



Town of Archer Lodge

AGENDA

Regular Council Meeting

Monday, November 4, 2019 @ 6:30 PM

Jeffrey D. Barnes Council Chambers

NCGS § 143-318.17. Disruptions of official meetings.

A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

Page

1. WELCOME/CALL TO ORDER:

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

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

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

4. CONSENT AGENDA:

3 - 33

- 4.a. Approval of Minutes:
 - 16 Sep 2019 Work Session Minutes
 - 07 Oct 2019 Regular Council Meeting Minutes
 - [Work Session - 16 Sep 2019 - DRAFT](#)
 - [Regular Council - 07 Oct 2019 - DRAFT](#)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

34 - 35

- 5.a. Discussion and Consideration of Appointing or Reappointing Two Planning Board Members/Board of Adjustment Members for a Three-Year Term Beginning January 2020 - December 2022
- 5.b. Discussion and Consideration of Approving the Permitting & Code Enforcement I Software Application along with Permitting Self-Service (includes mobile app) and WIPP AR (Online Inquiry and Payments) Software Application
 - [Edmunds GovTech Software Proposal - Permitting, Code Enforcement, Online Inquiry and Payments](#)

- 36 - 40 5.c. Discussion and Consideration of Approving the 2020 Edmunds GovTech Annual Support & License Agreement
[2020 Annual Support & License Agreement](#)
- 41 5.d. Discussion and Consideration of Approving a Resolution Adopting the 2020 Town Council Meeting Schedule (Resolution# AL2019-11-4a)
[AL2019-11-4a Resolution Adopting the 2020 Town Council Meeting Schedule](#)
- 42 5.e. Discussion and Consideration of Approving a Resolution Adopting the 2020 Holiday Schedule (Resolution# AL2019-11-4b)
[AL2019-11-4b Resolution Adopting the 2020 Holiday Schedule](#)

6. TOWN ATTORNEY'S REPORT:

7. TOWN ADMINISTRATOR'S REPORT:

- 7.a. 10th Anniversary Update
- 7.b. Interlocal Agreement between East Wake Television and PEG Media and the Town of Archer Lodge

8. PLANNING/ZONING REPORT:

- 8.a. Development Activity
- 8.b. Projects
- 8.c. Code Enforcement

9. VETERAN'S COMMITTEE REPORT:

10. MAYOR'S REPORT:

11. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

12. ADJOURNMENT:



Work Session - Minutes Monday, September 16, 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
Julie Maybee, Town Planner

COUNCIL ABSENT:

MEDIA PRESENT:

None

1 WELCOME/CALL TO ORDER:

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

2 OLD BUSINESS:

a) **Hurricane Dorian Information**

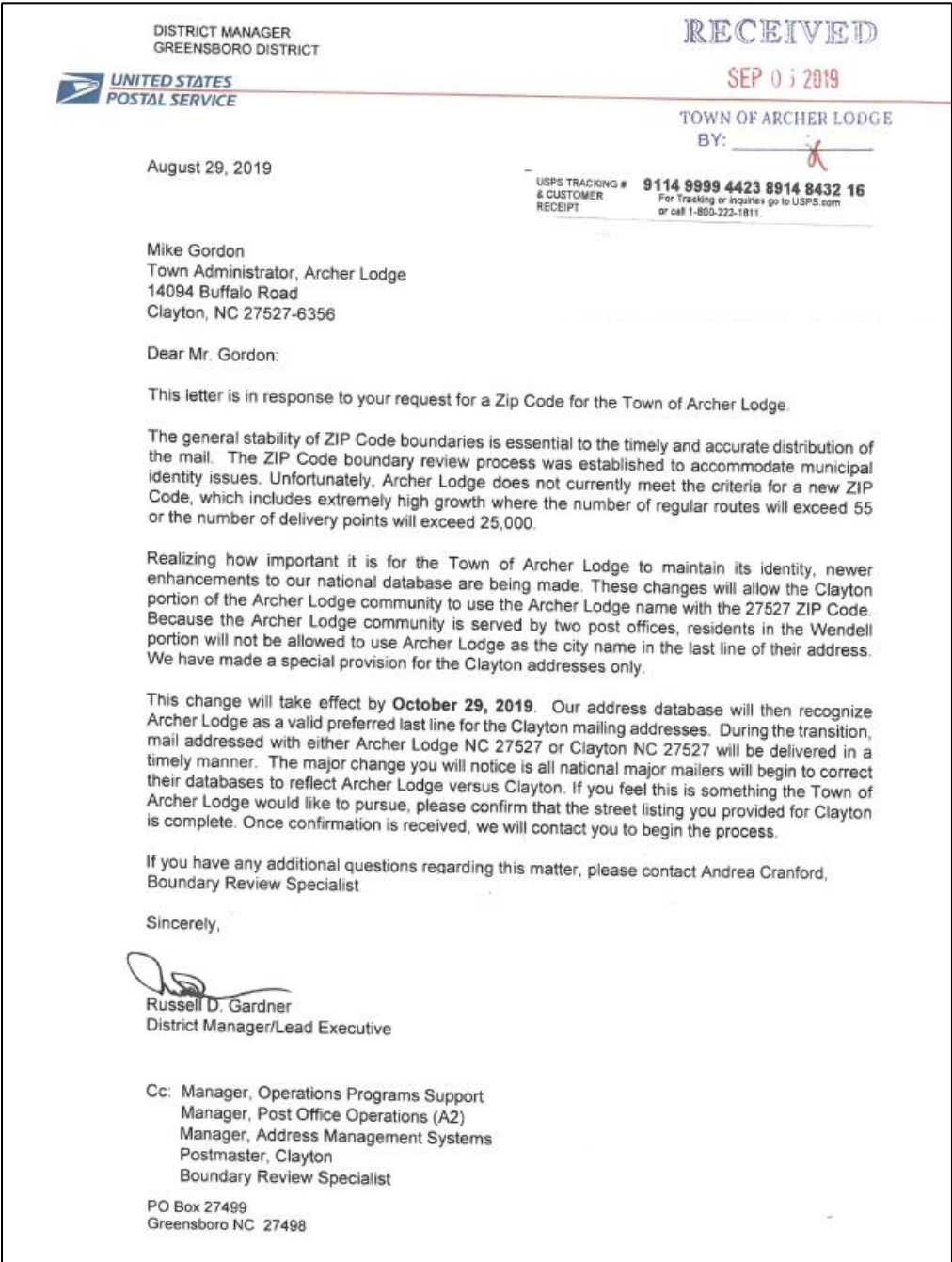
Due to Hurricane Dorian, Mr. Gordon shared that the recent State of Emergency declared by Mayor Mulhollem was communicated by email, website and social media accounts. Also, when it was terminated in a timely manner, the same communication methods were utilized.

In closing, Mr. Gordon reminded Council that the Planning Board will meet Wednesday, September 18, 2019 and he will not be able to attend. If any of Council could attend, please do.

b) **USPS Update**

Mr. Gordon shared a letter from the United States Postal Service District Office in Greensboro, NC following his request for Archer Lodge to have a Zip Code separate from Clayton, NC.

The USPS Greensboro District Letter appears as follows:



Based on the contents of the letter, the Town did not meet the criteria for a separate Zip Code but would allow those Archer Lodge residents using the Zip Code 27527 to change the city from Clayton to Archer Lodge on the third line of their mailing addresses. (i.e. Archer Lodge, NC 27527) In addition, residents with a Wendell, NC 27591 zip code are excluded at this time but hopefully soon the Wendell post office will identify Archer Lodge separately from Wendell. Discussion followed.

Mr. Gordon suggested that this item be added to the Agenda at their Monday, October 7, 2019 Regular Council Meeting for further discussion and possible action and all agreed.

c) **PARTF Update**

- Mr. Gordon reported the following:
- Press release from Governor Cooper has not been received.
 - Meeting with Susan Hatchell Landscape Architect on Monday, September 29, 2019 to discuss timeline.

d) **Public Safety Information**

- Mr. Gordon reported the following:
- As discussed at the Monday, December 17, 2018 Work Session, a Mobile Solar Powered Radarsign, a traffic calming device, with Data

Software has been ordered. Discussion followed.

e) Nuisance Abatements

Ms. Maybee reported the following:

- Bids for nuisance abatement services were requested on Town Website and Social Media outlets and only one bid received at this time. Deadline for bids has been extended to 9/30/19.
 - Complaint received on one property and after investigating, property needs immediate attention due to high grass. Staff will schedule abatement services and ultimately the owner on record will be responsible for costs following legal action.
-
-

3 NEW BUSINESS:

a) Interim Financial Reports for Month ending August 31, 2019

Ms. Batten provided a financial summary for all funds ending August 31, 2019. She noted that revenues were slow, and the only ones received were motor vehicle taxes, receipts from permits issued and investment earnings. Expenditures remained consistent in the General Fund with the exception of the first debt payment made on the Park Land debt. Regarding the Capital Reserve Fund, Park Reserve Fund and the Public Safety Reserve Fund, she noted that investment earnings were posted to all three and the three cents monthly transfer to the Park Reserve Fund from the General Fund occurred.

Comparing August 2018 with August 2019, normal revenues such as Ad-Valorem and Motor Vehicle taxes, ABC Distributions, receipts from permits and investment earnings were approximately \$5,750 more in 2019 and expenditures were higher in 2019 due to completing the budgeted transfers to both the Capital Reserve Fund and Public Safety Reserve Fund at the first of the fiscal year and making the first debt payment on the Park Land as was mentioned earlier. No further comments or discussion.

b) Budget Amendment (BA 2020 01)

Ms. Batten reviewed the first Budget Amendment of Fiscal Year 2019-2020 with Council. She explained that several General Fund expenditures needed to be reappropriated for unexpected expenditures such as supporting Johnston County Public Schools, specifically Archer Lodge Middle School, and budgeting revenue and expenditure amounts for the other three funds: 1) Capital Reserve Fund, 2) Park Reserve Fund, and 3) Public Safety Reserve Fund. Following Ms. Batten's explanation, Mr. Gordon read aloud a portion of an email from the Assistant Principal of ALMS, Mr. Matt Johnson, which expressed sincere appreciation for offering support to their students. Having no further discussion or comments, Council agreed to place Budget Amendment, BA 2020 01, under the consent agenda of the October 7, 2019 Regular Council meeting.

BA 2020 01 appears as follows:

BA 2020 01

Town of Archer Lodge

Budget Amendment

Fiscal Year Ending June 30, 2020

Budget Amendment #

Date

BA 2020 01

07-Oct-19

General Fund/Capital Reserve Fund/Park Reserve Fund/Public Safety Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Gen: 2018 Property Taxes	10-3118-0000	-	500.00	500.00
Cap Res: Investment Earnings	30-3831-0000	-	10,000.00	10,000.00
Cap Res: Transfer from General Fund 10	30-3900-3910	-	25,000.00	25,000.00
Park Res: Investment Earnings	31-3831-0000	-	5,000.00	5,000.00
Park Res: Transfer from General Fund 10	31-3900-3910	-	160,000.00	160,000.00
Pub Safety Res: Investment Earnings	32-3831-0000	-	6,500.00	6,500.00
Pub Safety Res: Transfer from General Fund 10	32-3900-3910	-	25,000.00	25,000.00
Total Increase (Decrease) in Revenues			232,000.00	
Expenditures:				
Gen/Gov Body: Johnston County Public Schools Support	10-4110-3175	-	3,000.00	3,000.00
Gen/Gov Body: Dues and Subscriptions	10-4110-4000	11,730.00	(600.00)	11,130.00
Gen/Public Works: Contracted Services	10-4510-3500	48,000.00	(5,000.00)	43,000.00
Gen/Plan & Zon: Professional Fees	10-4910-1900	2,000.00	(500.00)	1,500.00
Gen/Plan & Zon: Dues and Subscriptions	10-4910-4000	320.00	500.00	820.00
Gen/Debt Service & Fees: Interest Payments-Expansion Town Hall	10-9110-2200	6,806.00	3,100.00	9,906.00
Cap Res: Transfer to General Fund 10	30-9900-0010	-	35,000.00	35,000.00
Park Res: Recreation Development	31-6120-5500	-	99,000.00	99,000.00
Park Res: Transfer to General Fund 10	31-9900-0010	-	66,000.00	66,000.00
Pub Safety Res: Public Safety Development	32-4300-5500	-	31,500.00	31,500.00
Total Increase (Decrease) in Expenditures			\$ 232,000.00	
			\$ -	

Justification for Budget Amendment:

To appropriate or reappropriate unanticipated revenues and expenditures as recorded.

Adopted this 7th day of October 2019

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer

c) Discussion of Concept **DRAFT** Ordinances

Mayor Mulhollem acknowledged Staff and Attorney for creating both Concept Draft Ordinances which are "starting points" and cover the following complaint driven areas:

CONCEPT DRAFT ORDINANCE #1 - REGULATING FIREARMS:

- Complaints from Subdivisions regarding the discharge of firearms
- Considering options that address complaints
- Considering enforcement by the Johnston County Sheriff Department
- Considering parallelism of Johnston County ordinance, the law if the Town weren't incorporated

Concept Draft Ordinance #1 appears as follows:

Concept Draft Ordinance #1

AN ORDINANCE REGULATING FIREARMS WITHIN THE TOWN OF ARCHER LODGE

Section 1. Pursuant to authority granted by N.C. Gen. Stat. § 160A-189, the Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 3, as follows:

Add to Chapter 3, Sections 3-50 and 3-51 as written below:

Sec. 3-50. - Carrying concealed handgun in town-owned buildings

No person shall carry a concealed handgun on or within any town-owned building. An appropriate notice of such prohibition shall be posted in a conspicuous place in each town-owned building notifying persons of the prohibition against carrying a concealed handgun in town-owned buildings. This section shall not apply to law enforcement or other government personnel acting within the scope of their employment.

State law reference—Authority to post concealed weapons signs, G.S. 14-415.23.

Sec. 3-51. - Discharge of firearms.

- (a) **Application** The provisions of this section shall apply to all properties located within the corporate limits of the Town of Archer Lodge.
- (b) **Definition.** For purposes of this section, firearm is defined as a handgun, shotgun, rifle or any device which expels a projectile by action of an explosion.
- (c) **Violations.** It shall be unlawful for any person to:
 - (1) Discharge a firearm in the town carelessly and heedlessly, so as to endanger any person or property.
 - (2) Discharge a firearm that results in a projectile crossing the property line of another person without the permission of the owner, or
 - (3) Discharge a firearm while under the influence of alcohol or a controlled substance (under the influence: determination by the investigating officer that the person is intoxicated by alcohol or a narcotic to the point where physical and mental faculties are appreciably diminished).
- (d) **Discharge on Public Streets, Highways.** It shall be unlawful for any person to discharge any firearm on, from, or across the traveled portion of any public street, or highway.
- (e) **Prohibited times of discharge.** The discharge of firearms from two hours after sunset to one hour before sunrise is prohibited. ~~by Article II, Subsection 12-32(6) of the Johnston County Code of Ordinances.~~
- (f) **Miscellaneous Exceptions.** The following exceptions are permissible under this section:

Council Direction Requested:

Question: To allow or not allow legal concealed handguns in Town buildings and/or property?

Changes/modifications to Johnston County's Code of Ordinance on subject matter in Chapter 16, Secs. 16-2 through 16-3 highlighted in yellow.

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Concept Draft Ordinance #1

- (1) Law enforcement officers or members of the armed forces acting in the line of duty;
 - (2) The shooting or killing of any dangerous or destructive animal or reptile when necessary to protect life or property;
 - (3) All legal hunting activities pursuant to the North Carolina Department of Agriculture, the North Carolina Wildlife Commission and G.S. Chapter 113, subchapter IV, as it is from time to time amended or pursuant to lawfully issued state or federal hunting or wildlife removal permits;
 - (4) The use of firearms for defense of persons or property as allowed under state law;
 - (5) Nonprofit special events such as turkey shoots conducted with a valid local town permit issued by the town administrator or their designee;
 - (6) Indoor firing/shooting ranges with an applicable zoning permit(s) issued by the town; and
 - (7) A bonafide training facility acting in the course of providing firearms proficiency training and certification to law enforcement agencies, private security agencies, employers of armored-car personnel (e.g. Brinks, Loomis, and similar companies), and similar legitimate businesses that require such certification. A "bonafide training facility" is one that is: (a) properly authorized to provide such training and certification to North Carolina or federal law enforcement agencies, and (b) obtains an applicable zoning permit(s) issued by the town.
- (g) **Penalties.** A violation of this article [section] by any person is a misdemeanor and shall subject the offender to a fine of \$100.00 and/or imprisonment for up to 30 days. A second or subsequent violation by the same person within one year shall subject such person to a fine of up to \$300.00 but not less than \$100.00 and/or imprisonment for up to 30 days.

State law reference—Authority to regulate, discharge, or prohibit the discharge of firearms, G.S. 160A-189.

Section 2. This ordinance shall become effective upon adoption.

Concept Draft Ordinance #1

DULY ADOPTED, THIS ____ DAY OF _____, 2019.

TOWN OF ARCHER LODGE (SEAL)

Matthew B. Mulhollem

Mayor

ATTEST:

Kim P. Batten

Town Clerk

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- Discussion followed with questions and comments as stated below:
- Recommended having an ordinance like Johnston County which is vital for the Johnston County Sheriff Department
 - Exclusion of Target Practice, Sight Rifles, and Skeet Shooting, when and where allowed
 - Distinguishing the difference between the newly adopted Ordinance# AL2019-08-1, which requires Developers of New Residential Major Subdivisions to prohibit the discharge of firearms in their restrictive covenants, and Concept Draft Ordinance #1, which regulates firearms within the Town of Archer Lodge
 - Schools are governed by North Carolina Firearm Statues which supersede Town ordinances

CONCEPT DRAFT ORDINANCE #2 - REGULATING LOUD AND DISTURBING NOISES:

- Considering options that address complaints
- Considering enforcement by the Johnston County Sheriff Department

Concept Draft Ordinance #2 appears as follows:

Concept Draft Ordinance #2

**AN ORDINANCE REGULATING UNREASONABLY LOUD AND
DISTURBING NOISES WITHIN THE
TOWN OF ARCHER LODGE**

Section 1. Pursuant to authority granted by N.C. Gen. Stat. § 160A-184, the Town of Archer Lodge hereby amends the Code of Ordinances, Town of Archer Lodge, North Carolina, Chapter 3 as follows:

Rename Chapter 3 – Alcoholic Beverages to Chapter 3 - Offenses and Miscellaneous Provisions

Add to Chapter 3 the following sections as written:

Secs. 3-2 through Sec. 3 – 24 - Reserved

Sec. 3-25 - Loud and disturbing noise.

State law reference - Noise regulation, G.S. 160A-184.

Changes/modifications (including format) to Johnston County's Code of Ordinance, pertaining to subject matter in Chapter 12, Article II- Noise, Secs. 12-31 through 12-33 highlighted in yellow.

(a) Subject to the provisions of this article, the creation, causing, or allowing of any unreasonably loud or disturbing noise in the **Town of Archer Lodge** is prohibited and unlawful.

(b) For the purposes of this section, the following definitions shall apply:

- (1) *Unreasonably loud.* Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace, order, or calm of the area or which is obnoxious to or unreasonably disturbing to a person whose residence, work or commercial enterprise is within a reasonable proximity to the point, place or person from which such noise is emanating or emanated and the noise is such a kind, nature, duration or extent that a reasonable person would consider the noise to be unreasonably loud or disturbing.
- (2) *Disturbing.* Noise which is perceived by a person of reasonable and ordinary firmness and sensibilities as interrupting the normal peace, order, or calm of such person or persons or that of the proximal area or tending to annoy, disturb, or frighten such persons in such proximity to the point, place or person from which such is emanating or emanated that a person of reasonable and ordinary firmness and sensibilities would reasonably be or reasonably be expected to be disturbed in his or her use, occupation, or pursuits.

(c) In determining whether a noise is unreasonably loud or disturbing, the following non-exclusive factors incident to such noise are to be considered: time of day; proximity to residential structures; whether the noise is consistent with the nature of the surrounding area (that is, within a reasonable degree of proximity such that the noise could reasonably be expected to affect the persons or persons who occupy, live or dwell in such proximity); the range or distance from the point of emanation that the sound may be unreasonably loud or disturbing; whether the noise is recurrent, repetitive, intermittent, or constant; the volume or intensity of the noise; whether the noise has been enhanced in volume or range by any type

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Concept Draft Ordinance #2

of mechanical, electronic, or other similar means; the nature and zoning of the area; whether the noise is related to the normal operation of a business or other labor activity, whether the noise is subject to being controlled without unreasonable effort or expense to the creator or person or entity causing or allowing the emanation of such noise; and any other factor which reasonably should be considered in determining whether a noise is unreasonably loud or disturbing.

(d) The following acts, among others, are declared to be loud and disturbing noises in violation of this **section**, but such enumeration shall not be deemed to be exclusive:

- (1) The use of any loud, boisterous or raucous language or shouting so as to annoy or disturb the quiet, comfort or repose of persons in the vicinity or otherwise to be a loud or disturbing noise is defined under this article;
- (2) The sounding of any horn or signal device on or from any automobile, motorcycle, bus or other vehicle, except as a danger signal or as required by law, so as to create any unreasonably loud or harsh sound; or the sounding of such device for an unreasonable period of time.
- (3) The playing of any radio, television set, record player, musical instrument or sound-producing or sound-amplifying device in such manner or with such volume, particularly, but not limited to, the hours between 11:00 p.m. and 7:00 a.m., as to annoy or disturb the quiet, comfort or repose of persons of reasonable and ordinary firmness and normal sensibilities in any dwelling, motel, hotel or other type of residence.
- (4) The keeping of any animal, except livestock and poultry maintained and kept consistent with the zoning applicable to the property where kept, which by causing frequent or long continued noise on a regular basis, shall disturb the comfort and repose of any person of reasonable and ordinary firmness and sensibilities in the vicinity or which may otherwise be an unreasonably loud or disturbing noise as defined under this article. With respect to this subsection only, if the violation continues or complaints are received from other households, the owner shall be granted ten working days to remedy and rectify the situation before issuance of a citation.
- (5) The use of any automobile, motorcycle, ATV or other motor vehicle or vehicle of any kind which may be so out of repair, so modified from factory settings or equipment, and/or so loaded or operated in such manner, as to create loud grating, grinding, rattling or other noise caused by or emanating from such vehicle or its operation or which otherwise shall be, create or cause an unreasonably loud or disturbing noise as defined under this **section**.

(e) Exceptions:

The following are exempt from the provisions of this **section**:

- (1) Noises generated, made or created during the regular operations of a manufacturing or industrial facility, defined as any premises where goods or wares are made, processed, warehoused or stored or where manufacturing is legally permitted and carried on and the owner of such manufacturing or industrial facility takes or has taken reasonable steps not to cause, create or allow unreasonably loud or disturbing noise not necessarily inherent to such manufacturing or industrial facility.
- (2) Noise generated, made or created by fire, law enforcement, ambulance, rescue or other emergency vehicles while such vehicles are engaged in their proper functions.
- (3) Parades, fairs, circuses, other similar public entertainment events, sanctioned sporting events, athletic contests, sporting events and sporting activities taking place in areas set

Concept Draft Ordinance #2

aside for such activities, or any activities normally associated with any of the above, when such events and activities take place between the hours of 7:00 a.m. and 11:00 p.m. After 11:00 p.m., persons engaged in these events and activities who create or allow noise which is prohibited by section 3-25 shall be in violation of this ~~section. or of such ordinance.~~

- (4) Construction operations for which building permits have been issued or construction operations not requiring permits due to ownership of the project by an agency of government; provided all equipment is operated in accordance with manufacturer's specifications and with all standard equipment, manufacturer's mufflers and noise-reducing equipment in use and in proper operating condition.
- (5) All noise coming from the normal operations of properly equipped aircraft, not including scale model aircraft.
- (6) Lawnmowers and agricultural equipment and landscape maintenance equipment when operated with all the manufacturer's standard mufflers and noise-reducing equipment in use and in reasonable operating condition.
- (7) Emergency work necessary to restore property to a safe condition following a fire, accident or natural disaster, or to restore public utilities, or to protect persons or property from an imminent danger.
- (8) Noise resulting from the provision of government services.
- (9) Noise from noisemakers and fireworks on holidays or at times allowed under a pyrotechnics permit issued pursuant to G.S. 14-410 et seq.
- (10) Noise from trains and associated railroad rolling stock when operated in proper repair and manner.
- (11) Noise from the discharge of a firearm or firearms when the firearm is being used to take birds or animals pursuant to G.S. Chapter 113, subchapter IV, or when lawfully used in defense of person or property; ~~or when used pursuant to lawful directions of law enforcement officers.~~

(f) **Penalty and Enforcement.** The violation of this ~~section~~ shall be punished as provided under G.S. 14-4. Any person or corporation or other legal entity violating this article shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$500.00. A first violation of this ~~section~~ shall be punishable by a fine of not less than \$50.00; a second violation shall be punishable by a fine of not less than \$150.00; and a third violation, or more, each shall be punishable by a fine of not less than \$500.00.

Add to Chapter 3, Secs. 3-26 through 3-49 - Reserved.

Section 2. This ordinance shall become effective upon adoption.

Concept Draft Ordinance #2

DULY ADOPTED, THIS ____ DAY OF _____, 2019.

TOWN OF ARCHER LODGE (SEAL)

Matthew B. Mulhollem

Mayor

ATTEST:

Kim P. Batten

Town Clerk

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Discussion followed with questions and comments as stated below:

- Distinguish reasonable volume of noise and unreasonable volume - opinionated
- Noise Ordinance may help the enforcement of the Firearms Ordinance
- Addresses current complaints of loud music and amplified sounds

Mayor Mulhollem asked Council to review both Concept Drafts Ordinances #1 and #2 and consider all the discussion and comments. He added to contact Staff for further information or clarity. Furthermore, Mayor asked that both draft ordinances be on the November 18, 2019 Work Session Agenda for further discussion. Council Member Bruton added that a Public Hearing should be considered before possible adoption even though one is not required. Others Council members agreed.

- 4 **ADJOURNMENT:**
- a) **Having no further business, Mayor Mulhollem adjourned the meeting at 8:25 p.m.**

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk



Regular Council - Minutes Monday, October 7, 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
Julie Maybee, Town Planner

COUNCIL ABSENT:

MEDIA PRESENT:

None

1. WELCOME/CALL TO ORDER:

a) Invocation

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

b) Pledge of Allegiance

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

2. APPROVAL OF AGENDA:

a) No additions or changes noted.

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

Approved Agenda.

CARRIED UNANIMOUSLY

3. OPEN FORUM/PUBLIC COMMENTS:

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

- ##### **a) Mr. Neal Brantley of 4796 Covered Bridge Rd., Clayton, NC shared an article written by former US Representative Ron Paul, "Federal Reserve's Latest Bailout More Proof Bad Times Ahead" and offered comments.**

4. CONSENT AGENDA:

- ##### **a) Approval of Minutes: 03 Sept 2019 Regular Council Meeting Minutes**

b) Budget Amendment (BA 2020 01)

Budget Amendment (BA 2020 01) appears as follows:

BA 2020 01

Town of Archer Lodge
Budget Amendment

Fiscal Year Ending June 30, 2020
Budget Amendment #
Date

BA 2020 01
07-Oct-19

General Fund/Capital Reserve Fund/Park Reserve Fund/Public Safety Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
Revenues:				
Gen: 2018 Property Taxes	10-3118-0000	-	500.00	500.00
Cap Res: Investment Earnings	30-3831-0000	-	10,000.00	10,000.00
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Expenditures:				
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Gen/Gov Body: Dues and Subscriptions	10-4110-4000	11,730.00	(600.00)	11,130.00
Gen/Public Works: Contracted Services	10-4510-3500	48,000.00	(5,000.00)	43,000.00
Gen/Plan & Zon: Professional Fees	10-4910-1900	2,000.00	(500.00)	1,500.00
Gen/Plan & Zon: Dues and Subscriptions	10-4910-4000	320.00	500.00	820.00
Gen/Debt Service & Fees: Interest Payments-Expansion Town Hall	10-9110-2200	6,806.00	3,100.00	9,906.00
Cap Res: Transfer to General Fund 10	30-9900-0010	-	35,000.00	35,000.00
Park Res: Recreation Development	31-6120-5500	-	99,000.00	99,000.00
Park Res: Transfer to General Fund 10	31-9900-0010	-	66,000.00	66,000.00
Pub Safety Res: Public Safety Development	32-4300-5500	-	31,500.00	31,500.00
Total Increase (Decrease) in Expenditures			\$ 232,000.00	
			\$ -	
Justification for Budget Amendment:				
To appropriate or reappropriate unanticipated revenues and expenditures as recorded.				
Adopted this 7th day of October 2019				
ATTEST:		Matthew B. Mulhollem, Mayor		
Kim P. Batten, Town Clerk		Teresa M. Bruton, Budget Officer		
TOWN OF ARCHER LODGE NORTH CAROLINA Est. 2009				

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

CARRIED UNANIMOUSLY

5. RECOGNITION/PRESENTATION:

a) Proclamation - Breast Cancer Awareness Month

Mayor Mulhollem proclaimed October 2019 as Breast Cancer Awareness Month by reading the following Proclamation for Breast Cancer Awareness Month:



Proclamation



WHEREAS, while breast cancer touches the lives of Americans from every background in every community, while considerable progress has been made in the fight against breast cancer; and

WHEREAS, it is estimated that more than 268,000 new cases of invasive breast cancer in women will be diagnosed in the United States in 2019; and

WHEREAS, October is Breast Cancer Awareness Month, an annual campaign to increase awareness about the disease; and

WHEREAS, during this month, we as a community support breast cancer research and to educate all citizens about detection, risk factors and treatment; and

WHEREAS, we, as a community, support those courageously fighting breast cancer and honor the lives lost to the disease; and

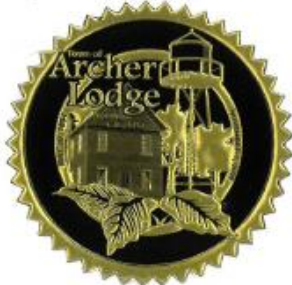
WHEREAS, this October, we recognize breast cancer survivors, those battling the disease, their families who are a source of love and encouragement, and applaud the efforts of our medical professionals and researchers working hard to find a cure; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the Honorable Mayor and Town Council of the Town of Archer Lodge, North Carolina, do hereby proclaim October 2019 as

Breast Cancer Awareness Month

In the Town of Archer Lodge, North Carolina, I encourage citizens to participate in activities that will increase awareness of what Americans can do to prevent breast cancer, and to wear pink ribbons in honor of those who have lost their lives to breast cancer and those who are now bravely fighting this disease.

Duly adopted this the 7th day of October 2019.

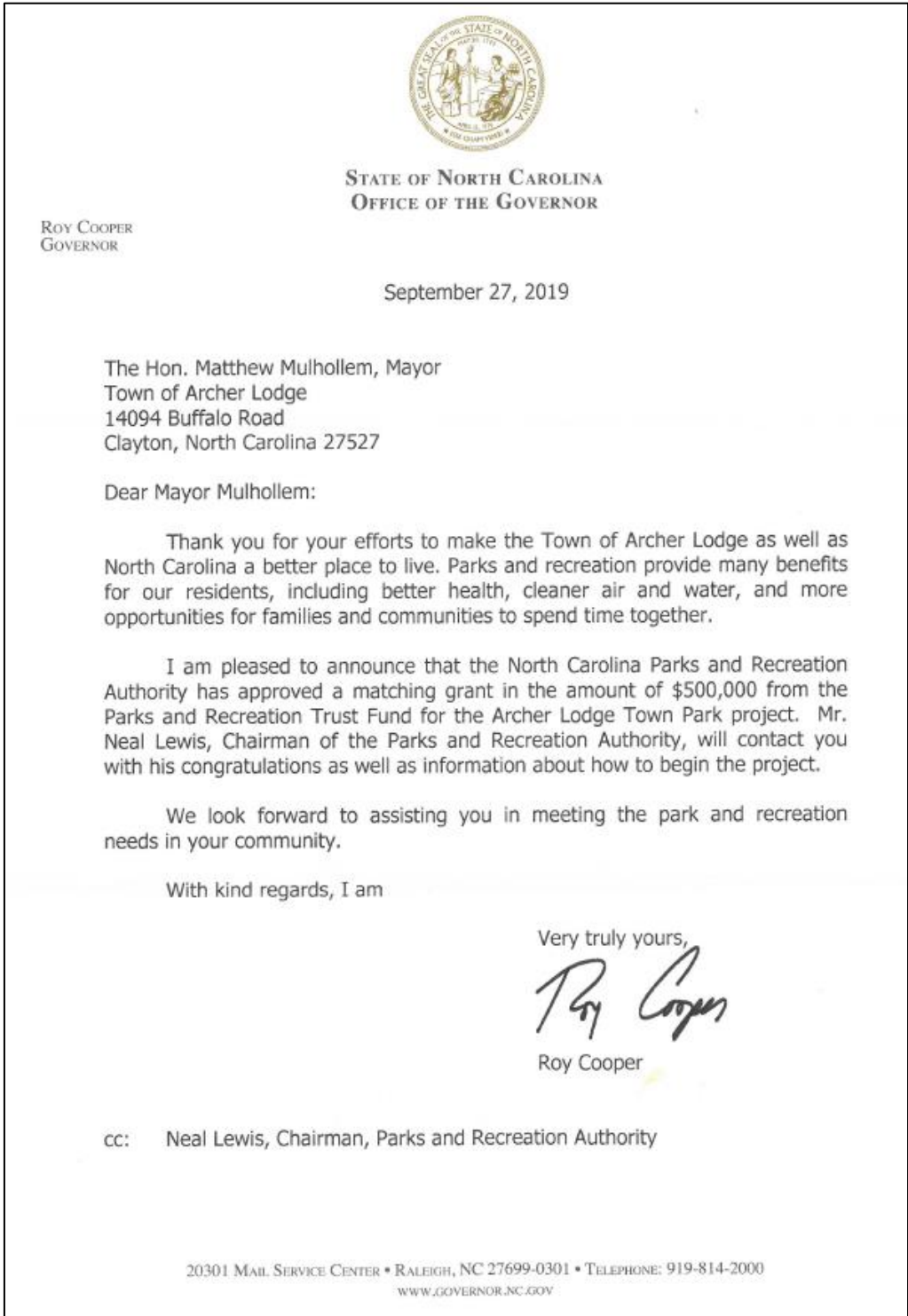



 Matthew B. Mulhollem
 Mayor

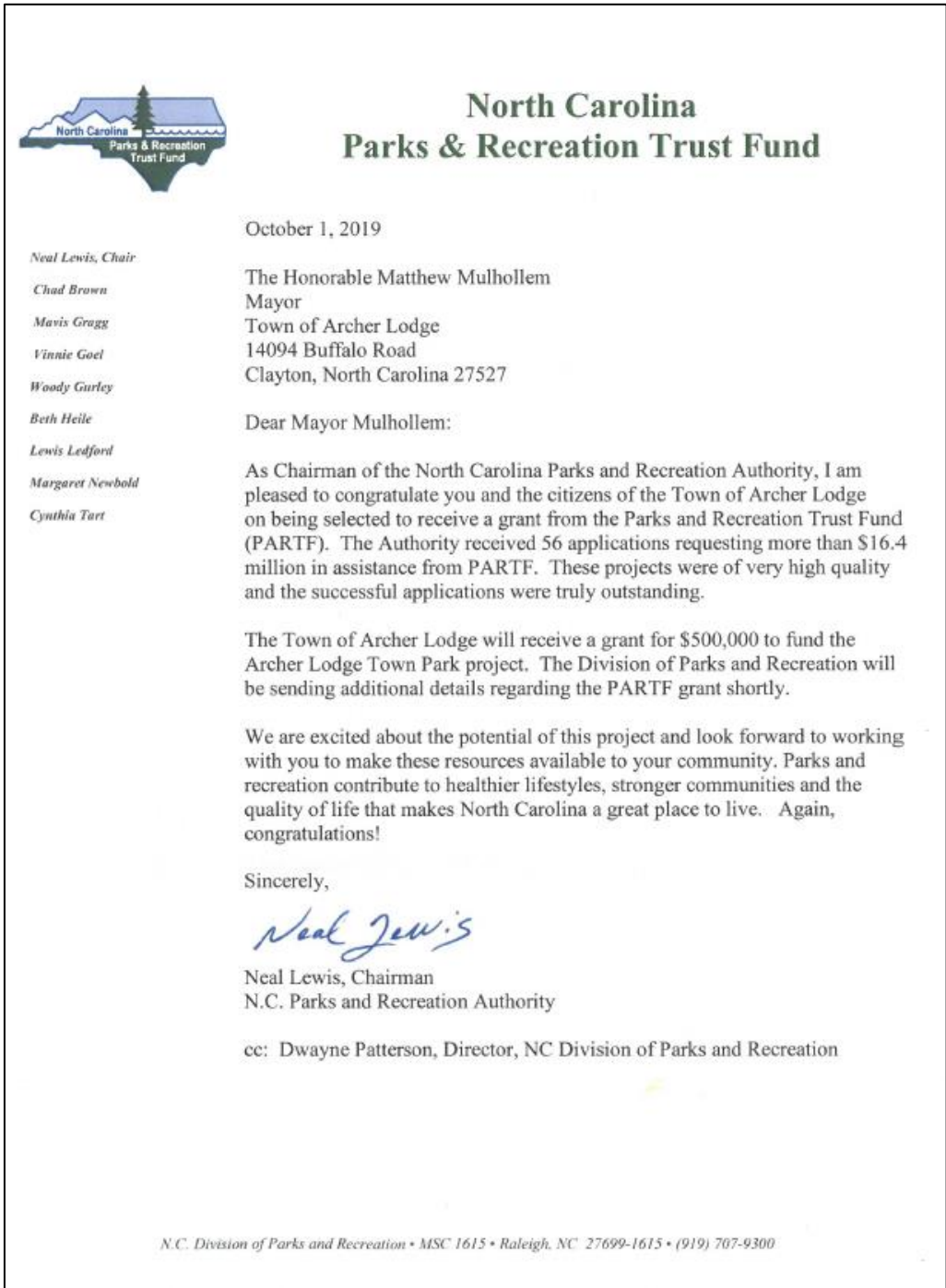
b) PARTF Grant Acknowledgements

Mayor Mulhollem shared a letter from NC Governor Roy Cooper announcing that the NC Parks and Recreation Authority had approved a matching grant in the amount of \$500,000 from the Parks and Recreation Trust Fund (PARTF) for the Archer Lodge Town Park Project.

The letter from NC Governor Roy Cooper appears as follows:



In addition to receiving the announcement letter from NC Governor Roy Cooper, the Mayor mentioned that the NC PARTF also provided a similar letter congratulating the Mayor and the citizens of the Town of Archer Lodge for receiving the \$500,000 matching grant and their letter appears as follows:



6. DISCUSSION AND POSSIBLE ACTION ITEMS:

a) Discussion and Consideration of Transitioning the Clayton, NC 27527 Addresses to Archer Lodge, NC 27527 with the US Postal Service by Confirmation of Street Listings Provided

Having researched further, Mr. Gordon informed the Town Council that citizens within the Archer Lodge Town Limits who currently use "**Clayton, NC 27527**" on the third line of their mailing addresses will be the only addresses changing to **Archer Lodge, NC 27527** should they pursue this change. The USPS needs confirmation from the Town Council to pursue changing those addresses effective on Tuesday, October 29, 2019. Once confirmation is communicated to USPS, then Staff stated that residents will be notified by our website and social media accounts as well as utilizing mass mailings.

Mayor Mulhollem noted that the Town would continue to communicate with the USPS in changing the Wendell, NC 27591 addresses in the future but they're served by the Wendell USPS and not Clayton USPS. No further discussion.

The official notification from the USPS regarding this address change appears as follows:

DISTRICT MANAGER
GREENSBORO DISTRICT



RECEIVED

SEP 03 2019

TOWN OF ARCHER LODGE

BY:

August 29, 2019

Mike Gordon
Town Administrator, Archer Lodge
14094 Buffalo Road
Clayton, NC 27527-6356

Dear Mr. Gordon:

This letter is in response to your request for a Zip Code for the Town of Archer Lodge.

The general stability of ZIP Code boundaries is essential to the timely and accurate distribution of the mail. The ZIP Code boundary review process was established to accommodate municipal identity issues. Unfortunately, Archer Lodge does not currently meet the criteria for a new ZIP Code, which includes extremely high growth where the number of regular routes will exceed 55 or the number of delivery points will exceed 25,000.

Realizing how important it is for the Town of Archer Lodge to maintain its identity, newer enhancements to our national database are being made. These changes will allow the Clayton portion of the Archer Lodge community to use the Archer Lodge name with the 27527 ZIP Code. Because the Archer Lodge community is served by two post offices, residents in the Wendell portion will not be allowed to use Archer Lodge as the city name in the last line of their address. We have made a special provision for the Clayton addresses only.

This change will take effect by **October 29, 2019**. Our address database will then recognize Archer Lodge as a valid preferred last line for the Clayton mailing addresses. During the transition, mail addressed with either Archer Lodge NC 27527 or Clayton NC 27527 will be delivered in a timely manner. The major change you will notice is all national major mailers will begin to correct their databases to reflect Archer Lodge versus Clayton. If you feel this is something the Town of Archer Lodge would like to pursue, please confirm that the street listing you provided for Clayton is complete. Once confirmation is received, we will contact you to begin the process.

If you have any additional questions regarding this matter, please contact Andrea Cranford, Boundary Review Specialist

Sincerely,


 Russell D. Gardner
 District Manager/Lead Executive

USPS TRACKING # 9114 9999 4423 8914 8432 16
& CUSTOMER RECEIPT
For Tracking or inquiries go to USPS.com or call 1-800-222-1811.

Cc: Manager, Operations Programs Support
Manager, Post Office Operations (A2)
Manager, Address Management Systems
Postmaster, Clayton
Boundary Review Specialist

PO Box 27499
Greensboro NC 27498

Moved by: Council Member Jackson
 Seconded by: Council Member Locklear
Approved the USPS to change the "Clayton, NC 27527" addresses for citizens within the Archer Lodge Town Limits to "Archer Lodge, NC 27527."
 CARRIED UNANIMOUSLY

b) Discussion and Consideration of Setting a Public Hearing for an Ordinance Regulating Firearms within the Town of Archer Lodge

Mayor Mulhollem reiterated that the Johnston County Firearms Ordinance that is already in place would be enforced if the Town had not incorporated in 2009. Due to the nature of the proposed ordinance to regulate Firearms, Mayor Mulhollem opened the floor for discussion of holding a Public Hearing. No further discussion.

Moved by: Council Member Wilson
 Seconded by: Council Member Jackson
Approved to hold a Public Hearing at the Work Session Scheduled for Monday, November 18, 2019 on a Proposed Ordinance Regulating Firearms within the Town of Archer Lodge.
 CARRIED UNANIMOUSLY

c) **Discussion and Consideration of Executing a NC Parks and Recreation Trust Fund (PARTF) Project Agreement between the Town of Archer Lodge and NC Department of Natural and Cultural Resources (DNCR) Project Number: 2020-904, Period Covered 12/1/2019 - 11/30/2022**

Having no discussion, Mayor Mulhollem ask for a motion to execute the PARTF Agreement.

The Fully Executed NC PARTF Project# 2020-904 Agreement appears as follows:

STATE OF NORTH CAROLINA	CONTRACTOR'S FEDERAL I.D.
COUNTY OF WAKE	XXXX 89634

N.C. Parks and Recreation Trust Fund Project Agreement

Grantee: Town of Archer Lodge
Project Number: 2020 - 904
Project Title: Archer Lodge Town Park
Period Covered By This Agreement: 12/1/2019 to 11/30/2022

Project Scope (Description of Project): Development including softball field, baseball field, playground, trail, walkways, parking, utilities, contingency, and planning costs.

Project Costs:	PARTF Amount	\$ <u>500,000</u>
	Local Government Match	\$ <u>500,000</u>

Conditions

The North Carolina Department of Natural and Cultural Resources (hereinafter called the "Department") and Town of Archer Lodge (hereinafter referred to as "Grantee") agree to comply with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances described in the North Carolina Parks and Recreation Trust Fund (PARTF) administrative rules and grant application which are hereby by reference made a part of the PARTF grant contract and which are on file with the Division of Parks and Recreation. In addition, the Department and the Grantee agree to comply with the State of North Carolina's Terms and Conditions as listed in "Attachment A" to this contract.

Now, therefore, the parties hereto do mutually agree as follows:

Upon execution of this grant agreement, the Department hereby promises, in consideration of the promises by the Grantee herein, to obligate to the Grantee the grant amount shown above. The Grantee hereby promises to efficiently and effectively manage the funds in accordance with the approved budget, to promptly complete grant assisted activities described above in a diligent and professional manner within the project period, and to monitor and report work performance.

The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the Department.

Section I. Eligible Project Costs and Fiscal Management

1. The PARTF grant amount must be matched on at least a dollar-for-dollar basis by the Grantee. To be eligible, project costs must be incurred during the contract period, be documented in the grant application, and described in the project scope of this agreement, and initiated and/or undertaken after execution of this agreement by the Grantee and the Department.
2. PARTF assistance for land acquisition will be based on the fair market value of real property or the sales price, whichever is less. Value must be based upon an independent appraisal by a licensed appraiser holding a general or residential certification from the North Carolina Appraisal Board. The Department shall review the appraisal as to content and valuation. Approval of appraised amounts rests with the Department. The Grantee agrees to begin development on PARTF acquired land within five (5) years of the date this contract is signed by the Department and Grantee in order to allow general public access and use.
3. Payment shall be made in accordance with the contract documents as described in the Scope of Work (Attachment B). Payment for work performed will be made upon receipt and approval of invoice(s) from the Grantee documenting the costs incurred in the performance of work under this contract. Invoices may be submitted to the Contract Administrator

1

quarterly. Final invoices must be received by the Department within forty-five (45) days after the end of the contract period or contract completion, whichever occurs first. Accounting records should be based on generally accepted local government accounting standards and principles. Records shall be retained for a period of five (5) years following project completion, except that records shall be retained beyond five (5) year period if audit findings have not been resolved. All accounting records and supporting documents will clearly show the number of the contract and PARTF project to which they are applicable. The State Auditor shall have access to persons and records as a result of all contracts and grants entered into by state agencies and or political subdivisions in accordance with General Statute 147-64.7.

4. The Grantee agrees to refund to the Department, subsequent to audit of the project's financial records, and costs disallowed or required to be refunded to the Department on account of audit exceptions.

Section II. Project Execution

1. The Grantee may not deviate from the scope of the project without approval of the Department. When one of the conditions in the contract changes, including but not limited to the project scope, a revised estimate of costs, a deletion or additions of items, or need to extend the contract period, the Grantee must submit in writing a request to the Department for approval.
2. The Grantee shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the Department.
3. In the event the Grantee subcontracts for any or all of the services covered by the contract:
 - a. The Grantee is not relieved of any of the duties and responsibilities provided in this contract;
 - b. The subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and;
 - c. The subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.
4. In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, the grantee agrees not to subcontract with any vendors debarred or suspended by the State of North Carolina and shall not knowingly enter into any lower tier covered transactions with a person or vendor who is debarred, suspended or declared ineligible.
5. The Grantee shall not substitute key personnel assigned to the performance of this contract without prior approval by the Department's Contract Administrator. Ms. Kim Batten is designated by the Grantee as key personnel for purposes of this contract. The Department designates, Ms. Jill Fusco, Grant Administrator, as the Contract Administrator for the contract.

Department Contract Administrator	Grantee Contract Administrator
NC Department of Natural and Cultural Resources Division of Parks and Recreation Attention: Ms. Jill Fusco, Contract Administrator 1615 Mail Service Center Raleigh, NC 27699-1615 Telephone 919-707-9370 Email: chris.schmidt@ncparks.gov	Town of Archer Lodge Attention: Kim Batten 14094 Buffalo Road Clayton, NC 27527 Telephone: 919-359-9727 Email: kim.batten@archerlodgenc.gov

6. The Grantee agrees to comply with all applicable federal, state and local statutory provisions governing purchasing, construction, land acquisition, fiscal management, equal employment opportunity and the environment including but not limited to the following:

Local Government Budget and Fiscal Control Act (G.S. 159-7 to 159-42); Formal Contracts, Informal Contracts and Purchasing (including but not limited to G.S. 44A-26, G.S. 87-1 to 87.15.4, G.S. 133.1 to 133-40, G.S. 143-128 to G.S.143-135; Uniform Relocation Assistance Act (G.S. 133-5 to 133-18); Conflict of Interest (G.S. 14-234); Contractors

Must use E-Verify (G.S. 143-48.5); Americans With Disabilities Act of 1990 (P.L. 101-336) and ADA Accessibility Guidelines; N.C. State Building Code; and the North Carolina Environmental Policy Act (G.S. 113A-1 to G.S. 113A-12), and Sales Tax Refund (G.S. 105-164.14(c)).

7. The Grantee agrees it provides a drug-free workplace in accordance to the requirements of the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D).
8. The Grantee agrees to permit periodic audits and site inspections by the Department to ensure work progress in accordance with the approved project, including a close-out inspection upon project completion. After project completion, the Grantee agrees to conduct grant contract compliance inspections at least once every five (5) years and to submit a Department provided inspection report to the Department.
9. The Grantee agrees land acquired with PARTF assistance shall be dedicated in perpetuity as a recreation site for the use and benefit of the public, the dedication will be recorded in the deed of said property and the property may not be converted to other than public recreation use without approval of the Department. The Grantee agrees to maintain and manage PARTF assisted development/ renovation projects for public recreation use for a minimum period of twenty-five (25) years after project completion.
10. The Grantee agrees to operate and maintain the project site so as to appear attractive and inviting to the public, kept in reasonably safe repair and condition, and open for public use at reasonable hours and times of the year, according to the type of facility and area.
11. The Grantee shall agree to place utility lines developed with PARTF assistance underground.
12. If the project site is rendered unusable for any reason whatsoever, the Grantee agrees to immediately notify the Department of said conditions and to make repairs, at its own expense, in order to restore use and enjoyment of the project by the public.
13. The Grantee agrees not to discriminate against any person on the basis of race, sex, color, national origin, age, residency or ability in the use of any property or facility acquired or developed pursuant to this agreement.
14. The Grantee certifies that it:
 - (a) Has neither used nor will use any appropriated funds for payment to lobbyists;
 - (b) Will disclose the name, address, payment details, and purposes of any agreement with lobbyists whom Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and,
 - (c) Will file quarterly updates about the use of lobbyists if material changes occur in their use.

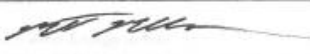
Section III. Project Termination and Applicant Eligibility

1. The Grantee may unilaterally rescind this agreement at any time prior to the expenditure of funds on the project described in this contract.
2. If through any cause, the Grantee fails to fulfill in a timely and proper manner the obligations under this contract, the Department shall thereupon have the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reasons thereof. In that event, the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this contract.
3. Failure by the Grantee to comply with the provisions and conditions set forth in the formal application, PARTF administrative rules and this agreement shall result in the Department declaring the Grantee ineligible for further participation in PARTF, in addition to any other remedies provided by law, until such time as compliance has been obtained to the satisfaction of the Department.

Section IV. Attestation and Execution

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

In witness whereof, the Department and the Grantee have executed the Agreement in duplicate originals, one of which is retained by each of the parties.

Town of Archer Lodge	
Name of Grantee (Local Government)	Signature of Grantee (Chief Elected Official)
Matthew B. Mulhollem	Mayor
Typed or Printed Name of Official	Title of Official

(Notary Public Completes)

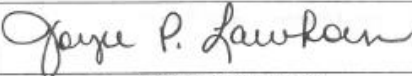
State of North Carolina

County of Johnston

On this 8th day of October, 2019, Matthew B. Mulhollem

personally appeared before me the said named Joyce P. Lawhorn, to me known and known to me to be the person described in and who executed the foregoing instrument, and he (or she) acknowledged that he (or she) executed the same and being duly sworn by me, made oath that the statements in the foregoing instrument are true.

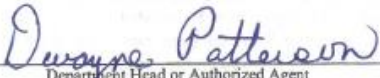
My commission expires: March 20, 2021.


Signature of Notary Public

(Seal Here)




North Carolina Department of Natural and Cultural Resources
Susi H. Hamilton, Secretary

By: 
Department Head or Authorized Agent
for Secretary Hamilton

Director
Title

**General Terms and Conditions
Governmental Entities
May 1, 2011**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 143-6.2(a)(3): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143-6.2(b), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143-6.2(b): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

Attachment A

(18) "Unit of Local Government has the meaning in G.S. 143-6.2(a)(2): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, shall be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if and it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons

and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of three years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Time Records: The Grantee will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Attachment A

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with

profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipates bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

Scope of Work

**North Carolina Division of Parks and Recreation
Parks and Recreation Trust Fund – Grants Program for Local Governments**

Grantee: Town of Archer Lodge

Title of Project: Archer Lodge Town Park

Project Number: 904

Contract Number: 2020-904

Amount of Grant: \$ 500,000

Amount of Match: \$ 500,000

Contact Person for Project: Kim Batten

Title: Finance Officer
Town of Archer Lodge

Address: 14094 Buffalo Road
Clayton, NC 27527

Telephone: 919-359-9727

Contact email address: kim.batten@archerlodgenc.gov

Scope of Project: Development including softball field, baseball field, playground, trail, walkways, parking, utilities, contingency, and planning costs.

Length of Project: 36 months (12/1/2019– 11/30/2022)

Schedule for Reimbursements: Grantee may submit bills quarterly after a significant portion of work has been completed on the project element(s). Not more than 90% of the grant will be reimbursed until the grantee completes the project elements specified in the grant (refer to detailed budget submitted with grant application).

The Town of Archer Lodge grant application and support documentation are, by reference, part of the contract. The administrative rules of the N.C. Parks and Recreation Trust Fund are, by reference, a part of the contract.

Project Costs			
Archer Lodge Town Park – Town of Archer Lodge			
March 2019			
Project Elements	Unit	Unit Cost	Total Item Cost
Building Costs			
200’ Girls softball field (includes earthwork, drainage, lighting, backstop, fencing, dugout, infield, seeding, and irrigation)	Lump Sum	\$220,000	\$220,000
200’ Little League field (includes earthwork, drainage, lighting, backstop, fencing, dugout, infield, seeding, and irrigation)	Lump Sum	\$220,000	\$220,000
Playground (includes earthwork, equipment, surfacing, edging, trash receptacle, and recycling receptacle)	Lump Sum	\$115,000	\$115,000
Accessible crushed screenings walking trail (6’ wide, ½ mile length)	Lump Sum	\$47,508	\$47,508
6’ wide concrete sidewalk	Lump Sum	\$26,000	\$26,000
Gravel entrance drive and parking for 100 cars (includes grading, drainage, directional and ADA signs, concrete parking pad, and wheel stops)	Lump Sum	\$124,000	\$124,000
Vinyl coated chain link fence and park entrance gate and sign	Lump Sum	\$38,000	\$38,000
Water and electric hookups	Lump Sum	\$22,500	\$22,500
Cost to Build			\$813,008
Contingency for the Cost of Building			
Contingency (not to exceed 5% of the cost to build or renovate)	5%		\$40,650
Construction management, site planning, preliminary design, survey and appraisals, or the cost of preparing the application (not to exceed 20% of the cost of the project)	18%		\$146,342
Total Project Cost			\$1,000,000
Total PARTF Grant Request			\$500,000
Total Local Match			\$500,000

Moved by: Council Member Locklear
 Seconded by: Mayor Pro Tem Castleberry
Executed the NC Parks and Recreation Trust Fund (PARTF) Project Agreement between the Town of Archer Lodge and NCDNCR Project# 2020-904, period covering December 1, 2019 - November 30, 2022.
 CARRIED UNANIMOUSLY

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

a) **No report.**

8. **TOWN ADMINISTRATOR'S REPORT:**

- a) **Mr. Gordon reported the following:**
- 10th Year Anniversary Celebration invitations were hand delivered when attending the Johnston County Commissioner's meeting on Monday, October 7, 2019.
 - He and Mayor Pro Tem Castleberry attended Clayton Chamber of Commerce Legislative and Governmental Affairs Meeting on Friday, October 4, 2019.

9. **FINANCIAL/TOWN CLERK'S REPORT:**

a) **Interim Financial Reports for Month ending September 30, 2019**

Ms. Batten noted that September 30, 2019 was the end of the quarter. Revenues in the General Fund remain slow since real property taxes aren't considered late until after the first of the year. The franchise taxes for period ending June 30, 2019 were received mid-month but were accounted in the last fiscal year ending June 30, 2019. Revenues from franchise taxes for the current fiscal year are distributed mid December 2019. Expenditures in the General Fund were about 46% higher than revenues received in September; however, they remain constant month to month and not dependent on the fiscal year cycle. Ms. Batten assured Council that after the first of the year, the General Fund Revenues will have a significant difference in an upward direction. Ms. Batten mentioned the Capital Reserve Fund, Park Reserve Fund and Public Safety Reserve Fund continue to gain revenues in investment earnings and in transfers for the three cents devoted for the Park Reserve Fund.

In comparing September 2019 with September 2018 in the General Fund, Ms. Batten mentioned the following differences:

- 1. 2018 - Down payment of \$200,000 was made on the Park Land
- 2. 2019 - Two new debt payments were made on park land acquisition loan and town hall expansion loan
- 3. 2019 - Ad Valorem tax revenues are slightly higher due to Tax Revaluation by Johnston County
- 4. 2019 - Transfers to Capital Reserve Fund and Public Safety Reserve Fund were made at beginning of fiscal year
- 5. 2019 - Increase amounts to ALVFD and transfer to Park Reserve Fund due to Tax Revaluation by Johnston County

No further comments or discussion.

10. **PLANNING/ZONING REPORT:**

a) **Development Activity**

Ms. Maybee reported the following:

HARDEN CREEK: Preliminary Plat (10 lots, public water/septic) conditionally approved by Planning Board at the September 18, 2019 Planning Board Meeting.

Location: East side of Wendell Rd/South side of Wall Rd

- *Abuts Archer Lodge Middle School (North)*
- *Abuts Woodfin Subdivision (South)*

DEPARTMENT/AGENCY PARTNERSHIPS:

- **NCDOT** - Information from District Engineer Office
 - *Speed Study completed on Castleberry Road*
 - *Echo Forest Subdivision*
- **Johnston County Public Utilities**
 - *Attended Workshop - Stormwater*
- **Archer Lodge Fire Department**
 - *Input on Subdivision layout and location of hydrants.*
 - *Discussion on Design Standards*
- **Johnston County Health Department**
 - *Met with the Director*
 - *Created form to facilitate Well/Septic Permitting Process*
- **Town of Clayton - Animal Control**
 - *Facilitate Enforcement Activities*
- **Johnston County Sheriff Department**
 - *Noise Complaints*
- **NC Department of Public Safety**

- **Johnston County GIS**
 - *Develop a map of Archer Lodge depicting properties in present land use (deferred taxes).*
 - *Zip Code Map and Address Database*
- **United States Post Office**
 - *Archer Lodge, NC address change as discussed by Town Administrator.*
- **NC Department of Commerce**
- **Johnston Community College**
- **NC Department of Environmental Quality**
 - *Staff reviewing current Watershed Ordinance to verify compliance with updated standards.*
- **Staff**
- **Veterans**
- **Community Center and many others**

RESPOND TO BUSINESS AND CITIZENS:

- *Commercial Projects*
- *Residential Developments*
- *Zoning Permits*
- *Flood Damage Prevention, etc.*

b) Projects

Ms. Maybee reported the following:

BIKE AND PEDESTRIAN PLAN:

- **Steering Committee Meeting #3 Summary - Wednesday, October 2, 2019**
 - *AECOM provided update on the project.*
 - *Final Plan - December 2019.*
 - *Draft Plan will be available in couple of weeks for steering committee*
 - *Reviewed survey priorities: Connectivity, Safety, Education Programs, Promotion*
 - *Presented proposed corridor improvements*
 - *Group exercises ranking corridors, policies and programs and discussed results*
- **Public Input Meeting #2 - followed Steering Committee Meeting**
 - No attendance from public

NEW CONSTRUCTION PROGRAM - CENSUS:

- *Collecting data for submission by October 31, 2019*

NON-RESIDENTIAL DESIGN:

- *Planning and Zoning administrative work is on-going, staff discussed October 3, 2019*

DEVELOPMENT ORDINANCES:

- **Subdivision** - *developing internal Tracking System*
- **Water Supply Watershed Protection** - *ongoing review*

NCDOT:

- **Buffalo Road Improvements** - *Responded to appraisal inquires relative to Zoning, etc. for Right-of-Way Acquisition*

SEWER FEASIBILITY STUDY:

- *Budgeted and exploring options*

c) Code Enforcement

Ms. Maybee reported the following:

NUISANCE ABATEMENT:

- Five signs removed from NCDOT Right-of-Way in September 2019
 - Tall grass/weeds at 74 Richmond Road - Citation issued and referral to Town Attorney upcoming
 - Noise Ordinance - Complaint reported at Archer Pointe
 - Animal Control - September 2019 Citations: (1) walking patrol, (2) complaints on livestock, and verbal warning on leash law
-

**d) Planning Board Membership Opportunities -
Deadline is Noon, Friday, October 25, 2019**

Ms. Maybee reminded everyone that the deadline for Archer Lodge residents to apply appointment or reappointment to the Planning Board/Board of Adjustment is Noon on Friday, October 25, 2019.

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

- Discussed landscaping ideas
 - Flag pole bases installed with lights
 - Invitations mailed for the ALVM Dedication being held Sunday, November 10, 2019 at 3:00 pm
 - "Thank you" flyers will be distributed to all "Biscuit 'n Brick" Campaign Supporters
 - Final ALVM Biscuit Sale is on Friday, October 18, 2019
 - Engraved Pavers had been delivered to the Veterans Memorial Site
-

12. MAYOR'S REPORT:

- a) Mayor Mulhollem felt honored that he delivered greetings at the 21st Annual Triangle Buddy Walk Fundraiser for the National Down Syndrome Society which was held on Sunday October 6, 2019 at the Archer Lodge Community Center.**
-

13. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

a) Council Member Wilson shared the following:

- TJCOG Regional Summit is scheduled for October 13, 2019 in Pittsboro, NC
 - TJCOG Executive Board is offering services to small communities
-

b) Council Member Jackson shared the following:

- Archer Lodge Fire Department's Halloweenie Roast on Thursday, October 31, 2019
 - November 2019 Municipal Election
-

- c) Mayor Pro Tem Castleberry shared information of the Archer Lodge Veterans Memorial Site with acquaintances from out of town.**
-

14. ADJOURNMENT:

- a) *Mayor reminded Council that the October 21, 2019 will be the first **JOINT WORK SESSION** between the Governing Body and the Planning Board.*

No Further Business.

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

Adjourned meeting at 7:52 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Application	Training Hours	List Price	Extended Price
Permitting & Code Enforcement I	20	\$10,500.00	\$3,000.00
Permitting Self-Service I (includes mobile app)	8	\$7,500.00	\$2,000.00
WIPP AR (Online Inquiry and Payments)	2	\$1,200.00	\$200.00
Data Vault (Online Backup)	1	\$1,200.00	\$1,200.00
		Sub Total:	\$6,500.00
			\$5,200.00
Services & Other Applications			Cost
			Sub Total:
			\$0.00
Conversion Services			Cost
			Sub Total:
			\$0.00
Total Proposal (excluding optional hardware):			\$6,500.00
			\$5,200.00

Summary Conversions – Unless otherwise stated, summary conversions include all standard information plus three years of summarized history, including opening and closing balances on accounts.

Detailed Conversions - Unless otherwise stated, detail conversions include all standard information plus three years of detailed history, including opening and closing balances with transactions.

Edmunds has agreed to allow the town to pay half \$2,600.00 this fiscal year and the balance after July 1, 2020.

Maintenance (Year 1 Maintenance is included, fees listed are for Year 2)		Fees
Permitting & Code Enforcement I		\$675.00
Permitting Self-Service I		\$450.00
WIPP AR (Online Inquiry and Payments)		\$200.00
Data vault (Online Backup)		\$390.00
Total:		\$2,315.00 \$1,325.00

Initial training, implementation, and travel costs are included with the license fees. Additional training hours and product development are billed at \$150.00 per hour. Training is a combination of on-site and remote sessions. If more hours are desired for a specific application, the hours from another may be allocated to additional training in that area. The project manager must be made aware of these requirements prior to the development of the project plan.

The first year of support and maintenance are included with the license fees. The fees listed are for year two support and maintenance. The annual maintenance fees include all federal and state mandated changes, annual upgrades and enhancements, unlimited phone, email, and web based support, and user group membership. All software applications are warranted for one year from the date of installation. A purchase order must be sent prior to initiating a work order for installation and training to be scheduled.

Optional Hardware	Quantity	Unit Price	Cost
Fiscal Receipt / Validator	1	\$760.00	\$760.00
Credit Card Swipe Device	2 1	\$125.00	\$250.00 \$125.00
Motorola Bar Code Scanner	1	\$100.00	\$100.00
Pervasive SQL - Workgroup Engine	2	\$125.00	\$250.00
Sub Total:			\$1,015.00 \$500.00

Edmunds GovTech is a reseller of the hardware components listed, the cost of these items are **NOT** included in the proposal total. Please include the quantity of each item desired with the cost on the purchase order to ensure accurate purchasing.

Expires: 2/25/2020

Please forward all Purchase Orders to:

Edmunds & Associates, Inc.
c/o Melanie Rowan
301 Tilton Road | Northfield, NJ 08225
P: 888.336.6999 | F: 609.645.3111
Email: MelanieR@EdmundsGovTech.com
www.EdmundsGovTech.com

Proposal Notes:

Remote training proposed.

October 01, 2019

Dear Client:

In order to ensure the Edmunds GovTech commitment to providing exceptional service and systems, your support & license agreement in 2020 will have an increase for the 1st time since 2009. While our costs have increased substantially over that time, you will only have a modest +/- 3.2% increase. We are able to keep the increase modest due to our ongoing investments in staff training, operational efficiencies and continuing growth.

Please check out our recently added modules; Parks and Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management.

Cloud Hosting and DataVault provide multiple benefits of redundant back-ups and increasingly important protection against ransomware, viruses and other data intrusions.

Check out our current apps in the Apple and Google store by searching "MCSJ". Current apps include: Attendance, MyTown Resident Services & Notification, Requisition, Inspection, Meter and Inventory Management.

Regardless of whether you are a calendar or fiscal year entity, all support and license agreements are due January 2, 2020 and cover the period of January 1, 2020 through December 31, 2020.

- All attached agreements must be signed and returned prior to December 31, 2019 to continue use of MCSJ Software and receive software support, system enhancements, mandated changes and updates.
- If you purchased your system sometime in calendar year 2019, your support agreements have been pro-rated to the date of purchase to account for your one year of free support. If your system was purchased in 2018, and this year there is an increase, it's because your 2019 Support & License agreement was pro-rated.
- MCSJ Cloud based system provides daily back-up, enhanced security, performance and access, please contact us for more information.

Please forward a purchase order in the amount of the enclosed invoice(s) with a signed copy of the enclosed agreements. Edmunds GovTech greatly appreciates the opportunity to serve your organization.

Best regards,

Edmunds GovTech

2020 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- EGT is staffed with Certified Finance Officers & Tax Collectors
- Remote desktop access for support inquiries & resolution
- E-mail & chat for support inquiries
- Technical issue resolution for MCSJ software operation
- MCSJ report printing resolution
- Client voting for Software Enhancements in “The User Voice” community forum
- Software system enhancements at no additional cost
- State mandated changes at no additional cost
- Federal mandated changes at no additional cost

Software Updates, New Products & Development

- MCSJ Enhancements to Version 2019.2 ready now
- Parks and Recreation, Land Management, Animal Control Shelters, Permitting Self-Service and Fleet Management
- Resident Self Service & Employee Self Service Portal Enhancements
- Mobile Apps/Portals - MCSJ My Town, Requisition, Attendance Maintenance, Meter Management, Inspection, Work Order, Permitting Self-Service, Vendor Self-Service Dashboard, Resident Self-Service, Web Inquiry & Payment Portal

Client Support Website Access

- Knowledge base & FAQ's
- Helpful hints
- Video tutorials
- Software system & technical documentation

Client Services

- More than 200 webinars/video tutorials every year
- E-mail alerts & notification of statutory changes
- End of year documentation and procedures
- FAQ automated responses
- Periodic notifications of quarterly and/or yearly tasks
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates



Edmunds GovTech
301 Tilton Road
Northfield, NJ 08225

RECEIVED

OCT 07 2019

TOWN OF ARCHER LODGE

BY:

Archer Lodge
Attn: Accounts Payable
14094 Buffalo Road
Clayton, NC 27527-0000

INVOICE #

20-00099

INVOICE DATE: 10/01/19

DUE DATE: 01/02/20

Thank you for your business!
Please contact us at (609) 645-7333
with questions regarding this invoice.
Visit our support site www.EA411.com

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
2020 Software Maintenance				
1.0000	MHEAD	2020 Software Maintenance	0.000000	0.00
1.0000	M-NC-FN1	SS Financial Accounting I	1,236.000000	1,236.00
1.0000	M-NC-AR1	SS Accounts Receivable I	155.000000	155.00
1.0000	M-NC-PR1	SS Payroll I	260.000000	260.00
TOTAL DUE:				\$ 1,651.00

MCSJ License & Maintenance fees cover services from January 1, 2020 thru December 31, 2020.

2020 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds GovTech (EGT), you must enter into this agreement.

1. Any defects in the EGT Application Software as determined by EGT will be corrected at no cost to the user provided the said defect is not the result of misuse, operator error, or is beyond the original requirements of the system specifications.
2. EGT is responsible for providing software support under this agreement only for its proprietary application software. This includes all MCSJ licensed products. Support for third party products, i.e.; Microsoft Office, UCAARS, etc. are not covered under this agreement and all phone or on-site support is a billable service. Our minimum hourly rate is \$150 with at least one-half hour billable.
3. EGT proprietary end user documentation, faq's, helpful hints, video tutorials and such are for client use only and not to be distributed.
4. Standard telephone support will be available from 8:00am to 5:00 pm EST, Monday through Friday excluding holidays.
5. Each user of EGT MCSJ software is required to have a high-speed connection. EGT will provide support, enhancements and instruction for our application software via the Internet. Lack of compliance that requires an on site visit is billable at the rate of \$ 150 per hour for each person and reasonable travel expenses.
6. EGT's liability, damages or remedy on any claim shall not exceed the original cost of the EGT MCSJ software system. In no event shall EGT be held liable for consequential, incidental, indirect, special, punitive or exemplary damages, for loss, damage or expense directly or indirectly arising from the client's inability to use our products.
7. No action arising from use of EGT's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. EGT reserves the right to withdraw without penalty any EGT application software package from coverage at our sole discretion upon one-hundred-twenty (120) days notice.
9. This agreement must be signed and returned by December 31, 2019 for continued support. The effective date of this agreement is January 1, 2020 through December 31, 2020.

Client: _____

Authorized Representative: _____
Signature
Date

Printed Name: _____

092619

2020 Minimum Recommended Back-up Procedures

*****CRITICAL REQUIREMENT*****

***Every year clients lose data due to ransomware, hardware failures and viruses.
Please take proper precautions to protect and backup your data.***

Edmunds GovTech strongly recommends performing regular backups on your MCSJ database. It is best to deploy a solution that backs up your data to a local media and off-site/cloud location as well so that it can be recovered in the event of a total loss. Edmunds GovTech offers a DataVault solution that automatically backs up your MCSJ data to the cloud daily.

Failure to follow these recommendations can greatly reduce our ability to help you recover from data loss. All consultations will be billable at our current hourly rate of \$150 per hour regardless of your hardware maintenance coverage plan. Please review the minimum suggested back up procedures listed below to help keep your data safe.

- ✓ The MCSJ database (mcsDB) should be backed up daily to separate media. One for each day of the week. This should not be done while users are in the system.
- ✓ Complete MCSJ directory back up should be done at least weekly.
- ✓ Media (tapes/flash drives/external HD) should be rotated and taken off site.
- ✓ Monthly media should be archived for at least 3 months.
- ✓ Backups should be tested by being fully restored at least every 30 days to verify MCSJ is being successfully backed up. DO NOT test by restoring to the original location, this will overwrite your live database.

If activated the MCSJ application warns you if MCSJ data files have not been backed up in 4 days. It is the responsibility of each client to insure the success of these MCSJ data backups and including any other critical data is also being properly backed up.

Client name: _____ Date: _____

Employee signature: _____

Printed name: _____

Please make a copy for your records and distribute as necessary.

Please sign and fax back to 609-645-3111.

092619

**TOWN OF ARCHER LODGE
RESOLUTION ADOPTING THE
2020 TOWN COUNCIL MEETING SCHEDULE**

WHEREAS, the Archer Lodge Town Council exists to conduct the business of the citizens; and

WHEREAS, the Archer Lodge Town Council meetings are held the **first and third Monday of the month** at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers, unless otherwise noted; and

WHEREAS, each meeting of the Archer Lodge Town Council is open to the public, except as provided by NC G.S. 143-318-.11; and

WHEREAS, the Archer Lodge Town Council may amend the yearly meeting schedule in accordance with NC G.S. 143-318.12:

TOWN OF ARCHER LODGE 2020 CALENDAR TOWN COUNCIL MEETINGS		
MONTH	REGULAR SESSION	WORK SESSION
January	Monday, Jan 6	* Tuesday, Jan 21 *
February	Monday, Feb 3	
March	Monday, Mar 2	Monday, Mar 16
April	Monday, Apr 6	Monday, Apr 20
May	Monday, May 4	Monday, May 18
June	Monday, Jun 1	Monday, Jun 15
July	* Monday, Jul 13 *	
August	Monday, Aug 3	
September	* Tuesday, Sep 8 *	Monday, Sep 21
October	Monday, Oct 5	
November	Monday, Nov 2	Monday, Nov 16
December	Monday, Dec 7	

NOW, THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby adopts the 2020 Town Council Meeting Schedule as presented.

DULY ADOPTED ON THIS 4TH DAY OF NOVEMBER 2019 WHILE IN REGULAR SESSION.

ATTEST:

Matthew B. Mulhollem
Mayor

Kim P. Batten
Town Clerk

**TOWN OF ARCHER LODGE
RESOLUTION ADOPTING THE 2020 HOLIDAY SCHEDULE**

WHEREAS, it is the policy of the Town to follow the holiday schedule provided by the State of North Carolina for its employees; and

WHEREAS, the below 2020 Holiday Schedule was retrieved from the State of North Carolina website <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays#2020>

2020 Holiday Schedule		
Holiday	Observance Date	Day of Week
New Year's Day	January 1st	Wednesday
Martin Luther King Jr's Birthday	January 20th	Monday
Good Friday	April 10th	Friday
Memorial Day	May 25th	Monday
Independence Day	July 3rd	Friday
Labor Day	September 7th	Monday
Veterans Day	November 11th	Wednesday
Thanksgiving	November 26th & 27th	Thursday & Friday
Christmas	December 24th, 25th & 28th	Thursday, Friday & Monday

NOW, THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby adopts the 2020 Holiday Schedule as presented.

DULY ADOPTED ON THIS 4TH DAY OF NOVEMBER 2019 WHILE IN REGULAR SESSION.

ATTEST:

Matthew B. Mulhollem
Mayor

Kim P. Batten
Town Clerk