Town of Archer Lodge

AGENDA

Regular Council Meeting & Public Hearings on Ordinances Amending the Code of Ordinances, Town of Archer Lodge, NC to:

1) Prohibit the Discharge of Firearms in New Residential Major Subdivisions &

2) Regulate the Keeping of Domestic Fowl in Major Residential Subdivisions

Monday, August 5, 2019 @ 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. RECOGNITION/PRESENTATION:

4.a. Ms. Adair Barnes, Little Miss Archer Lodge, Presentation

5. CONSENT AGENDA:

4 - 57 5.a. Approval of Minutes:
06 May 2019 Regular Council Meeting Minutes
06 May 2019 Closed Session Minutes
20 May 2019 Work Session Minutes
03 Jun 2019 Regular Council Meeting Minutes
17 Jun 2019 Special Meeting Minutes
01 Jul 2019 Regular Council Meeting Minutes
Regular Council - 06 May 2019 - DRAFT

Work Session - 20 May 2019 - DRAFT
Regular Council - 03 Jun 2019 - DRAFT
Special Meeting - 17 Jun 2019 - DRAFT
Regular Council - 01 Jul 2019 - DRAFT

6. PUBLIC HEARINGS

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

58	6.a.	Proposed Ordinance Amending the Code of Ordinances, Town of Archer Lodge, NC, Chapter 30, Zoning and Subdivisions, Prohibiting the Discharge of Firearms in New Residential Major Subdivisions (Tentatively Ordinance# AL2019-08-1) AL2019-08-1 Ordinance Prohibiting the Discharge of Firearms in New Residential Major Subdivisions (8.5.19 rev. F)
59 - 60	6.b.	Proposed Ordinance Amending the Code of Ordinances, Town of Archer Lodge, NC Chapter 6, Animals, Regulating the Keeping of Domestic Fowl (Tentatively Ordinance# AL2019-08-2) AL2019-08-2 Ordinance Regulating the Keeping of Domestic Fowl (8.5.19 rev. F)

7. DISCUSSION AND POSSIBLE ACTION ITEMS:

61 - 63	7.a.	Discussion and Consideration of Adopting the Proposed Ordinance Amending the Code of Ordinances, Town of Archer Lodge, NC, Chapter 30, Zoning and Subdivisions, Prohibiting the Discharge of Firearms in New Residential Major Subdivisions (Tentatively Ordinance# AL2019-08-1) TC Final Memo 8.5.19 Regarding Firearms AL2019-08-1 Ordinance Prohibiting the Discharge of Firearms in New Residential Major Subdivisions (8.5.19 rev. F)
64 - 67	7.b.	Discussion and Consideration of Adopting the Proposed Ordinance Amending the Code of Ordinances, Town of Archer Lodge, NC Chapter 6, Animals, Regulating the Keeping of Domestic Fowl (Tentatively Ordinance# AL2019-08-2) TC Final Memo 8.5.19 Regarding Domestic Fowl AL2019-08-2 Ordinance Regulating the Keeping of Domestic Fowl (8.5.19 rev. F)
68 - 73	7.c.	Discussion and Consideration of Granting Easement to NCDOT NCDOT-EASEMENT DONATION WBS #80094 NCDOT-ROW DEED WBS#80094

8. TOWN ATTORNEY'S REPORT:

9. TOWN ADMINISTRATOR'S REPORT:

10. FINANCE OFFICER/TOWN CLERK'S REPORT:

74 - 76 10.a. June 30, 2019 "Preliminary" Financials & Year-to-Date Comparison (FY18 compared to FY19)
JUNE 2019 - ALL FUNDS
YTD COMP 06.30.19

11. PLANNING AND ECONOMIC DEVELOPMENT:

11.a. Permit Activity

11.b. Projects

11.c. Legislative Update

12. VETERANS COMMITTEE REPORT:

13. MAYOR'S REPORT:

14. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

15. ADJOURNMENT:

Draft

Regular Council - Minutes
Monday, May 6, 2019

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Jackson
Council Member Locklear
Council Member Wilson

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

COUNCIL ABSENT:
Council Member Bruton

MEDIA PRESENT:
None

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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 and declared a quorum present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

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

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2. APPROVAL OF AGENDA:

a) No additions or changes noted.

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

CARRIED UNANIMOUSLY

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3. OPEN FORUM/PUBLIC COMMENTS:
(Maximum of 30 minutes allowed, 3 minutes per person)

a) No Public Comments.

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4. CONSENT AGENDA:

a) Approval of Minutes:
22 Jan 2019 Work Session Minutes
22 Jan 2019 Closed Session Minutes
04 Feb 2019 Regular Council Meeting Minutes
01 Apr 2019 Regular Council Meeting Minutes

b) Budget Amendment (BA 2019 04)

Approved BA 2019 04 appears as follows:

Budget Amendment **BA 2019 04**
Town of Archer Lodge

Fiscal Year Ending **06/30/19**
Budget Amendment **BA 2019 04**
Date **06-May-19**

General Fund/Capital Reserve Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Gen Fund: 2011 Vehicle Taxes	10-3111-0120	-	3.00	3.00
Gen Fund: 2013 Vehicle Taxes	10-3113-0120	-	1.00	1.00
Gen Fund: 2017 Property Taxes	10-3117-0000	-	1.00	1.00
Gen Fund: 2018 Vehicle Taxes	10-3118-0120	90,000.00	4,000.00	94,000.00
Gen Fund: Penalties and Interest	10-3180-0000	1,200.00	600.00	1,800.00
Gen Fund: Article 39 1% Sales Tax	10-3239-0000	72,000.00	15,000.00	87,000.00
Gen Fund: Article 40 1/2% Sales Tax	10-3240-0000	47,000.00	7,000.00	54,000.00
Gen Fund: Article 42 1/2% Sales Tax	10-3242-0000	37,000.00	8,000.00	45,000.00
Gen Fund: Article 44 NCGS 105-524 Sales Tax	10-3244-0524	8,000.00	3,000.00	11,000.00
Gen Fund: Permits and Fees	10-3340-0000	4,000.00	3,000.00	7,000.00
Gen Fund: Fund Balance	10-3990-0000	46,250.00	(23,005.00)	23,245.00
Total Increase (Decrease) in Revenues			**17,600.00**	
Expenditures:				
Admin: Codification	10-4120-2700	2,000.00	1,000.00	3,000.00
Admin: Social Media Services	10-4120-3360	4,750.00	250.00	5,000.00
Admin: Insurance Prop & Liab	10-4120-4500	4,500.00	1,500.00	6,000.00
Public Bldg: Professional Services	10-4190-1900	15,000.00	2,500.00	17,500.00
Public Bldg: LP Gas	10-4190-3320	1,500.00	500.00	2,000.00
Public Bldg: Electric	10-4190-3330	4,000.00	1,000.00	5,000.00
Public Bldg: Contracted Services	10-4190-3500	14,150.00	850.00	15,000.00
Public Safety: Contracted Services - ALVFD	10-4300-3500	258,000.00	7,000.00	265,000.00
Parks & Rec: Professional Services	10-6120-1900	26,250.00	13,000.00	39,250.00
Transfer to Park Reserve Fund 31	10-9900-0031	211,000.00	(10,000.00)	201,000.00
Total Increase (Decrease) in Expenditures			**$ 17,600.00**	
			$ -	

Justification for Budget Amendment:
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 6th day of May 2019

TOWN OF ARCHER LODGE
Established
2009
NORTH CAROLINA

ATTEST:

Kim P. Batten, Town Clerk

Matthew B. Mulhollem, Mayor

Teresa M. Bruton, Budget Officer

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
Approved Consent Agenda

CARRIED UNANIMOUSLY

5. TOWN ATTORNEY'S REPORT:

a) Attorney Hewett mentioned the following:

- Since the survey on park has been completed, he reminded Staff to record the Boundary Survey as two separate parcels with Johnston County.
- Municipal Elections are in November 2019 and Archer Lodge will have the Mayor seat and three Council Member seats open. Filing begins Friday, July 5, 2019 at noon and ends Friday, July 19, 2019 at noon.

6. TOWN ADMIN & ADMIN CONSULTANT'S REPORT:

a) Mr. Gobble mentioned that he was informed that the Surveyor, Coulter Jewell Thames, P.A., for the Town Park will be adding comments to the survey, and the property will be divided into two parcels.

b) Mr. Gordon shared that a DRAFT of Ordinances that were discussed at the April 15, 2019 Work Session, will be further discussed at the May 20, 2019 Regular Council Meeting for the following problems:

- **Firearms**
- **Requiring Developers to Prohibit the Discharge of Firearms in the Restrictive Covenants of Future Residential Subdivisions**
- **Domestic Fowl**

7. PLANNING/ZONING REPORT:

a) Bob Clark shared the following:

- Vinson Park Preliminary Plat, a 20 Lot Subdivision, and Bittle Creek Preliminary Plat, a 14 Lot Subdivision, was approved at the April 17, 2019 Planning Board Meeting.
- The Bicycle/Pedestrian Steering Committee will meet on May 8, 2019 at 5:30 p.m. and the Public Meeting will be held at 6:30 p.m. at the Archer Lodge Community Center.
- The possibility of a 32 Lot Subdivision coming to the area in the next fiscal year.

8. VETERAN'S COMMITTEE REPORT:

a) Mr. Mike Mulhollem reported the following:

- Site was cleaned in preparation for the installation of the stone walkway to the flag pole.
- The Veterans Committee requested funds from the Johnston County Board of Commissioners in Fiscal Year 2019-2020.
- Dedication of the Veterans Memorial Site has tentatively been set for Sunday, November 10, 2019.
- The next Veterans Biscuit Sale is scheduled for Friday, May 17, 2019.

Mayor Mulhollem mentioned that recently Mr. Rick Hester, Johnston County Manager, and Mr. Jeff Carver, County Commissioner, stopped by Town Hall to view the Veterans Memorial Site.

9. MAYOR'S REPORT:

a) Mayor Mulhollem shared the following:

- Town Hall Day Event sponsored by the Town of Clayton was pleasant and provided great networking with other Elected Officials.
- Staff, Mayor and Teresa Bruton, Budget Officer, met Wednesday, May 1, 2019 on the Upcoming Proposed Budget for fiscal year ending 6/30/2020.
- Fiscal Year 2019-2020 Proposed Annual Budget Ordinance would be presented at the Work Session on Monday, May 20, 2019.

10. COUNCIL MEMBERS' REMARKS:
(non-agenda items)

a) **Council Member Wilson reminded everyone of the TJCOG Broadband 101 Workshop being held Monday, May 13, 2019 at the Archer Lodge Community Center.**

b) **Council Member Jackson reminded everyone about Mother's Day, Memorial Day and Poppy Sale for the Veterans and Military Families.**

c) **Council Member Locklear reminded everyone to remember the United States Armed Services abroad.**

d) **Mayor Pro Tem Castleberry shared the following:**

- A Representative from the Clayton Chamber of Commerce contacted him, and he plans to share information with Council at the May 20, 2019 Work Session.
- A local family needs prayer that is suffering severe health problems.
- Support the purchase of green boots in convenience stores because they're fundraisers benefitting wives of the NC National Guard.

11. CLOSED SESSION:

a) **Attorney Hewett ask for a motion to enter Closed Session to discuss personnel as permitted by § 143-318.11. (a)(6).**

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved to Enter Closed Session at 7:01 p.m.

CARRIED UNANIMOUSLY

Moved by: Mayor Pro Tem Castleberry
Seconded by: Council Member Locklear
Approved to Return to Open Session at 7:48 p.m.

CARRIED UNANIMOUSLY

12. ADJOURNMENT:

a) **No further business.**

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Adjourned meeting at 7:49 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Draft

Work Session - Minutes
Monday, May 20, 2019

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

STAFF PRESENT:
Mike Gordon, Town Administrator
C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Kim P. Batten, Finance Officer/Town Clerk
Bob Clark, Planning/Zoning Administrator
Julie Maybee, Town Planner

COUNCIL ABSENT:

MEDIA PRESENT:
None

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1 WELCOME/CALL TO ORDER:

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

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2 RECOGNITION:

a) **Ms. Julie Maybee, Part-Time Town Planner ~ Mike Gordon**

Mr. Gordon welcomed Ms. Maybee, newly hired Part-Time Town Planner, and introduced her to the Town Council. Ms. Maybee thanked the Council for the opportunity to join the Town.

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3 OLD BUSINESS:

a) **Ordinance(s) Continued Discussion ~ Mike Gordon**

Mr. Gordon provided Council with **DRAFT** Ordinances for review and discussion regarding "complaint driven" problems within the town limits:

- Discharge of firearms within the Town of Archer Lodge
- Requiring developers to add a covenant prohibiting the discharge of firearms in new residential subdivisions in the Town of Archer Lodge
- Domestic Fowl restrictions within the Town of Archer Lodge

He suggested that Council review each and provide feedback to him or staff prior to next meeting. Discussion followed.

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4 NEW BUSINESS:

a) **July Regular Council Meeting**

Mayor Mulhollem began the discussion regarding the Regular Town Council Meeting scheduled for Monday, July 8, 2019. Several people will be on vacation the week of July 8th; therefore, he recommended changing the meeting date to Monday, July 1, 2019. Since there were no objections, the change to the 2019 Meeting Schedule will be under the Consent Agenda at the June 3, 2019 Regular Town Council meeting.

Also, Mayor Mulhollem mentioned that the Work Session on June 17, 2019 may potentially be changed to a Special Meeting for the Purpose of Adopting the Annual Budget Ordinance. If you could not be in attendance for the June 17th meeting, please notify Ms. Batten as soon as possible.

b) Clayton Chamber of Commerce ~ Mayor Pro Tem Castleberry

Mayor Pro Tem Castleberry shared information following a recent Clayton Chamber of Commerce meeting that he was invited to attend:

- The purpose of the meeting was to discuss the growth and development on Covered Bridge Road between the Town of Clayton and the Town of Archer Lodge.
- He was asked to meet monthly with the Clayton Economic Development Board on behalf of the Town of Archer Lodge. Mayor Pro Tem agreed that Archer Lodge should have a representative but did not consent to be the person at that time.
- Mayor Mulhollem agreed that it was in the best interest of the Town if a representative could attend the monthly Clayton Economic Development Board meetings. Mike Gordon volunteered, and Mayor wanted the item added to the Agenda at the June 3, 2019 Regular Council meeting for discussion and possible consideration.

c) April 30, 2019 Financials & Year-to-Date Comparison (FY18 compared to FY19) ~ Kim Batten

Ms. Batten provided a financial summary for all funds ending April 30, 2019 and noted that the fiscal year was 83% complete. Of the anticipated revenues, 83% have been collected in the General Fund while expenditures were slightly lower at 80%. The Capital Reserve Fund and Park Reserve Fund were still doing well, and the Town Hall Expansion Project was near completion.

Comparing the year-to-date totals for April 2018 with year-to-date totals for April 2019, revenues and expenditures were slightly higher in 2019 than in 2018. No further comments or discussion.

d) Budget Amendment (BA 2019 05) ~ Kim Batten

Ms. Batten shared the proposed Budget Amendment (BA 2019 05) for the General Fund only. She noted that unanticipated revenues had been received and appropriations for General Fund expenditures must be recorded to stay in balance. Having no concerns or questions, Mayor advised the Town Clerk to place Budget Amendment (BA 2019 05) under the Consent Agenda at the June 3, 2019 Regular Council meeting.

Budget Amendment (BA 2019 05) appears as follows:

Budget Amendment **BA 2019 05**

Town of Archer Lodge

Fiscal Year Ending **06/30/19**
Budget Amendment **BA 2019 05**
Date **03-Jun-19**

General Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
2019 Property Taxes	10-3119-0000	-	1,000.00	1,000.00
ABC Profits Johnston County	10-3337-0000	25,000.00	3,000.00	28,000.00
Permits and Fees	10-3340-0000	7,000.00	1,000.00	8,000.00
PEG Channel Support	10-3461-0000	52,000.00	2,000.00	54,000.00
Total Increase (Decrease) in Revenues			**7,000.00**	
Expenditures:				
Gov Body: Election Expenses	10-4110-2500	4,000.00	(2,000.00)	2,000.00
Admin: Salaries (Part-Time)	10-4120-1220	13,200.00	2,800.00	16,000.00
Admin: FICA Taxes	10-4120-1810	9,560.00	940.00	10,500.00
Admin: Vehicle Maintenance	10-4120-3050	-	80.00	80.00
Admin: Contracted Services - Consultant	10-4120-3550	35,000.00	(7,000.00)	28,000.00
Admin: Dues & Subscriptions	10-4120-4000	915.00	300.00	1,215.00
Public Bldg: Electric	10-4190-3330	5,000.00	1,000.00	6,000.00
Public Bldg: Communications	10-4190-3340	6,000.00	500.00	6,500.00
Video Prog: PEG Media Partners - EWT	10-4200-3500	52,000.00	2,000.00	54,000.00
Public Safety: Contracted Services - ALVFD	10-4300-3500	265,000.00	9,000.00	274,000.00
Public Safety: Contracted Services - Animal Ctrl	10-4300-3550	3,000.00	1,250.00	4,250.00
Public Safety: Law Enforcement Designation	10-4300-3600	25,000.00	(25,000.00)	-
Public Works: Contracted Services	10-4510-3500	10,000.00	(7,000.00)	3,000.00
Plan/Zone: Salaries (Part-Time)	10-4910-1220	-	4,250.00	4,250.00
Plan/Zone: FICA Taxes	10-4910-1810	1,200.00	800.00	2,000.00
Plan/Zone: Vehicle Maintenance	10-4910-3050	-	80.00	80.00
Transfer to Public Safety Reserve Fund 32	10-9900-0032	-	25,000.00	25,000.00
Total Increase (Decrease) in Expenditures			**$ 7,000.00**	
			$ -	

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 3rd day of June 2019

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

e) Capital Project Ordinance Amendment - Town Hall Expansion (CPOA 2019 01) ~ Kim Batten

Ms. Batten explained that the expenditures as detailed in the Town Hall Expansion Capital Project Ordinance needed to be re-appropriated as recorded in the Capital Project Ordinance Amendment (CPOA 2019 01) below:

Capital Project Ordinance Amendment CPOA 2019 01 (TH EXPANSION)

Town of Archer Lodge

Fiscal Year Ending 06/30/19

CPOA 2019 01

Date 03-Jun-19

CAPITAL PROJECT ORDINANCE - TOWN HALL EXPANSION

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
				-
Total Increase (Decrease) in Revenues			-	
Expenditures:				
Contracted Services-Construction	40-4190-3500	420,000.00	(20,000.00)	400,000.00
Small Equipment & Furnishings	40-4190-5000	30,000.00	20,000.00	50,000.00
				-
Total Increase (Decrease) in Expenditures			$ -	
			$ -	

Justification for Budget Amendment:
To reappropriate expenditures as recorded.

Adopted this 3rd day of June 2019

ATTEST: Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk Teresa M. Bruton, Budget Officer

Having no concerns or questions, Mayor Mulhollem advised the Town Clerk to place Capital Project Ordinance Amendment (CPOA 2019 01) under the Consent Agenda at the June 3, 2019 Regular Council meeting.

f) Engaging May & Place, PA to Prepare Financial Statements and Audit Financial Records for FY18-FY19 and 4 years following ~ Kim Batten

Ms. Batten explained that Auditing services provided by current auditing firm, May & Place, PA, for fiscal year ending June 30, 2019 would be increasing due to increased time in preparation of the Annual Financial Statements and constant changes required by NC Department of State Treasurer's and State Auditor's offices. Prior to preparing and mailing Request for Proposals (RFP) of Auditing Services, Ms. Batten researched the costs of Auditing Services as provided on the NC Department of State Treasurer's website and that information revealed the proposed increase would still be lower than what other Towns were paying Accounting/Auditing Firms. Therefore, Ms. Batten suggested maintaining and engaging May & Place, PA for the next fiscal year. Discussion followed.

Following the discussions, Mayor Mulhollem recommended that the Town stay with the current auditing firm and asked the Town Clerk to place the Engagement Letter and the Audit Contract with May & Place, PA for fiscal year ending June 30, 2019 on the June 3, 2019 Regular Council Meeting Agenda under the Discussion and Possible Action Items section.

g) Establishing a Public Safety Reserve Fund by Ordinance ~ Kim Batten

Ms. Batten shared a **DRAFT** Ordinance Establishing a Public Safety Reserve Fund which appears as follows:

ORDINANCE # AL2019-06-1

AN ORDINANCE ESTABLISHING A PUBLIC SAFETY RESERVE FUND FOR THE TOWN OF ARCHER LODGE

WHEREAS, the Town of Archer Lodge is a municipality duly organized under the laws of the State of North Carolina; and,

WHEREAS, the Town Council finds a need to establish a separate Public Safety Reserve Fund in which funds shall be accumulated for Public Safety; and,

WHEREAS, the Town Council has determined there is a need to fund the Public Safety Reserve Fund for future Public Safety demands,

BE IT THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ARCHER LODGE AS FOLLOWS:

1) The Town of Archer Lodge hereby establishes a Public Safety Reserve Fund. The monies in the Public Safety Reserve Fund shall be used solely for Public Safety expenditures. For purposes of this Ordinance, Public Safety Expenditures are intended to last more than one year. Expenditures may include real property purchases, personal property purchases, new hires and other public safety demands intended to last more than one year.

2) The Public Safety Reserve Fund shall be funded by transferring funds from the General Fund to the Public Safety Reserve Fund as adopted in the Annual Budget Ordinance each fiscal year.

3) Accordingly, the Public Safety Reserve Fund shall also include any funds previously assigned for Public Safety.

4) This Ordinance shall be effective upon its adoption.

Duly adopted, this the 3rd day of June 2019.

TOWN OF ARCHER LODGE

____
Matthew B. Mulhollem, Mayor

ATTEST:

____
Kim P. Batten, Town Clerk

Discussion regarding paragraphs 1) and 3) followed with Council Member Bruton asking for further clarification. Mayor Mulhollem asked for an updated **DRAFT** as discussed and place the Ordinance on the June 3, 2019 Regular Council Meeting Agenda under Discussion and Possible Action Items section.

h) Service Agreement between the Town of Archer Lodge and N-Focus for FY2020 ~ Mike Gordon

Mr. Gordon advised that having employed Ms. Julie Maybee as Part-Time Town Planner, the proposed budget reduces the N-Focus Contract for Fiscal Year 2019-2020 to 12 hours per week and includes Planning, Zoning but not Code Enforcement. Ms. Maybee can provide Code Enforcement on a weekly basis and not just monthly. N-Focus continues to partner with the Town, and if other services are needed again in the future, N-Focus services would be available.

Mayor Mulhollem commented that he thought having those services covered more frequently would better serve the public. There were no objections for placing the N-Focus Service Agreement for Fiscal Year 2019-2020 on the June 3, 2019 Regular Council Meeting Agenda under the Consent Agenda.

The N-Focus Service Agreement for Fiscal Year 2019-2020 appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT made the _____ day of _____________, 2019 by and between **Town of Archer Lodge**, a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, **N-Focus, Inc.**; a North Carolina corporation (hereafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

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

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

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

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

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

N-Focus — Initials: [illegible] Date: 05.15.18

Archer Lodge – FY 20 Planning — Initials: ______ Date: ______

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Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of the Contractor, to Local Government. The primary professional shall be responsible for Contractor employees performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions.

2. **E-Verify**: Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

3. **Certification**: Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

4. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.

5. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions to other jurisdictions.

6. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.

N-Focus Initials: FAR Date: 05.15.19

Archer Lodge – FY 20 Planning Initials: ______ Date: ______

7. **Period of Service (POS):** Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2019 and ending June 30, 2020. POS as defined herein may be amended through either Termination, as set forth in "Section B.13." herein, or, Extension, as set forth in "Section B.15." herein.

8. **Level of Service (LOS):** Functions defined in "Section A." herein above shall be performed at a LOS of approximately 624 hours during the POS as defined in "Section B.7." herein or 30% Full Time Equivalency (FTE) and shall be delivered at approximately 12 hours per calendar week on average. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, adjusted accordingly.

9. **Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be Forty-Seven Thousand Four Hundred Eighty-Six and 40/100's ($47,486.40) dollars for the POS as noted in "Section B.7." herein. The fee is inclusive of all personnel costs including but not limited to:
   a. Base Salary plus:
      i. Social Security & Medicare (FICA)
      ii. State Unemployment Insurance (SUTA)
      iii. Federal Unemployment Insurance (FUTA)
      iv. Worker's Compensation Insurance
   b. Benefits:
      i. Health, Life Disability Insurance
      ii. Paid Vacation & Personal Time
      iii. Paid Holidays
      iv. Paid Travel Time
   c. Professional Development & Certifications;
   d. Cellular Communications;
   e. Company Vehicle with
      i. Vehicle Insurance
      ii. Vehicle Operations & Maintenance
   f. Meals & Lodging; and
   g. Management cost

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

10. **Payments:** Local Government shall provide twenty-six (26) equal bi-weekly payments per "Exhibit A" attached herewith in the amount of One Thousand Eight Hundred Twenty-Six and 40/100's ($1,826.40) dollars without invoice. Bi-weekly payments shall be made during the bi-weekly POS with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.7." herein. Monthly invoicing for travel & direct expenses as noted in "Section B.9." herein and quarterly invoicing for LOS overages as noted in "Section B.8." herein shall be due and payable within ten (10 days) of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments or monthly invoicing may be assessed.

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

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

13. **Termination:** Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination by Contractor or Local Government, compensation for all Functions actually provided by Contractor through the date of termination will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the date of termination. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS as defined in "Section B.7" herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and or/Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.

14. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2020, unless extended, as defined in "Section B.15." herein.

15. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.7." herein, LOS as defined in "Section B.8." herein, Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.

16. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.

17. **Force Majeure**: Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of Local Government or others

18. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

19. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.

20. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

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

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

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

Patti Rader, Manager
N·Focus, Inc.
315 South Main Street, Suite 200
Kannapolis, NC 28081
704.933.0772
PRader@NFocusPlanning.org

(This space left blank intentionally)

Section C. ***ACCEPTANCE:***

Patricia A. Rader — May 15, 2019

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

Date

ACCEPTED on behalf of Local Government by:

Signature — Date

Printed name of authorized person signed above

Seal of Local Government

ATTEST:

Clerk to the governing board/council of Local Government — Date

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

Finance Officer — Date

N-Focus — Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning — Initials: ______ Date: ______

Page 7 of 7

N·Focus, Inc.

- Town of Archer Lodge
- FY 20 Planning Agreement

"Exhibit A"
Payment Schedule

	Contract Payment Due Dates	Payment Dates	Check Number		(26) Bi-Weekly Payments of	Contract Balance	Notes
					$ 1,826.40	$ 47,486.40	
	2019						
1	July 10th			1	$ 1,826.40	$ 45,660.00	
2	July 24th			2	$ 1,826.40	$ 43,833.60	
3	August 7th			3	$ 1,826.40	$ 42,007.20	
4	August 21st			4	$ 1,826.40	$ 40,180.80	
5	Sept. 4th			5	$ 1,826.40	$ 38,354.40	
6	Sept. 18th			6	$ 1,826.40	$ 36,528.00	
7	Oct. 2nd			7	$ 1,826.40	$ 34,701.60	
8	Oct. 16th			8	$ 1,826.40	$ 32,875.20	
9	Oct. 30th			9	$ 1,826.40	$ 31,048.80	
10	Nov. 13th			10	$ 1,826.40	$ 29,222.40	
11	Nov. 27th			11	$ 1,826.40	$ 27,396.00	
12	Dec. 11th			12	$ 1,826.40	$ 25,569.60	
13	Dec. 25th			13	$ 1,826.40	$ 23,743.20	
	2020						
14	Jan. 8th			14	$ 1,826.40	$ 21,916.80	
15	Jan. 22nd			15	$ 1,826.40	$ 20,090.40	
16	Feb. 5th			16	$ 1,826.40	$ 18,264.00	
17	Feb. 19th			17	$ 1,826.40	$ 16,437.60	
18	March 5th			18	$ 1,826.40	$ 14,611.20	
19	March 19th			19	$ 1,826.40	$ 12,784.80	
20	April 2nd			20	$ 1,826.40	$ 10,958.40	
21	April 16th			21	$ 1,826.40	$ 9,132.00	
22	April 30th			22	$ 1,826.40	$ 7,305.60	
23	May 14th			23	$ 1,826.40	$ 5,479.20	
24	May 28th			24	$ 1,826.40	$ 3,652.80	
25	June 11th			25	$ 1,826.40	$ 1,826.40	
26	June 25th			26	$ 1,826.40	$ (0.00)	

N·Focus — Initials: TAR Date: 05.15.19

Archer Lodge – FY 20 Planning Agreement — Initials: ____ Date: _____

Page 1 of 1

i) Proposed Annual Budget Presentation for Fiscal Year Ending June 30, 2020 ~

Teresa Bruton, Budget Officer/Council Member
Mike Gordon, Town Administrator
Kim Batten, Finance Officer/Town Clerk

Budget Officer/Council Member Bruton began the presentation with reading the FY2019-2020 Proposed Annual Budget Message which appears as follows:

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

Mayor:
Matthew B. Mulhollem

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

Annual Budget Message
2019-2020 Fiscal Year Budget

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

From: Teresa M. Bruton, Budget Officer

Date: May 20, 2019

Presented herein for your review and consideration is the proposed budget for fiscal year 2019-2020. This budget is based on the goals discussed during our annual budget retreat, with thoughtful consideration of the Town's ability to fund these goals with limited revenues.

Please be advised that North Carolina counties are required to conduct a revaluation of real property every eight years. The reevaluation is based on current property values and ensures that the overall tax burden is distributed fairly and equitably throughout the county. Since Johnston County's last revaluation was in 2011, the County partnered with Pearson Appraisal Service to perform the state mandated 2019 Revaluation of all real property in the County. Ms. Jocelyn Andrews, Tax Administrator for Johnston County, anticipated a county-wide increase of 24.07%, as well as a town-wide increase for Archer Lodge of 26.67%.

Additionally, when the County conducts a general revaluation of real property, that year's budget must include a statement of the **revenue-neutral property tax rate** for comparison purposes. Please note that the revenue-neutral property tax rate is the rate that is estimated to produce revenue for the next fiscal year that is equal to the revenue that would have been produced for the nest fiscal year by the current tax rate if no revaluation had occurred. With an average adjusted growth rate of 2.58% for the Town of Archer Lodge, the revenue-neutral property tax rate would be $0.1831 / $100 value. However, due to the uncertainty of the actual revenue increase, the proposed fiscal year 2019-2020 budget reflects the Town's current tax rate of $0.22 / $100 value.

Please also note a few of the more significant revenues and expenditures included in this year's budget below:

REVENUES

- Sales tax revenues are projected to increase by 4.5%
- Electric franchise sales tax revenues are projected to increase 1.5%, but other franchise taxes, such as video programming and telecommunications, are projected to decrease by as much as 3.9%
- Due to several new subdivisions, it is anticipated that approximately $45,000 for "fee-in-lieu of recreation" funds will be collected and designated to the park reserve fund
- As detailed in the table below, it is anticipated that next year's Ad Valorem and Motor Vehicle Taxes collection rate will be between 97% and 98%:

Date	Type	Net Assessed Value	Provided By	Levy $0.22 / $100
12/31/2018	Motor Vehicles	$ 44,942,553	Jo Co Tax Office	$ 98,874
08/30/2018	Public Service Companies	$ 1,655,636	NC Dept of Rev	$ 3,643
05/02/2019	Real and Personal Property	$ 330,169,746	Jo Co Tax Office	$ 726,373
07/01/2019	**TOTAL**	**$ 376,767,935**		**$ 828,890**
PROPOSED	**AD VALOREM**	**TAXES**	**CONSERVATIVE**	**$ 811,000**

EXPENDITURES

- Due to the anticipated $811,000 in revenues noted above, the Fire District Tax portion of the Archer Lodge Tax Rate ($0.09 / $0.22) will result in the Archer Lodge Fire Department receiving approximately $325,000
- Salary increases for the Mayor, Mayor Pro Tem and Town Council Members
- Salary increases for both the Planning Board and the Board of Adjustment members for meetings attended during the fiscal year
- Cost of living increases that become effective July 1, 2019, as well as potential performance-based merit increases that become effective January 1, 2020 for Archer Lodge employees
- Town's 10th Year Anniversary Celebration

- Due to the ever-changing GASB, NC Department of State Treasurer: State and Local Government Division and Office of State Auditor requirements, Professional auditing fee increase of approximately 56%
- The Town's 20% cost share with NCDOT for curb and gutter and sidewalk along Buffalo Road
- Public safety enhancements that may include decorative street lights on Buffalo Road and a mobile solar powered radar sign for traffic calming
- Continuation of recreational support with ALCC, N-Focus, the Capital Reserve Transfer and the Park Reserve Transfer of three-cents ($0.03) of ad valorem
- A new Public Safety Reserve Fund with an annual transfer of funds instead of a designation of funds
- Due to the recent Town Hall Expansion and purchase of park land, the Town's debt increase of $98,669 as detailed in the table below:

Loan	Lender	FY 2018-2019	FY 2019-2020	FY 2020-2021
Town Hall	BB&T Gov't	$ 43,565	$ 42,428	$ 41,291
Park Loan	M/M G. Smith		$ 66,000	$ 64,000
Town Hall Expansion	KS Bank		$ 33,806	$ 39,774
TOTAL		**$ 43,565**	**$142,234**	**$145,065**

As noted above, the proposed 2019-2020 budget maintains the Town's current tax rate of $0.22 / $100 valuation. Additionally, the budget was prepared in accordance with NC General Statue 159-11 and is balanced. I would like to thank Ms. Kim Batten, Ms. Joyce Lawhorn, Mr. CL Gobble, Mr. Mike Gordon and Mayor Matt Mulhollem for their assistance and guidance in developing this budget. It is my pleasure to present the Town of Archer Lodge 2019-2020 Annual Budget and I look forward to another successful and productive year.

Respectfully submitted,

Teresa M. Bruton
Budget Officer

Following the reading of the Budget Message, Mayor Mulhollem thanked Mrs. Bruton for her commitment and reiterated her message thanking staff or their hard work and support in the budget process. Following Mayor Mulhollem's comments, Ms. Batten shared a PowerPoint Presentation highlighting the Proposed Annual Budget Ordinance for FY2019-2020 and appears as follows:

TOWN OF ARCHER LODGE

Proposed Annual Budget Ordinance

FY 2019~2020

Pursuant to G.S. 159-8 thru G.S. 159-17, be it ordained by the Town Council of the Town of Archer Lodge that: (1) Departmental Expenditures for the Fiscal Year shall not exceed the estimated departmental totals as depicted on the following page, the total being **$1,391,500**; and (2) Revenues for Fiscal Year 2019~2020 shall equal total Expenditures; and (3) Revenues from the Ad Valorem Property Tax shall be levied in the amount of **$0.22** per $100 evaluation; and (4) Due to 2019 being a Tax Revaluation Year for Johnston County, the Revenue Neutral Tax Rate adjusted for growth would be $0.18 for the Town of Archer Lodge and is provided for comparison purposes only.

Adopted this ____ day of June 2019

____

Matthew B. Mulhollem, Mayor

____

Teresa M. Bruton, Budget Officer

ATTEST:

____

Kim P. Batten, Town Clerk

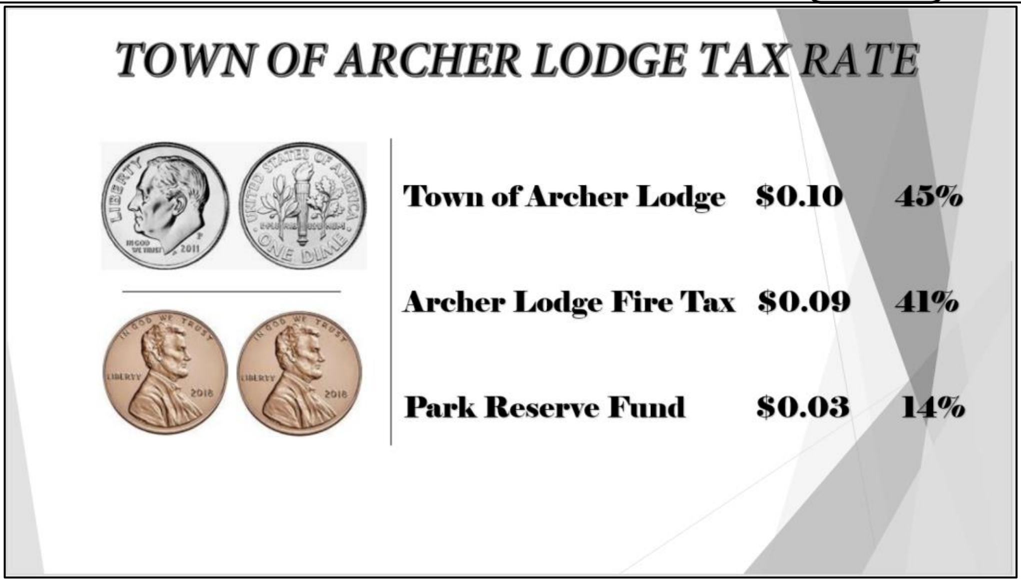
Town of Archer Lodge, North Carolina

PROPOSED ANNUAL BUDGET ORDINANCE

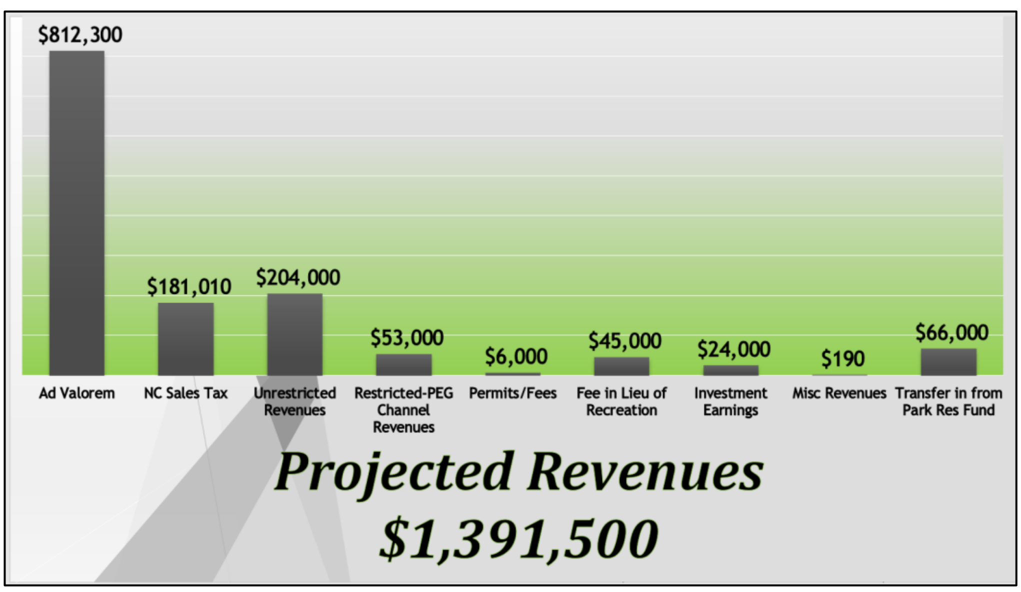
For the Fiscal Year July 1, 2019 to June 30, 2020

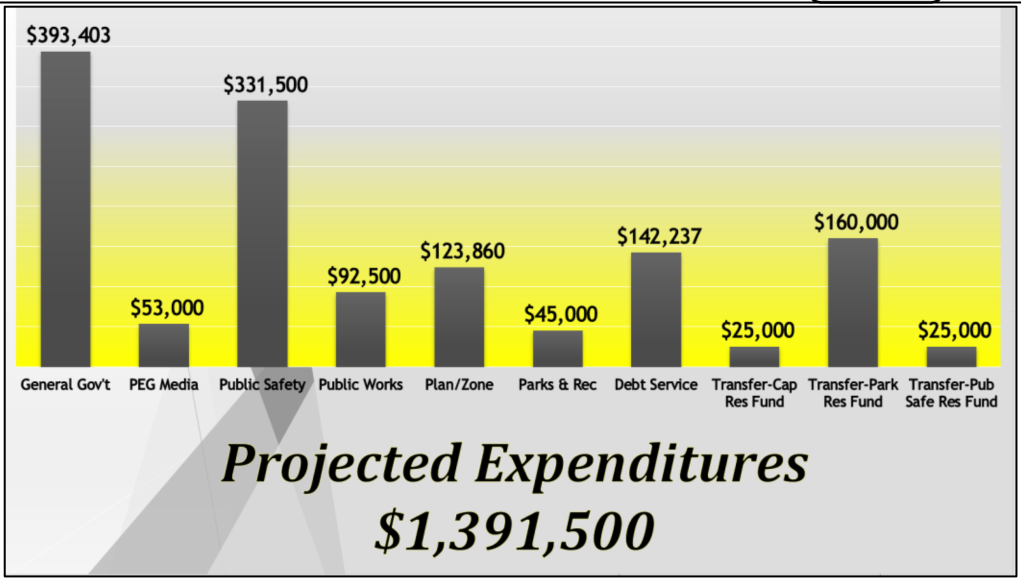
Revenues and Expenditures

	Amount
General Fund Revenues:	
Ad-Valorem Property Taxes	$ 812,300
State Sales Tax Distributions	181,010
Unrestricted Intergovernmental Revenues	204,000
Restricted Intergovernmental Revenues (PEG Media)	53,000
Permits and Fees	6,000
Fee in Lieu of Recreation	45,000
Investment Earnings	24,000
Miscellaneous Revenues	190
Total Revenues	$ 1,325,500
General Fund Expenditures:	
General Government	
Governing Body	$ 53,900
Administration	253,853
Tax Collections	23,000
Legal	13,000
Property Tax	100
Public Buildings	49,550
PEG Media Partners	53,000
Public Safety	
Law Enforcement	2,500
Animal Control	4,000
Archer Lodge Fire Department	325,000
Transporation - Public Works	
Streets	92,500
Planning and Zoning	123,860
Parks and Recreation	45,000
Debt Service	
Principal and Interest	142,237
Total Expenditures	1,181,500
Revenues Over (Under) Expenditures	144,000
Interfund Transfers:	
General Fund Balance Appropriation	-
Transfer in from Park Reserve Fund	66,000
Interfund Transfers to Cap Res Fund, Park Res Fund & Public Safety Res Fund	(210,000)
Total Other Financing Sources (Uses):	(144,000)
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	$ -


TOWN OF ARCHER LODGE TAX RATE
Town of Archer Lodge $0.10 45%
Archer Lodge Fire Tax $0.09 41%
Park Reserve Fund $0.03 14%


RNR
TAX
Revenue Neutral Rate
$ 0.1831


$812,300
$181,010
$204,000
$53,000
$6,000
$45,000
$24,000
$190
$66,000
Ad Valorem
NC Sales Tax
Unrestricted Revenues
Restricted-PEG Channel Revenues
Permits/Fees
Fee in Lieu of Recreation
Investment Earnings
Misc Revenues
Transfer in from Park Res Fund
Projected Revenues
$1,391,500


$393,403
$53,000
$331,500
$92,500
$123,860
$45,000
$142,237
$25,000
$160,000
$25,000
General Gov't
PEG Media
Public Safety
Public Works
Plan/Zone
Parks & Rec
Debt Service
Transfer-Cap Res Fund
Transfer-Park Res Fund
Transfer-Pub Safe Res Fund
Projected Expenditures
$1,391,500


YOUR SPEED
35
SPEED LIMIT 25
ANNIVERSARY
10 YEARS
LightWire
iCompass
evogov
government websites evolved
ArchiveSocial
Evaluation
OUTSTANDING
Excellent
Very Good
Average
Below Average
UP TO 3%
2.15% COST OF LIVING ADJUSTMENTS
NORTH CAROLINA CLAYTON 1869
Administrator
CONSULTING
SALARY INCREASE
neuwave
DEBT
edmunds & associates
simple. effective. solutions.
UNC SCHOOL OF GOVERNMENT
ARCHER LODGE COMMUNITY CENTER
N·FOCUS


North Carolina
Parks & Recreation
Trust Fund
NCDOT
Covered Bridge
BUFFALO RD
NCAMPO
NCLM
NC LEAGUE OF MUNICIPALITIES
TRIANGLE J
COUNCIL OF GOVERNMENTS

Ms. Batten briefed Council on the FY2019-2020 Proposed Annual Budget Ordinance workbooks and advised each to please contact Budget Officer Bruton, Mr. Gordon or herself with any questions and/or concerns they may have.

With no comments or discussion, Mayor Mulhollem announced that a Public Hearing on the Proposed Annual Budget Ordinance for FY2019-2020 will be held at the Regular Town Council Meeting scheduled for Monday, June 3, 2019 at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located in Archer Lodge Town Hall. He added that all meetings are open to the Public and the Public Hearing provides a time for citizens to offer written or oral comments on the Proposed Annual Budget Ordinance for FY2019-2020.

In addition, he stated that a copy of the Proposed Budget as presented this evening will be available for public inspection in the office of the Town Clerk in the Archer Lodge Town Hall, and on the Town's Website at https://www.archerlodgenc.gov.

5 ADJOURNMENT:

a) Having no further business, Mayor Mulhollem adjourned the meeting at 8:37 p.m.

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Draft

Regular Council Meeting & Public Hearing on: Proposed Annual Budget for FY 2020 - Minutes
Monday, June 3, 2019

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

STAFF PRESENT:
Mike Gordon, Town Administrator
C.L. Gobble, Administrative Consultant
Chip Hewett, Town Attorney
Julie Maybee, Town Planner
Bob Clark, Planning/Zoning Administrator
Kim P. Batten, Finance Officer/Town Clerk

COUNCIL ABSENT:

MEDIA PRESENT:
None

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1. **WELCOME/CALL TO ORDER:**

   a) **Invocation**

   Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers and declared a quorum present. Council Member Jackson offered the invocation.

   b) **Pledge of Allegiance**

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

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2. **OPEN FORUM/PUBLIC COMMENTS:**
   (Maximum of 30 minutes allowed, 3 minutes per person)

   a) **No Public Comments.**

---

3. **APPROVAL OF AGENDA:**

   a) **No additions or changes noted.**

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

   CARRIED UNANIMOUSLY

---

4. **CONSENT AGENDA:**

   a) **July's Regular Council Meeting will be Monday, July 1, 2019 instead of July 8, 2019**

   The Revised Town Council Meeting Schedule appears as follows:

Draft

TOWN OF ARCHER LODGE
2019 Town Council Meetings
REVISED 6/3/2019

January 7, 2019
January 22, 2019 TUESDAY (WS)

February 4, 2019
February 18, 2019 (WS) CANCELLED
February 23, 2019 (Budget Planning Retreat – Parkside Café, Pine Level 8:30 am)

March 4, 2019
March 18, 2019 (WS)

April 1, 2019
April 15, 2019 (WS)

May 6, 2019
May 20, 2019 (WS)

June 3, 2019
*** June 17, 2019 SPECIAL MEETING

July 1, 2019 * Originally 7/8/19
July 15, 2019 (WS)

August 5, 2019
August 19, 2019 (WS)

September 3, 2019 TUESDAY
September 16, 2019 (WS)

October 7, 2019
October 21, 2019 (WS)

November 4, 2019
November 18, 2019 (WS)

December 2, 2019
December 16, 2019 (WS)

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

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

www.archerlodgenc.gov

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b) Budget Amendment (BA 2019 05)

The Approved Budget Amendment (BA 2019 05) appears as follows:

Budget Amendment BA 2019 05

Town of Archer Lodge

Fiscal Year Ending 06/30/19
Budget Amendment BA 2019 05
Date 03-Jun-19

General Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
2019 Property Taxes	10-3119-0000	-	1,000.00	1,000.00
ABC Profits Johnston County	10 3337 0000	25,000.00	3,000.00	28,000.00
Permits and Fees	10-3340-0000	7,000.00	1,000.00	8,000.00
PEG Channel Support	10-3461-0000	52,000.00	2,000.00	54,000.00
Total Increase (Decrease) in Revenues			7,000.00	
Expenditures:				
Gov Body: Election Expenses	10-4110-2500	4,000.00	(2,000.00)	2,000.00
Admin: Salaries (Part-Time)	10-4120-1220	13,200.00	2,800.00	16,000.00
Admin: FICA Taxes	10-4120-1810	9,560.00	940.00	10,500.00
Admin: Vehicle Maintenance	10-4120-3050	-	80.00	80.00
Admin: Contracted Services - Consultant	10-4120-3550	35,000.00	(7,000.00)	28,000.00
Admin: Dues & Subscriptions	10-4120-4000	915.00	300.00	1,215.00
Public Bldg: Electric	10-4190-3330	5,000.00	1,000.00	6,000.00
Public Bldg: Communications	10-4190-3340	6,000.00	500.00	6,500.00
Video Prog: PEG Media Partners - EWT	10-4200-3500	52,000.00	2,000.00	54,000.00
Public Safety: Contracted Services - ALVFD	10-4300-3500	265,000.00	9,000.00	274,000.00
Public Safety: Contracted Services - Animal Ctrl	10-4300-3550	3,000.00	1,250.00	4,250.00
Public Safety: Law Enforcement Designation	10-4300-3600	25,000.00	(25,000.00)	-
Public Works: Contracted Services	10-4510-3500	10,000.00	(7,000.00)	3,000.00
Plan/Zone: Salaries (Part-Time)	10-4910-1220	-	4,250.00	4,250.00
Plan/Zone: FICA Taxes	10-4910-1810	1,200.00	800.00	2,000.00
Plan/Zone: Vehicle Maintenance	10-4910-3050	-	80.00	80.00
Transfer to Public Safety Reserve Fund 32	10-9900-0032	-	25,000.00	25,000.00
Total Increase (Decrease) in Expenditures			$ 7,000.00	
			$ -	

Justification for Budget Amendment:
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 3rd day of June 2019

ATTEST:
Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE NORTH CAROLINA Est. 2009

Matthew B. Mulhollem, Mayor

Teresa M. Bruton, Budget Officer

c) Capital Project Ordinance Amendment - Town Hall Expansion (CPOA 2019 01)

The Approved Capital Project Ordinance Amendment for the Town Hall Expansion (CPOA 2019 01) appears as follows:

Capital Project Ordinance Amendment CPOA 2019 01 (TH EXPANSION)

Town of Archer Lodge

Fiscal Year Ending 06/30/19

CPOA 2019 01

Date 03-Jun-19

CAPITAL PROJECT ORDINANCE - TOWN HALL EXPANSION

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
				-
Total Increase (Decrease) in Revenues			-	
Expenditures:				
Contracted Services-Construction	40-4190-3500	420,000.00	(20,000.00)	400,000.00
Small Equipment & Furnishings	40-4190-5000	30,000.00	20,000.00	50,000.00
				-
Total Increase (Decrease) in Expenditures			$ -	
			$ -	

Justification for Budget Amendment:
To reappropriate expenditures as recorded.

Adopted this 3rd day of June 2019

Matthew B. Mulhollem, Mayor

ATTEST:

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

TOWN OF ARCHER LODGE Est. 2009 NORTH CAROLINA

d) Service Agreement between the Town of Archer Lodge and N-Focus for FY 2020

The Approved N-Focus Service Agreement for Fiscal Year 2020 appears as follows:

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AGREEMENT WITH LOCAL GOVERNMENT

THIS AGREEMENT made the 3rd day of June, 2019 by and between **Town of Archer Lodge,** a North Carolina unit of Local Government (hereinafter known as "Local Government"); and, **N-Focus, Inc.**; a North Carolina corporation (hereafter known as "Contractor"), by signatures below, enter into the following Agreement:

WITNESSETH:

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

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

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

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

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

N-Focus Initials: [illegible] Date: 05.15.19

Archer Lodge – FY 20 Planning Initials: [illegible] Date: 06.03.19

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Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in "Section A." herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of the Contractor, to Local Government. The primary professional shall be responsible for Contractor employees performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, assigned to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions.

2. **E-Verify**: Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

3. **Certification**: Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

4. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.

5. **Work Products:** All materials produced by Contractor personnel assigned to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions to other jurisdictions.

6. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.

N-Focus Initials: [illegible] Date: 05.15.19

Archer Lodge – FY 20 Planning Initials: [illegible] Date: 06.03.19

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7. **Period of Service (POS):** Functions defined in "Section A." herein above shall be performed routinely based upon a mutually agreeable schedule during the period July 1, 2019 and ending June 30, 2020. POS as defined herein may be amended through either Termination, as set forth in "Section B.13." herein, or, Extension, as set forth in "Section B.15." herein.

8. **Level of Service (LOS):** Functions defined in "Section A." herein above shall be performed at a LOS of approximately 624 hours during the POS as defined in "Section B.7." herein or 30% Full Time Equivalency (FTE) and shall be delivered at approximately 12 hours per calendar week on average. LOS will be monitored monthly, with quarterly invoicing for overages. LOS may be amended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization with Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, adjusted accordingly.

9. **Compensation:** The fee for Functions to be performed as defined in "Section A." herein above shall be Forty-Seven Thousand Four Hundred Eighty-Six and 40/100's ($47,486.40) dollars for the POS as noted in "Section B.7." herein. The fee is inclusive of all personnel costs including but not limited to:
    a. Base Salary plus:
        i. Social Security & Medicare (FICA)
        ii. State Unemployment Insurance (SUTA)
        iii. Federal Unemployment Insurance (FUTA)
        iv. Worker's Compensation Insurance
    b. Benefits:
        i. Health, Life Disability Insurance
        ii. Paid Vacation & Personal Time
        iii. Paid Holidays
        iv. Paid Travel Time
    c. Professional Development & Certifications;
    d. Cellular Communications;
    e. Company Vehicle with
        i. Vehicle Insurance
        ii. Vehicle Operations & Maintenance
    f. Meals & Lodging; and
    g. Management cost

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

N-Focus — Initials: TAR Date: 05.15.19

Archer Lodge – FY 20 Planning — Initials: MOB Date: 06.03.19

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10. **Payments:** Local Government shall provide twenty-six (26) equal bi-weekly payments per "Exhibit A" attached herewith in the amount of One Thousand Eight Hundred Twenty-Six and 40/100's ($1,826.40) dollars without invoice. Bi-weekly payments shall be made during the bi-weekly POS with the first payment due and payable within ten (10) days of the beginning of the POS defined in "Section B.7." herein. Monthly invoicing for travel & direct expenses as noted in "Section B.9." herein and quarterly invoicing for LOS overages as noted in "Section B.8." herein shall be due and payable within ten (10 days) of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either bi-weekly payments or monthly invoicing may be assessed.

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

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

13. **Termination:** Contractor or Local Government may terminate this Agreement for any reason with sixty (60) days written notification. In the event of early termination by Contractor or Local Government, compensation for all Functions actually provided by Contractor through the date of termination will be due and payable at the unit costs in effect at the time of termination. Compensation for any part of a billing cycle based upon the days within said cycle shall be prorated through the date of termination. In the event Contractor personnel currently employed, recently separated/terminated or retired from Contractor become employed directly by Local Government either during the POS as defined in "Section B.7" herein or within one-hundred-eighty (180) days of the effective date of Agreement termination and/or expiration, Contractor shall be entitled to supplemental compensation by Local Government equal to three (3) months of said employee's full time gross salary equivalent in effect at the time of Agreement Termination and or/Expiration; furthermore, the supplemental compensation shall be due and payable within ten (10) calendar days of the date Contractor personnel begins employment with Local Government.

14. **Expiration:** This Agreement shall expire at 11:59 pm on June 30, 2020, unless extended, as defined in "Section B.15." herein.

N-Focus — Initials: TAR Date: 05.15.19

Archer Lodge – FY 20 Planning — Initials: MOB Date: 06.03.19

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15. **Extension:** This Agreement may be extended by either separate agreement, subsequent addendum hereto, or written/e-mail authorization. Upon extension of this Agreement, POS as defined in "Section B.7." herein, LOS as defined in "Section B.8." herein, Compensation as defined in "Section B.9." herein, and Payments as defined in "Section B.10." herein, are subject to change. All other Terms & Conditions defined herein shall remain the same.

16. **Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.

17. **Force Majeure**: Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of Local Government or others

18. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

19. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.

20. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

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

N-Focus Initials: FAR Date: 05.15.19

Archer Lodge – FY 20 Planning Initials: lab Date: 06.03.19

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

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

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

Patti Rader, Manager
N-Focus, Inc.
315 South Main Street, Suite 200
Kannapolis, NC 28081
704.933.0772
PRader@NFocusPlanning.org

(This space left blank intentionally)

N-Focus Initials: FAR Date: 05.15.19

Archer Lodge – FY 20 Planning Initials: lab Date: 06.03.19

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Section C. ACCEPTANCE:

Patricia A. Rader *May 15, 2019*

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

Date

ACCEPTED on behalf of Local Government by:

Signature — June 3, 2019
Date

Mike Gordon, Town Administrator
Printed name of authorized person signed above

Seal of Local Government — TOWN OF ARCHER LODGE, NORTH CAROLINA, Est. 2009

ATTEST:

Kim P. Batten — June 3, 2019
Clerk to the governing board/council of Local Government
Date

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

Kim P. Batten — June 3, 2019
Finance Officer
Date

N-Focus — Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning — Initials: [illegible] Date: 06.30.19

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N·Focus, Inc.

- Town of Archer Lodge
- FY 20 Planning Agreement

"Exhibit A"
Payment Schedule

	Contract Payment Due Dates	Payment Dates	Check Number		(26) Bi-Weekly Payments of	Contract Balance	Notes
					$ 1,826.40	$ 47,486.40	
	2019						
1	July 10th			1	$ 1,826.40	$ 45,660.00	
2	July 24th			2	$ 1,826.40	$ 43,833.60	
3	August 7th			3	$ 1,826.40	$ 42,007.20	
4	August 21st			4	$ 1,826.40	$ 40,180.80	
5	Sept. 4th			5	$ 1,826.40	$ 38,354.40	
6	Sept. 18th			6	$ 1,826.40	$ 36,528.00	
7	Oct. 2nd			7	$ 1,826.40	$ 34,701.60	
8	Oct. 16th			8	$ 1,826.40	$ 32,875.20	
9	Oct. 30th			9	$ 1,826.40	$ 31,048.80	
10	Nov. 13th			10	$ 1,826.40	$ 29,222.40	
11	Nov. 27th			11	$ 1,826.40	$ 27,396.00	
12	Dec. 11th			12	$ 1,826.40	$ 25,569.60	
13	Dec. 25th			13	$ 1,826.40	$ 23,743.20	
	2020						
14	Jan. 8th			14	$ 1,826.40	$ 21,916.80	
15	Jan. 22nd			15	$ 1,826.40	$ 20,090.40	
16	Feb. 5th			16	$ 1,826.40	$ 18,264.00	
17	Feb. 19th			17	$ 1,826.40	$ 16,437.60	
18	March 5th			18	$ 1,826.40	$ 14,611.20	
19	March 19th			19	$ 1,826.40	$ 12,784.80	
20	April 2nd			20	$ 1,826.40	$ 10,958.40	
21	April 16th			21	$ 1,826.40	$ 9,132.00	
22	April 30th			22	$ 1,826.40	$ 7,305.60	
23	May 14th			23	$ 1,826.40	$ 5,479.20	
24	May 28th			24	$ 1,826.40	$ 3,652.80	
25	June 11th			25	$ 1,826.40	$ 1,826.40	
26	June 25th			26	$ 1,826.40	$ (0.00)	

N-Focus — Initials: PAR Date: 05.15.19

Archer Lodge – FY 20 Planning Agreement — Initials: [illegible] Date: 06.30.19

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

CARRIED UNANIMOUSLY

5. **PUBLIC HEARING:**
(Maximum of 30 minutes allowed, 3 minutes per person)

a) **Proposed Annual Budget Ordinance for Fiscal Year 2020**

Mayor Mulhollem asked for motion to Open the Public Hearing.

- There were no public comments.

Mayor Mulhollem asked for motion to Close the Public Hearing.

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved to Open Public Hearing at 6:33 p.m.

CARRIED UNANIMOUSLY

Moved by: Council Member Wilson
Seconded by: Mayor Pro Tem Castleberry
Approved to Close Public Hearing at 6:34 p.m.

CARRIED UNANIMOUSLY

6. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

a) **Discussion and Consideration of Appointing an Archer Lodge Representative to Attend the Clayton Economic Development Board Meetings**

After giving recap of the discussion at the May 20, 2019 Work Session, Mayor Mulhollem opened the floor for any further discussion. Mayor Mulhollem recommended Mayor Pro Tem Castleberry to attend the Clayton Economic Development Board Meetings on behalf of the Town of Archer Lodge. Mr. Castleberry acknowledged that he was willing to attend. No discussion followed.

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Appointed Mayor Pro Tem Castleberry to attend the Clayton Economic Development Board Meetings as the Town of Archer Lodge Representative.

CARRIED UNANIMOUSLY

b) **Discussion and Consideration of Adopting an Ordinance Establishing a Public Safety Reserve Fund for the Town of Archer Lodge (Ordinance# AL2019-06-1)**

Mayor Mulhollem opened the floor for discussion. Council Member Bruton stated that she was satisfied with the change in Item 3 by adding an actual dollar amount appropriated in previously adopted budget ordinances. There was no other discussion.

The Adopted Ordinance Establishing a Public Safety Reserve Fund for the Town of Archer Lodge (Ordinance# AL2019-06-1) appears as follows:

ORDINANCE # AL2019-06-1

AN ORDINANCE ESTABLISHING A PUBLIC SAFETY RESERVE FUND FOR THE TOWN OF ARCHER LODGE

WHEREAS, the Town of Archer Lodge is a municipality duly organized under the laws of the State of North Carolina; and,

WHEREAS, the Town Council finds a need to establish a separate Public Safety Reserve Fund in which funds shall be accumulated for Public Safety; and,

WHEREAS, the Town Council has determined there is a need to fund the Public Safety Reserve Fund for future Public Safety demands,

BE IT THEREFORE ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ARCHER LODGE AS FOLLOWS:

1) The Town of Archer Lodge hereby establishes a Public Safety Reserve Fund. The monies in the Public Safety Reserve Fund shall be used solely for Public Safety expenditures. For purposes of this Ordinance, Public Safety Expenditures are intended to last more than one year. Expenditures may include real property purchases, personal property purchases, new hires and other public safety demands intended to last more than one year.

2) The Public Safety Reserve Fund shall be funded by transferring funds from the General Fund to the Public Safety Reserve Fund as adopted in the Annual Budget Ordinance each fiscal year.

3) Accordingly, the Public Safety Reserve Fund shall also include the $275,000 appropriated in previously adopted budget ordinances from fiscal year ending June 30, 2013 through fiscal year ending June 30, 2018 which was designated for law enforcement.

4) This Ordinance shall be effective upon its adoption.

Duly adopted, this the 3rd day of June 2019.

TOWN OF ARCHER LODGE

Matthew B. Mulhollem, Mayor

ATTEST:

Kim P. Batten, Town Clerk

TOWN OF ARCHER LODGE Est. 2009 NORTH CAROLINA

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
<u>Adopted Ordinance Establishing a Public Safety Reserve Fund for the Town of Archer Lodge (Ordinance# AL2019-06-1).</u>

CARRIED UNANIMOUSLY

c) Discussion and Consideration of Engaging May & Place, PA to Audit Financial Records and Approving the Audit Contract for Fiscal Year ending June 30, 2019

Mayor Mulhollem opened the floor for discussion. Council Member Bruton questioned if the contract would be just for one year. Ms. Batten explained that this Audit Contract is for Fiscal Year 2019 only and due to the possibility of future required Audit changes, Council will vote each year on Auditing Services.

The Approved Letter of Engagement for May & Place, PA to Audit Financial Records for Fiscal Year ending June 30, 2019 appears as follows:

May & Place, PA

CERTIFIED PUBLIC ACCOUNTANTS

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

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

May 20, 2019

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

We are pleased to confirm our understanding of the services we are to provide the Town of Archer Lodge for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Archer Lodge as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Archer Lodge's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Archer Lodge's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

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

1) Combining and individual fund statements

2) Budgetary schedules and other schedules

Audit Objectives

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

Audit Procedures—Compliance

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit on approximately July 1, 2019 and to issue our reports no later than October 31, 2019. Dale Place is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be $4,425.00 for the audit and $4,125.00 for the financial statement preparation. Our invoices for these fees will be rendered in accordance with the North Carolina Local Government Commission instructions as detailed in the contract. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

May & Place, PA

May & Place, PA

RESPONSE:

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

Management signature: Michael Gordon

Title: Mike Gordon, Town Administrator

Date: 3 JUNE 19

Governance signature: MB Mulhollem

Title: Matthew B. Mulhollem, Mayor

Date: 6-3-19

The Approved Audit Contract for Fiscal Year ending June 30, 2019 appears as follows:

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 10/2018

The	Governing Board Town Council
of	Primary Government Unit Town of Archer Lodge
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name May & Place, PA
	Auditor Address PO Box 900 Louisburg, NC 27549

Hereinafter referred to as Auditor

for	Fiscal Year Ending 6/30/19	Audit Report Due Date 10/31/19

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

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eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

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

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

LGC-205 CONTRACT TO AUDIT ACCOUNTS Rev. 10/2018

FEES FOR AUDIT SERVICES

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

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

PRIMARY GOVERNMENT FEES

Primary Government Unit	Town of Archer Lodge
Audit	$ 4,425.00
Writing Financial Statements	$ 4,125.00
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval	$6,412.50

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval	$

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LGC-205 CONTRACT TO AUDIT ACCOUNTS Rev. 10/2018

SIGNATURE PAGE

AUDIT FIRM

Audit Firm May & Place, PA	
Authorized Firm Representative (typed or printed) Dale R. Place	Signature
Date 5/20/19	Email Address dpmayandplace@ao.com

GOVERNMENTAL UNIT

Governmental Unit Town of Archer Lodge	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) 06/03/19	
Mayor/Chairperson (typed or printed) Matthew B. Mulhollem	Signature
Date 06/03/19	Email Address matt.mulhollem@archerlodgenc.gov

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date N/A	Email Address N/A

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer (typed or printed) Kim P. Batten	Signature Kim P. Batten
Date of Pre-Audit Certificate 06/04/19	Email Address kim.batten@archerlodgenc.gov

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LGC-205 CONTRACT TO AUDIT ACCOUNTS Rev. 10/2018

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

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Moved by: Mayor Pro Tem Castleberry
Seconded by: Council Member Jackson
Approved to Engage May & Place, PA to Audit Financial Records and Approved the Audit Contract with May & Place, PA for Fiscal Year ending June 30, 2019.

CARRIED UNANIMOUSLY

d) **Discussion and Consideration of either1) *Adding* a Special Meeting to follow the June 17, 2019 Work Session for the Purpose of Adopting the Annual Budget Ordinance for Fiscal Year Ending June 30, 2020 or 2) *Changing* the June 17, 2019 Work Session to a Special Meeting for the Purpose of Adopting the Annual Budget Ordinance for Fiscal Year Ending June 30, 2020.**

Mayor Mulhollem read the two options for holding a Special Meeting and opened the floor for discussion. Discussion followed.

Ms. Batten ask that Council notify her of any additional items to be added by Wednesday, June 12, 2019.

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Approved to change the June 17, 2019 Work Session to a Special Meeting for the Purpose of Adopting the Annual Budget Ordinance for Fiscal Year Ending June 30, 2020 and any other matter that Council chooses to consider after giving proper notice to Town Clerk.

CARRIED UNANIMOUSLY

7. TOWN ATTORNEY'S REPORT:

a) **Attorney Hewett noted that he was following discussions in the General Assembly requiring Municipalities to remove criminal penalties from their ordinances. Nothing further noted.**

8. TOWN ADMIN & ADMIN CONSULTANT'S REPORT:

a) **Mr. Gordon reported that he plans to have the following DRAFT Ordinances available at the Monday, July 1, 2019 Regular Town Council Meeting for discussion:**

- Discharge of firearms within the Town of Archer Lodge
- Requiring Developers to add a covenant prohibiting the discharge of firearms in new residential subdivisions in the Town of Archer Lodge
- Domestic Fowl restrictions within the Town of Archer Lodge

b) **Mr. Gordon made remarks regarding the Town's Long-Time Administrative Consultant, Mr. C.L. Gobble**

- Beginning July 1, 2019, Mr. Gobble's hours will be reduced.
- Plans are to recognize him for all his time, support and contributions he provided the Archer Lodge Community since 2007.
- If future projects or endeavors appear, then the Town may seek his consultation services again.

9. FINANCIAL/TOWN CLERK'S REPORT:

a) **Ms. Batten shared the following:**

- Ms. Batten stated that the May 31, 2019 Financial Reports are not available.
- She and Budget Officer Bruton mentioned that neither had received questions, suggestions or comments regarding the Proposed FY2019-2020 Budget. Ms. Batten advised if anyone had any, please contact her or Ms. Bruton by June 17, 2019.

10. PLANNING/ZONING REPORT:

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

- A Preliminary Plat for Woodfin Subdivision will be discussed at the June 19, 2019 Planning Board meeting.
- Meeting with Ms. Maybee, Mr. Gordon and Mr. Gobble today, Monday, June 3, 2019, to prepare for Fiscal Year 2019-2020 and was looking forward to working with Ms. Maybee.

11. VETERAN'S COMMITTEE REPORT:

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

- Phase 3, the final phase, of the Veterans Memorial Site will soon start.
- Target Date for the Veterans Memorial Site Dedication is scheduled for November 10, 2019 (Sunday before Veterans Day).
- Quotes to finalize project are being received.
- Funds are low but determined to complete project.

Mr. Gobble reminded everyone of the 75th Anniversary of D-Day, Wednesday, June 6, 2019.

12. MAYOR'S REPORT:

a) **Mayor Mulhollem reminded Council of the upcoming Municipal Elections and filing period begins Friday, July 5, 2019 at noon and ends Friday, July 19, 2019 at noon. In addition, he encouraged all to attend ALCC's Family Fun Day set for Saturday, June 29, 2019.**

Draft

13. **<u>COUNCIL MEMBERS' REMARKS:</u>**
(non-agenda items, regarding Town)

a) **Council Member Wilson mentioned in addition to representing the Town on the Board of Directors for Triangle J. Council of Governments (TJCOG) he was elected to Secretary/Treasurer for the Board and will sit on the Executive Committee as well.**

b) **Council Member Jackson announced the Family Fun Day Road Race set for Saturday, June 29, 2019 has changed its route to Wall Road due to the amount of traffic on South Murphy and the race will start at the Archer Lodge Middle School. The parade will begin at 3:30 p.m.**

c) **Council Member Locklear congratulated the Pirates Baseball Team at Corinth Holders High School for making the State Championship and is the first time for the high school.**

d) **Mayor Pro Tem Castleberry commented that the Board of Directors for NC Petroleum & Convenience Marketers honored a Corinth Holder High School Senior, Conner Rhoades, with a Scholarship Award.**

He shared that he would like to see the Archer Lodge Veterans Committee members and volunteers recognized for their hard work at the Veterans Memorial Site Dedication in November 2019.

e) **Council Member Bruton inquired about forming a committee for the 10th Year Town Anniversary Celebration.**

14. **ADJOURNMENT:**

a) **No further business.**

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
<u>Adjourned meeting at 7:08 p.m.</u>

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Draft

Minutes of Special Meeting for the Purposes of: Items 2.a. through 2.e. below

Monday, June 17, 2019
Jeffrey D. Barnes Council Chambers

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Locklear
Council Member Wilson

STAFF PRESENT:
Mike Gordon, Town Administrator
Chip Hewett, Town Attorney
Kim P. Batten, Finance Officer/Town Clerk
Bob Clark, Planning/Zoning Administrator
Julie Maybee, Town Planner

COUNCIL ABSENT:
Council Member Jackson

MEDIA PRESENT:
None

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1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:33 p.m. in the Jeffrey D. Barnes Council Chambers and declared a quorum present. Mayor Pro Tem Castleberry offered the invocation.

b) Pledge of Allegiance

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

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2. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Presentation of Interim Financial Reports for Month ending May 31, 2019

Ms. Batten provided a financial summary for all funds ending May 31, 2019 and noted that the fiscal year was 92% complete. Of the anticipated revenues, 86% have been collected in the General Fund while expenditures were slightly below 83%. For fiscal year 2018-2019, the Capital Reserve Fund revenues were approximately $33,613 with no expenditures and the Park Reserve Fund revenues were $191,593 with only one expenditure: The Park Land purchase down payment. The Town Hall Expansion Capital Project was getting close to completion and would be completed by June 30th.

Comparing the year-to-date totals for May 2018 with year-to-date totals for May 2019, revenues exceeded expenditures in both years, but was $18,541 less in 2019 than in 2018. No further comments or discussion.

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b) Discussion and Consideration of Adopting the Annual Budget Ordinance for Fiscal Year ending June 30, 2020

Budget Officer/Council Member Bruton stated that neither Ms. Batten, Mr. Gordon nor herself had received any comments on the budget; therefore, she opened the floor for any questions or comments.

Mayor Mulhollem thanked Staff and Council Member Bruton for their hard work for preparing the FY2019-2020 Annual Budget Ordinance.

Council Member Wilson comments were as follows:

- He felt sure the decrease in the amount budgeted for the Archer Lodge Community Center was due to the purchase of Park Land. Mr. Gordon confirmed his thought and noted that capital projects at ALCC were complete and they were not needing as much funding.

- He inquired about the Proposed Annual Budget books being updated once the budget is adopted. Ms. Batten explained that if there were no changes to actual figures, then the word "***Proposed***" throughout the Budget books would be removed and the Final Adopted Budget Ordinance would be inserted and returned to Council. Further, she emphasized that if there were changes to the actual budget, then the budget must be updated and balanced before Council can adopt. Once Budget is adopted, then Council's Budget books would be replaced with the Adopted Annual Budget Ordinance for Fiscal Year Ending June 30, 2020 instead of the Proposed version.
- He noted the elimination of phone reimbursements but an increase in salaries for Mayor/Council Members and asked for an explanation of these changes and specifically the Mayor Pro Tem salary. Mr. Gordon explained that the subject had been mentioned at the Budget Planning Session back in February and a few times to him since becoming Town Administrator.
- He shared his concerns regarding the budget process. Explanations were provided as well as Attorney Hewett referencing NCGS § 159, The Local Government Budget and Fiscal Control Act, which details the process. Budget Officer Bruton noted that Council received their Proposed Budget books on May 20, 2019 following her presentation and a timeframe of four weeks was provided for any concerns, questions or comments and none were received.

Discussion continued and Mayor Mulhollem asked for a motion to adopt the Annual Budget Ordinance as presented or were there any changes to be considered before adoption. No changes were considered; therefore, the Adopted Annual Budget Ordinance for Fiscal Year Ending June 30, 2020 appears as follows:

TOWN OF ARCHER LODGE

Annual Budget Ordinance

FY 2019~2020

Pursuant to G.S. 159-8 thru G.S. 159-17, be it ordained by the Town Council of the Town of Archer Lodge that: (1) Departmental Expenditures for the Fiscal Year shall not exceed the estimated departmental totals as depicted on the following page, the total being **$1,391,500**; and (2) Revenues for Fiscal Year 2019~2020 shall equal total Expenditures; and (3) Revenues from the Ad Valorem Property Tax shall be levied in the amount of **$0.22 per $100 evaluation**; and (4) Due to 2019 being a Tax Revaluation Year for Johnston County, the Revenue Neutral Tax Rate adjusted for growth would be $0.18 for the Town of Archer Lodge and is provided for comparison purposes only.

Adopted this 17th day of June 2019

Matthew B. Mulhollem, Mayor

Teresa M. Bruton, Budget Officer

TOWN OF ARCHER LODGE
Est. 2009
NORTH CAROLINA

ATTEST:

Kim P. Batten

Kim P. Batten, Town Clerk

Town of Archer Lodge, North Carolina
ANNUAL BUDGET ORDINANCE
For the Fiscal Year July 1, 2019 to June 30, 2020

Revenues and Expenditures

		Amount
General Fund Revenues:		
Ad-Valorem Property Taxes	$	812,300
State Sales Tax Distributions		181,010
Unrestricted Intergovernmental Revenues		204,000
Restricted Intergovernmental Revenues (PEG Media)		53,000
Permits and Fees		6,000
Fee in Lieu of Recreation		45,000
Investment Earnings		24,000
Miscellaneous Revenues		190
Total Revenues	$	1,325,500
General Fund Expenditures:		
General Government		
Governing Body	$	53,900
Administration		253,853
Tax Collections		23,000
Legal		13,000
Property Tax		100
Public Buildings		49,550
PEG Media Partners		53,000
Public Safety		
Law Enforcement		2,500
Animal Control		4,000
Archer Lodge Fire Department		325,000
Transporation - Public Works		
Streets		92,500
Planning and Zoning		123,860
Parks and Recreation		45,000
Debt Service		
Principal and Interest		142,237
Total Expenditures		1,181,500
Revenues Over (Under) Expenditures		144,000
Interfund Transfers:		
General Fund Balance Appropriation		-
Transfer in from Park Reserve Fund		66,000
Interfund Transfers to Cap Res Fund, Park Res Fund & Public Safety Res Fund		(210,000)
Total Other Financing Sources (Uses):		(144,000)
Total Revenues Over (Under) Expenditures and Other Financing Sources (Uses)	$	-

Moved by: Council Member Locklear
Seconded by: Mayor Pro Tem Castleberry
Adopted the Annual Budget Ordinance for Fiscal Year ending June 30, 2020.

Carried 3 to 1 (Wilson Opposed)

c) Discussion and Consideration of Approving a Budget Amendment for the newly established Public Safety Reserve Fund 32 (BA 2019 06)

Mayor Mulhollem opened the floor for discussion. Council Member Wilson inquired if the funds going into the Public Safety Reserve Fund where the same funds that were previously in the Law Enforcement Designation. Ms. Batten mentioned the Approved Ordinance# AL2019-06-1, which addressed funding sources, and confirmed those monies would be in the new fund. No further discussion.

Approved Budget Amendment (BA 2019 06) appears as follows:

Budget Amendment **BA 2019 06**

Town of Archer Lodge

Fiscal Year Ending **06/30/19**
Budget Amendment **BA 2019 06**
Date **17-Jun-19**

General Fund/Public Safety Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Fund Balance Appropriated	10-3990-0000	23,245.00	275,000.00	298,245.00
Transfer from General Fund 10	32-3900-3910	-	300,000.00	300,000.00
Total Increase (Decrease) in Revenues			**575,000.00**	
Expenditures:				
Transfer to Public Safety Reserve Fund 32	10-9900-0032	25,000.00	275,000.00	300,000.00
Public Safety Development	32-4300-5500	-	300,000.00	300,000.00
Total Increase (Decrease) in Expenditures			**$ 575,000.00**	
			$ -	

Justification for Budget Amendment:
To establish Public Safety Reserve Fund 32 and appropriate revenues and expenditures as approved in Ordinance# AL2019-06-1

Adopted this 17th day of June 2019

Matthew B. Mulhollem, Mayor

ATTEST:
Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

TOWN OF ARCHER LODGE · Archer Lodge · Est. 2009 · NORTH CAROLINA

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
Approved Budget Amendment for the newly established Public Safety Reserve Fund 32 (BA 2019 06).

CARRIED UNANIMOUSLY

d) Discussion of a Nuisance Ordinance

Mr. Gordon presented Mayor/Council with a **CONCEPT DRAFT** Ordinance regarding Domestic Fowl. He suggested everyone review and follow-up with staff, if changes were needed.
Discussion followed regarding:

- Terminology of major versus minor subdivisions
- Targeting certain locations or Town wide
- Complaint driven
- Amending Ordinances, if necessary
- Revisions to the **CONCEPT DRAFT** were provided

Mr. Gordon stated that staff will make noted changes and DRAFT Ordinance will be discussed again.

e) **Discussion of the Town's 10th Year Anniversary Celebration/Event(s)**

10th Year Anniversary ideas and suggestions were provided as follows:

- Recommended not to interfere with the Archer Lodger Veterans Memorial Dedication Event scheduled for Sunday, November 10, 2019.
- Proclamation for the 10th Year Anniversary at the 2019 November or December Regular Town Council Meeting, and at the December Annual Appreciation Event.
- Organize an Annual Festival that features rural farming or like the Harvest Festival in Clayton
- Recognize those that were involved in the Incorporation process
- Have a special event every-other month
- Recognize the first Governing Body and Planning Board
- Have a formal recognition gathering and/or an event making it fun for the entire Town
- Recognition should include officials, staff, individuals in neighboring towns, individuals on committees and groups
- Display a copy of the original Petition and possibly the original Charter
- Giving keepsakes of the Town to the recognized individuals. Examples: water tower replicas, license plates, bumper stickers, oval decals, cups, magnets
- 10th Year Anniversary Banner and Pins
- Welcome sign or Logo on water tower if Johnston County would allow
- Freelance writer doing an article on the Town
- Prepare a timeline of the history of Archer Lodge and Masonic Lodge, featuring major accomplishments
- Getting addresses changed to Archer Lodge, NC with Archer Lodge zip code

Mayor Mulhollem encouraged everyone to gather contact information of persons involved in the incorporation of the Town as meetings will soon begin with this exciting endeavor.

3. ADJOURNMENT:

a) **In closing Council Member Wilson noted that on June 6, 2019 his Grandson Eric Heiner received his Eagle Scout Award for the Archer Lodge Veterans Memorial Sign. Congratulations were offered by Mayor/Council. No further business.**

Moved by: Council Member Locklear
Seconded by: Council Member Bruton
Adjourned meeting at 8:14 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Regular Council - Minutes
Monday, July 1, 2019

COUNCIL PRESENT:
Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Locklear
Council Member Wilson

STAFF PRESENT:
Mike Gordon, Town Administrator
Chip Hewett, Town Attorney
Kim P. Batten, Finance Officer/Town Clerk
Bob Clark, Planning/Zoning Administrator

COUNCIL ABSENT:

MEDIA PRESENT:
None

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1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers and declared a quorum present. Council Member Jackson offered the invocation.

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b) Pledge of Allegiance

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

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2. APPROVAL OF AGENDA:

a) No additions or changes noted.

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

CARRIED UNANIMOUSLY

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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 remarked about July 4th and the Declaration of Independence of the United States of America.

He appreciated the dedication of General George Washington leading the American Army to victory and the fulfillment of God's promises to Abraham. He asked everyone to be thankful for our independence.

4. **CONSENT AGENDA:**

a) **Approval of Minutes:**
23 Feb 2019 Budget Planning Retreat ~ FY 2019/2020
04 Mar 2019 Regular Council Meeting Minutes
18 Mar 2019 Work Session Minutes
15 Apr 2019 Work Session Minutes

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

CARRIED UNANIMOUSLY

5. **DISCUSSION AND POSSIBLE ACTION ITEMS:**

a) **Discussion and Consideration of the DRAFT Domestic Fowl Ordinance**

Mayor Mulhollem ask Mr. Gordon to lead the floor in discussion. Topics discussed were as follows:

- Major subdivisions versus minor subdivisions
- Language in existing HOA's Restrictive Covenants regarding fowl
- Enforcement of HOA's Restrictive Covenants versus Ordinance
- Listing specific fowl
- Minor corrections and verbiage
- Grandfather existing HOA's with no restrictive covenants

Council Member Bruton requested additional time to review and suggested having further discussion at the Work Session on Monday, July 15, 2019. All agreed; therefore, no further discussion.

b) **Discussion and Consideration of Setting a Public Hearing for the Proposed Domestic Fowl Ordinance**

Mayor Mulhollem opened the floor to consider setting a Public Hearing on the Proposed Domestic Fowl Ordinance. Discussion followed.

Moved by: Council Member Locklear
Seconded by: Council Member Jackson
Approved to hold a Public Hearing for Domestic Fowl Ordinance on Monday, August 5, 2019.

CARRIED UNANIMOUSLY

c) **Discussion and Consideration of a DRAFT Ordinance for Future Subdivisions**

Mayor Mulhollem ask Mr. Gordon to lead the floor in discussion of a DRAFT Ordinance Requiring Developers to Restrict the Discharge of Firearms in Major Subdivisions. Topics discussed were as follows:

- HOA in place for Subdivisions.
- Concerns of differentiating between Major and Minor Subdivisions.
- Types of guns being addressed in the ordinance and possible exclusions.
- Developer to include Firearms restrictions in future Subdivisions.
- Revising Ordinance to add the word ***"New"*** in front of Major Residential Subdivisions.
- Minor corrections in verbiage.

d) Discussion and Consideration of Setting a Public Hearing for a Proposed Ordinance for Future Subdivisions

Mayor Mulhollem opened the floor to consider setting a Public Hearing on a Proposed Ordinance Requiring Developers to Restrict the Discharge of Firearms in Future Major Residential Subdivisions. Discussion followed.

Moved by: Council Member Jackson
Seconded by: Council Member Locklear
Approved to hold a Public Hearing on a Proposed Ordinance Requiring Developers to Restrict the Discharge of Firearms in Future Major Residential Subdivisions on Monday, August 5, 2019.

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

a) Attorney Hewett reminded everyone of the Municipal Elections upcoming in November. The seats up for election in Archer Lodge will be the Mayor seat and three Council seats. Filing will be open for two full weeks beginning at noon on Friday, July 5, 2019 through noon, Friday, July 19, 2019.

In addition, there is a House Bill at the NC General Assembly that he is following.

7. TOWN ADMINISTRATOR'S REPORT:

a) Mr. Gordon reported the following:

- A task group is being formed to discuss and plan the 10th Year Celebration of Archer Lodge.
- Researching for a commercial Christmas Parade Float commemorating the Town's Anniversary.
- Ms. Batten added that the Town Website has a 10th Year Anniversary Logo, compliments of Former Council Member/Mayor Pro Tem Carlton Vinson.
- Tentative Dates for the Fall Planning Session for both the Town Council and Planning Board are either Saturday, November 2, 2019 or Saturday, November 9, 2019.

8. PLANNING/ZONING REPORT:

a) Mr. Clark reported the following:

- NCDOT will soon contact property owners regarding a right-of-way agreement for the Sidewalk Project on Buffalo Road from White Oak Church to just beyond Cousin's Antiques.
- NCDOT will soon contact property owners regarding a right-of-way agreement for the Sidewalk portion of the Covered Bridge Road Project. The area for the sidewalk portion is on Covered Bridge Road from C. E. Barnes Store to Archer Lodge Road.
- The land between the Soccer Field and the AL Veterans Memorial Site will become an easement for a drain pipe for the Buffalo Road Project.
- Pending Governor Cooper's signature, the NC General Assembly recently passed Chapter 160-D which consolidates NCGS § 153A - with NCGS § 160-A into an Act to Reorganize, Clarify, and Modernize Statutes Regarding Local Planning and Development Regulations for both counties and municipalities.

9. VETERAN'S COMMITTEE REPORT:

a) Mr. Mike Mulhollem reported the following:

- The Grand Marshal for ALCC's Family Fun Day Parade held Saturday, June 29, 2019 was the Archer Lodge Veterans Memorial Committee.
- The Preliminary Schedule for Phase 3 of the Memorial Site is as follows:
    - 7/10 - 7/24 - Pour walkway, install benches and the Fallen Soldier Monument.
    - 7/29 - 8/13 - Brick pavers to be installed by Bland Landscaping Company
    - 8/13 - 8/17 - Power wash, install service branch emblems and seal the points of star.
    - 8/26 - 9/20 - Landscape by Bland Landscaping Company
- Johnston County's charitable donation greatly assisted with Phase 3, Final Phase.
- Approximately a balance of $5,000 in account.
- Biscuit sales will continue until further notice.
- Town's support throughout project has been greatly appreciated.

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10. MAYOR'S REPORT:

a) Mayor Mulhollem reported the following:

- Family Fun Day was a great success, even with the hot temperatures.
- Mr. C. L. Gobble, Administrative Consultant, sent his regards in appreciation for the support, cards, and donations given during the recent loss of his father.
- In honor of C. L.'s Father, Clarence Lanier Gobble, and in lieu of flowers, the Town donated to 1) VFW, Post 9010, District 11 Memorial Honor Guard and 2) Old Hickory Council, Boy Scouts of America, where his Father, C. L. and his son, Tripp, were members. Both C. L. and his Father were leaders, and both C. L. and his son were Eagle Scouts.
- Mike is collecting personal donations towards the purchase of a brick paver at the Archer Lodge Veterans Memorial in honor of C. L.'s Father.
- Johnston County Officials are considering changes in the trash decal program currently established.

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11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) Council Member Wilson reflected on the past events during the construction of the Archer Lodge Veterans Memorial.

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b) Council Member Jackson reminded everyone of the upcoming July 4th Independence Holiday.

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c) Council Member Locklear thanked the Archer Lodge Veterans Memorial Committee for their dedication and for the continued support provided by the Town.

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d) Council Member Castleberry asked for prayers for two of his children traveling back from a Mission Trip in Lima, Peru. In addition, he recommended the Ginger Thompson Band for the 10th Year

Anniversary event since she was born in Archer Lodge.

e) **Council Member Bruton expressed her gratitude to the many volunteers for the Family Fun Day.**

12. ADJOURNMENT:

a) **Prior to adjournment, Mayor Mulhollem wished everyone a Happy July 4th and reiterated Mr. Brantley's message, "to keep the blessings of freedom in mind." No further business.**

Moved by: Council Member Wilson
Seconded by: Council Member Jackson
Adjourned meeting at 8:07 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF ARCHER LODGE, NORTH CAROLINA, CHAPTER 30, ZONING AND SUBDIVISIONS, PROHIBITING THE DISCHARGE OF FIREARMS IN NEW RESIDENTIAL MAJOR SUBDIVISIONS.

Section 1. Pursuant to authority granted to the by N.C. Gen. Stat. § 160A-189, and N.C. Gen. Stat. § 160A – 381, the Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 30, Zoning and Subdivisions, as follows:

Add to Article VI, Division 4. Final Plat Approval, Section 30-384 below:

Section 30-384. Prohibiting the Discharge of Firearms in New Residential Major Subdivisions.

Prior to final approval of any residential major subdivision submitted after the effective date of this ordinance, the Developer shall include in the restrictive covenants a provision that mandates the discharge of firearms is strictly prohibited anywhere in the subdivision or on any adjoining property owned by the Developer or Home Owner Association (HOA). A copy of the recorded restrictive covenants must be submitted to the Town proving compliance with this ordinance section prior to final approval. Discharging of air guns, air pistols and air rifles is permitted, as they are not considered firearms within the meaning of this section.

Re-number remainder of the reserved sections in Article VI, Division IV, as follows:
Secs. 30-385 – 30-409. Reserved.

Section 2. This ordinance shall become effective upon adoption.

DULY ADOPTED, THIS ____ DAY OF ___________________, 2019.

TOWN OF ARCHER LODGE (SEAL)

____
Matthew Mulhollem, Mayor

ATTEST:

____
Kim P. Batten, Town Clerk

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF ARCHER LODGE, NORTH CAROLINA, CHAPTER 6. ANIMALS, REGULATING THE KEEPING OF DOMESTIC FOWL

Section 1. The Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 6. Animals, as follows:

Add to Article I, Sec. 6-1. Definitions.

Fowl includes, but is not limited to, chickens, turkeys, geese, and ducks.

Fowl enclosure or pen means a single accessory structure for the housing of domestic fowl consisting of a house for sleeping and the laying of eggs in conjunction with an open-air pen.

Add Article IV, Sec. 6-83. Domestic Fowl.

This section is applicable to the keeping of domestic fowl in residential major subdivisions and is not applicable to bonafide farms. Domestic fowl shall not be kept in residential major subdivisions that do not meet the requirements within this section.

(1) It shall be unlawful to keep roosters in residential major subdivisions, as defined in Chapter 30, Article VI, Division 1, Sec. 30-288 of the Subdivision Ordinance, in the Town of Archer Lodge.

(2) It shall be unlawful to keep, house or possess more than ten domestic fowl on property in a residential major subdivision, as defined in Chapter 30, Article VI. Division 1, Sec. 30-288 of the Subdivision Ordinance.

(3) It shall be unlawful for the owner or keeper of any domestic fowl to allow the domestic fowl to roam at large within the town.

(4) All domestic fowl shall be confined in fully enclosed pens that meet the following requirements:
   - a. All enclosures must be well ventilated and constructed of materials conducive to regular cleaning and sanitation.
   - b. At all times the enclosure shall be kept in a clean and sanitary condition, and free from accumulations of excrement and objectionable odor.
   - c. The enclosure shall have a minimum of ten square feet of area for each fowl.
   - d. All fowl enclosures must be in the rear yard and be located at least ten (10) feet from all adjoining property lines and twenty-five (25) feet from any dwelling.

(5) A violation of any provision of this section is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance. The nuisance shall be abated as set forth in Article V, Sec. 6 -114 of this chapter.

Re-number remainder of the reserved sections in Article IV as follows:
Secs. 60-84 – 60-107. Reserved.

Section 2. This ordinance shall become effective upon adoption.

DULY ADOPTED, THIS ____ DAY OF ____________________, 2019.

TOWN OF ARCHER LODGE (SEAL)

____
Matthew Mulhollem, Mayor

ATTEST:

____
Kim P. Batten, Town Clerk

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

Mayor:
Matthew B. Mulhollem

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

August 5, 2019

To: Honorable Mayor, Mayor Pro Tem, and Council Members

From: Mike Gordon, Town Administrator

Cc: Hewett Law Group, P.A., Finance Officer/Town Clerk, Deputy Clerk, Planning/Zoning Administrator, Senior Planner and Town Planner

Re: Discussion and Consideration of Adopting Proposed Ordinance, NC Chapter 30, Zoning and Subdivisions, Prohibiting the Discharge of Firearms in New Residential Major Subdivisions

---

As a follow up to our July 1, 2019, Town Council meeting and July 11, 2019 Memorandum to Council, revisions/clarifications have been made to draft ordinance provisions pertaining to the firearms in new residential major subdivisions. Comments received have been reviewed and considered.

Revised drafts have been reviewed by Attorney Marcus Burrell, Hewett Law Group, P.A. for compliance with NC General Statutes as well.

This ordinance is a starting point. It applies to new residential major subdivisions approved after the date of this ordinance. It does not prohibit air guns, air pistols or air rifles. Furthermore, it does not require existing major subdivisions to amend their current restrictive covenants.

PUBLIC HEARING:

On July 1, 2019, the Town Council set an August 5, 2019 public hearing date. Notice of the Public Hearing was published on July 26, 2019, and August 2, 2019 in the *News and Observer Southeast Zone*. Notification was also published on the Town's web site, social media pages and posted at Town Hall.

REQUESTED ACTION:

After conducting a public hearing, staff respectfully requests that the Town Council consider and move to approve the attached ordinance prohibiting the discharge of firearms in new residential major subdivisions. (Tentatively Ordinance# AL2019-08-1)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF ARCHER LODGE, NORTH CAROLINA, CHAPTER 30, ZONING AND SUBDIVISIONS, PROHIBITING THE DISCHARGE OF FIREARMS IN NEW RESIDENTIAL MAJOR SUBDIVISIONS.

Section 1. Pursuant to authority granted to the by N.C. Gen. Stat. § 160A-189, and N.C. Gen. Stat. § 160A – 381, the Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 30, Zoning and Subdivisions, as follows:

Add to Article VI, Division 4. Final Plat Approval, Section 30-384 below:

Section 30-384. Prohibiting the Discharge of Firearms in New Residential Major Subdivisions.

Prior to final approval of any residential major subdivision submitted after the effective date of this ordinance, the Developer shall include in the restrictive covenants a provision that mandates the discharge of firearms is strictly prohibited anywhere in the subdivision or on any adjoining property owned by the Developer or Home Owner Association (HOA). A copy of the recorded restrictive covenants must be submitted to the Town proving compliance with this ordinance section prior to final approval. Discharging of air guns, air pistols and air rifles is permitted, as they are not considered firearms within the meaning of this section.

Re-number remainder of the reserved sections in Article VI, Division IV, as follows:
Secs. 30-385 – 30-409. Reserved.

Section 2. This ordinance shall become effective upon adoption.

DULY ADOPTED, THIS ____ DAY OF ___________________, 2019.

TOWN OF ARCHER LODGE (SEAL)

____
Matthew Mulhollem, Mayor

ATTEST:

____
Kim P. Batten, Town Clerk

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

August 5, 2019

To: Honorable Mayor, Mayor Pro Tem, and Council Members

From: Mike Gordon, Town Administrator

Cc: Hewett Law Group, P.A., Finance Officer/Town Clerk, Deputy Clerk, Planning/Zoning Administrator, Senior Planner and Town Planner

Re: Discussion and Consideration of Adopting Proposed Ordinance, NC Chapter 6, Regulating the Keeping of Domestic Fowl

---

As a follow up to our July 1, 2019, Town Council meeting and July 11, 2019 Memorandum to Council, revisions/clarifications have been made to draft ordinance provisions pertaining to the fowl in residential major subdivisions. Comments received have been reviewed and considered.

Revised drafts have been reviewed by Attorney Marcus Burrell, Hewett Law Group, P.A. for compliance with NC General Statutes; and Animal Control Officer Amber Butler, as well.

This ordinance applies to all residential major subdivisions, new and existing.

It should be noted that existing zoning home occupation provisions apply (i.e., permit the selling of domestic fowl eggs as an accessory residential use) as well.

PUBLIC HEARING:

On July 1, 2019, the Town Council set an August 5, 2019 public hearing date. Notice of the Public Hearing was published on July 26, 2019, and August 2, 2019 in the *News and Observer South East Zone*. Notification was also published on the Town's web site, social media pages and posted at Town Hall.

REQUESTED ACTION:

After conducting a public hearing, staff respectfully requests that the Town Council consider and move to approve the attached ordinance regulating the keeping of domestic fowl residential major subdivisions. (Tentatively Ordinance# AL2019-08-2)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF ARCHER LODGE, NORTH CAROLINA, CHAPTER 6. ANIMALS, REGULATING THE KEEPING OF DOMESTIC FOWL

Section 1. The Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 6. Animals, as follows:

Add to Article I, Sec. 6-1. Definitions.

Fowl includes, but is not limited to, chickens, turkeys, geese, and ducks.

Fowl enclosure or pen means a single accessory structure for the housing of domestic fowl consisting of a house for sleeping and the laying of eggs in conjunction with an open-air pen.

Add Article IV, Sec. 6-83. Domestic Fowl.

This section is applicable to the keeping of domestic fowl in major residential subdivisions and is not applicable to bonafide farms. Domestic fowl shall not be kept in residential major subdivisions that do not meet the requirements within this section.

(1) The keeping of roosters is prohibited in residential major subdivisions, as defined in Chapter 30, Article VI, Division 1, Sec. 30-288 of the Subdivision Ordinance, in the Town of Archer Lodge.
(2) It shall be unlawful to keep, house or possess more than ten domestic fowl on property in a residential major subdivision, as defined in Chapter 30, Article VI. Division 1, Sec. 30-288 of the Subdivision Ordinance.
(3) It shall be unlawful for the owner or keeper of any domestic fowl to allow the domestic fowl to roam at large within the town.
(4) All domestic fowl shall be confined in fully enclosed pens that meet the following requirements:
   a. All enclosures must be well ventilated and constructed of materials conducive to regular cleaning and sanitation.
   b. At all times the enclosure shall be kept in a clean and sanitary condition, and free from accumulations of excrement and objectionable odor.
   c. The enclosure shall have a minimum of ten square feet of area for each fowl.
   d. All fowl enclosures must be in the rear yard and be located at least ten (10) feet from all adjoining property lines and twenty-five (25) feet from any dwelling.
(5) A violation of any provision of this section is hereby declared to be dangerous and prejudicial to the public health or safety and to constitute a public nuisance. The nuisance shall be abated as set forth in Article V, Sec. 6 -114 of this chapter.

Re-number remainder of the reserved sections in Article IV as follows:
Secs. 60-84 – 60-107. Reserved.

Section 2. This ordinance shall become effective upon adoption.

DULY ADOPTED, THIS ____ DAY OF ____________________, 2019.

TOWN OF ARCHER LODGE (SEAL)

____
Matthew Mulhollem, Mayor

ATTEST:

____
Kim P. Batten, Town Clerk

STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

DATE: ____________________
WBS ELEMENT: 80094
FA PROJECT:
TIP/PARCEL: 80094/_____
COUNTY: Johnston
DESCRIPTION: Grading, Drainage, and Paving improvements to SR 1003 (Buffalo Road)

Property Owner Acknowledgement of the Terms for the Voluntary Donation of Property to the North Carolina Department of Transportation.

The undersigned property owner and/or the undersigned property owner's legal representatives freely acknowledge their desire and willingness to voluntarily transfer their ownership of privately-owned real property to the North Carolina Department of Transportation for the benefit of the above sited public transportation project without receipt of just compensation. It is further agreed and acknowledged by the undersigned property owner and/or the property owner's legal representative that the property owner and/or legal representative has been advised that he/she is entitled to have an appraisal made on his/her property to determine just compensation and the owner releases the Department from this obligation and waives any compensation in exchange for the donation of property as right of way in full settlement of his/her claim. The purpose of this document is to ensure compliance under Title 23 of the United States Code of Federal Regulations (CFR), Subchapter H (Right-of-Way and Environment), Part 710 (Right-of-Way and Real Estate), Subpart E (Property Acquisition Alternatives), Subsection .505 (Real Property Donations).

________________________________ (SEAL) ____________________________ (SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: ____________________________

(Stamp/Seal)	STATE OF ____________________ COUNTY OF __________ I, ____________________ a Notary Public for said County and State, so hereby certify that ____________________ personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the ________ day of ____________________ , ______________ . My commission expires ______________ ______________ Notary Public

FRM4-CC
REVISED 2-01-2017

Telephone: (919) 707-4360
Fax: (919) 733-1390
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Mailing Address:
NC DEPT. OF TRANSPORTATION
RIGHT OF WAY UNIT
1546 MAIL SERVICE CENTER
RALEIGH, NC 27601

Revenue Stamps $ ______________

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY ____________________ CHECKED BY ____________________

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: **Lloyd W. Johnston, Jr.,** Division R/W Agent,
North Carolina Department of Transportation
P.O. Box 3165
Wilson, NC 27895

NORTH CAROLINA
COUNTY OF JOHNSTON
TAX PARCEL 178002-58-2517

TIP/PARCEL NUMBER: 051SR1003/002
WBS ELEMENT: 80094
ROUTE: SR 1003 @ SR 1702

THIS FEE SIMPLE DEED, made and entered into this the ______ day of ______________ 20 19
by and between Town of Archer Lodge
14094 Buffalo Road
Clayton, NC 27527

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $ 0.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Wilders Township, Johnston County, North Carolina, which is particularly described as follows:

Point of beginning being S 41^52'7.2" E, 684.684 feet from -L- Sta 20+00 thence along a curve 16.818 feet and having a radius of 1677.718 feet. The chord of said curve being on a bearing of S 44^32'21.0" E, a distance of 16.818 feet thence to a point on a bearing of N 33^15'18.3" E 39.330 feet thence to a point on a bearing of S 57^55'56.5" W 29.138 feet thence to a point on a bearing of S 57^55'56.5" W 10.232 feet returning to the point and place of beginning containing approximately 0.007 acres, more or less.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Drainage Easement

Tract I
Point of beginning being N 20^13'50.8" W, 447.274 feet from -L- Sta 20+00 thence to a point on a bearing of N 42^19'2.0" W 46.169 feet thence to a point on a bearing of S 21^45'25.2" E 43.228 feet thence to a point on a bearing of N 68^14'34.8" E 10.000 feet thence to a point on a bearing of N 68^14'34.8" E 6.214 feet returning to the point and place of beginning containing approximately 0.008 acres, more or less.

Tract II
Point of beginning being N 12^47'37.6" W, 341.283 feet from -L- Sta 20+00 thence to a point on a bearing of N 42^19'2.0" W 0.686 feet thence to a point on a bearing of N 42^19'2.0" W 15.225 feet thence to a point on a bearing of N 42^19'2.0" W 6.518 feet thence to a point on a bearing of S 64^46'53.4" W 39.669 feet thence to a point on a bearing of S 64^46'53.4" W 10.018 feet thence to a point on a bearing of S 21^45'25.2" E 21.000 feet thence to a point on a bearing of N 65^15'17.9" E 10.014 feet thence to a point on a bearing of N 65^15'17.9" E 47.538 feet returning to the point and place of beginning containing approximately 0.026 acres, more or less.

Tract III
Point of beginning being S 45^54'48.2" E, 202.689 feet from -L- Sta 20+00 thence to a point on a bearing of S 38^24'48.0" E 20.000 feet thence to a point on a bearing of N 48^7'40.6" E 10.018 feet thence to a point on a bearing of N 48^7'40.6" E 163.656 feet thence to a point on a bearing of N 46^19'56.8" W 5.771 feet thence to a point on a bearing of N 46^16'32.2" W 14.366 feet thence to a point on a bearing of S 48^5'22.6" W 160.897 feet thence to a point on a bearing of S 48^5'22.6" W 10.019 feet returning to the point and place of beginning, containing approximately 0.079 acres, more or less.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.
It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage Easement area(s). It is further understood and agreed that Permanent Drainage Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Drainage Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Construction Easement

Tract I
Point of beginning being N 22^18'29.4" W, 447.136 feet from -L- Sta 20+00 thence to a point on a bearing of S 21^45'25.2" E 92.000 feet thence to a point on a bearing of N 64^46'53.4" E 10.018 feet thence to a point on a bearing of N 21^45'25.2" W 91.395 feet thence to a point on a bearing of S 68^14'34.8" W 10.000 feet returning to the point and place of beginning, containing approximately 0.021 acres, more or less.

Tract II
Point of beginning being N 22^39'57.6" W, 271.123 feet from -L- Sta 20+00 thence along a curve 267.988 feet and having a radius of 1058.388 feet. The chord of said curve being on a bearing of S 29^0'38.8" E, a distance of 267.273 feet thence along a curve 184.579 feet and having a radius of 4921.670 feet. The chord of said curve being on a bearing of S 37^20'20.1" E, a distance of 184.568 feet thence to a point on a bearing of S 38^24'48.0" E 13.685 feet thence to a point on a bearing of N 48^5'22.6" E 10.019 feet thence to a point on a bearing of N 37^53'40.7" W 113.568 feet thence to a point on a bearing of N 36^29'17.5" W 108.372 feet thence to a point on a bearing of N 31^58'5.9" W 107.836 feet thence to a point on a bearing of N 25^23'16.6" W 132.840 feet thence to a point on a bearing of N 21^45'25.2" W 63.522 feet thence to a point on a bearing of S 65^15'17.9" W 10.014 feet thence to a point on a bearing of S 21^45'25.2" E 63.026 feet returning to the point and place of beginning, containing approximately 0.129 acres, more or less.

Tract III
Point of beginning being S 42^22'46.9" E, 382.481 feet from -L- Sta 20+00 thence along a curve 152.708 feet and having a radius of 2604.535 feet. The chord of said curve being on a bearing of S 40^5'34.8" E, a distance of 152.686 feet thence to a point on a bearing of S 41^46'21.6" E 77.026 feet thence along a curve 72.599 feet and having a radius of 1677.718 feet. The chord of said curve being on a bearing of S 43^0'44.4" E, a distance of 72.594 feet thence to a point on a bearing of N 57^55'56.5" E 10.232 feet thence to a point on a bearing of N 42^23'58.7" W 151.337 feet thence to a point on a bearing of N 40^5'50.1" W 151.715 feet thence to a point on a bearing of N 38^24'48.0" W 44.917 feet thence to a point on a bearing of N 38^24'48.0" W 116.682 feet thence to a point on a bearing of S 48^7'40.6" W 10.018 feet thence to a point on a bearing of S 38^24'48.0" E 160.609 feet returning to the point and place of beginning, containing approximately 0.111 acres, more or less.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above described temporary easement area(s) until such time that the property owners alter the adjacent lands in such a manner that the cut and/or fill slopes are no longer needed for the lateral support of the roadway. Any additional construction areas lying beyond the cut and/or fill slopes and extending beyond the right of way limits and beyond any permanent easement areas will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

The Temporary Construction Easement referenced herein shall remain in effect for the entire construction contract and shall be null and void upon final acceptance of construction activities by the Department.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Johnston County Registry in Deed Book 3932 Page 767 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 80094 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 80094 , Johnston County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

_______________________ (SEAL) _______________________ (SEAL)

_______________________ (SEAL) _______________________ (SEAL)

BY: _______________________
(President)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _______________________

(Official Seal)	North Carolina, ____________ County I, ______________________, a Notary Public for ____________ County, North Carolina, do hereby certify that ______________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal this the ______ day of ______________, 20 ____ . ______________________ Notary Public My commission expires: ____________
(Official Seal)	North Carolina, ____________ County I, ______________________, a Notary Public for ____________ County, North Carolina, do hereby certify that ______________________ personally came before me this day and acknowledged that he/she is president of ______________________, a corporation, and that he/she, as president, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal this the ______ day of ______________, 20 ____ . ______________________ Notary Public My commission expires: ____________

	North Carolina, ____________ County I, ______________________, a Notary Public for ____________ County, North Carolina, do hereby certify that ______________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

(Official Seal)	Witness my hand and official seal this the ______ day of ____________________, 20 ______ . ______________________________ Notary Public My commission expires: ______________
(Official Seal)	North Carolina, ____________ County I, ______________________, a Notary Public for ______________ County, North Carolina, do hereby certify that ______________________________ personally came before me this day and acknowledged that he/she is president of ______________________________, a corporation, and that he/she, as president, being authorized to do so, executed the foregoing on behalf of the corporation. Witness my hand and official seal this the ______ day of ____________________, 20 ______ . ______________________________ Notary Public My commission expires: ______________

TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
JUNE 30, 2019

GENERAL FUND 10

REVENUES	ADMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	671,805.00	9,190.30	674,220.70	100.36%
SALES TAXES	197,010.00	35,218.75	179,733.14	91.23%
FRANCHISE TAXES	155,000.00	43,766.31	123,498.73	79.68%
ALCOHOL BEV TAXES/JO CO ABC DIST	48,000.00	4,338.25	55,018.13	114.62%
PERMITS AND FEES	8,200.00	475.00	7,880.00	96.10%
FEE IN LIEU OF RECREATION	10,000.00	0.00	0.00	0.00%
PEG CHANNEL SUPPORT	54,000.00	13,513.52	40,540.56	75.08%
MISCELLANEOUS REVENUES	50.00	(0.01)	25.01	50.02%
INVESTMENT EARNINGS	23,000.00	1,747.85	24,601.64	106.96%
PARK LAND GRANTS-NCDNCR	100,000.00	0.00	100,000.00	100.00%
TRANSFER IN FROM CAP RES FUND	25,000.00	0.00	0.00	0.00%
TRANSFER IN FROM PARK RES FUND	202,049.00	0.00	202,049.00	100.00%
FUND BALANCE APPROPRIATION	298,245.00	275,000.00	275,000.00	92.21%
TOTALS	1,792,359.00	383,249.97	1,682,566.91	93.87%

EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	38,320.00	2,460.34	26,239.22	68.47%
ADMINISTRATION	252,700.00	19,311.20	223,054.66	88.27%
JO CO TAX COLLECTION FEES	19,000.00	302.92	17,638.30	92.83%
LEGAL	15,000.00	1,938.75	11,426.25	76.18%
PROPERTY TAXES	100.00	0.00	89.36	89.36%
PUBLIC BUILDINGS	55,990.00	3,768.60	47,638.27	85.08%
PEG MEDIA PARTNERS	54,000.00	13,513.52	40,540.56	75.08%
PUBLIC SAFETY	282,750.00	7,993.80	271,405.45	95.99%
TRANSPORTATION-PUBLIC WORKS	46,500.00	465.09	17,111.51	36.80%
PLANNING & ZONING	104,055.00	11,571.57	93,935.48	90.27%
CULTURAL & RECREATION	304,250.00	0.00	297,710.00	97.85%
DEBT SERVICES	48,694.00	0.00	48,685.73	99.98%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	201,000.00	1,212.31	188,910.90	93.99%
TRANSFER TO PUBLIC SAFETY RESERVE	300,000.00	300,000.00	300,000.00	1.00
TRANSFER TO TOWN HALL EXPANSION	45,000.00	5,412.20	8,000.00	17.78%
TOTALS	1,792,359.00	367,950.30	1,617,385.69	90.24%
Y-T-D GENERAL FUND INCREASE (DECREASE)		15,299.67	65,181.22	

CAPITAL RESERVE FUND 30				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	9,000.00	816.47	9,429.95	104.78%
TRANSFER FROM GEN FUND 10	25,000.00	0.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	34,000.00	816.47	34,429.95	101.26%

EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	34,000.00	0.00	0.00	0.00%
TOTALS	34,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		**816.47**	**34,429.95**	

PARK RESERVE FUND 31				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	4,500.00	460.46	4,355.31	96.78%
TRANSFER FROM GEN FUND 10	201,000.00	1,212.31	188,910.90	93.99%
FUND BALANCE APPROPRIATED	202,049.00	0.00	0.00	0.00%
TOTALS	407,549.00	1,672.77	193,266.21	47.42%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	205,500.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	202,049.00	0.00	202,049.00	100.00%
TOTALS	407,549.00	0.00	202,049.00	49.58%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		**1,672.77**	**(8,782.79)**	

PUBLIC SAFETY RESERVE FUND 32				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	0.00	0.00	0.00	#DIV/0!
TRANSFER FROM GEN FUND 10	300,000.00	300,000.00	300,000.00	100.00%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	300,000.00	300,000.00	300,000.00	100.00%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
PUBLIC SAFETY DEVELOPMENT	300,000.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	300,000.00	0.00	0.00	0.00%
Y-T-D PUB SAFE RES FUND INCREASE (DECREASE)		**300,000.00**	**300,000.00**	

TOWN HALL EXPANSION PROJECT FUND 40				
REVENUES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
PROCEEDS OF INSTALLMENT LOAN	405,000.00	0.00	405,000.00	100.00%
TRANSFER FROM GEN FUND 10	45,000.00	5,412.20	8,000.00	17.78%
TOTALS	450,000.00	5,412.20	413,000.00	91.78%

EXPENDITURES	BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
CONTRACTED SERVICES	400,000.00	5,567.68	377,727.46	94.43%
SMALL EQUIPMENT & FURNISHINGS	50,000.00	8,428.79	35,858.91	71.72%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	#DIV/0!
TOTALS	450,000.00	13,996.47	413,586.37	91.91%
Y-T-D EXPAN PROJECT FUND INCREASE(DECREASE)		**(8,584.27)**	**(586.37)**	

Kim P. Batten

Kim P. Batten

FINANCE OFFICER

TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR PERIOD ENDING JUNE 30

GENERAL FUND

REVENUES	Jun-19	Jun-18	DIFFERENCE
AD-VAL & MOTOR VEHICLE TAXES	674,221.00	590,434.00	83,787.00
SALES TAXES	179,733.00	172,979.00	6,754.00
FRANCHISE TAXES	123,499.00	156,249.00	(32,750.00)
ALCOHOL BEV TAXES/JO CO ABC DIST	55,018.00	49,114.00	5,904.00
PERMITS AND FEES	7,880.00	5,295.00	2,585.00
FEE IN LIEU OF RECREATION	0.00	40,000.00	(40,000.00)
PEG CHANNEL SUPPORT	40,540.00	53,515.00	(12,975.00)
MISCELLANEOUS REVENUES	25.00	15.00	10.00
INVESTMENT EARNINGS	24,602.00	12,661.00	11,941.00
PARK LAND GRANTS-NCDNCR	100,000.00	0.00	100,000.00
TRANSFER IN FROM CAPITAL RESERVE	0.00	0.00	0.00
TRANSFER IN FROM PARK RESERVE	202,049.00	0.00	202,049.00
FUND BALANCE APPROPRIATION	275,000.00	0.00	275,000.00
	1,682,567.00	**1,080,262.00**	**602,305.00**

EXPENDITURES	Jun-19	Jun-18	DIFFERENCE
GOVERNING BODY	26,239.00	38,923.00	(12,684.00)
ADMINISTRATION	223,055.00	196,802.00	26,253.00
JO CO TAX COLLECTION FEES	17,638.00	15,376.00	2,262.00
LEGAL	11,426.00	14,618.00	(3,192.00)
PROPERTY TAXES	89.00	96.00	(7.00)
PUBLIC BUILDINGS	47,638.00	70,684.00	(23,046.00)
PEG MEDIA PARTNERS	40,540.00	53,515.00	(12,975.00)
PUBLIC SAFETY	271,405.00	205,306.00	66,099.00
TRANSPORTATION-PUBLIC WORKS	17,112.00	13,839.00	3,273.00
PLANNING & ZONING	93,936.00	90,473.00	3,463.00
CULTURAL & RECREATION	297,710.00	58,163.00	239,547.00
DEBT SERVICES	48,686.00	44,700.00	3,986.00
TRANSFER TO CAP RESERVE	25,000.00	25,000.00	0.00
TRANSFER TO PARK RESERVE	188,911.00	126,457.00	62,454.00
TRANSFER TO PUBLIC SAFETY RESERVE	300,000.00	0.00	300,000.00
TRANSFER TO TOWN HALL EXPANS	8,000.00	0.00	8,000.00
	1,617,385.00	953,952.00	663,433.00
Y-T-D INCREASE (DECREASE)	**65,182.00**	**126,310.00**	**(61,128.00)**

Kim P. Batten

FINANCE OFFICER