



Regular Council - Minutes Monday, November 5, 2018

COUNCIL PRESENT:

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

STAFF PRESENT:

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

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 was present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

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

2. APPROVAL OF AGENDA:

a) No additions or changes noted.

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

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 reminded all to go to the polls to VOTE.

b) Mr. Olen Kelley of 180 Tast Dr., Wendell, NC located in Echo Forest Subdivision commented that there isn't an HOA present to maintain the roads and asking for some assistance from the community.

4. **CONSENT AGENDA:**

- a) **Approval of Minutes:**
01 Oct 2018 Regular Council Meeting Minutes
15 Oct 2018 Work Session Minutes

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Approved Consent Agenda.

CARRIED UNANIMOUSLY

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

- a) **Discussion and Consideration of Approving the 2019 Edmunds & Associates' MCSJ Financial Software Support & License Agreement**

Ms. Batten noted that the Financial Software Support & License Agreement is an annual agreement. In order to continue using their software and to receive support, it must be renewed. She further noted that the annual fee was budgeted. Some discussion followed.

The Approved 2019 Edmunds & Associates' MCSJ Financial Software Support & License Agreement appears as follows:

**edmunds
& associates**
simple. efficient. solutions.

2019 Annual Support Maintenance Services

Client Support Services

- Phone support with priority resolution escalation
- E&A 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 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 4.2.2 is available now
- MCSJ Fleet Maintenance module is available now
- MCSJ Land Management module will be available in Spring 2019
- 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
- Newsletter subscription
- User group virtual webinar meetings at no cost
- 24/7 access to downloadable system patches and updates

301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
www.edmundsassoc.com

2019 MCSJ Software Support & License Agreement

To receive continued Application Software Support and MCSJ System upgrades from Edmunds & Associates, Inc. (E&A), you must enter into this agreement.

1. Any defects in the E&A Application Software as determined by E&A 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. E&A 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. E&A 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 E&A MCSJ software is required to have a high-speed connection. E&A 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. E&A's liability, damages or remedy on any claim shall not exceed the original cost of the E&A MCSJ software system. In no event shall E&A 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 E&A's MCSJ software systems may be commenced more than 1 year after the basis for such claim could reasonably have been discovered.
8. E&A reserves the right to withdraw without penalty any E&A 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, 2018 for continued support. The effective date of this agreement is January 1, 2019 through December 31, 2019.

Client: Town of Archer Lodge

Authorized Representative: 

11-8-18

Printed Name: Matthew B. Mulhollem, Mayor

Signature

Date

081018

301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
www.edmundsassoc.com



2019 Minimum Recommended Back-up Procedures

CRITICAL REQUIREMENT

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

Edmunds & Associates strongly recommends performing regular backups on your MCSJ database. There are many third-party backup solutions available that allow you to backup to media such as tape drives, flash drives, external hard drives, and cloud storage. 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 & Associates offers a DataVault solution that automatically backs up your MCSJ data to the cloud daily.

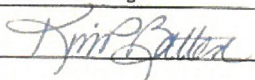
Failure to follow these recommendations can greatly reduce our ability to help you recover from data loss. All consultations will be billable at our current hourly rate of \$150 per hour regardless of your hardware maintenance coverage plan. Please review the minimum suggested back up procedures listed 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 offsite.
- ✓ Monthly media should be archived for at least 3 months.
- ✓ Backups should be tested 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.

The MCSJ application warns you if MCSJ data files have not been backed up in 3 days. It is the responsibility of each client to insure the success of these backups and include any other critical data is being properly backed up.

Client name: Town of Archer Lodge

Date: 11/6/18

Employee signature: 

Printed name: Kim P. Batten

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

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

092618



301A Tilton Road
Northfield, NJ 08225
P: 1.609.645.7333
www.edmundsassoc.com

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

Approved 2019 Edmunds & Associates' MCSJ Financial Software Support & License Agreement.

CARRIED UNANIMOUSLY

- b) Discussion and Consideration of Approving the Grant Contract between the NC Department of Natural and Cultural Resources (NCDNCR) and the Town of Archer Lodge in order to receive the two non-recurring \$50,000 Grants awarded to the Town for Park Land Acquisition through the NC General Assembly Session Law 2017-57 and Session Law 2018-5.**

Mayor Mulhollem explained that the Grant Contract between NCDNCR and the Town must be approved in order to receive the Grants with the help of NC Representative Donna White and NC Senator Rick Horner. Discussion followed.

The Approved Grant Contract appears as follows:

Grant Contract

This Contract is hereby entered into by and between the North Carolina Department of Natural and Cultural Resources (the "Agency") and the Town of Archer Lodge, a unit of local government (the "Grantee") (referred to collectively as the "Parties"). The Grantee's federal tax identification number was provided to the Agency on the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form.

This Contract consists of the following documents:

- 1) The General Terms and Conditions
- 2) The Scope of Work, description of services (Attachment A)
- 3) The line item budget (Attachment B)
- 4) Notice of Certain Reporting and Audit Requirements (Attachment C)

These documents constitute the entire agreement and "Contract" between the Parties and supersede all prior oral or written statements or agreements. The awarding of this grant is subject to allocation and appropriation of funds to the Agency for the purposes set forth in the contract.

General Terms and Conditions

DEFINITIONS

Except as otherwise provided in the Contract documents, the terms below shall have the following meanings in this Contract.

"Agency" means the North Carolina Department of Natural and Cultural Resources.

"Audit" means an examination of records or financial accounts to verify their accuracy.

"Certification of Compliance" means a report provided by the Grantee to the Agency that states that the Grantee has met the reporting requirements established by this Contract and included as a statement of certification by the Agency as part of the Grantee reporting package.

"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.

"Contract" means a legal instrument that is used to document a relationship between the Agency and the Grantee.

"Fiscal Year" means the annual operating year of the non-State entity.

"Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.

"Grant" means financial assistance provided by a State agency to an eligible grantee to carry out activities identified in the Grant Contract.

"Grantee" means an entity that receives State financial assistance.

"Local Government" has the meaning in G.S. 159-7(15)

"Non-State Entity" has the meaning in G.S. 143C-1-1(d)(18).

"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.

"State financial assistance" means State funds disbursed as a grant, cooperative agreement, non-cash contribution, food commodities, or direct appropriation to a grantee or subrecipient as defined in this Contract.

"Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.

"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 disbursed as financial assistance to other organizations.

"Subrecipient" means a non-State entity that receives State financial assistance from a Grantee to carry out part of a State program; but does not include an individual that is a beneficiary of such program.

TERMS AND CONDITIONS

1. **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.
2. **Grantee's Duties:** The Grantee shall complete and submit to the Agency the "REQUEST FOR PAYMENT OF APPROPRIATION(S) FROM NORTH CAROLINA GENERAL FUND" form, created by North Carolina's Office of State Budget and Management (OSBM), including the required enclosures.

The Grantee shall provide the services as described in Attachment A, Scope of Work and Description of Services and in accordance with the approved budget in Attachment B. The Grantee may make line item adjustments of less than ten percent (10%) for budgeted expenditures without prior approval from the Agency, except if the adjustment would exceed the total grant amount. For line item adjustments of ten percent (10%) or more for budgeted expenditures, the Grantee shall submit a written request for approval to the Agency and include a justification for the adjustment. Line item adjustments requiring approval shall be effective only upon a dually executed amendment between the parties, in accordance with Paragraph 21 of this Agreement. Amendments executed under this Paragraph shall include the new line item adjustment(s) (Attachment B) and any changes in the Scope of Work and Description of Services (Attachment A) related to the duties and services affected by the line item adjustment. An

amendment that fails to comply with the requirements of this Paragraph shall not be binding upon the parties. A violation of this Paragraph shall constitute a material breach and shall entitle the non-breaching party to all rights and actions available to it under the law.

In addition, the Grantee shall maintain all grant records for a period of five years or until all audit exceptions have been resolved, whichever is longer.

3. **Agency Duties:** Grants shall be paid at the direction of the Director of State Budget. The total amount paid by the Agency to the Grantee under this Contract is \$100,000. The Agency may provide monitoring and oversight through a combination of periodic e-mails, calls, visits, and review of reports, invoices and deliverables.
4. **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 Contract. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.
5. **Key Personnel:** The Grantee shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator. The individuals designated as key personnel are those specified in Paragraph 34 of this Contract.
6. **Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the Agency, 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). In no event shall such approval and action obligate the Agency to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.
7. **Beneficiaries:** Except as otherwise provided herein, this Contract shall inure to the benefit of and be 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, shall be 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 such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
8. **Indemnification:** The Grantee shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Grantee in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Grantee.
9. **Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' written notice to the other Party, or as otherwise provided by law. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property. If the Contract is terminated by the Agency as provided herein, the

Grantee shall be paid for services satisfactorily completed, less payment or compensation previously made. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract.

10. **Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. Unexpended funds held by the Grantee shall revert to the Agency upon termination of this Contract. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this Contract, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined.

In case of default by the Grantee, the State may procure the services from other sources and hold the Grantee responsible for any excess cost occasioned thereby. The State reserves the right to require a performance bond or other acceptable alternative performance guarantees from successful offeror without expense to the State.

In addition, in the event of default by the Grantee under this Contract, the State may immediately cease doing business with the Grantee, immediately terminate for cause all existing contracts the State has with the Grantee, and de-bar the Grantee from doing future business with the State.

Upon the Grantee filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Grantee, the State may immediately terminate, for cause, this Contract and all other existing contracts the Grantee has with the State, and de-bar the Grantee from doing future business.

11. **Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be 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.
12. **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.
13. **Force Majeure:** Neither Party shall be deemed to be in default of its obligations hereunder if and so long as 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.
14. **Survival of Promises:** Except as otherwise provided herein or unless superseded by applicable federal or State statute of limitations, all promises, indemnifications, requirements, terms conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date.
15. **Copyrights and Ownership of Deliverables:** Any copyrighted material, patented or patent-pending invention, article, device or appliance deliverable in connection with this Contract are the exclusive

property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

16. **Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
17. **Compliance with Laws:** The Grantee shall comply 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.
18. **Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity. The Grantee shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
19. **Access to Persons and Records:** The State Auditor and the Agency 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 N.C.G.S. §. 147-64.7. The Grantee shall retain all records for a period of five years following completion of the Contract. Additionally, as the State funding authority, the Agency shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.
20. **Record Retention:** Records created or obtained under this Contract shall not be destroyed, purged or disposed of 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 been 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.
21. **Amendment:** This Contract may not be amended orally or by performance. Amendments shall be made in writing on a form prepared by the Agency and duly executed by an authorized representative of the Agency and the Grantee.
22. **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.
23. **Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the Contract and should not be used to construe the meaning of any text or content thereof.
24. **Certification Regarding Collection of Taxes:** N.C.G.S. § 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S.

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105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required federal, State and Local taxes.

25. **Sales/Use Tax Refunds:** If eligible, the Grantee and all subrecipients 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 N.C.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.

26. **Travel Expenses:** Travel expenses shall not be reimbursed in the performance of this Contract. If travel is necessary in the performance of this Contract, it shall be included in the approved project budget and narrative.

27. **Entire Agreement:** This Contract and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements. This Contract and any addenda thereto, are incorporated herein by reference as though set forth verbatim. 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.

28. **By 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. This prohibition covers those vendors and contractors who:

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

The requirements of N.C.G.S. § 133-32 are hereby incorporated by reference, including any subsequent amendments thereto, and shall apply to all vendors and subcontractors under this Contract.

29. **Effective Period:** This Contract shall be effective upon signature by all Parties to this Contract and shall terminate upon final expenditure of all funds and submission of all reports as required by law.

30. **Conflict of Interest Policy:** Grantees shall have a policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of state funds and shall include actions to be taken by the Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.

31. **Requirements:** This Contract is subject to the reporting requirements described in the Notice of Certain Reporting and Audit Requirements (Attachment C).

The Grantee must ensure that grant funds dispersed under this Contract are audited in compliance with State and federal audit requirements for local governments and public authorities, institutions of higher

education, and nonprofit organizations, and, as applicable, according to the standards of the federal Single Audit Act and Circular A-133 "Audits of States, Local Governments, and Nonprofit Organizations" as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

32. **Disbursements:** As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- (a) Implement adequate internal controls over disbursements;
 - (b) Ensure sufficient account coding information to provide for tracking of grant funds through the Grantee's accounting system;
 - (c) Assure adequate control of signature stamps/plates;
 - (d) Assure adequate control of negotiable instruments; and
 - (e) Implement procedures to ensure that all account balances are solvent and reconcile the account monthly.
33. **Outsourcing/Assignability/Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subrecipient. The Grantee or subrecipient is not relieved of any of the duties and responsibilities of this Contract. Furthermore, any subrecipient must agree to abide by the standards contained in this Contract and to provide all information to allow the Grantee to comply with these standards.
34. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving written notice to the other Party within 30 calendar days of such change.

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name Title Joshua Davis, Strategy and Policy Advisor Agency Department of Natural and Cultural Resources Mail Service Center Number 4605 Raleigh, NC 27699-4605 Telephone 919-814-6725 Fax 919-733-6993 Email Joshua.Davis@ncdcr.gov	Name Title Joshua Davis, Strategy and Policy Advisor Agency Department of Natural and Cultural Resources Street Address 109 East Jones Street City, NC Zip Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Kim P. Batten Finance Officer / Town Clerk Town of Archer Lodge 14094 Buffalo Road Clayton, NC 27527-6356 Tel 919-359-9727 Fax 919-359-3333	Email: kim.batten@townofarcherlodge.com

35. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

[THIS SPACE INTENTIONALLY LEFT BLANK]

In Witness whereof, the Grantee and the Agency have executed this Contract in duplicate originals, with one original being retained by each Party.

GRANTEE NAME

11-8-18

Signature of Authorizing Official

Date

Matthew B. Mulhollem
Printed Name

Mayor
Title

[CORPORATE SEAL] - (optional)



NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Signature of Authorizing Official

11/16/18

Date

Printed Name

Steve Meyer

Deputy Secretary
Title

Signature of the Chief Financial Officer

Acting CFO

11/16/18

Date

Printed Name Chief Financial Officer

Steve Meyer

North Carolina Source of Funds:

Account Code: 536690 and 536617

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Attachment A
Scope of Work

The Conference Committee Report for Session Law 2017-57, page H 85, item 124, provided a nonrecurring appropriation grant through the Agency to the Grantee in the amount of \$50,000 for a parks and recreation land purchase. The Conference Committee Report for Session Law 2018-5, page D 25, item 78, and Session Law 2018-97 provided a nonrecurring appropriation grant through the Agency to the Grantee in the amount of \$50,000 to purchase land.

The two nonrecurring appropriation grants will be used for the acquisition of land within the Town of Archer Lodge town limits for the future site of the First Municipal Park. The 30 acres of land is located at 2743 Castleberry Road, Clayton, NC 27527. These grant funds will partially reimburse the Grantee for the down payment of \$200,000 that was made at closing on August 20, 2018.

Attachment B
Line Item Budget and Narrative

Revenues	Amount
Legislatively Directed Grant (Session Law 2017-57)	\$50,000
Legislatively Directed Grant (Session Law 2018-5)	\$50,000

Expenditures	Amount
Land Acquisition Down Payment (Capital) 08/20/18	\$100,000

Attachment C
Notice of Certain Reporting and Audit Requirements

The Grantee shall comply with the all rules and reporting requirements established by State statute or administrative rules. For convenience, the requirements are set forth in this Attachment.

Reporting Thresholds.

There are three reporting levels established for grantees and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources. The reporting levels are:

- (1) Level I – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
- (2) Level II – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- (3) Level III – A grantee or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

Reporting requirements for grantees that meet the following reporting standards on an annual basis:

- (1) All grantees and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
- (2) All grantees and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
- (3) Level II and III grantees and subrecipients shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Contract.
- (4) Level III grantees and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

All reports shall be filed with the Agency in the format and method specified by the Agency no later than three months following the end of the Grantee's fiscal year. Audits must be provided to the funding Agency no later than nine months following the end of the Grantee's fiscal year. The Grantee shall use the reporting package forms provided by the Agency in making and submitting reports to the Agency.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this Contract shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Contract shall not be charged to State awards.

Notwithstanding the provisions of this Contract, a grantee may satisfy the reporting requirements of this Contract by submitting a copy of the report required under federal law with respect to the same funds.

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Moved by: Council Member Jackson
Seconded by: Council Member Wilson

Approved Grant Contract between NCDNCR and the Town of Archer Lodge to receive two non-recurring \$50,000 Grants.

CARRIED UNANIMOUSLY

c) Discussion and Consideration of Approving an Inter-local Agreement between the Town of Archer Lodge and the Town of Clayton for the purpose of the Clayton Police Department to serve as back up when requested by the Town's Animal Control Officer.

Mayor Mulhollem mentioned that the Town already has an Inter-local Agreement between the Town of Archer Lodge and the Town of Clayton for Animal Control. The Inter-local Agreement being considered is for the Clayton Police Department to provide backup for the Animal Control Officer, on an as needed basis. Mr. Gobble and Mayor Mulhollem expressed their appreciation for the Town of Clayton approving the Town of Archer Lodge to enter into an Inter-local Agreement for protection of the Animal Control Officer, when necessary. Discussion followed.

The Approved Inter-local Agreement between the Town of Archer Lodge and the Town of Clayton appears as follows:

NORTH CAROLINA

JOHNSTON COUNTY

INTERLOCAL AGREEMENT

This Interlocal Agreement, made and entered into this the 5th day of NOVEMBER 2018, by and between the Town of Clayton, ("Clayton"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, and the Town of Archer Lodge ("Archer Lodge"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

- A. Clayton, pursuant to a separate Memorandum of Agreement, is providing animal control services to Archer Lodge on an on-call schedule. Archer Lodge does not have a police department. Periodically, the Animal Control Officer (ACO) determines "back up" police services are necessary. Clayton and Archer Lodge agree that the Clayton Police Department shall serve as back up when requested by the ACO.
- B. Clayton and Archer Lodge are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

- 1. Pursuant to this Agreement, Clayton shall:
 - a. Cooperate with Archer Lodge by providing "back up" police services when called upon by the ACO.
- 2. Pursuant to the Agreement, Archer Lodge shall:
 - a. Pay Clayton on a per trip, per service basis in the amount of \$75 for police services in support of the ACO upon request only.
- 3. This Agreement shall be in effect for the same term and shall renew on the same dates specified in the Memorandum of Agreement for the ACO.

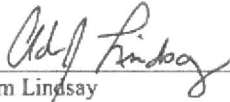
4. This Agreement may be terminated in whole, or in part, in writing by either party provided that no termination is affected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
5. This Agreement may be modified in whole, or in part, only by the prior written approval of both parties.
6. This agreement does not ensure that "back-up" police services for the ACO will take place at the time and/or place requested. The Clayton Police Department has a primary duty to Clayton and will provide the agreed upon services to the ACO in Archer Lodge at a time convenient for all parties.
7. Any notice, acceptance, request, or approval from either party to the other party shall be in writing and shall be deemed to have been received when either has deposited same in the United States Postal Service personally delivered with signed proof of delivery.
8. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.
9. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.
10. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.
11. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

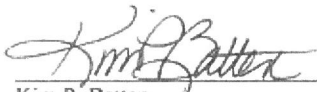
TOWN OF ARCHER LODGE

TOWN OF CLAYTON

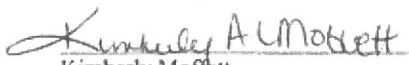

Matthew B. Mulhollem
Mayor


Adam Lindsay
Town Manager

ATTEST:


Kim P. Batten
Town Clerk

ATTEST:


Kimberly A. Moffett
Town Clerk



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

Approved Inter-local Agreement between the Town of Archer Lodge and the Town of Clayton for the purpose of the Clayton Police Department to serve as a back up when requested by the Town's Animal Control Officer.

CARRIED UNANIMOUSLY

d) Discussion and Consideration of Approving a Resolution Adopting the 2019 Town Council Meeting Schedule (Resolution# AL2018-11-5a)

Mayor Mulhollem reviewed the schedule noting a few changes to the normal schedule due to holidays. No further discussion.

The Approved Resolution# AL2018-11-5a Adopting the 2019 Town Council Meeting Schedule appears as follows:

TOWN OF ARCHER LODGE
RESOLUTION ADOPTING THE
2019 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

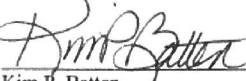
WHEREAS, each meeting of the Archer Lodge Town Council is open to the public, except as provided by NC G.S. 143-318-.11; and

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 2019 CALENDAR TOWN COUNCIL MEETINGS		
MONTH	REGULAR SESSION	WORK SESSION
January	Monday, January 07, 2019	* Tuesday, January 22, 2019
February	Monday, February 4, 2019	Monday, February 18, 2019
March	Monday, March 4, 2019	Monday, March 18, 2019
April	Monday, April 1, 2019	Monday, April 15, 2019
May	Monday, May 6, 2019	Monday, May 20, 2019
June	Monday, June 3, 2019	Monday, June 17, 2019
July	* Monday, July 08, 2019	Monday, July 15, 2019
August	Monday, August 5, 2019	Monday, August 19, 2019
September	* Tuesday, September 3, 2019	Monday, September 16, 2019
October	Monday, October 7, 2019	Monday, October 21, 2019
November	Monday, November 4, 2019	Monday, November 18, 2019
December	Monday, December 2, 2019	Monday, December 16, 2019

NOW THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby adopts the 2019 Town Council Meeting Schedule as presented.

DULY ADOPTED ON THIS 5TH DAY OF NOVEMBER 2018
WHILE IN REGULAR SESSION.

ATTEST:

Kim P. Batten
Town Clerk




Matthew B. Mulhollem
Mayor

Moved by: Council Member Wilson
Seconded by: Council Member Locklear
Approved Resolution# AL2018-11-5a adopting the 2019 Town Council Meeting Schedule.

CARRIED UNANIMOUSLY

e) **Discussion and Consideration of Approving a Resolution Adopting the 2019 Holiday Schedule (Resolution# AL2018-11-5b)**

Mayor Mulhollem noted the Town follows the State Employees' Holiday Schedule as usual. No further discussion.

The Approved Resolution# AL2018-11-5b Adopting the 2019 Holiday Schedule appears as follows:

**TOWN OF ARCHER LODGE
RESOLUTION ADOPTING THE 2019 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

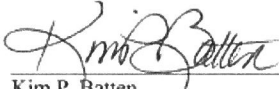
WHEREAS, the below 2019 Holiday Schedule was retrieved from the State of North Carolina website <https://oshr.nc.gov/state-employee-resources/benefits/leave/holidays#2019>

2019 Holiday Schedule		
Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2019	Tuesday
Martin Luther King Jr's Birthday	January 21, 2019	Monday
Good Friday	April 19, 2019	Friday
Memorial Day	May 27, 2019	Monday
Independence Day	July 4, 2019	Thursday
Labor Day	September 2, 2019	Monday
Veterans Day	November 11, 2019	Monday
Thanksgiving	November 28 & 29, 2019	Thursday & Friday
Christmas	December 24, 25 & 26, 2019	Tuesday, Wednesday & Thursday

NOW, THEREFORE, BE IT RESOLVED that the Archer Lodge Town Council hereby adopts the 2019 Holiday Schedule as presented.

**DULY ADOPTED ON THIS 5TH DAY OF NOVEMBER 2018
WHILE IN REGULAR SESSION.**

ATTEST:


Kim P. Batten
Town Clerk




Matthew B. Mulhollem
Mayor

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

Approved Resolution# AL2018-11-5b adopting the 2019 Holiday Schedule.
CARRIED UNANIMOUSLY

f) Discussion and Consideration of Scheduling a Special Meeting in November 2018

Mayor Mulhollem began the discussion for scheduling a Special Meeting on Thursday, November 15, 2018 for the purposes of:

1. Discussing Park Land Ideas with Susan Hatchell Landscape Architecture, PLLC.
2. Discussing updating the Town of Archer Lodge Capital Improvement Plan (CIP).

Ms. Hatchell was contacted by Mr. Gobble and it was determined that Thursday, November 15th was better for her. Discussion followed.

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

Approved a Special Meeting on Thursday, November 15, 2018 at 6:30 p.m. for the purposes of: 1) discussing Park Land ideas with Susan Hatchell Landscape Architecture, PLLC; and 2) discussing updating the Town of Archer Lodge Capital Improvement Plan (CIP).

CARRIED UNANIMOUSLY

g) Discussion and Consideration of Canceling the November 19th Work Session

Due to a Special Meeting being held on Thursday, November 15, 2018, and having no other items to discuss, Mayor Mulhollem suggested canceling the November 19, 2018 Work Session. Discussion followed.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Canceled Work Session scheduled for Monday, November 19, 2018.

CARRIED UNANIMOUSLY

6. TOWN ATTORNEY'S REPORT:

- a) **Attorney Hewett updated Council that East Wake TV/PEG Channel is updating their contract and he reviewed the draft provided. The existing contract and the draft provided are similar other than changing from a 5-year term to a 3-year term. He further mentioned, that the concern of East Wake TV is making sure all Town's are involved, and in turn keep the PEG Channels funded. Mr. Hewett stated that East Wake TV will be having a meeting soon and are soliciting for Town Representatives to attend. Ms. Batten confirmed the next meeting would be in December.**

Mayor Mulhollem shared that the PEG Channel is another avenue to get information out to the public and the Town should utilize it more.

7. ADMINISTRATIVE CONSULTANT'S REPORT:

- a) **Mr. Gobble mentioned the following:**
- **G & G Builders are on schedule**
 - **Pleased with G & G Builders and MS Consultants**
 - **NCDOT is waiting to receive information regarding the funding of the sidewalks, curbs and gutters for Buffalo Road**
-

8. FINANCIAL/TOWN CLERK'S REPORT:

- a) **Audit for FY 2018 Update**

Ms. Batten stated that she's reviewed the DRAFT Financial Statements and mentioned that May & Place, P.A. are finalizing the audit to submit to the LGC. Once approval is received, Mr. Dale Place will present the Audit Report to Mayor/Council.

- b) **October 31, 2018 Financials & Year-to-Date Comparison (FY18 & FY19)**

Ms. Batten shared the financial summary for all funds ending October 31, 2018. The fiscal year is 33% complete and the flow of General Fund revenues remain slow, but will increase as December 31st approaches. Investment earnings are doing extremely well among the General, Capital Reserve and Park Reserve Fund. The General Fund expenditures continue steady but do not exceed 30%. The Town Hall Expansion Project Fund is 7.28% completed.

To better compare fiscal years, Ms. Batten removed the portion that involved the Park Land Acquisition in her discussions; therefore, the revenues in October 2018 were approximately 19% higher than in October 2017 and

expenditures were approximately 30% higher than in 2017 due to the following: two installment purchasing applications to the NC State Treasurer/LGC, additional town banners, distributions of the increased AL fire district tax, vehicle lease and increased payroll and associated accounts. No further discussion.

9. VETERANS COMMITTEE REPORT:

a) Mike Mulhollem reported the following:

- Concrete for Centerpiece has been poured.
 - Veterans Day Ceremony will be held Sunday, November 11, 2018 at 11:00 a.m. which is also the 100th Anniversary of Armistice Day.
 - Upcoming meeting on Tuesday, November 6th.
 - Veterans Biscuit Sale will be held Friday, November 16, 2018.
 - On behalf of the ALVMC, he expressed sincere appreciation to the Town and surrounding communities for continued support.
 - Brick sales have increased.
 - He displayed one of the medallions, and mentioned there is one medallion for each branch of service.
-

10. MAYOR'S REPORT:

a) Mayor Mulhollem reported the following:

- He reiterated that the Veterans Day Ceremony will be held on Sunday, November 11, 2018 at 11:00 a.m. which is the 100th Year Anniversary of the end of WWI. He added that the Boy and Girl Scouts will be participating in the ceremony. He commended the ALVMC and their families for all of the hard work they have done.
 - He commended the Archer Lodge Volunteer Fire Department and White Oak Baptist Church for the "Halloweenie" Roast, safety, fun, good food and fellowship.
 - Reminded everyone to vote on Tuesday, November 6th.
 - He reported on behalf of Bob Clark (Planning/Zoning) that both the House and Senate approved the Buffalo Road project and hopefully will begin in the Spring of 2019.
-

11. COUNCIL MEMBERS' REMARKS:

(Town Related Non-Agenda Items)

a) Council Member Wilson shared that after receiving further information the warranty coverage of septic tanks that he discussed at a work session wasn't worthwhile due to their warranty only covering from the house to the first tank.

b) Council Member Jackson reminded everyone to vote, and that the Veterans Biscuit Sale will be Friday, November 16th. He shared his thoughts on the firearms issues in subdivisions in the area, and expressed the need to address this problem in the near future.

c) Council Member Locklear reiterated the need for everyone to exercise their right to vote.

d) Mayor Pro Tem Castleberry expressed appreciation and heartfelt gratitude to the Town Council, staff, and friends for their generous support during his vision loss. He noted that people travel from all

over for the Biscuit sales each month and he further expressed his excitement in attending the Veterans Day Ceremony on November 11, 2018.

- e) Council Member Bruton thanked the Veterans for their hard work raising money for the Archer Lodge Veterans Memorial. She expressed how prayers had been answered for Mayor Pro Tem Castleberry.
-

12. ADJOURNMENT:

- a) Having no further business, Mayor Mulhollem asked for a motion to adjourn meeting.

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

Adjourned meeting at 7:48 p.m.

CARRIED UNANIMOUSLY



Matthew B. Mulhollem, Mayor



Kim P. Batten, Town Clerk

