



Town of Archer Lodge

AGENDA

Work Session Meeting

Monday, May 20, 2024 @ 6:30 PM
Jeffrey D. Barnes Council Chambers

Page

1. WELCOME/CALL TO ORDER

2. INVOCATION & PLEDGE OF ALLEGIANCE

3. FINANCIAL REPORTS ~ KIM BATTEN

3 - 5 3.a. Interim Financial Reports for April 2024

[APRIL 2024 - ALL FUNDS](#)

[APRIL 2024 - YTD COMP](#)

4. DISCUSSION ITEMS FROM MAY 6 COUNCIL MEETING

6 - 8 4.a. Human Resources/Town Clerk ~ Jenny Martin

- Employee Service Awards
- Retiree Health Insurance
- Updated FLSA & Overtime Pay Provisions Policy

[Fair Labor Standards Act and Overtime Pay Provisions 5.2024](#)

9 - 11 4.b. Town Clerk Assistance

- Contract with HR Management Solutions

[5.2024 Independent Contractor Agreement HR Management Solutions](#)

5. BUDGET OFFICER/TOWN ADMINISTRATOR ~ BRYAN CHADWICK

5.a. FY2024/2025 Budget Workshop Continued

6. UPCOMING EVENTS

7. ADJOURNMENT



TOWN OF ARCHER LODGE FINANCIAL SUMMARY REPORT FOR MONTH END APR 30, 2024

GENERAL FUND 10				
<i>REVENUES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM & MOTOR VEHICLE TAXES	1,292,500.00	4,986.84	1,248,093.90	96.56%
SALES TAXES	306,000.00	29,992.23	267,304.13	87.35%
FRANCHISE TAXES	143,000.00	0.00	81,389.86	56.92%
ALCOHOL BEV TAXES/JO CO ABC DIST	36,500.00	0.00	10,455.19	28.64%
PERMITS AND FEES	6,000.00	50.00	4,315.00	71.92%
FEE IN LIEU OF RECREATION	78,000.00	0.00	0.00	0.00%
PARKS & RECREATION FEES	62,000.00	(100.00)	60,490.00	97.56%
PARKS & RECREATION RENTALS	10,000.00	2,203.20	9,038.20	90.38%
PEG CHANNEL SUPPORT	51,500.00	0.00	25,806.44	50.11%
MISCELLANEOUS/ALVM BRICK REVENUES/CONTRIBUTIONS	7,500.00	0.00	6,946.95	92.63%
CAROLINA PANTHERS COMMUNITY/JO CO TOURISM/JO CO OPEN SPACE GRANT	53,500.00	47,500.00	53,500.00	100.00%
REG ECONOMIC DEVELOP RES GRANT '24	2,365,000.00	0.00	2,365,000.00	100.00%
INVESTMENT EARNINGS	70,000.00	5,386.81	58,210.93	83.16%
TRANSFER IN FROM CAP RES FUND 30	125,000.00	0.00	125,000.00	100.00%
TRANSFER IN FROM PARK RES FUND 31	58,000.00	0.00	58,000.00	100.00%
TRANSFER IN FROM PUBLIC SAFE RES FUND 32	200,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	500,000.00	0.00	0.00	0.00%
TOTALS	5,364,500.00	90,019.08	4,373,550.60	81.53%
<i>EXPENDITURES</i>	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	66,615.00	984.99	49,833.54	74.81%
ADMINISTRATION	406,950.00	27,143.39	318,014.77	78.15%
JO CO TAX COLLECTION FEES	35,000.00	124.67	32,121.15	91.77%
LEGAL	18,000.00	1,750.00	9,000.00	50.00%
PROPERTY TAXES	100.00	0.26	2.34	2.34%
PUBLIC BUILDINGS	528,289.00	12,765.70	456,258.59	86.37%
PEG MEDIA PARTNERS	51,500.00	0.00	25,806.44	50.11%
PUBLIC SAFETY	692,000.00	13,772.17	478,855.02	69.20%
TRANSPORTATION-PUBLIC WORKS	27,000.00	7,971.03	17,899.39	66.29%
PLANNING & ZONING	252,600.00	12,586.16	171,673.54	67.96%
CULTURAL & RECREATION	946,546.63	56,973.61	844,270.95	89.19%
DEBT SERVICES	132,896.00	0.00	132,883.92	99.99%
TRANSFER TO CAP RESERVE	0.00	0.00	0.00	#DIV/0!
TRANSFER TO PARK RESERVE	162,000.00	1,337.58	81,584.34	50.36%
TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00	#DIV/0!
TRANSFER TO REG ECON DEVELOP RES GRANT	2,365,000.00	0.00	2,365,000.00	100.00%
				#DIV/0!
	5,684,496.63	135,409.56	4,983,203.99	87.66%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(45,390.48)	(609,653.39)	

CAPITAL RESERVE FUND 30				
REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	3,000.00	112.33	2,196.14	73.20%
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	125,000.00	0.00	0.00	0.00%
TOTALS	128,000.00	112.33	2,196.14	1.72%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	125,000.00	0.00	125,000.00	100.00%
TRANSFER TO FUND BALANCE	3,000.00	0.00	0.00	0.00%
TOTALS	128,000.00	0.00	125,000.00	97.66%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		112.33	(122,803.86)	

PARK RESERVE FUND 31				
REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,000.00	347.02	1,154.72	115.47%
TRANSFER FROM GEN FUND 10	162,000.00	1,337.58	81,584.34	50.36%
FUND BALANCE APPROPRIATED	0.00	0.00	0.00	#DIV/0!
TOTALS	163,000.00	1,684.60	82,739.06	50.76%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	58,000.00	0.00	58,000.00	100.00%
TRANSFER TO AL TOWN PRK FND 41	50,000.00	0.00	0.00	0.00%
TRANSFER TO FUND BALANCE	55,000.00	0.00	0.00	0.00%
TOTALS	163,000.00	0.00	58,000.00	35.58%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		1,684.60	24,739.06	

PUBLIC SAFETY RESERVE FUND 32				
REVENUES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	20,000.00	1,744.91	17,102.81	85.51%
TRANSFER FROM GEN FUND 10	0.00	0.00	0.00	#DIV/0!
FUND BALANCE APPROPRIATED	180,000.00	0.00	0.00	0.00%
				#DIV/0!
TOTALS	200,000.00	1,744.91	17,102.81	8.55%
EXPENDITURES	ADOPTED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	200,000.00	0.00	0.00	0.00%
TRANSFER TO FUND BALANCE	0.00	0.00	0.00	#DIV/0!
TOTALS	200,000.00	0.00	0.00	0.00%
Y-T-D PUB SAFE RES FUND INCREASE (DECREASE)		1,744.91	17,102.81	



Kim P. Batten

FINANCE OFFICER
ASSISTANT TOWN ADMINISTRATOR



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

GENERAL FUND				
REVENUES		Apr-24	Apr-23	DIFFERENCE
	AD-VAL & MOTOR VEHICLE TAXES	1,248,093.90	1,096,569.51	151,524.39
	SALES TAXES	267,304.13	223,292.38	44,011.75
	FRANCHISE TAXES	81,389.86	75,206.87	6,182.99
	ALCOHOL BEV TAXES/JO CO ABC DIST	10,455.19	10,845.62	(390.43)
	PERMITS AND FEES	4,315.00	5,495.00	(1,180.00)
	FEE IN LIEU OF RECREATION	0.00	0.00	0.00
	PARKS & RECREATION FEES	60,490.00	0.00	60,490.00
	PARKS & RECREATION RENTALS	9,038.20	0.00	9,038.20
	PEG CHANNEL SUPPORT	25,806.44	25,641.04	165.40
	MISCELLANEOUS/ALVM BRICK REVENUES/CONTRIBUTIONS	6,946.95	4,341.12	2,605.83
	INVESTMENT EARNINGS	58,210.93	44,004.17	14,206.76
	GRANTS (ARPA, SCIF, JO CO OPEN SPACE & TOURISM, CAROLINA PANTHERS)	53,500.00	525,213.37	(471,713.37)
	GRANT-REG ECON DEVEL RES (24REDR)	2,365,000.00	0.00	2,365,000.00
	TRANSFER IN FROM CAPITAL RES FND 30	125,000.00	200,000.00	(75,000.00)
	TRANSFER IN FROM PARK RESERVE FND 31	58,000.00	60,000.00	(2,000.00)
	TRANSFER IN FROM PUBLIC SAFE RES FND 32	0.00	0.00	0.00
Y-T-D INCREASE (DECREASE)		4,373,550.60	2,270,609.08	2,102,941.52
EXPENDITURES		Apr-24	Apr-23	DIFFERENCE
	GOVERNING BODY	49,833.54	25,483.00	24,350.54
	ADMINISTRATION	318,014.77	276,141.26	41,873.51
	JO CO TAX COLLECTION FEES	32,121.15	28,368.39	3,752.76
	LEGAL	9,000.00	9,400.00	(400.00)
	PROPERTY TAXES	2.34	12.48	(10.14)
	PUBLIC BUILDINGS	456,258.59	43,427.27	412,831.32
	PEG MEDIA PARTNERS	25,806.44	25,641.04	165.40
	PUBLIC SAFETY	478,855.02	352,939.30	125,915.72
	TRANSPORTATION-PUBLIC WORKS	17,899.39	9,912.55	7,986.84
	PLANNING & ZONING	171,673.54	134,534.85	37,138.69
	CULTURAL & RECREATION	844,270.95	203,372.31	640,898.64
	DEBT SERVICES	132,883.92	136,932.96	(4,049.04)
	TRANSFER TO CAP RESERVE	0.00	0.00	0.00
	TRANSFER TO PARK RESERVE	81,584.34	81,459.77	124.57
	TRANSFER TO PUBLIC SAFETY RESERVE	0.00	0.00	0.00
	TRANSFER TO ARPA, SCIF, 24REDR FUNDS	2,365,000.00	525,213.37	1,839,786.63
		4,983,203.99	1,852,838.55	3,130,365.44
Y-T-D INCREASE (DECREASE)		(609,653.39)	417,770.53	(1,027,423.92)

Kim P. Batten

FINANCE OFFICER
ASSISTANT TOWN ADMINISTRATOR



TOWN OF ARCHER LODGE

14094 Buffalo Road
Archer Lodge, NC 27527
Main: 919-359-9727
Fax: 919-359-3333

Mayor:

Matthew B. Mulhollem

Council Members:

Clyde B. Castleberry

Mayor Pro Tem

Teresa M. Bruton

J. Mark Jackson

James L. (Jim) Purvis, III

Mark B. Wilson

Fair Labor Standards Act and Overtime Pay Provisions Policy

Employees of the Town can be requested and may be required to work overtime hours as necessitated by the needs of the Town and as determined by the department head, or designee. All overtime hours worked must be authorized by the employee's department head. The Town will comply with local government jurisdictions of the Fair Labor Standards Act (FLSA), which requires positions that are not exempt from the FLSA to be compensated in either money or time for all hours worked over 40 in a workweek. It is the policy of the Town to compensate for overtime by giving compensatory time based on the guidelines below:

The Human Resources Officer shall determine and recommend to the Town Administrator which jobs are "non-exempt" and are therefore subject to the FLSA. Each position in the Town shall be considered separately for the purpose of determining exemption status and such designation shall be in accordance with the FLSA and reviewed periodically.

Non-Exempt Employees

Non-Exempt Employees will be paid at a straight time rate for hours up to the FLSA established limit for their position (Forty (40) hours in a Seven (7) day period). Hours worked beyond the FLSA established limit will be compensated in paid time off at the rate of one and one-half times the hours worked until the employee reaches Twenty (20) hours. Once the employee reaches Twenty (20) hours,

the employee will be compensated in pay at the rate of one and one-half times the hours worked over the Twenty (20) hour paid time off limit. Compensatory leave balances may not exceed Twenty (20) hours.

In determining eligibility for overtime in a work period, only hours actually worked must be considered. In no event will vacation, sick leave, holiday time or compensatory leave hours be counted towards the total hours for the purpose of overtime compensation.

Non-exempt employees with compensatory time on the books must use comp time prior to using any vacation leave or sick leave. Upon termination of employment with the Town, all compensatory time must be taken prior to leaving or paid for at the time of departure.

Whenever practicable, departments will schedule time off on an hour-for-hour basis within the applicable work period for non-exempt employees, instead of incurring overtime.

Exempt Employees

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

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

NORTH CAROLINA

JOHNSTON COUNTY

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Agreement”) is entered into between the TOWN OF ARCHER LODGE, a municipal corporation (“Town”), and HR MANAGEMENT SOLUTIONS, LLC (“CONTRACTOR”) of Craven County, North Carolina.

STATEMENT OF PURPOSE:

- A. Town and Contractor desire, within the limits hereof, to set forth the duties and responsibilities of Contractor with regards to Contractor’s relationship with the Town;
- B. This Agreement shall set forth the business relationship between Contractor and the Town;

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

1. Services to be Provided and Responsibilities.

(a) During the term of this Agreement, Contractor shall provide services to the Town, which services include: general consulting services to aid the Town Clerk in the performance of her duties and other related duties as needed by the Town.

(b) Contractor shall be entitled to set her own hours and Town shall not control or dictate the hours of work done by Contractor.

(c) Contractor shall provide her own transportation including, but not limited to, transportation to and from work.

2. Term. Unless otherwise terminated, this Agreement shall be for one (1) year with a retroactive start date of May 7, 2024 and expiring on May 6, 2025. Notwithstanding the foregoing, this Agreement may be terminated for any reason by either party at any time at will and upon such termination, this Agreement shall become null and void, with Contractor being paid up to the termination date.

3. Compensation. The Town agrees to compensate Contractor **\$ 50.00** per hour and reimburse mileage pursuant to the allowable IRS rate. For any given pay period, Contractor shall provide to the Finance Officer an accounting of all hours worked and mileage incurred.

4. Independent Contractor. Contractor shall render services for Town as an independent contractor and not as an employee or joint venturer of the Town. Contractor acknowledges that (i) any compensation due will be paid pursuant to this Agreement by Town; (ii) that this business relationship is terminable at will by either party, and (iii) that this Agreement will control the business relationship between the parties until it is terminated or modified. Each party acknowledges that Town will not withhold state or federal taxes and that Contractor is responsible for filing and payment of the same. Furthermore, each party acknowledges that Contractor is an independent contractor and as such is not entitled to file or collect unemployment or worker's compensation benefits from Town and the same are hereby waived.

5. Indemnity. The Contractor shall indemnify and hold harmless Town, its agents and employees, officers, directors and shareholders from and against all claims, damages, losses and expenses including attorneys' fees by reason of the liability imposed by law upon said Contractor, her agents and employees, arising out of or resulting from the performance of the work under this contract, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (b) whether or not caused in whole or in part by any negligent act or omission of the Contractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder. This indemnification shall survive the termination of this Agreement.

6. Severability. If any of the provisions of this Agreement are determined to be invalid or unenforceable in part, the remaining provisions, and the enforceable portions of any partially unenforceable provisions, will nevertheless be binding and enforceable.

7. Notices. Any notice required or permitted to be given under this Agreement will be sufficient if in writing, and if sent by first class mail, postage prepaid, to the current home address of Contractor or Town. Any such notice will be deemed to have been given within three (3) days after it is mailed. The Town address is: 14094 Buffalo Road, Archer Lodge, NC 27527 and the address of Contractor is: 4516 Carteret Drive, Trent Woods, NC 28562.

8. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties, their respective heirs, representatives, successors, and assigns. Contractor may not assign her duties or obligations under this Agreement to any other party.

9. Entire Agreement. This Agreement expresses, embodies and supersedes all previous understandings, agreements, and commitments, whether written or oral, between the parties with respect to the subject matter hereof and to fully and finally set forth the entire agreement between the parties.

10. Governing Law and Voluntary Execution. This Agreement will be governed by the substantive laws of the State of North Carolina, without regard to the principles of the choice of laws or the conflict of laws. This Agreement is entered into freely and voluntarily and without any coercion, force, pressure or undue influence. Neither party has relied upon any representation or promise in making this Agreement except those expressly set forth herein.

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

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

TOWN OF ARCHER LODGE:

By: _____ (SEAL)
BRYAN R. CHADWICK,
TOWN ADMINISTRATOR

Date: _____

CONTRACTOR:

By: _____ (SEAL)
LAURA B. OXLEY

Date: _____