this happens.

APPENDIX B - INFORMATION PROTECTION AND SECURITY

THIS INFORMATION PROTECTION AND SECURITY ("Information Protection and Security" or "Appendix B"), effective as of May 8, 2018 (the "Effective Date"), is made by and between Evo Studios, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Dr., Parker CO 80134, and its mailing address of PO Box 3614, Parker CO 80134, and Town of Archer Lodge ("Client"), with offices at 14094 Buffalo Road Clayton, NC 27527

United States , (each a "Party", and together the "Parties") under the Master Services Agreement ("Agreement") between the Parties dated May 8, 2018 which is hereby incorporated. Capitalized terms used but not defined in this Appendix B will have the meanings given to them in the Master Services Agreement. This Appendix B sets forth the information protection and security measures that Vendor agrees to undertake with respect to the Services it is providing under the Master Services Agreement to which this Appendix B is attached.

1. Ownership and Use of Client Information

Vendor acknowledges and agrees that as between Vendor and Client, Client exclusively owns all rights, title and interest in and to any information collected, created, arranged or stored by Vendor for Client under the Agreement by, through, in or on the Services, including, without limitation, any information it collects from End Users of any Client web site built or hosted by Vendor, including but not limited to the Website (collectively, "Client Information"). Vendor agrees that its access to any Client Information will be for the limited purpose of complying with its obligations under the Agreement and that Vendor may not use Client Information for any other purpose. Vendor may not modify the Client Information, merge it with other data, commercially exploit it, disclose it, provide access to it, or do anything that may in any manner adversely affect the integrity, security or confidentiality of the Client Information, other than as expressly directed by Client in writing. Vendor agrees that it may not contact any person identified in Client Information, except as required by the Agreement. Vendor will not collect any form of information from people, including, without limitation, employment candidates, unless that form of information is pre-approved in writing by Client. Vendor will at all times perform its obligations under this Agreement in such a manner as not to cause Client to be in violation of applicable privacy or security laws, rules or regulations. All Client Information will be stored only by Vendor and only within the United States of America, unless otherwise authorized in advance and in writing by an officer of Client.

2. Security Requirements

Vendor will maintain security precautions for Client's Information consistent with industry standards, including, without limitation:

- (a) complying with the Payment Card Industry Data Security Standard if credit or debit card transactions will be processed through the Services;
- (b) ensuring that any system that contains, transmits or accesses Client's Information is protected against information security failures, whether the failures originate within Vendor or externally;
- (c) monitoring, via commercially available intrusion detection products, all physical storage and electronic systems for security failures twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. Vendor will install all patches, fixes, upgrades, updates and new versions of the software used to perform the monitoring.

- (d) maintaining the security incident response process set forth in Section 3 of this Appendix B to initiate and manage immediate corrective action for any Security Incident (defined in Section 3 below) ;
- (e) ensuring that access to Client's Information is password protected and only given to select Vendor employees that are assigned to support or maintain Client Information;
- (f) ensuring that there are no default passwords that will allow access to Client's Information and limiting the number of people with system administrator access;
- (g) ensuring that in the event any Vendor employee is terminated or no longer works in the same position for Vendor, that employee's password is deactivated;
- (h) ensuring that access to all of Client Information is encrypted using at least 2048-bit SSL technology (or higher if industry standard changes) during any transmission over the internet and while residing in any electronic storage device;
- (i) promptly installing all patches, fixes, upgrades, updates and new versions of any security software Vendor employs;
- (j) immediately cooperating with any request by Client to preserve, return, transfer or destroy any Client Information; and
- (k) collecting, securing and maintaining any Client Information collected or stored by Vendor in accordance with laws governing the collection, use or storage of that information.

3. Prompt Responses to a Security Incident

If Vendor discovers that an unauthorized use, violation, compromise or breach of security (electronic or physical) involving or related to any Client Information has occurred, whether the incident originates within Vendor or externally ("Security Incident"), Vendor will (a) within one (8) hours notify The Client (with written e-mail or facsimile confirmation); (b) use continuous, commercially reasonable efforts to correct the problem within that period, or, if that is not feasible, within the appropriate time period as determined with Client; (c) provide Client with interim and final written reports as Client requires; (d) document the security incident in a detailed incident response log. In the event of any Security Incident, Client, at its option, may immediately conduct a security assessment in accordance with Section 6 below or terminate this Agreement immediately upon notice, at no cost or liability to Client. In addition, Vendor will comply and cooperate with any requests made by Client to help Client protect Client Information and reduce its liability and as necessary to comply with applicable laws. Such termination shall occur as of the date specified in Client's notice to Vendor.

4. Security Vulnerability

Vendor will maintain appropriate processes to identify and correct any weakness at the network services, operating system, application or physical level that could allow a Security Incident to occur ("Security Vulnerability"):

- (a) A Security Vulnerability will be classified as follows:
 - (i) High Risk Vulnerability: the existing environment cannot prevent or reduce the likelihood of a Security Incident occurring and the existing deficiency, if exploited, would result in a loss of confidentiality, integrity or availability of Client Information;

(ii) Medium Risk Vulnerability: the existing environment may allow a Security Incident to occur and the existing deficiency, if exploited, would result in a loss of confidentiality, integrity or availability of Client Information;

(iii) Low Risk Vulnerability: the existing environment is likely to prevent or limit the damage from a Security Incident and the existing deficiency, if exploited, is unlikely to result in a loss of confidentiality, integrity or availability of Client Information.

(b) The following are the Security Vulnerability Response and Correction Completion Times (including use of patches, if applicable) after the occurrence:

Vulnerability Type	Response Time	Work Around Implementation	Final Correction Completion Time
High Risk	one (1) hour	one (1) day	seven (7) calendar days
Medium Risk	one (1) hour	one (1) week	three (3) weeks
Low Risk	one (1) hour	two (2) weeks	one (1) month

5. Vulnerability Testing by Vendor

At least once per year, Vendor will: (a) have an independent, qualified vendor conduct internal and external vulnerability assessment and penetration testing of its electronic and physical systems and storage devices for Security Vulnerabilities; and (b) provide Client with a confidential written report identifying the testing procedure and results, any identified Security Vulnerability, and the plan of corrective action as well as a copy of the vendor's report. At least once a month, Vendor will: conduct vulnerability assessment and penetration testing of its electronic and physical systems and storage devices (including, without limitation, the Services) for Security Vulnerabilities, and will provide Client with a confidential written report identifying the testing procedure and results, any identified Security Vulnerability, and the plan of corrective action wherever Vendor has failed to correct a Security Vulnerability within the appropriate time period identified in Section 4 above. In the event Vendor fails to correct a Security Vulnerability in accordance with Section 4, it shall be deemed a breach of this Agreement without opportunity to cure and Client, at its option, may terminate the Agreement immediately upon notice, at no cost or liability to Client.

6. Client Security Assessments

Client will have the right, but not the obligation, to conduct (or cause a qualified independent third party to conduct) a security assessment, including vulnerability assessment and penetration testing of Vendor's online and offline systems ("Security Assessment") if a Security Incident or other circumstances deem it necessary, in Client's sole discretion. Client will give reasonable advance notice (except that no notice will be required when a Security Incident or Security Vulnerability has occurred), and will work with Vendor to minimize any impact on Vendor's operations. Client may require Vendor to update its technology, security procedures and policies as a result of a security assessment. Vendor agrees that if it chooses not to implement Client's requests, Client will have the right to immediately terminate the Agreement at no cost or liability to Client.

7. Incident Logs

Vendor will maintain physical and electronic logs of all Security Incidents and vulnerabilities, and make them available (including review via electronic access with appropriate security procedures) for Client to review and copy upon reasonable request and during normal business hours. Such logs will include the date of the Security Incident, a brief description of the incident including any known causes, the identity of the Vendor employee handling the issue, the name of the Client employee or administrator the Vendor employee is working with, the anticipated impact of the incident on Client, the current status of the incident investigation and a description of Vendor's response plan.

8. Virus Protection

Vendor will institute and maintain documented processes to protect against viruses and other code that interferes with Clients' or Client's Users' use of Vendor's systems, software or any interfacing hardware or software, or allows Client's Information to be revealed to anyone outside of Client without Client's prior written authorization. This process will include: (a) virus detection software installed and functioning on all systems that store or transmit Client's Information; (b) systems configured to scan all removable media inserted into the system; (c) automated processes to ensure latest virus definitions apply to all systems; (d) a documented process for continuous and timely updates of virus protection software.

9. Industry Changes

In the event any security or confidentiality obligations of Client change due to legislative or regulatory actions, industry standards, contractual obligations imposed on Client or otherwise, Vendor agrees to work in good faith with Client to promptly revise and amend this Appendix B and its security obligation, and as applicable, the Agreement, without further consideration, to ensure compliance with those revised security and confidentiality obligations. In the event Vendor fails to comply with this Section 9, Client, at its option, may terminate the Agreement immediately upon notice, at no cost or liability to Client.

10. Insurance

Vendor will obtain and maintain during the term of the Agreement: (a) commercial general liability insurance with minimum coverage of \$2,000,000 combined single limit per occurrence and a minimum annual aggregated of \$4,000,000 for bodily injury and property damage, personal injury and advertising liability including premises operations, completed operations, product liability and blanket contractual liability; and (b) worker's compensation insurance in an amount satisfying applicable laws.

Vendor will name Client, its parent, subsidiaries and affiliated corporations as additional insured parties on the general liability, network security liability, excess liability and professional liability insurance required under this Section 10. Vendor will provide Client with proof of the acquisition of all of the insurance coverage required under this Section 10 in the form of one or more certificates of insurance within five (5) business days of the Effective Date of the Agreement and at any time upon request of Client. All policies required by this Section 10 must be primary over any coverage held by Client and contain a provision that the policy will not be cancelled, failed to be renewed or materially altered without thirty (30) days' prior written notice to Client. Vendor agrees that the professional liability insurance, general liability insurance and network security insurance will be maintained for two years following the termination of this Agreement or Vendor will purchase a tail coverage policy which will provide claims-incurred coverage within the required limits set forth above for any potential matters incurred during the term of the Agreement. Vendor waives and must require its insurers to waive

all rights of subrogation of any of its insurers against Client, its parent, subsidiaries, affiliates, employees and agents, on account of any and all claims Vendor may have against Client with respect to insurance actually carried or required to be carried pursuant to the Agreement. This subrogation waiver will preclude the assignment of any insurance claim against Client its parent, subsidiaries, affiliates, employees and agents by way of subrogation to any insurer. Vendor agrees to give immediately to each appropriate insurer, written notice, if required, of the terms of this waiver, and if necessary, have said insurance policies properly endorsed to prevent the invalidation of the insurance coverage by reason of this waiver, if required by the insurance policies. Vendor will indemnify, defend and hold Client harmless against any loss or expense, including, without limitation, reasonable attorneys' fees, resulting from the failure to obtain such insurance subrogation waiver. Client reserves the right to review, and must be satisfied with, the types and level of coverage to be obtained and maintained hereunder. All insurance coverages required hereunder will be procured from insurers with an A.M. Best's performance rating of at least A- and with a financial size category of at least Class VII.

11. Additional Indemnity/Injunctive Relief

In addition to Vendor's indemnity obligations in Section 12 of the Master Services Agreement, Vendor agrees to indemnify, defend and hold harmless Client and its respective officers, directors, employees, agents, successors, and assigns, from any claims, costs, liabilities, damages or expenses (including reasonable legal defense costs) (collectively, "Losses") that arise out of a breach or alleged breach of its obligations in this Appendix B. Vendor will not settle any Losses without the prior written consent of Client. Client will have the right, but not the obligation, to participate in the defense of any Losses. Vendor agrees that in the event of any actual or threatened breach of this Appendix B, Client will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.



Town of Archer Lodge, North Carolina

To:

Kim Batten
Town of Archer Lodge
kim.batten@townofarcherlodge.com
919-359-9727

John McKown
President
Evo Studios, Inc.
jmckown@evogov.com
302.736.5515 x100

Proposal for:

Town of Archer Lodge

**Website Re-Design, Development, Implementation, CMS, and
Hosting Services**

Provided by:



Prepared For: Town of Archer Lodge Prepared By: John McKown President Prepared On: April 11, 2018	
Firm Name:	EvoGov, Inc.
Contact Person:	John McKown jmckown@evo.studio 855-386-4681 ext. 100
Federal Tax ID:	47-4542647
Address:	Evo Studios, Inc. P.O. Box 3614 Parker, CO 80134
Phone:	855-386-4681
Company Email:	sales@evo.studio
Company Website:	http://www.evogov.com (egov portfolio) http://www.evo.studio (corporation) http://www.evo.cloud (platform)
Proposal ID:	365592
Important Dates:	Proposal Dated: May 8, 2018 Expiration Date: June 1, 2018

Current Website Situation

Current Situation: Built Using WordPress

The Town of Archer Lodge is would like to redevelop their website to make it more attractive, easier to use and easier to manage using a purpose-built municipal Content Management System (CMS).

The Town of Archer Lodge's current website was built using Wordpress, which is a popular open-source blogging platform. The problem with using Wordpress to run a municipal website is that it requires many third-party plugin applications from various developers to add functionality to the website. This makes the website fragile, and can lead to the website being compromised.

Town of Archer Lodge's staff has done a great job of working with the WordPress for some time, but they would like to have the website professionally designed and hosted on a more stable and robust platform that will help them to better serve the community. A municipal CMS designed specifically for the needs of local governments will make the website more useful and reliable. The Town of Archer Lodge would also benefit greatly by having this updated website hosted on a municipal CMS platform that allows more than one department or user to manage their content in the website, without incurring additional web design fees.

A modern municipally-focused CMS will give the Town of Archer Lodge much more application functionality, such as; customer request tracking, a staff Intranet, online bill-pay functions, mapping, calendaring, and much more. This professional, custom-designed website will improve the brand and image of the city to reflect the unique heritage of the area, and will better serve the community and employees for years to come.

Benefits of replacing WordPress with a new CMS:

- **Group Level Security on Content** - Something that Wordpress can't do is enable departments to manage their own areas easily.
- **Remove Plugins** - What makes Wordpress insecure is the fact that you need many plugins from various vendors to add functionality to your website. All of our features are included without the need for plugins, making your website safer.
- **No Control Panel Software Required** - Wordpress requires use of control panel software to host it. This is usually controlled by companies like Godaddy.
- **Scalable Cloud Hosting** - CPanel servers that host Wordpress at GoDaddy and other hosts are typically not setup to scale as our cloud environment does. Control Panel software has limits for storage, bandwidth, etc. Our system includes unlimited users and storage.
- **Free SSL Encryption** - Your website will get a free SSL certificate as long as we host your website.
- **Easy To Create Sub-Sites** - We can setup additional websites using your new design for about \$10 per month. You can use these to host websites for events for small associations and non-profit organizations in your community.



Town of Archer Lodge
The Best Corner of the World

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- [Government](#)
- [Services](#)
- [Local Info](#)
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- [Contact Us](#)



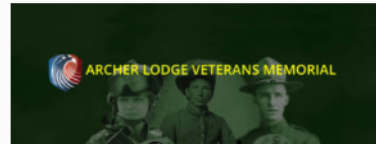
CivicWeb Portal



Local Info



Archer Lodge Veterans Memorial



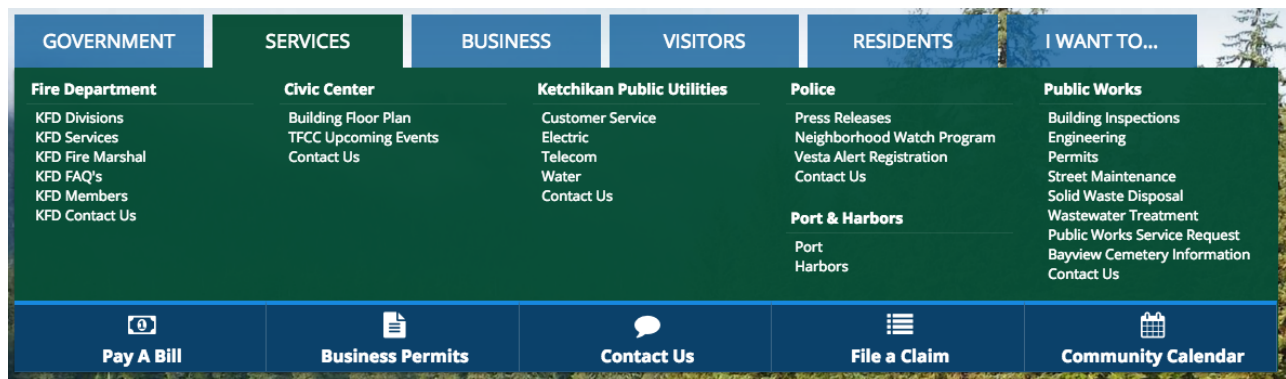
Current Website Challenges and Solutions

Existing Site Issues: Main Menu System is Inadequate

The current website has a traditional column-flyout menu system at the top of the website, and another menu that runs down the left side of the website. We would like to see the website have eight or so main selections that are based on AUDIENCES using the site, with action buttons married to those link panels. Long columns with flyouts have fallen out of fashion, because they are difficult to scan easily.

Solution: Implement a New Mega Menu System

Mega menus are a great solution to this problem. They are displayed with typically eight or fewer traditional main links across the top of the website, under the logo header. When visitors mouse-over one of the eight main link choices, a large link panel appears that is as wide as the entire website. Each "mega panel" has up to five columns of links, with headings. These menus are attractive, and they eliminate the need for multi-level flyouts. They also enable the content area to remain full-width. The menu below shows how multiple columns can be displayed at once in a mega menu, with action buttons married to the bottom of each panel.



Current Website Challenge – SSL Security

Most websites do not have SSL security by default. In other words, when you visit the website your domain name starts with "http". You can usually tell if a website is secure by the address starting with "https:" and a padlock appearing next to the site address at the top of the site.

Sites that are encrypted use SSL security certificates to encrypt content from the website visitor's computer to the server that is hosting the website. This prevents third parties from snooping on the data going back and forth.

In the past, SSL was really only used for ecommerce websites, banking websites, and sensitive online forms. With recent concern over online surveillance, it is becoming more commonplace to add SSL encryption to ALL websites, especially government websites. Google has even stated that they will rank websites higher that use SSL by default.

Currently, your website does not use SSL security by default.

Solution:

We will create SSL certificates and host them for ALL of your domain names that you host with us. This includes sub-domains and additional domain names that you might point to your website. We will install Amazon SSL certificates that use 2048 bit encryption, which is a very high level of encryption. This will make your website safer to use, and will help you to rank higher in Google for economic development benefits.

Current Challenge - PDF Forms Not Fillable or Automated

The current website has a large number of PDF forms that visitors can download and then need to print with a printer to complete. We offer several ways to automate the PDFs with our CMS. PDFs can be turned into fillable forms, that visitors can fill out electronically, and then email to your departments automatically. Another option is to use the web-based form builder, which then generates PDF files on the fly, which mimic your in-house form designs. We charge a small fee (\$100-\$400) per form, based on complexity to automate the PDF generation of these forms for you. As each person fills out the form, a PDF is sent to your departments that is completely filled out, and that form's data is also stored in a database that you can export to Microsoft Excel.

Current Site Challenge - Website Needs Interactive Maps

The current website does not include interactive maps for economic development, parks and recreation, municipal buildings, or other facilities. This makes it more difficult to learn about and find facilities. Economic development is also impacted because properties cannot be easily marketed using maps.

Solution:

Our CMS includes interactive mapping features and dedicated facilities pages for displaying your facilities. Here is a list of features that will be great for your new website:

- Google Maps integration is built-in with our CMS.
- Create layers in maps.
- Create pushpins on maps, which then link to Facilities Pages.
- Facilities pages include; photo galleries, directions, news, and events integration to each location.
- Draw boundaries on maps, outlining neighborhoods, parks, and other areas. (new for 2017).
- Draw lines on maps, and create custom maps for road construction and other uses (new for 2017).
- PostGIS geospatial database for storing map locations as native GIS data.
- Push-Pull from established GIS servers like ESRI (new for 2017).
- Create multiple maps for economic development, with their own combinations of layers:
 - business corridors
 - business parks
 - land for sale
 - businesses for sale
 - economic zones

No Content Versioning

The current website CMS does not offer versioning of content. This makes it too easy to accidentally overwrite content or delete content from the website. Most applications in the Evo Cloud platform include versioning. Design files and templates are also versioned, making it safer to update the website without fear. We will also provide a sandbox website (at no charge) to assist you in modifying your design without working on the live website files if you wish.

Existing Site Challenge - Emergency Alert System Missing

The current website has no easy way of implementing emergency alerts into the website.

Solution: Pre-Built Emergency Alert Systems

- Scrolling Alerts:
When the website is rebuilt, it should include a system for posting emergency alerts in real time. Our approach to this would be to create a scrolling message ticker that can be activated across the website with a single mouse click.
- Emergency Home Page Design
With our CMS, it is now possible to have more than one home page design, which enables you to have a

emergency home page design that is pre-built and easily deployed in case of an emergency. The emergency home page can include important safety information that is pre-programmed and ready to go. This could include slideshows and other important announcements that are normally hidden.

- Email Messaging Templates

It is possible to create templates for email messages, including emergency a

About Us

The EvoGov Story

We are a privately-held corporation incorporated as Delaware.Net, Inc. in Dover, Delaware in 1997. Our company began as a local and regional provider of design, hosting, and Internet-related solutions for businesses of all types. In the early 2000s we built our own datacenter and we created a software platform for building and hosting high-traffic websites. In 2008, we found great success in building websites for municipalities, large associations (i.e. the American Bar Association), and utility providers.

In 2010 we began a 5-year plan to focus our business mainly on municipalities. In 2012, we moved our hosting operation to a world-class datacenter to support our continued growth. In 2014 we expanded operations to include employees in Denver, CO and California. In 2016 we will move our corporate headquarters to new office in the greater Denver, Colorado area.

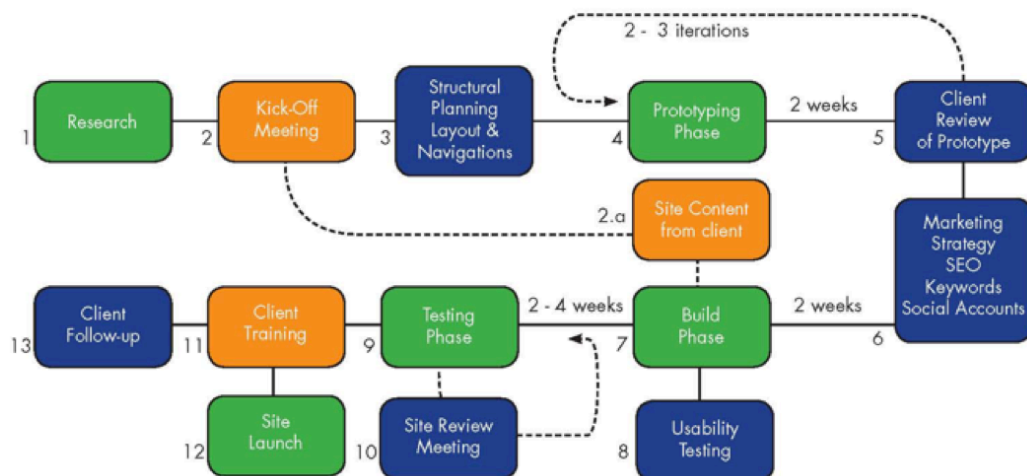
Design Methodology

Philosophy

Web technology is constantly evolving, and so to the techniques for building websites. Today's techniques for website development are very different than they were even four years ago. In our seventeen years in business, our process for planning, building, and maintaining large websites has constantly improved as we adhere to the latest standards and use the latest technologies.

Process

The experiences we have in building hundreds of high-performance websites have taught us a lot of lessons. Every project has challenges that must be overcome, but challenges and delays can be minimized with a formal project lifecycle plan, which you can see below.



Project Portal

Evogov employs a web-based project management and time tracking system that was built by our company, and that we sell commercially. If awarded your project, your website committee members will each get a login to the system. Once you log into the system, your team would have access to all notes, files, time entries, and files that are associated with your project. The system makes it easy to send us large files to be used in your project, without the need to send them as email attachments. This is one of the ways that we are able to keep projects moving along quickly.

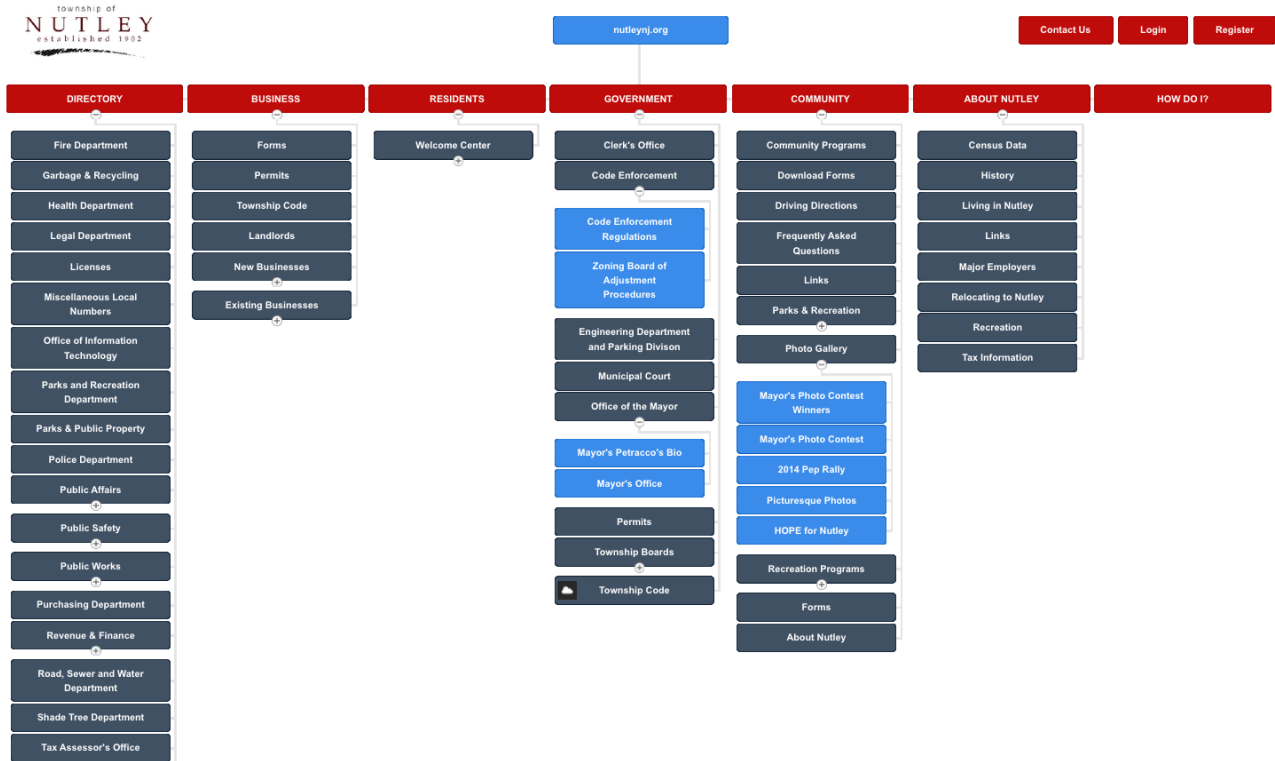
Development Methodology – Stages of Development

To ensure that the new website is everything that the municipality needs it to be, we have to look at WHY the current website is unattractive and not performing well. From our experience, we know why. Many design firms tend to create boxes on a screen, and fill them with content. This is how the current website was built. The result is a website that is made up of boxes, within boxes, within boxes, without regard to the overall interface design and usability for citizens. Our solution to this and other design problems is straightforward and proven. It is listed below.

1. **Interviews** – From the first kickoff meeting, interviews with the website stakeholders must take place to firm up the requirements, goals, and necessary content.
2. **Research** – The project cannot be built in a vacuum, so research must be performed to look at other municipal websites to make sure that important website features and strategies are not overlooked. Reports will be done against other websites to see how they are performing in terms of traffic and search engines.
3. **Wire framing** - Requirements are then prepared into a concept map (see below) to incorporate the site's structure, navigation menus, necessary content, audiences, and goals. Much like building a house, this map will serve as the blueprint that is necessary before construction will begin. The great thing about this approach is that it makes it easier to develop navigation systems that will make all content easy to reach in the website(s).
4. **Rough Drafts** – Rough sketches showing sample layouts of the website are created from the initial meetings, concept maps, research notes, and the supplied content. These sketches help to formulate a game plan for the design layout of the required prototypes. Working on paper and marker boards allows our team to work together to review the direction of the designs before work is done in Photoshop and Illustrator.
5. **Prototyping** – This is where the rubber meets the road for the design of the website. Drafts are used as inspiration for design prototypes, which are designed in Photoshop and Illustrator. Instead of working in code, designs are built with the interface in mind first.

Designing Your Site – Wireframe Planning

Wireframes are used to plan the navigations menus and how users will easily click through the website to get where they need to go. Wireframes are necessary for site planning before graphics can be finalized. Creating these navigation wireframes takes a significant amount of time, and can only be created after we are awarded a project. The example below is a portion of a wireframe from a recent project.



Responsive Website Design for Mobile and Tablets



All websites projects we build are now developed upon the most popular responsive framework named "bootstrap" (www.getbootstrap.com) and are fully responsive. What "responsive" means is that the full version of your site is available on any tablet or mobile device, regardless of the screen size and only one site is used, rather than different sites for each kind of device.

You will automatically receive a single, fully-responsive site that presents all of the content of your website on any platform or device. The responsive format is recommended by Google as the preferred solution and is completely seamless for the end-user.

Design Examples and References

Union County, Ohio - <http://www.co.union.oh.us/>

Contact

Wade Branstiter
E-Mail: wbranstiter@co.union.oh.us
Phone: (937) 645-3054
<http://www.co.union.oh.us/>

Work Performed

- Complete site overhaul
- Photo-rich design
- Mega menu navigation system
- CMS and application integration
- Mobile/responsive framework
- Live training of over 40 users.



City of Sandy, Oregon

The City of Sandy, Oregon

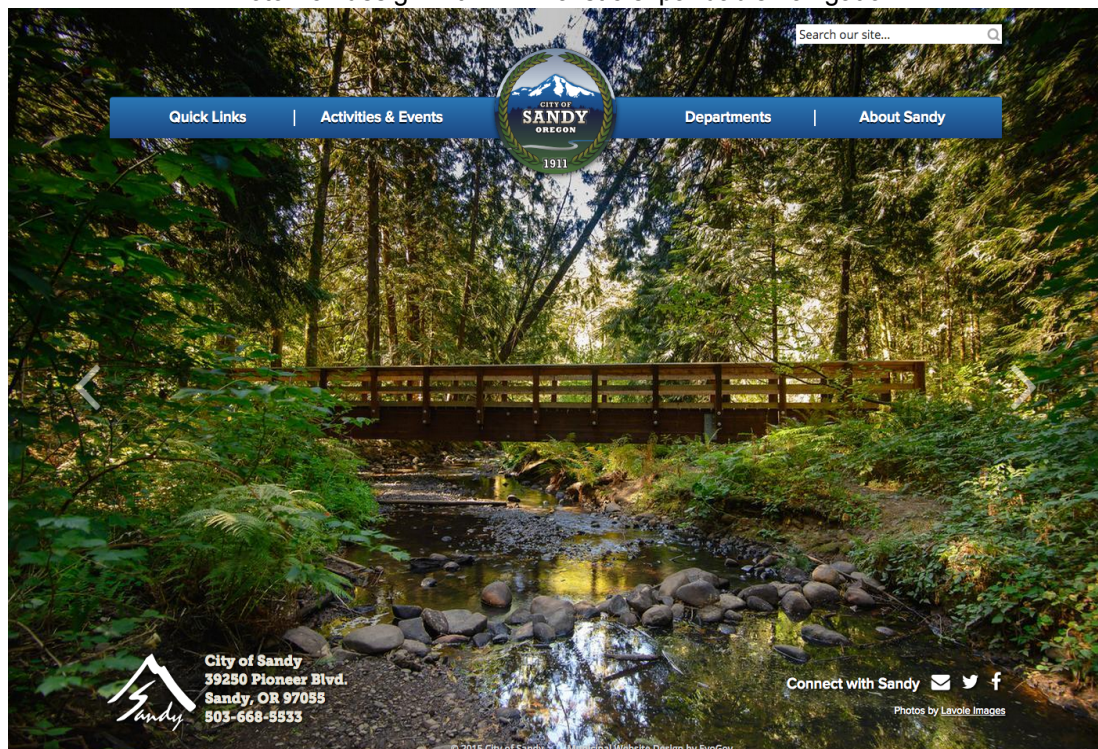
39250 Pioneer Blvd.
Sandy, OR 97055
503-668-5533

Website: <http://www.ci.sandy.or.us>

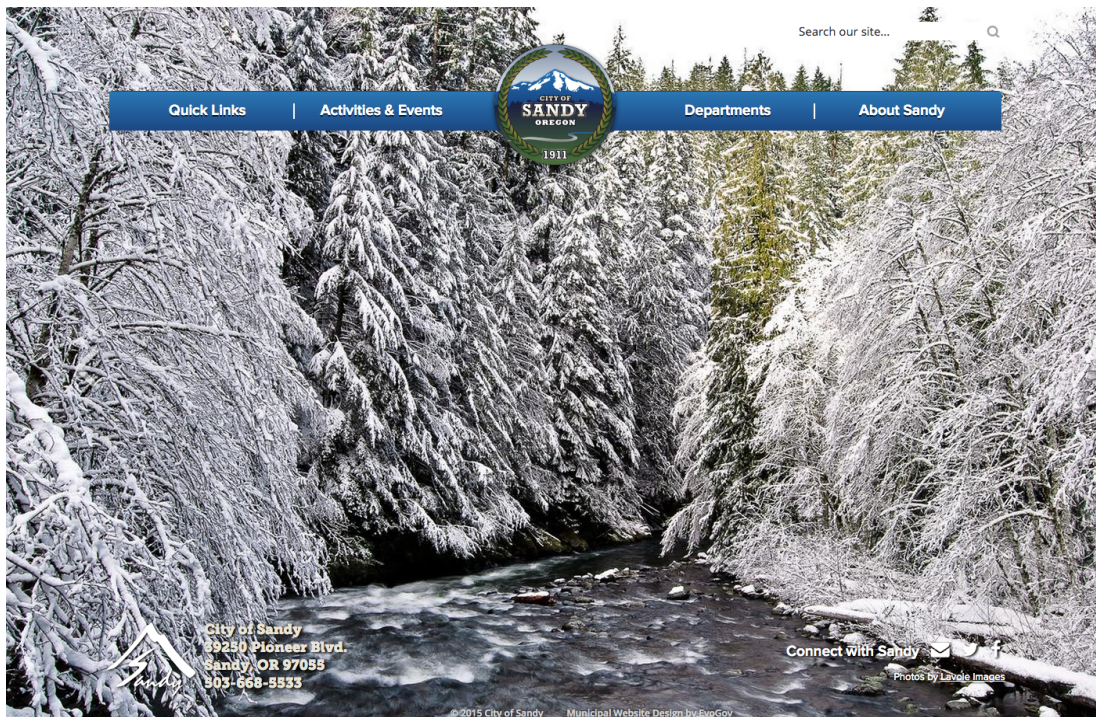
Work Performed

- Custom, photo-rich responsive design
- Full screen slideshow
- Responsive, mobile-friendly bootstrap framework
- Complete site overhaul
- Intranet and content management system
- Staff training

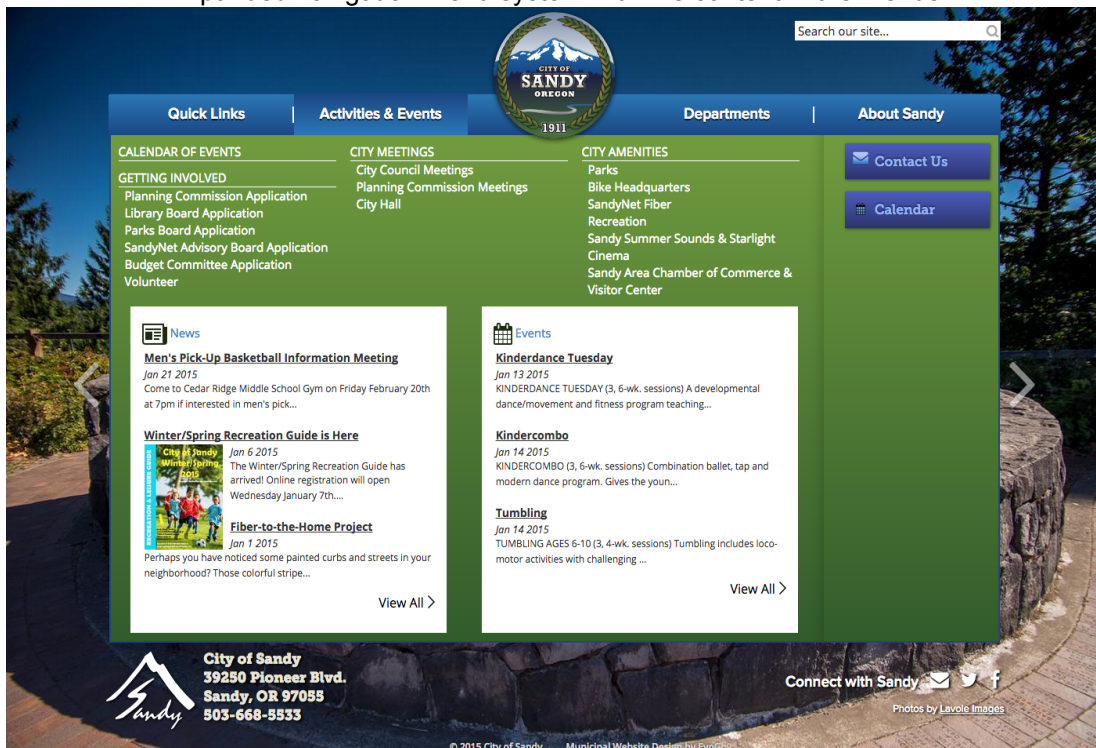
Photo-rich design with minimalistic expandable navigation



Alternating background images



Expanded navigation menu system with live content in the menus



Interactive Google Maps for Parks Department

[illegible]

19383 Pine Street
Sandy, OR 97055
[View Location](#)

City of Ocean City, NJ

The City of Ocean City New Jersey

861 Asbury Avenue
Ocean City, New Jersey 08226
Max Hurst
IT Department
Email: mhurst@ocnj.us
Phone: [\(609\) 525-9440](tel:6095259440)
Website: www.ocnj.us

Work Performed

- Complete site overhaul
- Intranet and Content Management System
- Off-site backup for financial system
- Email hosting
- On-site training

Updated responsive design - launching September 2015



Mega-menu navigation system with integrated action buttons and news areas



Welcome to

Ocean City

NEW JERSEY

Citizen Services
Government
Departments
Events
Recreation
Public Safety
Visitors

Citizen Leadership Form
Box Office and Concert Tickets
Employment Opportunities
OCTV
Pay Parking Ticket
Signup for Emergency Notification System

Beach Replenishment Project (South)
City Surplus Auctions
Frequently Asked Questions
Order Beach Tags
Pay Taxes Online
Trash and Recycle FAQ

Beach Wedding Permit Application
Community Links
Home Page
Order a Visitor's Guide
Signup for Email Alerts

Bid Opportunities & Results
City Ordinances Online
Flood Smart Program
Elevation Certificates
Community Rating System (CRS)
Flood Damage Questions
Benchmark Elevation Disc Set

Pay My Bill
Transportation
Be Prepared
Maps



eCity Services - Ocean City, New Jersey

This commission is to provide for the protection, development or use of natural resources including water resources within Ocean City. The board has the power to conduct research into the use and possible use of open land, including beaches, bays, Inlet and ocean and coordinate activities of unofficial bodies organized for similar purposes. This commission is to provide for the protection, development or use of natural resources including water resources within Ocean City. The board has the power to conduct research into the use and possible use of open land, including beaches, bays, Inlet and ocean and coordinate activities of unofficial bodies organized for similar purposes. [A Link for more Information](#)



Mayor's Update - April 10, 2015

April 10, 2015 Dear Friends: Last night the New Jersey Department of Environmental Protection and the Army Corps of Engineers updated City Council on the South End beach replenishment project. The project is set to begin next week, and if everything goes well, is expected to be finished in early July. The dredge is presently on its way to Ocean City from Florida and equipment and piping has already been placed on the beach. Once th... [details](#)

Report a Concern
Mayor's Corner
Did You Know...
Alert Me
Meeting Calendar
Contact Us
City Hall
FAQs

The City of Ocean City, New Jersey, 861 Asbury Avenue, Ocean City, New Jersey 08226, 1 800-Beach-NJ, 609.399.6111

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Government Web Design by EvoGov

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Township of Nutley, New Jersey

Township of Nutley, New Jersey

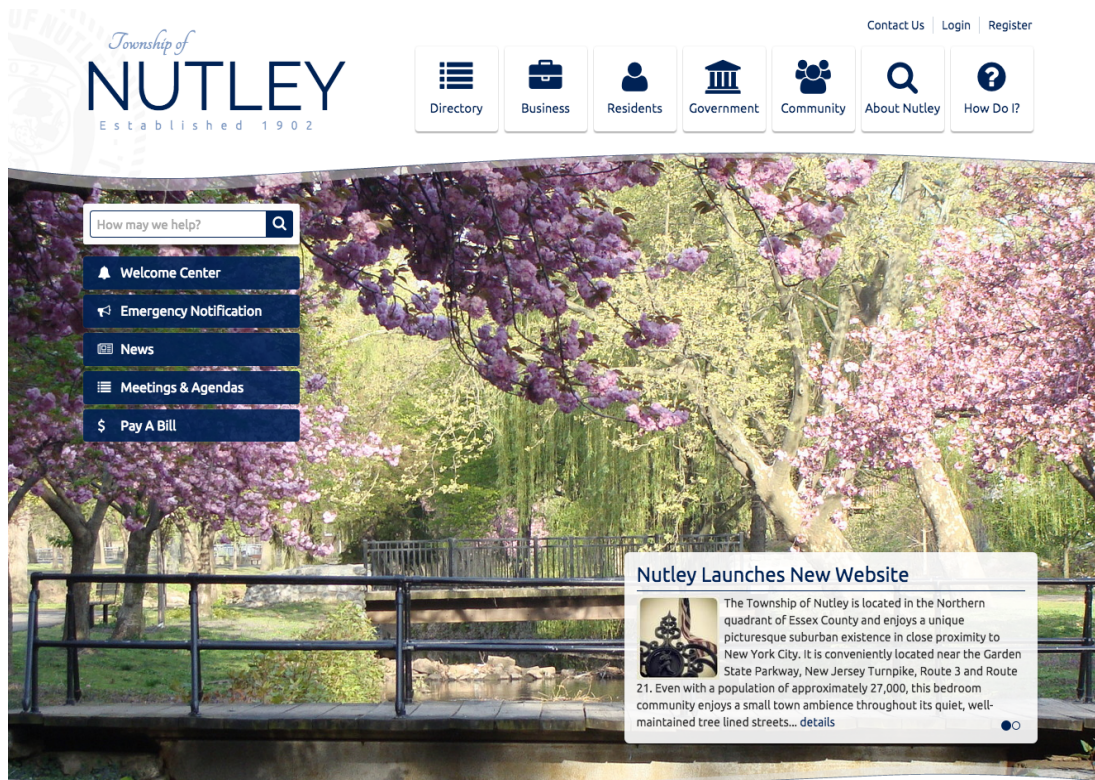
Contact:
Jason Kirk
jkirk@nutleynj.org
(973) 284-4951 x2113

Preview URL:
<https://nutley.evogov.com>

Work Performed

- Complete site overhaul
- Intranet and Content Management System
- Off-site backup for financial system
- Email hosting
- On-site training

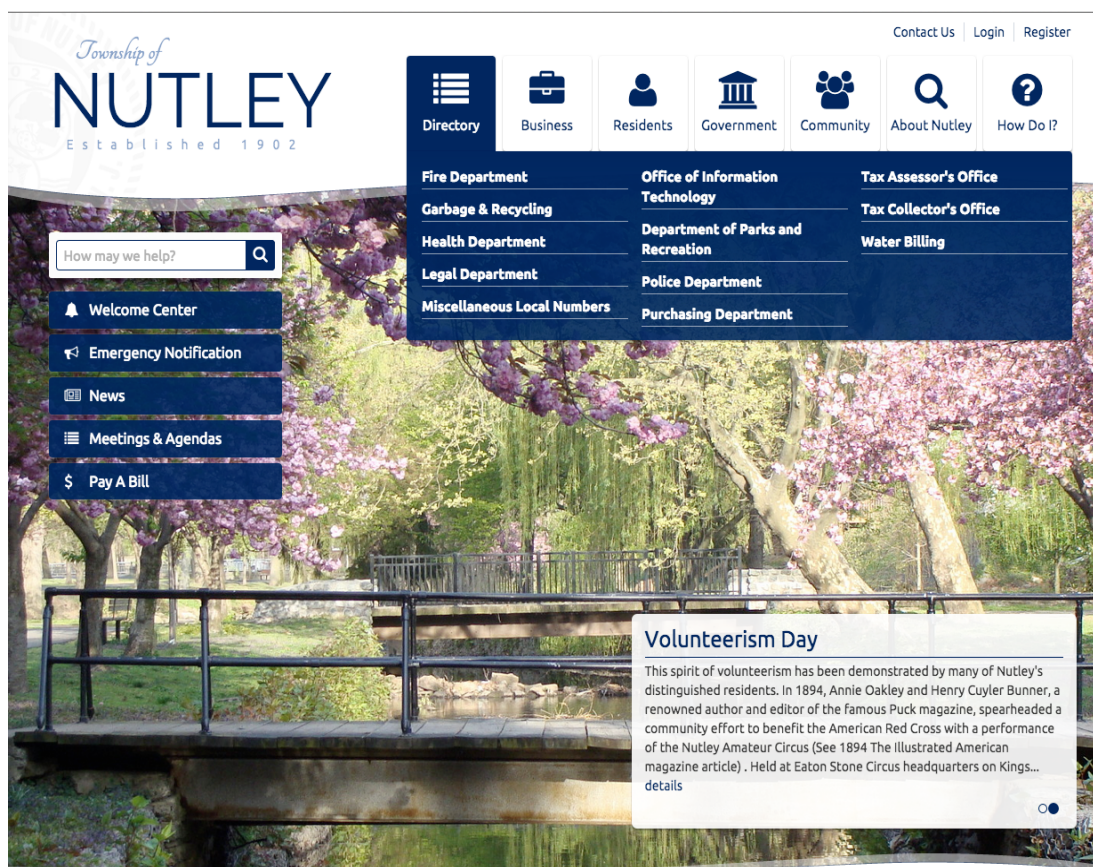
Approved Concept for New Website



Township of Nutley • 1 Kennedy Drive, Nutley, NJ 07110
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Government Website Design by EvoGov

View showing mega menu system



1. Scope of Work

1.0 Scope of Work

The Development Services to be performed by the Developer on this project are limited to the scope of work set forth in paragraphs 1.1, 1.2, 1.3 and 1.4. Additions and changes to the scope of the project made by the Client will be billed as hourly work separate from this project. Developer will alert client when any work will result in an additional charge before the work is performed, and a change order will need to be signed for the additional work. Unless otherwise stated in the narrative of this proposal, all items requested and specified in the RFP should be considered part of this scope of work and therefore feature-complete for the purposes of comparison, and the capability of delivering a complete solution as requested.

1.1 Build and Implement a New Website Design

Develop a revised information flow chart

A flow chart will be developed to help plan the organization, navigation system, and content of the website. The wireframe will serve as a guide to assist with planning and organizing development of the design template.

Develop navigation menus

Developer will consult with Town of Archer Lodge to organize the navigation systems of the web site and to develop a site structure for organizing the site data. This organization step will be done to improve the

usability of the web site for site visitors. Website content (provided by the Client) will then be integrated into the new design of the web site when the site structure is complete.

Design custom graphic interfaces for the website

A website design prototype of the home page and one interior page will be created by the Developer and will be submitted for approval by the Client. The design concepts will initially be a flat image representing the new look of the website home page and interior pages. Developer provides up to three revisions to the initial design concept. Once the design has been approved, this design will be coded into the working web site. Developer will strive to use the latest web standards (such as CSS3 and HTML5), to build the web site.

Create contact lists and email forms

Developer will integrate a directory for the website listing points of contacts in their organization. Visitors will be able to send email from the contact lists to The Client's staff.

Migrate existing client content

Any written material, such as the store/history of the company, brochures, or other content which is provided by The Client will be useful for site visitors will be implemented into the website. Where necessary, Developer will recreate the graphics and data so that it is optimized for the web site and search engines. Content provided to The Developer should be digital (Word Documents, PDFs, etc.), and not hand-written or printed. The Client can add additional content to the website at any time on their own using the new Content Management System (CMS).

Mobile-Friendly Website

As part of this project, Developer will build responsive, mobile-friendly versions of the website using CSS templates for smartphones and tablets. This is not the same as an iOS (iPhone) or Android application, which would be distributed through the Apple App or Google Play Stores. By using mobile web standards, your website will work well on Android, iOS, and other smartphone browsers without the need to download and install separate applications. On few occasions, it is possible that certain types of interactive and graphic content, such as slideshows may be used on the desktop version, but not on the mobile site. This is purely due to their impact on the user experience and download speed limitations of mobile devices. Other than these limited instances, you can rest assured that any visitor to the site using any kind of device will still have the full set of options, features and content that are available. This is a distinct advantage to the majority of our competitors who are not utilizing responsive frameworks. The applications and mobile sites they create to "work around" using responsive design subsequently strips the site down to a bare minimum of functionality, then adding buttons which simply open up their non-mobile web site links in the device's browser. Another advantage you will gain from a responsive site is that managing the mobile-specific website content items or the various app store platform's applications, reviews, approvals and updates is eliminated.

Live Video Streaming and Video Integration

Developer will integrate a live video player from TikiLive.com, Ustream.tv, or other similar service that is obtained separately by Town. This will enable live video streaming of meetings onto the website.

Recorded Video and Audio Players

The EvoGov CMS comes with video and audio players built-in. Video files and audio files can be uploaded easily into the Media Library, then you can drag the media player into any page. There is also a dedicated YouTube button in our CMS Editor, which allows you to paste the URL of the video instead of requiring an embed code.

Interactive Photo Slideshow

Developer will create an animated slideshow that will be used in the design of the home page for added interactivity. The slideshow does not rely on Adobe Flash, which will allow the website to be viewed on Apple devices such as an iPhone and the iPad. The slideshows are controlled from within the CMS system, so that the Client may add new photos to the slide show and adjust the timing of the show. It is possible to have multiple slideshows in the website, and Developer will work with the client to add them where necessary.

1.2 Integrate the EvoCloud Content Management System

Developer will install the EvoGov CMS to enable management of the website's content. This system includes the ability to add pages, edit pages, upload images, upload files, and edit the website's navigation systems. An administration panel allows the Client's management staff to assign permissions to staff members for editing the site.

CMS FEATURE LIST

Security

- SSL Encryption Included Free
 - 2048 bit encryption SSL certificates from Amazon Web Services for all domains.
 - Sale encryption level as online banking websites.
 - No need to purchase SSL certificates every year.
- User Security
 - Multi-Level Security Model
 - Applications, Groups, Departments, Roles, and Admin levels of access to permits users to edit only what they are supposed to.
 - User Groups and Draft-only options for control of who can post content.
- Non-Destructive Deletions
 - Data deleted in the system by users isn't physically deleted ever.
 - Administrators can reactivate deleted pages and data.
 - Ensures FOIA compliance.

Domains and Multiple Sites

Have multiple domain names? You can use them all with us easily.

The incredible flexibility that we give you with domain names, sub-sites, micro sites, SSL, and secure staff websites is unmatched.

Here is what you can do with EvoCloud:

- **Sub-Domains**
 - Example - Create Sub-Domains for departments; **police.yourcity.com** , **library.yourcity.com** , etc. Point those sub-domains at pages in your site.
- **Domain Redirects**
 - Example **yourcitypolice.com** points to the **/police** homepage in your website.
- **Sticky Domains - NEW AND GREAT!**
 - These are a bit harder to explain, but they are the greatest thing to happen to domains in a CMS!
 - Creates multiple websites with their own domains within one main website.
 - Merge multiple websites together into one platform, with multiple domain name and multiple designs, all in one platform.
 - Using the police department example from the two previous domain examples, here is what you can do:
 - **yourcitypolice.com** is pointed at **yourcity.com** in our admin.
 - The redirect is set to be "Sticky" in our admin. Sticky domains are a special type of redirect.
 - The target is chosen for this new Sticky domain, in this case it is the **/police** page in the CMS, which would be the police department home page.
 - The police department home page uses a custom design template.
 - The police home page and interior pages have their own custom design.
 - The police templates use their own menus, thus "trapping" the visitor in the police section of the city's website.

- To the end user, the **yourcitypolice.com** website is its own standalone website.
- NO ADDITIONAL HOSTING FEES.
- **Staff Intranet**
 - Included FREE with hosting of your Town website.
 - Complete Second Secure Website for your Staff
 - 2048 bit SSL security certificate for free.
 - Full CMS features.
 - LDAP Login capability - use your Windows login to gain access.

Web Page Builder / Editor

- Add unlimited pages to your website.
- Visual editor - No need to know HTML
- Drag and drop media management
- Unlimited Page Layouts
- Widget Manager for Drag-and-drop applications into pages
- Friendly URLs everywhere
- Multiple URLs per page - useful for tracking promotions, handling misspellings.
- Paste content from Microsoft Word.
- Search Engine Optimization (SEO) features.
- EVERY save is version controlled - system creates backups of every save to every page!
- Permissions down to the page level.
- HTML Code access to all pages for HTML experts.
- Delayed Publishing
- Page Expiration
- Layout Template Chooser - One-click template change per page and application

Evo Cloud Page Editor

EVO.CLOUD [Dashboard](#) / [Website](#) / [Pages](#) / [Edit a Page](#) Search

Edit a Page

[Mail](#) [Guided Tour](#) [Help](#) [View](#)

[Content](#) [Widgets](#) [Template](#) [SEO](#) [Social Media](#) [Versions](#) [Permissions](#)

Address:

[Publishing](#) [Expiration](#) [Page Information](#)

*Title:
Alternate URL:

Source                                               

Styles                                               

Font                                               

Size                                               

INSERT MEDIA                                               

body                                               

Last updated Wednesday, 2015 June 06, 02:02 by EvoGov

[Delete](#) [Update Page](#)

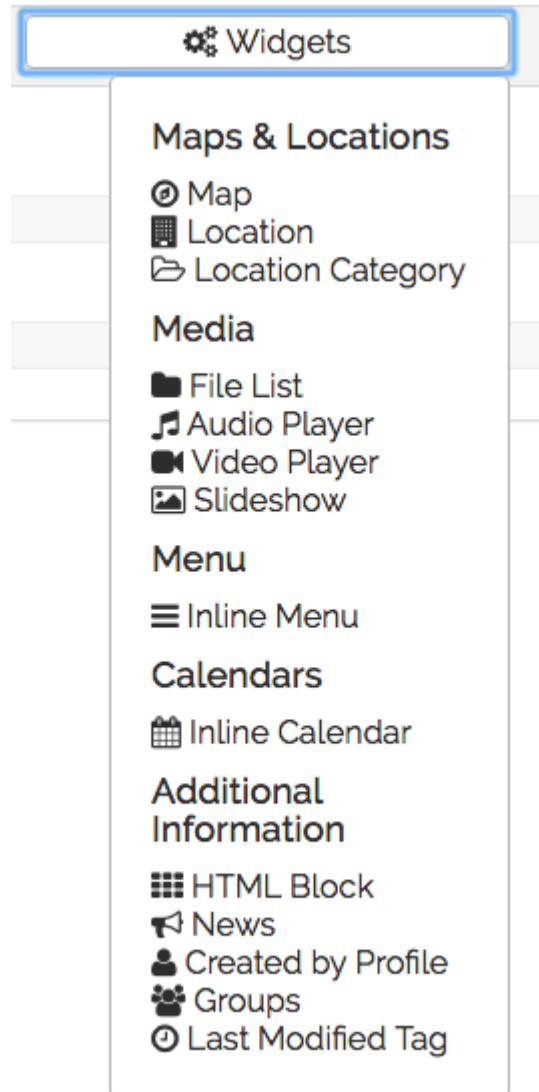
Widgets - Drag and Drop Applications into Your Website

- Add applications to pages with zero programming experience
- Add a custom Google Map to a page, showing layers and location points
- Add a Map Location to a Page.
- Add a Map Layer to a Page.
- Staff Directory List
- File Lists (great for displaying synchronized file archives)
- Slideshows
- Video Player with playlist
- Audio Player with playlist
- News Box
- Calendars

Page 83 of 164

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Menu for drag-and-drop applications



Media Library

File Manager for your Website

- Unlimited Files and Folders
- Multi-File Drag and Drop
- Real-time Image Editor
 - Resize (percentage or pixel sizes)
 - Crop
 - Flip
 - Restore (restores original file)
- Drag and Drop PDFs and any other file type
- Friendly Names on all files for file lists in pages
- Replace a file and all links in your website change automatically.
- Seachable PDFs and Office Documents
- Live previews

Carousel Slideshow Manager

- Drag photos into media library
- Custom sizes for slideshows
- Embed slideshows into any page
- Show or hide slideshow controls
- Responsive / Mobile slideshows
- Add titles and sub-titles to slides
- Add action buttons to slides
- Position action buttons in custom locations per slide
- Works with custom templates to add custom slideshows to department pages.

Social Media Integration

- Push to Social buttons on all content.
- Live Twitter Feed Embed
- Live Facebook Feed Embed

Videos

- Built-In Video Player with Playlists
- YouTube Embed feature in any content (Pages, FAQs, More).
- YouTube Channel Embed
- Video Live Meeting Streaming

Menus - Navigation Menus and Mega Menus

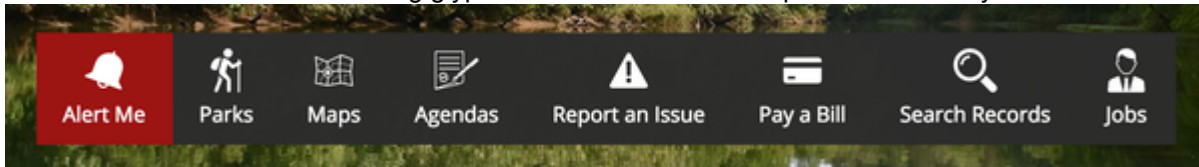
Manage links and navigation areas across your website easily.

- Mega Menu Builder (large Multi-Column Menus)
- Action Button Options for Mega Menus
- Side Menu Builder for Pages
- Custom Menus per section or department
- Action Button menus using Glyph Icons from our built-in Content Delivery Network (CDN) for code

Mega Menu with multiple columns and native action buttons on each panel



Action bar menu using glyph icons - over 5000 icons provided in our system



Calendars / Events / Meetings & Agendas

The calendar system in EvoCloud is robust.

- Unlimited calendars in your website.
- Setup calendars for groups, departments, committees, and boards with their own permissions.
- Clone events for up to a year with easy recurring event interface.
- Events are rich and allow multimedia - add images, file links, hyperlinks, videos, and more to your events.
- Special /Agendas and /Meetings interface built-on to show upcoming meetings with file attachments.
- Embed calendars anywhere in the site.
- List, Day, Week, Month, and Year views.
- Push-To-Home-Page feature for important events.
- Community Calendars enable event suggestions - Community groups can suggest events for your calendar that you can approve.
- ICal subscriptions - get notifications when new events are added to a calendar.
- RSS Feed Generator for calendars.

Dedicated meetings page showing upcoming meetings and the agendas, packets, and other files.

Meetings and Agendas

List View | Month View

Start Date: [Calendar Icon] End Date: [Calendar Icon] Search: [Input] Meeting Types: [Dropdown] Apply Filter: [Icon]

October 2016 << Prev Today Next >> Month Year

Date	Event	Event Types	Agenda(s)	Packet(s)	Minutes
October 11, 2016 06:00 PM	City Council Meeting	• City Council Meetings	• 2016.10.11 Agenda (With Staff Reports).pdf		
October 17, 2016 05:00 PM	Community Pride Committee Meeting	• Community Pride Committee	• 2016.10.17 Agenda CP.pdf		• 2016.09.19 Minutes CP.pdf
October 18, 2016 06:00 PM	Planning Commission Meeting	• Planning Commission Meetings	• 10.18.16 Agenda.pdf		
October 19, 2016 06:00 PM	Recreation and Parks Commission Meeting	• Recreation and Parks Commission	• BRovniPaznaC2016 10.19 Agenda RPC.pdf	• 2017FeeIncreaseMemoAdultBasketballandVolleyball.pdf • 2017FeeIncreaseMemoGoldBugPark.pdf	• 2016.09.21 Minutes RPC.pdf

News Postings / News Sliders

- Unlimited separate news areas
- Unlimited news postings
- Security on each news area
- Push-To-Home-Page option for important news.
- Multiple Display Options
 - Show news items in a paginated list.
 - Show news in a news slider box (great for home pages).
- Search engine for searching news.
- RSS Feed Generator for news areas

Home page showing the News Slider in the bottom left.



Google Maps, Map Layers, and Map Locations (Facilities)

- Master Map - A Global map is automatically generated for your website at the "/maps" address, showing all layers.
- Custom Maps - Generate custom maps with any combination of locations and layers you wish.
- Map Layers
 - Create map layers for office buildings, parking lots, parks, historic locations, there is no limit to the layers.
- Map Locations
 - Moveable pin locations, for places that don't have a street address.
 - Create individual Map Locations , creates a special landing page in the site for each Location.
 - Photo Gallery on each Location.
 - News items tied to that location are show.
 - Events tied to that location are shown.
 - Ability to link to a location, or embed it into a page.

Department Pages / Custom Page Layouts

- Create your own custom departmental home page and content page (interior page) layouts by department
- Create custom landing pages for departments, groups, committees, events, promotions, and more.
- Custom layouts and department pages can have their own domain names (no extra charge).
- Complete code access and versioning of updates right in the admin.
- Custom CSS, colors, fonts, scripts, and more right in the admin.
- Security per template.

HR Job Posting Manager

- Create Job Postings by Department
- Interfaces with the User Portal so that your customers can sign up for job posting alerts.
- Allows applications to apply online
- Uploaded resumes are stored.
- Database created of all applicants for each job.
- Export database to Excel in the admin.
- Automatic emails to multiple staff.

Emergency Alerts and Notifications

- Create scrolling alerts that appear across the top of your home page, an interior page, or across your entire site.
- Create pre-made mass emails for emergencies.
- Create emergency home page designs that can be deployed in seconds.
- Create pop-up messages for alerts.
- Create slideshows that can be shown or hidden if there is an emergency.
- Create an emergency menu system that has links to important public safety information.
- Communications Officer Interface coming in 2017 for sending mass text messages.

Analytics / Traffic Reports / Live Chat / Language Translation

- Traffic reports from Google Analytics and Clicky.com built in easily.
- Language Translation for many languages using Google Translate.
- Live chat options are available.

Customer (Citizen) Portal

All sites come with a Customer Portal, where your customer can create an account, log in, and sign up for services.

- Create an account
- Subscribe to Email Newsletter Topics
- Subscribe to Job Postings by Department
- Subscribe to Bid Notifications by Bid Category
- Submit Bids to the Bid System
- Update contact profile
- Manage RSS feeds

Bid System (NEW!)

- Create Bid Categories
- Create Bid Postings
- Track views on bids
- Turn on/off signup to view bids
- Track bid downloads
- Accept bids online securely
- Prevents staff from viewing bids early.
- All changes and additional files added to bids are mass e-mailed to all parties automatically
- Bid list is displayed in the website automatically

E-Notify Mass Email Newsletter System

Newsletter system comes built-into the platform

- Create and manage email newsletter topics.
- Opt-Out system
- Reports show how many people open the emails, without the need for a read receipt.
- Delivery of mass emails is billed separately at a rate of \$1 per 1000 emails sent.

Features in Development

- 311 System
- GIS Mapping
- Meeting Streaming / Recording
- Role-Based Systems

1.3 Integrate EvoBids and Evo311 (at no extra charges)

EvoBids Bid System

EvoGov, Inc. will include the EvoBids system at no additional cost for installation, and no additional hosting fees.

EvoBids is a complete bid posting and management system that enables you to:

- Post unlimited bids in your website.
- Create and manage bid categories.
- Vendors can sign up for bid notification emails by category.
- Bidder portal for managing subscriptions.
- Anti-fraud measures to keep bids private until the bid closing date is reached.
- Analytics built-in to track bid views, downloads, and bid submissions.
- Updates and new files posted to bids are sent to all bidders.
- Automatic Planholder List of bidders can be shown on the public website or hidden.

More information is online at <https://evogov.com/evobids>.

Evo311

Developer will integrate the new Evo311 system at no additional cost for installation, and no additional hosting fees when it becomes available (Q4 2015). Evo311 is the successor to our request tracking system, which includes the following features:

- Mobile website for posting complaints and suggestions to the 311 system.
- Written with the Open311.org standard, for interoperability with government software systems.
- Administration interface for staff.

More information is online at <https://evogov.com/evo311>.

1.4 Deliverables

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

The deliverables will include:

- Images (.jpg, .gif, .png files).
- Graphic source files (Adobe Photoshop, Illustrator, etc.).
- Database backup file, containing page content.
- Backup of images used in the website.
- CD ROM sent postal mail including content listed above.

2. Site Review, Maintenance and Training

2.1 Website Management Training

Training to manage the website using all of the included applications and systems is included free of charge. This training is limited to six (6) total hours of live, personal web training over the web. Live web training requires a phone, computer, and broadband Internet connection.

2.2 In-Person Live Training Option

In-person training at your office is available for a fee to cover our travel expenses. Some municipalities have special training requirements, and we are happy to quote a training session at your facilities.

2.3 Website Maintenance

EvoGov provides limited maintenance to your new website free of charge for thirty (30) days after your new website launches. The free changes to your website must not increase the scope of the original project. Additions to your web site, which are outside the scope of this contract, will be billed at the current hourly rate for a Delaware.Net web designer. As of the writing of this contract the current Delaware.Net hourly rate for web design work is \$85 per hour. These changes will be rounded to the nearest half-hour. Any changes will be made in an expedient manner. All hourly rates are subject to change without notice.

3. Service Fees (Hosting)

3.1 Monthly Service Fee

Hosting for the website and applications is provided at a flat fee of \$50 per month. We offer an annual discount if you pre-pay for a year of service. The annual service fee would be \$500 if you chose this option.

The service fee includes these software features and services;

- One website hosted on the Evo Cloud website management system (www.evo.cloud).
- EvoBids Bid Management system.
- HR Job Posting system.
- Customer Portal
- Email Newsletter System
- Staff Intranet under a separate domain name (typically staff.yourdomain.com).
- Additional services included in this fee include; data backups, live telephone phone support, and version upgrades to the on-demand applications.

3.2 Hosting Technical Specifications

The EvoGov CMS and its application modules are hosted at a world-class datacenter in Michigan at Liquid Web. The system runs on a secure, private cloud infrastructure. Data files (uploads and images) are stored on Amazon's Content Delivery Network for speed and redundancy. The database server that powers the website applications runs on Microsoft SQL Server Datacenter Edition. The system has daily integrated data backups, and is completely managed by our staff. You may take a virtual tour of the facility and read more at the [Liquid Web datacenter page](#).

3.3 Website Transferability

If you wish to change providers entirely and use another third party hosting company, then all databases, uploaded files, and design files will be provided to you at your request. The cost to provide this service would be billed hourly, and should take more than 3 hours at our standard hourly rates for website design (currently \$85). At this point you would have the site content, without the CMS application to run the site. This content

would then need to be rebuilt by you into an alternative CMS system, or static pages could be generated from the backups. Migrations to another software platform is not guaranteed. This cost can't be calculated easily, because it is affected by the amount of content in the site, the host it is being moved to, the CMS system selected, and many other factors. Graphic design and site layout files are provided as per section 5.0 below.

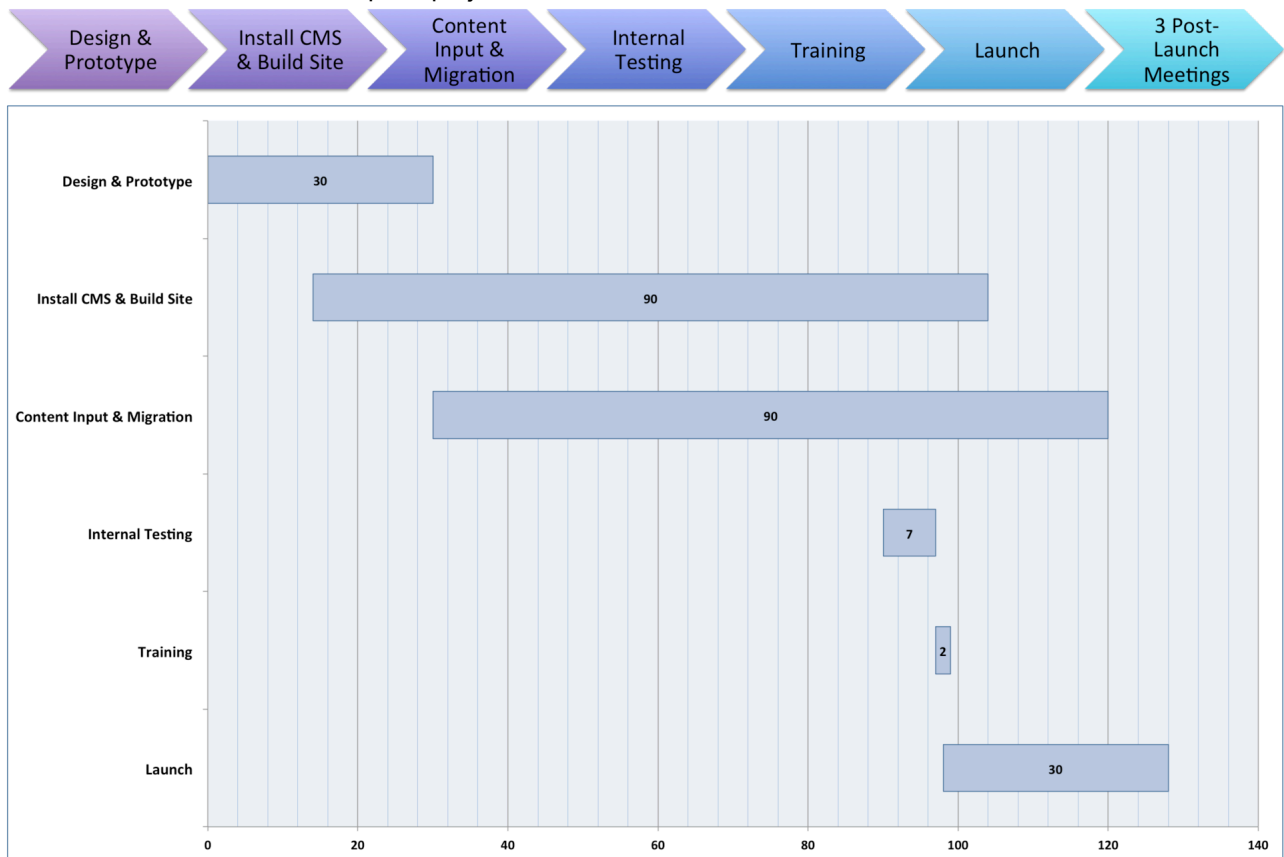
4. Project Timeline

Project Time Estimate

The total time to build this project should be no longer than twelve to fifteen weeks. Depending on the Client's response time, this total time to develop the website could be longer.

Typical timeline:

- Stage 1: Design - Develop a successful design prototype: 14-30 days.
- Stage 2: Build - Install applications and CMS system: 60-90 days. Input client content: 90 days.
- Stage 3: Internal Testing – 7 days.
- Stage 4: Launch – 14-30 days.
- Stage 5: Post-launch Follow-Up – Developer will meet with the Client by phone or in person at 30, 60, and 90 days after the launch of the website to ensure performance.
- Total estimated time to complete project: 12-15 weeks



5. Price and Payment

5.1 One-Time Development Fees

Developer is being hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order

signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The first payment installment is required to begin work.

Website Development Fees:

- Total Project Cost: \$4,500

Payment Terms:

Two payments will be invoiced at the following milestones.

- Initial Payment: \$3,000 - invoiced when work begins.
- Final Payment: \$1,500 - invoiced when scope of work in Exhibit A is complete, and training has been provided. Please note that the new website will only made live on the Internet after final payment has been received.

5.2 Recurring Service Fees

Website Hosting Fee:

- EvoGov CMS Hosting Package - \$50 per month, or \$500 annually if pre-paid.
- Website Content Management System (CMS)
- Access to Messaging Module (Mass email newsletter system)
- Help Desk Module
- Customer Portal
- Staff Intranet
- Bid and Project Management Module
- Free phone support and application upgrades

Potential Additional Fees:

- Mass email delivery Fee: \$1 per 1,000 emails sent.*

*The mass email delivery fee is charged only for broadcast newsletter emails that are sent from the newsletter module. This fee is required because we have to pay a third party vendor ([SendGrid.com](https://sendgrid.com)) to deliver bulk email messages quickly and reliably so that your messages are not blocked by email providers (like Gmail).

Competitive Advantages

Comparing us to other vendors?

We know who are competition is, what they provide, and how we compare. This benefits our customers because our solutions are very competitive and far superior. We compete with many other municipal web development organizations from across the country for the projects that we win. In fact we compete with as many as 25 other firms from across the USA to win a single project. Typically, when we make the final bid round, we find ourselves up against the same three or four national municipal web companies time after time. We welcome the competition, and we are selected over these other companies for a number of reasons for the projects we win.

The EvoGov Difference

Below are some of the benefits of choosing us that we hope you will consider when you compare our proposal to our competitors:

- **We offer a powerful, complete municipal Content Management System (CMS)** – Your staff will be able to manage website content easily. We have migrated sites from the competition to our CMS. To

adequately review a municipal web design company, you need to actually see under the hood and evaluate the CMS that they will be using to build your website. After all, you will be using it to manage your site once it is completed. Our CMS is much easier to use than our competitors' systems.

- **We always provide a custom design** – Other firms charge \$9800 for a basic template-based website, with no custom design work and limited features designed to generate revenue from additional services. All of our work is custom, so that you can get the best possible design for your money. A custom site, built for you, which will reflect the personality and unique nature of your municipality and be as easy for the community to use as it should be. And as stated previously, our system is feature-complete, meaning you are not handed something with limitations that will make managing your site a hassle or more expensive.
- **Honest, complete hosting pricing** – Hosting, phone support, maintenance of the platform, backup of data, and ALL of our applications are included in our flat monthly fee. This enables you to save as much as \$4500 annually over other providers. Beware of the “maintenance fees” and multi-year contracts, and other fee tricks which are nothing more than overpriced hosting agreements and basic tools designed to require more maintenance expenses to get the functionality you need.
- **No long-term contracts** - Our competitors tend to lock you into two or three year agreements. We offer monthly and annual hosting plans with no term. We also offer 10% off your hosting if you pre-pay for it annually. Payments for projects are broken up and invoiced at completion of milestones, so you are able to keep progress in check and pay after each milestone is passed.
- **All staff training is included**
Web-based training for all of your staff that will use the website is included with your proposal.
- **All-inclusive hosting package** – Other providers bill separately for interactive features (like a request tracking system). We include all of those applications and more for one, lower price.
 - True municipal Content Management System (CMS)
 - File manager, media library, agendas and minutes management, calendars, more.
 - Mass emailing system using SendGrid.com for sending mass emails.
 - Staff Intranet
 - Customer Portal
 - Help Request Tracking System (EvoTracker™)
 - Mass Emailing System (bulk delivery costs may apply)
- **REAL mobile and tablet websites** – when you look at the mobile sites offered by some of our competitors, they are pared-down versions of websites, or separate applications that don't show all of your content. Our mobile websites show the complete website, just reformatted for different screen sizes. Your proposal includes a tablet and mobile version of the website and is fully responsive. Not all mobile websites are created equal and managing several versions of the same site can be a costly challenge for an organization.
- **17 Years Experience** – We have been in business since 1997 building professional websites.

Next Steps

Important information to begin your project

LEGAL AGREEMENTS

We try to keep our sales proposals as brief as possible, so we send our legal agreements separately. Your attorney may also want to have some time to review our agreements, so please let us know if the terms of this proposal are agreeable, and then we can go ahead and send you the following legal agreements for your review:

- Development Agreement - This is our master services agreement that must be signed to begin work.
- Statement of Work - Detailed list of deliverables, which accompanies the Development Agreement.

- Exhibit A: Hosting Agreement - Information and specifications on our service fee.
- Exhibit B: Information Protection and Security - Information security section.

Agreements may be accepted digitally online, or downloaded, printed, signed and returned to us.

PAYMENTS

Once we are notified that we have been awarded a project, we begin setup work on your project. Please note, however, that design work, content migration, and software setup for your new website will not begin until we receive the initial project payment.

Avoiding Project Delays

Below are common payment circumstances that we have seen, which can delay a project.

- **Payments That Require Council Meeting Approval** - If each of our progress payment invoices require a monthly council meeting for approval, please plan in advance to include our milestone invoices in the council meeting agendas for payment. Your project will be delayed if we have to wait a month to have our invoices approved and then wait additional time for checks to be issued.
- **Payment Vouchers** - Some municipalities, notably New Jersey municipalities, require payment vouchers to issue payments. If you require vouchers signed by us to issue checks, please send us ALL FOUR payment vouchers to us as soon as possible. We will sign and return all of your vouchers to avoid delays on your project as it progresses.
- **Once-a-Month Payments** - If your billing department pays invoices only once per month, please let us know so that your invoices are scheduled in advance to avoid delays. Invoices are sent as deliverables and milestones are set. If there is a delay issuing payment at each stage the project will be delayed.
- **Final Payments** - Final payment is due when the site goes live. Your go-live date should be carefully planned and scheduled to ensure that all of your staff is trained, all content has been reviewed, quality testing has been completed, and final payment is "in the mail" before the site launches.

KICKOFF MEETING AND DESIGN COLLATERAL

When your project begins, we will schedule a kick-off meeting with your team to get the project started, and we will provide a content guide for your stakeholders at that time. Our content guide is proprietary, so we only offer that when the project is underway. Design of your new graphics only happens after we have the structure and content strategy worked out with your team.

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,

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: _____

BY: _____

Matthew B. Mulhollem

TITLE: _____

TITLE: **Mayor**

DATE: _____

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

Clerk of the **Town of Archer Lodge**

Kim P. Batten

(governing body) on _____

(SEAL)

Federal Tax Identification Number

27-1989634

Town of Archer Lodge

Remittance Address:

14094 Buffalo Rd.

Clayton, NC 27527

DEPARTMENT OF TRANSPORTATION

BY: _____

(DEPUTY SECRETARY FOR MULTI-MODAL TRANSPORTATION)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

**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.

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

ATTEST:

Matthew B. Mulhollem
Mayor

Kim P. Batten
Town Clerk

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 ____ day of _____, 2018.

(SEAL)

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

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 I. GENERAL PROVISIONS

Section 1. Purpose of the Policy

It is the purpose of this policy and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the Town under the supervision of the Town Administrator. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina.

Section 2. At Will Employment

The Town of Archer Lodge is an “at will” employer. Nothing in this policy creates an employment contract or term between the Town and its employees. No person has the authority to grant any employee any contractual rights of employment. The Town reserves the right to modify the provisions of the Personnel Policy at any time.

Section 3. Merit Principle

All appointments and promotions shall be made solely on the basis of merit. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religion, sex, national origin, veteran status, marital status, political affiliation, non-disqualifying disability, age, or genetic information.

Section 4. Responsibilities in the Administration of the Human Resource Management Program

Responsibilities of the Mayor and Town Council

The Mayor and Town Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. They also shall make and confirm appointments when so specified by the North Carolina General Statutes, including the appointment of the Town Administrator.

Responsibilities of the Town Administrator

The Town Administrator shall be accountable to the Town Council for the administration and technical direction of the personnel program. The Town Administrator shall appoint, suspend, and remove all Town employees except those whose appointment is otherwise provided for by law. The Town Administrator shall make appointments, dismissals and suspensions in accordance with the Town Charter and other policies and procedures spelled out in other Articles in this Policy.

The Town Administrator shall supervise or participate in:

- a) recommending rules and revisions to the personnel system to the Mayor and Town Council for consideration;
- b) making changes as necessary to maintain an up-to-date and accurate position classification plan;

- c) preparing and recommending necessary revisions to the pay plan;
- d) determining which employees shall be subject to the overtime provisions of Fair Labor Standards Act (FLSA);
- e) establishing and maintaining a roster of all persons and authorized positions in the municipal service, setting forth each position and employee, class title of position, salary, any changes in class title and status, and such data as may be desirable or useful;
- f) developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- g) developing and implementing such administrative procedures as are necessary to implement these policies provided the administrative procedures are not in conflict with these policies;
- h) performing such other duties as may be required by law or assigned by the Town Council not inconsistent with this Policy; and
- i) appointing an employee to the role of Human Resources Officer.

Responsibilities of the Human Resources Officer

The Town Administrator shall appoint a Human Resources Officer or perform this role him/herself and delegate any or all of the responsibilities listed below. The responsibilities of the Human Resources Officer are to make recommendations to the Town Administrator on the following:

- a) policies and revisions to the personnel system for the Town Administrator's consideration;
- b) changes as necessary to maintain an up-to-date and accurate position classification plan;
- c) necessary revisions to the pay plan;
- d) which employees shall be subject to the overtime provisions of FLSA;
- e) maintenance of a roster of all persons in the municipal service;
- f) establishment and maintenance of a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- g) development and administration of such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- h) development and/or coordination of training and educational programs for Town employees;
- i) development and recommendation of such administrative procedures as are necessary to implement these policies provided the administrative procedures are not in conflict with these policies;

- j) periodic evaluations of the operation and effect of the personnel provisions of this Policy;
- k) actions that are needed to address barriers to effective employee communication, productivity, engagement, and morale; and such other duties as may be assigned by the Town Administrator not inconsistent with this Policy.

Responsibilities of Supervisors and Directors:

Supervisors shall meet their responsibilities as directed by the Council and/or the Town Administrator, being guided by this Policy and Town ordinances. The Town will require all supervisors to meet their responsibilities by:

- a) dealing with all employees in a fair and equitable manner and upholding the principles of equal employment opportunities;
- b) developing and motivating employees to reach their fullest potential through continued education and training;
- c) making objective evaluations of individual work performance and discussing these evaluations with each employee so as to bring about needed improvements;
- d) keeping employees informed of their role in accomplishing the work of their unit and of conditions or changes affecting their work;
- e) making every effort to resolve employee problems and grievances and advising employees of their rights and privileges;
- f) cooperating and coordinating with other staff members in work flow and distribution of information; and
- g) making proper performance documentation and maintaining current files.

Responsibilities of Employees

Employees of the Town shall be expected to:

1. ask questions and learn their full scope of responsibilities and perform those diligently;
2. recognize and follow the chain of command in addressing work concerns and problems;
3. show courtesy and respect and work cooperatively with other employees;
4. show courtesy and respect and provide excellent customer service to citizens and tax payers; and
5. learn and follow these personnel policies along with any departmental policies and procedures.

Section 5. Application of Policies, Plan, Rules, and Regulations

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all Town employees. The Town Attorney, Town Administrator, members of the Town Council and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 6. Departmental Rules and Regulations

Because of the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to review by the Human Resources Officer and the approval of the Town Administrator, and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

Section 7. Definitions

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Full-time employee. An employee who is in a position budgeted for an average work week that equals at least 35 hours, and continuous employment of at least 12 months as required by the Town.

Part-time employee. An employee who is in a position budgeted for an average work week of at least 20 hours and less than 35 hours and continuous employment of at least 12 months as required by the Town.

Regular employee. An employee appointed to a full or part-time position who has successfully completed the designated probationary period.

Probationary employee. An employee appointed to a full or part-time position who has not yet successfully completed the designated probationary period.

Limited Service employee. An employee, not in a permanent budgeted position, for which either the average work week required by the Town over the course of a year is less than 20 hours, or continuous employment required by the Town is less than 12 months.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

Permanent position. A position authorized for the budget year for a full twelve months and budgeted for twenty or more hours per week. All Town positions are subject to budget review and approval each year by the Town Council and all employees' work and conduct must meet Town standards. Therefore, reference to "permanent" positions or employment should not be construed as a contract or right to perpetual funding or employment.

ARTICLE II. POSITION CLASSIFICATION PLAN

Section 1. Purpose

The position classification plan provides a complete inventory of all authorized and permanent positions in the Town service, and an accurate description and specification for each class of employment. The plan standardizes job titles, each of which is indicative of a definite range of duties and responsibilities.

Section 2. Composition of the Position Classification Plan

The classification plan shall consist of:

- a) a grouping of positions in classes which are approximately equal in difficulty and responsibility which call for the same general qualifications, and which can be equitably compensated within the same range of pay under similar working conditions;
- b) class titles descriptive of the work of the class;
- c) written specifications for each class of positions; and
- d) an allocation list showing the class title of each position in the classified service.

Section 3. Use of the Position Classification Plan

The classification plan is to be used:

- a) as a guide in recruiting and examining applicants for employment;
- b) in determining lines of promotion and in developing employee training programs;
- c) in determining salary to be paid for various types of work;
- d) in determining personnel service items in departmental budgets; and
- e) in providing uniform job terminology.

Section 4. Administration of the Position Classification Plan

The Human Resources Officer shall allocate each position covered by the classification plan to its appropriate class, and shall be responsible for the administration of the position classification plan. The Human Resources Officer shall periodically review portions of the classification plan and recommend appropriate changes to the Town Administrator.

Section 5. Authorization of New Positions and the Position Classification Plan

New positions shall be established upon recommendation of the Town Administrator and approval of the Town Council. New positions shall be recommended to the Town Council with a recommended class title after which the Human Resources Officer, with the approval of the Town Administrator, shall either allocate the new position into the appropriate existing class, or revise the position classification plan to establish a new class to which the new position may be allocated. The position

classification plan, along with any new positions or classifications, shall be approved by the Town Council and will be on file with the Human Resources Officer. Copies will be available for review to all Town employees upon request.

Section 6. Request for Reclassification

Any employee who considers the position in which classified to be improper shall submit a request in writing for reclassification to such employee's immediate supervisor, who shall immediately transmit the request through the department head to the Human Resources Officer. Upon receipt of such request, the Human Resources Officer shall study the request, determine the merit of the reclassification, and recommend to the Town Administrator and Town Council a revision to the classification and pay plan where necessary.

Section 7. Maintenance of the Classification and Pay Plan

Because job duties change over time and the market pay rate changes at different rates for different jobs, comprehensive classification and pay plan reviews are needed periodically. When the organization is stable, reviews are needed approximately every five years. When there is significant growth and/or change in the organization, comprehensive reviews are needed more frequently.

ARTICLE III. THE PAY PLAN

Section 1. Definition

The pay plan includes the basic salary schedule and the "Assignment of Classes to Grades" adopted by the Town Council. The salary schedule consists of hiring, minimum (normally probation completion), midpoint and maximum rates of pay for all classes of positions.

Section 2. Administration and Maintenance

The Town Administrator, assisted by the Human Resources Officer, shall be responsible for the administration and maintenance of the pay plan. All employees covered by the pay plan shall be paid at a rate listed within the salary range established for the respective position classification, except for employees in a trainee status or employees whose existing salaries are above the established maximum rate following transition to a new pay plan.

The pay plan is intended to provide equitable compensation for all positions, reflecting differences in the duties and responsibilities, the comparable rates of pay for positions in private and public employment in the area, changes in the cost of living, the financial conditions of the Town, and other factors. To this end, each budget year the Human Resources Officer shall make comparative studies of all factors affecting the level of salary ranges including the consumer price index, anticipated changes in surrounding employer plans, and other relevant factors, and will recommend to the Town Administrator such changes in salary ranges as appear to be pertinent. Such changes shall be made in the salary ranges such that the hiring rate, minimum, midpoint, and maximum rates change according to the market subject to approval by the Town Council.

Because job duties change over time and the market pay rate changes at different rates for different jobs, comprehensive classification and pay plan reviews are needed periodically. When the organization is stable, reviews are needed approximately every five years. When there is significant growth and/or change in the organization, comprehensive reviews are needed more frequently

Section 3. Starting Salaries

All persons employed in positions approved in the position classification plan shall be employed at the hiring rate for the classification in which they are employed; however, exceptionally well qualified applicants may be employed above the hiring rate of the established salary range upon recommendation of the department head and Human Resources Officer and approval of the Town Administrator.

Section 4. Trainee Designation and Provisions

Applicants being considered for employment or Town employees who do not meet all of the requirements for the position for which they are being considered may be hired, promoted, demoted, or transferred by the Town Administrator to a "trainee" status. In such cases, a plan for training, including a time schedule, must be prepared by the department head.

"Trainee" salaries shall be no more than two salary grades below the hiring rate established for the position for which the person is being trained. A new employee designated as "trainee" shall be regarded as being in a probationary period. However, probationary periods shall be no less than six months and trainee periods may extend up to eighteen months. A trainee shall remain a probationary employee until the trainee period is satisfactorily completed.

If the training is not successfully completed to the satisfaction of the Town Administrator, the trainee shall be transferred, demoted, or dismissed. If the training is successfully completed, the employee shall be paid at least at the hiring rate established for the position for which the employee was trained.

Section 5. Probationary Pay Increases

Employees hired or promoted into the hiring rate of the pay range shall receive a salary increase within the pay range of approximately 5% upon successful completion of the probationary period or upon six months of satisfactory service if the employee is not on probation.

Employees serving a twelve-month probationary period will be considered for this increase after six months of employment; employees with a twelve-month probationary period who receive an increase at the six month review will not be eligible for an increase at the end of the twelve-month probationary period. Employees hired or promoted at or above the minimum of the salary range are not eligible for a probationary increase.

Section 6. Performance Pay

Upward movement within the established salary range for an employee is not automatic, but rather based upon specific performance-related criteria. Procedures for determining performance levels and performance pay increases or other performance-related movement within the range shall be established in procedures approved by the Town Administrator.

Section 7. Performance Pay Bonus

Employees who are at the maximum amount of the salary range for their position classification are eligible to be considered for a performance pay bonus at their regular performance evaluation time. Performance pay bonuses shall be awarded based upon the performance of the employee as described in the performance evaluation and in the same amounts as employees who are within the salary range. Performance pay bonuses shall be awarded in lump sum payments and do not become part of base pay.

Section 8. Salary Effect of Promotions, Demotions, Transfers, and Reclassifications

Promotions. The purpose of the promotion pay increase is to recognize and compensate the employee for taking on increased responsibility. When an employee is promoted, the employee's salary shall normally be advanced to the hiring rate of the new position, or to a salary which provides an increase of at least 5% over the employee's salary before the promotion, whichever is greater. In the event of highly skilled and qualified employees, shortage of qualified applicants, or other reasons related to the merit principle of employment, the Town Administrator may set the salary at an appropriate rate in the range of the position to which the employee is promoted that best reflects the employee's qualifications for the job and relative worth to the Town, taking into account the range of the position and relative qualifications of other employees in the same classification. In no event, however, shall the new salary exceed the maximum rate of the new salary range. In setting the promotion salary, the Town shall consider internal comparisons with other employees in the same or similar jobs.

Demotions. Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. When an employee is demoted to a position for which qualified, the salary shall be set at the rate in the lower pay range which provides a salary commensurate with

the employees' qualifications to perform the job and consistent with the placement of other employees within the same classification in that salary range. If the current salary is within the new range, the employee's salary may be retained at the previous rate if appropriate. If the demotion is the result of discipline, the salary shall be decreased at least 5%. Salaries of demoted employees may be no greater than the maximum of the new range.

Transfers. The salary of an employee reassigned to a position in the same class or to a position in a different class within the same salary range shall not be changed by the reassignment.

Reclassifications. An employee whose position is reclassified to a class having a higher salary range shall receive a pay increase of 5% or an increase to the hiring rate of the new pay range, whichever is higher. If the employee has completed probation, the employee's salary shall be advanced to at least the probation completion amount in the new range.

If the position is reclassified to a lower pay range, the employee's salary shall remain the same. If the employee's salary is above the maximum established for the new range, the salary of that employee shall be maintained at the current level with no increases to base pay until the range is increased above the employee's salary.

Section 9. Salary Effect of Salary Range Revisions

When an individual class of positions is assigned to a higher salary range, employees in that class shall normally receive a pay increase of 5%, or to the minimum rate of the new range, whichever is higher. If the employee has passed probation, the employee's salary shall be advanced at least to the probation completion amount in the new range.

When a class of positions is assigned to a lower salary range, the salaries of employees in that class will remain unchanged. If this assignment to a lower salary range results in an employee being paid at a rate above the maximum rate established for the class, the salary of that employee shall be maintained at that level with no increases in base pay until such time as the employee's salary range is increased above the employee's current salary.

Section 10. Transition to a New Salary Plan

The following principles shall govern the transition to a new salary plan:

- 1) No employee shall receive a salary reduction as a result of the transition to a new salary plan.
- 2) All employees being paid at a rate lower than the minimum rate established for their respective classes shall have their salaries raised at least to the new minimum rate for their classes.
- 3) All employees being paid at a rate below the maximum rate established for their respective classes shall be paid at a rate within the salary schedule
- 4) All employees being paid at a rate above the maximum rate established for their respective classes shall have their salaries maintained at that salary level with no increases until such time as the employees' salary range is increased above the employees' current salary.

Section 11. Effective Date of Salary Changes

Salary changes approved after the first working day of a pay period shall become effective at the beginning of the next pay period, or at such specific date as may be provided by procedures approved by the Town Administrator.

Section 12. Fair Labor Standards Act and Overtime Pay Provisions

Employees of the Town can be requested and may be required to work in excess of their regularly scheduled hours as necessitated by the needs of the Town and determined by the department head. Overtime work should normally be approved in advance by the department head, Town Administrator or other designee.

To the extent that local government jurisdictions are so required, the Town will comply with the Fair Labor Standards Act (FLSA). The Human Resources Officer shall determine and recommend to the Town Administrator which jobs are "non-exempt" and are therefore subject to the Act in areas such as hours of work and work periods, rates of overtime compensation, and other provisions.

Non-Exempt Employees

Employees are expected to work during all assigned periods exclusive of breaks or mealtimes. Employees are not to perform work at any time that they are not scheduled to work, unless they receive approval from their department head or supervisor, except in cases of emergency.

Non-exempt employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (usually 40 hours in a 7-day period). Hours worked beyond the FLSA established limit will be compensated in either time or pay at the appropriate overtime rate.

In determining eligibility for overtime in a work period, only hours actually worked shall be considered; in no event will vacation, sick leave, or holidays be included in the computation of hours worked for FLSA purposes.

Whenever practical, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of paying overtime. When time off within the work period cannot be granted, overtime worked will be compensated in accordance with the FLSA.

Compensatory leave balances may not exceed 240 hours. Any overtime worked after such maximum balances must be compensated in pay. The Administrator will be notified whenever a compensatory balance exceeds 100 hours.

In emergency conditions, when long and continuous work is required over multiple days, the Town Administrator may approve special overtime compensation.

Exempt Employees

Employees in positions determined to be "exempt" from the FLSA (as Executive, Administrative or Professional staff) are paid on a salary basis and will not receive pay for hours worked in excess of their normal work periods. These employees may be granted occasional compensatory leave by their supervisor where the convenience of the department allows and in accordance with procedures established by the Town Administrator. Such compensatory time is not guaranteed to be taken and ends without compensation upon separation from the organization.

In declared disaster or emergency situations or other situations as determined by the Town Administrator or Council requiring long and continuous hours of work, exempt employees may be compensated at a rate of up to time and one half and/or be granted time off with pay for rest and recuperation to ensure safe working conditions for the duration of the emergency period.

Section 13. Stand-by and Call-back Pay

The Town provides a continuous twenty-four hour a day, seven day a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with the Town is the acceptance of a share of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal.

Stand-by. Stand-by ("on-call") time is defined as that time when an employee must carry a pager or other communication device and must respond immediately to calls for service. Non-exempt employees required to be on "stand-by" duty will be paid for one hour of pay at straight time for each day of standby they serve. The Town Administrator will approve the standby rotation for each department.

Standby time requiring an employee to remain at a designated location or otherwise substantially restrict personal activities in order to be ready to respond when called is considered work time under the provisions of the FLSA.

Call-back. Non-exempt employees will be guaranteed a minimum payment of two hours of wages or compensatory time for being called back to work outside of normal working hours. Hours actually worked while on call-back are calculated beginning when the employee reports to the work site and are added to the regular total of hours worked for the week. "Call-back" provisions do not apply to previously scheduled overtime work (scheduled in advance).

Section 14. Payroll Deductions

Deductions shall be made from each employee's salary as required by law. Additional deductions may be made for insurance or for other reasons as authorized by the Town Administrator considering the capability of the payroll system, associated increase in workload, and appropriateness of the deduction.

Section 15. Hourly Rate of Pay

Employees working in a part-time or Limited Service capacity with the same duties as full-time employees will normally work at a rate in the same salary range as the full-time employees.

The hourly rate for employees working other than 40 hours per week, such as shift police officers working an average 42 hours per week, will be determined by dividing the average number of hours scheduled per year into the annual salary for the position.

Section 16. Longevity Pay

Longevity pay is provided in a lump sum payment to full and part-time employees in recognition of their service to the Town. Longevity pay is based on continuous years of service as of December 1 of each year. Employees will receive longevity pay in the first payroll in December. Payments will

be based on \$100 per year of service with a cap of \$1500. Appropriate federal, state, retirement, etc. deductions will be made. Payment to part-time employees will be on a proportional basis according to the number of hours normally scheduled to be worked by the employee.

Section 17. Pay for Interim Assignments in a Higher Level Classification

An employee who is formally designated, for a period of at least one month, by the Town Administrator to perform the duties of a job that is assigned to a higher salary grade than that of the employee's regular classification shall normally receive an increase for the duration of the interim assignment. The employee shall receive a salary adjustment to the hiring rate level of the job in which the employee is acting or an increase of 5%, whichever is greater. Criteria involved in determining the amount of the compensation will include:

- a) the difference between the existing job and that being filled on a temporary basis, and
- b) the degree to which the employee is expected to fulfill all the duties of the temporary assignment.

The salary increase shall be temporary and upon completion of the assignment, the employee shall go back to the salary he or she would have had if not assigned in the interim role, taking into account any increase the employee would have received if not placed in the interim role.

Section 18. Certification and Educational Increases

The Town Administrator will recommend a schedule of salary increases to reward employees for attaining and maintaining certifications and obtaining degrees that increase the employee's value to the Town.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Policy

It is the policy of the Town to foster, maintain and promote equal employment opportunity. The Town shall select employees on the basis of the applicant's qualifications for the job and award them with respect to compensation and opportunity for training and advancement, including upgrading and promotion, without regard to age, sex, race, color, religion, national origin, disability, political affiliation, marital status, veteran status, sexual orientation or identity, or genetic information. Applicants with physical disabilities shall be given equal consideration with other applicants for positions in which their disabilities do not represent an unreasonable barrier to satisfactory performance of essential duties with or without reasonable accommodation.

It is a violation of Town policy to retaliate in any way against an employee who assists, participates in, or supports this policy or anyone making a bona-fide complaint under this policy or who participates or assists in any EEOC, OSHA or other internal or external processes protected by law.

Section 2. Implementation of Equal Employment Opportunity Policy

The Human Resources Officer and all personnel responsible for recruitment and employment will continue to review regularly the implementation of this Personnel Policy and relevant practices to assure that equal employment opportunity based on reasonable, job-related requirements is being actively observed to the end that no employee or applicant for employment shall suffer discrimination because of age, sex, race, color, religion, disability, national origin, political affiliation, veteran status, marital status, sexual orientation or identity or genetic information. Notices with regard to equal employment matters shall be posted in conspicuous places on Town premises in places where notices are customarily posted.

Section 3. Recruitment, Selection and Appointment

Recruitment Sources. When position vacancies occur, the Human Resources Office shall publicize these opportunities for employment, including applicable salary information and employment qualifications. Information on job openings and hiring practices will be provided to recruitment sources, including the Division of Employment Security and organizations and news media available to minority applicants. In addition, notice of vacancies shall be posted at designated conspicuous Town sites. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for Town service. In rare situations because of emergency conditions, high turnover, etc., the Town may hire or promote without advertising jobs upon approval of the Town Administrator.

Job Advertisements. Jobs will be advertised in local area newspapers, professional publications, and other relevant publications, as needed, in order to establish a diverse and qualified applicant pool. Vacancy notices should be posted in all Town employment locations. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes. Job announcements will normally be sent to the Division of Employment Security.

Application for Employment. All persons expressing interest in employment with the Town shall be given the opportunity to file an application for employment for positions which are being recruited. The Town accepts applications and resumes only for vacant advertised positions.

Application Reserve File. Applications shall be kept in an inactive reserve file for a period of two years in accordance with Equal Employment Opportunity Commission guidelines.

Selection. Department heads, with the assistance of the Human Resources Officer, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including criminal history where job-related. All selection devices administered by the Town shall be valid measures of job performance.

References and Background Investigations. Before any commitment is made to an applicant the Town will conduct reference checks regarding the employee's qualifications and work performance. In addition, physical examinations, drug screening and criminal background investigations may be performed. Conviction of a crime is not automatically disqualifying. The Town will consider the severity of the crime, degree to which the crime is job related to the job for which the applicant is being considered, and length of time since the conviction to determine the degree to which there is a business necessity for choosing not to hire the applicant.

Appointment. Before any commitment is made to an applicant either internal or external, the department head shall make recommendations to the Human Resources Officer including the position to be filled, the salary to be paid, and the reasons for selecting the candidate over other candidates. The Human Resources Officer and department head shall recommend approval of appointments and the starting salary for all applicants to the Town Administrator. The Town Administrator shall approve appointments and the starting salary for all applicants.

Section 4. Probationary Period

An employee appointed or promoted to a permanent position shall serve a probationary period. Employees shall serve a six-month probationary period, except that employees in department head positions shall serve a twelve-month probationary period. Employees hired as "trainees" shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Employees serving a twelve-month probation shall have a probationary review at the end of six months as well as before the end of twelve months.

An important purpose of the probationary period is to provide an opportunity for the appointee to adjust to the new job. Likewise it serves as a trial period during which the employee demonstrates his or her ability to perform the work, to demonstrate good work habits and to work well with the public and coworkers. Before the end of the probationary period, the supervisor shall conduct a performance evaluation conference with the employee and discuss accomplishments, strengths, and needed improvements. A summary of this discussion shall be documented in the employee's personnel file. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. With approval of the Town Administrator probationary periods may be extended for a maximum of six additional months.

Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy for disciplinary action. A probationary employee dismissed during the probationary period is not eligible for terminal pay for accrued annual leave

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such

position is available, the employee shall be dismissed. Promoted and demoted employees who are on probation retain all other rights and benefits.

Section 5. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary range. It is the Town's policy to create career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is best suited of all applicants, that applicant shall be appointed to that position. The Town will balance three goals in the employment process:

- 1) the benefits to employees and the organization of promotion from within;
- 2) providing equal employment opportunity and a diversified workforce to the community; and
- 3) obtaining the best possible employee who will provide the most productivity in that position.

Therefore, except in rare situations where previous Town experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate, the Town will conduct an open recruitment and consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen on the basis of their qualifications and their work records. Internal candidates shall apply for promotions using the same application process as external candidates.

Section 6. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. Demotion may be voluntary or involuntary. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such disciplinary demotion shall follow the disciplinary procedures outlined in this Policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a demotion. A voluntary demotion is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

Section 7. Transfer

Transfer is the movement of an employee from one position to a position in a class in the same salary range. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. A department head wishing to transfer an employee to a different department or classification shall make a recommendation through the Human Resources Officer to the Town Administrator with the consent of the receiving department head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. Notwithstanding the employee's right to file a grievance, the Town reserves the right to transfer employees either temporarily or permanently when doing so will serve the Town's best interest.

An employee who has successfully completed a probationary period may be transferred into the same classification without serving another probationary period.

ARTICLE V. CONDITIONS OF EMPLOYMENT

Section 1. Work Schedule

Department heads shall establish work schedules, with the approval of the Town Administrator which meet the operational needs of the department in the most cost effective manner possible.

Section 2. Political Activity

Each employee has a civic responsibility to support good government by every available means and in every appropriate manner. Each employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, may advocate and support the principles or policies of civic or political organizations in accordance with the Constitution and laws of the United States and the State of North Carolina. However, no employee shall:

- a) Engage in any political or partisan activity while on duty;
- b) Use official authority or influence for the purpose of interfering with or affecting the result of a nomination or an election for office;
- c) Be required as a duty of employment or as condition for employment, promotion or tenure of office to contribute funds for political or partisan purposes;
- d) Coerce or compel contributions from another employee of the Town for political or partisan purposes;
- e) Use any supplies or equipment of the Town for political or partisan purposes; or
- f) Be a candidate for nomination or election to office under the Town Charter;

Any violation of this section shall subject the employee to disciplinary action including dismissal.

Section 3. Outside Employment

The work of the Town shall have precedence over other occupational interests of employees. All outside employment for salaries, wages, or commissions and all self-employment must be reported in writing in advance to the employee's supervisor, who in turn will report it to the department head. The department head will review such employment for possible conflict of interest and then submit a record of the employment to the Town Administrator for review and approval. Conflicting and/or unreported outside employment are grounds for disciplinary action up to and including dismissal. Documentation of the approval of outside employment will be placed in the employee's personnel file.

Examples of conflicts of interest in outside employment include *but are not limited to*:

- a) employment with organizations or in capacities that are regulated by the employee or employee's department; or
- a) with organizations or in capacities that negatively impact the employee's perceived integrity, neutrality, or reputation related to performance of the employee's Town duties.

An employee who sustains an injury or illness in connection with outside employment and is receiving worker's compensation from that employer shall not be entitled to receive Town worker's compensation benefits or accrued Town sick leave.

Section 4. Dual Employment

The Town prohibits any employee from holding more than one position with the Town if the combined positions will result in the employee working more than 40 hours per week in any week of the year unless approved by the Town Administrator. The Town will consult and follow FLSA regulations in all dual employment cases to insure that the regulations are followed.

Section 5. Employment of Relatives

The policy of the Town is to discourage the employment of relatives. The Town prohibits the hiring and employment of immediate family in full or part-time positions within the same work unit if such employment would result in one family member supervising another or if one member will occupy a position of influence over another member's employment or any condition of employment. Examples of potential influence include but are not limited to hiring, promotions, salary administration and disciplinary action.

For the purposes of this Article, immediate family shall be defined as spouse, child, parent, sibling, grandparent, grandchild, aunt and uncle to include in-law, step and half relationships. The definition for this Article also includes individuals living in the same household who share a relationship comparable to immediate family members.

The Town also prohibits the employment of any person into a position who is an immediate family member of individuals holding the following positions: Mayor, Town Council Member, Town Administrator, Finance Officer, Human Resources Officer, Town Clerk, or Town Attorney.

Other circumstances may also prohibit the hiring of family members. Otherwise, the Town will consider employing family members or related persons in the service of the Town, provided that such employment does not:

- 1) result in a relative supervising relatives;
- 2) result in a relative auditing the work of a relative;
- 3) create a conflict of interest with either relative and the Town; or
- 4) create the potential or perception of favoritism.

This provision shall not apply retroactively to anyone employed when the provision was adopted by the Town.

Section 6. Harassment Prohibited

The Town prohibits harassment in any form that is based on sex, race, color, religion, national origin, age, disability, veteran status or genetic information. Harassment is defined as conduct that culminates in tangible employment action or is sufficiently severe or pervasive as to create a hostile work environment.

A particular form of harassment, sexual harassment, is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when

- 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment includes repeated offensive sexual remarks, continual or repeated comments about an individual's body and offensive sexual language.

Any employee who believes that he or she may have a complaint of harassment may follow the Grievance Procedure described in this Policy or may file the complaint directly with the Human Resources Officer or department head who will immediately notify the Town Administrator. The employee may file the complaint directly with the Town Administrator if it involves a department head. The Human Resources Officer will ensure that an investigation is conducted into any allegation of harassment and advise the employee and appropriate management officials of the outcome of the investigation.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees. Employees witnessing harassment shall also report such conduct to an appropriate Town management official.

Section 7. Expectation of Ethical Conduct

The proper operation of Town government requires that public officials and employees be independent, impartial, and responsible to the people; that governmental decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. No official or employee of the Town shall solicit or accept any gift, favor, or thing of value (over \$50) that may tend to influence such employee in the discharge of the employee's duties, or grant in the discharge of duty an improper favor, service, or thing of value.

Section 8. Performance Evaluation

Supervisors and/or department heads shall normally conduct performance evaluation conferences with each employee at least once a year. These performance evaluations shall be documented in writing and placed in the employee's personnel file. Procedures for the performance evaluation program shall be published by the Human Resources Officer with the approval of the Town Administrator.

Section 9. Safety

Safety is the responsibility of both the Town and employees. It is the policy of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices and precautions and training in safety methods.

Department heads and supervisors are responsible for ensuring safe work procedures, including the use of all required personal protective equipment and providing necessary safety training programs.

Section 10. Use of Town Property and Equipment

Town equipment, vehicles, materials, tools and supplies shall not be available for personal use and are not to be removed from Town property except in the conduct of official Town business, unless approved by the Town Administrator. All Town property issued to the employee shall be returned to the employee's supervisor upon termination of employment prior to the issuance of the final pay check.

Electronic Communications. The Town maintains electronic communications systems (e.g. voicemail, email, internet access) and provides access to telephones, computers, tablets, cell phones or other electronic equipment to assist employees while conducting business for the Town. Employee access to the Town's electronic resources requires responsibilities and is subject to relevant Town policies and local State and Federal laws. This equipment is for business use and any personal use must be brief, infrequent, and not interfere with other employees' work (i.e. personal mass emails). Employees are expected to use discretion and be brief when using Town cell phones for any personal phone calls.

Under no circumstances may employees use Town electronic equipment to send or receive any material that might be considered offensive including but not limited to pornography, comments or images which could be considered offensive to someone based on their sex, race, religion, national origin, age, disability or genetics.

Under North Carolina law, email sent or received by the Town, except in limited circumstances, is considered a public record and is subject to inspection on request by the public. All information created, stored or transmitted on or with any Town resource is the property of the Town. The Town reserves the right to inspect or audit any documents, emails or messages sent or received on the Town's equipment. Except as authorized by the Town, employees may not read or listen to any electronic communication intended for others.

Each employee is responsible, in coordination with the employee's department head, for the security and integrity of Town information stored on the computer(s) assigned to the employee. Employees will not download information from a website or install any software on Town computers, phones, etc. unless authorized by the Town Administrator. In any situation where automatic back-up is not available, the employee is responsible to create regular data back-ups, control access to the electronic systems, and use available virus protection software. All employees must ensure protection of personal passwords.

Section 11. Substance Abuse Policy

The Town is committed to a drug-free workplace to maintain a safe and healthy working environment for employees and a productive, effective work force for the Town's citizens. The Town prohibits employees reporting to work with their ability to perform impaired by alcohol, illegal drugs, intentionally and inappropriately used prescriptions, over-the-counter drugs, or other chemicals and substances. A separate Substance Abuse Policy will be maintained by the Town and provided to all employees.

Section 12. Driver's License

All employees who are in positions required on the class specification to maintain an active driver's license are required to do so as a condition of employment. Each year, upon completion of the employee's performance review, the human resources office will verify the status of the employee's driver's license. If the driver's license is not in good standing, the employee may be suspended, demoted or dismissed.

Section 13. Technology/Social Media Policy

The Town understands that many employees may enjoy and participate in various personal media sites (for example Facebook, Twitter, etc.). As holders of the public trust, employees are expected to exercise sound judgment and discretion in contributing to social media sites where information is available to numerous users. While at work any personal use must be brief and infrequent.

When using social media, unless specifically authorized by the Town Administrator, employees are prohibited from:

1. using personal social media to conduct any Town business;
2. disclosing any confidential Town information or personnel information protected by law or policy;
3. using the Town's name in their personal identity or using any Town trademark, logo or other intellectual property;
4. wearing any uniform or insignia that identifies the employee as an employee of the Town of Archer Lodge;
5. using their official position or title in any communications; or
6. any suggestion that they are speaking as a representative on behalf of the Town; employees must always identify that they are speaking as private citizens.

Employees should be aware that public speech including social media, unless it is protected by law, may subject the employee to liability under civil laws as well as the Town's policies. When in doubt, the employee should discuss this with appropriate supervisors.

Section 14. Non-Violent Work Place

The Town of Archer Lodge is a non-violent workplace. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Town property will not be tolerated. Workplace violence includes, but is not limited to, intimidation, threats, physical attacks, domestic violence or property damage committed by anyone against the Town or Town employees in the workplace.

All employees are responsible to help ensure that the Town avoids incidents of workplace violence. Employees shall not engage in or encourage another employee to engage in either physical or verbal confrontation with a potentially violent individual. Employees who overhear or become aware of any threatening communications from an employee or outside third party shall immediately report the information to the department head or Town Administrator.

If an employee feels that he/she has been threatened, the employee should report the occurrence immediately to the supervisor or department head who will in turn report the incident to the Town Administrator.

The Town will investigate all threats or incidences of violence related to the workplace and/or involving employees during work hours. When a threat has been reported or management determines that a potential for violence exists, management may require an employee to undergo an assessment to determine the risk of danger.

Any employee charged with such behavior will be subject to discipline, up to and including dismissal and may be subject to criminal charges.

ARTICLE VI. EMPLOYEE BENEFITS

Section 1. Eligibility

All full and part-time employees of the Town are eligible for employee benefits as provided for in this Article which are subject to change at the Town's discretion and annual budget appropriations. Limited Service employees are eligible only for legally mandated benefits such as workers' compensation and FICA..

Section 2. Employee Group Health

The Town provides group health insurance programs for full and part-time employees and their families as specified under the terms of the group insurance contract.

The Town pays the entire cost of health insurance for full-time employees. The Town will comply with the Affordable Care Act by providing health insurance for all employees expected to work 30 or more hours per week for three or more months. Employees budgeted to work 20 or more hours per week but fewer than 30 hours per week are eligible for health insurance but must pay a pro-rated amount based on the average number of hours per week they are budgeted to work.

Information concerning cost and benefits shall be available to all employees from the Human Resources Office.

Section 3. Other Optional Insurance Plans

The Town may provide and/or make other insurance plans available to employees upon authorization of the Town Administrator and/or Town Council. Such benefits will be reviewed to ensure they do not create an incentive for absence prior to being offered. For information about optional group benefit programs, employees may contact the Human Resources office.

Section 4. Retirement

Each employee who is expected to work for the Town more than 1,000 hours annually shall join the North Carolina Local Governmental Employees' Retirement System as a condition of employment and contribute the amount determined by the system.

Section 5. Supplemental Retirement Benefits

The Town may provide supplemental retirement benefits for its full and part-time employees as determined in the budget each year. All full-time employees may make voluntary contributions to the 401-K plan up to the limits established by law and the 401-K provider.

Section 6. Social Security

The Town, to the extent of its lawful authority and power, has extended Social Security benefits to its eligible employees.

Section 7. Workers' Compensation

All employees of the Town (full-time, part-time, and limited service) are covered by the North Carolina Worker's Compensation Act and are required to report all injuries arising out of and in the course of

employment to their immediate supervisors at the time of the injury in order that appropriate action may be taken at once.

Responsibility for claiming compensation under the Worker's Compensation Act is on the injured employee, and such claims must be filed by the employee with the North Carolina Industrial Commission within two years from date of injury. The department head and the Human Resources Officer will assist the employee in filing the claim.

Pursuant to a declaration invoking Section 304 of the Homeland Security Act, this provision will also apply to reactions to small pox vaccinations administered to Town employees under the Homeland Security Act. Such reactions shall be treated the same as any other worker's compensation claim.

Section 8. Unemployment Compensation

Local governments are covered by unemployment insurance. Town employees who are terminated due to a reduction in force or released from Town service may apply for benefits through the local Division of Employment Security office where a determination of eligibility and benefits will be made.

Section 9. Credit Union Membership

Employees of the Town of Archer Lodge are eligible for membership in the North Carolina Local Employees' Federal Credit Union.

Section 10. Tuition Assistance Program

Full-time employees who have completed initial probation may apply for tuition reimbursement for courses taken on their own time which will improve their skills for their current job or prepare them for promotional opportunities with the Town. Tuition, registration, fees, laboratory fees, and student fees are eligible expenses. Employees may be reimbursed eligible expenses up to a total of one thousand dollars (\$1000) per fiscal year. Satisfactory completion of the courses will be required for reimbursement. Requests for tuition assistance shall be submitted to the Human Resources Office prior to course registration and are subject to the review and approval of Department Head and Town Administrator, subject to availability of funds.

ARTICLE VII. HOLIDAYS AND LEAVES OF ABSENCE

Section 1. Policy

The policy of the Town is to provide vacation leave, sick leave, and holiday leave to all full and part-time employees and to provide proportionately equivalent amounts to employees having average work weeks of different lengths. Employees shall accrue leave proportionately with each payroll. In all cases, an employee with a compensatory leave balance shall use compensatory leave prior to use of sick or vacation leave.

Section 2. Holidays

The Town will follow the holiday schedule as published by the State of North Carolina for state employees.

In order to receive a paid holiday, an employee must have worked the day before and the day after the holiday(s), or have been given approved paid leave.

Employees wishing to schedule time off for religious observances, other than those observed by the Town, may request vacation leave from their respective department head. The department head will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance. Vacation leave for religious observances may be denied only when granting leave would create an undue hardship for the Town.

Section 3. Holidays: Effect on Other Types of Leave

Regular holidays which occur during a vacation, sick or other leave period of any employee shall not be considered as vacation, sick, or other leave.

Section 4. Holidays: Compensation When Work is Required or Regularly Scheduled Off for Shift Personnel

Sworn police and fire employees required to perform work on regularly scheduled holidays will be paid 12 hours of holiday pay for each full shift actually worked. Police officers who are not scheduled to work on a holiday will receive 8.4 hours for the holiday; firefighters will receive 10.6 hours. When an employee takes any time off during the pay period of a holiday, the time off will first be charged to the accrued holiday then to vacation or sick leave as appropriate. An employee who works the entire pay period of a holiday *but not on the holiday* will receive payment for the holiday in the amount of 8.4 hours for police officers and 10.6 for firefighters.

Section 5. Vacation Leave

Vacation is a privilege granted to employees by the Town. Vacation leave is intended to be used for rest and relaxation, school appointments, and other personal needs. Vacation should be requested in advance in methods determined by the department and approved by the supervisor.

Vacation leave may also be used by employees who wish to observe religious holidays other than those granted by the Town. Employees who wish to use leave for religious observances must request leave from their respective department heads. The department head will attempt to arrange the work schedule so that an employee may be granted vacation leave for the religious observance.

Vacation leave for religious observance may be denied only when granting the leave would create an undue hardship for the Town.

Section 6. Vacation Leave: Use by Probationary Employees

Employees serving a probationary period following initial employment may accumulate vacation leave but shall not be permitted to take vacation leave during the first six months of employment unless approved by the Town Administrator. A probationary employee who is dismissed during the probationary period will not be eligible for terminal pay for any accumulated vacation leave.

Section 7. Vacation Leave: Accrual Rate

Each full-time general employee of the Town will accrue vacation on the following schedule. (See Section 16 of this Article for more information for pro-rating vacation for full and part-time employees with different work hours.) Vacation will be accrued proportionately in each payroll.

Years of Service	Days Accrued Per Year
0 - 4	12
5 - 9	15
10 - 19	18
20 plus	20

Section 8. Vacation Leave: Maximum Accumulation

Vacation leave may be accumulated without any applicable maximum until the pay period containing December 31 of each fiscal year. During the pay period containing December 31, any employee with a balance exceeding 30 days shall have the excess accumulation transferred to sick leave so that only a balance of 30 days is carried forward to January 1.

Regardless of accumulated balance if an employee separates from service, the payment for accumulated vacation leave shall not exceed 30 days(pro-rated as described in Section 16 of this Article). Employees are not eligible to receive pay for vacation time not taken.

Employees are cautioned not to retain excess accumulated vacation leave until late in the fiscal year. Because of the necessity to keep all functions in operation, large numbers of employees cannot be granted vacation leave at any one time. If an employee has excess leave accumulation during the latter part of the year and is unable to take such leave because of staffing demands, the employee shall receive no special consideration either in having vacation leave scheduled or in receiving any exception to the maximum accumulation.

Section 9. Vacation Leave: Manner of Taking

Employees shall be granted the use of accrued vacation leave upon request in advance at those times designated by the department head which will least obstruct normal operations of the Town. Department heads are responsible for insuring that approved vacation leave does not hinder the effectiveness of service delivery. Vacation may be taken in quarter hour increments.

Section 10. Vacation Leave: Payment upon Separation

An employee who has successfully completed six months of the probationary period will normally be

paid for accumulated vacation leave upon separation not to exceed 30 days provided notice is given to the supervisor at least two weeks in advance of the effective date of resignation, thirty days for department heads.

Any employee failing to give the notice required by this section shall forfeit payment for accumulated leave. The notice requirement may be waived by the Town Administrator when deemed to be in the best interest of the Town.

Employees who are involuntarily separated shall receive payment for accumulated vacation leave not to exceed 30 days.

Section 11. Vacation Leave: Payment upon Death

The estate of an employee who dies while employed by the Town shall be entitled to payment of all the accumulated vacation leave credited to the employee's account not to exceed the maximums established in Section 8 of this Article.

Section 12. Sick Leave

Sick Leave with pay is a privilege granted to employees by the Town Council, not a right, and may be used only for the purposes described in this Policy. Abuse of sick leave privileges will subject the employee to disciplinary action.

Sick Leave may be used for the following reasons: sickness, non-job related bodily injury, required physical or dental examinations or treatment, or exposure to a contagious disease, when continuing work might jeopardize the health of others.

Sick leave also may be used when an employee must care for a member of his or her immediate family who is ill. For the purposes of this benefit, immediate family is defined as spouse, child, parents of employee or spouse, grandparent, grandchild, brother or sister, or someone living in the home or in-law or step relations of same. Sick leave may not be used to care for a healthy infant or child.

Sick leave may also be used to supplement Workers' Compensation Disability Leave both during the waiting period before Workers' Compensation benefits begin, and afterward to supplement the remaining one third of salary, except that the employee may not exceed the regular gross salary amount using this provision.

Notification of the desire to take sick leave should be submitted to the employee's supervisor prior to the leave or according to departmental procedures.

Section 13. Sick Leave: Accrual Rate and Accumulation

Sick leave shall accrue at a rate of one day per month of service or twelve days per year. Sick leave for full-time employees working other than the basic forty-hour work schedule shall be pro-rated as described in this Article. Sick leave will be cumulative for an indefinite period of time and may be converted upon retirement for service credit consistent with the provisions of the North Carolina Local Governmental Employees Retirement System. A day shall be calculated based on the formula found in Section 16 of this Article.

All sick leave accumulated by an employee shall end and terminate without compensation when the employee resigns or is separated from the Town, except as stated above for retirement or upon reinstatement within one year of separation.

Section 14. Transfer of Sick Leave from Previous Employer

The Town will accept sick leave balances when documented by a previous employer when the employee worked for a previous employer covered by the North Carolina State or Local Government Retirement Systems and the employee did not withdraw accumulated retirement contributions from that employer when leaving employment.

The sick leave will be treated as though it were earned with the Town of Archer Lodge and may be used as any other accrued sick leave by the employee. The sick leave amount must be certified by the previous employer and it is the employee's responsibility to provide documentation from his or her previous employer. Transferred sick leave will be credited to the employee upon successful completion of the six months of employment.

Section 15. Sick Leave: Medical Certification

The employee's supervisor or department head may require a physician's certificate certifying the employee's or employee's family member's illness and the employee's capacity to resume duties, for each occasion on which an employee uses sick leave or whenever the supervisor observes a "pattern of absenteeism." The employee may be required to submit to such medical examination or inquiry as the department head deems desirable. The department head shall be responsible for the application of this provision to the end that:

- 1) Employees shall not be on duty when they might endanger their health or the health of other employees; and
- 2) There will be no abuse of leave privileges.

Claiming sick leave under false pretense to obtain a day off with pay shall subject the employee to disciplinary action up to and including dismissal.

Section 16. Leave Pro-rated

Holiday, annual, and sick leave earned by full-time employees with more or fewer hours than the basic work week (40 hours) shall be determined by the following formula:

- 1) The average number of hours scheduled for work per week by such employees shall be divided by the number of hours in the basic work week (usually 40 hours)
- 2) The proportion obtained in step 1 shall be multiplied by the number of hours of leave earned annually by employees working the basic work week (40 hours).
- 3) The number of hours in step 2 divided by 12 shall be the number of hours of leave earned monthly by the employees concerned, or divided by 26 shall be the number of hours of leave earned biweekly, and divided by 52 would be the amount of leave earned weekly.

Section 17. Bereavement Leave

An employee may have up to three days at full pay granted in case of death in the immediate family. For the purposes of this benefit, immediate family is defined as spouse, child, parents of employee or spouse, grandparent, grandchild, brother or sister, or someone living in the home or in-law or step relations of same. Additional time or time to attend funerals of other family members may be charged to vacation leave, compensatory time or leave without pay.

Section 18. Parental Leave

This policy is used until the Town grants FMLA to eligible employees. Parental leave may be granted to mothers and fathers for a period of up to three months for pregnancy, miscarriage, abortion, childbirth, recovery, or adoption. Employees may be granted an extension by the Town Administrator when medically necessary. Parental leave is leave without pay unless the employee uses sick or annual leave or compensatory time as provided in this Policy. A parental leave request, including the tentative duration of the leave requested, must be submitted to the Town in advance of the leave.

Vacation leave may be used during the period before and after childbirth when no actual disability is present, or during an adoption. Sick leave may be taken during the period of actual disability of the mother as certified by the attending physician, and when care of the disabled mother is required by an immediate family member. For the balance of the parental leave, the employee shall be on compensatory leave or leave without pay.

Section 19. Family and Medical Leave

The Town will grant up to 12 weeks of family and medical leave per twelve months to eligible employees in accordance with the Family and Medical Leave Act of 1993 (FMLA). Employees are eligible for FMLA when the Town employs fifty (50) or more employees or otherwise decides to provide this benefit. The leave may be paid (coordinated with the Town's Vacation and Sick Leave policies), unpaid, or a combination of paid and unpaid. Earned compensatory time may also be used during FMLA leave. Unpaid leave will be granted only when the employee has exhausted all appropriate types of paid leave. Additional time away from the job beyond the 12-week period may be approved in accordance with the Town's Leave without Pay policy.

To qualify for FMLA coverage, the employee must have worked for the employer 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins.

Family and medical leave can be used for the following reasons:

- 1) the birth of a child and in order to care for that child;
- 2) the placement of a child for adoption or foster care;
- 3) to care for a spouse, child, or parent with a serious health condition;
- 4) the serious health condition of the employee; or
- 5) military exigency.

A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, or residential medical care facility, or a condition which requires continuing care by a licensed health care provider. This policy covers illness of a serious and long-term nature resulting

in recurring intermittent or lengthy absences. Generally, a chronic or long term health condition which results in a period of incapacity for more than three days would be considered a serious health condition.

If a husband and wife both work for the Town and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent in-law) with a serious health condition, the husband and wife together may only take a total of 12 weeks leave under FMLA.

An employee taking leave for the birth of a child may use paid sick leave for the period of actual disability, based on medical certification. The employee shall then use all paid vacation, accrued compensatory time and leave without pay for the remainder of the 12-week period.

“Military Exigency” is a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military service member (reserve or national guard) under a call or order to federal active duty in support of a contingency operation. Qualifying events are:

- 1) deployment of service member with seven or fewer days' notice;
- 2) military ceremonies and events such as family-assistance or informational programs related to the family member's active duty or call to active duty;
- 3) urgent, immediate childcare or arranging for alternative childcare for the children of service members;
- 4) attending school or daycare meetings relating to the child of service member;
- 5) making financial or legal arrangements related to a family member's active duty status or call to active duty; or
- 6) taking up to five days leave to spend with a covered military member who is on short-term temporary rest and recuperation leave during deployment;
- 7) attending counseling provided by someone other than a health provider for oneself, the covered military member, or the child of the military member, the need for which arises from the active duty service or call to active duty status or the covered military member; or
- 8) post-deployment activities for a period of ninety days after the termination of the service member's active duty status.

Military Caregiver Leave: An employee whose spouse, son, daughter, parent or next of kin is a current service member who is undergoing treatment, therapy, recuperation or outpatient treatment or has temporary disability retirement for injury or illness sustained in the line of duty, is eligible for 26 weeks of FMLA leave in a single 12 month period. During a single 12 month period, the employee is eligible for a total of 26 weeks of all types of FMLA Leave combined.

The request for the use of leave must be made in writing by the employee and approved by the department head or Town Administrator.

An employee who takes leave under this policy will return to the same job or a job with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility, and authority.

Section 20. Family Medical Leave – Certification

In order to qualify for leave under this law, the Town requires medical certification. This statement from the employee's or the family member's physician should include the date when the condition began, its expected duration, diagnosis, and brief statement of treatment. For the employee's own

health condition, it should state that the employee is unable to perform the essential functions of his/her position. For a seriously ill family member, the certification must include a statement that the patient requires assistance and the employee's presence would be beneficial or desirable.

This certification should be furnished at least 30 days prior to the needed leave unless the employee's or family member's condition is a sudden one. The certification should be furnished as soon as possible (no longer than 15 days from the date of the employee's request). The certification and request must be made to the department head and filed with the Human Resources Officer.

The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the Town's Leave Without Pay policy.

Section 21. Family Medical Leave: Retention and Continuation of Benefits

When an employee is on leave under FMLA, the Town will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If an employee chooses not to return to work for reasons other than a continued serious health condition, the Town will require the reimbursement of the amount paid for the employee's health insurance premium during the FMLA leave period.

Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit by the first of each month.

After using all paid leave for which the employee qualifies, the employee on FMLA may use Leave without Pay for the remainder of the FMLA 12/26 week entitlement. An employee ceases to earn holiday or leave credits on the date leave without pay begins.

Section 22. Leave Without Pay

A full-time employee may be granted a leave of absence without pay for a period of up to twelve months by the Town Administrator. The leave may be used for reasons of birth or adoption of a child, personal disability, sickness or disability of immediate family members, continuation of education, special work that will permit the Town to benefit by the experience gained or the work performed, or for other reasons deemed justified by the Town Administrator.

The employee shall apply in writing to the Town Administrator for leave. The employee is obligated to return to duty within or at the end of the time determined appropriate by the Town Administrator. Upon returning to duty after being on leave without pay, the employee shall be entitled to return to the same position held at the time leave was granted or to one of like classification, seniority, and pay.

If the employee decides not to return to work, the department head shall be notified immediately. Failure to report at the expiration of a leave of absence, unless an extension has been requested and granted, shall be considered a resignation.

An employee shall retain all unused vacation and sick leave while on Leave Without Pay. An employee ceases to earn holiday or leave credits on the date leave without pay begins. The employee may continue to be eligible for benefits under the Town's group insurance plans at his or her own expense, subject to any regulation adopted by the Town and the regulations of the insurance

carrier. If the Leave Without Pay is for a circumstance that coincides with FMLA or USERRA then the provisions of those policies will apply.

Section 23. Worker's Compensation Leave

An employee absent from duty because of sickness or disability covered by the North Carolina Worker's Compensation Act may elect to use accrued sick leave, vacation, or compensatory time during the first waiting period of seven days. Once Worker's Compensation benefits begin, the employee may supplement the two thirds payments with one third of a day of sick leave, except that the employee may not exceed the regular gross salary amount using this provision.

Limited Service employees will be placed on leave without pay effective with the date of injury. Once the waiting period is over, workers' compensation covers two thirds of regular pay.

Any worker's compensation disability that qualifies under the requirements of FMLA shall run concurrently with FMLA. An employee on worker's compensation leave without pay will be permitted to continue to be eligible for benefits under the Town's group insurance plans during the period of worker's compensation leave that is concurrent with FMLA.

Other insurance and payroll deductions are the responsibility of the employee and the employee must make those payments for continued coverage of that benefit. Any amounts owed are due and payable by the first of the month.

An employee shall retain all unused vacation and sick leave while on Worker's Compensation Leave Without Pay. An employee ceases to earn holiday or leave credits on the date Worker's Compensation Leave without Pay begins. After the period of FMLA eligibility ends, the employee may continue to be eligible for benefits under the Town's group insurance plans at his or her own expense subject to the regulations of the insurance carrier.

Section 24. Military and other USERRA Leave

The Town will fully comply with the requirements of the 1994 Uniformed Services Employment and Re-Employment Rights Act (USERRA) and related federal regulations. For the purposes of USERRA covered employees are the following:

1. Armed Forces Active and Reserve (Army, Navy, Marine Corps, Air Force, Coast Guard)
2. Army National Guard and Air National Guard
3. FEMA's Disaster Assistance Teams
4. Commissioned Corps of the Public Health Service
5. Military Service Academies
6. Reserve Officer's Training Corps (ROTC)

Employee taking leave under USERRA shall be eligible to take accumulated vacation leave, accrued compensatory time or be placed in a leave without pay status, and the provisions of that leave shall

apply. While taking USERRA leave, the employee's unused leave balances will be retained and any seniority based benefits such as leave accrual rates will continue to accrue.

Employees performing USERRA duty of more than 30 days may elect to continue the Town's health care for up to 24 months but will be responsible for paying the insurance premiums up to 102% of the premium costs. Employees whose USERRA duty is less than 31 days will have their health insurance coverage paid as if they were at work with the Town.

Military Training

In addition to complying with the requirements of USERRA, the Town provides additional benefits for military training. Full and part-time employees who are members of an Armed Forces Reserve organization or National Guard shall be granted fifteen calendar days per year for military leave with pay. If the compensation received while on military leave is less than the salary that would have been earned during this same period as a Town employee, the employee shall receive partial compensation equal to the difference. The effect will be to maintain the employee's salary at the normal level during this period.

If such duty is required beyond the fifteen calendar days, the employee shall be eligible to take accumulated vacation leave or be placed in a leave without pay status, and the provisions of that leave shall apply. While on military leave, seniority-based benefits such as leave accrual rates shall continue to accrue as if the employee was actively at work. Employees on extended military leave will remain eligible for health benefits on a voluntary basis, at the employee's expense for a period of 24 months.

Limited Service employees will be granted time off without pay to meet their military reserve or National Guard training obligations.

Section 25. Reinstatement Following Military and other USERRA Service

An employee who volunteers or is called to active duty with the United States military forces, and who returns to work in less than five years will be returned to the same or like position he or she occupied prior to the active duty enlistment with full seniority, status, leave accrual rates and pay as if there had been no break in employment. A military discharge form "DD-214" with an honorable discharge must be submitted with the notification of intent to return to work.

Time limits for employees to reapply for return to work after release from military service are:

- 1) Less than 31 days absence - employee must report to employer by the next business day.
- 2) 31 days-180 days absence - notification to the supervisor must be submitted within 14 days.
- 3) More than 180 days absence - notification to the supervisor must be submitted within 90 days.

All reporting deadlines are extended for two years if the employee is injured during USERRA service.

Section 26. Civil Leave

A full-time or part-time Town employee called for jury duty or as a court witness for the federal or state governments, or a subdivision thereof, shall receive leave with pay for such duty during the

required absence without charge to accumulated leave. The employee may keep fees and travel allowances received for jury or witness duty in addition to regular compensation; except, that employees must turn over to the Town any witness fees or travel allowance awarded by that court for court appearances in connection with official duties. While on civil leave, benefits and leave shall accrue as though on regular duty.

Section 27. Parental School Leave

A Town employee who is a parent, guardian, or person standing in loco parentis (in place of the parent) may take up to four hours of unpaid leave annually to involve him or herself in school activities of his or her child(ren). This leave is subject to the three following conditions:

- 1) The leave must be taken at a time mutually agreed upon by the employee and the Town;
- 2) The Town may require the employee to request the leave in writing at least 48 hours prior to the time of the desired leave; and
- 3) The Town may require written verification from the child's school that the employee was involved at the school during the leave time.

Paid leave (vacation time) taken by a full-time employee to attend to school activities of his or her child shall count toward the fulfillment of this provision by the Town.

Section 28. Adverse Weather/Hazardous Conditions

The Town has responsibility for several emergency services including law enforcement and fire services. Adequate staff are required to operate these critical services seven days per week and 24 hours per day in all weather. Department heads should designate which staff are in critical positions required to report to work regardless of weather or other hazardous conditions.

The adverse weather/hazardous conditions policy is established to be as fair as possible to all employees applying the following principles:

1. Maintain adequate staffing at all times of emergency services;
2. Provide for as much safety as possible for all employees in traveling to and from work in hazardous conditions; and
3. Not pay regular salaries to some people for *not working* when others are required to be at work.

Town offices and departments shall remain open for the full scheduled working day unless authorization for closing or other deviation is received from the Town Administrator's office. The Administrator will consider the hazard of driving conditions and other relevant factors in determining whether to close Town offices. All departments and offices will be given sufficient advance notice of any authorized closing of noncritical Town functions. Upon authorizing a closing, non-critical staff may use vacation, earned compensatory time, or time without pay for the un-worked hours. Employees who leave work before an official early closing time, as well as employees who report for work late or do not report for work because of hazardous conditions may also use earned vacation or compensatory leave for days or hours not worked.

ARTICLE VIII. SEPARATION AND REINSTATEMENT

Section 1. Types of Separations

All separations of employees from positions in the service of the Town shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, reduction in force, disability, voluntary retirement, dismissal, or death.

Section 2. Resignation

An employee may resign by submitting the reasons for resignation and the effective date in writing to the immediate supervisor as far in advance as possible. In all instances, the minimum notice requirement is two calendar weeks. Failure to provide minimum notice shall result in forfeit of payment for accumulated vacation unless the notification requirement is waived upon recommendation of the department head and approval by the Town Administrator. Thirty days notice is expected of department heads and the Town Administrator.

Three consecutive days of absence without contacting the immediate supervisor or department head may be considered to be a voluntary resignation. Sick leave will only be approved during the final two weeks of a notice with a physician's certification or comparable documentation.

Section 3. Reduction in Force

In the event that a reduction in force becomes necessary, consideration shall be given to the quality of each employee's performance, organizational needs, and seniority in determining those employees to be retained. Employees who are separated because of a reduction in force shall be given at least two weeks notice of the anticipated action. No regular employee shall be separated because of a reduction in force while there are Limited Service or probationary employees serving in the same class in the department, unless the regular employee is not willing to transfer to the position held by the Limited Service or probationary employee.

Section 4. Disability

The Town will comply with the Americans with Disabilities act and will make all responsible efforts to provide reasonable accommodation to employees who may be or become disabled. An employee who cannot perform the essential duties of a position because of a physical or mental impairment may be separated for disability. Action may be initiated by the employee or the Town. In cases initiated by the employee, such action must be accompanied by medical evidence acceptable to the Town Administrator. The Town may require an examination, at the Town's expense, performed by a physician of the Town's choice.

Employees who meet the requirements of the North Carolina Local Governmental Employees Retirement System may qualify for a disability retirement. Information about this option is available from the Human Resources Officer or the Retirement System.

Section 5. Voluntary Retirement

An employee who meets the conditions set forth under the provisions of the North Carolina Local Governmental Employee's Retirement System may elect to retire and receive all benefits earned under the retirement plan.

Section 6. Death

Separation shall be effective as of the date of death. All compensation due shall be paid to the estate of the employee.

Section 7. Dismissal

An employee may be dismissed in accordance with the provisions and procedures of Article IX.

Section 8. Reinstatement

An employee who is separated because of a reduction in force or who resigns while in good standing may be reinstated within one year of the date of separation, upon recommendation of the department head, and upon approval of the Town Administrator. An employee who is reinstated in this manner shall be re-credited with his or her previously accrued sick leave.

Section 9. Rehiring

An employee who resigns while in good standing may be rehired with the approval of the Town Administrator, and may be regarded as a new employee, subject to all of the provisions of rules and regulations of this Policy. An employee in good standing who is separated due to a reduction in force shall be given the first opportunity to be rehired in the same or a similar position.

ARTICLE IX. UNSATISFACTORY JOB PERFORMANCE AND DETRIMENTAL PERSONAL CONDUCT

Section 1. Disciplinary Action for Unsatisfactory Job Performance

A regular employee may be placed on disciplinary suspension, demoted, or dismissed for unsatisfactory job performance, if after following the procedure outlined below, the employee's job performance is still deemed to be unsatisfactory. The Human Resources Officer will be available to assist all parties with the procedures in taking or responding to disciplinary actions. All cases of disciplinary suspension, demotion, or dismissal must be approved by the Town Administrator prior to giving final notice to the employee.

Section 2. Unsatisfactory Job Performance Defined

Unsatisfactory job performance includes any aspects of the employee's job which are not performed as required to meet the standards set by the department head or Town Administrator.

Examples of unsatisfactory job performance include, but are not limited to, the following:

- 1) Demonstrated inefficiency, negligence, or incompetence in the performance of duties;
- 2) Careless, negligent or improper use of Town property or equipment;
- 3) Physical or mental incapacity to perform duties after reasonable accommodation;
- 4) Discourteous treatment of the public or other employees;
- 5) Absence without approved leave;
- 6) Improper use of leave privileges;
- 7) Failure to report for duty at the assigned time and place;
- 8) Failure to complete work within time frames established in work plan or work standards;
- 9) Failure to meet work standards over a period of time; or
- 10) Failure to follow the chain of command to address work-related issues.
- 11) Failure to maintain certifications required by the job.

Section 3. Communication and Warning Procedures Preceding Disciplinary Action for Unsatisfactory Job Performance

When an employee's job performance is unsatisfactory, or when incidents or inappropriate actions warrant, the supervisor shall meet with the employee as soon as possible in one or more counseling sessions to discuss specific performance problems. A brief summary of these counseling sessions shall be noted in the employee's file by the supervisor.

An employee whose job performance is unsatisfactory over a period of time should normally receive

at least two documented warnings, one of which may be in the final written warning, from the supervisor before disciplinary action resulting in dismissal is taken by the Town Administrator. In each case, the supervisor should record the dates of discussions with the employee, the performance deficiencies discussed, the corrective actions recommended, and the time limits set. If the employee's performance continues to be unsatisfactory, then the supervisor should use the following steps:

- 1) A final written warning from the supervisor serving notice upon the employee that corrected performance must take place immediately in order to avoid suspension, demotion, or dismissal.
- 2) If performance does not improve, a written recommendation should be sent to the department head and Town Administrator for disciplinary action such as suspension, demotion, or dismissal.

Disciplinary suspensions are for the purpose of communicating the seriousness of the performance deficiency, not for the purpose of punishment, and should not generally exceed three days (24 hours) for non-exempt employees. Suspensions for exempt employees shall be for one full work week in accordance with FLSA requirements to maintain exempt status. Under FLSA suspensions of less than a week are authorized for major safety violations or infractions of workplace conduct rules (detrimental personal conduct).

Demotions are appropriate when an employee has demonstrated inability to perform successfully in the current job, but shows promise and commitment to performing successfully in a lower level job. If no other options are available, dismissal is appropriate.

If after suspension or demotion, the employee's performance does not reach an acceptable level, the employee may be dismissed. Dismissals are appropriate when the employee has shown he/she is unwilling or unable to perform work in a manner that meets the work and conduct standards of the Town.

Section 4. Disciplinary Action for Detrimental Personal Conduct

Normally, the Department Head or Town Administrator would place the employee on non-disciplinary suspension prior to making a disciplinary determination to allow time to gather facts regarding the detrimental personal conduct and make a determination regarding the severity of the conduct.

With the approval of the Town Administrator, an employee may be placed on disciplinary suspension, demoted, or dismissed without prior warning for causes relating to personal conduct detrimental to Town service in order to:

- 1) avoid undue disruption of work;
- 2) to protect the safety of persons or property; or
- 3) for other serious reasons.

Disciplinary suspensions should not normally exceed three work days for nonexempt employees. Suspensions of exempt employees shall be for one full work week in accordance with FLSA requirements to maintain exempt status.

In exigent circumstances, a department head or designated supervisor may, with or without prior approval, suspend employees for the remainder of the work day. In such cases, the department head shall immediately notify the Town Administrator.

Section 5. Detrimental Personal Conduct Defined

Detrimental personal conduct includes behavior of such a serious detrimental nature that the functioning of the Town may be or has been impaired; the safety of persons or property may be or have been threatened; or the laws of any government may be or have been violated.

Examples of detrimental personal conduct include, but are not limited to, the following:

- 1) Fraud or theft;
- 2) Conviction of a felony or the entry of a plea of nolo contendere thereto;
- 3) Falsification of records for personal profit, to grant special privileges, or to obtain employment;
- 4) Willful misuse or gross negligence in the handling of Town funds or personal use of equipment or supplies;
- 5) Willful or wanton damage or destruction to property;
- 6) Willful or wanton acts that endanger the lives and property of others;
- 7) Possession of unauthorized firearms or other lethal weapons on the job;
- 8) Brutality in the performance of duties;
- 9) Reporting to work under the influence of alcohol or drugs or partaking of such while on duty. Prescribed medication may be taken within the limits set by a physician as long as medically necessary;
- 10) Engaging in incompatible employment or serving a conflicting interest;
- 11) Request or acceptance of gifts in exchange for favors or influence;
- 12) Engaging in political activity prohibited by this Policy;
- 13) Harassment of an employee and/or the public on the basis of sex or any other protected class status; or
- 14) Harassment of an employee or the public with threatening or obscene language and/or gestures or any incidence of workplace violence
- 15) Stated refusal to perform assigned duties, flagrant violation of work rules and regulations, or serious malfeasance of work.

Section 6. Pre-Dismissal Conference

Before dismissal action is taken, whether for failure in personal conduct or failure in performance of duties, the department head or Town Administrator (in the case of disciplinary action of a department head) will conduct a pre-dismissal conference. At this conference, the employee may present any response to the proposed dismissal to department head. The department head will consider the employee's response, if any, to the proposed dismissal, and will, within three working days following the pre-dismissal conference, notify the employee in writing of the final decision after obtaining approval of the decision from the Town Administrator. If the employee is dismissed, the notice shall contain a statement of the reasons for the action and the employee's appeal rights.

Section 7. Non-Disciplinary Suspension

During the investigation, hearing, or trial of an employee on any criminal charge, or during an investigation related to alleged detrimental personal conduct, or during the course of any civil action involving an employee, when suspension would, in the opinion of the department head or Town Administrator, be in the best interest of the Town, the department head with approval of the Town Administrator may suspend the employee for part or all of the proceedings as a non-disciplinary action. In such cases, the Town Administrator may:

- 1) Temporarily relieve the employee of all duties and responsibilities and place the employee on paid or unpaid leave for the duration of the suspension, or
- 2) Assign the employee new duties and responsibilities and allow the employee to receive such compensation as is in keeping with the new duties and responsibilities.

If the employee is reinstated following the suspension such employee shall not lose any compensation or benefits to which otherwise the employee would have been entitled had the suspension not occurred. If the employee is terminated following suspension, the employee shall not be eligible for any pay from the date of suspension; provided, however, all other benefits with the exception of accrued vacation and sick leave shall be maintained during the period of suspension.

ARTICLE X. GRIEVANCE PROCEDURE AND ADVERSE ACTION APPEAL

Section 1. Policy

It is the policy of the Town to provide a just procedure for the presentation, consideration, and disposition of employee grievances. The purpose of this article is to outline the procedure and to assure all employees that a response to their complaints and grievances will be prompt and fair. The Human Resources Officer will be available to assist all parties with the procedures during the grievance process.

Employees utilizing the grievance procedures shall not be subjected to retaliation or any form of harassment from supervisors or employees for exercising their rights under this Policy. Supervisors or other employees who violate this policy shall be subject to disciplinary action up to and including dismissal from Town service.

Section 2. Grievance Defined

A grievance is a claim or complaint by a current or a former employee based upon an event or condition, which affects the circumstances under which an employee works, allegedly caused by misinterpretation, unfair application, or lack of established policy pertaining to employment conditions.

Section 3. Purposes of the Grievance Procedure

The purposes of the grievance procedure include, but are not limited to:

- 1) Providing employees with a procedure by which their complaints can be considered promptly, fairly, and without reprisal;
- 2) Encouraging employees to express themselves about the conditions of work which affect them as employees;
- 3) Promoting better understanding of policies, practices, and procedures which affect employees;
- 4) Increasing employees' confidence that personnel actions taken are in accordance with established, fair, and uniform policies and procedures;
- 5) Increasing the sense of responsibility exercised by supervisors in dealing with their employees;
- 6) Encouraging conflicts to be resolved between employees and supervisors who must maintain an effective future working relationship, and therefore, encouraging conflicts to be resolved at the lowest level possible of the chain of command; and
- 7) Creating a work environment free of continuing conflicts, disagreements, and negative feelings about the Town or its leaders, thus freeing up employee motivation, productivity, and creativity.

Section 4. Grievance Procedure

When an employee has a grievance, the following successive steps are to be taken unless otherwise provided. The number of calendar days indicated for each step should be considered the maximum, unless otherwise provided, and every effort should be made to expedite the process. However, the time limits set forth may be extended by mutual consent. The last step initiated by an employee shall be considered to be the step at which the grievance is resolved. A decision to rescind a disciplinary suspension or demotion must be approved by the department head or Town Administrator and rescinding a dismissal must be approved by the Town Administrator before the decision becomes effective.

Informal Resolution. Prior to the submission of a formal grievance, the employee and supervisor should meet to discuss the problem and seek to resolve it informally. Either the employee or the supervisor may involve the respective department head or the Human Resources Officer as a resource to help resolve the grievance.

In some instances, if both parties agree, and with the approval of the Town Administrator, the parties may request mediation assistance from a neutral party to assist in identifying mutually agreeable solutions or understandings. Mediation may be used at any step in the process if agreed to by the parties and with the approval of the Town Administrator.

Step 1. If no resolution to the grievance is reached informally, the employee who wishes to pursue a grievance shall present the grievance to the appropriate supervisor in writing. The grievance must be presented within twenty-one calendar days of the event or within twenty-one calendar days of learning of the event or condition. The supervisor shall respond to the grievance within twenty-one calendar days after receipt of the grievance. The supervisor should, and is encouraged to, consult with any employee of the Town in order to reach a correct, impartial, fair and equitable determination or decision concerning the grievance. Any employee consulted by the supervisor is required to cooperate to the fullest extent possible.

The response from the supervisor for each step in the formal grievance process shall be in writing and signed by the supervisor. In addition, the employee shall sign a copy to acknowledge receipt thereof. The responder at each step shall send copies of the grievance and response to the Human Resources Officer.

Step 2. If the grievance is not resolved to the satisfaction of the employee by the supervisor, the employee may appeal, in writing, to the appropriate department head within twenty-one calendar days after receipt of the response from Step 1. The department head shall respond to the appeal, stating the determination of decision within twenty-one calendar days after receipt of the appeal.

Step 3. If the grievance is not resolved to the satisfaction of the employee at the end of Step 2, the employee may appeal, in writing, to the Town Administrator within twenty-one calendar days after receipt of the response from Step 2. The Town Administrator shall respond to the appeal, stating the determination of decision within twenty-one calendar days after receipt of the appeal. The Town Administrator's decision shall be the final decision. The Town Administrator will notify the Town Council of any impending legal action.

Although twenty-one days are allowed at each step to ensure a thorough and careful review and response during the grievance process, resolving the grievance in the least amount of time reasonable is to the advantage of all parties.

Department Heads. In the case of department heads or other employees where the Town Administrator has been significantly involved in determining disciplinary action, including dismissal, the Town may wish to obtain a neutral outside party to either:

- 1) provide mediation between the grieving department head and the Town Administrator (see definition of mediation in “informal resolution” above); or
- 2) consider an appeal and make recommendations back to the Town Administrator concerning the appeal. Such parties might consist of human resource professionals, attorneys trained in mediation, mediators, or other parties appropriate to the situation.

The Town Administrator’s decision shall be the final decision. The Town Administrator will notify the Town Council of any impending legal action.

Section 5. Role of the Human Resources Officer

Throughout the grievance procedure, the roles of the Human Resources Officer shall be as follows:

- 1). To advise parties (including employee, supervisors, and Town Administrator) of their rights and responsibilities under this policy, including interpreting the grievance and other policies for consistency of application;
- 2) To be a clearinghouse for information and decisions in the matter including maintaining files of all grievance documents;
- 3) To give notices to parties concerning timetables of the process, etc.;
- 4) To assist employees and supervisors in drafting statements; and
- 5) To facilitate the resolution of conflicts in the procedures or of the grievance at any step in the process; and
- 6) To help locate mediation or other resources as needed.

The Human Resources Officer shall also determine whether or not additional time shall be allowed to either side in unusual circumstances if the parties cannot agree upon extensions when needed or indicated.

Section 6. Grievance and Adverse Action Appeal Procedure for Discrimination

When an employee, former employee, or applicant, believes that any employment action discriminates illegally (i.e. is based on age, sex, race, color, veteran status, religion, creed, political affiliation, non-job related disability, or genetic information), he or she has the right to appeal such action using the grievance procedure outlined in this Article (Section 4 above). While such persons are encouraged to use the grievance procedure, they shall also have the right to go directly to the Human Resources Officer or to appeal directly to the Town Administrator.

Employment actions subject to appeal because of discrimination include promotion, training, classification, pay, disciplinary action, transfer, layoff, failure to hire, or termination of employment. An employee or applicant should appeal an alleged act of discrimination within thirty calendar days of the alleged discriminatory action, but may appeal for up to six months following the action.

ARTICLE XI. RECORDS AND REPORTS

Section 1. Public Information

In compliance with North Carolina GS 160A-168, the following information with respect to each Town employee is a matter of public record:

- 1) name;
- 2) age;
- 3) date of original employment or appointment to the service;
- 4) the terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the Town has the written contract or a record of the oral contract in its possession;
- 5) current position title;
- 6) current salary;
- 7) date and amount of each increase or decrease in salary with the Town;
- 8) date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with the Town;
- 9) date and general description of the reasons for each promotion with the Town;
- 10) date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the Town. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the Town setting forth the specific acts or omissions that are the basis of the dismissal; and
- 11) the office to which the employee is currently assigned.

Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt. An individual examining a personnel record may copy the information. The cost of photocopying may be assessed to the individual who requests the copies.

For the purposes of this subsection, the term "salary" includes pay, benefits, incentives, bonuses, deferred and all other forms of compensation paid by the Town.

A record will be maintained of all disclosures of personnel records, except for authorized personnel processing personnel actions or supervisors in the line of authority of the employee. Upon request the records of disclosure will be made available to the employee to whom it pertains.

Section 2. Access to Confidential Records

All information contained in a Town employee's personnel file, other than the information mentioned above is confidential and shall be open to inspection only in the following instances:

- 1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- 2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- 3) A Town employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- 4) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- 5) An official of an agency of the State or Federal Government, or any political subdivision of the State, may inspect any portion of a personnel file when such inspection is deemed by the Town Administrator to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and telephone number from a personnel file for the purpose of assisting in a criminal investigation.
- 6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- 7) The Town Administrator, with the concurrence of the Town Council, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action. Before releasing that information, the Town Administrator shall determine in writing that the release is essential to maintaining the level and quality of Town services. The written determination shall be retained in the Town Administrator's office, is a record for public inspection, and shall become a part of the employee's personnel file.

The Town Council shall establish procedures for all personnel files containing information other than the public information mentioned above whereby an employee who objects to material may place in the file a statement relating to the material.

Section 3. Personnel Actions

The Human Resources Officer, with the approval of the Town Administrator, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally

located as designated by the Town Administrator, normally in the Human Resources Office. Any document not located there is not an official part of that employee's personnel record. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement, letters of recommendation, and other personnel-related documents.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. In accordance with established grievance procedures, the employee may seek to have a record of upheld grievances relating to personnel records placed in the file and/or may seek removal of material in the file contingent upon approval of the North Carolina Department of Cultural Resources.

Section 6. Penalties for Permitting Access to Confidential Records

Section 160A-168 of the General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be fined in an amount consistent with the General Statutes.

Section 7. Examining and/or Copying Confidential Material without Authorization

Section 160A-168 of the General Statutes of North Carolina provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be fined consistent with the General Statutes.

Section 8. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with NC General Statute 121.5, without the consent of the North Carolina Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in NC General Statute 132.3.

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.



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	<u>\$2,709..18</u>	<u>\$70,438.68</u>

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

Date

Printed name of authorized person signed above

Seal of the unit of Local Government

ATTEST:

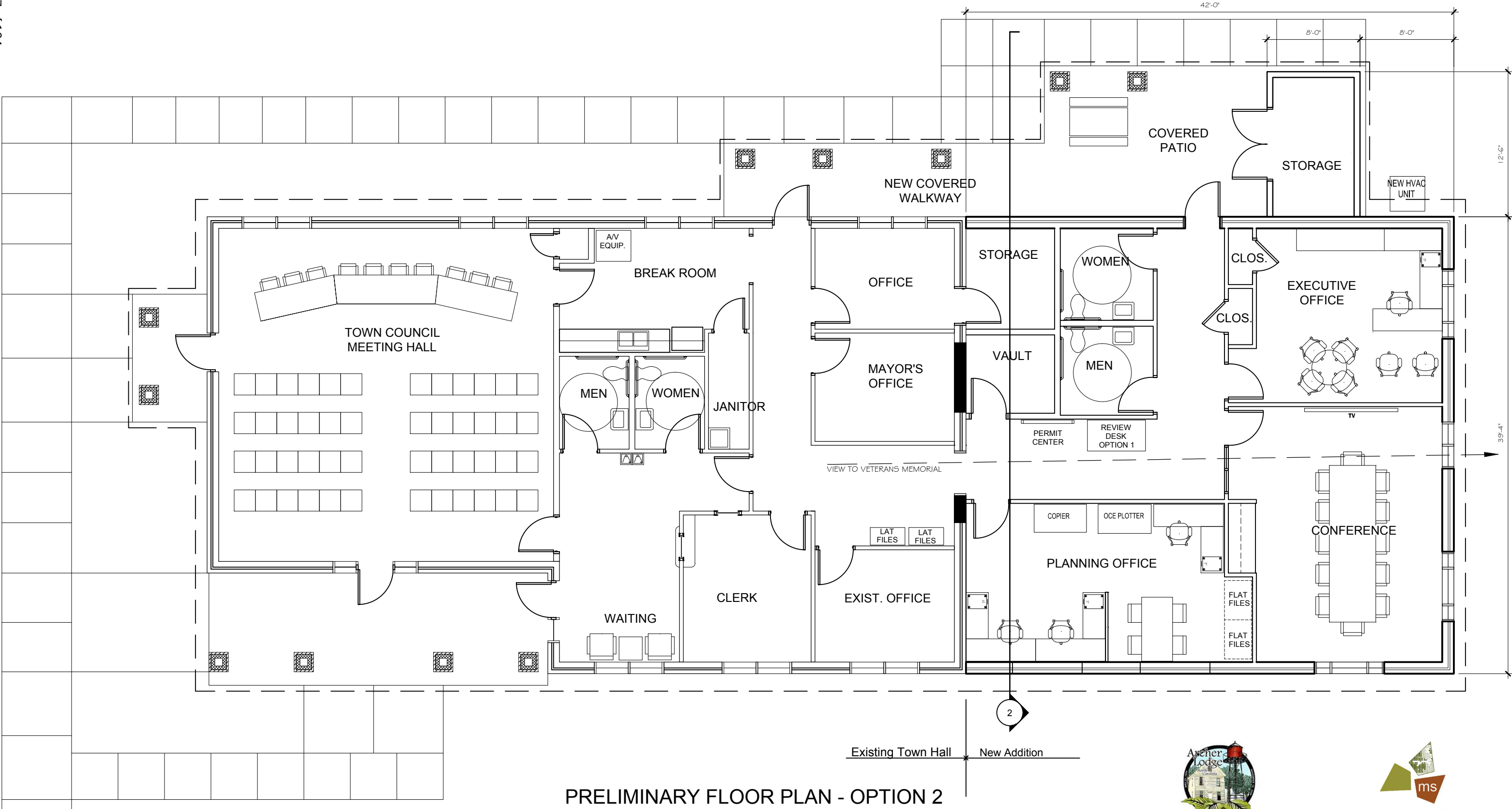
Clerk to the Governing Board/Council

Date

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

Finance Officer

Date

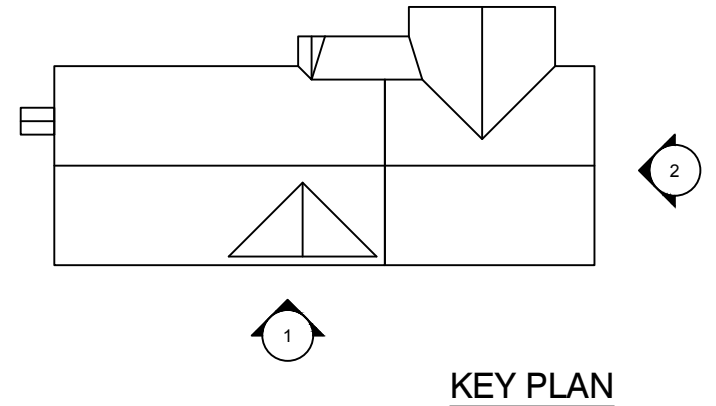
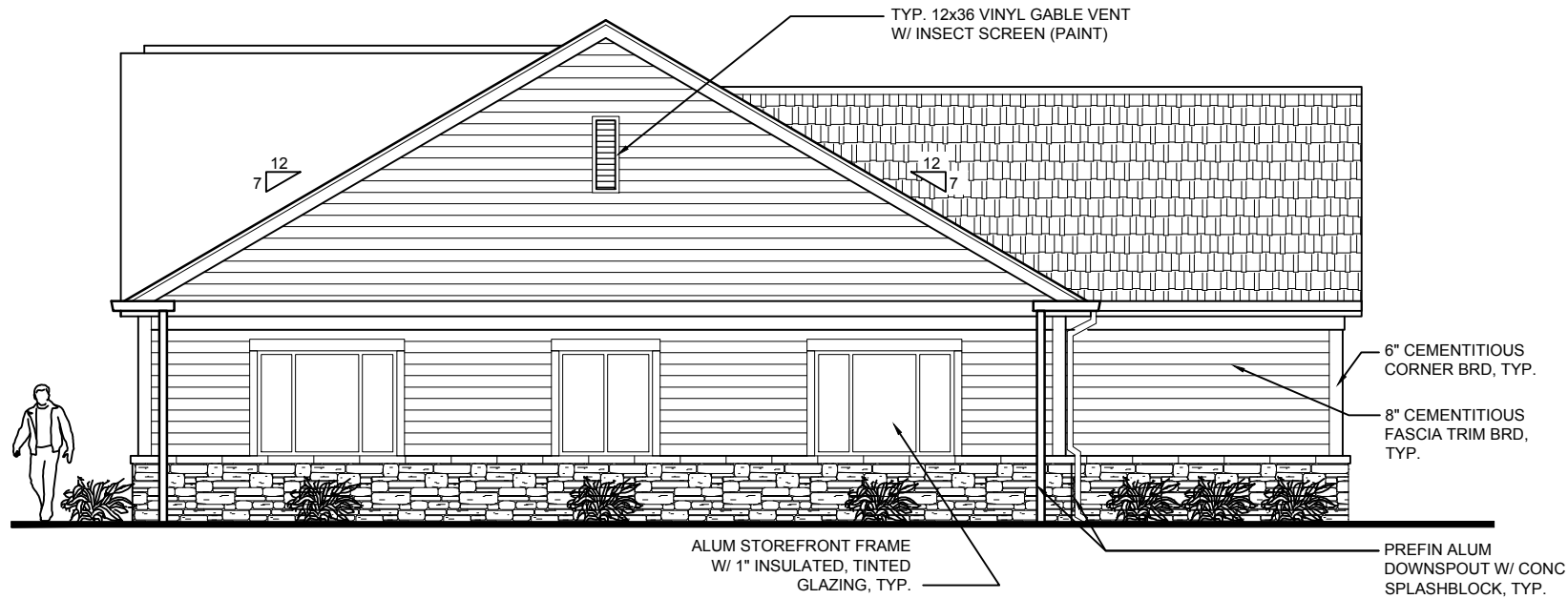


A1.0

PRELIMINARY FLOOR PLAN - OPTION 2

SCALE: 1/8" = 1'-0"





2 SIDE ELEVATION

SCALE: 1/8" = 1'-0"



1 FRONT ELEVATION

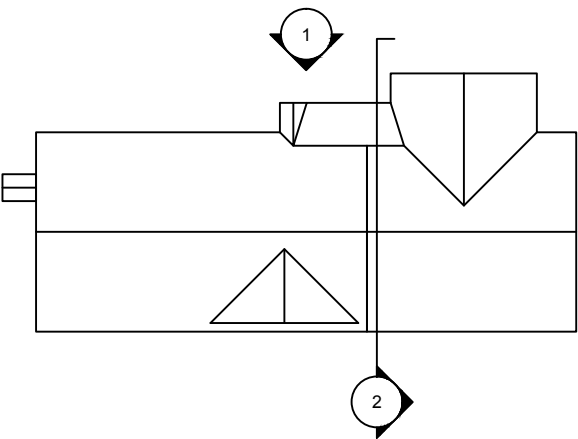
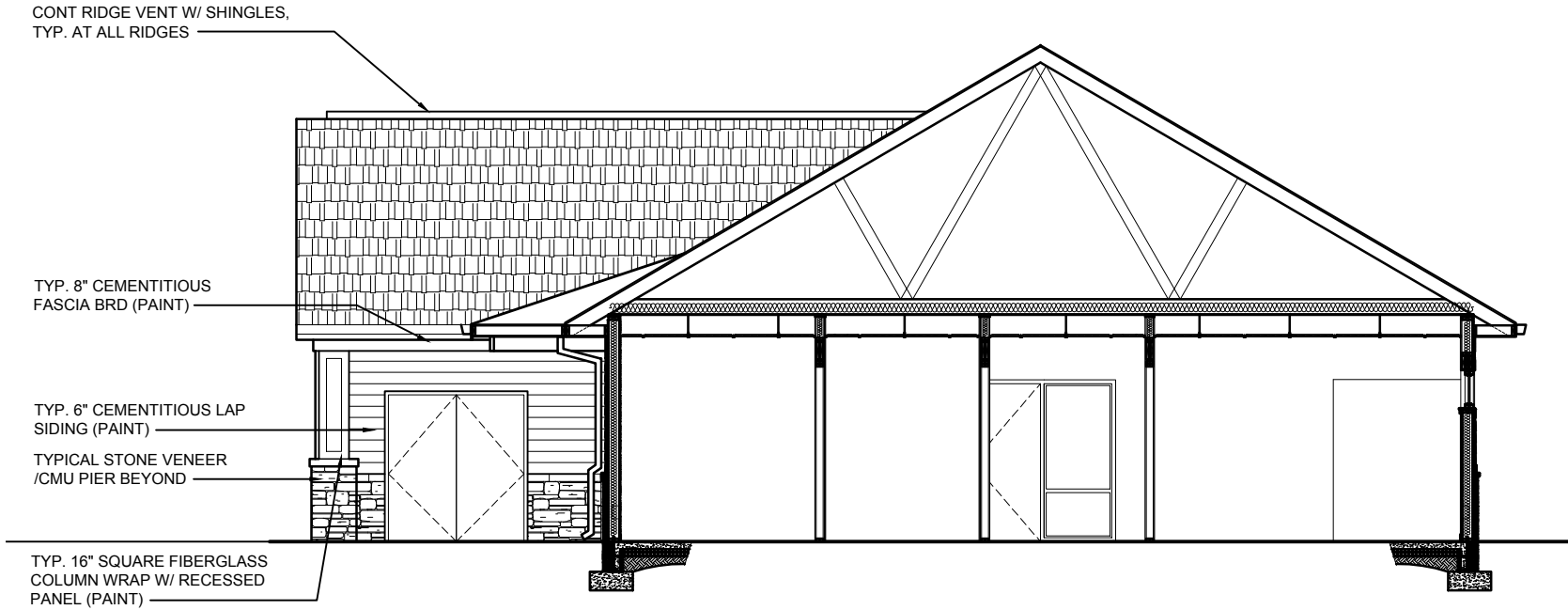
SCALE: 1/8" = 1'-0"

A2.1

PRELIMINARY EXTERIOR ELEVATIONS

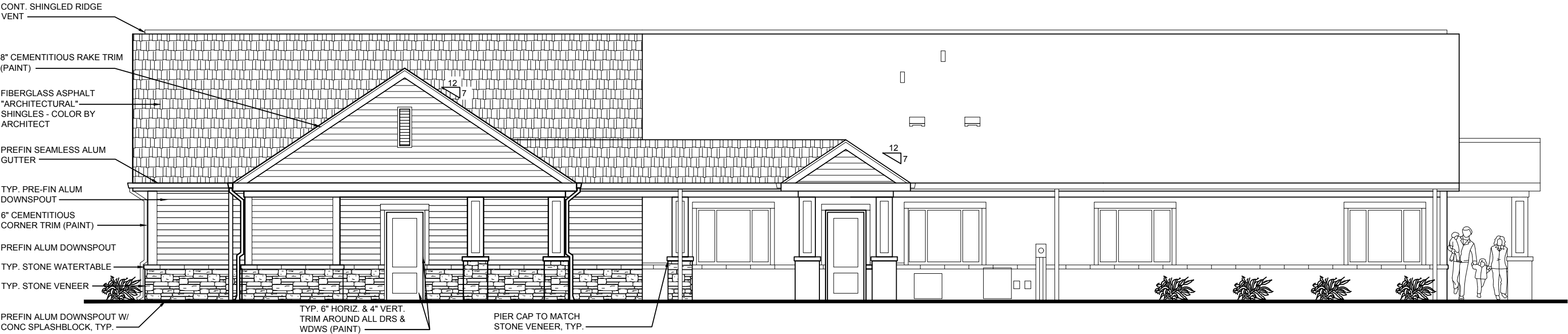
SCALE: 1/8" = 1'-0"





2 SECTION / ELEVATION

SCALE: 1/8" = 1'-0"



1 REAR ELEVATION

SCALE: 1/8" = 1'-0"

PRELIMINARY EXTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"



A2.2



TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
APRIL 30, 2018

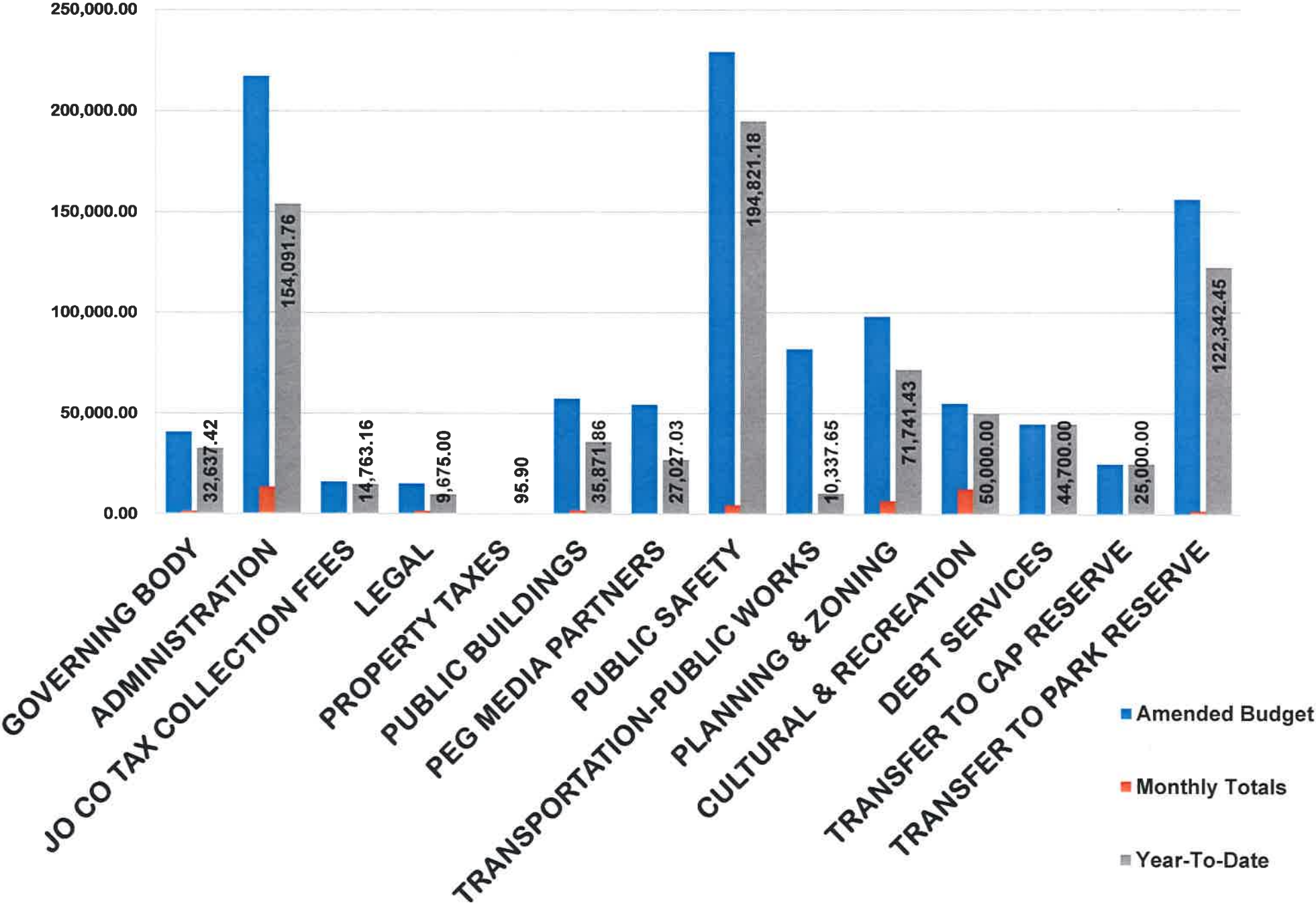
GENERAL FUND				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	563,565.00	11,648.32	570,479.83	101.23%
SALES TAXES	117,010.00	12,988.07	113,182.54	96.73%
FRANCHISE TAXES	148,500.00	0.00	76,639.96	51.61%
ALCOHOL BEV TAXES/JO CO ABC DIST	40,000.00	7,591.93	26,029.47	65.07%
PERMITS AND FEES	2,100.00	1,725.00	4,745.00	225.95%
FEE IN LIEU OF RECREATION	20,000.00	0.00	40,000.00	200.00%
PEG CHANNEL SUPPORT	54,400.00	0.00	27,027.04	49.68%
MISCELLANEOUS REVENUES	150.00	(0.01)	14.99	9.99%
INVESTMENT EARNINGS	9,500.00	1,469.63	9,426.44	99.23%
CAPITAL RESERVE TRANSFER IN	45,000.00	0.00	0.00	0.00%
FY17/18 PARK GRANT PROCEEDS	50,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	40,000.00	0.00	0.00	0.00%
	1,090,225.00	35,422.94	867,545.27	79.57%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	40,710.00	1,195.67	32,637.42	80.17%
ADMINISTRATION	217,219.00	13,328.04	154,091.76	70.94%
JO CO TAX COLLECTION FEES	16,000.00	343.45	14,763.16	92.27%
LEGAL	15,000.00	1,402.50	9,675.00	64.50%
PROPERTY TAXES	130.00	0.00	95.90	73.77%
PUBLIC BUILDINGS	57,292.00	1,801.25	35,871.86	62.61%
PEG MEDIA PARTNERS	54,400.00	0.00	27,027.03	49.68%
PUBLIC SAFETY	229,000.00	4,423.24	194,821.18	85.07%
TRANSPORTATION-PUBLIC WORKS	81,800.00	487.98	10,337.65	12.64%
PLANNING & ZONING	97,973.00	6,564.04	71,741.43	73.23%
CULTURAL & RECREATION	55,000.00	12,500.00	50,000.00	90.91%
DEBT SERVICES	44,701.00	0.00	44,700.00	100.00%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	156,000.00	1,693.80	122,342.45	78.42%
	1,090,225.00	43,739.97	793,104.84	72.75%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(8,317.03)	74,440.43	

Kim P. Batten
FINANCE OFFICER

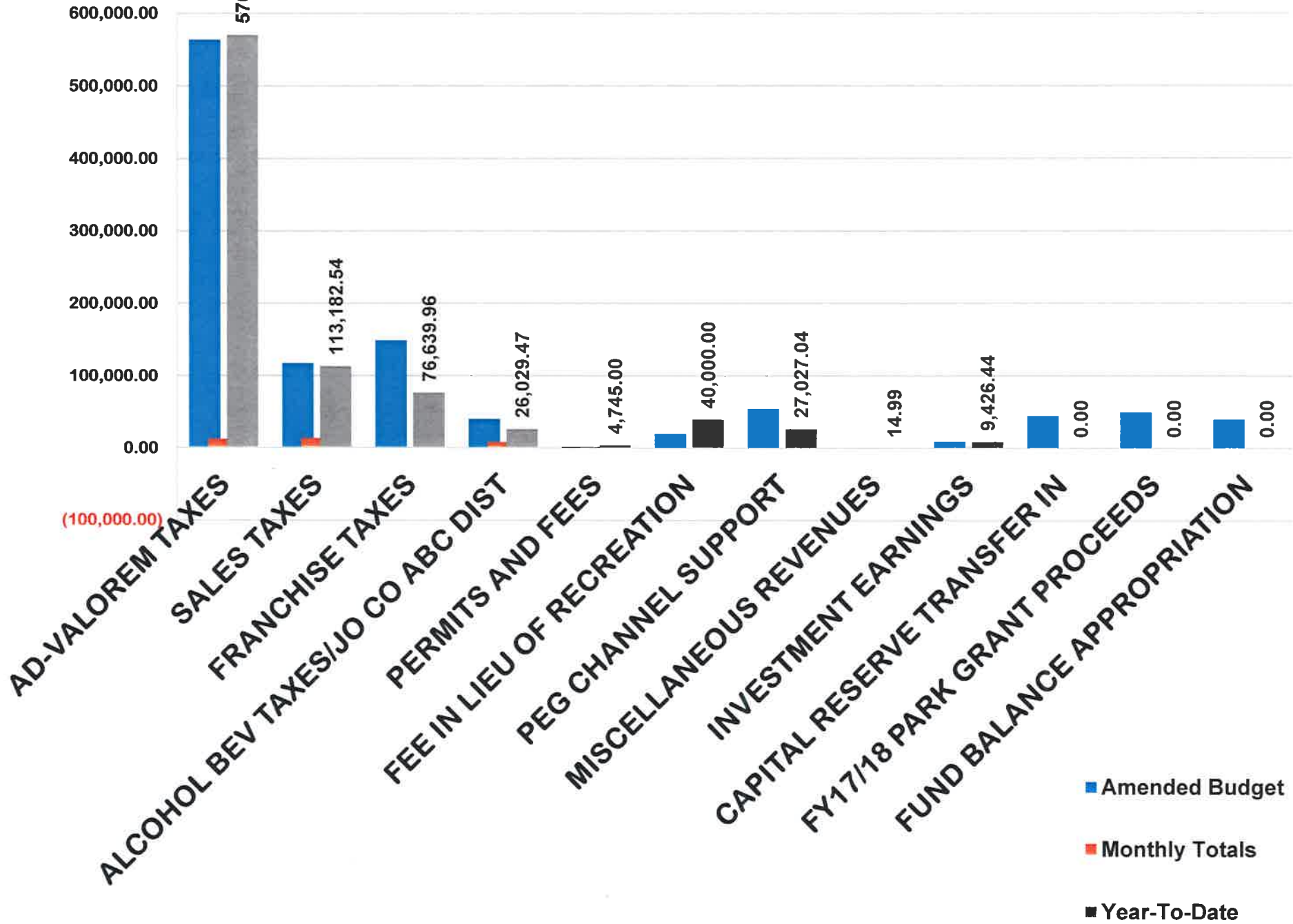
Kim P. Batten

83% thru
FY18

FY 2018 BUDGET VS. ACTUAL EXPENDITURES



FY 2018 BUDGET VS. ACTUAL REVENUES





**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
APRIL 30, 2018**

GENERAL FUND 10				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	563,565.00	11,648.32	570,479.83	101.23%
SALES TAXES	117,010.00	12,988.07	113,182.54	96.73%
FRANCHISE TAXES	148,500.00	0.00	76,639.96	51.61%
ALCOHOL BEV TAXES/JO CO ABC DIST	40,000.00	7,591.93	26,029.47	65.07%
PERMITS AND FEES	2,100.00	1,725.00	4,745.00	225.95%
FEE IN LIEU OF RECREATION	20,000.00	0.00	40,000.00	200.00%
PEG CHANNEL SUPPORT	54,400.00	0.00	27,027.04	49.68%
MISCELLANEOUS REVENUES	150.00	(0.01)	14.99	9.99%
INVESTMENT EARNINGS	9,500.00	1,469.63	9,426.44	99.23%
CAPITAL RESERVE TRANSFER IN	45,000.00	0.00	0.00	0.00%
FY17/18 PARK GRANT PROCEEDS	50,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	40,000.00	0.00	0.00	0.00%
TOTALS	1,090,225.00	35,422.94	867,545.27	79.57%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	40,710.00	1,195.67	32,637.42	80.17%
ADMINISTRATION	217,219.00	13,328.04	154,091.76	70.94%
JO CO TAX COLLECTION FEES	16,000.00	343.45	14,763.16	92.27%
LEGAL	15,000.00	1,402.50	9,675.00	64.50%
PROPERTY TAXES	130.00	0.00	95.90	73.77%
PUBLIC BUILDINGS	57,292.00	1,801.25	35,871.86	62.61%
PEG MEDIA PARTNERS	54,400.00	0.00	27,027.03	49.68%
PUBLIC SAFETY	229,000.00	4,423.24	194,821.18	85.07%
TRANSPORTATION-PUBLIC WORKS	81,800.00	487.98	10,337.65	12.64%
PLANNING & ZONING	97,973.00	6,564.04	71,741.43	73.23%
CULTURAL & RECREATION	55,000.00	12,500.00	50,000.00	90.91%
DEBT SERVICES	44,701.00	0.00	44,700.00	100.00%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	156,000.00	1,693.80	122,342.45	78.42%
TOTALS	1,090,225.00	43,739.97	793,104.84	72.75%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(8,317.03)	74,440.43	

Kim P. Batten
FINANCE OFFICER

Kim P. Batten

CAPITAL RESERVE FUND 30				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	3,500.00	547.66	3,617.72	103.36%
TRANSFER FROM GEN FUND 10	25,000.00	0.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	16,500.00	0.00	0.00	0.00%
TOTALS	45,000.00	547.66	28,617.72	63.59%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	45,000.00	0.00	0.00	0.00%
TOTALS	45,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		547.66	28,617.72	

PARK RESERVE FUND 31				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,700.00	338.74	1,754.70	103.22%
TRANSFER FROM GEN FUND 10	87,000.00	1,693.80	122,342.45	140.62%
TOTALS	88,700.00	2,032.54	124,097.15	139.91%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	88,700.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	0.00%
TOTALS	88,700.00	0.00	0.00	0.00%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		2,032.54	124,097.15	



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD ENDING APRIL 30**

GENERAL FUND				
REVENUES		Apr-18	Apr-17	DIFFERENCE
	AD-VALOREM TAXES	570,479.83	524,874.93	45,604.90
	SALES TAXES	113,182.54	81,409.39	31,773.15
	FRANCHISE TAXES	76,639.96	78,145.12	(1,505.16)
	ALCOHOL BEV TAXES/JO CO ABC DIST	26,029.47	15,183.85	10,845.62
	PERMITS AND FEES	4,745.00	7,510.00	(2,765.00)
	FEE IN LIEU OF RECREATION	40,000.00	12,000.00	28,000.00
	PEG CHANNEL SUPPORT	27,027.04	27,586.20	(559.16)
	MISCELLANEOUS REVENUES	14.99	1,979.74	(1,964.75)
	INVESTMENT EARNINGS	9,426.44	4,022.65	5,403.79
	CAPITAL RESERVE TRANSFER IN	0.00	0.00	0.00
	FY17/18 PARK GRANT PROCEEDS	0.00	0.00	0.00
	FUND BALANCE APPROPRIATION	0.00	0.00	0.00
		867,545.27	752,711.88	114,833.39
EXPENDITURES		Apr-18	Apr-17	DIFFERENCE
	GOVERNING BODY	32,637.42	25,038.14	7,599.28
	ADMINISTRATION	154,091.76	141,084.14	13,007.62
	JO CO TAX COLLECTION FEES	14,763.16	13,585.80	1,177.36
	LEGAL	9,675.00	7,330.00	2,345.00
	PROPERTY TAXES	95.90	111.85	(15.95)
	PUBLIC BUILDINGS	35,871.86	89,116.15	(53,244.29)
	PEG MEDIA PARTNERS	27,027.03	27,586.20	(559.17)
	PUBLIC SAFETY	194,821.18	180,683.52	14,137.66
	TRANSPORTATION-PUBLIC WORKS	10,337.65	4,149.44	6,188.21
	PLANNING & ZONING	71,741.43	71,919.02	(177.59)
	CULTURAL & RECREATION	50,000.00	58,805.00	(8,805.00)
	DEBT SERVICES	44,700.00	45,836.66	(1,136.66)
	TRANSFER TO CAP RESERVE	25,000.00	50,000.00	(25,000.00)
	TRANSFER TO PARK RESERVE	122,342.45	144,471.80	(22,129.35)
		793,104.84	859,717.72	(66,612.88)
	Y-T-D INCREASE (DECREASE)	74,440.43	(107,005.84)	181,446.27

Kim P. Batten
FINANCE OFFICER

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