



## Regular Council - Minutes Monday, May 7, 2018

### **COUNCIL PRESENT:**

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

### **STAFF PRESENT:**

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

### **GUESTS PRESENT:**

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

### **MEDIA PRESENT:**

None

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

#### **a) Invocation**

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

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#### **b) Pledge of Allegiance**

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

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### **2. APPROVAL OF AGENDA:**

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

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

CARRIED UNANIMOUSLY

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### **3. OPEN FORUM/PUBLIC COMMENTS:**

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

#### **a) Mr. Neal Brantley of 4796 Covered Bridge Rd., Clayton, NC spoke to the Council and the audience expressing the importance of exercising their right to vote.**

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

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

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

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**4. CONSENT AGENDA:**

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

**b) Budget Amendment (BA 2018 03)**

BA 2018 03 appears as follows:

BA 2018 03

Town of Archer Lodge

Budget Amendment

Fiscal Year Ending

06/30/18

Budget Amendment

Date

BA 2018 03

07-May-18

General Fund/Capital Reserve Fund/Park Reserve Fund

| Account                                                                                                                                        | Account Number | Budget                                                                                       | Amendment | Amended Budget |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------|-----------|----------------|
| Revenues:                                                                                                                                      |                |                                                                                              |           |                |
| 2017 Property Taxes                                                                                                                            | 10-3117-0000   | 485,000.00                                                                                   | 10,500.00 | 495,500.00     |
| Penalties and Interest                                                                                                                         | 10-3180-0000   | 500.00                                                                                       | 100.00    | 600.00         |
| Permits and Fees                                                                                                                               | 10-3340-0000   | 2,000.00                                                                                     | 1,000.00  | 3,000.00       |
| Fee in Lieu of Recreation                                                                                                                      | 10-3345-0000   | 20,000.00                                                                                    | 20,000.00 | 40,000.00      |
| Transfer from General Fund 10                                                                                                                  | 31-3900-3910   | 87,000.00                                                                                    | 90,000.00 | 177,000.00     |
| Total Increase (Decrease) in Revenues                                                                                                          |                | 121,600.00                                                                                   |           |                |
| Expenditures:                                                                                                                                  |                |                                                                                              |           |                |
| Gov Body - Supplles                                                                                                                            | 10-4110-2000   | 2,000.00                                                                                     | 1,500.00  | 3,500.00       |
| Gov Body - Training & Meetings                                                                                                                 | 10-4110-3110   | 2,150.00                                                                                     | 1,350.00  | 3,500.00       |
| Admin - Supplies (Town Hall)                                                                                                                   | 10-4120-2000   | 1,250.00                                                                                     | 250.00    | 1,500.00       |
| Admin - Supplies                                                                                                                               | 10-4120-2100   | 2,150.00                                                                                     | 850.00    | 3,000.00       |
| Social Media Services                                                                                                                          | 10-4120-3360   | 5,200.00                                                                                     | 800.00    | 6,000.00       |
| Tax Collection Fees (NC & JoCo)                                                                                                                | 10-4140-4950   | 16,000.00                                                                                    | 1,000.00  | 17,000.00      |
| LP Gas                                                                                                                                         | 10-4190-3320   | 1,250.00                                                                                     | 250.00    | 1,500.00       |
| Storm Water Repairs                                                                                                                            | 10-4190-3530   | 2,000.00                                                                                     | 600.00    | 2,600.00       |
| Contracted Services-AL Fire Department                                                                                                         | 10-4300-3500   | 200,000.00                                                                                   | 4,000.00  | 204,000.00     |
| Transfer to Park Reserve Fund 31                                                                                                               | 10-9900-0031   | 156,000.00                                                                                   | 21,000.00 | 177,000.00     |
| Recreation Development - Park Res Fund                                                                                                         | 31-6120-5500   | 88,700.00                                                                                    | 90,000.00 | 178,700.00     |
| Total Increase (Decrease) in Expenditures                                                                                                      |                | \$ 121,600.00                                                                                |           |                |
|                                                                                                                                                |                | \$ -                                                                                         |           |                |
| Justification for Budget Amendment:                                                                                                            |                |                                                                                              |           |                |
| To appropriate or reappropriate unanticipated revenues and expenditures as recorded.                                                           |                |                                                                                              |           |                |
| Adopted this 7th day of May 2018                                                                                                               |                |                                                                                              |           |                |
| ATTEST:                                                                                                                                        |                | <div><div>Matthew B. Mulhollem, Mayor</div><div>Teresa M. Bruton, Budget Officer</div></div> |           |                |
| <div><div>Kirh P. Batten, Town Clerk</div><div><div>TOWN OF ARCHER LODGE</div><div>Established 2009</div><div>NORTH CAROLINA</div></div></div> |                |                                                                                              |           |                |

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

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

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

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

#### Signatures

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

VENDOR: Evo Studios, Inc.

Client: Town of Archer Lodge

By: 

(Authorized Signature)

Name: John McKown

Title: President

By: 

(Authorized Signature)

Name: Matthew B. Mulhollem

Title: Mayor



By: 

Name: Kim P. Batten

Title: Finance Officer / Town Clerk

16 / 25

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

CARRIED UNANIMOUSLY

#### 5. **ARCHER LODGE VOLUNTEER FIRE DEPARTMENT (ALVFD)**

~ Chief Phillip Driver

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

Chief Driver provided evidence to support the proposed increase:

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

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

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

RESOLUTION# AL2018-05-07c

TOWN OF ARCHER LODGE

RESOLUTION SUPPORTING A FIRE TAX INCREASE

FOR THE ARCHER LODGE FIRE DISTRICT

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

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

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

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

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

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

DULY ADOPTED THIS 7<sup>th</sup> DAY OF MAY 2018  
WHILE IN REGULAR SESSION.

  
Matthew B. Mulhollem, Mayor

ATTEST:  
  
Kim J. Batten, Town Clerk



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

**Adopted Resolution# AL2018-05-07c Supporting a Fire Tax Increase for the Archer Lodge Fire District.**

CARRIED UNANIMOUSLY

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

**a) Discussion and Consideration of Approving the Municipal Reimbursement Agreement between the Town of Archer Lodge and NCDOT regarding a Comprehensive Bicycle and Pedestrian Plan**

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

MAY 7, 2018

REGULAR COUNCIL MEETING

Page 5 of 28

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

Agreement ID # 7879

1

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

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

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

**1. SCOPE OF THE PROJECT**

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

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

**2. DEVELOPMENT OF PLAN**

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

**REVIEW REQUIREMENTS**

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

**3. COMPLETION**

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

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

**4. PROJECT DOCUMENTS**

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

**5. FUNDING**

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

**6. ADDITIONAL PROVISIONS**

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

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

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

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

L.S. ATTEST

TOWN OF ARCHER LODGE

BY: Kim P. Batten  
TITLE: Finance Officer/Town Clerk

BY: Matthew B. Mulhollem  
TITLE: Mayor

DATE: 5-7-18

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

Approved by the Town of Archer Lodge as attested to by the signature of

Kim P. Batten Clerk of the Town of Archer Lodge  
(governing body) on 5/7/18

(SEAL)



Federal Tax Identification Number  
27-1989634

Town of Archer Lodge

Remittance Address:  
14094 Buffalo Rd.  
Clayton, NC 27527

DEPARTMENT OF TRANSPORTATION

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

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

Agreement ID # 7879

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Moved by: Council Member Wilson

Seconded by: Council Member Castleberry

**Approved the Municipal Agreement (ID# 7879) between the Town of Archer Lodge and NCDOT regarding the Comprehensive Bicycle and Pedestrian Plan.**

CARRIED UNANIMOUSLY

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

Mr. Clark discussed the Resolution in item 6.a.

Resolution# AL2018-05-07a appears as follows:

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

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

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

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

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

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

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

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

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

RESOLUTION# AL2018-05-07a

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

ATTEST:

  
Kim P. Batten  
Town Clerk

  
Matthew B. Mulhollem  
Mayor

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

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

(SEAL)



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

Moved by: Council Member Jackson  
Seconded by: Council Member Locklear  
**Adopted the Resolution# AL2018-05-07a Supporting Obligation to the Municipal Reimbursement Agreement with NCDOT's Division of Bicycle and Pedestrian Transportation Planning dated May 7, 2018.**  
CARRIED UNANIMOUSLY

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

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

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

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

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

**Section 2. Separability**

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

**Section 3. Amendments**

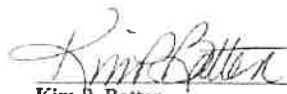
This policy may be amended by action of the Town Council and by resolution appropriately approved. Any revisions or amendments adopted in conformance with this procedure shall become effective as of the date of such adoption.

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

DULY ADOPTED THIS 7<sup>th</sup> DAY OF MAY 2018  
WHILE IN REGULAR SESSION.

  
Matthew B. Mulhollem  
Mayor

ATTEST:

  
Kim P. Batten  
Town Clerk



50

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

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

CARRIED 4 to 1 (Wilson opposed)

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

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

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

Town of Archer Lodge  
Salary Schedule  
2017-2018

| GRADE | HIRING<br>RATE | MINIMUM | MID POINT | MAXIMUM | GRADE |
|-------|----------------|---------|-----------|---------|-------|
| 10    | 23,750         | 24,938  | 29,688    | 35,625  | 10    |
| 11    | 24,938         | 26,185  | 31,173    | 37,407  | 11    |
| 12    | 26,185         | 27,494  | 32,732    | 39,278  | 12    |
| 13    | 27,494         | 28,869  | 34,368    | 41,241  | 13    |
| 14    | 28,869         | 30,312  | 36,087    | 43,304  | 14    |
| 15    | 30,312         | 31,828  | 37,890    | 45,468  | 15    |
| 16    | 31,828         | 33,419  | 39,785    | 47,742  | 16    |
| 17    | 33,419         | 35,090  | 41,774    | 50,129  | 17    |
| 18    | 35,090         | 36,845  | 43,863    | 52,635  | 18    |
| 19    | 36,845         | 38,687  | 46,057    | 55,268  | 19    |
| 20    | 38,687         | 40,621  | 48,359    | 58,031  | 20    |
| 21    | 40,621         | 42,652  | 50,777    | 60,932  | 21    |
| 22    | 42,652         | 44,785  | 53,315    | 63,978  | 22    |
| 23    | 44,785         | 47,024  | 55,982    | 67,178  | 23    |
| 24    | 47,024         | 49,375  | 58,780    | 70,536  | 24    |
| 25    | 49,375         | 51,844  | 61,719    | 74,063  | 25    |
| 26    | 51,844         | 54,436  | 64,805    | 77,766  | 26    |
| 27    | 54,436         | 57,158  | 68,045    | 81,654  | 27    |
| 28    | 57,158         | 60,016  | 71,448    | 85,737  | 28    |
| 29    | 60,016         | 63,017  | 75,020    | 90,024  | 29    |
| 30    | 63,017         | 66,168  | 78,772    | 94,526  | 30    |
| 31    | 66,168         | 69,476  | 82,710    | 99,252  | 31    |
| 32    | 69,476         | 72,950  | 86,845    | 104,214 | 32    |
| 33    | 72,950         | 76,598  | 91,188    | 109,425 | 33    |
| 34    | 76,598         | 80,428  | 95,748    | 114,897 | 34    |
| 35    | 80,428         | 84,449  | 100,535   | 120,642 | 35    |
| 36    | 84,449         | 88,671  | 105,562   | 126,674 | 36    |
| 37    | 88,671         | 93,105  | 110,839   | 133,007 | 37    |
| 38    | 93,105         | 97,760  | 116,382   | 139,658 | 38    |
| 39    | 97,760         | 102,648 | 122,200   | 146,640 | 39    |
| 40    | 102,648        | 107,780 | 128,310   | 153,972 | 40    |
| 41    | 107,780        | 113,169 | 134,725   | 161,870 | 41    |

Town of Archer Lodge  
List of Classes Arranged by Grade  
2017-2018

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

E = Exempt from the Wage and Hour Provisions  
of the Fair Labor Standards Act (FLSA)

9

Moved by: Council Member Locklear

Seconded by: Council Member Jackson

**Adopted the Town of Archer Lodge Classification and Pay Plan as provided by The Maps Group.**

CARRIED 4 to 1 (Wilson opposed)

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

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

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

March 29, 2018

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

Dear Kim,

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

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

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

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

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

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

March 29, 2018

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

Among the advantages to a CS Agreement are:

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

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

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

*Patti Rader*

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

2 | Page

March 29, 2018

ACCEPTANCE:

*Patricia A. Rader*

*March 29, 2018*

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

ACCEPTED on behalf of the Local Government by:

*[Signature]*

Signature

*5-7-18*

Date

*Matthew B. Mulhollem*  
Printed name of authorized person signed above



Seal of the unit of Local Government

ATTEST:

*[Signature]*  
Clerk to the Governing Board/Council

*5/7/18*

Date

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

*[Signature]*  
Finance Officer

*5/7/18*

Date

3 | Page

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

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

CARRIED UNANIMOUSLY

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

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

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

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

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

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

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

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



# PROTURF Landscapes

## 919-625-3128

---

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

**Landscape Management Proposal**

**Town of Archer Lodge**  
14094 Buffalo Road  
Clayton, NC 27527

**Description of Services:**

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

**Yearly Price: \$7740.00**

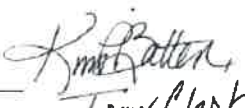
**Monthly Contract Price: \$645.00**

Approved By: \_\_\_\_\_  
Matthew B. Mulhollem, Mayor

Accepted By: \_\_\_\_\_  
Mike Lipsak, Owner

Date: 5-8-18

Date: 5-8-18

  
 Kim Batten  
 Town Clerk





**NC Licensed Landscape Contractor #CL1048 & 0764**

**NCSU Turfgrass Graduate**



**Member of the Turfgrass Council of NC**

**Hunter Preferred Irrigation Contractor**



**NC Certified Plant Professional**

**NC Certified Storm Water Professional #1516**

**ICPI Certified Concrete Paver Installer**



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

**LANDSCAPE MANAGEMENT SPECIFICATIONS:**

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

**Maintenance:**

**Yearly:** Soil Test

**February:** Pre-Emergence Application

**March:** Pre-Emergence Application 2

**April:** Liquid Weed Control

**May:** Summer Fertilizer 1

**June:** Summer Fertilizer 2

**July:** Lime Application – when needed

**August:** Liquid Weed Control

**Fall/Winter:** Aeration and overseeding

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



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

**LANDSCAPE MANAGEMENT SPECIFICATIONS:**

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

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



[Signature]  
Town Clerk

Page 2 of 2

1/2018

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

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

CARRIED 4 to 1 (Wilson opposed)

**9) Discussion and Consideration of Cleaning Services for FY2019 & FY2020**

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

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

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

### Maintenance Agreement:

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

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

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

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

**Town of Archer Lodge:**

AUTHORIZED SIGNATURE: [Signature] DATE: 5-10-18

PRINT NAME: MATTHEW B. MULHOLLEN

TITLE: MAYOR

ATTEST:

SIGNATURE: [Signature] DATE: 5/7/18

PRINT NAME: KIM P. BATTEN

TOWN SEAL:

TITLE: TOWN CLERK



**Pony Xpress Cleaning, LLC:**

SIGNATURE: [Signature] DATE: 5-9-2018

PRINT NAME: Brian Mack

TITLE: President

**AGREEMENT COMMENCEMENT: 1<sup>ST</sup> of JULY 2018**



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

### **CLEANING SERVICES SPECIFICATIONS**

#### **Breakroom / Restrooms - Weekly**

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

#### **Offices/Lobby (including Hallway) - Bi-Weekly**

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



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

### **CLEANING SERVICES SPECIFICATIONS**

#### **Council Chambers - Monthly**

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

#### **Windows - Semi-Annually**

- ☐ Clean all glass inside and outside.

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

Company: Pony Xpress Commercial Clean

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

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

Title: MAYOR



Kim Patton 5/7/18  
Town Clerk

Page 2 of 2

1/2018

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

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

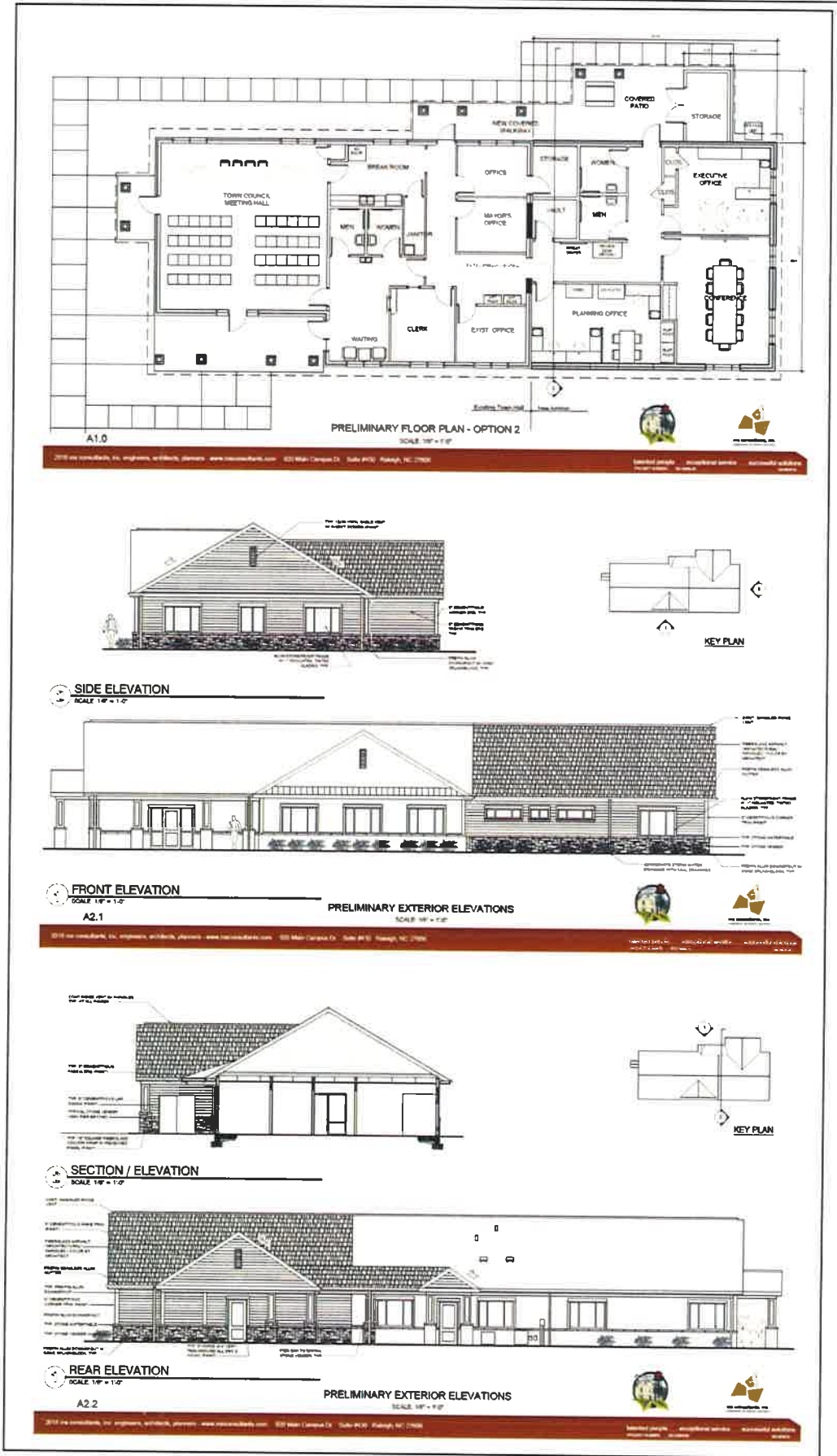
CARRIED UNANIMOUSLY

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

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

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

Floor Plan - Option 2 appears as follows:



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

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

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

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**8. ADMINISTRATIVE CONSULTANT'S REPORT:**

- a) No Report**
- 
- 

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

- a) April 30, 2018 Financials & Year-to-Date Comparison (FY17 & FY18)**

Ms. Batten reviewed the monthly financials for period ending April 30, 2018 for the General Fund, Capital Reserve Fund and the Park Reserve Fund. The fiscal year of 2018 is 83% complete and 80% of revenues are collected with budgeted expenditures less than 73%. The year-to-date comparison of April 2017 with April 2018 was presented. Revenues for this 12-month period had increased by approximately 15.25% and expenditures remarkably had reduced by 169.57%. She expressed enthusiasm with the turnaround in the 12-month period and with the rise in interest rates on investments. No further discussion.

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**10. PLANNING/ZONING REPORT:**

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

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

**11. VETERAN'S COMMITTEE REPORT:**

- a) Mike Mulhollem reported the following:**

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

**12. MAYOR'S REPORT:**

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

**13. COUNCIL MEMBERS' REMARKS:**

(non-agenda items)

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

Program.

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

14. ADJOURNMENT:

a) No Further Business

Moved by: Mayor Pro-Tem Castleberry

Seconded by: Council Member Jackson

Meeting adjourned at 8:22 p.m.

CARRIED UNANIMOUSLY



Matthew B. Mulhollem, Mayor



Kim P. Batten, Town Clerk

